Tender

For

Reinstate and fitting out works for office area and RCC Lab of

Hong Kong Industrial Artificial Intelligence and Robotics Centre in the HKSTP 19W Building

(Ref: AI00008)

**Part I – General Specification**

1. **Introduction**

The Hong Kong Industrial Artificial Intelligence and Robotics Centre (“FLAIR”) is an establishment by the Hong Kong Productivity Council (“HKPC”) in partnership with RWTH Aachen Campus, world-renowned institute specialising in engineering technology R&D and applications. Leveraging this powerful collaboration, The Flair is expected to develop new technology knowhow for Hong Kong’s applied R&D - in particular innovative solutions related to industrial AI and Robotics. It is also targeting to commercialise at least two spin-offs through proactive R&D outputs, contributing to the reindustrialisation development in Hong Kong.

FLAIR is now looking for qualified supplier(s) (hereinafter referred to as “the Supplier” / “Tenderer / Contractor”) to provide the service of reinstate and fitting out works for office area and RCC Lab (hereinafter referred to as “the Services / the Items”).

FLAIR will go through an open tender to invite Suppliers and will enter into contract with the selected Supplier based on the terms and conditions of this tender document (hereinafter referred to as “the Tender”).

1. **Tender Procedures**

2.1 Clarification of Tender

For enquiries, please contact the following person:

Edward Hung, (Manager, Procurement)

Finance and Procurement Division

Tel: (852) 3978 2907

Email: edwardhung@hkflair.org

Ivy Lau, (Assistant Manager, Finance & Procurement)

Finance and Procurement Division

Tel: (852) 3978 2910

Email: ivylau@hkflair.org

Briefing session and site inspection – The Contractor shall and shall procure its nominated

sub-contractor to attend a briefing session and site inspection to make themselves thoroughly acquainted with the location, general site conditions, accessibility, restrictions for loading and off loading materials, etc. provided that the attendance of the sub-contractor shall not be construed as any implication of consent of FLAIR as required under Section 1.1 of Part II –Technical Specification. The site visit and briefing session will be held as follows:

**Date:** 22 Jan 2025

**Time:** 18:00

**Venue:** Unit 1207-1211, 19W Building of Hong Kong Science and Technology Parks

Prior appointment has to be made with our Mr. Edward Hung at telephone 3978 2907 or Ms. Ivy Lau at telephone 3978 2910 / via email to [edwardhung@hkflair.org](mailto:edwardhung@hkflair.org) and [ivylau@hkflair.org](mailto:ivylau@hkflair.org) **on or before 21 Jan 2025 HK Time** for the briefing and site visits session.

Any clarification questions must be sent by using the Annex 1 – Clarification Question from Tenderer via email to edwardhung@hkflair.org and ivylau@hkflair.org **on or** **before 23 Jan 2025 HK Time.** The questions with the answers will be posted on FLAIR’s website www.hkflair.org **on or before 28 Jan 2025 HK Time**. In this event anonymity will be maintained. Late enquiries may not be considered.

2.2 Submission of Tender Proposals

Based on “Part II – Technical Specification” and “Part III – Fee Specification”, your tender should be completed in two proposals, namely “Technical Proposal” and “Pricing Proposal” with **one set of original document, one set of duplicated document and one soft copy on CD Rom/USB drive for Technical Proposal and one set of original document, one set of duplicated document and one soft copy on CD Rom/USB drive for Pricing Proposal**, which should be:

* sealed and returned by hand in two plain envelopes with the provided Cover Sheet stuck on each of the two envelopes;
  + - marked with “Technical Proposal” or “Pricing Proposal” on the envelopes;
    - marked with the tender reference and closing date on the envelopes; and
    - **Tender proposals shall be lodged in the FLAIR Tender Box, located at the Reception area at G/F, HKPC Building, 78 Tat Chee Avenue, Kowloon, Hong Kong.**
    - **submitted not later than 15:00, 5 Feb 2025 (HK Time).**

Both the hard copies and soft copy of the documents must be submitted in their separate envelopes of Technical and Pricing Proposal respectively.

In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal announced by the Government is/are in force, for any duration between 0830 and 1500 hours (Hong Kong time), the latest date and time before which Tenders are to be submitted to our tender box will be extended to one working day.

Late tenders may not be accepted.

* + 1. The Technical Proposal should include at least the following:
* Tender Submission Form
* Copy of valid Business Registration Certificate or equivalent documents
* Copy of insurance certificates such as Public Liability, Employee Compensation listed on Section 5
* Annex 2 - Confirmation Letter for Compliance with Anti-Collusion Clauses
* Documents and information required in “Part II – Technical Specification”
* Copy of audited financial statements for the last three financial years, such as income statement and balance sheets, directors and auditors reports, cash flow statements
* Application Form for Inclusion in FLAIR Suppliers List (if you are not registered to FLAIR suppliers list), the form can be download from FLAIR website:

[http://www.hkflair.org/](http://www.hkflair.org/en/about-us/tender-information/supplier-registration)

NO PRICE OR COST should be included in “Technical Proposal”, otherwise the tender may not be considered.

* + 1. The Pricing Proposal should include at least the following:
    - Schedule and Offer Form
    - Reply to “Part III – Fee Specification”
    - **Validity Period**

Tender proposal submitted by the Tenderer shall remain valid and open for acceptance

by FLAIR for a period of not less than 90 days after the Tender Closing Date.

The prices quoted by the Tenderer shall include and shall be deemed to include:

* + - * Delivery at the Tenderer's own risk and expense at such place or places as may be required.
      * All royalties and charges for patent rights (if any) and the Tenderer shall indemnify FLAIR, its board of directors, Officers, Servants or Agents and save them harmless against all claims for the infringement of such rights.
    1. Conditions of Tender

1. No unauthorized alteration or erasure to the text of the Tender Document will be permitted. Any Tender containing such alteration or erasure may not be considered.
2. No liability will be admitted, nor claim allowed, in respect of errors in the Supplier’s tender due to mistakes which should have been rectified in the manner described above.
3. If estimated quantities are set forth in the Schedule annexed to the Tender they shall be regarded only as a guide to Tenderers and shall not be binding.
4. Tenderer should, at their own expense, visit, inspect and consider the site and access thereto and obtain for themselves all information that must examine the Tender Documents in order to ascertain the matters as to which they will be deemed to have satisfied themselves and the risks obligations, which they are to undertake.
5. FLAIR accepts no liability for payments of expenses or losses incurred by any Tenderer in the preparation of its Tender.
6. FLAIR reserves the right to reject any tender where the Conditions of Tender (including but not limited to Technical Specification and/or Fee Specification) are not complied with.
7. FLAIR reserves the right to negotiate with any tenderer about the terms of the tender proposal but is not obliged to do so. FLAIR may at its absolute discretion reject any revised or alternative proposal submitted by such tenderer.
8. FLAIR is entitled to accept either the whole or any part of the tender at its sole discretion. FLAIR is entitled to select any kind of Services / Items under the tender to meet its requirement and is not obliged to accept the lowest price or highest score bidder (as the case may be) and to give any reasons.
9. Without prejudice to FLAIR’s right to cancel the Tender, where there are changes of requirements after the Tender Closing Date for operational or whatever reasons, FLAIR is not bound to accept any conforming tender and reserves the right to cancel or withdraw the Tender.
10. Tenderers are advised that it is not FLAIR’s intention to create any contractual relations in this Invitation to Tender until the award of the Contract and FLAIR is not bound to accept any tender which may be received.
11. NOT USED
12. Contractors’ Performance Monitoring

If the Selected Supplier is awarded the Contract, its subsequent performance of the Contract will be monitored and may be taken into account when its future offers for other tender exercises are evaluated.

1. **General Requirements**
   1. Terms of Payment

Payment will be made by electronic means (e.g. bank transfer with 30 days credit against invoice) after completion of goods / services delivery supported by FLAIR’s acceptance, unless otherwise specified.

* 1. Termination

The Contract may be terminated by FLAIR on giving one month prior written notice to the Supplier.

Without prejudice to any other remedy FLAIR may have against the Supplier, FLAIR shall have the right to terminate the Contract immediately if the Supplier:

1. is wound up or is petitioned to be wound up, commits an act of bankruptcy or compound or arrange with its creditors or have a receiving order made against it or being a limited supplier enters into compulsory or voluntary liquidation (except for the purposes of amalgamation or restructure only).
2. refuses or prevents the furnishing of services / goods under the contract.
3. breaches or violates any of the terms and requirements contained in the contract.
   1. Confidentiality

The Supplier shall at all times keep confidential (and to procure that its respective employees shall keep confidential) any confidential information which it may acquire in relation to FLAIR, its clients, business or affairs and shall not use or disclose such information except with the consent of FLAIR or in accordance with the order of a court of competent jurisdiction provided that the obligations of the Supplier contained in this clause shall cease to apply to any information coming into the public domain otherwise than by breach by the Supplier of its obligations contained in this clause and that nothing herein shall prevent the Supplier from disclosing any such information to the extent required in or in connection with legal proceedings arising out of the agreement / contract between the Supplier and FLAIR.

1. **Statutory Obligations**
   1. Working hours, rates of wages etc.

The Supplier shall comply with any current legislation or regulations regarding working conditions, working hours, or rates of payment to employees and accept the risk of any impending legislation or other conditions, which alters any obligations or imposes new obligations.

* 1. Compliance with Laws and Regulations

The Supplier shall ensure full compliance in accordance with the laws and regulations of the Hong Kong Special Administrative Region (“Hong Kong”).

* 1. Where applicable, the Supplier (and its sub-contractors, if any) shall ensure that all staff, labour and workers employed and engaged in the supply of the Services to FLAIR are legally entitled to be so employed and engaged, and that all necessary qualification, registration, visas, licenses and permits have been obtained. The Supplier shall indemnify FLAIR on demand from any losses, liabilities, costs and claims resulting from violation of or failure to comply with any terms or conditions of any qualification, registration, permits, licenses or visas or any applicable requirements of Hong Kong laws, ordinances, rules and regulations by staff, labour or workers (e.g. the “Designated workers for designated skills” provision under the Construction Workers Registration Ordinance). From time to time FLAIR may require the Supplier (and its sub-contractors) to demonstrate that all necessary qualification, registration, visas, licenses and permits have been obtained for the lawful employment and engagement of staff, labour and workers in connection with the supply of the Services.
  2. Safety precautions

The Supplier shall comply with the Labour Department's regulations for safety and health. The Supplier shall be liable for, and shall indemnify FLAIR against, any expense, liability, loss, claim or proceedings whichever arising under any statue or at the common law in respect of personal injury to or death of any person, or in respect of any injury or damage whatsoever to any real or personal property in so far as such injury or damage whomever arising out of or in the course of or caused by the carrying out of the works.

1. **Insurance**
   1. Employees’ Compensation Insurance

FLAIR shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any person in the employment of the Supplier, save and except an accident or injury resulting from the negligence of FLAIR, its agents or servants. The Supplier shall indemnify and keep indemnified FLAIR against all such damages and compensation save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Compliance with the insurance provisions of this clause shall not limit or modify the Supplier’s liability under the indemnity aforesaid.

The Supplier shall insure against such liability with an authorized Insurer in Hong Kong and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required produce to FLAIR such policy of insurance and the receipt for payment of the current premium.

The Supplier’s insurance under this clause shall take the form of an Employees’ Compensation Insurance Policy complying with the latest requirements of the Hong Kong Employees’ Compensation Ordinance and covering this Common Law liability for an unlimited amount during the period of insurance.

* 1. Third Party & Public Liability Insurance

The Supplier shall indemnify and keep indemnified FLAIR against all losses and claims in respect of injuries to any person or damage to any property whatsoever that may arise out of or in consequence of the provision of the Service and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Compliance with the insurance provisions of this clause shall not limit or modify the Supplier’s liability under the indemnity aforesaid.

The Supplier’s insurance must have a valid cover note of Third (3rd) Party Insurance & Contractor’s All Risk Insurance for the sum of **HK$30million** per claim for unlimited claim during the fit-out / reinstatement period and all external work involved, the insurance shall be in joint name of **Urban Property Management Limited as the Facilities Managing Agent** as well as **Hong Kong Science & Technology Parks Corporation as the Owner** and the Contractor / its Sub-contractor. The Third (3rd) Party Insurance & Contractor’s All Risk Insurance policy shall include the clauses to the same effect as:

1. The cross liability clause

2. Indemnity to principal clause

3. Waiver of subrogation clause

4. The Insurer shall inform Hong Kong Science and Technology Parks Corporation and the Facilities Management Office within 60 days advance notice in the event of cancellation of insurance or any change in the coverage provided under the Policy.

Please refer to Appendix 4 (E. Insurance Requirement).

1. **Protection of properties**
   1. The Supplier shall take every precaution necessary to protect the public from injury or death during the course of works.
   2. The Supplier shall maintain and protect all public properties of public utility companies and bear all costs incurred in making good any damage caused thereto.
   3. The Supplier shall take every precaution necessary to protect adjoining properties from damage and shall bear all costs incurred in remedying damage caused through lack of proper care on its part.
   4. Special precautions should be taken to protect properties of FLAIR and its client(s) from damage and the Supplier shall bear all costs incurred in making good all damages caused through lack of proper care on its part.
   5. The Supplier shall maintain all existing roads, footpaths, steps, etc. and reinstate any damage caused by any reason whatsoever during the progress of the works.
   6. It will be the Supplier’s responsibility to ensure that the roads leading to and around FLAIR and its client(s) premises shall be kept free from obstruction brought about by the works on the site and in no way shall cause any hindrance to traffic or ancillary works either by its own vehicles or by its workpeople, materials, etc.
   7. The Supplier shall be responsible for repairing damage to private streets and access roads if deterioration occurs during the contract period.
   8. The Supplier shall take all necessary steps to restrict the nuisance of dust and noise.
2. **Handling of Materials and Garbage**
   1. Loading and unloading of materials

The Supplier shall take every care in the loading and off-loading of materials for the works, ensure that the streets, roads and footpaths are not obstructed or the traffic impeded and conform with the police regulations therewith.

The Supplier shall take all necessary precautions and care to cause minimal disturbances to the occupants and the usual operations of the existing building.

* 1. Removal of garbage

The Supplier shall remove garbage at frequent intervals during the progress of the works and FLAIR premises shall be left clean and tidy to the satisfaction of FLAIR on completion.

* 1. Treasure trove, coin, etc.

Any treasure trove, coins or objects of antiquity shall become the property of FLAIR and shall be carefully removed by the Supplier and handed to FLAIR.

1. **Liquidated Damages**

If the Supplier is unable to satisfactorily complete the work as per the specification and within the specified completion time, the contractor may be required to pay FLAIR with liquidated damages at a rate of **2%** of the contract value per day for each day of delay, capped at a maximum of **100%** of the total contract value.

Any delivery of goods or services after 30 April 2025 will NOT be accepted and paid.

1. **Warning against Bribery**
   1. The offer of an advantage to any public officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
   2. The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the supply of the Goods that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.
2. **Force Majeure**

Neither parties shall be liable for failure to perform its obligations under the Contract if such failure is as a direct result of circumstances well beyond their control. In the event of a Force Majeure event, the party suffering adverse circumstances will make best endeavours to remedy the situation as soon as the circumstances have changed. The Supplier is expected to use diligence in selecting sources of supply for bought out parts and to exert the necessary control over his contracts such that late delivery of bought out parts and material will not be considered a case of Force Majeure.

1. **Default**

If the Supplier fails 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 by both parties, FLAIR may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Supplier, but without prejudice to any claims by FLAIR for breach of Contract including but not limited to its right of FLAIR to assign the balance of the uncompleted Services to another contractor or contractors whereupon the Supplier shall be liable for any sums so incurred in excess of the contract price.

1. **NOT USED**

**Part II – Technical Specification**

1. **Obligations of the Supplier**
   1. Subcontracting and / or out-sourcing the works to other sub-supplier(s) without the prior consent from FLAIR is not allowed.
   2. The Supplier shall meet all the terms and requirements set out in this tender document.
2. **Scopes of Service**

As per the Works Scopes and Statutory Requirements/Ordinances/Regulations, the Contractor shall provide and employ all necessary designers, professional persons who are registered engineer board / recognized by HKSAR Government, manpower, materials and tools/ equipment for completion of reinstatement and building of the fitting out works for office and Lab area of Hong Kong Industrial Artificial Intelligence and Robotics Center at Unit 1207-1211 on 12/F and RCC Lab R03 on 1/F in 19W Building in the Hong Kong Science and Technology Parks (HKSTP).

The landlord of the office and RCC Lab is Hong Kong Science and Technology Parks Corporation.

**2.1 Unit 1207-1211 Office Reinstatement Work**

2.1.1 The supplier must provide labour, tools and material to perform the reinstatement work and must adhere to all requirements of landlord as following but not limited to:

* + - Tenant Fit-out Guide (Appendix 2)
    - Safety Requirement for Construction Fit Out Reinstatement Works (Appendix 3)
    - Reinstatement Standard and Requirements (Appendix 4)
    - 19W 1207-1211 Handover Photo (Appendix 6)
    - 科學園裝修工程安全事項簡報 (Appendix 9)
    - Annex A – T (Appendix 11)

2.1.2 Perform reinstatement work included but not limited to all reinstatement tasks mentioned in the briefing session and adhere to landlord’s requirements.

2.1.3 Perform the following tasks in office and adhere to landlord’s requirements. Including but not limited to the following:

* + - Dismantling the network connecting from 12/F office to 1/F RCC lab.
    - Dismantling, cleaning up and disposal after reinstatement work

2.1.4 Supply all items mentioned in the Facility Check Form (Appendix 5) and return to landlord.

2.1.5 The supplier shall handle all communications, applications and approval requests with the landlord concerning the office reinstatement project. This includes addressing any landlord concerns and ensuring compliance with all landlord’s requirements.

2.1.6 The supplier shall prepare and submit all necessary application documents for the office reinstatement project. This includes obtaining any required permits, licenses, and approvals from relevant authorities and the landlord.

2.1.7 The supplier shall seek FLAIR’s endorsement on documents when necessary. FLAIR will be responsible only for reviewing and endorsing the documents prepared by the supplier.

2.1.8 Specific items mentioned in Tenant Fit-out Guide (Appendix 2) must be completed by the landlord’s approved contractors / maintenance contractor according to the landlord's Approved Maintenance Contractors List (Appendix 1)

2.1.9 Supply of normal power, potable water and air-conditioning will be suspended once your reinstatement work (including protection work) is commenced. The supplier is responsible for arranging and providing their own electricity and water supply for the duration of the project.

2.1.10 The supplier shall use materials strictly in accordance with the Material List for reinstatement works (Appendix 10).

2.1.11 The supplier must secure proper insurance cover according to landlord’s requirement.

2.1.12 The supplier must strictly adhere to the safety guidelines (Appendix 3 & 9) provided by landlord.

2.1.13 The supplier shall be responsible for any and all penalties, fines, or charges imposed by the Landlord as a result of non-compliance, delays, or any other issues arising during the reinstatement project. The Supplier agrees to indemnify and hold harmless the Client from any such penalties, ensuring full compliance with the Landlord's requirements and timelines.

2.1.14 The project will be considered complete only upon final acceptance by the landlord appointed representative. Any deficiencies or non-compliance issues identified by the representative must be rectified by the supplier at no additional cost.

**2.2 RCC R03 Lab Reinstatement Work**

2.2.1 The supplier must provide labour, tools and material to perform the restatement work and must adhere to all landlord’s requirements as following but not limited to:

* + - Tenant Fit-out Guide (Appendix 2)
    - Safety Requirement for Construction Fit Out Reinstatement Works (Appendix 3)
    - Reinstatement Standard and Requirements (Appendix 4)
    - 科學園裝修工程安全事項簡報 (Appendix 9)
    - Annex A – T (Appendix 11)

2.2.2 Perform the following tasks in Lab and adhere to landlord’s requirements. Including and not limited to the following:

* + - Removal of FLAIR logo
    - Uninstall all wiring and all cable trucks
    - Electricity Cabinet reinstatement
    - Dismantling, cleaning up and disposal after reinstatement work

2.2.3 Make sure all items mentioned in the RCC Lab Handover Check Form (Appendix 8) can be returned to landlord.

2.2.4 The supplier shall handle all communications with the landlord concerning the office reinstatement project. This includes addressing any landlord concerns and ensuring compliance with all landlord’s requirements.

2.2.5 The supplier shall prepare and submit all necessary application documents for the office reinstatement project. This includes obtaining any required permits, licenses, and approvals from relevant authorities and the landlord.

2.2.6 The supplier shall seek FLAIR’s endorsement on documents when necessary. The company will be responsible only for reviewing and endorsing the documents prepared by the supplier.

2.2.7 Supply of normal power, potable water and air-conditioning will be suspended once your reinstatement work (including protection work) is commenced. The supplier is responsible for arranging and providing their own electricity and water supply for the duration of the project.

2.2.8 The supplier shall use materials strictly in accordance with the Material List for reinstatement works (Appendix 10).

2.2.9 The supplier must secure proper insurance cover according to landlord’s requirement.

2.2.10 The supplier must strictly adhere to the safety guidelines (Appendix 3 & 9) provided by landlord.

2.2.11 The supplier shall be responsible for any and all penalties, fines, or charges imposed by the Landlord as a result of non-compliance, delays, or any other issues arising during the reinstatement project. The Supplier agrees to indemnify and hold harmless the Client from any such penalties, ensuring full compliance with the Landlord's requirements and timelines.

2.2.12 The project will be considered complete only upon final acceptance by the landlord appointed representative. Any deficiencies or non-compliance issues identified by the representative must be rectified by the supplier at no additional cost.

1. **Information to be Provided by the Supplier**
   1. Evaluation Criteria

A total score of 100 will be assigned in this Section. The passing mark is 60.

Only tenders getting at least 60 marks will be considered further.

|  |  |  |
| --- | --- | --- |
| **Item No.**  **項目編號** | **Description**  **描述** | **Weighting權重 (%)** |
| (1) | **Supplier Profile**   * Please provide company information, including but not limited to:   1) Company Background: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  2) Year of establishment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  3) No. of staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  4) Areas of strengths: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 30%  Breakdown  1)10%  2)5%  3)5%  4)10% |
| (2) | **Client Profile and Job Reference**   * Please provide **at least 2** relevant / similar job / project references in **recent 3 years** related to engineering or reinstatement work in HKSTP premises, with each project amount exceeding HKD200,000; information should include but not limited to the following: * Names of client(s) * Project name with project sum * Scope of work & proof of experience which involved to engineering / reinstatement work in HKSTP premises * Photos/videos as proof of experience (If applicable) * Reference/complimentary letter from clients (If applicable)   **Reference 1**  1. Name of client:  2. Project name:  3. Project sum:  4. Scope of work:  5. Please provide photos/videos as proof of experience (Y/N)  6. Reference/complimentary letter from clients (Y/N)  **Reference 2**  1. Name of client:  2. Project name:  3. Project sum:  4. Scope of work:  5. Please provide photos/videos as proof of experience (Y/N)  6. Reference/complimentary letter from clients (Y/N) | 40%  Breakdown  Reference 1) 20%  Reference 2) 20% |
| (3) | **Designated Staff to handle FLAIR account**   * Please advise on the number of staff designated to serve FLAIR * Please provide the CV of the project in-charge, which should include but not limited to, title, years of experience, areas of competence, qualifications, etc. | 30% |

* 1. Mandatory Requirements

The Supplier is mandatory to complete the following table which requires full compliance to be considered further in the tender evaluation process.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description/ Requirement** | **Fully Comply**  **(Yes/ No)** | **Remarks, if any** |
| 1. | Compliance to General Specifications – The Supplier shall ensure **full compliance** to all the terms, requirements and specifications exclude section 3 as set out in “Part I – **General Specification**”. |  |  |
| 2. | Compliance to all requirements as set out in “section 2 of Part II – Technical Specification”. |  |  |
| 3. | The Supplier acknowledged that any delivery of goods or services after 30 April 2025 will NOT be accepted, and FLAIR has no obligation to make any payment. |  |  |

* 1. Terms and Conditions Compliance

The Supplier should state its compliance on the Terms and Conditions in the following table.

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description/ Requirement** | **Fully Comply**  **(Yes/ No)** | **Remarks, if any** |
| 1. | Compliance to all the terms, as set out in Annex 3 – General Terms and Conditions for Contract |  |  |

1. **Tender Evaluation**
   1. A total score of 100 is assigned to “Section 3 Information to be Provided by the Supplier”. Tender with scores less than 60 or failing in any attribute may be regarded as unsuccessful and may not be considered further.
   2. The technical to price assessment weight will be 40% and 60% respectively.
   3. Score Calculation Methodology

Technical Score

Supplier Technical Score = (Supplier Score / Highest score) x 40%

Price Score

Supplier Price Score = (Lowest Price / Supplier Price) x 60%

Overall Supplier Score

Overall Supplier Score = Supplier Technical Score + Supplier Price Score

* 1. Tender responses will be evaluated by two processes: i) Technical Evaluation, and ii) Price Evaluation. Technical Evaluation will be carried out first to ensure that the solutions proposed meet all mandatory requirements specified in this invitation to tender. Price Evaluation will be conducted for tenderers who have passed the technical evaluation.
  2. In principle, FLAIR may select the tender with the highest total scores from technical proposal and pricing proposal. However, FLAIR reserves the right to accept the whole or part of the tender and is not bound to accept the highest scores or any tender.
  3. Tentative schedule

### It is a tentative schedule of the tender process. However, FLAIR reserves the right to change the schedule to suit its operation need.

| Items | Tentative Schedule |
| --- | --- |
| Site Visit to potential tenderer | 22 Jan 2025 |
| Tender Q&A Submission by Supplier | 23 Jan 2025 |
| Posting of Q&A Reply from FLAIR | 28 Jan 2025 |
| Tender Closing Date | 5 Feb 2025 |
| Tender Evaluation | Early Feb 2025 |
| Tender Award / Issue Purchase Order | Mid Feb 2025 |
| Delivery schedule | Target commencement of reinstatement:  1 Mar 2025  Inspection Date by HKSTP & FLAIR  18 Apr 2025  Completion of work:  30 Apr 2025 |

1. **All documents / materials submitted to FLAIR will not be returned.**

**Part III – Fee Specification**

Please submit “Pricing Proposal” with **one set of original documents**, **one set of duplicate documents** and **one soft copy on CD ROM/USB Drive**, which should be sealed in separate plain envelope.

The Tenderer shall complete the tables below to show the prices for the provision of the proposed solutions. All other associated costs shall be specified (if any).

1. **Prices**
   1. Price Table

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **QTY** | **Unit Price  (HK$)** | **Total Price  (HK$)** |
| **1** | **Reinstatement Work**  **a.** Office area, Room 1207-1211, Building 19W, Hong Kong Science Park  (Please refer to Section 2.1 of Part II – Technical Specification)  **b.** RCC Lab, R03, Building 19W, Hong Kong Science Park  (Please refer to Section 2.2 of Part II – Technical Specification) | 1 AU |  |  |
| **2** | Cost of Insurances per the requirements as stated in Part I – General Specification, Section 5 | 1AU | INCLUDED | INCLUDED |
| **3** | (Others if any, please specify) |  |  |  |
| **Total price** | | | |  |

1. **Payment Term**

Please specify the alternative payment schedule and terms if payment term as stated in section 3 of Part I – General Specification is not acceptable by the Supplier:

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1. **Validity of Quoted Prices**

The offer provided above shall remain valid and open for acceptance by FLAIR for a period of not less than 90 days after the Tender Closing Date. No change shall be made without the prior consent of FLAIR.

Remarks:

The submitted pricing proposal must comply with the submitted technical proposal in accordance with those requirements set by FLAIR in “Part I – General Specification” and “Part II –Technical Specification”.