Date: 24 March 2025 Our ref: 202503245FLAB

Invitation to Tender

Tender for Professional Design, Government Submission Services and Tender Administration of Renovation and Addition & Alternation (A & A) Works at 3/F to R/F, Heung To Middle School

Dear Sir / Madam,

We would like to invite your company to submit the tender for the captioned subject.

The following documents are attached for your preparation of tender.

- 1. Appendix A Project Background
- 2. Appendix B Scope of Services
- 3. Appendix C Condition of Engagement
- 4. Appendix D Schedule of Payment

You are required to submit your tender in the format as specified in the Tender Document.

Your company information is also to be submitted for reference.

The sealed envelope labeled with "CONFIDENTIAL: Tender for Professional Design, Government Submission Services and Tender Administration of Renovation and Addition & Alternation (A & A) Works at 3/F to R/F, Heung To Middle School" shall be deposited in to tender box at Heung To Middle School not later than 12:00 noon on 14 April 2025. Opening hours of the tender box will be 9:00 a.m. to 12:00 noon on that date. Later tender will NOT be considered.

If you have any query, please feel free to contact Chi Chih Hung at tel. 2779 0182.

Thank you for your attention.

Yours faithfully, For and on behalf of Heung To Middle School

Dr. Wong Chung Leung

Principal

1. Project Background

- a. Heung To Middle School at 33 To Yuen Street, Kowloon Tong, Kowloon. The existing building is 5 storyes.
- b. We, Heung To Middle School intend to employ the Authorized Person (AP) consultant as a lead consultant with their Sub-consultants to deliver the following major services, with a view of procuring the appropriate contractor to complete the Project as a design basis:
 - i. Design the Layout at 5/F and R/F
 - 5/F: movable partition, relocation of laboratories and preparation room, etc.:
 - R/F: arrangement of Solar Panel sets and stairhood.
 - ii. Addition & Alternation (A & A) Works of Staircase with Stairhood from 5/F to R/F.
 - iii. A & A Works of Means of Escape (MOE).
 - iv. Design of Lifting Platform from 3/F to 5/F.
 - v. Tender Administration.
 - vi. Co-ordination with the Specialist, Laboratory Consultant, etc.
- c. The tenderer is required to have "qualification" submission when they submit their tender:
 - i. Band 1 or Band 2 Consultant grading in AACSB List Architectural Firm.
 - ii. Certificate of ISO 9001:2015.
 - iii. Over 20 years of experienced Registered Architect to supervise the Project.
 - iv. CVs of the key personnels.
 - v. Job reference, especially of laboratory design and similar consultancy services.
- d. The tenderer is required to submit the following information when they submit their tender:
 - i. Duly completed and signed Appendix D Schedule of Payment attached.

2. Scope of Services

- a. Authorized Person (AP) & Registered Architect (RA)
 - i. To act as AP in the capacity as required under Buildings Ordinance and the relevant regulations, etc.
 - ii. To design the layout at 5/F, and comply with Building Regulations in HK.
 - iii. To prepare and submit Building & Structural plans to Buildings Department for the New MOE and staircase with stairhood.
 - iv. To co-ordinate the Sub-consultants (ie Registered Structural Engineer) to prepare the submission plan to Buildings Department.
 - v. Liaise with the government departments, ie Buildings Department, Fire Services Department, Lands Department, Education Bureau, etc.
 - vi. To prepare the tender administration to award the Main Contractor.
 - vii. To attend design meetings by RA, where necessary.

b. Registered Structural Engineer (RSE)

- i. To act as RSE in the capacity as required under Buildings Ordinance and the relevant regulations, etc.
- ii. To prepare and submit Building & Structural plans to Buildings Department.
- iii. Liaise with the government departments.
- iv. To attend design meetings, where necessary.

3. Condition of Engagement

- a. Payment Terms and Termination
 - i. Payment date: 20 calendar days upon the receipt of invoice.
 - ii. Both parties shall have the right to terminate this agreement by serving on the other party 30 days written notice. Upon termination, the Consultant shall be paid on a quantum-meruit basis.
 - iii. The fees payable to the Government Departments and could be reimbursed after the payments. Where necessary, the Consultant is allowed to make the application to the Client requesting their payment of government fees directly.
 - iv. The total amount of the consultancy service shall be inclusive of all tax, costs, expenses and disbursements incurred by the Consultant including without limitation costs relating to printing including the Consultant's internal printing, printing and scanning fees for statutory submissions, tender and construction drawings / documents, the provision of reports, photographic record, specifications and other documents as provided for in this Agreement.

b. Copyright

- i. The copyrights of all drawings, materials and designs related to the Project are vested with the Consultant. However, upon the settlement of all outstanding fees, the Client shall be entitled to make use of all the drawings, materials and designs prepared by Consultant and complete the same project by the others, in case of the early termination of this services.
- ii. Upon completion of all stages of these consultancy agreements, all the design liabilities are to be transferred to the Contractor. In this regard, it is expressly agreed by Consultant that the copyrights of all the government submissions, etc. shall be released and the corresponding professional duties on the same shall be ceased.
- iii. None of the documents provided by or on behalf of the Client to the Consultant or provided by or on behalf of the Consultant in connection with this Services Agreement shall be used by the Consultant for any purpose otherwise than the purposes envisaged by this Agreement.

4. Schedule of Payment

Payment Schedule shall refer to the following table:

-	Upon signing the Agreement	25%	HK\$	
-	Upon submission of Staircase (A & A Works) to BD	15%	HK\$	
-	Upon approval of Staircase (A & A Works) by BD	25%	HK\$	
_	Upon completion of Tender Documents for Main Contract	20%	HK\$	
_	Upon award of Main Contract	15%	HK\$	

Total Amount	HK\$	

Form I

Tender Form for Professional Design, Government Submission Services and Tender Administration of Renovation and Addition & Alternation (A & A) Works at 3/F to R/F, Heung To Middle School

Name and Address of School: Heung To Middle School

33 To Yuen Street, Kowloon Tong

Tender No: 202503245FLAB

Tender Closing Date: 14th April 2025 (12:00 noon)

Part I

The undersigned hereby offers to undertake the service as described in the written quotation/tender schedule within the period of time as specified therein from the date of a firm order placed by the school at the price or prices quoted in the written quotation/tender schedule including labour, materials, all other charges and in accordance with the details provided by the school. In so doing, the undersigned acknowledges that all items not otherwise specified shall be provided in accordance with such details; written quotations/tenders shall REMAIN OPEN FOR 90 DAYS after the Closing Date; and the school is not bound to accept the lowest or any written quotation/tender and reserves the right to accept all or any part of any written quotation/tender within the period during which the written quotations/tenders remain open. The undersigned also warrants that his Company's Business Registration and Employees' Compensation Insurance Policy are currently in force and that the service which his Company offers to undertake will not cause any damage to the school's premises.

Part II

CONFIRMATION OF TENDER VALIDITY

With reference to Part I of this written quotation/tender form, it is reconfirmed that the validity of written quotation/tender offered by this company remains open for 90 days from 14 April 2025.

The undersigned also agrees to accept the fact that once the validity of written quotation/tender is reconfirmed, the pre-printed clause specified in the Company's written quotation/tender forms in regard to this nature shall NOT apply.

Part III

SAFEGUARDING NATIONAL SECURITY

The undersigned acknowledges that notwithstanding anything to the contrary in the quotation/tender documents, the school reserves the right to disqualify this company on the grounds that this company has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

The undersigned also acknowledges that the school may immediately terminate the contract upon the occurrence of any of the following events:

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

The undersigned also agrees to accept the fact that once the Tender Validity Period is reconfirmed, the pre-printed clause specified in the company's tender forms in regard to this nature shall NOT apply.

Dated this	day of	of 2025	
Signature		in the capacity of	
with company ch	op (State official	position, e.g. Director, Man	ager, Secretary, etc.)
duly authorized to	o sign tenders for	and on behalf of	
whose registered	office is situated	at	
		22-23-24	Hong Kong.
Telephone No.	:		
Fax No.	:		
Authorized Signs	ature and Compar	ny Chon:	

Form II

聲明

營辦商,其僱員及代理人不得向學校僱員、校董會/法團校董會成員,或負責考慮本合約事宜的有關委員會的任何家長或學生代表提供利益 (香港法例第201章 《防止賄賂條例》所界定的「利益」)。 假如營辦商,其僱員及代理人在履行本合約時,觸犯 《防止賄賂條例》所訂明的任何罪行,則學校可取消合約,而營辦商須為學校因此而蒙受的任何損失或損害負上法律責任。

本人已細閱上述《防止賄賂條例》的內容,並會/不會遵守條例中的規定。

Name of Tenderer:	
Authorized Signature and Company Chop:	
Date:	

From III

Notice for Declining Tender Invitation

If you are unable or do not wish to tender, please return this form with reason to "Heung To Middle School, 33 To Yuen Street, Kowloon Tong, Hong Kong", at your earliest convenience.

To:	Heung To Middle School		
School Reference No:	202503245FLAB		
Invitation to Tender for:	Professional Design, Government Submission Services and Tender Administration of Renovation and Addition & Alternation (A & A) Works at 3/F to R/F, Heung To Middle School		
Tender Submission C Date:	Closing 14 th April 2025 (12:00 noon)		
We are unable to quote/ter Please tick the appropriate	nder owing to the following reason(s): e box(es).)		
☐ Unable to provide t	he service / product specified in the tender		
☐ Unable to meet the	Jnable to meet the requirement specified in the tender		
☐ Unable to meet the	Unable to meet the tender schedule		
☐ Fail to submit the to	Fail to submit the tender by the closing date		
☐ Other (please speci	fy)		
Company / Supplier:			
Authorized Signature and Company Chop:	Company Chop		
Name in Block:			
Designation:			
Date:			









