

TENDER FOR DESIGN AND BUILD FITTING-OUT SERVICES
FOR
COMPETITION COMMISSION
AT
19/F SOUTH ISLAND PLACE WONG CHUK HANG HONG KONG

ORGANISATION:

Competition Commission

Room 3601, 36/F, Wu Chung House
213 Queen's Road East, Wan Chai, Hong Kong

PROJECT MANAGER :

Building Consultancy Division
Knight Frank Petty Ltd

4/F Shui On Centre
6-8 Harbour Road
Wanchai
Hong Kong

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1. Guidelines to Tenderers

These guidelines are intended to provide Tenderers with guidance on the procedure for submitting their proposals and the approach that Competition Commission ("The Commission") will generally adopt in assessing such proposals. These guidelines are for the Tenderers' information and guidance only and shall not form part of the Contract. The Commission reserves the right to accept or reject all or any part of a proposal.

1.1 Preparation and Submission of Proposals

Your Tender Documents shall be presented in sufficient detail to cover the matters set out under "Commission's Requirements" in Section 4.

The Tender Documents must include the following proposals sealed in separate envelopes:

- (a) A **Technical Proposal** describing the proposals (including all information set out in Annex A);
- (b) A **Fee Proposal** (including but not limited to the **Form of Tender and Summary of Tender** in Annex C and all information set out in Annex B).

The Commission accepts no liability for payments of expenses or losses incurred by any Tenderer in the preparation of his proposals.

1.2 Clarification

- (a) Should the Tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the documents he shall seek clarification from the Commission by sending email to Mr. Gary Leung at garyleung@compcomm.hk and copied to the Commission's Project Manager whose address is the office of Knight Frank Petty Ltd, 4/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong with telephone no. 2846 9528 or email: george.chan@hk.knightfrank.com (Mr George Chan).
- (b) Should the Commission or the Project Manager consider that any aspect of a proposal requires clarification from the Tender, the Commission or the Project Manager may request that the tenderer:-
 - (i) supplement its proposal; or
 - (ii) answer the Commission's or the Project Manager's specific queries orally or in writing, or in any manner that the Commission or the Project Manager deems fit for tender assessment.

1.3 Submission of Tender

Please return your completed Tender **by Hand** to the Commission at Room 3601, 36/F, Wu Chung House, 213 Queen's Road East, Wan Chai, Hong Kong (Attention: Mr. Gary Leung) on or before **12:00 noon on 21 March 2019**. Late tenders will not be accepted.

1. Guidelines to Tenderers (Cont'd)

1.3 Submission of Tender (Cont'd)

- (a) Please allow adequate time for the Tender Documents to be delivered by hand to the office of the Commission.
- (b) All proposals must be in both writing and electronic form. **Three** hardcopies of each proposal must be provided, together with a softcopy on **CD-ROM / Portable Storage Device** (each for technical proposal and fee proposal) packaged in two separately sealed envelopes. The softcopy should be in Microsoft Office format (version 2003 or above) or Adobe Acrobat format (version 6 or above).
- (c) The Tender Documents shall consist of the following proposals in both form of hardcopy and softcopy:
 - (i) Technical Proposal, and
 - (ii) Fee Proposal

and be submitted in an envelope containing in total of six (6) SEPARATE booklets of Technical Proposals and Fee Proposals and the CD-ROMs / Portable Storage Devices. Price information **must not** be specified in the Technical Proposal. The Technical Proposal and the Fee Proposal must be sealed in separate envelopes.

- (d) The Technical proposal and Fee proposal in written form should be submitted by hand in accordance with the prescribed requirements in this document. All envelopes to be dropped into the Tender Box are to be sealed and clearly marked with the following information on the cover of the envelopes:

**[The type of Proposal (i.e. Technical Proposal or Fee Proposal)]
for Design and Build Fitting-out Services at
19/F South Island Place
8 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong
[Contractor's Name]**

Tender Box
Competition Commission
Room 3601, 36/F, Wu Chung House
213 Queen's Road East
Wan Chai, Hong Kong

1.4 Proposals Evaluation

- (a) The Commission will set up an assessment panel ("Panel") to evaluate the Tender Documents individually in accordance with the assessment criteria set out in ANNEX A – Guidelines to Technical Proposal. The relative weightings of 40% and 60% will be applied to the technical evaluation and fee evaluation respectively.
- (b) The submitted Tender Documents may be viewed by people other than members of the Panel during the assessment process.
- (c) The Commission is under no obligation to discuss the Tender Documents assessment result with any Tenderers.
- (d) The Commission reserves the right to accept none or any of the Tender Documents received in response to this Tender. The Commission does not bind itself to accept the Tender with the lowest fee or highest overall mark in its assessment of the Tender Documents.

1. Guidelines to Tenderers (Cont'd)

1.5 Personnel

Resumes of all proposed personnel shall be provided in the proposal including the name, current level and originating office in the Tenderer's organization. The Commission reserves the right to interview and to request client references for all personnel proposed.

1.6 Notes to Tender Price

- (a) The Tender Price will be regarded as a **LUMP SUM FIXED PRICE** and will not be amended for errors found in the examination of Tender Documents. The tenderers are liable to check and quantify each item of work that is required in the contract and reflected in their submitted proposals. No re-measurement upon completion will be made except those shall be valued under variation orders issued by Project Manager.
- (b) Should any errors, discrepancies or apparent underpricing be discovered by the Project Manager, he may query these in writing with the Tenderer. Such query is not to indicate a proposal to change the Tender Price. The Tenderer may only offer to stand by his Tender Price or withdraw his Tender. No query or series of queries shall be considered comprehensive.
- (c) The Contractor will be responsible to check and verify all relevant measurements on site. Before submitting the Tender Documents, each Tenderer must (1) examine the Tender Documents thoroughly, (2) visit the site to familiarise himself with local conditions that may in any manner affect performance of work, (3) familiarise himself with all local laws, ordinances, rules and regulations affecting performance of the work, and (4) carefully correlate his observations with the requirement of the Tender Documents.
- (d) Any subsequent claims by the Tenderer after acceptance of his proposals for any increase in the Contract Sum or extension of the Contract Completion Date due to his failure to fulfill the Commission's Requirements will in no way be entertained.
- (e) The sum shown in the Form of Tender must agree with the Summary of Tender in the Fee Proposal.
- (f) The value of any items not priced for the Commission's Requirements shall be deemed to be included in the Tender Price.
- (g) Should examination of tender reveal quoted rates/allowances which in the opinion of the Project Manager, are unreasonably high or low, the Project Manager may draw up a list containing such rates/allowances with his assessed reasonable rates/allowances set aside for the Tenderer's agreement. These assessed reasonable rates/allowances, once agreed by the Tenderer, shall be used for the purpose of assessing future variations.

In the event if, after negotiation, the Tenderer still disagrees with any of the reasonable rates/allowances assessed by the Project Manager, the valuation of variations (for both omission and addition) for such item of works at the post-contract stage shall be based on the Project Manager's fair valuation.

- (h) The Tender Price shall include all necessary attendance, supervision and coordination work of the Landlord's Nominated Contractors and the Commission's contractors/suppliers.

1. Guidelines to Tenderers (Cont'd)

1.7 Tender Query

Where tenderers raise queries regarding a tender procedure, the Project Manager shall issue answers to such queries at least seven days, where practicable, prior to the tender closing date. Where the answers to such queries are of sufficient interest to all tenderers, the Project Manager shall issue a copy of such answers to all tenderers.

1.8 Tender Briefing & Site Visit

Tender briefings and/or site visits shall be arranged for one tenderer at a time. Site visit dates are as follows:

19/F South Island Place

5 & 6 March 2019, 9:30am to 12:30am, 2:30pm to 5:30pm, 45mins per session.

Existing office – Rm 3601, 36/F, Wu Chung House, 213 Queen's Road East, Wanchai, Hong Kong

5, 6 & 8 March 2019, 9:30am to 12:30am, 2:30pm to 5:30pm, 45mins per session

Please contact Project Manager, Mr George Chan of Knight Frank Petty Ltd at 2846 9528 or email: george.chan@hk.knightfrank.com for site visit appointments.

1.9 Presentation

Shortlisted tenderers will be invited to give a presentation to the Panel to elaborate on their design, approach and work plan, etc. in providing the Works. The presentation is tentatively scheduled for end March/early April 2019.

1.10 Personal Data Provided

All personal data as defined in the Personal Data (Privacy) Ordinance (Cap 486) provided in a Tender will be used for proposal evaluation and contract award purposes. If insufficient and/or inaccurate information is provided, the Commission reserves the right to not considering the Proposals concerned.

By submitting a Tender, a Contractor is regarded to have agreed to, and have obtained from each individual whose personal data is provided in the Proposal, his/her consent for the disclosure, use and further disclosure by the Commission of the personal data for the purposes related to the Works.

Contractors have the right of access and correction with respect to the personal data stipulated in and in accordance with Sections 18 and 22 as well as Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the personal data provided by Contractors in the Tenders.

Enquiries concerning the personal data collected by means of the Tenders, including in relation to the obtaining of access and correction, shall be addressed to the Project Manager.

2. Background

The Commission is currently located at Room 3601, 36/F, Wu Chung House, 213 Queen's Road East, Wan Chai, Hong Kong.

The Commission is scheduled to take possession of approximately 1,150 sqm at 19/F South Island Place, Wong Chuk Hang, Hong Kong on 1 March 2019. The Commission intends to renovate the Premises at South Island Place and move into the Premises in the beginning of June 2019. The basic information of the Premises is as follow:

Buildings:	South Island Place
Floors:	19/F
Area:	approximately 1,150 sqm.

The site will be handed over from landlord to the Commission generally in bare shell condition.

3. Invitation to Tender and Conditions of Tender

3.1 Invitation to Tender

The Commission wishes to solicit proposals from the Tenderers to provide the Design and Build Fitting-out Services ("the Works") for the Premises with scope of works specified in Section 4. The Commission reserves the right not to consider any Tender Documents that do not meet the Commission's Requirements.

This Tender is strictly an invitation to treat. No CONTRACT, representation of any kind will exist between the Commission and any person submitting the Tender Documents unless and until a formal contract is signed by both parties. There is no binding agreement between the Commission and a Tenderer to undertake any aspect of the Project as set out in this invitation of Tender until the Agreement is duly executed by both the Tenderer and the Commission.

3.2 Interpretation

In this document the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

"Contract Documents" means the documents described in Section 3 Paragraph 3.7 "Contract Documents";

"Contract Sum" means the sum referred to in the Contractor's Proposals at the date of the acceptance of the Tender for the execution of the Works;

"Contractor" means the person, firm or company whose Design & Build Fitting-out Tender has been accepted by the Commission and includes the Contractor's personal representatives, successors and permitted assigns;

"Contractor's Proposals" means the proposals for the Works submitted by the Contractor in response to the Commission's Requirements, including a statement of the Contract Sum and the completed breakdown of the Contractor's rates and prices;

"the Commission" means Competition Commission;

"the Commission's Requirements" means the requirements of the Commission as specified in Section 4;

"Commission Contractors" means any contractors or service vendors directly employed by the Commission to execute equipment installation and other works during the fitting-out period on Site required to provide particular services to the Premises.

"Employer" means Competition Commission;

"Landlord" means Swire Properties Limited;

"Property Manager" means Swire Properties Management Limited;

"Milestone Dates" means the dates specified in this Tender Documents that certain types of works must be completed / commenced.

"Landlord's Nominated Contractor" means a sub-contractor on the list of Landlord's nominated Contractors specified in the South Island Place Fit-out Guide for the Works.

"Tenderer" means the person or persons or corporation quoting for the Project;

"Tender Documents" means Technical Proposal and Fee Proposal submitted by the tenderer for bidding the Contract;

3. Invitation to Tender and Conditions of Tender (Cont'd)

3.2 Interpretation (Cont'd)

“Tender Price” means the sum referred to in the Tenderer’s Fee Proposals for quoting for the Project;

“Project” means the project described in Section 4 hereof;

“Project Manager” means Knight Frank Petty Ltd;

“Premises” means the new office site at 19/F South Island Place, Wong Chuk Hang, Hong Kong;

“the Works” means Design and Build Fitting-out Services to be carried out, constructed, completed, maintained and/or supplied in accordance with the Contract, all as more particularly described or referred to in the Commission’s Requirements and the Contractor’s Proposals;

“Site” means the places in which the Works are to be constructed or any other places provided by the Commission for the purpose of the execution of the Works.

3.3 Contractual Relationships

The successful Design & Build Fitting-out Tenderer (“Contractor”) will enter into a contract with the Commission.

The Contractor, and its staff, shall have no commercial links, and shall not take part in any contracting, supply or representation, with any vendors.

The Contractor will be expected to enter into various forms of confidentiality agreements relating to client, construction and general operations, secrecy, and landlord confidentiality as appropriate when required.

The Commission may reject or not consider Tender Documents if the Commission considers that a Conflict of Interest or risk of Conflict of Interest exists in relation to the Tender Documents.

The Tenderer must supply, as part of the Tender Documents, a full and complete list of any Conflicts of Interest or risks of Conflicts of Interest that exist in relation to the Tender or the Project.

3.4 Disbursement Expenses

Fees in Fee Proposal shall be deemed to include all disbursement including but not limited to all general materials, printing, presentation materials, local transport, couriers, PC/ IT, telephone usage for concept design, design development, detailed design, submissions, documentation for Tender, construction issues and close out. Taxes and levies shall also be deemed to be included.

3. Invitation to Tender and Conditions of Tender (Cont'd)

3.5 Design Options

Tenderers should note that there is **only one** design option to be proposed by the Tenderers in the submitted proposals in accordance with the Commission's Requirement.

3.6 Tender Procurement

Tenderers may review, interview and advise on pre-qualification of sub-contractor(s), supplier(s) and vendor(s) that may include but are not limited to the following:

- (A) The Landlord's Nominated Contractors
 - Heating, Ventilation and Air-conditioning (HVAC) System Alterations
 - Water Treatment Specialist – for Chilled / Condensing Water Pipes
 - Builder's Work for Common Area
 - Electrical Installations
 - SMATV/CABD Extension
 - Fire Services Installations
 - Plumbing & Drainage Work
- (B) Suppliers – System Furniture and Equipment
 - Loose Furniture such as Tables, Chairs, Cabinets
 - Loose Equipment such as Audiovisual system, Projector and Projector Screen system
- (C) Specialist Suppliers / Contractors
 - Security System

3.7 Contract Document

Notwithstanding any other provision of the Contract, the contract documents shall consist of:

- (a) Letter of acceptance and any relevant correspondence between the contracting parties prior to acceptance of Tender Documents (including such further agreed documents as may be expressly referred to in or by the same);
- (b) Tender Documents (containing Technical Proposal and Fee Proposal)
- (c) The duly signed Articles of Agreement for Design and Build Contract
- (d) The Government of the Hong Kong Special Administrative Region, General Conditions of Contract for Design And Build Contracts, 1999 Edition
- (e) The Special Conditions of Contract
- (f) Guidelines to Tenderers
- (g) Background
- (h) Invitation to Tender and Condition of Tender
- (i) Commission's Requirements
- (j) Annex A – Guidelines to The Technical Proposal

3. Invitation to Tender and Conditions of Tender (Cont'd)

3.7 Contract Document (Cont'd)

- (k) Annex B – Guidelines to The Fee Proposal
- (l) Annex C – Signed Form of Tender and Filled Summary of Tender
- (m) Annex D – South Island Place Tenant's Fitting-out Guide
 - D1 – South Island Place Tenant Manual
- (n) Annex E – Payment Schedule
- (o) Annex F – Design Brief for The Premises
- (p) Annex G – Building Services Layout Plan from the Landlord
- (q) Annex H – Test Fit of Premises
- (r) Annex I – South Island Place – Tenant's Fit Out Insurance Brochure
 - I1 -- South Island Place – Tenant's Fit Out Insurance Application Form
- (s) ANNEX J – Non-Collusive Tendering Certificate
- (t) ANNEX K – Litigation Disclosure

4. The Commission's Requirements

4.1 Scope of Works

The Contractor will be required to provide full interior design and construction services for the Premises. The major scope of services to be provided by the Contractor should include but are not limited to the following:

- (a) Services to be provided by the Contractor
 - (i) Preliminary works;
 - (ii) Architectural and building services design works;
 - (iii) Builder's works;
 - (iv) Building services installation works;
 - (v) Supervision / coordination works to the Commission's contractor (if any) for carrying out works;
 - (vi) Supervision / coordination works to Landlord's or Landlord's Nominated Contractors such as HVAC system, electrical installation, fire services installation and plumbing & drainage work, etc as specified in the South Island Place Fit-out Guide;
 - (vii) Supervision / coordination works to the Commission's contractors for information technology (IT) works; Allow IT suppliers employed by the Commission to carry out work on site;
 - (viii) IT structural cabling & conduits purchase and installation works;
 - (ix) Furniture (including both system or new loose furniture) and equipment purchase and installation works;
 - (x) AV and Security systems purchase and installation works;
 - (xi) E&M works including modification of exiting E&M services on the site to suit the new layout;
 - (xii) Take over the site for the Commission from the Landlord and carry out condition survey for new office;

4. The Commission's Requirements (Cont'd)

4.1 Scope of Works (Cont'd)

(a) Services to be provided by the Contractor (Cont'd)

- (xiii) Install reused equipment (if any) to the Premises at South Island Place (if any);
- (xiv) Property Manager and Government submissions.

(b) Requirements to be fulfilled by the Contractor

- (i) Project timeline requirements;
- (ii) Working hours requirements;
- (iii) General Design and Construction requirements;
- (iv) Facility, furniture and equipment requirements;
- (v) IT and Server rooms requirements;
- (vi) AV and Security system requirements;
- (vii) Building services requirements;
- (viii) General coordination requirements;
- (ix) Documentation and administration requirements for construction;
- (x) Hand-over requirements.

4.2 Project Timeline Requirements

(A) The following milestone timelines are provided in the following table. The Commission may at its option amend these timelines if necessary.

<u>Item</u>	<u>Schedule Item</u>	<u>Milestone Date for the Premises</u>
(i)	Appointment of Design & Build Fitting-out contractor	8 April 2019 (Tentative)
(ii)	Possession of the Site for the Premises	12 April 2019
(iii)	Completion of Server Room	On or before 31 May 2019
(iv)	Practical Completion of the Works	21 June 2019
(v)	Move in of the Commission to the Premises	On or before 22 June 2019

4.2 Project Timeline Requirements (Cont'd)

(B) Remark for Project Timeline Requirement:

For Item 4.2 (A)(iii), the Contractor shall refer to the ANNEX F – Design Brief for The Premises and note the requirement of server room at the Premises. These rooms **MUST** be completed to the satisfaction of the Project Manager and be ready for the Commission's contractors to conduct the equipment installation and other works in the server room on the scheduled date. Such works will include but not limited to the cabling works, networks installations and set up of IT equipment etc. Necessary night works or acceleration measures to achieve the completion date of these rooms shall be expected by the Contractor. The Contract Sum must include all necessary cost for necessary night works or acceleration measures to achieve the scheduled date of completion of these rooms. As it is very critical date for the Commission's Contractors to commence works in these rooms, any loss or damage from the Commission incurred from the contractor's delay due to default, negligence, omission or slow progress of the Contractor shall be borne by the Contractor. Possible foreseeable loss could be the acceleration cost for the Commission's Contractors to speed up the progress of the equipment installation and other works or any other associated loss suffered by the Commission.

For Item 4.2(A)(v), the Contractor shall note that the Commission has to move in to the Premises in accordance with the above schedule. Necessary night works or acceleration measures to achieve the expected practical completion dates of the Premises shall be expected by the Contractor. The Contract Sum must include all necessary cost for necessary night works or acceleration measures to achieve these completion date. As the scheduled dates for the Commission to move in to the Premises are very critical, any loss or damage from the Commission incurred from the contractor's delay due to default, negligence, omission or slow progress of the Contractor shall be borne by the Contractor.

The Contractor is expected to complete the Works in **71** calendar days from the Possession of Site.

4.3 Working Hours Requirements

Please refer to the of South Island Place Tenant's Fitting-out Guide in Annex D.

4. Commission's Requirements (Cont'd)

4.4 General Design and Construction Requirements

The Works shall include all works required from the schematic design, to detail design development, to completion of the entire project for handover to the Commission.

The Contractor shall act as interior designer to carry out equipment and furniture inventory survey at the Premises, prepare all required floor plans, reflected ceiling plans, elevations, and sections, perspectives, material images, and colour schemes etc. in PDF format for submission to the Commission and Project Manager for approval.

A solution shall be provided for the office design.

The initial office interior design shall be as specified in the Design Brief. Please refer to the Design Brief for The Premises in Annex F. Through construction management meetings (relevant requirements of which refer to Section 4.9), detail design may, therefore, be produced and agreed to suit for the Commission's Requirement. The detail design shall be approved and confirmed in accordance with the design approval procedure as specified in Section 4.9.

The major items of the Works, in general, to be carried out in response to the Commission's Requirements comprise but not limited to:

1. Space planning, interior design and fitting-out for the Premises.
2. Provide all materials, labour, plants, tools, implements, supervision, safety equipment, and other incidental items required for the construction and completion of all the works as described in the specifications, and the Design Requirement Brief.
3. Prepare the site for the fitting-out works and register with the Property Manager as requested. All charges involved in the registration including the provision of fitting-out deposit and fit-out proposal vetting fee as required by the Property Manager and the temporary power/water supply shall be borne by the Contractor.
4. Carry out survey to the site upon site possession and submit report for the defects noted.
5. Make openings for all services and fittings installations, as required.
6. Construct new walls (including feature wall at the reception) and partitions with finishes and glass partition, as required. Supply & installation of carpet and flooring for the entire office floor area, supply and installation of flooring to pantry.

4. Commission's Requirements (Cont'd)

4.4 General Design and Construction Requirements (Cont'd)

7. Modify the existing ceiling system to suit the new layout at the Premises.
8. Provide soundproofing system to all rooms.
9. Supply and install the electrical distribution provisions and the trunking/conduit provision for other LV trades including AV installations, Security, IT/Tel. Cablings, etc. **While, the supply and installation of the IT equipment (except server racks), and telephone are excluded in this contract, and shall be completed by others, the site coordination to the above vendors is to be included in this contract.**
10. Supply and install doors and associated ironmongeries and make openings in walls for installation of doors.
11. Supply and install security system and AV System.
12. Supply and install dry and wet pantry including all pantry provisions.
13. Propose for the design of any feature lighting / spot lights as required. The Contractor shall supply and install the necessary light panels in the open office and enclosed office to suit the new layout design.
14. Employ and co-ordinate with respective Landlord's Nominated Contractors to carry out the relevant fit-out works trades wherever required by the Property Manager.
15. The basic M&E and P&D provisions are provided by the building upon the site possession in as-is condition in which further modification would be expected subject to the final design of the office to be proposed. The Contractor shall also be responsible for the application and arrangement of services connection by the public utility companies, such as the supply of the electricity.
16. The Contractor and its sub-contractors shall act as the interior designer and shall be responsible for preparing all required design and documentation for **all necessary submissions to government authorities / bureaux (if required by the HKSAR relevant authorities) and the Property Manager for approval.**

The Works should be duly performed based on the Commission's Requirements, the Design Brief for The Premises in Annex F or any accepted Contractor's Proposals. The Works should be completed using a standard consistent with a high quality finish at least acceptable to the British Standards and / or good practice guide of the relevant trade of works.

All brands specified in the Design Brief for The Premises in Annex F are not exclusive. The Tenderers are free to propose any other equivalent materials or systems in their proposals to suit for the Commission's Requirements.

4.5 Facility, Furniture and Equipment Requirements

Please refer to the Design Brief for The Premises in Annex F.

4. Commission's Requirements (Cont'd)

4.6 IT and Server Rooms Requirements

The contractor should complete the specified works in server room as shown in Design Brief and project timeline requirements. The Commission's cabling contractor(s) shall provide physical Cat6 network cables for inter-rack use, but the Tenderer(s) are required to connect physical network cables between patch panel and network equipment. Please refer to the Design Brief for The Premises in Annex F.

4.7 AV and Security System Requirements

There is currently a vendor for the maintenance of the AV and Security system in the existing office. The tenderer may consider to propose any other equivalent materials or systems in their proposals to suit for the Commission's Requirements:

Current AV Vendor:

BAP Technology Consultants Ltd

Nick Ho

Tel: 6181 3141

ngcp@bap.com.hk

In addition to the Commission's current vendor, the tenderer may contact the following for price quotations:

1. Deltawind

Ken

M: 9042 2687

<http://www.deltawind.com/eng/contactus.html#header15-3h>

2. Ultra Active Technology

Ms. Julia Mok

M: 6026 8307

www.uatg.com

Existing Office Security Vendor (Access Control & Surveillance Camera)

Kilberg Safe & Systems Ltd

Jimmy Lui

Tel: 9811 2380

jimmy_lui@kilberghk.com

Please refer to the Design Brief for The Premises in Annex F.

4.8 Building Services Requirements

In general, building services requirements including but not limited to the area of plumbing and drainage, mechanical and electrical services, fire services, and air conditioning services.

The Contractor should ensure its subcontractors, workmen, servants and agents in carrying out fitting-out work comply with the requirements in the South Island Place Tenant's Fitting-out Guide in Annex D as well as all the instructions and directions given by the Landlord's servants, agents, contractors, workmen, architect, project manager and other authorised representatives.

Proper building services plans should be prepared by competent qualified engineers regarding the installation and layout of the air-conditioning, mechanical ventilation, fire services, electrical, plumbing and drainage systems in the Premises and carry out the said building services works properly.

Building services requirements shall be referred to the Design Brief in Annex F.

4. Commission's Requirements (Cont'd)

4.9 General Coordination Requirements

The Contractor should note the following to meet the general Coordination requirements.

(A) Construction Management Meeting and Programme

The Contractor shall **within 7 days** from the award of the Contract submit a detailed working programme / master programme to show the sequence and timing of site operations to complete the contract work for Project Manager's approval before commencing work.

The Contractor should establish regular Construction Management Meetings including site meetings and design meetings with the Commission, subcontractor, and suppliers as required to manage and advise on:

- (i) Issue Construction Management Procedures (including health and safety and environmental issue) to all parties;
- (ii) Cost and the value of any variation orders and additional works;
- (iii) Construction schedule / progress works;
- (iv) Design issues;
- (v) Produce the detailed construction programme and manage the Construction and monitor progress of the work with the Company.

Meetings and/or conference calls with the Commission shall be expected by the Contractor. Sufficient coordination works shall be provided by the Contractor. Necessary minutes shall be drafted by the Contractor for approval of the Commission or the Project Manager. The Commission or Project Manager shall have the right to instruct the Contractor to amend or correct the minutes to reflect the statement of facts.

Design Approval Procedure

With regard to the detail design issues, preliminary confirmation of the detail designs shall be sought from the Commission in design meetings or other proper manner. Any preliminary confirmation would be recorded in the minutes for design meetings or other proper manner. Such preliminary confirmation recorded in the minutes or other proper manner shall not be interpreted as final decision of the Commission. Estimated value for any variation (if any) shall be prepared by the Contractor at his own expense for consideration and final decision of the Commission and the value shall be assessed by the Project Manager in accordance with the conditions of contract. After final confirmation by the Commission for the detail design, the Project Manager shall be notified by either the Commission or the Contractor. Written approval for final confirmation from the Commission shall, therefore, be sought by the Project Manager and be recorded in subsequent instructions which will be issued to the Contractor to confirm the detail designs.

4. Commission's Requirements (Cont'd)

4.9 General Coordination Requirements (Cont'd)

(B) Site Management Staff

The Contractor should provide full time site management staff during the construction period to:

- (i) Manage the construction process and ensure that all works are/or installed in accordance with the approved design documents or instructions;
- (ii) Manage the sub-contractors and suppliers installation of purchase items, including system furniture, specialist furniture, ironmongery, and the others;
- (iii) Ensure that the sub-contractor liaise and coordinate with the appropriate agencies for the installation of specified equipment, including the telephone system, computers or the other equipment.
- (iv) Provide general attendance to the direct employed contractors / vendors of the Commission including but not limited to telephone system and IT system vendors.

(C) Submission of Sub-contractors and Suppliers

The Contractor should ensure that shop drawings and material submissions by sub-contractors and suppliers conform to the approved specifications, design drawings and contract documents.

(D) Disposal of Construction and Demolition Materials

The unauthorized disposal of construction and demolition materials from the Site to any other place other than that approved by the Project Manager is forbidden. The contractor should be referred to the ETWB TCW No. 31/2004 on the "Trip Ticket System for Disposal of Construction and Demolition Materials".

The Contractor should note that the Waste Disposal (Charge for Disposal of Construction Waste) Regulation made under the Waste Disposal Ordinance Cap 354 has come into operation on 1 December 2005. Pursuant to Regulation 9, the Contractor should make an application to the Director of Environmental Protection to establish a billing account within 21 days after being awarded the contract if the Contractor dispose any construction and demolition materials. The Contractor should ensure that the billing account is used for paying any prescribed charge in respect of construction waste generated from the construction works under the contract. Non-compliance of these provisions is offences under the Regulation. The Contractor shall also note and follow the requirements for disposal of debris as stipulated in South Island Place Fit-out Guide for the Works upon required by the Property Manager.

4.10 Documentation and Administration Requirements for Construction

The Contractor should note the following to meet the documentation and administration requirements for construction:

(A) Construction Documents and Drawings

The Contractor should prepare documents and drawings for construction including but not limited to:

- (i) Drawings including layout plans, building services installation plans, furniture layout plans, reflected ceiling plans, setting out plans, finishes plans, elevations, sections, details, door/room/hardware schedules and finishes schedules required to confirm planning and design intent;
- (ii) Specifications indicating material quality and workmanship, terms and form of contract and bills of materials.

4. Commission's Requirements (Cont'd)

4.10 Documentation and Administration Requirements for Construction (Cont'd)

(B) Service Drawings and Specifications with the Landlord's Nominated Contractors

The Contractor should coordinate all services drawings and specifications with the Landlord's Nominated Contractors:

- (i) Building Services drawings incorporating equipment;
- (ii) Building Services drawings and details are integrated with the interior design;
- (iii) Specialist drawings or specifications.

(C) Building Fit-Out guide and the Commission's Lease to Landlord

The Contractor should submit required drawings as per South Island Place Tenant's Fitting-out Guide in Annex D to the Property Manager and allow ample time for approval. No extra time will be provided to the Contractor for any delay of the completion due to this reason.

(D) Direct Purchase Items

The Contractor should certify suppliers' quotations for direct purchase items.

(E) Quality of Materials

All materials to be used in the permanent work are to be new and of the best quality obtainable. The Project Manager shall be sole judge as to what materials are of the specified quality and suitable for use in the work.

The Project Manager will reject any building materials that have been tampered with and any evidence of non-specified materials on site will result in condemnation of that part of work where a non-specified material is used. In the event of a non-specified material being required and used the approval of Project Manager must be obtained. No claim will be accepted for disapprovals of non-specified material.

(F) Review of Conformance

The Contractor should provide a periodic review of the Site during the construction period to verify that all works are installed in accordance with the approved design documents and to provide clarification where required.

The Contractor should review shop drawings and materials submissions for conformance with design intent and correct and approve as needed.

4. Commission's Requirements (Cont'd)

4.11 Hand-Over Requirements

The Contractor should note the following to meet the hand-over requirements:

- (a) Inspection of completed works with the Commission and Project Manager prior to occupancy;
- (b) Rectify defect found within 7 days from notification of Project Manager or date as approved by the Project Manager upon completion and subsequent discovery of defects within the Maintenance Period;
- (c) Participation in the final inspection of the project at the end of the 1 year Maintenance Period and produce snagging list. Inspect subsequent making good and advise the Commission's Project Manager as required on the issuance of the Certificate of Making Good Defects and the Final Certificate;
- (d) Assurance that the moving company's activities (if any) and schedule is coordinated with the project schedule and site activities;
- (e) Site inspections during the move-in to ensure that the Company's transition is smooth;
- (f) Provision of all O&M manual, warranties, as-built drawings of furniture layouts and fixed partitions, as well as as-built drawings of building services from Sub-contractors / Nominated Sub-contractors;
- (g) Arrange all necessary Government inspection where required, and/or prepare all certificates that required to be submitted to Government or for record due to the works, and obtain their approval;
- (h) Presentation to the Commission and Project Manager indicating list of materials specified for the project and including maintenance information and warranties if available;
- (i) Preparation of Final Account; and
- (j) Standby during moving in.

**5. The Article of Agreement for Design and Build
Contract and Conditions of Contract
(Attached in the following pages)**



THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

GENERAL
CONDITIONS OF CONTRACT
FOR
DESIGN AND BUILD CONTRACTS



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GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. (1) In the Contract the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires: Definitions

“breakdown of the Contractor’s rates and prices” means the breakdown of rates and prices provided by the Contractor in accordance with the Employer’s Requirements showing the build-up of the Contract Sum.

“Commissioning Tests” means any test to be carried out on any item of Plant.

“Constructional Plant” means all appliances or things of whatsoever nature required for the execution of the construction and maintenance of the Works but does not include materials or other things intended to form or forming part of the permanent work or vehicles engaged in transporting any personnel, Constructional Plant, Plant, materials or other things to or from the Site.

“Contingency Sum” means the sum provided for work or expenditure which cannot be foreseen at the time the tender documents are issued.

“Contract” means the Articles of Agreement, the Tender and the acceptance thereof by the Employer (including such further agreed documents as may be expressly referred to in or by the same), General Conditions of Contract, Special Conditions of Contract (if any), Employer’s Requirements and Contractor’s Proposals.

“Contract Sum” means the sum referred to in the Contractor’s Proposals at the date of the acceptance of the Tender for the execution of the Works.

“Contractor” means the person, firm or company whose Tender has been accepted by the Employer and includes the Contractor’s personal representatives, successors and permitted assigns.

“Contractor’s Proposals” means the proposals for the Works submitted by the Contractor in response to the Employer’s Requirements, including a statement of the Contract Sum and the completed breakdown of the Contractor’s rates and prices.

“Cost” means expenditure reasonably incurred including overheads whether on or off the Site and depreciation in value of Constructional Plant owned by the Contractor but excluding profit.

“Design Checker” means any person, company or firm appointed by the Contractor in accordance with the Employer’s Requirements to perform the duties set forth in Clause 2(2).

“Design Checking Procedures” means the procedures set out in the Employer’s Requirements for the checking of the Contractor’s design for the Works.

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

“Employer’s Requirements” means the requirements of the Employer with regard to the Works.

“Final Contract Sum” means the sum to be ascertained and paid in accordance with the provisions hereinafter contained for the execution of the Works in accordance with the Contract.

“General Holiday” means every Sunday and other day which is a general holiday by virtue of the General Holidays Ordinance (Cap.149).

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

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

“Maintenance Period” means the maintenance period named in the Appendix to the Form of Tender commencing on the day following the date of completion of the Works or any Section or part thereof certified by the Supervising Officer in accordance with Clause 53.

“person” includes any public body and any body of persons, corporate or unincorporate.

“Plant” means the machinery, equipment and apparatus of all kinds other than Constructional Plant to be supplied and installed by the Contractor for the Works.

“Portion” means a part of the Site separately identified in the Contract.

“Provisional Sum” means a sum provided for work or expenditure which has not been quantified or detailed at the time the tender documents are issued.

“Retention Money” means the sum retained by the Employer as retention money in accordance with the Contract.

“Section” means a part of the Works identified as such and more particularly described in the Employer’s Requirements for which a time for completion is stipulated in the Appendix to the Form of Tender.

“Site” means the lands and other places including the sea under, over, on, in or through which the Works are to be constructed and any other land or places provided by the Employer for the purpose of the execution of the Works.

“Specialist Contractor” means any contractor employed by the Employer to execute Specialist Works.

“Specialist Works” means any work separately identified in the Contract and connected with or ancillary to the Works which may from time to time be carried out on the Site by a Specialist Contractor.

“Supervising Officer” means the person, company or firm appointed from time to time by the Employer and notified in writing to the Contractor to act as the Supervising Officer for the purposes of the Contract. The person appointed may be described by name or as the holder for the time being of a Public Office.

“Supervising Officer’s Representative” means any person, company or firm appointed from time to time by the Supervising Officer and notified in writing to the Contractor to perform the duties set forth in Clause 2(1)(e). The person appointed may be described by name or as the holder for the time being of a Public Office.

“Temporary Works” means all temporary work of every kind required for the construction, completion and maintenance of the Works.

“Tender” means the Contractor’s tender for the Contract.

“Variation” means:

- (a) a change in the Employer’s Requirements which makes necessary the alteration or modification of the design, quality or quantity of the Works as described by or referred to in the Employer’s Requirements or in the Contractor’s Proposals, otherwise than such as may be reasonably necessary for the purposes of rectification pursuant to Clause 58, including:
 - (i) the addition, omission or substitution of any work, and
 - (ii) the alteration of the kind or standard of any of the Plant or materials to be used in the Works; or
- (b) the addition, alteration or omission of any obligations or restrictions imposed by the Employer in the Employer’s Requirements in regard to:
 - (i) access to the Site or use of any specific part of the Site, and/or
 - (ii) limitations of working space, and/or
 - (iii) limitations of working hours, and/or
 - (iv) the execution or completion of the work in any specific order.

“Works” means the work or services (including design) to be carried out, constructed, completed, maintained and/or supplied in accordance with the Contract and includes Plant and Temporary Works, all as more particularly described or referred to in the Employer’s Requirements and the Contractor’s Proposals.

Singular and plural

(2) Words importing the singular only also include the plural and vice versa where the context requires.

Marginal notes

(3) The index and marginal notes or headings in the General Conditions of Contract, Special Conditions of Contract (if any), the Employer’s Requirements and the Contractor’s Proposals shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof.

Payment

- (4) (a) Unless otherwise provided, all payments shall be made in Hong Kong dollars.
- (b) No adjustment shall be made to the Final Contract Sum on account of any variation in the exchange rate between the Hong Kong dollar and any other currency.

Contract governed by Laws of Hong Kong

(5) The Contract shall be governed by and construed in all respects according to the laws for the time being in force in Hong Kong.

Gender

(6) Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

SUPERVISING OFFICER, SUPERVISING OFFICER'S REPRESENTATIVE
AND DESIGN CHECKER

2. (1) (a) The Supervising Officer shall carry out the duties and may exercise the powers specified in or necessarily to be implied from the Contract.
- (b) Before carrying out any such duty or exercising any such power, the Supervising Officer may be required under the terms of his appointment by the Employer to obtain confirmation that the Employer has no objection to the Supervising Officer's proposed course of action and in the event of an objection, to act in accordance with the Employer's direction. If the Supervising Officer is subject to any such requirement, particulars thereof shall be set out in the Appendix to the Form of Tender.
- (c) The Contractor's rights under the Contract shall not be prejudiced in any way by any failure on the part of the Supervising Officer to comply with the requirements particularized in the Appendix to the Form of Tender or any other requirements of his appointment by the Employer.
- (d) Except as expressly stated in the Contract, the Supervising Officer shall have no power to amend the terms and conditions of the Contract nor to relieve the Contractor of any of his obligations under the Contract.
- (e) The duties of the Supervising Officer's Representative are to watch and inspect the Works, to test and examine any Plant or material to be used and workmanship employed by the Contractor in connection with the Works and to carry out such duties and exercise such powers vested in the Supervising Officer as may be delegated to him by the Supervising Officer in accordance with the provisions of sub-clause (1)(f) of this Clause.
- (f) The Supervising Officer may from time to time delegate to the Supervising Officer's Representative any of the duties and powers vested in him. Any such delegation shall be in writing signed by the Supervising Officer and shall specify the duties and powers thereby delegated. No such delegation shall have effect until a copy thereof has been delivered to the Contractor. Any written instruction or written approval given by the Supervising Officer's Representative to the Contractor within the terms of such delegation but not otherwise shall bind the Contractor and the Employer as though it had been given by the Supervising Officer.

Duties and powers of the Supervising Officer, Supervising Officer's Representative and Design Checker

Provided that:

- (i) failure of the Supervising Officer's Representative to disapprove any work, Plant or material shall not prejudice the power of the Supervising Officer thereafter to disapprove such work, Plant or material;
- (ii) if the Contractor or the Employer shall be dissatisfied by reason of any decision of the Supervising Officer's Representative they may refer the matter to the Supervising Officer who shall confirm, reverse or vary such decision.
- (g) No act or omission by the Supervising Officer or the Supervising Officer's Representative in the performance of any of his duties or the exercise of any of his powers under the Contract shall in any way operate to relieve the Contractor of any of the duties, responsibilities, obligations or liabilities imposed upon him by any of the provisions of the Contract.
- ~~(2) (a) Where the Employer's Requirements so require, the Contractor shall appoint a Design Checker who is independent of the Contractor and of the Contractor's designer to check the design of the permanent work and/or Temporary Works prepared by the Contractor's designer to ensure that the design complies in all respects with the Contract. The checking of the permanent work and/or Temporary Works prepared by the Contractor's designer shall be in a manner prescribed in the Employer's Requirements.~~
- ~~(b) The appointment of the Design Checker under sub-clause (2)(a) shall be approved by the Employer. The Employer reserves the right to revoke its approval if at any time it has substantial cause for dissatisfaction with the conduct or performance of the Design Checker. In this event, the Contractor shall make a new appointment which shall also be subject to the Employer's approval.~~
- ~~(c) There shall be included in the agreement between the Contractor and the Design Checker the following provisions which the Contractor shall use his best endeavours to ensure are observed:~~

- ~~(i) that the Design Checker in the exercise of his functions, duties and obligations under the terms of the said agreement shall act fairly and impartially,~~
- ~~(ii) that the Design Checker shall not use or divulge, except for the purpose of carrying out his functions, duties and obligations under the Contract, any information provided by the Employer or the Contractor in connection with the Contract,~~
- ~~(iii) that the Design Checker shall execute under seal and provide to the Employer a warranty in the form set out in the Employer's Requirements, and~~
- ~~(iv) that the Design Checker shall provide such assistance to the Supervising Officer as is reasonably required by the Supervising Officer.~~
- ~~(d) The Contractor shall deliver a copy of the executed agreement between the Contractor and the Design Checker to the Supervising Officer within 14 days of the Design Checker's appointment.~~
- ~~(e) The Contractor shall be responsible for the Design Checker's fees and the costs and expenses incurred by the Design Checker in connection with the checking of the Contractor's design.~~
- ~~(f) A certificate issued or any other act done by the Design Checker under the Contract shall not relieve the Contractor from any of his duties, responsibilities, obligations and liabilities under the Contract.~~
- ~~(g) The Contractor shall be responsible for submitting to the Employer within 14 days of the appointment of the Design Checker a warranty duly executed by the Design Checker in favour of the Employer in the form appearing in the Employer's Requirements with only such amendments as may previously have been approved by the Supervising Officer in writing.~~
- ~~(h) Further to Clause 53, it shall be a condition precedent to the issue of the certificate of completion of the Works that the Contractor shall have submitted to the Employer the duly-executed warranty in strict accordance with Clause 2(2)(g).~~

2(a) to 2(h)
deleted

ASSIGNMENT AND SUB-CONTRACTING

- | | |
|-----------------|---|
| Assignment | 3. The Contractor shall not assign the Contract or any interest therein without the written consent of the Employer and any assignment shall be in a form approved by the Employer. |
| Sub-contracting | <p>4. (1) The Contractor shall not sub-contract the execution of the whole of the construction element of the Works. The Contractor shall be permitted, unless expressly prohibited by the Contract, to sub-contract the execution of a part of the construction of the Works either on the basis of the provision by the sub-contractor of labour, Plant and materials or by the provision of labour.</p> <p>(2) The Contractor shall be permitted to sub-contract the execution of a part of the construction element of the Works on the basis of provision of Constructional Plant by the sub-contractor, provided that such sub-contracting is not expressly prohibited by the Supervising Officer in writing within a period of 14 days from receipt by the Supervising Officer of a request in writing from the Contractor.</p> <p>(3) Notwithstanding that the Contract has not prohibited sub-contracting under sub-clause (1) of this Clause and the Supervising Officer has not prohibited sub-contracting under sub-clause (2) of this Clause the Supervising Officer, if in his opinion he considers it necessary, shall have full power to order the removal of any sub-contractor from the Site and/or the Works, which power shall not be exercised unreasonably.</p> <p>(4) The Contractor shall within 14 days from the date of the letter of the acceptance of the Tender appoint the persons named in the Contractor's Proposals to execute the design element of the Works or parts thereof as the case may be failing which the Employer shall be entitled at its sole option:</p> <ul style="list-style-type: none"> (a) to require the Contractor to continue his attempt to appoint such persons as may be approved by the Supervising Officer within a specified period of time; or (b) to terminate the Contract forthwith, in which event, the Contractor shall (without prejudice to the Employer's other rights or remedies) forthwith refund to the Employer all sums previously paid to the Contractor (if any) and the Employer shall not be under any obligation to make any or any further payments to the Contractor which would otherwise be payable under the Contract. |

(5) Any substitution or replacement of any person referred to by his name in the Contractor's Proposals for the purpose of executing the design element of the Works or parts thereof as the case may be shall be affected with the agreement of the Supervising Officer and shall be affected without delay and the substitute or replacement shall be no less well qualified in terms of experience and training than the person for whom he is substituting or whom he is replacing.

(6) The sub-contracting of the execution of any part of the construction element of the Works or the design element of the Works or any part thereof shall not relieve the Contractor from any liability or obligation under the Contract particularly in respect of the provision of superintendence in accordance with Clause 17 and his design responsibility under Clause 23, and he shall be responsible for the acts, defaults and neglects of any sub-contractor or the agents, employees or workers of any sub-contractor as fully as if they were the acts, defaults or neglects of the Contractor, his agents, employees or workers.

(7) It shall be the duty of the Contractor if so required by the Supervising Officer to furnish the Supervising Officer with full particulars of any sub-contractor employed or to be employed on the Works.

(8) (a) Where the Contractor appoints a designer who is an independent consultant not employed by the Contractor under a contract of service, then the Contractor shall include in the terms of appointment between the Contractor and the independent consultant, the following provisions which the Contractor shall use his best endeavours to ensure are observed:

(i) that the independent consultant shall not use or divulge, except for the purpose of carrying out his functions, duties and obligations under the Contract, any information provided by the Employer or the Contractor in connection with the Contract,

(ii) that the independent consultant shall execute under seal and provide to the Employer a warranty in the form set out in the Employer's Requirements, and

(iii) that the independent consultant shall provide such assistance to the Supervising Officer as is reasonably required by the Supervising Officer.

(b) The Contractor shall be responsible for submitting to the Employer within 14 days of the appointment of the independent consultant a warranty duly executed by the independent consultant in favour of the Employer in the form appearing in the Employer's Requirements with only such amendments as may previously have been approved by the Supervising Officer in writing.

(c) For the avoidance of doubt it is declared that nothing in the warranty shall be interpreted as altering the rights and duties of the Employer and the Contractor under the Contract.

(d) Further to Clause 53, it shall be a condition precedent to the issue of the certificate of completion of the Works that the Contractor shall have submitted to the Employer the duly executed warranty in strict accordance with Clause 4(8)(b).

CONTRACT DOCUMENTS

5. The several documents forming the Contract shall be construed according to the following order of precedence:

Order of
precedence of
contract
documents

(a) The Special Conditions of Contract (if any);

(b) These General Conditions of Contract;

(c) Employer's Requirements;

(d) Other documents forming the Contract.

6. (1) Subject to Clause 5, the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies (other than ambiguities or discrepancies within the Contractor's Proposals) the same shall be explained by the Supervising Officer who shall issue to the Contractor instructions clarifying such ambiguities or discrepancies. Where the Contractor makes a request in writing to the Supervising Officer for instructions under this Clause the Supervising Officer shall respond within 7 days of receipt of such request.

Treatment of
ambiguities or
discrepancies

Provided that:

(a) if in the opinion of the Supervising Officer compliance with such instructions shall involve the Contractor in any expense which by reason of any ambiguity or discrepancy

the Contractor did not and had no reason to anticipate at time of tender, the Supervising Officer shall value such expense in accordance with Clause 61, and shall certify in accordance with Clause 79;

- (b) if in the opinion of the Supervising Officer compliance with such instructions shall involve the Contractor in any saving then the Supervising Officer shall value such saving and deduct the same from the Contract Sum accordingly.

(2) Where there is an ambiguity or discrepancy within the Contractor's Proposals the Contractor shall inform the Supervising Officer in writing of his proposed amendment to remove the ambiguity or discrepancy; and (subject always to compliance with statutory requirements) the Supervising Officer may either issue instructions on such ambiguity or discrepancy or accept the Contractor's proposed amendment and the Contractor shall be obliged to comply with the instructions or acceptance by the Supervising Officer without cost to the Employer. If in the opinion of the Supervising Officer compliance with such instructions or acceptance of the Contractor's proposed amendment shall involve the Contractor in any saving then the Supervising Officer shall value such saving and deduct the same from the Contract Sum accordingly.

Copyright

7. (1) All patents, copyright, know-how and other intellectual property incorporated or utilised in the Works, including but not limited to any rights in any documents prepared for the purposes of the Contract or the Works shall remain vested in the Contractor.

(2) Upon the issue of the certificate of completion of the Works or after termination, abandonment or determination of the Contractor's employment, entry and expulsion in accordance with Clause 81(1), frustration, termination in accordance with Clause 84 or where the Supervising Officer has appointed other contractors to perform work pursuant to Clause 82 the Contractor shall be deemed to have granted to the Employer and the subsequent owners or occupiers of the Works free of all fee a non-exclusive licence to utilise such patents, copyright, know-how and other intellectual property which has been provided or procured by the Contractor provided that the Employer shall make use of such patents, copyright, know-how or other intellectual property solely in connection with the execution of the Works and/or the subsequent alteration, extension and maintenance thereof and for no other purpose whatsoever without the prior written agreement of the Contractor. In the event of different certificates of completion having been issued for different Sections or parts of the Works pursuant to Clause 53, the expression "certificate of completion" shall, for the purpose of this sub-clause, mean the last of such certificates.

Information not to be divulged

8. (1) The Contractor shall not use or divulge, except for the purpose of the Contract, any information provided by the Employer or the Supervising Officer in the Contract or in any subsequent correspondence or documentation.

(2) The Employer may use any information provided by the Contractor in accordance with the Contract but shall not divulge such information except for the purpose of the Contract or for the purpose of carrying out any repair, amendment, extension or other work connected with the Works.

Use of English language

9. The Contract, all correspondence in connection with the Contract and drawings or other documents provided by the Contractor under the Contract shall be in English.

GENERAL OBLIGATIONS

Contractor's obligations

10. The Contractor shall, subject to the provisions of the Contract, execute the Works and provide all labour, materials, Plant, Constructional Plant, Temporary Works, transport to and from the Site or in and about the Works and everything whether of a temporary or permanent nature required in and for such execution so far as necessary for providing the same is specified in or reasonably to be inferred from the Contract and for that purpose shall complete the design for the Works including the selection of any specification for any kind and standard of the material, workmanship and Plant to be supplied in connection with the Works so far as not specified in the Contract.

Contractor to execute Articles of Agreement

11. The Contractor when called upon to do so, shall enter into and execute Articles of Agreement which will be prepared at the expense of the Employer in the form annexed hereto with such modifications as may be necessary.

Sureties or security

12. If the Contract so requires, the Contractor shall either:

- (a) at his own expense obtain the guarantee in the form provided by the Employer of an insurance company or bank, in either case to be approved in writing by the Employer, to be jointly and severally bound together with him to the Employer in the sum stated in the Form of Tender for the due performance of the Contract, or

- (b) deposit with the Director of Accounting Services, the Government of the Hong Kong Special Administrative Region, as security for the due performance of the Contract the sum stated in the Form of Tender.

Provided that when the certificate of completion with respect to the Works is issued, the said guarantee or deposit sum shall be released or repaid to the Contractor. In the event of different certificates of completion having been issued for different Sections or parts of the Works pursuant to Clause 53, the expression "certificate of completion" shall, for the purpose of this Clause, mean the last of such certificates.

13. (1) For the purposes of this Clause, "Method Statement" means the Contractor's planned method of working and resources, as quantified and supported by rates and prices (which rates and prices make up a lump sum for the work relating to the Method Statement) together with the Contractor's design assumptions and assessment of sub-surface conditions (the "Sub-surface Assessment") submitted by the Contractor at the time of Tender solely for the purposes of Clause 13.

Inspection of the Site
Alternative I
(Method Statement Approach)

(2) The Contractor shall be deemed to have examined and inspected the Site and its surroundings and to have satisfied himself before submitting his Tender, as regards existing roads or other means of communication with and access to the Site, the nature of the ground and sub-soil, the form and nature of the Site, the risk of injury or damage to property, the nature of materials (whether natural or otherwise) to be excavated, the nature of the work and materials necessary for the execution of the Works, the accommodation he may require and generally to have obtained his own information on all matters affecting his Tender and the execution of the Works.

(3) Except as provided by the other sub-clauses of this Clause, no claim by the Contractor for additional payment shall be allowed on the ground of any misunderstanding in respect of the matters referred to in sub-clause (2) of this Clause or otherwise or on the ground of any allegation or fact that incorrect or insufficient information was given to him by any person whether in the employ of the Employer or not or of the failure of the Contractor to obtain correct and sufficient information, nor shall the Contractor be relieved from any risk or obligation imposed on or undertaken by him under the Contract on any such ground or on the ground that he did not or could not foresee any matter which may in fact affect or have affected the execution of the Works.

(4) The Contractor shall within 7 days of being given possession of the Site pursuant to Clause 48 commence site investigation activities to ascertain the nature of the sub-surface conditions at those areas of the Site which having regard to the Contractor's intended design may have a significant impact on the viability of the design.

(5) In the event of the sub-surface conditions encountered being in the opinion of the Supervising Officer significantly better than those indicated in the Sub-surface Assessment the Contractor shall, within 7 days of the receipt of the Supervising Officer's notice in writing of his opinion, submit proposals to take account of the sub-surface conditions encountered. If any re-design arising from such proposals is such as to allow a significant change in:

- (i) the selected construction methods, and/or
- (ii) the design, and/or
- (iii) resources, and/or
- (iv) Temporary Works,

the Supervising Officer may, after consulting the Contractor, by notice in writing determine the appropriate cost and/or time implications pertaining to the Method Statement, using the Method Statement and the Sub-surface Assessment as the basis for such determination and adjust the Contract Sum and/or revise the time for completion accordingly.

- (6) (a) If the Contractor at any time considers the sub-surface conditions are significantly worse than those indicated in the Sub-surface Assessment and such as to necessitate significant change in:

- (i) the selected construction methods, and/or
- (ii) the design, and/or
- (iii) resources, and/or
- (iv) Temporary Works,

he shall within 7 days of it becoming apparent that the sub-surface conditions will give rise to a claim notify the Supervising Officer in writing, together with his proposals to deal with those changes for the purposes of sub-clause (7)(a) of this Clause.

- (b) If the Contractor fails to comply with the notice provisions contained in sub-clause (6)(a) of this Clause, the Supervising Officer shall not consider those changes for the purpose of valuation under sub-clause (7)(a) of this Clause.
- (7) (a) If after receipt of written notice from the Contractor under sub-clause (6)(a) of this Clause the Supervising Officer agrees that the sub-surface conditions are significantly worse than those indicated in the Sub-surface Assessment such as to necessitate significant change in:
 - (i) the selected construction methods, and/or
 - (ii) the design, and/or
 - (iii) resources, and/or
 - (iv) Temporary Works,

the Supervising Officer shall value those changes he considers necessary to deal with the sub-surface conditions and, if the Supervising Officer considers that the Contractor is fairly entitled to an extension of time for the completion of the Works or any Section thereof, grant an extension of time and shall adjust the Contract Sum accordingly. The Sub-surface Assessment and the Method Statement shall represent the yardstick for such valuation and extension of time.
- (b) Provided always for each set of circumstances, that it shall be a condition precedent to any valuation or granting of any extension of time that the Contractor shall at the Contractor's cost establish to the satisfaction of the Supervising Officer that:
 - (i) the selected design, construction methods, resources and/or Temporary Works and the programme were appropriate to the sub-surface conditions envisaged in the Sub-surface Assessment, and
 - (ii) the change in the design, construction methods, resources and/or Temporary Works is directly necessitated by the sub-surface conditions encountered being significantly worse than the Sub-surface Assessment; and
 - (iii) any revision to the programme and extension of time sought is directly necessitated by the sub-surface conditions aforesaid.

In the event the Contractor fails to demonstrate the same to the satisfaction of the Supervising Officer, the Contractor shall not be entitled to a valuation or extension of time under sub-clause (7)(a) of this Clause.

(8) The Employer does not approve the Method Statement nor accept that the rates and prices making up the lump sum are correct and sufficient to cover all the Contractor's risks, liabilities and obligations set out or implied in the Contract and all matters and things necessary for the proper execution of the Works.

(9) Any decision by the Supervising Officer on the sub-surface conditions and/or valuation and/or revision of time for completion under sub-clauses (5) and (7) of this Clause shall not relieve the Contractor of his responsibility for the execution of the Works.

Alternative II

13. (1) The Contractor shall be deemed to have examined and inspected the Site and its surroundings and to have satisfied himself, before submitting his Tender, as regards existing roads or other means of communication with and access to the Site, the nature of the ground and sub-soil, the form and nature of the Site, the risk of injury or damage to property, the nature of materials (whether natural or otherwise) to be excavated, the nature of the work and materials necessary for the execution of the Works, the accommodation he may require and generally to have obtained his own information on all matters affecting his Tender and the execution of the Works.

(2) No claim by the Contractor for additional payment shall be allowed on the ground of any misunderstanding in respect of the matters referred to in sub-clause (1) of this Clause or otherwise or on the ground of any allegation or fact that incorrect or insufficient information was given to him by any person whether in the employ of the Employer or not or of the failure of the Contractor to obtain correct and sufficient information, nor shall the Contractor be relieved from any risk or obligation imposed on or undertaken by him under the Contract on any such ground or on the ground that he did not or could not foresee any matter which may in fact affect or have affected the execution of the Works.

Sufficiency of Tender

14. The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of his Tender for the Works which shall, except in so far as it is otherwise provided in the Contract, cover all his risks, liabilities and obligations set out or implied in the Contract and all matters and things necessary for the proper execution of the Works.

15. Save in so far as it is legally or physically impossible (except where the physical impossibility arises from the Contractor's design of the Works) the Contractor shall execute the Works in strict accordance with the Contract to the satisfaction of the Supervising Officer and shall comply with and adhere strictly to the Supervising Officer's instructions on any matter related to the Contract whether mentioned in the Contract or not. Works to be to the satisfaction of the Supervising Officer
16. (1) Within 14 days of the acceptance of the Tender or within such other period of time as may be specified in the Contract the Contractor shall submit to the Supervising Officer a programme showing the sequence, method and timing, including (in so far as such work is described in the Contract) due allowance for the carrying out of Specialist Works and work by utility undertakings, in which the Contractor proposes to carry out the Works and shall, whenever required by the Supervising Officer, furnish for the Supervising Officer's information, particulars in writing of the Contractor's arrangements for carrying out the Works and of the Plant, Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. Programme to be furnished
- (2) The submission to the Supervising Officer of such programme, or revised programme in accordance with Clauses 50 or 51, or the furnishing of such particulars shall not relieve the Contractor of any duty or responsibility under the Contract.
17. (1) The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Supervising Officer may consider necessary for the proper fulfilment of the Contractor's obligations under the Contract. Contractor's superintendence
- (2) The Contractor shall ensure that he is at all times represented on the Site by a competent and authorized English-speaking agent who shall be deemed to be approved by the Supervising Officer provided such agent is not expressly disapproved by the Supervising Officer in writing within 14 days from the serving of a notice in writing upon the Supervising Officer by the Contractor of the appointment of such agent. Such agent shall be constantly on the Site and shall give his whole time to the superintendence of the Works.
- (3) The Supervising Officer shall have the power, which power shall not be unreasonably exercised, to withdraw his approval of the authorized agent at any time. If such approval shall be withdrawn the Contractor shall, after receiving notice in writing of such withdrawal, remove the agent from the Site forthwith and shall not thereafter employ him again on the Site in any capacity and shall replace him by another competent English-speaking agent approved by the Supervising Officer.
- (4) Such authorized agent shall receive on behalf of the Contractor directions and instructions from the Supervising Officer and the Supervising Officer's Representative.
18. (1) 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 Works: Contractor's employees
- (a) only such technical personnel as are skilled and experienced in their respective trades and callings and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
 - (b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Works, and
 - (c) such skilled and qualified designers as are necessary for the proper and timely design of the Works.
- (2) The Supervising Officer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor or by a sub-contractor in or about the execution of the Works who in the opinion of the Supervising Officer misconducts himself or is incompetent or negligent in the proper performance of his duties or fails to comply with any particular provision with regard to safety or whose employment is otherwise considered by the Supervising Officer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Supervising Officer.
- (3) Any person so removed from the Works shall be replaced as soon as possible by a competent substitute.
- (4) The Supervising Officer's power of removal under sub-clause (2) of this Clause shall not be unreasonably exercised.
19. (1) The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels of reference and for the correctness of the position, level, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith. Setting-out

(2) If at any time during the progress of the Works any error shall appear or arise in the position, level, dimensions or alignment of any part of the Works the Contractor shall draw the attention of the Supervising Officer to the same and on being required so to do the Contractor shall at his own cost rectify such error to the satisfaction of the Supervising Officer. The checking of any setting-out or any line or level by the Supervising Officer shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

(3) The Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.

Safety and
security of the
Works

20. (1) The Contractor shall throughout the progress of the Works take full responsibility for the adequate stability and safety of all operations on the Site other than those of Specialist Contractors and utility undertakings and have full regard for the safety of all persons on the Site. The Contractor shall keep the Site and the Works in an orderly state appropriate to the avoidance of danger to all persons.

(2) The Contractor shall in connection with the Works provide and maintain all lights, guards, fences and warning signs and provide watchmen when and where necessary or required by the Supervising Officer or by any competent statutory or other authority for the protection of the Works or for the safety and convenience of the public or others.

(3) The Contractor shall ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work.

(4) The Contractor, after obtaining any necessary approval from any relevant authority, shall submit to the Supervising Officer proposals showing the layout of pedestrian routes, lighting, signing and guarding for any road opening or traffic diversion which may be required in connection with the execution of the Works. No such road opening or traffic diversion shall be brought into operation or use unless the proposals submitted have been previously approved by the Supervising Officer and properly provided and implemented on the Site.

Care of the
Works

21. (1) From and including the date for commencement of the Works notified by the Supervising Officer in accordance with Clause 47 until 28 days after the date of completion of the Works certified by the Supervising Officer in accordance with Clause 53 or until the date the Employer takes over the Works, if earlier, the Contractor shall take full responsibility for the care of the Works and any Specialist Works (except the stability and safety of the operations of Specialist Contractors and utility undertakings referred to in Clause 20(1)) or any part thereof, and for the care of any Plant, Constructional Plant, temporary buildings and materials and things whatsoever on the Site or delivered to or placed on the Site in connection with or for the purpose of the Works or any Specialist Works.

Provided that if the Supervising Officer shall issue a certificate of completion in respect of any Section or part of the Works before he shall issue a certificate of completion in respect of the Works the Contractor shall cease to be responsible for the care of that Section or part of the Works 28 days after the date of completion certified by the Supervising Officer in respect of that Section or part and the responsibility for the care thereof shall thereupon pass to the Employer.

Provided further that the Contractor shall take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the Maintenance Period until such outstanding work is complete, and shall continue to be responsible for all things which are required to be retained on the Site during the Maintenance Period including Plant, Constructional Plant, temporary buildings and materials and other facilities provided for the use of the Supervising Officer, the Supervising Officer's Representative and their staff.

(2) In case any damage, loss or injury from any cause whatsoever, except the "excepted risks" as defined in sub-clause (4) of this Clause, shall happen to the Works or any Specialist Works or any part thereof, or to any Plant, Constructional Plant, temporary buildings, materials and things whatsoever on the Site, the Contractor shall at his own expense and with all possible speed make good or at the option of the Employer shall pay to the Employer the cost of making good any such damage, loss or injury to the satisfaction of the Supervising Officer and shall, notwithstanding such damage, loss or injury, proceed with the execution of the Works in all respects in accordance with the Contract and the Supervising Officer's instructions.

(3) To the extent that any damage, loss or injury arises from any of the "excepted risks" defined in sub-clause (4) of this Clause, the Contractor shall, if instructed by the Supervising Officer, repair and make good the same at the expense or proportionate expense of the Employer. Any sum payable under this Clause by the Employer shall be valued by the Supervising Officer in the same manner as a sum payable in respect of a Variation ordered in accordance with Clause 60.

(4) The "excepted risks" are:

(a) outbreak of war (whether war be declared or not) in which Hong Kong shall be actively engaged;

- (b) invasion of Hong Kong;
- (c) act of foreign terrorists in Hong Kong;
- (d) civil war, rebellion, revolution or military or usurped power in Hong Kong;
- (e) riot, commotion or disorder in Hong Kong otherwise than amongst the employees of the Contractor, any sub-contractor or Specialist Contractor currently or formerly engaged on the Works or Specialist Works;
- (f) a cause due to the occupation by the Employer, its agents, employees or other contractors of any part of the Works for a purpose other than carrying out of Specialist Works, such purpose being authorized and required by the Employer;
- (g) a cause due to any neglect or default by the Employer or its employees or agents in the course of their employment;
- (h) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof provided always that the same are not caused in whole or in part by the Contractor or any sub-contractor.

22. (1) The Contractor shall, except if and so far as the Contract otherwise provides, indemnify and keep indemnified the Employer against all losses and claims for injury or damage to any person or property whatsoever, other than surface or other damage to land or crops on the Site, which may arise out of or in consequence of the execution of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Damage to
persons and
property

(2) The Contractor shall make good or at the option of the Employer shall pay to the Employer the cost of making good any damage, loss or injury which may occur to any property of the Employer and shall recompense the Employer in respect of any damage, loss or injury which may occur to any agent or employee of the Employer by or arising out of or in consequence of the execution of the Works or in the carrying out of the Contract.

Provided that:

- (a) the Contractor's liability to indemnify or recompense the Employer under sub-clauses (1) and (2) of this Clause shall, subject to sub-clause (3) of this Clause, be reduced proportionately to the extent that the act or neglect of the Employer, its respective agents or employees shall have contributed to the damage, loss or injury;
- (b) nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:
 - (i) the use or occupation of land provided by the Employer for the Works, or for the purpose of executing the Works, or interference, whether temporary or permanent, with any right of way, light, air or water or other easement or quasi easement which is the unavoidable result of the execution of the Works in accordance with the Contract, or
 - (ii) the right of the Employer to construct the Works on, over, under, in or through any land, or
 - (iii) injuries or damage to persons or property which are the unavoidable result of the proper execution of the Works in accordance with the Contract provided that they could not have been avoided by the Contractor having adopted any alternative design which would have complied with the Contract and which in all the circumstances would have been reasonable for the Contractor to adopt, or

for or in respect of all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

(3) The indemnities given herein by the Contractor shall not be rendered ineffective or reduced by reason of any negligence or omission of the Employer or the Supervising Officer or the Supervising Officer's Representative in watching and inspecting the Works, or in testing and examining any material to be used and workmanship employed by the Contractor in connection with the Works, or in supervising or controlling the Contractor's site operations or methods of working or Temporary Works, or in detecting or preventing or remedying defective work or services, or in ensuring proper performance or any other obligation of the Contractor.

Design responsibility	<p>23. (1) The Contractor shall, unless it is otherwise provided in the Contract, have in respect of any defect or insufficiency in the design of the Works (including any further design which the Contractor has to carry out as a result of a Variation) the like liability to the Employer, whether under statute or otherwise, as would an appropriate professional designer holding himself out as competent to take on the design of the Works, provided always that:</p> <ul style="list-style-type: none"> (a) where the Employer has relied upon the Contractor to select Plant and materials required by the design to be incorporated in the Works the Contractor shall ensure that all such Plant and materials are reasonably fit for the purpose intended by the Contract. (b) subject to sub-clause (a) above in no circumstances shall the Contractor be obliged to ensure that the design is fit for the purpose intended by the Contract. <p>(2) In preparing the design and complying with his obligations under Clause 23(1), the Contractor shall, where prescribed in the Employer's Requirements, comply in all respects with the Design Checking Procedures.</p> <p>(3) No examination or lack of examination of whatsoever nature by the Employer, its agents or employees of the Contractor's drawings, documents, calculations or details relating to the execution of the Works or otherwise nor any certification, comment, rejection or approval expressed by such persons in regard thereto, either with or without modification, shall in any respect relieve or absolve the Contractor from any obligations or liability under or in connection with the Contract.</p>
Interference with traffic and adjoining properties	<p>24. (1) All operations necessary for the construction and maintenance of the Works shall be carried on so as not to interfere unnecessarily or improperly with:</p> <ul style="list-style-type: none"> (a) the convenience of the public, or (b) the access to, use and occupation of public or private roads or footpaths or to or of properties whether in the possession of the Employer or any other person. <p>(2) The Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefor.</p>
Remedy on failure to insure	<p>25. If the Contractor shall fail to effect and keep in force any insurance which he may be required to effect by any Special Condition of Contract then and in any such case the Employer may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and such premiums, together with expenses incurred shall be recoverable by the Employer from the Contractor.</p>
Accident or injury to workers	<p>26. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any worker or other person in the employ of the Contractor or any sub-contractor save and except an accident or injury resulting from any act or default of the Employer, its agents or employees and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, save and except as aforesaid and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.</p>
Contractor to give notice of injury	<p>27. In the event of any worker or other person employed on the Works or in connection with the Contract whether in the employ of the Contractor or a sub-contractor suffering any personal injury and whether there be a claim for compensation or not, the Contractor shall, without delay, notify the Commissioner for Labour in such form and manner as required by the Employees' Compensation Ordinance (Chapter 282) and shall report the matter to the Supervising Officer in the form prescribed in the Contract.</p>
Patent rights and royalties	<p>28. The Contractor shall indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design, trademark or name or other protected rights in respect of any Constructional Plant, Plant, machine, work, method or material or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except when otherwise specified in the Contract the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works.</p> <p>Provided that where in compliance with the Employer's Requirements (save where it is specified in the Employer's Requirements that a patented article, process, design or invention is required) or with a Variation under Clause 60 (other than a Variation ordered under sub-clause (5) of Clause 60) the Contractor shall incorporate into permanent work any patented article, process or invention, the Contractor shall be reimbursed by the Employer for any expenses, costs or damages which the</p>

Contractor may have had to pay to the persons entitled to such patented article, process or invention in respect of any infringement of any patent rights, design, trademark, name or other protected rights in relation to such article, process or invention.

Provided further that the Contractor shall notify the Supervising Officer as soon as the Contractor is aware of any incorporation of patented articles, processes or inventions as a condition precedent to any such reimbursement.

29. The Contractor shall give all notices and pay all licences, levies, premiums or other fees required to be given or paid by reason of any enactment or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and statutory authorities whose property or rights are affected or may be affected in any way by the Works and if any new fee is imposed or if any existing fee is increased after the date of submission by the Contractor of the Tender, all such new fees or increases shall also be at the expense of the Contractor.

Giving of notices
and payment of
fees

30. (1) The Contractor shall conform in all respects with:

- (a) the provisions of any enactment,
- (b) the regulations or bye-laws, of any local or duly constituted authority, and
- (c) the rules and regulations of such public bodies and statutory authorities as are referred to in Clause 29,

Compliance with
enactments and
regulations

and any additions or amendments thereto during the continuance of the Works, which are applicable to the Works, and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such enactment, regulations, bye-laws or rules.

(2) Notwithstanding the Contractor's obligations under sub-clause (1) of this Clause and the definition of "Variation" in Clause 1(1), in the event that there is any addition or amendment to any such enactment, regulation, bye-law or rule after the date of submission by the Contractor of the Tender and where in the opinion of the Supervising Officer the Employer's Requirements (as to the design of the permanent work) are precluding conformity with such addition or amendment, the Supervising Officer shall order a Variation to ensure conformity with such addition or amendment provided that the Contractor shall not be entitled to any additional payment (notwithstanding the provisions of Clause 61 and Clause 63) or any extension of time for completion of the Works or any Section (notwithstanding the provisions of Clause 50(1)(b)(v)) as a result of such order unless, in the Supervising Officer's opinion, such addition or amendment could not reasonably have been foreseen by the Contractor at the date of submission by the Contractor of the Tender.

31. Any notice required to comply with any enactment or the rules and regulations of the Government of the Hong Kong Special Administrative Region or other competent authority and which the Contractor may have to exhibit either for the benefit of the public or for the benefit of his employees shall be written in English and Chinese.

Notices to be
written in
English and
Chinese

32. (1) The Supervising Officer's Representative will record daily in the Supervising Officer's site diary information with regard to labour, Plant, Constructional Plant, materials, utilities, work carried out and instructions issued to the Contractor and all other facts that may affect the progress or quality of the Works.

Site diary and
labour returns

(2) The authorized agent or representative of the Contractor shall sign the site diary daily indicating his agreement to the information recorded. If the authorized agent or representative of the Contractor does not agree with any of the items recorded in the site diary he may draw reference to the points of disagreement in writing in the site diary.

(3) The Contractor shall, as and when called upon to do so by the Supervising Officer, make available to the Supervising Officer or such other person as the Supervising Officer may direct, such information as the Supervising Officer considers necessary to enable him properly to keep and maintain his site record, but in any event and without prejudice to the generality of the foregoing, the Contractor shall deliver to the office of the Supervising Officer's Representative by not later than 1.00 p.m. on each working day a return in such form as the Supervising Officer may prescribe showing in detail the numbers of the several classes of labour on the Site that day together with the numbers of the several classes of labour so employed during the preceding twenty-four hours who were not included in the return for the previous day together with such information concerning materials, Plant, Constructional Plant and other such matters as the Supervising Officer's Representative may require.

33. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workers or any other persons from removing or damaging any such article

Fossils

or thing and shall immediately upon discovery thereof and before removal acquaint the Supervising Officer or the Supervising Officer's Representative of such discovery and carry out at the expense of the Employer the instructions of the Supervising Officer as to the disposal of the same.

Facilities for
other persons

34. (1) The Contractor shall in accordance with the requirements of the Supervising Officer afford all reasonable facilities for any person who may be carrying out, on or adjacent to the Site, any work not included in the Contract but required by the Employer, any utility undertaking or other duly constituted authority.

(2) If however the Contractor shall on the written request of the Supervising Officer either:

- (a) make available any road or way for the maintenance of which the Contractor is responsible to, or
- (b) permit the use by any Constructional Plant on the Site by, or
- (c) provide any other service of whatsoever nature to,

any person who may be carrying out, on or adjacent to the Site, any work not included in the Contract but required by the Employer, any utility undertaking or other duly constituted authority, the Employer shall pay to the Contractor in respect of such use or service such sum which the Supervising Officer may value in the same manner as a sum payable in respect of a Variation ordered in accordance with Clause 60.

Clearance of the
Site on
completion

35. As soon as practicable after the issue of the certificate of completion as provided for in Clause 53 the Contractor shall clear away and remove from the Site or, where the certificate of completion relates to a Section or part of the Works, the relevant part of the Site, all surplus materials and rubbish of any kind whatsoever and leave the Site or the relevant part thereof and the Works or the relevant Section or part thereof in a clean and tidy condition.

Publication of
photographs of
the Site or the
Works

36. (1) The Contractor shall not publish or otherwise circulate photographs of the Site or of the Works or any part thereof or anything therein except with the permission in writing of the Employer.

(2) No such permission shall exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.

Offering
gratuities

37. If the Contractor or any of his agents or employees shall be found to have offered or given any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Employer or to the Supervising Officer or to any member of the Supervising Officer's staff or to the Design Checker (if any), the Employer may terminate forthwith the employment of the Contractor under the Contract, and to hold the Contractor liable for any loss or damage which the Employer may thereby sustain.

Site cleanliness

38. The Contractor shall provide and maintain efficient and hygienic toilet facilities for the use of all persons on the Site and keep the Site in a clean and hygienic condition.

LABOUR

Engagement of
labour

39. (1) The Contractor shall make his own arrangements in regard to the provision of such labour, skilled and unskilled, as may be required for the execution of the Works and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements shall be in accordance with general local usage and subject to such regulations as the Government of the Hong Kong Special Administrative Region may from time to time require to be observed.

(2) As far as practicable all labour both skilled and unskilled shall be engaged in Hong Kong.

Fair wages

40. (1) The Contractor shall pay rates of wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

(2) The Contractor shall in respect of all persons employed by him, whether in carrying out this Contract or otherwise, in every workshop or other place occupied or used by him for carrying out the Works comply with the general conditions required by this Clause.

(3) The Contractor shall be responsible for the observance of this Clause by sub-contractors employed in the carrying out of the Works.

(4) In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor in and for carrying out this Contract and if a claim therefor is filed in the office of the Labour Department and proof thereof (including, where the claim is disputed by the Contractor or it is found necessary by the Commissioner for Labour, proof of final

determination of the claim by an award or order of the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal) is furnished to the satisfaction of the Commissioner for Labour, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to that person and any sums so paid shall be recoverable by the Employer from the Contractor.

41. (1) The Contractor shall arrange the issue of passes for the admission of workers to the Site or to any part thereof and in such event any person who fails to show his pass on demand to any duly authorized person may be refused admission. Passes

(2) If required by the Supervising Officer the Contractor shall submit a list of the names of all his workers to whom passes have been issued together with two photographs of each person and shall satisfy the Supervising Officer of their bona fides and identity.

MATERIALS, PLANT AND WORKMANSHIP

42. (1) All Plant, materials and workmanship shall be of the respective character, quality or kind required by the Contract and shall be subjected to such examinations, measurements or tests as the Contract shall require or as ordered by the Supervising Officer or the Supervising Officer's Representative at the place of manufacture, or on the Site, or at such other place or places as may be specified in the Contract, or at all or any such places. Quality of Plant, materials, workmanship and tests

(2) The Contractor shall provide such assistance, instruments, machines, labour and other facilities as may be necessary for examining, measuring or testing any work and the quality, weight or quantity of any Plant and/or material used and, before incorporation into the Works, shall supply for examining, measuring or testing such samples of Plant and/or materials as may be selected or required by the Supervising Officer or the Supervising Officer's Representative.

(3) The Contractor shall bear the expense and costs of any examination, measurement or test and of complying with the requirements of sub-clause (2) of this Clause, including without limitation any transportation costs and shall reimburse the Employer in respect of the costs of the Supervising Officer in attending such examination, measurement or test, if such examinations, measurements or tests and all repetitions thereof are clearly intended or provided for in the Contract.

(4) If any examination, measurement or test not so intended or provided for in the Contract is ordered by the Supervising Officer or the Supervising Officer's Representative, then such expense and costs of such examination, measurement or test including those of the Supervising Officer's attendance shall be borne by the Contractor if the examination, measurement or test shows the Plant, materials or workmanship not to be in accordance with the Contract but otherwise such expense and costs shall be borne by the Employer, and shall be valued in accordance with Clause 61.

(5) In the event that any test shows that the Contractor has failed to comply with the requirements of the Contract in respect of Plant, materials or workmanship, the Contractor shall propose and carry out at his own expense further or any other tests as the Supervising Officer may approve.

(6) Sub-clauses (4) and (5) of this Clause shall apply to any series of tests carried out on any part of the Works the results of which indicate that in the opinion of the Supervising Officer the Contractor has failed to comply with the requirements of the Contract in respect of Plant, materials or workmanship notwithstanding there being satisfactory individual tests included in any such series of tests.

(7) Notwithstanding the above, testing carried out in the Employer's laboratories in connection with the Works shall be free of charge.

43. The Supervising Officer and any person authorized by him shall at all times have access to the Works and to the Site and to the place of design and to all workshops and places where Plant, materials or manufactured articles are being stored or prepared or from where Plant, materials or manufactured articles are being supplied by the Contractor or any sub-contractor, and the Contractor shall render every assistance to the Supervising Officer and any person so authorized by him to obtain access when required to such other workshops and places from where Plant, materials or manufactured articles are being obtained for incorporation into the Works. Access to the Site and places of manufacture

44. (1) No work shall be covered up or put out of view without the approval of the Supervising Officer or the Supervising Officer's Representative and the Contractor shall afford full opportunity for the Supervising Officer or the Supervising Officer's Representative to examine and measure any work which is about to be covered up or put out of view and to examine any foundation before permanent work is placed thereon. Examination of work before covering up

(2) The Contractor shall give reasonable notice to the Supervising Officer's Representative whenever any such work or foundation is ready for examination and the Supervising Officer or the Supervising Officer's Representative shall, without unreasonable delay and unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining any such foundation.

Uncovering and making openings

45. (1) The Contractor shall uncover any part of the Works or make such openings in or through the same as the Supervising Officer may from time to time direct and shall reinstate and make good any such part in accordance with the Contract.

(2) If any such part has been covered up or put out of view after compliance with the requirements of Clause 44 and is found to be executed in accordance with the Contract, the expense of uncovering, making openings in or through, reinstating and making good the same shall be valued by the Supervising Officer in accordance with Clause 61 but in any other case the expense shall be borne by the Contractor.

Removal of unsatisfactory Plant, material and work

46. (1) The Supervising Officer shall during the progress of the Works have the power to order in writing:

- (a) the removal from the Site within such time as may be specified in the order of any Plant or material which in the opinion of the Supervising Officer is not in accordance with the Contract,
- (b) the substitution of proper and suitable Plant or material, and
- (c) the removal and proper re-execution, notwithstanding any previous examination, measurement or test thereof or any interim payment therefor, of any work which, in respect of Plant, materials or workmanship, is not in accordance with the Contract.

(2) The Contractor shall bear the expense of uncovering, breaking up and removal from the Site of any Plant, material or work not in accordance with the Contract and the Contractor shall also bear the expense of reinstating and making good all consequential damage to the Works resulting from such uncovering, breaking up or removal.

(3) Where the rectification of any work or replacement of Plant or any material by the Contractor which does not comply with the Contract would involve the removal and re-execution of the original permanent work the Supervising Officer may but shall not be obliged to give directions for a Variation in lieu of such removal and re-execution at no additional expense to the Employer.

Provided that if in the opinion of the Supervising Officer such Variation has involved the Contractor in expense in excess of that which would have been involved in the removal and re-execution of the original permanent work then the Supervising Officer shall value such excess in accordance with Clause 61, and shall certify in accordance with Clause 79.

(4) In the event that the Supervising Officer exercises any of his powers under sub-clause (1) of this Clause concerning materials supplied by the Employer, and if in the opinion of the Supervising Officer the Contractor could not have reasonably ascertained that the material was not in accordance with the Contract then the Supervising Officer shall ascertain the Cost incurred, and shall certify in accordance with Clause 79.

COMMENCEMENT, COMPLETION AND DELAYS

Commencement of the Works

47. (1) The Contractor shall commence and proceed with the design of the Works with due diligence and expedition and so as to enable the Contractor to comply with his obligations as to commencement, progress and completion of construction and with all other time-related obligations under the Contract.

(2) The Contractor shall commence construction of the Works on the date for commencement of construction of the Works as notified in writing by the Supervising Officer and shall proceed with the same with due diligence and expedition. The date so notified by the Supervising Officer shall be within the period of time after the date of acceptance of the Tender as stated in the Appendix to the Form of Tender. The Contractor shall not carry out work on the Site before the notified date for commencement of construction save to the extent the Supervising Officer agrees to the same.

Provided that the construction of any part of the Works shall not commence until the Supervising Officer has given his consent for construction to proceed under the Design Checking Procedures.

Possession of the Site

48. (1) Save in so far as the Contract may prescribe the extent of Portions of the Site of which the Contractor is to be given possession from time to time and the order in which such Portions shall be

made available to him and, subject to any requirement in the Contract as to the order in which the construction of the Works shall be executed, the Employer shall give to the Contractor on the date for commencement notified by the Supervising Officer in accordance with Clause 47 possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the programme referred to in Clause 16 and otherwise in accordance with such reasonable proposals in writing as the Contractor shall make to the Supervising Officer. The Employer shall from time to time, as the Works proceed, give to the Contractor possession of such further parts of the Site as may be required to enable the Contractor to proceed with construction of the Works with due despatch in accordance with the said programme or proposals, as the case may be.

(2) If upon written application having been made by the Contractor to the Supervising Officer, the Supervising Officer is of the opinion that the Contractor has been involved in additional expenditure by reason of the progress of the construction of the Works or any part thereof having been materially affected by the failure of the Employer to give possession in accordance with this Clause then the Supervising Officer shall ascertain the Cost incurred, and shall certify in accordance with Clause 79.

(3) The Contractor shall bear all expenses and charges for special or temporary wayleaves required by him in connection with access to the Site.

49. (1) The Works and any Section thereof shall be completed within the time or times stated in the Contract calculated from and including the date for commencement of construction of the Works notified by the Supervising Officer in accordance with Clause 47 or such extended time as may be determined in accordance with Clause 50 or such revised time for completion as may be notified under Clause 13 (if appropriate) or agreed under Clause 60 as the case may be.

Time for completion

(2) General Holidays shall be included in the time for completion unless otherwise stated in the Contract.

50. (1) (a) As soon as practicable but in any event within 28 days after the cause of any delay to the progress of the Works or any Section thereof has arisen, the Contractor shall give notice in writing to the Supervising Officer of the cause and probable extent of the delay.

Extension of time for completion

Provided that as soon as the Contractor can reasonably foresee that any order or instruction issued by the Supervising Officer is likely to cause a delay to the progress of the Works or any Section thereof the Contractor shall forthwith give notice in writing to the Employer and Supervising Officer and specify the probable effect and extent of such delay. Such notice shall not in any event be given later than 28 days after the Supervising Officer has issued the relevant order or instruction.

(b) If in the opinion of the Supervising Officer the cause of the delay is:

- ~~(i) inclement weather and/or its consequences adversely affecting the progress of the Works, or~~
- ~~(ii) the hoisting of tropical cyclone warning signal No. 8 or above, or~~
- ~~(iii) a Black Rainstorm Warning, or~~
- (iv) an instruction issued by the Supervising Officer under Clause 6, or
- (v) a Variation ordered under Clause 60, or
- (vi) the Contractor not being given possession of the Site or any Portion or part thereof in accordance with the Contract or is subsequently deprived of it by the Employer, or
- (vii) a disturbance to the progress of the Works for which the Employer or the Supervising Officer or a Specialist Contractor is responsible including but not restricted to any matter referred to in Clause 63, or
- (viii) the suspension of the Works in accordance with Clause 54 in so far as the suspension is not occasioned by the circumstances described in Clause 54(2)(a) to (d), or
- (ix) any utility undertaking or other duly constituted authority failing to commence or to carry out in due time any work directly affecting the execution of the Works, provided that the Contractor has taken all practical steps to cause the utility undertaking or duly constituted authority to commence or to proceed with such work, or
- (x) any special circumstance of any kind whatsoever,

Cl. 50(b)(i) to (iii)
deleted

then the Supervising Officer shall within a reasonable time consider whether the Contractor is fairly entitled to an extension of time for the completion of the Works or any Section thereof.

- (c) Notwithstanding the powers of the Supervising Officer under the provisions of this Clause to decide whether the Contractor is fairly entitled to an extension of time the Contractor shall not be entitled to an extension of time for the completion of the Works or any Section thereof if the cause of the delay is:
 - (i) a suspension occasioned by the circumstances described in Clause 54(2)(a) to (d), or
 - (ii) a shortage of Constructional Plant or labour, or
 - (iii) defective or late design by the Contractor, or
 - (iv) failure of the Contractor to interpret properly the Employer's Requirements or identify any ambiguity or discrepancy therein which could have been reasonably foreseen by an experienced contractor, or
 - (v) change in quantities as described in the breakdown of the Contractor's rates and prices other than by way of a Variation ordered under Clause 60.

(2) If in accordance with sub-clause (1) of this Clause the Supervising Officer considers that the Contractor is fairly entitled to an extension of time for the completion of the Works or any Section thereof, the Supervising Officer shall within a reasonable time determine, grant and notify in writing to the Contractor such extension. If the Supervising Officer decides that the Contractor is not entitled to an extension, the Supervising Officer shall notify the Contractor in writing accordingly.

Provided that the Supervising Officer in determining any such extension shall take into account all the circumstances known to him at that time.

Provided further that the Supervising Officer shall, if the Contractor shall so request in writing, make a subsequent review of the circumstances causing delay and determine whether any further extension of time for completion should be granted.

(3) For the avoidance of doubt if the Supervising Officer grants an extension of time in respect of a cause of delay occurring after the Employer is entitled to recover liquidated damages in respect of the Works or any Section, the period of extension of time granted shall be added to the prescribed time or previously extended time for the completion of the Works or, as the case may be, the relevant Section.

(4) For the purposes of determining whether or to what extent the Contractor may be entitled to an extension of time under sub-clause (1)(b) of this Clause the Supervising Officer may require the Contractor to submit full and detailed particulars of the cause and extent of the delay to the progress of the Works. Where such full and detailed particulars are required by the Supervising Officer, they shall be submitted in writing by the Contractor to the Supervising Officer as soon as practicable in order that the Contractor's claim may be investigated at that time by the Supervising Officer. If the Contractor fails to comply with the provisions of this sub-clause, the Supervising Officer shall consider such extension only to the extent that the Supervising Officer is able on the information available.

(5) Whenever the Supervising Officer grants an extension of time for completion in accordance with this Clause, the Contractor shall revise the programme referred to in Clause 16 accordingly.

(6) Except as provided elsewhere in the Contract, any extension of time granted by the Supervising Officer to the Contractor shall be deemed to be in full compensation and satisfaction for any loss or injury sustained or sustainable by the Contractor in respect of any matter or thing in connection with which such extension shall have been granted and every extension shall exonerate the Contractor from any claim or demand on the part of the Employer for the delay during the period of such extension but not for any delay continued beyond such period.

(7) For the purpose of this Clause, "Black Rainstorm Warning" means a warning issued by the Director of the Hong Kong Observatory of a heavy rainstorm in, or in the vicinity of, Hong Kong by the use of the heavy rainstorm signal commonly referred to as Black.

Rate of progress

51. (1) If the rate of progress of the Works or any Section thereof is at any time in the opinion of the Supervising Officer too slow to ensure completion by the time for completion prescribed by Clause 49 or extended or revised time for completion prescribed by Clauses 13 (if appropriate), 50 and 60 as the case may be, the Supervising Officer may so inform the Contractor in writing and the Contractor shall immediately take such steps as are necessary to expedite the completion of the Works or any Section thereof. The Contractor shall inform the Supervising Officer of such proposed steps and revise the programme referred to in Clause 16 accordingly.

(2) Notwithstanding the provisions of sub-clause (1) of this Clause and subject to compliance with any enactment, regulation or bye-law, the Supervising Officer shall be empowered to instruct the Contractor in writing to carry out the Works or any part thereof during any hours of the day where the Supervising Officer considers it necessary owing to the default, negligence, omission or slow progress of the Contractor.

(3) The Contractor shall not be entitled to any additional payment for complying with any instruction given in accordance with this Clause.

52. (1) If the Contractor fails to complete the Works or where the Works are divided into Sections any Section within the time for completion prescribed by Clause 49 or such extended time as may be granted in accordance with Clause 50 or such revised time for completion as may be notified under Clause 13 (if appropriate) or agreed under Clause 60, then the Employer shall be entitled to recover from the Contractor liquidated damages and may but shall not be bound to deduct such damages either in whole or in part, in accordance with the provisions of Clause 83. The payment of such damages shall not relieve the Contractor from his obligations to complete the Works or from any other of his obligations under the Contract.

Liquidated
damages for
delay

(2) The liquidated damages shall be calculated using the rate per day prescribed in the Contract, either for the Works or for the relevant Section, whichever is applicable.

Provided that, if the Supervising Officer certifies completion under Clause 53 of any part of the Works before completion of the Works or any part of any Section before the completion of the whole thereof, then the rate per day of liquidated damages for the Works or the relevant Section shall from the date of such certification be reduced in the proportion which the value of the part so certified bears to the value of the Works or the relevant Section, as applicable, both values as of the date of such certification shall be determined by the Supervising Officer.

(3) The period for which liquidated damages shall be calculated shall be the number of days from the prescribed date for completion or any extension or revision thereof of the Works or the relevant Section until and including the certified date of completion.

Provided that, if the Supervising Officer subsequently grants an extension of time which affects the period described above, then the Employer shall reimburse the Contractor the liquidated damages for the number of days so affected at the rate described in sub-clause (2) of this Clause together with interest at the rate provided for in Clause 79(4) within 28 days of the granting of such extension of time.

(4) All monies payable by the Contractor to the Employer pursuant to this Clause shall be paid as liquidated damages for delay and not as a penalty.

53. (1) When the Works have been substantially completed and have satisfactorily passed any final test (including the Commissioning Tests) that may be prescribed by the Contract, the Contractor may serve notice in writing to that effect to the Supervising Officer, accompanied by an undertaking to carry out any outstanding work during the Maintenance Period, requesting the Supervising Officer to issue a certificate of completion in respect of the Works. The Supervising Officer shall, within 21 days of the date of receipt of such notice either:

Completion of
the Works

- (a) issue a certificate of completion stating the date on which, in the Supervising Officer's opinion, the Works were substantially completed in accordance with the Contract and the Maintenance Period shall commence on the day following the date of completion stated in such certificate, or
- (b) give instructions in writing to the Contractor specifying all the work which, in the Supervising Officer's opinion, is 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 (2) of this Clause shall apply.

(2) Notwithstanding the provisions of sub-clause (1) of this Clause, as soon as in the opinion of the Supervising Officer the Works have been substantially completed and satisfactorily passed any final test (including the Commissioning Tests) which may be prescribed by the Contract, the Supervising Officer shall issue a certificate of completion in respect of the Works and the Maintenance Period shall commence on the day following the date of completion stated in such certificate.

(3) The Contractor shall carry out any outstanding work as soon as practicable after the issue of the certificate of completion or as reasonably directed by the Supervising Officer and in any event before the expiry of the Maintenance Period. The Contractor's obligation to provide, service and maintain site offices, latrines and the like, shall continue for as long as may be necessary for the completion of any outstanding work.

(4) The provisions of sub-clauses (1), (2) and (3) of this Clause shall apply equally to any Section.

(5) (a) The Supervising Officer shall give a certificate of completion in respect of any part of the Works which has been completed to the satisfaction of the Supervising Officer and is required by the Employer for permanent occupation or use before the completion of the Works or any Section.

(b) The Supervising Officer, following a written request from the Contractor, may but shall not be bound to give a certificate of completion in respect of any substantial part of the Works which has been completed to the satisfaction of the Supervising Officer before the completion of the Works or any Section and is capable of permanent occupation and/or permanent use by the Employer.

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

(6) Any certificate of completion given in accordance with this Clause in respect of any Section or part of the Works shall not be deemed to certify completion of any ground or surface requiring reinstatement unless the certificate shall expressly so state.

(7) For the purposes of this Clause the term "Works" shall exclude any maintenance work executed in accordance with Clause 56.

SUSPENSION OF THE WORKS

Suspension of
the Works

54. (1) The Contractor shall upon the written order of the Supervising Officer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Supervising Officer may consider necessary and shall during such suspension properly protect and secure the Works so far as is necessary in the opinion of the Supervising Officer.

(2) If upon written application by the Contractor to the Supervising Officer, the Supervising Officer is of the opinion that the Contractor has been involved in additional expenditure by reason of a suspension order given by the Supervising Officer under this Clause then the Supervising Officer shall ascertain the Cost incurred and shall certify in accordance with Clause 79, unless such suspension order is:

(a) otherwise provided for in the Contract, or

(b) necessary by reason of weather conditions affecting the safety or quality of the Works or any part thereof, or

(c) necessary by reason of some default on the part of the Contractor or any person carrying out the Works, or

(d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof or for the safety and health of any person or the safety of any property on or adjacent to the Site in as much as such necessity does not arise from any act or default of the Supervising Officer or the Employer or from any of the excepted risks defined in Clause 21.

Suspension
lasting more
than 90 days

55. If the progress of the Works or any part thereof is suspended on the written order of the Supervising Officer and if written permission to resume work is not given by the Supervising Officer within a period of 90 days after the date of suspension then the Contractor may, unless such suspension is occasioned by the circumstances described in Clause 54(2)(a) to (d), serve a notice in writing on the Supervising Officer requiring permission within 28 days after the receipt of such notice to proceed with the Works or that part thereof in regard to which progress is suspended. If within the said 28 days the Supervising Officer does not grant such permission the Contractor by a further notice in writing served on the Supervising Officer may, but is not bound to, elect to treat the suspension where it affects part only of the Works as an omission of such part pursuant to a Variation under Clause 60 or where it affects the Works as an abandonment of the Contract by the Employer.

MAINTENANCE AND DEFECTS

Execution of
work of repair

56. (1) The Works shall at or as soon as practicable after the expiry of the Maintenance Period be delivered up to the Employer in the condition required by the Contract, fair wear and tear excepted.

(2) All maintenance work whether or not required urgently by the Supervising Officer shall be carried out by the Contractor during the Maintenance Period or within 14 days after its expiry, and the Supervising Officer may by notice in writing require the Contractor to carry out maintenance work including any work of repair or rectification, or make good any defect, imperfection, shrinkage, settlement or other fault identified within the Maintenance Period, and the Contractor shall carry out such work within the Maintenance Period or as soon as practicable thereafter, and where the Supervising Officer requires such maintenance work to be carried out urgently, the Contractor shall carry out such work in compliance with such terms contained in the notice imposed by the Supervising Officer as the Supervising Officer may consider necessary and reasonable in the circumstances.

(3) All such work shall be carried out by the Contractor at his own expense if the necessity for such work shall, in the Supervising Officer's opinion, be due to the use of Plant, materials or workmanship not in accordance with the Contract or due to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the Contract. If in the opinion of the Supervising Officer such necessity shall be due to any other cause, the Supervising Officer shall value the work as if it were a Variation ordered in accordance with Clause 60, and shall certify in accordance with Clause 79.

(4) If the Contractor fails to carry out any outstanding work as required by Clause 53(3) or fails to carry out any maintenance work and in such terms (if any) as required by the Supervising Officer under sub-clause (2) of this Clause the Employer shall be entitled after giving reasonable notice in writing to the Contractor, to have such work carried out by its own workers or by other contractors and if such work is work which the Contractor would have been required to carry out at his own expense the Employer shall be entitled to recover from the Contractor the expenditure incurred in connection therewith.

57. If in the course or for the purpose of the construction or maintenance of the Works or any part thereof, any highway or other road or way shall have been broken into then notwithstanding any other provision of the Contract:

Temporary
reinstatement

- (a) if the permanent reinstatement of such highway or other road or way is to be carried out by the appropriate authority or by some person other than the Contractor, the Contractor shall at his own expense and independently of any requirement of or notice from the Supervising Officer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection, settlement or fault in the temporary reinstatement of such highway or other road or way and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises until the end of the Maintenance Period in respect of the Works beneath such highway or other road or way or until the authority or other person as aforesaid shall have taken possession of the Site for the purpose of carrying out permanent reinstatement, whichever is the earlier. The Contractor shall indemnify the Employer against and from any damage or injury to the Employer or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto;
- (b) as from the end of such Maintenance Period or the taking of possession as aforesaid, whichever is the earlier, the Employer shall indemnify the Contractor against and from any damage or injury as aforesaid arising out of or in consequence of or in connection with the said permanent reinstatement or any defect, imperfection or failure of or in such work of permanent reinstatement and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto;
- (c) where the authority or other person as aforesaid shall take possession of the Site as aforesaid in Portions or parts the responsibility of the Contractor under paragraph (a) of this Clause shall cease in regard to any such Portion or part at the time possession thereof is so taken but shall during the continuance of the said Maintenance Period continue in regard to any Portion or part of which possession has not been so taken and the indemnities given by the Contractor and the Employer respectively under paragraphs (a) and (b) of this Clause shall be construed and have effect accordingly.

58. (1) At any time prior to the issue of the maintenance certificate in accordance with Clause 80 the Contractor shall, if instructed by the Supervising Officer in writing, investigate the cause of any defect, imperfection or fault under the directions of the Supervising Officer.

Investigating
defects

Provided that if the Supervising Officer at his absolute discretion so decides, the Employer shall be entitled, after giving reasonable notice in writing to the Contractor, to have such investigation carried out by its own workers or by other contractors.

(2) If such defect, imperfection or fault shall be one for which the Contractor is liable in accordance with the provisions of the Contract, the expense incurred in investigating as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault together with any consequential damage at his own expense.

(3) If such defect, imperfection or fault shall be one for which the Contractor is not so liable, then the Supervising Officer shall value any investigation and remedial work carried out by the Contractor as aforesaid in accordance with Clause 61, and shall certify in accordance with Clause 79.

VARIATIONS, VALUATIONS AND CLAIMS

Breakdown of
the Contractor's
rates and prices

59. (1) The Contractor is deemed to have included in the Contract Sum all costs, expenses and profit necessary for the proper execution of the Works.

(2) Subject to Clause 60, no change in quantities as described in the breakdown of the Contractor's rates and prices shall entitle the Contractor to any additional payment.

Variations

60. (1) The Supervising Officer may order in writing any Variation that is necessary for the completion of the Works or is in his opinion desirable for or to achieve the satisfactory completion and functioning of the Works. The Contractor shall forthwith carry out such Variation in accordance with the Supervising Officer's instruction. Provided that no Variation shall require significant alteration or modification in the design already checked under Clause 23(2) without the consent of the Contractor which consent shall not be unreasonably delayed or withheld.

(2) No Variation ordered by the Supervising Officer shall in any way vitiate or invalidate the Contract but all such Variations shall be valued in accordance with Clause 61.

(3) Any Variation ordered by the Supervising Officer may include a requirement for the Contractor to prepare and submit within 14 days of the Contractor receiving the Variation order, a lump sum quotation in writing for complying with the order.

(4) (a) Notwithstanding sub-clause (3) of this Clause, prior to ordering a Variation, the Supervising Officer may request the Contractor to submit a lump sum quotation in writing within 14 days of receipt of such request, or within such other time as may be agreed between the Supervising Officer and the Contractor.

~~(b) In the event that the Contractor is not subsequently instructed by the Supervising Officer to execute the Variation referred to in Clause 60(4)(a) above, the Contractor shall be entitled to any Cost incurred in the preparation of the lump sum quotation which Cost shall be ascertained by the Supervising Officer and shall be certified in accordance with Clause 79.~~

Cl. 60(4)(b)
deleted

(5) (a) The Contractor may propose a Variation by submitting in writing to the Supervising Officer a proposal together with sufficient details and justification to show that:

(i) the time for construction of the Works can be reduced, and/or

(ii) the future maintenance cost can be reduced, and/or

(iii) the quality of design and/or the construction of the Works can be enhanced, and/or

(iv) the Contract Sum can be reduced by the amount of the lump sum reduction that the Contractor can offer to the Employer, and

(v) in any event:

(i) the quality of the design or construction of the Works is not prejudiced, or

(ii) the proposed Variation is in the interests of the Employer.

(b) The Supervising Officer shall within 14 days of receipt of the Contractor's proposed Variation and supporting detailed information under sub-clause (5)(a) of this Clause, or within such time as may be agreed between the Contractor and the Supervising Officer, but solely at the discretion of the Supervising Officer, confirm whether or not he agrees to the proposed Variation and, if so, order the Contractor in writing to carry out the proposed Variation under this sub-clause.

(c) No adjustment shall be made to the Contract Sum by virtue of this sub-clause except the reduction pursuant to sub-clause (5)(a)(iv) of this Clause.

61. (1) The Supervising Officer shall determine the sum (if any) which in his opinion shall be added to or deducted from the Contract Sum as a result of a Variation order given by the Supervising Officer under Clause 60 (other than a Variation ordered under sub-clause (5) of Clause 60) in accordance with the following principles:

- (a) by valuation in accordance with sub-clause (4) of this Clause, or
- (b) by acceptance of a lump sum quotation prepared and submitted by the Contractor to the Supervising Officer in accordance with sub-clauses (5) and (6) of this Clause.

(2) The valuation of any Variation ordered by the Supervising Officer in accordance with sub-clause (1) of Clause 60 shall include the Cost (if any) of any disturbance to, or prolongation of both varied and unvaried work.

(3) In the event of the Supervising Officer and the Contractor failing to reach agreement on any rate or price under the provisions of sub-clause (4) of this Clause, the Supervising Officer shall fix such rate or price as shall in his opinion be reasonable and notify the Contractor accordingly.

(4) The Supervising Officer shall determine the value of a Variation as follows:

- (a) Any item of work omitted shall be valued at the rate or price set out in the Contract for such work or, in the absence of such a rate or price, at a rate or price agreed between the Supervising Officer and the Contractor.
- (b) Any work carried out which is the same as or similar in character to and executed under the same or similar conditions and circumstances to any item of work priced in the Contract shall be valued at the rate or price set out in the Contract for such item of work.
- (c) Any work carried out which is not the same as or similar in character to or is not executed under the same or similar conditions or circumstances to any item of work priced in the Contract shall be valued at a rate or price based on the rates or prices in the Contract so far as may be reasonable, failing which, at a rate or price agreed between the Supervising Officer and the Contractor.

Provided that if the nature or extent of any Variation ordered in accordance with sub-clause (1) of Clause 60 relative to the nature or extent of the Works or any part thereof shall be such that in the opinion of the Supervising Officer any rate or price contained in the Contract for any item of work is by reason of such Variation rendered unreasonable or inapplicable then a new rate or price shall be agreed between the Supervising Officer and the Contractor for that item, using the Contract rates or prices as the basis for determination and taking into account the provisions of sub-clause (2) of this Clause.

(5) Any lump sum quotation submitted by the Contractor to the Supervising Officer in accordance with sub-clause (3) or (4) of Clause 60 shall indicate how the lump sum was calculated by showing separately full details of:

- (a) the cost of complying with the order,
- (b) the cost of preparing the lump sum quotation,
- (c) the Cost (if any) of any disturbance to or prolongation of varied and unvaried work as a consequence of complying with the order, and
- (d) such other information as will enable the Supervising Officer to evaluate the lump sum quotation.

(6) The Supervising Officer shall notify the Contractor not later than 14 days from the receipt of any such lump sum quotation (or such other time as may be agreed between the Supervising Officer and the Contractor) whether or not it has been accepted. If accepted, the amount specified in the lump sum quotation, or otherwise agreed between the Supervising Officer and the Contractor, shall be the full sum to which the Contractor is entitled for complying with that order.

(7) In the event that a lump sum quotation is submitted in accordance with sub-clause (3) or (4) of Clause 60 and the lump sum quotation is not accepted by the Supervising Officer, then the work ordered under sub-clause (1) of Clause 60 shall be valued in accordance with sub-clause (4) of this Clause.

(8) The Contractor shall supply the Supervising Officer with any further information reasonably requested by the Supervising Officer within 14 days of the request to enable him to value any Variation ordered under sub-clause (1) of Clause 60.

(9) The Supervising Officer shall within 28 days of the receipt of the information requested under sub-clause (8) of this Clause notify the Contractor of his valuation.

Design
development

62. Should the Contractor for any reason wish to change his design of the Works after the design has been checked under Clause 23(2), he shall comply in all respects with the Design Checking Procedures.

Disturbance to
the progress of
the Works

63. If upon written application by the Contractor to the Supervising Officer, the Supervising Officer is of the opinion that the Contractor has been or is likely to be involved in expenditure for which the Contractor would not be reimbursed by a payment made under any other provision in the Contract by reason of the progress of the Works or any part thereof having been materially affected by:

- (a) any Variation ordered in accordance with Clause 60 (other than a Variation where the relevant lump sum quotation submitted in accordance with sub-clause (3) or (4) of Clause 60 has been accepted by the Supervising Officer or a Variation ordered under sub-clause (5) of Clause 60), or
- (b) the opening up for inspection in accordance with Clause 45 of any work covered up or the testing of Plant, materials or workmanship not required by the Contract but directed by the Supervising Officer or the Supervising Officer's Representative in accordance with Clause 42(1) unless the inspection or test showed that the Plant, work, materials or workmanship were not in accordance with the Contract, or
- (c) delay caused by any person or any company, not being a utility undertaking, engaged by the Employer in supplying materials or in executing work directly connected with but not forming part of the Work, or
- (d) late delivery of material, plant or equipment by the Employer,

then the Supervising Officer shall ascertain the Cost incurred and shall certify in accordance with Clause 79.

Notice of claims

64. (1) If the Contractor intends to claim a higher rate or price than one notified to him by the Supervising Officer pursuant to Clause 61(3) or Clause 84(4)(b) the Contractor shall within 28 days of such notification give notice in writing of his intention to claim to the Supervising Officer.

(2) If the Contractor intends to claim any additional payment under the provisions of any Clause of the General Conditions of Contract or Special Conditions of Contract (if any) other than as mentioned in sub-clause (1) of this Clause, the Contractor shall within 28 days after the happening of the events giving rise to a claim serve notice in writing on the Supervising Officer of his intention to claim and the contractual provisions upon which the claim is based.

(3) The Contractor shall keep such contemporary records as may reasonably be necessary to support any claim and shall give to the Supervising Officer details of the records being kept in respect thereof. Without necessarily admitting the Employer's liability, the Supervising Officer may require the Contractor to keep and agree with the Supervising Officer's Representative any additional contemporary records as are reasonable and may in the opinion of the Supervising Officer be material to the claim. The Contractor shall permit the Supervising Officer and the Supervising Officer's Representative to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Supervising Officer or the Supervising Officer's Representative shall so require.

(4) After the giving of a notice to the Supervising Officer under this Clause, the Contractor shall, as soon as is reasonable, send to the Supervising Officer a first interim account giving full and detailed particulars of the circumstances giving rise to the claim, the rate or sum claimed and the manner in which such rate or sum is calculated. Thereafter, at such intervals as the Supervising Officer may reasonably require, the Contractor shall send to the Supervising Officer further up-to-date accounts giving the accumulated total of the claim and any further full and detailed particulars in relation thereto.

(5) If the Contractor fails to comply with the notice provisions contained in sub-clauses (1) or (2) of this Clause in respect of any claim, such claim shall not be considered.

(6) If the Contractor fails to comply with the provisions of sub-clauses (3) or (4) of this Clause in respect of any claim the Supervising Officer may consider such claim only to the extent that the Supervising Officer is able on the information made available.

Provided that the Supervising Officer shall not be obliged to take into account when considering a claim any particulars of the claim received by him after the expiry of a period of 180 days calculated from the date of completion stated in the certificate of completion with respect to the Works. In the event of different certificates of completion having been issued for different Sections or parts of the Works pursuant to Clause 53, the expression "certificate of completion" shall, for the purpose of this sub-clause, mean the last of such certificates.

PROVISIONAL AND CONTINGENCY SUMS

65. Any Provisional Sum and Contingency Sum included in the Employer's Requirements shall only be used upon the written instruction of the Supervising Officer.

Instructions on
Provisional and
Contingency
Sums
Accounting of
Provisional and
Contingency
Sums

66. Any Provisional Sum and the Contingency Sum shall be deducted from the Contract Sum and in lieu thereof shall be added the value of the work ordered by the Supervising Officer, determined in accordance with Clause 61.

COMMISSIONING TESTS

67. (1) The Contractor shall give to the Supervising Officer 14 days notice in writing of the date after which he will be ready to make the Commissioning Tests. Unless otherwise agreed the tests shall commence on such day or days as the Supervising Officer shall notify the Contractor in writing which shall be within 7 days of the date specified in the Contractor's notice.

Commissioning
Tests

(2) If the Supervising Officer fails to appoint a time for the commencement of Commissioning Tests in respect of any item of Plant or any other part of the Works after having been asked to do so or fails to attend at any time or place duly appointed for making the said tests the Contractor shall be entitled to proceed in the absence of the Supervising Officer and shall supply the Supervising Officer with full details of the results of such tests.

(3) The Contractor shall, at his own expense provide everything including labour, materials, electricity (save where a permanent supply is connected and the Contractor is entitled to use the same at the Employer's expense), fuel, water, stores and apparatus as may be required to carry out the Commissioning Tests efficiently.

(4) Any part of the Works which has failed to pass the Commissioning Tests shall, if required by the Supervising Officer, be re-tested within a reasonable time at the Contractor's expense.

PARTIAL POSSESSION

~~68. (1) If before completion of the Works the Employer wishes to take possession of any part or parts of the Works and the consent of the Contractor (which consent shall not be unreasonably withheld) has been obtained, then notwithstanding anything expressed or implied elsewhere in this Contract, the Employer may take possession thereof. The Contractor shall thereupon issue to the Employer a written statement identifying the part or parts of the Works taken into possession and giving the date when the Employer took possession.~~

Partial
possession

~~(2) For the purposes of Clauses 21, 52, 53 and 56 completion of the relevant part shall be deemed to have been certified by the Supervising Officer by the issue of a certificate of completion of the relevant part and the Maintenance Period in respect of the relevant part shall be deemed to have commenced on the relevant date.~~

Cl. 68
deleted

~~(3) When any defect, shrinkage or other fault in the relevant part which the Supervising Officer may have required to be made good under Clause 56 shall have been made good he shall issue a notice to that effect.~~

~~(4) For the purpose of this Clause the term "Works" shall exclude any maintenance work executed in accordance with Clause 56.~~

DRAWINGS

69. Within 90 days of the completion of the Works or, where the Works is divided into Sections, each Section thereof, the Contractor shall without additional charge to the Employer supply for the retention and use of the Employer such drawings and information showing or describing the Works or the relevant Section as built, and concerning the maintenance and operation of the Works, or the relevant Section including any Plant and installations comprised in the Works or the relevant Section, as may be specified in the Contract.

As-built
drawings

70. One copy of all drawings and documents relating to the Works shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Supervising Officer and the Supervising Officer's Representative, and by any other person authorized by the Supervising Officer in writing, who shall have the right at all reasonable times to inspect at the premises of the Contractor or any of his sub-contractors all drawings of and all documents relating to the Works or any part thereof.

Access to
drawings on the
Site

CONSTRUCTIONAL PLANT, PLANT, TEMPORARY BUILDINGS AND MATERIALS

Vesting of Constructional Plant and temporary buildings	71. All Constructional Plant and temporary buildings owned by the Contractor shall when brought onto the Site be and become the property of the Employer but may be removed from the Site by the Contractor at any time unless removal is expressly prohibited by the Supervising Officer in writing. Upon removal as aforesaid or under the terms of Clause 88(2) such Constructional Plant and temporary buildings shall re-vest in the Contractor. Upon completion of the Works the remainder of such Constructional Plant and temporary buildings shall, subject to Clause 81, re-vest in the Contractor.
Vesting of Plant and materials	72. All Plant and materials owned by the Contractor for incorporation in the Works shall be and become the property of the Employer upon delivery to the Site, and shall not be removed without an instruction or the prior written consent of the Supervising Officer. Plant and materials shall, subject to Clause 81, only re-vest in the Contractor to the extent that they may be found to be surplus to requirements upon or prior to completion of the Works. The operation of this Clause shall not be deemed to imply any approval by the Supervising Officer of such Plant or materials or prevent the rejection by the Supervising Officer of any Plant or material at any time.
Removal of Constructional Plant, Plant, temporary buildings and materials	<p>73. (1) Upon the certificate of completion of the Works being issued, or the last of such certificates where a certificate is issued for a part or parts of the Works before completion of the whole, the Contractor shall remove all Constructional Plant, temporary buildings and surplus Plant and materials from the Site, except those required to complete any outstanding work in accordance with Clause 53 or to discharge the Contractor's other obligations under the Contract.</p> <p>(2) If the Contractor shall fail to remove from the Site any Constructional Plant, temporary buildings or surplus Plant and materials as aforesaid within such reasonable time after completion of the Works as may be allowed by the Supervising Officer, then the Employer may:</p> <ul style="list-style-type: none"> (a) sell any such Constructional Plant, temporary buildings or surplus Plant and materials owned by the Contractor and after deducting from any proceeds of sale the charges and expenses of and in connection with such sale shall pay the balance (if any) to the Contractor but to the extent that the proceeds of sale are insufficient to meet all such charges and expenses the excess shall be recoverable by the Employer from the Contractor, or (b) return Constructional Plant hired or the subject of a hire-purchase agreement to the firm or company from whom it was so hired by the Contractor, and recover the charges and expenses of and in connection with such return from the Contractor.
Hired and hire-purchase Constructional Plant	<p>74. Constructional Plant which is not solely owned by the Contractor shall not be brought onto the Site without the consent of the Supervising Officer, and the Supervising Officer shall have the power to withhold consent unless the owner of the Constructional Plant gives a written undertaking to the Employer that:</p> <ul style="list-style-type: none"> (a) the owner of the Constructional Plant will consent to the assignment by the Contractor to the Employer of the benefit of any hiring or hire-purchase or other agreement made with the Contractor in respect of the relevant Plant in the event of either the determination of the Contractor's employment or termination of the Contract by the Employer in accordance with the provisions of the Contract or the abandonment of the Contract by the Contractor before completion of the Works. (b) subject to any assignment under paragraph (a) of this Clause, the owner of the Constructional Plant will permit the Employer, or any other contractor employed by the Employer, to use the relevant Constructional Plant for the purpose of completion of the Works.
Employer's expense in entering into hire or hire-purchase agreement	75. In the event of the Employer entering into any agreement for hiring or hire-purchase under Clause 74 all sums paid by the Employer under the provisions of any such agreement and all expenses incurred by the Employer in entering into such agreement shall be deemed to be part of the cost of completing the Works, and shall be recoverable by the Employer from the Contractor.
Liability for loss or damage to Constructional Plant	76. Save as stated in Clause 21, the Employer shall not at any time be liable for the loss of or damage to any of the Constructional Plant, temporary buildings, Plant or materials which have become the property of the Employer under Clauses 71 and 72 or loss of or damage to any hired or hire-purchase Constructional Plant brought onto the Site in accordance with Clause 74.

77. The Contractor shall when entering into any sub-contract for the execution of any part of the Works incorporate in such sub-contract the provisions of Clauses 71 to 76 and shall use his best endeavours to ensure that they are observed.

Incorporation of certain Clauses in sub-contracts

CERTIFICATES AND PAYMENTS

78. (1) Where Alternative A (milestone payments) in the Appendix to the Form of Tender applies to the Contract, the Contractor shall submit to the Supervising Officer upon completion of each milestone set out or referred to in the Appendix to the Form of Tender a statement showing:

Contractor's interim statements

- (a) the cumulative value at the relevant milestone, and
- (b) the amount of valuation of Variations or of instructions by the Supervising Officer in regard to the expenditure of Provisional and Contingency Sums included in the Employer's Requirements, and
- (c) all further sums which the Contractor considers to be due to him under the Contract.

(2) Where Alternative B (periodic payments) in the Appendix to the Form of Tender applies to the Contract, the Contractor shall deliver to the Supervising Officer at the end of each period of interim certificates stated in the Appendix to the Form of Tender a statement showing:

- (a) the estimated contract value of the work done in accordance with the Contract up to the end of such period, with sums payable in respect of instructions by the Supervising Officer in regard to the expenditure of Provisional and Contingency Sums included in the Employer's Requirements and adjustments for Variations listed separately;
- (b) a list of materials and unfixed Plant delivered to the Site for use in the permanent work and their estimated contract value; and
- (c) all further estimated sums which the Contractor considers to be due to him under the Contract.

(3) The statement shall be prepared on a form supplied by and at the expense of the Contractor and the style and number of copies shall be as the Supervising Officer shall determine. The Contractor shall complete the required number of copies of the statement and deliver them to the Supervising Officer for checking and, if necessary, correction in accordance with Clause 79. One corrected copy shall be returned to the Contractor.

79. (1) Within 7 days where Alternative A applies or 21 days where Alternative B applies (unless otherwise stated in either case in the Contract) of the date of delivery to the Supervising Officer of the Contractor's statement in accordance with Clause 78, the Supervising Officer shall value and certify and within a further 21 days of the date of certification by the Supervising Officer the Employer shall pay to the Contractor after deducting previous payments on account (if any) and any other sum deductible by the Employer under the Contract the sum which in the opinion of the Supervising Officer is properly due having regard to the progress of the Works where Alternative A applies or based on the rates or prices in the Contract where appropriate, where Alternative B applies, in respect of the following:

Interim and final payments, Retention Money and interest

- (a) the estimated value of the permanent works executed and the design, and
- (b) the estimated value of any Temporary Works or preliminary item for which a separate sum is provided in the breakdown of the Contractor's rates and prices, and
- (c) the estimated value of materials and unfixed Plant for inclusion in the permanent work and not being prematurely delivered to and being properly stored on the Site, and
- (d) any other sum to which, in the opinion of the Supervising Officer, the Contractor is entitled in accordance with the Contract.

Provided that the total certified sum shall be adjusted by the Supervising Officer to take into account:

- (i) the retention of the percentage stated in the Contract until the sum retained reaches the limit of Retention Money stated in the Contract; and

~~(ii) any adjustment to be made for fluctuations in accordance with Clause 89.~~

Cl. 79(1)(d)(ii) deleted

Provided further that, for the purpose of interim payments, the value of the materials and unfixed Plant as referred to in (c) above for use in connection with any item of permanent work priced in the Contract shall be determined on the basis of the rate set out in the Contract for such work.

Provided further that the Supervising Officer may refuse to issue a certificate for an interim payment in the event of failure by the Contractor to supply the Supervising Officer, when prescribed in the Employer's Requirements, all the Check Certificates relating to the design of the Works in accordance with the Design Checking Procedures or to submit to the Supervising Officer the programme or any of its subsequent revisions in accordance with Clause 16.

(2) The Supervising Officer may refuse to issue a certificate for an interim payment for a sum less than the minimum payment stated in the Contract, but nothing in this Clause shall prevent the Supervising Officer from issuing a certificate at any time for any sum if in the opinion of the Supervising Officer it is desirable to do so.

(3) Within 14 days of the date of issue by the Supervising Officer of the maintenance certificate in accordance with Clause 80, the Supervising Officer shall issue a certificate for the payment of Retention Money and, subject to Clause 83, the Employer shall pay such Retention Money to the Contractor within 21 days of the date of such certificate.

(4) (a) In the event of failure by the Employer to make payment to the Contractor in compliance with the provisions of this Clause, the Employer shall pay to the Contractor interest at one percent below the judgment debt rate prescribed from time to time by the Rules of the Supreme Court (Chapter 4 of the Laws of Hong Kong) upon any overdue payment from but not including the date on which the same should have been made.

(b) The Employer shall not under any circumstances be liable to pay to the Contractor interest on any sum payable to the Contractor under or arising out of the Contract, whether upon the certificate of the Supervising Officer or otherwise, at a rate in excess of one percent below the said judgment debt rate.

(5) The Supervising Officer shall have the power to omit from any certificate the value of any work done, materials or Plant supplied or services rendered with which the Supervising Officer may for the time being be dissatisfied and for that purpose, or for any other reason which to the Supervising Officer may seem proper, may by any certificate delete, correct or modify any sum previously certified by him.

(6) Within 90 days after the date of issue of the maintenance certificate the Contractor shall submit to the Supervising Officer a statement of final account and supporting documentation showing in detail the sums which the Contractor considers to be due to him under the Contract up to the date of the maintenance certificate. Within 90 days after receipt of the final account and of all information reasonably required for its verification, the Supervising Officer shall issue a final payment certificate stating the sum which in his opinion is finally due under the Contract up to the date of the maintenance certificate, and after giving credit to the Employer for all sums previously paid by the Employer and for all sums to which the Employer is entitled under the Contract the Supervising Officer shall state the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer as the case may be. Such balance shall be paid to or by the Contractor as the case may require within 28 days of the date of the certificate.

(7) If the Contractor fails to submit a statement of final account within 90 days of the date of the maintenance certificate in accordance with sub-clause (6) of this Clause the Supervising Officer shall be entitled to issue a final payment certificate without reference to the Contractor.

Maintenance
certificate

80. (1) Upon the expiry of the Maintenance Period, or where there is more than one such Period, upon the expiry of the latest Period and when all outstanding work referred to under Clause 53 and all work of repair, reconstruction, rectification and making good any defect, imperfection, shrinkage and other fault referred to in Clause 56 shall have been completed the Supervising Officer shall issue a maintenance certificate stating the date on which the Contractor shall have completed his obligation to execute the Works.

(2) No certificate, other than the maintenance certificate, shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof.

Provided that the maintenance certificate shall not be deemed to constitute approval of any work or other matter in respect of which it is issued which has not been carried out in accordance with the Contract and which the Supervising Officer could not with reasonable diligence have discovered before the issue of the maintenance certificate.

(3) The issue of any certificate including the maintenance certificate shall not be taken as relieving either the Contractor or the Employer from any liability the one towards the other arising out of or in any way connected with the performance of their respective obligations under the Contract. Provided that the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in relation thereto in accordance with the time limits specified in Clause 50 or Clause 64.

REMEDIES AND POWERS

81. (1) If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in writing of the Employer first obtained or shall have an execution levied on his goods or if the Supervising Officer shall certify in writing to the Employer that in his opinion the Contractor:

Determination of
the Contractor's
employment

- (a) has abandoned the Contract, or
- (b) without reasonable excuse has failed to commence the Works in accordance with Clause 47, or
- (c) has suspended the progress of the Works for 14 days after receiving from the Supervising Officer notice in writing to proceed, or
- (d) has failed to comply with an order from the Supervising Officer given in accordance with Clause 46, or
- (e) despite previous warning by the Supervising Officer in writing is failing to proceed with the Works with due diligence or is persistently in breach of any of his obligations under the Contract, or
- (f) has sub-contracted the execution of the whole of the construction element of the Works, or
- (g) has to the detriment of good workmanship or in defiance of the Supervising Officer's instruction to the contrary sub-contracted any part of the Works,

then the Employer may after giving at least 7 days' notice in writing to the Contractor enter upon the Site and the Works and expel the Contractor therefrom without thereby avoiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer or the Supervising Officer by the Contract and the Employer may complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of the Constructional Plant, temporary buildings, Plant and materials which become the property of the Employer under Clauses 71 and 72 as the Employer may think proper and the Employer may at any time sell any of the said Constructional Plant, temporary buildings, unfixed Plant and unused materials and apply the proceeds of sale in or towards the satisfaction of any sum due or which may become due to the Employer from the Contractor under the Contract.

(2) As soon as may be practicable after such entry and expulsion by the Employer, the Supervising Officer shall ascertain and record:

- (a) the quantity of work completed up to the time of such entry and expulsion, and
- (b) the unfixed Plant, the quantity of unused or partially used materials and list any Constructional Plant and temporary buildings which have become the property of the Employer under the Contract as at the time of such entry and expulsion.

(3) In the event of such entry and expulsion, the Contractor shall at his own cost provide the Employer with one reproduceable copy of all such drawings or details or descriptions as the Contractor has prepared or previously provided and drawings and information relating to the Works thus far carried out.

(4) By the notice referred to in sub-clause (1) of this Clause or by further notice in writing within 28 days of the date thereof the Employer may require the Contractor to assign to the Employer and if so required the Contractor shall forthwith assign to the Employer the benefit of any agreement for the supply of any Plant or materials and/or for the execution of any work for the purposes of this Contract which the Contractor may have entered into.

(5) If the Employer shall enter and expel the Contractor in accordance with this Clause, the Employer shall not be liable to pay to the Contractor any money on account of the Contract until the expiry of the Maintenance Period or, where there is more than one such Period, until the expiry of the latest Period and thereafter until the cost of completion and maintenance, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Supervising Officer.

(6) The Contractor shall then be entitled to receive only such sum (if any) as the Supervising Officer may certify would have been payable to the Contractor upon due completion by him less the amount certified for the purposes of sub-clause (5) of this Clause. If the amount certified in accordance with sub-clause (5) of this Clause shall exceed the sum which would have been payable to the Contractor upon due completion by him then the Contractor shall upon demand pay to the Employer the amount of such excess.

Work by persons
other than the
Contractor

82. (1) If the Contractor shall fail to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Supervising Officer in accordance with the Contract within a reasonable time, the Supervising Officer may give the Contractor 14 days' notice in writing to carry out such work or comply with such instruction. If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by its own workers or by other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor.

(2) If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall in the opinion of the Supervising Officer be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Supervising Officer may authorize the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorized by the Supervising Officer is work which in the Supervising Officer's opinion the Contractor was liable to do under the Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor. Provided that the Supervising Officer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

Recovery of
money due to
the Employer

83. (1) All damages (including liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract including Retention Money and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.

(2) All damages (including liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer under any provision of any other contract between the Contractor and the Employer may be deducted by the Employer from monies due to the Contractor under the Contract, including Retention Money.

SPECIAL RISKS AND FRUSTRATION

Special risks

84. (1) If during the currency of the Contract, there shall be:

- (a) an outbreak of war (whether war be declared or not) in any part of the world which, whether financially or otherwise materially affects the execution of the Works, or
- (b) an invasion of Hong Kong, or
- (c) civil war, rebellion, revolution or military or usurped power in Hong Kong, or
- (d) riot, commotion or disorder in Hong Kong otherwise than amongst the employees of the Contractor, any sub-contractor or Specialist Contractor currently or formerly engaged on the Works or Specialist Works, or
- (e) act of foreign terrorists in Hong Kong;

hereinafter comprehensively referred to as "the special risks", the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, use his best endeavours to complete the execution of the Works.

Provided that the Employer shall be entitled at any time after the occurrence of any of the special risks to terminate the Contract (with the exception of the provisions of this Clause and Clause 86) by giving written notice to the Contractor, and upon such notice being given the Contract shall terminate but without prejudice to the claims of either party in respect of any antecedent breach thereof.

(2) In the event of termination in accordance with the proviso to sub-clause (1) of this Clause, the Contractor shall with all reasonable despatch remove from the Site all Constructional Plant and temporary buildings and surplus Plant and materials and shall similarly allow his sub-contractors to do so.

(3) In the event of termination in accordance with the proviso to sub-clause (1) of this Clause, the Contractor shall be paid by the Employer, in so far as such items have not already been covered by payment on account made to the Contractor, for all work executed prior to the date of termination at the rates or prices provided in the breakdown of the Contractor's rates and prices and in addition:

- (a) the amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Supervising Officer of any such items the work or service comprised in which has been partially carried out or performed;

- (b) the Cost of materials or Plant reasonably ordered for the Works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or Plant becoming the property of the Employer upon such payment being made by the Employer);
- (c) a sum to be certified by the Supervising Officer being any Cost reasonably incurred by the Contractor in the expectation of completing the Works in so far as such Cost shall not have been paid in accordance with any other sub-clause of this Clause.

(4) Whether the Contract shall be terminated in accordance with the proviso to sub-clause (1) of this Clause or not, the following provisions shall apply or be deemed to have applied as from the occurrence of any of the special risks notwithstanding anything expressed in or implied by the other terms of the Contract:

- (a) The Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of damage to the Works (other than work condemned under Clause 46) or to property (other than property of the Contractor including property vested in the Employer under Clauses 71 and 72 or property hired by the Contractor for the purposes of executing the Works) whether of the Employer or of third parties or for or in respect of injury or loss of life which is wholly the consequence of the occurrence of any of the special risks and the Employer shall indemnify the Contractor against all such liabilities and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- (b) If the Works or any Plant or material on the Site shall be destroyed or damaged by reason of any of the special risks, the Contractor shall nevertheless be entitled to payment for the Works and for any Plant or material so destroyed or damaged and the Contractor shall be entitled to recover from the Employer the expense incurred in making good any such destruction or damage to the Works and of replacing or making good such Plant or material so far as may be required by the Supervising Officer or as may be necessary for the completion of the Works, valued at rates or prices agreed upon between the Supervising Officer and the Contractor and based where possible on prime costs. In the event of the Supervising Officer and the Contractor failing to reach agreement on any rate or price the Supervising Officer shall fix such rate or price as shall in his opinion be reasonable and notify the Contractor accordingly.
- (c) Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, missile, munition or explosive of war shall be deemed to be a consequence of the special risks.

85. In the event of the Contract being frustrated whether by war or otherwise howsoever, the sum payable by the Employer to the Contractor shall be the same as that which would have been payable under Clause 84 if the Contract had been terminated in accordance with Clause 84.

Frustration

SETTLEMENT OF DISPUTES

86. (1) Any and all disputes shall be settled in accordance with the provisions of this Clause 86.

Settlement of
disputes

(2) For the purpose of this Clause, dispute means any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under, out of or in connection with the Contract or the carrying out of the Works including any dispute as to any decision, instruction, opinion, order, direction, certificate or valuation by the Supervising Officer whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract.

(3) For the purpose of this Clause 86 and notwithstanding sub-clause (2) of this Clause, a dispute shall be deemed to arise when either the Contractor or the Employer serves on the Supervising Officer and the other party a notice in writing stating the nature of the dispute.

(4) The Supervising Officer shall within 28 days of receipt of the notice referred to in sub-clause (3) of this Clause decide the dispute and notify the Employer and the Contractor in writing of his decision. Such decision shall be final and binding upon the Employer and the Contractor unless and until the same shall be revised in mediation or arbitration as hereinafter provided.

(5) Unless the Contract shall have been already terminated or abandoned the Contractor shall in every case continue to proceed with the Works with all due diligence and he shall give effect forthwith to every such decision of the Supervising Officer unless and until the same shall be revised in mediation or arbitration as hereinafter provided.

(6) If the Supervising Officer shall fail to give such decision in accordance with sub-clause (4) of this Clause or if either the Employer or the Contractor is dissatisfied with such decision then either the Employer or the Contractor may within 28 days after receiving notice of such decision, or within 28 days after the expiration of the said decision period of 28 days, as the case may be, request that the dispute be referred to mediation in accordance with and subject to The Government of the Hong Kong Special Administrative Region Construction Mediation Rules or any modification thereof being in force at the date of such request.

(7) If the dispute cannot be resolved by mediation, or if either the Employer or the Contractor do not wish the dispute to be referred to mediation then either the Employer or the Contractor may within the time specified herein require that the dispute shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap.341) 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 reference to arbitration shall be made within 90 days of:

- (a) the receipt of a request for mediation and subsequently the recipient of such request having failed to respond, or
- (b) the refusal to mediate, or
- (c) the failure of the mediation proceedings to produce a settlement acceptable to the Employer and the Contractor, or
- (d) the abandonment of the mediation, or
- (e) the Supervising Officer failing to make a decision for a period of 90 days after having being so requested to do so and subsequently neither the Employer nor the Contractor having requested mediation, or
- (f) the receipt of a notice of a decision by the Supervising Officer and subsequently neither the Employer nor the Contractor having requested mediation.

(8) The arbitrator appointed shall have full power to open up, review and revise any decision (other than a decision under Clause 46(3) not to order a Variation), instruction, opinion, order, direction, certificate or valuation by the Supervising Officer and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Supervising Officer for the purpose of obtaining his decision referred to above. Save as provided for in sub-clause (9) of this Clause no steps shall be taken in the reference to the arbitrator until after the completion or alleged completion of the Works unless with the written consent of the Employer and the Contractor.

Provided that:

- (a) the giving of a certificate of completion in accordance with Clause 53 shall not be a condition precedent to the taking of any step in such reference;
- (b) no decision given by the Supervising Officer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute so referred to the arbitrator as aforesaid.

(9) In the case of any dispute as to the exercise of the Supervising Officer's powers under Clause 81(1) the reference to the arbitrator may proceed notwithstanding that the Works shall not then be or be alleged to be complete.

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

(11) The reference to arbitration under sub-clause (7) of this Clause shall be a domestic arbitration for the purposes of Part II of the Arbitration Ordinance (Cap. 341).

NOTICES

Service of notices 87. (1) Any notice to be given to the Contractor under the provisions of the Contract must be in writing and may be served:

- (a) personally, or
- (b) by post addressed to the Contractor's last known place of business or, in the event of the Contractor being
 - (i) a firm, to the last known place of residence of the owner or any of the partners thereof, or

- (ii) a company, to the registered office in Hong Kong of such company, or
- (c) by leaving such notice at the Contractor's last known place of business or, in the event of the Contractor being
 - (i) a firm, at the last known place of residence of the owner or any of the partners thereof, or
 - (ii) a company, at the registered office in Hong Kong of such company, or
- (d) by posting a copy in a conspicuous position upon the Site.

(2) Any notice to be given to the Supervising Officer under the provisions of the Contract may be served by post to or leaving such notice at the office of the Supervising Officer.

(3) Any notice to be given to the Employer, as distinct from the Supervising Officer, under the provisions of the Contract may be served by post or leaving such notice at the appropriate management office of the Employer.

(4) Notice may be served by facsimile only if the recipient has previously notified the other party and the Supervising Officer in writing that it is prepared to accept service of notices in that manner. It shall in any event be a condition of valid service by facsimile that the hard copy is subsequently sent forthwith to the recipient in accordance with sub-clauses (1), (2) or (3) of this Clause.

DEFAULT OF THE EMPLOYER

88. (1) In the event of the Employer failing to pay to the Contractor any sum certified in accordance with Clause 79 within 28 days after the same shall have become due under the provisions of the Contract the Contractor may give 14 days' notice in writing to the Employer to make payment of the sum due. Such notice shall make express reference to this Clause. In the event of failure by the Employer to make such payment within such 14 day notice period, the Contractor shall be entitled to terminate the Contract.

Default of the Employer

(2) So long as no notice pursuant to Clause 81(1) is given to the Contractor either before or during the 14 days' notice period provided in sub-clause (1) of this Clause, on expiration of that 14 days, the property in all Constructional Plant and temporary buildings brought upon the Site by the Contractor shall thereupon re-vest in him and he shall with all reasonable despatch remove the same from the Site.

(3) Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the rights and remedies in this Clause specified, any other rights or remedies to which the Contractor may be entitled.

FLUCTUATIONS

~~89. (1) The sum payable in any interim or final payment certificate certified by the Supervising Officer as being due (other than sums due under this Clause) shall be increased or decreased in accordance with the provisions of this Clause if there shall be any changes in the Index Figures listed in the "Index Numbers of the Costs of Labour and selected Materials used in Public Sector Construction Projects" compiled by the Census and Statistics Department of the Government of the Hong Kong Special Administrative Region and applicable to those items included in the "Schedule of Proportions".~~

Contract price fluctuations

Cl. 89
deleted

~~(2) The net total of such increases and decreases shall be given effect to in determining the Final Contract Sum.~~

~~(3) For the purpose of this Clause:~~

- ~~(a) "Index Figure" shall mean any Index Figure appropriate to sub-clause (1) of this Clause.~~
- ~~(b) "Base Index Figure" shall mean the appropriate Index Figure applicable to the date 42 days prior to the date for the return of tenders.~~
- ~~(c) "Current Index Figure" shall mean the appropriate Index Figure to be applied in respect of any interim or final payment certificate by the Supervising Officer and shall be the appropriate Index Figure applicable to the date 42 days prior to:—~~
 - ~~(i) the due date (or, as the case may be, extended or revised date) for completion of the Works, or~~

- ~~(ii) the date of completion of the Works certified pursuant to Clause 53, or~~
 - ~~(iii) the last day of the period or milestone to which the payment certificate relates,~~
- ~~whichever is the earliest.~~

~~Provided that in respect of any work the value of which is included in any such certificate and which work forms part of a Section for which the due date (or, as the case may be, extended or revised date) for completion has passed without completion pursuant to Clause 53 being achieved, the Current Index Figure shall be the Index Figure applicable to the date 42 days prior to the due date (or, as the case may be, extended or revised date) for completion of that Section.~~

- ~~(d) The "Effective Value" in respect of the Works or any Section of the Works shall be the difference between:~~
 - ~~(i) the sum, exclusive of any increases or decreases made in accordance with this Clause, which in the opinion of the Supervising Officer is due to the Contractor under Clause 79, before deducting retention and before deducting previous payments on account, less all sums in respect of items based on actual cost or current prices and Plant and materials for any work under a Variation order that is to be valued on the basis of actual cost or current prices ; and~~
 - ~~(ii) the sum calculated in accordance with (i) above and included in the last preceding interim payment certificate issued by the Supervising Officer.~~

~~Provided that in the case of the first certificate the Effective Value shall be the sum calculated in accordance with (i) above.~~

~~(4) The increase or decrease in the sums otherwise payable in an interim or final payment certificate pursuant to sub-clause (1) of this Clause shall be calculated by multiplying the Effective Value by a Price Fluctuation Factor which shall be the net sum of the products obtained by multiplying each of the calculated proportions given in column 4 of the "Schedule of Proportions" by a fraction the numerator of which is the relevant Current Index Figure minus the relevant Base Index Figure and the denominator of which is the relevant Base Index Figure.~~

~~Provided that if any appropriate Current Index Figure has not been published at the time of issue of any payment certificate, the increase or decrease in the sum payable in respect of that certificate will be provisionally calculated and added to or deducted from the sum payable in the certificate by the Supervising Officer using the latest published Current Index Figure and shall be corrected in the next Supervising Officer's certificate following the publishing of the relevant Current Index Figure.~~

~~(5) The "Schedule of Proportions" shall (irrespective of the actual constituents of the work) be "the Schedule of Proportions to be used in calculating the Price Fluctuation Factor" submitted with the Tender and with the calculations duly completed.~~

HEIGHT RESTRICTIONS

Airport height
restrictions

~~90. The Contractor shall comply with all height restrictions contained in the Hong Kong Airport (Control of Obstructions) Ordinance, Cap. 301 as if the same applied to all Constructional Plant, machinery and other structures used or erected by the Contractor.~~

Cl. 90 deleted

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. _____

TITLE _____

_____ARTICLES OF AGREEMENT made and entered into this _____ day
of _____ [] _____BETWEEN THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
("the Employer") and_____

_____of _____

("the Contractor")

WHEREAS:

- A. The Employer is desirous of having the Works executed in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance by the Employer, the Employer's Requirements and the Contractor's Proposals.
- B. The Contractor has agreed to execute the Works subject to the following terms and conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In these Articles of Agreement the words and expressions shall have the same meaning as may be respectively assigned to them in the General Conditions of Contract and the Special Conditions of Contract.
2. For the consideration hereinafter contained, the Contractor shall execute the Works to the satisfaction of the Supervising Officer in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance by the Employer, the Employer's Requirements and the Contractor's Proposals.
3. The Contractor shall execute the Works within the period stipulated in the Contract or within such other time as may be determined by the Supervising Officer in accordance with the provisions of the Contract.
4. The Employer's Requirements and the Contractor's Proposals have been signed by the parties and are annexed hereto.
5. The Employer shall pay to the Contractor the Final Contract Sum at the times and in the manner specified in the Contract.

IN WITNESS these Articles of Agreement have been
executed as a deed on the date first above written :

(a) SIGNED, SEALED AND DELIVERED by the)
Contractor in the presence of)
)
* _____)
)
witness _____)

or

(b) THE COMMON SEAL of the Contractor was)
hereunto affixed in the presence of)
)
* _____)
)
witness _____)

or

(c) SIGNED, SEALED AND DELIVERED for)
and on behalf of and as lawful attorney of)
the Contractor under power of attorney)
)
dated _____)
)
by * _____)
in the presence of)
)
* _____)
)
witness _____)

SIGNED, SEALED AND DELIVERED for)
and on behalf of the Employer by)
)
* _____)
)

(Name and appointment of the officer) in the)
presence of)
)
* _____)
)
witness _____)

Note: (a) For use where an individual contractor is a sole proprietor or where all partners of a firm execute.
(b) For use where a contractor which is a limited company executes under its common seal.
(c) For use where a contractor, whether a firm or a limited company, executes through an attorney.

* Name to be inserted in Block Capitals

ARTICLE OF AGREEMENT

THIS CONTRACT (hereinafter called "the Contract") made the _____ day of _____ 2019 Between **Competition Commission** (hereinafter called "the Commission") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS

1. The Commission wishes to procure the Design & Build Contract for Office at 19/F South Island Place, Wong Chuk Hang, Hong Kong (hereinafter called "the Works") for which works he has issued to the Contractor his requirements (hereinafter referred to as "the Commission's Requirements").
2. The Contractor has submitted his proposals for the carrying out of the Works which include the statement of the sum which he will require for carrying out that which is necessary for completing all such Works in accordance with the Conditions of Contract (hereinafter called the "Conditions" or "Conditions of Contract").
3. The Commission has examined the Contractor's Proposals and subject to the Conditions hereinafter contained, is satisfied that they appear to meet the Commission's Requirements.

NOW IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – CONTRACTOR'S OBLIGATIONS

Upon and subject to the Conditions, the Contractor will, for the consideration mentioned in Article 2, carry out and complete the works including completing the design for the Works, carrying out and completing the construction of the works and doing all that is necessary for completing the works.

ARTICLE 2 – CONTRACT SUM

The Commission will pay to the Contractor the sum of HK\$_____ -

_____ [hereinafter called "the Contract Sum"] or such sums as shall become payable hereunder at the times and in the manner specified in the Conditions of Contract Clause 3.2.

ARTICLE 3 – COMMISSION'S REQUIREMENTS AND THE CONTRACTORS' PROPOSALS

The Commission's Requirements and the Contractors' Proposals are identified in the Contract Documents.

**ARTICLE 4 -
PROJECT MANAGER**
Knight Frank Petty Ltd

The Commission shall nominate a representative in his place for the purpose of issuing instructions under the Conditions of Contract, to receive communications from the Contractor, to approve variations and their value, to certify payments to the Contractor and to certify Practical Completion and Final Completion of the Works.

**ARTICLE 5 -
CONTRACTOR'S AGENT**

The Contractor shall, prior to the commencement of the Works on the Site, appoint an experienced site agent, to whose appointment the Commission shall have consented in writing, to act as the full-time representative of the Contractor on the site in charge of the Works. The Contractor shall not remove or replace the Site Agent so appointed without the written consent of the Commission, which consent shall not be unreasonably withheld or delayed, and any instructions given to the Site Agent so appointed shall be deemed to have been issued to the Contractor.

**ARTICLE 6 -
SETTLEMENT OF DISPUTES
(MEDIATION FIRST, IF
UNSUCCESSFUL THEN
ARBITRATION)**

If any dispute or difference as to the construction of this contract or any matter or thing of whatsoever nature arising hereunder or in connection therewith shall arise between the Commission and the Contractor either during the progress or after the completion or abandonment of the Works, it shall be and is hereby referred to Clause 86 of the General Conditions of Contract and other relevant Clauses in Special Condition of Contract and Preliminary.

SIGNED by _____)
for and on behalf of **Competition Commission**)
in the presence of:-)

CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 The “Conditions of Contract” consist of
- (a) Part A - The “General Conditions of Contract” - “The Government of the Hong Kong Special Administrative Region, General Conditions of Contract for Design And Build Contracts, 1999 Edition”. Copy of the Standard Form is not included in the Tender. A copy of the Standard Form will be bound into the contract booklet for contract execution.
 - (b) Part B - The “Special Conditions of Contract” in the Contract Documents which amend, modify, delete from or add to the Standard Form described in (a) above.
 - (c) Part C - The “Preliminary” is supplementary conditions added after the Condition of Contract described in (a) and (b).
 - (d) The Conditions of Contract in Part A, B and C apply to the whole of the works contained in this Contract and the Contract Sum inserted by the Contractor shall be deemed to apply to the whole of the works carried out under this Contract including all variations to the Contract.
 - (e) In case of contradiction, clauses in Part B and Part C shall take precedence over the Part A.
 - (f) The successful Tenderer shall execute the contract booklet containing the Conditions of Contract. No addition, deletion or modification to the Conditions of Contract by the successful Tenderer will be accepted. “Contractor” used in the Conditions of Contract shall mean the Successful Tenderer whose Tender Offer is accepted by the Commission.
 - (g) The Contract Sum for the purpose of the Conditions of Contract shall be the amount set out in the Articles of Agreement which for the avoidance of doubt, shall be subject to adjustments pursuant to the terms and conditions in the Conditions of Contract.
- 1.2 Tenderers shall refer to paragraph 3.7 in the tender document for the list of contract document.

PART B – SPECIAL CONDITIONS OF CONTRACT

2.1 Introduction

The General Conditions of Contract for the Contract shall be “The Government of the Hong Kong Special Administrative Region, General Conditions of Contract for Design And Build Contracts, 1999 Edition”. together with the appendix thereto.

The following Special Conditions of Contract modify, change, delete from or add to the General Conditions of Contract. Where any article of the General Conditions of Contract is modified or any clause or sub-clause thereof is modified or deleted by other Special Conditions of Contract, the unaltered provisions of that article, clause or sub-clause shall remain in effect.

2.2 Definiton

The words “Supervising Officer” and “Supervising Officer’s” as appearing in the General Conditions of Contract are hereby correspondingly replaced by the words “Project Manager” and “Project Manager’s”, and “Project Manager” means Building Consultancy Division of Knight Frank Petty Ltd.

The words “Employer” as appearing in the General Conditions of Contract means Competition Commission.

2.3 Design Checker

Clause 1(1), 2(2)(a) to (h) of the General Conditions of Contract shall be deleted.

2.4 Design Checking Procedures

The words “Design Checking Procedures” shall be replaced by the words “Design Approval Procedures”. The “Design Approval Procedures” means the procedures as set out in the Commission’s Requirements for approval of the Contractor’s design for the Works. Clause 1(1), 2, 23(2), 47(2) and 62 of the General Conditions of Contract shall be amended accordingly.

2.5 Inspection of the Site

The whole clause of Clause 13 of the General Conditions of Contract shall be replaced by the following Sub-Clauses 13(1) and 13(2):

“13. (1) The Contractor shall be deemed to have examined and inspected the Site and its surroundings and to have satisfied himself, before submitting his Tenders as regards the conditions of the Site.”

“13. (2) No claim by the Contractor for additional payment shall be allowed on the ground of any misunderstanding in respect of the matters referred to in sub-clause (1) of this Clause or otherwise or on the ground of any allegation or fact that incorrect or insufficient information was given to him by any person whether in the employ of the Commission or not or of the failure of the Contractor to obtain correct and sufficient information, nor shall the Contractor be relieved from any risk or obligation imposed on or undertaken by him under the Contract on any such ground or on the ground that he did not or could not foresee any matter which may in fact affect or have affected the execution of the Works.”

2.6 Extension of Time for Inclement Weather

Clause 50(b)(i) to (iii) of the General Conditions of Contract shall be deleted.

2.7 Contractor to execute Articles of Agreement

Clause 11 the General Conditions of Contract shall be replaced by the following clause.

“11. The Contractor, when called upon to do so, shall enter into and execute Articles of Agreement which is attached in page AA/1, AA/2 and AA/3 with necessary modifications.”

Annexed Form of the General Conditions of Contract – “Articles of Agreement” shall be deleted.

2.8 Variations

The Sub-Clause 60(4)(b) of Clause 60 of the General Conditions of Contract shall be deleted.

2.9 Partial Possession

The Clause 68 of the General Conditions of Contract shall be deleted.

2.10 Liquidated damages for delay

The whole clause 52 of the General Conditions of Contract shall be replaced by the following sub-clauses 52(1) and 52(2):

“52. (1) If the Contractor fails to complete the Works within the time for completion prescribed by Clause 49 or within any extended time fixed in accordance with Clause 50 or agreed under Clause 60 and the Project Manager certifies in writing that in his opinion the same ought reasonably so to have been completed, then the Contractor shall pay or allow to the Commission a sum calculated at the rate stated in the appendix of Form of Tender as Liquidated and Ascertained Damages for the period during which the Works shall so remain or have remained incomplete, and the Commission may deduct such sum in accordance with the provision of Clause 83 or to become due to the Contractor under the Contract. The payment of such sum shall not relieve the Contractor from his obligations to complete the Works or from any other of his obligations under the Contract.”

“52. (2) All monies payable by the Contractor to the Commission pursuant to this clause shall be paid as liquidated damages for delay and not as a penalty.”

2.11 Interim and Final Payments, Retention Money and Interests

The Sub-Clause (ii) of Clause 79(1)(d) of the General Conditions of Contract shall be deleted.

2.12 Fluctuations

The Clause 89 of the General Conditions of Contract shall be deleted.

2.13 Height Restrictions

The Clause 90 of the General Conditions of Contract shall be deleted.

PART C – PRELIMINARY

3.1 Project Value and Fees

The Schedule of Rates provided by the Contractor in accordance to Annex B shall be revised to include a detailed bill of quantities once the layout and design of the Project is finalised, for acceptance by the Commission prior to the commencement of the on-site works.

The Schedule of Rates once agreed will not thereafter be varied, unless the Project requires amendment or alteration on the instruction of Project Manager. Such instructions shall be documented and shall upon completion be accepted as a verified Variation to the Contract.

3.2 Payment Terms

This Clause shall be read in conjunction with the Clause 78 and 79 of the Part A of the Conditions of Contract and Clause 2.11 of the Part B of the Conditions of Contract in regard to milestone payment and payment terms.

The milestone payment shall be paid by the Commission to Contractor against invoices with presentation of certification of the Project Manager. The milestone table is contained in Annex E – Payment Schedule.

In order to facilitate the assessment of the Project Manager of the milestone payment for Practical Completion, the Contractor shall endeavor to consolidate all necessary evidence including but not limited to and invoices or payment records against service vendors or sub-contractors etc and submit to the Project Manager to determine the Adjusted Contract Sum before this milestone payment application and the Practical Completion.

Adjusted Contract Sum is the contract sum including all valuation of variations orders, adjusted sum for provisional sum / quantities but excluding contingency.

The Contractor shall pay the Vendor any outstanding amount upon ordering and delivery to avoid any delay of progress caused by the payment.

3.3 Completion Time

The practical completion date of the project shall be refer to “Appendix to Form of Tender”. Constructor shall fully comply and complete the entire scope of works and hand over the Premises to the Commission as well as receive final approval documents from government bureau and the Landlord.

3.4 Contractual Details

This Contract shall be governed by the Law of Hong Kong SAR. Each clause in this Contract is independently valid. Any clause's invalidity or non-enforcement should not affect other clauses' validity and enforcement.

Words and expressions defined in any document included in Appendixes or any other documents referred to in this Contract shall, unless re-defined herein or the context otherwise requires, have the same meanings when used herein.

The Contract has 2 original sets; the Commission and the Contractor shall take 1 set respectively. All have same legal effect. The Contract becomes effective after being signed and chopped by each party's authorized representative. The Contract shall be automatically discharged only after the Commission and the Contractor rights and duties come to end.

3.5 Lump Sum Fixed Price Contract

The Contract shall be a lump sum fixed price contract for the carrying out the whole of the Works in conformity with the Commission's Requirement, General Conditions of Contract, Special Conditions of Contract and Preliminary. The Contract Sum of the work is subject to confirmation by the Commission before commencement of work.

There shall be no adjustment to the Contract Sum for rises or falls in the cost of labour and materials or exchange rates of currencies.

The Contract Sum shall be deemed to include for the cost of all labour, material, all cutting and waste, duties, levies, royalties, packing, freight, shipping, insurance, go-down or other storage costs, delivery to site, hoisting and fixing in the required position, plant, supervision, safety provision, profit and all things and matters necessary for the compliance of all the General Conditions of Contract, Special Conditions of Contract and Preliminary and the timely and satisfactory completion of the entire works contained in the Contract.

The Form of Tender shall be the terms and conditions stipulated in Annex C1.

3.6 to 3.11 [Deleted]

3.12 Discrepancies

Any discrepancies which occur in either the Commission's Requirement or Conditions of Contract shall immediately be brought to the attention of the Project Manager in writing.

3.13 Commencement and Completion

The work shall be commenced within 3 days from Project Manager's notice which shall be in written form. The work shall be completed within the period given in contract condition from the date of commencement.

3.14 Site Instruction

The Contractor is to take instructions only from the Project Manager or person authorized by the Project Manager in writing.

The Contractor is to maintain an efficient organisation to ensure all instructions are passed immediately to the Site.

The Contractor is to provide an English speaking foreman full time on site during the period of construction who shall be equipped with a pager or mobile phone at the contractor's cost.

3.15 Materials and Debris

The Contractor is to remove daily all accumulated debris and to ensure that all debris, materials and plant are removed on completion. No storage of materials and debris shall be permitted at the ground floor public areas of the Building unless otherwise permitted by the Project Manager.

All materials shall be stored on the site and in the building in a neat and orderly manner so as to maintain unhindered access to and easy inspection of all work.

3.16 Cleaning

Upon completion, the Contractor is to clean and remove all marks and dirt from finished surfaces, and ensure all fittings, doors, windows etc. are in proper working order and to the entire satisfaction of the Project Manager.

3.17 Access

Access to the site of works shall be through designated routes as agreed with the Project Manager and the Commission and the respective Landlord.

3.18 Security

The need for security at the Premises is emphasised and all personnel shall be required to carry appropriate identification as directed by the Commission/ Project Manager. The contractor has to register and collect the working passes from the Property Manager at each day and return to the Property Manager after the working hours of the same day. The Contractor has to reimburse to the Landlord should any passes be found to be damaged and/or lost.

3.19 Protection

The Contractor is to provide adequate protection and all temporary measures necessary to protect the occupants, visitors and passers-by to the building during the works and to protect all existing structures, as well as the Landlord's finishes, furniture, and furnishings of all areas in the site of works from damage up to satisfaction of the Project Manager / the Landlord / the Property Manager. Protection shall include temporary hoarding around work areas, etc.

The Contractor shall carry out all necessary measures including the supply and installation of safety screens to ensure safety and dust protection of the adjacent neighbouring residence, **completed server room** and property during Contract Period and to clean up upon completion.

The Contractor shall protect all work and material from damage by his work and workmen, and shall be liable for all damage thus caused.

The Contractor shall be responsible for the safe custody of work and equipment until, they are finally inspected, tested and accepted, he shall protect the work against theft, injury or damage or inclement weather; and shall carefully store material and equipment received on site which are not immediately installed and provide covering for the protection of work installed. He shall close open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign materials.

The Contractor shall provide necessary protection measures to the Commission's Contractors for carrying out their equipment installation and other works on Site.

3.20 Fire Precautions

The contraction shall comply with all Regulations to prevent loss or damage from fire during construction.

Where it is necessary for the Contractor to use any naked flame in the carrying out his work, adequate protection shall be given to all other materials and to the structure. Suitable fire extinguishers shall be made readily available at the position where such work is proceeding.

3.21 Temporary Water and Power Supply

The Contractor is to arrange for the connection and disconnection of services as required to carry out and complete these works at their own cost and the consumption of electricity and water shall also be at the Contractor's own cost. The Contractor shall coordinate with the Landlord or the Property Manager of the connection of the temporary water and power. All the connection thereto should comply with all local legislation requirements and shall not cause any disturbance/affect to the existing building systems. The Contractor shall reinstate at their own cost should there be any adverse effect/non-compliance of requirement.

The use of water and electricity should be solely for the purposes in connection with the execution of works under this contract. The Contractor is to clean up and make good surroundings disturbed upon completion of the work or when instructed by the Project Manager.

3.22 Quality

All materials and workmanship shall be consistent with good building practice in Hong Kong or as specified by the Project Manager's requirements.

All materials shall be of an approved brand and type fixed and applied strictly in accordance with the manufacturer's instructions and to the Project Manager's satisfaction. Materials shall be submitted to the Commission for approval whenever required. All materials shall be approved by the Project Manager before the materials can be used on site.

The Contractor shall submit colour and tint cards and all colour schemes shall be approved by the Project Manager before the work is commenced.

3.23 Ordinance and Statutory Obligations

As the Works to be carried out are under the control of the local ordinances and regulations, the Contractor is required to obtain any approved documents or plans from government departments if necessary to prepare for the Contractor's detail design, complete all statutory forms and related duties as prescribed under all the local ordinances and regulations and pay for such fees as may be required incidental to the carrying out of the Works.

3.24 Programme

This Clause shall be read in conjunction with the Clause 16, Clause 50 and 51 of the General Condition of Contract in regard to the programme.

The Contractor shall submit a detailed programme **within 7 days** of acceptance of the Tender showing his intended method, sequence, stages and order of proceeding with the works together with the period of time he has estimated for each and every such stage of progress. The Contractor's programme is provided for the Project Manager's information only and submission and approval of such programme shall not relieve the Contractor's duty or responsibility under the Contract.

If during the course of the contract special circumstances should arise which in the opinion of the Project Manager warrant or necessitate a revision or departure from the order of procedure as shown in the approved programme, then the Contractor shall accordingly so revise his programme as the Project Manager may require.

In order that the programme may be maintained or amended where necessary it is incumbent upon the Contractor to notify the Project Manager whenever there is the likelihood of a delay occurring in his own work or material supplies or in those of any of his Sub-Contractors.

3.25 Contractor to Provide to Do Everything Necessary

The Contractor shall provide the whole of the materials and workmanship and shall do everything necessary for the proper execution of the works according to the true intent and meaning of the Contract Documents taken together whether the same may or may not be particularly shown on the drawings or described in the Contract Documents, provided the same may be reasonably inferred therefrom.

3.26 Scaffolding and Plant

The Contractor shall provide, erect and maintain both for his own and for the use of Sub-Contractors employed upon the works, all necessary scaffolding, including planks, sheets, tarpaulins, screens, ladders and platforms, barbed wires at low level of scaffolding, adequate security lighting, all necessary strutting and shoring, all necessary gates, footways, gangways, and temporary enclosures required for the proper and efficient carrying out and completion of the work, and shall carry out any alteration required to same.

The Contractor shall provide and maintain all tools mechanical equipment, plant and cartage, and all other incidental labour and materials of every kind similarly necessary for the execution of the work. The whole of the above shall be removed from the Site on the completion of the works.

Particular attention is drawn to that double scaffolding should be erected and completed with all necessary screening, adequate security lighting, working platform, barbed wire and necessary hoarding during the work, to the satisfaction of Commission/ Project Manager from time to time.

The Contractors are reminded that all the supporting/fixtures necessary for the support of scaffolding should not cause any damages to the building. Such fixture should be completely removal during the removal of scaffolding and all the affected areas should be made good/repaired and to match existing/new finishes to suit new design and to the satisfaction of Commission/ Project Manager.

3.27 Storage of Materials Generally

The Contractor shall provide and maintain, to the satisfaction of the Project Manager, weather-tight sheds generally for the storage and protection of the materials to be used on the works, including those of the Commission, the Sub-Contractors and Suppliers whether nominated by the Project Manager or not, and shall comply with the particular requirements for certain materials as specified under the appropriate trade headings. The whole of the sheds including surplus materials left therein shall be removed on completion of the works.

Storage of materials within the building during its construction shall be at the discretion of the Project Manager.

The Contractor shall make good at his own expense any damage or loss caused by inadequate or unsuitable storage facilities.

If the Contractor intends to use the Site as storage space for purposes solely in connection with the Works under this Contract, he shall arrange with and obtain the approval of the Project Manager and Commission for the location and size of storage space allowing the reasonable operation of the building. It should be noted that materials and plants should not be stored in large quantity. The Contractor shall clean up such space allocated and make good such surroundings disturbed on completion of the Work or when so instructed by the Project Manager. The Contractor shall be responsible for the safe custody of all materials and articles stored on site.

3.28 Safe Custody of Materials

The Contractor shall be responsible for the safe custody of and provision of proper storage space for any materials or fixtures or items specified in the Specification or Contract to be supplied by the Commission or by Nominated Suppliers (if any). The Contractor is held responsible for custody of all materials from the time of arrival at the site. He shall be required to reinstate at his own expense any such materials that may be lost, stolen or damaged by careless handling or improper storage.

He shall also be required to reinstate at his own expense any material or articles supplied to him which is damaged by improper fixing or handling.

The Contractor is to satisfy himself that all materials delivered by him from the Commission or Nominated Suppliers are in good condition and free from defects. Should any defects be found in the material, the Project Manager is to be notified in writing immediately.

3.29 Watching and Protection

The Contractor shall be responsible for the safe-keeping of the works and all materials stored upon the works and on the site for use on the works including the works and materials of all Sub-Contractors, Suppliers, whether nominated by the Project Manager or not, and of the Commission, and in the case of damage or loss whether caused by the weather, carelessness of operatives, or theft or by any other means, the Contractor shall replace the same at his own expense.

3.30 Workmen Living On Site

Workmen shall not be allowed to live on the site.

3.31 Traffic Arrangements

All removal of materials and loading of lorries shall be carried out in such a manner as to avoid impeding or obstructing vehicular traffic in the adjacent area and thoroughfares.

The Contractor shall make all necessary arrangements with the local Police as to loading of vehicles on public roads and must strictly observe any restrictions imposed.

The Contractor shall allow the cost and expense for the provision of temporary traffic sign within the carpark/external driveway at areas affected by the works.

The Contractor shall co-ordinate and comply with all requirements stipulated by the Landlord from time to time.

3.32 Transport

All transport, including the provision of lorries, drivers etc. for the purpose of transportation of spoil, materials and workmen, all other expenses connected therewith including all unloading necessary, shall be the Contractor's liability and shall be deemed to be included in his Tender.

When the Contractor is transporting materials along public roads, the following conditions must be observed to prevent spoil being deposited on these roads during haulage:-

- i. All lorries must have tightly fitted and adequate secured tail and side boards.
- ii. Materials shall not be loaded into the lorry to a level higher than the tail and side boards.
- iii. Tyres, mud-guards and chassis shall be cleared of all loose earth, etc. before leaving site and passing along public roads.
- iv. Loose earth and building debris deposited on public roads must be removed immediately.
- v. The Contractor shall be fully responsible in payment for any claim from a lawful party in respect of the above items.

3.33 Notices and Fees

The Contractor shall comply with, give notices required by Act or Ordinance of Government, Regulations and By-Laws of any local authority and any Public Service Commission or Authority and pay all fees and charges legally demandable.

3.34 Notice to Public Utility Companies

The Contractor shall give due notices the commencement of work to the Gas, Electric, Telephone and any other Public Utility Companies whose installations may be affected by the Works under this Contract.

3.35 Notice to The Local Police Force

The Contractor shall inform the Local Police Force of the extent of the Works under this Contract, obtain their requirements as to hours of work, traffic arrangements, watching and Lighting, etc. required and no claim from the Contractor for an extension of time or additional expenses incurred by him under this heading shall be entertained.

3.36 Labour

The Contractor and any Sub-Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works:-

- a. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise; and
- b. Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Work.

The Project Manager or the Commission's Representative shall be at liberty to object to and require the Contractor and any Sub-Contractor to remove forthwith from the Work any person employed by the Contractor or by a Sub-Contractor who in the opinion of the Project Manager or the Commission's Representative misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Project Manager or the Commission's Representative to be undesirable and such person shall not be again employed upon the Work without the written permission of the Surveyor or the Commission's Representative.

Any person so removed from the Work shall be replaced as soon as possible without causing the delay of the works by a competent substitute approved by the Surveyor or the Commission's Representative.

The Contractor's Site Agent is to be approved by the Project Manager and the Commission's Representative.

3.37 On and Off Site Management Costs

The Contractor shall provide all on and off Site Management cost except those specified in the Conditions of Contract.

3.38 Reports and Photographs

The Contractor shall provide **design meeting minutes and weekly progress reports and photographs of the Works** as and when directed by the Project Manager. The Contractor shall provide record photographs and/or records of the site upon Possession of the Works possession of site and upon completion of project.

3.39 Disturbance to Occupants of Neighbouring Property, etc.

The Contractor's attention is drawn to the location of the Site and its proximity to numerous existing properties and he shall so arrange his work programme as to cause the minimum of nuisance, noise or any other disturbance or inconvenience to such neighbouring properties or to the operation of the existing offices thereof or to traffic on surrounding roads and other public roads leading therefrom. Suitable mitigation measures should be implemented to control short term environmental impacts.

3.40 Number of Copies of Installation Details and Layout Drawing to be Provided

The Contractor shall provide at least three (3) copies of approved installation details and layout drawings and as-built record drawings for distribution by the Project Manager.

3.41 Checking Drawings of Other Trades

The Contractor shall follow drawings in layout work and check drawings of other trades to verify spaces in which work shall be executed. Where space conditions appear inadequate, the Project Manager shall be notified before proceeding with the installation.

3.42 Sample and Mock-up

Upon request by the Project Manager or his representative(s), the Contractor shall immediately submit such drawings, samples and information for the purpose of execution of works in this Contract for scrutiny and approval.

On award of the contract, the Contractor shall provide mock-up panel(s) of the work at a place as directed by the Project Manager or his representative(s) for his approval, and after approval, the mock-up standard shall be followed.

3.43 General Specification not provided for

Wherever there is any provision of which General Specification of this contract has not given, the following standard specification and technical standard shall be used to supplement the General Specification of this contract in the order of priority as below:-

- 1) British Standard and Codes of Practice of current edition published by British Standard Institution.
- 2) General Specification for Building (2007 Edition) published by Architectural Services Department, Hong Kong SAR.
- 3) Specification of current edition published by the Architectural Press.

Where Codes and Standards are not defined specifically, the appropriate British Standards shall be deemed to apply. In the event of conflict between any referenced Code or Standard and this Specification, the more stringent requirement shall have preference.

In case of any disputes or discrepancies on the Standard of Specification, workmanship and materials and any interpretation of any clauses and contents of the contract documents, the decision of the Project Manager shall be final and binding upon the Contractor.

3.44 Insurance

3.44.1 Contractors' All Risks and Third Party Liability Insurance

Contractor must maintain in the **Joint Names** of the Commission, the Contractor and his sub-contractors, Separate Contractors and/or Specialist Contractors as may be applicable insure against loss or damage by fire, lightning, explosion, storm, typhoon, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom and riot and civil commotion for the full value thereof (plus 4% to cover professional fees) all work executed and all unfixed materials, goods delivered to, the loosen furniture of the household, placed on or adjacent to the Works. There shall be an **escalation clause** in the policy for an amount **equal to 25%** of the work insured.

In addition to the above the Contractor shall also arrange specific cover for removal of debris so that in the event of serious loss the site may be cleared without reducing the amount available for recovery. The amount of such cover shall be at the discretion of the Contractor but shall **not be less than HK\$ 100,000**.

The excess payable by the Contractor under the insurance in respect of each and every occurrence of loss or damage shall not be higher than the following:-

HK\$ 250,000 for loss or damage arising out of water, storm, tempest, earthquake, subsidence, collapse, vibration or the weakening or removal of support, theft, burglary and robbery.

HK\$ 25,000 or 50% of loss whichever is greater in respect of damage to scaffolding, gondolas, shuttering, formwork, timbering, screen and hoardings.

HK\$ 50,000 in respect of all other loss of damage.

The policy is to cover the period from the commencement of the Contract until the expiry of Practical Completion and until no further work of any kind is being carried out.

The Contractor shall be liable for, and shall indemnify the Commission against any expense, liability, loss, claim or proceedings whatsoever arising under any statute, or at Common Law, in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, unless due to any act or neglect of the Commission or of any person for whom the Commission is responsible.

The Contractor shall be liable for and shall indemnify the Commission against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works.

Without limiting the Contractor's liability to indemnify the Commission and without prejudice to the Contractor's obligations, a Contractors' All Risks and Third Party Liability insurance policy will be maintained BY THE CONTRACTOR AND KEPT BY THE COMMISSION in the **joint names** of the Commission and the Contractor and Sub-Contractor (if applicable) to cover to the extent of and in the manner defined in the insurance policy to be issued, all operations and work on the site.

3.44 Insurance (Cont'd)

3.44.1 Contractors' All Risks and Third Party Liability Insurance (Cont'd)

The Contractor shall make allowance in his Tender for any deficiencies that he may consider necessitates additional cover. The Contractor shall with all due diligence conform to the conditions of the insurance policies and all reasonable requirements of the insurer in connection with the prevention of accidents, the recovery of losses and the settlement of claims and shall bear at his own expense all consequences of any failure to do so. The Contractor shall be liable for all excesses (deductibles), exclusions or limitations applying under the said policies (in so far as they concern risks for which he is responsible under the terms of the contract).

The Public Liability policy shall contain a "Cross-Liability" clause as between "the Commission" and "the Contractor and his nominated and domestic sub-contractors". The "**Insured Name**" of the Third Party Liability insurance policy should include the names of **the Commission, the Landlord and / or their agents, the Project Manager and the Contractor directly employed by the Commission**; it shall cover the Contract Period plus the Defects Liability Period and until no further work is carried out on Site. The policy shall be extended if the Contract Period is extended or a delay occurs.

In the case of the Third Party Liability, notwithstanding that the liability to indemnify the Commission is absolute, the insurance policies shall strictly follow the insurance policies requirements provided by the Property Manager and be acceptable to the Property Manager. The relevant insurance policies are attached in the Annex J - Insurance Policies Requirements from the Property Manager.

The Contractors' All Risks and Third Party Liability insurance policy referred to above shall **exclude** :

- (a) Loss of or damage to constructional plant and equipment. The Contractor may request or the Commission may require that the cover provided by the policy be extended to include such property in which event the additional premium so payable shall be solely for the account for the Contractor.
- (b) Workmen's compensation Insurance
- (c) Motor Insurance

The Contractor shall be liable for all the excesses (deductibles) contained in the insurance policies.

If the Contractor requires that these excesses (deductible) be reduced to lesser amounts then the additional premium so payable shall be solely for the account of the Contractor.

3.44 Insurance (Cont'd)

3.44.1 Contractors' All Risks and Third Party Liability Insurance (Cont'd)

The policy will cover the period from the commencement of the Contract until the practical completion (including any extension of time under Contract) and thereafter will extend to provide cover to the Contractor the Maintenance Period in respect of his carrying-out of his maintenance obligations and until no further work of any kind is being carried-out.

If the contract period is exceeded through default of the Contractor as certified by the Project Manager, the Contractor shall extend all insurance and bear the extra cost of additional premiums to cover these extensions. The additional cost will be recovered from the Contractor in addition to liquidated damages charged.

Notwithstanding that the insurance described in this Clause will be maintained by the Commission, it is hereby agreed for the avoidance of any doubt that the whole of the works are at the sole risk of the Contractor including any and all liabilities to third parties and damage or loss caused by but not limited to the perils of fire, lightning, Explosions, aircraft, earthquake, riots, strikes, civil commotion, malicious damage, landslide, subsidence, collapse, storm, tempest, all flood, water damage, typhoon, impact, and any other cause whatsoever.

The insurance coverage shall also comply with the requirements stipulated in Annex I South Island Place – Tenant's Fit Out Insurance Policy

3.44.2 Workmen's Compensation Insurance

The Commission shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or other person whether in the employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Commission against all such damages or compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall effect a policy of insurance against all liability to pay damages or compensation as aforesaid in respect of all workmen and other persons who may be employed on the Works and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall when required, deposit with the Project Manager for safe keeping during the currency of the Contract such policy of insurance together with the receipt for payment of the current premium.

The Contractor shall maintain and cause every Sub-Contractor to maintain such insurance as are necessary to cover all liability in respect of all employees and other persons who may be employed on the Works or anywhere in Hong Kong whilst engaged in business connected with the Works.

The Workmen's Compensation Insurance Policy shall conform with the insurance policy requirements set out in Annex J - Insurance Policies Requirements from the Property Manager.

3.44.2 Workmen's Compensation Insurance (Cont'd)

The policy shall be issued on a "Joint Name" basis, i.e. in the name of the Contractor including all Sub-Contractors, the Project Manager and the Commission whilst engaged about the business.

The policy shall be issued on an unlimited liability basis in respect of claims arising at Common Law.

Provided always that in respect of any persons employed by any Sub-Contractor the Contractor's obligation to effect a policy of insurance as aforesaid under this Clause shall be satisfied if the Sub-Contractor shall have effected such a policy of insurance in respect of such persons but the Contractor shall require the Sub-Contractor to deposit with the Project Manager when required such policy of insurance and the receipt for payment of the current premium.

If the Contractor shall fail to effect and keep in force the Workmen's Compensation Insurance then and in any such case the Commission may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Commission as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt from the Contractor.

The policy is to cover the period from the commencement of the Contract to the expiry of Maintenance Period and until no further work of any kind is being carried out.

The Contractor shall submit the insurance policy to the Project Manager and the Commission and agreed by them before the commencement of the Works on site.

The insurance coverage shall also comply with the requirements stipulated in Annex I South Island Place – Tenant's Fit Out Insurance Policy

3.45 Coordination with Landlord

The Contractors shall submit to the Landlord of the Site all necessary prints of drawings and such other information as may be required to obtain the approvals and undertake all revisions and amendments necessary for re-submissions.

The Contractor shall arrange meetings with Landlord or the Property Manager, and co-ordinate and comply with all requirements stipulated by them from time to time during the contract period.

The Contractor shall register with the Landlord as requested. All charges involved in the registration including the provision of fitting-out deposit and fit-out proposal vetting fee as required by the Landlord shall be borne by the Contractor.

3.46 Site Meeting

The Contractor shall from time to time arrange and attend the project and/or site meetings as requested by the Project Manager.

3.47 Acceptance of Site

This clause shall be read in conjunction with the Clause 2.5 of Part B – Inspection of the Site.

The Contractor shall accept the Site as found upon procession of the Works as specified in Clause 3.13 of this part. Any verification of the Site shall be arranged with the Landlord or the Property Manager.

The Contractor shall, upon possession of the Site, be deemed to have accepted the Site, existing works, temporary works and the like and shall clear the Site of any debris, etc., which may have been left on the Site and to have full responsibility for the care thereof.

Condition survey shall be carried out to record the condition of the Site including all defects and any other handover items from the Landlord on site at the date of possession of the Site. The condition survey report shall be produced and submitted to the Project Manager and the Commission for the purpose of the handover of the Site of the Landlord. The condition survey cost shall be bared by the Contractor and be deemed to be included in the Contract.

3.48 General Attendance Items to Commission's Contractors

The Contractor shall carry out works and / or supply materials but not limited to the following to the Commission's Contractors for their equipment installation and other works at no expense to the Commission's Contractor. The Contractor shall be deemed to allow cost of general attendance of Commission's Contractors in the Contract to suit for this requirement.

- The use of ladders, scaffolding and working platforms;
- Provision of necessary safety equipments including but not limited to safety helmets, suitable eye protectors and ear protectors and First Aid equipment on site;
- Allowance for any daily waste disposal;
- Temporary water and electricity supplies;
- Attendance to afford the Commission's Contractors' facilities to move in the Site in the legitimate pursuit of their respective and particular works;
- Provision of protection measures as specified in Clause 3.19 of Part C.

3.49 Coordination Works for Commission's Contractors and Landlord's Nominated Contractors

The Contractor shall coordinate with the Commission's Contractors and Landlord's Nominated Contractors to understand their requirements in their respective and particular works and allow any suitable design for the Works. The Cost for coordination works shall be allowed and included in the Contract. No additional cost for any abortive works due to misunderstand such requirements or failure to coordinate with the Commission's Contractors and Landlord's Nominated Contractors is allowed in the Contract, unless proof of default of the Commission's Contractors in failure to produce their related designs resulting in the abortive works.

In order to understand the requirements in the respective and particular works especially for specific IT requirements, the Contractor shall arrange any competent person who has compent knowledge in these particular works to communicate with the Commission's Contractors to obtain full understanding of these requirements.

3.50 Declaration of Interest

The appointed Contractor and any of its associated companies, vendors, sub-contractors or personnel must declare any interest that may be considered to be in any potential, actual or perceived conflict with the Service to be performed. The appointed Contractor, vendors and sub-contractors shall not undertake any services which could give rise to conflict of interest.

3.51 No Sub-contracting or Assignment

The appointed Contractor shall not assign, or otherwise dispose of or transfer, or sub-contract any of its duties, obligations, interests, rights or benefits, in whole or in part, without prior written approval of the Commission. If any part of the Service is sub-contracted to any person, the appointed Contractor shall remain liable for any acts or omissions of such person as if such acts or omissions were its own.

3.52 Confidentiality

Contractors shall not, and shall procure that vendors and sub-contractors will not, disclose any information in connection with this Tender to any third parties, other than where necessary for the purposes of Proposal preparation or statutory compliance with this Tender, without the prior written approval of the Commission.

All materials and data furnished by or on behalf of the Commission in connection with the Service, all information derived from the provision of the Service, and the terms and conditions as set out in this Tender shall be treated by Contractors as confidential information.

The appointed Contractor shall not disclose any confidential information to any third parties (including without limitation to any associates or associated persons, vendors, sub-contractors, directors, officers, employees or agents of the Contractors who are not responsible for the Service, except to the senior management, legal and compliance personnel only on a need-to-know basis) in any circumstances and whether during or after the Service Period without prior written consent from the Commission. The appointed Contractor shall ensure that any persons it engages for the provision of the Service comply with this clause.

The appointed Contractor shall not advertise or cause to be advertised in whatever manner before, during or after the Service Period its engagement by the Commission without prior written consent from the Commission.

The appointed Contractor shall report any actual or suspected breach of confidence to the Commission immediately, and shall fully and effectively indemnify the Commission all losses, liabilities, claims, actions, proceedings, demands, costs, charges or expenses arising out of or in connection with such breach of confidence.

3.53 Probity and Anti-collusion

Contractors shall not, and shall ensure that any of their employees, agents, vendors, sub-contractors or related parties will not, offer, give, solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in connection with this invitation.

Contractors must ensure that the Proposal is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Quotation Certificate referred to below), including regarding price, Proposal submission procedure or any terms of the Proposal. In the event of any breach of this clause by any Contractors, the Commission reserves the right to invalidate the Proposal submitted by that Contractors and seek damages.

Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap.619). Contractors who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

In the submission of a Proposal, the Contractor shall submit to the Commission a Non-collusive Tendering Certificate (Annex J) duly signed by an authorized person on the Contractor's behalf.

Any breach of or non-compliance with the requirements under this Clause 4 shall invalidate the Proposals of the Contractors concerned. If the Commission has appointed the Contractor without knowing of such breach or non-compliance, the Commission shall be entitled to immediately terminate the appointment and claim all losses and costs incurred in connection with the Service. The rights of the Commission under this clause are in addition to and without prejudice to any other rights or remedies available to the Commission against the appointed Contractor.

3.54 Property Right and Copyright

Any documents and deliverables produced in the course of performing the Works by the appointed Contractor ("Materials") and the copyright and all intellectual property rights in all such documents and deliverables ("Intellectual Property Rights") shall be and shall remain the exclusive property of the Commission and shall vest in the Commission at the time they are created.

In the event and to the extent that any of the Intellectual Property Rights in the Materials is deemed for any reason not to vest in the Commission pursuant to Clause 3.54.1 then the appointed Contractor shall forthwith, free of charge to the appointed Contractor, assign or otherwise transfer or cause to be assigned or otherwise transferred the same to the Commission free of any encumbrance or compensation to the appointed Contractor.

The appointed Contractor grants and undertakes to acquire at its sole costs and expense all the requisite consents and licenses for the benefit of the Commission, its authorized users, assigns and successors-in-title for the use (including doing any acts restricted by copyright that are stipulated in sections 22 to 29 of the Copyright Ordinance (Cap. 528)) of the Materials for any purposes for which the Commission may in its absolute discretion use the Materials. The license to be granted and/or acquired by the appointed Contractor is irrevocable, non-exclusive, worldwide, royalty-free, perpetual and sub-licensable.

3.54 Property Right and Copyright (Cont'd)

Upon request by the Commission at any time during the currency of the Works, and in the event of the expiration or termination of the Works, the appointed Contractor shall at its sole costs and expense promptly deliver to the Commission all the Materials and all copies of the Materials (save for the deliverables already submitted), then in the appointed Contractor's custody, control or possession, whether in their completed form or not.

The appointed Contractor hereby waives and undertakes to procure all the authors concerned to waive all moral rights (as referred to in the Copyright Ordinance, Cap. 528) (whether past present or future) in the Materials, such waiver to operate in favor of the Commission, its authorized users, assigns and successors-in-title and to have effect upon the vesting of the Intellectual Property Rights in the Commission or the grant of the license to the Commission (as the case may be).

The appointed Contractor warrants to the Commission that:

- (a) the provision of the Materials or any of the works by the appointed Contractor in performing the Works, the use or possession by the Commission, its authorized users, assigns and successors-in-title of the Materials or any part thereof for any of the purposes contemplated by the Service does not and will not infringe any intellectual property of any party;
- (b) in respect of any materials used by the appointed Contractor or the appointed Contractor's team members in the performance of the Works and in respect of which any intellectual property is vested in a third party, the appointed Contractor shall have obtained the grant of all necessary clearances for itself and its team members and for the Commission, its authorized users, assigns and successors-in-title authorizing the use of such materials for any of the purposes contemplated by the Works.
- (c) At the request of the Commission, the appointed Contractor shall, free of charge to the Commission, do all such things and sign all such documents and instruments as may be reasonably necessary in the opinion of the Commission to enable the Commission to obtain, defend and enforce its rights in the Materials.

The Commission is not bound to consider an offer from a Consultant in the event of a claim being received by the Commission alleging or the Commission having grounds to believe that the Works to be performed by that Contractor is infringing copyrights or have otherwise infringed the intellectual property rights in the goods or product of a third party.

The provisions of clauses 3.54.2 to 3.54.7 shall survive the expiration or early termination of the Works and shall continue in full force and effect notwithstanding such expiration or termination.

3.55 Disclosure by the Commission

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

- a) the fees, costs and expenses payable by the Commission for engaging the appointed Contractor;
- b) the Proposal submitted by the appointed Contractor; and
- c) the engagement by the Commission of the Contractors for the Works; the names of the sub-contractors appointed by Contractors; and description of the Works.

3.55.2 The appointed Contractor waives and foregoes its rights, if any, to make any claims against the Commission for any losses, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in connection with any disclosure made by the Commission under Clause 3.55.1.

3.56 to 3.57 [Deleted]

3.58 Warranties and Undertakings

The Contractor warrants and undertakes to the Commission that the Service shall be performed and completed in an impartial, timely and diligent manner and that the appointed Contractor shall use all the experience, skills, care and diligence in its performance of the Service and discharge of all duties and obligations under the Contract in accordance with current industry standards.

3.59 Indemnity

Without prejudice to any other provision of the Contract, the Contractor shall indemnify the Commission in respect of:

- (a) all claims, actions, investigations, liabilities, demands, proceedings or judgements brought against the Commission;
- (b) all liabilities, losses, damages, costs, charges or expenses which the Commission may pay or incur in disputing any such claims; and
- (c) any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property

arising out of or in connection with:

- (a) a breach of any provisions of this Contract by the Contractor;
- (b) negligence, recklessness or willful misconduct of the Contractor, its employees, agents or sub-contractors in the provision of the Service; and
- (c) any unauthorized act or omission of the Contractor, its employees, agents or sub-contractors.

For the purposes of this clause, "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

3.60 Set off

Where the Contractor has incurred any liability to the Commission, whether at law or in equity and whether such liability is liquidated or unliquidated, and without prejudice to any rights or remedies the Commission may have, the Commission may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Commission to Contractors under this Contract or any other contracts.

3.61 Governing Law and Arbitration

- 3.61.1 The Contract shall be governed by and construed in accordance with the laws of Hong Kong and, subject to Clauses 3.61.2 and 3.61.3, the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.
- 3.61.2 Any dispute or difference between the parties arising out of or in connection with the Contract shall first be resolved by informal means; and if no settlement is reached within 28 days, such dispute or difference shall first be referred for mediation in accordance with the prevailing Hong Kong International Arbitration Centre Mediation Rules.
- 3.61.3 If the matter cannot be resolved by mediation or either party to the Contract or does not wish the matter to be referred for mediation, either party may within 90 days from the failure of the mediation or the refusal to mediate (as the case may be) require that the matter be referred for arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609). Any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Ordinance. The decision reached from the arbitration shall be final and binding on the parties. The prevailing Hong Kong International Arbitration Centre Domestic Arbitration Rules shall apply to any arbitration instituted under this section. Unless otherwise agreed, the appointed Contractor shall continue to provide the Service during the resolution of the dispute or difference.



ANNEX A - Guidelines to The Technical Proposal

Annex A – The Technical Proposal

A1. The Technical Proposal

The Tenderer is free to include any information that it considers to be relevant to its proposal. However, **as a minimum**, this part should contain the following:

Table of Contents

1. Executive Summary

This Section should provide a full summary of the proposed design and approach.

2. The Proposed Design and Approach

This section should describe the proposals in detail and explain how the proposals meet the conditions and requirements set out in Section 4, and describe any limitations and compatibility issues associated with the proposals.

Basic information of the proposed design and approach should be referred to **Part A2** in Annex A.

3. Declaration and Compliance with the Commission's Requirement

This section requires a tenderer to declare his submitted proposals the extent in compliance with the Commission's Requirements as described in the Design Brief in Annex F and Section 4.

As to the requirements as described in the Design Brief in Annex F, the tender may consider to propose alternatives apart from the Commission's design brief. These alternatives should be specified in this section. The Tenderer should explain:

- (a) why the requirements do not provide the Commission with the best approach in the circumstances;
- (b) the proposed alternatives;
- (c) the ways in which their alternatives are better.

4. Tenderer Profile

The Tenderer should provide full details of its company profile. This should include the following matters:

- (a) the company's experience in similar projects;
- (b) references for similar projects;
- (c) other relevant information;
- (d) type of registration under Buildings Ordinance;
- (e) quality assurance;
- (f) recent financial statement from bank;
- (g) latest audit account; and
- (h) declare of any current / previous (3 years) litigation by completing Litigation Disclosure (Annex K)

A1. The Technical Proposal (Cont'd)

5. Project Team and Structure

Names, qualifications and work experience of key personnel assigned to implement the Project, the team structure and arrangements under which replacements can be made by either party;

6. Duly Completed Non-Collusive Quotation Certificate

Please refer to Annex J

7. Other relevant information

The Tenderer can include any other information that it considers to be relevant to its proposal.

The Tenderer may make reference to the assessment criteria referred to **Part A3 in Annex A**, which are to be scored by the Commission, in considering what extent of the content of his own technical proposal should be provided.

A2. Basic Information of the Proposed Design and Approach

The basic information of the proposed design and approach should include the following materials.

- (a) Layout Plan;
- (b) Ceiling Layout Plan;
- (c) Furniture Layout Plan;
- (d) Building Services Installation Plan
 - a. Air Conditioning Plan
 - b. Plumbing and Drainage Plan
 - c. Electrical Plan
 - d. Fire Service Plan
- (e) 3D render perspective (Reception Area, , Office Area, Board Room, Pantry & Collaboration Area, Meeting Rooms, and CS Dept)
- (f) Material / Finishes Schedule (Information refers to Annex F);
- (g) Material Catalogue and Sample Board (Printed Copy is acceptable)
- (h) Proposed Programme;
- (i) Quality Control;
- (j) Project Solution (solution, lead time and server rooms)
- (k) Furniture Solution (Furniture System Option other than the brands as specified in the design brief as an optional choice should be proposed for the consideration of the Commission)
- (l) IT Solution
- (m) Security Solution
- (n) Audio/Visual Solution
- (o) Building Services Equipment Schedule (Please refer to Section A4)
- (p) Other relevant information the tenderer deemed appropriate to illustrate their design.

A3. Assessment Criteria to Technical Proposal

	TECHNICAL PROPOSAL	Max Score	Scoring Guideline
1	Executive Summary	-	-
2	The Proposed Design and Approach		
		10	
	Layout Plan	5	1 Design meets the Commission's requirements?
			2 Use of space effectively?
			3 Design flexibilities (for future changes that may have)?
			4 Any new idea/inputs on the layout plan?
	Ceiling Layout Plan	2	1 Include all necessary equipment?
			2 Location of lighting fittings may cause glare/reflection from monitor to user?
	Furniture Layout Plan	3	1 Use of space effectively?
			2 Meet the Commission's requirements?
			3 Design flexibilities?
	Building Services Installation Plan:	8	
	- Air Conditioning Plan	2	1 Air outlet allocated reasonably?
			2 Ensure 24 hours AC provided?
			3 Routing of AC system acceptable?
			4 In line with the setup in general layout plan?
	- Plumbing & Drainage Plan	2	1 Sufficient plumbing provided?
			2 Routing of plumbing and drainage acceptable?
			3 In line with the setup in general layout plan?
	- Electrical Plan	2	1 Sufficient power supply arrangement?
			2 Routing of electrical wirings acceptable?
			3 In line with the setup in general layout plan?
	- Fire Service Plan	2	1 Comply with local fire safety statutory requirements?
			2 Routing/location of Fire services equipment acceptable?
			3 In line with the setup in general layout plan?
	3D render:	9	
	- Reception Area	1.5	Demonstrate the design clearly and meet the Commission's requirements?
	- Board Room	1.5	Demonstrate the design clearly and meet the Commission's requirements?
	- Office Area	1.5	Demonstrate the design clearly and meet the Commission's requirements?
	- Pantry & Collaboration Area	1.5	Demonstrate the design clearly and meet the Commission's requirements?
	- CS Area	1.5	Demonstrate the design clearly and meet the Commission's requirements?
	- Meeting Rooms	1.5	Demonstrate the design clearly and meet the Commission's requirements?
	Material / Finishes Schedule	3	1 Quality in good standard?
			2 Easy to maintain/ clean?
			3 Warranty provided?
			4 Sustainability/Environmentally Friendly?
			5 Any productive suggestions?

	TECHNICAL PROPOSAL	Max Score	Scoring Guideline
	Material Catalogue and Sample Board	2	1 Provide any Material Catalogue and Sample Board?
			2 Up to the Commission's requirements?
	Proposed Programme	10	1 Showed critical path of work and acceptable?
			2 Allowed server room early completion?
			3 Did the construction period shorter than specified?
			4 Able to finish the construction work within the established time frame with high efficiency?
			5 Able to commit to the Milestone dates?
			6 Allowed night work?
	Quality Control	3	Provide good quality control such as providing ISO cert, method of site check etc.?
	Project Solution (Cost, Solution, lead time and server room setup)	4	Provide the solution on lowering the cost, leadtime, accelerate the works, such as shortened the setup time for server room
	In-house designer support	4	Provide in-house designer support from GC vendor with solid experience?
	Furniture Solution	4	1 Quality and delivery time acceptable?
			2 User friendly & modern design?
			3 Offer warranties? Any performance pledge on repair during warranty period? Condition of warranty acceptable?
			4 Re-use existing furniture that fits the design?
			5 Any productive suggestions?
	IT solution	4	1 The way to cooperate with IT vendor (completion of server room) acceptable?
			2 IT end user requirement can be implemented?
			3 Provide IT expert support to handle IT issues by the main contractor? Competent?
			4 Any productive suggestions?
	Security Solution	4	1 Meet the Commission's requirements?
			2 Any feature in the proposed solution can enhance overall security management?
			3 Single service provider for the setup, install and maintenance?
			4 Offer warranties? Any performance pledge on repair during warranty period? Condition of warranty acceptable?
			5 Subsequent yearly maintenance contract cost and scope acceptable?
			6 Any productive suggestions?
	Audio / Visual Solution	4	1 Meet the Commission's requirements?
			2 Offer any warranties? Any performance pledge on repair during warranty period? Condition of warranty acceptable?
			3 User friendly design?
			4 Subsequent yearly maintenance contract cost and scope acceptable?
			5 Any productive suggestions?
	Building Services Equipment Schedule	2	Meet the Commission's requirements?
	Other relevant information	2	1 Other information that can help the works done quickly and smoothly which did not mention above
			2 Any other value added services?

	TECHNICAL PROPOSAL	Max Score	Scoring Guideline
3	Compliance to Tender	9	
	Declaration of compliance with Commission's Requirement?	3	Any declaration of compliance with Commission's Requirements?
	Proposed alternatives	3	Any alternatives to the suggestions of tender? Alternatives to enhance overall design?
	Explanation to alternatives	3	Clear explanation on the alternatives?
4	Tenderer Profile	8	
	Company's experience in similar projects	2	Experience in similar projects
	References for similar projects	2	References for similar projects
	Company Capacity/Financial	2	Financial capability
	Other relevant information	2	Any other relevant information that benefit the fit-out works?
5	Project Team and Structure	5	
	Qualifications of key personnels	3	1 Any supporting document for the qualifications of key personnel?
			2 Is the qualifications enough for / relevant to the works?
			3 Fulfill statutory requirement (Minor works to be done by minor works contractor)?
	Team structure and arrangements	2	1 Any organization chart with hierarchy?
			2 Enough professionals regarding its size of team?
6	Presentation	5	1 Preparation
			2 Clarity and communication skills
			3 Responsiveness to questions

A4. Equipment Schedule

CRAC Unit Equipment Schedule

Description	Specified	Offered
General		
Designation No.		
Location	Server Room	
Manufacturer	Emerson or similar	
Country of manufacture		
Model		
Quantity		
Type	Floor mounted Down flow Dual Coil Unit	
Source	Dual Source Chilled water	
Overall weight (kg)		
Overall dimensions CRAC		
Length (mm)		
Width (mm)		
Height (mm)		
Front Clearance (mm)		
Left /Right Side Clearance (mm)		
Input Power Characteristics		
Input voltage / Phase / Frequency	380V /3ph/50 Hz	
Normal power consumption (kW)		
(i) Fan	(i)	
(ii) Fan + Heater	(ii)	
(iii) Fan+ Heater + Humidifier	(iii)	

Description	Specified	Offered
Start-up current (A)		
Input voltage tolerance (%)	8	
Power factor	0.85	
Output Parameters		
Design Supply Air Condition (oC/ RH)	-	
Design Return Air Condition(oC/ RH)		
Total net cooling capacity (kW)	N/A	
Total net sensible cooling capacity (kW)	N/A	
Chilled water coil		
Total net cooling capacity (kW)		
Total net sensible cooling capacity (kW)		
Chilled water entering temperature (oC)		
Chilled water leaving temperature (oC)		
Min Chilled water flow (litres/sec)		
Max .Pressure drop (kPa)		
Chilled Water Control Valve inside unit	Modulating Valve	
Pressure rating of water side equipment		
Fan		
Type	EC Fan	
No of Fans	Min 2	
Shaft		
Fan motor	Fan motor shall be 1450 RPM at 50Hz	
Drive	Direct DC Drive	
Fan air flow rate (l/s)		
Minimum Fan external static pressure (Pa)	50	
Fan brake power (kW)		

Description	Specified	Offered
Harmonic Content, THDi (%)	Complied to IEEE Requirement	
Noise Data		
Max Noise Level (dBA) 1m from Equipment	75	
Room Unit Free Field – sound pressure level @ 1m dBA		
a) 63Hz		
b) 125Hz		
c) 250Hz		
d) 500Hz		
e) 1kHz		
f) 2kHz		
g) 4kHz		
h) 8kHz		
Room Unit Casing Radiated– sound pressure level @ Lw dB		
a) 63Hz		
b) 125Hz		
c) 250Hz		
d) 500Hz		
e) 1kHz		
f) 2kHz		
g) 4kHz		
h) 8kHz		
Attenuators		
Pre-Filter / Final Filter	MERV8 or equivalent	
Others		

Description	Specified	Offered
Humidifier		
Type - Infra Red with high intensity quartz lamps or Steam Canister	N/A	
Evaporator Pan		
Capacity (kg/h)		
Power input (kW)		
Automatic Water Supply System		
Adjustable water-over-feed system		
Reheat Section		
Minimum No. of Stages	N/A	
Total Capacity (kW)		
Low Watt density 304 stainless steel fin tubular construction		
Thermal Safety Switches Protection		
Floor Stand		
Floor stand shall be constructed a heliarc welded tubular steel Frame by hot dipped galvanized	Required	
Air Cowl at CRAC return up to 2500mm from raised floor	Required	
Adjustable legs with vibration isolation pads	Required	
Floor base stand height (mm)	Floor base stand Required	
Master controller for each assigned group of CRAC	Each CRAC	
Build in ATS with source selection from control menu and delay timer setting	Required	
System Auto-Restart	Required	
Sequential Load Activation	Required	
Automatic changeover function of duty/standby units when receiving water leak alarm by running CRAC unit itself	Required	

Description	Specified	Offered
Automatic changeover function of duty/standby units when duty unit stops in case of any emergency	Required	
Automatic changeover function of duty/standby units with timer control	Required	
Audible & Visual Alarm in event of the following Conditions:	Required	
High Temperature		
Low Temperature		
High Humidity		
Low Humidity		
Loss of Power		
Common Alarm		
Water Leakage Detection		
CRAC Running		
CRAC Stop		
Dry contact outputs to interface user facility monitoring system	Required	
High Temperature		
Low Temperature		
High Humidity		
Low Humidity		
Loss of Power		
Common Alarm		
Water Leakage Detection		
CRAC Running		
CRAC Stop		
Stainless Drip tray under CRAC unit	Required	
VAC control cut for CRAC unit when receiving fire alarm signal	Required	

MVAC Equipment Schedule

Any alternative equipment and material deviated from the list may be considered subject to the final judgment of the Project Manager.

The MVAC equipment and materials should be chosen from the list below:-

<u>Item</u>	<u>Description</u>	<u>Specified Manufacturer (or equivalent)</u>	<u>Offered Manufacturer & Origin</u>	<u>Origin</u>	<u>Delivery (wks)</u>
1	Fan coil unit	Sinko/ Carrier			
2	Ventilating Fan	Explair			
3	Diffuser, Grille and Louvre	Laser Wyserman			
4	G.I. Conduit and accessories	ZS			
5	Flexible Conduit	Adaptaflex Burn Tube			
6	BS4662 Box/Besa/ Junction Box	HN-WM			
7	Fire damper/ Smoke Damper	Ruskin/ Laser			
8	Armoured/pvc cable	BICC/AEI			
9	Fire resistant Cable to BS6387	BICC/AEI			
10	Fusible Link	Ruskin/ ACL			

Fire Services Equipment Schedule

Any alternative equipment and material deviated from the list may be considered subject to the final judgment of the Project Manager.

<u>Description</u>	<u>Manufacturer/Product</u>	<u>Offered</u>
Sprinkler control valve including water alarm gong	Reliable/Viking or equivalent	
Gate valve	CNB/TYT or equivalent	
Butterfly valve	Wouter Witzel/AQUA or equivalent	
Silent check valve	CNB/TYT or equivalent	
Sprinkler cover plate	Local or equivalent	
Flow switch	Notifier or equivalent	
Air vent including gate valve	Giacomin or equivalent	
Pressure gauge 0-300 psi	T.K. or equivalent	
Sprinkler inlet	Yue Hing or equivalent	
Fire services control panel (4/8 zone) and control accessories	T.EMI-S1700 or equivalent	
Manual call point	T.EMI/GENT or equivalent	
Alarm bell (24 V.D.C.)	GENT or equivalent	
Sprinkler head (68°C)	Reliable/Spray Safe or equivalent	
Direct telephone link system	Chubb or equivalent	
Galvanised M.S. pipe accessories	TOSA/TM or equivalent	
Galvanised Conduit accessories	G.E./ Maruchi class 'B' or equivalent	
Single core PVC cable	AEI/BICC/IRISH or equivalent	
Smoke detector (optical) including base	APPOLLO/HOCHIKI/MENVIER MPD720 or equivalent	
Siren (24V.D.C)	GENT or equivalent	
Xenon Flashing light	GENT or equivalent	
Relay (Heavy duty type)	Omrom or equivalent	
Hosereel	F.S.D approved or equivalent	
Remote LED indicator	T.EM1/GENT/MENVIE or equivalent	
FM200	(to be filled by tenderer).	

Electrical Equipment Schedule

Any alternative equipment and material deviated from the list may be considered subject to the final judgment of the Project Manager.

<u>Item</u>	<u>Description</u>	<u>Specified Manufacturer (or equivalent)</u>	<u>Offered Manufacturer & Origin</u>	<u>Origin</u>	<u>Delivery (wks)</u>
1	Armoured/pvc cable	AEI/ Draka			
2	Fire resistant/ LSOH Cable to BS6387/ BS 7211	AEI/ Draka			
3	Isolating Switch	Federal/ABB			
4	MCCB/MCB Distribution Board	MG/ABB			
5	MCCB/MCB	MG/ABB			
6	MCB c/w RCD	MG/ABB			
7	G.I. Trunking	Shun Cheong/WEW			
8	G.I. Conduit and accessories	Maruchi/ZS			
9	Flexible Conduit	Adaptaflex Burn Tube			
10	Switch and sockets	MK/Clipsal			
16	T5 Lighting fitting	Thom/Phillip			
17	LED Exit sign	Crystallite			
18	Ventilating Fan	Explair			
19	Diffuser, Grille and Louvre	Laser Wyserman			
20	BS4662 Box/Besa/ Junction Box	HN-WM			

P&D Equipment Schedule

Any alternative equipment and material deviated from the list may be considered subject to the final judgment of the Project Manager.

<u>Item</u>	<u>Description</u>	<u>Specified Manufacturer (or equivalent)</u>	<u>Offered Manufacturer & Origin</u>	<u>Origin</u>	<u>Delivery (wks)</u>
1	Fresh water copper pipe	Kembla / Crane Enfield			
2	Fresh water copper capillary fittings	Kembla / Delcop >B<			
3	Fresh water brass compression fittings	Pegler / Conex			
4	Fresh water brass gate valve	Pegler / Giacomini			
5.	uPVC flush water pipe and fittings	Aron / Asahi / Vinidex			
6	uPVC isolating valve	Aron / Asahi			
7	Drainage uPVC pipe and fittings	RKS/ Iplex / Crown			
8	Drainage cast iron pipes and fittings	Diamond/ CHF /GY			
9	Floor Drain Outlet	Cheung Hing			
10	Water tap	Toto			



ANNEX B - Guidelines to The Fee Proposal

ANNEX B – The Fee Proposal Guidance

B. The Price Schedule

This part should contain the following:

1. Form of Tender

Please fill in and sign the **Form of Tender** in Annex C and append this to the Fee Proposal.

2. Schedule of Rates

All fees must be quoted in Hong Kong Dollars. The Commission expects Tender prices to be fixed to the maximum extent possible. Where appropriate the charges for separate and distinct phases should be given.

Proposed Schedule of Rates should be produced in accordance with the following principles:

- 2.1 **Separate** Schedule of Rates should be prepared and proposed for the Premises respectively.
- 2.2 Each proposed Schedule of Rates under following cost sections should include Works breakdown in Quantity and Unit Rate under specified:
 - (a) Design Fees (this item could be in lump sum);
 - (b) Insurance Policy;
 - (c) Preliminary Items to the Works;
 - (d) Partition & Associated Works;
 - (e) Doors and Ironmongery;
 - (f) Wall Finishing Works;
 - (g) Ceiling and False Ceiling Works;
 - (h) Floor Finishing Works;
 - (i) Custom Built Furniture;
 - (j) Miscellaneous Items (LOGO, frosted sticker film, roller blind, structural loading calculation for compactus etc);
 - (k) Electrical & Mechanical Works;
 - (l) Landlord's Nominated Contractor Works (Provisional Items);
 - (m) Provision Sum for System Furniture;
 - (n) Provisional Sum for AV system;
 - (o) Related Services Fee for Temporary Power Supply and Air Conditioning Supply for specific IT requirements during Construction Period;
 - (p) Security System;
 - (q) Related Services Fee for IT system; and
 - (r) Others (please specify)
 - (s) Contingency Sum (10% of the Tender Prices)
 - (t) Optional Items (Such Sum not counted into the Tender Prices)

2.3 The breakdown of proposed Schedule of Rates shall be presented to cover the items listed in the Commission's Requirement and Design Brief in Annex F as possible as the tenderer can, or other format which can be itemized to achieve the ease of understanding the inclusion of all the Commission's requirements in Design Brief in Annex F.

2.4 The Tenderer is deemed to include all necessary attendance, supervision and coordination work of the Landlord's Nominated Contractors, nominated suppliers and Commission's Contractors.

Please fill in **Summary of Tender** in Annex C; and submit the proposed Schedule of Rates in the Fee Proposal.

3. Payment Terms and Arrangements

Payment must correlate with major milestones/achievements or deliverables, in accordance with payment policy in Annex E.

4. Preamble to Schedule of Rates

This guidance clause is to **suggest** what breakdown cost items in the Cost Sections ranging from 2.1(a) to (r) should be expected by the tenderers when they produce their fee proposals for the consideration of the Commission.

Cost Sections 2.2(a) - Design Fees

Tenderers should be expected to quote any breakdown cost items in relation to design fees in response to the Commission's Requirements, Annex F - Design Brief for the Premises and requirements in Condition of Contract.

Cost Sections 2.2(b) - Insurance Policy

Tenderers should be expected to quote any breakdown cost items in relation to Insurance Policy as required in the Commission's Requirements and Condition of Contract. Special attentions should be drawn by the tenderers to the requirements stipulated in Clause 3.44 of Part C of the Conditions of Contract and Annex I - South Island Place – Tenant's Fit Out Insurance Brochure

4. Preamble to Schedule of Rates (Cont'd)

Cost Sections 2.2(c) - Preliminary Items to the Works

Tenderers should be expected to quote any breakdown cost items in relation to Preliminary Items to the Works. This Cost Section should allow for any financial obligations imposed by the Commission's Requirements and the Conditions of Contract. Non-pricing preliminary items or non-quoted preliminary items do not relieve the Contractor from any obligation to comply with the Commission's Requirements and the Conditions of Contract.

Special Attention to the following Areas to be covered by the Preliminary Items but not limited to the following:

Special Attention to the following Clauses

Project Timeline Requirements	Clause 4.2 of The Commission's Requirement
Working Hours Requirements	Clause 4.3 of The Commission's Requirement
General Design and Construction Requirements	Clause 4.4 of The Commission's Requirement
General Coordination Requirements	Clause 4.9 of The Commission's Requirement
Documentation and Administration Requirements for Construction	Clause 4.10 of The Commission's Requirement
Hand-Over Requirements	Clause 4.11 of The Commission's Requirement
Standard Form of Contract	Part A of Conditions of Contract
Special conditions of contract	Part B of Conditions of Contract
Preliminary	Part C of Conditions of Contract
South Island Place Fit-out Guide	Annex D - South Island Place Tenant's Fitting-out Guide

Cost Sections from 2.2(d) - Partition & Associated Works

Tenderers should be expected to understand the requirement in Annex F – The Design Brief for The Premises to prepare for any relevant breakdown cost items in relation to relevant Cost Sections from 2.2(d).

4. Preamble to Schedule of Rates (Cont'd)

Cost Sections from 2.2(e) to 2.2(k), and 2.2(p) – Doors and Ironmongery, Wall Finishes Work, Ceiling and False Ceiling Works, Floor Finishing Works, Custom Built Furniture, Miscellaneous Items and Electrical & Mechanical Works and Security System

Tenderers should be expected to understand the requirement in Annex F – The Design Brief for The Premises to prepare for any relevant breakdown cost items in relation to relevant Cost Sections from 2.2(e) to 2.2(i), 2.2(k) and 2.2(p).

Cost Sections from 2.2(j) - Miscellaneous Items (LOGO, frosted sticker film, roller blind, structural loading calculation etc)

Tenderers should be expected to note that in Annex F – The Design Brief for The Premises, compactus requires calculation of structural loading calculation and submission to Landlord's endorsement or approval. Tenderers should be expected to quote cost for any professional structural engineer to provide the structural loading calculation or its endorsement for to the Project Manager for submission to the Property Manager.

Breakdown cost items in relation to this Cost Section shall be prepared by Tenderers based on the Design Brief.

Cost Section 2.2(l) – Landlord's Nominated Contractor Works (Provisional Items)

Tenderers should be expected to understand the requirements in the South Island Place Fit-out Guide. There are Landlord's Nominated Contractors which should be employed by the Contractor to carry out the Landlord's Nominated Contractor Works as required by the Property Manager. This Cost Section in relation to Landlord's Nominated Contractor Works should be quoted as provisional sums.

The Tenderers should be note that these provisional sums shall be deducted from the Contract Sum and the Nominated Contractor Works carried out shall be valued in accordance with the Conditions of Contract and the value shall be added to the Contract Sum.

4. Preamble to Schedule of Rates (Cont'd)

Cost Section 2.2(m) – Provision Sum for System Furniture

Tenderers should be expected to understand that the requirements for system furniture in the Annex F – The Design Brief for the Premises,

The Tenderers should be note that these provisional sums shall be deducted from the Contract Sum and the supply and installation works for system furniture carried out shall be valued in accordance with the Conditions of Contract and the value shall be added to the Contract Sum.

Cost Section 2.2(n) – AV system

Tenderers should be expected to understand the requirements for AV system in the Annex F – The Design Brief for The Premises. The Tenderers may note that they may contact vendors for the AV system as specified in Clause 4.7 of the Commission's Requirements. The Tenderers are not bound to quote from this AV vendor for pricing the AV system. The Tenderers could quote from any other AV vendors to provide any equivalent materials in other brands to suit for the requirements contained in the Design Brief.

Cost Section 2.2(o) – Related Services Fee for Temporary Power Supply and Air Conditioning Supply for specific IT requirements during Construction Period

Tenderers should be expected to understand that Forensic server room at the Premisess shall be ready for IT setup in these rooms as per the Annex F – The Design Brief for The Premises. Tenderers should be expected to base on this understanding to prepare for breakdown cost items in relation to related services for temporary power supply and air conditioning supply.

4. Preamble to Schedule of Rates (Cont'd)

Cost Section 2.2(q) – Related Services Fee for IT system

Tenderers should be expected to understand the requirements for specific IT requirements as specified in the Annex F – The Design Brief for The Premises to prepare for any breakdown cost items in relation to related services for IT system. Tenderers should be expected to note the requirements for Coordination Works stated in the Commission's Requirements and Clause 3.49 of Part C of the Conditions of Contract.

Cost Section 2.2(r) – Others (please specify)

Tenderers should be expected to quote for any other cost other than the Cost Sections as mentioned in the above and such cost in which tenderers foresee is necessary to suit for the Commission's requirements or the proposed Technical Proposals or necessary to complete the Works.

Cost Section 2.2(t) – Optional Items

A) System Furniture

The Tenderer should be expected to propose system furniture in other brands and design with similar looks and feel to the furniture proposed in the design development package mentioned in the design brief as an Optional Item. Despite the provision sum for system furniture, the Tenderers shall be expected to quote any breakdown cost items in relation to any proposed system furniture.

B) Partition & Associated Works

Tenderers should be expected to provide a cost option to the Commission for change of all dry wall partitions into glazing partition at Premises meeting rooms in reception area and rooms in the office. No matter what materials to be used, sound proof partitioning has to be adopted for meeting rooms and rooms for management. Tenderers should quote any breakdown cost items for such change of partitioning works and any associated works involved. As mentioned in the Clause 2.1 of this guidance, separate Schedule of Rates are required. Such Cost option should be allowed in the separate Schedule of Rates.



ANNEX C – Form of Tender and Summary of Tender

C1 – Form of Tender

Form of Tender

From _____

- NOTE :
- (1) If a Tender is being submitted by a partnership or an unincorporated body, the names and residential addresses of all partners should be given in spaces below.
 - (2) In all cases, the tenderer must give the number and date of their business registration certificate here : -

Number	Date
<hr/>	

To : Competition Commission

- 2.1 Having inspected the Site, examined the Guidelines to Tenderers, Background, Invitation to Tender and Condition of Tender, the Commission's Requirements, Conditions of Contract, and Annex A to Annex I for Design and Build Fitting-out Services For Competition Commission, we do hereby offer to execute complete and maintain the whole of the Works all in accordance with the Tender Documents in the sum of Hong Kong Dollars(HKD\$).
- or such sums as may be ascertained in accordance with the relevant Standard Terms and Conditions For Design & Build Agreement.
- 2.2 I/We undertake if my/our Tender is accepted to complete the Works in _____* calendar days from the Date of Possession as Stated in the Appendix of the Conditions of the Contracts.
- (*to be inserted by the Tenderer) but must be not more than 71 calendar days for the Work, which shall include Sundays and public holidays.
- 2.3 I/We agree to abide by this Tender for period of 90 days from the dated fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
- 2.4 Unless and until the Articles of Agreement as contained in the "Conditions of Contract" in Section 5 is signed by me/us and the Employer, this Tender, together with the written acceptance thereof by the Employer or Employer's representative subject to Section 3 paragraph 3.7 shall constitute a binding Contract between us.
- 2.5 I/We understand that the Employer is not bound to accept the lowest and any Tender may be received or may accept any portion of the Tender as submitted.
- 2.6 I/We understand and accept the Conditions of Contract for Design and Build Agreement as described in Section 5.

2.7 I/We hereby declare that I/we have not made any qualification to any part of the Tender.

Signature

Date.....

in the capacity of

duly authorised to sign Tenders for and on behalf of (**)

.....

Registered address of Company

.....

Signature of Witness

Name in Block Letters

Address

Occupation

Name of Partners

Residential Addresses of Partners

.....

.....

.....

.....

.....

.....

.....

.....

** In the case of Limited Company, insert the name of the Company.

In case of a partnership or unincorporated body the names of all partners must be inserted.

Address

Occupation

APPENDIX TO FORM OF TENDER

Part A of Conditions of Contract - General Conditions of Contract for Design And Build Contracts (1999 Edition):

Part B of Conditions of Contract - The "Special Conditions of Contract"

Part C of Conditions of Contract - The "Preliminary"

Maintenance Period	12 Months [Clause 1(1) in Part A]
Date of Proceeding of the Works	Within 3 days from the Commission's written notification [Clause 47(1) in Part A and Clause 3.13 in Part C]
Date of Site Possession	12 April 2019 [Clause 47(2) in Part A]
Date of Practical Completion	21 June 2019 [Clause 49 in Part A]
Period for Honouring Payment Certificates	Twenty One (21) days [Clause 79(1) in Part A]
Limit of Retention Money	Ten (10) % of the Contract Sum [Clause 79(1) in Part A]
Liquidated Damages	HKD 45,000 per day [Clause 2.10 in Part B]
Period of Final Measurement and Valuation	Ninety (90) days [Clause 79(6) in Part A]

Milestone Payments shall be referred to the Annex E – Payment Schedule



ANNEX C – Form of Tender and Summary of Tender

C2 – Summary of Tender

Summary of Tender

Item	Descriptions of Works	Brought Forward from proposed Schedule of Rates Amount (\$HK)	Total
(a)	Design Fees (this item could be in lump sum)		
(b)	Insurance Policy		
(c)	Preliminary Items to the Works (Preliminaries for time-related items should be in Lump Sum);		
(d)	Partition & Associated Works		
(e)	Doors and Ironmongery		
(f)	Wall Finishing Works		
(g)	Ceiling and False Ceiling Works		
(h)	Floor Finishing Works		
(i)	Custom Built Furniture		
(j)	Miscellaneous Items (LOGO, frosted sticker film, roller blind, structural loading calculation for reused compactus etc)		
(k)	Electrical & Mechanical Works		
(l)	Landlord's Nominated Contractor Works (Provisional Items)		
(m)	Provision Sum for System Furniture		1,500,000
(n)	AV system		
(o)	Related Services Fee for Temporary Power Supply and Air Conditioning Supply for specific IT requirements during Construction Period		
(p)	Security System		
(q)	Related Services Fee for IT system		
(r)	Others (please specify)		
(s)	Contingency Sum		600,000
	Total: (The Total Sum shall be brought forward to the Form of Tender)		



**ANNEX D – South Island Place -
Tenant's Fitting-out Guide**



Fit Out Guidelines and Rules

South Island Place

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PART ONE - DESIGN & TECHNICAL INFORMATION

1.0 INTRODUCTION

1.1 THE PURPOSE OF THIS FIT OUT GUIDE

This guide gives important information to facilitate Tenant and their designers/ consultants/ contractors of their fitting out work. Please study it carefully.

Design approval will be undertaken by Swire Properties Management Limited (SPML). If you have any queries on the content of this Fit Out Guide on your proposed fit-out submission, please contact:

Swire Properties Management Limited
Management Office
Suite 1601 Cityplaza Four
12 Taikoo Wan Road
Taikoo Shing
Hong Kong

Tel No. 2844-4988
Fax No. 2885-8305

2.0 PLANS

2.1 BASE BUILDING PLAN

Tenant will be supplied initially with a set of the following drawings (soft copy only) for use by Tenant's designers and consultants:

- (a) Ceiling Layout
- (b) Cable Tray Routing Layout
- (c) Fire Services Layout
- (d) General Layout
- (e) Raised Floor Layout
- (f) HVAC Layout

Drawings will be to a scale of 1:100 or as specified.

As there might be minor discrepancy between the site and the provided drawings, Tenant/Tenant's designers, etc. must verify all dimensions on site after taking over the premises.

3.0 DESIGN PROCEDURE

3.1 DESIGNERS/CONSULTANTS

Tenant must appoint (an) experienced designer(s)/consultant(s) to design and prepare the fitting out proposal for the premises. In particular, mechanical and electrical details must be shown on plans and detailed technical information should also be provided. The costs of Tenant's designers/consultants will be to the Tenant's own account.

3.2 PROGRAMME

- (a) **Pre Fit Out Meeting** - a Pre Fit Out Meeting can be arranged (upon request) with the Building Management Office's Fit Out Coordinator shortly after the dispatch of basic plans and information to the Tenant. A brief description of the building fabric & services and fit out plan requirements will take place. Tenant should bring their designers/consultants for information exchange purposes.
- (b) **Submission of Fit Out Plans and Specifications** - after the receipt of the basic information/plans from the Building Management Office, Tenant must submit 5 sets of hard copies or a soft copy of their fit out proposal containing plans and specifications to the Building Management Office for comment/approval.
- (c) **Preliminary Acceptance of Plans** - after receiving Tenant's plans and technical specifications, a meeting can be arranged (upon request) with the Tenant's designers/consultants and the Building Management Office's fit out team for detailed assessment and issuance of comments where required.
- (d) **Resubmission and/or Further Details** - if Tenant's plans are not acceptable, the Tenant will be required to RESUBMIT amended plans (5 sets of hard copies or a soft copy) in accordance with the Building Management Office's requirements AS SOON AS POSSIBLE until the design meets with the Building Management Office's requirement.
- (e) **Approval or Amendments Required** - after the preliminary meeting (procedure (c) above), Tenant will normally be advised within 10 working days of the Building Management Office's formal comments together with the associated approval where applicable. If the magnitude and nature of comments will adversely affect the original proposal submitted, a revised submission will have to be made and subsequently procedure (c) and (d) above repeated.
- (f) **Hand Over of the Premises** - premises will be handed over to Tenant for the purposes of fitting out upon the date notified to the Tenant.
- (g) **Major Alterations** - should any alterations require a submission to relevant Departments or Authorities of the HKSAR Government, then the Authorized Person and/or Registered Structural Engineer must be employed to make such a submission. The costs will be to the Tenant's own account.
- (h) **Submission of Fit Out Record Plans** - within 30 days upon the completion of all fit out works, Tenant is required to submit 2 complete sets of as-fitted record plans (soft copy of drawing is also acceptable).
- (i) **Post Fit Out Inspection** - in around 3 weeks upon the completion of all fit out works, Tenant shall arrange access for the Building Management Office to carry out a post fit out inspection.

- NOTES:**
- 1. Fit out plans and technical information must be submitted as soon as possible. Please ensure they are as clear and detailed as possible and include the details required in Appendix A of this guide in order to avoid any delays in their approval.
 - 2. Tenant will not be allowed to commence their fitting out works until their plans have been approved.

-
3. No delay in the lease commencement date or any extra rent free period will be allowed on account of plans not being ready or approved, or failure to comply with these rules.

4.0 PLANS AND TECHNICAL INFORMATION REQUIRED

4.1 SCALE AND UNITS

ALL plans in hard copy must be to a scale of 1:100. All technical information must be in metric units.

4.2 SUBMISSION OF PLANS

ALL of the following plans are required from Tenant:

(a) **Floor Plans** showing clearly:

- (i) General layouts with dimensions of exit routes and exit door clearly marked;
- (ii) Internal partitions or walls from the raised floor panel up to the false ceiling and/or up to the structural ceiling including details of the materials proposed and the fixing method;
- (iii) Location of any heavy load installations e.g. safes, filing systems or heavy equipment with full details of size, foot print area and weight (information including specification of the installations, placing/fixing details, loading capacity, loading justification and details of the load spread proposal should be submitted for approval);
- (iv) Any change to the raised flooring system for computer installations or similar;
- (v) Details of entrance doors;

NOTE: Glass door should be used for main entrance with a maximum width of 2m. For multi-tenanted floor, all entrance and exit doors as well as fixed glass panel (if any) must have a fire resistance rating of not less than one hour or as required by Regulations.

- (vi) Details of any proposed signage at reception areas.

(b) **Reflected Ceiling Plans** showing clearly:

- (i) Any partitions that penetrate the ceiling void and details of works within the ceiling void;

NOTE: No combustible materials or exposed cables are permitted within the ceiling void.

- (ii) Locations of all light fittings and air diffusers;
- (iii) All proposed changes to the locations of light fittings and any additional light fittings, clearly indicating those which have air diffuser attachments;
- (iv) Locations of speakers and proposed modifications, if any;
- (v) Locations of the thermostat control units and proposed modifications, if any;
- (vi) Existing layout of fire services sprinklers and proposed modifications, if any;
- (vii) All emergency lighting positions;
- (viii) Any special ceilings that are proposed (e.g. gypsum board ceiling or other types of ceiling system);
- (ix) Changes in ceiling level, if any.

(c) **HVAC Layout Plans** showing clearly:

- (i) Any proposed modification to the existing air ducts;

- (ii) Any additions, reductions or relocation of VAV boxes/lighting troughs and air diffusers;
- (iii) Any proposed modification to the existing ventilation system;
- (iv) Proposed additional Fan Coil Unit for Tenant's computer room to be connected to the essential chilled water supply system, including all condensate drain pipes and waterproofing details.

(d) **Electrical Layout Plans and Schematics** showing clearly:

- (i) Rating, type and location of the main switchboard and any local switch boards;
- (ii) Electrical schematic wiring diagram showing power distributions;
- (iii) MCCBs and ratings;
- (iv) All emergency lighting circuits;
- (v) Details of any electrical circuit required to be connected to the Building Management Office's standby power system for Tenant's use;

NOTES:

1. The designed voltage and frequency of the standby supply is 380 volt, 3-phase and 50Hz with the neutral point earthed.
2. The standby generator has been designed to switch on automatically in the event of power interruption to the respective normal power supply main, i.e. standby power will not be available if the interruption is caused by Tenant's own system/circuit fault.
3. The Building Management Office will not accept responsibility for losses resulting from any electrical failure or interruption howsoever caused including the operating performance of the standby power system.

- (vi) Proposed cable management system, types and locations of the floor outlet boxes;
- (vii) Calculation of maximum electrical loading with details;
- (viii) Requirements on any interfloor cabling with details of cable types, size and usage for Building Management Office's approval (only for Tenant with multiple premises on different floors).

(e) **Plumbing and Drainage Plans** showing clearly:

- (i) Proposed plumbing and drainage connection points with pipe diameters and materials, sump pump system including high level alarm and solenoid valve on supply;
- (ii) Proposed pipe routing;
- (iii) Details of pantry floor waterproofing and door curbs;
- (iv) Proposed underfloor water detection system in computer/server room.

(f) **Other Services Plans** showing clearly:

- (i) Any proposed alteration of the Sprinkler System to a 'dry' system for computer rooms;

NOTE: Any changes to the Building Management Office's approved fire suppression system will require F.S.D. approval prior to implementation.

- (ii) Any proposed additions or alterations to the hose reel system and AFA system;

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- (iii) Details of any special services, e.g. for SMATV/CABD, PA and Security System should be shown on a separate drawing with all connection points clearly marked;

NOTES: 1. **Location of the Building Management Office's and Tenant's signal interface points must be indicated;**

2. **Conduit routing and associated details, where applicable, should be indicated.**

- (iv) Details of any additional locks to be installed at fire exits.

NOTE: **Any such locking device must be of fail-safe type i.e. automatically released in the event of power failure or upon the actuation of a smoke detector or fire alarm system.**

- (g) **Schedule of Fit Out Work** showing the expected programme, commencement and completion dates of the work.
- (h) **Schedule of Technical Information** from Tenant (Appendix A) must be completed in full and submitted with the plans. Hard or soft copy is both acceptable.

5.0 BUILDING PROVISIONS BY THE BUILDING MANAGEMENT OFFICE

The following Building's provisions and installations will be provided inside the office premises.

5.1 OFFICE CEILING

The false ceiling system is of suspended acoustic tiles with integrated lighting and air conditioning outlets set in a modular layout. Ceiling tiles are of 600mm x 600mm non-absorbent mineral fibre with an embossed aluminium foil surface. The finished ceiling height is nominally 2.9m above the raised floor level.

5.2 FLOOR

A 150mm raised/access flooring system is installed, each panel measured 600mm x 600mm. The design imposed live load for structural floor slab is 4kPa generally and 5kPa around core wall.

5.3 PARTITIONS

If any, full height inter-tenancy partition/corridor partition shall be constructed from slab to soffit with gypsum boards. No finishes will be applied on Tenant's side.

5.4 TRUNKING

A three compartment cableway system is provided under-floor on both sides of the core for Tenant's management of power and telecommunication system cabling.

5.5 LIGHTING

Fully recessed, high output, low-glare fluorescent lights are designed to provide with an average illumination level of approximately 350 lux at desk-top level over a standard office arrangement. The wiring and switching circuits are provided by the Tenant to suit their individual design and layout requirement.

5.6 ELECTRICAL

(a) General Power Supply

The electrical loading per floor is designed at 89VA/m². The supply voltage is 380V, 3-phase 50Hz.

(b) Essential Power Supply

An emergency generator is available to support Tenants' critical applications and equipment such as main servers, telecommunication system at approximately 25VA/m² UFA. Any surplus requirement shall be subject to Building Management Office's approval.

5.7 HEATING, VENTILATING AND AIR-CONDITIONING (HVAC)

(a) General Cooling/Air-conditioning

Air-handling units serve the Direct Digital Control Variable Air Volume (DDC VAV) system which provides ventilation and cooling. VAV boxes with computer control points are provided per approximate 20 m² in office area. Control points can be individually programmed to supply ventilation and cooling as needed. The air-conditioning system on a standard office floor has been designed to cater for a population density of around 8 to 8.5 m² per person.

(b) Essential Cooling/Air-conditioning

Separate essential chilled water connections are provided with cooling capacity of 7.5 cooling TR per floor.

5.8 FIRE SERVICES

(a) Sprinkler System

A fully automatic sprinkler system meeting the Hong Kong Fire Services Department and the Loss Prevention Council's Rules has been installed on an open plan grid.

(b) Hose Reel System

Two wet hose reels are provided on each floor level. Hose reels are located in cabinets completed with breakglass unit and alarm bell near to exit staircases.

(c) Emergency Announcement

Ceiling concealed speakers are installed near the fire escape routes of each floor for emergency broadcasting.

NOTE: Ceiling tiles and fluorescent tubes will be supplied by the Building Management Office. Additional ceiling tiles and fluorescent tubes can be purchased and collected by the Tenant from the store of the Management Office.

6.0 WORKS BY THE TENANT

All decoration or fitting out works inside the premises are the Tenant's responsibility and are to be carried out at the Tenant's cost. As environmental protection is a global concern, Tenant is required to read and study in details the environmental initiatives as stated in Appendix G which highlights the most relevant and important guidelines with respect to fit out works from HK-BEAM.

6.1 TENANT'S CONTRACTORS' WORKS

The following works shall be done by the Tenant's contractors. Tenant shall supply the names of the proposed contractors to the Building Management Office prior to the commencement of work. The Building Management Office reserves the right to approve such contractors at his discretion.

- (a) **Suspended Ceiling** - installation of ceiling tiles onto fine line ceiling grids.

NOTE: All materials installed inside the false ceiling void must be incombustible in order to comply with the requirements of the fire services department.

- (b) **Air conditioning** - installation of any independent unit (e.g. fan coil unit) for Tenant's computer room A/C supply.

- NOTES:**
1. Pipeworks complete with isolating valves, balancing valves, strainer, insulation, etc. for connection to the Dedicated Chilled Water Supply System shall be carried out by Building Management Office's contractor subject to Building Management Office's approval at tenant's cost.
 2. Flushing out and pressure test of the Tenant's pipework is to be witnessed by Swire Properties Management Limited prior to any connection being made.
 3. A copy of the chemical treatment report should be provided to the Building Management Office for approval before any connection to the Building Management Office's system is made.

- (c) **Electrical**

- (i) For whole floor Tenant, the in-coming cables from the meter room to Tenant's main switch boards;

- NOTE:**
1. Plug-in unit complete with moulded-case circuit breaker (MCCB) will be installed by the Building Management Office's contractor at Tenant's costs.
 2. Main cables should be supplied by Tenant's contractors with a 15 metres tail inside the meter room for connection by the Building Management Office's nominated contractor.
 3. Proposal for upgrading Plug-in unit, if any, should be submitted to the Building Management Office at least 3 months in advance prior to tentative energization date.

- (ii) Isolator switches and main/local MCCB/MCB inside Tenant's premises;
- (iii) All conduits and wirings for interior light fittings and power sockets for appliances etc.;
- (iv) Additional light fittings as approved;
- (v) Installation of all fluorescent tubes in light fittings;

- (vi) Electrical cables for emergency supply for Tenant's computer rooms, independent A/C units, computer equipment and emergency light fittings inside Tenant's premises.

NOTE: Final connection to the essential power source to be done by the Building Management Office's contractor at Tenant's cost.

- (d) **Walls** - all finishes.
- (e) **Floors** - tile, carpet or other finishes.
- (f) **Partitions** - internal partitions as required.

NOTE: Only dry wall construction is permitted. No drilling to the false ceiling grid and curtain wall mullion is allowed.

- (g) **Telecommunications** - arrangements for telecommunication connections are the Tenant's responsibility.
- (h) **Plumbing and Drainage** - provision of a sump and pump with all stainless steel fittings for all wet pantry.

6.2 TENANT'S WORKS BY BUILDING MANAGEMENT OFFICE OR BUILDING'S NOMINATED CONTRACTORS

Part A – Works to be undertaken by Building Management Office at Tenant's cost

The following works **MUST** be carried out by the Building Management Office **at the Tenant's cost**. A complete set of relevant fitting-out information shall be submitted by the Tenant to the Building Management Office for approval and co-ordination with the respective nominated contractors.

The Building Management Office shall issue "Work Order" with the estimated cost for Tenant's confirmation prior to the execution of works. An administration fee will be levied on the actual cost of work performed by the Building Management Office's nominated contractors, under the supervision of the Building Management Office.

(a) Chilled Water Supply System

- (i) Installation of chilled water pipework complete with approved insulation, isolating valves, strainer, pressure testing, chemical cleaning and water sampling for Tenant's computer room A/C system to the boundary of the Tenant's premises **on multi-tenanted floor**.

(b) Electrical System

- (i) For whole floor Tenant, a tee-off connection points for Tenant's normal supply main inside the meter room will be provided by the Building Management Office. Main cables from the plug-in-unit leading to Tenant's premises shall be supplied by Tenant's contractors;

NOTE: Main cables should be supplied by Tenant's contractors with a 15 metres tail inside the meter room for connection by the Building Management Office's nominated contractor.

- (ii) On multi-tenanted floors, the main isolators and main in-coming cables leading to Tenant's premises will be installed by the Building Management Office's nominated contractor;
- (iii) The above practice shall also be applied to Building Management Office's essential power supply to support Tenant's computer room's air-conditioning system or computer equipment.

(c) Plumbing and Drainage Provision

- (i) Formation of any approved penetration through walls for pipes and subsequent making good with approved filling materials;
- (ii) Provision of drainage connection points at the approved locations;
- (iii) Provision of fresh water and flushing water connection points with ends capped off at the approved locations;
- (iv) Provision of vent pipe connection points at the approved locations.

NOTE: No penetration of floor slab is permitted.

(d) Trunking Systems

Additional tee-off from the Building Management Office's flooring, ceiling and inter-floor trunking system provided for power, data communication and telephone cables.

- NOTES:**
1. No cutting and chasing into the structural concrete slab is permitted.
 2. Tenant should submit detailed information with respect to the manner in which they propose to utilise the Data Communication Trunking System prior to undertaking such works. Tenant shall be required to execute the Building Management Office's standard Licence Agreement as a condition of approval.

(e) Building Fabric

- (i) Alteration, formation and/or back filling of opening on building fabric that involves structure of the Building or affects finishes at common area.
- (ii) Provision of protection to common area;
- (iii) Provision of signage to common area.

Part B - Works to be undertaken by Tenant

The following works MUST be carried out by the Building's nominated contractors **at the Tenant's cost**. A complete set of relevant fitting-out information shall be submitted by the Tenant to the Building Management Office for his approval prior to execution of works on site.

With Building Management Office's approval, Tenant shall then select Building Management Office's nominated contractors from the list attached in [Appendix C](#) to obtain relevant quotations and award the works at the Tenant's own accord.

(a) Air Conditioning System

- (i) Approved relocation and addition/reduction of the VAV boxes or any other changes to the main air supply system within the ceiling void;

NOTE: The flexible ducting connected to the A/C supply outlets has been so designed that limited flexibility is available and these alterations shall be carried out by Building Management Office's nominated contractors at the Tenant's cost.

- (ii) Installation and any approved relocation of the thermostat control unit complete with conduits and wiring;
- (iii) Approved modification of the existing ventilation system;

-
- (iv) All repairing works for VAV box and its control accessories;
 - (v) Installation and modification of BMS interfacing wiring for VAV boxes;
 - (vi) Air balancing work and Testing & commissioning;
 - (vii) Pipeworks complete with isolating valves, balancing valves, strainer, insulation, etc. for connection to the Dedicated Chilled Water Supply System.

(b) **Fire Services System**

- (i) The fire services installation shall meet all current Fire Services Regulations and all other Government regulations as and where applied;
- (ii) Full height partitions may require additional sprinklers to be installed;
- (iii) Additional sprinklers may be required due to Tenant's requirements to modify existing A/C ducting as installed;
- (iv) Additional alarm bells with/without breakglass units to suit the Tenant's interior layouts;
- (v) Installation of pre-action sprinkler system and FM200 System;
- (vi) All alterations to the fire services system will be at the Tenants' cost.

(c) **CABD System**

- (i) Installation of splitter units at approved locations for SMATV/local TV signals within Tenant's premises.
- (ii) Installation of signal booster unit inside the meter room and connection to power source within Tenant's premises.

NOTE: Tenant should co-ordinate with the Building Management Office's nominated contractor direct with respect to conducting and other associated works which may be required within Tenant's areas.

(d) **PA System**

Installation of additional speakers of the Public Address System within Tenant's premises.

(e) **Building Fabric**

Alteration, formation and/or back filling of opening on the building fabric, NOT involving structure of the Building or NOT affecting finishes at common area.

7.0 FIT OUT RULES

7.1 GENERAL RULES

- (a) This Fit Out Guidelines and Rules should be fully met.
- (b) The Rules and Regulations for Contractors should be abided by all Tenants' fit out contractors.
- (c) All rules, requirements and regulations of Government Departments and Authorities should be fully complied with.
- (d) Tenant must effect sufficient Contractor All Risk insurance, including Third Party Liabilities and Property All Risk insurance, in such an amount as may be determined by the Building Management Office and in any event in an amount of not less than HK\$20,000,000.00 (subject to change) for any one occurrence to cover the liability in respect of bodily injury and/or property damage with a reputable insurance company during Tenant's working period.

Such insurance policy should be endorsed to show, **Swire Properties Management Limited as the Building Management Office and Hareton Limited as the Landlord** as the joint insured and as the beneficial owner of the premises and the Building, and copies of such policy and premium receipt should be provided to the Building Management Office for reference before commencement of work.

- (e) All banned, combustible or inflammable materials and paints containing toxic particles are not permitted to be used for fitting-out the premises. Solvent free paints, lacquers and adhesives are recommended for use in the fit out work.
- (f) Any damages caused to the Building Management Office's fixtures/fittings, the integrated ceiling system, the raised floor system, the building services installations, structures fabrics, particularly the curtain glazed wall including the window glass panes, mullions and frames, the concrete ceiling and floor slab and passenger lift lobby, as a result of Tenant's fit out work must be reinstated and replaced by the Building Management Office's nominated contractors at Tenant's expense.
- (g) Hole drilling and anchor bolts fixing into the structural ceiling for fixing the full height partition walls is strictly prohibited within 200mm from each side of the prestressed strands shown as grooves or markings on the underside of the slab.
- (h) The false ceiling, all fabrics and fixtures and fittings and electrical/mechanical installations of the passenger lift lobby is not permitted to be altered, modified or damaged in any manner.
- (i) During the fit out period, temporary filters should be installed at the main return air duct inside the false ceiling to avoid contamination of the existing operation of the air handling units. The work shall be undertaken by Building Management Office's nominated contractor at Tenant's expense.
- (j) Fit out debris and all other wastes should not be accumulated and/or stored inside the premises or places at any common area of the Building. Such wastes must be disposed away from the demised premises by the Tenant's contractor to the designated dumping area on a daily basis or as frequently as required by the Building Management Office.
- (k) All nuisance work such as noisy and odorous works must **NOT** be performed during the normal office hours from 7:00 a.m. to 7:30 p.m. on Mondays to Fridays and 7:00 a.m. to 2:00 p.m. on Saturdays (except Public Holidays). Tenant should inform the Building Management Office 48 hours before carrying out odorous works.
- (l) Tenant should install all utilities in compliance with the rules, regulations and by-laws of all utility companies or authorities and Tenant is responsible for application to these organizations for individual meters for the utilities consumed at the premises.

- (m) Galvanized steel conduit should be used for protection of all wirings and cables. PVC conduit is not permitted.
- (n) All electronic door locks or access control system should be of power fail-safe type or connected to the UPS or with battery backed up.
- (o) Sufficient airflow openings should be provided inside the ceiling void area where approved full height partitions are erected.

7.2 INTERIOR

- (a) Glass door or partition should be of minimum 12mm thick tempered glass.
- (b)
 - (i) No partition may abut on the curtain wall window glass panes. All such fixtures should align directly with the mullions or provide a return clearance of 600mm so as to facilitate access by the Building Management Office in case that maintenance work is required.
 - (ii) Thickness of the partition wall aligning directly with the mullions shall be arranged in an order not to reduce the window glazing area so as to facilitate future maintenance works to the curtain wall system by the Landlord.
 - (iii) Any furniture placed immediately against the curtain wall system should be moveable / readily demountable in case maintenance work is required by the Landlord. Dismantling and reinstatement of such furniture and/or any other furniture renders difficulty for maintenance in future should be carried by Tenant and at Tenant's costs.
 - (iv) All partition walls should be of dry wall construction. Screw fixing framework to ceiling grid(s) or curtain wall components is not permitted.
 - (v) Partitions, fixtures and/or fittings should not be erected and/or built against and/or in the middle of the window glass panes, and/or mounted on the tenancy partition wall.
- (c) No open ceiling within 2000mm from the curtain wall system is allowed.
- (d) Tenant's installation shall not jeopardize the structural stability and integrity of existing building fabric. For the new proposed heavy load installations, A loading justification report with endorsement of Registered Structural Engineer should be submitted for the Landlord's retention.

Information including specification of the installations, placing/fixing details, loading capacity, loading justification and details of the load spreading proposal should also be included in the report.

If the above-mentioned information are not submitted, comments from Landlord's consulting structural engineer would be sought and the cost incurred should be borne by Tenant.

7.3 WET PANTRY

- (a) Coring of floor slab for the installation of plumbing and drainage pipe is prohibited.
- (b) The floor and the adjacent wall(s) up to 200mm above finished floor level and the outlet/pipe sleeves should be waterproofed.
- (c) Angle fillets of 25mm x 25mm should be provided at the junctions between wall and floor.
- (d) The waterproofing materials and method of application should be submitted for prior approval. Cementitious waterproofing material with less odour is recommended.
- (e) Masonry curb with at least 100mm height should be provided along all sides of the proposed waterproofing area.
- (f) Details and the drawings of the plumbing and drainage system should be submitted for prior approval.

-
- (g) Water detection device should be connected to the water supply system. Water supply should be automatically cut off when water leakage is detected.
 - (h) After the completion of the application of waterproofing membrane, a 48-hour water test should be arranged and jointly inspected by the Building Management Office.

7.4 DEDICATED CHILLED WATER SYSTEM

Dedicated Chilled water may be supplied to the fan coil unit (FCU)/air-handling unit (AHU) as specified by Tenant only upon receipt of application and subject to the following conditions:

- (a) The monthly essential chilled water charge shall be calculated in accordance with the tenant's required equipment cooling capacity subject to the Building Management Office's review and approval.
- (b) The FCU/AHU and the related pipework should be installed and maintained by Tenant. Details including type and capacity of the unit and method of installation etc. should be provided to the Building Management Office for review. All chemical cleaning and water treatment and pressure test must be approved by the Building Management Office.
- (c) The condensate drain pipe of the fan coil units should not be connected to the AHU room or toilets. It should be connected to the waste water collection tank in the wet pantry, if any.
- (d) Drain pans should be provided for the fan coil units to collect condensation water and to avoid leakage of water due to condensation.
- (e) The supply of dedicated chilled water is for the express purpose of server equipment only and thus it is not permitted for any purpose such as "condenser water" in packaged air-conditioning units. Chilled water which is being used for any unauthorized purpose will be isolated or suspended when detected. In the event that Tenant wish to use the dedicated chilled water for any purpose other than the direct use in air-conditioning cooling coils or heat exchangers (AHUs or FCUs), then an application with full details must be submitted for approval prior to any installation. The Building Management Office reserves the **absolute** right to approve or reject such an application or make alternative recommendations.

PART TWO - SITE MANAGEMENT

NOTE: THE BUILDING MANAGEMENT OFFICE SHALL NOT ACCEPT RESPONSIBILITY FOR LOSSES RESULTING FROM ANY ELECTRICAL FAILURE OR INTERRUPTION HOWSOEVER CAUSED.

FIRE RETARDANT MATERIALS MUST BE USED FOR ALL CONSTRUCTION WORK AS WELL AS FINISHES USED BY TENANT.

8.0 GENERAL INFORMATION

In case there is any breakdown of services during the fitting out process, please contact the Building Operations Room at Tel. No. **2778 1068** (24 hours) which will attend to your problem.

8.1 PASSENGER LIFTS

Passenger lifts are for personnel use only. No tools, machinery or materials should be delivered through the passenger lifts. For whole floor premises, passenger lift service will be suspended during fit out period. Normal lift operating hours are from 7:00 a.m. to 8:00 p.m. (Mondays to Fridays) and 7:00 a.m. to 2:00 p.m. (Saturdays) (except Public Holidays). Tenant who requires additional services outside these times must register 24 hours in advance and cost will be incurred for this arrangement. For emergency or urgent night work, please contact the Building Operations Room.

8.2 SERVICE LIFT

Normally service lift services will be available from 7:00 a.m. to 8:00 p.m. (Mondays to Fridays) and 7:00 a.m. to 2:00 p.m. (Saturdays except Public Holidays) bearing in mind that there is normally a heavy demand for the service lift, Tenant is encouraged to use the service lift beyond normal operating hours, subject to availability and 48 hours advance notice (refer to Service Lift Request Form). A booking register is kept in the Building Operations Room (Tel. no. 2778 1068). For emergency or urgent night work, please contact the Building Operations Room. Registration and service charges are essential for all service lift users at all times for security and regulatory reasons and we would appreciate your co-operation in this respect.

8.3 HEAVY EQUIPMENT

Prior arrangements must be made for the delivery of heavy equipment via Building Management Office's lifts. In certain cases if the lift contractor needs to be present, additional charges will be made. Please contact the Building Operations Room at least 48 hours in advance (Tel. No. 2778 1068) for arrangement of such deliveries.

8.4 CONTRACTOR'S TOILET

Staff Toilet on G/F will be opened during the fitting-out period on multi-tenanted floors. All contractors must keep the toilets clean and tidy at all times and not to cause any inconvenience to other Tenants.

Any damage to the Building Management Office's finishes, fittings or services and/or blockage of the soil and waste piping system must be made good at the Tenant's cost.

8.5 FIRE HOSE REEL

The use of hose reels and fire hydrants for water supply during the fitting out period is prohibited as it may cause flooding to the raised floor trunking and water can percolate to the floor beneath. Tenant who permits this will be responsible for all the consequences.

8.6 TEMPORARY POWER

A temporary electrical power supply will be provided for fitting out and reinstatement works at the expense of Tenant. Tenant should arrange for their own contractors to wire their equipment from Building

Management Office's power board and be responsible for earthing wires, overcurrent and earth fault protection.

8.7 LOADING AREA

A service level with loading bays is located at the B1/F and G/F of the Building. Transportation personnel and contractors may use this only for delivery or collection of goods, equipment and materials. Vehicles will not be permitted to unload at the main entrance door and must obey traffic signs and instructions issued by the Building Management Office's staff. Delivery/removal vehicles that arrive without prior warning or proper authorization from a Tenant may be turned away.

8.8 EXIT PERMIT

An exit permit must accompany any large volume removals from the site. This must be endorsed with Tenant's company chop so as to avoid any confrontation/confusion at Building Management Office's security post. Permits are available from Building Management Office's Building Staff.

8.9 CURTAIN WALL

The Building Management Office wish to remind Tenant that after handover of premises, Tenant is responsible for the replacement cost of any scratched, damaged curtain wall glass panel which are very expensive. Kindly instruct the contractors to pay special attention and protection of the curtain wall glass panels during fitting out to minimize the risk of damage to the glass, its coating, and to the sills and mullions. In any event, Tenant is prohibited to open any openable windows without Building Management Office's permission.

8.10 INSURANCE

The Tenant is fully responsible for the consequences of any flooding or fire which occurs as a result of works in progress during the fitting out period even if the Building Management Office's nominated contractor is the negligent party. Tenant must ensure adequate All-Risk insurance cover with a minimum insured sum of HK\$20,000,000.00 (subject to change) be effected before the commencement of any fitting out work. Also, a copy of the insurance certificate must be submitted to the Building Management Office in advance.

8.11 GRAPHIC

The Building has an internal approved graphic design concept throughout and all graphics relating to Tenant's identification within the Building must comply with the approved design. Any proposals which Tenant may have regarding their own identification must be forwarded to the Building Management Office for comment and approval prior to any further steps.

8.12 EMERGENCY KEYS

Tenant is encouraged to deposit a key of their entrance door(s) in a sealed envelope to the Building Operations Room where provision has been made to hold them in a secure location for EMERGENCY situations only. Should Tenant wish to deposit a key with the Management Office, please fill in the attached form ([Appendix E](#)) when submitting the key.

8.13 EMERGENCY TENANT'S CONTACT

In the unlikely event of an emergency occurring within the Building which could affect Tenant's premises, we shall be able to contact a responsible representative of the Tenant's. The ability to contact such person is especially critical after office hours, during weekends and on public holidays. Tenant is requested to complete the form attached ([Appendix F](#)). Up-to-date information is vital in case of emergency to avoid unnecessary damage to Tenant's premises.

9.0 CONSTRUCTION PROCEDURE AND SITE CONDUCT

9.1 BEFORE COMMENCEMENT OF WORKS

- (a) A temporary electrical supply will normally be made available to Tenant.
- (b) Fit out plans and technical information must be approved in writing prior to the commencement of work.
- (c) Details of the contractors to be engaged on the works must be submitted to the Building Management Office using the form provided ([Appendix B](#)).
- (d) Tenant must acknowledge their understanding of the terms and conditions as per [Appendix D](#), then sign and return the same to the Building Management Office prior to the commencement of works.
- (e) A full set of the approval plans must be displayed within the Tenant's premises at all times during the working period for inspection by the Building Management Office.
- (f) Tenant is reminded that it is required to insure against loss from personal injury, fire and flooding during the construction period as well as after the office is in business. Tenant is reminded that such incidents may emanate from premises outside their leased areas.
- (g) Proper and adequate protection to sanitary fittings, wall and floor finishes in common areas, curtain wall members including glazing and other vulnerable finishes, fixtures, fittings and installations of the passenger lift lobbies, common or tenancy areas must be provided at Tenant's expense.
- (h) Proper and adequate firefighting equipment (i.e. portable fire extinguishers) must be made available on site at Tenant's expense. All portable units must have a current inspection label.

9.2 DURING DECORATION WORKS

- (a) All nuisance work such as noisy or odorous works as well as transportation of debris from the Tenant's premises must **NOT** be performed during the normal office hours which are 7:00 a.m. to 7:30 p.m., Mondays to Fridays and 7:00 a.m. to 2:00 p.m., Saturdays (except Public Holidays). Tenant should inform the Building Management Office 48 hours before carrying out any odorous work.
- (b) All materials and debris are to be transported to and from the Tenant's premises should use the designated loading bay, service lifts and service passageways. Passenger lifts are NOT to be used during decoration works unless specifically provided by the Building Management Office.
- (c) During the working process, all materials and debris are to be kept inside the Tenant's premises during the works period. Use of common areas will NOT be allowed. Disposal of debris should be undertaken daily as directed by the Building Management Office. Tenant is advised to be particularly vigilant about fire hazards or anything which may cause a breach of the Fire Services Department regulations.
- (d) If any Tenant's work is to be carried out in the Building's function rooms, such as MDF rooms and switch rooms, etc., details of the work and application should be submitted to the Management Office two (2) working days in advance (refer to Request for Access Form).

9.3 UPON COMPLETION OF DECORATION WORKS

- (a) Shortly before completion of the work, Tenant should inform the Building Management Office in writing in order to arrange an inspection on or close to the date requested.
- (b) Details of the person in charge of the office premises should be submitted to the Management Office using the form provided ([Appendix B](#)).
- (c) The connection of an electricity meter by The Hong Kong Electric Co Ltd is the responsibility of the Tenant who should ensure that an application is made to that Company in good time.

10.0 RULES AND REGULATIONS FOR CONTRACTORS

10.1 SITE CO-ORDINATION

The Contractor must assign at least one competent person as full time coordinator on site mainly for the following purposes:

- (a) To liaise with staff members of the Building Management Office on daily operations and activities concerning works and deliveries, etc.
- (b) To advise the Building Management Office of all forthcoming works and activities and if possible, to clarify certain foreseeable ambiguity before the commencement of such works.
- (c) To respond to emergency calls and to attend the scene from time to time to tackle and resolve unpleasant matters which may have raised as a result of the works carried out in relation to the project.
- (d) To oversee and enforce the management Rules and Regulations and to ensure that such Rules and Regulations are complied with by the contractor's agents, employees, visitors.
- (e) To be the official representative(s) of the Contractor and is authorized to dialogue with the Building Management Office.

10.2 DELIVERIES

- (a) The removal and delivery of all equipment and materials in or out of the Building are preferably to be carried out at the times when disturbance and nuisance to the Building's operations, its occupants and the members of the public are at a minimal. At least 48 hours advance written notice to the Building Management Office, including details of persons, materials and vehicles involved, is required for all deliveries. No removal or delivery is allowed without prior approval of the Building Management Office.
- (b) Contractors must ensure that their agents, employees, and visitors do not at any time obstruct, or cause to obstruct, any area in the Building allocated to vehicle parking or those designated as loading/unloading or delivery areas. They must also comply with any directions of the staff members of the Building Management Office with regard to control and use of the aforementioned areas and the delivery routes.

10.3 RUBBISH DISPOSAL/CLEANING

- (a) No refuse or debris is allowed to accumulate on site, the place of works or the common areas.
- (b) All refuse and debris are disposed at the Contractor's own cost. All such debris must be transported to the designated area at the agreeable time in a safe and orderly manner as required by the Building Management Office.
- (c) The Contractor's agents and employees must clean up the place of work and the adjacent areas in the common or Tenant's areas immediately after the completion of every individual work.

10.4 COMMON AREAS

- (a) The Contractor's agents, employees or visitors must not place, leave any materials, equipment, refuse or debris in any common area other than the allocated place of work. Any such items found in the common areas will be disposed of, as the Building Management Office sees fit, without incurring any liability. The cost of such removal will be met by the contractor.
- (b) The Building Management Office may close any part or the whole of the Building to prevent any person, including the Contractors' agents, employees or visitors from entering or remaining therein at any time when the Building or any part of it is required to be closed during an emergency, or for

typhoon control etc. The Building Management Office may take such further action as it deems necessary for the safety and security of the Building and its occupants.

- (c) The Contractor's agents, employees or visitors are not allowed to loiter, sit, eat, drink, sleep or wander in the common areas of the Building. The Building Management Office may at his sole discretion expel or ban the re-entry of such offender without advance notice to the contractor.

10.5 NOTICE FOR NOISY AND ODOROUS WORKS

All noisy and odorous works that may cause considerable disturbance to the operations of the Building, its occupants or members of the public are not to be done without the approval of the Building Management Office. At least 48 hours' advance written notice to the Building Management Office is required.

10.6 WORK AFTER NORMAL OFFICE HOURS

Should there be work to be carried out after normal office hours, a list of names of the Contractor's agents, employees or visitors together with a point of contact shall be provided to the Building Management Office one working day in advance.

10.7 HOT WORK PERMIT

The Contractor must notify the Building Management Office by completing a "HOT WORK PERMIT" prior to carry out any of the hot works which are not limited to the following:

- Electric/gas welding and cutting;
- Heating and boiling of bitumen/tar;
- Works involving the use of naked flame e.g. blowtorches.

(The application form can be obtained from the Building Management Office during office hours)

10.8 EMERGENCY PROCEDURE

The contractor must have sets of Standing Emergency Procedures regarding fire, flooding and any other foreseeable industrial accident. The contractor must ensure that their agents and employees are conversant with such procedures. Copy of such procedures should be provided to the Building Management Office.

10.9 SAFETY PRECAUTION

The contractor must ensure that adequate safety precautions are adopted and observed in all works carried out within the work site and the common areas. Staff of the Building Management Office may stop and suspend any works which are found with inadequate safety precaution or in a manner that is hazardous to the members of the public.

10.10 TYPHOON PRECAUTION

The Contractor must take all precautions advised by the Hong Kong Observatory when signal No. 3 or higher is hoisted. The Contractor will be held liable to the Building Management, its occupants, Tenants and members of the public as a result of their negligence or lack of precaution adopted during typhoon period.

10.11 UTILITY FACILITIES

The contractor must ensure that their agents, employees or visitors go to the designated lavatory and that such facilities are used only for the purpose for which they are designed and in a proper manner.

10.12 OVERNIGHT OPERATIONS

The contractor must submit to the Building Management Office at least 48 hours in advance for all overnight activities, including full details of person-in-charge, number of people and their particulars and the nature of work etc. Staff members of the Building Management Office may stop or suspend any work if any of such works does create nuisance to the members of the public or affect the interests of the Building and its occupants. This rule is also applicable for all works done during after office hours.

10.13 NOTICE PERIOD

The notice period mentioned above shall exclude Saturdays, Sundays and public holidays. To avoid misunderstanding, the notice for any work scheduled to be carried out on Monday that require 48 hours' advance notice to the Building Management Office must reach the office by 5:00 p.m. of the previous Wednesday.

APPENDIX A

Please complete and return to the Building Management Office

TECHNICAL INFORMATION FROM TENANT (OFFICE)

The information requested below is IMPORTANT. Failure to provide sufficient details will result in delay to Tenant's fit out works and WILL ALSO RESULT IN EXTRA COSTS TO TENANT.

1. EXTRA AIR-CONDITIONING REQUIREMENT

- (a) Essential Chilled Water supply to Tenant's computer room _____ Cooling TR
- (b) Essential Chilled Water Pipe Size Required _____ mm²

2. POWER REQUIREMENT

- (a) Maximum Electrical Consumption _____ kVA
- (b) Main Isolators Rating _____ Amp.TPN
- (c) In-Coming Cable Size _____ mm²
- (d) Main Switch Board Rating _____ Amp.TPN
- (e) Essential Power Supply for Tenant's computer room A/C unit(s) and Tenant's computer _____ kVA

3. CABD/SMATV PROVISION

- (a) Type and Number of Equipment: _____
- (b) Signal Strength required: nominal/____dB (as specified)
- (c) No. of Connection Point from Building Management Office's System: __ no(s)
- (d) Location of Connection Point(s) - to be specified on plan.

4. PLUMBING & DRAINAGE PROVISIONS

- (a) Type and Number of Installation: -
- Pantry Sink _____ no(s)
 - Others: to be specified _____
- (b) Plumbing In-coming Pipe Size: 20/25/32 _____ mm dia.
- (c) Drainage Pipe Size: 32/40/50/75/100/150 _____ mm dia.
- (d) Requirement for Independent Water Meter _____ yes/no.

5. DATA COMMUNICATION SYSTEM

Details of Network Configuration: _____

6. ADDITIONAL/SPECIAL REQUIREMENTS

Request for additional/optional provisions must be submitted at the earliest possible stage to allow time for assessment. Abortive works as a result of the provision will also be charged to Tenant's account. Appropriate details of Tenant's equipment/installation must be submitted to support the need for such request. Consultants' fee may be recoverable from Tenant for time/effort involved in the feasibility assessment and subsequent implementation of such request. AVAILABILITY SUBJECT TO SITE CONDITION.

APPENDIX B

Please complete and return to the Building Management Office

TENANT'S DESIGNERS/CONTRACTORS DETAILS - CONTACTS DURING THE FIT OUT PERIOD

1. **Premises**

Building: South Island Place

Level/Suite: _____

Trading in the Name of (English) _____

(Chinese) _____

2. **Tenant**

Name: _____ Tel No: _____

Contact Address: _____

Person in charge of Fit Out: _____

Contact Telephone No: _____

3. **Architect/Interior Designers**

Name of Firm: _____

Address: _____

Person in charge: _____

Telephone No: (During Office Hour) _____

(Outside Office Hour) _____

4. **M/E Consultants**

Name of Firm: _____

Address: _____

Person in charge: _____

Telephone No: (During Office Hour) _____

(Outside Office Hour) _____

5. **General Contractor/Decorator**

Name of Firm: _____

Address: _____

Person in charge: _____

Telephone No: (During Office Hour) _____

(Outside Office Hour) _____

6. **Works Programme**

Commencement: _____

Completion: _____

7. Contact names and numbers of all contractors must be provided before any works shall commence.

APPENDIX C

LIST OF NOMINATED CONTRACTORS

Mechanical Ventilation and Air-conditioning (MVAC) System

<u>Contractor</u>	<u>Contact Person</u>	<u>Contact No.</u>
Alliance Contracting Co., Ltd. Flat B, 6/F, Sui Ying Industrial Building, No. 1 Yuk Yat Street, To Kwa Wan, Kowloon	Ms. Connie Wai / Mr. K. P. Ng / Mr. Stanley Leung	Tel No. : 2891 9083 Mobile : 6698 0930 (Mr. K.P. Ng) Fax. No. : 2838 2120
AnTai (E&M) Contracting Company Ltd. Room 24, 10/F, Block B, Proficient Industrial Centre, 6 Wang Kwun Road, Kowloon Bay, Kowloon	Mr. Winson Chan	Tel No. : 3575 9308 Mobile. : 9132 2313 Fax. No. : 3468 2097
Johnson Controls Hong Kong Ltd. 12/F, OCTA Tower, 8 Lam Chak Street, Kowloon Bay, Hong Kong	Mr. Terry Lam	Tel No. : 2911 7162 Mobile : 6277 8025 Fax No. : 3641 8162
TJ Engineering Services Ltd. 5/F, Tower A, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon	Mr. Frankie Wan / Mr. Taylor Wong	Tel No. : 2807 4730 / 2807 4790 Mobile : 9307 7297 Fax. No. : 2806 1374
Yip Tong Kee. Co., Ltd Shop A, G/F, Tung Chong Factory Building, 653 King's Road, North Point, Hong Kong	Mr. Y.W. Li / Mr. Thomas Ng	Tel No. : 2529 0090 Mobile : 9274 9680 / 9748 8927 Fax. No. : 2866 7798

Fire Services System Alterations (Wet System)

<u>Contractor</u>	<u>Contact Person</u>	<u>Contact No.</u>
Alliance Contracting Co. Ltd. Flat B, 6/F, Sui Ying Industrial Building, No. 1 Yuk Yat Street, To Kwa Wan, Kowloon	Mr. Andy Lee	Tel No. : 2891 9083 Mobile : 8104 7918 Fax No. : 2838 2120

AnTai (E&M) Contracting Company Ltd. Room 24, 10/F, Block B, Proficient Industrial Centre, 6 Wang Kwun Road, Kowloon Bay, Kowloon	Mr. Winson Chan	Tel No. : 3575 9308 Mobile : 9132 2313 Fax No. : 3468 2097
Johnson Controls Hong Kong Ltd. 12/F., Octa Tower, 8 Lam Chak Street, Kowloon Bay, Kowloon	Mr. Terry Lam	Tel No. : 2911 7162 Mobile : 6277 8025 Fax No. : 3641 8162
Mansion Fire Services Co. Ltd. Unit 806, 8/F New Kowloon Plaza, 38 Tai Kok Tsui Road, Tai Kok Tsui, Kowloon	Mr. Kuang Cheng Ching / Mr. Lee Man Hon	Tel No. : 2907 3939 Mobile : 9367 8118 / 6128 2008 Fax No. : 2907 9911
Majestic Engineering Co. Ltd.	Mr. Gary Luk / Mr. William P.W. Lee	Tel No. : 2235 1881 Mobile : 6287 6039 / 6283 0978 Fax No. : 2391 9787

Fire Services System Alterations (AFA System)

<u>Contractor</u>	<u>Contact Person</u>	<u>Contact No.</u>
Majestic Engineering Co. Ltd.	Mr. Gary Luk / Mr. William P.W. Lee	Tel No. : 2235 1881 Mobile : 6287 6039 / 6283 0978 Fax No. : 2391 9787

SMATV/CABD Extension and Public Address (P.A.) System

<u>Contractor</u>	<u>Contact Person</u>	<u>Contact No.</u>
Nixon Technology Co. Ltd.	Mr. Alex C.K. To	Tel No. : 2832 2838 Mobile : 9252 0875 Fax No. : 2831 9973

Building Management(BMS) System

<u>Contractor</u>	<u>Contact Person</u>	<u>Contact No.</u>
ATAL Building Services Engineering Ltd.	Mr. Michael Soong	Tel No. : 2565 3317 Mobile : 9625 9208 Fax No. : 2562 6401

APPENDIX D

Please complete and return to the Building Management Office

GENERAL TERMS AND CONDITIONS

- (a) WARNING: CUTTING OR CHASING INTO THE STRUCTURAL FLOOR OR COLUMNS IS STRICTLY PROHIBITED. NO DRILLING OR BREAKING OF THE CEILING IS PERMITTED ALONG THE LINES MARKED ON THE CONCRETE SUFFIT SHOWING THE LOCATION OF THE POST-TENSIONED CABLES, IF ANY, IS PERMITTED. ANY DAMAGES THUS CAUSED WILL BE REPAIRED BY THE BUILDING MANAGEMENT OFFICE **AT THE TENANT'S COST**.
- (b) Any damage to the Building's finishes or fittings or common areas which may occur during the decoration works, whether by accident or otherwise will be repaired by the Building Management Office's contractor at the Tenant's expense.
- (c) The Tenant shall indemnify the Building Management Office against any claim for damages arising from the execution and subsequent use of the works carried out on behalf of the Tenant.
- (d) All necessary permits from relevant Government Departments are to be obtained, and all regulations specified by them in particular the Fire Services Department must be complying with by the Tenant.
- (e) Approval of Tenant's proposals does not imply the Building Management Office's endorsement of the specifications or the performance in use of the plant or materials used. In particular, the resultant conditions are the responsibility of the Tenant.
- (f) The Building Management Office reserves the right to require the Tenant to make any alteration if thought fit even after the completion of the proposed works. Any such requirements must be complied with within one month from the date on which the Tenant is notified in writing.
- (g) Before Hand Over of the premises by the Building Management Office, the Tenant will be required to sign below to confirm that he has taken notice of and agrees to comply with the terms and conditions contained in the Fit Out Guide and Rules.
- (h) IMPLEMENTATION OF TENANT'S PROPOSALS IN WHOLE OR IN PART IS DEEMED TO BE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THE FIT OUT GUIDE AND RULES.

Tenant _____ Signature _____

(Name in Block Letters)

(For and On Behalf of Tenant)

Date _____

Company Chop

THE INFORMATION IN THIS FIT OUT GUIDE & RULES WAS COMPILED IN NOVEMBER 2018 AND WHILST IT IS BELIEVED TO BE CORRECT, THE BUILDING MANAGEMENT OFFICE RESERVES THE RIGHT TO EFFECT CHANGES. NO GUARANTEE OR WARRANTY CAN BE GIVEN THAT CHANGES WILL NOT BE MADE TO THE ORIGINAL BUILDING.

=====

APPENDIX E

Please complete and return to the Building Management Office

EMERGENCY KEY OF TENANT'S PREMISES

Conditions which apply in accepting a Tenant's emergency key and the procedures for its use:-

1. The emergency key must be properly sealed in an envelope by the Tenant with date and signature. (Envelope will be provided by Swire Properties Management Limited).
2. The emergency key will only be used in the event of emergency, such as fire, flooding, typhoon, etc.
3. Prior to using the emergency key, the Tenant or another responsible person whose has registered in the emergency contact list will be advised at once.
4. If neither of the above-named is available, the decision to use the emergency key will be at the discretion of the senior staff member of the Building Management Office responsible for the Building.
5. The Tenant will be informed as soon as possible that the emergency key has been used under direct instructions from the Building Management Office.
6. The key will then be re-sealed in an envelope in the same manner as described in item 1 above.

Building: _____ Premises: _____

We, _____ being fully aware of the conditions and procedures for

(Name of Tenant in block letters)

using of the emergency key as stated above, hereby hand in the emergency key of our office entrance door.

Signature: _____

Name: _____

(in block letters)

Date: _____

RECEIPT OF EMERGENCY KEY by SWIRE PROPERTIES MANAGEMENT LTD.

Number of key(s) to Tenant's office entrance door : _____

Signature: _____

Name of Staff: _____

Date: _____

APPENDIX F

Please complete and return to the Building Management Office

TENANT'S EMERGENCY CONTACT

Tenant: _____

Contact Person: _____

Floor/Suite: _____ Building: South Island Place Tel. No: _____

Persons to be contacted in case of emergency: [during fit out period/after Tenant moves in*]

(a) During Office Hours

1) Mr/Ms* _____ Contact No. _____ Email _____

2) Mr/Ms* _____ Contact No. _____ Email _____

3) Mr/Ms* _____ Contact No. _____ Email _____

4) Mr/Ms* _____ Contact No. _____ Email _____

(b) After Office Hours

1) Mr/Ms* _____ Contact No. _____ Email _____

2) Mr/Ms* _____ Contact No. _____ Email _____

3) Mr/Ms* _____ Contact No. _____ Email _____

4) Mr/Ms* _____ Contact No. _____ Email _____

* Please delete as appropriate

For office use only:

Authorised Signature and Company Chop

Name in Block Letters

Date: _____

Checked by MO :

Date: _____

APPENDIX G

Environmental Initiatives (HK-BEAM)

Tenant is encouraged to comply with and practise as much as applicable the guidelines and criteria for a range of environmental issues as laid down in the Hong Kong Building Environmental Assessment Method (HK-BEAM) for all their fitting-out, renovation and reinstatement works.

All relevant works relating to design, installation, operation, maintenance and management for Tenant's premises shall be complied with including but not limited to the following highlights:-

1. Environmental Purchasing Policy

1.1 Use of timber

When timber is to be used for fitting-out works, a conscious effort on purchasing should be made to consider that all softwoods, hardwoods and plywood shall be originated from sustainably managed sources.

Solid timbers and plywood from tropical origins should be avoided unless the following details can be provided by the supplier:-

- a) The species and country of origin;
- b) The name of the concession or plantation within the country of origin of supplying the timber;
- c) A copy of forestry policy being pursued for the plantation or concession;
- d) Shipping documents confirming that the timber supplier has indeed obtained their timber from that concession.

Where particleboard, fibreboard or similar types of composite wood products are specified, they shall comply with EN312-1 or similar specification as far as formaldehyde emission is concerned.

Preserved and/or pretreated timber should be complied with the internationally recognised standards, e.g. BS EN ISO 9002, which stated the method of treatment/preservation procedures, types of preservatives and their applications. Such preservation and/or treatment process for timber should not be conducted on site.

1.2 Hazardous Materials and Ozone depletion substances whenever operating and managing the services and premises, a conscious effort on purchasing should be made to exclude the use of the following materials.

- a) Insulation materials (for ducting/piping) manufactured using or containing CFCs and HCFCs;
- b) Aerosol sprays containing CFCs and HCFCs;
- c) Paint containing volatile organic compounds;

(If solvent-based paint is to be used, the VOC contain should conform to British Standards relating to solvent. However, water-based/ latex paint should be used where possible.)
- d) Lead-based primers and;
- e) Asbestos of any grade or form.

2. Electrical Energy Consumption (Lighting)

- 2.1 Tenant shall aim to design and install the office lighting power density of not more than 13W/m² (including tube and ballast losses etc.)
- 2.2 It is recommended to implement energy conservation concepts on office lighting control as mentioned below:
 - a) Timer switching according to the time-tables of working hours;
 - b) Switches linked to occupancy sensors which switch lights off in the absence of occupants;
 - c) Photo-electric switching for perimeter lighting to maximize the use of daylight.

3. Interior Lighting

3.1 Lamps and Ballasts

It is recommended that fluorescent and other lamp with modulating (fluctuating) output shall be fitted with high-frequency ballasts, and lamps shall have a CIE general colour rendering index 80 or above.

3.2 Lighting Design

Tenant is advised to demonstrate by calculations based on the Chartered Institute of Building Services Engineer (CIBSE) for the design of lighting load, horizontal illuminance on working place, illuminance variation and glare.



**ANNEX D1 – South Island
Place – Tenant Manual**



SOUTH
ISLAND PLACE

TENANT MANUAL



SWIRE PROPERTIES

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- I. Application Form - Security Access Cards For Passenger Lift & Lavatories
- II. Application Form - Service Lift Booking
- III. Form for Tenant's Contacts

1. LANDLORD'S ESSENTIAL CONTACTS

1.1 Management Office

If your query concerns any leasing, accounting, tenancy or special building management issue, please contact the Management Office at 2844 4988.

1.2 Building Operations Room

Our Building Operations Room staff can arrange assistance for most day-to-day issues and matters relating to the operation and maintenance of your premises including air-conditioning, electrical, plumbing and drainage systems, security and cleaning. Our Building Operations Room is open 24 hours a day, every day of the year and can be contacted at 2778 1068.

1.3 The Tenant Portal

All Tenants have access to Swire Properties' Tenant Portal, a bespoke online platform through which you are able to access useful documents and manuals, as well as place orders for additional air conditioning.

Tenants are required to create an account by following the instructions on the Tenant Portal homepage, which can be accessed at tenantportal.swireproperties.com from either mobile or desktop. Once you have set up your account, additional users may be added from within the Tenant Portal by using the "Add/Remove User" function. Please note that the Tenant is fully liable for any additional users they choose to add onto the Tenant Portal.

For additional information on the Tenant Portal, please contact the Management Office at 2844 4988.

2. OPENING / OPERATING HOURS

Opening Hours of South Island Place	24 hours
Opening Hours of Car Park	24 hours
Normal Opening Hours of Loading / Unloading Bays	24 hours
Normal Operating Hours of Service Lifts	<p>7:00 a.m. – 8:00 p.m. on Mondays to Fridays 7:00 a.m. – 2:00 p.m. on Saturdays (excluding Public Holidays)</p> <p><i>Please refer to Section 3.2 for more information regarding the use of service lifts outside the Normal Operating Hours.</i></p>
Normal Supply Hours of Air-conditioning Service	<p>8:00 a.m. – 7:00 p.m. on Mondays to Fridays 8:00 a.m. – 2:00 p.m. on Saturdays (excluding Public Holidays)</p> <p><i>Please refer to Section 5.1 for more information regarding the additional air-conditioning service outside the Normal Supply Hours.</i></p>
Normal Office Hours of the Management Office	<p>8:30 a.m. – 5:00 p.m. on Mondays to Fridays (excluding Public Holidays)</p> <p><i>Should you need assistance outside the Normal Office Hours, please contact our Building Operations Room at 2778 1068 (24 hours).</i></p>

3. ACCESS

3.1 Office Access

- i) You can access South Island Place 24 hours a day, every day of the year, although the Landlord does reserve the right to close part of or the entire building if deemed necessary (during an emergency).
- ii) Access to office floors via the passenger lifts is available from 7:00am to 8:00pm on Mondays to Fridays and from 7:00am to 2:00pm on Saturdays, except Public Holidays ("Normal Office Hours").
- iii) A fully computerised access control system (MIFARE Smart Card System) is provided for the Building. This system will provide access control to the following:
 - Passenger lifts outside Normal Office Hours; and
 - All male, female and disabled lavatories
- iv) For the sake of safety and security, only one passenger lift is operated for each lift zone of the building outside Normal Office Hours. Tenants must activate the passenger lift using their security access cards during the said period. Security access cards are available from the Management Office upon completion of the relevant form (copy attached in Appendix I). A refundable security deposit of HK\$50 (subject to review) is charged for each card.
- v) After Normal Office Hours, any tenant without a security access card and all visitors are required to register at the main lift lobby concierge situated at the G/F and to present valid identification.

3.2 Deliveries

- i) You may use only the service lift, not the passenger lifts, for goods deliveries. Only rubber wheeled trolleys or pallets are permitted so as not to damage the floor finishes.
- ii) The service lift is operational from 7:00am to 8:00pm Mondays to Fridays, and from 7:00am to 2:00pm on Saturdays, except Public Holidays.
- iii) Use of the service lift outside these hours is available at a charge of HK\$120 per hour, and you are required to complete the relevant form (copy attached in Appendix II) and hand it in to the concierge at

the main lift lobby at least 48 hours in advance to make a booking.

- iv) All goods are to be delivered via the loading bays at the B1/F and G/F. All delivery drivers and workers are to obey traffic signs, house rules, carpark rules or instructions issued by the Management Office staff.
- v) All vehicles will have a grace period for loading or unloading at the loading bay at the B1/F but a charge will be payable if they stay beyond that grace period.
- vi) Please ensure that your employees, contractors, agents or visitors do not at any time obstruct any areas of the building allocated for vehicle parking or those designated for loading areas or delivery bays or plant rooms. It is important that they comply with any directions given by the Management Office staff with regard to the control and use of such areas as it can affect the proper operation and safety of the building.
- vii) Details of the service lift are provided as follows for your reference.

No. of service lift:	1
Floors served:	B3/F – R/F
Capacity and dimensions:	- Capacity: 1,600 kg - Landing Entrance: 1.08 m x 2.4 m (WxH) (*) - Car Size: 2.06 m x 1.74 m x 3 m (WxDxH) (*)

**Subject to site verification.*

3.3 Carpark

- i) If you require an additional carpark space, please write to the Management Office, specifying the number of spaces, the date you need the space(s), the car licence number(s), enclosing therewith the completed carpark application form, photocopy of the vehicle registration document(s) and insurance policy(s). The Management Office will then, subject to availability, issue the carparking permits to you.
- ii) All carpark users are asked to observe the regulations provided therein.
- iii) If you wish to terminate your monthly parking permits, you must give written notice to the Management Office before the 23rd day of any month so that termination will take effect from the

beginning of the following month. We may, on some occasions, need to have the carpark space returned by serving you one month's notice.

- iv) All parking permits are automatically terminated at the expiry of an office tenancy.

3.4 Rooftop Garden

- i) Opening hours of rooftop garden is from 8:00am to 6:00pm on Mondays to Fridays and from 8:00am to 2:00pm on Saturdays, except Public Holidays.
- ii) Our rooftop garden is open and accessible to all office tenants of South Island Place and their invited guests. Guests under age 12 must be accompanied by an adult to enter the rooftop garden.
- iii) Access to the rooftop garden is via the service lift. The Landlord reserves the right to close part of or the entire rooftop garden if deemed necessary (for example during bad weather).
- iv) All users of the rooftop garden do so at their own risk. For your safety and security, the rooftop garden is monitored at all times by CCTV cameras and users of the garden may be asked to produce their Hong Kong Identity Cards upon request by staff members of Swire Properties Management Limited.
- v) Smoking is prohibited within the rooftop garden at all times. Anybody caught smoking within the rooftop garden will be asked to leave immediately.
- vi) Users of the rooftop garden have the responsibility to upkeep the garden in a clean and tidy condition. They should not place or leave items or litter in the garden at any time. All rubbish should be taken away by users or placed in the appropriate rubbish bins provided.
- vii) All fire exit doors and stairways leading to the rooftop garden shall be kept clear at all times.
- viii) Please show consideration to all guests by observing appropriate noise levels. Users may be asked to leave if their behaviour is unruly or causes annoyance to others.
- ix) The Management Office shall not be liable for any loss of or damage to any article or property brought into the rooftop garden. Do not leave any valuables unattended.

- x) Anyone that breaks, damages, defaces or abuses the property of the rooftop garden shall pay the cost of making good the damage. The Management Office shall assess the amount of such cost and the decision shall be final.

- xi) Should you wish to use the garden for corporate events, please contact the Management Office for further information. Swire Properties Management Limited reserves its right to approve or reject such queries at its absolute discretion.

4. BUILDING MAINTENANCE

4.1 Cleaning and Refuse Disposal

- i) Cleaning of the common areas of South Island Place is handled by the Landlord's nominated cleaning contractor. We strive to maintain the highest standards of cleanliness and we always welcome your comments and suggestions.
- ii) Whereas it is your responsibility to clean your own premises, including, if any, your exclusive toilets, passenger and service lift lobbies, you are required to employ the building's nominated contractor for this, or alternatively, have your own in-house cleaning team to perform the function.
- iii) Our nominated contractor or your in-house cleaning staff are required to remove your refuse in containers specified by the Management Office to the designated refuse collection points at designated areas. If you have any problems in this regard, please contact the Management Office.
- iv) Please ensure that no refuse should accumulate either inside or outside your premises as it can be a serious fire hazard. Any refuse left in the lift lobbies, common corridors or fire escape staircases will be removed by the Management Office at your expense.
- v) You are expected to arrange for the disposal of bulk refuse, including that from any renovation or reinstatement works. Refuse, pending disposal, is not allowed to accumulate in the loading bay areas or anywhere outside your premises.
- vi) The Building's nominated cleaning contractor is currently Waihong Environmental Services Limited. The key contact points are as follow (subject to periodic review):

For Quotation Issues

Ms. Catherine Law

catherine.ch.law@waihong.com.hk

T: 3173 3851

For Operation Issues

Ms. Nicole Yeung

nicole.kl.yeung@waihong.com.hk

T: 9848 1161

4.2 Maintenance

If you are planning more major maintenance work, you will need to engage a contractor to do this. Any alterations to the base building services (e.g. fire services, HVAC, electrical work within Landlord's switch room, etc.) should only be carried out by the Landlord's nominated contractors. Upon our approval of your fitting-out or modification plans, we will issue to you the relevant Agreement For Work.

4.3 Alterations

If you intend to make alterations to your premises, it will be necessary to submit plans to the Management Office for approval beforehand. Any such alterations should comply with the Fit Out Guide issued by the Landlord from time to time. If you require a copy of the Fit Out Guide, or any other assistance in this regard, please contact the Management Office.

5. AIR-CONDITIONING AND CHILLED WATER SUPPLY

5.1 Air-conditioning Supply

- i) Air-conditioning is provided for your premises from 8:00am to 7:00pm, Mondays to Fridays and from 8:00am to 2:00pm on Saturdays, excluding Public Holidays.
- ii) The air-conditioning service is available outside of these hours at an additional charge. Simply log-in via mobile or desktop to the Swire Properties Tenant Portal at tenantportal.swireproperties.com to submit an application. Information on how to set up a new Tenant Portal account can be found on the homepage.

5.2 Chilled Water Supply

If you require chilled water supply for 24-hour air-conditioning for your computers or other essential equipment, you are asked to make an application to the Management Office for approval. Please also contact the Management Office for further details on the charges involved.

6. EMERGENCY PROCEDURES AND PRECAUTIONS

6.1 Typhoons

- i) Should a Typhoon Signal be hoisted, notices will be displayed in the main office lobby advising tenants and visitors.
- ii) Please check if openable windows have been securely closed. If you require any assistance or experience any damage, please notify the Management Office or the Building Operations Room (24 hours) immediately.

NOTE: Tenants are reminded that the openable windows are intended for emergency ventilation purposes only and must be kept closed at all times.

- iii) No fitting out works shall be allowed during typhoon No. 8 or above.

6.2 Fire Precautions

- i) Although the building is protected by automatic fire fighting and detection systems, the risk of fire is always present and you are encouraged to take an active role in fire prevention.

Please appoint a Fire Safety Officer to liaise with our Building Manager on all matters affecting the safety of your premises.

- ii) Evacuation procedures are established for South Island Place and tenants are encouraged to participate in the fire drills organised by the Landlord on a regular basis. This will help your staff to become familiar with the routing or means of escape from your premises and will usually be supplemented by a talk or demonstration on the use of fire fighting equipment.
- iii) Please ensure that all fire exit doors, lobbies, corridors, staircases and the Temporary Refuge Spaces are kept clear at all times - these are your means of escape in the event of a fire. Please do not wedge open fire exit doors - these provide protection from fire and smoke. Access to hose reels, hydrants and alarm units should never be blocked.

- iv) Do not overload your electrical circuits - a tiny spark may cause a fire. If you require additional power for new electrical appliances, please consult the Management Office.
- v) Electrical installations must be inspected every 5 years by a registered electrical contractor. According to statutory requirements, a copy of the certificate (i.e. Form WR2) should be submitted to the Management Office for record purposes.
- vi) You are reminded to keep all areas tidy so as to reduce the fire risk.
- vii) We appreciate tenants' cooperation in helping us maintain a pleasant and smoke-free indoor business environment. Please remind all your staff to abide by the Smoking (Public Health) Ordinance that prohibits smoking in all enclosed areas of office buildings including office premises and common areas such as lift lobbies, corridors, toilets, rear staircases, etc. This extends to all indoor areas within South Island Place.

6.3 Procedures in Case of Fire

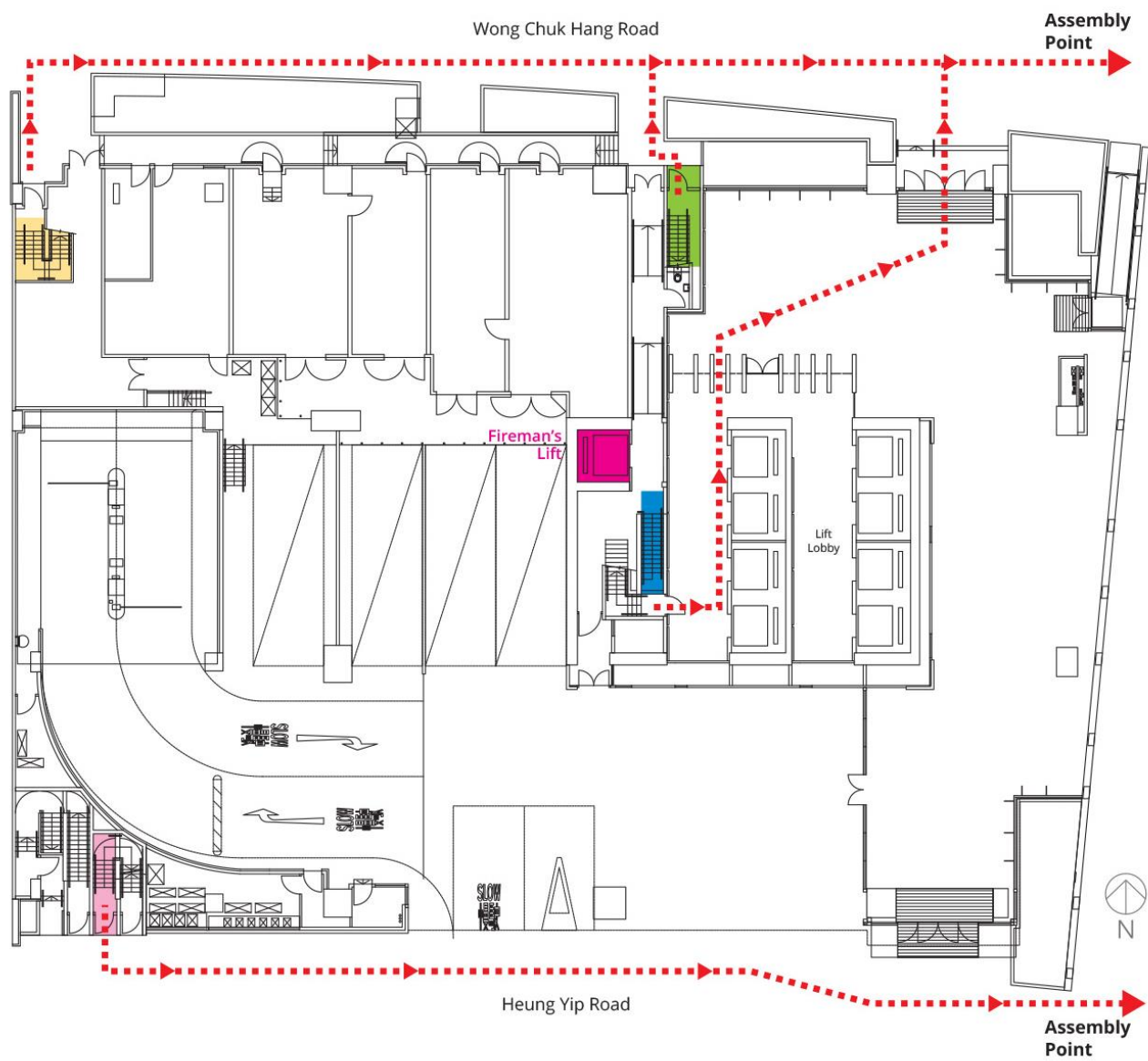
- i) If you see or discover a fire, remain calm.
- ii) Activate the fire alarm on your floor by breaking the glass of the break glass unit.
- iii) Call the Fire Services Department by dialing 999 and alert the Building Operations Room.
- iv) Leave your office via the nearest staircase and head for your Assembly Point.
- v) Do not under any circumstances use a lift.
- vi) Your Fire Safety Officer should check that all staff and visitors have evacuated safely.

6.4 Tenant's Emergency Contacts

It may be necessary for us to contact you in the event of an after-hours emergency. Therefore, please regularly update your emergency contact numbers by completing and returning the relevant form (copy attached in Appendix III) to the Management Office as and when necessary.

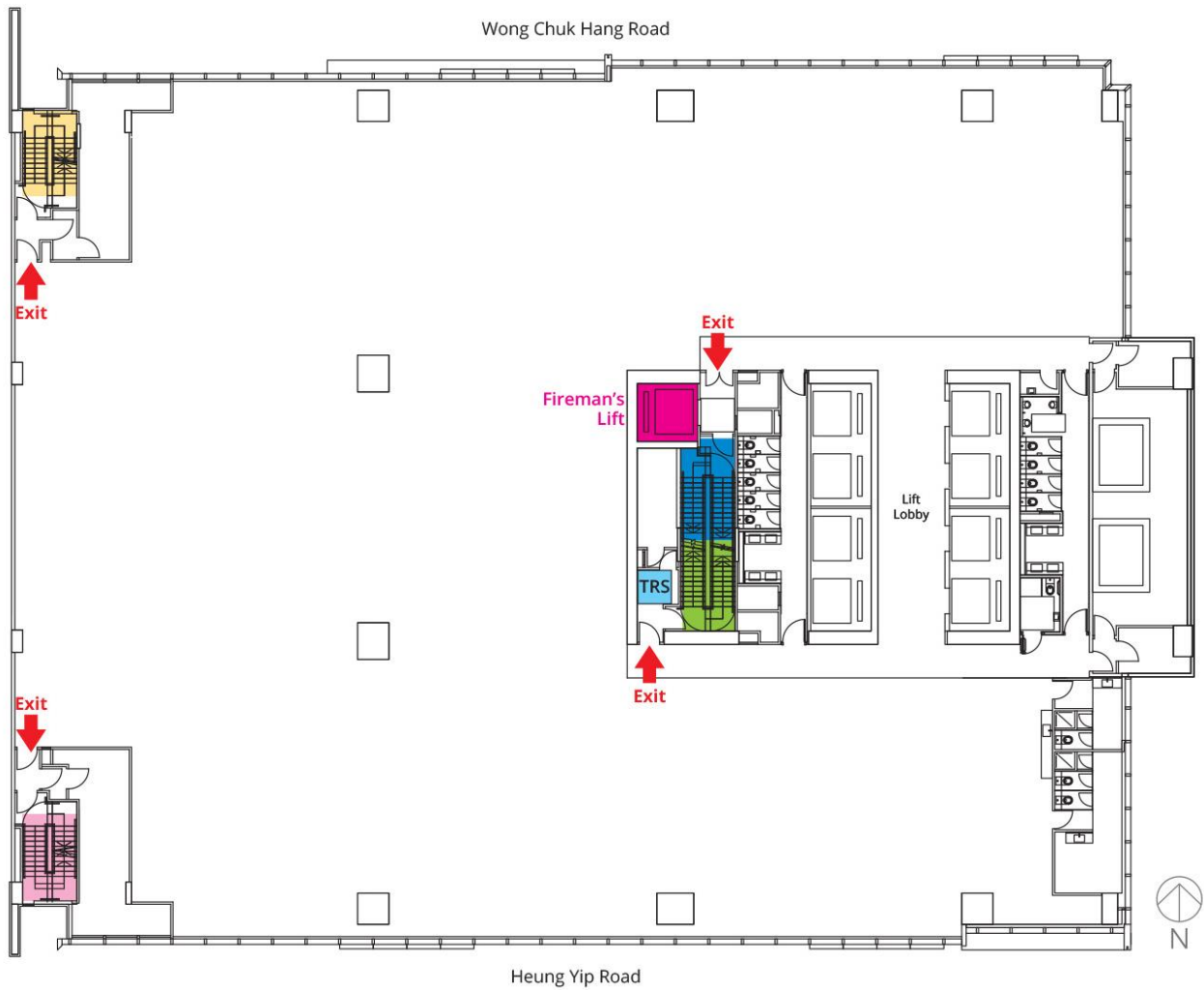
6.5 Fire Evacuation Plan – G/F

FOR REFERENCE ONLY



6.5 Fire Evacuation Plan – 1/F & 2/F

FOR REFERENCE ONLY

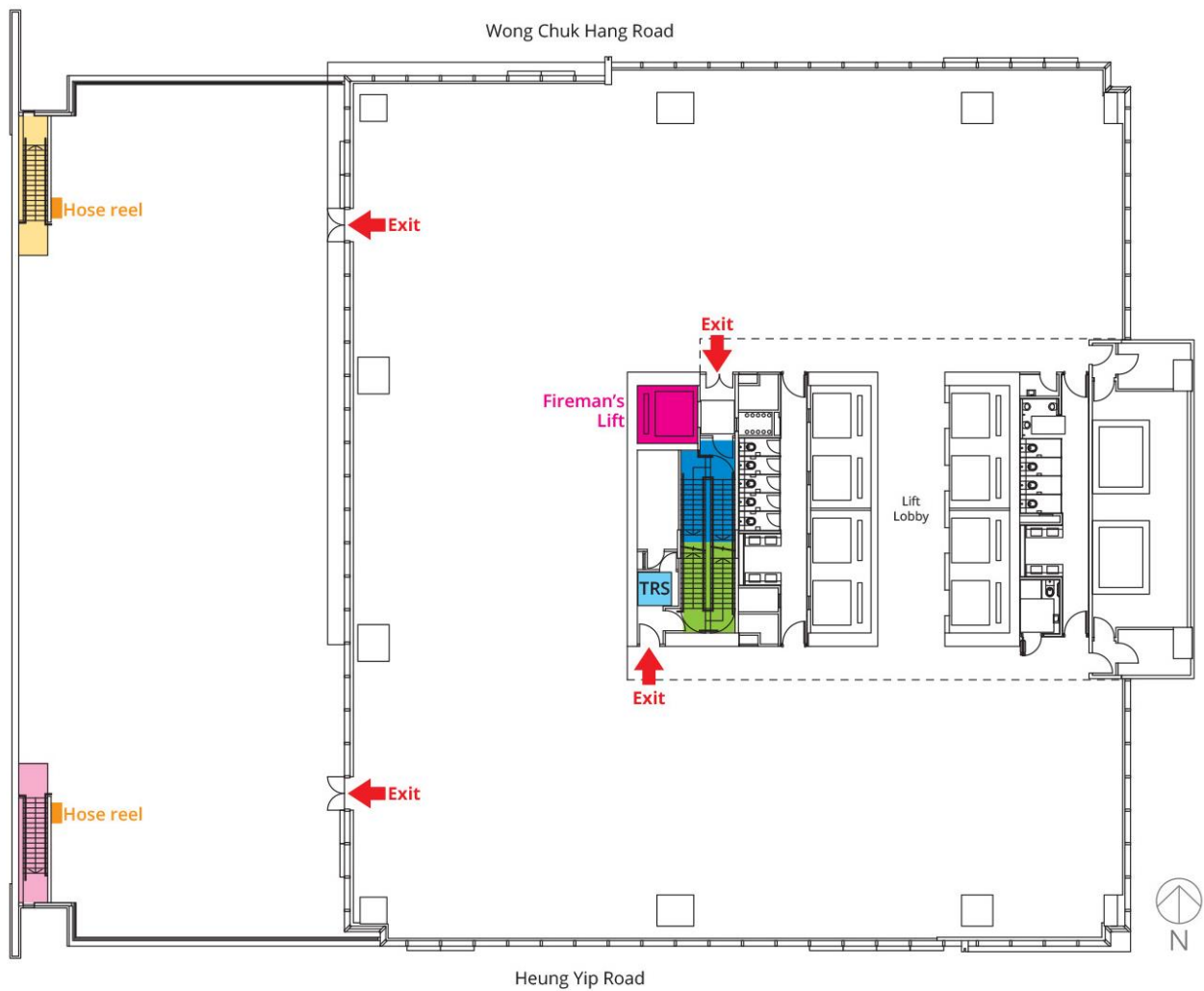


REMARKS:

Occupants with mobility difficulty should evacuate to the Temporary Refuge Space (TRS) and inform the Building Operations Room at 2778 1068 or via the intercom for help.

6.5 Fire Evacuation Plan – 3/F

FOR REFERENCE ONLY

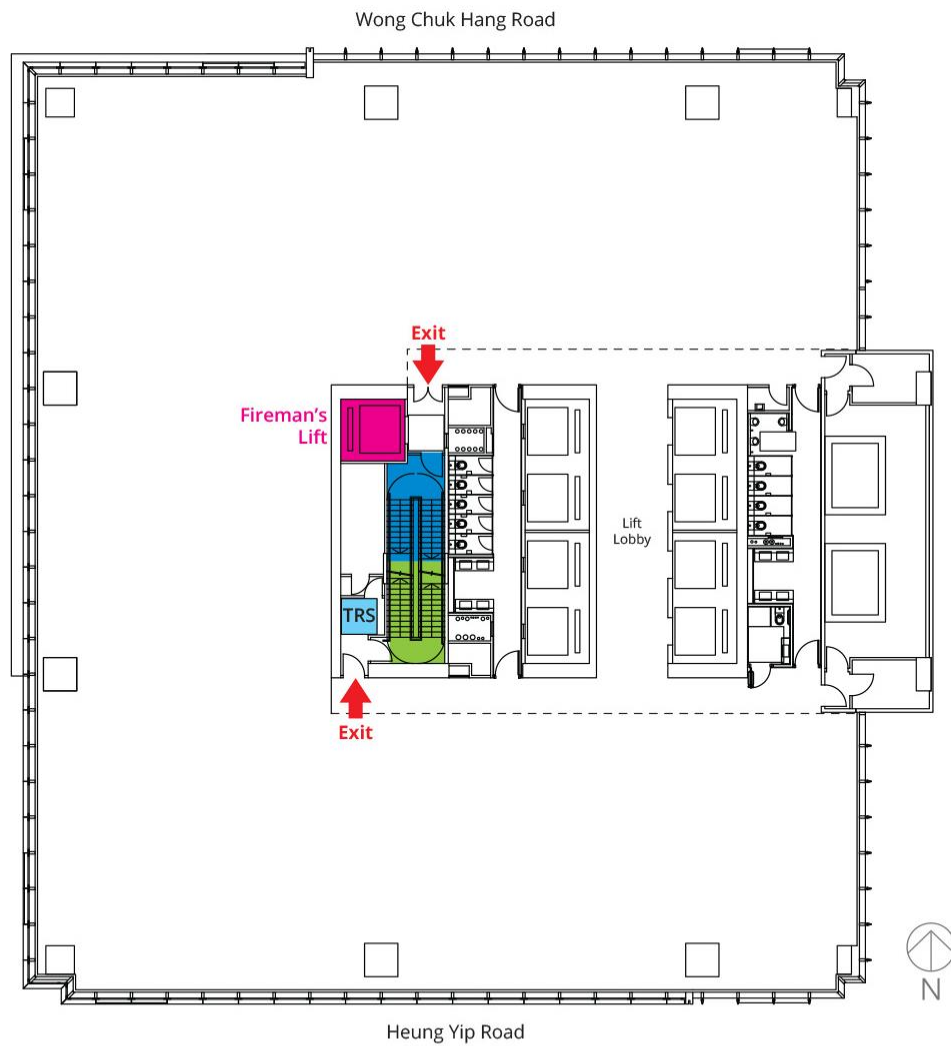


REMARKS:

Occupants with mobility difficulty should evacuate to the Temporary Refuge Space (TRS) and inform the Building Operations Room at 2778 1068 or via the intercom for help.

6.5 Fire Evacuation Plan – 5/F to 15/F

FOR REFERENCE ONLY

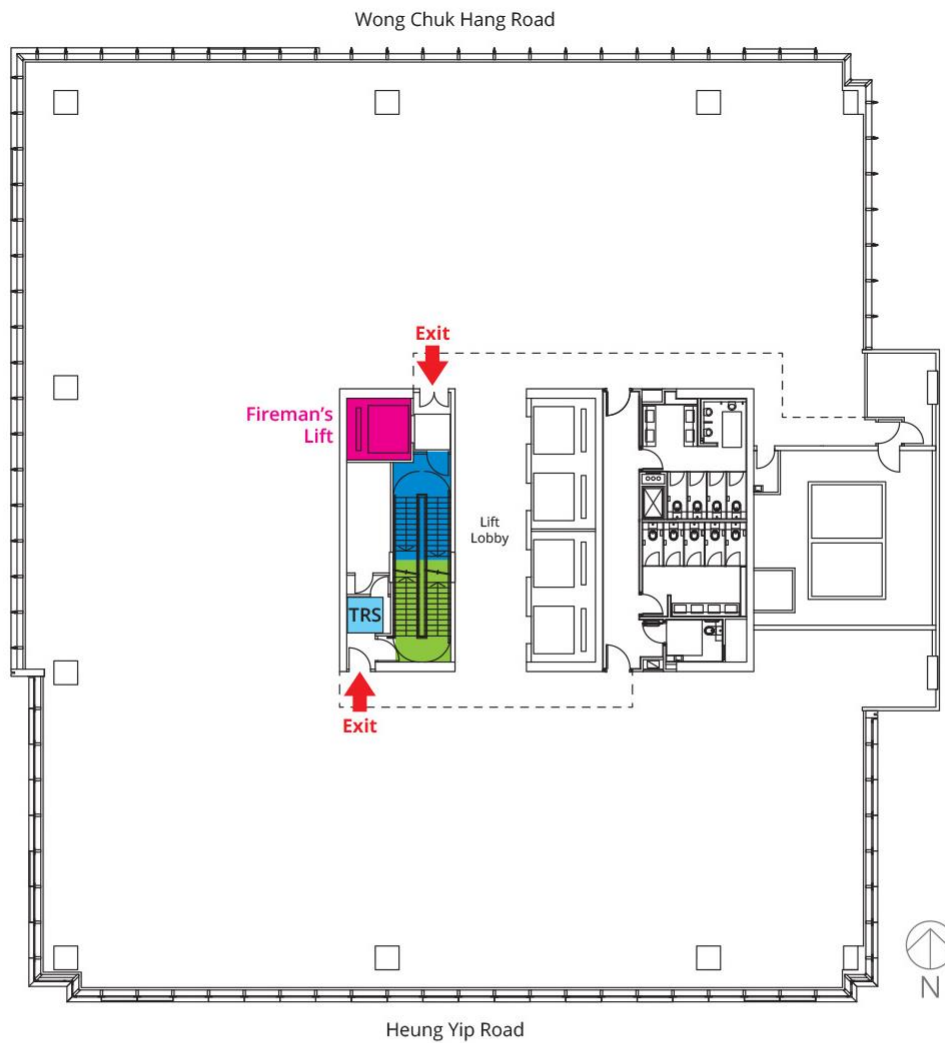


REMARKS:

- (1) Occupants with mobility difficulty should evacuate to the Temporary Refuge Space (TRS) and inform the Building Operations Room at 2778 1068 or via the intercom for help.
- (2) Refuge floor is located at 16/F for temporary rest during emergency escape.

6.5 Fire Evacuation Plan – 18/F to 30/F

FOR REFERENCE ONLY

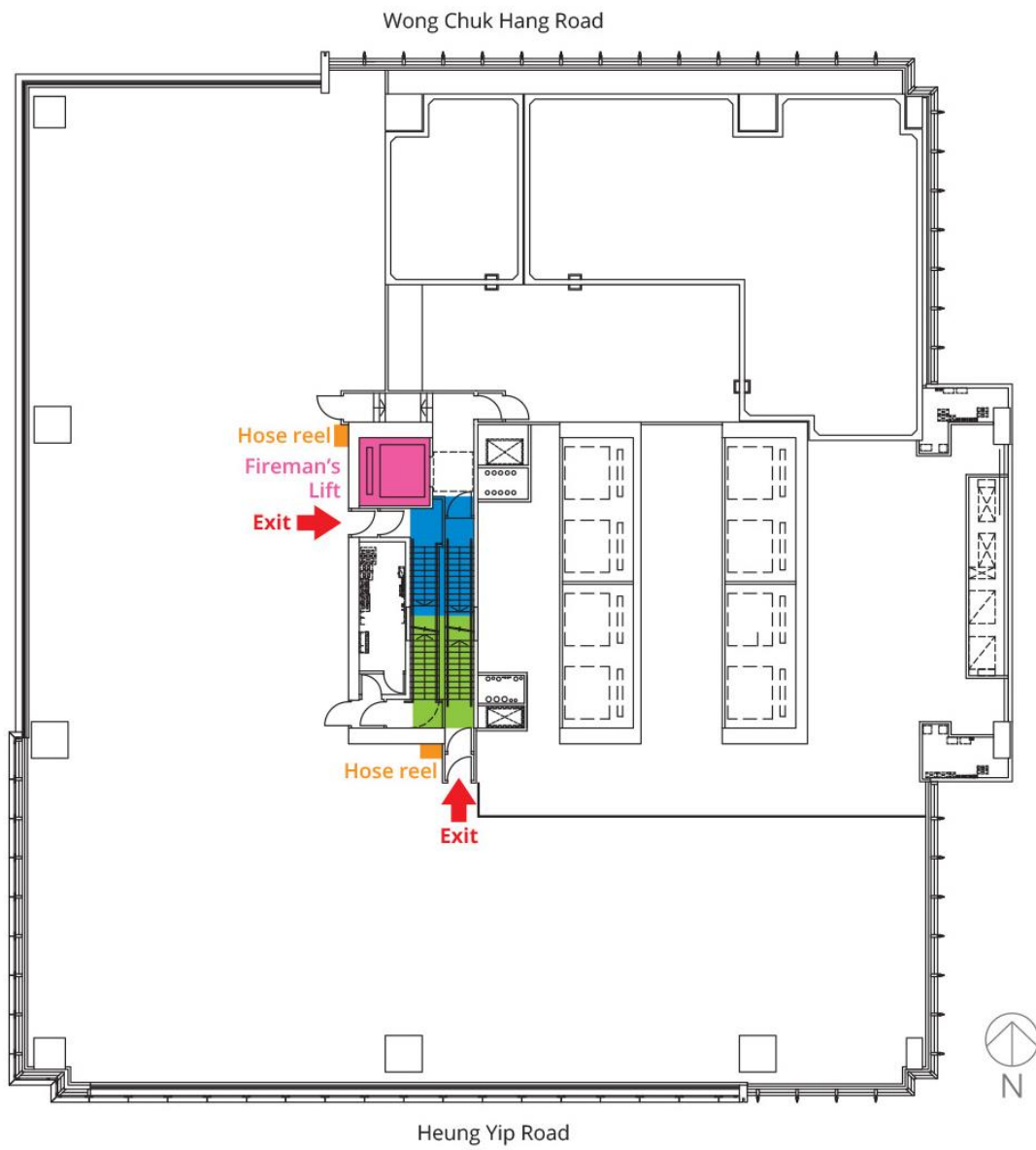


REMARKS:

- (1) Occupants with mobility difficulty should evacuate to the Temporary Refuge Space (TRS) and inform the Building Operations Room at 2778 1068 or via the intercom for help.
- (2) Refuge floor is located at 16/F for temporary rest during emergency escape.

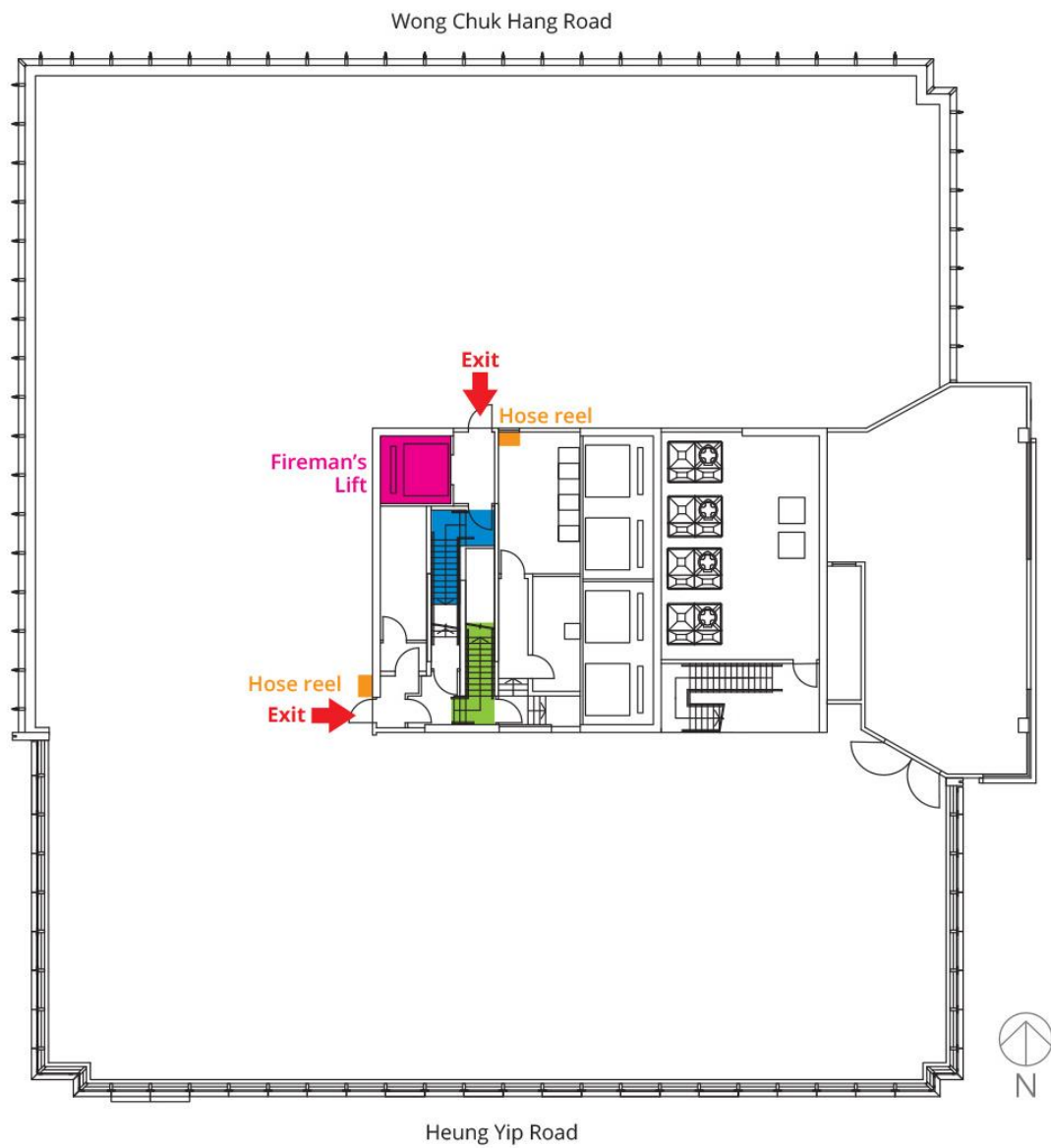
6.5 Fire Evacuation Plan – Refuge Floor (16/F)

FOR REFERENCE ONLY



6.5 Fire Evacuation Plan – Rooftop

FOR REFERENCE ONLY

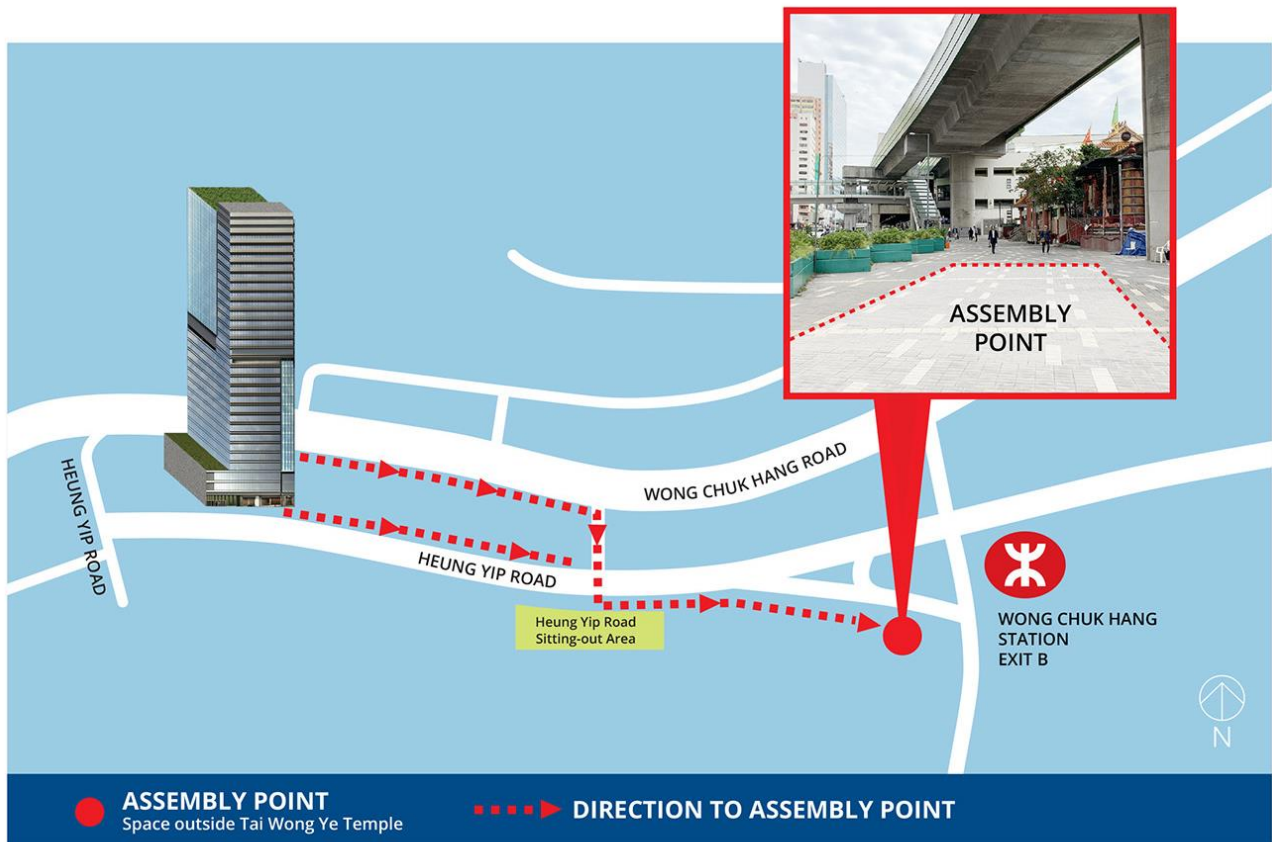


REMARKS:

Refuge floor is located at 16/F for temporary rest during emergency escape.

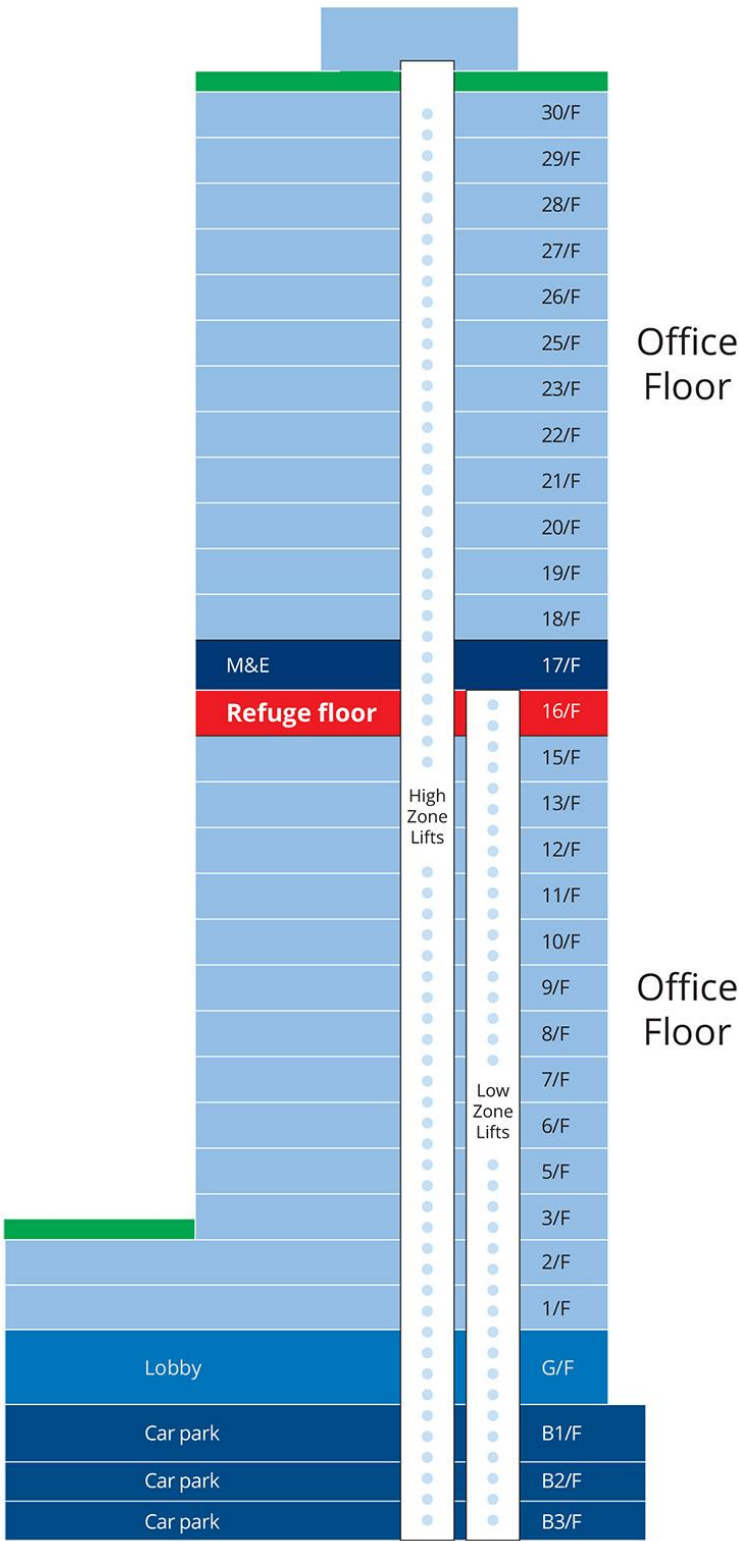
6.6 Fire Assembly Point

FOR REFERENCE ONLY



6.7 Location Plan of Refuge Floor

FOR REFERENCE ONLY



7. INSURANCE

You are reminded to effect and maintain insurance policies with the Landlord, Hareton Limited, and the Manager, Swire Properties Management Limited, as insured parties, with cover to the satisfaction of the Landlord with a reputable insurance company in respect of the following:

- i) All risks and liabilities in accordance with your Tenancy Agreement; and
- ii) Contractors' All Risks and third party liabilities during the fit-out or reinstatement period in accordance with the Fit-Out Guide.

8. FILMING AND LION DANCING

8.1 Filming

If you have a requirement for filming in the common areas of the building, please let the Management Office know at least 14 days in advance. Whilst we will try to be as helpful as possible, there are a number of considerations that have to be taken into account before we can give (or decline) such approval.

8.2 Lion Dancing

The burning of 'ghost money' and incense sticks is not permitted at any time and requests for lion dances within tenants' premises are not generally accepted due to the disturbance that they cause to neighbouring offices. However, at certain times the Management Office does organise lion dances in the common areas and you are, of course, welcome to join.



**SWIRE PROPERTIES MANAGEMENT LTD
SOUTH ISLAND PLACE**

APPLICATION FORM - SECURITY ACCESS CARDS FOR PASSENGER LIFT & LAVATORIES

Tenant : _____ Contact Person: _____

Floor/Suite : _____ Tel No.: _____

For Office Use

Name of employee(s)	Gender	Staff ID#	Signature Specimen	Special restriction on operating hours (see note 4)	Floor(s) authorized to access	Card No.

Please provide us with the above cards.

We acknowledge receipt of the above cards.

Authorised Signature and Company Chop

Authorised Signature and Company Chop

Name in Block Letters

Date

Name in Block Letters

Date

- Note:
1. All applications should be made through the Administration Department of the tenant's company; individual applications will not be entertained.
 2. The debit note for the deposit of HK\$50.00 per card (subject to review) will be sent to your office.
 3. This deposit shall be refunded to the tenant upon return of cards.
 4. If there is no special restriction on the lift access card operation hours, the default will be set to the following period:

Card access will be required at the following times:	Mondays – Fridays	Before 7:00 a.m. and after 8:00 p.m.
	Saturdays	Before 7:00 a.m. and after 2:00 p.m.
	Sundays & Public Holidays	24 hours



SOUTH ISLAND PLACE
SERVICE LIFT REQUEST FORM

Name of tenant : _____

Floor/ Suite No. : _____

Date required : _____

Time period : From _____ hours to _____ hours

Nature of loads & other remarks : _____

Authorized Signature : _____

Name in Capital Letter : _____

Company chop : _____

Date of Submission : _____

Name of Contact : _____

Contact No. : _____

Normal Lift Operating Hours:

7:00am – 8:00pm (Mon to Fri), 7:00am – 2:00pm (Sat) except public holidays. In case a lift operator is required, there will be a service charge of **HK\$120.00 per hour per lift** (subject to review by the management office). **If the service is required outside normal lift operating hours, a lift operator is compulsory.**

- Note 1. By submitting this form to the management office, the tenant is deemed to accept the above service charge for lift operator and pay the same upon receiving the formal debit note from the Management Office.
- Note 2. The reservation will be voided if you do not arrive at the Loading Bay within 30 minutes of the commencement of your reservation while the cost for lift operator will still be payable by the tenant according to the required period.
- Note 3. Please note that you may require to share the lift service with other tenant as necessary.
- Note 4. This form must be submitted to the Building Operations Room on 1/F at least **2 working days** in advance.

[FOR OFFICE USE ONLY]

Received by : _____ Date : _____ Time : _____

Reservation approved by : _____
BMT Officer

Remarks : _____



Management Office
Suite 1601 Cityplaza Four
12 Taikoo Wan Road
Taikoo Shing
Hong Kong

(Please complete and return to Swire Properties)

**SWIRE PROPERTIES MANAGEMENT LIMITED
SOUTH ISLAND PLACE
TENANTS CONTACT**

Date: _____

1. Name of Tenant : _____

Premises : _____

2. Person to be contacted in case of **EMERGENCY**:

(a) During Office Hours

(i) Name: _____ Tel No.: _____

Title: _____ Mobile Phone No.: _____

E-Mail Address: _____

(ii) Name: _____ Tel No.: _____

Title: _____ Mobile Phone No.: _____

E-Mail Address: _____

(iii) Name: _____ Tel No.: _____

Title: _____ Mobile Phone No.: _____

E-Mail Address: _____

(b) After Office Hours

(i) Name: _____ Tel No.: _____

Title: _____ Mobile Phone No.: _____

E-Mail Address: _____

(ii) Name: _____ Tel No.: _____

Title: _____ Mobile Phone No.: _____

E-Mail Address: _____

(iii) Name: _____ Tel No.: _____

Title: _____ Mobile Phone No.: _____

E-Mail Address: _____

(3) Contact Person (For Leasing Purpose)

Company Name: _____ (English)

_____ (Chinese)

Floor / Suites No.: _____

Contact Person: _____
(Name) (Title)

_____ (Name) (Title)

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

(4) Company Information

Company Name: _____ (English)

Company Address: _____ (English)

Company E-Mail Address: _____

Telephone No: _____ Fax No: _____

Company Head: _____ (Name)

(Title)

E-Mail Address: _____

(5) Contact Person (For General)

Name: _____

Title: _____

Telephone No: _____

E-Mail Address: _____

* Please delete as appropriate

For office use only:

Authorised Signature and Company Chop

Name in Block Letters

Date: _____

Checked by MO:

Date: _____



ANNEX E – Payment Schedule

ANNEX E – Payment Schedule

The Company has a payment policy, under which payments will be made on actual delivery of services or products. Wherever possible, and if the Company considers appropriate in the circumstances, the Company will make payments to the successful Tenderer for the Project in the following installments:

	Milestone Payment	Amount
1.	Binding contract of successful Tenderer and the Employer and proceeding and commencement of the Works	10 % of Original Contract Sum
2.	Upon design drawings' submission and approval of the Property Manager and Site Possession	10 % of Original Contract Sum
3.	Upon 30 days after possession of site	20 % of Original Contract Sum
4.	Practical completion and completion of defect rectification, submission of as-built drawings and O&M manual	*Adjusted Contract Sum less 10% of Original Contract Sum for Retention Money less previous payment certified
5.	Expiration of Defects Liability Period and rectification of all defects in accordance with Clause 80 of Part A of the Conditions of Contract (after Maintenance Period – 12 months after practical completion)	Retention amount and/or any outstanding amount

This milestone payment table should be read in conjunction with Clause of 3.2 of Part C of the Conditions of Contract.

*Adjusted Contract Sum is the contract sum including all valuation of variations orders, adjusted sum for provisional sum / quantities but excluding contingency.



ANNEX F – Design Brief for The Premise



Competition Commission
Office Fit-out Work

Design Brief

February 2019

Knight Frank 萊坊

Commission background



- ◆ The Commission is an independent statutory body established under the Competition Ordinance (Cap. 619) (“Ordinance”). The primary function of the Commission is to investigate conduct that may contravene the competition rules of the Ordinance and enforce the provisions of the Ordinance. The Commission also performs advocacy and policy advisory functions to promote public understanding of the Ordinance and give advice to the Government on competition matters.

Project background



- ◆ The Commission's new office ("the Premises") will have a net operating floor area of around 1,150 square meters (m2) on a single floor. The Premises will be located on the 19th floor of South Island Place in Wong Chuk Hang.
- ◆ The Commission will take possession of the Premises in early March 2019, subject to adjustment by the landlord. The Premises will be handed over to the Commission in a "bare-shell" condition in an open plan layout, with a ceiling system and a raised floor system including electrical and mechanical facilities and fire services, in accordance with the landlord's standard specifications.
- ◆ It is expected that the Commission's new office will accommodate at least 80 staff members.
- ◆ In addition to the office accommodation for staff members, the Commission will need sufficient conference facilities for conducting meetings and seminars as well as other amenities to support the Commission's operations.
- ◆ It is expected that the office fit-out shall meet a 'mid-range' standard. The Commission's existing office adopts a traditional office layout with general staff seated in cubicle workstations. However, the Commission is open to considering other more contemporary types of layouts for its new office.
- ◆ A summary of the basic information of the Premises is set out below:

Building :	South Island Place, No.8 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong
Floor:	19th Floor (whole floor)
Total Area:	Approx 1,150 square meters (m2) in net

Facts – Competition Commission Office



1. The role and work style

- Individual but with some collaboration
- Certain privacy of work required as staff required to handle sensitive information
- Disturbance of staff on each other should be minimised especially those near collaboration area

2. Headcount break down into divisions / departments / teams

	Chairperson /CEO/ED Office	Operations	Legal	Econ & Policy	Advisory & Int'l Affairs	CS & PA		HR	Total
						Corporate Services	Public Affairs		
Chairperson	1	-	-	-	-	-	-	-	1
CEO	1	-	-	-	-	-	-	-	1
Director	1	1	1	-	-	0.5	0.5	-	4
Secretary	3	1	1	-	-	0.5	0.5	-	6
Sr Manager	-	3	3	1	-	1	1	-	9
Manager	-	13	3	2	2	4	4	1	29
Officer	-	9	3	1	2	7	4	2	28
General Assistant	-	-	-	-	-	2	-	-	2
Total	6	27	11	4	4	15*	10	3	80

3. Staff working hours

- ◆ Monday – Friday 9:00am - 1:00pm and 2:00pm - 6:00pm
- ◆ Saturday, Sunday and Public Holidays Closed

Consideration in Zoning and Layout



Test-fit is the preliminary idea from the Commission after consideration of the operational requirements. The zoning layout, and cubicle quantity shall remain the same. However, the detail layout (include furniture), material of partitions and finishes could be modified or adjusted to cope with tenderer's design. The commission is welcome to all other idea that suit their needs. The following are considerations of the layout if there is any reallocation of space suggested by the tenderer:

- ◆ Commission will not adopt open office concept (i.e. desk with no partition)
- ◆ Room size shown in the test-fit could refer as the minimum area for such room
- ◆ Collaboration area will also serve as a “reserved space” for future expansion of working area
- ◆ Workstation opinion : No special preference on shape and size, partition for desk is required due to privacy of work and to minimise staff disturbance on each other but should also enhance communication with other colleagues
- ◆ Workstation size at general office area should be standardized.
- ◆ Printer will be allowed for each division area but a print room is preferable for bulk printing, binding, shredder etc.
- ◆ Since the view at south east side of the office is not as good as other areas, divisions where located at that area would be compensated in terms of design and facilities such as the provision of plants.
- ◆ Natural lighting to general office area is encouraged.

Commission's Requirements



1. Look & Feel for new office
 - ◆ Simple, modern, professional
 - ◆ Corporate colour maroon and grey not necessary be used as theme colour
2. Commission's general requirements for all rooms:
 - ◆ All rooms must have good sound proofing system
 - ◆ Operable wall between Conference Hall 1-3, and various meeting rooms. Please refer to test fit drawings.
 - ◆ Lux level of rooms shall be sufficient and comply with BEEO requirements
 - ◆ Furniture proposed in the design development package are for reference only, other brands and design with similar looks and feel could be proposed
2. Furniture & Filing requirement
 - ◆ Allow space for compactus, structural loading calculation and submission is required to submit to BMO
 - ◆ Use of space efficiently for storage purpose
 - ◆ Reuse of existing furniture could be considered and it will be a merits that could cope with tenderer's design. Please refer to Relocation Inventory.
3. Collaboration Area, Pantry
 - ◆ Resilient flooring
 - ◆ For Pantry which is not partitioned, sufficient ventilation is a must
 - ◆ Please refer to Relocation Inventory for new or reused items
4. Fitting out Standard
 - ◆ Mid-range Standard, cost effective but not substandard material / equipment
5. Equipment
 - ◆ Standard IT set up (details refer to Specific IT requirements)
6. Lift Lobby & Toilet
 - ◆ The lift lobby area will not be redecorated but a Logo and a Office Hours Notice at a prominent place at the lift lobby is required.
 - ◆ Toilet will not be redecorated
7. Reception
 - ◆ Logo in reception
 - ◆ CCTV in reception
 - ◆ TV in waiting area
8. Other
 - ◆ Contractor is required to standby and provide technical support during move in and major changeover
 - ◆ Air purification and IAQ check required upon completion of work



Design Intent (For reference only)

General Office Area



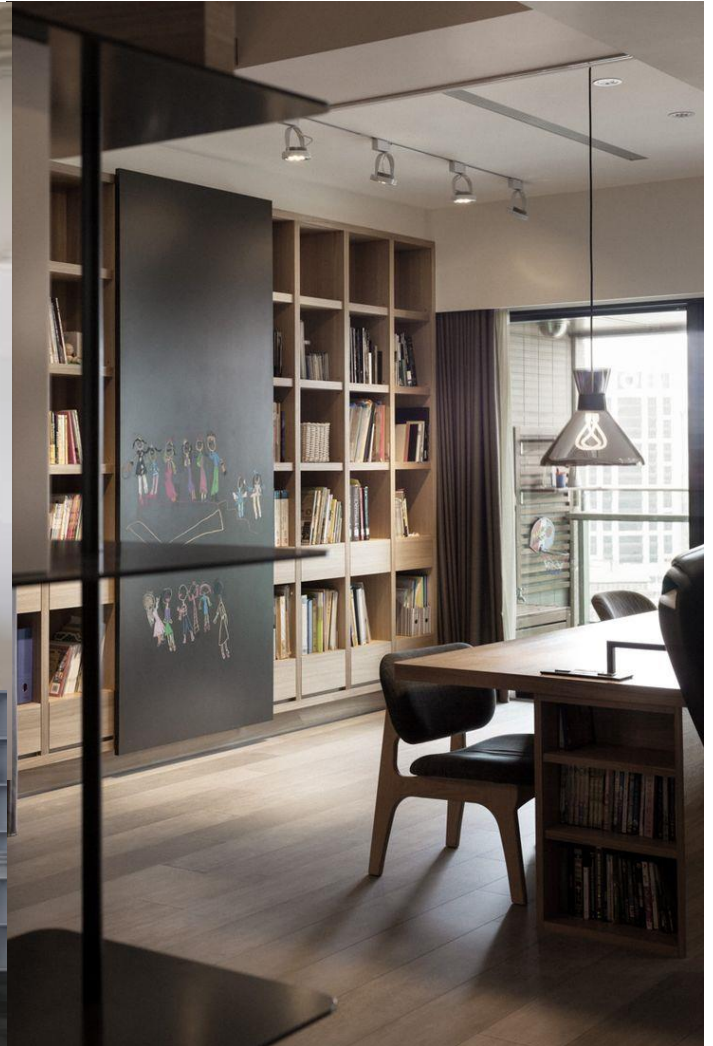
Waiting Area



Pantry & Collaboration Area

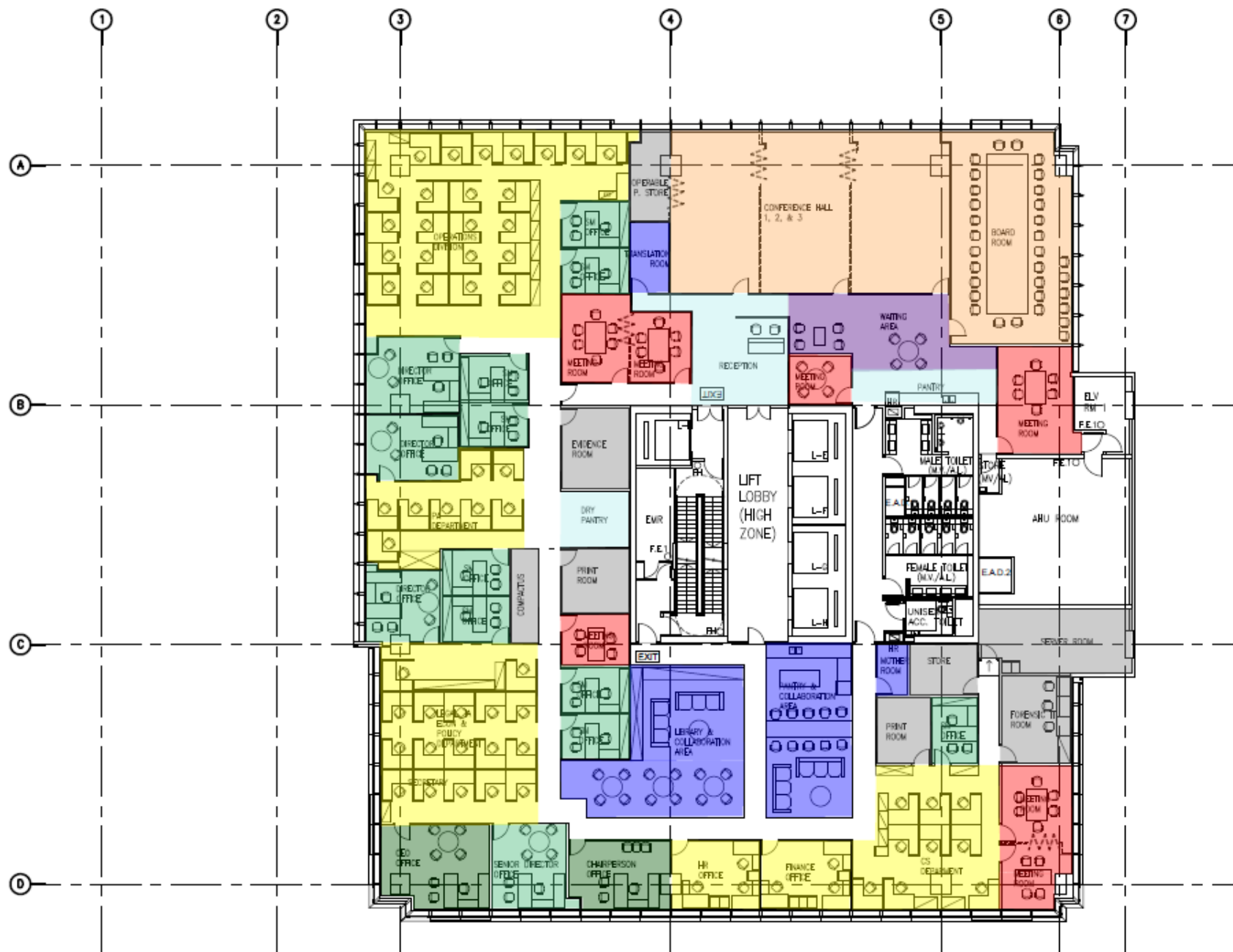


Library





Test fit





Rooms

Suggested finishes



1. All conference rooms require a relatively high degree of acoustic privacy, should have appropriate **sound-proofing**. People outside or at adjacent rooms will not be able to hear any discussion inside the room clearly. Acoustics finishes are preferred on walls. Insulation between the dry wall should be of rock wool. All doors should be solid with sound-proof capability.
2. Operable walls in conference hall 1-3 and various meeting rooms shall be provided. Degree of acoustic privacy for operable walls shall be the same as all walls and doors.
3. For indication purpose, the **sound transmission class (STC)** of partition wall and operable wall should not be less than **45**. Partitions shall be extended to structural ceiling and under the raised floor. Rockwool nominal density shall not be less than 40kg/m³.
4. Occupancy lights & room plates are required for Conference Hall, Board Room, Meeting Rooms and Mother's Room
5. Room plates are required for other rooms such as store room & evidence room
6. Name plates are required for all rooms of senior management and general workstations
7. Supply and install swing door. Degree of acoustic privacy for operable walls shall be the same as all walls.
8. Contractor shall include all necessary building services installations and conduit for the equipment.

Requirements in Various Office Area



Area	Basic Requirements	To-be-relocated Equipment	New Equipment Required	Remarks
Reception & Waiting area	<ul style="list-style-type: none"> • Display Cabinet/Leaflet Stand • A door release button (for main entrance door and the door leading to staff area) at reception counter • Door phone for the reception main entrance and the fire exit door to cargo lift connected to the Doorphone. • Reception Counter (for 2 with some storage place) • Task chairs (2) • Lounge chairs and coffee table for waiting area • Logo • Bar table with chairs 	<ul style="list-style-type: none"> • Tender Box 	TV x 1 at waiting area (size to be recommended)	<ul style="list-style-type: none"> • Waiting area not too open • Doorphone will be kept by CS and door release button for the said doors is required to be installed in CS Department
Wet Pantry near Waiting Area	<ul style="list-style-type: none"> • Open kitchen cabinet • 2 separate kitchen sinks with sump pump • Built-in big trash bin • Built-in liquid soap and paper towel dispenser • Space for recycle bins • Double sink, 2 faucets, with sump pump 		<ul style="list-style-type: none"> • Water dispenser (connected to water pipe) (bought by the Commission) 	
Translation Room	<ul style="list-style-type: none"> • Console & AV equipment for Conference Hall • Table counter • Chair (2) 	Matrix Processor, Control Processor, Amplifier, Scaling Receivers		

Requirements in Various Office Area



Area	Basic Requirements	To-be-relocated Equipment	New Equipment Required	Remarks
Conference Hall	<ul style="list-style-type: none"> • Sound proof • Operable Wall • Can split into 3 rooms with separate light switch, individual AV control System • Blackout blind • PC connected to Projector • Logo • Conference chairs • Folding tables 	<ul style="list-style-type: none"> • TV x 3 • Projector x 1 & Screen x 1 (motorized) • Transmitter in the floor box 	Wall-mount touch panel & ceiling speaker	<ul style="list-style-type: none"> • Matrix Processor, Control Processor, Amplifier, Scaling Receivers (to be located in translator room)
Board Room	<ul style="list-style-type: none"> • Sound proof • Lighting with dimmer • Glass whiteboard (with recessed pen tray) • Blackout blind • AV equipment including Wall-mounted touch Panel, Transmitter installed on the Meeting Table*, Matrix Processor, Control Processor, Amplifier, Scaling Receiver, desktop microphones (26 nos) and Ceiling Speaker etc. • PC connected to projector • Logo • Conference chair (30) • Conference Table 	<ul style="list-style-type: none"> • Matrix Processor, Control Processor, Amplifier, Scaling Receivers, Transmitter on meeting table • Projector x 1 & Screen x 1 (motorized?) • Teleconferencing equipment 	Wall-mount touch panel & ceiling speaker	

Requirements in Various Office Area



Area	Basic Requirements	To-be-relocated Equipment	New Equipment Required	Remarks
Meeting Rooms (6P) – 4 rooms in total	<ul style="list-style-type: none"> • Sound proof • Glass whiteboard (with recessed pen tray) • PC connected to TV • Meeting Table • Conference chair (6) 	<ul style="list-style-type: none"> • Teleconferencing equipment x 1 • TV x 2 	<ul style="list-style-type: none"> • Teleconferencing equipment x 2 (bought by CC) • Audio-recording system** x 3 • TV x 2 	<ul style="list-style-type: none"> • 3 meeting rooms at public area requires audio-recording & teleconferencing equipment
Meeting Rooms (4P) – 3 rooms in total	<ul style="list-style-type: none"> • Sound proof • Glass whiteboard (with recessed pen tray) • Meeting Table • Conference chair (4) 		<ul style="list-style-type: none"> • Audio-recording system** x 1 	<ul style="list-style-type: none"> • 1 meeting room at public area required audio-recoding equipment
SM Office	<ul style="list-style-type: none"> • Sound proof • Glass whiteboard • Working Desk and Chair • Guest chair (2) • Cabinet & book shelf 			<ul style="list-style-type: none"> • standard configuration for all SM Office
Director Office	<ul style="list-style-type: none"> • Sound proof • Glass whiteboard • Working Desk and Chair • Guest chair (2) • Cabinet & book shelf • Meeting table with conference chair (2) 			<ul style="list-style-type: none"> • standard configuration for all director Office

****audio-recording system: the system should be able to record and produce 3 copies of DVD or VCD or USB. An alternative solution could be suggested by the Contractor.**

Requirements in Various Office Area



Area	Basic Requirements	To-be-relocated Equipment	New Equipment Required	Remarks
Senior Director Office	<ul style="list-style-type: none"> • Sound proof • Glass whiteboard • Working Desk and Chair • Guest chair (2) • Cabinet and bookshelf • Meeting table with conference chair (4) 			
CEO Office	<ul style="list-style-type: none"> • Sound proof • Glass whiteboard • Working Desk and Chair • Guest chair (2) • Cabinet and bookshelf • Meeting table with conference chair (4) • Sofa (if space is available) 			
Chairperson Office	<ul style="list-style-type: none"> • Sound proof • Glass whiteboard • Working Desk and Chair • Guest chair (2) • Cabinet and bookshelf • Sofa and coffee table 			
Finance Office	<ul style="list-style-type: none"> • Workstation (3) • Cabinets • Space for safe 			
HR Office	<ul style="list-style-type: none"> • Workstation (3) • Cabinets 			

Requirements in Various Office Area



Area	Basic Requirements	To-be-relocated Equipment	New Equipment Required	Remarks
Operation Division	<ul style="list-style-type: none"> Workstations with Partition (total 23 incl. 2 document registry & 2 hotline staff) Storage space Document Registry - 2 workstations with extra space for scanner and documents (separated by sound proofed partition to minimize scanners noise) Hotline staff – 2 workstations (separated by sound proofed partition to minimize disturbance) 			General partition height shall retain privacy yet welcome natural light into the space.
Legal, IA Econ & Policy Department	<ul style="list-style-type: none"> Workstations with Partition (total 17) Storage space 			
CS Department	<ul style="list-style-type: none"> Workstations with Partition (total 9) This area will be compensated in terms of design and/or facilities for the lack of view (not required if tenderer's design for these department is away from the test-fit assigned location) Storage space 			*Special design
PA Department	<ul style="list-style-type: none"> Workstations with Partition (total 8) Storage space 			

Requirements in Various Office Area



Area	Basic Requirements	To-be-relocated Equipment	New Equipment Required	Remarks
Print Room (near Dry Pantry)	<ul style="list-style-type: none">• Space for confidential paper collection bins (2 bins)• Space for copier, shredder and fax machine• Work Bench• A4 paper storage• Full height cabinets	<ul style="list-style-type: none">• Copier• Shredder• Fax machine		
Print Room (near CS department)	<ul style="list-style-type: none">• Space for confidential paper collection bins (2 bins)• Space for copier, shredder and fax machine• A4 paper storage	<ul style="list-style-type: none">• Copier• Shredder• Fax machine		

Requirements in Various Office Area



Area	Basic Requirements	To-be-relocated Equipment	New Equipment Required	Remarks
Mother's Room	<ul style="list-style-type: none"> Chair Table Door with lock 		Small fridge (bought by the Commission)	
Server Room	<ul style="list-style-type: none"> Pls. refer to server IT requirements Fire rated walls and doors Anti-static raised floor with ramp Water leakage detector 	<ul style="list-style-type: none"> Sensaphone for temperature and moisture 	<ul style="list-style-type: none"> FM 200 	
Forensic IT Room	<ul style="list-style-type: none"> Refer to the Forensic IT Room layout Fire rated walls and doors Sound proof Working Desk (3) Task Chair (3) Cabinet Meeting Table with conference chair (4) 			24/7 air conditioned, desirable to have on/off feature
Evidence Room	<ul style="list-style-type: none"> Fire rated walls and doors 			
Store Room	<ul style="list-style-type: none"> Steel racks 			

Requirements in Various Office Area

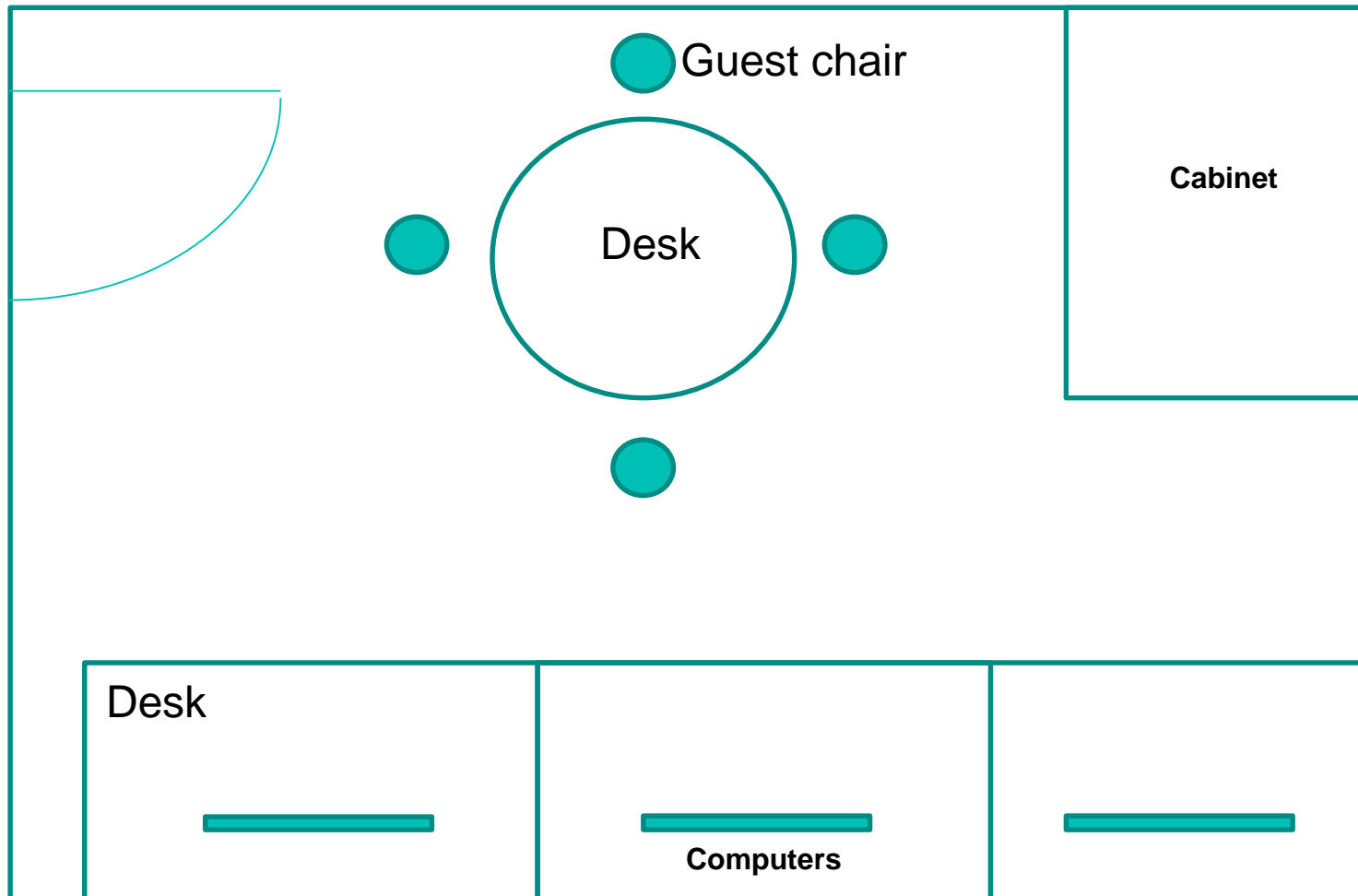


Area	Basic Requirements	To-be-relocated Equipment	New Equipment Required	Remarks
Dry Pantry	<ul style="list-style-type: none"> Kitchen cabinet Built-in big trash bin A notice board Space for recycle bins 	<ul style="list-style-type: none"> Water dispensing machines x 2 	<ul style="list-style-type: none"> White goods such as microwave oven, refrigerator (bought by the Commission) 	
Wet Pantry (near CS Area)	<ul style="list-style-type: none"> Open kitchen cabinet Double sink, 2 faucets, with sump pump Built-in big trash bin Built-in liquid soap and paper towel dispenser A notice board Space for recycle bins Space for Vending Machine 	<ul style="list-style-type: none"> Water dispenser (connected to water pipe) White goods such as microwave oven, refrigerator 	<ul style="list-style-type: none"> TV set with Magic TV hub for viewing local free and pay TV programs (size to be recommended) Coffee machine (bought by the Commission) Steamer (bought by the Commission) 	
Collaboration Area (near CS area)	<ul style="list-style-type: none"> Dining Table and chairs Sofa with coffee table 			
Library & Collaboration Area (near legal area)	<ul style="list-style-type: none"> Conference table and chairs TV set with Magic TV hub for viewing local free and pay TV programs Full height bookshelves Table and chairs Lounge chairs and coffee table 			

Forensic IT room layout



- ◆ Proposed layout (For information only)





Equipment to be relocated by the Commission

Equipment to be reused (For information)



- ◆ Please refer to previous requirements and relocation inventory for the exact location for the reused items
- ◆ Contractor shall include all necessary building services installations, conduit or other builders works for the setting up of the reused items.
- ◆ Relocation of loose equipment to be carried out by the Commission but relocation of AV equipment such as projector and screen, TVs etc. by contractor)




Relocation Inventory



No.	Items	Existing Location	Dimensions	Quantity	Photo
1	Tender Box	Reception			
2	Safe	Evident Room	521W x 559D x 877H	335lbs (prior approval may be needed by Landlord)	
3	Cups, Pots and pantry utensils	Wet Pantry	3300 x 300 x 300 (upper) 450 x 550x 700 (lower)		
4	Boxes of Seal	Print Room 2	750 x 400 x 800		
5	Round meeting table	Interview Room 1	ø910	1	
6	Round meeting table	Interview Room 2	ø910	1	
7	Folding table	Conference Hall	1700W x 750D	9	
8	Folding table	Conference Hall	1500W x 800D	2	
9	Folding table	B06	1700W x 750D	1	
10	Folding table	B17	1700W x 750D	1	
11	Folding table	A09	1700W x 750D	1	
12	Folding table	A10	1700W x 750D	1	
13	Folding table	A03-2	1700W x 750D	1	
14	Folding table	A03-1	1800W x 700D	1	
15	Folding table	Print Room 2	1500W x 900D	1	
16	Round meeting table	C01	ø900	1	
17	Round meeting table	B01	ø1190	1	
18	Round meeting table	A04	ø1190	1	
19	Round meeting table	A08	ø1190	1	
20	Folding table	Evident Room	1800W x 650D	1	

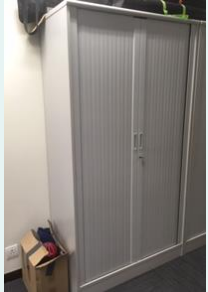

Relocation Inventory



No.	Items	Existing Location	Dimensions	Quantity	Photo
21	Rolling Steel (tall Cabinet)	A06	1000W x 450D x 1850H	1	
22	Rolling Steel (tall Cabinet)	A07	1000W x 450D x 1850H	1	
23	Rolling Steel (tall Cabinet)	Directorate	1000W x 450D x 1850H	1	
24	Rolling Steel (tall Cabinet)	C02	1000W x 450D x 1850H	1	
25	Rolling Steel (tall Cabinet)	B02	1000W x 450D x 1850H	1	
26	Rolling Steel (tall Cabinet)	B03	1000W x 450D x 1850H	1	
27	Rolling Steel (tall Cabinet)	B04	1000W x 450D x 1850H	1	
28	Bookshelf	A07	900W x 450D x 1200H	2	
29	Bookshelf	A17	900W x 450D x 1200H	1	
30	Bookshelf	A30	900W x 450D x 1200H	1	
31	Bookshelf (without door)	B04	900W x 450D x 1200H	1	



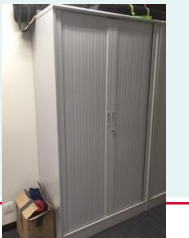
Relocation Inventory



No.	Items	Existing Location	Dimensions	Quantity	Photo
32	Rolling Steel (tall Cabinet)	face to C07	1000W x 450D x 1850H	2	
33	Rolling Steel (tall Cabinet)	face to B11	1000W x 450D x 1850H	2	
34	Bookshelf	C09	900 x 450x 1200	1	
35	4-drawer steel	face to C09	460 x 630x 1320	2	
36	Others	Board Room	1150 x 580 x 300	9	
37	4-drawer steel	next to C10	460 x 630x 1320	3	
38	4-drawer steel	next to C10	460 x 630x 1320	4	
39	Bookself	next to C01	900 x 450x 1200	4	
40	4-drawer steel	next to C10	460 x 630x 1320	4	
41	Low Cabinet	face to C02	900 x 520 x 750	1	


Relocation Inventory



No.	Items	Existing Location	Dimensions	Quantity	Photo
42	Rolling Steel (tall Cabinet)	face to B11	1000W x 450D x 1850H	3	
43	4-drawer steel	Server Room	460 x 630x 1320	1	
44	4-drawer steel	next to B12	460 x 630x 1320	3	
45	Low Cabinet	next to B12	900 x 520 x 750	1	
46	Rolling Steel (tall Cabinet)	Print Room 2	1000W x 450D x 1850H	3	
47	4-drawer steel	next to A27	460 x 630x 1320	1	
48	Bookself	next to A22	900 x 450x 1200	1	
49	Rolling Steel (tall Cabinet)	next to A25	1000W x 450D x 1850H	1	



Relocation Inventory



No.	Items	Existing Location	Dimensions	Quantity	Photo
50	Bookshelf	next to A11	900 x 450x 1200	1	
51	Main Desk (ED)	A02 (Brent)	1930W x 1050D x 750H	1	
52	Main Desk (ED)	A01 (Chairperson)	1830W x 1050D x 750H	1	
53	Main Desk (ED)	C01 (Rasul)	1830W x 1050D x 750H	1	
54	Main Desk (ED)	B01 (Steven Parkner)	1830W x 1050D x 750H	1	
55	Main Desk (ED)	A04 (Jindrich)	1830W x 1050D x 750H	1	
56	Computer Table (ED)	A02 (Brent)	1000W x 700D x 750H	1	
57	Computer Table (ED)	A01 (Chairperson)	1000W x 700D x 750H	1	
58	Computer Table (ED)	C01 (Rasul)	1000W x 700D x 750H	1	
59	Computer Table (ED)	B01 (Steven Parkner)	1000W x 700D x 750H	1	
60	Computer Table (ED)	A04 (Jindrich)	1000W x 700D x 750H	1	
61	Sofa (2-seater)	A01 (Chairperson)	1340W x 790D x 710H	1	
62	Sofa (2-seater)	C01 (Rasul)	1340W x 790D x 710H	1	
63	Sofa (3-seater)	A02 (Brent)	1890W x 790D x 710H	1	



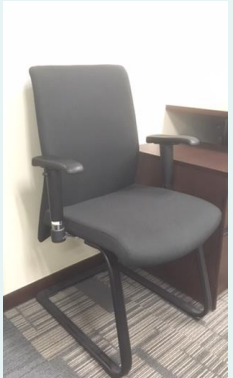
Relocation Inventory



No.	Items	Existing Location	Dimensions	Quantity	Photo
64	Meeting Table	Board Room	1500W x 900D x 725H	4	
65	Meeting Table	Warehouse	1500W x 900D x 725H	3	
66	Meeting Table	Warehouse	1600 x W975 x D750H	1	
67	Main Desk (ED)	Warehouse	1830W1050D750H	1	
68	Main Desk (ED)	Warehouse	1930W x 1050D x 750H	1	
69	Computer Table (ED)	Warehouse	1000W x 700D x 750H	1	
70	Cabinet (walnut wooden)	Warehouse	2500W x 450D x 850H	1	
71	Red Chair	Warehouse	590W x 480D	26	
72	Coffee Table	Warehouse	ø975 x 460H	1	
73	Notice Board	Print Room 1	90cm x 60cm	1	

Relocation Inventory



No.	Items	Existing Location	Dimensions	Quantity	Photo
76	Bookself (witout door)	B08	900W x 450D x 1200H	1	
77	Bookself (witout door)	B07	900W x 450D x 1200H	1	
78	Bookself (witout door)	A08	900W x 450D x 1200H	1	
79	Low Cabinet (for Printer)	Public Area at Zone C	900W x 550D x 750H	1	
80	Low Cabinet (for Printer)	in front of B12	900W x 550D x 750H	1	
81	Low Cabinet (for Printer)	behind of A27	900W x 550D x 750H	1	
82	Guest Chair	A02 (Brent)		2	
83	Guest Chair	A03-2		2	

Relocation Inventory



No.	Items	Existing Location	Dimensions	Quantity	Photo
84	Main Desk	Chairperson Room	1800Wx1700Dx750H	1	
85	Pedestal	Chairperson Room	400Wx500Dx660H	1	
86	Main Desk	CEO Room	1800Wx1700Dx750H	1	
87	Pedestal	CEO Room	400Wx500Dx660H	1	
88	Main Desk	ED Rooms	1800Wx1700Dx750H	4	
89	Pedestal	ED Rooms	400Wx500Dx660H	4	
90	Main Desk	SM Office	1600/1000Wx800/400Dx745H	9	
91	Pedestal	SM Office	400Wx500Dx660H	9	



AV System



Security



- ◆ Security access control will have 3 levels:
 - ◆ Level 1) staff card to reception, conference hall area.
 - ◆ Level 2) General office (staff area)
 - ◆ Level 3) Server room, Forensic IT room, and Evidence Room (Card Key and Password required to access).
- ◆ For entering the office building, office access card key system will be integrated with Swire lift card system to enter the lift and toilet foyer.
- ◆ Fail safe system – with break glass for unlocking the device in case of fire / emergency
- ◆ CCTV will be monitored in reception area, server room, evidence and FIT room, fire exit doors and toilet foyer door at the south side.
 - ◆ Doorphones in reception and Cargo Lift lobby.
 - ◆ Magnetic door lock or drop bolt preferred? (subject to the door finish and the locations of that security door. for example, critical areas like entrances, server room, electric strike preferable; doors towards staff area where silence is required, drop bolt or magnetic lock is more ideal etc.)
- ◆ Remote door switch in reception area and administration room
- ◆ Doorbell in reception
- ◆ Normal control of security
- ◆ The electric locking device can be readily opened from the inside without the use of a key at all times
- ◆ Upon power failure, the electric locking device shall be released automatically. To facilitate the testing of this function, the device should be fitted with a power on/off switch



Access Control System

◆ Location of Access Control Reader:

- 1) & 2) The two Main Entrances with one leading to the Reception Area and the other to Wet Pantry;
- 3) The Toilet Foyer near the Mother's Room*;
- 4) The Side Door leading to the Staff/Office Area;
- 5) Evidence Room (with password control);
- 6) The Fire Exit Door next to the Cargo Lift Lobby;
- 7) Server Room (with card and password control);
- 8) Forensic IT Room (with card and password control).

* Swire has their own access control system over the access to the toilet foyer, to be integrated to the office system.

Requirements of Reader

- ◆ For readers at locations (1) – (4) & (6), simply a reader (WITHOUT keypad) is fine
- ◆ For reader (5), (7) & (8), readers WITH keypad to input password are required.



Door Release Button

- ◆ For location (1), i.e. The main entrance at reception area, a door release button is required
- ◆ Reception counter should have door release button for main entrance door (i.e. (1)) and the side door leading to staff area (i.e. (4))

Software

- ◆ A software to record staff members' clock in and clock out time is required. There should be basic reports generated from the system including the following:
- ◆ Clock in and clock out time of individual staff (i.e first-in and last-out)
- ◆ Working hours per week is 45 hours. The report generated should be able to calculate and show those staff who have shortfall of working hours.
- ◆ The report could be exported to excel



Remarks:

- ◆ Require to use one single card to use the facilities of the building including the access control to office area, toilets and lifts. The access card should be in one of the following formats in order to integrate with Swire's system:
 - ◆ HID Proximity
 - ◆ EM4102 Prox
 - ◆ iClass SE
 - ◆ iClass Seos
 - ◆ iClass
 - ◆ MiFARE Sector

*Please contact SIP Building Management (+852 2778 1068) for coordination.



Surveillance Camera:

- ◆ Location of Surveillance camera
 - ◆ All of the above area with access control readers plus the Fire Exit Door at the South
- ◆ Requirements:
 - ◆ 24 hours recording with colour
 - ◆ The hardware is sufficient to store image of at least 31 days consecutively (The existing current system could record up to 4 months)
 - ◆ The camera could capture/record image with minimal light
 - ◆ Can be exported to a USB drive
 - ◆ The following back-up recorder (provided by CC) should be used and compatible with the proposed new recorder:

JCS ADVR-1640D1M 16 channels digital video recorder c/w 4 nos. 4TB hard disk.



- Card reader [H]
- Card reader with num lock [N]
- Door Release button ●
- Break Glass [■]
- CCTV [□]
- Push Bar [■]
- Electric Strike (Mid Level) [M]
- Electric Strike (Top Level) [T]
- Drop bolt [L]
- EM Lock [EM]
- Door Phone [DP]





Specific IT requirement

Specific IT requirement



- ◆ Scope of works by contractor
 - ◆ Supply and install raised floor at server room minimum 400mm height from structural floor level unless otherwise approved by Project Manager
 - ◆ Supply and install all electrical works including trunking and electrical wirings required in server room.
 - ◆ Supply and install of sufficient power socket to server room
 - ◆ Supply and install of sufficient structural cabling (CAT 6) and conduit
 - ◆ Supply and lay structural cabling at inter-racks
 - ◆ Supply and install power bar to server rack (8 way per power bar and TWO on each side of rack)
 - ◆ Supply and install server rack (x6) (brand/origin preference and performance requirements: same as existing ones (i.e. Austin Hughes) or equivalent class)
 - ◆ Provide assistance to UPS connection
 - ◆ Existing telephone system will be relocated, contractor to coordinate the design and construct all necessary conduit and accessories for the telephone system

Specific IT requirement



- ◆ Scope of works by contractor (Con't)
 - ◆ Partition walls and door of server room with not less than 1 hour FRR
 - ◆ Each workstation should provide 2 data outlets
 - ◆ Provide Cable trunking / conduit or the like for fibre cable connection in the office to the common trunk
 - ◆ Ensure sufficient temporary power supply and air conditioning during construction period (details refer to building services installation requirements)
 - ◆ Dust proof measures to server room during construction period
 - ◆ Supply and install structural cabling and trunking, connect from office area to server room. Supply and install patch panels (same as existing ones (i.e. 3M) or equivalent class)
 - ◆ Connect the structural cabling to patch panels
 - ◆ Supply and connect structural cabling from patch panel to network switches (network switches to be procured by Commission)

Specific IT requirement



- ◆ The existing floor system is raised floor; cabling will be connected under raised floor
- ◆ IT equipment in server room and its installation to be arranged by Commission's IT vendor
- ◆ The Contractor shall provide IT specialist support in carrying out the said IT works. All necessary attendance, supervision and coordination work of the Commission's contractor shall be allowed in the tender

Specific IT requirement



- ◆ Rack diagram:
 - ◆ SIX 42U 800 x 600 racks
 - ◆ Rack #1, #2 – for network equipment (22 PCS @ 1U)
 - ◆ Rack #3, #4, #5 – for server (20 PCS @ 2U), storage (8 PCS @1U), tape library (4 PCS @2U), IVRS (1 PCS @ 1U)
 - ◆ Rack #6 – for spare equipment (8 PCS @ 1U)

- ◆ UPS Requirement
 - ◆ 6 nos. existing UPS are to be installed at the low levels of IT racks.
 - ◆ UPS model: APC Smart-UPS 3000VA

Specific IT requirement



- ◆ Cooling Capacity Requirement
 - ◆ Server room – 11 Tons each(Duty and Standby)
 - ◆ Standard temperature to be maintained in server room 24/7 – 20+/-2 deg. C
- ◆ Detailed cabling requirement
 - ◆ Inter rack patch panel requirement (Refer to Attachment of IT requirement)
 - ◆ Standards for user area floor cabling (Refer to Attachment of IT requirement)
- ◆ Each wireless access point on ceiling should have 2 network ports (Refer to Attachment of IT requirement)
- ◆ Contractor include supply & install of the WAP mount to the ceiling, Commission's IT vendor will carry out installation of WAP only.



Attachment of IT requirement

Tel, Data Ports & Sockets Requirements



Room Type	No. of rooms / offices	Network Socket	Telephone Socket	Socket* (S=single/T=twin)	Remark
Chairperson / CEO/ Senior Director/ Director's office	6	2	2	T x 1 S x 1	
SM's office	9	2	1	T x 1 S x 1	
Reception	1	3	2	T x 1 S x 1	
Finance office	1	4	3	T x 1 S x 1	
HR office	1	4	3	T x 1 S x 1	
Staff office - Ops Scanning	2	2	1	T x 2	
Staff - others	64	2	1	T x 1	
Subtotal		173	95		
Network Printers	3	1		S x 1	
Wifi AP	10	1			
Meeting Room (4ppl)	3	1	1	T x 1	
Meeting Room (6ppl)	4	1	1	T x 1 S x 1	
Board Room	1	2	1	T x 2 S x 1 S x 2 (for Projector and Screen)	

Tel, Data Ports & Sockets Requirements



Room Type	No. of rooms / offices	Network Socket	Telephone Socket	Socket* (S=single/T=twinn)	Remark
Conference Room	1	3	3	T x 3 S x 3 S x 5	S x 5 for Projector and Screen
Print room	2	2	1	T x 2 S x 1	
Server Room	1		1	S x 3	for general use
Evidence room	1	1	1	T x 2 S x 1	
Store room	1			S x 1	
Mother room	1		1	S x 1	
Waiting area	1			S x 1	
FIT room	1	4	1	T x 2	
Library	4	2	1	T x 2	assuming there are FOUR benches in library
Pantry/Collaboration Area	2		1	T x 4	for Water Machine/Fridge/Microwave Oven/Coffee Machine/Spare
Subtotal		34	17		
Total		207	112		

Number of network sockets / data cables:	207
Number of telephone sockets / telephone cables:	112
Number of inter-rack cables in server room:	207

* T will be installed inside the floor box while S will be normally on the wall or specified locations

** There will be fax lines for facsimile machines at Print Room, Secretary and Evidence Room (not include in the above)

Builder's Work Required for IT Installation



Item	Detail*	Procurement	IT Team Scope of Work (For Reference Only)	General Contractor (GC) Scope of Work	Remark
Structural Cabling	Cable laying, cable tray/conduit installation at general office floor and installation of outlet at workstation/outlet location; install the cabling and conduit	Under main Fit-out contract	Provide GC cabling requirement and specification	Provide Labour & Material to carry out the work	Provide the cabling to the switch
	Connect cable to patch panels and network switches at IT rooms	Under main Fit-out contract	NA	Provide Labour & Material to carry out the work	
	Purchase patch panels	Under main Fit-out contract	NA	Provide Labour & Material to carry out the work	
AV System	TV, speakers, projector and project screen, pre-amp and power amplifier, cabling, mixer, AV rack, Mic/line input module	Under main Fit-out contract	NA	Current AV vendor will be recommended in the tender but not mandatory. Anyhow, this will be done by an AV vendor sub-contracted from the GC. All works included.	
	Reuse existing system	Under main Fit-out contract	NA	AV Vendor from GC will remove, relocate and install at new office	
Access Control System	Access Control & Time Attendance System	Under main Fit-out contract	NA	Security vendor will be recommended in the tender but not mandatory. This will be carried out by a security vendor sub-contracted from the GC. All works included.	
	Module for break glass, release button, power supply, key switch	Under main Fit-out contract	NA	Security vendor will be recommended in the tender but not mandatory to use. This will be carried out by a security vendor sub-contracted from the GC. All works included.	
IP CCTV System	Dome camera, NVR, Smart Switch, cabling installation	Under main Fit-out contract	Provide GC cabling requirement and specification	Security vendor will be recommended in the tender but subject the General Contractor's final decision. This will be carried out by a security vendor sub-contracted from the GC. All works included.	CAT 6 cable to be provided Connect to the switch
Data outlet point	Outlet points at workstations, rooms etc	Under main Fit-out contract	NA	GC will supply and install the outlet and mount onto the wall. For outlet points at furniture/workstation, this will be done by GC/furniture supplier	Outlet points please refer to IT requirements
Power supply	General power supply to equipment	Under main Fit-out contract	NA	GC will supply and install the wirings, outlet and mount onto the wall. For outlet points at furniture/workstation, this will be done by GC/furniture supplier	Locations of power outlet will be designed by the GC and confirmed by CC
Telephone System	Reuse	By CC		Provide coordination and conduiting work	
	Supply and install	By CC		-	

Builder's Work Required for IT Installation



Item	Detail*	Procurement	IT Team Scope of Work (For Reference Only)	General Contractor (GC) Scope of Work	Remark
Copier	Relocate	By Local Facilities Team (CC)	-	-	
Air conditioning in IT Room	Design (Floor cooling system)	Under main Fit-out contract	Provide heat load of IT equipment in server room Standard and specification of floor cooling system	GC will install the floor cooling system under MEP consultant instruction	GC will supply and install the raise floor
	Supply and install	Under main Fit-out contract		Provide Labour & Material to carry out the work	
Server Rack	Supply and install	Under main Fit-out contract		Provide Labour & Material to carry out the work	
UPS System	Reuse (30 minutes with 45KVA 3phase in 2)	Installation under main Fit-out contract		Provide necessary equipment wirings and setup (detail termination point to be confirmed) Temperary UPS during construction period	
Essential Backup Power Supply	Provided by Building Management, but to be connected by the Contractor	Under main Fit-out contract	Connect to essential backup power supply point completed by GC	GC will install necessary wirings, equipment up to a power supply outlet. GC will not connect to the IT system	
TV connection	Procurement and coordination	Under IT (CC)		NA	
Lead-in cable	Procurement and coordination	Under IT (CC)	Procurement, advise cable termination point		
	Supply conduit	Under main Fit-out contract	NA	Provide Labour & Material to lay conduit for the cable	
	Connection and cable laying by service provider	-	Coordination		Approximate 90 days before move-in to start procurement for new network carrier and private lease line
Fire Services System for Server Room	FM200	Under main Fit-out contract		GC to supply and install	
Fire Services System for IDF Room	Sprinkler system	Under main Fit-out contract		GC to supply and install	
Wireless Access Point	Supply and install mount for WAP on ceiling (10 locations)	Under main Fit-out contract	Installation of router	Provide Labour & Material to construct metal mount for router	

- ◆ Please include the above General Contractor Scope of Work in your tender



Building Services Requirement

General Areas A/C requirement



- ◆ Central air conditioning (VAV system) during office hours for areas other than server room
- ◆ Connection to the existing VAV boxes, ductwork system complete with insulation, supply and return grilles, temperature controllers will be installed.
- ◆ Add and/or re-locate VAV boxes, light fitting diffuser, ductwork system connection complete with insulation, supply and return grilles, temperature controllers will be installed to suit the new layout.
- ◆ The supply air temperature of VAV system is 16 deg. C
- ◆ Perform air balancing for the A/C system
- ◆ Each room shall be provided with at least one VAV box
- ◆ The Forensic IT Room does not need CRAC unit, but it needs both the VAV air-conditioning system and **on-demand** 24 hour air-conditioning (FCUs teed to the 24 hour chilled water supply). Energy meter will be provided to record the chilled water energy consumption.
- ◆ The supply cost of the additional VAV box from the Landlord:-

• TROX SP-TV-B-C/8 VAV box (without controller/ without thermostat)	\$2,250 per unit
• Supply controller of VAV box	\$7,600 per unit
• Supply thermostat of VAV box	\$1,040 per unit

Server Room A/C requirement



- ◆ 24 hour air-conditioning in server room and Forensic IT room.
- ◆ Chilled water risers to Server Room will be provided by extending from the existing risers of 50mm diameter with Supply Temp.:7-8°C and Return Temp.:12-13°C.
- ◆ Energy meters will be provided for server room and forensic IT room to record the chilled water energy consumption.
- ◆ Chilled water type down flow CRAC units (11RTon each unit) in groups of N+1 configuration will be provided to maintain average room temperature of 20+/-2 deg. C and 50+/-10% RH.
- ◆ The CRAC units will be provided to cater for total 6 nos. relocated UPS load and the racks in the server room.
- ◆ Monitoring system shall be provided for stoppage of chilled water and CRAC units respectively.

Server Room A/C requirement



- ◆ VAC control for CRAC units shall be provided and the CRAC units will be fire tripped in the same fire compartment when any 2 smoke detectors of AFA system are actuated.
- ◆ The down flow air distribution to IT rack area will be through volume control perforated panel on raised floor with 400mm height and supply to each IT rack.
- ◆ Room temperature and humidity sensors will be provided at high level in server room to provide high temperature and high humidity alarm.
- ◆ Condensate drain from CRAC system will be either direct discharge to rain water pipes or collected by sump and pump system and discharge to toilet drain point.
- ◆ The CRAC units will be interlocked and fire tripped during fire situation to comply with HKFSD VAC control requirement.

Server Room A/C requirement



- ◆ Supply and install motorised fire damper
- ◆ Thermal insulation under raised floor and the above the false ceiling.
- ◆ Pressure test for new chilled water pipe (for Forensic IT Room as well)
- ◆ Chemical flushing for new chilled water pipe c/w water analysis report

Exhaust Air System



- ◆ Exhaust fans will be installed for server room protected by FM200 gas flooding system.
- ◆ The motorized fire and smoke dampers in normal closed position will be provided for FM200 exhaust air duct. After the actuation of the FM200 gas, exhaust fan and respective dampers can be activated by using the manual key switch. Power supply for motorised dampers is backed up by UPS power supply.
- ◆ Power supply for the exhaust fan for FM200 system will be backed up by UPS.
- ◆ Make up air fans will be installed to supply make up air to server room. Control of the make up air fan will be interlocked with the corresponding exhaust fan.
- ◆ Exhaust fans will be installed for the pantries with air change of 10.

Fire services requirement



- ◆ The existing automatic sprinkler system (Wet Pipe) will be modified to suit the areas where are not covered by AFA system. Concealed type sprinkler heads will be used.
- ◆ Two nos. additional hose reel, visual fire alarm and manual fire alarm system will be designed and installed to suit layout. Existing hose reel and manual fire alarm system will be modified to suit the revised layout plan
- ◆ Exit signs and directional signs will be installed
- ◆ 5kg CO₂ fire extinguishers will be provided at the plant rooms (the Commission has 4 fire extinguishers currently which can be reused)
- ◆ Provision of FM 200 system in server room (Ceiling void, room space and raised floor void)
- ◆ The FM200 gas flooding systems will be actuated by cross zone (any two) detectors and manual release units. The manual release units will be provided for emergency operation and located outside the protective areas.

Fire services requirement



- ◆ In case of any two smoke detectors are activated within protective area, the related CRAC units, and VAC control equipments within such protective area will be shut down automatically.
- ◆ The power supply to the FM200 gas flooding systems will be backed-up by essential power supply.
- ◆ Installation of smoke detector in server room and connected from new AFA control panel
- ◆ New alarm bells and visual fire alarms will be provided and connected to existing building AFA system in Fire Control Room.
- ◆ The power supply to the AFA system will be back up by UPS.
- ◆ Fulfill all statutory requirements especially in FSD's requirements and the requirements in the Building fitting-out guide or comments from the Property Manager.
- ◆ Include all necessary testing and commissioning, prepare all certificates, e.g. 314A and FS251, that required to be submitted to relevant Government Department especially FSD and obtain their approval.

Plumbing and Drainage System requirement



- ◆ Water leakage detection system will be provided for leakage detection of all CRAC units serving the server room. Alarm signals will be raised for detection of water leakage.
- ◆ Contact with Building Management for any procedure required in plumbing and Drainage System, and comply any requirement as posted by the Building Management.
- ◆ Fulfill all statutory requirement especially in plumbing and drainage system.
- ◆ Include all necessary testing and commissioning, prepare all certificates that required to be submitted to relevant Government Department especially WSD and obtain their approval.
- ◆ Include any necessary submission to Buildings Department that required.
- ◆ Provide plumbing and drainage installations for the Pantry.
- ◆ Supply and install the sump pump and tank for the waste water in the wet pantries and the waste water will be discharged to the existing drainage pipes.

Plumbing and Drainage System requirement



- ◆ Existing plumbing and drainage provisions:
 1. Incoming plumbing pipes - 22mm copper pipe at ceiling void (approximately Grid 5/B and Grid 5/C)
 2. Outgoing drainage pipes - 50mm cast iron pipe at ceiling void (approximately Grid 5/B and Grid 5/C)
 3. Fresh water meter location - B1/F (For reference)

Electrical requirement



- ◆ Normal power supply provision (Landlord) of 200A TPN at EMR Room on 19/F. Provision of main cables and conduit from EMR room to premises.
- ◆ Essential power supply provision (Landlord) of 63A TPN at ELV Room 1 on 19/F. Provision of main cables and conduit from ELV Room 1 to the Server Room.
- ◆ Distribution boards will be installed in the Premises.
- ◆ Provide the UPS power supply according to the Schematics
- ◆ Six nos. existing UPS will be installed at the low level of the IT racks.
- ◆ Four nos. power bars will be installed at the mid level of each IT rack (Total 6 nos.), the power supply of the power bar will be fed from the UPS.
- ◆ Provide lighting (e.g. automatic control, daylight sensor, lighting switch, etc) for all the areas in accordance with the code of Interior lighting published by **the CIBSE and latest BEC regulations**. The lux levels are to be verified before the project completion.
- ◆ Red indicator lamp (or other colour approved by Project Manager) above or beside the door outside all meeting rooms and Mother's Room.

Electrical requirement



- ◆ Distribution boards (details and locations) with 15% spare capacity will be designed and installed in the Premises.
- ◆ Exit sign light and directional sign light with 2 hours self-contained battery shall be provided to clearly indicate all exit routes to the staircase serving the building.
- ◆ Provided power supply for all infrastructure E&M installations, e.g. Electrical system, ELV systems, MVAC systems, FS systems and Plumbing and Drainage systems, FM200 system, security system, AV system and water leakage detection system, electric door bell and press button, etc.
- ◆ About 10% of light fittings will be provided with 2 hours self-contained battery, illumination of escape routes will be designed in accordance with HKFSD regulation.
- ◆ Provide small power and cable containment for the maintenance/cleaning purpose, socket outlets will be provided in all areas including plant room, lift lobby, corridor, meeting room and IT rack area

Electrical requirement



Provide cable containment c/w draw wire (for conduit) but not limit for the following:

- 13A twin socket with conduit
- 13A single socket with conduit
- 13A single socket with conduit for IT
- Conduit point for network data outlet
- Conduit point for telephone/ fax outlet
- Conduits and outlet points for structural cabling all related cabling work will be done by other specific vendor)
- Conduits and outlet points for audio and visual equipment (all related cabling work will be done by other specific vendor)
- Conduit point for security system
- 13A Fuse Spur unit for VAV boxes, security/access control system and door bell
- Conduits and outlet points for access control and security system (all related cabling work will be done by other specific vendor)
- Special floor boxes (3 compartment type)
- Metal trunking for power (above false ceiling)
- Metal trunking for power (under raise floor)

Electrical requirement



- ◆ Fulfill all statutory requirement especially in EMSD's requirements; and fulfill the relevant requirements in building fitting-out guide.
- ◆ Prepare all certificates and submission to relevant Government Department especially EMSD, including WR1 and Form FOC submission.(Building Services)
- ◆ Provide connection to the essential power supply (e.g. server room)
- ◆ Provide non-combustible building service equipment, e.g. cable containment in ceiling void and raised floor void
- ◆ The supply cost of the additional floor box from the Landlord is HK\$1,000.00 per unit.
- ◆ The supply cost of the additional lighting panels from the Landlord:-

Item	Unit rate (HKD)
Lighting panel with 2 x fluorescent tubes	1,300
Lighting panel with 2 x fluorescent tubes with battery	1,500
Lighting panel with 2 x fluorescent tubes with dimmer control	1,650
Lighting panel with 2 x fluorescent tubes with battery with dimmer control	1,900

Earthing requirement



- ◆ New electrical earth terminals shall be provided for the electrical earthing connection and it will be connected to the existing earthing copper tape riser in Switch Rooms.
- ◆ Insulated clean earth terminals will be provided in server room and it will be connected to the existing insulated clean earth copper tape riser in 19/F Switch Room.
- ◆ Provide grounding bar at server room. All of the racks in the server room should be grounded to the grounding bar.

Cable Containments for Telecom Cabling



- ◆ IT Cable containment and trunking are to be installed in the server room.
- ◆ At least 2 nos. of 100x100mm trunking for telecom will be provided from the ELV Room 1 to the server room.
- ◆ At least 1 no. of 100x100mm trunking for telecom will be provided from ELV Room 1 to the Office Area.



- ◆ Access Control System for the Premises is an individual system.
- ◆ CCTV and access control system will be provided.
- ◆ Card reader and local door controller of the access control system shall be completed with individual battery backup.(30 mins)
- ◆ In case of emergency, the door could be released by break glass button.
- ◆ New Security workstation and new CCTV monitor / DVR will be located in security console at the server room and backed up by essential power supply
- ◆ Supply and install AV system.
- ◆ Supply and install CABD system.
- ◆ Supply and install speakers
- ◆ The electric locking device can be readily opened from the inside without the use of a key at all times
- ◆ Upon power failure, the electric locking device shall be released automatically. To facilitate the testing of this function, the device should be fitted with a power on/off switch

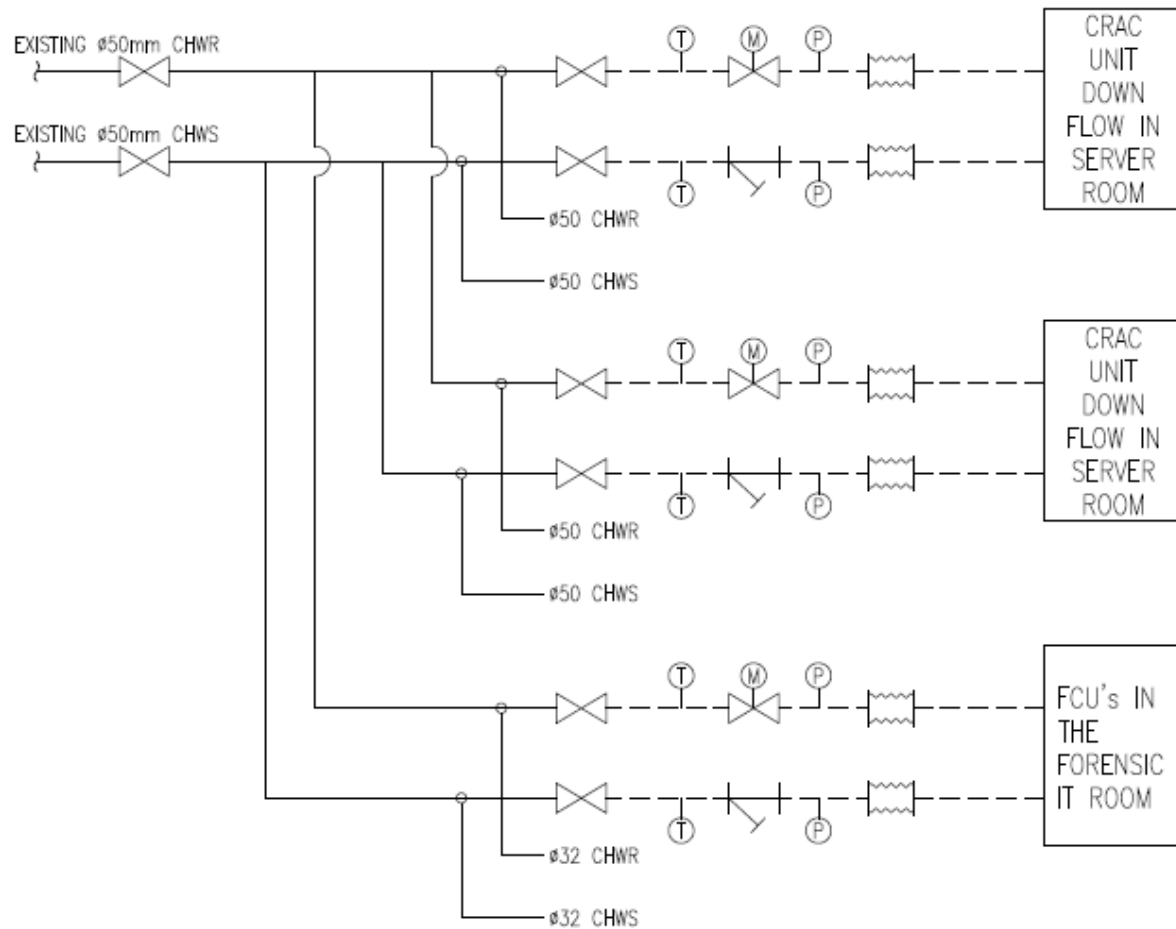
Related Services Fee for Temporary Power Supply During Construction Period









- ◆ Temporary Power Supply during construction stage
- ◆ Temporary MCB board for distribute socket outlets for machinery
- ◆ Temporary Light Fittings
- ◆ Temporary water supply during construction stage



Chilled Water System Schematic Diagram



LEGENDS:

-  GATE VALVE
-  MOTORIZED ON/OFF VALVE
-  STRAINER
-  FLEXIBLE CONNECTOR
-  PRESSURE GAUGE
-  TEMPERATURE GAUGE

BD REF

FSD REF

NOTE:

Authority's/Client's Approval

DRAWING STATUS

Authorized Person



Client

COMPETITION COMMISSION

Project

Title
PROPOSED SCHEMATIC
DIAGRAM FOR CHILLED
WATER SYSTEM

Project No. Scale @ A3 Date JAN 2019 Drawn By WL

Number AC-01 Revision 0



FM200 System Schematic Diagram

FM200 SYSTEM AUTOMATIC & MANUAL OPERATION PROCEDURES

(A) AUTOMATION OPERATION

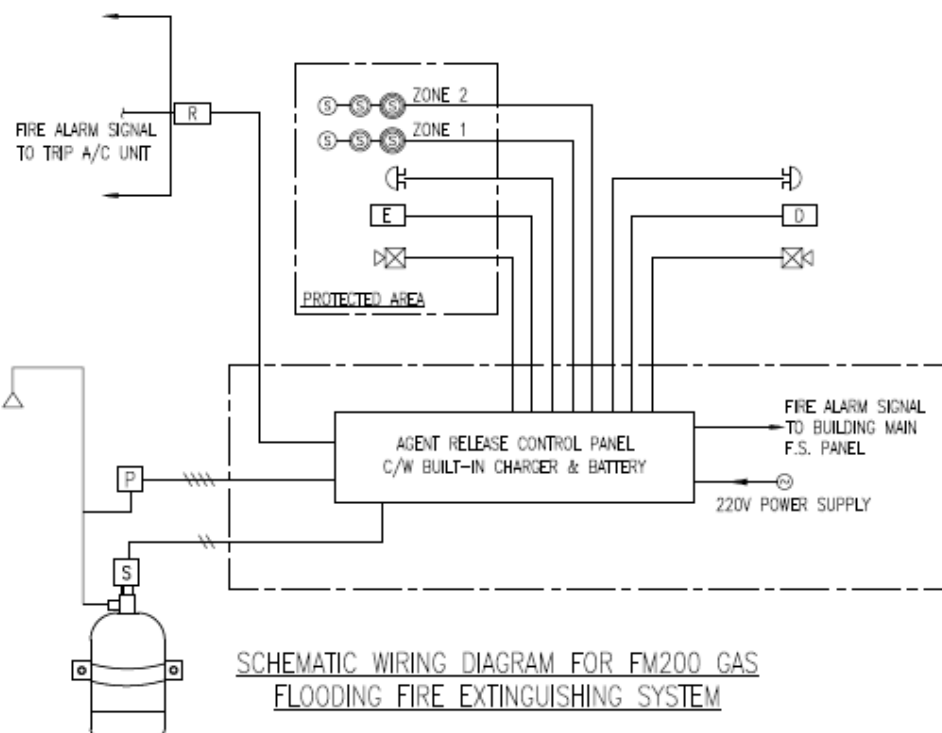
1. WHEN A FIRE SIGNAL FROM EITHER ONE OF THE ZONE 1 OR ZONE 2 DETECTORS OCCURS, THE ALARM BELL WILL BE ACTIVATED THE RED "1ST STAGE" LAMP ON THE RELEASE CONTROL PANEL WILL FLASH AND A FIRE SIGNAL SENT TO MAIN FIRE CONTROL PANEL OF THE BUILDING.
2. WHEN FIRE SIGNALS FROM DETECTOR OF ZONE 1 AND ZONE 2 OCCUR SIMULTANEOUSLY, BOTH THE RED 1ST STAGE AND 2ND STAGE LAMPS WILL FLASH, THE YODAS SOUNDER, FLASHLIGHTS AND ALL THE WARNING LAMPS IN THE PROTECTED ROOM AND AT THE ENTRANCE DOOR WILL BE ACTIVATED, AND CLOSE ALL A/C UNITS TRIPED SIDE THE PROTECTED AREA.
3. 25 TO 30 SECONDS AFTER THE FIRE SIGNAL, THE ELECTRIC ACTUATOR OF THE FM-200 CYLINDER SIMULTANEOUS WILL BE ACTIVATED TO OPEN THE 1ST CYLINDER VALVE FM-200 GAS WILL COMMENCE DISCHARGE THROUGH THE NOZZLES, THE ENTIRE CONTENT FOR THE PROTECTED ROOM WILL BE COMPLETELY DISCHARGED WITHIN 10 SECONDS.
4. "DISCHARGED" SIGNAL WILL BE SHOWN ON THE EXTINGUISHANT RELEASE CONTROL PANEL AND THE MAIN CONTROL PANEL INDICATE FM-200 BEEN DISCHARGED.
5. PRESSING THE "SILENCE ALARMS" SWITCH ON THE EXTINGUISHANT RELEASE CONTROL PANEL CAN RESET ALL ALARM SOUNDERS AND WARNING LAMPS, THE PANEL BUZZER CONTINUE TO BLEEP INTERMITTENTLY, THE RED 1ST AND 2ND STAGE AND DISCHARGED LAMPS WILL STILL BE LATCHED UNTIL THE ENTIRE SYSTEM IS PROPERLY SERVICED.

(A) MANUAL OPERATION MANUAL RELEASE OPERATION (WITH 0-30 SECONDS TIME DELAY FUNCTION)











FM200 DISCHARGE IS BY MEANS OF MANUALLY LIFT UP THE PLASTIC COVER AND PRESS THE RED BUEDON OF ANY EXTINGUISHANT MANUAL RELEASE UNIT AT THE ENTRANCE DOOR TO PROTECTED ROOM. WHEN THE EXTINGUISHANT MANUAL RELEASE UNIT CLASS OF ANY EXTINGUISHANT MANUAL RELEASE IS OPERATED, ITEM 3. 4 OF AUTOMATIC OPERATION WILL TAKE PLACE.

NOTES:

1. FM-200 GAS CAPACITY, GAS CYLINDER SIZE, GAS PIPE SIZE AND NOZZLE SIZE SHALL BE DETERMINED BY SUPPLIER'S COMPUTER CALCULATION.
2. THE SERVER ROOM IS NORMALLY UNMANNED.
3. ONLY THE EXISTING SPRINKLER SYSTEM IN THE SERVER ROOM WILL BE DISMANTLED AND SPRINKLER SYSTEM FOR OTHER AREA WILL REMAIN UNCHANGED.



LEGENDS:

- | | |
|---|--|
|  | "DO NOT ENTRY" FLASHING WARNING SIGN BOX |
|  | "EVACUATE" FLASHING WARNING SIGN BOX |
|  | SIREN |
|  | ALARM BELL |
|  | SMOKE DETECTOR (CEILING VOID) |
|  | SMOKE DETECTOR (MAIN ROOM) |
|  | SMOKE DETECTOR (FLOOR VOID) |
|  | PRESSURE SWITCH |
|  | INTERFACING BOX LOCATED AT THE HIGH LEVEL OF AGENT RELEASE CONTROL PANEL |
|  | GAS DISCHARGE NOZZLE |

REMARKS:
INSTALLATION OF FM200 FIRE EXTINGUISHING SYSTEM WILL BE
IN ACCORDANCE WITH NFPA STANDARD 2001.

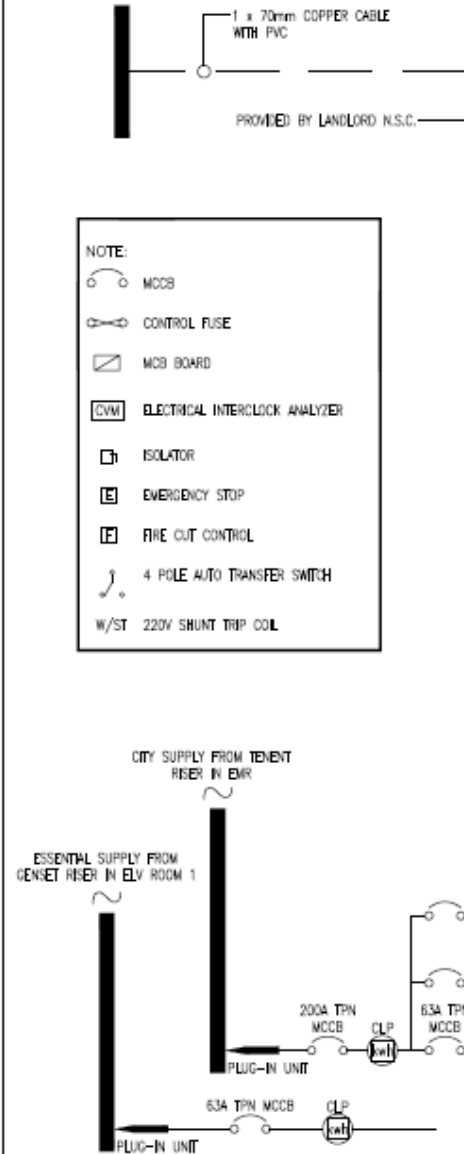
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UPS System Schematic Diagram

METER ROOM

SERVER ROOM

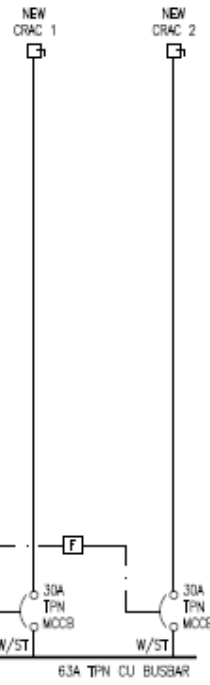


NOTE:

- MCCB
- CONTROL FUSE
- MCC BOARD
- ELECTRICAL INTERLOCK ANALYZER
- ISOLATOR
- EMERGENCY STOP
- FIRE CUT CONTROL
- 4 POLE AUTO TRANSFER SWITCH
- W/ST 220V SHUNT TRIP COIL

CLEAN EARTH BONDING FOR COMPUTER EQUIPMENT USE

	DP SWITCH FOR SERVER 1	DP SWITCH FOR SERVER 2	DP SWITCH FOR SERVER 3	DP SWITCH FOR SERVER 4	DP SWITCH FOR SERVER 5	DP SWITCH FOR SERVER 6	SOCKET OUTLET FOR TELEPHONE SYSTEM	SOCKET OUTLET FOR SERVER ROOM	SOCKET OUTLET FOR SERVER ROOM	LIGHTING FOR SERVER ROOM	LIGHTING FOR SERVER ROOM	FUSE SPUR UNITS FOR A/C PANEL	SPARE	SPARE	FUSE SPUR UNITS FOR SECURITY SYSTEM	FUSE SPUR UNITS FOR F.S. SYSTEM	SPARE	FUSE SPUR UNITS FOR WATER PROOF SYSTEM	SPARE	SPARE	
32	32	32	32	32	32	32	20	32	32	10	10	20	32	32	20	20	20	32			
L1	L2	L3	L1	L2	L3	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
1							3						5		6				8		



BD REF

FSD REF

NOTE:

Authority's/Client's Approval

DRAWING STATUS

Authorized Person

Knight Frank

Client

COMPETITION COMMISSION

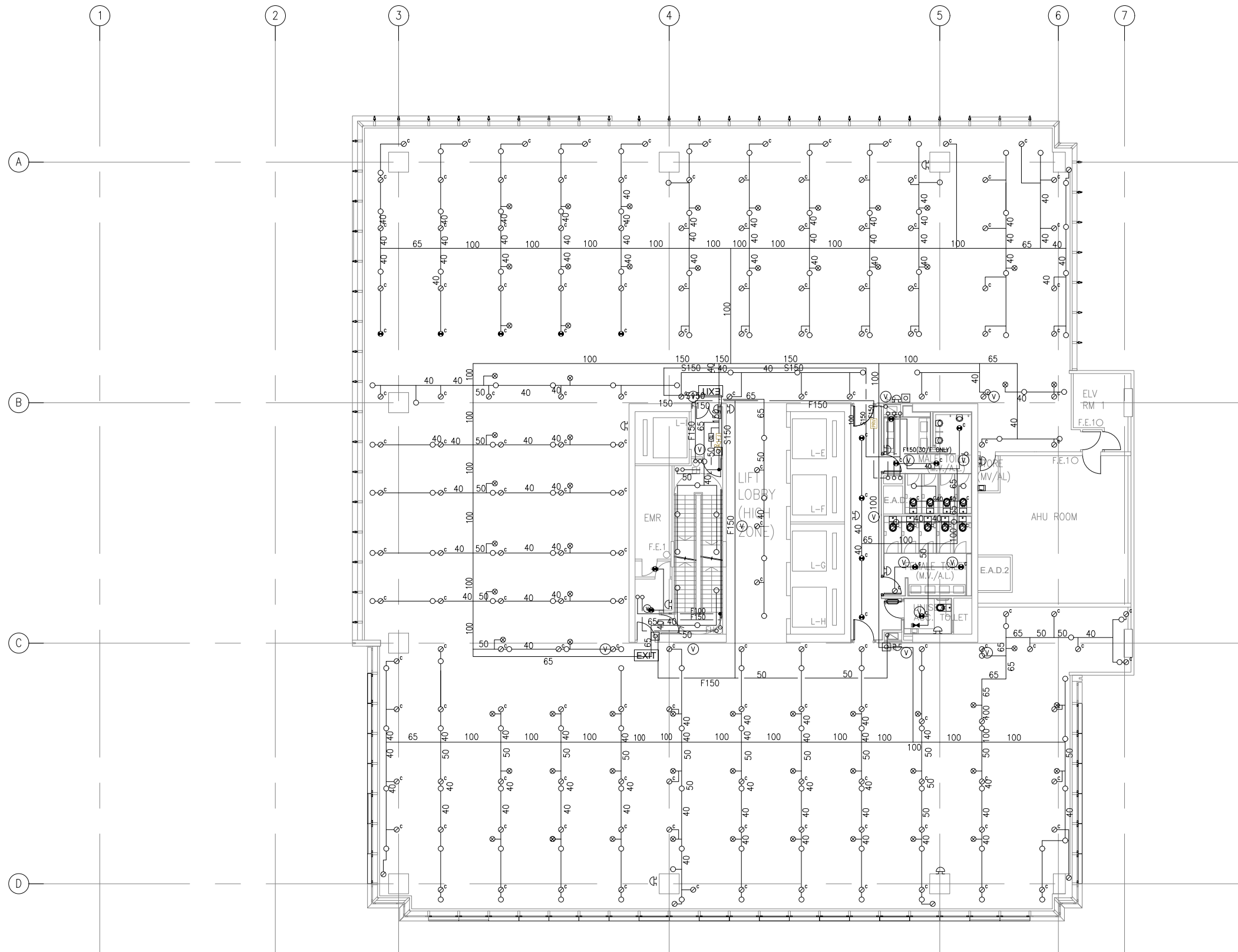
Project


Title
PROPOSED UPS SCHEMATIC DIAGRAM

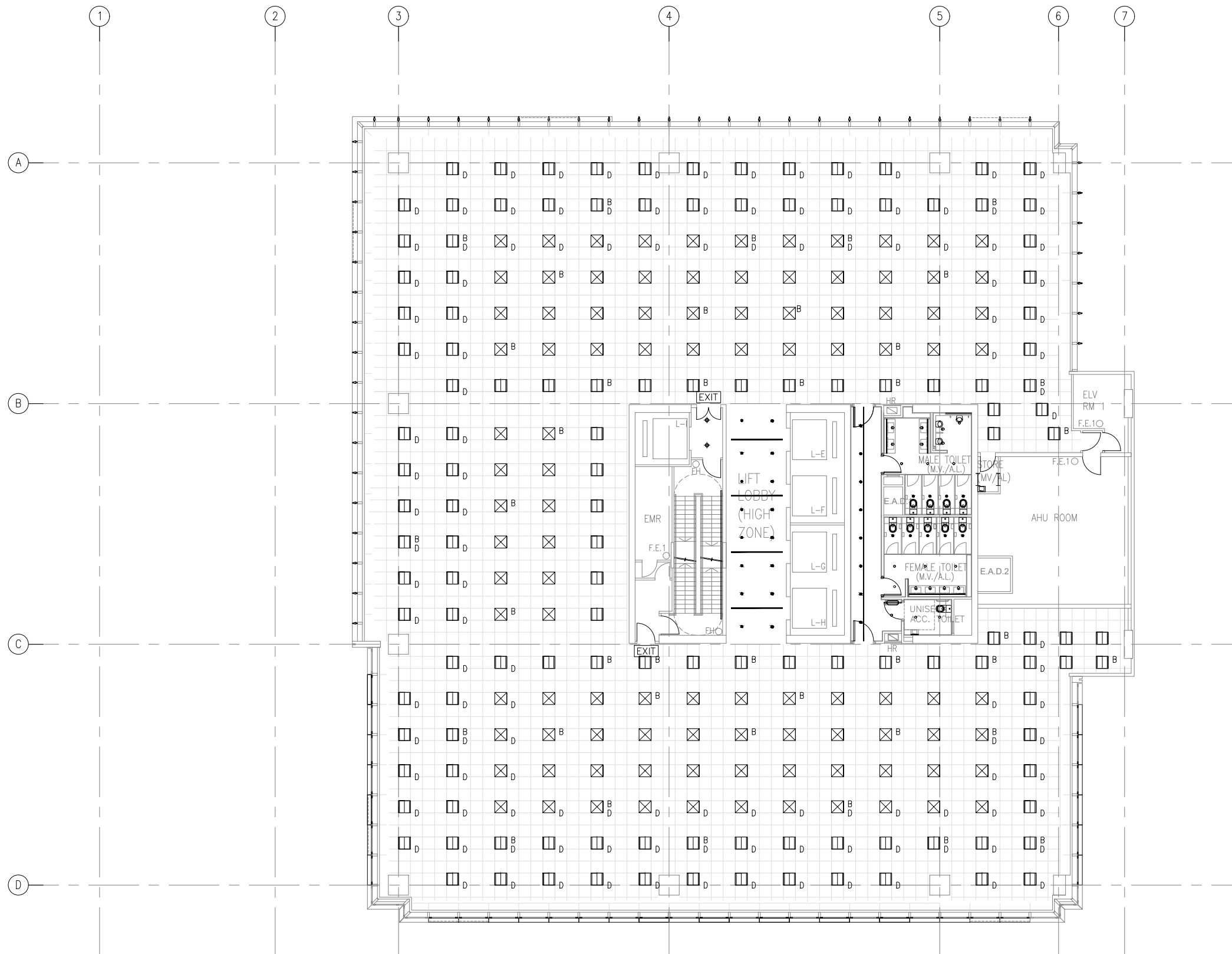
Project No. Scale @ A3 Date JAN 2019 Drawn By WL
Number EL-01 Revision 0




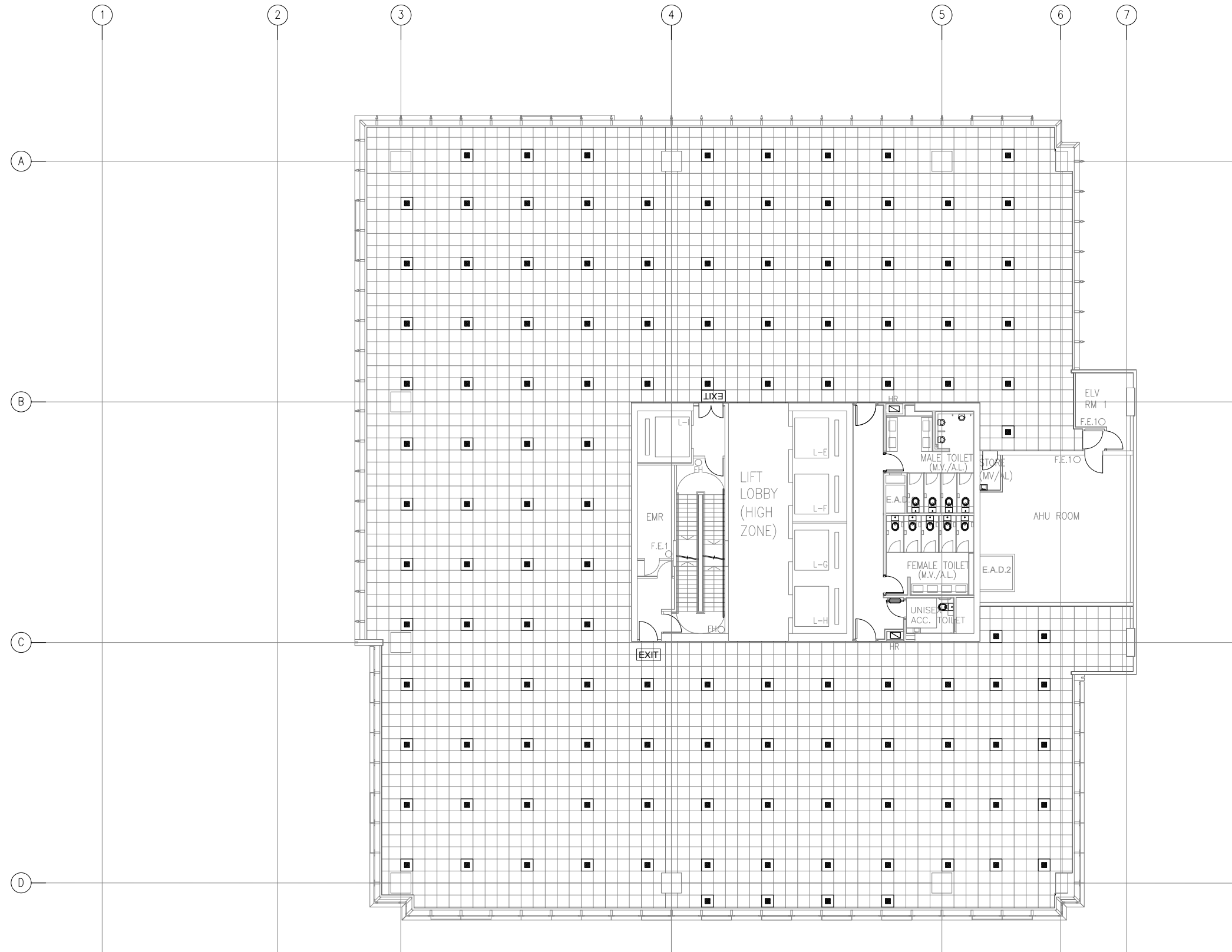
**ANNEX G – Building Services
Layout Plan from Landlord**




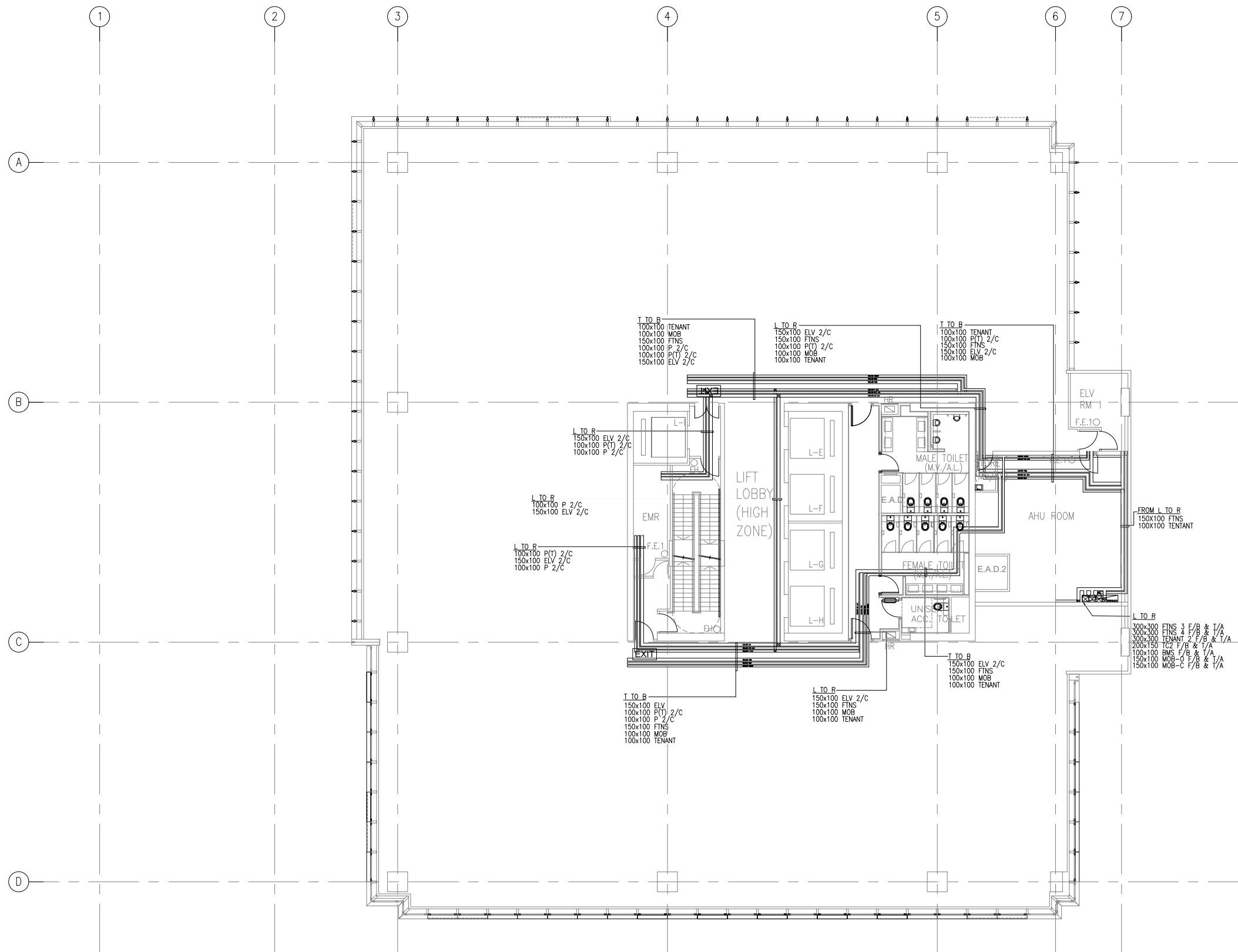
REV.	DATE:	DESCRIPTION:	<div> SWIRE PROPERTIES</div> <div>Swire Properties Management Ltd. Cityplaza Management Office Suite 1601, Cityplaza Four, 12 Taikoo Wan Road Taikoo Shing, Hong Kong</div>	PROJECT/BUILDING : SOUTH ISLAND PLACE		DRAWING NUMBER: SIP-FS19	
				DRAWING TITLE: 19/F FS LAYOUT PLAN	SCALE: NTS	DATE: 14/11/2018	
					DESIGNED BY:	CHECKED BY:	
					DRAWN BY:	APPROVED BY:	



REV.	DATE:	DESCRIPTION:	<div> SWIRE PROPERTIES</div> <div>Swire Properties Management Ltd. Cityplaza Management Office Suite 1601, Cityplaza Four, 12 Taikoo Wan Road Taikoo Shing, Hong Kong</div>	PROJECT/BUILDING : SOUTH ISLAND PLACE		DRAWING NUMBER: SIP-LIG19	
				DRAWING TITLE: 19/F LIGHTING LAYOUT PLAN		SCALE: NTS	DATE: 14/11/2018
				DESIGNED BY:	CHECKED BY:		
				DRAWN BY:	APPROVED BY:		



REV.	DATE:	DESCRIPTION:	<div> SWIRE PROPERTIES</div> <div>Swire Properties Management Ltd. Cityplaza Management Office Suite 1601, Cityplaza Four, 12 Taikoo Wan Road Taikoo Shing, Hong Kong</div>	PROJECT/BUILDING : SOUTH ISLAND PLACE		DRAWING NUMBER: SIP-RF19	
				DRAWING TITLE: 19/F RAISED FLOOR LAYOUT PLAN		SCALE: NTS	DATE: 14/11/2018
						DESIGNED BY:	CHECKED BY:
						DRAWN BY:	APPROVED BY:



REV.	DATE:	DESCRIPTION:

**SWIRE PROPERTIES**

Swire Properties Management Ltd.
Cityplaza Management Office
Suite 1601, Cityplaza Four, 12 Taikoo Wan Road
Taikoo Shing, Hong Kong

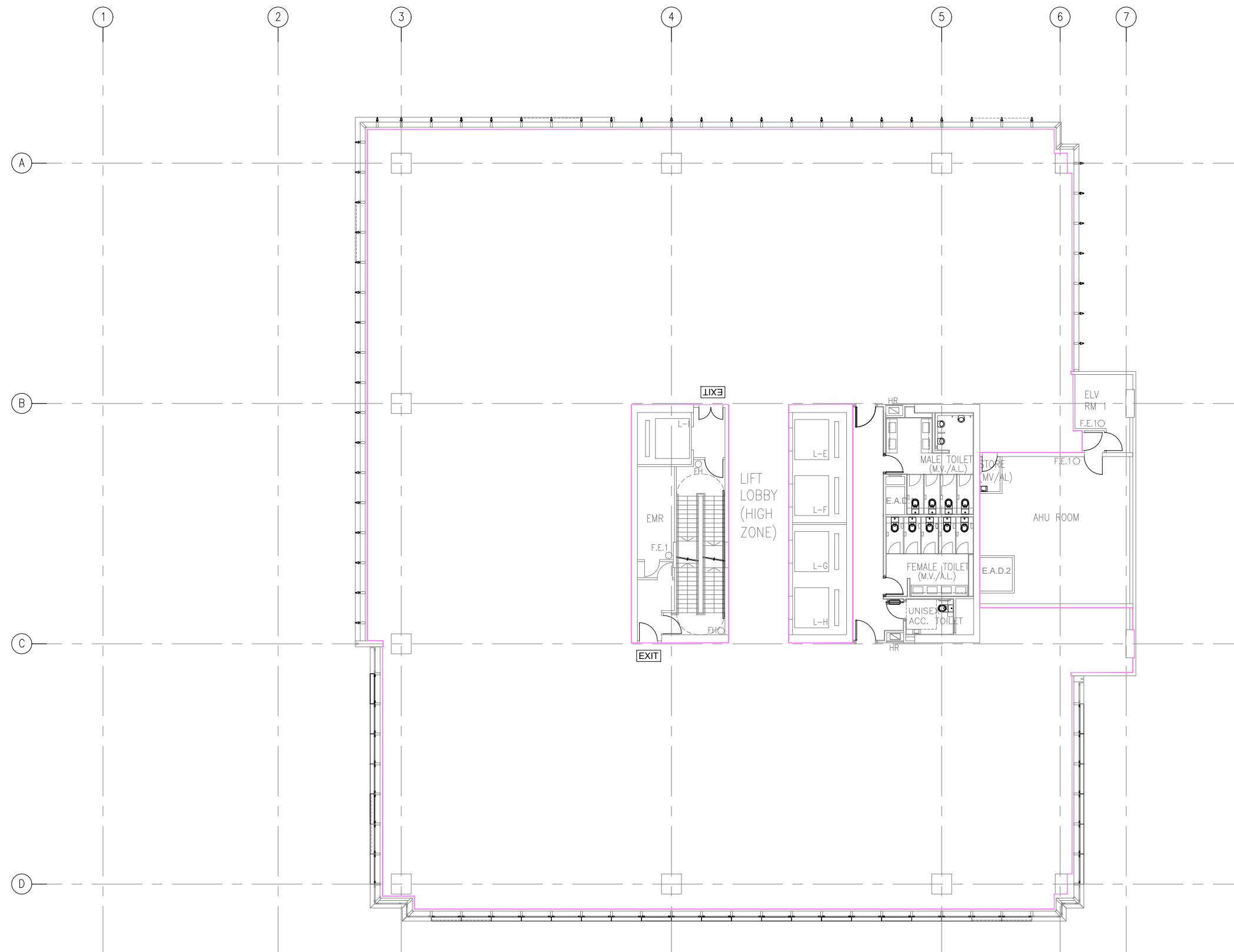
PROJECT/BUILDING :
SOUTH ISLAND PLACE


DRAWING TITLE:
**19/F TYPICAL CABLE CONTAINMENT
LAYOUT PLAN**

DRAWING NUMBER:	
SIP-TCC19	
SCALE: NTS	DATE: 14/11/2018
DESIGNED BY:	CHECKED BY:
DRAWN BY:	APPROVED BY:



**ANNEX H –Building Plan of
Premise from the Landlord**



REV.	DATE:	DESCRIPTION:	<div> SWIRE PROPERTIES</div> <div>Swire Properties Management Ltd. Cityplaza Management Office Suite 1601, Cityplaza Four, 12 Taikoo Wan Road Taikoo Shing, Hong Kong</div>	PROJECT/BUILDING : SOUTH ISLAND PLACE		DRAWING NUMBER: SIP-L19	
				DRAWING TITLE: 19/F LAYOUT PLAN		SCALE: NTS	DATE: 14/11/2018
						DESIGNED BY:	CHECKED BY:
						DRAWN BY:	APPROVED BY:



**ANNEX I – South Island Place –
Tenant's Fit Out Insurance
Policy Brochure**



2018

SOUTH ISLAND PLACE

Tenant's Fit Out Insurance Programme

1. Introduction

In order to protect tenants from suffering from liabilities resulted from accidental property damage or personal injury during their fit out works at South Island Place, all tenants of South Island Place are required to effect and maintain **Construction All Risks and Third Party Liability Insurance (CAR/TPL)** and **Employees' Compensation Insurance (ECI)** in accordance with the insurance provisions under the Tenancy Agreement.

As such, Aon* has set up a South Island Place Tenants' Fit Out Works Insurance Programme ("Programme") to provide a cost effective and tailor-made solution to all the tenants. This Programme is optional, but aims to provide tenants with the following benefits:

- Terms and conditions in compliance with landlord / property manager's insurance requirements;
- Cost optimization through large-scale bulk purchasing schemes;
- Broad insurance coverage with an extensive level of protection;
- Reduction of time and cost otherwise required for unnecessary administration works (obtaining, comparing and negotiating quotations);
- Better and more consistent claims management with simplified administration;

*Aon Hong Kong Limited ("Aon") is the insurance broker appointed by Swire Properties Limited for this Programme.

Who is the Programme for?

This Programme is designed for Tenants of South Island Place and/or their appointed contractors.

What is Covered?

1. Construction All Risks and Third Party Liability (CAR/TPL)

Section 1 - Material Damage

- Property damage to contract works and materials arising out of the fit out works.
- Limit of Indemnity: Up to the contract value but not exceeding HK\$100,000,000 per contract.

Section 2 - Third Party Liability

- Legal liability for third parties' property damage or bodily injury arising out of the fit out works.
- Options for Limit of Indemnity
 - a) HK\$25,000,000 any Event (Contract Value below HK\$10,000,000).
 - b) HK\$50,000,000 any Event (Contract Value HK\$10,000,001 to HK\$50,000,000).
 - c) HK\$75,000,000 any Event (Contract Value HK\$50,000,001 to HK\$100,000,000).

2. Employees' Compensation Insurance (ECI)

To cover liability under the Employees' Compensation Ordinance and Common Law for bodily injuries or death of workers arising out of and in the course of employment, up to a limit of HK\$200,000,000 per event.

Period of Coverage?

- For a Construction Period not exceeding 12 months plus Maintenance or Defects Liability Period up to a maximum of a further 12 months.
- The policy can cover contracts which commence between 1st January 2019 and 31st August 2019. Thereafter, terms and conditions to be reviewed and agreed by the insurer.

Who Provides the Cover?

This Programme is underwritten by **Allied World Assurance Company, Ltd.** ("AWAC") which has a strong insurer financial strength rating of S&P A-.



Further Information

Our dedicated Aon team is available by phone or email to answer any further questions which you might have.

Please contact:

Francis Chu

Assistant Account Manager - Construction, Power & Infrastructure

+852 2862 4296

francis.chu@aon.com

Karen Giao

Associate Director - Construction, Power & Infrastructure

+852 2861 6684

karen.giao@aon.com

Aon Hong Kong Limited

Address: 28/F., Tower 1, 1 Matheson Street, Causeway Bay, Hong Kong

2. Insurance Premium

Premium under this Programme is calculated by applying the applicable Premium Rate to the Contract Value / Award Sum of your Fit Out Works Contract. There are minimum premium levels applicable to each of CAR/TPL and ECI.

CAR/TPL Premium Rate

Contract Value	Below HK\$10,000,000	HK\$10,000,001 to HK\$50,000,000	HK\$50,000,001 to HK\$100,000,000
Premium Rate	0.18%	0.18%	0.168%
Subject to Minimum Premium of HK\$2,500 per Insured Contract			

ECI Premium Rate

Contract Value	Below HK\$10,000,000	HK\$10,000,001 to HK\$50,000,000	HK\$50,000,001 to HK\$100,000,000
Premium Rate	0.50%	0.40%	0.37%
Subject to Minimum Premium of HK\$3,000 per Insured Contract			

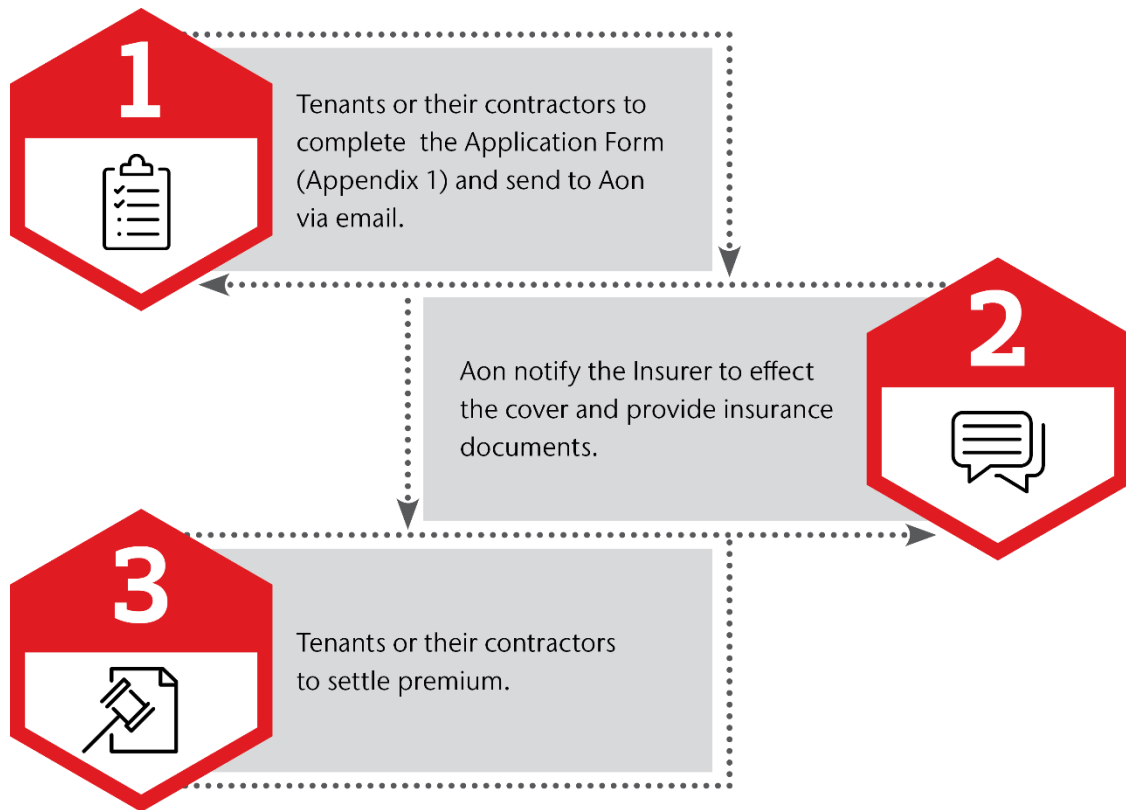
Premium Calculation

- CAR/TPL: Contract Value X Premium Rate + 0.04% Insurance Authority Levy
- ECI: Contract Value X Premium Rate + 10.8% ECI Levies + 0.04% Insurance Authority Levy

Remarks:

- ECI policy is subject to 10.8% ECI Levies
- All policies are subject to 0.04% Insurance Authority (IA) Levy

3. Insurance Application Procedures



4. Summary of Insurance

This is a policy Summary only and does not contain the full terms and conditions of the contract. It does not form part of the contract between you and us. Full terms can be found in the Policy Wording, which is contained within this document.

Construction All Risks and Third Party Liability

Class	Construction All Risks and Third Party Liability Insurance
Insured	<p>(1) All tenants, lessees, licensees or franchisees of Insured (3) as Employer</p> <p>(2) All contractors and/or their sub-contractors of any tier including nominated sub-contractors and/or specialist contractors and/or their sub-contractors of any tier and/or consultants and engineers for their site activities only and/or other parties employed by Insured (1) in connection with carrying out the Insured Contract</p> <p>(3) Hareton Limited as Landlord and/or Swire Properties Management Limited as Property Manager</p> <p>All for their respective rights and interests may appear</p>
Period of Insurance	<p>From 1 January 2019 to 30 August 2019</p> <p>This Policy shall cover all Insured Contract commenced and declared during the above period but subject to a maximum of 12 months Construction Period plus 12 months Maintenance or Defects Liability Period for each Insured Contract.</p> <p>Extensions as required are to be agreed by the Insurer.</p>
Insured Contracts	<p>Tenant's fit out works, interior decoration works, renovation works, internal staircase construction (limited to one floor high staircase only), alteration and addition works at South Island Place, 8-10 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong but excluding installation or dismantling of bamboo scaffolding or working on gondola or swing boat or structural demolition works.</p>
Territorial Limits	<p>Hong Kong Special Administrative Region</p>
Jurisdiction Limit	<p>Hong Kong Special Administrative Region</p>

Class	Construction All Risks and Third Party Liability Insurance								
Coverage	<p>Section 1 – Material Damage</p> <p>The Insurer will indemnify the Insured against all Damage to the Insured Property from any cause whatsoever, unless excluded within this Policy, whilst anywhere within the Territorial Limit and occurring during the Period of Insurance.</p> <p>Insured Property: All permanent and Temporary Works, temporary buildings, camp buildings and all other project buildings and their contents, materials (including free supplied materials or principal supplied materials), spares, office equipment, tools, and all other property or equipment of whatsoever nature or description (excluding contractors plant and equipment), the property of the Insured or that for which they are responsible at the site or elsewhere within the Territorial Limits including whilst in transit or temporarily stored at or away from the site all in connection with the Insured Contract.</p> <p>Section 2 – Third Party Liability</p> <p>The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay by way of compensation or damages arising out of or in respect of:</p> <ol style="list-style-type: none"> 1. Death of or injury to or disease, illness sickness, disability, shock, fright and mental anguish sustained by any person; or 2. Damage to third party property including the loss of use thereof (total or partial); <p>happening within the Territorial Limit during the Period of Insurance and arising out of the course of or in connection with the execution of the Insured Contract.</p> <p>In addition the Insurer will pay in connection with the defense and/or settlement of claims brought against the Insured:</p> <ol style="list-style-type: none"> 1. all costs and expenses of the Insured incurred; 2. the legal fees and costs for representation of the Insured at any coroner's inquest or in any court of summary jurisdiction; 3. all charges, expenses and law costs recoverable from the Insured by claimants. 								
Limits of Indemnity	<p>Section 1 – Material Damage</p> <p>Up to the contract value of each fit out works contract but not exceeding HK\$100,000,000 any one Insured Contract.</p> <p>Section 2 – Third Party Liability</p> <table border="1"> <thead> <tr> <th>Contract Value of the Fit Out Works</th><th>Limit of Indemnity</th></tr> </thead> <tbody> <tr> <td>1. Below HK\$10,000,000</td><td>HK\$25,000,000</td></tr> <tr> <td>2. HK\$10,000,001 to HK\$50,000,000</td><td>HK\$50,000,000</td></tr> <tr> <td>3. HK\$50,000,001 to HK\$100,000,000</td><td>HK\$75,000,000</td></tr> </tbody> </table> <p>any one Event and unlimited in the aggregate but not exceeding HK\$200,000,000 in the aggregate during the Period of Insurance in respect of liability arising from Vibration, Removal or Weakening of Support or Employer/Owner's Property.</p>	Contract Value of the Fit Out Works	Limit of Indemnity	1. Below HK\$10,000,000	HK\$25,000,000	2. HK\$10,000,001 to HK\$50,000,000	HK\$50,000,000	3. HK\$50,000,001 to HK\$100,000,000	HK\$75,000,000
Contract Value of the Fit Out Works	Limit of Indemnity								
1. Below HK\$10,000,000	HK\$25,000,000								
2. HK\$10,000,001 to HK\$50,000,000	HK\$50,000,000								
3. HK\$50,000,001 to HK\$100,000,000	HK\$75,000,000								
Terms and Conditions	<p>As per Aon's Broadform Policy Wording. Cover includes but not limited to:</p> <p>Section 1 – Material Damage</p> <ol style="list-style-type: none"> 1) Debris Removal Clause - Limit: 10% of each Insured Contract Value 								

Class	Construction All Risks and Third Party Liability Insurance
	<ul style="list-style-type: none"> 2) Professional Fees –10% of each Insured Contract Value 3) Automatic Reinstatement of Sum Insured - Limit: HK\$5,000,000 or 20% of contract value whichever is the lesser 4) Escalation Clause – 20% 5) Time Adjustment Clause 6) Free Issue Material 7) Public Authorities Clause 8) Offsite Storage Clause - Limit: HK\$5,000,000 any one location or 10% of contract value whichever is the lesser 9) Offsite Fabrication Clause - Limit: HK\$5,000,000 any one location or 10% of contract value whichever is the lesser 10) Inland Transit - Limit: HK\$5,000,000 any conveyance or 10% of contract value whichever is the lesser 11) Plans and Documents Clause - Limit: HK\$500,000 12) Testing and Commissioning 13) Expediting Expenses – 20% of adjustable loss 14) Interest of Other Parties 15) 50/50 Clause <p>Section 2 – Third Party Liability</p> <ul style="list-style-type: none"> 1) Indemnity to Other Parties Clause 2) Contractual Liabilities 3) Third Parties to the Insured Contract 4) Vibration, Removal or Weakening of Support 5) Special Conditions for Underground Services 6) Extend to cover Employers' Employees Clause 7) Excluding liability to self-employed person(s) and/or sole proprietor(s) 8) Products and Completed Operation Exclusion <p>General Conditions applying to this Policy</p> <ul style="list-style-type: none"> 1) Interpretation 2) Currency Conversion 3) Reasonable Precautions 4) Premium Adjustment 5) Policy Legal Jurisdiction 6) Multiple Insured Clause 7) Primary Insurance 8) Alteration of the Material Facts 9) Waiver of Subrogation 10) Fraudulent Claims 11) Basis of Loss Settlement/Reinstatement Clause

Class	Construction All Risks and Third Party Liability Insurance																																																						
	<div>12) Loss Payee</div> <div>13) Nominated Loss Adjuster Clause – Cunningham Lindsey</div> <div>14) Application of Deductibles Per Event</div> <div>15) Application of Highest Deductible Per Insured Contract</div> <div>16) Mitigation Expenses – Limit: HK\$5,000,000</div> <div>17) Site Visitors and Ceremonies</div> <div>18) Alterations in Material Fact / Errors and Omission</div> <div>19) Payment on Account</div> <div>20) Sanction Clause</div> <div>21) Cancellation / Termination Clause relating to Credit Rating Downgrade</div> <div>22) Non-Cancellation</div> <div>23) Contract (Rights of Third Parties) Ordinance</div> <div>24) Insolvency or Bankruptcy</div> <div>25) Hold Harmless Agreements</div> <div>26) Notices</div>																																																						
Excess	<table><tr><th>Contract Value of the Fit Out Works</th><th>Below HK\$10,000,000</th><th>HK\$10,000,001 to HK\$50,000,000</th><th>to HK\$50,000,001 to HK\$100,000,000</th><th></th></tr><tr><td colspan="5">Section 1: Material Damage</td></tr><tr><td>Water Damage</td><td>HK\$25,000 or 15%*</td><td>HK\$35,000 or 15%*</td><td>HK\$50,000 or 15%*</td><td></td></tr><tr><td>Temporary Works</td><td>HK\$25,000 or 50%*</td><td>HK\$35,000 or 50%*</td><td>HK\$50,000 or 50%*</td><td></td></tr><tr><td>Others</td><td>HK\$25,000</td><td>HK\$35,000</td><td>HK\$50,000</td><td></td></tr><tr><td colspan="5">Section 2: Third Party Liability</td></tr><tr><td><div><div>▪ Water Damage to Third Party Property;</div><div>▪ Damage to Employer’s Property;</div><div>▪ Vibration or Weakening or Removal of Support;</div><div>▪ Underground Services</div></div></td><td></td><td>HK\$25,000 or 15%*</td><td></td><td></td></tr><tr><td>Oil-filled Cables and Optical Fibres</td><td></td><td>HK\$25,000 or 40%*</td><td></td><td></td></tr><tr><td>Other Third Party Property Damage or Bodily Injury</td><td></td><td>HK\$25,000</td><td></td><td></td></tr><tr><td colspan="5">*of the adjusted loss whichever is the greater</td></tr></table>					Contract Value of the Fit Out Works	Below HK\$10,000,000	HK\$10,000,001 to HK\$50,000,000	to HK\$50,000,001 to HK\$100,000,000		Section 1: Material Damage					Water Damage	HK\$25,000 or 15%*	HK\$35,000 or 15%*	HK\$50,000 or 15%*		Temporary Works	HK\$25,000 or 50%*	HK\$35,000 or 50%*	HK\$50,000 or 50%*		Others	HK\$25,000	HK\$35,000	HK\$50,000		Section 2: Third Party Liability					<div><div>▪ Water Damage to Third Party Property;</div><div>▪ Damage to Employer’s Property;</div><div>▪ Vibration or Weakening or Removal of Support;</div><div>▪ Underground Services</div></div>		HK\$25,000 or 15%*			Oil-filled Cables and Optical Fibres		HK\$25,000 or 40%*			Other Third Party Property Damage or Bodily Injury		HK\$25,000			*of the adjusted loss whichever is the greater				
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Premium Rate	0.18%	0.18%	0.168%																																																				



Class	Construction All Risks and Third Party Liability Insurance
	on Contract Value of each Insured Contract and subject to minimum premium HK\$2,500 per Insured Contract plus 0.04% Insurance Authority (IA) Levy
Insurer	Allied World Assurance Company, Ltd.
Capacity	100%

Employees' Compensation Insurance

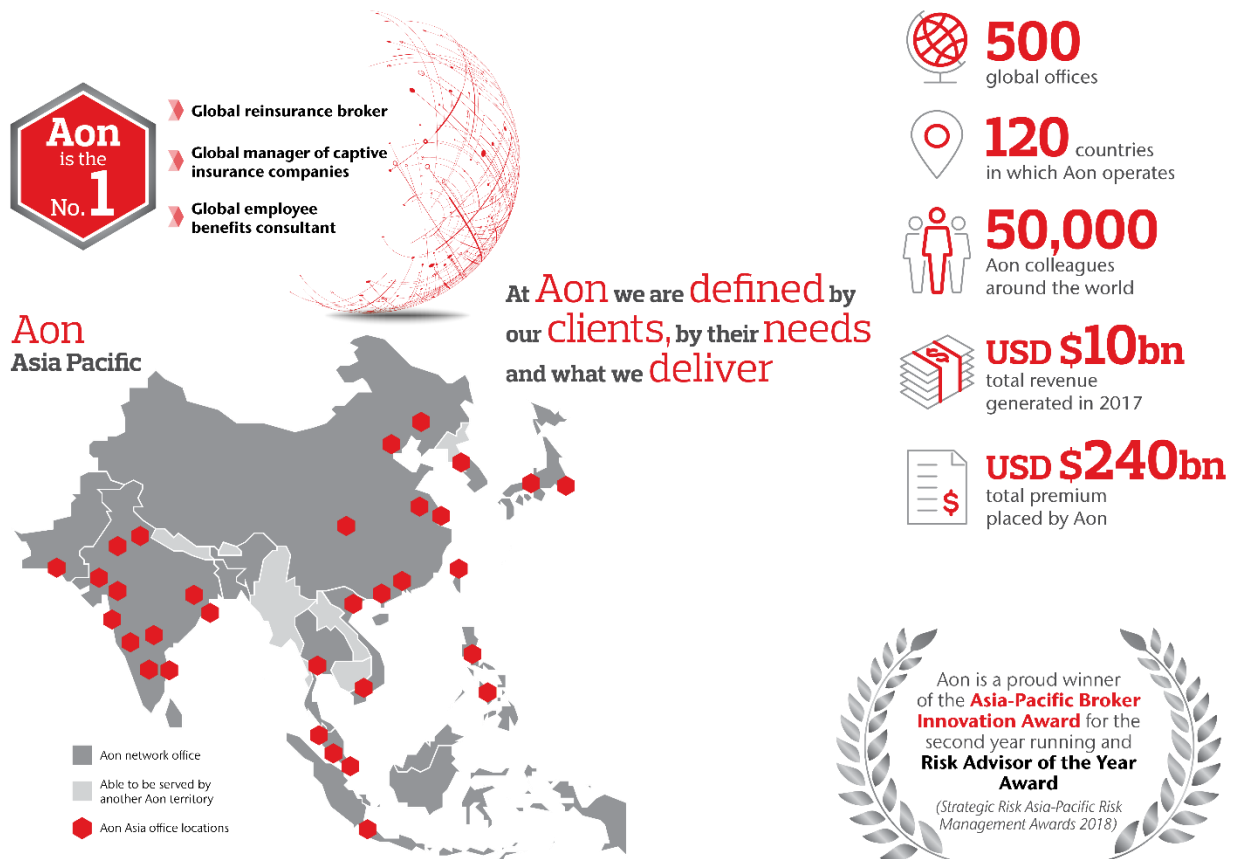
Class	Employees' Compensation Insurance
Insured	<p>(1) All tenants, lessees, licensees or franchisees of Insured (3) as Employer</p> <p>(2) All contractors and/or their sub-contractors of any tier including nominated sub-contractors and/or specialist contractors and/or their sub-contractors of any tier and/or consultants and engineers for their site activities only and/or other parties employed by Insured (1) in connection with carrying out the Insured Contract</p> <p>(3) Hareton Limited as Landlord and/or Swire Properties Management Limited as Property Manager</p> <p>All for their respective rights and interests may appear</p>
Period of Insurance	<p>From 1 January 2019 to 31 August 2019</p> <p>This Policy shall cover all Insured Contract commenced and declared during the above period but subject to a maximum of 12 months Construction Period plus 12 months Maintenance or Defects Liability Period for each Insured Contract.</p> <p>Extensions as required to be agreed by the Insurer.</p>
Insured Contracts	<p>Tenant's fit out works, interior decoration works, renovation works, internal staircase construction (limited to one floor high staircase only), alteration and addition works at South Island Place, 8-10 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong but excluding installation or dismantling of bamboo scaffolding or working on gondola or swing boat or structural demolition works.</p>
Territorial Limit	<p>Anywhere in Hong Kong Special Administrative Region including staff and workers temporarily working outside the Hong Kong Special Administrative Region.</p>
Jurisdiction Limit	<p>Hong Kong Special Administrative Region</p>
Coverage	<p>To indemnify the Insured in respect of all sums which the Insured shall be legally liable to pay as compensation for bodily injuries or death by accident or disease sustained by employees of the Insured and arising out of and in the course of employment, together with all costs and expenses incurred by the Insured, with the Insurers' consent, in defending any claim for compensation or damages.</p>
Insured Employees	<p>All employees of the Insured in connection with the Insured Contracts including employees of nominated sub-contractors and/or specialist contractors and/or their sub-contractors of every tier but this Policy does not insure any employees of:</p> <p>(a) Insured (1) as Employer</p> <p>(b) consultants or sub-consultants directly contracted to the Insured (1)</p> <p>(c) suppliers or sub-suppliers while such employees are involved in the manufacture of the suppliers' proprietary products outside the Contract Site.</p> <p>(d) Insured (3) as Landlord or Property Manager</p>
Limit of Indemnity	<p>In accordance with Employees' Compensation Ordinance and/or Common Law Liability:</p> <ul style="list-style-type: none"> ▪ HK\$200,000,000 any one event / unlimited in the Period of Insurance.
Terms and Conditions	<p>As per Insurers' standard Employees' Compensation Insurance policy wording including but not limited to the following:</p> <p>1) Indemnity to Sub-Contractors (W204)</p>

Class	Employees' Compensation Insurance														
	<div><div>2) Excluded Employees</div><div>3) Witnessing Clause (W348)</div><div>4) Joint Insured Clause (W551)</div><div>5) Extra-ordinary Weather Conditions</div><div>6) Extension of Employees of Named/Nominated Sub-Contractors and Specialist Contractors or Supplier of any tier as declared and included in the calculation of the insurance premium.</div><div>7) Emergency transportation as a result of serious injury (Limit: HK\$100,000 each and every loss)</div><div>8) Emergency Fatality Payment (Limit: HK\$100,000 for each deceased Employee)</div><div>9) Held-Covered Clause</div><div>10) Transit Clause</div><div>11) Primary Insurance Clause</div><div>12) Sports & Sport Activities Clause</div><div>13) Terrorism Facility Agreement Endorsement</div><div>14) Total Asbestos Exclusion Clause</div><div>15) Premium Adjustment</div><div>16) Waiver of Subrogation Rights Against all Joint Insured</div><div>17) Meal and Lunch Time Clause</div><div>18) Cover for Employees Temporarily Working Outside the Hong Kong Special Administrative Region (W527)</div><div>19) Cancellation Clause relating to Credit Rating Downgrade</div><div>20) Excluding self-employed person(s) and sole proprietor(s)</div><div>21) W32 – Excluding works at height over 30 feet</div><div>22) Excluding all escalator and elevator works</div><div>23) Safety Belt Warranty</div><div>24) Excluding liability arising out of or from or in association with illegal structure</div></div>														
Premium Rate	<table><tr><td>Contract Value of the Fit Out Works</td><td>Below HK\$10,000,000</td><td>HK\$10,000,001 to HK\$50,000,000</td><td>to HK\$50,000,001 to HK\$100,000,000</td><td>to</td></tr><tr><td>Premium Rate</td><td>0.5%</td><td>0.4%</td><td>0.37%</td><td></td></tr></table>					Contract Value of the Fit Out Works	Below HK\$10,000,000	HK\$10,000,001 to HK\$50,000,000	to HK\$50,000,001 to HK\$100,000,000	to	Premium Rate	0.5%	0.4%	0.37%	
Contract Value of the Fit Out Works	Below HK\$10,000,000	HK\$10,000,001 to HK\$50,000,000	to HK\$50,000,001 to HK\$100,000,000	to											
Premium Rate	0.5%	0.4%	0.37%												
on Contract Value of each Insured Contract and subject to minimum premium HK\$3,000 per Insured Contract plus 10.8% ECI Levies plus 0.04% Insurance Authority (IA) Levy															
Insurer	Allied World Assurance Company, Ltd.														
Capacity	100%														

5. About Aon

Aon plc (NYSE:AON) is a leading global professional services firm providing a broad range of risk, retirement and health solutions enable by data & analytics. Aon delivers its technical expertise locally through colleagues worldwide.

Through its dedicated colleagues worldwide, Aon unites to empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance. Aon has been named repeatedly as the world's best broker, best insurance intermediary, reinsurance intermediary, captives manager and best employee benefits consulting firm by multiple industry sources.



Every Aon office is a full service broker. Aon's global headquarters are based in London, UK.

Disclaimer

This is an optional insurance programme and is not a recommendation or request from Swire Properties Limited (“Swire”).

Swire are not involved in the sale process of and do not receive any fee / commission under the insurance programme. Tenants are free to apply for the insurance products at their own discretion. For the avoidance of doubt, an application for and/or the participation in the insurance programme will not constitute a waiver by Swire of its rights or remedies under the relevant tenancy or licence agreement. Furthermore, Swire will not be responsible for any claims, costs, expenses, litigations, loss or damages arising out of or in connection with the insurance programme, including but not limited to the adequacy of the policy coverage, claims handling or any disputes among the tenants, insurance company and insurance broker.

Aon Hong Kong Limited
28/F Tower 1, Times Square
Causeway Bay
Hong Kong
www.aon.com

Registered office: 28/F Tower 1, 1 Matheson Street, Causeway Bay, Hong Kong

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**ANNEX I1 – South Island Place –
Tenant's Fit Out Insurance
Application Form**

SOUTH ISLAND PLACE

Tenants' Fit Out Works Insurance Programme Application Form



To enrol this insurance program, please complete this Application Form and send to below email at least 2 working days prior to date for commencement of fit out works:

Francis Chu francis.chu@aon.com Tel.: 2862 4296
Karen Giao karen.giao@aon.com Tel.: 2861 6684

A) Applicant Details

1)	Name of Tenant / Employer:	
2)	Name of Main Contractor:	
3)	Contact Person:	
4)	Telephone:	
5)	Email:	
6)	Correspondence Address:	

B) Contract Details

1)	Construction Period (Max. 12 months): Maintenance / Defects Liability Period (Max. 12 months):	From: _____ To: _____ months
2)	Estimated Contract Value (HK\$):	
3)	Location of Contract Works:	, South Island Place, 8-10 Wong Chuk Hang Road
4)	Does the contract involve Bamboo Scaffolding Works?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5)	Does the contractor hire Self-Employed Persons?	<input type="checkbox"/> Yes <input type="checkbox"/> No

C) Class of Insurance Required

(Please tick the appropriate box below)

1) Construction All Risks and Third Party Liability Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No		
Estimated Contract Value	TPL Limit (any one Event)	Premium Rate*
i) Below HK\$10M	HK\$25M	0.180%
ii) HK\$10M to HK\$50M	HK\$50M	0.180%
iii) HK\$50M to HK\$75M	HK\$75M	0.168%
*Subject to Minimum Premium of HK\$2,500 per Insured Contract		
2) Employees' Compensation Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No		
Estimated Contract Value		Premium Rate^
i) Below HK\$10M		0.500%
ii) HK\$10M to HK\$50M		0.400%
iii) HK\$50M to HK\$75M		0.370%
^Subject to Minimum Premium of HK\$3,000 per Insured Contract		

Signature of the Applicant

Date

Important Note:

- We would like to draw to your attention to the necessity for all material information to be disclosed when seeking a new insurance and when renewing an existing policy. Material information is that which might influence the insurer or reinsurer in deciding whether or not to accept the risk, what the terms should be or what premiums to charge. Failure to do so may render the insurance or reinsurance voidable from inception and enable the insurer or reinsurer to repudiate liability in respect of any claim or claims under the policy. If you are in any doubt about whether or not information might fall into this category or whether Aon is aware of all such information, you should contact your Aon representative.
- The applicant understands and acknowledges that Aon ("the Company") is remunerated for its services by the receipt of commission paid by the insurer. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company.
- All services provided by Aon is subject to **Aon Risk Solutions (ASIA) – Terms of Business Agreement – HONG KONG (Version April 2018) as attached.**

require such specialist advices and seek them from appropriate professionals if you do.

21 No responsibility for Work Done by Other Brokers/Service Providers

Unless specifically agreed in writing, we are not responsible for and will not review insurance policies we did not place for you or other work done before we became your insurance broker.

22 Change of Terms of Business

We may, at any time, vary, modify, add to or delete the terms and conditions of these Terms of Business and we will notify you of any such changes within 30 days. If you continue to deal with us in the usual course of business (by providing us with instructions, accepting policy documents from us or otherwise) after receipt of such notification, you will be deemed to have accepted such changes without reservation.

23 Force majeure

We are not liable for failure or delay where it is due to causes outside our reasonable control.

24 Termination and policy cancellation

24.1 Either party can terminate these Terms of Business by providing the other party with 60 days' written notice of termination.

24.2 You agree that:

- we shall have earned the entire remuneration to be earned by us for each annual period (or such other period agreed in writing between us) of the term of these Terms of Business as of the date of commencement of the Services and that such remuneration shall be due and payable to us notwithstanding any termination of the Services and/or these Terms of Business prior to the expiry of the term of these Terms of Business (or as agreed in writing between us);
- we are entitled to retain all our commission, fees and other remuneration in full in the event of any termination of our Services, these Terms of Business and/or any mid-term cancellation of a policy or future downward adjustment of premium, and we will not refund to you any remuneration received by us; and
- the insurer(s) and us are entitled to offset such remuneration from any premium refund you are entitled to.

24.3 In the event that such termination occurs while one or more outstanding claims exist, then unless you have retained us to manage your claims, such claims shall be transferred to you for management from the date of termination unless otherwise agreed in writing.

25 International Trade Sanctions

25.1 Aon follows a global policy regarding compliance with International Trade Sanctions (the "**TS Policy**") including those administered in the United States by the Office of Foreign Asset Control ("**OFAC**"). Compliance with the TS Policy is mandatory for all Aon staff worldwide, and no exceptions to the TS Policy are permitted under any circumstances. In summary, the TS Policy may apply to certain transactions related to Cuba, Syria, Crimea and to a lesser extent Sudan, North Korea, and Myanmar (Burma) (collectively known as "**Restricted Territories**"), restrictions under EU/UK regimes or persons listed by OFAC as Specially Designated Nationals. The Restricted Territories under the TS Policy may be subject to change in line with international trade restrictions.

25.2 If you become aware that the risk you have insured or are proposing to insure through Aon involves a Restricted Territory or Specially Designated National or is subject to EU/UK trade restrictions, you should tell us immediately. Where we become aware that an entire transaction is contrary to the TS Policy, then we may not act. If part of a transaction we have been asked to carry out (or have already carried out) would constitute, or constitutes, a breach of the TS Policy, we may not act with respect to that part, whether it involves a placement, renewal, variation of insurance contract, payment, processing, advising, the handling of a claim or any other service. We will be able to continue to service any other aspects of the account that do not contravene the TS Policy.

26 Foreign Account Tax Compliance Act (FATCA)

26.1 The Foreign Account Tax Compliance Act ("**FATCA**") applies to any insurance placements containing U.S. risk.

26.2 Aon and its licensed affiliates are required to act as withholding agents on any premium payment in-scope under FATCA to non-US insurers where premium payment is remitted by Aon. In such instances, Aon will be responsible for gathering and validating the appropriate US withholding tax certificates, and associated statements and other documentation, from insurers and intermediaries.

26.3 Aon is not required under FATCA to act, and will not act, as withholding agent on any premium payment remitted by you directly to any other party unrelated to Aon, including where premiums are directly paid to insurers and to intermediaries. Where you make these direct payments to parties unrelated to Aon, you will be responsible for all aspects of FATCA compliance.

26.4 If you direct use of an insurer or intermediary that is unable or unwilling to provide its requisite U.S. withholding certificate, and/or any associated statements and other documentation that may be required, to Aon in instances where Aon is to remit premium to that insurer or intermediary, you will be responsible for paying any additional sums so that the mandated FATCA withholdings can be made while concurrently fulfilling your obligation to remit the full premium amounts necessary to effect coverage. Aon will not be responsible for issues arising from Aon withholding 30% of premium payments in connection with its FATCA obligations.

26.5 Aon provides its withholding tax certificate to you via Aon.com as directed to you on invoices. You agree with and accept delivery of such form via Aon.com. You

agree to work with Aon to provide information required to meet its FATCA obligations.

27 Duration

These Terms of Business shall be effective for a period of three years from the date of the Engagement Letter sent to you, and may be renewed at any time for a further three years by us sending to you a further Engagement Letter with applicable Terms of Business.

28 Entire Agreement

These Terms of Business, together with the Engagement Letter, constitute the complete agreement between us with respect to the Services and supersede all prior agreements made between us in relation to the Services and no other duties or obligations will be implied.

29 Dispute resolution and legal proceedings

29.1 Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with these Terms of Business.

29.2 These Terms of Business shall be governed by and construed in accordance with the laws of Hong Kong.

30 Survival of Obligations

Clauses 2, 3, 4, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 of these Terms of Business shall survive the expiry or termination of these Terms of Business.

Aon Risk Solutions (ASIA) – Terms of Business Agreement – HONG KONG

(Version April 2018)

TERMS OF BUSINESS

AON HONG KONG LIMITED 怡安保險顧問有限公司 (“Aon”, “we”, “us”, “our”) aims to provide you with insurance products and services that protect and enhance your business. To help us achieve this, it is important to understand what we do as your insurance broker.

These terms of business (“**Terms of Business**”), together with the Engagement Letter, set out the basis upon which we agree to provide services to you.

These Terms of Business shall apply to you and your Related Parties. You warrant that you have authority to agree and enter into these Terms of Business on behalf of your Related Parties.

For your own benefit and protection you should read these Terms of Business carefully and ensure that you understand each of them. If you have any questions about these Terms of Business please raise them with us immediately.

Dealing with us in the usual course of business (including but not limited to the provision of instructions to us, the acceptance of policy documents from us, the payment of any invoice that we render to you or otherwise) constitutes your acceptance of all of these Terms of Business.

In these Terms of Business:

“**Aon Group**” means the Aon group of entities worldwide, being Aon PLC, our ultimate parent company, and all its subsidiaries, related/associated companies, affiliates as well as joint ventures of such subsidiaries, related/associated companies and affiliates;

“**Engagement Letter**” means the document/email enclosing or referring to these Terms of Business and recording our engagement by you for the purpose of delivering the Services, and as may be amended by you and Aon in writing together with any subsequent document/email that (with the agreement of the parties) supplements or varies the provisions of the first-mentioned document/email;

“**insurance**” includes references to “reinsurance” (as appropriate);

“**insurer**” includes an insurer, reinsurer or underwriting agency; and

“**Related Parties**” means your affiliates (and includes your ultimate parent company, and all its subsidiaries, related/associated companies, as well as joint ventures of such subsidiaries or related/associated companies), your agents and/or natural persons (including employees), that are beneficiaries or recipients of the Services provided by us.

1 Our Services

- 1.1 The services (“**Services**”) that we will provide you are those services which we have agreed in writing with you and such additional services as we may further agree with you in writing from time to time.
- 1.2 We will:
 - (a) perform the Services with reasonable care and skill; and
 - (b) in our dealings with you, comply with all applicable laws and regulations.

2 Information Obligations

- 2.1 You must provide accurate, complete and timely information to enable us to perform the Services and to make a fair presentation of the risk to your insurers. You must comply with your legal duty to disclose all material facts when entering into a contract of insurance. You accept full responsibility for the accuracy of the information provided and appreciate that we will rely on the accuracy and completeness of the information you provide in providing the Services and arranging your insurances. Failure to provide all relevant information as described herein (collectively, “**Relevant Information**”) may prejudice your rights under a contract of insurance.
- 2.2 You must carefully review all documents we give you (including policies and endorsements) and advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.
- 2.3 Should a circumstance, event or loss occur which could result in you making a claim, you should advise us of the details (“**Claims Information**”) as soon as possible and within the time required under your contract of insurance. Failure to advise an insurer of such a circumstance, event or loss could prejudice your rights under your contract of insurance.

3 No insurer guarantee

As your broker, we are not the insurer of any risk and we cannot guarantee the availability or price of insurance for your particular risks. We do not in any way guarantee the solvency of insurers. The final choice of insurer remains with you.

4 No Aon liability for third party intermediaries

If, at your request, an intermediary that is not affiliated with Aon is also used in any way in arranging any insurance you agree as follows:

- Aon has no liability for any failure or refusal by that intermediary to disclose any remuneration;
- Aon has no liability for any act, error or omission by that intermediary or its directors or officers; and
- remuneration earned by that intermediary is separate from and in addition to remuneration earned by any Aon Group entity.

5 Premium and other payments

- 5.1 Unless otherwise agreed in writing, you must pay all premium, fees, charges, our reasonable out of pocket expenses and any other sums to which we are entitled to be paid in respect of the provision of the Services, including any taxes payable on any of the foregoing, before the inception of your insurance policy.

- 5.2 We will advise you if insurers have imposed a premium payment warranty or condition which may give the insurer the right to cancel your insurance policy if you fail to pay within the time specified. Please contact us immediately if you are unable to comply with a premium payment warranty or condition.

6 Incorrect premium calculations

We make every effort to correctly determine the premium and (if applicable) statutory charges that apply to your insurance. However, occasionally errors can occur, for example, where we make an unintentional error or because a third party advises us of the wrong amount. Please note that we retain the right to correct any such error and you agree, to the extent permitted by law, not to hold Aon responsible for any loss you may suffer as a result of the error and its correction.

7 Selected Products

As Asia's leading insurance broker, we have many clients in similar businesses and situations with similar risks, needs and interests. For these groups, we periodically review, select, design and/or develop products which we believe are suited to cater to the general risks, needs and interests of clients falling within these groups (“**Selected Product**”). In each case, we undertake an assessment to ensure that we provide the most appropriate solution for the insured. Therefore, where we believe a Selected Product is suitable for you, we will recommend only that product, rather than survey the market for alternative insurance products. Whilst we believe our Selected Products will, in most cases, offer additional benefits to our selected clients, Aon cannot and does not guarantee that in each and every case, the Selected Product will offer the best possible terms for every client for whom it is selected.

8 Self-Satisfaction of Suitability for Selected Products

You should only apply for and obtain a Selected Product if you decide it is suitable taking into account your own risks and needs. Accordingly, you should consider carefully whether the Selected Product in question is suitable for you. Your agreement to proceed to purchase a Selected Product shall constitute your consent and confirmation that the Selected Product is suitable for your risks and needs and that you understand that the Selected Product is suitable for your risks and needs and that you understand that the Selected Product is designed and selected to suit the general attributes of a particular group to which you belong.

9 Conflicts of interest and confidentiality

9.1 Honesty and fairness

We treat our clients honestly and fairly. In circumstances where conflicts of interest arise, we manage such conflicts so that they do not materially affect the quality of the Services we provide to you. We do this in a variety of ways including the following:

- We maintain clear separation between different parts of our business where association could lead to conflicts arising.
- We strongly promote our values, which include openness, trust, and integrity.
- We have staff dedicated to monitoring compliance.

9.2 Confidential information

We will keep all information received from you confidential, and use it solely for the purpose of performing the Services. However, our confidentiality obligation does not apply:

- where you have given permission for us to disclose the information;
- where disclosure is required to satisfy legal obligations or regulatory requirements;
- where disclosure is reasonably required to carry out the Services (for example providing information to current or prospective insurers);
- where such information is in the public domain; or
- where the information is lawfully in our possession at the time it is communicated to us.

We will put in place such arrangements as we see fit in order to ensure that the confidentiality of the information is maintained.

9.3 Other clients

Provided we keep your information confidential in accordance with these Terms of Business, you agree that we (and any other company in the Aon Group) may act for your competitors and for other clients whose interests are or may be opposed to yours.

In addition, you agree that we will not be under any obligation to disclose to you any information in respect of which we owe a duty of confidentiality to another client.

9.4 Clients involved in competitive situations

We have an extensive client base which means that there are often situations where two or more clients may be competing for the same project or acquisition or one client may be a seller and another client a buyer or bidder.

Where this is or could become the case, we deal with each client in a way that ensures that our service is not in any way impaired and that each client's confidential information is kept strictly confidential. We will put in place such arrangements as we see fit in order to ensure that the confidentiality of your information is maintained.

10 Remuneration

- 10.1 You acknowledge and understand that Aon (and other entities within the Aon Group) may earn and retain remuneration in connection with insurance which we place for you.
- 10.2 Where we are remunerated by commission, the following provision shall apply in respect of insurance transactions undertaken pursuant to these Terms of Business.
- 10.3 Aon (“the Company”) is remunerated for its services by the receipt of commission paid by insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company.

- 10.4 Remuneration to Aon may include commissions paid by insurers based upon factors such as premium volume and underwriting profitability and administrative expense reimbursements and/or fees.
- 10.5 Aon may also charge you fees for placing the insurance for you. Any such fees will be contained in the quotation slip provided to you in respect of the relevant placement.
- 10.6 If you have any queries or require further details in relation to any aspect of our remuneration, please contact your Aon Relationship Manager at any time.

11 Privacy

- 11.1 Aon and you shall each comply with the Personal Data (Privacy) Ordinance (CAP 486) and all other applicable data protection laws. Nothing in this Agreement shall oblige you to disclose personal data to us, during the term of these Terms of Business, if such disclosure would be in breach of any applicable data protection laws.
- 11.2 Aon maintains reasonable administrative, technical, physical and organisational measures to protect and secure any personal data handled under these Terms of Business against unauthorised or accidental access, processing, erasure, loss or use.
- 11.3 We collect, use, disclose and process personal data to offer, provide, manage and administer our and Aon Group's services and products and in accordance with our Privacy Statement. Our services may include, for example, human capital consulting, human resource business process outsourcing, insurance broking, claims management, risk management consulting, other forms of insurance services, employee benefits program administration and investment advisory services. We and the Aon Group also collect personal data to provide you with information of Aon and the Aon Group's products and services, for operational and client relationship management systems, as well as to carry out risk management reviews. Such personal data will be retained by Aon only for as long as necessary for the fulfilment of the purposes (including any directly related purpose) for which the data is or is to be used or as otherwise provided by law.
- 11.4 We may transfer certain personal data to Aon Group entities or service providers (who may be located outside the country where you submitted the personal data) working on our behalf in accordance with applicable law and you agree to such transfers. When we use external service providers to provide services for us, we require them to protect the confidentiality of the personal data they receive from us.
- 11.5 Where it is necessary for us to collect personal data, you agree and consent to us collecting, using, disclosing and processing the personal data you provide us pursuant to our Privacy Statement and for the purposes stated above. You further agree that Aon or the Aon Group may also disclose the personal data you provide us pursuant to law and regulations, as well as court orders or subpoenas that may be received by Aon or the Aon Group. You warrant that you have obtained all necessary consents so that all personal data disclosed by you to us may be collected, used, disclosed and processed by us in accordance with these Terms of Business without further steps by us being required regarding the individual to which the personal data relates. If Aon or the Aon Group is required to provide proof of such consents to other parties, you shall immediately assist us by, among others, providing evidence that you have obtained all necessary consents.
- 11.6 Please contact your Aon Relationship Manager or alternatively visit our website at www.aon.com/about-aon/privacy.jsp to obtain a copy of our Privacy Statement or if you wish to seek access to, or to correct, the personal data we collect, use, disclose or process.

12 Collection and use of corporate client information

- 12.1 Aon gathers data containing information about its corporate clients and their insurance placements, including, but not limited to, names, industry codes, policy types, premium and policy expiration dates, as well as information about the insurance companies that provide coverage to its clients or compete for its clients' insurance placements.
- 12.2 This information is maintained in one or more databases, including Aon's Global Risk Insight Platform (GRIP) and The Benefit Solution (TBS) databases, developed by Aon to help insurance companies strengthen their value proposition to clients, and with a focus on creating distinctive value for clients. In addition to being used to process the affairs of clients in the execution of insurance broking services, these databases may be accessed by Aon affiliates for other purposes. This information may also be provided, for example as part of Aon's GRIP or TBS services, to insurance companies as part of consulting and other services for which members of the Aon Group may earn compensation.
- 12.3 Due to the global nature of services provided by the Aon Group, information you may provide may be transmitted, used, stored and otherwise processed outside the country where you submitted the information.

13 Aon's file retention policy

- 13.1 We hold paperwork and correspondence regarding your risk and insurance matters for at least seven years, or longer if you instruct us to do so in writing. After this period we will arrange for the file to be destroyed. Please note that we will not consult you before destroying this information.
- 13.2 Please tell us in writing before the end of the seven-year period if you want us to keep our files for a longer period. We will extend the time as requested but may charge you a reasonable storage and administration fee.

14 Third parties

- 14.1 Any advice, report or information that we (including any other member(s) of the Aon Group) provide is given solely for your benefit and cannot be given to or relied upon by any third party (including your Related Parties, employees and/or agents in their own capacities and any beneficiaries thereof) without our prior written consent.
- 14.2 The Services are solely for your benefit and nothing herein shall be construed as conferring any rights upon or duties toward any other person or entity (including

your Related Parties, employees and/or agents in their own capacities and any beneficiaries thereof).

- 14.3 If you are obliged to procure insurance to meet a contractual obligation, you must take your own legal advice on whether the insurance that we recommend satisfies that obligation. Aon cannot give such legal advice and you irrevocably warrant that you will not seek or rely upon any advice from Aon on such matters for any purpose at any time.

- 14.4 These Terms of Business do not create or confer any rights or benefits enforceable by any person not a party to it within the meaning of the Contracts (Rights of Third Parties) Ordinance except as expressly provided herein and except entities of Aon Group and persons who are permitted successors or assignees of the rights or benefits of these Terms of Business may enforce such rights or benefits.

15 Limitation of liability

- 15.1 We will provide the Services with reasonable care and skill.
- 15.2 All representations (whether express or implied) and all other implied conditions, warranties and terms as to the provision of the Services are otherwise excluded to the extent permitted by law.
- 15.3 To the extent permitted by law, we and the other entities within the Aon Group will not be responsible or liable for:
- any consequential, incidental, indirect or special damage or loss of any kind;
 - the supply, by you or others on your behalf, of incorrect or incomplete information (including information that we may use to calculate the premiums and other charges relevant to your insurance);
 - the failure by you or others on your behalf to supply appropriate, relevant or timely information, including Relevant Information and Claims Information;
 - a failure by you or others on your behalf to act on our advice or to respond promptly to any communications from us or any insurer; or
 - the default, negligence, or lack of care on the part of any person other than ourselves.
- 15.4 Our liability (including interest and costs) and the liability of all other entities within the Aon Group in respect of any claim howsoever arising, under or in connection with these Terms of Business, the Services or our business relationship, shall be limited (to the extent permitted by law) to **US\$2,500,000** in the total aggregate or such other amount as may be expressly agreed between us in writing.
- 15.5 For the avoidance of doubt, the single total aggregate liability limit of **US\$2,500,000** also applies to (a) claims and liabilities asserted by your Related Parties against Aon; (b) claims and liabilities asserted by your Related Parties against the Aon Group; and (c) claims and liabilities asserted by you against the Aon Group, so that the total of all such claims combined cannot exceed **US\$2,500,000**.
- 15.6 We do not limit our liability in respect of fraud or intentional misconduct by us.
- 15.7 To the fullest extent permitted by law, where any claim or loss arises partly due to an error or omission by us and partly due to an error or omission by you (including one of your Related Parties, employees and/or agents), you will indemnify us for all damage and loss arising from the error or omission by you (including your Related Parties, employees, agents and/or beneficiaries).

16 Intellectual property

- 16.1 We retain current and future rights and title in all copyright, patents, trade marks or rights in databases, inventions or trade secrets, know-how, trade and business names, domain names, marks and devices (whether or not registered) and other proprietary rights relating to intellectual property and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world including without limitation intellectual property rights in our knowledge, ideas, concepts, materials, programmes, documentation, models, studies and methodologies and technology used, acquired or developed in the course of providing the Services ("Intellectual Property Rights").
- 16.2 You acknowledge that we are in the business of providing similar services to other clients and that we may be utilising the Intellectual Property Rights in servicing other clients. Notwithstanding the foregoing, we will keep your confidential information confidential in accordance with these Terms of Business.

17 Reviewing Documents

You are responsible for reviewing all contract documents, endorsements and other insurance documents. You must notify us as soon as possible of anything that you believe is not in accordance with your instructions or coverage needs.

18 Coverage Summaries

When we provide coverage summaries or reports, these are for your information only. Coverage summaries and reports (however called) do not include all relevant terms of your insurance cover. You should always review the actual insurance contract documents. We do not provide any translations of insurance contracts and/or documents. Any translations will attract an additional fee and we will not be liable for the accuracy or completeness or appropriateness of any translations we agree to procure or provide. Any translations provided by us are for your reference and information only.

19 Selecting Sums and Limits

You are responsible for selecting and checking sums insured, contract terms and contract limits. You must ensure that these are sufficient to meet your requirements. You must let us know in writing if you would like to increase or modify your insurance cover in any way.

20 No Legal Advice

We are not responsible for providing or recommending any legal, accounting, taxation, regulatory, or other specialist advices. You must assess whether you



**ANNEX J – Non-collusive
Quotation Certificate**

Non-Collusive Tendering Certificate

To: Competition Commission

Dear Sir/ Madam,

1. We, (name(s) of Service Provider(s) _____ of (address(es) of Service Provider(s) _____) refer to the Tender for the Design and Build Fitting-out Services at 19/F South Island Place, Wong Chuk Hang, Hong Kong ("Tender") and our Proposal (as defined in the Tender) in relation to the Tender.

Non-collusion

2. We represent and warrant that in relation to the Tender:
 - (a) Our Proposal was developed genuinely, independently and made with the intention to perform the Contract (as defined in the Tender) if our Proposal is accepted by the Commission;
 - (b) Our Proposal was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Service Provider or competitor) regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) an intention or decision to submit, or not submit, a Proposal;
 - (iv) an intention or decision to withdraw a Proposal;
 - (v) the submission of a Proposal that does not conform with the requirements of the Tender;
 - (vi) the quality, quantity, specifications or delivery particulars of the products or services to which this Tender relates; and
 - (vii) the terms of the Proposal,and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.
3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
 - (a) the Commission;
 - (b) a joint venture partner, where joint venture arrangements relevant to the Proposal exist and which are notified to the Commission;
 - (c) consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

- (d) professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
- (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
- (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

Disclosure of subcontracting

- 4. We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the Commission including those which are entered into after we receive a Letter of Acceptance from the Commission. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Commission.
- 5. We understand that that the Commission is entitled to require us to disclose details regarding our shareholders or parent companies, or any other related, associated or controlling entities, to the Commission. We agree to disclose such details to the Commission if so requested.

Consequences of breach or non-compliance

- 6. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Commission may, at its discretion, invalidate our Proposal, exclude us from the Commission's future tenders, or tender exercises, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of reissuing a request for tender and other costs incurred), and/or (in the event that our Proposal is accepted by the Commission) terminate the Contract.

Signed for and on behalf of the (Service Provider) _____ :

Full Name: _____

Title: _____

Signature: _____

Date: _____



**ANNEX K – Litigation
Disclosure**

Litigation Disclosure

Failure to fully and truthfully disclose the information required in this Litigation Disclosure may result in the disqualification of your Tender from consideration or termination of the Contract, once awarded.

1. Please indicate whether any of the following events have occurred in the last three (3) years with respect to your company or any subcontractor to be assigned to the Works. If any of your answers is 'yes', please provide full details of the relevant events.
 - a. whether a petition is presented or a proceeding is commenced which has not been withdrawn as at the Tender Closing Date or an order is made or a resolution is passed for the winding up or bankruptcy of your company or any subcontractor to be assigned to the Works;
☐ YES ☐ NO
 - b. whether your company or any subcontractor to be assigned to the Works was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
☐ YES ☐ NO
 - c. whether your company or any subcontractor to be assigned to the Works was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to your company or subcontractor, which directly arose from activities conducted by the business unit or corporate division of your company or your subcontractor to be assigned to this engagement which submitted a tender or proposal for the subject services. If so please explain.
☐ YES ☐ NO
2. Have you or any staff of your company to be assigned to the Project been terminated (for cause or otherwise) from any work being performed for the Government or other statutory body?
☐ YES ☐ NO
3. Have you or any staff of your company to be assigned to the Project been involved in any claim or litigation during the last three (3) years?
☐ YES ☐ NO
4. Have you or any staff of your company to be assigned to the Project been notified within the three (3) years preceding the date of this tender that any of them are the target of an investigation or civil enforcement proceeding?
☐ YES ☐ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment,

conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Tender.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. However, for purposes of clarity, Tenderer should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond to and comply with all information requested and fully answer all questions requested by the Commission. Such disclosure must be submitted at the time of Tender submission and included as a part of the Tender submitted for the Works. Disclosure is required for Tenderers, joint venture partners and subcontractors.

Failure to provide required disclosure, submit any officially signed and notarized documents or respond to any and all information requested/required by the Commission may result in the Tender declared as being non-compliant. This Litigation Disclosure must be completed and included as a part of the Tender with all other required documents.

I declare that I have examined this Litigation Disclosure questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

Signed for and on behalf of (Tenderer):

Full Name: _____

Title: _____

Signature: _____

Date: _____