Hong Kong-Shenzhen Innovation and Technology Park Limited

Tender Document

Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park

Tender Reference:

FD-03-06-02(361)

Tender Submission Period:

18 November 2026
9:00 a.m. to 12:00 noon (HKSAR)

Tender Closing Date:

18 November 2026
12:00 noon (HKSAR)

IMPORTANT NOTICE

This tender document is issued by Hong Kong-Shenzhen Innovation and Technology Park Limited ("**HSITPL**") and contains confidential information regarding the potential purchase by HSITPL as detailed in this tender document. The purpose of this tender document is to identify potential suppliers. All information supplied by HSITPL in connection with this tender document shall be treated as confidential and strictly for the use by the recipients in response to this tender document only.

In consideration of receiving this tender document, the recipients agree and acknowledge that the tender document and any other information that may be provided to the recipients by or on behalf of HSITPL will be maintained in strict confidence and will not be disclosed to any third party. In particular, your attention is drawn to the fact that your receipt of this tender document and any discussions relating to its contents must be kept confidential at all times.

Please note that this is not an offer and it is only an invitation to interested parties to submit tenders to HSITPL for consideration.

PART I: Terms of Tender

1. General

a) Recipients (each a "**Tenderer**") are invited to submit tenders for sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park ("**HSITP**", or the "**Park**") ("**Services**") in accordance with the requirements of this Invitation to Tender ("**Tender Documents**"), in particular, Submission Requirements as set out in Part III of this Invitation to Tender.

b) All information provided by HSITPL or any other representatives or agents of HSITPL for the purpose of inviting a tender in response to the Tender Documents ("**Tender**") shall be treated as private and strictly confidential and must not be disclosed or transferred to any other party without the prior written permission of HSITPL. The information provided in the Tender Documents is strictly for use by the Tenderers in response to this Invitation to Tender only. Confidentiality must be maintained by all Tenderers even after the appointment of the successful Tenderer ("**Provider**").

c) All costs and expenses incurred by the Tenderer in preparing a Tender shall be entirely borne by the Tenderer.

d) HSITPL reserves the right at its sole and absolute discretion to modify, amend, revise, or cancel this Invitation to Tender without any liability for any cost, expenses and/or losses whatsoever which may be incurred by the Tenderers.

e) Tenders may not be considered if false or incorrect information is provided by the Tenderer.

f) This Invitation to Tender is merely an invitation and shall not in any way be construed as an offer by HSITPL nor constitute a contractual relationship between HSITPL and the Tenderers.

2. Accuracy and Validity of Offered Prices

a) Tenderers shall ensure that all information (including quoted prices) in the Tenders is accurate. Under no circumstances will HSITPL accept any request to amend or revise or modify any information (including price) in the Tender.

b) Tenderers are requested to submit their cost proposals in Hong Kong Dollars. All Tenders shall be valid for a period of **six (6) months** from the Tender Closing Date ("**Tender Validity Period**"). The Tenderer agrees that, should HSITPL so request in writing, the Tenderer shall abide by this Invitation to Tender for a further **three (3) months**, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period. If an award cannot be made within the Tender Validity Period (or extended Tender Validity Period), a request may be made to some or all of the Tenderers to further extend the Tender Validity Period, at which time they may elect to extend or withdraw their Tender or may agree a further extended Tender Validity Period with HSITPL in writing.

c) Each and every Tender shall constitute an unconditional and irrevocable offer from the Tenderer capable of being accepted by HSITPL on the terms and conditions contained in the Tender Documents.

3. Tender Enquiries, Requests for Clarifications and Addenda

a) All enquiries or requests for clarification relating to the Tender Documents should be submitted in writing at least seven (7) calendar days before the Tender Closing Date to:

Mr. Brian Lin – Senior Manager, Facilities Management
Email: brian.lin@hsitp.org
Telephone No.: (852) 3189 1529

The Tenderer shall state in the email subject heading "**Tender Enquiry - Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. FD-03-06-02(361))"** and provide full contact details in the email. HSITPL reserves the right not to respond to any enquiry or request for clarification submitted after the deadline specified above.

b) Should HSITPL wish to clarify the Tender Documents in response to any enquiries or requests for clarifications, such clarifications will be made in writing and sent to all Tenderers by email. Such emails containing the Tenderer's enquiries or requests for clarifications and HSITPL's answers will be bound in with, and shall become part of, the documents forming the contract for the appointment of the Provider ("**Contract**"). Save as aforesaid and unless otherwise expressly stated by HSITPL, any other statement, whether oral or writing, made and any action taken by HSITPL or its consultants or any of their officers in response to any query made by a Tenderer is for guidance and reference purposes only and will not be deemed to form part of the Tender or Contract or in any way alter, negate, waive or otherwise vary any of the terms and conditions contained in the Tender Documents.

c) Prior to the Tender Closing Date (which may be extended in accordance with the terms of the Tender Documents), addenda (each, an "**Addendum**") may be issued to clarify or modify the Tender Documents. A copy of each Addendum will be issued to every Tenderer via email and shall become a part of the Tender Documents.

4. Submission of Tender

a) The deadline for submitting a Tender ("**Tender Closing Deadline**") is **12:00 noon on 18 November 2026** ("**Tender Closing Date**").

b) Tenderers shall follow a two-envelope system, as set out below, in submitting their Tenders:

(i) Technical Proposal

The front cover of the Technical Proposal envelope shall be clearly marked with the subject of the Tender and the tender reference:

"Technical Proposal: Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. FD-03-06-02(361))"

and the Tenderer's company name

(ii) Price Proposal

The front cover of the Price Proposal envelope shall be clearly marked with the subject of the Tender and the tender reference:

"Price Proposal: Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. FD-03-06-02(361))"

and the Tenderer's company name

c) Tenderers shall ensure that their Technical Proposal and Price Proposal are prepared in accordance with the Submission Requirements provided in the Tender Documents.

d) Tenderers shall submit their Technical Proposal and Price Proposal separately in 2 sealed envelopes from 9:00 a.m. to 12:00 noon on the Tender Closing Date in the tender box located at:

Hong Kong-Shenzhen Innovation and Technology Park Limited
Unit 710, 7/F, Lakeside 1, 8 Science Park West Avenue, Hong Kong Science Park.

Attention: Procurement Department (Tender Box)

e) HSITPL reserves the right to disqualify any Tenderer if price information is disclosed in the Technical Proposal.

f) If the Tender contains any qualification and/or alternative proposal, HSITPL reserves the right to disqualify such Tender. Further, such qualifications and/or alternative proposals are generally not accepted.

g) Any late submissions or Tenders not submitted in accordance with the provisions in Clauses 4b) to f) above will not be accepted.

h) In the event that typhoon signal no. 8 or above or a black rainstorm warning is hoisted or an announcement on extreme conditions is issued in Hong Kong at any time between 9:00 a.m. and 12:00 noon (Hong Kong Time) on the Tender Closing Date, the Tender Closing Deadline will be extended to 12:00 noon (Hong Kong Time) of the next Business Day.

i) Tenderers may be required to make a formal presentation at their own cost of their Tenders in the week of 12 November 2026 (tentative date). HSITPL shall advise the exact time, date and issue formal invitation to the Tenderers.

j) Each Tenderer can only submit one Tender. In the event that more than one Tender is submitted by the same Tenderer, all Tenders submitted by such Tenderer will not be considered.

k) A holding company, all his subsidiaries and related parties (collectively "**Group Companies and Related Parties**") shall undertake that only one company amongst its Group Companies and Related Parties will submit a Tender ("**One Tender Requirement**"). A Tender submitted by a joint venture of the Tenderer and an entity within the Group Companies and Related Parties will be regarded as a Tender from one and the same Tenderer. But if two or more shareholders or participants in the same joint venture tenderer have a holding-subsidiary relationship or they are related, they shall not be regarded as having submitted more than one Tender. Tenderers will be disqualified if they fail to comply with the One Tender Requirement.

The existence of a holding-subsidiary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap. 622). A related party is any entity (including but not limited to sole proprietorship, partnership and limited company) related to the Tenderer. An entity ("**Entity**") is related to a Tenderer if any of the following conditions applies:

(i) The Entity is controlled or jointly controlled by a person or a close member of that person's family who:

  (a) has control or joint control of the Tenderer;

  (b) has significant influence over the Tenderer; or

  (c) is a member of the key management personnel of the Tenderer or of a parent of the Tenderer.

(ii) A person or a close member of that person's family, who has control or joint control of the Tenderer, has significant influence over the Entity or is a member of the key management personnel of the Entity (or of a parent of the Entity).

(iii) The Entity, or any member of a group of which it is a part, provides key management personnel services to the Tenderer or to the parent of the Tenderer.

For the avoidance of doubt, the following definitions should be adopted when interpreting the above provision:

'Control' means the power to govern the financial and operating policies of the Tenderer / Entity so as to obtain benefits from its activities.

'Joint control' means the contractually agreed sharing of control over the Tenderer / Entity and exists only when the strategic financial and operating decisions relating to the Tenderer / Entity require the unanimous consent of the parties sharing control.

'Significant influence' means the power to participate in the financial and operating policy decisions of the Tenderer / Entity / parent of the Tenderer and/or the Entity (as the case may be) but does not have control or joint control over those policies.

'Key management personnel' mean those persons having authority and responsibility for planning, directing and controlling the activities of the Entity, directly or indirectly, including any director (whether executive or otherwise) of that Tenderer / Entity / parent of the Tenderer and/or the Entity (as the case may be).

'Close members that person's family' mean those family members who may be expected to influence, or be influenced by, that individual in their dealings with the Tenderer or the Entity. They may include but not limited to:

(i) the individual's domestic partner and children;

(ii) children of the individual's domestic partner; and

(iii) dependants of the individual or the individual's domestic partner.

The Tenderer shall submit with his Tender a duly signed and witnessed letter in the form set

out in Appendix A to the Tender Documents. The signatory to the letter shall be a person authorized to sign contracts on the Tenderer's behalf.

The Tenderer shall submit the following supporting document(s):

- Undertaking in the form of the letter of declaration as set out in Appendix A that only one Tender is submitted within its Group Companies;
- The Tenderer's identity documents (e.g. business certificate, certificate of incorporation, or equivalent);
- Organisation chart (showing shareholder(s) up to ultimate beneficial owner(s));
- List of directors and shareholders; and
- Document(s) showing shareholders and/or ultimate beneficial owners (e.g. latest annual return(s), significant controller register, certificate of incumbency, or equivalent).

The Tenderer may be disqualified if it fails to submit any of the above document together with the Technical Proposal.

l) All submitted documents and materials will not be returned to the Tenderers regardless of the results of the Tenders and all the said materials will become the property of HSITPL.

5. Assessment Criteria

a) All Tenderers shall be evaluated according to the following criteria:
   - 60 % Technical Capability (maximum technical score: 60)
   - 40 % Pricing (maximum price score: 40)

b) As a prerequisite, all terms as set out in the Submission Requirements in the Tender Documents must be fulfilled before the Tender will be evaluated. Tenders which fail to comply with any of such terms will not be considered any further.

c) Tenders which comply with all the terms as set out in the Submission Requirements will be evaluated based on the following non-exhaustive criteria (which are not ranked in any order of importance). The Tenderer must demonstrate the technical merits of the submitted Tender. Assessments will be based on all materials of the submitted Tender and any presentation or demonstration given by the Tenderer.

   (i) Experience and job reference;

   (ii) Qualification of project team and members

   (iii) Proposed and committed project implementation plan

   (iv) Project deployment effectiveness & quality

   (v) Commitment and job reference

   (vi) Price offer.

d) Technical Score shall be assessed by the Tender Assessment Panel members based on the criteria below.

Technical Capability Assessment		Technical Score (Points)
A. Experience and job reference	Tenderer to provide: 1. Briefly describe any past reference cases similar in nature (gross floor area ("**GFA**") not less than 400 m^2) and scope of this project.	10
B. Qualification of project team and members	Tenderer to provide: 1. List out the key team members and their roles in the proposed project. 2. Provide any certificated qualification and briefly describe how such a qualification would contribute the project implementation.	15
C. Proposed and committed project implementation plan	Tenderer to provide documents and information specified in Part 4 of Tender Schedule 6. This criterion will be assessed based on: 1. Completeness, practicality, clarity and robustness of the proposed project implementation plan; and 2. Clarity of presentation and documentation.	40
D. Project deployment effectiveness & quality	Tenderer to provide: 1. Understanding of objective. 2. Identification of key issues at different stages of sub-division works with total solutions. 3. Maintain the operability of the existing office of HSITPL while re-arranging the existing workstations.	15
E. Commitment and job reference	Tenderer to provide: 1. Tenderer shall possess the qualification of a registered minor works contractor or registered general building work contractor under the Buildings Ordinance. 2. Examples and discussion of past projects to demonstrate the will, ability and measures to produce energy efficient and environmentally friendly solutions, together with client base and size (e.g. relevant experience in office sub-division or renovation at Hong Kong Science and Technology Park or similar developments will be an asset).	20
	Total Technical Score (A+B+C+D+E) =	100 (passing score: 60)

Remark: An overall passing score of 60 out of 100 of the Total Technical Score in the table above shall be attained. Otherwise, the Tender will be considered as failed in the Technical Capability Assessment and will not be considered further. Please refer to Appendix B for the marking scheme for the Technical Capability Assessment.

e) Evaluation

An assessment panel shall be formed by HSITPL to evaluate all Tenders received by HSITPL

("**Tender Assessment Panel**"). The Tenders must meet all Mandatory Assessment Criteria (as defined in Part 1 of Tender Schedule 6) and attain a score equal or higher than the passing score in the Technical Capability Assessment abovementioned. Failure to declare and submit supporting documents confirming compliance with any of the Mandatory Assessment Criteria may result in **disqualification of the Tender**. HSITPL shall evaluate the Tenders in strict confidence.

f) Score Calculation Methodology

HSITPL shall adopt the following formula in calculating the overall score for each Tender:

(i) Technical Score

Tenderer's technical score = (Tenderer's point score / Highest point score among all Tenderers) x (Maximum technical score)

(ii) Price Score

Tenderer's price score = (Lowest tender price among all Tenderers / Tenderer's price) x (Maximum price score)

Tender price refers to the Total Contract Amount as set out in Tender Schedule 4.

(iii) Overall Score = Technical Score + Price Score

6. Acceptance / Rejection of Tender

a) HSITPL is not bound to accept the Tender which is the lowest price and/or has the highest overall score and reserves the right in its absolute discretion to decline any offer or cancel this Invitation to Tender at any time without any obligation to explain its decision.

b) HSITPL may, at its sole discretion, accept all or any terms proposed by the Tenderer in the Tender.

c) HSITPL shall not be responsible for or liable to any Tenderer for any cost and/or expense and/or disbursements incurred by the Tenderers in preparing the Tender and/or any presentation or demonstration given by the Tenderer.

7. Negotiation

HSITPL reserves the right to negotiate the terms proposed in the Tender with any Tenderer.

8. Acceptance Notification

a) The successful Tenderer, i.e., the Provider, shall receive a purchase order ("**PO**") generated from the system of HSITPL within the Tender Validity Period.

b) Tenderers who do not receive any notification within the Tender Validity Period shall assume that their Tenders have not been accepted.

9. Cancellation of Invitation to Tender

Where there are changes in requirement(s) after the Tender Closing Date for operational or whatever reasons, HSITPL is not bound to accept any conforming Tender and reserves the right

to cancel this Invitation to Tender and/or re-issue a new invitation to tender on such other terms and conditions as HSITPL deems fit.

10. Intellectual Property Rights

By submitting the Tender, the Tenderer represents and warrants to HSITPL that none of the information or ideas in the Tender infringes the copyright, trade secrets, or intellectual property rights of any third party, and the Tenderer is deemed to have agreed to indemnify HSITPL against all costs, claims, demands, expenses and liabilities that may be incurred by HSITPL as a result of or in connection with any claim that any information or ideas provided or submitted by the Tenderer infringes the copyright, trade secrets or intellectual property rights of any third party.

11. Offering Gratuities

a) A Tenderer shall not, and shall procure that its directors, employees, agents involved in preparing the Tender shall not offer any financial or other advantage or benefit to any director or employee of HSITPL, or engage in any activity, practice or conduct which would be in violation of any applicable anti-bribery laws or regulations in connection with the Tender Documents and any matter contemplated herein.

b) Tenders are warned that offering or giving any gratuity, bonus, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee or agent of HSITPL in relation to this Invitation to Tender may constitute an offence contrary to the Prevention of Bribery Ordinance (Cap. 201), and that if any Tenderer is found to have made such an offer, HSITPL shall be at liberty to cancel his Tender or terminate the Contract and shall hold such Tenderer liable for any losses or damages which HSITPL may suffer.

12. Non-collusion

a) Tenderers must ensure that the Tender is developed genuinely, independently and made with the intention to accept the Contract if awarded, and 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 Tendering Certificate (as defined in Clause 12 d) below), including regarding price, Tender submission procedure or any terms of the Tender. In the event of any breach of this clause by any Tenderer, HSITPL reserves the right to invalidate the Tender submitted by that Tenderer and/or terminate the Contract entered with that Tenderer based on the Tender submitted by that Tenderer and seek damages.

b) All anti-competitive practices are strictly prohibited and the Tenderer's attention is drawn to its obligations under the Competition Ordinance (Cap. 619) (the "**Competition Ordinance**").

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

d) Upon Tender submission, the Tenderer shall submit to HSITPL a non-collusive tendering certificate (in the form set out at Tender Schedule 2) (the "**Non-collusive Tendering Certificate**") duly signed by an authorised person on the Tenderer's behalf. The Contract is to be entered into in reliance on the statements made by the Tenderer in the Non-collusive Tendering Certificate and conditional upon the effectiveness and veracity of the Non-

collusive Tendering Certificate. Any breach of any of the representations, warranties and/or undertakings given in the Non-collusive Tendering Certificate not only allows HSITPL to pursue damages and other forms of redress from the Tenderer but also is capable of amounting to a criminal offence and rendering the relevant personnel of the Tenderer liable to criminal prosecution (for instance, for the offence of conspiracy to defraud and upon conviction shall be liable to imprisonment for 14 years).

e) Notwithstanding any provisions regarding disclosure of documents and information, HSITPL may, at its discretion, report and provide documents and information regarding any suspected anti-competitive collusive conduct to the Competition Commission and/or other relevant authorities.

13. Flexibility on Extent or Scale of the Services

In no circumstances shall the additions or deletions of the scope of supply and delivery in any way vitiate or invalidate the Contract. The Provider shall have no claim for compensation for loss (whether direct, indirect or consequential) whatsoever in respect of such addition or deletion made pursuant to this Clause. The Provider is deemed to have made all necessary allowance for any additional time, manpower, and costs and expenses arising from or in connection with such additions or deletions.

14. Sub-contracting

The Provider is prohibited from transferring, sub-letting, sub-contracting or assigning, directly or indirectly, any rights or duties under the Contract and/or all or any portion of the Contract to any person or persons or companies, unless the prior written permission of HSITPL and/or its representative (i.e., HSITPL Representative, as appointed according to Clause 20 below) is obtained. In the event that written permission of HSITPL is provided to the Provider, the Provider's right to transfer, sub-let, sub-contract or assign, directly or indirectly, shall not in any way relieve it from any obligations under the Contract.

15. Payment Schedule

a) Subject to the work done to the satisfaction of HSITPL and any applicable variation made in accordance with Clause 13, payments due under the Contract will be made as per this clause. Please note that the payment procedure in this clause is for reference only and does not amount to any representation or warranty. Tenderers shall not rely on any information set out in this clause.

b) The Provider shall submit a detailed invoice to HSITPL in accordance with the payment milestones set out below:

Tasks	Payment Milestones	Payment
1	Upon signing of the Contract	20% (Deposit) of Total Contract Amount
2	On a progress basis upon approval of fit-out information by HSITPL and approved materials delivered to sites	30% of Total Contract Amount
3	Upon practical completion and issuance of completion certificate by HSITPL or HSITPL Representative	An amount equivalent to the difference

		between 95% of the Final Contract Amount* and the cumulative payments made to date.
4	Upon expiry of the 12-month defects liability period from the date of practical completion and satisfactory completion of rectification of all defects list prepared by HSITPL or HSITPL Representative	5% (Retention) of the Final Contract Amount*

*Final Contract Amount is defined in Paragraph 7 of Tender Schedule 4.

For the purpose of determining the Final Contract Amount (as defined in Tender Schedule 4), the Provider shall submit all supporting records, measurements and documents required by HSITPL for verification. HSITPL shall measure and verify the actual quantities of works completed and calculate the Final Contract Amount according to the unit price set out in Tender Schedule 4. HSITPL's measurement and determination of the Final Contract Amount shall be final and binding, save for manifest error.

Upon receipt of each invoice, HSITPL shall review such invoice against its measurements and determination of the Final Contract Amount. If HSITPL considers such invoice is consistent with the terms of the Contract and the relevant milestone has been satisfactorily achieved, HSITPL shall approve the said invoice, and payment shall be made to the Provider according to the approved invoice.

c) HSITPL reserves the right to withhold or adjust the payment if:

(i) the invoice is found to be inaccurate and/or incomplete; or

(ii) the works under the relevant milestone have not been completed to the satisfaction of HSITPL.

d) The Provider acknowledges and agrees that payment is contingent upon satisfactory performance and adherence to the terms and conditions of the Contract. HSITPL retains the right to terminate the Contract and withhold payment if the Provider fails to meet the agreed standards and/or breaches any provisions of the Contract.

e) HSITPL shall be entitled to deduct from any monies due to the Provider under the Contract any and all amounts of any debt due from the Provider to HSITPL.

16. Price Proposal

a) Tenderers shall propose a tender price ("**Total Contract Amount**") comprising unit rate for providing the Services by completing Tender Schedule 4. For information, the technical specifications for the Services are listed in Tender Schedule 5: Requirement Specifications.

b) The unit rate shall remain fixed and binding throughout the Contract period. Tenderers shall take into account the anticipated price inflation, deflation and price fluctuations within the Contract period. Tenderers are deemed to have taken into account the above considerations and shall ensure that the unit rate and prices quoted in Tender Schedule 4 are accurate before submitting their Tender. Under no circumstances will HSITPL entertain any request or claim for adjustment of the unit rate, prices or the Final Contract Amount in respect of the above considerations.

17. **Insurance**

a) The Provider shall, for the full term of the Contract, have in place the following insurance policies at its own cost with reputable insurer(s), on terms which are satisfactory to HSITPL, **in the joint names of HSITPL** as the insured party, and fully comply with the laws of the Hong Kong Special Administrative Region ("**HKSAR**"):

(i) Contactors' all risks insurance for the sum of at least HK$30,000,000 for any one accident and unlimited in the amount for the period of insurance;

(ii) Employees' compensation insurance in the sum of not less than HK$200,000,000 of any one event.

b) The insurance for the works shall cover the period from the commencement date of the Contract ("**Commencement Date**") until and extended to cover the date of expiry of the Contract and until such time as no further works as being carried out.

c) HSITPL may from time to time require the Provider to maintain any insurance policies against other insurable risks, which reasonable costs and expenses would be reimbursed by HSITPL provided that such costs and expenses are approved by HSITPL in writing.

d) In addition to maintaining the required insurance policies, the Provider shall hold HSITPL harmless from any loss, damage, cost, expense, liability etc. and (without prejudice to the obligations to indemnify HSITPL as stipulated in Clause 9 of the PO T&C as defined in Part II below) fully indemnify HSITPL and HSITPL Representatives for any loss, damage, cost, expense, liability etc. that may result directly or indirectly from the negligence of the Provider, its employees, agents, servants or any tiers of sub-contractors (if permitted as per Clause 14 above) in the carrying out of its obligations under the Contract.

e) The Provider is liable for all policy excesses / deductibles under the insurance policies maintained pursuant to this clause.

f) The Provider should produce satisfactory evidence to HSITPL prior to the Commencement Date showing that the insurances referred to in this clause have been affected and are in force, including but not limited to, producing a certificate of insurance. If the Provider fails upon reasonable request to produce satisfactory evidence to HSITPL or HSITPL Representatives, HSITPL may affect and keep in force such insurance policies and pay such premium or premiums as may be necessary for that purpose, and from time to time deduct the amount so paid from any monies due or to become due to the Provider or recover such amount from the Provider. If the Provider fails to produce any such satisfactory evidence as requested by HSITPL or HSITPL Representatives, HSITPL reserves the right to terminate the Contract.

18. Termination

a) Without prejudice to and in addition to any other rights and remedies under the Contract or in law which HSITPL may have, HSITPL may at any time during the Contract period, terminate the Contract in any of the following events:

(i) immediately on notice, if the Provider (a) becomes insolvent, enters into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation with prior approval of HSITPL), makes an assignment for the benefit of

or enters into a scheme of arrangement with creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or administrator for all or part of its business or assets or if any encumbrances takes possession of any of its assets or suffers any execution to be levied upon its goods, or is unable to pay its debts; or (b) files for or becomes subject to any proceedings in bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt, receivership or under any other law relating to insolvency or the protection of rights of creditors, or pursuant to the laws of any other jurisdiction becomes subject to the same or similar proceedings; or

(ii) the Provider or any of its directors, employees, agents, contractors and other personnel who are in any way involved in the Services commits any offence under the Prevention of Bribery Ordinance (Cap.201), or commits any other criminal offence which in the opinion of HSITPL has affected the Provider's abilities to perform the Contract; or

(iii) the passing of any resolutions, the initiation of any proceedings, or the making of any order which may result in the winding up, or dissolution, insolvency, administration, reorganization or reconstruction of the Provider, or the appointment of a receiver, provisional liquidator, liquidator, administrator, administrative receiver, conservator, custodian, trustee or similar officer of the Provider or of any or all of the Provider's assets or revenues, or if the Provider makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of the above, or any event occurs under the laws of any jurisdiction that has a similar or analogous effect; or

(iv) the Provider has failed to commence the Services on the Commencement Date, or has failed to fulfil HSITPL's due diligence requests; or

(v) the Provider has, without the prior written approval of HSITPL, directly or indirectly, assigned, transferred, sub-contracted or otherwise disposed of any or all of its interests, rights, benefits or obligations under the Contract to any other third party or purported to do so; or

(vi) the Provider fails to submit any reports, financial accounts or other documents in accordance with the Contract, or any of the data, facts or information represented to or provided by the Provider to HSITPL about the Services or the Contract is incomplete, incorrect, untrue, inaccurate or misleading; or

(vii) the Provider engages in any conduct which is reasonably considered by HSITPL to be prejudicial to the Services, or that adversely reflect on the commercial integrity of the Provider; or

(viii) the Provider's financial position deteriorates to such an extent that in HSITPL's opinion the Provider's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(ix) the Provider stops or suspends payment to its creditors generally, or is unable or admits its inability to pay debts generally as they fall due or is declared or becomes bankrupt or insolvent; or

(x) the Provider's use of any intellectual property rights for the purpose of or otherwise in

connection with the performance of the Contract is held by a court or is alleged to constitute an infringement of any third party's intellectual property rights.

For the purpose of this Clause 18, the term "**control**" (including the correlative terms "**controlling**", "**controlled by**", and "**under common control with**") shall mean possession directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of management and policies of a person, whether through ownership of voting securities or other equity interests, or by shareholders' agreement or otherwise.

b) In the event of termination of the Contract as aforesaid, HSITPL shall only be liable for a reasonable portion of the fees stated in Tender Schedule 4 on a quantum meruit basis based on goods that have been delivered or services that have been performed up to the date of termination and accepted by HSITPL without dispute. Upon necessary payment by HSITPL, the Provider shall immediately (i) deliver to HSITPL all correspondence, materials, presentations, documents, papers, disks, tapes and software storage of any kind relating to the Services and property belonging to HSITPL which may be in the Provider's possession or under its control, and (ii) take immediate actions to bring the Services to an end in an orderly manner. Any amount paid in respect of such part of the Services which has not been performed at the date of termination shall be refunded to HSITPL.

c) If the Contract is terminated pursuant to this Clause 18(a), the Provider shall indemnify HSITPL for and against all loss (including loss of bargain), damage, cost and expenses suffered by HSITPL as a result of the termination (including any additional costs in engaging another contractor to perform the Services or the undelivered part of the Services) and/or any demands or legal proceedings that may be brought against HSITPL by relevant government authorities or other third parties. The Provider shall pay any such sum as requested by HSITPL forthwith upon HSITPL issuing written notice(s) to that effect.

d) Notwithstanding anything provided herein to the contrary, HSITPL may, at any time at its option, terminate the Contract by giving the Provider not less than thirty (30) calendar days' written notice. In such event, the Provider shall be entitled to receive payment for such part of the Services properly carried out up to the date of termination and accepted by HSITPL. Any amount paid in respect of such part of the Services which has not been performed at the date of termination shall be refunded to HSITPL.

e) Any term of the Contract that expressly or by implication is intended to come into or continue to be in force on or after termination of the Contract shall continue to remain in full force and effect.

19. Use of names and logos

The Provider shall not use the name, logo or corporate identity of HSITPL and HSITPL Representative for any purpose without the prior written consent of HSITPL or HSITPL Representative (as the case may be); provided that nothing herein shall prohibit HSITPL and HSITPL Representative from referring the name of the Provider as the service provider of services to be provided under the Contract.

20. Representative

a) Representative(s) will be appointed by HSITPL ("**HSITPL Representative**") to act on behalf of HSITPL in matters in connection with the Contract. HSITPL has the right to change the HSITPL Representative in its sole and absolute discretion, by providing notice in writing to the

Provider.

b) HSITPL may, from time to time and in its sole and absolute discretion, specify which function(s), power(s) and/or authority(ies) is/are delegated to the HSITPL Representative by written notice to the Provider. Such delegation may be revoked by HSITPL at any time by providing written notice to the Provider.

PART II: Purchase Order Terms and Conditions

HSITPL shall issue a purchase order ("**PO**") to the Provider on the terms as set out in the General Terms and Conditions for Purchase Orders ("**PO T&C**") which is available on HSITPL's website or provided separately by HSITPL in PDF file format. Tenderer must read the PO T&C carefully before submitting the Tender.

In the event that the Tenderer wishes to propose any revisions to the terms of the PO T&C, the Tenderer should set out such proposed revisions in the technical proposal of the Tender but HSITPL is not bound to accept any of such proposed revisions. For the avoidance of doubt, such proposed revisions shall not form part of the PO. HSITPL will not accept any proposed revisions to the PO T&C that are not submitted together with the technical proposal and/or come to HSITPL's attention after the Tender Closing Date.

HSITPL reserves the right to disqualify any Tenderer that submits any proposed revisions to the PO T&C in the price proposal or proposes revision to the PO T&C after the Tender Closing Date.

PART III: Submission Requirements

The Tenderer is required to return a complete set of the following documents to HSITPL before the Tender Closing Date.

Price Proposal		Tender Schedule No.
1.	Price Schedule	4

Technical Proposal		Tender Schedule No.
1.	Tender Submission Information	1
2.	Non-collusive Tendering Certificate	2
3.	Form of Tender	3
4.	Requirement Specifications	5
5.	Proposed Solution for Tender	6

Number of documents required:

a) 4 sets of the "Technical Proposal" in hard copies;

b) A USB with an electronic copy of the "Technical Proposal" and presentation deck without any price factor in PDF format; and

c) 1 set of the "Price Proposal", i.e., the Price Schedule (Tender Schedule 4), in hard copy.

Tender Schedule 1: Tender Submission Information

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

"Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(361))"

We provide the below contact information for this Tender:

Representative:	
Job Title:	
Contact Phone Number:	(Office)
	(Mobile)
Contact Email:	

Tender Schedule 2: Non-collusive Tendering Certificate

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

Non-collusive Tendering Certificate for
"Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(361))" (the "**Contract**")

1. We, _____ of
(name(s) of the Tenderer(s))

_____
(address(es) of the Tenderer(s))

refer to the tender for the Contract ("**Tender**") and our bid in relation to the Tender.

Non-collusion

2. We represent and warrant that in relation to the Tender:

a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other tenderer 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 bid;

(iv) an intention or decision to withdraw a bid;

(v) the submission of a bid 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 the Tender relates; and

(vii) the terms of the bid,

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) HSITPL;

   b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to HSITPL;

   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 advisers 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 sub-contracting arrangement and beneficial ownership

4. We represent and warrant that there is no intended sub-contracting arrangement relating to the Tender, including those which are to be entered into after the Contract is awarded.

   OR*

   We represent and warrant that the following sub-contracting arrangements are all the intended sub-contracting arrangements relating to the Tender, including those which are to be entered into after the Contract is awarded:

   [Please set out the details of such sub-contracting arrangements here. Please use supplemental sheets where appropriate.]

   We understand that we are required to continue to disclose any of such sub-contracting arrangements to HSITPL as and when they arise.

5. We represent and warrant that the following is our beneficial ownership:

   (For a company other than a listed company or exempted company[1])
   [Please disclose the significant controllers register here, as defined in the Companies Ordinance, Cap. 622. Please use supplemental sheets where appropriate.]

   OR*

   (For a sole proprietorship or partnership)
   [Please disclose details of beneficial owner(s) here, including their name and the nature of their control over the firm. Please use supplemental sheets where appropriate.]

   OR*

   (For listed company)
   We are a listed company in Hong Kong and our corporate ownership has already been disclosed in the public domain.

6. We understand that HSITPL may request us to disclose further details regarding our shareholders or parent companies, or any other related, associated or controlling entities, to HSITPL. We agree to disclose such details to HSITPL if so requested, subject to such requests being reasonable in the circumstances.

Consequences of breach or non-compliance

7. We understand that in the event of any breach or non-compliance with any representations, warranties and/ or undertakings in this certificate, HSITPL may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that we are awarded the Contract) terminate the Contract.

8. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. Further, any breach of any of the representations, warranties and/or undertakings given in this certificate is capable of amounting to a criminal offence and rendering our relevant personnel liable to criminal prosecution (for instance, for the offence of conspiracy to defraud and upon conviction shall be liable to imprisonment for 14 years). We understand that, notwithstanding any provisions regarding disclosure of documents and information, HSITPL may, at its discretion, report all suspected instances of anti-competitive conduct to the Competition Commission (the "**Commission**") and/or other relevant authorities and provide the Commission and/or other relevant authorities with any relevant information, including but not limited to information on our bid and our personal or corporate information.

[1] An exempted company is one which is not required to keep a register of its significant controllers (see further sections 653A (definition of "applicable company") and 653H of the Companies Ordinance).

Signed for and on behalf of: _____
(Company Name)

Signature with Company Chop: _____
(Authorized Signature)

Name & Position: _____

Date: _____

Additional signature blocks will need to be used where the Tenderer is comprised of multiple parties.

Tender Schedule 3: Form of Tender

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

"Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(361))"

1. We undertake that if our Tender is accepted, to commence the Services and complete and deliver the Services within the time stated in the Tender Documents.

2. We agree that this Tender shall be valid for a period of **six (6)** months from the Tender Closing Date specified in the Tender Documents. We agree that, should HSITPL so request in writing, we shall abide by this Invitation to Tender for a further **three (3)** months, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period. If an award cannot be made within the Tender Validity Period (or extended Tender Validity Period), a request may be made to some or all of the Tenderers to further extend the Tender Validity Period, at which time they may elect to extend or withdraw their Tender or may agree a further extended Tender Validity Period with HSITPL in writing.

3. We confirm that this Tender has taken into consideration all tender addenda issued to us (if any) prior to the date hereof.

4. We understand, unless and until a purchase order is issued by HSITPL to us, this Tender, together with your written acceptance thereof, shall constitute a binding agreement between us. The Tender should always form part of the binding agreement between HSITPL and us, while the order of precedence will be lower than the purchase order. We undertake to abide by the terms of the Purchase Order Terms and Conditions enclosed with the Tender Documents in the event that our proposed revisions (if any) to the Purchase Order Terms and Conditions are not accepted by HSITPL.

5. We understand and agree that HSITPL is not bound to accept the lowest or any tender you may receive.

6. We understand and agree that HSITPL is not responsible for any cost or expense incurred for and in connection with preparing the Tender and/or any presentation or demonstration given by us.

7. We confirm that we are not subject to any actual or potential conflict of interest save to the extent already expressly disclosed by us to HSITPL and we undertake to notify HSITPL immediately should any conflict arise.

8. We understand and agree that we may be disqualified if we fail to submit all the documents listed in Clause 4 k) of Part I of the Tender Documents together with the Technical Proposal.

9. We certify that, to the best of our knowledge and belief, all information and documents provided in and submitted with the Technical Proposal are true, accurate, and complete. Further, we

understand and agree that if any information or document provided in or submitted with the Technical Proposal is found to be untrue, inaccurate, incomplete or misleading, HSITPL may, without limiting HSITPL's rights and remedies therein or at law, invalidate, reject and/or disqualify our Tender.

Signed for and on behalf of: _____
(Company Name)

Signature with Company Chop: _____
(Authorized Signature)

Name & Position: _____

Date: _____

Additional signature blocks will need to be used where the Tenderer is comprised ofmultiple parties.

Tender Schedule 4: Price Schedule

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

"Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(361))"

1. The quotation shall be valid for **six (6)** months from the Tender Closing Date specified in the Tender Documents. We agree that, should HSITPL so request in writing, we shall abide by this Invitation to Tender for a further **three (3)** months, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period.

2. We agree that HSITPL reserves the right to modify, amend or revise any Requirement Specifications and/or terms and conditions stated in the Tender Documents.

3. The price indicated in the table below covers all the items specified in the Requirement Specifications of the Tender Documents. The unit rate quoted in the table below shall be deemed to include all Preliminaries (as defined in Paragraph 5.5.1(1) of Tender Schedule 5). Please refer to Paragraph 5.5.1 (1) for further details.

4. The unit rate quoted in this Tender Schedule 4 is inclusive of all costs, rates and/or charges which we will incur in the provision of the Services.

5. We acknowledge that the unit rate quoted in this Tender Schedule 4 shall (i) remain fixed and binding throughout the Contract period, (ii) take into account anticipated inflation, deflation and price fluctuations within the Contract period, and (iii) be accurate. Further, we acknowledge that under no circumstances shall HSITPL consider any request or claim for adjustment of the unit rate, prices or the Final Contract Amount in respect of the foregoing.

6. We acknowledge that the quantities provided in item 2 of Tender Schedule 4 are estimated quantities provided for tendering purposes only. Payment shall be based on the actual quantities of work completed, measured and accepted by HSITPL.

7. The final contract amount ("**Final Contract Amount**") shall be calculated based on the agreed unit rate (HK$) set out in the Contract multiplied by the actual quantities of work properly executed by us (m^2) and verified and accepted by HSITPL or HSITPL Representative:

Unit rate (HK$) [a] x actual quantities (work done, m^2) [b]

8. We acknowledge that for the purpose of determining the Final Contract Amount, the Provider shall submit all supporting records, measurements and documents required by HSITPL for verification. HSITPL shall measure and verify the actual quantities of works completed and calculate the Final Contract Amount according to the unit price set out in Tender Schedule 4. HSITPL's measurement and determination of the Final Contract Amount shall be final and binding, save for manifest error.

9. We acknowledge that HSITPL will not accept any proposed revisions to the General Terms and Conditions for Purchase Orders ("**PO T&C**") that are not submitted together with the

technical proposal and/or come to HSITPL's attention after the Tender Closing Date. In any event, HSITPL is not bound to accept any of such proposed revisions.

10. We acknowledge that HSITPL reserves the right to disqualify any Tenderer that submits any proposed revisions to the PO T&C in the price proposal or proposes revision to the PO T&C after the Tender Closing Date.

Mandatory

Item	Description	Unit Rate [a]	Quantity [b]	Sub-total *= [a] * [b]*
1	Preliminaries (as defined in Paragraph 5.5.1(1) of Tender Schedule 5)	-	-	Included
2	**<u>Partition wall, associated finishes, raised floor, false ceiling and related works</u>** Supply labour and material for below tasks: • installation of 100 mm thick, 2-hour fire-rated "Y-Tong" brick partition walls from structural floor to structural ceiling (approximately 12 meters each of the wall length (maximum 12.05 m, minimum 10.05 m); exact length subject to on-site measurement), 4.3 m high, including cement-sand plastering on both sides, emulsion painting with sand plaster finish to all new wall surfaces and affected areas, and all necessary making-good works, • Taking down, touching up and repairing the existing raised-floor system as required to facilitate the installation of the new partition walls and reinstatement of the raised-floor system upon completion. • All associated false-ceiling works (opening up, protection, making good and reinstatement) necessary for the installation of the new walls and services. • All works shall be carried out in accordance with the drawings, specifications and relevant statutory requirements. • Testing and commissioning At the following locations: Floor / Quantity of Wall: 6/F: 9; 9/F: 10; Total: 19 Refer to Appendix C for proposed wall locations.	HK$ /m^2	985 m^2	
Total Contract Amount:		HK$		

We offer to provide the services to HSITPL at the prices quoted above and in accordance with the requirements and the terms and conditions stated in the Tender Documents. Acceptance of this offer shall be evidenced by the issuance of a purchase order by HSITPL.

Authorized Signature (with company chop)

Name & Position: _____

Company Name: _____

Date: _____

Tender Schedule 5: Requirement Specifications

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

"Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(361))"

The scope and specific requirements of the Services which the tenderer ("**Tenderer**") should provide are listed below. The Tenderer shall propose solutions (with detailed explanation) if his proposed items cannot meet any of such scope and/or requirements.

5.1 Statement of Purpose

HSITPL would like to invite an experienced service provider to provide sub-division works at HSITP. The Tenderer is expected to provide the Services as set out in Paragraph 5.5 of this Tender Schedule 5.

5.2 About HSITPL

HSITPL, a wholly owned subsidiary of Hong Kong Science and Technology Parks Corporation, is vested with the responsibility to develop, operate, maintain, and manage the HSITP.

HSITP strives to serve as a world's knowledge hub and innovation & technology ("**I&T"**) centre, converging enterprises, research & development ("**R&D**") institutions and higher education institutions from local, Mainland and overseas, which can connect upstream and midstream research to downstream market, further enhancing collaboration among industry, academic and research sectors.

HSITP focuses on six I&T pillar industries including life and health technology, artificial intelligence and data science, new materials, new energy, robotics and microelectronics.

With the size of approximately 87.7 hectares in the Lok Ma Chau Loop, the Park is a large-scale and long-term project in Hong Kong, which will be developed in two phases.

Phase 1 will be developed in three batches, i.e., Batch 1, Batch 2 and Batch 3. The first development batch, Batch 1, has been further sub-divided into Batch 1A, Loop Academy One (formerly known as Building 1), Batch 1B and Batch 1C. Batch 1 is being developed by HSITPL which consists of eight buildings with a total gross floor area of approximately 116,000 square metres. Batch 1A consists of three buildings: Buildings 8 & 9 (wet laboratory enabled) and Building 11 (talent accommodation).

5.3 The Brief

Tenderers are invited to provide sub-division works at HSITP for the installation of fire-rated partition walls and associated making-good works on 6/F and 9/F of Loop Academy One.

5.4 Project Timeline (Tentative)

Tender invitation	4 November 2026
Tender submission deadline	18 November 2026
Presentation	23 November 2026
Award of the Contract	Week of 23 November 2026
Preparation and submission of all relevant documents and/ or drawing to HSITPL	Week of 23 November 2026
Approval of work permit application and all relevant drawings by HSITPL	Week of 23 November 2026
Completion of all relevant works at the office	21 calendar days after award of the Contract

5.5 Scope of Services

5.5.1 The Provider shall provide labour and materials, together with all necessary tools and equipment, to carry out interior fit-out work for 6/F, 9/F Loop Academy One. The Contract period shall be until practical completion with 12-month defects liability period, and the tentative Commencement Date shall be 12 November 2026, subject to confirmation after Contract award.

1. Preliminaries

The Contractor shall allow for and include the following preliminaries as set out in this Paragraph 5.5.1(1) ("**Preliminaries**") for the execution and completion of the Services:

1.1 **Insurance**

- Insurance policies set out in Clause 17 of Part I: Terms of Tender during the construction period. The relevant policies shall be provided to HSITPL.

1.2 **Site Protection & Safety**

- Provide temporary wall and floor protection to the public corridor throughout the construction period.
- Provide temporary movable platforms as required during the work.
- Provide sufficient 9-litre CO_2 portable fire extinguishers during the construction period at a ratio of one fire extinguisher for each 200 m^2 of floor area having been constructed, and each floor shall have not less than two fire extinguishers, in compliance with FSD requirements.

1.3 **Housekeeping**

- Remove and cart away all debris generated during the construction period on a regular basis.
- Carry out general cleaning of the works area upon completion of the works.

1.4 **Project Management & Statutory Submissions**

- Include project management services.
- Appoint authorized person ("**AP**"), registered structural engineer ("**RSE**"), and Registered Professional Engineers (i.e. RPE) in building services / electrical / mechanical disciplines for supervision, certification, drawing preparation and Buildings Department ("**BD**") submission.

2. Partition Wall, False Ceiling & Raised Floor Works

Supply all labour, materials and equipment for the following:

2.1 Partition Wall Installation

- installation of 100 mm thick, 2-hour fire-rated "Y-Tong" brick partition walls from structural floor to structural ceiling (approximately 12 meters each of the wall length (maximum 12.05 m, minimum 10.05 m); exact length subject to on-site measurement), 4.3 m high, including cement-sand plastering on both sides, emulsion painting with sand plaster finish to all new wall surfaces and affected areas, and all necessary making-good works at following location

Floor	Quantity
6/F	9 nos.
9/F	10 nos.
Total	19 Nos.

2.2 False Ceiling Work

- Take down the existing false ceiling as necessary to facilitate the new partition wall works.
- Touch up and repair the existing false ceiling system upon completion of the wall works, matching the existing finishes.

2.3 Raised Floor System Work

- Take down the existing raised floor system as necessary to facilitate the new partition wall works.
- Touch up and repair the existing raised floor system upon completion of the wall works, matching the existing condition and level.

3. Testing and Commissioning

The Contractor shall carry out the following Testing and Commissioning works upon completion of installation and before handover:

3.1 **Partition Walls**

- Visual inspection of wall alignment, verticality and overall workmanship.
- Check that all walls are constructed from structural floor to structural ceiling as specified.
- Verify the integrity of cement-sand plastering on both sides.
- Confirm that emulsion paint finish is uniform and free from defects.
- Ensure all junctions with existing walls, floor and ceiling are properly sealed and made good.

3.2 **False Ceiling**

- Visual inspection of the reinstated false ceiling.
- Check alignment, level and stability of the ceiling system.
- Confirm that all affected areas are properly touched up and match the existing finishes.
- Ensure no gaps, unevenness or loose panels remain after reinstatement.

3.3 **Raised Floor System**

- Visual inspection of the reinstated raised floor.
- Check floor level, alignment and stability.
- Confirm that all panels are properly re-fixed and match the existing condition.
- Ensure no rocking panels, gaps or uneven surfaces remain after reinstatement.

3.4 **General**

- Conduct joint inspection with HSITPL Representatives.
- Rectify all defects identified during inspection prior to handover.
- Submit as-built records and relevant certificates (if any) upon completion.
- Ensure the entire works area is cleaned and ready for handover after testing and commissioning.

5.5.2 Unless stated elsewhere in the Tender Documents, all workmanship, materials and standards shall conform to the most recent version of ordinances, specifications and codes of practice in Hong Kong, including but not limited to: -

(i) Buildings Ordinance and related regulations;
(ii) Code of Practice for Fire Safety in Buildings 2011 (2024 Edition);
(iii) Practice Notes for APs, RSE and Registered Geotechnical Engineers;
(iv) Codes of Practice for Minimum Fire Service Installations and Equipment;

(v) General Guidelines on Minor Works Control System; and
(vi) Any other relevant ordinances, circulars and technical specifications issued by the BD and Fire Services Department.;

5.5.3 The following provisions regarding workmanship, materials and standards shall also apply:

(i) All Plant, materials, and workmanship shall be of the respective character, quality or kind required by the Contract and in accordance with HSITPL's instructions and shall be subjected to such examinations, measurements or Tests as the Contract shall require or as ordered by HSITPL or HSITPL 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. All Plant and materials shall be of recent manufacture and not previously used.

For the purposes of this Paragraph:

"Plant" means the machinery, equipment and apparatus of all kinds to be supplied and installed by the Provider for the Services.

"Test" means any test prescribed by the Contract or instructed by HSITPL or HSITPL Representative and includes commissioning of the Services and any commissioning test.

"Site" means the lands and other places provided by HSITPL for the purpose of the execution of the Services.

(ii) The Provider 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 Services, shall supply for examining, measuring or testing such samples of Plant and/or materials as may be selected or required by HSITPL or HSITPL Representative.

(iii) The Provider shall bear the expense and costs of any examination, measurement or Test and of complying with the requirements of sub-paragraph (ii) of this Paragraph, including without limitation any transportation costs and shall reimburse HSITPL in respect of the costs 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.

(iv) If any examination, measurement or Test not so intended or provided for in the Contract is ordered by HSITPL or HSITPL Representative, then such expense and costs of such examination, measurement or Test including those of HSITPL's attendance shall be borne by the Provider if the examination, measurement or Test shows the Plant, materials or workmanship not to be in accordance with the Contract or with HSITPL's instructions but otherwise such expense and costs shall be borne by HSITPL.

(v) In the event that any Test shows that the Provider has failed to comply with the requirements of the Contract or with HSITPL's instructions in respect of Plant, materials or workmanship, the Provider shall propose and carry out at his own expense further or any other Tests as HSITPL may approve.

(vi) Sub-paragraphs (iv) and (v) of this Paragraph shall apply to any series of Tests carried out on any part of the Services the results of which indicate that in the opinion of HSITPL the Provider has failed to comply with the requirements of the Contract or with HSITPL's instructions in respect of Plant, materials or workmanship notwithstanding there being satisfactory individual Tests included in any such series of Tests.

(vii) Notwithstanding the above, testing carried out in HSITP in connection with the Services shall be free of charge.

(viii) If the Provider is required by the Contract or ordered by HSITPL to carry out any examination, measurement or Test, then the Provider shall give 7 calendar days' notice to HSITPL specifying the procedures to be adopted, as well as the time and location of the examination, measurement or Test.

5.5.4 The Provider shall take all reasonable steps to implement its own environmental plan in carrying out the Services. The plan shall set out the Provider's arrangement, in respect of environmental matters, including but not limited to the following where applicable.

(i) monitoring and control of dust emissions;
(ii) monitoring and control of noise emissions;
(iii) monitoring and control of wastewater emissions;
(iv) storage and disposal of solid waste;
(v) storage and handling of dangerous goods;
(vi) storage, handling and disposal of chemical and hazardous waste;
(vii) minimization and recycling of waste; and
(viii) rodent, vermin and pest control.

5.5.5 The Provider shall be responsible for the safe and controlled disposal of all waste arising from the carrying out of the Services.

5.5.6 The Provider shall take all practical measures and precautions to avoid nuisance or disturbance arising from the carrying out of the Services. The Provider shall:

(i) where at all possible, suppress the nuisance at source rather than abate the nuisance after it arises.
(ii) select, operate and maintain all Provider's equipment and/or plant to minimise nuisance or disturbance, including the release of pollutants.
(iii) repair promptly all leakages and refrain from using any Provider's equipment and/or plant which leaks.

5.5.7 Demolition, drilling and other excessively noisy operations, if required, shall be carried out at a time to be agreed with HSITPL Representatives.

5.5.8 The Provider shall carry out the Services in such a manner as to minimize any adverse impact on the quality of the water within and in the vicinity of the sites and Loop Academy One.

5.5.9 The Provider shall carry out the Services in such a manner as to minimize any adverse impact on air quality.

5.5.10 The Provider shall at all times maintain the sites clean and tidy so that there is no loose debris, packaging or other material capable of being transported by wind.

5.5.11 The Provider shall ensure that:

(i) all solid waste is placed within appropriate bins or other containers which are properly covered, closed or sealed to prevent attraction of vermin and spillage during storage or transportation.
(ii) all wet waste shall be disposed of as soon as reasonably practical and shall not, in normal conditions, remain within the sites for more than 24 hours.
(iii) an appropriate waste collection point shall be designated for the collection and short-term storage of waste.
(iv) accumulation of waste within the work area shall be minimized as far as practicable.

5.5.12 The Provider shall, throughout the Contract period, properly coordinate and cooperate with HSITPL, the HSITPL Representative and other contractors engaged by HSITPL, and shall ensure that:

(i) all necessary access and assistance are provided to enable such parties to properly carry out and complete their respective works;

(ii) the Provider closely liaises and coordinates with such parties regarding access to and around the working areas, sequence of works, and any other related matters;

(iii) the Provider coordinates all interfacing works that may affect the works under this Tender; and

(iv) the Provider shall be responsible for taking into account all restrictions, disruptions, programme implications and cost implications arising from the concurrent works of Loop Academy One in its Tender.

Tender Schedule 6: Proposed Solution for Tender

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

"Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(361))"

This Tender Schedule contains Parts 1 to 7 and shall be duly completed by the Tenderer and included in the tender proposal. The Tenderer is required to present all the details of its proposed solution according to the guidelines specified under each Part.

Tenderers are reminded that no price information should be included in the Technical Proposal. Tenderers are expected to provide the following information in an A4-sized document. No font other than Calibri and no font size smaller than 12 will be accepted.

Part 1: Mandatory Assessment Criteria

The Tenderer acknowledges and agrees that participation in this Tender requires compliance with the mandatory assessment criteria outlined in this Part 1 ("**Mandatory Assessment Criteria**"). By responding with "Y", the Tenderer hereby confirms that it meets all the Mandatory Assessment Criteria. Failure to declare or submit supporting documents confirming compliance with any of the Mandatory Assessment Criteria may result in the **disqualification of the Tenderer**.

Item	Description	Declaration with supporting document(s) Yes (Y) / No (N)
1	**Record of Relevant Projects within 5 years** The Tenderer must have successfully completed, as a main contractor, at least **two (2) projects** involving relevant project experiences for commercial interior fit-out (GFA not less than 400 m^2) within **five (5)** years immediately preceding the Tender Closing Date, or if extended, the extended Tender Closing Date) with contract value more than HK$3 Million. • **Required evidence:** the Tenderer **must** attach copies of document(s) detailing information on projects that are able to fulfil above requirement.	

Part 2: Past Case Reference

Please briefly describe any past reference cases similar in nature and scope of this project (GFA not less than 400 m^2) within the last 5 years with contract value more than HK$3 million. For each case, please provide details such as the scope, contact person (optional) and contact telephone number (optional) for future reference, as much as possible.

Reference Client	Project Period	Relevant scope of services	Contact Person (optional)	Contact Telephone No.(optional)

Note: The job references submitted to satisfy the Mandatory Assessment Criteria shall, if also submitted in this Part 2, be considered.

Part 3: Qualification of Team Members

Please list the key team members and their roles in the proposed services. For each member, please provide any certified qualification and briefly describe how such qualification would contribute to the services implementation. Please note that it is the Tenderer's responsibility to replace a team member with another team member having equivalent qualification in case of personnel movement during the service period.

Name	Job Title	Qualification	Role and Contribution in the Services

Part 4: Proposed and Committed Project Implementation Plan

Please provide a high-level project implementation plan, with charts and diagrams wherever possible. The plan should clearly show the key tasks, responsible persons, timelines, dependencies, major milestones and expected deliverables.
The submission shall include the following documents:

1. Project timeline with milestones;
2. Method statement;
3. Material specifications (including the proposed fire-rated partition wall system);
4. Responsible persons;
5. Emergency escalation plan;
6. Organization chart;
7. Curriculum vitae ("**CV**") of the project leader and key team members;
8. Dependencies and their relationships;
9. Safety plan;
10. Risk assessment; and
11. Relevant licenses / certificates for statutory compliance (including proof of contractor registration).

Part 5: Project Deployment Effectiveness & Quality

Please demonstrate the following:

1. Clear understanding of the project objectives.
2. Identification of key issues at different stages of the sub-division / fit-out works, together with proposed total solutions.
3. Practical measures to maintain the operability of the existing HSITPL office and minimize disruption during the work.

Part 6: Commitment and Job Reference

Please provide the following:

1. Proof of valid registration as either:
    - Registered Minor Works Contractor (**Class I**) under the Buildings Ordinance; **or**
    - Registered General Building Contractor under the Buildings Ordinance.
2. Examples demonstrating the ability to deliver cost-effective, energy-efficient and environmentally friendly solutions, together with relevant client base and size (experience at Hong Kong Science and Technology Park or similar developments will be an advantage).

Part 7: PowerPoint deck

To facilitate a comprehensive assessment of proposals, we will invite the qualified Tenderer to present their proposal to the Tender Assessment Panel. Please provide a PowerPoint deck for a **presentation that is not longer than fifteen (15) minutes** to highlight the key aspects of your proposal, which shall include the following:

- A company profile
- Relevant job references
- Project timeline and method statement

Appendix A: Letter of Declaration on Compliance with One Tender Requirement for Holding Companies, Subsidiaries or Related Parties
Appendix B: Marking Scheme for Technical Capability Assessment
Appendix C: Floor Plan

APPENDIX A – Letter of Declaration on Compliance with One Tender Requirement for Holding Companies, Subsidiaries or Related Parties

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

"Sub-division work at 6/F & 9/F tenant area of Loop Academy One at Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(361))"

Letter of Declaration on Compliance with One Tender Requirement for Holding Companies, Subsidiaries or Related Parties

1. *[I/We], the Tenderer, [(name of the tenderer) of (address of the tenderer)][2], refer to *[my/our] Tender for the Contract.

2. *[I/We] confirm that, before *[I/we] sign this letter, *[I/we] have read and fully understand this letter and the requirements set out in Part I of the Tender Documents Clause 4 k) ("**Clause 4 k)**") on the restriction to Tenderer to submit one Tender only for holding companies, subsidiaries or related parties.

3. *[I/We] represent and warrant that in relation to the restriction that no Tenderer is permitted to submit more than one Tender for the Contract as set out in Clause 4 k):

(i) This Tender is the only Tender submitted by *[me/us];

(ii) None of our holding company or subsidiary company has submitted a Tender for the Contract. The existence of a holding-subsidiary relationship shall be determined as set out in Clause 4 k); [this is only applicable where the tenderer is a company] and

(iii) None of our related parties, as more particularly defined in Clause 4 k), has submitted a Tender for the Contract.

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

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

Signed for and on behalf of [name of the Tenderer] by [name and position of the signatory][3]:

_____

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

* Delete as appropriate

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

APPENDIX B – Marking Scheme for Technical Capability Assessment

Attribute	Marking			Max.
A. Experience and job reference				
1	Past reference cases similar in nature (GFA not less than 400 m^2) and scope of this project.			10 points
	Marking:	Quality and relevance of submitted reference cases	Points to be awarded	
		≥ 3 relevant projects	10 points	
		2 relevant projects	7 points	
		1 relevant project	4 points	
		No relevant project	0 point	
B. Qualification of project team and members.				
1	List of key team members and their roles			5 points
	Marking:	Clarity and completeness of team structure	Points to be awarded	
		Clear list with roles defined	5 points	
		Incomplete list	2 points	
		Not provided	0 point	
2	Professional qualifications of team members			10 points
	Marking:	Relevance and level of qualifications	Points to be awarded	
		Strong relevant qualifications and duty on site (e.g. safety officer, site manager and worker each with >5 years' experience) with clear contribution explained	Up to 10 points	
		Limited or unclear qualifications (e.g. safety officer, site manager and worker each with <5 years' experience) with unclear explanation	Up to 5 points	
C. Proposed and committed project implementation plan				
1	Completeness of required documents			30 points
	Marking:	Maximum points allocated as follows:	Points to be awarded	
		Assess the overall completeness, practicality, clarity and robustness of the proposed project implementation plan. Expected elements (timeline & milestones, method statement, material specifications, responsible persons, emergency escalation plan, organisation chart, CVs, dependencies, safety plan, risk assessment, licences/certificates) are for guidance only.	Up to 30 points	
2	Clarity of presentation and documentation			10 points
	Marking	Maximum points allocated as follows:	Points to be awarded	
		Ability to present the project implementation plan clearly and provide clear, well-organized documents.	Up to 10 points	

Attribute	Marking			Max.
D. Project deployment effectiveness & quality				
1	Understanding of project objectives			5 points
	Marking:	Clarity and depth of understanding	Points to be awarded	
		Clear understanding with comprehensive plan for the tender work	Up to 5 points	
		Understand the plan without a comprehensive plan	Up to 3 points	
2	Identification of key issues and proposed solutions			5 points
	Marking	Quality of issue identification and practicality of solutions	Points to be awarded	
		Well-identified key issues with practical and relevant solutions	Up to 5 points	
		Partially identified issues with basic solutions	Up to 3 points	
		Weak or generic response	1 point	
3	Measures to minimise disruption to existing office operations			5 points
	Marking	Practicality and effectiveness of proposed measures	Points to be awarded	
		Clear and effective measures proposed	Up to 5 points	
		Basic measures proposed	Up to 3 points	
		Weak or no measures	1 point	
E. Commitment and job reference				
1	Valid contractor registration			5 points
	Marking	Possession of required registration	Points to be awarded	
		Valid registered minor works contractor or registered general building contractor	5 points	
		Not provided / invalid	0 point	
2	Environmentally friendly solutions + client base			15 points
	Quality of examples and client relevance		Points to be awarded	
	Marking	Strong examples demonstrating sustainable solutions, with relevant client experience (e.g. Hong Kong Science and Technology Park or similar developments)	Up to 15 points	
		Adequate examples with some relevant client experience	Up to 7 points	
		Limited or weak examples / client experience	1 point	

Appendix C Floor Plan

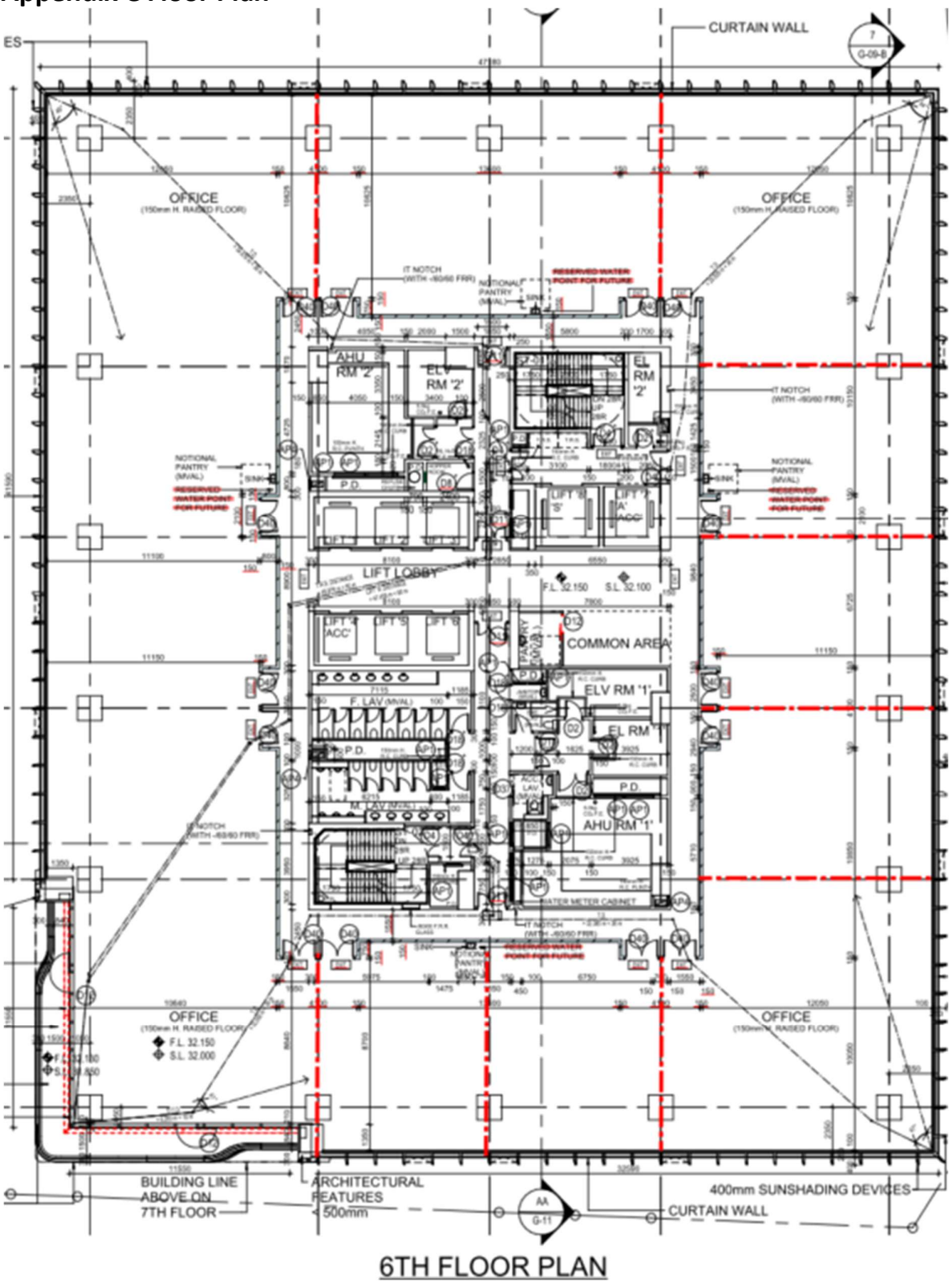


Figure 1: 6/F Floor Plan

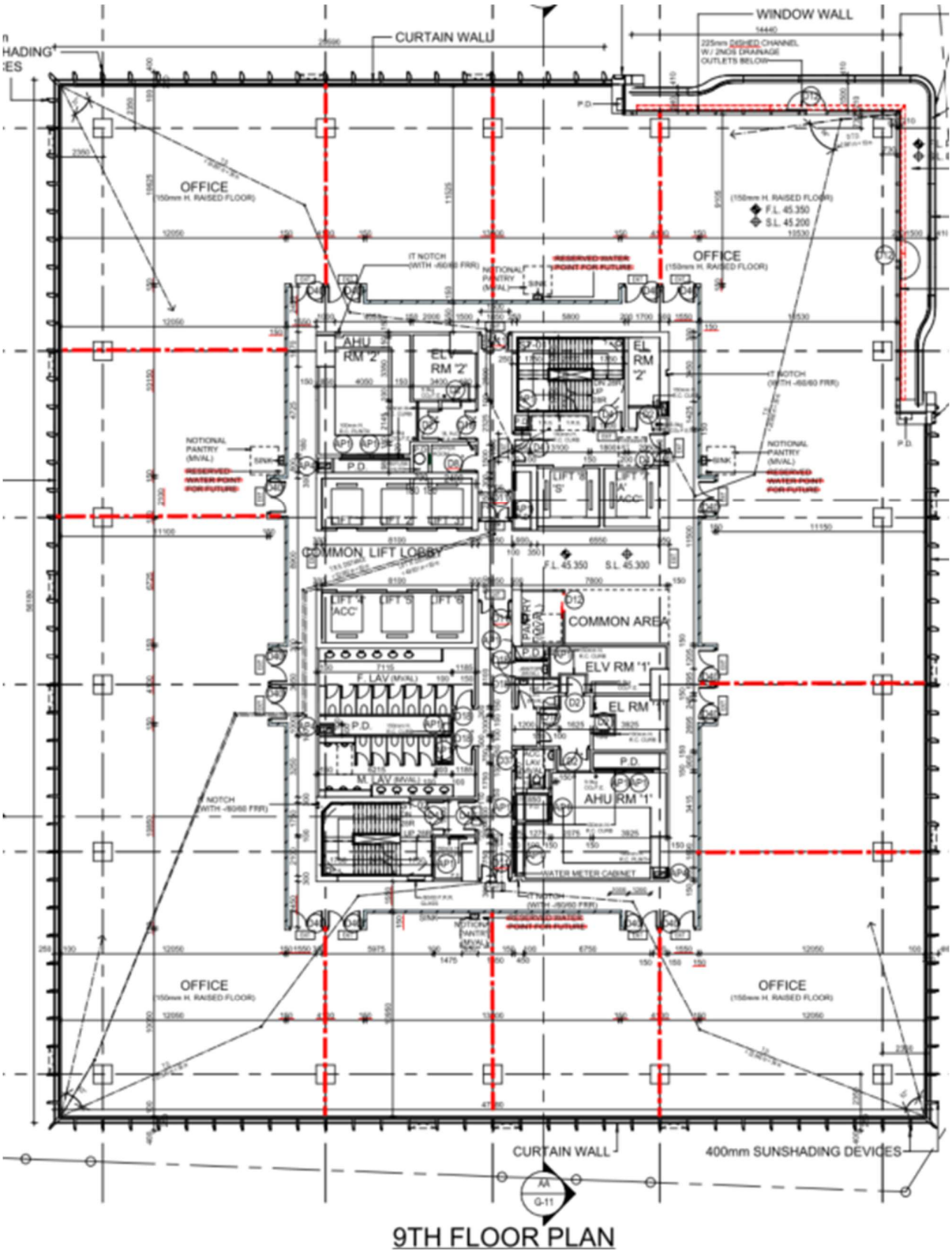


Figure 2: 9/F Floor Plan

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