

INVITATION FOR TENDER

Renovation Work for

Rooms 1706 – 1709, Fortress Tower, 250 King's Road

Ref: T121/04122023/AD/AP

Version: 2.0

Date: 4th December 2023

Proprietary and Confidential

1 BACKGROUND

- 1.1 The Travel Industry Council of Hong Kong ("TIC") is a trade association of the travel agency industry, that has eight Association Members and about 1,600 travel agency members. Its objectives are to maintain a high standard of professionalism within the industry and to protect the interests of both the trade and travellers. Further information about the TIC can be found at https://www.tichk.org.
- 1.2 TIC currently operating in two premises. They are at Room 1706 1709, and Room 1809 of Fortress Tower, 250 King's Road, North Point. The gross area of the two premises are 6,962 square feet and 1,768 square feet respectively.
- 1.3 With the changes in the role of TIC from 1st September 2022, TIC would need to re-configurate its office premises to match its new operation requirements.
- 1.4 The TIC is now inviting tenders from qualified and reputable contractor to provide a professional solution for the re-configuration of its office premises ("the Project").
- 1.5 This Tender document does not constitute a commitment from the TIC to purchase any service from the Tenderers. All response to this document will be restricted for use by the TIC and the relevant parties only.
- 1.6 In this tender, unless otherwise stated, the following terms and expressions shall have the following meaning:

Term	Definition		
TIC	means The Travel Industry Council of Hong Kong		
Tenderer	means the interested party which has been invited and		
	submitted all the tender documents successfully to TIC.		
Successful	means the tenderer who is awarded the Tender.		
Tenderer/			
Contractor			
Project	means the renovation work at TIC premises		
Sub-contractor	mean any third party that agrees to provide the		
	Contractor with services necessary for the Contractor		
	deliver the Project to TIC.		
Warranty Service	Mean the contractor work to fix any defects found within		
	3 months of Project completion.		

2 PROJECT OBJECTIVES

- **2.1.** Create an Executive Room for senior executives use, that could also be used for media interview.
- **2.2.** Create a meeting room that could accommodate up to 10 persons.
- **2.3.** Renovate the current conference room to accommodate up to 27 persons.
- **2.4.** Construct a new reception area to maximize floor space usage.
- **2.5.** Create a training room with separate entrance not smaller than 1,000 square feet usable area.
- **2.6.** Re-configurate employees' workstations to accommodate 6 Managers and at least 35 staff members, and
- **2.7.** TIC operations will continue stay in Room 1706 1709 during the renovation period.

3 WORKING SCHEDULE

- 3.1 The implementation of the project and the hand over of the site shall be on or before 31st August 2024.
- 3.2 After the hand over of the site, the site will have three (3) month free warranty period. During the period, defects identified will be fixed by the contractor free of charge.
- 3.3 Based upon the high-level plan above, Tenderers shall propose a detailed working schedule. The working schedule will include the movements of existing TIC employees to make space available for next scheduled work.
- 3.4 Tenderers may give alternative suggestions, as long as the proposed plan satisfies the condition that the project completed within the specified timeframe.
- 3.5 Apart from the major activities, Tenderers are requested to include other recommended settings in the Renovation Plan.
- 3.6 The TIC reserves the right to alter the above timetable when deemed necessary.

4 TECHNICAL PROPOSAL

The proposal to be submitted shall demonstrate the Tenderer's ability in undertaking a project in accordance with the scope of services specified in Sections 2 and 3, and shall contain at least the following information:

4.1 Work Approach and Solution

The proposed work approach shall include a detailed description of how the tenderer is going to provide the required services. Description shall show the Tenderer's understanding of the requirements and deliverables to be produced.

4.2 Company Profile

The tenderer's company information and the name and background information of the sub-contractor company/companies (if any) that is/are employed for the project.

4.3 Company Portfolio

A list of key relevant projects in the past three years, with awarded contract sums, dates and recipients.

4.4 Project Management Methodology

Description of the proposed project management methodology, which will be adopted in managing, monitoring the project and delivering the renovation work.

4.5 Others

- 4.5.1 Floor Plan layout for Rooms 1706 1709 Fortress Tower with actual measurement and scale.
- 4.5.2 Computer-Stimulated pictures or drawings of the premises after the renovation work is completed.
- 4.5.3 Any other information that may be relevant to assist the TIC in the evaluation of the proposal.
- 4.5.4 A Statement of Compliance which reads:

 "It is acknowledged that I/we, the undersigned/the limited company hereunder mentioned do hereby confirm that the
 - proposal submitted is in accordance with the terms, conditions and other matters referred to in the Tender document issued by the Travel Industry Council of Hong Kong on **30 November 2023**".
- 4.5.5 Proposals which fail to include the above information may be eliminated from the review process.
- 4.5.6 Tenderers should exclude all fee information from the technical proposal. Whenever any fee is included in the technical proposal, the submission will be **disqualified**.

5 REQUIREMENTS ON PRICING

5.1 Renovation Work Contract Sum

The contract sum quoted shall be a fixed amount inclusive of all material, labour costs, furniture, fixtures, and equipment (if any) in delivering the renovation work.

5.2 Terms

- 5.2.1 The TIC is entitled to withhold or to claim the payment of any portion of the contract sum in the event that:
 - any service or any deliverable is not performed to the satisfaction of the TIC
 - that portion of the contract sum is disputed by the TIC on reasonable grounds
- 5.2.2 Payments made by the TIC to the Contractor shall not preclude the TIC from exercising its rights to request it to make good any defect or deficiency which may be discovered subsequent to the payment.
- 5.2.3 The tenderer shall make certain that the prices quoted are accurate before submitting its proposal. Under no circumstances will the TIC accept any request for price adjustment on the ground that a mistake has been made in the price proposal.
- 5.2.4 The TIC shall have the right to disclose to any persons, whenever it considers appropriate, of the fees, cost and expenses payable by the TIC for engaging the Successful Tenderer and/or the price proposal submitted by it.
- 5.2.5 All prices shall be quoted in Hong Kong Dollars on an itemized basis.
- 5.2.6 The Successful Tenderer shall provide a clear payment schedule. The terms may adjust after discussion with the TIC.

6 FREE WARRANTY SERVICES

- 6.1 Upon completion of renovation work, the Successful Tenderer shall provide free warranty services for three (3) months to warrant that the renovation work is free from any work defect.
- 6.2 During the warranty period, the Successful Tenderer shall take immediate remedial action for any identified defects and breach of warranty.

7 ACCEPTANCE CRITERIA

7.1 The TIC does not bind itself to accept the proposal quoting the lowest price or any proposal and reserves the right to negotiate with any prospective service providers about the terms of the offer.

8 NOTES TO TENDERER

8.1 Insurance

Without prejudice to the Tenderer's liability to indemnify the TIC under the Project, the Tenderer shall at its own expense maintain for the benefit of, and in the joint names of, the Tenderer and the TIC the following insurance policy covering the period from the start day to the completion day of the Project.

Public Liability Insurance - in respect of personal injury, death, loss and damage to property, Tenderer shall provide details of its proposed insurance arrangements (including the name of its insurer, coverage and indemnity limit), arising out of or being caused by the carrying out of the renovation work by the Contractor, its employees or agents.

8.2 Conflict of Interest

- 8.2.1 The Successful Tenderer shall during the contract period ensure that it (including each and every officer, employee and agent of the Successful Tenderer) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons (collectively "Restricted Group") shall not undertake any business, activity, service, task, or job or do anything whatsoever for its own account (whether on its own or in conjunction with another person(s) in a joint venture or partnership or other business entity) or for or on behalf of another person (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor's duties or obligations under the Contract without the prior written approval of the TIC.
- 8.2.2 The Successful Tenderer shall forthwith notify the TIC in writing of all or any facts which may reasonably be considered to give rise to a situation where the interests (of whatsoever nature) of the Successful Tenderer or any other member of the Restricted Group, conflict or compete, or may be seen to conflict or compete, with

- the Successful Tenderer's duties or obligations under the service contract.
- 8.2.3 The Successful Tenderer shall ensure that itself and each other member of the Restricted Group shall keep themselves informed and that each other member of the Restricted Group shall inform the Successful Tenderer and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which its and/or their interests conflict or compete, or may be seen to conflict or compete, with the Successful Tenderer's obligations under the service contract.
- 8.2.4 The Tenderer should declare any actual or perceived conflict of interest in its submission. Examples of such conflict are whether the contractor, its employees, its sub-contractor is related to any decision markers in TIC related to this Tender.
- 8.2.5 Should there be no such conflict of interest, the Tenderer have to make a "NIL" declaration.

9 ASSESSMENT CRITERIA OF TENDER PROPOSALS

- 9.1 Tenderers shall prove their financial, technical and professional capacity to carry out the work for this tender.
 - 9.1.1 The Tenderer shall prove experience in the field of carrying out similar projects.
 - 9.1.2 The Tenderer shall prove ability to carry out similar projects.
- 9.2 Tenderers shall prove their thorough understanding and appreciation of the background, objectives and scope of the Project.
- 9.3 The tender proposals will be assessed according to the following criteria and weighting:

	Criteria	Weighting
Technical	The tenderer's business profile, financial capability,	5%
	experience and expertise in conducting similar project.	3/0
	Qualifications, experience, seniority, knowledge, ability	5%
	and expertise of the team conducting the project	
	Quality and completeness of solution proposed.	
	 Level of understanding to TIC requirements. 	
	 Quality of proposed solutions. 	
	 Quality of Project Schedule and Detailed Work 	40%
	Breakdown Structure.	

	Criteria	Weighting
Financial	The proposed fees compared to services to be provided	50%

10 GUIDELINES FOR SUBMISSION OF PROPOSAL

- 10.1 The Tenderers shall submit their proposals in the following manner:
 - (i) The tenderer is requested to submit a **technical proposal** and a **price proposal**. One (1) electronic (soft) copy and two (2) hardcopies each of the proposals are required.
 - (ii) The Technical proposal that contains the technical information only shall be enclosed in a sealed envelope. The envelope shall be marked "Technical Proposal on Renovation Work for 1706 – 1709 Fortress Tower". The electronic softcopy shall be emailed to tender@tichk.org
 - (iii) The price proposal that contains the price information only shall be enclosed in a separately sealed envelope. The envelope shall be marked "Price Proposal on Renovation Work for 1706 – 1709 Fortress Tower". The electronic (soft) copy shall be emailed to tender@tichk.org
 - (iv) Electronic copies of all finalised submissions required under this Tender document shall be prepared in Portable Document Format (PDF version 4.0 or later) and Microsoft Word (version 97 or later) unless otherwise agreed by the TIC and shall be submitted at the same time as the hardcopies.
 - (v) TIC will not return any received copies (hardcopies and softcopies).
- 10.2 In the event of conflict between the hardcopy and the softcopy, the hardcopy version shall prevail.
- 10.3 The two envelopes (must not contain the company name, chop, or logo) containing the technical and the price proposals respectively shall be put together into one single large sealed envelope and shall reach the Travel Industry Council of Hong Kong, Rooms 1706-09, Fortress Tower, 250 King's Road, North Point, Hong Kong (Attn: Mr. Anthony Pang) no later than 12:00 on 28th December 2023.
- 10.4 In the event a tropical cyclone warning signal No. 8 or above or a black rainstorm warning signal is in force between 9:00 a.m. and 12:00 noon on 28th December 2023, the tender closing time will be postponed to 12:00 noon on the next working day.
- 10.5 Late submissions will not be accepted and non-conforming proposals will not be considered.

10.6 To facilitate evaluation, the tenderers may be invited to present their proposals and answer queries. The tenderers may also be required to present documentary proof for verifying the information stated in the proposals.

10.7 Schedule of work

Events/Deliverables	Date
Issuance of Tender specification document	30 November 2023
Due date for submission of the Tenders	28 December 2023
Tender proposal presentation (tentative)	9 January 2024
Award of the Tender	11 January 2024
Signing of the service contract	Mid-January 2024
Expected commencement date of work	Mid-March 2024
Project plan and work schedule with the TIC's	Within one week
consent	after the award of
	the project contract
Handover of Penevated Site to TIC	On or before 31
Handover of Renovated Site to TIC	August 2024

10.8 Tender proposal presentation

The tenderers may be invited to give a presentation of their proposal in response to the requirements stated in this document. The presentation will take place at Rooms 1706-09, Fortress Tower, 250 King's Road, North Point, Hong Kong. Details will be given via e-mail after the closing of the tender submission date.

11 VALIDITY PERIOD

The submitted tender shall remain valid for ninety (90) days from the closing date for submission of tenders. If tenderers are unable to comply with this requirement, they shall clearly indicate the period for which their proposals are valid for acceptance.

12 CONFIDENTIALITY

The tenderer shall not use or divulge or communicate to any person (other than to those whose province it is to know the same or with prior written consent of the TIC):

- 12.1 Any confidential information obtained by it whether pursuant to the project or prior to or in contemplation of the project (including but not limited to information concerning the terms of this Tender document) and all other information that it may acquire in the course of the project. For the avoidance of doubt, all materials and data furnished by or on behalf of the TIC in connection with the project and/or created or produced during the project shall be treated as confidential information.
- 12.2 Any information concerning the project.
- 12.3 The Tenderer shall ensure that its employees are aware of and comply with the confidentiality provisions contained in this Section and the Tenderer shall indemnify the TIC against any loss or damage which the TIC may sustain or incur as a result of any breach of confidence by any of such persons.
- 12.4 If the Tenderer becomes aware of any breach of confidence by any of its employees, it shall promptly notify the TIC and give the TIC all reasonable assistance in connection with any proceedings which the TIC may institute against any such persons.

13 CANCELLATION OF INVITATION OF TENDER

Without prejudice to the right of the TIC to cancel this invitation for tender, where there are changes of requirement after the closing date for submission of tenders for operational or whatever reasons, the TIC is not bound to accept any conforming proposal submitted and reserves the right to cancel this invitation.

14 ENQUIRIES

For any enquiries, please contact:

Name: Mr Anthony Pang

Post: Head of Talent & Finance

Tel: 2969 8142

E-mail: anthony.pang@tichk.org

Address: Rooms 1706-09, Fortress Tower, 250 King's Road, North Point,

Hong Kong

Appendices

1. Floor plan (not-to-scale) of Rooms 1706 - 1709 Fortress Tower, 250 King's Road as at 30^{th} November 2023.

