

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT
TENDER FOR THE PROVISION OF SERVICES**

Tender Ref. : AFCD/GP/01/21

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 "AFCD/GP/01/21 -- Tender for the Provision of Services on Centre Operation and Guided Tours at Hong Kong UNESCO Global Geopark Volcano Discovery Centre"

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department
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 11 March 2021 (date). 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 "BD-TERMS-2 (April 2020)" is available for viewing and downloading from the following website: < <https://pcms2.gld.gov.hk/iprod/#/ssm10701> >.

Copies of the Standard Tender Terms and General Conditions of Contract 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-<http://www.gld.gov.hk>)

PART 3 – SPECIAL CONDITIONS OF CONTRACT

Attached to this Tender Form.


PART 3A – SERVICE SPECIFICATIONS

Attached to this Tender Form.

PART 3B – SCHEDULES AND ANNEXES

Attached to this Tender Form.

Dated this 19th day of February 2021


(CHAN Yu-nam)
Government Representative

PART 4 — OFFER TO BE BOUND

1. Having read the Tender Document, 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 :

.....

.....

.....

.....

NOTES FOR TENDERERS

Tenderers shall read this Tender Document carefully prior to submitting their tenders. Any tender which fails to comply with the requirements contained herein may render the tender invalid.

1. Tender Document

This Tender Document identified as AFCD/GP/01/21 consists of the followings:

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2. Use of Two Envelopes in Submission of Tender

A Tenderer shall submit, in the following manner, its completed Tender together with all information and documents required under the Tender Document or relevant to its Tender in accordance with the terms of the Tender Document before the Tender Closing Time. A Tender not so submitted (for example, a Tender submitted by e-mail or facsimile) will not be considered:

- (a) A complete list of all proposals, documents and information which are required to be submitted is set out in Schedule 1 – Completeness Check Schedule. A tender submitted by a Tenderer should comprise the Technical Proposal in one envelope and the Price Proposal in another envelope. For the Technical Proposal, Tenderers must complete (if applicable) and submit the following documents together with all necessary information including documentary evidence **in triplicate**:

Part 4 of the Tender Form	Offer to be Bound;
Schedule 4	Information Schedule, together with: (i) A photocopy of the current Memorandum and Articles of Association and Certificate of Incorporation of the Tenderer or other equivalent documents showing the business status of the Tenderer; (ii) A photocopy of the Tenderer's current Business Registration Certificate. The Certificate should bear a machine printed line to show that full registration fee has been effected; and (iii) Non-Collusive Tendering Certificate (Appendix I in Schedule 4).
Appendix to Terms of Tender	(i) Contact Details (ii) Method of providing the Contract Deposit (Part I in Annex A)
Schedule 5	Management and Operation Plan, Guided Tours Plan, and Innovation Plan
Schedule 6	Experience of Tenderer and Nominated Staff, together with: (i) Employment records in relevant fields; (ii) Documentary evidences to substantiate the relevant past experience.

- (b) The Price Schedule in Schedule 3 **in triplicate**.
- (c) Completed tender document should be submitted separately in two sealed envelopes as follows:
- (i) The Technical Proposal (i.e. all the information and documents specified in Clause 2(a) above) should be enclosed in sealed envelope clearly marked **“Tender Reference: AFCD/GP/01/21 - Tender for the Provision of Services on Centre Operation and Guided Tours at Hong**

Kong UNESCO Global Geopark Volcano Discovery Centre - Technical Proposal”.

- (ii) The Price Proposal (i.e. Price Proposal in Schedule 3) should be enclosed in another sealed envelope clearly marked **“Tender Reference: AFCD/GP/01/21 - Tender for the Provision of Services on Centre Operation and Guided Tours at Hong Kong UNESCO Global Geopark Volcano Discovery Centre – Price Proposal”**; and
- (iii) The Technical Proposal and the Price Proposal should then be put into one single large sealed envelope clearly marked **“Tender Reference: AFCD/GP/01/21 - Tender for the Provision of Services on Centre Operation and Guided Tours at Hong Kong UNESCO Global Geopark Volcano Discovery Centre”** without bearing any reference to the identity of the Tenderer, and addressed to the Chairman, Government of Logistics Department Tender Opening Committee. Tender must be deposited in the Tender Box of the Government Logistics Department in accordance with the requirements of the Lodging of Tender of the Tender Form.

3. Tender Evaluation

- (a) The Government will use the Marking Scheme as set out in Annex B of this Tender Document to assess the tenders. The weightings of Technical Score and Price Score are 70% and 30% respectively. Before submitting their tenders, Tenderers are advised to note the following steps to be adopted for tender evaluation:

- (i) Stage 1 – Completeness Check on the Tender Offers Submitted
Technical proposal of all tenders will be checked to ensure completeness of tender submission. Only those tenders which pass the completeness check will proceed to Stage 2 – Technical Assessment. A tenderer who failed to submit the duly completed documents required in Paragraph 2(a) above by the Tender Closing Time may, at the absolute discretion of Government, render a tender non-conforming and not to be further considered. However, a Tenderer should note that **its tender will not be considered further if, by the Tender Closing Date, the Tenderer fails to submit:**
 - (i) a duly signed “Offer to be Bound”; and
 - (ii) Schedule 5 - Management and Operation Plan, Guided Tours Plan, and Innovation Plan.

- (iii) Stage 2 – Technical Assessment

The Technical Score of conforming tenders will be assessed in accordance with the criteria set out in the Marking Scheme. Tenderers should note the passing mark of individual criteria for this stage of evaluation. Any tender failing to score the passing mark of any of the individual criteria in this stage will not be considered or evaluated further.

(iv) Stage 3 – Price Assessment

The price information of tenders that have passed Stage 2 – Technical Assessment will be assessed according to the formula stated under “Stage 3 – Price Assessment” of the Marking Scheme.

(v) Stage 4 – Calculation of Combined Score

The combined score of the tenders which passed the Stage 2 – Technical Assessment will be calculated. Subject to other provision in these Terms of Tender, the Tender that has achieved the highest combined score will normally be recommended for acceptance.

- (b) Tender price will be assessed on the basis of the “Total Amount” quoted by the Tenderer in the Price Schedule in Schedule 3. Any prompt payment discount offered by a Tenderer in the Price Schedule in Schedule 3 will not be taken into consideration in the price assessment; except when there are more than one Tenderers attaining the same highest combined score, the Government would in such case take into account the greatest prompt payment discount by applying it on the price offers of such Tenderers.

4. Management and Operation Plan, Guided Tours Plan, and Innovation Plan

- (a) Tenderers shall submit with each tender a Management and Operation Plan, Guided Tours Plan and Innovation Plan showing the manner in which the methods of work by which the Tenderers propose to carry out the Contract. Detailed requirements of the plans are shown in Schedule 5. **If a Tenderer fails to submit any of these plans, its tender will not be considered further.**
- (b) Tenderers shall note that under Clause 6 of the Special Conditions of Contract in Part 3, the Government Representative shall be entitled to request from time to time amendment of the plans submitted by the Tenderer under Clause 6(a) of the Special Conditions of Contract to suit the needs and requirements of the Government Representative.

5. Sub-contracting Proposal

Tenderers should note that no sub-contracting proposal submitted during the tendering stage will be considered by the Government. The sub-contracting proposal will only be considered during the performance of the Contract when the Government finds that there is an emergency or a very special circumstance arising. The Contractor may pursue the application in accordance with the provision of Clause 24 of the General Conditions of Contract. Any tender containing a sub-contracting proposal will not be considered further.

6. Tender Briefing Session

A tender briefing session will be held from 10:00 a.m. to 11:30 a.m., on 2 March 2021 at Room 615, 6/F, Cheung Sha Wan Government Office 303 Cheung Sha Wan Road, Kowloon. All Tenderers who wish to submit a bid in this Tender are strongly recommended to attend this briefing session. Tenderers who would like to attend the briefing session should complete the reply slip attached at Schedule 2 and send it back to Geopark Officer/Planning (GP/P) to register (either via email: gp_p@afcd.gov.hk or fax: 2317 0482) on or before 26 February 2021. Each Tenderer may nominate not more than two representatives for the briefing session and site visit.

In case Black Rainstorm Warning Signal is in force or Tropical Cyclone Warning Signal No.8 or above or “extreme conditions after super typhoons” announced by the Government is in effect for any duration two (2) hours before the scheduled time for the briefing session, the briefing session scheduled on the relevant day will be cancelled and the briefing session will be postponed until further notice.

Any information given at the tender briefing session should not be taken as varying the information in the Tender Documents unless subsequently confirmed in writing.

7. Enquiries

Any enquiries from the Tenderer concerning the Tender Document up to the date of lodging its Tender with the Government shall be made in writing and shall be addressed to:

Geopark Officer / Planning
Geopark Division,
6/F, Cheung Sha Wan Government Offices,
303 Cheung Sha Wan Road
Shum Shui Po, Kowloon,
Hong Kong
(Fax No. : 2317 0482)

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Interpretation (Supplement)

1. In the Tender Document and the Contract, unless otherwise defined or the context otherwise requires, the following words and expressions shall bear the meanings as set out below-

“Authorised Officer”	means the officer(s) appointed from time to time by the Government Representative to be responsible for management of the Hong Kong UNESCO Global Geopark Volcano Discovery Centre;
“Commencement Date”	means the date of the Tender Acceptance issued by the Government under Paragraph 18 of the Terms of Tender;
“Contract Period”	means the period specified in Clause 1 of the Special Conditions of Contract subject to any extension or early termination as described in Clause 20 of the Special Conditions of Contract;
“the Contract” or “this Contract”	<p>means the contract made between the Government and the Contractor for the provision of services on Centre Operation and Guided Tours at the VDC on and subject to the terms and conditions set out in:</p> <p>(a) BD-TERMS-2 (April 2020) comprising: the “Tender Form” (G.F. 231), the “Interpretation”, the “Terms of Tender”; and the “General Conditions of Contract” downloadable from https://pcms2.gld.gov.hk/iprod/#/ssm10701;</p> <p>(b) this Interpretation (Supplement);</p> <p>(c) the Terms of Tender (Supplement);</p> <p>(d) the Special Conditions of Contract;</p> <p>(e) the Schedules including those submitted by the Tenderer as part of its tender for the Contract;</p> <p>(f) the Offer to be Bound as signed by the Contractor and forming part of this tender;</p> <p>(g) the tender acceptance referred to in Paragraph 18 of Terms of Tender;</p> <p>and the attachments to any of the above;</p>
“Contractor”	means the Tenderer whose tender for the Contract has been accepted by the Government and includes its personal representatives, successors-in-title and permitted assignees;
“Contractor Personnel”	means any one or more employee or employees of the Contractor who is/are deployed by the Contractor to perform the Services under the Contract;
“Deliverable”	means all the text, analyses, charts, computer disks, computer programs, software, compilations of data or

information, documents, designs, drawings, sketches, graphics, formulae, papers, working papers, plans, records, reports, materials, models, questionnaires, summaries, tables, tapes, video recordings, sound recordings and any other things or materials of whatsoever nature (tangible or intangible) created, designed, written, prepared, developed, made, supplied and/or produced by or on behalf of or for the Contractor in relation to the Services or pursuant to the provisions under this Contract or during the course of and/or for the purpose of the performance of this Contract (including but not limited to the provision of the Services) which are stored, presented or embodied in whatever media and whether in their completed forms or not (including but not limited to all drafts of any of the aforementioned items);

- “Department” or “AFCD”** means the Agriculture, Fisheries and Conservation Department;
- “Exhibition Staff”** means either part-time or full-time staff employed by the Contractor or volunteers to provide the Operation and VDC Guided Tour services as required by this Quotation document. Any person nominated by the Contractor as “Exhibition Staff” must fulfil the minimum requirements as specified in Clause 5(b) of the Service Specifications;
- “Counter Staff”** means either part-time or full-time staff employed by the Contractor or volunteers to provide the counter services as required by this Quotation document. Any person nominated by the Contractor as “Counter Staff” must fulfil the minimum requirements as specified in Clause 5(c) of the Service Specifications;

TERMS OF TENDER (SUPPLEMENT)

1. Invitation to Tender

- (a) For the purpose of this Invitation to Tender, electronic tendering as stated in Paragraphs 3.3 (a)(ii), 3.7(b) 3.10(b), 3.11(a)(ii)) of the Terms of Tender is not applicable to this tender.
- (b) A Tenderer must be a body corporate either incorporated or registered under the Companies Ordinance (Cap. 622) or the predecessor Ordinance. A tender submitted by a sole proprietor or an unincorporated body (including an unincorporated joint venture or consortium or partnership) will not be considered further.
- (c) Pursuant to Paragraph 1.8 of Terms of Tender, the Government's actual requirements may vary depending on the actual needs of the service and the successful Tenderer must accept any increase or decrease of the stated estimates.

2. Award of Contract

In addition to Paragraph 17 of Terms of Tender, the Government is not bound to consider an offer in the event of a claim, an allegation, or the Government having grounds to believe that any thing(s), service(s) or material(s) to be supplied, applied or recommended by a Tenderer under its Tender infringes or will infringe any Intellectual Property Rights or any other rights of any person.

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APPENDIX TO 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) Geopark Division,
Agriculture, Fisheries and Conservation Department
Hong Kong SAR Government

Address: 6/F, Cheung Sha Wan Government Office, 303 Cheung Sha Wan Road,
Sham Shui Po, Kowloon, Hong Kong

Attn: Geopark Officer / Planning

Facsimile Number: 2317 0482

- (2) the Tenderer/Contractor:

Address:

Attn:

Telephone Number:

Facsimile Number:

Email Address:

- (3) Process Agent (Clause 22 of General Conditions of Contract refers), for a Tenderer/Contractor incorporated, formed or established outside Hong Kong):

Address:

Attn:

Telephone Number:

Facsimile Number:

Email Address:

Annex A to the Terms of Tender

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/cheque/by way of a banker's guarantee in accordance with Paragraph 20 of the
Terms of Tender.

* 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 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) 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),

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 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 3
SPECIAL CONDITIONS OF CONTRACT
CONTENT

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PART 3

SPECIAL CONDITIONS OF CONTRACT

1. Contract Period

- (a) Subject to the other provisions of the Contract, this Contract shall be for a period of twenty-four (24) months for “Provision of Services on Centre Operation and Guided Tours at Hong Kong UNESCO Global Geopark Volcano Discovery Centre (VDC)”. The Contractor shall provide the Service to the Government for the period commencing on 15 July 2021 or the date of Tender Acceptance, whichever is the later.
- (b) The Government reserves the right to extend the Contract, subject to satisfactory performance of the Contractor, for a period up to an aggregate maximum of twelve (12) months as the Government deems fit on the same terms and conditions by giving notice to the Contractor no less than two (2) months before the expiry of the Contract. The extended Contract shall commence immediately after the expiry of the original Contract Period.
- (c) Upon the Government exercising its right to extend the Contract pursuant to Clause 2(b), the Contract shall be deemed to have been extended for the period mentioned in the notice given by the Government pursuant to Clause 2(b) on the same terms and conditions (including Clause 2(b)).
- (d) Notwithstanding anything herein to the contrary, the Government may without cause terminate the Contract (whether during the original Contract Period or the extended Contract Period) by serving at least three (3) months’ prior written notice on the Contractor to that effect.

2. Services to be Provided

- (a) The Contractor shall provide centre operation and guided tour services as set out in Part 3A – Service Specifications and other parts of the Contract during the Contract Period.
- (b) The Contractor shall fully co-operate with the Government Representative and comply with his instructions and directives on all matters relating to the Contract. The Contractor shall perform the Services in a manner fully and strictly in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative.

3. Contractor’s Acknowledgement

The Contractor acknowledges and agrees that -

- (a) it has been provided with sufficient information to enable it to provide the Services to the Government the Centre Operation and Guided Tour Services which complies fully with the Service Specifications and other parts of the Contract; and
- (b) it shall neither be entitled to any additional payment nor be excused from any

liability for satisfying any requirement stipulated under this Contract on the ground of any misinterpretation by the Contractor of any matter or fact relating to this Contract.

4. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that: –

- (a) the centre operation and guided tour shall comply with the Service Specifications and other parts of the Contract, and shall otherwise be to the satisfaction of the Government Representative;
- (c) it and each Contractor Personnel have the necessary training, skill, experience, qualification, expertise and up-to-date knowledge to provide the Services on the terms and conditions set out in the Contract;
- (d) it shall, through the Government Representative, keep the Government informed on all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (e) it shall comply with all applicable Laws of Hong Kong (including the Employment Ordinance (Cap. 57), Mandatory Provident Fund Schemes Ordinance (Cap. 485), Employee's Compensation Ordinance (Cap. 282) and Immigration Ordinance (Cap. 115)), enactments, orders, regulations, and other similar instrument in performing this Contract;
- (f) it undertakes not to employ illegal workers in the execution of this Contract. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government may, by notice in writing, terminate this Contract forthwith pursuant to Clause 15 of the General Conditions of Contract;
- (g) it has the full capacity and authority and all necessary licences, permits and consents to enter into and to perform its obligations under this Contract and any other documents to be entered into by it hereunder;
- (h) it shall comply with the reasonable requests of the Government and shall use its best endeavours to promote the interests of the Government;
- (i) this Contract is executed by a duly authorised representative of the Contractor;
- (j) this Contract constitutes valid, binding and enforceable obligations of the Contractor in accordance with its terms;
- (k) the execution and delivery of this Contract and the performance by the Contractor of its obligations hereunder will not:
 - (i) result in any breach of any provision of the Memorandum or Articles of Association or any other constitutional instruments of the Contractor;
 - (ii) result in a breach of, or constitute a default under, any instrument, agreement or arrangement to which the Contractor is bound; or

- (iii) result in a breach of any order, judgment or decree of any court or governmental agency to which the Contractor is a party or by which the Contractor is bound; and
- (l) all statements and representations made by the Contractor in relation to its tender and under this Contract from time to time in course of performing the Contract are true, complete and accurate.
- (m) the provisions of this Clause and Clause 4 of General Conditions of Contract shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

5. The Contractor's Facilities, Tools, Materials and Equipment

- (a) The Contractor shall provide all facilities, tools, materials and equipment necessary or reasonably required by the Government for safe, proper and efficient performance of the Services.
- (b) The Contractor shall provide the key Contractor Personnel with e-mail addresses, mobile phones, at the Contractor's own cost, and shall provide the Government with the contact information upon commencement of the Contract to ensure that the Government Representative can effectively contact the Contractor Personnel at all times during the Contract Period.
- (c) The Government shall not be liable for any loss of or damage howsoever caused to such facilities, tools, materials or equipment belonging to the Contractor and used for or in connection with performance of the Contract.

6. Modification and Review of the Management and Operation Plan, Guided Tours Plan, and Innovation Plan

- (a) The Contractor shall at all times during the Contract Period comply with and execute the Management and Operation Plan, Guided Tours Plan, and Innovation Plan submitted by the Contractor in its tender for the Contract subject to any further modifications stipulated by the Government, of which are set out in Schedule 5 (collectively, the "Plans").
- (b) The Contractor shall submit the finalized Plan within fourteen (14) days of the issue of letter of acceptance to the Government Representative for approval. The plan shall be prepared according to the submitted proposals in Schedule 5 and incorporated the advice from AFCD in order to successfully fulfil the Services.
- (c) Throughout the Contract: -
 - (i) the Contractor shall perform the Services as prescribed in the service specifications in Part 3A and other applicable parts of Schedule 5 as approved by the Government, or as the Government Representative may direct from time to time; and
 - (ii) the Contractor shall carry out the Services in accordance with all

requirements and specifications set out in the Contract, including without limitation Schedules 3 and 5. The Contractor shall not vary or amend any such specifications or requirements which are currently in force, without the prior written approval of the Government Representative.

7. Conducts of the Services

- (a) The Contractor shall: -
 - (i) exercise all due and reasonable skill, care and diligence in its conduct of the Services and in a professional manner;
 - (ii) take instructions and directions and, where appropriate, receive Government's decision only from the Government Representative;
 - (iii) comply with all reasonable instructions of the Government Representative in so far as they are applicable to the responsibility of the Contractor in connection with the duties undertaken by it under this Contract;
 - (iv) through the Government Representative, keep the Government informed of all matters related to the Services within the knowledge of the Contractor and shall answer all reasonable enquiries received from the Government Representative and render progress reports during the period from the Commencement Date to the issue of Acceptance Certificate by the Government Representative; and
 - (v) when so requested by the Government Representative, submit to him for his approval such plans and other documents, matters or things prepared by it for the purpose of this Contract as the Government Representative may reasonably specify or require but no such approval shall affect the responsibility of the Contractor in connection with duties undertaken by it under this Contract. For the purpose of this sub-clause, the Government Representative shall notify the Contractor of approval or disapproval within a reasonable time and shall not require approval, in any event, of any plans and other documents relating to proprietary equipment.
- (b) Provided that reasonable notice has been given to the Contractor, the Contractor shall attend all meetings convened by the Government Representative and shall advise and assist the Government Representative on all matters relating to the duties of the Contractor.
- (c) The Government shall furnish the Contractor with all or any available and pertinent information, knowledge and assistance as the Contractor may reasonably and properly require and request to enable it to perform its obligations in this Contract.
- (d) Any equipment and materials supplied to the Contractor by the Government for the purpose of this Contract shall remain the property of the Government and shall be returned in reasonable order on or before the issue of Acceptance Certificate.

8. Inspection

All services performed will be subject, before payment, to inspection by the Government Representative who may withhold payment when the services have not been performed in strict accordance with the requirements of the Contract. Payment for the services will be made only if the services have been performed to the Government Representative's entire satisfaction.

9. Payment

- (a) Provided that the Contractor has provided satisfactorily the services required stipulated in the Service Specifications throughout the Contract Period, the Government shall pay to the Contractor fees of services on monthly basis;
- (b) The payment for the service charges shall be calculated at the end of each calendar month according to the actual service performed and the Monthly Rate quoted in the Price Schedule; and
- (c) The Contractor shall send an invoice to the Government representative and address as listed below.

Contact Person and Contact Numbers	Address for Receiving the Invoice
Ms. AU Lai-mui Tel No.: (852) 2617 5155 Fax No.: (852) 3152 2668	Geopark Division, 6/F, Cheung Sha Wan Government Office, 303 Cheung Sha Wan Road, Kowloon, Hong Kong

10. Deduction

- (a) The Contractor should ensure the staff employed for the work are not less than the number stipulated in Clause 2 of Service Specification. In the event of resignation, dismissal or absence of any staff, prompt replacement shall be provided. Failure to comply with this condition may result in reasonable sums being deducted from the monthly payments commensurate with the failure to provide adequate replacements to maintain a satisfactory standard of performance of Services, such sum to be based on the number of the absent staff and the period of absence. The sum (to be rounded down to the nearest dollars) shall be calculated in the following formulas:

For staff pay by monthly rate (i.e. Items 1 and 2(a) in the Price Schedule)

$$\frac{\text{Monthly Rate}}{\text{Total working man-hours of the month}} \times \text{Duration of absence (in hours) of staff(s)} \times \text{No. of absent staff(s)}$$

For staff pay by daily rate (i.e. Item 2(b) in the Price Schedule).

$$\frac{\text{Daily Payment}}{\text{Total working man-hours of the day}} \times \text{Duration of absence (in hours) of staff(s)} \times \text{No. of absent staff(s)}$$

- (i) The Government reserves the right to make the deductions from payment due under this Contract on the occurrence of any of the following events:
- (ii) The respective staff if found to be less than that specified in Clauses 2(b)(i) and 2(c)(i) of the Service Specification;
- (iii) The respective staff is found to be absent without reasonable excuse whilst on duty or in any other way present but not performing duties;
- (iv) The respective staff is performed by a staff without the qualification as stated in Clauses 4 (a) and (b) of the Services Specification; and
- (v) The respective staff fail to obey instructions, supply required equipment, not dressed to the required standard, and any other minor infringement of the specified duties.

11. Employment of Contractor Personnel

- (a) Within fourteen (14) days after the date of fax or letter of acceptance issued by the Government, the successful Tenderer shall: -
 - (i) appoint the Contractor Personnel and supporting staff (“Contractor Personnel”) as specified in Clause 4 of Service Specification, and with experience equivalent to that proposed in Schedule 6 to undertake such part of the Services; and
 - (ii) The Contractor shall provide the name, recent photograph, qualification and experience of the Contractor Personnel.
- (b) Notwithstanding any other provisions of the Contract, the Contractor shall not deploy any person other than the person approved by the Government Representative prior to the commencement of the Contract Period to discharge the respective duties of a Contractor Personnel as set out in this Contract.
- (c) The Contractor shall maintain complete, proper and accurate record of the qualification and experience of each Contractor Personnel. The Contractor shall deliver a copy of the record to the Government for inspection or on demand by the Government.

12. Replacement of Contractor Personnel

- (a) The Contractor shall not without the prior written consent of the Government, substitute, replace or cease to deploy any individual to perform the duties of the Contractor Personnel as specified in this Contract. In case there is a change of any of its Contractor Personnel, the Contractor shall submit revised details of all his Contractor Personnel, having work experience similar to that offered in Schedule 6 to the Government Representative within fourteen (14) days before the change to be effected.
- (b) The Government Representative may require the Contractor to remove or replace any Contractor Personnel specified by the Government Representative if the Government Representative is not satisfied with the performance of the

Contractor Personnel or if the Government is of the opinion that the Contractor Personnel should be removed or replaced on the basis of medical, security or disciplinary ground.

- (c) If the Government Representative requires the Contractor to remove or replace a Contractor Personnel, or if such individual is otherwise removed or replaced in accordance with any other provision of this Contract, the Contractor shall obtain the Government's prior written approval for appointment of the replacement or substitute.
- (d) If a Contractor Personnel on his own accord resigns from office, the Contractor shall immediately replace such Contractor Personnel by a competent substitute who meets the requirements specified in this Contract that are applicable to a Contractor Personnel.
- (e) The Government shall not be liable to the Contractor nor any Contractor Personnel for any claims, liabilities, losses, damages, compensation or expenses relating to or arising from any removal, replacement, refusal to admit to or eviction from any Government premises (or part thereof) under this Contract. The Contractor shall fully indemnify the Government from and against any such claims, liabilities, losses, damages, compensation and expenses.

13. Performance of the Contractor Personnel

- (a) The Contractor warrants that the Services shall be performed and completed in a professional manner and that the Contractor and any person employed or engaged by it or any sub-contractor of the Contractor shall use all reasonable skill, care and diligence in the discharge of his or its duties.
- (b) The Contractor and its Contractor Personnel shall maintain the deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in performing the Services.
- (c) The Contractor shall ensure the good conduct of each of the Contractor Personnel while they are performing the Services for an on behalf of the Contractor. Without prejudice to the aforesaid, the Contractor shall ensure that each Contractor Personnel:
 - (i) is fit for his tasks;
 - (iii) maintains the highest standard of discipline, courtesy, behavior and consideration in performing the Services.
- (d) Each of the Contractor Personnel shall:
 - (i) act and respond promptly to any instructions given or queries made by the Government Representative;
 - (ii) be contactable by mobile phone and e-mails at all times during the Contract Period; and
 - (iii) upon being requested by the Government Representative, accompany the

Government Representative to the locations specified by the Government Representative to inspect the performance of the Services.

- (e) Without prejudice to any other provisions of this Contract, the Contractor shall:
- (i) make such arrangements as are necessary that will enable the Contractor Personnel to attend meetings in Hong Kong with the Government Representative within two (2) hours of such a request having been made (or attend immediately at any time in the case of emergency);
 - (ii) if required by the Government Representative, attend, participate and consult in meetings in Hong Kong arranged by the Government Representative in relation to the Services (including regular progress meeting, meeting with any persons, groups, associations, organisations, agencies, committees, parties and government departments specified by the Government Representative to resolve complaints or discuss any aspects of the Services);
 - (iii) provide professional advice and response to any questions or requests made or referred by the Government Representative in connection with the Services; and
 - (iv) if required by the Government Representative, prepare meeting agendas, minutes or written reports on any aspects of the Services as instructed by the Government Representative.

14. Transport and Passage

- (a) The Contractor shall arrange and pay for transportation at its own cost for its Contractor Personnel, employees, agents or sub-contractors from the Contractor's place of incorporation or the place of residence of the relevant personnel, whichever is appropriate, to Hong Kong, and on their return, from Hong Kong to the Contractor's place of incorporation or the place of the residence of the relevant personnel, whichever is appropriate, and the Total Sum includes the cost of such transportation for execution of the Contract.
- (b) The Contractor shall provide transportation within Hong Kong at its own cost for its employees, agents, sub-contractors and Contractor's equipment unless otherwise agreed by the Government.

15. Personnel Records

- (a) The Contractor shall obtain all necessary permission and consent from each Contractor Personnel for the release and provision of his personal data, records and photographs to the Government Representative pursuant to any applicable provisions of the Tender Document or Contract.
- (b) The Contractor shall maintain complete, proper, current and accurate records of all Contractor Personnel under this Contract. Such records shall include the name and photograph of each Contractor Personnel, his post, relevant qualification, experience. The Contractor shall produce such records to the Government Representative for inspection on demand. The Contractor shall

deliver a copy of the record to the Government if so required by the Government Representative.

16. Failure to meet Performance Requirements and Standards

- (a) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. The Government Representative shall be entitled to interview any members of the Contractor Personnel, Contractor's employees, sub-contractor or agents and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) Where the Government Representative is satisfied that in any particular case the Services provided by the Contractor has failed to meet the standards required under the Contract, or the Contractor has failed to provide Contractor Personnel in accordance with Clause 13 hereof, it shall be entitled to instruct the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully therewith within such period as it in its absolute decision may determine, but such period should in no case later than in any case be later than twenty-four (24) hours after giving such instructions to the Contractor.
- (c) If the Contractor fails to comply with the instruction of the Government Representative issued either verbally or in writing under Clause 18(b) hereof, the Government Representative may terminate the Contract in accordance with Clause 15 of the General Conditions of Contract.
- (d) Without prejudice to any other rights or remedies, the Government Representative shall be entitled to withhold any payments to the Contractor until the Services have been performed to the satisfaction of the Government Representative in strict accordance with the terms and conditions of the Contract, and until all costs and expenses which may be incurred in accordance with Clause 18(e) hereof has been recovered (if any).
- (e) If the Contractor fails to provide any of the Services or fails to provide the Services to the satisfaction of the Government Representative, the Government shall be entitled to have such Services carried out by its own resources or by other contractors and to recover any loss, damages, claims or any liability that may incurred by the Government and may deduct the same from any money due or becoming due to the Contractor under this or other contract with the Government.
- (f) The Government Representative shall be the sole judge in determining whether or not a particular standard of service/performance has been achieved whose determination shall be binding on the Contractor in the absence of manifest error.

17. Sanction against Committing of Offences under Employment Ordinance and Immigration Ordinance

If the Contractor is convicted of an offence under the Employment Ordinance (Cap. 57) arising from the performance of this Contract or other Government contracts or is convicted of an offence under the Immigration Ordinance (Cap. 115) for employing a

person who is not lawfully employable to perform under this Contract or other Government contracts, without prejudice of any rights or remedies of the Government, the Government may suspend the Contractor from tendering for other Government contracts in future. The Government shall have the absolute discretion to determine the duration of suspension taking into account the seriousness of the offence(s) and the Contractor's performance of the Services under this Contract.

18. Contractor's Warranty

The Contractor warrants, represents and undertakes to the Government that: -

- (a) the Contractor has the full capacity, power and authority to enter into this Contract and to perform all its obligations hereunder including without limitation the vesting of the Intellectual Property Rights in the Government according to Clause 17 of General Conditions of Contract and to perform the Services in accordance with the terms and conditions of this Contract and any other transactions to be entered into, or effected by it under the Contract;
- (b) subject to Clause 20(e) hereof, the Deliverables, shall be original works created, developed, compiled or made by or on behalf of the Contractor for the Government during the course of or in connection with this Contract;
- (c) the performance of this Contract (including but not limited to the provision of the Services and the Deliverables) by the Contractor, its employees, agents or sub-contractors, the use, operation or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables or any part thereof for any of the purposes contemplated by this Contract does not and will not infringe any Intellectual Property Rights or any other rights of any person;
- (d) the exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Contract will not infringe any Intellectual Property Rights or any other rights of any person;
- (e) prior to the use and incorporation of the Third Party Materials in providing the Services, the Contractor shall have obtained from the third party Intellectual Property Rights owners the grant of all necessary licences for itself and its authorised users, the Government, its authorised users, assigns and successors-in-title to use such Third Party Materials in the manner and for any of the purposes contemplated by this Contract. The costs of the above licences shall be borne by the Contractor.
- (f) the provisions of this Clause 20 shall survive the expiry or termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

19. Contractor's Indemnity

- (a) Without prejudice to any other provision of the Contract, the Contractor shall indemnify the Government, its authorised users, assigns and successors-in-title and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against all actions, costs, claims, damage,

expenses (including without limitation the fees and disbursements of lawyers, agents and expert witness) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising out of or in connection with any allegation of or claim for infringement of the Intellectual Property Rights or any other rights of any person arising from or in any way related to (i) the performance of this Contract by the Contractor, its employees, agents or subcontractors; (ii) the use, operation or possession by the Government, its authorised users, assigns or successors-in-title of the Deliverables or any part thereof for any of the purposes contemplated by this Contract; (iii) the exercise by the Government, its authorised users, assigns or successors-in-title of any of the rights granted under this Contract; or (iv) any breach of any of the provisions in Clause 18 of the Special Conditions of Contract or Clause 17 of the General Conditions of Contract.

- (b) In pursuance of Clause 14.2(b) of General Conditions of Contract, without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep indemnified the Government, its authorised users, assigns and successors-in-title (each an “Indemnified Person”) against any and all liabilities, losses, damages, costs, charges or expenses (including (A) all legal fees and other awards, costs, payments, charges and expenses and (B) any loss or damage sustained by or any injury to or death of any person in consequence of any Negligence of the Contractor or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims, which arise directly or indirectly as a result of or in connection with, or which relate in any way to any allegation of or claim for infringement of the Intellectual Property Rights or any other rights of any person arising from or in any way related to the provision of the Services or Deliverables by the Contractor, its employees, agents or sub-contractors, or the use, operation or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables.
- (c) The provisions of this Clause 19 and Clause 14 of General Conditions of Contract shall survive the expiry or termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

20. Effect of Termination

Pursuant to Clauses 15 and 16 of General Conditions of Contract: -

- (a) If the Contract is terminated, the Government shall: -
 - (i) cease to be under any obligation to pay service fee to the Contractor until all costs, loss and/or damage resulting or arising out from the termination of the Contractor’s engagement have been calculated and provided such calculation shows a sum or sums due to the Contractor;
 - (ii) not be responsible for any losses or expenses suffered or incurred by the Contractor due to the termination of the Contract;
 - (iii) be entitled to repossess any of the Government’s materials, equipment or other goods loaned or hired to the Contractor and to have a lien on any

of the materials, equipment or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government;

- (iv) have, without prejudice to any claims made or to be made by the Government for breach of the whole or any part of the Contract, the right to assign the uncompleted Services to another contractor or other contractors whereupon the Contractor shall be liable for any amounts in excess of the Total Amount;
- (b) If the Contract is terminated prior to the completion of the Services, the Contractor shall, subject to any right of set-off or counter-claim which the Government may have, be entitled to payment for the Services rendered to the Government up to the date of termination and the Government may itself complete the Centre Operation and Guided Tour Services or, at the sole option of the Government, may engage, use or employ any other contractor to complete the Centre Operation and Guided Tour Services and the Government or such other contractor may use the Deliverables (whether or not title has passed to the Government in respect thereof) or other materials or software referred to in Clause 22 or any part thereof for such completion.
- (c) If the Contract is terminated prior to the completion of the Services in accordance with the contract provisions, the Contractor shall refund the Government any amounts paid in respect of the Services which have not been performed as at the date of effective termination.
- (d) The above rights of Government are in addition to and without prejudice to any other rights the Government may have whether against the Contractor directly or pursuant to any guarantee or indemnity.
- (e) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- (f) In the event of termination by the Government in pursuance of Clause 15 of General Condition of Contract, the Contractor shall not be entitled to any other payment whether by way of damages or compensation or otherwise in respect of such termination.

21. Default

It will be regarded as default, if the Contractor:

- (a) has abandoned the Contract; or
- (b) is not executing any of the services in accordance with provisions and/or clauses stipulated in the Contract within the Contract period; or

- (c) fails to carry out all or any work provided for in the Contract within the time specified; or
- (d) is persistently neglecting to carry out his obligations under the Contract,

in such circumstance, the Government, after giving five days' notice in writing to the Contractor, may terminate the Contract. The Government shall be entitled to carry out the balance of the uncompleted services by its own workers or by other Contractor or Contractors. The Government shall be entitled to recover the cost thereof from the Contractor, or any deduct the same from any monies due or becoming due to the Contractor under this or any other contract.

22. Disputes

Without prejudice to Clause 39 of the General Conditions of Contract, if disputes arise between any officer of the Agriculture, Fisheries and Conservation Department and the Contractor in reference to the performance of the Contract, or any part thereof which cannot otherwise be resolved, such dispute shall be referred to the Director of Agriculture, Fisheries and Conservation whose decision shall be final and binding (in the absence of manifest error).

Part 3A
SERVICE SPECIFICATIONS

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1. The Service

The Contractor shall provide day-to-day operation service for Hong Kong UNESCO Global Geopark Volcano Discovery Centre (VDC), Geopark Guided Tours, VDC Guided Tour Services for students and general public and a trilingual (English, Cantonese and Putonghua) information counter for a period of twenty-four (24) months from 15 July 2021 or the date of acceptance of offer, whichever is the later. The Service shall include the related administrative works for the VDC, including school enrolment and related enrolment administration, co-ordination, organising workshops, feedback collection, updating worksheets and related materials in regard to the guided tour services.

2. Description of Work and Services

(a) Documentations:

- (i) The Contractor shall submit a finalised Management and Operation Plan to AFCD for the work and services provided in VDC as mentioned in sub-clauses (b), (c), (d), (e), and (f) below within two (2) weeks from the date of award of this Contract. The Contractor shall prepare the Plan according to the submitted proposals in Schedule 5 and incorporate the advice from AFCD. Approval from AFCD shall be sought for any modification of the finalised Plan;
- (ii) The Contractor shall maintain all records, reports, log, visitor statistics and other related document in connection to the operation of the VDC; and
- (iii) The Contractor shall attach a monthly summary report including but not limited to the details specified in sub-clause 2(a)(ii) above to the monthly

fee invoice to AFCD.

(b) Counter Service:

- (i) Provide at least one (1) counter staff on regular weekdays and at least two (2) counter staff on Saturday, Sunday and Public holidays to provide trilingual (Cantonese, English and Putonghua) counter service for the information counter at the VDC during the opening hours as specified in Clause 7 below and provide at least one (1) counter staff (on Saturday, Sunday and Public holidays) to provide counter service at the East Dam Information Kiosk of High Island Reservoir, Sai Kung;
- (ii) Answer public enquiries and provide tourist information and tour enrolment services including, but not limited to, Hong Kong UNESCO Global Geopark (HKUGGp), paid geo-tours to HKUGGp, the VDC, guided tour programmes of the VDC, and Sai Kung tourist information; and
- (iii) Provide free concierge service including, but not limited to, restaurant booking, green tourism tour enquiries/booking, and transportation booking to walk-in VDC visitors.

(c) VDC Operations:

- (i) Provide at least one (1) exhibition staff to provide operation and VDC guided tour services during the opening hours as specified in Clause 6 below;
- (ii) Day-to-day operation of the VDC on all opening days of the centre as specified in Clause 6 below;
- (iii) Conduct inspection and arrange maintenance of equipment and exhibits of the VDC;
- (iv) Keep the VDC clean and tidy at all times;
- (v) Provide pest and rodent control services for the VDC;
- (vi) Provide and implement appropriate security measures for the VDC;
- (vii) Provide the necessary insurance for the exhibits and the activities in the VDC;
- (viii) Provide all necessary assistance to visitors of the VDC; and
- (ix) Arrange regular meetings with the VDC Co-management Committee to discuss management and operation issues of the centre.

(d) Guided Tour Services:

- (i) Basic Requirements for All Guided Tours:
 - (1) The Contractor shall provide at least three (3) types of guided tour

services namely “Free VDC Guided Tour”, “Paid Recommended Geopark Guide (R2G) Tours” and “Paid Geopark Shuttle Bus Guided Tour”;

(2) Minimum number of guided tours are summarised below:

Guided Tours	Mondays to Fridays	Saturdays, Sundays and Public Holidays (Except First two (2) Days of Chinese New Year)
1. Free VDC Guided Tour	Offer at least one (1) tour per day	Offer at least two (2) tours per day.
2. Paid R2G Tour	Nil	Offer at least one (1) land-based tour and one (1) boat tour per day.
3. Paid Geopark Shuttle Bus Guided Tour	Nil	Offer at least three (3) round-trip tours per day.

- (3) The Contractor shall provide enrolment service of guided tour including, but not limited to, handling and confirming enrolments through walk-in, written and other forms of application, arranging visits and handling public enquiries and complaints;
- (4) The Contractor shall maintain the enrolment records including the details of participants, reply to application, cancellation records and co-ordination of the application for the guided tours;
- (5) The Contractor shall carry out customer service survey through questionnaire approved by AFCD, to collect feedback from the leader/coordinator of the enrolled group after each guided tour and provide monthly return on survey analysis;
- (6) The Contractor shall report any accident/complaint during each guided tour to the Government Representative within 24 hours, followed by a written report within three working days after the incident; and
- (7) All original and copies of enrolment record, questionnaire and feedback collected should be returned to the Government Representative at a time set out by the Government Representative or after the contract period. All records and returns shall be treated as confidential document and shall not be released to any third party or used for any purpose other than the Services required by this contract document without prior consent from the Government Representative.

(ii) Specific Requirements for Free VDC Guided Tour:

- (1) The Contractor shall fix the schedule of the guided tour and promote this service at the VDC, its official website and by other appropriate

means as agreed by AFCD to attract visitors;

- (2) The target participant of the free VDC guided tour includes, but is not limited to, students, the general public and non-local visitors;
- (3) The Contractor shall follow the guidance and speaking points designed by AFCD when conducting the free VDC guided tour;
- (4) The group size of each guided tour should be one (1) to around forty (40) participants and there shall be no minimum number of participants per tour; and
- (5) The Contractor shall provide enrolment service for free VDC guided tour. Enrolment service for students may include, but is not limited to, issue of invitation by fax and email to schools.

(iii) Specific Requirements for Paid R2G Tour:

- (1) The Contractor shall fix the schedule of the Paid R2G Tours to the HKUGGp and promote this service at the VDC, by printing leaflets, at its official website and by other appropriate means as agreed by AFCD to attract visitors;
- (2) The target participants of the Paid R2G Tour include the local general public and non-local visitors to Hong Kong;
- (3) The geopark guide to participant ratio of the Paid R2G Tours should be 1 to 25 (or less) to ensure all participants will be well taken care of;
- (4) Appropriate personal accident insurance shall be provided for every participant;
- (5) The Paid R2G Tours must be delivered by a Recommended Geopark Guide (R2G) and obtained prior approval from the R2G Secretariat (details please see <http://www.hkr2g.net>);
- (6) The Paid R2G Tours shall meet all legal requirements in Hong Kong. For example, in-bound visitors to Hong Kong are required to be received by tourist guides with a valid Tourist Guide Pass issued by the Travel Industry Council of Hong Kong (TIC) and a TIC licensed travel agent;
- (7) The details of Paid R2G Tours, including but not limited to pricing, frequency, transportation, itinerary, promotional plan, safety and contingency in the field, cancellation plan, feedback collection and feedback interpretation, shall be submitted to AFCD for written approval before offering to the public;
- (8) The Paid R2G Tours offered shall be priced reasonably and financially self-sustained. Prior approval shall be sought for all subsequent price change of the tours; and

(9) There shall be no minimum number of participants per tour.

(iv) Specific Requirements for Paid Geopark Shuttle Bus Guided Tour:

- (1) The Contractor shall fix the schedule of the Paid Geopark Shuttle Bus Guided Tours to East Dam of High Island Reservoir of Sai Kung Volcanic Rock Region of HKUGGp and promote this service at the VDC by printed leaflets, at its official website and by other appropriate means as agreed by AFCD to attract visitors;
- (2) The target participants of the Paid Geopark Shuttle Bus Guided Tour include the local general public and non-local visitors to Hong Kong;
- (3) The guide to participant ratio of the Paid Geopark Shuttle Bus Guided Tour should be one (1) to twenty-seven (27) (or less) to ensure all participants will be well taken care of;
- (4) Appropriate personal accident insurance shall be provided for every participant;
- (5) The Paid Geopark Shuttle Bus Guided Tours shall meet all legal requirements in Hong Kong, including but not limited to, i) relevant license condition(s) by Transport Department; ii) requirements by Water Services Department and/or relevant Government department(s), and iii) in-bound visitors to Hong Kong are required to be received by tourist guides with a valid Tourist Guide Pass issued by the Travel Industry Council of Hong Kong (TIC) and a TIC licensed travel agent;
- (6) The details of the Paid Geopark Shuttle Bus Guided Tour, including but not limited to, pricing, frequency, transportation, itinerary, qualifications of guiding staff, promotional plan, safety and contingency in the field, cancellation plan, and feedback collection and interpretation, shall be submitted to AFCD for written approval before offering at the public;
- (7) The Paid Geopark Shuttle Bus Guided Tours offered shall be priced reasonably and financially self-sustained. Prior approval shall be sought for all subsequent price change of the tours; and
- (8) The group size of each guided tour should be one (1) to twenty-seven (27) participants and there shall be no minimum number of participants per tour.

(e) Souvenirs

- (i) The Contractor shall provide or produce, at its own cost, a variety of gifts, memorabilia and souvenirs relating to HKUGGp for sale to the visitors;
- (ii) The list of souvenir items for sale at the VDC and the price of these items shall be agreed by AFCD in advance. Any subsequent revisions to these

agreed items or prices shall first be approved by AFCD in writing;

(iii) During the course of delivering the service specified in sub-clause (i) above, the Contractor warrants and undertakes:

- (1) Not to infringe any copyright in respect of any music or other entertainment whatsoever provided in or from the VDC;
- (2) To indemnify and keep indemnified AFCD and all their servants and agents against all actions, claims, proceedings, demands, liabilities, cost and expenses in respect of any infringement or alleged infringement of copyright in the VDC; and
- (3) To properly record each and every sale or other payment whatsoever in the course of the operation, to issue receipts for all payments by customers, and to retain a copy of each such receipts for at least one year after the date of the sale or payment, as the case may be.

(f) Other Services

- (i) The Contractor shall provide and maintain a bilingual (English and Traditional Chinese) website introducing VDC, including but not limited to, scope of services, list of Geopark tours offered with online booking and payment mechanism, and other related information conducive to the promotion of HKUGGp and VDC. The design and content of the website shall be submitted to AFCD for written approval; and
- (ii) The website shall be user-friendly to the public and its content shall meet all legal requirements in Hong Kong. Reference shall be made to the existing website of VDC: <https://volcanodiscoverycentre.hk>.

3. Inclement Weather and Cancellation of Geopark Tours

- (a) Geopark tours offered shall be cancelled under inclement weather, including but not limited to Typhoon Signal No. 3 or above, Yellow/Red/Black Rainstorm Warning, and other natural disasters.
- (b) The Contractor shall arrange to refund or reschedule cancelled geopark tours, based on a written policy approved by the AFCD.

4. Staff

- (a) The Contractor shall provide staff or volunteers to perform and undertake the duties and responsibilities of the services required, which includes:
 - (i) Operating the VDC and the guided tours as required in this Service Specifications;
 - (ii) Assisting the promotion of geo-conservation and the geopark concept; and
 - (iii) Recording and reporting any incident/complaint.

- (b) The Exhibition Staff provided by the Contractor shall possess the following minimum education qualification and work experience:
 - (i) A University degree, or equivalent, in natural science or other related subjects; (lower education level with relevant working experience will also be considered);
 - (ii) The qualification of Recommended Geopark Guide (R2G) or Accredited Geopark Guide (A2G);
 - (iii) Good command of both Chinese and English, with Grade E or above in Chinese Language and English Language (Syllabus B) in the Hong Kong Certificate of Education Examination, or equivalent;
 - (iv) Proficient in Putonghua is an added advantage;
 - (v) At least two years of experience in guiding nature education activities;
 - (vi) Good knowledge of geo-heritage, plants and animals in Hong Kong, in particular around Sai Kung;
 - (vii) Good interpretation skill for science popularisation; and
 - (viii) Possession of First Aid Certificate issued by the St. John Ambulance Brigade, the Hong Kong Red Cross or the Auxiliary Medical Service is an advantage.
- (c) The Counter Staff provided by the Contractor shall possess the following minimum education qualification and working experience:
 - (i) A University degree, or equivalent; (lower education level with relevant working experience will also be considered);
 - (ii) Fluent in Cantonese, Putonghua and English;
 - (iii) Highly customer-focused approach, with the drive to provide the highest level of customer service;
 - (iv) At least two years of experience in customer service or counter inquiry service;
 - (v) Keen on geo-conservation and promotion of geo-tourism; and
 - (vi) Familiar with tourist information around Sai Kung.

5. Duties of Staff

- (a) Exhibition Staff
 - (i) Prior to the specified opening time each day, inspect and make sure all exhibits and equipment are in order. Report any loss, damage or irregularities immediately to the Government Representative;

- (ii) Ensure the timely opening and closing of the VDC each day and attend to visitors' need in a friendly and welcoming manner;
- (iii) Keep daily register of all exhibits displayed at the VDC;
- (iv) Keep record of all keys and equipment of the VDC handed over from the Government Representative, and shall be responsible for their safe custody;
- (v) Responsible for proper day-to-day control, functioning and security of the audio-visual equipment and computer information systems;
- (vi) Perform guided tour in the exhibition gallery;
- (vii) Assist the promotion of Hong Kong UNESCO Global Geopark events and activities in the VDC or other locations as determined by the Government Representative;
- (viii) Update of worksheets, school programmes and public programmes for guided tour services;
- (ix) Maintain all materials, exhibits, specimens and equipment in clean and good condition. Report to the Government Representative and replace the materials/equipment immediately if they are damaged;
- (x) Undertake regular visitors' survey at the VDC; and
- (xi) Handle, record and report any accident/complaint to the Government Representative.

(b) Counter Staff

- (i) Responsible for the operation of the trilingual counter services at the VDC and for the counter service at East Dam Information Kiosk of High Island Reservoir, Sai Kung;
- (ii) Handle general enquiries/complaints including telephone enquiry at the VDC in a polite manner;
- (iii) Prior to the specified opening time of the counter each day, inspect and make sure that all equipment is in order;
- (iv) Keep a record of all leaflets and brochures and ensure sufficient copies are available for distribution; and
- (v) Provide tourist information, including but not limited to, geopark tours, transportation, boat hiring, hiking, camping, BBQ, restaurant, and accommodation around Sai Kung.

6. Service Hours

The opening hours are as follows:

- (a) Counter of the VDC: Every day from 9:00 a.m. – 5:00 p.m.
- (b) Exhibition gallery of the VDC: Every day from 9:30 a.m. – 4:30 p.m.
- (c) East Dam Information Kiosk: Every Saturdays, Sundays and Public Holidays from 10:15 a.m. - 5:15 p.m.
- (d) Closed on the first two days of the Chinese New Year's holidays.

7. Review and Updates of Leaflets and Relevant Materials

- (a) The Contractor is required to review and update leaflets and relevant materials for the guided tour services when necessary.
- (b) Leaflets and relevant materials should be prepared in two languages: Traditional Chinese and English. The Contractor should seek the Government Representative's approval before adoption of the leaflets and materials.
- (c) All worksheets and associated materials prepared as specified in this Service Specifications together with the source files, images, graphics, audio narrations, video clippings and illustrations generated shall be handed over to AFCD and shall become property of the Government with full copyright.
- (d) Any update to leaflets, displays, promotion and publicity materials at VDC and the Information Kiosk at High Island require prior approval from AFCD and the VDC co-management committee.

8. Employment of Staff

- (a) The Contractor shall provide a detailed list of staff and volunteer to the Government Representative, including the name, age, address, Hong Kong Identity Card number, proof of education qualification and work experience, as specified in Clauses 4(b) and 4(c) above, five (5) working days prior to the commencement of the Contract.
- (b) In the case of any change of staff, the Contractor shall inform the Government Representative and provide the necessary proof of education qualification and work experience as specified in Clauses 4(b) and 4(c) above, of the new staff at least three (3) working days in advance.
- (c) All staff must wear staff uniform and identity pass that bears his/her name, title and recent photo when performing the services. The staff identity pass shall be provided by the Contractor with prior approval by the Government Representative.
- (d) All staff should behave properly and in a descent manner while on duty, and should not cause any undue inconvenience or annoyance to participants of guided tours or other visitors.

- (e) If any of the staff is unable to report to duty on any working day, the Contractor should provide backup staff qualified to undertake the assigned duties.
- (f) The Contractor shall be responsible for all costs including MPF contribution and employee insurance required for all staff, and expenses required for rendering the services under this Contract, including all salaries, fringe benefits and workmen compensation given to the staff.
- (g) For the purpose of this Contract, any act, neglect or default of the Contractor's employees or his sub-contractor's employees, as the case may be, shall be deemed to be the act, neglect or default of the Contractor

Schedule 1**COMPLETENESS CHECK SCHEDULE***(Please complete and insert into the “Technical Proposal Envelope”)*

Name of Tenderer: _____

Date: _____

In accordance with Paragraph 3 of Terms for Tender, Tenderers should submit the following information for evaluation according to the marking scheme in **Annex B**. Information provided by Tenderers pursuant to hereunder or in the document specified hereunder will be binding on the successful Tenderers after the Contract has been awarded. (Tenderers’ attention is invited to the marking scheme in **Annex B**). Please check the box below to confirm that the item specified opposite is indeed submitted.

1. Provided a duly signed Part 4 of the Tender Form -- Offer to be Bound and inserted into the “Technical Proposal Envelope”

Yes ☐ No ☐

2. Provided information details in Information Schedule as specified in Schedule 4 (Paragraphs 7, 8, and 16.2 of the Terms of Tender refers) and inserted into the “Technical Proposal Envelope”.

Yes ☐ No ☐

3. Provided the signed Non-collusive Tendering Certificate in Appendix III as specified in Schedule 4 (Paragraph 29.2 of the Terms of Tender refers), and inserted into the “Technical Proposal Envelope”.

Yes ☐ No ☐

4. Provided information required in Appendix A to Terms of Tender and inserted into the “Technical Proposal Envelope”.

Yes ☐ No ☐

5. Provided Management and Operation Plan, Guided Tours Plan and Innovation Plan as specified in Schedule 5 and inserted into the “Technical Proposal Envelope”.

Yes ☐ No ☐

6. Provided tenderer and staff experience as specified in Schedule 6 and inserted into the “Technical Proposal Envelope”.

Yes ☐ No ☐

7. Provided price information in Price Schedule as specified in Schedule 3 (Paragraph 5 of the Terms of Tender refers) and inserted into a separate envelope (the “Price Proposal Envelope”).

Yes ☐ No ☐

Schedule 2

Tender for the Provision of Services on Centre Operation and Guided Tours at Hong Kong UNESCO Global Geopark Volcano Discovery Centre

Reply Slip for Tender Briefing Session

To: Geopark Officer / Planning
Agriculture, Fisheries and Conservation Department
Fax: (852) 2317 0482
Email: gp_p@afcd.gov.hk

Details of the Tender Briefing Session:

Date : 2 March 2021 (Tuesday)
Time : 10:00 a.m.
Venue : Room 615, 6/F, Cheung Sha Wan Government Office 303 Cheung Sha Wan Road, Kowloon

Details of Registration

The following person(s) from our company will attend the Briefing Session:

	Name	Post Title	Contact No.
(1)	_____	_____	_____
(2)	_____	_____	_____

Company Name: _____

Phone no.: _____ Date : _____

NOTE: This form should be completed and returned by email or fax on or before noon of 26 February 2021 (Tuesday)

For enquiries concerning briefing session, please contact Mr. LEUNG at Tel.: 2150 6961.

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Schedule 3

**Price Schedule
for
Tender for the Provision of Services on
Centre Operation and Guided Tours at Hong Kong UNESCO
Global Geopark Volcano Discovery Centre**

(Please complete and insert into the “Price Schedule Envelope”)

Part A - Service Price

Item No.	Description of Service	No. of Staff Required (a)	No. of Month/Day (Month/Day) (b)	Unit Rate (HK\$) (c)	Amount (HK\$) (d) = (a) x (b) x (c)
1.	Centre Operation Services				
	Cost for VDC operation services and exhibition staff (Everyday except for the closing dates of the VDC)	1	24 Months		
2.	Counter Services				
	(a) Staff cost for counter services at VDC (Everyday except for the closing days of the VDC).	1	24 Months		
	(b) Staff cost for additional Counter Staff for counter services at VDC (Every Saturdays, Sundays and Public Holidays).	1	228 Days		
	(c) Staff cost for additional Counter Staff for counter services at the East Dam Information Kiosk (Every Saturdays, Sundays and Public Holidays)	1	228 Days		
Total Amount for Items 1 and 2 (HK\$):					

Remarks:

- Offers will be considered on an **OVERALL** basis. Partial and incomplete offer will not be considered.
- The total amount shall be inclusive of ALL necessary costs for completion of the services under acquisition. Suppliers shall provide **cost breakdown** for reference.
- The successful supplier shall provide the services strictly according to the requirement specified in the tender document. The Government reserves the right to reject any deliverable which deviate from the details provided in the tender document.

Part B - Calculation of Service Day for Additional Counter Staff

Month	No. of Service Days (Every Saturdays, Sundays & Public Holidays)		
	2021	2022	2023
January	/	10	10#
February	/	9#	8
March	/	8	8
April	/	12	13
May	/	11	9
June	/	9	9
July	5 (From 15 July 2021 onward)	11	4 (Up to 14 July 2023)
August	9	8	/
September	9	8	/
October	12	11	/
November	8	8	/
December	9	10	/
Service Days Each Year	52	115	61
Total No. of Service Days	228		

[For Item 2(b) to (c) of Price Schedule]

Closed on the first two (2) days of the Chinese New Year's Holiday

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 receipt of an invoice by the Government or the date the relevant payment falls due, whichever is the later.

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 : _____

Authorised Signature and Company Chop : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Supplier in English : _____
(in Block Letters)

Tel. No. / Fax No. : _____ / _____

Date : _____

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Schedule 4**INFORMATION SCHEDULE*****(Please complete and insert into the “Technical Proposal Envelope”)***

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 / 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: Managing director and other directors;	
(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	Please attach if applicable.

	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	
(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	Please attach if applicable.

	which is a company regardless of the mode of submission of Tender.	
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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	

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 -- Please provide contact person(s) in the event of any queries relating to the tender offer

Name	
Post title	
Telephone no.	
Fax no.	
E-mail	

Appendix I

To: Agriculture, Fisheries and Conservation Department

Dear Sir/ Madam,

Non-collusive Tendering Certificate

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

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.

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 :

Schedule 5

(Please complete and insert into the “Technical Proposal Envelope”)

Management and Operation Plan, Guided Tours Plan, and Innovative Suggestions

Part A

Tenderers are required to provide in detail Management and Operation Plan, Guided Tour Plans and Innovative Suggestions for this Contract in Schedule 5. The plans are suggested to cover the aspects listed below. It should have regard to the Technical Assessment Criteria (1) to (3) in Stage 3 of the Marking Scheme in Annex B of the Tender Document. Tenderers may also include other materials as appropriate to facilitate consideration of their offer by the Government.

1. Management and Operation Plan

The plan shall demonstrate fulfillment of the Clauses 2(b), (c), (e) and (f) in Part 3A “Service Specifications” of the Tender Document, and shall cover the following items:

- (1) manpower structure;
- (2) code of practice of Exhibition and Counter staff;
- (3) work force arrangement;
- (4) inspection, cleansing and pest control;
- (5) crowd control;
- (6) incident records and case follow-up;
- (7) souvenir plan;
- (8) website plan;
- (9) quality assurance; and
- (10) safety and contingency plans.

2. Guided Tours Plan

- (a) The Free VDC Guided Tour Plan shall demonstrate fulfillment of the Clauses 2(d)(i) and (ii) in Part 3A “Service Specifications” of the Tender Document, and shall cover the following items:
 - (1) tour information and schedule;
 - (2) enrolment management plan;
 - (3) school recruitment plan;
 - (4) cancellation plan;
 - (5) safety and contingency plan; and

- (6) feedback collection and interpretation.
- (b) The Paid Geopark Guided Tour Plan shall demonstrate fulfillment of the Clauses 2(d)(i), (iii) and (iv) in Part 3A “Service Specifications” of the Tender Document, and shall cover the following items:
 - (7) enrolment management plan;
 - (8) itinerary, frequency, transportation and pricing;
 - (9) quality of guiding staff;
 - (10) promotional plan;
 - (11) cancellation plan;
 - (12) safety and contingency plan;
 - (13) quality assurance; and
 - (14) feedback collection and interpretation.

3. Innovative Suggestions

Tenderers are encouraged to make innovative suggestions in their proposed plans for Assessment Criteria (1) and (2). Tenderers should highlight the proposed innovative suggestions and explain clearly the benefits/positive values that their proposed innovative suggestions can bring about in their submissions to facilitate tender evaluation. They may also be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions.

- (a) Type I: Innovative suggestions which are considered effective and practicable in enhancing service delivery, which may not necessarily be technology-related, bringing benefits in improving the delivery of the Services. Each innovative suggestion shall cover one of the following areas:
 - (1) Counter Service;
 - (2) VDC operation;
 - (3) Free VDC Guided Tour;
 - (4) Paid R2G Tour;
 - (5) Paid Geopark Shuttle Bus Guided Tour;
 - (6) Staffing engagement of local people; and
 - (7) Green measures
- (b) Type II: Innovative suggestions which may not be directly related to the Services but which can bring positive values or benefits to the Government or public at large. Such positive values or benefits may include, inter alia, the following:

- (1) Enhanced accessibility for people with disabilities;
- (2) Increased visibility of VDC and its services;
- (3) Enhanced public safety; and
- (4) Enhanced public hygiene

Schedule 5

Management and Operation Plan, Guided Tours Plan, and Innovative Suggestions

(Note: If there is not enough space, please make photocopy of this sheet)

Part B:

1. Management and Operation Plan

Signed by an Authorised Signatory for and on behalf of the Tenderer : _____

Name and Title of Person Authorized to Sign (in Block Letters) : _____

Name of the Tenderer in English (in Block Letters) : _____

Tel. No. / Fax No. : _____ / _____

Date : _____

Schedule 5

Management and Operation Plan, Guided Tours Plan, and Innovative Suggestions

(Note: If there is not enough space, please make photocopy of this sheet)

Part B:

2. Guided Tours Plan

Signed by an Authorised Signatory for and on behalf of the Tenderer : _____
Name and Title of Person Authorized to Sign (in Block Letters) : _____
Name of the Tenderer in English (in Block Letters) : _____
Tel. No. / Fax No. : _____ / _____
Date : _____

Schedule 5

Management and Operation Plan, Guided Tours Plan, and Innovative Suggestions

(Note: If there is not enough space, please make photocopy of this sheet)

Part B:

3. Innovative Suggestions

Signed by an Authorised Signatory for and :
on behalf of the Tenderer
Name and Title of Person Authorized to :
Sign (in Block Letters)
Name of the Tenderer in English :
(in Block Letters)
Tel. No. / Fax No. : /
Date :

Schedule 6

(Please complete and insert into the “Technical Proposal Envelope”)

Experience of Tenderer and Staff

Remarks to Tenderer:

1. In order to assess the competence of the Tenderer in fulfilling the Centre Operation and Guided tour Service as in Part 3A - Service Specifications. The Tenderer shall provide relevant experience in centre operation and guided tour service in Part A and experience of proposed exhibition staff and counter staff in Part B in this Schedule 6 in the 10 years immediately before the Tender Closing Date. The Tenderer must have regard to the technical assessment criteria 4 and 5 in Stage 2 of the Marking Scheme in Annex B of the Tender Document.
2. Assessment will be solely based on the information as stated by the Tenderer in its Tender as at the Tender Closing Date, as the case may be, provided that the information so stated is true, accurate and complete. Without prejudice to any rights and claims the Government may have, the Government may not consider information on the Tenderer's past experience as stated by the Tenderer which is untrue, inaccurate or incomplete.
3. Tenderers must submit with its Tender information on the experience of the Tenderer and the proposed exhibition staff and counter staff as require in this Schedule 6. Documentary proof (e.g. copy of agreement, contract, completion certificate, client reference letter, etc.) must be provided by the Tenderer to substantiate the experience claimed in this Schedule 6 by the Tender Closing Date or within a time frame as specified by the Government. Otherwise, the experience will not be taken into account.

(Use additional sheets if space is not enough)

Part A – Experience of the Tenderer**(1) Experience in providing Centre Operation and Guided Tour Service in Hong Kong Geopark**

Aggregate years of relevant experience^(Note 1): _____

Service Period (dd/mm/yyyy)		Description / Name of Service	Please tick “✓” if documentary proof is submitted ^(Note 2)
From	To		

Name of the Tenderer in English : _____
(in Block Letters)
Date : _____

(Use additional sheets if space is not enough)

Part B – Experience of Staff**(1) Experience of Exhibition staff (every day at VDC) in providing centre operation and guided tour service**

Name of proposed Exhibition Staff: _____

Aggregate years of relevant experience^(Note 1): _____

Employment Period (dd/mm/yyyy)		Position	Name of Employer	Please tick “✓” if documentary proof is submitted ^(Note 2)
From	To			

(2) Experience of Counter staff (every day at VDC) in providing counter services

Name of proposed Counter Staff: _____

Aggregate years of relevant experience^(Note 1): _____

Employment Period (dd/mm/yyyy)		Position	Name of Employer	Please tick “✓” if documentary proof is submitted ^(Note 2)
From	To			

(3) Experience of Counter staff (Saturdays, Sundays and Public Holidays at VDC) in providing counter services

Name of proposed Counter Staff: _____

Aggregate years of relevant experience^(Note 1): _____

Employment Period (dd/mm/yyyy)		Position	Name of Employer	Please tick “✓” if documentary proof is submitted ^(Note 2)
From	To			

(4) Experience of Counter staff (Saturdays, Sundays and Public Holidays at the East Dam Information Kiosk) in providing counter services

Name of proposed Counter Staff: _____

Aggregate years of relevant experience^(Note 1): _____

Employment Period (dd/mm/yyyy)		Position	Name of Employer	Please tick “✓” if documentary proof is submitted ^(Note 2)
From	To			

Name of the Tenderer in English : _____
 (in Block Letters)
 Date : _____

Note

1 The following rules will be adopted for counting the claimed aggregate years of experience:

- (a) The year of service in different companies in the relevant field could be accumulated. The years of experience under different employment contracts should not be double-counted for those overlapping period.
- (b) The required years of experience is to be counted in days. For example, “an aggregate of at least 10 years” for relevant services is equivalent to have accumulated no less than 3,650 (i.e. 365 days/year x 10 years) days prior to the Tender Closing Date under a single contract or different contracts.
- (c) The experience under different employment contracts with overlapping periods is to be counted in accordance with the following example:

Contracts	Contract Period	Contract period without overlapping with another contract	No. of days counted for accumulated experience
A	9.3.2005-1.4.2009	9.3.2015-1.4.2009	1,484 days
B	16.4.2009-15.4.2014	16.4.2009-15.4.2014	1,825 days
C	1.4.2014-31.3.2015	16.4.2014-31.3.2015	349 days
D	1.1.2015-31.12.2016	1.4.2015-31.12.2016	640 days
E	1.1.2017-22.11.2018	6.1.2017-22.11.2018	685 days
Total			4,983 days

2 Please note that if a Tenderer had not ticked any box, it would be deemed that the tenderer has not submitted documentary proof for the claimed experience.

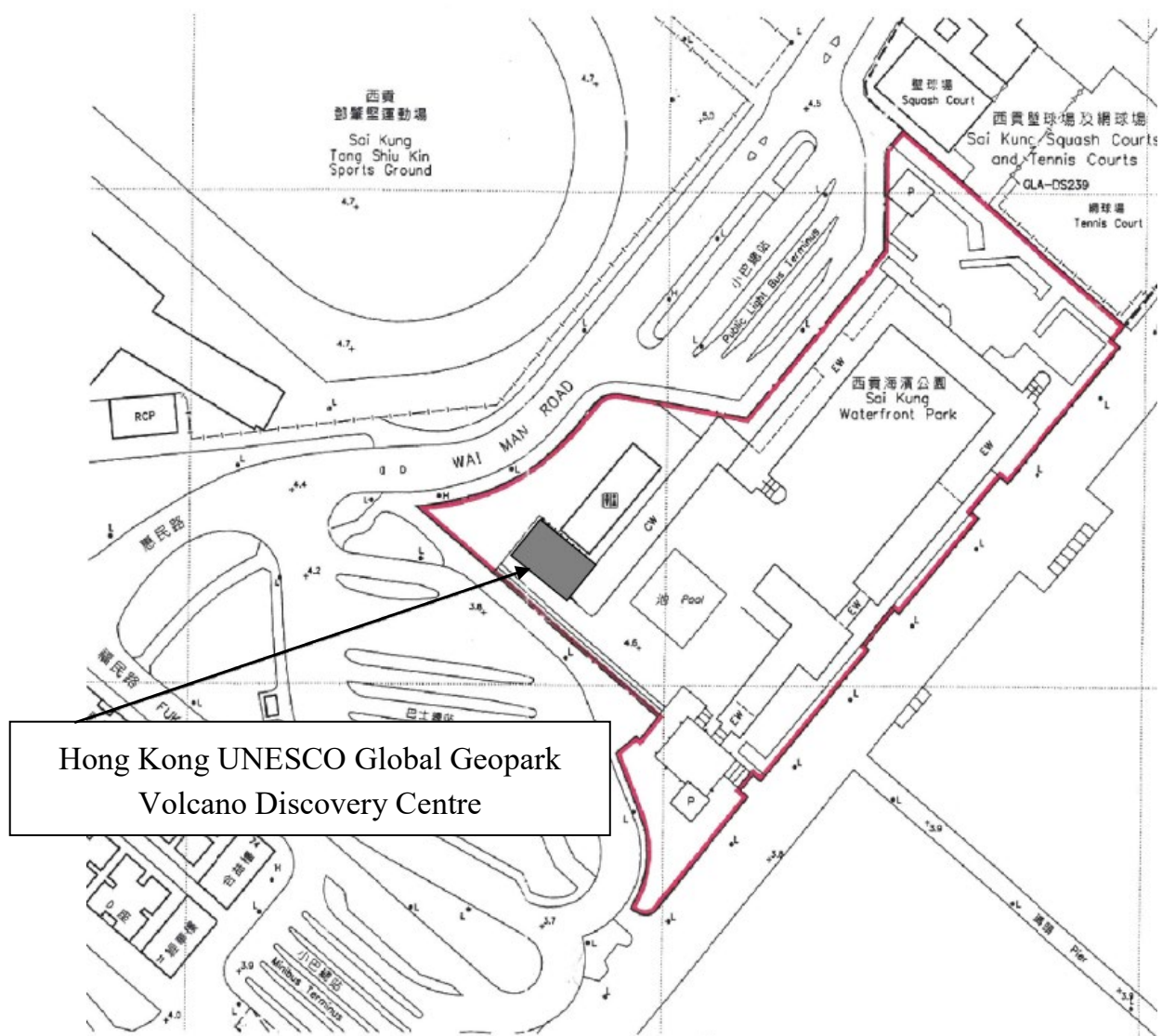
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Annex A

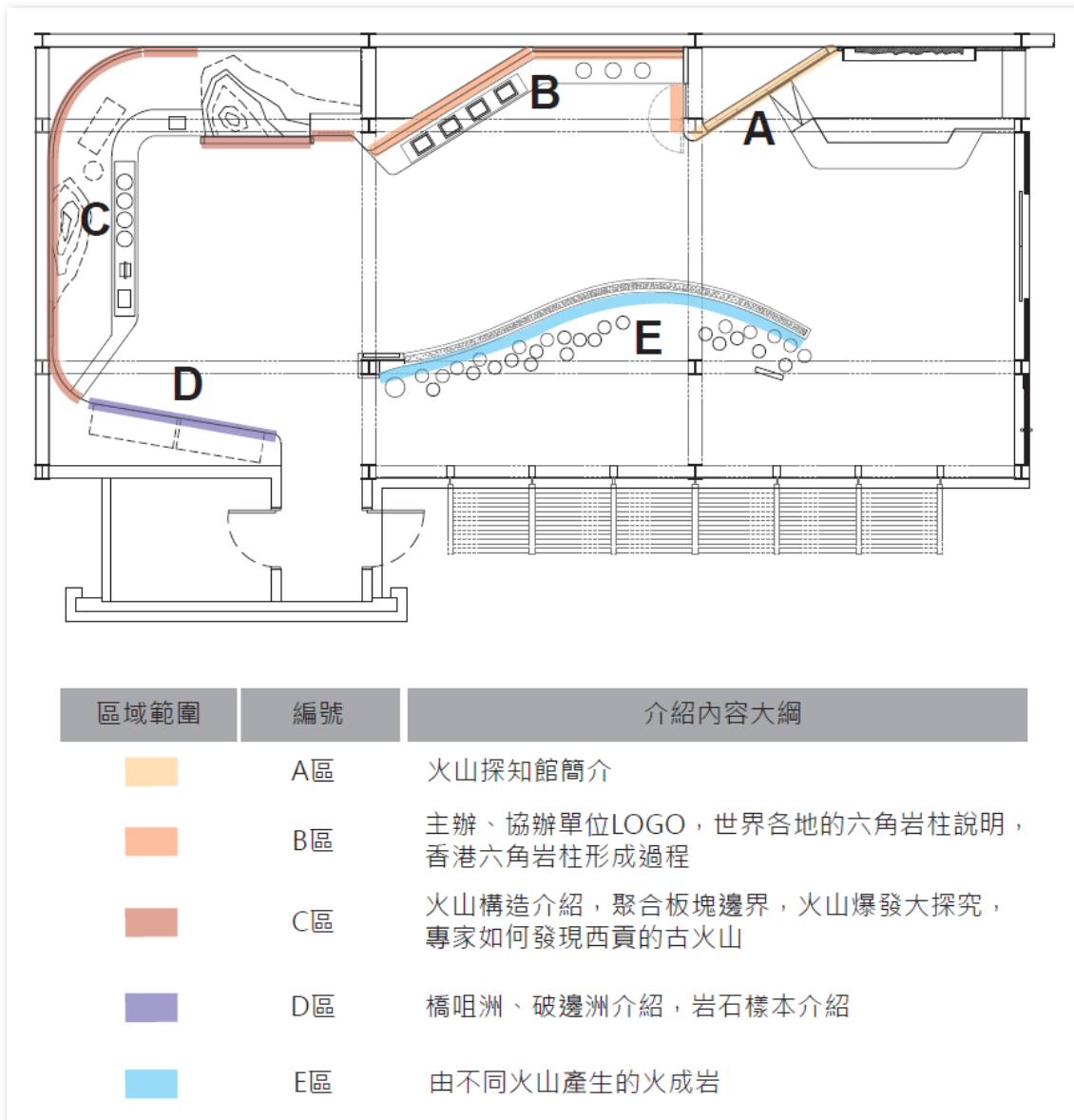
Location Map and Layout Plan of Hong Kong UNESCO Global Geopark

Volcano Discovery Centre at the Sai Kung Waterfront Park

1. Location Map



2. Layout Plan



Annex B

Marking Scheme for Tender Evaluation for Tender for the Provision of Services on Centre Operation and Guided Tours at Hong Kong UNESCO Global Geopark Volcano Discovery Centre

1. The Government will use a Marking Scheme to assess the tenders. The weighted technical score will carry a weighting of 70% as against a 30% for weighted price score. There is no passing mark for the total marks scored in the Technical Assessment. **A Tender which fails to pass any one of the criteria (1) to (2) in Part A of the technical assessment will not be further considered.** Upon completion of the technical assessment, the price information will be evaluated. A tender with the highest combined score combining the weighted technical score and the weighted price score will normally be recommended for acceptance. All tenders will be assessed in the following manner.

Tenderers shall note that they must meet all the minimum requirements in Part 3A “Service Specifications” of the Tender Document or their tenders will not be further considered under the marking scheme.

Stage 1 - Completeness Check on the Tender Offers Submitted

2. All tenders received will be checked on whether all the documents and information required in Clause 3(c) in the Terms of Tender have been submitted. Failure to submit any of the following documents **on or before the Tender Closing Date** will **render a tender invalid and will not be considered further**:

- (a) a duly signed Part 4 of the Tender Form -- Offer to be Bound;
- (b) Schedule 3 – Price Proposal with the price information required duly completed; and
- (c) Schedule 5 – Management and Operation Plan, Guided Tours Plan, and Innovation Plan.

Stage 2 – Technical Assessment

4. The maximum total technical marks are 100 and are divided into two parts: Part A on the assessment of the quality of the Technical Proposal is allocated a maximum mark of 85 and part B on the assessment of the experience of the Tenderer is allocated a maximum mark of 15. There is no passing mark for the total marks scored in the Technical Assessment. **Tenders that do not attain the passing mark for any one of the Assessment Criteria (1) to (2) in Part A will not be considered further.**

5. The submission for the Technical Proposal, excluding related annexes, documentary proofs and drawings, **shall not be more than 50 pages in double-sided A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit will be considered in the tender evaluation but 0.5 mark will be deducted from the total technical marks for each excessive page, subject to a maximum of 8 marks.

6. Tenderer's submission with the Tender Document will be evaluated in the Technical Assessment:

- (a) Management and Operation Plan, Guided Tours Plan and Innovation Plan in Schedule 5;
- (b) Experience of Tenderer and Staff in Schedule 6; and

Assessment Criteria		Maximum Mark	Passing Mark	Unit Mark (M)	Standard Score (S) (See Remarks)					Marks Scored (M x S)	Remarks/ Basis of Assessment
					4	3	2	1	0		
Part A: Execution Plan											
1.	Management and Operation Plan	34	8.5	8.5							See Note 1
2.	Guided Tours Plan	34	8.5	8.5							
3.	Innovative Suggestions										
	(a) Type I – directly relevant to the Services	12	—	3							See Note 2
	(b) Type II – not directly relevant to the Services but can bring positive values or benefits to Government or the public	5	—	1.25							
Sub-total for Part A		85	—	—							—
Part B: Tenderer’s Experience											
4.	Experience of Tenderer	6	—	2	—						See Note 3
5.	Experience of Exhibition Staff	6	—	2	—						See Note 4
6.	Experience of Counter Staff	3	—	1	—						See Note 5
Sub-total for Part B		15	—	—							—
Total Technical Mark		100	—	—							—

7. A tender which has passed Stage 3 assessment shall be considered as a conforming tender. A maximum weighted technical score of 70 will be allocated to the conforming tender with the highest total technical mark, while the weighted technical score for other conforming tenders will be calculated by the following formula: -

$$\text{Weighted Technical Score} = 70 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest total technical mark among the conforming tenders}}$$

[Note: The weighted technical score of each tender will be rounded to the nearest 2 decimal places. Figures with the value 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 value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.]

Explanatory Notes for Stage 2 – Technical Assessment

Note 1: for Assessment Criteria (1) and (2) – Management and Operation Plan, and Guided Tours Plan

The Management and Operation Plan, and the Guided Tours Plan provide information with detailed explanation for items as listed in Paragraphs 1 to 2 under Part A in Schedule 5.

Marks will be given according to the following marking guidelines:

Standard Score	Marking Standard	
	Assessment Criterion (1)	Assessment Criterion (2)
4	The proposed plan is practical with detailed information for all of the required items.	
3	The proposed plan is practical with detailed information for seven (7) required items and brief information for the remaining required items.	The proposed plan is practical with detailed information for eleven (11) required items and brief information for the remaining required items.
2	The proposed plan is practical with detailed information for five (5) required items and brief information for the remaining required items.	The proposed plan is practical with detailed information for seven (7) required items and brief information for the remaining required items.
1	The proposed plan is practical with brief information covering all of the required items.	
0	The proposed plan is impractical or fails to provide information on one or more of the required items.	

Note 2: for Assessment Criterion (3) – Innovative Suggestions

The Innovation Plan provides practical innovative suggestions, and detailed descriptions on the proposed contents and themes. A total of 17 out of the maximum mark of 85 marks for Part (A) of the Technical Assessment are reserved for assessing innovative suggestions to be given to two types of plans as listed in Paragraph 3 under Part A in Schedule 5.

The distribution of marks for innovative suggestions between Type I and Type II are as follows:

Maximum Mark for Type I# innovative suggestions	Maximum Mark for Type II@ innovative suggestions
12	5

Remarks: # Type I: Innovative suggestions which are considered effective and practicable in enhancing service delivery, which may not necessarily be technology-related, bringing benefits in improving the delivery of the Services.

@ Type II: Innovative suggestions which may not be directly relevant to the Services but which can bring positive values or benefits to the Government or public at large.

For both Type I and Type II innovative suggestions, marks will be given in accordance with the following rule:

Standard Score	Marking Standard
4	The proposed plan contains four (4) or more practicable innovative suggestions.
3	The proposed plan contains three (3) practicable innovative suggestions.
2	The proposed plan contains two (2) practicable innovative suggestions.
1	The proposed plan contains one (1) practicable innovative suggestion
0	The proposed plan does not contain any practicable innovative suggestions.

Marks will not be given to any innovative suggestion which a tenderer will neither be capable of nor responsible for implementation.

An innovative suggestion that scores marks under Type I will not earn marks again under Type II and vice versa. If the Tender Assessment Panel (“TAP”) considers that the same innovative suggestion could earn marks under Types I and II, it will be taken as scoring marks under Type I only. Each innovative suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.

Tenderers shall highlight the proposed innovative suggestions with all of the following details –

- the type (i.e. Type I or Type II) of innovative suggestion which each of them belongs to;
- the assessment criteria to which the suggestions are relevant;
- sufficient details on what improvements/benefits/positive values to which their proposed innovative suggestions can bring about; and
- how they are to be implemented,

in their submissions to facilitate tender evaluation. If a tenderer fails to specify item (a) and item (b) above, it will be deemed as proposed under Type I and Assessment Criterion (1).

Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the innovative suggestions. Marks will not be given if the tenderers only propose a concept without sufficient details. The information that shall be provided by the tenderers 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, 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.

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 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.

Apart from the proposed plans for Assessment Criteria (1) and (2), all practicable innovative suggestions accepted by the Government shall form part of the Contract.

Note 3: for Assessment Criterion (4) – Experience of Tenderer

Experience of the Tenderer shall be provided in Schedule 6.

Marks will be given according to the following marking guidelines:

Standard Score	Marking Standard
3	The tenderer has at least five (5) years of experience in providing both 1) centre operation and 2) guided tour service in Hong Kong Geopark
2	The tenderer has at least three (3) years of experience in providing both 1) centre operation and 2) guided tour service in Hong Kong Geopark
1	The tenderer has at least one (1) year of experience in providing both 1) centre operation and 2) guided tour service in Hong Kong Geopark
0	The tenderer has less than one (1) year of experience in providing centre operation or guided tour service in Hong Kong Geopark

Note 4: for Assessment Criterion (5) – Experience of Exhibition Staff

One Exhibition Staff shall be nominated in Schedule 6.

Marks will be given according to the following marking guidelines:

Standard Score	Marking Standard
3	The exhibition staff has at least five (5) years of experience in providing both 1) centre operation and 2) guided tour service in Hong Kong Geopark
2	The exhibition staff has at least three (3) years of experience in providing both 1) centre operation and 2) guided tour service in Hong Kong Geopark
1	The exhibition staff has at least one (1) year of experience in providing both 1) centre operation and 2) guided tour service in Hong Kong Geopark
0	The exhibition staff has less than one (1) year of experience in providing centre operation and guided tour service in Hong Kong Geopark

Note 5: for Assessment Criterion (6) – Experience of Counter Staff

Three Counter Staff shall be nominated in Schedule 6.

Marks will be given according to the following marking guidelines:

Standard Score	Marking Standard
3	All three counter staff have at least three (3) years of experience in providing counter service
2	All three counter staff have at least two (2) years of experience in providing counter service
1	All three counter staff have at least one (1) year of experience in providing counter service
0	One or more counter staff have less than one (1) year of experience in providing counter service

Stage 3 – Price Assessment

8. Failure to submit a Price Schedule in Schedule 3 with price information duly completed will render a tender invalid and will not be considered further. The price assessment is based on the Tender Price of the tenders which have passed Stage 2 assessment.

9. A maximum weighted price score of 30 will be allocated to the conforming tender with the lowest Tender Price, while the weighted price score for other conforming tenders will be calculated by the following formula: –

$$\text{Weighted Price Score} = 30 \times \frac{\text{Lowest Tender Price of the tender which passed the Stage 3 evaluation}}{\text{Tender Price of the tender which passed the Stage 3 evaluation}}$$

[Note: The weighted price score of each tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under Clause 7 above.]

Remarks: In accordance with Paragraph 4 of Terms of Tender, the Government may require a Tenderer who in the opinion of the Government, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such a Tenderer is capable of carrying out and completing the Contract. If a Tenderer fails to provide such justification or demonstration to the Government's reasonable satisfaction, the Government may reject its tender.

Stage 4 – Calculation of Combined Score

10. The combined score of a conforming tender will be determined by the following formula

–

$$\text{Weighted Technical Score} + \text{Weighted Price Score}$$

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 tenderer is fully (including technically, commercially and financially) capable of undertaking the Contract, and that the recommended tender is the most advantageous tender to the Government in accordance with the tender provisions.

12. If two or more tenderers obtain in the same highest combined score, the tender which obtains the highest weight technical score will be recommended for acceptance.