

PART A

NOTES FOR TENDERER

1 Background

- 1.1 The Hong Kong Wetland Park (HKWP) project is a millennium capital works project designated by the Government of the Hong Kong Special Administrative Region (the Government). The primary objective of the HKWP is to create a visitor attraction of international status, catering both for the general public and visitors, and also for those with special interest in wildlife and ecology. The HKWP was opened to the public on 20 May 2006.
- 1.2 The Government (the Landlord) plans to grant a tenancy of the Souvenir Shop of the HKWP (the Shop) for a fixed term of 24 months.
- 1.3 The tender documents are identified as (Tender Ref. AFCD/WP/02/06) and consist of the following parts:
- (i) Part A - Notes for Tenderer;
 - (ii) Part B - Terms of Tender ;
 - (iii) First Schedule, Second Schedule, Third Schedule, Seventh Schedule;
 - (iv) Part C - Form of Tender;
 - (v) Part D - Tenancy Agreement (with Fourth Schedule - Special Conditions attached);
 - (vi) Appendix I;
 - (vii) Appendix II;
 - (viii) Appendix III (to be inserted as the Fifth Schedule of the Tenancy Agreement), and
 - (ix) Appendix IV (to be inserted as the Sixth Schedule of the Tenancy Agreement).

(Throughout the tender documents, references to “Notes for Tenderer”, “Terms of Tender”, “First Schedule”, “Second Schedule”, “Third Schedule”, “Fourth Schedule”, “Fifth Schedule”, “Sixth Schedule”, “Seventh Schedule”; “Form of Tender”, “Tenancy Agreement”, “Special Conditions”, “Appendix I”, “Appendix II”, “Appendix III” and “Appendix IV” or Part A, B, C or D shall respectively mean the above documents.)

2. Invitation to Tender

- 2.1 Tenders are invited for a tenancy of the premises (the Premises) more particularly set out in the First Schedule and Second Schedule subject to and in accordance with these Notes for Tenderer, Terms of Tender set out in Part B, Form of Tender set out in Part C, the Tenancy Agreement set out in Part D and the Special Conditions set out in the Fourth Schedule hereof.

3. Tender Preparation

- 3.1 All Tender Documents must be completed and submitted in accordance with the “Lodging of Tender” in paragraph 7 below.
- 3.2 Tender must be completed in English or Chinese and in ink or typescript and in **TRIPLICATE** with all necessary information including documentary evidence which are necessary for tender evaluation.
- 3.3 Tenderers are required to complete the following in the tender documents -
- | | | | |
|-----|---------------------------|---|-------------------------|
| (a) | Form of Tender | - | Part C |
| (b) | Tenancy Agreement | - | Part D |
| (c) | First Schedule | - | Monthly Fee |
| (d) | Third Schedule | - | Suggested prices list |
| (e) | Proforma 1 in Appendix II | - | Background of Tenderer |
| (f) | Proforma 2 in Appendix II | - | Information of Tenderer |
- 3.4 Tenders may be excluded from consideration if complete information is not given with the tender or if any particulars and data asked for **in paragraphs 3.1 to 3.3** are not furnished in full.

4. Mandatory Requirements

Tenderer who has submitted a Proposal fail to meet any one of the following mandatory requirements will be disqualified and will not be considered further in the evaluation process:

4.1 Background and Experience

Tenderers must have at least two (2) year's experience in running retail business during the past 10 years. **Tenderers shall provide documentary proof to substantiate their claim of relevant experience and at least one (1) client's reference for assessment purpose. Tenders will not be considered if any or all of the aforesaid**

documents are not provided. The closing date of this tender will be the cut-off date for calculation of years of experience.

4.2 A tender will not be considered if during a period of 12 months immediately preceding the Tender Closing Date, the Tenderer has been convicted of any offence under the following Ordinances –

- (i) the Employment Ordinance (Cap. 57) and/or the Employees' Compensation Ordinance (Cap. 282) convictions of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221);
- (ii) Section 17I(1) of the Immigration Ordinance (Cap. 115);
- (iii) Section 89 of the Criminal Procedure Ordinance (Cap. 221) and Section 41 of the Immigration Ordinance (Cap. 115);
- (iv) Section 38A(4) of the Immigration Ordinance (Cap. 115); and
- (v) Sections 7, 7A and 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485).

In connection with this Clause 4.2, the Tenderer shall submit with the tender a statement of either all convictions under the Employment Ordinance, and/or Employees' Compensation Ordinance, the Immigration Ordinance, Criminal Procedure Ordinance, Mandatory Provident Fund Schemes Ordinance and the dates of all such convictions during the 12-month period prior to the Tender Closing Date or a statement of "no conviction". The statement shall be submitted in respect of the Tenderer, each company participating in the partnership or unincorporated joint venture, or each company holding the share of the incorporated joint venture, as applicable. The statement shall be certified by an authorized person of the Tenderer who is duly authorized by the Tenderer to execute contracts with the Government. Tenderer's convictions of the relevant offence will be considered in the tender evaluation unless such conviction has been quashed by a higher court before the tender evaluation is considered. If the Tenderer which has been awarded the Contract is found to have made false declaration or untruthful revelation in, including but not limited to, its record of convictions of offences under the Employment Ordinance, Employees' Compensation Ordinance, Immigration Ordinance, Criminal Procedure Ordinance and Mandatory Provident Fund Schemes Ordinance, the Government may, without prejudice to any other rights which it has or may have, terminate forthwith the Contract;

4.3 All Tenderers must forward with their tender a Banker's Draft/Cashier's Order for the amount of the first month's Monthly Fee payable to the Government of the Hong Kong Special Administrative Region as Tender Deposit. The Tender Deposit shall be forfeited if Tenderer fails or refuses to carry out his tender should such tender be accepted. The Tender Deposit will be refunded to unsuccessful tenderers after the commencement of Tenancy Agreement entered into between the Government and the Successful Tenderer but the Tender Deposit of the Successful Tenderer will be transferred to the Tenancy Agreement as payment of the first month's Monthly Fee. **Tenders which are not accompanied by a deposit receipt will not be considered and will be rejected.**

4.4 Tenderers must complete and provide the information required in **Appendix II** in their submission of technical information for evaluation of the tender. Tenderers must also submit with their tenders the plans as described in **Proforma 2** in Appendix II, including: i) facilities and decoration plan, ii) merchandise plan, iii) marketing plan for promoting the image of the HKWP, iv) marketing plan for promoting the sale of consignment items, v) operation and staff plan and vi) customer services plan.

5. First Schedule

5.1 Tenderers are required to state in the First Schedule and Form of Tender the Monthly Fee (exclusive of all rates, taxes, fees, charges, assessments, duties, impositions and outgoings whatsoever now or hereafter imposed or charged by lawful authority in respect of the Shop or any part thereof) he is prepared to offer to the Landlord for the tenancy of the Premises. The amount of Monthly Fee offered by the Successful Tenderer will be inserted in the First Schedule of the Tenancy Agreement.

5.2 The First Schedule issued with this tender must not be altered by the Tenderer. Any modification of the First Schedule considered necessary by the Tenderer should be the subject of a separate letter accompanying the tender and any alteration should be made in ink and initiated by the Tenderer.

6. Appendix III and Appendix IV

6.1 The information set out in Appendix III will be inserted into the Fifth Schedule of the Tenancy Agreement and list of furniture and equipment provided by Landlord at Appendix IV will be inserted into the Sixth Schedule of the Tenancy Agreement.

7. Lodging of Tender

7.1 A two-envelope system is adopted by this tender exercise. Tenderers are required to submit the Technical Proposal and the Fees Proposal **separately in two sealed envelopes**: -

(a) **Envelope A** – Contains Technical Proposal including:

- Proforma 1 in Appendix II;
- Proforma 2 in Appendix II;
- the Third Schedule; and,
- photocopies of other relevant documents required under this tender to prove the Tenderer's background, experience and qualifications in the business.

All documents should be fully completed, signed, stamped with the company chop and dated, properly packed, sealed in a plain envelope labelled **“Technical Proposal for the Tenancy of the Souvenir Shop of the Hong Kong Wetland Park”**.

(b) **Envelope B** – Contains Fees Proposal including:

- Form of Tender;
- Tenancy Agreement; and,
- the First Schedule.

All documents should be fully completed, signed, stamped with the company chop and dated, properly packed, sealed in a plain envelope labelled **“Fees Proposal for Tenancy of the Souvenir Shop of the Hong Kong Wetland Park”**.

7.2 The **two sealed envelopes** are in turn to be contained in one sealed plain envelope labelled “Tender for Tenancy of Premises known as Souvenir Shop at Hong Kong Wetland Park” with the tender reference and addressed to the Chairman, Government Logistics Department Tender Opening Committee. Tender must be deposited in the Tender Box of the Government Logistics Department situated at the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong **before 12:00 noon on Monday, 13 November 2006.**

7.3 No outside part of any of the above envelopes should bear any indication which may relate the Tenderer to the Tender.

7.4 Late tender will not be accepted.

8 Tenderer's Response to Landlord's Enquiries

- 8.1 In the event that the Landlord determines that clarification of any tender is necessary, it will advise the Tenderer accordingly indicating whether the Tenderer should supplement his tender. Each Tenderer shall thereafter within seven (7) working days or such period as specified in the request for clarification submit such information in the manner as requested by the Government Representative. Tenders may not be considered if complete information is not provided as required.

9 Selection of Tender

- 9.1 Tenderers shall note the mandatory requirements in paragraph 4 above and Appendix I and the marking scheme specified in the Appendix I and must provide the information required in the Proforma 1 and 2 of Appendix II and the Third Schedule for evaluation of the tender.
- 9.2 Failure to comply with the requirements specified in the above paragraph 9.1 will render the tender invalid.
- 9.3 Tenders are to be evaluated according to the evaluation criteria and marking scheme specified in Appendix I.
- 9.4 Tenders will be weighted for non-revenue criteria (Technical Proposal) and revenue criteria (Fees Proposal) under the marking scheme in Appendix I. The non-revenue criteria give a weight of 30%, as against the weight of 70% for the revenue criteria. Tender with the highest combined price and quality score will normally be recommended.

10. Award of Tenancy Agreement

- 10.1 The Successful Tenderer will receive a Letter of Acceptance issued by the Landlord by fax or by post prior to the receipt of the duplicate copy of the Tenancy Agreement with the Tenancy Agreement duly signed by both the Landlord and the Tenant in accordance with paragraph 2 of the Terms of Tender. The Letter of Acceptance shall constitute a binding contract.

- 10.2 Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.

11 Tender to Remain Open

- 11.1 Tender submitted shall remain valid and open for acceptance on those terms for not less than 180 days after the Tender Closing Date.

- 11.2 If before the expiry of the agreed validity period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action and this may well prejudice its future standing as a Government contractor/tenant.

- 11.3 Documents of unsuccessful tenderers will be destroyed three months after the award of tender.

12. Cost of Tender

- 12.1 Tenderer shall submit its tender proposals at its own cost and expenses. The Government will not be liable for any costs and expenses whatsoever incurred by the Tenderer in connection with the preparation or submission of its tender or in any related communication with the Government, whether before, on or after the Tender Closing Date.

13. Saving

- 13.1 The Landlord is not bound to accept the highest or any tender.

14. Communications during the Tender Process

- 14.1 All enquiries or requests for further information or for clarification of the Tender (or any other documents issued in connection with the Tender Process) shall be submitted prior to lodgement of the Proposal in writing and addressed to Agriculture, Fisheries and Conservation Department through the Project Coordinator, General Manager/ Wetland Park, by fax: (852) 2314 2802.

- 14.2 Written responses may be made available to all Tenderers known to be in receipt of the Tender Documents without identifying the person or organisation having

submitted the question. Where questions do not relate to the Tender, or are not of a general nature, or relate to proprietary aspects of Proposals, Tenderers must identify these questions as such. If in the opinion of the Project Coordinator the questions are not proprietary he will advise the relevant Tenderer of that opinion. The Tenderer which has submitted the question then has the option to ask for a response from the Project Coordinator knowing that the question and the response will be circulated to all Tenderers or to request that the question be withdrawn.

- 14.3 After lodging a tender with the Government, the Tenderers shall not attempt to initiate any further contact, whether direct or indirect, with the Government on their Proposals or these tender documents. The Government shall have the sole right to initiate any such further contact with any Tenderers.

15. Complaints about Tendering Process or Award of Tenancy Agreement

The tendering process is subject to internal monitoring to ensure that the Tenancy Agreement is awarded properly and fairly. Any Tenderer who feels that his offer has not been fairly evaluated may write to the Director of Agriculture, Fisheries and Conservation who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if it relates to the tendering system or procedures followed. The Tenderer shall lodge the complaint before disposal of documents of unsuccessful Tenderers which shall be within 3 months after the award of the Tenancy Agreement.

16. Briefing Session and Site Visit

- 16.1 A tender briefing session will be held on **Tuesday, 31 October 2006, at Hong Kong Wetland Park, Tin Shui Wai, N.T.**, which will be followed by a site visit of the HKWP. All Tenderers who wish to submit a bid in this tender are strongly recommended to attend this briefing session and the site visit. Tenderers who would like to attend the briefing session and/or the site visit should complete and return the registration form as detailed in Annex A1 hereof.
- 16.2 Each tenderer may nominate not more than two representatives for the briefing session and the site visit.

17. Intended Timetable

17.1 The HKWP Project is being conducted in accordance with the following program:

| Activity | Date (Tentative) |
|---|-------------------------|
| Issue of Tender | 20 October 06 |
| Tender briefing and site visit | 31 October 06 |
| Tender closing time | 13 November 06 |
| Tentative signing of the Tenancy Agreement (s) for the grant of tenancy | Late November 06 |
| Intended commencement of operation of Business | Early December 06 |

17.2 The dates specified above in paragraph 17.1 are subject to change. The exact dates will be as provided in the Tenancy Agreement to be signed between the Landlord and the Successful Tenderer(s).

Annex A1 Registration Form for Briefing Session and Site Visit

To: Wetland Park Manager/Reserve
Hong Kong Wetland Park
Agriculture, Fisheries and Conservation Department
Wetland Park Road, Tin Shui Wai,
New Territories
Fax: (852) 3152 2668

Details of the Briefing Session and Site Visit:

Date : 31 October 2006
Time : 10:00 a.m. - 11:30 a.m.
Venue : Hong Kong Wetland Park Visitor Centre,
 Wetland Park Road, Tin Shui Wai, Hong Kong

Please check the box(es) as appropriate and fill in the required information.

The following person(s) from our company/organisation will attend the Briefing Session and Site Visit..

| Name | Post title |
|-------------|-------------------|
| (1) _____ | _____ |
| (2) _____ | _____ |

Signature : _____

Name : _____

Post title : _____

Company/Organisation : _____

Telephone no. : _____

Fax no. : _____

E-mail address : _____

Date: _____