

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
Food and Health Bureau**

TENDER FOR THE PROVISION OF SERVICES

Tender Ref. : FHB/F/10/3 (2)

TENDER FORM

Contract No. : _____

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked "Tender for Provision of Transportation Services for Quarantine Guests of the Designated Quarantine Hotel Scheme"

and addressed to the Chairman, Tender Opening Committee,

must be deposited in the Government Logistics Department

Tender Box situated on Ground Floor, North Point Government Offices,

333 Java Road, North Point, Hong Kong

before 12:00 noon (time) on 22th July 2022 (date) (Hong Kong time). Late Tenders will not be accepted.

INTERPRETATION

PART 1 — TERMS OF TENDER

PART 2 — GENERAL CONDITIONS OF CONTRACT

The Interpretation, the Terms of Tender and the General Conditions of Contract forming part of the Standard Terms and Conditions are available for viewing and downloading from the following website:

- <https://pcms2.gld.gov.hk/iprod/#/ssm10701>

Copies of the above-mentioned documents can also be obtained from the following:

Procurement Division, Government Logistics Department
9/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong
(Internet Homepage - <https://www.gld.gov.hk>)

PART 3 — SPECIAL CONDITIONS OF CONTRACT

Attached to this Tender Form (if any).

PART 3A — SERVICE SPECIFICATIONS

Attached to this Tender Form (if any).

PART 3B — SCHEDULES AND ANNEXES

Annex A – Part I – Method of providing the Contract Deposit, Part II – Form of Banker's Guarantee

Annex B – Guidance Note GN-1

The Appendix – Contact Details

The Price Schedule

The Completeness Check Schedule

The Information Schedule

The Non-collusive Tendering Certificate

PART 3C — OTHER TENDER DOCUMENTS

The Interpretation (Supplement)

The Terms of Tender (Supplement)

Attached to this Tender Form (if any).

Dated this 10th day of June 20 22

Mr Simon YIP

Government Representative

PART 4 — OFFER TO BE BOUND

1. Having read the Tender Documents, I/we, the Tenderer mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
2. I/We, the Tenderer mentioned below, do hereby agree to carry out all and any of the Services at the Unit Price(s) quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Documents.

Signed by the Tenderer / Signed by an authorised signatory for and on behalf of the Tenderer :

.....

Name of the Tenderer :

.....

Name and title of the authorised signatory (where applicable) :

.....

Date :

.....

**PART 5
MEMORANDUM OF ACCEPTANCE**

On behalf of the Government of the Hong Kong Special Administrative Region,

I

(name and position of officer)

accept your Tender for the Contract relating to the following Item(s). A copy of each document constituting the Contract is hereby attached for identification purposes.

.....

.....

.....

.....

Dated this _____ day of _____ 20 _____

Signed by the said

in the presence of :

.....

.....

.....

.....

香港特別行政區政府

食物及衛生局

招標承投提供服務

投標表格

招標編號： FHB/F/10/3 (2)

合約編號： _____

投遞標書

投遞標書，必須填妥此表格，一式三份密封於無標記的信封內，信封面註明

「在指定檢疫酒店計劃下為檢疫人士提供的交通服務

投標書」，

致 開標委員會

主席收，並於 二〇二二 年 七 月 二十二 日

正午十二時 (香港時間) 前投入設於 香港北角渣華道三百三十三號

北角政府合署地下的政府物流服務署

的投標箱內。逾期投標概不受理。

釋義

第 1 部分 — 招標條款

第 2 部分 — 一般合約條款

有關標準條款及條件內所載的釋義部分、招標條款和一般合約條款，請到以下網站查閱和下載：

- <https://pcms2.gld.gov.hk/iprod/#/ssm10701>

上述文件亦可在下列辦事處索取：

香港北角渣華道 333 號北角政府合署 9 樓

政府物流服務署採購科

(互聯網網頁 — <https://www.gld.gov.hk>)

第 3 部分 — 特別合約條款

夾附於本投標表格內 (如有)。

第 3 甲部分 — 服務規格

夾附於本投標表格內 (如有)。

第 3 乙部分 — 附表及附件

附件甲 — 第 I 部分 — 繳交合約按金的方法，第 II 部分 — 銀行保證書

附件乙 — 環保須知 (GN-1)

附錄 — 聯絡詳情

價格附表

完整查核附表

資料附表

不合謀投標確認書

第 3 丙部分 — 其他招標文件

釋義 (補充)

招標條款 (補充)

夾附於本投標表格內 (如有)。

日期： 二〇二二 年 六 月 十 日

葉志偉

政府代表

第 4 部分 — 應約履行

1. 我／我們，下述投標者，經參閱本招標文件後，同意受當中訂定的所有條款及條件約束。
2. 我／我們，下述投標者，同意按照本招標文件的招標條款及條件，以我／我們在價格附表呈報的單價，依約提供全部及任何服務，不再收取其他任何費用。

由投標者簽署／獲授權簽署人為及
代表投標者簽署 :

投標者名稱／姓名 :

獲授權簽署人姓名及職位（如適用） :

日期 :

第 5 部分 接受投標備忘錄

本人 _____
(姓名及職位)

現代表香港特別行政區政府，接納你就以下項目的合約遞交的標書。現付上構成合約的每份文件的副本，以供識別之用：

日期：二〇 _____ 年 _____ 月 _____ 日

簽署人：

見證人：

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

TENDER FOR THE PROVISION OF SERVICES

**STANDARD TERMS AND CONDITIONS
Reference No. BD-TERMS-2**

FOREWORD

This document Ref. No. BD-TERMS-2 issued by the Government Logistics Department (GLD) of the Government of the Hong Kong Special Administrative Region of the People's Republic of China contains the standard terms and conditions that are applicable by express incorporation or reference to invitations to tender for the provision of services issued by procuring bureaux/departments (Procuring Department) on behalf of the Government. The Procuring Department may issue addenda to these terms and conditions whenever necessary.

The hardcopy of these terms and conditions will not be provided in each tender invitation issued by the Procuring Department on behalf of the Government. Softcopy is available for download from the e-Tender Box web address: <https://pcms2.gld.gov.hk>.

In the event of any conflict or inconsistency between the English text and the Chinese translation of this document, the English text shall prevail.

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INTERPRETATION

In the documents issued by the Government in connection with this Invitation to Tender (including these Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)) and the Contract that is made pursuant to this Invitation to Tender), unless otherwise defined or the context otherwise requires:

1.1 the following expressions shall bear the same meanings as set out below:

- “Alternative Authentication Method” or “AAM” means the use of an Identification Code for the submission of a Tender via the e-Tender Box in lieu of the use of a digital certificate;
- “Appendix” means an appendix attached to the Tender Form;
- “Companies Registry” means the Companies Registry of the Government;
- “Contract” means the contract between the Government and the Contractor comprising the following parts of the Tender Documents and other items as specified below:
- (a) BD-TERMS-2 (January 2022) comprising: the “Tender Form” (G.F. 231) (or the equivalent Tender Form in the case of Electronic Tendering), the “Interpretation”, the “Terms of Tender”; the “General Conditions of Contract”; the “Appendix”; and “Annex A” and “Annex B” to the Terms of Tender;
 - (b) the “Offer to be Bound” in the Tender Form;
 - (c) the “Tender Acceptance”;
 - (d) the “Interpretation (Supplement)”;
 - (e) the “Terms of Tender (Supplement)”;
 - (f) the Schedules in the form as appearing in the Tender Documents and those which were submitted by the Contractor as part of its Tender for the Contract, and accepted by the

Government;

- (g) the “Special Conditions of Contract”;
- (h) the “Service Specifications”; and
- (i) all other schedules, plans, drawings and other documents which form part of the Contractor’s Tender or are incorporated by reference in any of the above documents,

in each case subject to such further changes as the Government may stipulate in exercise of its powers under the Terms of Tender or the Terms of Tender (Supplement), and/or otherwise subject to such further changes as the Government and the Contractor may agree.

Each of the above documents shall be referred to throughout the Tender Documents and the Contract by their respective titles as appearing in quotation marks above.

References to “the Contract” or “this Contract” shall mean the same Contract as defined above;

“Contract Deposit”	has the meaning given to it in Clause 12 of the General Conditions of Contract;
“Contract Period”	has the meaning given to it in Clause 1.1 of the General Conditions of Contract;
“Contract Price”	means in relation to the Services comprising one or more Item(s), the amount payable for such Service(s) on and subject to the terms and conditions of the Contract and is to be calculated based on the Unit Price(s) for such Item(s) as specified in the Price Schedule and the quantity of such Item(s) under the Services;
“Contractor”	means the Tenderer whose Tender is accepted by the Government through the issue of the Tender Acceptance;

“Date of Tender Acceptance” or “Tender Acceptance Date”	means the date of the Tender Acceptance and this date shall, unless otherwise specified in the Interpretation (Supplement), be taken as the date of the Contract;
“Electronic Record”	has the meaning given to it under the ETO;
“Electronic Tendering”	means the making and submission of a Tender through the e-Tender Box whether through the use of a digital certificate or through the use of an Identification Code;
“essential requirement”	means a requirement specified in the Tender Documents which is identified as an essential requirement or a requirement in relation to which it is stated in the Tender Documents that the non-compliance by a Tender or a Tenderer as at the Tender Closing Time will lead to that Tender or Tenderer not being considered further (or the Tender or Tenderer being disqualified);
“Estimated Services Price for an Item”	means in relation to an Item, the Unit Price for that Item as specified in the Price Schedule and multiplied by the estimated quantity of such Item as specified in the Price Schedule;
“e-Tender Box” or “ETB”	means the electronic tendering platform of the information technology system known as “Procurement and Contract Management System” or “PCMS” of the GLD for ETB Users to view tender notices and tender documents, and prepare and submit tenders electronically whether through the use of a digital certificate or an Identification Code;
“ETB User”	means a person who has registered with the PCMS whether as a GLD supplier, or a GLD subscriber, or a person who is for the time being just an applicant to become a GLD supplier up to the time of the notification of the result of its application;
“ETO”	means the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong);

“Force Majeure Event”	<p>means:</p> <p>(a) any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution affecting Hong Kong, overthrow (whether by external or internal means) of the Government; or</p> <p>(b) any event which is not caused or contributed to by, and is beyond the control of, the Contractor, its related persons (as defined in Paragraphs 16.6 and 16.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent of the Contractor and none of them can prevent the consequences of such event from happening;</p> <p>and which, in any case of (a) or (b) above, materially prevents the performance of the duties and obligations of any Party hereunder; for the avoidance of doubt, any change of law and regulation of whichever jurisdiction shall not be treated as a Force Majeure Event;</p>
“General Conditions of Contract”	means the General Conditions of Contract set out in Part 2 of these Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022));
“general holiday” or “public holiday”	means a Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong);
“Good Industry Practice”	means the standards, practices, methods and procedures conforming to all laws and regulations, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;

<p>“Government Data” or “Government Property”</p>	<p>means all property, equipment, data, documents, information, text, drawings, pictures, diagrams, images, sound or music, and any other materials of whatsoever nature (tangible or intangible) stored, presented or embodied in any medium, and which are provided or to be provided by the Government to the Contractor under or for the purposes of or in relation to the Contract or otherwise the Contractor has access;</p>
<p>“Government Logistics Department” or “GLD”</p>	<p>means the Government Logistics Department of the Government;</p>
<p>“Government Representative”</p>	<p>means:</p> <ul style="list-style-type: none"> (a) the head of the Procuring Department; (b) any public officer of the Government authorised by (a) for the purposes of the Contract; and (c) any other public officer authorised by the public officer referred to in (b) for the purposes of the Contract. <p>The Government may change the Government Representative and/or his post title from time to time as it thinks fit without prior notice to the Contractor;</p>
<p>“Hong Kong”</p>	<p>means the Hong Kong Special Administrative Region of the People’s Republic of China;</p>
<p>“Hong Kong dollars”</p>	<p>means the lawful currency of Hong Kong;</p>
<p>“Identification Code”</p>	<p>means a unique 8-character code generated by the ETB and sent to the email account registered by the ETB User with the PCMS (viz., “registered email account”) upon the request of the ETB User for the submission of a Tender through the use of such code;</p>

“Independent Accredited Laboratory”	<p>means a laboratory which:</p> <p>(a) is accredited under the Hong Kong Laboratory Accreditation Scheme (HOKLAS) operated by Hong Kong Accreditation Service or under other accreditation scheme operated by any one of the laboratory accreditation bodies with which HOKLAS has concluded mutual recognition agreements/arrangements or such other accreditation as may be specified in the Interpretation (Supplement);</p> <p>(b) must not be the same entity as the Tenderer or the Contractor; and</p> <p>(c) must not be an associate or associated person (as defined in Clause 18.3 of the General Conditions of Contract) of the Tenderer or the Contractor;</p>
“Information Schedule”	means a schedule attached to the Tender Form for completion of the Tenderer’s information;
“Inland Revenue Department”	means the Inland Revenue Department of the Government;
“Inspecting Officer”	means the officer appointed by the Government Representative for the purpose of inspecting the Services performed in pursuance of the Contract;
“Intellectual Property Rights” or “IPR”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;
“Interpretation”	means this Interpretation;
“Interpretation (Supplement)”	means the interpretation (supplement) referred to in Part 3C of, and in the form attached to, the Tender Form;

“Invitation to Tender”	means this invitation to tender for the provision of the Services to the Government on the terms and conditions set out in the Tender Documents;
“Items”	means the services specified in the column of the table with heading “Description” in Part A of the Price Schedule with a unique item number and where applicable letter assigned to them in the first column of that same table in that Schedule, and shall be inclusive of all related services and subject matters specified in the Contract;
“Materials”	means any and all works and materials of whatsoever nature (including their drafts and uncompleted versions) developed, written, prepared, produced, created, collected, compiled or provided by or on behalf of or for the Contractor, in relation to the Services or for the purposes of the Contract including without limitation, any reports, summaries, models, questionnaires, analyses, papers, advice, recommendations, documents, records, plans, designs, drawings, pictures, diagrams, images, sound, music, formula, tables, charts, databases, computer source codes, compilation of data or information, data or information collected, compiled, produced or created by the Contractor, its employees, agents or sub-contractors in relation to the Services or for the purposes of the Contract, recorded or stored by whatever means;
“Non-collusive Tendering Certificate”	means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender under Paragraph 29.2 of the Terms of Tender;
“Order”	has the meaning given to it in Clause 7.1 of the General Conditions of Contract;
“Order Period”	means the period specified in Clause 1.2 of the General Conditions of Contract as the “Order Period” unless the Special Conditions of Contract stipulate a different period as to the Order Period in which case that different period shall be the Order Period. This is the period during which an Order may be placed by the Government for the Services;

“Original Tender Closing Date”	means the date specified in the “Lodging of Tender” section of the Tender Form as the latest date before which Tenders must be deposited with the Government, regardless of whether the date has been extended subsequently;
“Paper-based Tendering”	means the making and submission of a Tender in paper form in accordance with the “Lodging of Tender” section of the Tender Form;
“Parties” (in upper or lower case)	means the Government and the Contractor; and “Party” (in upper or lower case) means any one of them;
“Permissible Currency”	means US dollars or any other permissible currency in which the Unit Prices may be quoted as specified in the Terms of Tender (Supplement) (if any);
“PRC”	means the People’s Republic of China;
“Price Schedule”	means the price schedule attached to the Tender Form for completion of the price quotation of the Services offered and also containing the payment timetable for the Contract Price;
“Procuring Department”	means the bureau or department of the Government specified as such in the Appendix;
“Schedule”	means the Completeness Check Schedule, the Price Schedule, the Information Schedule, the Non-collusive Tendering Certificate and any other schedule(s), referred to in Part 3B of, and in the respective forms attached to, the Tender Form;
“Services”	means all or any of the Items;
“Service Specifications”	means the specifications referred to in PART 3A of, and in the form attached to, the Tender Form; references to Service Specifications include those specifications offered by the Tenderer and accepted by the Government (if any);

“Special Conditions of Contract”	means the special conditions of contract referred to in Part 3 of, and in the form attached to, the Tender Form;
“Specified Tender Box”	means the tender box specified in the “Lodging of Tender” section of the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Acceptance”	has the meaning given to it in Paragraph 18 of the Terms of Tender;
“Tender Closing Date”	means the date specified as such in the Tender Form as the same may be extended by the Government from time to time in accordance with Paragraphs 3.11(b) and (c) of the Terms of Tender;
“Tender Closing Time”	means the time on the Tender Closing Date before which Tenders must be deposited with the Government in the manner stipulated in the Tender Form as the same may be extended from time to time in accordance with Paragraphs 3.11(b) and (c) of the Terms of Tender;
“Tender Documents”	means the documents issued by the Government for the purpose of the Invitation to Tender the full list of which shall be as set out in the Tender Form for the Invitation to Tender and shall include all documents forming part of the Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)) (viz., the Tender Form, the Interpretation, the Terms of Tender and their Annexes and Appendix and the General Conditions of Contract) and if so stated in the Tender Form, all or any of the documents specified below:
	(a) the Interpretation (Supplement);
	(b) the Terms of Tender (Supplement);
	(c) the Special Conditions of Contract;

- (d) the Service Specifications;
- (e) the Price Schedule;
- (f) the Completeness Check Schedule;
- (g) the Information Schedule;
- (h) the Non-collusive Tendering Certificate; and
- (i) all other documents attached to the Tender Form or any of the aforesaid documents whether as a Schedule or Annex or other attachment by whatever name called;

“Tender Form” means:

- (a) in the case of a Tender submitted in paper form, the Tender Form G.F. 231 issued for the Invitation to Tender; and
- (b) in the case of a Tender submitted electronically, the tender form available on the e-Tender Box for completion electronically;

“Tender Submission Date” means the date of the Offer to be Bound;

“Tender Validity Period” has the meaning given to it in Paragraph 4.2 of the Terms of Tender;

“Tenderer” means a person which or who has capacity to contract and has submitted a Tender in response to this Invitation to Tender;

“terms and conditions of use of the PCMS and the e-Tender Box” means all those terms and conditions for the use of the PCMS and the e-Tender Box from time to time published on the website of the e-Tender Box including the “Terms and Conditions of Use of the PCMS and the e-Tender Box” and the “e-Tender Box System and File Attachment Requirements” in the version prevailing immediately prior to the Tender Closing Date;

“Terms of Tender”	means the Terms of Tender set out in Part 1 of these Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022));
“Terms of Tender (Supplement)”	means the terms of tender (supplement) referred to in Part 3C of, and in the form attached to, the Tender Form;
“Total Estimated Services Price”	means an amount equal to the summation of the Estimated Services Prices for all such Item(s) which have been awarded to the Contractor;
“Unit Price”	means the rate/unit price for an Item set out in the Price Schedule;
“Virus”	means a subversive computer programme or piece of code that may corrupt or erase computer data files and/or change the normal behaviour of a computer;
“website of the e-Tender Box”	means the website of the following address: https://pcms2.gld.gov.hk ;
“working day”	means Monday to Friday, other than a public holiday, or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any time during the normal business hours; and
“WTO GPA”	means the Agreement on Government Procurement of the World Trade Organization.

1.2 Unless otherwise expressly stated to the contrary, the following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to

any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);

- (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Documents or the Contract;
- (d) references to a document shall:
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented;
- (e) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors-in-title, or any persons deriving title under them;
- (f) references to “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (g) references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
- (h) references to “laws” and “regulations” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity, regardless of the jurisdiction;
- (i) any word or expression to which a specific meaning has been attached in any part of the Tender Documents shall bear such meaning whenever it appears in the same and other parts of the Tender Documents;
- (j) a time of a day shall be construed as a reference to Hong Kong time;
- (k) references to “normal business hours” mean 0900 to 1800 hours;
- (l) references to a day mean a calendar day;
- (m) references to a month mean a calendar month;
- (n) any negative obligation imposed on any Party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any Party shall be

construed as if it were also an obligation to procure that the act or thing in question be done;

- (o) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;
- (p) words importing the whole shall be treated as including a reference to any part of the whole;
- (q) the expressions “include” and “including” shall be construed without limitation to the words following;
- (r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;
- (s) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form;
- (t) where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed;
- (u) where this Invitation to Tender allows partial tenders for some but not all of the Items, and evaluation will be conducted on an Item to Item basis, references to “Tender will not be considered further” will have the further meaning as elaborated in Paragraph 17.5 of the Terms of Tender; and
- (v) the expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong). The expression “officer” has the meaning given to it in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

1.3 Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.

- 1.4 All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.
- 1.5 All and any provisions set out in the Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)) (viz., the Tender Form, the Interpretation, the Terms of Tender and their Annexes and Appendix and the General Conditions of Contract) may be further amended or deleted in the supplements to these documents to be issued as part of the same set of the Tender Documents for an Invitation to Tender, regardless of whether or not this is stated to be the case in the individual provisions. The Schedules in the form as found in the Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)) are templates only and only the actual version attached to the Tender Form shall be deemed to form part of the Tender Documents but not those templates.
- 1.6 Where there is any provision in the Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)) which provides that an alternative or additional requirement may be set out in the Interpretation (Supplement), or the Terms of Tender (Supplement), or the Special Conditions of Contract, or any of the Schedules, or the applicability of certain requirement may be confirmed in any of the aforesaid documents, but in the Tender Documents published, there is no mention of any such alternative or additional requirement in any of the aforesaid documents, or no confirmation that the requirement should apply, it shall be deemed that there is no such alternative or additional requirement, or that the relevant requirement does not apply (as the case may be).
- 1.7 Unless otherwise expressly stated, all provisions of the Tender Documents shall apply regardless of whether Paper-based Tendering or Electronic Tendering is used for the submission of the Tender or formation of the Contract.

PART 1 TERMS OF TENDER

1. Invitation to Tender

- 1.1 Tenders are invited for the provision of the Items summarised in the Terms of Tender (Supplement) subject to and in accordance with the Tender Documents.
- 1.2 The Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)) comprising the Interpretation, the Terms of Tender and the General Conditions of Contract may be downloaded from the website of the e-Tender Box at <https://pcms2.gld.gov.hk>. In addition to the aforesaid Tender Documents comprised in the Standard Terms and Conditions, there are other Tender Documents in the respective forms as attached to the Tender Form to form the full set of the Tender Documents for this Invitation to Tender. A full list of these Tender Documents is set out in the Tender Form and a full set of the Tender Documents may be collected from the Procuring Department at the address as specified in the Terms of Tender (Supplement).
- 1.3 Each Tenderer should read the Tender Documents carefully prior to submitting a Tender and ensure that it understands all requirements of the Tender Documents.
- 1.4 Each Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 1.5 Each Tenderer should check the numbers of pages of the Tender Documents. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.
- 1.6 Each Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Documents (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of a Tenderer to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.
- 1.7 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Documents (including the Contract) or relieve

the Tenderer from any of its obligations or liabilities under the Tender Documents (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation, exemption from compliance or observance, or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any obligation or liability under the Contract as a consequence of any misinterpretation by it of any provision in the Tender Documents or the Contract.

- 1.8 Information, statistics and forecasts set out in the Tender Documents are provided for a Tenderer's reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government does not bind itself to adhere to such information, statistics and forecasts.
- 1.9 Without prejudice to Paragraph 1.8 above, the estimated requirement of the Services specified in the Price Schedule or Service Specifications (if any) is/are estimate(s) of the quantity of the Services that may be required by the Government. They are given for a Tenderer's reference only and are not figures to which the Government binds itself to adhere. The Government's actual requirements may vary depending on the actual need of the Procuring Department and the successful Tenderer must accept any increase or decrease of the stated estimates.

2. Supplementary Information/Tender Addenda

All supplementary information or tender addenda to the Tender Documents will be provided in writing by the Government and forwarded to all potential Tenderers who have registered with the Government when obtaining a copy of the Tender Documents.

3. Tender Preparation and Submission

- 3.1 Unless otherwise specified in the Terms of Tender (Supplement), the Tenderer must bid for all Items specified in the Price Schedule by submitting the Unit Price for each such Item. Where a Tenderer fails to do so, its Tender will not be considered further.
- 3.2 A complete list of all proposals, documents and information which are required to be submitted is set out in the Completeness Check Schedule. These proposals, documents and information to be submitted by the Tenderer shall include the signed Offer to be Bound in Part 4 of the Tender Form (in case of Paper-based Tendering), the Price Schedule, the

Information Schedule, the Completeness Check Schedule, the Non-collusive Tendering Certificate, and such other proposals, documents and information as specified in the Terms of Tender (Supplement).

3.3 The Tenderer must submit all of the following in its Tender before the Tender Closing Time, otherwise its Tender will not be considered further:

- (a) (i) (for Paper-based Tendering) a duly signed Part 4 “Offer to be Bound” of the Tender Form in English or Chinese containing an original signature by or on behalf of the Tenderer. Other than printing from a softcopy of the Tender Form obtained from the Government or photocopying of the Tender Form, other means of reproduction by the Tenderer (e.g. by retyping) of the Tender Form for Tender submission is not acceptable; or
- (ii) (for Electronic Tendering) the box signifying the Tenderer’s agreement with Part 4 “Offer to be Bound” of the Tender Form must have been checked;
- (b) the Unit Price quotations for all Items (or in the case partial tender is allowed as stated in the Terms of Tender (Supplement), the Unit Price quotations for those Items (or where applicable, group(s) of Items) which the Tenderer is bidding) in the Price Schedule; and
- (c) such other items and documents as specified in the Terms of Tender (Supplement) whereby it is provided that failure to submit any of them before the Tender Closing Time will immediately lead to the Tender not being considered further.

3.4 In these Terms of Tender, and, where applicable, in the Terms of Tender (Supplement), there are also requirements for the submission of documents and/or information, whereby it is provided that if not supplied by the Tender Closing Time, or upon subsequent request of the Government after the Tender Closing Time, the Tender will not be considered further. Even so, for this type of documents and/or information, the Government is not obliged to make any request for resubmission after the Tender Closing Time. If the Government chooses not to do so, or even if the Government chooses to do so but the Tenderer fails to supply the missing document or information, the Tender will also not be considered further.

- 3.5 For all other proposals, documents and information which do not fall within Paragraph 3.3 or 3.4 above, the Government reserves the right to seek submission under Paragraph 12.1 of the Terms of Tender or evaluate the Tender on an “as is” basis.
- 3.6 The Tenderer shall complete and submit all Schedules in either English or Chinese and in accordance with other requirements of the Tender Documents. Where a supporting document in its original form is in a language other than English or Chinese, the Tenderer shall provide translation of that supporting document from the language into English.
- 3.7 A Tenderer shall submit, in one of the following manners, its completed Tender together with all proposals, documents and information required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents. A Tender submitted through a method other than Paper-based Tendering or Electronic Tendering will not be considered.

Tender Submission:

(a) Paper-based Tendering

The Tender (including the Tender Form) shall be completed in ink or typescript and shall be submitted in triplicate in accordance with the “Lodging of Tender” section of the Tender Form.

(b) Electronic Tendering

The Tender shall be submitted:

- (i) in accordance with the terms and conditions of use of the PCMS and the e-Tender Box; and
- (ii) through the e-Tender Box through the use of any one type of digital certificates recognised by and uploaded to the e-Tender Box or through an Identification Code.

- 3.8 The Government may not consider a Tender (or will not consider a Tender where it is expressly so stated) if:
- (a) false, inaccurate or incorrect information is given in the Tender; or
- (b) any proposal, document or information requested in the Tender Documents is not furnished in full in the Tender.

- 3.9 When completing the Tender Documents (including the Offer to be Bound section of the Tender Form), each Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:
- (a) if the Tenderer is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Tenderer; or
 - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer; or
 - (iii) its business name as shown in the current business registration certificate of the Tenderer;
 - (b) if the Tenderer is a sole proprietorship or a partnership, the current business registration certificate of the Tenderer issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or
 - (c) if the Tenderer is incorporated, formed or established outside Hong Kong, a document equivalent to that described in Paragraph 3.9(a)(i), (a)(ii), (a)(iii) or (b) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is incorporated, formed or established.

3.10 Execution and Submission of Tenders

- (a) Paper-based Tendering
 - (i) A Tender submitted through Paper-based Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if the submitted Part 4 “Offer to be Bound” of the Tender Form is signed in the following applicable manner:
 - (1) if the Tenderer is a sole proprietorship, the Tenderer signing the Tender in the name of the Tenderer (or of the sole proprietorship), or a person authorised by the Tenderer signing the Tender for and on behalf of the Tenderer;
 - (2) if the Tenderer is a partnership, one or more

partner(s) of the Tenderer signing in the name of the partnership (and in the case of limited partnership, that partner must be a general partner); or a person authorised by the partnership, signing the Tender for and on behalf of the Tenderer; or

- (3) if the Tenderer is a company, a director of the Tenderer or one or more persons who are duly authorised by the Tenderer signing the Tender for and on behalf of the Tenderer.

(b) Electronic Tendering

- (i) A Tender submitted through Electronic Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if it is submitted in any one of the following ways:

- (1) submission of the Tender via the e-Tender Box through the use of an Identification Code; or

- (2) submission of the Tender via the e-Tender Box through the use of such type of digital certificate recognised by the ETB, and uploaded by the Tenderer to the ETB. Save in the case where the Tenderer is a partnership, a Tenderer shall use a digital certificate which is issued in its name as appearing in the applicable document mentioned in Paragraph 3.9(a) or (b) or (c) above; otherwise the Tender will not be considered further. In the case that the Tenderer is a partnership, the Tenderer may use a digital certificate issued in the name of one of its partners (or a general partner in the case of a limited partnership), or a digital certificate issued in the name of the partnership; otherwise the Tender will not be considered further.

- (ii) If any attachment to a Tender submitted by a Tenderer via the e-Tender Box:

- (1) does not comply with the terms and conditions of use of the PCMS and the e-Tender Box;

- (2) is found to be contaminated with Virus; or

- (3) is corrupted or otherwise not readable or printable into readable text by the Government,

and such non-compliance of file format, Virus contamination, or file corruption has resulted in failure to submit the relevant proposal, document or information as described in Paragraph 3.3(a)(ii), (b) or (c) above by the Tender Closing Time, the Tender will not be considered further and its Tenderer will be notified of such.

- (iii) In the case where the Tenderer uses a digital certificate for the submission of Tender via the e-Tender Box, the Government will verify the validity of a Tenderer's digital certificate with the relevant certification authority which has issued such digital certificate. If the directory service or revocation list service of that certification authority or its contractor is/are not available for any reason, the Government may postpone the verification process until such time when the directory service or revocation list service (as the case may be) of the certification authority or its contractor is/are resumed or when the Tender is opened, whichever is the later. If the verification process is postponed, the Tenderer will be informed of this through an on-screen message and an on-line acknowledgement of the Tender.
- (iv) A Tender will not be considered further if the digital certificate used by a Tenderer for submission of Tender via the e-Tender Box is found invalid (i.e. expired, revoked, or it is not a digital certificate recognised in the e-Tender Box for submission of Tenders) upon verification.

3.11 Tender Closing Time

- (a) (i) Paper-based Tendering

A Tender must be deposited in the Specified Tender Box before the Tender Closing Time. A Tender deposited in the Specified Tender Box at or after the Tender Closing Time, or a Tender not deposited in the Specified Tender Box, will not be considered.

(ii) Electronic Tendering

Transmission of a Tender through the e-Tender Box shall be successfully completed in accordance with the requirements of the e-Tender Box before the Tender Closing Time. Save as otherwise provided for in the Tender Documents, a Tender will not be considered if the relevant proposal, document or information as described in Paragraph 3.3(a)(ii), (b) or (c) above is not successfully and completely transmitted through the e-Tender Box before the Tender Closing Time.

- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any duration between 0900 and 1200 hours on the date specified in the “Lodging of Tender” section of the Tender Form, the latest date and time before which Tenders are to be deposited in the Specified Tender Box and at the e-Tender Box will be extended to 1200 hours on the next working day.
- (c) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours on the Tender Closing Date, the Government will announce extension of the Tender Closing Time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

- 3.12 The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender submission submitted and/or deposited by Tenderers in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning Tender submission as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

3.13 If a Tenderer submits a Tender by Electronic Tendering, the Tenderer shall, in addition to compliance with the Tender Documents, observe and comply with all terms and conditions of use of the PCMS and the e-Tender Box as set out in or referred to in the e-Tender Box.

3.14 Modification of Tender

(a) Before the Tender Closing Time, a Tenderer who has lodged a Tender may modify its Tender as considered necessary.

(b) Paper-based Tendering

Any modification to the submitted Tender considered necessary by the Tenderer shall be the subject of a separate letter accompanying the Tender. Figures/words shall not be altered or erased; any modification shall be effected by striking the incorrect figure/word and inserting the correct figure/word in ink above the original figure/word. All such amendments shall be initialled by the Tenderer in ink.

(c) Electronic Tendering

In case of modification to the submitted Tender, the Tenderer shall submit either a complete set of the revised Tender superseding the original Tender, or just the revisions to the original Tender. Either way, this shall be stated clearly in the submission.

3.15 Apart from Part 4 “Offer to be Bound” of the Tender Form (which, in the case of Paper-based Tendering, must be originally signed by or on behalf of the Tenderer as required under Paragraph 3.3(a)(i) above), wherever there is any provision in the Tender Documents requiring that the original of any document or the document as mentioned in Paragraph 3.15.1(b) below to be submitted as part of the Tender,

3.15.1 in the case of Paper-based Tendering, (a) the Tenderer may submit a photocopy certified to be true and complete by the person(s) specified in Paragraph 3.10(a)(i) above; (b) in the case of any certificate which is required to be issued by a specified body (for example an Independent Accredited Laboratory or a recognised certification body (if applicable)), the photocopy certificate must be certified as true and complete by that specified body or a lawyer duly qualified to practise in Hong Kong or the laws of the place of incorporation, formation or establishment of the Tenderer; and (c) if only a photocopy without any certification has been submitted, the Government reserves the right to request a certified true

copy as required in (a) or (b) above (whichever is applicable) (“certified true copy”) after the Tender Closing Date. The Tender may not be considered further if the certified true copy is not provided; and

3.15.2 in the case of Electronic Tendering, the Tenderer shall first submit the certified true copy as described in Paragraph 3.15.1(a) or (b) above (whichever is applicable) in electronic format as part of its Tender via the e-Tender Box. Subsequently, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. If only a photocopy without any certification has been submitted in electronic format as part of its Tender via the e-Tender Box, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. The Tender may not be considered further if the certified true copy (hardcopy) is not provided.

4. Tenders to Remain Open

4.1 A Tender once submitted by a Tenderer will be binding on the Tenderer. By submitting a Tender, the Tenderer shall be deemed to have represented to the Government that it has done so as the principal but not as an agent of any other person. If the Tenderer submits a Tender as an agent on behalf of another person, full disclosure must be made in the Tender.

4.2 It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for a period of ninety (90) days after the Tender Closing Date (or such other period as specified in the relevant provisions of the Terms of Tender (Supplement) which supplement this Paragraph 4.2).

4.3 If a Tenderer offers in its Tender a period that is shorter than the applicable Tender Validity Period specified in Paragraph 4.2 above, or if it rejects the Tender Validity Period prescribed in Paragraph 4.2 above, its Tender will not be further considered.

5. Prices

5.1 Unless otherwise provided for in the Tender Documents, the Tenderer shall quote the Unit Price for each Item in the Price Schedule in Hong Kong dollars or the Permissible Currency. The Unit Price quoted by the Tenderer for an Item shall be all-inclusive of all amounts chargeable for the performance by the Tenderer of all obligations as stated in the Contract for or concerning or in relation to such Item. Under no

circumstances will the Government compensate the Contractor for any loss incurred in the fluctuation of the currency in which the Unit Prices are quoted.

- 5.2 Prices quoted by a Tenderer shall only be shown in the Price Schedule.
- 5.3 A Tenderer must quote fixed Unit Prices for all Items and the same Unit Price for the same Item regardless of the quantity (or those Items which it intends to bid in the case partial tender is allowed). A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- 5.4 Each Tenderer shall make sure that all prices and other proposals offered in its Tender are accurate and complete before it submits the Tender. The Tenderer shall be bound by all prices and other proposals offered in its Tender if the Tender is accepted by the Government. The Tenderer may not initiate any request for amendment of its Tender after the Tender Closing Time on any ground (including any mistake made in the Tender). On the other hand, in the event of any apparent arithmetical or typo mistake or inconsistency in a Tender, pursuant to Paragraph 12 of the Terms of Tender, the Government may, but is not obliged to, ask the Tenderer to clarify, or to confirm another figure to replace the original figure. Where the Tenderer's clarification is not provided or not satisfactory, or the Tenderer refuses to confirm such other figure, or where the Government does not elect to seek clarification or confirmation from the Tenderer, the Government reserves the power to proceed to evaluate the Tender on an as is basis (i.e., in the form as originally submitted prior to the Tender Closing Time) or disqualify the Tenderer on ground that it has provided erratic or inconsistent proposals or quotations for proper evaluation.
- 5.5 Payment to the successful Tenderer shall be made in accordance with the payment timetable in Part B of the Price Schedule.
- 5.6 The Tenderer is requested to indicate in the space provided in Part C of the Price Schedule the prompt payment discount it will allow on any payment under the Contract if made in full within the period of time as specified therein.
- 5.7 Payment to a successful Tenderer from a place outside Hong Kong will be made by telegraphic transfer. A Tenderer from a place outside Hong Kong is therefore required to provide the banking details in Part D of the Price Schedule.

- 5.8 If the prices are quoted in US dollars or another Permissible Currency (where applicable), unless otherwise specified by the Tenderer and agreed by the head of the Procuring Department, payment to the successful Tenderer will be made either in Hong Kong dollars or in such Permissible Currency, depending on the stipulation in the Terms of Tender (Supplement). In the case of the former, the conversion rate applicable for determining the amount of Hong Kong dollars payable shall be as stated in the Terms of Tender (Supplement).
- 5.9 Without prejudice to the generality of the Terms of Tender, the Government may require a Tenderer who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that such a Tenderer is capable of carrying out and completing the Contract. The Government may reject the Tender if the Tenderer fails to so justify and demonstrate to the Government's satisfaction.

6. Compliance with Essential Requirements

A Tenderer shall comply with all the essential requirements (if any) stipulated in the Tender Documents. If a Tenderer fails to do so, its Tender will not be considered further.

7. Company/Business Organisation Status

- 7.1 The Tenderer shall provide the following details relating to itself in the Information Schedule:
- (a) name and principal place of business of the Tenderer;
 - (b) length of business experience;
 - (c) shareholders/partners/proprietor of the Tenderer and their percentage of ownership;
 - (d) names of the following:
 - (i) managing director and other directors;
 - (ii) partners; or
 - (iii) sole proprietor;
 - (e) a copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer

is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent document issued by the authority of the place of business of the Tenderer;

- (f) if the Tenderer is a company, its Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any); or the equivalent documents issued by the authority of the place of incorporation of the Tenderer if the Tenderer was not incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance);
- (g) if the Tenderer is a company incorporated in Hong Kong or is a registered non-Hong Kong company under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or the equivalent documents issued by the authority of the place of incorporation of the Tenderer if the Tenderer was not incorporated or registered under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance);
- (h) place and date of its incorporation or formation;
- (i) business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise;
- (j) notwithstanding the deeming provision specified in Paragraphs 3.10(a)(i) and 3.10(b)(i) of the Terms of Tender, a Tenderer shall provide a certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the

sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be);

- (k) where a Tenderer is not a company, a partnership, or a sole proprietorship, some of the information mentioned in the foregoing Sub-paragraphs of this Paragraph 7.1 may not apply and may not be available. Regardless of the mode of submission of its Tender, the Government reserves the right to request such relevant information and documents in relation to the Tenderer to ascertain the identity of the Tenderer as well as to ensure that the submission of the Tender has been duly authorised and approved; and
- (l) names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer.

7.2 If a Tenderer is incorporated, formed or established outside Hong Kong, a legal opinion in form and substance satisfactory to the Government and issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Tenderer and acceptable to the Government may be requested by the Government. The legal opinion, if required, should be made available upon request during the Tender Validity Period. Upon such request, the Tenderer shall provide such legal opinion covering the following issues and any other issues as may be required by the Government:

- (a) the Tenderer is duly incorporated, formed or established and validly existing and in good standing under the laws of the place of the Tenderer's incorporation, formation or establishment and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the proposed Contract. By "validly existing and in good standing", it is meant that no event mentioned in any of the Clauses 15.2(a) to (e) of the General Conditions of Contract or any event which has an equivalent effect to any such event has occurred in relation to the Tenderer;
- (b) the Tenderer has the full power, authority and legal capacity to:
 - (i) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Documents; and

- (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
- (c) the proposed Contract with the Government will, upon its formation pursuant to Paragraph 18 of the Terms of Tender, constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation, formation or establishment and is enforceable against the Tenderer in accordance with its terms; without prejudice to the generality of the foregoing, where an Electronic Record is used in the formation of the Contract (whether with or without any electronic or digital signature), the Contract shall not be denied legality, validity or enforceability on the sole ground that an Electronic Record was used for that purpose;
- (d) the submission of its Tender and the performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, formation or establishment, or the Memorandum (if any) and Articles of Association or similar constitutional documents of the Tenderer;
- (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Documents and the Contract;
- (f) the Tenderer's Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation, formation or establishment in order to secure their validity and/or priority;
- (g) there is no restriction under the laws of the place of the Tenderer's incorporation, formation or establishment affecting the Tenderer's obligations under the Tender Documents and the Contract;
- (h) the choice of the laws of Hong Kong to govern the Tender Documents and the Contract is a valid choice of laws;
- (i) the judgment handed by the courts of Hong Kong after the adjudication of any dispute arising from the Contract will be

recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer; and

- (j) it is not necessary under the laws of the place of incorporation, formation or establishment of the Tenderer that the Government be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Tender Documents and the Contract.

7.3 The Government may require a Tenderer to provide, at its own expense, additional legal opinion satisfactory to the Government in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer and acceptable to the Government on any other matters arising from its Tender. Where the opinion on the question specified in Paragraph 7.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, the additional legal opinion shall opine that any ruling made by the arbitrator under the arbitration provision set out in Paragraph 7.4 below will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer (“additional opinion on arbitration”). Together with the additional opinion on arbitration to be provided, the Tenderer shall also be required to provide a confirmation in writing that in consideration of the award of the Contract, it agrees that Clause 39.2 of the General Conditions of Contract shall be replaced by the arbitration clause in Paragraph 7.4 below.

7.4 Where the opinion on the question specified in Paragraph 7.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, subject to the obtaining of the additional opinion on arbitration as mentioned in Paragraph 7.3 above, Clause 39.2 of the General Conditions of Contract shall be deemed deleted and replaced by the following: “Any dispute arising from the Contract shall not be adjudicated by the courts of Hong Kong but shall be adjudicated by arbitration to be held in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules prevailing at the time when a notice of arbitration is issued by a Party (“Arbitration Rules”) except that regardless of whether the Arbitration Rules providing anything to the contrary, unless the Parties otherwise agree in writing: (a) the arbitration hearing must be held in Hong Kong and that the Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong) shall apply to the arbitration (including the whole of Schedule 2); and (b) without prejudice to section 18(2) of the Arbitration Ordinance, the Government may on its own disclose any information relating to (i) the arbitral proceedings under the arbitration agreement; and (ii) an award

made in those arbitral proceedings, under any of the circumstances mentioned in Paragraph 26.2 of the Terms of Tender”.

8. Sub-contractors

- 8.1 If any obligations of the Contractor are proposed to be performed by a sub-contractor, the Tenderer shall submit in the Information Schedule information of the sub-contractor. Details of the obligations to be performed by the proposed sub-contractor shall be submitted.
- 8.2 The information required in the Information Schedule for each proposed sub-contractor shall cover the information as required in Paragraph 7.1(a) of the Terms of Tender as if references to Tenderer shall mean the proposed sub-contractor.
- 8.3 The Government reserves the power to request the Tenderer to withdraw any sub-contracting proposal in the Information Schedule whereupon should the Tenderer refuse to do so, its Tender may not be considered further.
- 8.4 The Terms of Tender (Supplement) will specify whether or not the Government will require the submission of a legally binding sub-contractor’s undertaking. If a sub-contractor’s undertaking is required, and that the proposed sub-contractor was established or incorporated outside Hong Kong, and if requested by the Government, the legal opinion referred to in Paragraphs 7.2 and 7.3 of the Terms of Tender shall also be provided in relation to the proposed sub-contractor.

9. Cancellation of the Invitation to Tender Exercise

Without prejudice to the Government’s right to cancel this Invitation to Tender exercise at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Government is not bound to accept any conforming tender and reserves the right to cancel the Invitation to Tender.

10. Tenderer’s Commitment

All Tenders, information and responses from a Tenderer must be submitted in writing. Each of them is the offer, commitment and representation of the Tenderer and will, if accepted by the Government, be incorporated into and

made part of the Contract in such manner as the Government considers appropriate.

11. Counter-Proposals

- 11.1 The Tenderer must not submit any proposal that has the effect of varying or modifying (a) any essential requirements specified in the Tender Documents; (b) all provisions in the Tender Documents concerning the preparation, submission and evaluation of Tenders and award of Contract; and (c) those additional provisions which are not permitted to be subject to any counter-proposal as identified in the Terms of Tender (Supplement) (if any).
- 11.2 The Tenderer must not directly or indirectly attempt to preclude or limit the effect of any requirements or instructions set out in the Tender Form, these Terms of Tender or the Terms of Tender (Supplement) or the Schedules.
- 11.3 If a Tenderer fails to comply with Paragraph 11.1 or 11.2 above, subject to any clarification which the Government may, but is not obliged to, seek from the Tenderer, its Tender will not be further considered.
- 11.4 Counter-proposal to other provisions of the Tender Documents not specified in Paragraph 11.1 or 11.2 above, whilst not strictly disallowed, is not encouraged. If the Tenderer wishes to submit one or more counter-proposals to any provision in the Tender Documents not of the types specified in Paragraph 11.1 or 11.2 above (“Counter-Proposals”), the Counter-Proposals shall be submitted in the following manner:
- (a) (i) for Paper-based Tendering, the Counter-Proposals shall be attached to Part 4 “Offer to be Bound” of the Tender Form; or
 - (ii) for Electronic Tendering, the Counter-Proposals shall be attached as a separate attachment and identified as such;
 - (b) the original provisions which the Counter-Proposals relate to shall be fully recited before the proposed alteration or deletion;
 - (c) the proposed alteration to the original provisions shall be underlined and shall bear the corresponding clause number of the original provisions unless it is an addition;
 - (d) if it is an addition, the additional provisions shall be underlined;

- (e) words to be deleted shall be crossed out by a single line only; and
- (f) an explanation shall be given below the alteration or deletion and put in square brackets “[]”.

11.5 Unless the Government otherwise agrees, Counter-Proposals that are not submitted in accordance with Paragraph 11.4 above will not be considered by the Government and will not be regarded to form part of the Tender submitted by a Tenderer. In such event, the Tenderer shall be deemed to have agreed to the original provisions to which the Counter-Proposals relate and the Government will continue to consider the Tenderer’s Tender on this basis.

11.6 Notwithstanding and without prejudice to the aforesaid, the Government may, but is not obliged to, negotiate with the Tenderer any Counter-Proposal. The Government may at its absolute discretion reject any Counter-Proposal. If the Government does elect to negotiate with a Tenderer concerning a Counter-Proposal, and if after such negotiation, the Tenderer is unwilling to withdraw such Counter-Proposal, or otherwise revise it on terms acceptable to the Government, its Tender may not be considered further. Any accepted Counter-Proposal following from a successful negotiation shall be deemed as part of the Tenderer’s Tender and forms part of the Contract and shall be binding on the Tenderer if the Contract is eventually awarded to it.

12. Request for Information

12.1 In the event that the Government determines that:

- (a) clarification in relation to any part of the Tender is necessary; or
- (b) a document or a piece of information, other than those specified in Paragraph 3.3 of the Terms of Tender, is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. The Tenderer shall within five (5) working days from the date of the request or within such other period as specified in the request submit the clarification, information or document. If the clarification or information or document is not provided by the aforesaid deadline, the Tender may not be considered further (or will not be considered further

where the missing information or document is of the type specified in Paragraph 3.4 of the Terms of Tender).

- 12.2 Any excess proposal or information supplied by a Tenderer which goes beyond what has been requested by the Government pursuant to Paragraph 12.1 above will be ignored for the purposes of the tender evaluation or will entitle (but not oblige) the Government not to consider the Tender further.

13. Tenderer's Enquiries

- 13.1 Any enquiries from the Tenderer concerning the Tender Documents up to the date of lodging its Tender with the Government shall be in writing and shall be submitted to the Government no later than three (3) working days before the Tender Closing Date. The request shall be submitted in the manner specified in Paragraph 14.1 of the Terms of Tender.
- 13.2 After lodging a Tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or the Tender Documents. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- 13.3 Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a potential Tenderer shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Tenderer or potential Tenderer to rely on such statement. No such statement shall form part of the Tender Documents or alter, negate or constitute a waiver of any provision of the Tender Documents.

14. Communication with the Government

- 14.1 Without prejudice to the requirements set out in Paragraph 18 of the Terms of Tender concerning notification of acceptance of Tender, all communications given or made by the Government or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other Party in the manner provided in Clause 29 of the General Conditions of Contract at the address, facsimile number or email address specified in the Appendix, save that in the case of lodging

any enquiries under Paragraph 13.1 of the Terms of Tender, the Tenderer shall lodge such enquiries by facsimile or by email only. The Tenderer shall complete its postal address, facsimile number and email address in the Appendix to the Terms of Tender and should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.

- 14.2 All communications in relation to the Invitation to Tender shall be conducted directly between the Government and the Tenderer unless the Government elects to contact any proposed sub-contractor or customer or client of the Tenderer directly.

15. Negotiations

The Government reserves the right to negotiate with any Tenderer in relation to the Tenderer's Tender and/or the Contract.

16. Government Discretion

- 16.1 Notwithstanding anything to the contrary in this Tender Documents, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:

- (a) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer or a related person of the Tenderer;
- (b) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
- (c) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringes any Intellectual Property Rights or any other rights of any person ("IPR infringement") (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of

Contract award); or (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Tenderer or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award;

- (d) any time during the thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer or a related person of the Tenderer (as defined in Paragraphs 16.6 and 16.7 below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficienc(ies) in the performance of any requirement or obligation under any other Government contract regardless of the procurement department of such other Government contract, regardless of whether the default(s) or deficienc(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficienc(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficienc(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficienc(ies) has been remedied (“Contract Default(s)”); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender;
- (e) (i) the Tenderer; or (ii) a related person of the Tenderer; or (iii) a director or management staff of the Tenderer or those of the related person of the Tenderer, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of Contract award;

- (f) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Tenderer or a related person of the Tenderer or a director or management staff of the Tenderer or those of the related person of the Tenderer; professional misconduct includes any breach of the Good Industry Practice; or
- (g) any failure of the Tenderer to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award.

The grounds specified in Paragraphs 16.1(a) to 16.1(g) above are separate and independent, and shall not be limited by reference to or inference from the other of them.

16.2 For the purposes of Paragraph 16.1 above, each Tenderer shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification), including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Paragraph 16.1(a) above;
- (b) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Paragraph 16.1(c) above;
- (c) details of all Contract Defaults as mentioned in Paragraph 16.1(d) above;
- (d) details of conviction as mentioned in Paragraph 16.1(e) above in Hong Kong or any overseas jurisdiction;
- (e) details of any professional misconduct or act or omission as mentioned in Paragraph 16.1(f) above; and
- (f) details of any failure to pay taxes as mentioned in Paragraph 16.1(g) above.

If none of the events as mentioned in Paragraphs 16.1(a) to 16.1(g) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Paragraph 16.3 below. The information provided by the Tenderer is not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred.

- 16.3 In addition to the information mentioned in Paragraph 16.2 above, the Government reserves the right (but not obligation) to request from a Tenderer or a related person of the Tenderer or director or management staff of the Tenderer or those of the related person of the Tenderer or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Paragraph 16.1 above.
- 16.4 If the Tenderer fails to comply with the request made by the Government pursuant to Paragraph 16.3 above within such time as required by the Government, the Government may disqualify the Tenderer pursuant to Paragraph 12 of the Terms of Tender. If the Tenderer has submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Paragraph 16.1(b) above.
- 16.5 In providing the information required under Paragraphs 16.2 and 16.3 above, the Tenderer may show cause to satisfy the Government that in relation to any of the events as mentioned in Paragraph 16.1 above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.
- 16.6 If the Tenderer is a company, the expression "related person" of the Tenderer includes any one of the following:
 - (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer ("majority shareholder");
 - (b) a holding company or a subsidiary of the Tenderer;
 - (c) a holding company or a subsidiary of a majority shareholder (being a company) of the Tenderer; or

- (d) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions “holding company” and “subsidiary” have the meanings given to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

16.7 If the Tenderer is a sole proprietor or partnership, the expression “related person” includes any one of the following:

- (a) any partner of the Tenderer (if it is a partnership);
- (b) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or
- (c) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

16.8 References to related persons of the Tenderer, directors and management staff of the Tenderer or those of a related person in any of the applicable Sub-paragraph of Paragraph 16.1 above include persons who were in such capacity at such time of the event referred to in that Sub-paragraph.

17. Award of Contract

17.1 Subject to the other provisions of the Tender Documents, the Government will normally award the Contract to the Tenderer which the Government has determined to be capable of fulfilling the terms of the Contract and complies with the following evaluation criteria:

- (a) where the Tender Documents do not contain any marking scheme, (i) the Tenderer has passed the completeness check, (ii) the Tenderer and its Tender conform with all the essential requirements stipulated in the Tender Documents, (iii) the Tenderer has not been disqualified (or having its Tender not being considered further) for failing to comply with any other requirements set out in the Tender Documents, and (iv) the

Tenderer has submitted the lowest tender price (i.e., the lowest amount which is equal to the summation of all Estimated Services Prices for all Item(s) to which the price evaluation relates, or which is derived by another calculation as may be specified in the Terms of Tender (Supplement) (if any)) amongst all the Tenders which fulfil the evaluation criteria as specified in (i) to (iii) above; or

- (b) where the Tender Documents contain a marking scheme, (i) the Tenderer has passed the completeness check, (ii) the Tenderer and its Tender conform with all the essential requirements stipulated in the Tender Documents, (iii) the Tenderer has not been disqualified (or having its Tender not being considered further) for failing to comply with any other requirements set out in the Tender Documents, and (iv) the Tenderer has attained the highest combined score amongst all the Tenders which fulfil the evaluation criteria as specified in (i) to (iii) above based on the marking scheme.

17.2 The term “completeness check” referred to in Paragraphs 17.1(a) and (b) above shall mean the checking of (a) whether or not all proposals, documents and information which are, as per provisions in the Tender Documents, required to be submitted before the Tender Closing Time (and failing which the Tender will not be considered further), have been so submitted; and (b) whether or not those which are, as per the provisions in the Tender Documents, required to be submitted before the Tender Closing Time or upon subsequent request (and failing which the Tender will not be considered further), have been so submitted before the Tender Closing Time, or upon such request if a subsequent request has indeed been made by the Government.

17.3 For determining the lowest tender price under Paragraph 17.1(a) above or the price score under Paragraph 17.1(b) above,

- (a) any prompt payment discount offered by the Tenderer in the Price Schedule will not be taken into consideration in the tender price assessment; and
- (b) tender price quoted in the Permissible Currency other than Hong Kong dollars will be converted to Hong Kong dollars based on the official opening selling rate of that Permissible Currency quoted by the Hong Kong Association of Banks on the Tender Closing Date.

- 17.4 Unless otherwise expressly permitted in the Terms of Tender (Supplement), a partial tender for some but not all of the Items is not permitted. Where it is not permitted, the Tenderer must submit an offer for all quantities of all Item(s). All Tenders will be evaluated on an overall basis by taking into account all offered Item(s) based on the quantit(ies) specified in the Price Schedule in accordance with Paragraph 17.1 above. Where partial tender is allowed, the Tenders will be evaluated on an Item by Item basis (or group of Items by group of Items basis (each a “Group”), depending on the specification in the Terms of Tender (Supplement)) in accordance with Paragraph 17.1 above and separate Contracts may be awarded in respect of each Item (or each Group, as the case may be). Under such scenario, all Tenders for each Item (or Group) will be evaluated by taking into account the quantit(ies) for such Item (or Group) specified in the Price Schedule in accordance with Paragraph 17.1 above. Where a Tenderer is the successful Tenderer for more than one Item (or Group), only one Contract will be awarded to that Tenderer covering all such Items (or Groups, as the case may be).
- 17.5 Where it is provided in the Terms of Tender (Supplement) that the Tenders for each Item (or Group) will be evaluated separately, and where in respect of an Item (or Group) offered by the Tenderer, the Tenderer or its Tender fails to fulfil any of the evaluation criteria as specified in Paragraph 17.1(a) or (b) above (whichever is applicable) (“a non-conforming Tender”), the Tenderer’s Tender for that Item (or Group) will not be considered further, but without affecting the validity of the Tenderer’s Tender for other Item(s) (or Group(s)) if its Tender for those Item(s) (or Group(s)) are not non-conforming. Throughout the Tender Documents, references to “Tender will not be considered further” (or other similar expressions) shall be construed to mean the non-conforming Tender for the relevant Item (or Group) only.
- 17.6 Regardless of the applicable requirement as mentioned in Paragraph 17.4 above, each Tenderer acknowledges and agrees that the Government may elect at its sole option to accept all or any part of the Tenderer’s Tender.
- 17.7 Notwithstanding anything herein to the contrary, the Government is not bound to accept the Tender with the lowest price offer or the Tender with the highest combined score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

18. Acceptance

- 18.1 A Tender shall not be regarded to have been accepted by the Government unless the Government issues to the successful Tenderer an acceptance in writing (“Tender Acceptance”) and send it either by post or facsimile transmission to the successful Tenderer’s address or facsimile number (as the case may be) specified in the Appendix to the Terms of Tender. A binding Contract between the Government and the successful Tenderer is only constituted:
- (a) if the Tender Acceptance is sent by post, at the time of posting; or
 - (b) if the Tender Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Government’s facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.
- 18.2 A duplicate hardcopy of the Contract, including the “Memorandum of Acceptance” duly completed by the Government, will subsequently be delivered to the successful Tenderer evidencing the earlier acceptance by post or facsimile transmission, as the case may be.
- 18.3 Tenderers who do not receive any notification within the Tender Validity Period should assume that their Tenders have not been accepted.
- 18.4 Where an Electronic Record is used in the formation of the Contract (whether with or without any electronic or digital signature), the Contract shall not be denied validity or enforceability on the sole ground that an Electronic Record was used for that purpose.

19. Financial Vetting

- 19.1 If the Estimated Services Price for all Items of a Tender exceeds HK\$15 million, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. For this purpose, the Tenderer is required to submit the following documents for financial vetting:
- (a) Originals (or copies certified by its auditors) of the audited accounts of the Tenderer, and the audited consolidated accounts of the group if the Tenderer is a subsidiary of another company for the three (3) financial years prior to the Tender Submission

Date. The audited accounts must comply with the following requirements:

- (i) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
- (ii) The latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Submission Date.
- (iii) The audited accounts must contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts.
- (iv) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by the local law of the place of the company's establishment.
- (v) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
- (vi) If the Tenderer is a joint venture or partnership, audited accounts for each member of the joint venture or partnership must be submitted if the members are incorporated bodies.

Remarks: Unaudited accounts are acceptable only if the Tenderer is an unincorporated business where audited accounts are not mandatorily required, or the Tenderer is a newly established business where the first accounts are not yet available. For unincorporated businesses, tax records such as profits tax assessment issued by the Inland Revenue Department for the past three (3) financial years (if available) shall be provided. The unaudited accounts and tax records must be certified by the sole proprietor, partners or directors of the Tenderer, certified public accountants or other accountants acceptable to the Government.

- (b) Management accounts with a period ending not more than three (3) months before the Tender Submission Date if this has not been covered by the latest audited accounts. The accounts shall be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the sole proprietor, partners or directors of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government;
- (c) Projected statement of profit or loss and other comprehensive income and statements of cash flows of the Contract for each contract year and the pre-operating period (if applicable) and, if possible, those of the company during the Contract Period, setting out the revenue, details of operating expenses, capital expenditure including the initial investments and the sources of finance, and other particulars showing how the Tenderer will deal with the Contract. The projected accounts and statements must comply with the following requirements:
 - (i) They should be certified by the company's chief executive. For a joint venture or partnership, separate certification from each member of the joint venture or partnership is required.
 - (ii) The assumptions used in preparing the projections should be reasonable and must be clearly stated. All the supporting schedules and detailed calculations should also be provided.
 - (iii) The assumptions by the Government included in the Tender Documents must be reflected in the Tenderer's projections.
- (d) Original letters from bankers, where applicable, confirming lines of credit facilities available to the Tenderer and the current undrawn/unutilised balances of such credit facilities on or after a specified date (shortly before the Tender Submission Date or a date fixed by the Government) and stipulating the expiry date of the facilities;
- (e) Copies (certified by the sole proprietor, partners, directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
- (f) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.

- 19.2 Tenderers shall upon the request in writing by the Government provide the documents mentioned in Paragraph 19.1 above and any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by the Government.
- 19.3 If the successful Tenderer has passed the financial assessment, it shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong dollars in an amount equivalent to two percent (2%) of the Total Estimated Services Price in accordance with Paragraph 20.2(a) of the Terms of Tender.
- 19.4 If the successful Tenderer fails in the financial assessment, or it is a newly established company, or it is unable to submit adequate information for conducting a meaningful financial assessment, the Tenderer shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong dollars in an amount equivalent to five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, of the Total Estimated Services Price in accordance with Paragraph 20.2(b) of the Terms of Tender.

20. Contract Deposit

- 20.1 If the Total Estimated Services Price payable by the Government to the successful Tenderer exceeds HK\$1.4 million, but is less than or equals to HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government via the head of the Procuring Department, within twenty-one (21) days from the Date of the Tender Acceptance, an amount equivalent to two percent (2%) of the Total Estimated Services Price.
- 20.2 If the Total Estimated Services Price payable by the Government to the successful Tenderer exceeds HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government via the head of the Procuring Department, within twenty-one (21) days from the Date of the Tender Acceptance, an amount equivalent to:
- (a) two percent (2%) (if it passes the financial vetting); or

- (b) five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher (if it fails the financial vetting or in cases where the financial information available is inadequate for a meaningful assessment of the Tenderer's financial capability to fulfil the Contract requirements to be conducted),

as the case may be of the Total Estimated Services Price.

- 20.3 The successful Tenderer shall pay the Contract Deposit either in cash or in the form of a banker's guarantee. Each Tenderer should state clearly in Part I of Annex A to the Terms of Tender the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.
- 20.4 If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the proposed guarantor and the form and substance of the banker's guarantee must be subject to the acceptance of the Government. Without prejudice to the generality of the foregoing, the banker's guarantee must comply with the following:
 - (a) it must be issued by a bank that holds a valid banking licence issued under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;
 - (b) unless otherwise agreed by the Government, it must be on the terms set out at Part II of Annex A to the Terms of Tender; and
 - (c) the banker's guarantee shall come into effect on the Date of the Tender Acceptance.
- 20.5 The Contract Deposit, whether paid by way of cash (if any is remaining) or banker's guarantee, shall be returned to the Contractor or released in accordance with Clause 12.10 of the General Conditions of Contract.

21. Complaints about Tendering Process or Contract Award

- 21.1 The tendering process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Tenderer who feels that its Tender has not been fairly evaluated may write to the head of the Procuring Department who will personally examine the complaint and refer it to the approving authority or relevant tender boards for consideration if the complaint relates to the tendering system or

procedures followed. The Tenderer should lodge the complaint within three (3) months after the award of Contract.

- 21.2 Where the Invitation to Tender is covered by the WTO GPA, a Review Body on Bid Challenges under the WTO GPA has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA. The relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department. They may also be sent to the interested Tenderers upon request to the Secretariat of the Review Body. In the event that a Tenderer believes that a breach of the WTO GPA has occurred, the Tenderer may, within ten (10) working days after it knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless the Tenderer is encouraged to approach the Procuring Department for resolution of its complaint before lodging a challenge to the Review Body. In such instances, the Procuring Department shall accord impartial and timely consideration to any such complaint, and deal with it in a manner that will not be prejudicial to the corrective measures that may be obtained by the Tenderer through the Review Body. The Review Body may receive and consider a late challenge but a challenge will not be considered if it is filed later than thirty (30) working days after the basis of the challenge is known or reasonably should have been known to the Tenderer.

22. Documents of Unsuccessful Tenderers

If this Invitation to Tender is covered by the WTO GPA, the Government may destroy all documents submitted by unsuccessful Tenderers three (3) years after the Contract has been constituted under Paragraph 18.1 of the Terms of Tender. Where it is not covered by the WTO GPA, the Government may destroy these documents three (3) months after the Contract has been constituted in the aforesaid manner.

23. New Information

A Tenderer should inform the Government in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Documents. The Government reserves the right not to consider a Tenderer's Tender further if the Tenderer's continued ability to meet such requirements is in doubt.

24. Contractors' Performance Monitoring

If a Tenderer is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other tenders or quotation exercises are evaluated.

25. Cost of Tender

Each Tenderer shall submit its Tender at its own cost and expense. The Government shall not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its Tender and the doing of all acts required for the purpose of this Invitation to Tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the Government, (b) site visits or surveys made by the Tenderer, (c) presenting the Tenderer's reference sites and equipment to the Government Representative during the site visits, and (d) provision of tender samples, whether before or after the Tender Closing Time.

26. Consent to Disclosure

26.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer,

- (a) a brief description of the Services provided or to be provided by the successful Tenderer;
- (b) the Total Estimated Services Price and any other fees, cost and expense payable to the successful Tenderer pursuant to the Contract;
- (c) the engagement by the Government of the successful Tenderer under the Contract and the name and address of the successful Tenderer; and
- (d) the date of award of the Contract.

26.2 Nothing in Paragraph 26.1 above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Tenderer (successful or unsuccessful) or its tender (whether or not the information is specified

in Paragraph 26.1 above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):

- (a) the disclosure of any information to any public officer or public body as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
- (b) the disclosure of any information already known to the recipient;
- (c) the disclosure of any information which is public knowledge (including because of any disclosure under Paragraph 26.2(a) above);
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, a request made by the Review Body mentioned in Paragraph 21.2 of the Terms of Tender, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
- (e) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (f) without prejudice to the power of the Government under Paragraph 26.1 above, to the extent the information relates to or concerns a Tenderer, with the prior written consent of that Tenderer.

27. Personal Data Provided

27.1 All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract, resolution of any dispute arising from the Invitation to Tender, and the disclosure pursuant to Paragraph 26 of the Terms of Tender).

27.2 By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by

the Government of the personal data for the purposes set out in Paragraph 27.1 above, or the disclosure pursuant to Paragraph 26 of the Terms of Tender.

27.3 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.

27.4 Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Procuring Department.

28. Licence to use the materials submitted by Tenderers

A Tender once submitted will become the property of the Government. Tenders of unsuccessful Tenderer may be destroyed in accordance with Paragraph 22 of the Terms of Tender. In consideration of the Government considering its Tender, without prejudice to all other rights and powers of the Government under the Tender Documents (including in particular its right to disclose information in the Tenders) and under the Contract, each Tenderer hereby grants and shall upon the demand of the Government at the Tenderer's cost procure that the lawful owner or authorised person of the relevant Intellectual Property Rights will grant, to the Government, its assigns, successors-in-title and authorised users, a royalty-free, non-exclusive, irrevocable, sub-licensable, transferable, world-wide, unrestricted right and licence to use or exercise all or any Intellectual Property Rights subsisting in its Tender for the purposes of tender evaluation and for all other purposes incidental thereto or in connection therewith (including resolution of any dispute arising from the Invitation to Tender). Such right and licence shall continue to subsist so long as all or any Intellectual Property Rights subsist in the Tender (or any part thereof) under any applicable law, including the laws of Hong Kong. Where there is any presentation or demonstration, the aforesaid right and licence shall extend to such presentation and/or demonstration to be conducted by the Tenderer.

29. Warranty against Collusion

29.1 The Tenderer must ensure that the Tender 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 referred to in Paragraph 29.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

- 29.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in one of the Schedules titled as such) as part of its Tender.
- 29.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Paragraph 29.1 above or in Non-collusive Tendering Certificate submitted by it under Paragraph 29.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (a) reject the Tenderer's Tender;
 - (b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
 - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 15.1 of the General Conditions of Contract.
- 29.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Paragraph 29.1 above or in Non-collusive Tendering Certificate submitted by it under Paragraph 29.2 above.
- 29.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Paragraph 29.1 above or in Non-collusive Tendering Certificate submitted by it under Paragraph 29.2 above may prejudice its future standing as a Government contractor or service provider.
- 29.6 The rights of the Government under Paragraphs 29.3 to 29.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

30. Warning against Bribery

- 30.1 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.
- 30.2 The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services 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.

31. Environmental Protection

- 31.1 Tenderers are encouraged to minimise the impact of their activities on the environment and to observe the general guidelines in Guidance Note GN-1 (Environmental Protection) at Annex B to the Terms of Tender.
- 31.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:
- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
 - (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
 - (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

APPENDIX TO THE TERMS OF TENDER – Contact Details

Contact details of:

All correspondence with the Government or Government Representative relating to matters concerning the Contract from the Contractor shall be addressed to contact at (1) provided that

- (a) all enquiries concerning the Service Specifications or other technical aspects of the Services to be lodged by a potential Tenderer; and
- (b) all correspondence and notices concerning the Order and inspection of the Services.

(1) the Government (Procuring Department):

Address:

Attn:

Facsimile Number:

Email Address:

(2) the Tenderer/Contractor:

Address:

Attn:

Telephone Number:

Facsimile Number:

Email Address:

- (3) Process Agent (for a Tenderer/Contractor incorporated, formed or established outside Hong Kong):

Address:

Attn:

Telephone Number:

Facsimile Number:

Email Address:

Name of Tenderer: _____

Date: _____

Part I

Method of providing the Contract Deposit

If the Contract is awarded to us, we shall pay to the Government the Contract Deposit *in cash/by way of a banker's guarantee.

* Delete as appropriate.

N.B.: If a Tenderer does not complete this Part, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.

Part II

**Form of
Banker's Guarantee**

THIS GUARANTEE is made on the day of
By.....
of, a bank within the meaning of the Banking
Ordinance (Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor")

In favour of

The Government of the Hong Kong Special Administrative Region (hereinafter called the
"Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the [day] of [month year]
made between «SERVICE PROVIDER_NAME» of «SERVICE PROVIDER_ADDRESS»
(hereinafter called the "Contractor") of the one part and the Government of the other part
(designated as <<Name of the Procuring Department>> Contract No.
«CONTRACT_NUMBER»), the Contractor agreed and undertook to provide
_____ upon the terms and conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and
conditions hereinafter appearing, the due and faithful performance of the Contract by the
Contractor.

Now this Guarantee executed as a deed witnesses as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the
meaning assigned to them under the Contract.

(2) In consideration of the Government's acceptance of the bank named herein as the
Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.
- (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
- (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution or where "the Contractor" is a company, any change of its member or shareholder or its officers or its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect on the same date as the Contract and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or

(b) if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),

whichever is the applicable.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Government, at the <<Name of the Procuring Department>> of <<Address of the Procuring Department>> marked for the attention of _____, facsimile number _____;

(b) upon the Guarantor, at _____, _____, Hong Kong, marked for the attention of _____, facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed _____.

(15) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/Seal*] of the said)
Guarantor was hereunto affixed and)
signed by)
.....)
[Name & Title])
duly authorised by its board of)
directors in the presence of)

Name of witness:
Title of witness:
Signature of witness:

@ Signed Sealed and Delivered)
for and on behalf of and as)
lawful attorney of the Guarantor)
under power of attorney dated)
..... and deed of delegation)
dated)
by)
[Name & Title])
and in the presence of)

Name of witness:
Title of witness:
Signature of witness:

* Please delete as appropriate

@ See Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)

Note: When banker's guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

**Guidance Note GN-1
(Environmental Protection)**

Contractors are encouraged to minimise the impact of their activities on the environment and to observe the following requirements in particular:

- Comply with all applicable legal and other requirements on environmental protection.
- Control the use of materials and resources (e.g. electricity, fuel, chemicals, paper, etc.) to minimise their consumption and unnecessary wastage. Use environment-friendly alternatives where possible during your daily operations.
- Store properly all materials/chemicals to prevent any spillage and leakage.
- Minimise the production of solid waste and chemical waste.
- Ensure all solid waste is properly handled, stored and disposed of in an efficient and sensitive manner to avoid any spillage and leakage. In particular, all chemical waste should be handled, stored and disposed of in accordance with the applicable legal requirements.
- Ensure proper and regular maintenance of all vehicles used for the purpose of conducting business, including controlling their noise and emissions.
- Minimise all air emissions and noise generation where practicable.
- Ensure all waste water is discharged in accordance with the applicable legal requirements.
- Reuse and recycle waste wherever possible.

PART 2
GENERAL CONDITIONS OF CONTRACT

1. Contract Period

- 1.1 Subject to the provisions in the Contract for earlier termination, and without prejudice to Clause 16.1(a) of the General Conditions of Contract, this Contract shall have a duration specified as the Contract Period in the Special Conditions of Contract. Where the Special Conditions of Contract do not specify any period as the Contract Period, the Contract Period shall be the period commencing from the Date of Tender Acceptance and ending on the date when the Contractor has discharged all its obligations in relation to the Services.
- 1.2 Unless otherwise expressly specified in the Special Conditions of Contract, an Order for the Services may be placed by the Government any time during the Contract Period up to the last date of the Contract Period.

2. Total Services and Variation

- 2.1 The Services to be performed under the Contract shall be as laid down in the Service Specifications, Special Conditions of Contract and Schedule (if any) and shall be carried out, as and when required, to the satisfaction of the Inspecting Officer. All Orders placed under the Contract shall be issued in writing and the Government will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- 2.2 The Contractor shall not extend the Services beyond the requirements specified in the Service Specifications, Special Conditions of Contract and Schedule (if any) except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Service Specifications, Special Conditions of Contract and Schedule (if any).
- 2.3 Where a variation has been made to the Contract, the amount to be added to or deducted from the Contract Price in accordance with that variation shall be determined in accordance with the Unit Prices specified in the Price Schedule so far as the same may be applicable and where the Unit Price is

not contained in the Price Schedule, or is not applicable, such amount shall be such sum as is reasonable in the circumstances.

3. Contractor's Acknowledgement, Obligations and Contract Performance

- 3.1 The Contractor acknowledges and agrees that when entering into the Contract, it has been supplied with sufficient information to enable it to provide to the Government the Services, which shall comply fully with the requirements set out in the Service Specifications and other provisions of the Contract.
- 3.2 The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract. Save to the extent expressly set out in the Contract, the Contractor does not expect, and the Contractor agrees that it is unnecessary for, the Government to do anything to facilitate or assist the Contractor's provision of the Services and the performance of its obligations under the Contract.
- 3.3 The Contractor shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
 - (b) in accordance with Good Industry Practice.
- 3.4 The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:
- (a) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
 - (b) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
 - (c) comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel,

Government staff and others who may be affected by its performance of Services.

3.5 The Contractor shall:

- (a) duly and unconditionally secure, obtain and maintain throughout the Contract Period all and any authorisations, approvals, consents, licences, permits, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are or may be required or necessary to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where the Contractor's procedures so require, the consent of its parent company) ("Consents");
- (b) ensure that the Consents are in full force and effect, and the use of the Services by the Government will not contravene any applicable laws, throughout the Contract Period; and
- (c) bear all costs, charges and expenses that may be incurred in obtaining and maintaining the Consents throughout the Contract Period.

3.6 The Contractor shall, through the Government Representative, keep the Government informed of all matters related to the Contract within the actual or constructive knowledge of the Contractor and shall answer all enquiries received from the Government Representative.

3.7 The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.

3.8 To the extent that the Government considers it reasonably necessary and that the information (in whatever media) is in the possession of the Government and is not subject to any confidentiality restriction, the Government may at the request initiated by the Contractor (but not otherwise required in the Contract), provide all such information for the Contractor's guidance in the execution of the Contract free of charge provided such request from the Contractor is made in a timely manner to avoid any delay on the part of the Contractor to perform the Contract. If required by the Government, the Contractor shall return all such information (in whatever media) to the Government upon the expiry or early termination of the Contract or at the time specified in the Special Conditions of Contract.

- 3.9 The Contractor shall be responsible for the completeness and accuracy of all drawings, documents and information supplied by the Contractor to the Government in connection with the Services. Without prejudice to any other provisions of the Contract, the Contractor shall indemnify the Government in accordance with Clause 14.2 of the General Conditions of Contract in connection with, any discrepancies, errors or omissions therein.
- 3.10 Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by the Government free of charge but shall be returned to the Government on completion of the Contract.
- 3.11 The Contractor acknowledges that it does not have the right to provide the Services to the Government on an exclusive basis and nothing in this Contract confers any such exclusive right. Nothing in the Contract shall preclude the Government from procuring any Services from any other person.

4. Warranties and Representations

- 4.1 The Contractor warrants, represents and undertakes that:
- (a) the Contractor and its sub-contractors, their employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
 - (b) the Contractor shall carry out the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner;
 - (c) the Services shall conform in all respects to the Service Specifications and conditions under the Contract;
 - (d) it shall not employ any illegal workers to carry out its obligations under the Contract;
 - (e) the Contractor has full power, capacity and authority to enter into the Contract and to perform all its obligations under the Contract including without limitation the vesting of the Intellectual Property Rights in the Government, and the granting and/or procuring the grant of the licences to the Government, its authorised users, assigns and successors-in-title in accordance with Clause 17 of the General Conditions of Contract;

- (f) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
- (g) all information and documents supplied, and statements and representations from time to time made by or on behalf of the Contractor in or in relation to its Tender and the Contract are genuine, true, accurate and complete;
- (h) throughout the Contract Period, no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (i) throughout the Contract Period, it is not subject to any contractual obligation, or court judgment or ruling order or arbitration decision, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (j) throughout the Contract Period, no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue; and
- (k) throughout the Contract Period, it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.

4.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 4.1 above and in Clause 17.1 of the General Conditions of Contract and in other provisions of the Contract (including without limitation the Special Conditions of Contract and Paragraph 29.1 of the Terms of Tender), and those made by the Contractor in its Tender for the Contract including all Schedules, during the evaluation of the Tender, and those from time to time made in the course of performance of the Contract, are collectively referred to as "Warranties", and each, a "Warranty".

4.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.

4.4 Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Chapter 457 of the Laws of Hong Kong) apply to bind the Contractor and the Government respectively.

5. Costs and Expenses

Save as otherwise expressly provided for in the Contract, the Contractor shall comply with all provisions of the Contract and its obligations under the Contract at its own costs and expenses.

6. Price Variation

The prices quoted for the Services in the Price Schedule shall remain valid throughout the Contract Period and only subject to adjustment in accordance with the provisions set out in the Special Conditions of Contract (if any).

7. Order and Provision of Services

7.1 Subject to the ordering and arrangement of provision of Services specified in the Special Conditions of Contract for the Services, whenever required by the Government by a written order signed by the Government Representative and issued to the Contractor during the Order Period specifying:

- (a) the Services to be provided to the Government;
- (b) the date and time for provision of the Services referred to in (a) above; and
- (c) the conditions, if any, applicable to the provision of the Services referred to in (a) above,

the Contractor shall provide to the Government the Services so specified in the Order in accordance with the Order and the provisions of the Contract.

7.2 If no date and time for provision of the Services is specified in an Order, the Contractor shall provide the Services specified in the Order within fourteen (14) working days from the date of the Order.

- 7.3 Where the Services and/or the date(s) for provision of the Services are specified in the Terms of Tender (Supplement) and/or the Special Conditions of Contract (as the case may be), Clauses 7.1 and 7.2 above shall not apply.
- 7.4 Time shall be of the essence of the Contract as regards each provision of the Services specified in an Order.
- 7.5 Notwithstanding any provision of the Contract, due provision of any Services to the Government shall not be regarded to have taken place unless and until such Services are accepted by the Government in writing.

8. Inspection

- 8.1 The Services performed shall be subject to inspection and certification by the Inspecting Officer, and/or the Government Representative, and/or by an Independent Accredited Laboratory (whereupon the passing of any such tests shall be evidenced by a test certificate or laboratory test report certified by the Independent Accredited Laboratory) as specified in the Special Conditions of Contract. All costs incurred by the Contractor (including those for the appointment of the Independent Accredited Laboratory) shall be borne by the Contractor and shall not be chargeable to the Government unless and to the extent otherwise expressly specified in the Price Schedule. Upon breach of any term or condition of the Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Service Specifications, the Government shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.
- 8.2 In the event that the Contractor, its sub-contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Government may by notice in writing to the Contractor at any time require the Contractor to make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Government in the notice.

9. Government Property

When Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay an amount equal to its replacement costs plus all administrative costs incurred by the Government for replacing such lost or damaged property. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

10. Government Premises/Contractor's Premises

- 10.1 The Contractor, shall ensure that all persons engaged by him in carrying out the Contract remain at such parts of Government premises as are necessary for the due discharge of the Contractor's obligations under the Contract.
- 10.2 Where the Services are carried out on the Contractor's premises, such premises shall be open to inspection by the Government Representative or Inspecting Officer at all reasonable times.
- 10.3 The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Government premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises, piers or wharves.

11. Payment of the Contract Price

- 11.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with all terms and conditions of the Contract and subject always to all and any set-off, deductions or withholding, the Government shall pay the Contractor the Contract Price in accordance with the payment timetable set out in the Price Schedule.
- 11.2 Where the payment timetable stated in the Price Schedule provides that the Contract Price shall be payable in one lump sum, unless otherwise agreed in writing by the Government, in respect of any Services provided to the Government, the Government shall not have any obligation to pay the Contractor the Contract Price for such Services unless and until the Services have been accepted by the Government in writing. The Government shall pay the Contractor the Contract Price for the Services

within thirty (30) days after the date of receipt of the invoice or written acceptance of the Services, whichever is later.

- 11.3 Where the payment timetable stated in the Price Schedule provides that the Contract Price for the Services shall be payable in instalments, the Government shall pay each instalment of the Contract Price for the relevant milestone or part of the Services:
- (a) within thirty (30) days after the due date of the instalment as stated in the payment timetable; or
 - (b) within thirty (30) days after the receipt of the invoice from the Contractor (which has included all necessary deductions, set-off and withholding),

whichever is the later and after the receipt of an advance payment bond of the equivalent amount as required in the Special Conditions of Contract, if any.

- 11.4 Unless specifically stated in the Contract, apart from the Contract Price, no other money shall be payable by the Government to the Contractor or any other person under the Contract. Save as otherwise expressly provided for in the Contract, the Contractor shall perform, comply with and observe all provisions of the Contract and its obligations under the Contract at its own costs and expenses.
- 11.5 Without prejudice to Clause 11.4 above, the Contract Price is inclusive of all charges for provision of the Services (including all costs and charges for the Consents). Save as otherwise expressly provided for in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).
- 11.6 Where and to the extent this Contract constitutes a standing offer to provide the Services to the Government if and when demanded during the Order Period, the Contractor and the Government hereby acknowledge and agree that the consideration for the standing offer shall be one (1) Hong Kong dollar, payable by the Government to the Contractor, if and when demanded, and that the Contractor irrevocably undertakes to keep the standing offer open throughout the Order Period.
- 11.7 The Contractor shall invoice the Government for any payment of the Contract Price. In respect of the provision of the Services which has been accepted and that the Contract Price is payable in the manner specified in Clause 11.2 above, the Contractor shall deliver to the Government an invoice setting out the particulars of the Services provided (including the

Unit Price), the Order number (where an Order has been issued), the amount of Contract Price payable for the Services after taking into account all applicable deductions, set-off and withholding, and such other information as the Government Representative may require from time to time.

- 11.8 In the case where the Contract Price is payable in the manner specified in Clause 11.3 above, an invoice for an instalment of the Contract Price shall not be issued unless (a) the milestone as specified in the payment timetable in the Price Schedule has been achieved and accepted by the Government as confirmed by it in writing; and (b) the invoice must have taken into account all applicable deductions, set-off and withholding.
- 11.9 Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Contract Price and any other sum payable by the Government to the Contractor under the Contract if:
- (a) the Contractor fails to observe or perform any provision of the Contract;
 - (b) the Government disputes on any reasonable ground its obligation to pay the amount in question;
 - (c) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or
 - (d) withholding of payment is required by any applicable law or regulation for tax or otherwise.
- 11.10 No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.
- 11.11 The Government shall not be held responsible or liable for any delay in payment and no interest or other surcharge or any other payment howsoever described shall be charged to the Government due to (a) invoices not having been issued in accordance with this Clause 11, or (b) the amount billed in the invoices not having been duly calculated in accordance with the provisions of the Contract (including without limitation not having taken into account all applicable deductions, set-off or withholding), or (c) the Contractor disputing any deductions or set-off or withholding made by the Government pursuant to the Contract, or (d) any invoice or

correspondence being improperly addressed contrary to the requirements stipulated in the Contract. Each invoice shall include all deductions, set-off and withholding which may be made pursuant to the terms of the Contract and shall show the net amount payable. If the Contractor does not render an invoice charging a correctly stated net amount due to its failure to take into account all appropriate deductions, set-off or withholding or otherwise, the Government may, but is not obliged to, pay the net amount which duly takes into account all appropriate deductions, set-off and withholding.

- 11.12 In the event that the Contractor fails to pay any sum of money on the date it falls due or upon demand by the Government under the Contract, it shall pay interest on such sum to accrue from the due date up to the date of actual payment in full at the rate of 1% above the rate per annum which shall be a simple average of the rates per annum announced by the note-issuing banks of Hong Kong from time to time to be its prime lending rate for Hong Kong dollars. Such interest shall accrue on a daily basis and shall be computed on the basis of a 365-day year (“default interest rate”). For the applicable interest rate when a court judgment or an award from the arbitrator is obtained (if any), the interest rate to accrue on such judgment sum or awarded sum shall be the aforesaid default interest rate, or such rate as may be determined from time to time by the Chief Justice of Hong Kong by order for judgment debt interest (whichever rate is the higher rate).
- 11.13 Where the Contractor is outside Hong Kong, payment will be made by telegraphic transfer to the Contractor’s bank account as specified in Part D of the Price Schedule. All charges imposed by the banks outside Hong Kong shall be borne by the Contractor. In addition, any charges imposed by the banks in Hong Kong for carrying out any special request(s) by the Contractor shall be borne by the Contractor, or the Contractor shall reimburse the Government for the same if the Government has settled such charges with the bank.

12. Contract Deposit

- 12.1 The Contractor shall pay the Contract Deposit in accordance with Paragraph 20 of the Terms of Tender (and/or where applicable in accordance with the relevant Paragraph of the Terms of Tender (Supplement) which supplements or replaces such Paragraph 20 (in whole or in part)).
- 12.2 If the Contractor fails to comply with Clause 12.1 above, the Government shall have the right to terminate the entire Contract pursuant to Clause 15.1 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 15.4 of the General Conditions of Contract.

- 12.3 Without prejudice to Clause 12.2 above, if the Contractor fails to comply with Clause 12.1 above, the Government may deduct from any sum due or payable by the Government to the Contractor from time to time, an amount equal to the Contract Deposit to serve as the Contract Deposit.
- 12.4 If:
- (a) the Contractor fails to comply with any provision of the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government arising from or relating to such failure; or
 - (b) any amount is due or payable by the Contractor to the Government under the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount due or payable,
- in each case of Sub-clause (a) or (b) above, irrespective of whether or not a demand for payment has been made against the Contractor.
- 12.5 The Contract Deposit (whether paid in cash or in the form of the banker's guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government.
- 12.6 If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee any time prior to the expiry or termination of the Contract, the Contractor shall, within twenty-one (21) days after the date of the written demand by the Government, deposit a further sum or provide a further banker's guarantee, in a sum equal to the amount so deducted or so called, which further sum shall be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause 12.6, the further banker's guarantee must comply with the requirements in Paragraphs 20.4(a) to (c) of the Terms of Tender.
- 12.7 Where the Contract Price payable for all Services to be procured under the Contract is likely to exceed the original Total Estimated Services Price, the Government may, by written notice to the Contractor, require the Contractor to submit to the Government such additional amount as further Contract Deposit such that the Contract Deposit shall at all times during the

Contract Period be an amount equivalent to two percent (2%) (or five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, if the Contractor failed in the financial assessment under Paragraph 19 of the Terms of Tender in the tender evaluation stage) of the revised Total Estimated Services Price specified by the Government in the notice.

- 12.8 If a notice is issued by the Government under Clause 12.7 above, the Contractor shall within twenty-one (21) days deliver to the Government the additional amount of further Contract Deposit required in the notice in the form of either cash or a further banker's guarantee. The further banker's guarantee must comply with the requirements in Paragraphs 20.4(a) to (c) of the Terms of Tender. A further Contract Deposit paid by the Contractor to the Government shall form part of the Contract Deposit.
- 12.9 If the Contractor fails to comply with Clause 12.6, 12.7 or 12.8 above, the Government shall have the right to terminate the entire Contract pursuant to Clause 15.1 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 15.4 of the General Conditions of Contract.
- 12.10 Upon the expiry or termination of the Contract Period:
- (a) if the Contract Deposit is paid in cash, the Government shall, after deducting the sums due from the Contractor to the Government, return the balance of the Contract Deposit (if any) in cash and without interest to the Contractor by the date specified in (i) or (ii) below, whichever is applicable:
 - (i) the end of three (3) months counting from the date of early termination or expiry of the Contract Period; or
 - (ii) in the case if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing).
 - (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee shall be discharged and released in accordance with the guarantee period as stated therein.

(the applicable period specified in Sub-clause (a) or (b) above is referred to as the “Guarantee Period”.)

12.11 Where upon expiry of the Guarantee Period, any claim of the Government or any liability of the Contractor, whether under or arising from or in relation to the Contract cannot yet be quantified or finalised, the Government may, without prejudice to its other rights and remedies, pay the entire Contract Deposit or any part thereof (whether in cash or in banker’s guarantee) into a suspense account, for so long as it considers necessary, and pending the quantification or finalisation of the amount of the claim or liability. Upon quantification or finalisation of the amount of all or any claims or liabilities, the Government shall apply the amount in the suspense account in or towards satisfaction of the quantified amount. Where there is any remaining amount in the suspense account after such application, the Government will return the remaining amount to the Contractor without interest. Where the amount in the suspense account is insufficient to cover all or any claims or liabilities, the Government reserves all rights and remedies against the Contractor in respect of such claims and liabilities.

13. Recovery of Sums Due

Where the Contractor has incurred any liability to the Government, whether at law or in equity and whether such liability is liquidated or unliquidated, the Government may set off, whether by way of equitable set off or at common law the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from the Government to the Contractor under the Contract or any other contract made between the Government and the Contractor.

14. Liability and Indemnities

14.1 Neither the Government nor any of its employees or agents shall be under any liability whatsoever for or in respect of:

- (a) any loss of or damage to any of the Contractor’s property or that of its employees or agents however caused (whether by any Negligence of the Government or any of its employees or agents or otherwise);
or
- (b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees or agents, save and except any such injury or death caused by the Negligence

of the Government or any of its employees (in the course of employment).

14.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of the Government, its assigns, successors-in-title, and authorised users (including the employees and agents of the Government) (each an “Indemnified Party”) from and against:

- (a) all and any liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs, charges and expenses incurred or suffered by an Indemnified Party of whatsoever nature (including all legal and expert costs, charges and expenses on a full indemnity basis); and
- (b) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted by any person against an Indemnified Party or by an Indemnified Party against any person (regardless of whether or not they have been settled or compromised) (collectively, “Claims” and each a “Claim”) and everything stated in Sub-clause (a) above incurred or suffered by an Indemnified Party in all and any such Claims,

which arise directly or indirectly as a result of or in connection with, or which relate in any way to, all or any of the following:

- (i) the breach of any provisions of the Contract by the Contractor;
- (ii) the negligence, recklessness, tortious acts or wilful act or omission of the Contractor, its employees, agents or sub-contractors;
- (iii) any Warranty which is incorrect, inaccurate, incomplete or misleading;
- (iv) any claim or allegation that the use or possession of the Materials or Third Party Materials infringes the Intellectual Property Rights or any other rights of any person; or
- (v) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority;
- (vi) any act or omission of the Contractor, or its employees, agents or sub-contractors, in the performance of the Contract

notwithstanding that the Contractor is authorised or obliged to do or commit any such act or omission under this Contract;

- (vii) any loss, damage, injury or death referred to in Clause 14.1 above save and except injury or death caused by the Negligence of the Government or any of its employees (in the course of employment); or
- (viii) any injury or death of any third party, or any loss or damage to property sustained by any third party, in consequence of any act, omission, default, or negligence of the Contractor or any of its employees, agents and sub-contractors.

Each of the above is separate and shall be construed independently and shall not prejudice or be limited by reference to or inference from the other of them or other provisions of this Contract.

- 14.3 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform the Government Representative as early as practicable and deliver to the Government a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.
- 14.4 For the purposes of this Clause 14, “Negligence” (appearing in upper case) shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).
- 14.5 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

15. Termination

15.1 In the event that:

- (a) the Contractor fails to provide to the Government any Services specified in an Order within the time as specified in the Order or in accordance with Clause 7.2 or 7.3 of the General Conditions of Contract;
- (b) any Services are rejected pursuant to the Contract;

- (c) the Contractor is in breach of any provision of the Contract which in the opinion of the Government is not capable of remedy;
- (d) the Contractor commits a breach of any provision of the Contract which is capable of remedy and fails to remedy the same within fourteen (14) days from the date of service of notice by the Government (or such longer period as specified in the notice) requiring such remedy;
- (e) any Warranty is incorrect, inaccurate, incomplete or misleading;
- (f) the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract;
- (g) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government;
- (h) the Contractor abandons the Contract in whole or in part;
- (i) the Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government; or
- (j) any event or circumstance occurs which enables the Government to terminate the Contract under any one of the following provision of the General Conditions of Contract:
 - (i) Clause 12.2 or 12.9 (Contract Deposit);
 - (ii) Clause 20.3 (Probity);
 - (iii) Clause 27.3 (Force Majeure);
 - (iv) Clause 28 (Illegal Workers);
 - (v) Clause 35.4 (Admission of Contractor Personnel to Government Premises); or
 - (vi) Paragraph 29.3(c) of the Terms of Tender (Warranty against Collusion),

the Government may by seven (7) days' written notice to the Contractor terminate the Contract immediately.

15.2 The Government may immediately terminate the Contract upon the occurrence of any of the following events:

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) if the Contractor is an incorporated body, a shareholders' or members' resolution has been passed that it be wound up or dissolved (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation the terms of which have been approved by the Government in advance);
- (c) a petition is presented for the winding up or dissolution or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
- (d) the Contractor is or becomes insolvent, or any order is made for the Contractor's bankruptcy or winding up or dissolution;
- (e) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor's business or assets;
- (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (g) the Government reasonably believes that any of the events mentioned above is about to occur.

15.3 Separate from the event mentioned in Clause 15.1(j)(iii) above and Clause 27.3 of the General Conditions of Contract, where there is a Force Majeure Event, the Government may terminate the Contract in part or in whole pursuant to Clause 27.7 of the General Conditions of Contract.

15.4 Instead of terminating the Contract in relation to all Services pursuant to Clause 15.1, 15.2 or 15.3 above, the Government may elect, but is not obliged, to terminate the Contract in relation to any part or parts of the Services only ("Partial Termination"). The part(s) of the Services to which the Partial Termination relates are referred to as "Terminated Services". The Terminated Services may cover all or any part(s) of the Services which have not been accepted up to the time of termination.

15.5 Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 15.1 to 15.3 above and in each Sub-clause of Clauses 15.1 and 15.2 shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.

16. Termination Consequences

16.1 Upon expiry or early termination of the Contract (howsoever occasioned) (“Termination”):

- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) the Government’s rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
 - (ii) the rights and claims which have accrued to a Party prior to the Termination; and
 - (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the Termination (however occasioned) (including Clauses 3, 4, 11.9 to 11.12, 12 to 41 of the General Conditions of Contract, the Interpretation, the Interpretation (Supplement) and such other provisions as specified in the Special Conditions of Contract);
- (b) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination;
- (c) without prejudice to the other rights and claims of the Government including the right to seek indemnity under Clause 14.2 of the General Conditions of Contract, in the event of the Termination under Clause 15.1 or 15.2 of the General Conditions of Contract, the Contractor shall be liable for all losses, damage, costs and expenses

incurred by the Government arising from the Termination including without limitation (i) any amount in excess of the Contract Price incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (ii) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 15.1 of the General Conditions of Contract. If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Government to the Contractor for the Services provided by the Contractor prior to Termination and in accordance with the Contract for which payment has yet to be made by the Government;

- (d) the Contractor shall immediately return to the Government all Government Property which is supplied or in respect of which access is granted to the Contractor by the Government for the purposes of or in relation to the Contract;
- (e) the Contractor shall provide all such assistance as the Government may request from time to time after the Termination to ensure an orderly and effective transition of the provision of the Services to the Government or another contractor to be appointed by the Government Representative and/or completion of any work-in-progress;
- (f) the Contractor shall within twenty-eight (28) days of the date of Termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of Termination; and
- (g) at the request of the Government, the Contractor shall enter into and perform all deeds of assignment, transfer or novation in favour of the Government or in favour of any person whom the Government may designate, for the assignment, transfer or novation of any contract, arrangement or other subject matter whatsoever (including without limitation licences in relation to any Intellectual Property Rights) on such terms and conditions as the Government may stipulate; and procure any other third party whom the Government considers necessary for effecting or perfecting such assignment, transfer or novation to enter into and perform any such deeds of assignment, transfer or novation.

Further, upon request by the Government and/or in the event of the expiry or termination (howsoever occurred) of the Contract, the Contractor shall at its sole costs and expenses promptly deliver to the Government the Materials (including any drafts and copies thereof) then in the Contractor's custody, control or possession, whether in their completed forms or not.

16.2 Upon a Partial Termination pursuant to Clause 15.4 of the General Conditions of Contract:

- (a) the provisions in the Contract to the extent they apply or concern or relate to the Terminated Services shall be of no further force and effect, but without prejudice to:
 - (i) the Government's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor;
 - (ii) the rights and claims which have accrued to a Party prior to the Partial Termination; and
 - (iii) the continued existence and validity of all remaining provisions of the Contract; and
- (b) all of the consequences specified in Clause 16.1 above (apart from Clause 16.1(a) above, and in the case of Partial Termination under the circumstances mentioned in Clause 15.4 of the General Conditions of Contract, also apart from Clause 16.1(c) above) shall apply save that references to "Termination" shall mean "Partial Termination"; references to "Services" shall mean the "Terminated Services".

17. Intellectual Property Rights

17.1 The Government shall be the exclusive owner of the Materials. Except for the Third Party Materials, all the Intellectual Property Rights in the Materials shall vest in the Government immediately upon creation. Subject to Clause 17.3 below, the Contractor warrants that such Materials shall be original works created, developed or made by or on behalf of the Contractor.

17.2 The Contractor shall not use or allow to be used directly or indirectly the Materials except for the performance of its obligations under the Contract or except with the prior written approval of the Government. "Use" includes any acts restricted by copyright (including reproduction) set out in

sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).

17.3 If any materials of which the Intellectual Property Rights are owned by third parties and incorporated into the Materials or supplied or used by the Contractor in the performance of the Contract (“Third Party Materials”), the Contractor shall identify the Third Party Materials to the Government and keep the Government informed in writing of such Third Party Materials. The Contractor hereby grants or in case it is not empowered to do so, shall at its own costs and expenses procure that there will be granted, in favour of the Government, its authorised users, assigns and successors-in-title a royalty-free, non-exclusive, irrevocable, perpetual, worldwide and sub-licensable licence, for all purposes contemplated by the Contract, to use (including doing any of the acts restricted by copyright set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong)) the Third Party Materials.

17.4 The Contractor warrants that:

- (a) prior to the use and incorporation of the Third Party Materials into the Materials or in providing the Services, the Contractor shall have obtained from the third party Intellectual Property Rights owners the grant of all necessary clearances and licences for itself and its authorised users and for the Government, its authorised users, assigns and successors-in-title to use the Third Party Materials in the manner and for any of the purposes contemplated by the Contract. The costs of the above clearances and licences shall be borne by the Contractor;
- (b) the provision of the Materials, Services and Third Party Materials by the Contractor and the use or possession by the Government, its authorised users, assigns and successors-in-title of the Materials and the Third Party Materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights or any other rights of any person; and
- (c) the exercise of any of the rights granted under the Contract by the Government, its authorised users, assigns and successors-in-title will not infringe any Intellectual Property Rights or any other rights of any person.

17.5 The Contractor hereby irrevocably waives and undertakes to procure, at its own costs and expenses, its officers, employees, agents, sub-contractors and all authors concerned to irrevocably waive all moral rights (whether past, present or future) in respect of the Materials and Third Party Materials.

Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon creation of the Materials or upon the grant of the licence to the Government, its authorised users, assigns and successors-in-title or upon the delivery of the Third Party Materials to the Government (as the case may be).

- 17.6 The Contractor shall at its own costs execute or procure the execution of any further assignments, deeds, licences, documents and instruments and do or procure the doing of any further things as may be required by the Government to give full effect to Clauses 14.2, 17 and 19 of the General of Conditions of Contract, and shall provide all such assignments, deeds, licences, documents and instruments to the Government within fourteen (14) days from the date of the Government's written request or such longer period as may be agreed by the Government in writing.
- 17.7 The provisions of this Clause 17 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

18. Conflict of Interest

- 18.1 The Contractor shall during the Contract Period and for six (6) months thereafter:
- (a) ensure that it (including each and every officer, employee and agent of the Contractor) 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 Government; and
 - (b) forthwith notify the Government 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 Contractor or any other member of the Restricted Group, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.

18.2 The Contractor 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 Contractor 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 Contractor's obligations under this Contract.

18.3 In the Contract:

- (a) "associate" of a person means:
 - (i) a relative or partner of that person; or
 - (ii) a company one or more of whose directors is in common with one or more of the directors of that person;

- (b) "associated person" of a person means:
 - (i) any person who has control, directly or indirectly, over the second-mentioned person;
 - (ii) any person who is controlled, directly or indirectly, by the second-mentioned person; or
 - (iii) any person who is controlled by, or has control over, the person mentioned in (i) or (ii) above;

- (c) "control" over another person ("person under control") means the power of a person to secure:
 - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that person under control or any other person;
 - (ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that person under control or any other person; or
 - (iii) by virtue of holding office as a director in that person under control or any other person;

that the affairs of the person under control are conducted in accordance with the wishes of that person exercising control;

- (d) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent; and
- (f) “Restricted Group” has the meaning given to it in Clause 18.1 above.

19. Confidentiality

19.1 The Contractor shall not disclose and shall treat as proprietary to the Government and confidential all Government Data, any other information, report, document, plan, record, data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), database, code or particulars (a) furnished or disclosed by or on behalf of the Government or by any other person to the Contractor; or (b) otherwise is accessible by or available to the Contractor in the course of performing the Contract; or (c) any Materials, advice, recommendations, reports or any other materials containing information belonging to the Government or specifically relating to or relevant to the Services provided to the Government (collectively “Confidential Information”) in whatever form or media. The restrictions on disclosure contained in this Clause 19.1 shall not apply to the disclosure of any Confidential Information if:

- (a) such disclosure to any person employed, used or engaged by the Contractor in performing the Contract is made in circumstances where such disclosure is necessary in the reasonable opinion of the Contractor for the performance of the Contractor’s duties and obligations under the Contract, provided that the Contractor has imposed on the said person employed, used or engaged an absolute and legally binding obligation to the Contractor to refrain from disclosing the Confidential Information to a third party;
- (b) such Confidential Information is already known to the recipient other than as a result of disclosure by the Contractor or any other member of the Restricted Group; or

- (c) such Confidential Information is or becomes public knowledge other than as a result of disclosure by the Contractor or any other member of the Restricted Group;
- (d) such disclosure is made in circumstances where such disclosure is required pursuant to any laws of Hong Kong or an order of a court of Hong Kong; or
- (e) with the prior consent in writing of the Government.

19.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep indemnified each of the Government, its assigns successors-in-title and authorised users from and against everything stated in Clauses 14.2(a) and 14.2(b) of the General Conditions of Contract which the Government (or any of its assigns or successors-in-title or authorised users) may suffer or incur directly or indirectly as a result of or arising from or in connection with or in relation to:

- (a) a breach of confidence (whether under the Contract or general law) by the Contractor or any other member of the Restricted Group;
- (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
- (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Chapter 593 of the Laws of Hong Kong).

19.3 The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use, disclose, publish or reproduce, and shall procure and ensure each person who may be imparted with any Confidential Information in accordance with Clause 19.1 above shall not use, disclose, publish or reproduce, the Confidential Information for any other purposes without the Government's prior written consent.

19.4 When requested by the Government, the Contractor shall forthwith require any of its officers or employees or agents or sub-contractors as the Government may stipulate, and such other persons to whom disclosure is made pursuant to Clause 19.1 above, to execute a written undertaking in

favour of the Contractor and the Government in a form to be determined by the Government agreeing to the restrictions attached to the Confidential Information set out in this Clause 19 and the Contractor agrees to provide certified true copies of any such undertakings to the Government within fourteen (14) days from the date of request by the Government. The Contractor further agrees that, if so required by the Government, it will, at its own cost and expense, take such actions and steps as are lawful and necessary to enforce such undertaking in the event of any breach thereof by anyone who has executed such undertaking.

- 19.5 The Contractor shall establish and maintain all necessary security measures and procedures for the safe custody of the Confidential Information in the Contractor's possession or under its control and to prevent unauthorised access thereto or use thereof.
- 19.6 The Contractor shall not, and shall ensure that no other member of the Restricted Group will, save to the extent necessary for performing the Contract, peruse, retain possession or control of, or duplicate, any Confidential Information or any copy thereof (in whatsoever media or format).
- 19.7 The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 19 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 19.8 The Contractor shall promptly notify the Government of, and give the Government all reasonable assistance in connection with, any proceedings which the Government may institute against any person pursuant to any of the provisions in this Clause 19.
- 19.9 The Contractor acknowledges that any unauthorised disclosure or use of the Confidential Information can cause irreparable harm and significant injury to the Government, the degree of which may be difficult to ascertain or that damages may not be an adequate remedy. Accordingly, the Contractor agrees that the Government shall have the right to obtain and be immediately granted an injunction prohibiting any breach of this Clause 19 and/or specific performance ensuring the compliance of this Clause 19 in light of any threatened or actual breach of this Clause 19, without prejudice to its other rights and claims including those available under the Contract or at law arising from such breach.
- 19.10 Without prejudice to the generality of the foregoing provisions, the Contractor further undertakes that it will not at any time itself or through any associate or associated person or employee, sub-contractor or agent use,

sell, license, sub-license, create, develop or otherwise deal in any Confidential Information.

19.11 The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause 19 and any copies, analyses, compilations and extracts thereof whether in hardcopies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form and medium. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.

20. Probity

20.1 The Contractor acknowledges it has been reminded that:

- (a) dishonesty, theft and corruption on its part or that of its officers, employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong); and
- (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

20.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors 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 Contractor 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.

20.3 The Government shall have the right to terminate the entire Contract pursuant to Clause 15.1 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 15.4 of the General Conditions of Contract in the event that the Contractor or any of its officers, employees, agents and sub-contractors is convicted of an offence under the Prevention

of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) or the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong).

- 20.4 The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 20.2 above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

21. Insurance

- 21.1 Where and to the extent it is stated to be required in the Special Conditions of Contract, the Contractor shall effect and keep in force, and renew upon expiry, throughout the Applicable Period (as defined in Clause 21.3 below):

21.1.1 a public liability insurance policy in the joint names of (i) the Contractor and (ii) the Government, (with appropriate cross-indemnity clause as if a separate policy has been issued to each of them) subject to a maximum indemnity amount in the sum of not less than an indemnity amount of HK\$10,000,000 or such other amount as stated in the Special Conditions of Contract for each claim or a series of claims arising from one event, but otherwise unlimited in the aggregate indemnity amount for all claims arising during the entire period of insurance (“public liability insurance policy”); and

21.1.2 any other insurance policies specified in the Special Conditions of Contract (if any);

- (a) with an insurance company authorised under the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong) and on such terms and conditions as shall be approved by the Government; and
- (b) (applicable to the public liability insurance policy under Clause 21.1.1 above) against liability to pay damages and compensation for injury or death of any person and loss or damage to any property.

- 21.2 For the purposes of obtaining the Government's approval of the terms and conditions of the insurance policy, before taking out of the same, if required by the Government, the Contractor shall submit the draft insurance policy to the Government for review no later than one (1) week after the Date of Tender Acceptance.
- 21.3 The Applicable Period for the public liability insurance policy shall be the Contract Period; and for other insurance policies specified to be required in the Special Conditions of Contract, such Applicable Period shall be as stated in the Special Conditions of Contract.
- 21.4 Without prejudice to Clauses 21.1 and 21.3 above, the Contractor shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable laws and regulations.
- 21.5 If required by the Government, the Contractor shall deliver to the Government copies of all insurance policies required under the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 21.6 For all insurance policies required under the Contract, the Contractor shall comply with and observe duly and punctually all terms and conditions set out in these policies. The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim covered by the relevant insurance policy.
- 21.7 If the Contractor fails to give effect to or maintain any insurance policy required under the Contract, the Government may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.
- 21.8 No provision including any indemnity limit specified in any insurance policy required under the Contract shall relieve the Contractor of any liability under the Contract or be construed as a cap on the liability of the Contractor under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

22. Process Agent

Where the Contractor does not have a place of business in Hong Kong, the Contractor shall irrevocably appoint the person whose name and address are set out in the Appendix to the Terms of Tender as its process agent to receive on its behalf service of process of any legal action or proceedings arising out of or in connection with the Contract in Hong Kong. Service upon the process agent shall be good service upon the Contractor whether or not it is forwarded to and received by the Contractor. If, for any reason, the process agent ceases to be or ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Contractor shall appoint a substitute process agent with an address in Hong Kong acceptable to the Government and to deliver to the Government a copy of the substitute process agent's acceptance of that appointment within thirty (30) days. In the event that the Contractor fails to appoint a substitute process agent, or fails to notify the Government of the name and address for service of that substitute process agent, it shall be effective service for the Government to serve the process upon the last known address in Hong Kong of the last known process agent for the Contractor notified to the Government notwithstanding that such process agent is no longer found at such address or has ceased to act or has ceased to be able to act.

23. Relationship of the Parties

The Contractor enters into the Contract with the Government as an independent contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, or a joint venture between the Government and the Contractor. Unless otherwise expressly provided for in the Contract, neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party.

24. Assignment and Sub-contracting

24.1 Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it. Any person purportedly appointed by the Contractor as agent shall be treated as sub-contractors for the purpose of this Clause 24 and for the whole of the Contract.

24.2 Acceptance of the Tender does not signify the Government's acceptance of any sub-contracting proposal set out in the Tender.

- 24.3 The Government may impose conditions either to be complied with by the Contractor and/or any proposed sub-contractors before giving any approval under Clause 24.1 above including without limitation the execution of a sub-contractor's undertaking by the proposed sub-contractor in favour of the Government in such form and substance to be prescribed by the Government. Where the Government requests the same, a certified copy of the sub-contract shall be deposited with the Government within seven (7) days after the effective date of the sub-contract.
- 24.4 The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract. The Contractor shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever level), and employees and agents of any such sub-contractor as if they were its own.

25. Disclosure of Information

- 25.1 The Contractor hereby irrevocably authorises, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as the Government considers fit:
- (a) a brief description of the Services provided or to be provided by the Contractor;
 - (b) the Total Estimated Services Price and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
 - (c) the engagement by the Government of the Contractor under the Contract and the name and address of the Contractor; and
 - (d) the date of award of the Contract.
- 25.2 Disclosure may also be made by the Government under any of the circumstances specified in Paragraph 26.2 of the Terms of Tender in relation to any information concerning or relating to the Contractor or the Contract or the Services or the Materials, recorded in whatever media.
- 25.3 Nothing in this Clause 25 or in Paragraph 26.2 of the Terms of Tender shall imply or be construed that the Government owes any duty of confidentiality to the Contractor including without limitation in relation to any information

of or concerning this Contract or the Contractor or the Services or the Materials.

26. Publicity

- 26.1 Whether before, during or after the expiry or termination of the Contract Period, the Contractor shall not use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.
- 26.2 Subject to Clause 26.1 above, the Contractor shall submit to the Government Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Services or other services provided or other work done in connection with the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.
- 26.3 Notwithstanding any consent or approval given under Clause 26.1 or 26.2 above, whenever required by the Government, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein the Government is mentioned or language used from which a connection with the Government can reasonably be inferred or implied and the Contractor must comply with such request.

27. Force Majeure

- 27.1 If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing concerning such matter and provide the Government with all relevant information as the Government may request.
- 27.2 Within seven (7) days after the occurrence of a Force Majeure Event or earlier, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent, how the Force Majeure Event has and/or will materially prevent it from performing the Contract or such part thereof, and likely duration of such material prevention.
- 27.3 Provided the Government is satisfied with the Contractor's claim of a Force Majeure Event which has materially prevented and/or will continue to materially prevent it from performing its obligations under the Contract or such part thereof, the Contract or such part thereof strictly to the extent of such prevention shall be suspended during the subsistence of such Force

Majeure Event commencing from a date to be agreed between the Parties (“Suspension due to Force Majeure”). Where the Government is not so satisfied about any alleged claim of a Force Majeure Event, there shall be no Suspension due to Force Majeure. The Contractor may not allege or claim any event as a Force Majeure Event. Any failure by the Contractor to perform any obligation under the Contract shall be treated as default and entitles the Government to terminate the Contract under any applicable Sub-clause of Clause 15.1 or Clause 15.2 of the General Conditions of Contract or partially terminate the Contract under Clause 15.4 of the General Conditions of Contract.

27.4 Without prejudice to the generality of Clause 27.3 above, whilst the Suspension due to Force Majeure subsists:

- (a) the Contractor shall not be required to perform any part of its obligations under the Contract strictly to the extent it is materially prevented from doing so by the Force Majeure Event (“Affected Obligations”) but it shall use its best endeavours to remove or mitigate the effect of the Force Majeure Event on the Affected Obligations;
- (b) the Government may make alternative arrangements for the performance of the Affected Obligations, whether by another person or otherwise, without compensation to the Contractor;
- (c) the Contractor shall not be entitled to any payment of money in respect of the Affected Obligations (if any money would have been payable in the first place);
- (d) notwithstanding anything in the Contract to the contrary, no compensation shall be payable by either Party to the other due to any losses or damage arising from the Suspension due to Force Majeure; and
- (e) the Contractor shall continue to fully and punctually perform and observe all of its other obligations which are not affected by the Force Majeure Event in full accordance with the requirements of the Contract including those obligations which are not Affected Obligations, and to that extent, all terms and conditions of the Contract shall continue to apply and be in full force and effect.

27.5 Following the issue of a notice by the Contractor under Clause 27.1 above which has led to Suspension due to Force Majeure under Clause 27.3 above, the Contractor shall keep the Government informed once every

week or at such longer frequency as may be allowed by the Government, and in any event from time to time upon the request of the Government, of:

- (a) the likely duration of the relevant Force Majeure Event and of its effect of materially preventing the Contractor from performing the Affected Obligations;
- (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event (“Mitigation Actions”); and
- (c) any other matters relevant to that Force Majeure Event or the Contractor’s performance affected by that Force Majeure Event.

27.6 As soon as the relevant Force Majeure Event has terminated or otherwise that the Government considers that the Mitigation Actions have minimised the effect of the Force Majeure Event on the ability of the Contractor to perform the Affected Obligations, the Contractor shall forthwith notify the Government, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate date for resuming the performance of the Affected Obligations (“Resumption Date”). The Contractor shall immediately after the termination of the Force Majeure Event or with effect from Resumption Date as determined by the Government in the aforesaid manner, resume performance of the Affected Obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Resumption Date, the Government’s decision shall be final in the absence of manifest error.

27.7 Should a Suspension due to Force Majeure subsists for more than thirty (30) days, the Government shall be entitled to, but is not obliged to, terminate the Contract pursuant to Clause 15.3 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 15.4 of the General Conditions of Contract.

28. Illegal Workers

The Contractor undertakes not to employ illegal workers in the execution of this Contract or any other Government contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice, terminate this Contract pursuant to Clause 15.1 of the General Conditions of Contract or partially terminate this Contract pursuant to Clause 15.4 of the General Conditions of Contract.

29. Notices

- 29.1 Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a Party shall be in writing and delivered or sent to the other Party at the applicable postal address, facsimile number or email address mentioned in the Appendix (or such other postal address, facsimile number or email address as the addressee has by no less than seven (7) working days' prior written notice specified to the other Party).
- 29.2 Such notices, demands, invoice, correspondence or other communications shall be addressed as provided in Clause 29.1 above and, if so addressed, shall be deemed to have been duly given or made as follows:
- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant Party;
 - (b) if sent by post (regardless of whether during or outside normal business hours), two (2) working days (for any place in Hong Kong) and seven (7) working days (for any place outside Hong Kong) after the date of posting which is a working day;
 - (c) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; or
 - (d) if sent by email during normal business hours on a working day, upon despatch unless the sender has received a non-delivery notification from his own computer system.
- 29.3 Notice, demand, invoice, correspondence or other communication to the Contractor from the Government in the prescribed manner specified in Clause 29.2 above (whether from a Government Representative of the department specified in (1) or specified in (2) of the Appendix) shall be deemed to have been served provided that the notice, demand, invoice, correspondence or other communication has been sent to the correct applicable contact of the Contractor as specified in the Appendix.
- 29.4 Notice, demand, correspondence or other communication to the Government shall be to the applicable contact(s) as specified in the Appendix (as the same may from time to time be revised) depending on the subject matter to which it relates.

29.5 Nothing in this Clause 29 shall affect the validity of any notice, demand, invoice or communication despatched by personal delivery or by fax or by email outside normal business hours whether on a working day or a non-working day. Any such notice, demand, invoice, correspondence or other communication fulfilling the conditions specified in Clause 29.2 above shall be deemed to have been duly given or made on the next working day following from the date of personal delivery or fax or email. Where posting is not done on a working day, it shall be deemed to have been done on the next working day after such day.

30. Entire Agreement

30.1 The Contract constitutes the whole agreement between the Parties and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government. On the other hand, the Government has relied on the Warranties when entering into the Contract.

30.2 All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

31. Execution of Further Documents

The Contractor shall at its own cost and expense do and execute any further things and document(s) (or procure that the same be done or executed) as may be required by the Government to give full effect to the provisions in this Contract and shall provide all such documents and materials to the Government within fourteen (14) days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.

32. Variations

Subject to other provisions of the Contract which provide for the power of the Government to make changes, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an agreement in writing and duly signed by the Contractor and the Government and in which agreement, the Parties expressly agree to the relevant waiver, cancellation, alteration or amendment of or to the provisions of the Contract as specified therein.

33. Severability

If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

34. Waiver

34.1 Time shall be of the essence of the Contract but no failure, delay, forbearance or indulgence by any Party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each Party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

34.2 Without prejudice to the generality of Clause 34.1 above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

35. Admission of Contractor Personnel to Government Premises

35.1 Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively "Relevant Personnel") who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall

specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.

- 35.2 The Contractor shall ensure that while any of the Relevant Personnel is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- 35.2A The Contractor shall require all Relevant Personnel, save for those exempted, to present vaccination record of at least the first dose of COVID-19 vaccine prior to their entry into indoor government premises which are their places of work, or for work-related purposes (including for meetings and for fulfillment of duties). The number of vaccine doses required may be revised by prior written notice from the Government to the Contractor in the light of the development of COVID-19 epidemic situation.
- 35.2B Exemption from the requirement to present vaccination record will be granted to (a) those who are medically unfit for COVID-19 vaccination as supported by a valid medical certificate; and (b) pregnant staff with prior exemption to be granted by the Government on a case-by-case basis. The exempted categories of Relevant Personnel mentioned in this Clause may be revised by prior written notice from the Government to the Contractor.
- 35.2C For the purpose of Clauses 35.2A and 35.2B, the Contractor shall comply with the entry requirement of Government premises, implementation approaches, requirement on the vaccination record and other relevant documentations to be presented, consequence of non-compliance, maintenance and updating of the register of vaccination status, and all other necessary requirements as determined by the Government by prior written notice from the Government to the Contractor.
- 35.2D The Contractor shall ensure that the Relevant Personnel will have given consent to the Contractor to pass the personal data in relation to Clauses 35.2A and 35.2B above to authorised persons of the Government for the purposes of the provisions of this Clause 35 and other provisions of the Contract.
- 35.3 The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.

35.4 In the event that the Contractor fails to comply with this Clause 35 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 15.1 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 15.4 of the General Conditions of Contract.

36. Assistance in Legal Proceedings

36.1 If and whenever requested to do so by the Government Representative, the Contractor shall provide to the Government all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Contractor's presence at the Government's premises. If requested by the Government, the Contractor shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.

36.2 Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Contractor or in respect of the Contract, it shall notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government Representative may require.

37. Retention of Records

The Contractor shall keep and maintain until seven (7) years after the expiry of the Contract, or such longer period as may be agreed by the Parties, full and accurate records in relation to the Contract including the Services provided under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor shall afford the Government or its representative or authorised person access to the records and to make and retain copies thereof as may be requested by the Government or its representative or authorised person.

38. Joint and Several Obligations

38.1 Where the Contractor comprises more than one person, each such person assumes all obligations of the Contractor under or arising from or in connection with or in relation to the Contract on a joint and several basis.

38.2 A reference to the Contractor in this Contract is a reference to each of the persons constituting the Contractor.

39. Governing Law and Jurisdiction

39.1 The Contract shall be governed by and construed in accordance with the laws of Hong Kong.

39.2 The Parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters or dispute arising out of or in connection with or in relation to the Contract.

40. Contracts (Rights of Third Parties) Ordinance

The Parties hereby declare that nothing in this Contract confers or purports to confer on any person not being a Party to this Contract any benefit or any right to enforce any term of this Contract under or pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

41. Order of Precedence

41.1 In the event of, and only to the extent of, any conflict or inconsistency amongst or between any provisions of the Contract, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) the Special Conditions of Contract;
- (b) the Service Specifications;
- (c) the Terms of Tender (Supplement);
- (d) the Interpretation (Supplement);
- (e) the Schedules;

- (f) the General Conditions of Contract;
- (g) the Terms of Tender;
- (h) the Interpretation;
- (i) other Tender Documents which forms part of the Contract; and
- (j) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

41.2 The Materials are items to be prepared and/or supplied by the Contractor pursuant to requirements of the Contract. They shall form part of the Contract. Notwithstanding, unless the Parties agree in writing in the manner specified in Clause 32 of the General Conditions of Contract, no Materials shall seek to waive, alter, cancel or amend any provisions of any documents listed in Clause 41.1 above. No general approval of, or signature by, the Government of any such Material shall be taken as agreement or approval of any such waiver, cancellation, alteration or amendment, unless the Government expressly acknowledges and agrees on a case-by-case basis to this effect. This shall apply even if any such Material is signed or given approval after the Date of Tender Acceptance.

SAMPLE PRICE SCHEDULE

(To be completed and returned together with the tender submission)

Name of Tenderer: _____

Date: _____

Part A – Estimated Services Price

(a) The rate/unit price

Item No.	Description	Estimated Quantity (A)	Rate/Unit Price (HK\$ or Permissible Currency) (B)	Estimated Services Price for the Item specified opposite (i.e. A x B) (HK\$ or Permissible Currency)
	<p>[xxx]</p> <p>*[(1) complying with all requirements of the Contract including the Service Specifications; and</p> <p>(2) inclusive of all services and items specified in Paragraph 5.1 of the Terms of Tender and Paragraph [xx] of the Terms of Tender (Supplement)]</p> <p>[*Editorial Note: <i>Please amend as appropriate.</i>]</p>			

(b) Total amount of the Estimated Services Price(s) for all Item(s): _____

Note: If the Tenderer intends to quote in a Permissible Currency, please specify the Permissible Currency.

SAMPLE PRICE SCHEDULE

(To be completed and returned together with the tender submission)

Part B – Payment Timetable

[For lump sum payment:

Subject to the other provisions of the Contract, the Contract Price shall be paid to the Contractor in one lump sum in accordance with Clause 11.2 of the General Conditions of Contract]

[For milestone payment and payment by instalments:

Subject to the other provisions of the Contract, the Contract Price shall be paid to the Contractor by instalments in accordance with the following schedule and in accordance with Clause 11.3 of the General Conditions of Contract:

Number of instalments	Milestone to be achieved for the instalment to become payable	Amount of the instalment (in percentage of the Contract Price)

]

Part C – Payment Discount

1. Tenderers are requested to indicate in the spaces provided below what discounts they would allow on the Contract Price or other amount payable under the Contract (if any) if payment is made in full within –
 - (a) 7 working days from the date of receipt of an invoice or from the due date for such payment as specified in the Contract, whichever is the later:
_____ % discount;
 - (b) 8 to 14 working days from the date of receipt of an invoice or from the due date for such payment as specified in the Contract, whichever is the later:
_____ % discount.
2. Tenderers are requested to insert the word “Nil” in the spaces provided above if they do not offer any payment discount.
3. Tenderers are requested to ensure that no more than two (2) digits after the decimal places are quoted for the above discount.
4. The period of 7 or 14 working days for payment discount shall be calculated from the date of the receipt by the Government of an invoice or the date the relevant payment falls due, whichever is the later.

SAMPLE PRICE SCHEDULE

(To be completed and returned together with the tender submission)

Part D – Banking Details

[Please refer to Paragraph 5.7 of the Terms of Tender, which is applicable only if a Tenderer is from a place outside Hong Kong.]

For payment to be made by telegraphic transfer:

- (a) Banker's Name : _____
- (b) Banker's Address : _____
- (c) Name of Account : _____
- (d) Account Number : _____
- (e) Sorting Code : _____

SAMPLE INFORMATION SCHEDULE

(To be completed and returned together with the tender submission)

Name of Tenderer: _____

Date: _____

Table A – Information and documents required under Paragraph 7.1 of the Terms of Tender:

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	company / sole proprietorship / partnership / statutory corporation /others* (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: (i) managing director and other directors; (ii) partners; or (iii) sole proprietor	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	

SAMPLE INFORMATION SCHEDULE

(To be completed and returned together with the tender submission)

(j)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer	Please attach if applicable.
(k)	(if the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy no.: Expiry date:	

SAMPLE INFORMATION SCHEDULE

(To be completed and returned together with the tender submission)

(n)	A certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be)	Please attach if applicable.
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Table B – Information required under Paragraph 8 of the Terms of Tender:

(a)	Name of the proposed sub-contractor	
(b)	Place of business of the proposed sub-contractors (in address form)	
(c)	Obligations proposed to be performed by the proposed sub-contractor	

SAMPLE INFORMATION SCHEDULE

(To be completed and returned together with the tender submission)

Table C – Information required under Paragraph 16.2 of the Terms of Tender:

- * (a) I/We confirm that none of the events as mentioned in Paragraphs 16.1(a) to 16.1(g) of the Terms of Tender has ever occurred.

- * (b) I/We confirm that the following event(s) as mentioned in Paragraphs 16.1(a) to 16.1(g) of the Terms of Tender has occurred:

Date	Details of the Event

Note: * Please delete whichever is not applicable.

Table D – Other information which is required to be provided or disclosed in this Schedule (if any) or otherwise any information which the Tenderer wishes to provide:

SAMPLE NON-COLLUSIVE TENDERING CERTIFICATE
(To be completed and returned together with the tender submission)

To: the Government

Dear Sir/ Madam,

Non-collusive Tendering Certificate

1. I/We, (name of the Tenderer) _____ of
(address(es) of the Tenderer(s)) _____

refer to the Government's invitation to tender for the Contract ("Invitation to Tender") and my/our Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender 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, any Tender;
 - iv) an intention or decision to withdraw any Tender;
 - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
 - vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

SAMPLE NON-COLLUSIVE TENDERING CERTIFICATE
(To be completed and returned together with the tender submission)

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our 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) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our 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;
 - (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; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 29.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 29.3 to 29.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

SAMPLE NON-COLLUSIVE TENDERING CERTIFICATE
(To be completed and returned together with the tender submission)

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Signed by the Tenderer / Signed by an
authorised signatory for and on behalf of :
the Tenderer

Name of the authorised signatory (where
applicable) :

Title of the authorised signatory (where
applicable) :

Date :

SAMPLE COMPLETENESS CHECK SCHEDULE

Name of Tenderer: _____

Date: _____

The Tenderer is requested to check and ensure that all of the following proposals, documents and information are submitted with its Tender. The Tenderer shall note Paragraph 3.3 of the Terms of Tender that failure to submit the proposals, documents and information as stipulated therein (viz., items (a), (b) and [xx] specified below) before the Tender Closing Time will lead to the Tender not being considered further. Please check the box below to confirm that the item specified opposite is indeed submitted.

- | | |
|--------------------------|---|
| <input type="checkbox"/> | (a) In the case of Paper-based Tendering, an Offer to be Bound set out in Part 4 of the Tender Form (English or Chinese version) containing an original signature by or on behalf of the Tenderer. Please note that retyping Part 4 of the Tender Form for submission is not permitted. Part 4 of the Tender Form shall be the actual form as obtained from the Government or a printed copy of the softcopy obtained from the Government or a photocopy of any such form. |
| <input type="checkbox"/> | (b) The Unit Price quotations for the Item(s) as specified in the Price Schedule in Hong Kong dollars or a Permissible Currency (see Paragraph 5 of the Terms of Tender). |
| <input type="checkbox"/> | (c) Other information required in the Price Schedule. |
| <input type="checkbox"/> | (d) Other information required in the Information Schedule (see Paragraphs 7, 8 and 16.2 of the Terms of Tender). |
| <input type="checkbox"/> | (e) The signed Non-collusive Tendering Certificate for Paper-based Tendering (see Paragraph 29.2 of the Terms of Tender). |
| <input type="checkbox"/> | (f) A certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be). |
| <input type="checkbox"/> | (g) All other documents required in the Information Schedule. |
| <input type="checkbox"/> | (h) The Appendix to the Terms of Tender. |

Interpretation (Supplement)

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-2 (January 2022).

Part A - The following definition shall replace the original definitions appearing in the Interpretation Section of the Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)):

Terms	Definitions
“Completeness Check Schedule”	means Schedule 6 (Completeness Check Schedule).
“Information Schedule”	means Schedule 4 (Information Schedule).
“Price Schedule”	means Schedule 1 (Price Schedule).
“Schedules”	means Schedule 1 (Price Schedule), Schedule 2 (List of Vehicles Offered), Schedule 3 (Compliance Schedule), Schedule 4 (Information Schedule), Schedule 5 (Non-collusive Tendering Certificate) and Schedule 6 (Completeness Check Schedule), and any other schedule(s), referred to in Part 3B of, and in the respective forms attached to, the Tender Form.
“Services”	means all the services, works, duties and obligations to be carried out by the Contractor pursuant to the provision of this Contract.
“Tender Documents”	shall still have the same definition given in the Interpretation but the documents referred to in part (i) of the definition shall include the documents specified below: (a) Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender (Supplement) and its Attachment ; (b) Annex B (Reply Slip for Tender Briefing Session) to the Terms of Tender (Supplement); (c) Annexes A and B to the Service Specifications; (d) Appendices A and B to the Service Specifications; (e) Schedule 2 (List of Vehicles Offered); and (f) Schedule 3 (Compliance Schedule).

Part B - The following new definitions shall add to the definitions appearing in the Interpretation Section of the Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)):

Terms	Definitions
“Accepted Innovative Suggestion”	means an Innovative Suggestion and its specifications as accepted by the Government, subject to the results of negotiations, if any, between the Tenderer and the Government.

“Backup Vehicles” (in upper or lower case)	means the Vehicles offered for backup purposes in Tables A2, B2 and/or C2 of Schedule 2 (List of Vehicles Offered).
“Bus Attendants” (in upper or lower case)	means the bus attendants in the minimum number as specified in Schedule 2 (List of Vehicles Offered) for carrying out the Services.
“Conforming Vehicles”	means the vehicles that have met the essential requirements as specified in Paragraph 13 of the Terms of Tender (Supplement).
“Drivers” (in upper or lower case)	means the drivers in the minimum number as specified in Schedule 2 (List of Vehicles Offered) for carrying out the Services.
“Electric Vehicle” (in upper or lower case) or “EV”	means a vehicle that shall be a factory made plug-in battery powered vehicle which is solely propelled by electric motors(s), and has zero tailpipe emission. All power shall be derived from an on-board rechargeable batteries/battery packs.
“Emission Compliant Vehicles”	has the meaning given to the term in Item (b)(ii) of Annex A to the Service Specifications.
“EMSD”	means the Electrical and Mechanical Services Department of the Government.
“group of companies”	has the meaning given to the term in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) which shall apply regardless of the place of incorporation of any member to such group including the Tenderer.
“Innovative Suggestion”	means the innovative suggestion(s) proposed by the Tenderer in its Tender to be assessed under assessment criterion (A6) of Stage III of Marking Scheme.
“Marking Scheme”	means Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender (Supplement) together with its Attachment.
“Monthly Service Price”	means the amount to be calculated in accordance with paragraph (c) of Part A of Schedule 1 (Price Schedule).
“On-demand Services”	means the services listed in Clause 4.2.1(2a) to (3e) of the Service Specifications or alternatively listed in paragraphs (b)(i) to (v) of Part A of Schedule 1 (Price Schedule) (which is the same list).
“On-demand Vehicles” (in upper or lower case)	means the Vehicles offered in Tables D1, D2 and/or D3 of Schedule 2 (List of Vehicles Offered).

“Price Proposal”	means one of the two parts of the Tender to be submitted comprising all of the items specified in Paragraph 7(a)(ii) of the Terms of Tender (Supplement).
“Regular Services”	means all Services other than the On-demand Services including without limitation the services listed in Clause 4.2.1(1) of the Service Specifications.
“Technical Proposal”	means one of the two parts of the Tender to be submitted comprising all of the items specified in Paragraph 7(a)(i) of the Terms of Tender (Supplement).
“Vehicles” or “deployed vehicles”	means the vehicles of the Contractor as specified in Schedule 2 (List of Vehicles Offered) and any additional or replacement vehicles of the Contractor that are approved by the Government in advance for providing the Services.

Part C - The following interpretation principle shall apply in addition to those specified in Clause 1 of the Interpretation Section of the Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)):

Throughout the Contract, all references to the “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these respective documents as appearing in the Standard Terms and Conditions (Reference No. BD-TERMS-2 (January 2022)).

Terms of Tender (Supplement)

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-2 (January 2022).

1. **Subject of Tender Invitation**

[Paragraph 1.1 of the Terms of Tender shall be read subject to this Paragraph 1.]

Tenders are invited for the provision of transportation services for Quarantine Guests (as defined in the Service Specifications) of the Designated Quarantine Hotel Scheme as more particularly specified in the Service Specifications subject to and in accordance with the Tender Documents.

2. **Other Tender Documents**

[Paragraph 1.2 of the Terms of Tender shall be read subject to this Paragraph 2.]

Price Schedule, Information Schedule, Non-collusive Tendering Certificate and Completeness Check Schedule shall be renamed as “Schedule 1 (Price Schedule)”, “Schedule 4 (Information Schedule)”, “Schedule 5 (Non-collusive Tendering Certificate)” and “Schedule 6 (Completeness Check Schedule)” as part of the Tender Documents and every time they appear throughout the Tender Documents.

In addition to those Tender Documents as listed in the Tender Form, the additional Tender Documents are:

- (a) Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender (Supplement) and its Attachment, viz., the Marking Scheme;
- (b) Annex B (Reply Slip for Tender Briefing Session) to the Terms of Tender (Supplement);
- (c) Annexes A and B to the Service Specifications;
- (d) Appendices A and B to the Service Specifications;
- (e) Schedule 2 (List of Vehicles Offered); and
- (f) Schedule 3 (Compliance Schedule).

3. **Applicability of WTO GPA**

[Paragraphs 21 and 22 of the Terms of Tender shall be read subject to this Paragraph 3.]

This Invitation to Tender is covered by the WTO GPA.

4. **Partial Tender**

[Paragraph 3.1 of the Terms of Tender and all other provisions allowing for partial tender shall be read subject to this Paragraph 4.]

No partial tender is allowed. The Tenderer must bid for all Services (both the Regular Services and the On-demand Services) by submitting the price quotations for these Services

in Part A of Schedule 1 (Price Schedule) and submitting such number of Vehicles in Schedule 2 (List of Vehicles Offered) equal to or exceeding the minimum as stated in Annex B to the Service Specifications. Where a Tenderer fails to do so, its Tender will not be considered further.

5. **List of Additional Essential Documents and Items which must be Supplied by the Tenderer as part of its Tender Before the Tender Closing Time**

[Paragraph 3.3 of the Terms of Tender shall be read subject to this Paragraph 5.]

In addition to the items specified in Paragraphs 3.3(a) and (c) of the Terms of Tender, the following must be submitted before the Tender Closing Time and Paragraph 3.3(b) shall not apply:

- (a) the quotation of (i) one lump sum Monthly Rate for the Regular Services in paragraph (a) of Part A of Schedule 1 (Price Schedule); (ii) one common unit rate for the provision of the type of On-demand Services which is item (i) in paragraph (b) of Part A of Schedule 1 (Price Schedule); and (iii) one common unit rate for the provision of those types of On-demand Services which are items (ii) to (v) in paragraph (b) of Part A of Schedule 1 (Price Schedule); and
- (b) the Vehicle registration number of the Vehicles offered to fulfil the minimum requirements stated in Annex B to the Service Specifications for the Regular Services in column (4) of Tables A1, B1 and C1 of Schedule 2 (List of Vehicles Offered) must be submitted **before the Tender Closing Time** as part of the Tenderer's Tender.

6. **List of Documents and Items Which Must Be Supplied by the Tenderer as Part of Its Tender before the Tender Closing Time or Otherwise Upon Request by the Government After the Tender Closing Time (If Any Such Request is Made)**

[Paragraph 3.4 of the Terms of Tender shall be read subject to this Paragraph 6.]

The following shall be submitted by the Tenderer as part of its Tender before the Tender Closing Time or otherwise within the time specified upon request by the Government after the Tender Closing Time (if any such request is made) failing which the Tenderer's tender will not be considered further (Provided further for any missing items set out in Paragraph 6(a) or (b) below, the Tenderer will only be disqualified if the missing item relates to a Vehicle offered in Table A1, B1 or C1 of Schedule 2 (List of Vehicles Offered) and those Conforming Vehicles offered in any of these Tables with no missing items (if any) do not fulfil the minimum number requirements set out in Annex B to the Service Specifications):

- (a) For each of the Vehicles offered in any Table in Schedule 2 (List of Vehicles Offered) where the vehicle registration number has been provided in column (4): all information required in any Table of Schedule 2 (List of Vehicles Offered) other than (i) the information in column (4) ; and (ii) the information required in columns (7) to (9) for offered Vehicles in Tables C1, C2 and D3 which should be submitted under Paragraph 3.5 of the Terms of Tender;
- (b) For each of the Vehicles offered in any Table in Schedule 2 (List of Vehicles Offered) where the vehicle registration number has been provided in column (4): copies of (i)

all vehicle licences issued in the name of the Tenderer or, if applicable, those member(s) of the same group of companies to which the Tenderer belongs; (ii) vehicle passenger licences/hire car permits issued in the name of the Tenderer or, if applicable, those member(s) of the same group of companies to which the Tenderer belongs; (iii) Seat Belt Confirmation (as defined in note 3 at the end of Annex A to the Service Specifications) for each of the offered Vehicles listed in Schedule 2 (List of Vehicles Offered); and (iv) the confirmation document(s) issued by the member(s) of the same group of companies to which the Tenderer belongs that it/they will make available to the Tenderer the relevant Vehicle(s) for the performing Services under the Contract, if applicable. Each confirmation document shall be accompanied with documentary evidence to prove that the company is under the same group with the Tenderer, if applicable.

- (c) all information required in Schedule 3(Compliance Schedule);
- (d) all information as required in paragraphs 1 to 3 of Schedule 4 (Information Schedule) ;
- (e) Schedule 6 (Completeness Check Schedule);
- (f) a certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be) (see Paragraph 7.1(j) of the Terms of Tender);
- (g) the contact details of the Tenderer required in part (2) in the Appendix to the Terms of Tender (see Paragraph 14.1 of the Terms of Tender);
- (h) (Applicable to Paper-based Tendering only) the signed Schedule 5 (Non-collusive Tendering Certificate) (see Paragraph 29.2 of the Terms of Tender); and
- (g) in case the Information System as specified in Clause 4.3.8 under the Service Specifications is not to be developed by the Tenderer using its own in-house resources, the Tenderer shall provide supporting document(s) to prove that it has lined up an IT contractor to develop the Information System.

7. Two-envelope System

[Paragraph 3.7 of the Terms of Tender shall be read subject to this Paragraph 7.]

- (a) Pursuant to Paragraph 3.7 of the Terms of Tender, a Tenderer shall note that a two-envelope system is adopted in this Invitation to Tender. Regardless of whether Paper-based Tendering or Electronic Tendering is used, the Tenderer shall submit its

Tender in two (2) separate proposals, one as the Technical Proposal and another as the Price Proposal comprising the items as follows:

(i) Technical Proposal

This proposal shall contain:

(1) (applicable to Paper-based Tendering only) the duly signed Part 4 “Offer to be Bound” of the Tender Form complying with all requirements as set out in Paragraph 3.3(a)(i) of the Terms of Tender; or

(applicable to Electronic Tendering only) the box signifying the Tenderer’s agreement with Part 4 “Offer to be Bound” of the Tender Form must have been checked as stipulated in Paragraph 3.3(a)(ii) of the Terms of Tender;

(2) the information as required in Paragraph 5(b) above; and

(3) all information as specified in Paragraph 6 above (which is repeated in Part B of Schedule 6 (Completeness Check Schedule)); and

(4) all information required in Part C of Schedule 6 (Completeness Check Schedule).

(ii) Price Proposal

This proposal shall contain **Schedule 1 (Price Schedule)** including the price quotations as specified in Paragraph 5(a) above.

(b) Tender submission under two-envelope system

(i) Paper-based Tendering

If this method is used, the Technical Proposal and the Price Proposal shall be placed inside **two (2) separate envelopes** clearly marked as specified below respectively:

(1) “Technical Proposal (Tender Ref.: [FHB/F/10/3 (2)] – Tender for the Provision of Transportation Services for Quarantine Guests of the Designated Quarantine Hotel Scheme)”; and

(2) “Price Proposal (Tender Ref.: [FHB/F/10/3 (2)] – Tender for the Provision of Transportation Services for Quarantine Guests of the Designated Quarantine Hotel Scheme)”

The two (2) envelopes shall then be placed together inside one (1) large envelope, addressed, sealed and submitted as specified in Paragraph 3.11(a)(i) of the Terms of Tender.

(ii) Electronic Tendering

If this method is used, the Tenderer shall submit the Technical Proposal and the Price Proposal as **separate attachment files**, using the file names as set out under Paragraphs 7(b)(ii)(1) and (2) below, in accordance with the manner specified in Paragraphs 3.11(a)(ii) and 3.13 of the Terms of Tender:

- (1) Technical Proposal - A Tenderer may use “**technical.doc**” as file name or other file names except “envelope2.doc”; and
- (2) Price Proposal - the name of the file **must be “envelope2.doc”**.

8. Tender to Validity Period

[Paragraph 4.2 of the Terms of Tender shall be read subject to this Paragraph 8.]

- (a) The default Tender Validity Period after the Tender Closing Date specified in Paragraph 4.2 of the Terms of Tender shall not apply.
- (b) The Tender Validity Period shall be **180 days** after the Tender Closing Date.

9. The Subject Matters Covered by the Unit Price

[Paragraph 5.1 of the Terms of Tender shall be read subject to this Paragraph 9.]

- (a) The following shall be included and deemed to have been included in the Monthly Services Price in Part A of Schedule 1 (Price Schedule):

All costs including, without limitation, the provision of Vehicles with Drivers and Bus Attendants, air-conditioning, administration, licensing, vehicle maintenance, insurance, repair, fuel, toll charges for tunnels/bridges, parking fees, the cost for setting up and operating the service counter at the Hong Kong International Airport, the Information System, and all other costs to be incurred by the Contractor in performing the relevant Services. The Government shall not pay or be liable for any amount howsoever described for whatsoever described, apart from the Monthly Services Price as stipulated in Schedule 1 (Price Schedule) (except the weekly charge for setting up a service counter at the land border control point) to be separately quoted in paragraph (e) of Part A of Schedule 1 (Price Schedule) if such service counter is requested).

- (b) If a Tenderer quotes more than one rate for the Regular Services or more than one rate for any one type of On-demand Services, or imposes additional charges for providing the Services to any particular location, **its Tender will not be considered further**.

10. Permissible Currency

[Paragraphs 5.1 and 5.8 of the Terms of Tender shall be read subject to this Paragraph 10.]

- (a) Paragraph 5.8 of the Terms of Tender shall not apply.

- (b) There is no Permissible Currency for this Invitation to Tender. A Tenderer must quote the Monthly Rate and the unit rates in Hong Kong dollars only in Schedule 1 (Price Schedule). **A Tenderer's Tender submitted in a currency other than Hong Kong dollars in Schedule 1 (Price Schedule) will not be considered further.**

11. Statement of Compliance

[Paragraph 6 of the Terms of Tender shall be read subject to this Paragraph 11.]

- (a) The Tenderer shall confirm in **Schedule 3 (Compliance Schedule)** that the Services offered are in compliance with all requirements specified in the Service Specifications (including Annexes A and B to the Service Specifications) and all of which are essential requirements. If a Tenderer does not complete Schedule 3 (Compliance Schedule), subject to any clarification which may be made by the Government, it shall be deemed that the Tenderer confirms its compliance with all essential requirements specified in the Service Specifications including Annexes A and B.
- (b) **A Tenderer's Tender will not be considered further if the Tenderer expressly indicates non-compliance with any of the essential requirements of the Service Specifications including Annexes A and B, and provide details of such non-compliance in Paragraph (b) of Schedule 3 (Compliance Schedule), or the Government is not satisfied that the Tenderer is indeed in compliance with any of the essential requirements stated therein.** For this purpose, the completion of all the three (3) columns under the non-compliance statement in Schedule 3 (Compliance Schedule) in relation to such non-compliance shall be taken as such express indication. Any other indication which casts doubt on the true intention of the Tenderer may be further clarified.

12. Contact Person

To facilitate the arrangement of the physical examination as specified in Paragraph 22.1(a) of the Terms of Tender (Supplement), a Tenderer is required to indicate in Paragraph 3 of Schedule 4 (Information Schedule) the name and other details of the authorised contact person.

13. Assessment of Compliance with Essential Requirements

After making sure that the Tenderer has confirmed compliance with all essential requirements in the manner specified in Paragraph 11 of these Terms of Tender (Supplement), a Tender will be checked to ensure their compliance with the essential requirements as detailed in the Tender Documents, including the checking of the Vehicles offered in Schedule 2 (List of Vehicles Offered) to ensure compliance with the Service Specifications as follows, if and to the extent the information is available:

- (a) Part A – Preliminary Checking on Essential Requirements
- (i) The Vehicles offered by a Tenderer in Tables A1, B1 and C1 of Schedule 2 (List of Vehicles Offered) will be checked for compliance with the following requirements:

- (1) the requirements set out in Items (a), (b) (excluding the specifications which are stated as desirable) and (c) to (f) of Annex A to the Service Specifications based on the information available to the Government (including copies of vehicle licences and passenger service licences/hire car permits and Seat Belt Confirmations) but no physical inspection will be made. References to “Conforming Vehicles” shall mean Vehicles which have been checked to comply with the aforesaid essential requirements set out in Annex A to the Service Specifications based on the information available; and
 - (2) the Vehicles offered in Tables A1, B1 and C1 not having been offered as Backup Vehicles in Tables A2, B2 and/or C2 of Schedule 2 (List of Vehicles Offered), and for the On-demand Services in Tables D1 to D3 in the same Schedule 2 or vice versa by the same Tenderer.
- (ii) The number of Conforming Vehicles offered in Tables A1, B1 and C1 of Schedule 2 (List of Vehicles Offered) by a Tenderer, excluding those Vehicles failing to comply with the requirements in Paragraphs 13(a)(i)(1) and (2) above, shall be no less than the minimum number as specified in Annex B to the Service Specifications for the Regular Services, otherwise the Tenderer’s Tender will not be considered further.

14. Execution Plan

- (a) The Tenderer is required to incorporate the information outlined in the Marking Scheme into its proposed Vehicle Deployment Plan, Staff Management Plan, Customer Services Plan, Information System, Contingency Plans and the Innovative Suggestions in **Paragraphs 4 to 9 of Schedule 4 (Information Schedule)** (collectively, “Execution Plan”) **before the Tender Closing Time. Otherwise, no mark will be given under the Marking Scheme.** The Tenderer may also include other materials as appropriate to facilitate consideration of its Tender by the Government. All proposals submitted in the Execution Plan will form part of the tender to be evaluated by the Government according to Paragraph 20(c)(i) to (vi) below.
- (b) Without prejudice to any other provisions of these Terms of Tender (Supplement), if the Execution Plan including Innovative Suggestion(s) is/are accepted by the Government, it/they will be legally binding on the successful Tenderer and form part of the Contract.

15. Innovative Suggestions

- (a) A Tenderer shall propose its Innovative Suggestion(s) in **Table F under Paragraph 9 of Schedule 4 (Information Schedule)** as stipulated in Paragraph 20(c)(vi) of the Terms of Tender (Supplement) for the technical assessment under Stage III of Marking Scheme with its Tender **before the Tender Closing Time. Otherwise, no mark will be given.**

- (b) A Tenderer shall submit all relevant supporting documents or documentary evidence with its Tender to substantiate the effectiveness and practicability of its proposed Innovative Suggestion(s) **before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request at the Government's discretion.** Except for the factual supporting documents (e.g. test reports/certificates) existing as at the Tender Closing Date which may be provided upon the Government's written request, any other additional information not contained in the original tender submission but provided by the Tenderer after the Tender Closing Time will not be taken into account in the evaluation.
- (c) The Government may, at its absolute discretion, accept one or more of the Innovative Suggestion(s) submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestions shall form an integral part of the Contract.
- (d) The Government may accept the Innovative Suggestion(s) submitted by the successful Tenderer in its Tender, subject to the results of negotiations, if any, between the Tenderers and the Government.

16. Emission Level and Electric Vehicle

- (a) A Tenderer is encouraged to offer Electric Vehicles which have zero emission. The Tenderer should indicate in **the column named “Electric Vehicle” of Schedule 2 (List of Vehicles Offered)** whether the Vehicle(s) offered which are limousines is/are Electric Vehicles.
- (b) In Assessment Criterion (C3) under Stage III of the Marking Scheme, **marks will be given** if the Conforming Vehicles offered is/are Electric Vehicles or Emission Compliant Vehicles complying with the desirable emission level as set out in Item (b)(ii) of Annex A to the Service Specifications under the heading “Desirable Emission Level (desirable features)”.

17. Verification of the Submitted Information / Document

By submitting a Tender in response to this Invitation to Tender, the Tenderer authorises the Government to obtain from any person whose particulars are set out in the Tender submitted by the Tenderer, all information which the Government considers appropriate and relevant to the evaluation of the Tender including information to verify the legitimacy, completeness, authenticity and accuracy of any information or document submitted by the Tenderer. If any consent from any other person is required for the Government to obtain any of the aforesaid information or document, the Tenderer represents that such consent has been duly obtained.

18. Legal Opinion

[Paragraph 7.2 of the Terms of Tender shall be read subject to this Paragraph 18.]

The legal opinion as referred in Paragraph 7.2 of the Terms of Tender may not be required if the Tenderer has been awarded with a contract from FHB any time within twelve (12) months prior to this Invitation to Tender and that a legal opinion was provided for such contract.

19. Sub-contractors

[Paragraph 8 of the Terms of Tender shall be read subject to this Paragraph 19.]

Paragraph 8.1 to 8.4 of the Terms of Tender shall not apply. The Contractor cannot enter into any sub-contract with any person for the performance of all or any part of the Contract, unless directed by the Government Representative.

20. Marking Scheme and Tender Evaluation

[Paragraph 17.1 of the Terms of Tender shall be read subject to this Paragraph 20.]

- (a) There is a marking scheme for this Invitation to Tender and Paragraph 17.1(a) of the Terms of Tender shall not apply.
- (b) Without prejudice to other rights and powers of the Government not to consider a Tender under other applicable provision in the Tender Documents, the evaluation of a Tender will be conducted in accordance with the tender evaluation procedures, criteria and marking scheme as set out in the Marking Scheme and subject further to

Paragraphs 20(c) to (d) below.

(c) Technical Assessment

- (i) Assessment of the **Vehicle Deployment Plan** for Assessment Criterion (A1) under Stage III of the Marking Scheme will be based on the proposals provided by the Tenderer in **Paragraph 4 of Schedule 4 (Information Schedule)**. A Tenderer shall provide in Table A the details of the Vehicle Deployment Plan **before the Tender Closing Time**. **Otherwise, no mark will be given.**
- (ii) Assessment of the **Staff Management Plan** for Assessment Criterion (A2) under Stage III of the Marking Scheme will be based on the proposals provided by the Tenderer in **Paragraph 5 of Schedule 4 (Information Schedule)**. A Tenderer shall provide in Table B the details of the Staff Management Plan **before the Tender Closing Time**. **Otherwise, no mark will be given.**
- (iii) Assessment of the **Customer Services Plan** for Assessment Criterion (A3) under Stage III of the Marking Scheme will be based on the proposals provided by the Tenderer in **Paragraph 6 of Schedule 4 (Information Schedule)**. A Tenderer shall provide in Table C the details of the Customer Services Plan **before the Tender Closing Time**. **Otherwise, no mark will be given.**
- (iv) Assessment of the **Information System** for Assessment Criterion (A4) under Stage III of the Marking Scheme will be based on the proposals provided by the Tenderer in **Paragraph 7 of Schedule 4 (Information Schedule)**. A Tenderer shall provide in Table D the details of the Information System **before the Tender Closing Time**. **Otherwise, no mark will be given.**
- (v) Assessment of the **Contingency Plans** for Assessment Criterion (A5) under Stage III of the Marking Scheme will be based on the proposals provided by the Tenderer in **Paragraph 8 of Schedule 4 (Information Schedule)**. A Tenderer shall provide in Table E the details of the Contingency Plans **before the Tender Closing Time**. **Otherwise, no mark will be given.**
- (vi) Assessment of the **Innovative Suggestions** for Assessment Criterion (A6) under Stage III of Marking Scheme will be based on the proposals provided by the Tenderer in **Paragraph 9 of Schedule 4 (Information Schedule)**. A Tenderer shall provide in Table F the details of the Innovative Suggestions **before the Tender Closing Time**. **Otherwise, no mark will be given.**
- (vii) Assessment of the Years of Experience for Assessment Criterion (B1) under Stage III of Marking Scheme will be based on the information provided by the Tenderer in **Paragraph 10 of Schedule 4 (Information Schedule)**. A Tenderer shall provide in Table G the details of the Years of Experience **before the Tender Closing Time**. **Otherwise, no mark will be given.**
- (viii) Assessment of Backup Vehicles, On-demand Vehicles, and Emission Level

and Electric Vehicle for Assessment Criteria (C1), (C2) and (C3) under Stage III of Marking Scheme will be based on the information provided by the Tenderer in Schedule 2 (List of Vehicles Offered). Subject to paragraphs 6(a) and (b) of these Terms of Tender (Supplement) where request for certain missing information may be made, failure to provide the details of the Backup Vehicles in Tables A2, B2 and/or C2, or failure to provide the details of On-demand Vehicles in Tables D1, D2 and/or D3, **will result in no mark being given under Assessment Criterion (C1) or (C2) (where applicable)** under Stage III of the Marking Scheme for such Vehicles. Failure to provide details of Electric Vehicles in columns 7 to 9 in Tables C1, C2, and D3 of Schedule 2 (List of Vehicles Offered), and if the Vehicles offered in these Tables are not Emission Compliant Vehicles, such failure will result in no mark being given under Assessment Criterion (C3) under Stage III of the Marking Scheme.

(d) Price Assessment

For tender price comparison purposes, any prompt payment discount offered by the Tenderer in Part C of Schedule 1 (Price Schedule) will **not** be taken into consideration in the tender price assessment.

21. Scope of Tender for Evaluation

[Paragraphs 17.3 and 17.4 of the Terms of Tender shall be read subject to this Paragraph 21.]

- (a) Paragraph 17.3(b) of the Terms of Tender shall not apply.
- (b) A partial Tender is not allowed. Tenders will be considered on an overall basis.

22. Acceptance

[Paragraph 18 of the Terms of Tender shall be read subject to this Paragraph 22.]

22.1 The preferred Tenderer will receive a preliminary letter of acceptance together with conditions precedent (“Conditional Acceptance”). The conditions precedent will include, but not limit to, the following, all of which shall be fulfilled within seven days from the date of the Conditions Acceptance or such longer time as the Government may allow:

- (a) satisfactory completion of a physical examination by the Government of the Vehicles listed in Schedule 2 (List of Vehicles Offered) to check that each of the Vehicles offered are in compliance with all requirements set out in the Service Specifications including Annexes A and B;
- (b) the provision of all renewed Vehicle licences and renewed passenger service licences/hire car permits for all Vehicles listed in Schedule 2 (List of Vehicles Offered) which original expiry dates are before the proposed date of commencement of the Contract;
- (c) copies of the insurance policies required in Paragraph 16(b) of the Special Conditions of Contract for each of the Vehicles listed in Schedule 2 (List of Vehicles Offered); and

(d) such other conditions precedent as the Government may specified in the Conditional Acceptance and to be fulfilled by the deadline as specified therein.

22.2 Should all the conditions precedent set out in the Conditional Acceptance cannot be fulfilled by the deadline as mentioned in Paragraph 22.1 above, the Conditional Acceptance shall lapse and be of no effect and the Government shall be at liberty to award the Contract to another Tenderer.

22.3 It is only if the Tenderer has fulfilled all of the conditions specified in the Conditional Acceptance by the deadline as mentioned in Paragraph 22.1 above that the Tender Acceptance will be issued to the Tenderer under Paragraph 18.1 of the Terms of Tender which should also specify the commencement date of the Contract Period.

23. Cost of Tender

[Paragraph 25 of the Terms of Tender shall be read subject to this Paragraph 23.]

A Tenderer shall submit its Tender at its own cost and expense. The Government shall not be liable for any costs and expenses whatsoever incurred by the Tenderer in connection with the Tenderer's submission of its Tender, including without limitation all costs relating to (a) preparation or submission of its Tender; (b) the physical examination or inspection of the proposed Vehicles; and (c) communication or negotiation with the Government, whether before or after the Tender Closing Time.

24. Tender Briefing Session

(a) A tender briefing session will be held at 1000 hours on 15 June 2022 via online platforms (Zoom). Although attendance at the tender briefing session is not compulsory, prospective Tenderers are encouraged to participate. A prospective Tenderer who wishes to attend the briefing session is requested to complete the reply slip at Annex B (Reply Slip for Tender Briefing Session) to the Terms of Tender (Supplement) and fax it to FHB (Attn.: SEO(DQHS) on (852) 2136 3282 by 12:00 noon on 14 June 2022. The number of representatives of each Tenderer is limited to two (2) persons. Confirmation of registration will be issued to the Tenderer upon receipt of a signed reply slip. Late registration may NOT be accepted.

(b) Questions for clarification at the tender briefing session may be submitted in writing to FHB (Attn.: SEO(DQHS) by fax on (852) 2136 3282 by 12:00 noon on 14 June 2022.

(c) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government is/are in force for any duration at or after 0700 hours on 15 June 2022, the tender briefing scheduled for that day will be cancelled and the Government will notify prospective Tenderers who have submitted the reply slip the arrangement of the rescheduled tender briefing.

(d) The schedule of the tender briefing session is subject to change at the sole discretion of the Government.

25. Tenderer's Enquiries

[Paragraphs 13 and 14.1 of the Terms of Tender shall be read to this Paragraph 25.]

- (a) Notwithstanding anything in the Terms of Tender, any enquiries from a prospective Tenderer concerning this Tender Documents up to the date of the Tenderer lodging its Tender with the Government shall be made in writing to the FHB (Attn.: SEO(DQHS)) no later than three (3) working days before the Tender Closing Date in one of the following ways:
- (i) by facsimile on (852) 2136 3282; or
 - (ii) by mail to Room 1715, 17/F, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong.

Tender Ref.: FHB/F/10/3 (2)

APPENDIX TO THE TERMS OF TENDER (Supplement) – Contact Details

(To be completed and returned together with the tender submission)

Contact details of:

All correspondence with the Government or Government Representative relating to matters concerning the Contract from the Contractor shall be addressed to contact at (1) provided that

- (a) all enquiries concerning the Service Specifications or other technical aspects of the Services to be lodged by a potential Tenderer; and
- (b) all correspondence and notices concerning the Order and inspection of the Services.

(1) the Government (Procuring Department): Food and Health Bureau

Address: Room 1715, 17/F, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong

Attn: SEO(DQHS)

Facsimile Number: (852) 2136 3282

Email Address: designatedhotel@fhb.gov.hk

(2) the Tenderer/Contractor:

Address:

Attn:

Telephone Number:

Facsimile Number:

Email Address:

Tender Ref.: FHB/F/10/3 (2)

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

**Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme)
to the Terms of Tender (Supplement)**

1. A two-envelope approach with a technical to price weighing of **70 : 30** will be adopted for tender evaluation whereby price assessment will be conducted separately and subsequent to technical assessment.
2. For tender evaluation, an assessment panel will be formed. Without prejudice to the other provisions in the Tender Documents, under which a Tender may not be considered further, the assessment panel will evaluate the tenders based on the tender requirement in five stages, as set out below.

Stage I – Completeness Check

3. In relation to each Item, Tenders will be checked to ensure the completeness of the tender submissions as measured against the listed items as set out in Paragraph 3.3(a) and (c) of the Terms of Tender (BD-TERMS-2) (January 2022) and Paragraphs 5 and 6 of the Terms of Tender (Supplement) (Except Schedule 1 (Price Schedule) which will be checked in Stage IV). A Tenderer who fails to submit any of these listed items before the Tender Closing Time (or in the case of those items listed in Paragraph 6 of the Terms of Tender (Supplement) upon any subsequent request which may be made (if any)) will lead to its Tender **not** being considered further. Provided further for any missing items set out in Paragraph 6(a) or (b) of the Terms of Tender (Supplement), the Tenderer will only be disqualified if (a) the missing item relates to a Vehicle offered in Table A1, B1 or C1 of Schedule 2 (List of Vehicles Offered); and (b) other Conforming Vehicles offered in these Tables (if any) are not sufficient to comply with the minimum number for these Vehicles for the Regular Services as stated in Annex B to the Service Specifications .
4. Tenders for an Item which have passed Stage I assessment will proceed to Stage II assessment.

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Stage II – Assessment of Compliance with Essential Requirements

5. Tenders which have passed Stage I assessment will be checked to ensure their compliance with the essential requirements in the manner specified in Paragraphs 11 and 13(a) of the Terms of Tender (Supplement). A Tender which fails to meet any of the essential requirements will **not** be considered further. Tenders which have passed this Stage II assessment will proceed to Stage III assessment.

Stage III – Technical Assessment

6. Tenders which have passed Stages I and II assessment will be further evaluated on their Technical Proposals according to the Assessment Criteria and Marking Guidelines in the Attachment to this Annex A. There is no passing mark for this Stage.
7. A maximum weighted technical score of **70** will be allocated to the Tender achieving the highest overall technical mark and the weighted technical scores of the Technical Proposals of other Tenders which have passed Stages I to II assessment will be calculated in accordance with the following formula:

$$\begin{array}{l} \text{Weighted} \\ \text{Technical Score} \\ \text{of a Tender} \end{array} = 70 \times \frac{\text{Overall technical mark of the Tender}}{\text{Highest overall technical mark among Tenders} \\ \text{that have passed Stages I and II assessment}}$$

Stage IV – Price Assessment

8. (a) The Price Proposals for the Tenders which have passed Stages I and II assessment and completed Stage III assessment will be assessed.
(b) The price assessment will be based on the Total Estimated Services Price in Schedule 1 (Price Schedule).
9. The Price Proposals of the Tenders which have passed Stages I and II assessment and completed Stage III assessment will be evaluated based on the Total Estimated Services Price in Schedule 1 (Price Schedule). If the Price Proposals of a Tender is incomplete (viz., the price quotations specified in Paragraph 5(a) of the Terms of Tender (Supplement)), the Tender will not be considered further. A maximum weighted price score of **30** will be allocated to the Price Proposal with the lowest

Tender Ref.: FHB/F/10/3 (2)

Total Estimated Services Price for that Item and the weighted price scores of the Price Proposal of other Tenders which have passed Stages I and II assessment and completed Stage III assessment will be calculated in accordance with the following formula:

$$\text{Weighted Price Score of a Tender} = 30 \times \frac{\text{Lowest Total Estimated Services Price among Tenders that have passed Stages I and II assessment}}{\text{Total Estimated Services Price of the Tender being assessed}}$$

Stage V – Calculation of Combined Score

10. The combined score of each of the Tender proposals that have completed Stages III and IV assessment will be calculated as follows:

$$\text{Combined Score of a Tender} = \text{Weighted Technical Score of the Tender} + \text{Weighted Price Score of the Tenderer}$$

Note: All figures of the technical marks, weighted technical scores, weighted price scores and combined scores in Stages III to V assessment will be rounded to the nearest two (2) decimal places. Figures with the values at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the values at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the values at the second decimal place.

11. Normally, the tender with the highest combined score, will be recommended for acceptance subject to the requirement that the Government is satisfied that the recommended tenders is fully (including technically, commercially and financially) capable of undertaking the Contract, and that the recommended tender is the most advantageous to the Government in accordance with the tender provisions. If two or more tenders obtain the same highest combined score, the tender which obtains the highest weighted technical score will be recommended for acceptance.

Attachment to the Annex A

**Assessment Criteria and Marking Guidelines for the Technical Proposal
(each of the plans mentioned in Assessment Criteria (A1) to (A5)
is a “proposed plan”)**

	Assessment Criteria	Maximum Mark
(A) Execution Plan		
(A1)	Vehicle Deployment Plan	20
(A2)	Staff Management Plan	12
(A3)	Customer Services Plan	12
(A4)	Information System	12
(A5)	Contingency Plans	8
(A6)	Innovative Suggestions	16
Sub-total for (A)		80
(B) Experience, Certification and Qualifications		
(B1)	Years of Experience in operating similar transportation services	10
Sub-total for (B)		10
(C) Other Specific Criteria		
(C1)	Backup Vehicles	4
(C2)	On-demand Vehicles	4
(C3)	Emission Level and Electric Vehicle	2
Sub-total for (C)		10
Total Technical Mark		100

Assessment Criteria	Maximum Marks out of 100 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
A. Execution Plan	80	
1. Vehicle Deployment Plan		
<p>The Vehicle Deployment Plan shall cover the following three (3) types of Proposals (collectively “Proposals” and each a “Proposal”):</p> <ul style="list-style-type: none"> ● Design of routes for providing the Regular Services ● Vehicle mobilization plans for <u>Regular Services</u>, taking into account the infection control requirements and contingency plans ● Vehicle mobilization plans for <u>On-demand Services</u>, taking into account the infection control requirements and contingency plans 	20	<p>Marks will be given according to the scale as follows:</p> <p>20 marks – The proposed plan is effective and practical with detailed information on all three Proposals as required.</p> <p>15 marks – The proposed plan is effective and practical with detailed information on any two of the three Proposals as required.</p> <p>10 marks – The proposed plan is effective and practical with detailed information on any one of the three Proposals as required.</p> <p>5 marks – The proposed plan is effective and practical with brief information on all three Proposals as required.</p> <p>0 mark – The proposed plan is not practical or not effective, or fails to provide information on any of the required Proposals.</p>
2. Staff Management Plan		
<p>The Staff Management Plan shall cover the following three (3) types of Proposals (collectively “Proposals” and each a “Proposal”):</p> <ul style="list-style-type: none"> ● Organisation chart showing the proposed workforce, including off-site management and on-site staff to be deployed to this Contract, the experience and qualification of senior management, the chain of command between the management and other grades of staff; ● Staff mobilization plans for Regular Services and On-demand Services, taking into account the infection control 	12	<p>Marks will be given according to the scale as follows:</p> <p>12 marks – The proposed plan is effective and practical with detailed information on all three Proposals as required.</p> <p>9 marks – The proposed plan is effective and practical with detailed information on any two of the three Proposals as required.</p> <p>6 marks – The proposed plan is effective and practical with detailed information on any one of the three Proposals as required.</p> <p>3 marks – The proposed plan is effective and practical with brief information on all three Proposals as required.</p> <p>0 mark – The proposed plan is not practical or not effective, or fails to provide information on any of the required Proposals.</p>

Assessment Criteria	Maximum Marks out of 100 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
<p>requirements and contingency plans</p> <ul style="list-style-type: none"> Quality assurance plan to ensure and monitor staff discipline and quality of services 		
3. Customer Services Plan		
<p>The Customer Services Plan shall cover the following three (3) types of Proposals (collectively “Proposals” and each a “Proposal”):</p> <ul style="list-style-type: none"> Procedures for handling booking requests, enquiries and complaints Management of physical counters, on-site logistical arrangement (e.g. assignment of passengers to vehicles) and crowd control Quality assurance plan to ensure the passengers are boarding the right vehicle and getting off at the right destination, together with their baggage 	12	<p>Marks will be given according to the scale as follows:</p> <p>12 marks – The proposed plan is effective and practical with detailed information on all three Proposals as required.</p> <p>9 marks – The proposed plan is effective and practical with detailed information on any two of the three Proposals as required.</p> <p>6 marks – The proposed plan is effective and practical with detailed information on any one of the three Proposals as required.</p> <p>3 marks – The proposed plan is effective and practical with brief information on all three Proposals as required.</p> <p>0 mark – The proposed plan is not practical or not effective, or fails to provide information on any of the required Proposals.</p>
4. Information System		
<p>Design and implementation of the Information System exceeding the requirements specified in Clause 4.3.8 under the Service Specifications. The Information System shall cover the following four (4) types of Proposals (collectively “Proposals” and each a “Proposal”):</p> <ul style="list-style-type: none"> Proposed design of the Information System to demonstrate system compatibility and flexibility to facilitate communication 	12	<p>Marks will be given according to the scale as follows:</p> <p>12 marks – The proposed Information System is effective and practical with detailed information on all four Proposals as required.</p> <p>9 marks – The proposed Information System is effective and practical with detailed information on any three of the four Proposals as required.</p> <p>6 marks – The proposed Information System is effective and practical with detailed information on any two of the four</p>

Assessment Criteria	Maximum Marks out of 100 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
<p>among different parties concerned</p> <ul style="list-style-type: none"> ● Proposed design of the Information System to demonstrate effectiveness for ensuring data accuracy ● Quality assurance plan to ensure system security for data protection ● Proposed design of the Information System to demonstrate effectiveness of automated tools to ensure the speedy transmission of data 		<p>Proposals as required.</p> <p>3 marks – The proposed Information System is effective and practical with detailed information on any one of the four Proposals as required.</p> <p>0 mark – The proposed Information System is not practical or not effective, or fails to provide information on any of the required Proposals.</p>
5. Contingency Plans		
<p>Tenderers are encouraged to propose effective and practicable contingency plans exceeding the requirements specified in Clause 4.6.1 of the Service Specifications which shall cover the following proposals:</p> <ul style="list-style-type: none"> ● Proposal for handling sudden influx of Quarantine Guests as mentioned in Clause 4.6.1(a) and (b) under the Service Specifications ● Proposal for dealing with disruption of services due to unavailability of assigned vehicles and staff 	8	<p>Marks will be given according to the scale as follows:</p> <p>8 marks – The proposed plans are effective and practical with detailed information on all two Proposals as required.</p> <p>5 marks – The proposed plans are effective and practical with detailed information on one of the two Proposals as required.</p> <p>2 marks – The proposed plans are effective and practical with brief information on all two Proposals as required.</p> <p>0 mark – The proposed plan is not practical or not effective, or fails to provide information on any of the required Proposals.</p>
6. Innovative Suggestions		
<p>Tenderers are encouraged to propose effective and practicable Innovative Suggestions for enhancing the quality, effectiveness and efficiency in delivery of services as compared with how the services are delivered under the existing contract or the conventional mode</p>	16	<p>Marks will be given according to the scale as follows:</p> <p>16 marks – Five (5) or more practicable effective and practicable innovation suggestion is proposed.</p> <p>13 marks – Four (4) practicable effective and practicable innovation suggestion is proposed.</p>

Assessment Criteria	Maximum Marks out of 100 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
<p>of services delivery adopted by the Government in general, covering the following aspects:</p> <ul style="list-style-type: none"> ● Vehicle Deployment Plan; ● Staff Management Plan; ● Customer Services Plan; ● Information System; and ● Infection control and compliance. ^{Note (1)} 		<p>10 marks – Three (3) practicable effective and practicable innovation suggestion is proposed.</p> <p>7 marks – Two (2) practicable effective and practicable innovation suggestion is proposed.</p> <p>4 marks – One (1) practicable effective and practicable innovation suggestion is proposed.</p> <p>0 mark – No practicable innovation suggestion is proposed.</p>
B. Experience, Certification and Qualifications	10	
1. Years of Experience		
<p>Aggregate number of years of experience in providing transportation services by deploying vehicles with passenger capacity no less than 24 in the past twenty (20) years immediately preceding to the original Tender Closing Date ^{Note (2)}</p>	10	<p>Marks will be given according to the scale as follows:</p> <p>10 marks – An aggregate of twenty (20) years' experience or more.</p> <p>8 marks – An aggregate of fifteen (15) years' experience or more but less than twenty (20) years.</p> <p>6 marks – An aggregate of ten (10) years' experience or more but less than fifteen (15) years.</p> <p>4 mark – An aggregate of five (5) years' experience or more but less than ten (10) years.</p> <p>2 marks – An aggregate of two (2) years' experience or more but less than five (5) years.</p> <p>0 mark – An aggregate of less than two (2) years' experience, <u>or</u> failing to produce documentary proof to support its claim of experience.</p>
C. Other Specific Criteria	10	
1. Backup Vehicles		
<p>Number of offered Vehicles exceeding the minimum number of Vehicles required under this Contract in Tables A2, B2 and C2 of Schedule 2 (List of Vehicles Offered) (“Backup Vehicles”)</p>	4	<p>Assessment will be made based on the percentage of the number of offered Backup Vehicles out of the total number of the offered Vehicles in Tables A1 and A2, B1 and B2, C1 and C2 of Schedule 2 (List of Offered Vehicles) (“total number of offered Vehicles(1)”), which shall be calculated as follows:</p>

Assessment Criteria	Maximum Marks out of 100 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
		$\left(\frac{\text{Number of offered Backup Vehicles}}{\text{Total number of offered Vehicles (1)}} \right) \times 100\%$ <p>Marks will be given based on the result of the calculation above and in accordance with following:</p> <p>4 marks – 25% or more 3 marks – 20% or more but less than 25% 2 marks – 15% or more but less than 20% 1 mark – 10% or more but less than 15% 0 mark – Less than 10%</p>
2. On-demand Vehicles		
Number of offered Vehicles for the On-demand Services in Tables D1, D2 and D3 of Schedule 2 (List of Vehicles Offered) (“On-demand Vehicles”)	4	<p>Assessment will be made based on the percentage of the number of offered On-demand Vehicles out of the total number of the offered Vehicles in Tables A1 and A2, B1 and B2, C1 and C2 and D1 to D3 of Schedule 2 (List of Offered Vehicles) (“total number of offered Vehicles(2)”), which shall be calculated as follows:</p> $\left(\frac{\text{Number of offered On-demand Vehicles}}{\text{Total number of offered Vehicles(2)}} \right) \times 100\%$ <p>Marks will be given based on the result of the calculation above and in accordance with following:</p> <p>4 marks – 25% or more 3 marks – 20% or more but less than 25% 2 marks – 15% or more but less than 20% 1 mark – 10% or more but less than 15% 0 mark – Less than 10%</p>
3. Emission Level and Electric Vehicle (EV)		
Number of EVs and/or other Emission Compliant Vehicles meeting the desirable specifications on emission level as specified in Item (b)(ii) of Annex A to the Service Specifications offered in Tables C1, C2 and D3 of Schedule 2 (List of Vehicles Offered)	2	<p>Marks will be given in accordance with following:</p> $\frac{\left(\text{Number of offered EVs} \right) + \left(\frac{\text{Number of other offered Emission Compliant Vehicles meeting the desirable specifications on emission level}}{\text{Total number of offered Vehicles in Tables C1, C2 and D3 of Schedule 2}} \times 0.9 \right)}{\text{Total number of offered Vehicles in Tables C1, C2 and D3 of Schedule 2}} \times 2$

Notes:

- (1) For assessment related to Innovative Suggestions, please note:
- Marks will not be given to any innovative suggestion which a Tenderer will neither be capable of nor responsible for implementation.
 - Each innovative suggestion will be counted once, irrespective of the number of benefits/positive values involved.

- (c) Tenderers shall highlight the proposed innovative suggestions and explain clearly with sufficient details on what benefits/positive values to which their proposed innovative suggestions can bring about as well as how they are to be implemented in their submissions to facilitate tender evaluation.
- (d) The proposed Innovative Suggestions shall be directly related to enhancing the quality assurance of the offered Services or the environmental friendliness of the offered Services. Any proposed Innovative Suggestion which relates to aspects that have already required in the Service Specifications or other parts of the Contract; or has already scored marks in assessment criteria (A1) to (A5) or (C1) to (C3) will not be considered under this assessment criterion (A6).
- (e) Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the innovative suggestions. Marks will not be given if the Tenderer only proposes a concept without sufficient details. The information that shall be provided by the Tenderer includes the following –
- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc.: scope of the services involved, details on how to implement, specifications, catalogues, product brochure, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
 - if the suggestion is concerned with a kind of measure, service, scheme and activity, etc. : the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and
 - if the suggestion is related to manpower: the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate.
- (f) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All proposed innovative suggestions will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the Tender Assessment Panel (TAP) to have a better understanding of the innovative suggestions proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- (g) All practicable innovative suggestions accepted by the Government shall form part of the Agreement.
- (2) For assessment related to Years of Experience, please note:
- (a) A Tenderer shall submit documentary evidence (e.g. a copy of agreement) to substantiate its claim of the experience. Experience not substantiated will not be taken into account.
- (b) Only local experience will be counted.
- (c) The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered under the same name of the Tenderer. For the avoidance of doubt, a Tenderer’s experience gained in its capacity as a sub-contractor or the experience of a parent company or its sister company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of “parent company” and “subsidiary” follow the meanings under the Companies Ordinance (Cap. 622).
- (d) If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual experience of the participants to the partnership, will be counted.
- (e) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, “an aggregate of two (2) years’ experience” is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience.
- (f) It is not necessary for a Tenderer to have continuous experience in providing transportation services by deploying vehicles with passenger capacity no less than 24 with presence of bus attendant in the cabinet in the past twenty (20)-year period immediately preceding the original Tender Closing Date.

ANNEX B – REPLY SLIP FOR TENDER BRIEFING SESSION

To : Food and Health Bureau
Food Branch
Room 1715, 17/F, East Wing, Central Government Offices
2 Tim Mei Avenue, Tamar, Hong Kong

Attn.: SEO(DQHS)
Email: designatedhotel@fhb.gov.hk
Fax No.: (852) 2136 3282

Tender Ref.: FHB/F/10/3 (2)
Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme

I/We would like to attend the briefing session to be held **at 1000 hours on 15 June 2022** via online platform - ZOOM.

Full name of Representative(s)	Post Title
Mr/Mrs/Ms/Miss _____	_____
Mr/Mrs/Ms/Miss _____	_____
Name of Company: _____	
Signature of Authorised Person: _____	
Full name of Authorised Person: (in block letters): _____	
Post Title of Authorised Person: _____	
Telephone No.: _____ Fax No.: _____	
Mobile Phone No.: _____ Email : _____	

Notes:

- Each prospective Tenderer can register no more than two (2) representatives for the tender briefing session.
- Please register by 12:00 noon on 14 June 2022. Late registration may **not** be accepted.

Special Conditions of Contract

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-2 (January 2022).

1. Contract Period

[Clauses 1 and 2.2 of the General Conditions of Contract shall be read subject to this Clause 1.]

- (a) Subject to any provisions for earlier termination or extension of the Contract, the Contract Period shall be a period of 125 days with effect from 29 August 2022 or from the date to be specified in the Tender Acceptance, whichever is the later. For this purpose, one month of the Contract Period shall be 30 days and the Monthly Rate for the Regular Services shall be per 30 days.
- (b) The Government shall have the option to extend the Contract Period for additional period(s) of not more than 125 days in aggregate. The Government shall be entitled to exercise such option, more than once, by not less than 14 days’ prior written notice to the Contractor specifying in such notice the period of extension whereupon the Contract Period shall be deemed to be so extended and shall continue on the same terms and conditions.

2. Contractor’s Acknowledgement

[Clause 3 shall be further supplemented by, and Clause 7 of the General Conditions of Contract shall be read subject to, this Clause 2.]

The Contractor acknowledges that:

- (a) the Regular Services must be performed without the need for any order or demand throughout the Contract Period. It is the On-demand Services which shall only be provided on demand by the Government or an authorised agent of the Government in the manner mentioned in Clause 4.2.2 of the Service Specifications;
- (b) the estimated requirements specified for the On-demand Services in Schedule 1 (Price Schedule) are estimates given for the Contractor’s reference only and are not figures to which the Government binds itself to adhere. The actual requirements may vary depending on the actual needs of the Government in view of prevailing situation and the Contractor must be prepared to accept any increase or decrease of the stated estimates of On-demand Services;
- (c) the Government has no obligation to obtain all or any part of the On-demand services, whether exclusively or not, from the Contractor. The Government may obtain all or part of the On-demand Services through its own resources or from any other persons; and
- (d) the Total Estimated Services Price specified in the Memorandum of Acceptance of the Tender Form (G.F. 231) or the Tender Acceptance is only an estimation and is not an amount to which the Government binds itself to adhere.

3. Application Fee for Closed Road/Closed Area/Restricted Zone Entry Permits

[Clause 5 of the General Conditions of Contract shall be read subject to this Clause 3.]

- (a) In the event that the following fees are incurred in the course of providing Services, the Contractor shall be responsible for paying such fee in the first instance:
 - (i) application fee for closed road/closed area/restricted zone entry permits.
- (b) Such fee will be reimbursed to the Contractor at the time when payment of the Monthly Services Price is made in accordance with Clause 9 of these Special Conditions of Contract. The Contractor shall list out the following details in the invoice separately and shall submit the relevant documentary evidence to substantiate its claim for the reimbursement:
 - (i) contract number;
 - (ii) date/time when such fee was incurred;
 - (iii) details of entry permit(s) applied; and
 - (iv) amount involved.

4. Price Variation

[Clause 6 of the General Conditions of Contract shall be read subject to this Clause 4.]

All prices specified in the Price Schedule shall remain valid and fixed throughout the Contract Period.

5. Orders for Service

[Clause 7 of the General Conditions of Contract shall be read subject to this Clause 5 and Clause 2 above.]

The Regular Services must be performed without the need for any order or demand throughout the Contract Period. It is the On-demand Services which shall only be provided on demand by the Government or an authorised agent of the Government in the manner mentioned in Clause 4.2.2 of the Service Specifications.

6. Arrangement for Tropical Cyclone and Rainstorm Warning

The Contractor shall provide the Services under this Contract under all weather conditions in accordance with the relevant contingency plans submitted pursuant to Clause 4.6 of the Service Specifications, as well as the Government Representative's instructions. The Contractor shall also refer to Clause 16 below in relation to the insurance requirements.

7. Manning for Services

- (a) The Contractor shall appoint a project manager and a deputy within its organisation who will have the responsibility and commensurate authority for managing the overall progress of the Contract and to whom all questions regarding this Contract can be referred. The Contractor shall provide contact telephone numbers for the

Government Representative to contact the project manager and the deputy during and outside office hours.

- (b) The Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquiries raised by the Government Representative.
- (c) The Contractor shall, whenever the Government Representative so requires, attend meetings convened by the Government Representative and shall advise and assist the Government on all matters relating to the duties and obligations it has assumed under this Contract.

8. Inspection and Government's Direction

The Government Representative shall at any time and from time to time be entitled to inspect the Vehicles used in the provision of Services. The Government Representative may give such reasonable direction or instruction in respect of the Services to the Contractor who shall comply with the same.

9. Payment

[Clause 11 of the General Conditions of Contract shall be read subject to this Clause 9.]

- (a) Clauses 11.3 and 11.8 of the General Conditions of Contract shall not apply.
- (b) In consideration of the due and proper performance of the Services by the Contractor in accordance with this Contract, the Government shall pay the Contractor a Monthly Service Price per month of 30 days of the Contract Period in arrears to be calculated in accordance with paragraph (c) of Part A of Schedule 1 (Price Schedule).
- (c) The Contractor shall invoice the Government for the Monthly Service Price payable to the Contractor under Sub-clause (b) above on a monthly basis before the 15th day of each month following the month of 30 days when the Services rendered. All On-demand Services covered by the Invoice must be itemised and refer to the person which has ordered such Services (viz., whether Government Representative or an authorised agent of the Government as referred to in Clause 4.2.2 of the Service Specifications).
- (d) Payment to the Contractor will be made in Hong Kong dollars within 30 days from the date of acceptance of the Contractor's invoice. Payment will be made in an amount up to the nearest cent.

10. Legal Obligations

- (a) Any action taken by the Hong Kong Police Force in respect of violation of Road Traffic Regulations against the Driver(s) or Vehicle(s) as well as the construction, registration and licensing of Vehicles for hiring to the Government under the Contract will not in any way affect the Government, and shall be the sole responsibility of the Contractor. The Contractor shall provide another Vehicle to replace a Vehicle against which the Hong Kong Police Force is taking action immediately at no additional charges to the Government.

- (b) In the event of any accident, damage to property, or damage or injury of any description to any person or property arising out of the Contract due to any failure or defect of the Vehicles or negligence of the Driver(s), the Contractor shall be held responsible therefore and shall indemnify the Government from all claims on account thereof.
- (c) In case of accidents involving the Vehicles, the Contractor shall handle all legal proceedings at its own costs and expenses regarding any claims.

11. Contractor's Vehicles

- (a) The Contractor shall during the entire Contract Period provide and maintain at its own costs and expenses the Vehicles for the provision of Services.
- (b) In relation to the Regular Services, the Contractor shall provide the number of Vehicles offered as stipulated in Tables A1 , B1 and C1 of Schedule 2 (List of Vehicles Offered) designated for such Regular Services. In relation to the On-demand Services, the Contractor shall provide in Tables D1 to D3 of Schedule 2 (List of Vehicles Offered) the number of Vehicles required based on the estimated service requirement as stipulated in Annex B of Service Specifications for such On-demand Services. All Vehicles used for the performance of the Services shall be safe, of good working condition, properly maintained and in compliance with all requirements stipulated in the Service Specifications including those set out in Annexes A and B.
- (c) If the Government Representative is of the opinion that any of the Vehicles is inadequate or inefficient, or where the paintwork or finish of the Vehicles is defective, the Contractor shall forthwith repair, refurbish or replace such within a reasonable time to the satisfaction of the Government Representative. The Backup Vehicle as proposed in Table A2, B2 or C2 of Schedule 2 (List of Vehicles Offered) (if any) shall be deployed whilst the work is being done on the Vehicle whether for the Regular Services or the On-demand Services. If the Contractor has not proposed any Backup Vehicles in these Tables, but any Vehicle offered in Schedule 2 (List of Vehicles Offered) is out of order and is unable to provide the Services, the Contractor shall still have to procure a Backup Vehicle immediately to avoid any service disruption, failing which this will be treated as material breach of the Contract.
- (d) The Vehicles offered for Regular Services in Tables A1, B1 and C1 of Schedule 2 (List of Vehicles Offered), and On-demand Services in Tables D1 to D3 of Schedule 2 (List of Vehicles Offered) shall not be changed unless prior written approval has been given by the Government Representative. The Contractor may provide backup Vehicles specified in Tables A2, B2 and C2 of Schedule 2 (List of Vehicles Offered) for the Services after prior written approval has been given by the Government Representative.
- (e) The Contractor undertakes and warrants that all Vehicles used for the performance of the Services shall:

- (i) be registered with the Transport Department and issued with valid licences including vehicle licence and passenger service licence/hire car permit as specified in Annex A to the Service Specifications;
- (ii) conform in all manners to the prevailing Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), including Road Traffic (Construction and Maintenance Vehicles) Regulations (Chapter 374A of the Laws of Hong Kong), Road Traffic (Public Service Vehicles) Regulations (Chapter 374D of the Laws of Hong Kong), Road Traffic (Registration and Licensing of Vehicles) Regulations (Chapter 374E of the Laws of Hong Kong) and Road Traffic (Safety Equipment) Regulations (Chapter 374F of the Laws of Hong Kong) and shall be in a good state of repair and in roadworthy condition; and
- (iii) comply with the relevant legislations of Hong Kong regarding vehicle emission and noise control.

12. Attire of Contractor's Employees and Representatives

The Contractor shall ensure that, while performing the Services, all its employees, representatives and the Drivers wear tidy and clean clothes appropriate for the occasion. Any such clothing shall be provided, maintained and replaced as necessary by the Contractor at its own costs and expenses.

13. Replacement of Contractor's Employees, Agents, Drivers or Bus Attendants

- (a) The Government Representative shall be entitled to require the removal or replacement of any of the Contractor's employees, agents, the Drivers or the Bus Attendants in the provision of the Services, who, in the opinion of the Government Representative, is found to be incompetent or inattentive or has conducted himself improperly or is found to be inappropriate for performing the Services.
- (b) The Contractor shall replace any employee, agent, the Drivers or the Bus Attendants so removed as soon as possible by a competent substitute.
- (c) The Government shall in no circumstances be liable either to the Contractor or to its employees, agents, the Drivers or the Bus Attendants in respect of any liability, loss or damage occasioned by such removal.

14. Termination

[Clause 15 of the General Conditions of Contract shall be read subject to this Clause 14.]

- (a) One more ground of termination shall be added as a new Clause 15.1(k) to the General Conditions of Contract as follows:

the Government shall be entitled to terminate the Contract if the Contractor maintains or reduces its working force and/or vehicle fleet to a level which is in the opinion of the Government Representative, be inadequate to complete the Services in accordance with the Service Specifications, and fails or refuses to restore or increase sufficiently such working force and/or vehicle fleet when ordered to do so by the Government Representative.

- (b) A new Clause 15.5 of the General Conditions of Contract shall be added as follows with the original Clause 15.5 to be re-numbered as Clause 15.6:

The Government reserves the right to terminate the Contract by giving not less than fourteen (14) days' advance notice to the Contractor whereupon the Contract shall terminate upon expiry of such notice.

15. Termination consequences

[Clause 16 of the General Conditions of Contract shall be read subject to this Clause 15.]

The following additional consequences shall be added after Clause 16.1(g) of the General Conditions of Contract as new sub-clauses (h) and (i) of Clause 16.1:

- (h) Any Monthly Service Price for Services performed prior to the Termination under Clause 15.1 or Clause 15.2 of the General Conditions of Contract shall not be paid except to the extent the Government considers just and reasonable taking into account the ground leading to the Termination and whether the Contractor has duly and punctually performed the Services in relation to which such payment relates. In any event, the Monthly Rate shall be pro rata adjusted based on a daily rate which is the Monthly Rate divided by 30 ("Daily Rate"). Subject to the Government's consideration as aforesaid, any Monthly Rate to be included in the Service Price payable shall not exceed the Daily Rate multiplied by the number of accrued days of Services which remain unpaid prior to the Termination as mentioned in this sub-Clause.
- (i) Any Monthly Service Price for Services performed prior to the Termination under Clause 15.3 of the General Conditions of Contract or prior to the Termination under Clause 15.5 of the General Conditions of Contract (which Clause has been newly added by Clause 14(b) of these Special Conditions of Contract) which have not been paid shall only include the Monthly Rate be calculated on a pro rata basis, viz., the Daily Rate multiplied by the number of accrued days of Services which remain unpaid prior to the Termination as mentioned in this sub-Clause.

16. Insurance

[Clause 21 of the General Conditions of Contract shall be read subject to this Clause 16.]

- (a) The insurance policies specified in Clause 21.1.1 of the General Conditions of Contract shall not be required.
- (b) Without prejudice to the Contractor's liability to indemnify the Government and its obligations on the insurance issues under Clauses 14 and 21 of the General Conditions of Contract under BD-TERMS-2 (January 2022) respectively, reference to insurance policies required in Clause 21.1.2 of the General Conditions of Contract shall include the insurance policies to be taken out by the Contractor at its own cost and expense in accordance with Motor Vehicles Insurance (Third Party Risks) Ordinance (Chapter 272 of the Laws of Hong Kong) for all Vehicles.
- (c) The insurance policy shall be available for inspection by the Government throughout the Contract Period.

17. Process Agent

[Clause 22 of the General Conditions of Contract shall be read subject to this Clause 17.]

Clause 22 of the General Conditions of Contract shall be deleted in its entirety. The Contractor must have a place of business in Hong Kong with a business registration certificate issued under the Business Registration Ordinance (Cap. 310 of the Laws of Hong Kong).

18. Notice to be in English and Chinese

All notices displayed or circulated by the Contractor requiring its employees, Drivers or agents to comply with the rules and regulations of the Government or other competent authority shall be written in both English and Chinese.

19. Failure to deliver Accepted Innovative Suggestions

- (a) The Contractor warrants that it shall perform the Contract in full compliance with all Accepted Innovative Suggestions. In the event that the Contractor fails to deliver any of the Accepted Innovative Suggestions, the Contractor shall, subject to Sub-clauses (b) and (c) below, pay to the Government a sum of money calculated according to the following formula as liquidated damages for EACH of such Accepted Innovative Suggestions which it fails to deliver within 14 days after the end of the Contract Period (and which amount may be set off from the Monthly Service Price payable):

$$C \times W(T) \times \frac{M(IS)}{M(TP)} \times \frac{P}{CP}$$

where C = the Total Estimated Services Price

$W(T)$ = the weighting, expressed as a percentage, of the technical assessment in the overall marking scheme (i.e. 70%)

$M(IS)$ = the marks that would be given to one (1) Innovative Suggestion in accordance with the marking scheme (regardless of whether marks are actually given to the relevant Accepted Innovative Suggestion that the Contractor fails to deliver) (i.e. 4 marks)

$M(TP)$ = the maximum technical marks for the Technical Proposal in the marking scheme (i.e. 100 marks)

P = length of time expressed in number of days during which the Contractor fails to comply with the relevant Accepted Innovative Suggestion

CP = Contract Period expressed in number of days

The amount calculated in accordance with the above formula represents a reasonable

sum proportionate to the Government's legitimate interest in the enforcement of the relevant Accepted Innovative Suggestion.

- (b) For any given point of time within the Contract Period, the number of Accepted Innovative Suggestions which the Contractor fails to deliver and upon which liquidated damages are payable under Sub-clause (a) above shall not exceed the maximum number of Innovative Suggestions to which marks could be awarded to a tenderer in the tender evaluation process.
- (c) The aggregate amount of liquidated damages payable pursuant to Sub-clause (a) above may not exceed 15% of the Total Estimated Services Price.

20. Provision of Execution Plan

- (a) After the commencement of the Contract Period, and at any time thereafter, the Government Representative may review the proposed Vehicle Deployment Plan, Staff Management Plan, Customer Services Plan, Information System, Contingency Plans and the Innovative Suggestion(s) set out in Paragraphs 4 to 9 of Schedule 4 (the "Execution Plan"). Where the Government Representative finds on reasonable grounds that the Execution Plan should be revised, the Contractor shall, upon request by the Government Representative, introduce at no cost to the Government revised Execution Plan with such modifications to ensure provision of the Services to the satisfaction of the Government Representative. In such event, the Contractor shall submit the proposed plan to the Government Representative for approval. The Contractor shall not implement the revised Execution Plan unless and until they have obtained the Government Representative's approval to do so. Where the Government Representative has given approval for the revised Execution Plan, the Contractor shall implement the revised Execution Plan forthwith or on such date specified by the Government Representative. The Government Representative shall be entitled to vary the order, priority and time for carrying out the Services as the Government Representative may consider expedient as appropriate.
- (b) The Contractor shall carry out the Services in accordance with:
 - (i) the Service Specifications or as the Government Representative may direct from time to time as he considers expedient as appropriate; and
 - (ii) the Execution Plan, or the revised Execution Plan approved by the Government Representative. The Contractor shall not vary or amend the Execution Plan which is currently in force without the prior written approval of the Government Representative.
- (c) The Government Representative shall have the discretion to decide whether or not the Services provided by the Contractor have achieved a particular standard.

Provision of Transportation Services for Quarantine Guests of the Designated Quarantine Hotel Scheme

Service Specifications

1. Background

- 1.1 The Designated Quarantine Hotel Scheme, which has been fully implemented since 22 December 2020, mandates that all arrivals who have stayed in places outside Mainland China and Macao to undergo the compulsory quarantine at designated quarantine hotels. There are at present 65 designated quarantine hotels in the Scheme with the full list uploaded to the Scheme’s thematic website at <https://www.coronavirus.gov.hk/eng/designated-hotel-list.html>. The list will be reviewed and updated in view of prevailing situations (e.g. epidemic developments, number of arrivals, quarantine arrangements, etc.). Each hotel appearing on the prevailing list as shown in the above website as well as any hotel on any other list (identified having a service period which has already started during any time of the Contract Period) shall be a “Designated Quarantine Hotel”.
- 1.2 To minimize the contact between arrivals and the local community, all persons to be accommodated at Designated Quarantine Hotels should take the designated transport as arranged by the Government which is the services under this Contract. In this regard, eligible guests who will use the transportation services under this Contract, regardless of which border control point they arrive at, include –
- (i) By virtue of the applicable subsidiary legislation under the Prevention and Control of Disease Ordinance (Cap. 599) (“relevant Sub-leg”), persons who are required to be under compulsory quarantine because they have stayed in places outside Hong Kong; and
 - (ii) Persons who are exempted from compulsory quarantine while observing exemption conditions under medical surveillance as specified by the Chief Secretary for Administration which can be viewed from the following link:
<https://www.coronavirus.gov.hk/eng/exempted-persons-faq.html>.

The aforementioned persons are collectively referred as “Quarantine Guests” in upper or lower case in this Contract the scope of which may from time to time be revised by the Government under the framework of any applicable subsidiary legislation of the Prevention and Control of Disease Ordinance, Cap 599.

2. Arrangements during Epidemic

The Contractor shall comply with the instructions and directions given by the Government from time to time regarding the measures to be adopted to prevent and control the spread of COVID-19 and diseases of any kind and for other public health reasons. The Contractor shall cooperate, communicate and work in an efficient manner with other parties as may be designated by the Government adjust its work plans in order that suitable additional measures may be implemented promptly without undue delay whether during the period when an epidemic is anticipated, during the epidemic duration and the period after the epidemic.

3. Contract Period

The Contract Period of this Contract shall be a period of 125 days starting from 0:00 on 29 August 2022 (or such other date as specified in the Tender Acceptance) and ending at 23:59 on the last day of such 125-day period, subject to any early termination under any of the applicable provision of Clause 15 of the General Conditions of Contract or under Clause 14 of the Special Conditions of Contract. The Government reserves the right to review and revise the terms of these Service Specifications after consultation with the Contractor but without prejudice to the powers of the Government under Clause 2 above.

4. Essential Services

4.1 Preparatory work before commencement of the Contract Period

- 4.1.1 All the vehicles to be deployed (“deployed vehicles”) for the performance of this Contract shall comply with all requirements as set out in **Annex A** to this Service Specifications (except for those which are identified as desirable and the Contractor did not commit to comply during the tendering stage).
- 4.1.2 The Contractor has to ensure that all deployed vehicles are covered with all necessary insurance as required under the laws of Hong Kong for carrying out the Services.
- 4.1.3 The Contractor shall submit copies of vehicle registration licence documents and/or Hong Kong Identity Card of the Driver to the Government for making applications for closed road/closed area/restricted zone entry permits, etc. within two days after receiving such a request from the Government.
- 4.1.4 The Contractor shall be responsible for ensuring that the Drivers are familiar with the road network of Hong Kong, Kowloon and the New Territories and competent for providing the Services.
- 4.1.5 The Contractor is required to conduct site visits to every Designated Quarantine Hotel on the list and their vicinity with a view to understanding more about the road and traffic conditions thereby, which would affect the deployment of suitable vehicles and choice of drop-off points. The Contractor should seek endorsement from the Government Representatives on the vehicle deployment plan and choices of drop-off points before making any decision.

4.2 Provision of transportation services

- 4.2.1 The Contractor has to provide sufficient number of suitable **vehicles** and **manpower** and other necessary resources to ensure the effective delivery of the transportation services as listed below –

Transportation Services	Operating hours	Waiting time for each route
<i>Regular services</i>		
(1) From the Hong Kong International Airport (HKIA) to the Designated Quarantine Hotels with <u>at least eight routes</u> operating simultaneously on the Hong	Daily from 00:00 to 23:59 hours	The waiting time of boarding the

Transportation Services	Operating hours	Waiting time for each route
Kong Island and in Kowloon and the New Territories (for all three types of Vehicles as specified in Annex B to these Service Specifications shall be deployed for running these routes during the operating hours opposite). The completion of one route is one “journey”. The Government and the Contractor shall agree on the alignment of each of the eight routes from time to time so as to make sure that all Designated Quarantine Hotels will be covered by all eight routes.		vehicle for quarantine guests should not be more than 30 minutes.
<i>On-demand services</i>		
(2a) From HKIA to the Designated Quarantine Hotels (this On-demand Service may only be chargeable on any particular day if (a) 150 journeys of the Regular Services have been completed on that day (regardless of the type(s) of Vehicles deployed to reach this minimum number); and (b) this On-demand Service has been requested by the Government (“Conditions”)).	Daily from 00:00 to 23:59 hours	N/A
(2b) From one or more land border control point(s)* to the Designated Quarantine Hotels	Any time upon request	N/A
(2c) From specified places (other than HKIA)* to the Designated Quarantine Hotels		
(2d) From the Designated Quarantine Hotels to specific place*		
(2e) From HKIA to any specified places (other than the Designated Quarantine Hotels)*		

Regardless of which type of service it falls under, one journey of each of the above-mentioned routes must be completed within two hours except for unforeseeable reasons. One journey means the completion of any of the above-mentioned routes including the eight routes for the Regular Services.

- 4.2.2 The request for service items under the heading “On-demand services” in Clause 4.2.1 above may commence at any hour of a day, which includes normal working days, Saturday, Sunday and public holidays, upon the request of the Government Representative or bookings made by an authorised agent of the Government as mentioned in Clause 4.2.3 below.
- 4.2.3 For the service items under “on-demand services” in Clause 4.2.1 above, namely those marked with “*”, all of them except for Item (2a) may be initiated by authorised agents of the Government through booking with the Contractor direct. Under these scenarios, the Contractor must accept bookings from these authorised agents and should not refuse any such booking. The names of these authorised agents shall be provided to the Contractor before commencement of the Contract and may from time to time to be

amended by immediate notice (hereinafter referred to as “authorised agents”).

- 4.2.4 When devising the vehicle deployment plan and manpower deployment plan, the Contractor must take into the account the following so as to arrange the suitable types and number of vehicles for the journeys correspondingly –
- (a) the need to avoid causing traffic congestion in the vicinity of the Designated Quarantine Hotels;
 - (b) the daily estimated number of arrivals and timing of the arrival flights, which the Contractor has to liaise with the Temporary Specimen Collection Centre (TSCC) at the HKIA and any other relevant party direct to obtain such a forecast for the following day to facilitate advance planning of vehicles and manpower required; and
 - (c) special needs of passengers (e.g. persons with disabilities).
- 4.2.5 The Contractor must make available the number of vehicles and manpower as specified in **Schedule 2 (List of Vehicles Offered)** designated for the Regular Services for providing such Regular Services including those as set out in Clause 4.2.1(1). The Contractor must make available the number of vehicles and manpower as specified in **Schedule 2 (List of Vehicles Offered)** designated for the On-demand Services for providing such On-demand Services. All of them must be offered in the aforesaid manner throughout the Contract Period and shall be collectively referred to as “committed number of vehicles” and “committed number of staff”. The committed number of vehicles and committed number of staff must not be less than the minimum requirements as set out in **Annex B** to these Service Specifications.
- 4.2.6 Subject to Clause 4.2.3 above, the authorised agents may make special requests for the journeys in view of the Quarantine Guests’ special needs in addition to those set out in Clause 4.2.4 above. If any such request is to be entertained on exceptional grounds but will incur additional cost, the additional cost is to be borne by the authorised agents. Under no circumstances will the Government be responsible for the same.
- 4.2.7 At least two wheelchair accessible vehicles should be made ready by the Contractor for deployment if necessary.

4.3 Customer services

i) On-site service counter

- 4.3.1 The Contractor must set up sufficient number of physical service counter(s) with queuing area outside the Arrival Hall A at the Hong Kong International Airport to handle all on-site logistical matters which include but not limited to –
- (a) receive the Quarantine Guests who have just passed the immigration clearance and claimed luggage at the counter, and arrange for them to get on the right vehicle to the Designated Quarantine Hotel they have booked;
 - (b) liaise with relevant parties on site at the airport (including AVSECO, TSCC and compliance officers as appointed by FHB, etc.) to ensure smooth operation and effective crowd control; and
 - (c) handle any enquiries and complaints received from the Quarantine Guests on site.
- 4.3.2 The Government reserves the right to request the Contractor to set up physical service counters with queuing area at other border control points for similar Services set out in

Clause 4.3.1 above taking into account prevailing situation, at the unit weekly charge for one physical counter as specified in **Paragraph (e) of Part A of Schedule 1 (Price Schedule)**.

- 4.3.3 For the purpose of the services set out in Clause 4.3.1(a) above, the Contractor will receive the detailed information including the passengers' name, quarantine order (QO) number and place of quarantine (i.e. name of the Designated Quarantine Hotel booked) from TSCC in every fifteen (15) minutes in an Excel file regardless of flight for making necessary preparations (including assigning passengers to the suitable route, allocating suitable vehicle and manpower for the route, etc.) before the Quarantine Guests reaching the service counter.
- 4.3.4 The Contractor shall maintain close liaison with TSCC and relevant teams in DH working in the restricted area at HKIA on the release of passengers with testing results ascertained in order to get the necessary vehicles and manpower ready to receive the Quarantine Guests at the service counter within a short period of time.
- 4.3.5 When the Quarantine Guests have reached the service counter, the Contractor shall verify the identity of the Quarantine Guests before allowing them to proceed to get on the vehicles as assigned, by checking the supporting documents including the quarantine order or notification of medical surveillance.
- 4.3.6 The Contractor shall put in place a system and assign sufficient manpower to load the Quarantine Guests' luggage onto the vehicles and unload the luggage from the vehicles at the dropping point of destination in a clear and orderly manner.
- 4.3.7 The Contractor shall maintain close liaison with the Designated Quarantine Hotels so that the latter could get prepared in advance to pick up the Quarantine Guests on the way to their hotel in a timely and efficient manner, without causing disturbance to the nearby community.
- 4.3.8 In view of the large volume of data involved and the importance of accuracy, the Contractor must apply an electronic system whereby stakeholders such as the staff of the Contractor, the counter-staff at the HKIA and other border points, each Designated Quarantine Hotel, DH staff and authorised agents may access from time to time for inputting (for the Contractor staff and counter-staff) and/or checking (for other stakeholders) information such as the details of the Quarantine Guests, the vehicles that they have been assigned (including those details as specified in Clause 4.3.3), and the estimated arrival time, etc. (e.g. online platforms, apps, websites, information system, electronic devices, etc.) as set out in Table D under paragraph 7 of **Schedule 4 (Information Schedule) ("Information System")**, so as to ensure that the Quarantine Guests could reach the right destination without delay. The Information System to be deployed by the Contractor shall also has the scanning function to scan the QR code of the Quarantine Guest's Quarantine Order/Medical Surveillance (QO/MS) and upon completion of the scanning, an automated SMS will be sent out to related Designated Quarantine Hotel for pre-arrival alert. Adjustments to the Information System should be made in view of actual operation and as per the instructions from the Government, if applicable. The Information System as accepted by the Government shall be made ready for use within three weeks upon the Tender Acceptance.
- 4.3.9 The Contractor shall be responsible for ensuring that the staff for performing the Services as mentioned in Clause 4.3.1 above possess the necessary language proficiency (including but not limited to Cantonese and English) and relevant skills (e.g. data entry/

retrieval, telephone manner).

ii) Other support

4.3.10 The Contractor must assign sufficient manpower and resources on a 7x24 following:

- (a) any request made for Items (2a) – (2e) under the heading “On-demand services” in Clause 4.2.1 above with the direction of the Government Representative or any bookings by authorised agents of the Government (excluding Item (2a)); and
- (b) any enquires and complaints from Quarantine Guests, Designated Quarantine Hotels or any relevant parties made against the Services provided under this Contract.

4.3.11 The Contractor shall be responsible for ensuring that the staff for performing the Services as mentioned in Clause 4.3.10 above possess the necessary language proficiency (including but not limited to Cantonese and English) and relevant skills (e.g. data entry/retrieval, telephone manner).

4.4 Compliance

4.4.1 On top of the Driver, the Contractor must arrange for at least one Bus Attendant on each Vehicle (except for 4-7 seater limousines) or implement suitable measures (for 4-7 seater limousines) to ensure the Quarantine Guests’ arrival at the Designated Quarantine Hotel that they have booked and no disembarkment in the middle of the journey.

4.4.2 The Contractor shall through the Bus Attendant assigned to a deployed vehicle verify the identity of the Quarantine Guests before allowing them to proceed to board the Vehicle as assigned by the staff at the counter at the HKIA or other applicable land border control point and to get off at the stipulated Designated Quarantine Hotel, by checking the supporting documents including the quarantine order or notification of medical surveillance, and making use of the Information System.

4.4.3 The Contractor shall maintain close liaison with the Designated Quarantine Hotels during the journey so that the latter could get prepared in advance to receive the Quarantine Guests in a timely and efficient manner, in order to minimize the contact between them and the local community, making use of the Information System.

4.4.4 The Contractor must facilitate the Government in enforcing the latest compliance requirements laid down by DH including those specified in Clause 2 above.

4.5 Infection control

4.5.1 The Contractor and all its staff must observe and comply with the latest infection control and disinfection guidelines issued by DH from time to time, including but not limited to the proper gowning and degowning process.

4.5.2 The Contractor must follow the latest infection control and disinfection guidelines issued by DH, subject to changes from time to time, to arrange for the vehicles to –

- (a) carry at most half of the maximum capacity of passengers;
- (b) provide hand sanitisers in the cabinet;
- (c) disinfect every piece of luggage before uploading onto the vehicles; and

(d)ensure that the infection control requirements are being complied with throughout the journey (e.g. passengers are all mask-on).

- 4.5.3 Upon completion of every single journey, the Contractor must thoroughly clean and disinfect both the interior and exterior of the vehicle deployed immediately, in accordance with the latest cleansing and disinfection guidelines issued by DH from time to time.
- 4.5.4 The Contractor shall arrange, at its own cost and expenses, sufficient manpower and sufficient quantity of equipment, materials and tools for proper and efficient cleansing and disinfection, subject to Clause 7(b) below.
- 4.5.5 The Contractor must ensure that its staff involved in cleansing and/or disinfection duties complete the relevant infection control training courses organised and/or specified by DH, as and when requested by the Government from time to time.

4.6 Contingency planning

- 4.6.1 The Contractor must devise suitable and feasible contingency plans as specified in Table E of paragraph 8 of **Schedule 4** (Information Schedule) to cater for the following scenarios –
- (a) Sudden influx of Quarantine Guests during some hours of a single day;
 - (b) Sudden influx of Quarantine Guests over a number of days due to, among other reasons, changes in returning flight patterns;
 - (c) Breakdown of vehicles in services;
 - (d) Insufficient staff reporting duty due to strike or unforeseeable reasons;
 - (e) Unforeseeable traffic condition;
 - (f) Extreme weather; and
 - (g) Any other scenarios you consider necessary to devise corresponding contingency plans.
- 4.6.2 The Contractor must make available the resources including vehicles and manpower as specified in Table E of paragraph 8 of **Schedule 4** to ensure that the contingency plans could be executed whenever necessary.

4.7 Reports

The Contractor shall maintain proper record of the Services performed under this Contract (e.g. number of vehicle and staff deployed, records of staff undergoing COVID-19 tests and the results, consumption of PPE, handling of enquiries and complaints, etc.) for the Government Representative's inspection upon request.

5. Obligations in relation to Contractor's staff

- 5.1 The Contractor must only deploy drivers and bus attendants who fulfil the prevailing dosage schedule requirements of the Vaccine Pass (<https://www.coronavirus.gov.hk/eng/vaccine-pass.html>). The Contractor must ensure that all drivers and bus attendants who fulfil the

prevailing dosage schedule requirements of the Vaccine Pass shall still have to undergo COVID-19 testing by using Combined Nasal and Throat Swabs (CNTS) every seven (7) days or at such frequency as advised by the Government from time to time. The Contractor must only allow a driver or bus attendant to postpone his/her vaccination in very exceptional situations, such as if he or she is unfit to receive vaccination at the moment because of health reasons. Under such situation, the Contractor must ensure that the driver or bus attendant make a declaration using a specified form in Appendix [A] to the Service Specifications and produce a medical certificate in Appendix [B] to these Service Specifications to the Contractor. The Contractor must ensure that a driver or bus attendant who does not fulfil the prevailing dosage schedule requirements of the Vaccine Pass shall undergo COVID-19 testing by using CNTS every day or at such frequency advised by the Government from time to time. The Contractor must make available all vaccination records of these drivers and bus attendants; and all testing records regardless of whether they fulfil the prevailing dosage schedule requirements of the Vaccine Pass to the DQHS Office for inspection upon request.

- 5.2 The Contractor must keep all vaccination and testing records for at least 3 months and make available all such records to the Government for inspection upon request.
- 5.3 Before any inspection by the Government as mentioned in Clause 5.2 above, the Contractor shall ensure that its staff will have given written consent to the Contractor to pass the vaccination and testing records to the Government for inspection, monitoring and statistic compilation purposes.

6. Payment for additional services upon request by Quarantine Guests

The cost incurred by any additional services as requested by Quarantine Guests or any party on behalf of them shall be settled by individual Quarantine Guests directly with the Contractor whether upon booking or after completion of the journey.

7. Services to be provided by the Government

The Government will be responsible for providing the following services to facilitate the Contractor's delivery of the Services under this Contract –

- (a) infection control guidance and advice; and
- (b) sufficient and suitable personal protective equipment for the Contractor's staff (including the Bus Drivers and the Bus Attendants) who need to carry out duties for provision of Services under this Contract.

8. Notice of termination

- 8.1 The Government reserves the right to terminate the Contract by giving not less than fourteen (14) days' advance notice to the Contractor whereupon the Contract shall terminate upon expiry of such notice.

Licensing and Technical Requirements for “deployed vehicles”

Pursuant to Clause 4.2.1 of this Service Specifications above, all the vehicles to be deployed (“deployed vehicles”) for the performance of this Contract must comply with all requirements as set out below (except those marked as “desirable feature”) –

Item	Vehicle Type	49-66 seater coach	24-30 seater coach	4-7 seater limousine
(a)	Passenger Seating Capacity ^{Note 1}	Between 49-66	Between 24-30	Between 4-7
(b)	Vehicle Registration Date ^{Note 2}	<p>The first registration date of each deployed vehicle shall be at least 1 October 2006 or after (i.e. Euro IV standard)</p> <p><u>Desirable Emission Level (desirable features)</u></p> <p>(i) deployed vehicle is electric vehicle (“EV”) and the first registration date of the deployed EV should be at least 1 October 2006 or after; or</p> <p>(ii) the first registration date of any conventional vehicle or a hybrid vehicle should be at least 1 June 2012 or after (e.g. Euro V standard) (whether it be a conventional vehicle or a hybrid vehicle, it shall be known as “Emission Compliant Vehicle”).</p>		
(c)	Vehicle Licence	<p>The licence of the deployed vehicle shall remain valid on the Original Tender Closing Date and issued in the name of the Tenderer (or another member(s) of the same group of companies to which the Tenderer belongs (“Hirer”)), and in the name of the Contractor or the Hirer (after award of the Contract and throughout the Contract Period).</p>		
(d)	Vehicle Ownership	<p>The deployed vehicles shall be owned by the Tenderer or, if applicable, another member(s) of the same group of companies to which the Tenderer belongs (viz., each a Hirer). In case the vehicle(s) is/are to be deployed from one or more Hirer(s), for each such Hirer, the Tenderer shall produce a written document(s) issued by the Hirer confirming that it will make available to the Tenderer the relevant vehicle(s) for the performing Services under the Contract. Each confirmation document shall be accompanied with documentary evidence to prove that the Hirer is in the same group of companies to which the Tenderer belongs.</p> <p>The Contractor shall not lease or hire, vehicles from any persons which are not members of the same group of companies as the Contractor for performing the Services unless the prior written approval is granted by the Government under special circumstances.</p>		

(e)	Passenger Service Licence (“PSL”) /Hire Car Permit	The deployed coach shall have a valid PSL issued in the name of the Contractor or, if applicable, the Hirer, throughout the Contract Period issued by the Transport Department to operate Contract Hire Service (A08) in compliance with the relevant licensing and PSL Conditions. The deployed limousine shall have a valid Hire Car Permit issued in the name of the Contractor or, if applicable, the Hirer, throughout the Contract Period issued by the Transport Department to provide local hire car service.
(f)	Seat Belt ^{Note 3}	The deployed vehicle shall be equipped with Approved Seat Belts for all seats.
(g)	Air Conditioning	The deployed vehicle shall be equipped with a properly functioning air-conditioning system which is free of excessive noise, odour or emission.
(h)	Closed Circuit Television System (“CCTV”) for Reversing/Parking	The deployed vehicle shall be equipped with a properly functioning CCTV for reversing and parking.
(i)	CCTV for Monitoring the Events inside the Compartment	The deployed vehicle shall be equipped with a CCTV inside the compartment for monitoring the events therein during the journeys. The records shall be kept for at least 3 months.

Note 1: The minimum number of vehicles with a passenger seating capacity shall not be less than the minimum requirement specified in **Annex B** to this Service Specifications.

Note 2: For a deployed vehicle offered with EVs or a combination of EVs and other deployed vehicles meeting the desirable feature of first registration date on emission level set out in Item (b) above, marks will be given as specified in Assessment Criterion (C3) – Emission Level and Electric Vehicle under Stage III of the Marking Scheme.

Note 3: “Approved Seat Belt” is defined as seat belts complying with one or more of the specifications and standards set out in Part I of Schedule 2 to the Road Traffic (Safety Equipment) Regulations, Chapter 374F. The Tenderer shall produce a written document issued by the vehicle manufacturer or its local agent or registered mechanical engineer of Hong Kong to prove that the seat belts comply with the Regulations (“**Seat Belt Confirmation**”) **within the time subsequently stipulated in the Government’s written request. Otherwise, the offered Vehicle will be treated as non-Conforming Vehicle.**

Minimum Requirements for Journeys, Vehicles and Manpower

Transportation Services	Requirement	Minimum Vehicles and Minimum Manpower
<i>Regular services</i>		
(1) From the Hong Kong International Airport (HKIA) to the Designated Quarantine Hotel with at least eight routes operating simultaneously on the Hong Kong Island and in Kowloon and the New Territories.	Minimum number of journeys per day (from 00:00 to 23:59 hours): 150 journeys regardless of the type of vehicles being deployed.	49-66 seater coach :15 24-30 seater coach : 25 4-7 seater limousine : 5 <u>On each journey</u> - one driver; and - at least one bus attendant (not applicable to limousines)
<i>On-demand Services (2a)</i>		
(2a) From HKIA to the Designated Quarantine Hotels (the Conditions as specified in Clause 4.2.1(2a) must be satisfied before this may be chargeable)	Please refer to item (d) under Part A of Schedule 1 (Price Schedule) for the estimated number of journeys required per month for this item.	<u>On each journey</u> - one driver; and - at least one bus attendant (not applicable to limousines)
<i>On-demand Services (2b)-(2e)</i>		
(2b) From one or more land border control point(s)* to the Designated Quarantine Hotels (2c) From specified places (other than HKIA)* to the Designated Quarantine Hotels (2d) From the Designated Quarantine Hotels to any specified places* (2e) From HKIA to any specified places (other than the Designated Quarantine Hotels)*	Please refer to item (d) under Part A of Schedule 1 (Price Schedule) for the estimated number of journeys required per month for these items.	<u>On each journey</u> - one driver; and - at least one bus attendant (not applicable to limousines)

Remarks

1. Regardless of which type of service it falls under, one journey of each of the above-mentioned routes must be completed within two hours except for unforeseeable reasons.
2. The actual number of vehicles to be deployed shall meet the schedule of arrival flights for efficient conveyance of quarantine guests to the Designated Quarantine Hotels.
3. For those On-demand services items marked with “*”, please refer to Clause 4.2.3 under Service Specifications for explanation.

**Declaration form for personnel who are
unable to receive vaccination due to health reason**

[The completed form is to be kept by the
responsible person of the company for checking]

Name of company: _____

I, _____ (name) (mobile phone:
_____) am a staff member of the above company. I am unable to
receive COVID-19 vaccination due to health reason, and have made available a
copy of the medical certificate issued by a medical practitioner to my employer. I
will undergo COVID-19 testing every 3 days or at other intervals as specified by the
Government from time to time. I will keep the original of the above medical
certificate and the SMS (mobile phone text message) notification of the test result
for 31 days for checking upon request by the Designated Quarantine Hotel Scheme
Office of the Food and Health Bureau.

I also understand the validity period of the medical assessment is 3 months or less
subject to date of medical review by the medical practitioner and the Government
reserves the right to amend the validity period of such medical certificates as and
where necessary.

Signature: _____

Date: _____

基於健康理由不適合接種疫苗
申報表格

[此表格填妥後須由公司負責人保存以供查核]

公司名稱： _____

本人 _____ (姓名) (手提電話：
_____)，為上述公司的員工。本人基於健康理由不適合接種新冠疫苗，並已向僱主出示由醫生所發出的證明書。本人會每 3 天一次或按政府所發出的指示進行有關 2019 冠狀病毒病的核酸檢測。本人會保存上述醫生證明書正本及檢測結果短訊記錄 31 天，以供食物及衛生局轄下的指定檢疫酒店計劃辦事處查核。

本人亦明白醫生證明書的有效期為 3 個月或以下，以醫生進行的覆核日期為準。政府保留權利在有需要時修改該等證明書的有效期。

簽名： _____

日期： _____

Appendix B to Service Specifications

[Date of issue of letter 發出日期]

To whom it may concern
敬啟者

Medically Not Suitable for COVID-19 Vaccination
因健康理由不適合接種 2019 冠狀病毒疫苗

This is to certify that the following person
茲證明以下人士

Name 姓名
(as in identification document : _____
(如身分證文件)

Date of Birth 出生日期 : _____ (DD/MM/YYYY)
(Optional 可選擇是否填寫)

**Document Type &
Number**

證件種類及號碼
(Optional 可選擇是否填寫)

HKID number 香港身份證號碼 _____
 Passport number 護照號碼 _____
 Others, please specify type and number
其他，請註明種類及號碼 _____

is considered not suitable to receive COVID-19 vaccination due to the following medical reasons(s):
基於以下醫學原因不適合接種 2019 冠狀病毒疫苗：

Vaccine Name 疫苗名稱 ⁽¹⁾	Medical Reason(s) 醫學原因 ⁽²⁾
<input type="checkbox"/> Comirnaty (BioNTech) 復必泰	
<input type="checkbox"/> CoronaVac (Sinovac) 克爾來福	
<input type="checkbox"/> Others, please specify 其他，請註明 _____	

Remarks 註:

(1) Please ✓ appropriate box(es). Can choose more than one vaccine name. 請在適當□位置加上✓。可選擇多於一款疫苗名稱。

(2) Please provide medical reason(s) for EACH type of vaccine chosen. 請提供選擇每款疫苗的醫學原因。

The above assessment is made on _____ [date], and the validity period is 3 months or less subject to medical review on _____ [date].

上述評估於 _____ [日期] 進行，有效期為3個月或以下，須視乎醫生於 _____ [日期] 再作覆核而定。

(_____)
Signature and Name of Registered Medical Practitioner
註冊醫生簽署及姓名

PRICE PROPOSAL

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 1 – Price Schedule

(To be completed and submitted together with the tender submission)

Part A – Services Price

(a) Monthly Rate for Regular Services (“Monthly Rate”)

	Monthly Rate [HK\$]
All Services specified in the Contract including those specified in the Service Specifications (except for the On-demand Services as listed in the table in (b) below) (viz., Regular Services)	_____ /month

Please also provide breakdown of the Monthly Rate above covering the following aspects –

- Number of vehicles to be offered

49-66 seater coach (as specified in Table A1 of Schedule 2)	24-30 seater coach (as specified in Table B1 of Schedule 2)	4-7 seater limousine (as specified in Table C1 of Schedule 2)

- Number of staff to be deployed (other than administrative staff and counter staff at the HKIA)

Drivers (this figure shall be equal to the total number of vehicles offered in all three boxes above)	Bus Attendants (this figure shall be equal to the total number of vehicles offered in the first two of the three boxes above)

- Facilities and equipment
- The Information System as proposed in Table D of Schedule 4 (Information Schedule)
- Others

For the purpose of tender price assessment, the formula specified in Paragraph (d) of Part A of this Schedule will be adopted to calculate the Total Estimated Services Price.

Name of Tenderer : _____

PRICE PROPOSAL

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 1 – Price Schedule

(To be completed and submitted together with the tender submission)

(b) Unit Rate for the On-demand Services

	Common Unit Rate (i.e. Charge per journey) [HK\$]		
	49-66 seater coach	24-30 seater coach	4-7 seater limousine
(i) From HKIA to the Designated Quarantine Hotels (This On-demand Service may only be chargeable on any particular day if (a) 150 journeys of the Regular Services have been completed on that day (regardless of the type(s) of Vehicles deployed to reach this minimum number); and (b) this On-demand Service has been requested by the Government (“Conditions”)).	\$ _____	\$ _____	\$ _____
(ii) From one or more land border control point(s) to the Designated Quarantine Hotels (iii) From specified places (other than HKIA) to the Designated Quarantine Hotels	\$ _____	\$ _____	\$ _____
(iv) From the Designated Quarantine Hotels to any specified places (v) From HKIA to any specified places (other than the Designated Quarantine Hotels)	(this unit rate must apply to any of items (ii) to (v). The Tenderer may not quote different unit rates for these items)	(this unit rate must apply to any of items (ii) to (v). The Tenderer may not quote different unit rates for these items)	(this unit rate must apply to any of items (ii) to (v). The Tenderer may not quote different unit rates for these items)

Remark:

For the purpose of tender price assessment, the formula specified in Paragraph (d) of Part A of this Schedule will be adopted to calculate the Total Estimated Services Price.

Name of Tenderer : _____

PRICE PROPOSAL

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 1 – Price Schedule

(To be completed and submitted together with the tender submission)

Important Notes:

- (i) When quoting the rates of charges, a Tenderer should note the requirements specified in Paragraphs 9 and 10 of the Terms of Tender (Supplement).
- (ii) According to Paragraph 10(b) of the Terms of Tender (Supplement), **offers submitted in currencies other than Hong Kong dollars or offers with incomplete quotations will render the offer not being considered further.** According to Paragraph 9(b) of the Terms of Tender (Supplement), **if a Tenderer quotes more than one rate for any parts or imposes additional charges for providing any parts of the Services, the Tenderer’s Tender will not be considered further.**
- (iii) According to Paragraph 21 of the Terms of Tender (Supplement), offers will be considered on an overall basis.
- (iv) According to Paragraph 5.3 of the Terms of Tender under BD-TERMS-2 (January 2022), **an offer with any price variation clause will render the Tender not being considered further.**

(c) Calculation of the Services Price of each month of 30 days of the Contract Period (“Monthly Services Price”)

Monthly Services Price in respect of a month of 30 days = Monthly Rate plus Summation of [{Actual number of journeys made for item (i) of On-demand Services fulfilling the Conditions in that month} x {the common unit rate quoted for item (i) in paragraph (b) above} and [{Actual number of journeys made for each type of item(s) (ii) to (v) of On-demand Services requested by the Government Representative or its authorised agent in that month} x {the common unit rate quoted for these items in paragraph (b) above}].

Name of Tenderer : _____

PRICE PROPOSAL

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 1 – Price Schedule

(To be completed and submitted together with the tender submission)

(d) Calculation of Total Estimated Services Price

The formula will be adopted to calculate **the Total Estimated Services Price**: = A + B* + C* + D*

Where A = Monthly Rate for the Regular Services x $4\frac{1}{6}$ months,

B = the total estimated additional charge for use of the On-demand Services using **49-66 seater coaches** for items (i) – (v) per month x $4\frac{1}{6}$,
 i.e. B = $\left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{item (i)} \end{array} \right\} \times 200 \text{ journeys} + \left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{items (ii) - (v)} \end{array} \right\} \times 5 \text{ journeys} \left. \vphantom{\left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{item (i)} \end{array} \right\}} \right\} \times 4\frac{1}{6} \text{ months}$

C = the total estimated additional charge for use of the On-demand Services using **24-30 seater coaches** for items (i) – (v) per month x $4\frac{1}{6}$,
 i.e. C = $\left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{item (i)} \end{array} \right\} \times 155 \text{ journeys} + \left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{items (ii) - (v)} \end{array} \right\} \times 5 \text{ journeys} \left. \vphantom{\left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{item (i)} \end{array} \right\}} \right\} \times 4\frac{1}{6} \text{ months}$

D = the total estimated additional charge for use of the On-demand Services using **4-7 seater limousine** for items (i) – (v) per month x $4\frac{1}{6}$,
 i.e. D = $\left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{item (i)} \end{array} \right\} \times 15 \text{ journeys} + \left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{items (ii) - (v)} \end{array} \right\} \times 1 \text{ journeys} \left. \vphantom{\left\{ \begin{array}{l} \text{the common unit} \\ \text{rate as quoted for} \\ \text{item (i)} \end{array} \right\}} \right\} \times 4\frac{1}{6} \text{ months}$

**The number of journeys quoted in Items B, C and D above are actual journeys made under On-demand Services in May 2022 and they are set out here for Tenderers for reference only and they are not binding on the Government. The Government does not guarantee that these will be the number of On-demand Services which will be requested for any of the months of the Contract Period.*

(e) Quotation of setting up a service counter including staff at a land border control point per week upon the demand of the Government:

HK\$ _____/week

Name of Tenderer : _____

PRICE PROPOSAL

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 1 – Price Schedule

(To be completed and submitted together with the tender submission)

Part B – Payment Timetable

Subject to the other provisions of the Contract, the Contract Price shall be paid to the Contractor in accordance with Clause 9 of the Special Conditions of Contract.

Part C - Payment Discount

[Please refer to Paragraph 20(d) of the Terms of Tender (Supplement).]

The Contractor agrees to grant the following discounts on the Contract Price under the Contract if payment for the Monthly Services Price is made in full within:

- (a) 7 working days from the date of receipt of an invoice: _____ % discount.
- (b) 8 to 14 working days from the date of receipt of an invoice: _____ % discount.

- Notes:
- (1) Any prompt payment discount offered by the Tenderer will **not** be taken into consideration in the tender price assessment.
 - (2) A Tenderer is requested to ensure that no more than two (2) digits after the decimal places are quoted for the above discount. Please insert the word '**NIL**' in the spaces provided above if no payment discount is offered.
 - (3) If a Tenderer does not complete this Part, it shall be deemed that the Tenderer does not offer any prompt payment discount.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Important Notes:

- (A) For the Vehicles to be offered in Tables A1, B1 and C1 in this Schedule 2, Tenderers must provide the vehicle registration number of the offered Vehicles in column (4) of these Tables **before the Tender Closing Time. Otherwise, the Tenderer's Tender will not be considered further if the remaining Conforming Vehicles offered therein (if any) do not comply with the minimum number for the Regular Services as stated in Annex B to the Service Specifications. For all other information which is missing in these Tables, they may be requested under Paragraphs 6(a) and/or (b) of the Terms of Tender (Supplement) but if not provided, the Tenderer's Tender will not be considered further if the remaining Conforming Vehicles (if any) do not comply with the minimum number for the Regular Services as stated in Annex B to the Service Specifications.**
- (B) For Tables A2, B2 and C2, and D1 to D3, any missing vehicle registration number of any Vehicles offered therein will not lead to disqualification but the Government will not ask for the missing information during the tendering stage and they should not be treated as offered Backup Vehicles or On-demand Vehicles (where applicable) for tender evaluation under the Marking Scheme. The Government will only subsequently ask for the missing information if the Tenderer is identified to be the preferred Tenderer. For all other information which is missing (excluding columns 7 to 9 of Tables C1, C2 and D3), they may be requested under Paragraphs 6(a) and (b) of the Terms of Tender (Supplement). If not provided, the Vehicles will not be evaluated under the Marking Scheme.
- (C) For limousines to be deployed, Tenderers must provide the information required in Columns 7, 8 and 9 in Tables C1, and if applicable C2 and D3, if applicable, under this Schedule 2 before the Tender Closing Time. Otherwise, unless the Vehicles offered therein are Emission Compliant Vehicles, no mark will be given to the Tenderer under Assessment Criterion (C3) of Stage III of the tender evaluation procedures.
- (D) To facilitate verification by the Government, the Tenderer must submit supporting documents or other documentary evidence (where applicable) to substantiate its claim of all offered Vehicles in all of the tables including (a) vehicle licences which must be issued in the name of the Tenderer or, if applicable, one or more member(s) of the same group of companies to which the Tenderer belongs which has/have issued a confirmation document to the Tenderer confirming that it/they will make available to the Tenderer the relevant Vehicle(s) for the performing Services under the Contract and unexpired as at the Tender Closing Date (each of them is a "Hirer"), (b) passenger service licences/ hire car permit issued in the name of the Tenderer or, a Hirer, and (c) a Seat Belt Confirmations (as defined in Note 3 at the end of Annex A to the Service Specifications). In addition, if and to the extent that the Tenderer proposes to offer Electric Vehicles in Tables C1, C2 and/or D3, supporting documents and documentary evidence showing compliance with the Assessment Criterion (C3) under Stage III of the tender evaluation procedures before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

49-66 Seater Coach for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities Notes (a1) and (f)

Table A1 - Proposed Vehicles to fulfil the Minimum Requirements for the Regular Services under Annex B of Service Specifications

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
1	49-66 Seater Coach						
2							
3							
4							
5							
6							
7							

- Note (a1) The total number of the above-type Vehicles (viz., 49-66 seater coach) offered shall be fifteen (15) Vehicles per day for Item (1) in Clause 4.2.1 under the Service Specifications running at least eight (8) routes, daily from 00:00 to 23:59 (viz., the Regular Services). Manpower for each journey per Vehicle shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

49-66 Seater Coach for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities Notes (a1) and (f)

Table A1 - Proposed Vehicles to fulfil the Minimum Requirements for the Regular Services under Annex B of Service Specifications

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
8	49-66 Seater Coach						
9							
10							
11							
12							
13							
14							
15							

- Note (a1) The total number of the above-type Vehicles (viz., 49-66 seater coach) offered shall be fifteen (15) Vehicles per day for Item (1) in Clause 4.2.1 under the Service Specifications running at least eight (8) routes, daily from 00:00 to 23:59 (viz., the Regular Services). Manpower for each journey per Vehicle shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

49-66 Seater Coach for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities ^{Notes (a2) and (f)}

Table A2 – Proposed Backup Vehicle(s) on top of Vehicles proposed in Table A1 and Table D1 (if any)

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
	49-66 Seater Coach						

(Please add row or use additional sheet(s) if required.)

- Note (a2) The total number of the above-type Vehicles (viz., 49-66 seater coach) offered shall be for backup purposes (i.e. when any Vehicle offered in Table A1 or D1 is out of service, the backup vehicle shall be deployed instead). Manpower for each journey per Vehicle shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

24-30 Seater Coach for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities Notes (a3) and (f)

Table B1 – Proposed Vehicles to fulfill the Minimum Requirements for the Regular Services under Annex B of Service Specifications

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
1	24-30 Seater Coach						
2							
3							
4							
5							
6							
7							
8							

- Note (a3) The total number of the above-mentioned type of Vehicles (viz., 24-30 seater coach) offered shall be twenty five (25) Vehicles per day for Item (1) in Clause 4.2.1 under the Service Specifications running at least eight (8) routes, daily from 00:00 to 23:59 (viz., the Regular Services). Manpower for each journey per Vehicle shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

24-30 Seater Coach for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities Notes (a3) and (f)

Table B1 – Proposed Vehicles to fulfil the Minimum Requirements for the Regular Services under Annex B of Service Specifications (continuation)

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
9	24-30 Seater Coach						
10							
11							
12							
13							
14							
15							
16							

- Note (a3) The total number of the above-mentioned type of Vehicles (viz., 24-30 seater coach) offered shall be twenty five (25) Vehicles per day for Item (1) in Clause 4.2.1 under the Service Specifications running at least eight (8) routes, daily from 00:00 to 23:59 (viz., the Regular Services). Manpower for each journey per Vehicle shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

24-30 Seater Coach for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities Notes (a3) and (f)

Table B1 - Proposed Vehicles to fulfil the Minimum Requirements for the Regular Services under Annex B of Service Specifications (continuation)

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
17	24-30 Seater Coach						
18							
19							
20							
21							
22							
23							
24							
25							

- Note (a3) The total number of the above-mentioned type of Vehicles (viz., 24-30 seater coach) offered shall be twenty five (25) Vehicles per day for Item (1) in Clause 4.2.1 under the Service Specifications running at least eight (8) routes, daily from 00:00 to 23:59 (viz., the Regular Services). Manpower for each journey per Vehicle shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

24-30 Seater Coach for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities ^{Notes (a4) and (f)}

Table B2 – Proposed Backup Vehicle(s) on top of the Vehicles proposed in Table B1 and Table D2 (if any)

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
	24-30 Seater Coach						

(Please add row or use additional sheet(s) if required.)

- Note (a4) The total number of the above-mentioned type of Vehicles (viz., 24-30 seater coach) offered shall be for backup purposes (i.e. when any Vehicle offered in Table B1 or D2 is out of service, the backup vehicle shall be deployed instead). Manpower for each journey per Vehicle shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

4-7 Seater Limousine for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities Notes (a5) and (f)

Table C1 – Proposed Vehicles to fulfil the Minimum Requirements for the Regular Services under Annex B of Service Specifications

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Hire Car Permit issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)	Electric Vehicle (Yes / No) (Column 7)	Offered Electric Vehicle to Be Repaired and Maintained by the Original Manufacturer(s)/ Supplier(s), which is/are not Registered under the VRSVMW (Yes / No) Note (e) (Column 8)	Proposed Vehicle to be Repaired and Maintained by VRSVMW (Yes / No) (Column 9)
1	4-7 Seater Limousine									
2										
3										
4										
5										

- Note (a5) The total number of Vehicles (viz., the limousines) offered shall be five (5) Vehicles per day for Item (1) in Clause 4.2.1 under the Service Specifications running at least eight (8) routes, daily from 00:00 to 23:59 (viz., the Regular Services). Manpower for each ride shall include one (1) driver.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Item (1) in Clause 4.2.1 under the Service Specifications (i.e. Regular Services):

4-7 Seater Limousine for running from the Hong Kong International Airport to Designated Quarantine Hotels and Other Quarantine Facilities ^{Notes (a6) and (f)}

Table C2 – Proposed Backup Vehicle(s) on top of the Vehicles proposed in Tables C1 and D3 (if any)

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Hire Car Permit issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)	Electric Vehicle (Yes / No) (Column 7)	Offered Electric Vehicle to Be Repaired and Maintained by the Original Manufacturer(s)/ Supplier(s), which is/are not Registered under the VRSVMW (Yes / No) Note (e) (Column 8)	Proposed Vehicle to be Repaired and Maintained by VRSVMW (Yes / No) (Column 9)
	4-7 Seater Limousine									

(Please add row or use additional sheet(s) if required.)

- Note (a6) The total number of backup Vehicles (viz., the limousines) offered shall be for backup purposes (i.e. when any Vehicle offered in Table C1 or D3 is out of service, the backup vehicle shall be deployed instead). Manpower for each ride shall include one (1) driver.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Items (2a) to (3e) in Clause 4.2.1 under the Service Specifications (i.e. On-demand Services):

49-66 Seater Coach for On-demand Services ^{Note (a7) and (f)}

Table D1 – Proposed Vehicles to fulfil the estimated service requirement for the On-demand Services as specified in Annex B to the Service Specifications

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
	49-66 Seater Coach						

(Please use additional sheet(s) if required.)

- Note (a7) The above-mentioned Vehicles (viz., 49-66 seater coach) may not be the same Vehicles offered in Tables A1 and A2 above. Manpower for each ride shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Items (2a) to (3e) in Clause 4.2.1 under the Service Specifications (i.e. On-demand Services):

24-30 Seater Coach for On-demand Services ^{Notes (a8) and (f)}

Table D2 – Proposed Vehicles to fulfil the estimated service requirement for the On-demand Services as specified in Annex B to the Service Specifications

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver) (Column 1)	Date of First Registration Note (b) (Column 2)	Vehicle Licence Expiry Date Note (c) (Column 3)	Vehicle Registration Number (Column 4)	With a valid Passenger Service Licence issued by the Transport Department (Yes / No) (Column 5)	Equipped with Approved Seat Belts for All Seats (Yes/No) Note (d) (Column 6)
	24-30 Seater Coach						

(Please use additional sheet(s) if required.)

- Note (a8) The above-mentioned Vehicles (viz., 24-30 seater coach) may not be the same Vehicles offered in Tables B1 and B2 above. Manpower for each ride shall include one (1) driver and at least one (1) bus attendant.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Items (2a) to (3e) in Clause 4.2.1 under the Service Specifications (i.e. On-demand Services):

4-7 Seater Limousine for On-demand Services ^{Notes (a9) and (f)}

Table D3 – Proposed Vehicles to fulfil the estimated service requirement for the On-demand Services as specified in Annex B to the Service Specifications

Serial No.	Vehicle Type	Passenger Seating Capacity (Excluding driver)	Date of First Registration	Vehicle Licence Expiry Date	Vehicle Registration Number	With a valid Hire Car Permit issued by the Transport Department (Yes / No)	Equipped with Approved Seat Belts for All Seats (Yes/No)	Electric Vehicle (Yes / No)	Offered Electric Vehicle to Be Repaired and Maintained by the Original Manufacturer(s)/ Supplier(s), which is/are not Registered under the VRSVMW (Yes / No)	Proposed Vehicle to be Repaired and Maintained by VRSVMW (Yes / No)
		(Column 1)	Note (b) (Column 2)	Note (c) (Column 3)	(Column 4)	(Column 5)	Note (d) (Column 6)	(Column 7)	Note (e) (Column 8)	(Column 9)
	4-7 Seater Limousine									

(Please use additional sheet(s) if required.)

- Note (a9) The above-mentioned Vehicles (viz., limousines) may not be the same Vehicles offered in Tables C1 to C2 above. Manpower for each ride shall include one (1) driver.
- Notes (b) to (e) are on page 14 of this Schedule.
- Note (f) Each Vehicle shall be equipped with air conditioning and Closed Circuit Television System (CCTV) as set out in items (g) to (i) in Annex A to the Service Specifications.

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 2 – List of Vehicles Offered

(To be completed and returned together with the tender submission)

Notes:

- (b) It is an essential requirement that the first registration date of each offered Vehicle shall be 1 October 2006 or later. Please also refer to Paragraph 16 (Emission Level and Electric Vehicle) of the Terms of Tender (Supplement).
- (c) The “Vehicle Licence Expiry Date” is the date shown on the vehicle licence. It is an essential requirement that the vehicle licence of each offered Vehicle shall be issued in the name of the Tenderer or, if applicable, a member of the group of company(ies) to which the Tenderer belongs and remain valid on the Original Tender Closing Date. Any non-compliant Vehicle will not be considered further. In case the vehicle(s) is/are to be deployed from a member(s) of the group of company(ies) to which the Tenderer belongs, the Tenderer shall produce a written document(s) issued by that member(s) of the same group confirming that it/they will make available to the Tenderer the relevant vehicle(s) for the performing Services under the Contract. Each confirmation document shall be accompanied with documentary evidence to prove that it is of the same group of companies to which the Tenderer belongs. The Contractor shall not lease or hire vehicles from company(ies) which is/are not under the same group unless written prior approval is granted by the Government under special circumstance.
- (d) It is an essential requirement that each offered Vehicle shall be equipped with approved seat belts for all seats. Please refer to Note 3 in Annex A to the Service Specifications. Any non-compliant Vehicle without the Seat Belt Confirmation as defined in Note 3 whether by the Tender Closing Time or upon any subsequent request will not be considered further.
- (e) Please refer to Paragraph 16 of the Terms of Tender (Supplement).

Name of Tenderer :

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 3 - Compliance Schedule

(To be completed and returned together with the tender submission)

1. Service Specifications

[Please refer to Paragraph 11 of the Terms of Tender (Supplement).]

- * (a) I / We confirm that my / our offer **does comply fully** with all the requirements set out in the Service Specifications including Annexes A and B to the Service Specifications all of which are essential requirements.
- * (b) I / We confirm that my / our offer **does not comply** with the Service Specifications in the following aspects:

<u>Clause No.</u>	<u>Service Specifications</u>	<u>Details of Deviation</u>

- Notes: (1) **If a Tenderer expressly indicates non-compliance with any of the essential requirements set out in the Service Specifications or any of the Annexes A and B, its offer will not be considered further.** For this purpose, the completion of all of the three columns under the non-compliance statement above in relation to such non-compliance shall be taken as such express indication. Any other indication which casts doubt on the true intention of the Tenderer may be further clarified.
- (2) If a Tenderer does not complete the above information, it shall be deemed that the Tenderer confirms its compliance with the essential requirements set out in the Service Specifications including Annexes A and B.
- (3) * Delete as appropriate.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these respective documents in BD-TERMS-2 (January 2022).

1. Information and documents required under Paragraph 7.1 of the Terms of Tender:

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	company / sole proprietorship / partnership / statutory corporation /other (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: (i) managing director and other directors; (ii) partners; or (iii) sole proprietor	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(j)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance	Please attach if applicable.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

	(Chapter 310 of the Laws of Hong Kong)	
(k)	(if the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy No: Expiry date:	
(n)	A certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole	Please attach if applicable.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

	proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be)	
--	--	--

2. Information required under Paragraph 16.1 “Government Discretion” of the Terms of Tender under BD-TERMS-2 (January 2022)

*(a) I/We confirm that none of the events as mentioned in Paragraphs 16.1(a) to 16.1(g) of the Terms of Tender has ever occurred.

*(b) I/We confirm that the following event(s) as mentioned in Paragraphs 16.1(a) to 16.1(g) of the Terms of Tender has occurred:

Date	Details of the Event

Note: *Please delete whichever is not applicable.

3. Contact Person

[Please refer to Paragraph 12 of the Terms of Tender (Supplement).]

(a) During office hours

Name of Contact Person: _____
(IN BLOCK LETTERS)

Telephone No.: _____ Fax No.: _____

Email : _____

(b) After office hours (including public holidays)

Name of Contact Person: _____
(IN BLOCK LETTERS)

Telephone No.: _____ Fax No.: _____

Email : _____

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

4. Details of Vehicle Deployment Plan

[Please refer to Paragraph 20(c)(i) of the Terms of Tender (Supplement) and Attachment to the Marking Scheme.]

Tenderers **shall** provide in Table A below the details of the Vehicle Deployment Plan **before the Tender Closing Time** for the Government's evaluation. **Otherwise, no mark will be given to the Tenderer for the Assessment Criterion (A1) under Stage III of the Marking Scheme.** To facilitate verification by the Government, the Tenderer shall **submit supporting documents or other documentary evidence** (where applicable) **before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request.**

Table A - Vehicle Deployment Plan

Aspects to be covered	Details to be provided by the Tenderer
● Design of routes for providing the Regular Services	
● Vehicle mobilization plans for <u>Regular Services</u> , taking into account the infection control requirements and contingency plans	
● Vehicle mobilization plans for <u>On-demand Services</u> , taking into account the infection control requirements and contingency plans	

- Notes: (1) Please use separate sheet(s) if the space above is inadequate.
(Please mark "Table A – Vehicle Deployment Plan" at the top of each separate sheet to indicate the relevant table to which the proposals belong.)
- (2) All practicable and effective proposals included in the proposed Vehicle Deployment Plan submitted by the successful Tenderer in Assessment Criterion (A1) under Stage III of the Marking Scheme shall form part of the Contract.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

5. Details of Staff Management Plan

[Please refer to Paragraph 20(c)(ii) of the Terms of Tender (Supplement) and the Attachment to the Marking Scheme.]

Tenderers **shall** provide in Table B below the details of the Staff Management Plan **before the Tender Closing Time** for the Government's evaluation. **Otherwise, no mark will be given to the Tenderer for the Assessment Criterion (A2) under Stage III of the Marking Scheme.** To facilitate verification by the Government, the Tenderer shall **submit supporting documents or other documentary evidence** (where applicable) **before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request.**

Table B - Staff Management Plan

Aspects to be covered	Details to be provided by the Tenderer
<ul style="list-style-type: none"> ● Organisation chart showing the proposed workforce, including off-site management and on-site staff to be deployed to this Contract, the experience and qualification of senior management, the chain of command between the management and other grades of staff; 	
<ul style="list-style-type: none"> ● Staff mobilization plans for Regular Services and On-demand Services, taking into account the infection control requirements and contingency plans 	
<ul style="list-style-type: none"> ● Quality assurance plan to ensure and monitor staff discipline and quality of services 	

- Notes: (1) Please use separate sheet(s) if the space above is inadequate. (Please mark "Table B – Staff Management Plan" at the top of each separate sheet to indicate the relevant table to which the proposals belong.)
- (2) All practicable and effective proposals included in the proposed Staff Management Plan submitted by the successful Tenderer in Assessment Criterion (A2) under Stage III of the Marking Scheme shall form part of the Contract.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

6. Details of Customer Services Plan

[Please refer to Paragraph 20(c)(iii) of the Terms of Tender (Supplement) and the Attachment to the Marking Scheme.]

Tenderers **shall** provide in Table C below the details of the Customer Services Plan **before the Tender Closing Time** for the Government's evaluation. **Otherwise, no mark will be given to the Tenderer for the Assessment Criterion (A3) under Stage III of Marking Scheme.** To facilitate verification by the Government, the Tenderer shall **submit supporting documents or other documentary evidence** (where applicable) **before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request.**

Table C – Customer Services Plan

Aspects to be covered	Details to be provided by the Tenderer
● Procedures for handling booking requests, enquiries and complaints	
● Management of physical counters, on-site logistical arrangement (e.g. assignment of passengers to vehicles) and crowd control	
● Quality assurance plan to ensure the passengers are boarding the right vehicle and getting off at the right destination, together with their baggage	

- Notes: (1) Please use separate sheet(s) if the space above is inadequate.
(Please mark "Table C – Customer Services Plan" at the top of each separate sheet to indicate the relevant table to which the proposals belong.)
- (2) All practicable and effective proposals included in the proposed Customer Services Plan submitted by the successful Tenderer in Assessment Criterion (A3) under Stage III of the Marking Scheme shall form part of the Contract.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

7. Details of Information System

[Please refer to Paragraph 20(c)(iv) of the Terms of Tender (Supplement) and the Attachment to the Marking Scheme.]

Tenderers **shall** provide in Table D below the details of the Information System **before the Tender Closing Time** for the Government's evaluation. **Otherwise, no mark will be given to the Tenderer for the Assessment Criterion (A4) under Stage III of Marking Scheme.** To facilitate verification by the Government, the Tenderer shall **submit supporting documents or other documentary evidence** (where applicable) **before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request.**

Table D – Information System

(Note: The Information System is an essential requirement under Clause 4.3.8 of the Service Specifications. The Tenderer shall propose specifications in excess of the requirements in the table below.)

Aspects to be covered	Details to be provided by the Tenderer
● Proposed design of the Information System to demonstrate system compatibility and flexibility to facilitate communication among different parties concerned	
● Proposed design of the Information System to demonstrate effectiveness for ensuring data accuracy	
● Quality assurance plan to ensure system security for data protection	
● Proposed design of the Information System to demonstrate effectiveness of automated tools to ensure the speedy transmission of data	

Notes: (1) Please use separate sheet(s) if the space above is inadequate.

(Please mark "Table D – Information System" at the top of each separate sheet to indicate the relevant table to which the proposals belong.)

- (2) All practicable and effective proposals included in the proposed Information System submitted by the successful Tenderer in Assessment Criterion (A4) under Stage III of the Marking Scheme shall form part of the Contract.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

8. Details of Contingency Plans

[Please refer to Paragraph 20(c)(v) of the Terms of Tender (Supplement) and the Attachment to the Marking Scheme.]

Tenderers **shall** provide in Table E below the details of the Contingency Plans **before the Tender Closing Time** for the Government's evaluation. **Otherwise, no mark will be given to the Tenderer for the Assessment Criterion (A5) under Stage III of Marking Scheme.** To facilitate verification by the Government, the Tenderer shall **submit supporting documents or other documentary evidence** (where applicable) **before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request.**

Table E – Contingency Plans

Aspects to be covered	Details to be provided by the Tenderer
<ul style="list-style-type: none"> ● Proposal for handling sudden influx of Quarantine Guests as mentioned in Clause 4.6.1(a) and (b) under the Service Specifications 	
<ul style="list-style-type: none"> ● Proposal for dealing with disruption of services due to unavailability of assigned vehicles and staff 	

- Notes: (1) Please use separate sheet(s) if the space above is inadequate. (Please mark "Table E – Contingency Plans" at the top of each separate sheet to indicate the relevant table to which the proposals belong.)
- (2) All practicable and effective proposals included in the proposed Contingency Plans submitted by the successful Tenderer in Assessment Criterion (A5) under Stage III of the Marking Scheme shall form part of the Contract.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

9. Innovative Suggestions

[Please refer to Paragraph 20(c)(vi) of the Terms of Tender (Supplement) and Attachment to the Marking Scheme.]

Tenderers **shall** provide in Table F below the Innovative Suggestions **before the Tender Closing Time** for the Government's evaluation. **Otherwise, no mark will be given to the Tenderer for the Assessment Criterion (A6) under Stage III of the Marking Scheme.** To facilitate verification by the Government, the Tenderer shall submit **documentary evidence with its tender** to prove the effectiveness and practicability of its proposed Innovative Suggestion(s) **before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request** at the Government's discretion. Except for factual documentary evidence existing prior to the Tender Closing Date (e.g. test reports/certificates) which may be provided upon request by the Government, any other additional proposals not contained in the tender submission but provided by the Tenderer after the Tender Closing Time will not be taken into account in the evaluation. All proposed Innovative Suggestion(s) will be assessed on the basis of the proposals provided in the tender submissions and factual documentary evidence provided by the Tenderers. Further instructions on completing this Table F and submission of Innovative Suggestions are set out in Notes 1(a) to (g) at the end of the Attachment to the Marking Scheme.

Table F - Innovative Suggestions

No.	Details of Innovative Suggestions to be implemented by the Tenderer

- Notes: (1) Please use separate sheet(s) if the space above is inadequate. (Please mark "Table F - Innovative Suggestions" at the top of each separate sheet to indicate the relevant table to which the proposals belong.
- (2) Please refer to Notes (1) of the Attachment to Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender (Supplement) for details of proposals required in respect of the Innovative Suggestions.
- (3) All Accepted Innovative Suggestions shall form part of the Contract.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 4 - Information Schedule

(To be completed and returned together with the tender submission)

10. Years of Experience

[Please refer to Paragraph 20(c)(vii) of the Terms of Tender (Supplement) and Attachment to the Marking Scheme.]

Tenderers **shall** provide in Table G below the Years of Experience **before the Tender Closing Time** for the Government's evaluation. **Otherwise, no mark will be given to the Tenderer for the Assessment Criterion (B1) under Stage III of the Marking Scheme.** To facilitate verification by the Government, the Tenderer shall submit **documentary evidence with its tender** to prove the years of experience **before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request** at the Government's discretion. Further instructions on completing this Table G and the submission of documentary proofs are set out in Notes 2(a) to (f) at the end of the Attachment to the Marking Scheme.

Table G – Years of Experience

Years	Brief description of services

- Notes: (1) Please use separate sheet(s) if the space above is inadequate. (Please mark "Table G – Years of Experience" at the top of each separate sheet to indicate the relevant table to which the proposals belong.
- (2) Please refer to Notes (2) of the Attachment to Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender (Supplement) for details of proposals required in respect of the Years of Experience.

Name of Tenderer: _____

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 5 - Non-collusive Tendering Certificate

(To be completed and returned together with the tender submission)

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-2 (January 2022).

To: the Government

Dear Sir/Madam,

Non-collusive Tendering Certificate

1. I/We, (name of the Tenderer) _____ of
(address(es) of the Tenderer(s)) _____

refer to the Government’s invitation to tender for the Contract (“Invitation to Tender”) and my/our Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender 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, any Tender;
 - iv) an intention or decision to withdraw any Tender;
 - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
 - vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 5 - Non-collusive Tendering Certificate

(To be completed and returned together with the tender submission)

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our 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) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our 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;
 - (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; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Consequences of breach or non-compliance

4. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 29.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 29.3 to 29.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

**Provision of Transportation Services for Quarantine Guests
of the Designated Quarantine Hotel Scheme**

Schedule 5 - Non-collusive Tendering Certificate

(To be completed and returned together with the tender submission)

5. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Signed by the Tenderer / Signed by an
authorised signatory for and on behalf of :
the Tenderer

Name of the authorised signatory (where :
applicable)

Title of the authorised signatory (where :
applicable)

Date :

Schedule 6 - Completeness Check Schedule

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-2 (January 2022).

The Tenderer is requested to check and ensure that all of the following proposals, documents and information are submitted with its Tender.

Part A

The Tenderer shall note Paragraph 3.3 of the Terms of Tender and Paragraph 5 of the Terms of Tender (Supplement) that failure to submit any of the proposals, documents and information as stipulated therein (viz., items (a) to (d) specified below) before the Tender Closing Time will lead to the Tender not being considered further.

Please check the box below to confirm that the item specified opposite is indeed submitted.

- (a) In the case of Paper-based Tendering, an Offer to be Bound set out in Part 4 of the Tender Form (English or Chinese version) containing an original signature by or on behalf of the Tenderer. Please note that retyping Part 4 of the Tender Form for submission is not permitted. Part 4 of the Tender Form shall be the actual form as obtained from the Government or a printed copy of the soft copy obtained from the Government or a photocopy of any such form.
- (b) (For Electronic Tendering) The box signifying the Tenderer’s agreement with Part 4 “Offer to be Bound” of the Tender Form must have been checked.
- (c) The quotation of (i) one lump sum Monthly Rate for the Regular Services in paragraph (a) of Part A of Schedule 1 (Price Schedule); (ii) one common unit rate for the provision of the type of On-demand Services which is item (i) in paragraph (b) of Part A of Schedule 1 (Price Schedule); and (iii) one common unit rate for the provision of those types of On-demand Services which are items (ii) to (v) in paragraph (b) of Part A of Schedule 1 (Price Schedule).
- (d) The Vehicle registration number of the Vehicles offered in column (4) of Tables A1, B1 and C1 of Schedule 2 (List of Vehicles Offered).

Part B

In addition to the documents and/or information specified in Part A above, the Tenderer shall note Paragraph 3.4 of the Terms of Tender and Paragraph 6 of the Terms of Tender (Supplement) that failure to submit any of the proposals, documents and information as stipulated therein (viz., items (e) to (l) specified below) before the Tender Closing Time or within the time specified upon subsequent request of the Government, which may be made pursuant to Paragraph 12.1 of the Terms of Tender, after the Tender Closing Time will lead to the Tender not being considered further (but subject to the proviso as mentioned at the beginning of Paragraph 6 of the Terms of Tender (Supplement)).

Please check the box below to confirm that the item specified opposite is indeed submitted.

Schedule 6 - Completeness Check Schedule

- (e) For each of the Vehicles offered in any Table in Schedule 2 (List of Vehicles Offered) where the vehicle registration number has been provided in column (4): all information required in any Table of Schedule 2 (List of Vehicles Offered) other than (i) the information in column (4); and (ii) the information required in columns (7) to (9) for offered Vehicles in Tables C1, C2 and D3 which should be submitted under item (p) of Part C below.
- (f) For each of the Vehicles offered in any Table in Schedule 2 (List of Vehicles Offered) where the vehicle registration number has been provided in column (4): copies of (i) all vehicle licences issued in the name of the Tenderer or, if applicable, those member(s) of the same group of companies to which the Tenderer belongs; (ii) vehicle passenger licences/hire car permits issued in the name of the Tenderer or, if applicable, those member(s) of the same group of companies to which the Tenderer belongs; (iii) Seat Belt Confirmation (as defined in note 3 at the end of Annex A to the Service Specifications) for each of the offered Vehicles listed in Schedule 2 (List of Vehicles Offered); and (iv) the confirmation document(s) issued by the member(s) of the same group of companies to which the Tenderer belongs that it/they will make available to the Tenderer the relevant Vehicle(s) for the performing Services under the Contract, if applicable. Each confirmation document shall be accompanied with documentary evidence to prove that the company is under the same group with the Tenderer, if applicable.
- (g) All information required in Schedule 3(Compliance Schedule).
- (h) All information as required in paragraphs 1 to 3 of Schedule 4 (Information Schedule);
- (i) A certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be) (see Paragraph 7.1(j) of the Terms of Tender).
- (j) The contact details of the Tenderer required in part (2) in the Appendix to the Terms of Tender (see Paragraph 14.1 of the Terms of Tender).
- (k) (Applicable to Paper-based Tendering only) the signed Schedule 5 (Non-collusive Tendering Certificate) (see Paragraph 29.2 of the Terms of Tender).
- (l) In case the Information System as specified in Clause 4.3.8 under the Service Specifications is not to be developed by the Tenderer using its own in-house resources, the Tenderer shall provide supporting document(s) to prove that it has lined up an IT contractor to develop the Information System.

Schedule 6 - Completeness Check Schedule

Part C

Other than the documents and/or information specified in Part A and Part B above, the Tenderer shall note Paragraph 3.5 of the Terms of Tender that the Government reserves the right to seek submission of the documents and/or information as stipulated therein (viz., items (m) to (r) specified below) under Paragraph 12.1 of the Terms of Tender or evaluate the Tender on an “as is” basis.

Please check the box below to confirm that the item specified opposite is indeed submitted.

- (m) Other information required in the Price Schedule in addition to the ones mentioned in item (c) above including without limitation the weekly quotation for setting up and operating a service counter at land border control point.

- (n) A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent document issued by the authority of the place of business of the Tenderer (see Paragraph 7.1(e) of the Terms of Tender).

- (o) (If the Tenderer is a company) A copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any); or the equivalent documents issued by the authority of the place of incorporation of the Tenderer if the Tenderer was not incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance) (see Paragraph 7.1(f) of the Terms of Tender).

- (p) If and to the extent any Electric Vehicle is offered in Tables C1, C2 and/or D3, the information required in columns (7) to (9) for offered Vehicles in these Tables of Schedule 2 (List of Vehicles Offered).

- (q) Other information required in paragraphs 4 to 10 of Schedule 4 (Information Schedule) in additional to the ones mentioned in item (h) above.

- (r) Annex A to the Terms of Tender - Part I - Method of providing the Contract Deposit.

Name of Tenderer: _____

Date: _____

Name of Tenderer: _____

Date: _____

Part I

Method of providing the Contract Deposit

If the Contract is awarded to us, we shall pay the Government the Contract Deposit *in cash/by way of a banker's guarantee.

* Delete as appropriate.

N.B.: If a Tenderer does not complete this Part, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.

Guidelines for Electronic Tendering

This Tender Document identified as FHB/F/10/3 (2) consists of the following soft file(s) with a '√' in the 'File Extension' column and should be opened in the sequence as specified:

<u>Sequence</u>	<u>File Name</u>	<u>File Extension</u>	
		[.pdf] (For Viewing - See Note (a))	[.docx] (For Completion of Offer - See Note (b))
1	Tender Form - Tender Form (English Version) Page 2 of 2 - Tender Form (中文版) Page 2 of 2	✓ - -	- ✓ ✓
2	Interpretation, Terms of Tender and General Conditions of Contract (Ref. No. BD-TERMS-2 January 2022))	✓	-
3	Interpretation (Supplement)	✓	-
4	Terms of Tender (Supplement)	✓	-
5	Appendix to the Terms of Tender (Supplement) - Contact Details	✓	✓
6	Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender (Supplement) and its Attachment	✓	-
7	Annex B (Reply Slip for Tender Briefing Session)	✓	✓
8	Special Conditions of Contract	✓	-
9	Service Specifications and its Annexes A and B and its Appendices A and B	✓	-
10	Schedule 1 (Price Schedule)	✓	✓
11	Schedule 2 (List of Vehicles Offered)	✓	✓
12	Schedule 3 (Compliance Schedule)	✓	✓
13	Schedule 4 (Information Schedule)	✓	✓
14	Schedule 5 (Non-collusive Tendering Certificate)	✓	✓
15	Schedule 6 (Completeness Check Schedule)	✓	✓
16	Annex A to the Terms of Tender – Part I (Method of Providing the Contract Deposit)	✓	✓

- Notes: (a) File with “.pdf” extension is for viewing and should be opened with Acrobat Reader 9.0 or later version which can be downloaded free of charge from the following website: <http://www.adobe.com>.
- (b) File with ".docx" extension is for completion of offer and should be opened with Microsoft Office Word 2010 or later version for Windows. You may make copies of these files to complete your offer for tender submission through the e-Tender Box, where appropriate.
- (c) **Please complete the Tender Form, Schedule 1 (Price Schedule), Schedule 2 (List of Vehicles Offered), Schedule 3 (Compliance Schedule), Schedule 4 (Information Schedule), Schedule 5 (Non-collusive Tendering Certificate), Schedule 6 (Completeness Check Schedule), Appendix to the Terms of Tender (Supplement) – Contact Details and Annex A to the Terms of Tender (Method of Providing the Contract Deposit), and send them back together with your tender submission.**
- (d) Please also refer to the user guide of e-Tender Box at the following website: <http://pcms2.gld.gov.hk>.