

PART 1

Terms of Quotation

1. Invitation to Quotation

The Quotation is invited for the execution of the whole (or any part) of the Services more particularly set out in the Particular Specification in Part 3 and in accordance with the Terms of Quotation, the Terms of Quotation (Supplement) in Appendix 1, the information provided in Appendices 2, 3, 4, 5 and 6, the General Conditions set out in Part 2 hereof, the Special Conditions of Contract set out in Part 4.

2. Quotation

- (a) The Quotation relates to the execution of all (or any part) of the Services during the contract period as specified in the Schedule of the Particular Specification set out in Part 3.
- (b) The Particular Specification and the Schedule issued with the Quotation must not be altered by the Tenderer. Any modification of the Particular Specification and/or the Schedule considered necessary by the Tenderer shall be the subject of a separate letter accompanying the Quotation. Figures shall not be altered or erased; any alteration shall be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments shall be initialled by the Tenderer in ink.
- (c) The Quotation is to be submitted in **duplicate** and is to be completed in ink or typescript. Otherwise, the Quotation may not be considered.
- (d) The Quotation may not be considered if incomplete information is given or if any particulars and data asked for in the Particular Specification and the Schedule are not furnished in full.

3. Quotation to Remain Open

- (a) The Quotation shall, unless otherwise indicated by the Tenderer, remain open for not less than 90 days after the Quotation Closing Date. If the Tenderer is unable to comply with this requirement, he must clearly state the period for which the Quotation is valid for acceptance below. If before the expiry of the agreed validity period the Tenderer's offer is withdrawn, due notice will be taken of his action and this may well prejudice his future standing as a service provider.

"Our offer will remain valid for a period of _____ days from the Quotation Closing Date."

Authorised Signature: _____

Name in Block Letter: _____

Name of the Tenderer: _____

Company Chop: _____

- (b) Quotation Closing Date and Time

The Quotation must be submitted before the Quotation Closing Date and Time (Hong Kong time). Late quotation will not be considered.

- (c) Quotation Closing Date and Time Extension in case of Rainstorm/Typhoon

In case a black rainstorm warning or typhoon signal No. 8 or above is in force for any duration between 9:00 am (Hong Kong time) and 12:00 noon (Hong Kong time), the Quotation Closing Time will be extended to 12:00 noon (Hong Kong time) on the next weekday (i.e. except Saturday and Sunday) other than public holiday.

4. Charges

- (a) The charges to be quoted by the Tenderer shall be in Hong Kong dollars. Prices quoted in foreign currency will not be considered. Such charges shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Tenderer.
- (b) If, at the request of the Tenderer, assistance of any Centre staff is provided after normal working hours (i.e. Mondays to Fridays, inclusive, 9:00 am to 6:00 pm; Saturdays, Sundays and public holidays excluded), the Tenderer will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Centre staff directly engaged in such assistance.
- (c) Price quoted

It will be assumed, unless the Tenderer clearly stipulates otherwise, that his offer will remain valid for the duration of the Contract. Therefore no request for price

variation will be considered. If, however, the Tenderer wishes to submit a conditional offer which contains a price variation clause, he may do so, with clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula shall be clearly stipulated and accepted by the Centre in writing.

(d) **Accuracy of Quotation Prices**

The Tenderer shall make certain the prices quoted are accurate before submitting the Quotation. Under no circumstances will the Centre accept any request for price adjustment on grounds that a mistake has been made in the quotation prices.

5. Basis of Acceptance

The Quotation will be accepted on an “overall” basis. Incomplete quotation will not be considered. The Centre reserves the right to accept none, any or part of the offer.

6. Acceptance

The successful Tenderer will receive as an indication of acceptance a fax or a letter of acceptance. This fax or letter of acceptance shall constitute a binding contract. Tenderers who do not receive any notification within the validity period of their offers shall assume that their quotations have not been accepted.

7. Alternative Proposals and Negotiation

Alternative proposals which improve the value of the offer may be submitted. The Centre reserves the right to negotiate with any Tenderer about the terms of the offer.

8. Consideration of Offers

The Centre is not bound to consider an offer in the event of a claim being received by the Centre alleging or the Centre having grounds to believe that the deliverables to be supplied by the Tenderer under the Quotation are infringing copyrights or have otherwise infringed the intellectual property rights in the goods or product of a third party.

9. Saving

The Centre is not bound to accept the lowest or any offer and reserves the right to accept none, all or any part of any offer at any time within the period mentioned in clause 3 hereof.

The appointment of the successful Tenderer to provide the Services is on a non-exclusive basis.

10. Documents of Unsuccessful Tenderers

Documents of unsuccessful Tenderers may be destroyed not less than three months after the date the Contract has been awarded.

11. Latest Audited/Unaudited Accounts

The Tenderer shall upon request by the Centre and its representatives, whilst his Quotation remains open, submit the latest audited accounts or unaudited accounts as appropriate for checking within 14 days from the date of such request. Late submission will not be considered.

12. Complaints about Quotation Invitation Process or Contract Awards

The quotation invitation process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Tenderer who feels that his offer has not been fairly evaluated may write to the Centre's Company Secretarial Manager who will personally examine the complaint and refer it to the approving authority for consideration if it relates to procedures followed. The Tenderer shall lodge the complaint before disposal of documents of unsuccessful Tenderers which shall be within 3 months after the award of the Contract.

13. Personal Data Provided

- (a) The Tenderer's personal data provided in the Quotation will be used for quotation evaluation and contract award purposes. If insufficient and inaccurate information is provided, the Quotation may not be considered.
- (b) The Tenderer shall acknowledge and consent that the Tenderer's personal data provided in the Quotation may be disclosed to government departments and non-government organisations.
- (c) The Tenderer shall have the right of access and correction with respect to personal data as provided for in Sections 18 and 22 Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. The right of access includes the right to obtain a copy of the Tenderer's personal data provided in the Quotation.
- (d) Enquiries concerning the personal data collected by means of the Quotation, including the making of access and corrections, shall be addressed to the Procurement Officer issuing the Quotation.

14. Contractors' Performance Monitoring

The Tenderer is advised that shall he be awarded the Contract his subsequent performance will be monitored and may be taken into account when his future quotations are evaluated. The Quotation will be rejected if by the Quotation Closing Date, the Tenderer is under suspension from submitting quotations for the Centre.

15. Cancellation of Quotation

Without prejudice to the Centre's right to cancel the Quotation, where there are changes of requirement after Quotation Closing Date for operational or whatever reasons, the Centre is not bound to accept any conforming quotation and reserves the right to cancel the Quotation.

16. Offers to be Bound

- (a) All parts of the Quotation Documents submitted and offered by the Tenderer will be bound on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its quotation. In the event that a Tenderer discovers an error in its quotation after the quotation has been deposited, the Tenderer may correct the same in a separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Quotation Closing Date.
- (b) Should it be found on examination by the Centre after the Quotation Closing Date that a Quotation has made errors in the figures stated in its quotation that may have a significant effect on the quotation, the Tenderer may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.
- (c) The Centre may require a Tenderer to clarify any aspect of its quotation by way of provision of additional information or documentary proof. A quotation may not be considered if the Tenderer fails to comply with the Centre's request for clarification.
- (d) Correspondence exchanged between the Centre and the Tenderer about the quotation may upon the parties' agreement form part of the Contract after the Contract has been awarded.
- (e) Variation to any part of the Contract will not be allowed after the Contract has been awarded unless prior approval has been obtained from the Centre Representative.

17. Prevention of Bribery Ordinance

Offering an advantage to any Centre employee is an inducement to or reward for giving assistance in procuring any tender with the Centre will render the quotation null and void.

18. Warranty Against Collusion

- (a) By submitting a quotation, a Tenderer is regarded to have represented and warranted to the Centre that in relation to the Invitation to Quotation:
 - (i) save with the prior written consent of the Centre, it has not communicated and will not communicate to any person other than the Centre the amount of any price submitted in its quotation;
 - (ii) it has not fixed and will not fix the amount of any price submitted in its quotation by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a quotation; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- (b) In the event that a Tenderer is in breach of any of the representations and/or warranties

in sub-clause (a) above, the Centre shall be entitled to, without compensation to any person or liability on the part of the Centre:

- (i) reject the Tenderer's quotation;
 - (ii) if the Centre has accepted the quotation, withdraw its acceptance of the Tenderer's quotation; and
 - (iii) if the Centre has entered into the contract with the Tenderer, terminate the contract.
- (c) By submitting a quotation, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Centre against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (a).
- (d) A breach by a Tenderer of any of the representations and/or warranties in sub-clause (a), may prejudice its future standing as a Centre contractor or service provider.
- (e) Sub-clause (a) shall have no application to Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its quotation, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its quotation.
- (f) The rights of the Centre under sub-clauses (b) to (d) are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.
- (g) Nothing in this clause shall limit the Centre's absolute right to determine or to request any other information/supporting documents/items in connection with or arising out of this Invitation to Quotation.

19. Environmental Friendly Measures

The following environment friendly measures are recommended in the preparation of the quotation documents:

- (a) All documents should preferably be printed on both sides and on recycled paper. Papers exceeding 80 gsm are not recommended as a general rule.
- (b) Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
- (c) Single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

20. Safeguard of National Security

Notwithstanding anything to the contrary in this work assignment, the Centre reserves the

right to disqualify a Tenderer on the grounds that the Tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

21. Enquiries

Any enquiries from the Tenderer concerning this quotation invitation document up to the date of lodging their Quotation with the Centre shall be in writing and shall be submitted to:

Attn.: Miss Claudia Lam
Procurement Manager,
Logistics and Supply Chain MultiTech R&D Centre
Level 11, Cyberport 2
100 Cyberport Road
Hong Kong

Telephone: (852) 3796 9260
Facsimile: (852) 3106 0202
E-mail Address: procurement@lscm.hk

PART 2

General Conditions of Contract

1. Total Services and Variation

- (a) The Services to be performed under the Contract shall be as laid down in the Particular Specification, the Schedule and Special Conditions of Contract and shall be carried out, as and when required, to the satisfaction of the Centre Representative or his nominated staff. All orders placed under the Contract shall be issued in writing and the Centre will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- (b) The Contractor shall not extend the Services beyond the requirements specified in the Particular Specification and the Schedule except as directed in writing by the Centre Representative; but the Centre Representative may, subject to the proviso hereinafter contained, at any time during the contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule.

Provided that no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the contract price of more than twenty per cent or the contract period of more than six months, unless otherwise mutually agreed by the Contractor and Centre.

- (c) Where a variation has been made to the Contract the amount to be added to or deducted from the contract price in accordance with that variation shall be determined in accordance with the rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

Due account shall be taken of any partial execution of the Services which are rendered useless by any such variation.

2. Assignment

The Contractor shall not, without the written consent of the Centre Representative, assign or otherwise transfer the Contract, or any part share or interest therein, and the performance of the Contract by the Contractor shall be deemed to be personal to him.

3. Quality of Services

- (a) The Services shall be as specified in the Particular Specification and the Schedule and shall fulfil all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.
- (b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by Centre free of charge but shall be returned on completion of the Contract.

4. Inspection and Acceptance

All Services performed in pursuance of the Contract shall be subject to inspection and shall not be deemed to have been accepted unless either:

- (a) The Centre Representative shall so certify; or
- (b) The Services are not rejected as being unsatisfactory within 21 days of the date upon which they were executed.

5. Rejections

- (a) Without prejudice to any statutory rights, the Centre Representative or his nominated staff may reject any Services (or part thereof) which do not strictly conform to the conditions of sub-clause (a) of clause 3 hereof.
- (b) Within 24 hours of being notified in writing of the rejection of any Services the Contractor shall be required to take the necessary action to rectify such rejected Services.

6. Centre Property

When the Centre property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 20%. A count of the articles or material in the possession of the Contractor may be made at any time by the Centre Representative and the Contractor shall render such assistance as is necessary for this purpose.

7. Centre Premises/Contractor's Premises

- (a) The Contractor, shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Centre premises as are necessary for the due discharge of the Contractor's obligations under the Contract.
- (b) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Centre Representative or his nominated staff at all reasonable times.
- (c) The safety of any vehicles used by the Contractor and brought alongside or onto Centre premises, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Centre in respect of any loss or damage to such Centre premises.

8. Illegal Workers

- (a) The Contractor undertakes not to employ illegal workers in the execution of any Centre contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Centre Representative may, on behalf of the Centre, by notice in writing, terminate the Contract and the Contractor is not entitled to claim any compensation.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the Centre as a result of the termination of the Contract.

9. Default

If the Contractor shall fail to carry out all or any of the Services provided for in the Contract within the Contract period or such extended period as may be agreed in accordance with clause 1(b) of the General Conditions hereof, the Centre may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Contractor, but without prejudice to any claims by the Centre for breach of Contract including but not limited to its right of Centre to assign the balance of the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any sums so incurred in excess (hereinafter called 'any excess') of the Contract price.

10. Recovery of Sums Due

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Centre contracts.

11. Liability for Damages or Compensation

- (a) The Centre and its employees or agents shall not be under any liability whatsoever for or in respect of:
 - (i) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Centre or any of its employees or agents or otherwise).
 - (ii) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the Negligence of the Centre or any of its employees or agents.
- (b) The Contractor shall indemnify the Centre and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Centre or any of its employees or agents in respect of:
 - (i) any loss, damage, injury or death referred to in sub-clause(a) of this clause (save and except injury or death caused by the Negligence of Centre or any of its employees or agents).

- (ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of its employees or agents.
- (c) The Contractor shall indemnify the Centre against any loss of or damage to any property of the Centre or of any of its employees or agents or any injury to any employee or agent of the Centre arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.
- (d) 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.

12. Policy of Insurance and Compensation

- (a) The Contractor is responsible for provision of a Contractors All Risk Insurance and Public Liability Insurance, in the joint name of Logistics and Supply Chain MultiTech R&D Centre Limited as owner, with a total sum insured of HK\$10 million covering whole fitting-out period.
- (b) The Contractor shall execute the valid Employees' Compensation Insurance policy in compliance with the laws of Hong Kong Special Administrative Region (HKSAR) and effect adequate insurance against all liability to pay demands or compensation in consequence of any accident or injury to any helper, workman or other person whether in the employment of the Contractor or self-employed persons and the Contractor shall indemnify and keep indemnified the Centre against all claims, demands, proceedings, cost, changes and expenses whatsoever in respect thereof or in relation thereto. The Employees' Compensation Insurance Policy shall in full compliance with the laws of Hong Kong Special Administrative Region.

13. Bankruptcy

The Centre Representative may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation in any of the following events:

- (a) if the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- (b) if the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Centre.

14. Corrupt Gifts

- (a) If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Centre contracts, the Centre Representative may, on behalf of the Centre, summarily terminate the Contract, without entitling the Contractor to any compensation therefor.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the Centre as the result of the termination of the Contract.

15. Consent to Disclosure

The Centre shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded Contract, without any further reference to the successful Contractor, the name and address of the successful Contractor, description of Services and the amount of the Contract.

16. Publicity

The Contractor shall submit to the Centre Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Centre's name is mentioned or language used from which a connection with the Centre can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the Centre Representative.

17. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

18. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity:

- (a) Special Conditions of Contract;
- (b) Particular Specification;
- (c) General Conditions of Contract;

19. Termination

- (a) If the Contractor fails to deliver the Services or complete the Services to the satisfaction of the Centre, the Centre may terminate the Contract by giving one (1)

month prior written notice to the Contractor and the payment will be subject to the extent of the work in progress as determined by the Centre.

- (b) The reasons of termination, including but not limited to the following:
- (i) Contractor fails duly and punctually to perform or comply with any provision of the contract, and in respect of a failure which in the opinion of the Centre, it is capable of remedy, and the Contractor does not remedy such failure to the Centre's satisfaction within 7 days (or such longer period as the Centre may approve) after receipt of written notice from the Centre requiring it to do so;
 - (ii) the Contractor fails to conduct the service in accordance with the terms of the contract;
 - (iii) any representation or warranty made or deemed to be made by the Contractor in or in connection with this Agreement is incorrect or misleading (including the provision of an adequate insurance policy);
 - (iv) the objectives of the renovation work are no longer relevant to the needs of the Centre; or
 - (v) it is unlikely that the Contractor will be able to complete the work in accordance with the terms of the Agreement; or
 - (vi) the work ought to be terminated in public interest in such events as the continuation of any portion or the whole of the work is not permitted under the laws of Hong Kong or will generate public resentment and/or repugnance on reasonable grounds;
 - (vii) the Contractor engages in any conduct prejudicial to the Centre or the work.

20. Safeguard of National Security

LSCM may immediately terminate the Contract upon the occurrence of any of the following events:

- (a) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (b) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
- (c) the Centre reasonably believes that any of the events mentioned above is about to occur.

Part 3

Particular Specification

1 Introduction

The Centre is soliciting renovation proposals from the Contractor for the new office at Unit 1001-1004, 1005a and 1009a, Level 10, Cyberport 2, 100 Cyberport Road, Hong Kong (Cyberport).

Contractors should fulfill:

- Compliance with Cyberport facilities management and statutory requirements;
- Flexibility in space arrangement that is conducive for research expansion;
- Maximize the usage of the area yet also open, bright, creative and feel spacious;
- Enable office operation that is secured, comfortable and pleasant for the researcher working in this environment;
- Fit-out work meets the Centre 's standard and requirements

2 Definitions

2.1 In this Contract, unless the context otherwise specifies, the following expressions have the following meaning:

“Contract”	means the agreement concluded between the Logistics and Supply Chain MultiTech R&D Centre Limited (“the Centre”) and the Contractor including the letter of acceptance, specifications and other documents, which are incorporated by the reference herein.
“Contractor”	means the party who undertakes to provide Services to the Centre.
“Centre Representative”	means the Chief Executive Officer, of the Centre.
“Services”	means all the deliverables, works, duties and obligations to be carried out by the Contractor pursuant to the provision of this Contract.

2.2 Words importing the singular only also include the plural and vice versa where the context requires.

3 Services to be Provided

3.1 The Contractors are requested to provide the Services to the Centre in accordance with the Particular Specifications.

3.2 Statutory requirements, standards and specifications

- (i) The Contractor is required to comply with all statutory requirements of Government authorities such as the Buildings Department, Lands Department, Fire Services Department, Electrical Mechanical Services Department, Water Supplies Department, Labour Department and Environmental Protection Department etc. as well as the Utility Companies
- (ii) If no suitable standard or specification (e.g. British Standards and British Standard Codes of Practice and etc.) exist for this project, the Contractors shall submit recommendations or appropriate alternatives to the Cyberport Management for agreement
 - Any changes or modifications to the existing installations (including air conditioning/VAC, electrical schematic diagram, fire services and etc) shall be prepared by qualified E&M engineer or Authorized Persons (AP). All these changes should comply with Cyberport Facilities Management Office (FMO) as well as statutory requirements
 - The Contractor is required to use NO VOC (Volatile Organic Compounds) and odourless decoration materials such as water-base wall paints, water base adhesive for wallpaper and carpet, etc.
 - The Contractor is required to follow the Cyberport Tenants Fit-out Guide
 - Some of the work tasks are to be carried out by NSCs, please refer to Tenants Fit-out Guide
 - All fittings and finishes of the building must be carefully and properly protected

3.3 During the course of carrying out the fit-out work

- (i) Submission of Fit-out information including drawings, calculation, catalogue, work permit, etc to FMO for approval as per agreed timeline
- (ii) Submission of material catalogue/samples and drawings for approval prior to commencement of works
- (iii) Submission of as-built drawings, EM records upon completion of works
- (iv) The Contractor shall provide contact information for Spare Parts and Tools provider for all furniture, equipment, facilities and materials built/used under this tender.
- (v) Apply protective measure as far as possible to safeguard the already-completed fitting and furnishing of the Centre during the delivery and

- installation phases at the Contractor's own cost;
- (vi) Arrange all the unpacking garbage to be disposed of at refuse stations outside the site at the Contractor's own cost;
- (vii) The Contractor shall be responsible for replacement of any defects during the DLP (Defects Liability Period)

3.4 Important Notes to tenderers

During the renovation, reinstatement work, including partitioning and electrical supply, will be conducted by vendors appointed by Cyberport Management. The Contractor for this tender must closely coordinate with these vendors to ensure smooth execution of the work. Given the urgency of the project, a designated area will be provided in the Cyberport Carpark for the Contractor to perform tasks that may generate noise and odors during restricted working hours.

4 Other Requirements

4.1 Security Requirements

All information collected and documents compiled for this work assignment shall not be disclosed to any unauthorized persons.

5 Ownership and Intellectual Property Rights

- 5.1** The ownership of the any prototypes and all deliverables under 3.1. obtained under this Contract shall belong to the Centre once acceptance of delivery has been confirmed.
- 5.2** The intellectual property rights of any IPR supplied by the Centre, whether directly indicated or otherwise, subsisting in all deliverables under 3.1. shall be owned by the Centre. Nothing under this Contract shall be interpreted to transfer or provide a license to the Contractor to the intellectual property rights owned by the Centre. The Contractor shall comply with all the prevailing legislations related to intellectual property rights in Hong Kong. The Centre will not accept any deliverable which infringes intellectual property rights or has infringed the intellectual property rights in the goods or product of a third party.
- 5.3** The Contractor warrants that it shall not infringe any intellectual property rights of any third party and shall indemnify and keep indemnified the Centre and its affiliates against all actions, claims, losses, damages and costs which may be sustained by the Centre or its affiliates consequent upon any such infringements.
- 5.4** The Contractor is responsible for clearance of rights of use of all library graphics, the Centre accepts no liability in case of any disputes in regards of such right of use.
- 5.5** The Centre will be exempted from any royalty or licensing fee for using the final edited graphics and be entitled to their rights of use in any media, at any places and at any time.

- 5.6** All copyright of design, including but not limited to raw, library and clean version of images are the property of the Centre.

6 Assignment of Contract or Sub-Contracting

The Contractor shall not assign or otherwise transfer this contract or any of its rights and obligations hereunder whether in whole or in part without written consent of the Centre. Any use of subcontractors should be pre-approved by the Centre and if at any time the service provider sub-contracts any portion of the contract, the Contractor shall be responsible for any acts or omissions of the sub-contractor as though it were its own. The Contractor shall undertake to ensure that any approved sub-contractor shall have adequate insurance coverage no less onerous than the requirements the Contractor is subject to.

7 Liquidated Damages

If the Contractor fails to deliver the Services or complete the Services in accordance with the Schedule, then it shall follow up all related activities without any extra cost to the Centre. The Centre may without prejudice to any other methods of recovery, deduct the sum of such damages from any monies due or to become due to the Contractor under this and/ or any other contract valid at the time between the Centre and the Contractor. The payment or deduction of such damages shall not relieve the Contractors from the obligations to deliver the Services or complete the Services or from any other of its obligations under the contract.

In case of late delivery, the following liquidated damages will apply unless prior consent is received from the Centre:

Nos. of late days from the agreed delivery date	Penalty
< 7 calendar days	10% of the total contract value
8 to 14 calendar days	15% of the total contract value
15 to 21 calendar days	20% of the total contract value
22 to 28 calendar days	25% of the total contract value
> 29 calendar days	30% of the total contract value

8 Work Site Damages

The Contractor shall make sure that there is no damage to the existing work site during and after the service assignment. Any damage to existing utilities, equipment or system resulting from the performance of works during the service assignment shall be repaired to the Centre and Cyberport Facilities Management Office (FMO) 's satisfaction at the

Contractors' expenses.

9 Nuisance Work Period

Please refer to the fit-out guide.

10 Defects Liability Period (DLP)

3 months DLP period & 1 working day response time during DLP.

The Defects Liability Period shall be Three (3) months counting against from the acceptance note issued by the Centre.;

The Contractor is responsible for carrying on the following duties:

- Undertake to carry out maintenance work including repair, rectify, replace, or make good any defects during the Defects Liability Period;
- Attend the site within one working day when request by the Centre to investigate and rectify any defects or problems identified;
- Monitor by conducting site visit at an interval of every two (2) month or as and when requested by the Centre, the performance of the Goods in the site in the aspects of effectiveness and fitness to design intent, safety etc and advise the possible causes and solutions for any problems identified.

Schedule

- Project start date: 2 Oct, 2025
- Project completion date (Infrastructure ready to move in): 21 November, 2025
- Defects Liability Period commencement date: 21 November, 2025
- Defects Liability Period completion date: 20 February, 2026

PART 4

Special Conditions of Contract

1. Confidentiality

All information supplied by the Centre in this quotation invitation and under the subsequent Service Contract shall be treated as confidential. The Tenderer and/or the Contractor shall not pass any information to any person except to their own employees who have a need to know the information for the purpose of this Service. They shall ensure that their employees are fully aware of and comply with the provision of this clause. The foregoing obligations shall survive any termination of the Contract.

2. Payment for the Services

Payment in respect of the Services provided shall be arranged by the Centre. The invoice shall be sent to Procurement, Level 11, Cyberport 2, 100 Cyberport Road, Hong Kong.

3. Schedule of Payment

In consideration of the Contractor's performance of the Service in accordance with Particular Specification, the Special Condition of Contract and subject to the General Conditions, and to the satisfaction of the Centre, the Centre shall pay to the Contractor subject to any deductions provided herein and in the following manner:

Phase	Delivery of Service / Goods Schedule	Payment
1	Upon Order of Purchase is signed and issued	45%
2	Upon 30 days after commencement of the Service	30%
3	Upon completion of the Service	10%
4	Upon 30 days after completion of the Service	10%
5	Upon completion of the DLP	5%
	Total	100%

4. Contracts (Rights of Third Parties) Ordinance (Cap. 623)

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

Appendix 1

Terms of Quotation (Supplement)

1. Tender Briefing

An online tender briefing with Cyberport Management is scheduled for **12 September 2025 (Friday) at 10:00 AM**. Interested tenderers must register in advance by contacting the Procurement Team at the Centre via email at procurement@lscm.hk or by calling **3796 9260**.

2. Submitting Proposal

Contractors should submit the proposal, the pricing table and the 3D rendering designs to the Tender Box on or before the closing date. Quotation Closing Date and Time (Hong Kong time): 23 September, 2025 at 17:00pm.

3. Presentation Proposal

All responders are invited to present their proposal between 24 Sep-26 Sep, 2025 (by appointment) at the Centre's office at:

Level 11, Cyberport 2, 100 Cyberport Road, Hong Kong

Each service provider will be given 30 minutes to present and 20 minutes for Q&A.

4. Selection Criteria

All participating Contractors shall be evaluated on the following criteria and an assessment panel will evaluate all returned RFP.

1. Design and Creativity:
 - a. Aesthetic appeal
 - b. Usability
 - c. Material quality
2. Technical Capability:
 - a. Relevant past experience (pls provide references if any)
 - b. Vendor's past performance in the Centre works (pls provide references if any)
 - c. Technical knowhow & skillsets of the team
3. Project Price with detailed breakdown
4. Commitment to project:
 - a. Resources availability
 - b. Approach to project delivery
 - c. Ability to deliver within project deadline
5. Quality & Assurance

- a. Ability to meet the Centre expectations
- b. Compliance to Cyberport Facility Management Office (FMO) regulatory requirements stated in the Fit-Out Rules and Guidelines.

Proposal from Contractors is for assessment purpose and does not equal to the eventual contract price.

5. Details of the Tenderer and the Key Personnel

- 5.1 Tenders will be evaluated in accordance with a marking scheme in Tender Assessment. For this purpose, Tenderers are required to provide the information listed below in their Proposal.
- 5.2 Details of the Tenderer, including the name in both English and Chinese, registered office, nature and length of business. A copy of the current Business Registration Certificate should be provided.
- 5.3 Tenderer's audited accounts of the past two years.
- 5.4 Tenderer's experience and history in coordinating, designing, supplying furniture, equipment and accessories for commercial use or similar project.

6. Award

- 6.1 At no time shall the Centre be considered to be under any obligation or commitment to purchase any product or service from any respondent to the tender unless after a written contract or purchase order has been entered into with such respondent. The award is intended to be made to the Contractors whose overall proposal is determined by the Centre at its sole discretion to be the most advantageous to it.
- 6.2 The Centre will evaluate proposals in strict confidential. Contractors acknowledge that the Centre may elect at its sole option to accept all or any items of the Contractors' offer and that the Centre has sole discretion whether or not to accept any of the Contractors' proposals irrespective to its prices. If a quote is submitted on the basis of an overall acceptance of all the services offered, this must be clearly stated in the proposal. The Centre reserves the right to negotiate with any Contractors about the tender offer.
- 6.3 It should be noted that the Centre would not be responsible for the reimbursement of any cost incurred by Contractors for the preparation of the submission.
- 6.4 During the project period, the Centre may place additional / revise current order of items. The Service Provider should be bound to provide such additional items at the quoted price or revise current order as per the Centre requirements.

6.5 The unit rate quoted shall be applied throughout the whole of the project period.

7 Authentication of Documents

By submitting a Quotation, the Contractor authorises the Centre to obtain from any person whose particulars are set out in the Quotation all such information which the Centre considers appropriate and relevant. If any consent from any other person is required for the Centre to obtain any such information, the Contractor represents that such consent has been duly obtained.

Appendix 2
Floor Plan

(Shaded in Red Colour)

Appendix 3

Cyberport Fit-Out Rules and Guidelines for Office (See attachment)

Appendix 4

User Specifications (See attachment)

Appendix 5

Price Proposal Table (See attachment)

Appendix 6

Submission Checklist

The Quotation is to be submitted in duplicate and is to be completed in ink or typescript

- ☐ PART 1 (Terms of Quotation)
- ☐ Appendix 5 (Price Proposal Table)
- ☐ Company Information
 - Details of the Tenderer, including the name in both English and Chinese, registered office, nature and length of business. A copy of the current Business Registration Certificate should be provided.
 - Tenderer's audited accounts of the past two years.
 - Tenderer's experience and history in coordinating, designing, supplying furniture, equipment and accessories for commercial use or similar project.
- ☐ Project Proposal with rendering drawings