

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

Tender Ref. : AFCD/FMD/TD01/2021

TENDER FORM

Contract No. : _____

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked "Tender for
Provision of Services for the Design, Production and Installation of Exhibits at the Fisheries Hall of
the Lions Nature Education Centre in Tsiu Hang, Sai Kung"
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 _____ 29 July 2021 _____ (date) (Hong Kong time). Late Tenders will not be accepted.

INTERPRETATION*

INTERPRETATION (SUPPLEMENT)

PART 1 — TERMS OF TENDER*

Annex A to the Terms of Tender –

Part I: Method of providing the Contract Deposit*

Part II: Form of Banker's Guarantee*

Annex B to the Terms of Tender – Guidance Note GN-1 (Environmental Protection)*

PART 1A – TERMS OF TENDER (SUPPLEMENT)

Annex A to the Terms of Tender (Supplement) – Contact Details

Annex B to the Terms of Tender (Supplement) – Marking Scheme for Tender Evaluation

PART 2 — GENERAL CONDITIONS OF CONTRACT*

PART 3 — SPECIAL CONDITIONS OF CONTRACT

PART 4 — SERVICE SPECIFICATIONS

Annex A to the Service Specifications – Location map of Fisheries Hall

Annex B to the Service Specifications – Layout plan of Fisheries Hall

PART 5 — SCHEDULES

Schedule 1: Execution Plan

Schedule 2: Price Schedule

Schedule 3: Information Schedule

Schedule 4: Non-collusive Tendering Certificate

The items marked with an asterisk (*) can be downloaded from <https://pcms2.gld.gov.hk/iprod/#/ssm10701> for a copy of BD-TERMS-2 (April 2021) and hard copies will not be provided. Other items are attached to this Tender Form.

Dated this 18 day of 6 20 21



SO Chi-ming

Government Representative

PART 6 — OFFER TO BE BOUND

1. Having read the Tender Documents and in consideration of the Government agreeing to consider my/our Tender in accordance with the terms and conditions of the Tender Documents, I/we agree for and on behalf of the Tenderer named below that the Tenderer shall be bound by all of the terms and conditions as stipulated therein.
2. I/we agree for and on behalf of the Tenderer named below that the Tenderer shall 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 7 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. 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 :

.....

.....

References to the Interpretation section, the Terms of Tender and the General Conditions of Contract are those of the Standard Terms and Conditions in BD-TERMS-2 (April 2021)

INTERPRETATION (SUPPLEMENT)

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

“Commencement Date” has the meaning given to it in Clause 1 of the Special Conditions of Contract;

“Contract” means the contract made between the Government and the Contractor for the provision of Services for this tender on and subject to the terms and conditions set out in:

- (a) the Tender Documents;
- (b) the Tender including the Schedules submitted by the Tenderer as part of its Tender for the Contract subject to such modifications as agreed by the Government in awarding the Contract;
- (c) the Offer to be Bound as signed by the Contractor and forming part of this Tender;
- (d) the Conditional Acceptance and Tender Acceptance referred to in Paragraph 9 of Terms of Tender (Supplement);

and the and attachments to any of the above;

“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 11 of the Special Conditions of Contract;

“Contract Price” means the amount payable to the Contractor for the provision of the Services determined in accordance with the prices stipulated in Part A1 and Part A2 (if applicable) of the Price Schedule and the terms and conditions of the Contract;

“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;

“Deliverable” means all the deliverables, reports, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs, plans, models, opinions, comments created, developed, prepared, written or produced by the Contractor being the work product and/or services required to be produced/furnished under this Contract, including all the items set out in Clause 5 of the Service Specifications;

“Estimated Services Price”	means the amount described as such in Part A1 of the Price Schedule as quoted by a Tenderer for the provision for the whole of the Services (not including the additional services as stipulated in Clause 5.5(d)(iv) of Service Specifications);
“LNEC”	means the Lions Nature Education Centre;
“Materials”	means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Contractor, its employees, agents or sub-contractors in relation to the Services or under this contract (whether individually or collectively or jointly with the Government) including without limitation, any exhibits, displays, display boards, interactive games, interior and exterior decoration, flooring, layout plans, illustration, specifications, facilities, furniture, equipment, graphics, audio/video clips, projections, software, computer programs, computer files, electric/electronic devices, iconic figure/ mascot, figures, sketches, photographs, computer tapes/ diskettes, reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Contractor, its employees, agents or sub-contractors, including those recorded or stored by whatever means;
“Procuring Department” or “AFCD”	means the Agriculture, Fisheries and Conservation Department of the Government of Hong Kong Special Administrative Region of the People’s Republic of China;;
“Schedule”	means any of all of the Contract Schedules in Part 5 of the Tender Documents and as attached to the Tender Form; a reference to a Schedule includes the offer by the Tenderer and accepted by the Government if the Contract is awarded;
“Services”	means the services, tasks, obligations, duties, undertakings as stipulated in Part 4 – Service Specifications to be performed and discharged by the Contractor and shall be inclusive of all related services and subject matters specified in the Contract;
“Service Specifications”	means the Service Specifications set out in Part 4 of the Tender Documents and its Annexes and as attached to the Tender Form;
“Tender Acceptance” and “Date of Tender Acceptance”	has the meaning given to it in Paragraph 9 of the Terms of Tender (Supplement); “Date of Tender Acceptance” shall be construed accordingly.

“Tender Documents”	means the Tender Documents as listed in Paragraph 1.2 of the Terms of Tender (Supplement);
“Tender Form”	means the part of the Tender Documents described as such;
“Term of Tender (Supplement)”	means the Terms of Tender (Supplement) set out in Part 1A of the Tender Documents and as attached to the Tender Form;

2. The definitions of the following terms and expressions given in the Interpretation section of the BD-TERMS-2 (April 2021) shall not apply and shall be replaced by the terms and expression as defined in Paragraph 1 or as modified in Paragraph 3 hereof:
 - (a) Appendix;
 - (b) Contract Price;
 - (c) Date of Tender Acceptance;
 - (d) Estimated Services Price for an Item;
 - (e) Materials;
 - (f) Procuring Department;
 - (g) Schedule;
 - (h) Service Specifications;
 - (i) Services;
 - (j) Tender Acceptance
 - (k) Tender Documents;
 - (l) Terms of Tender (Supplement); and
 - (m) Total Estimated Services Price.

3. References to a term or expression defined in the Interpretation section shall have the following modifications:
 - (a) a reference to Appendix in the Tender Documents means Annex A to the Terms of Tender (Supplement);
 - (b) a reference to Price Schedule means the Price Schedule in Schedule 2 at Part 5 of the Tender Documents;
 - (c) a reference to Information Schedule in the Tender Documents means the Information Schedule in Schedule 3 at Part 5 of the Tender Documents;
 - (d) a reference to Total Estimated Services Price in the Tender Documents means the Estimated Services Price as defined in Paragraph 1.

References to the Interpretation section, the Terms of Tender and the General Conditions of Contract are those of the Standard Terms and Conditions in BD-TERMS-2(April 2021)

PART 1A

TERMS OF TENDER (SUPPLEMENT)

1. Invitation to Tender (to be read in conjunction with Paragraph 1 of the Terms of Tender)

1.1 Paragraph 1.1 of the Terms of Tender shall be removed and substituted by:

“Tender are invited for the provision of the whole of the Services for the design, production and installation of exhibits at the Fisheries Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung as stipulated in the Service Specifications subject to and in accordance with the Tender Documents.”

1.2 The Tender Documents identified as AFCD/FMD/TD01/2021 consists of the following:

- (a) Tender Form containing the Lodging of Tender section, Part 6 – Offer to be Bound and Part 7 – Memorandum of Acceptance;
- (b) Interpretation*
- (c) Interpretation (Supplement)
- (d) Part 1 — Terms of Tender*
 - Annex A to the Terms of Tender –
 - Part I: Method of providing the Contract Deposit*
 - Part II: Form of Banker’s Guarantee*
 - Annex B to the Terms of Tender – Guidance Note GN-1 (Environmental Protection)*
- (e) Part 1A – Terms of Tender (Supplement)
 - Annex A to the Terms of Tender (Supplement) – Contact Details
 - Annex B to the Terms of Tender (Supplement) – Marking Scheme for Tender Evaluation
- (f) Part 2 — General Conditions of Contract*
- (g) Part 3 — Special Conditions of Contract
- (h) Part 4 — Service Specifications
 - Annex A to the Service Specifications – Location map of Fisheries Hall
 - Annex B to the Service Specifications – Layout plan of Fisheries Hall
- (i) Part 5 — Schedules
 - Schedule 1: Execution Plan
 - Schedule 2: Price Schedule
 - Schedule 3: Information Schedule
 - Schedule 4: Non-collusive Tendering Certificate
- (j) Any supplementary information or tender addenda issued by the Government pursuant to Paragraph 7 of the Terms of Tender (Supplement)

and expressed to be forming part of the Tender Documents.

- 1.3 The items of BD-TERMS-2 (April 2021) as marked with an asterisk (*) in Paragraph 1.2 above can be downloaded from the webpage at the address <https://pcms2.gld.gov.hk/iprod/#/ssm10701> and hard copies will not be provided.
- 1.4 The Tender Documents (excluding those downloadable items as stated in Paragraphs 1.2 and 1.3 above) may be collected from the reception of:
- Agriculture, Fisheries and Conservation Department
5/F Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road
Kowloon Hong Kong
- 1.5 For the purpose of this Invitation to Tender, electronic tendering (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 Invitation to Tender.
- 1.6 Tenders will be considered on an overall basis. Partial tenders will not be considered.
- 1.7 Joint submission is not allowed. A Tender submitted by two or more entities will not be considered.

2. Submission of Tender and Two-Envelope System (to be read in conjunction with Paragraphs 3 and 7 of the Terms of Tender)

- 2.1 A Tenderer shall submit, in the following manner, its completed Tender in accordance with the terms of the Tender Documents before the Tender Closing Time. **A Tender not so submitted (for example, a Tender submitted by e-mail or facsimile) and late Tenders will not be considered.**
- 2.2 A Tender is considered as complete if it is submitted **in triplicate** (i.e. one set of originals and two sets of plain copies) and contains all of the information and documents (duly completed by the Tenderer) set out in below:
- (a) An Offer to be Bound in form at Part 6 of the Tender Form which must be duly signed by the Tenderer in accordance with Paragraphs 3.3(a)(i) and 3.10(a)(i) of the Terms of Tender;
 - (b) Schedule 1: Execution Plan as required in Paragraph 5 below;
 - (c) Schedule 2: Price Schedule;
 - (d) Schedule 3: Information Schedule together with all the information and supporting documents required therein and in Paragraph 7 of the Terms of Tender;

- (e) Annex A to the Terms of Tender, Part I: Method of providing the Contract Deposit;
- (f) Annex A to the Terms of Tender (Supplement): Contact Details;
- (g) Non-collusive Tendering Certificate in the form at Schedule 4 of Part 5 hereof duly signed by the Tenderer; and
- (h) All information and documents required under the Tender Documents or relevant to its Tender including those set out in Paragraph 7 of the Terms of Tender and those which are necessary to substantiate the Tenderer's offers and claims in the Tender.

2.3 If a Tenderer fails to submit any or all of the items below by the Tender Closing Time, **its Tender will not be considered further:**

- (a) An Offer to be Bound in the form as prescribed at Part 6 of the Tender Form duly signed by the Tenderer in accordance with Paragraphs 3.3(a)(i) and 3.10(a)(i) of the Terms of Tender;
- (b) Schedule 1: Execution Plan comprising a Work Plan, Design Plan, Quality Plan and a Promotion Plan;
- (c) Schedule 2: Price Schedule with the prices in Part A1 and Part A2 duly quoted.

2.4 Paragraph 3.5 of the Terms of Tender shall be extended by including the words "or reject the Tender at its sole discretion of the Government" at the end of the paragraph.

2.5 A two-envelope system will be adopted for this Tender. Tenderer shall submit the following documents in two separate, sealed envelopes clearly labelled Envelope A and Envelope B on the outside -

- (a) Documents relating to the price information i.e. the original copy and two copies of the Price Schedule – Price Proposal fully completed, signed, stamped with company chop should be enclosed in a sealed envelope clearly marked "Envelope A" and "**Tender Reference: AFCD/FMD/TD01/2021 – Tender for the Provision of Services for the Design, Production and Installation of Exhibits at the Fisheries Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung – Price Proposal**"; and
- (b) Documents relating to the technical information i.e. the original copy and two copies of the duly signed Offer to be Bound form and all other documents and information as stipulated in Paragraph 2.2, forms, schedules and documents required by this tender but without any indication on the price information) should be enclosed in another sealed envelope clearly marked "Envelope B" and "**Tender Reference: AFCD/FMD/TD01/2021 – Tender for the Provision of Services for the Design, Production and Installation of Exhibits at the Fisheries Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung – Technical Proposal**".

- (c) The proposal comprising both Envelope A and Envelope B should be –
 - (i) enclosed in a sealed envelope (Envelope C) addressed to the person specified in the “Lodging of Tender” section of the Tender Form and clearly marked “**Tender Ref. : AFCD/FMD/TD01/2021 – Provision of Services for the Design, Production and Installation of Exhibits at the Fisheries Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung**”; and
 - (ii) deposited at the Specified Tender Box before the Tender Closing Time.
- (d) Each tenderer may only submit one tender.
- (e) Incomplete tenders or tenders submitted in a form or manner other than that described above may be rejected.

2.6 Paragraphs 3.1, 3.2 and 3.3(b) of the Terms of Tender do not apply.

3. Essential Requirements (to be read in conjunction with Paragraphs 6 & 8 of the Terms of Tender)

- 3.1 No sub-contracting will be considered. A tender containing a sub-contracting proposal will not be further processed and will be disqualified. Paragraphs 8.1, 8.2 and 8.4 of the Terms of Tender do not apply.

4. Tender Evaluation

- 4.1 The Government will use the Marking Scheme for Tender Evaluation as set out in Annex B to the Terms of Tender (Supplement) for the evaluation of 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 the evaluation of Tenders:

- (a) Stage I – Completeness Check on the Tender Offers Submitted
Technical proposal of all Tenders will be checked to ensure completeness. Only those Tenders which pass the completeness check will proceed to Stage II – Compliance with Essential Requirement. A Tenderer who failed to submit the duly completed documents required in Paragraph 2.3 above by the Tender Closing Time will not be considered further.
- (b) Stage II – Compliance with Essential Requirement
The Tenders will be checked against the essential requirements, including but not limited to those set out in the Terms of Tender and in these Terms of Tender (Supplement). Only those conforming Tenders which satisfy the

essential requirements will enter into Stage III – Technical Assessment.

- (c) **Stage III – Technical Assessment**
The Technical Score of conforming Tenders will be assessed in accordance with the criteria set out under Stage III of the Marking Scheme. Tenderers should note the passing mark of individual criteria (where applicable) 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 evaluated further.
- (d) **Stage IV – Price Assessment**
The price information of Tenders that have passed Stage III – Technical Assessment will be assessed according to the formula stated under “Stage IV – Price Assessment” of the Marking Scheme.
- (e) **Stage V – Calculation of Combined Score**
The combined score of the Tenders which passed the Stage III – Technical Assessment and Stage IV – Price Assessment will be calculated. Subject to other provisions in the Terms of Tender and the Marking Scheme for Tender Evaluation at Annex B hereto, the Tender that has achieved the highest combined score will normally be recommended for acceptance.

5. Execution Plan

- 5.1 Each Tenderer shall submit with its Tender an Execution Plan comprising a Work Plan, Design Plan, Quality Assurance Plan, Promotion Plan and Innovative Suggestions describing how the Tenderer proposes to carry out the Contract. Detailed requirements of these plans are shown in Schedule 1 – Execution Plan. **If a Tenderer fails to submit any of the Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan by the Tender Closing Time, its Tender will not be considered further. If a Tenderer fails to submit Innovative Suggestions by the Tender Closing Time, it shall be deemed to have offered no Innovative Suggestions. The Tender will be considered on an as-is basis and the assessment criterion on Innovative Suggestions will be scored zero according to the Marking Scheme for Tender Evaluation at Annex A hereto.**
- 5.2 Tenderers should note that the Government may request modification to the Execution Plan from time to time under Clauses 6.1 and 6.2 of the Special Conditions of Contract and Clause 5.5 of Service Specifications, and the Contractor shall perform and comply with such request accordingly.

6. Prices (to be read in conjunction with Paragraph 5 of the Terms of Tender)

- 6.1 A Tenderer shall quote all the prices requested for in the Tender Documents in Hong Kong Dollars. Such prices shall be net prices allowing for all trade and cash

discounts. The prices shall cover all expenses incidental to the due and proper performance of the Contract by the Contractor. A price quoted in other currencies will render the Tender not to be considered.

- 6.2 Prices quoted by a Tenderer shall only be shown in the Price Schedule.
- 6.3 A Tenderer must quote fixed prices for Part A1 and Part A2 in the Price Schedule. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further. A Tenderer must quote a price for Part A1, otherwise its Tender will be considered as invalid and will not be considered further. If a Tenderer fails to quote price for Part A2, it will be deemed to offer the additional services at no cost to the Government. Without prejudice to the foregoing, the Government Representative may but is not obliged to seek clarification with the Tenderer to confirm its abidance to these terms in the manner and within the time as specified in the request. If the Tenderer refuses or fails to provide such confirmation in the manner and within the time so specified, the tender will not be considered further.
- 6.4 A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).
- 6.5 Without prejudice to the generality of the Terms of Tender, the Government may require a Tenderer who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that such a Tenderer is capable of carrying out and completing the Contract. The Government may reject the Tender if the Tenderer fails to so justify and demonstrate to the Government's satisfaction.
- 6.6 Paragraphs 5.1 to 5.3 and 5.8 of the Terms of Tender do not apply.

7. Addendum (to replace Paragraph 2 of the Terms of Tender)

Should the Government require any amendments, clarifications or adjustments to be made to the Tender Documents for the purpose of the tendering, the Government will issue to all potential Tenderers numbered addenda giving full details of such amendments, clarification or adjustment. The Tenderer shall acknowledge receipt of these addenda. These addenda if comprising an amendment, clarification or adjustment to any provisions of the Tender Documents, shall form a part of the Contract and shall take priority over the documents previously issued.

8. **Award of Contract** (Paragraph 17 of the Terms of Tender shall be read subject to this Paragraph 8.)

- 8.1 A Tender shall be considered on an overall basis. A Tender for only part of the Services will not be considered. Paragraphs 17.4 and 17.5 of the Terms of Tender do not apply.
- 8.2 The Government may elect at its sole option to accept any or any part of additional services as set out in Part A2 of the Price Schedule or the Tenderer's Tender generally. Paragraph 17.6 of the Terms of Tender does not apply.

9. **Acceptance** (Paragraph 18 of the Terms of Tender shall be read subject to this Paragraph 9.)

- 9.1 The Government will issue a letter of conditional acceptance ("Conditional Acceptance") to the successful Tenderer to indicate that the Tender is accepted on the following conditions:
- (a) the Contract Deposit has been duly paid in accordance with Paragraph 20 of the Terms of Tender (as revised by Paragraph 10 below); and
 - (b) any other conditions as may be specified by the Government in the Conditional Acceptance.
- 9.2 If the Government is satisfied that the Contract Deposit has been duly paid and the other conditions are fulfilled, it will issue a confirmation in writing ("**Tender Acceptance**") and send it either by post or facsimile transmission to the successful Tenderer's address or facsimile number (as the case may be) specified in the Appendix to the Terms of Tender (Supplement). A binding Contract between the Government and the successful Tenderer is only constituted:
- (a) if the Tender Acceptance is sent by post, at the time of posting; or
 - (b) if the Tender Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Government's facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.
- 9.3 If the Tenderer fails to pay the Contract Deposit or fulfill any other conditions by the specified time and in the specified manner, the Conditional Acceptance shall lapse and of not effect as if no Conditional Acceptance had been issued. The Government shall be at liberty to consider other conforming Tenders or re-tender or take such other steps as it considers appropriate.
- 9.4 Paragraphs 18.1 and 18.4 of the Terms of Tender do not apply.

10. Contract Deposit (to be read in conjunction with Paragraph 20 of the Terms of Tender)

References to the “Date of Tender Acceptance” in Paragraph 20.1 and 20.2 shall be substituted with “the date of the Conditional Acceptance issued pursuant to Paragraph 9 of the Terms of Tender (Supplement)” to the intent and effect that the successful Tenderer shall pay the Contract Deposit within twenty-one (21) days from the date of such Conditional Acceptance.

11. Tender Briefing Session and Site Visit

A tender briefing session and site visit will be held from 2:30 p.m. to 4:30 pm, on 28 June 2021 at the Lions Nature Education Centre in Tsiu Hang, Sai Kung. All entities who wish to submit a Tender are strongly recommended to attend this briefing session and the site visit. Those who would like to attend the tender briefing session and site visit should complete the reply slip attached to the Terms of Tender (Supplement) and send it back on or before 24 June 2021 to Ms Samantha LEE to register (Fax: 2814 0018, email: samantha_lee@afcd.gov.hk). Each entity may nominate not more than two representatives for the briefing session and site visit.

12. Enquiries

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

Ms Samantha LEE
Fisheries Management Division
Aberdeen Fisheries Office,
100A Shek Pai Wan Road,
Aberdeen, Hong Kong
(Fax No. : 2814 0018; email: samantha_lee@afcd.gov.hk)

Reply Slip for Tender Briefing Session

To: Fisheries Management Division,
Agriculture, Fisheries and Conservation Department
(Attn: Ms Samantha LEE)
Fax: 2814 0018
Email: samantha_lee@afcd.gov.hk

**Provision of Services for the Design, Production and Installation of Exhibits
at the Fisheries Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung**
Tender Ref.: AFCD/FMD/TD01/2021

(Please return this Reply Slip on or before 24 June 2021 by 5:00 p.m.)

Representative(s) of _____ (Name of Company) will attend the briefing session to be held at the Lions Nature Education Centre in Tsiu Hang, Sai Kung at **2:30 p.m. – 4:30 p.m. on 28 June 2021**. The representative(s) is / are:

Name	Position	Contact Phone No. and Email Address
Mr/ Ms*		
Mr/ Ms*		

** Delete whichever is inappropriate.*

Signature: _____

Name: _____

Post title: _____

Company/Organisation: _____

Telephone no.: _____

Fax no.: _____

E-mail address: _____

Date: _____

PART 1A

TERMS OF TENDER (SUPPLEMENT)

Annex A to the Terms of Tender (Supplement) – Contact Details

Contact details of:

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

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

- (1) The Government (Procuring Department):

Agriculture, Fisheries and Conservation Department
Hong Kong SAR Government

Address: Fisheries Management Division
Aberdeen Fisheries Office,
100A Shek Pai Wan Road,
Aberdeen, Hong Kong
Attn: Ms Samantha LEE
Facsimile Number: 2814 0018
Email Address: samantha_lee@afcd.gov.hk

- (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:

PART 1A

TERMS OF TENDER (SUPPLEMENT)

Annex B to the Terms of Tender (Supplement) – Marking Scheme for Tender Evaluation

A two-envelope approach with a technical to price weighting of 70:30 will be adopted for tender evaluation whereby the Price Assessment will be conducted only after the Technical Assessment. All tenders will be assessed in the following manner.

Stage I – Completeness Check on the Tender Offers Submitted

All tenders received will be checked on whether all the documents and information required in Paragraph 2 of the Terms of Tender (Supplement) have been submitted. **Failure to submit** any of the information or documents as Paragraph 2.3 of the Terms of Tender (Supplement) **on or before the Tender Closing Time will render a tender invalid and the tender will not be considered further.**

Stage II – Compliance with Essential Requirement

The Tenders will be checked against the essential requirements, including but not limited to those set out in Paragraph 3 of the Term of Tender (Supplement). Only those conforming Tenders which satisfy the essential requirements will enter into Stage III – Technical Assessment.

Stage III – Technical Assessment (70% of Overall Assessment)

1. Tenderers who have passed Stage I and II will be further evaluated based on the following assessment criteria and marks will be given to tenders in accordance with the information provided by the Tenderers.
2. The maximum total technical mark is 100 and 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. A passing mark of 17 is set for Assessment Criteria (1) to (4) in Part A, which is 25% of the maximum mark (68) for the said Assessment Criteria. There are no passing marks for the other Assessment Criteria. In other words, tenders which attain the passing mark of 17 for Assessment Criteria (1) to (4) in Part A will be considered as a conforming tender. **Tenders that do not attain the passing mark of 17 for Assessment Criteria (1) to (4) in Part A will not be considered further.**

3. Assessment of Technical Proposals will be based on the assessment criteria set out in this Marking Scheme. Each of the assessment criteria will be scored in accordance with the Explanatory Notes for this Marking Scheme.

Assessment Criteria		Maximum Mark	Passing Mark
(A) Execution Plan			
1	Work Plan (see Notes 1 and 2)	15	17
2	Design Plan (see Notes 1 and 3)	25	
3	Quality Assurance Plan (see Notes 1 and 4)	14	
4	Promotion Plan (see Notes 1 and 5)	14	
5	Innovative Suggestions (see Note 6)		
	(a) Type I – Directly relevant to the project	12	n/a*
	(b) Type II – Not directly relevant to the project but can bring positive values or benefits to the Government or public	5	n/a*
	Sub-total for (A)	85	n/a
(B) Tenderer's Experience			
6	Experience in design, production and set-up for indoor venues, e.g. science museums, education visitor centres, in the period ten years immediately before the Tender Closing Time not including any extension pursuant to Paragraph 3.7(b) and (c) of the Terms of Tender or otherwise (see Notes 7 and 9)	8	n/a
7	Relevant experience in fisheries/ agriculture/ conservation-related exhibition design and production (see Notes 8 and 9)	7	n/a
	Sub-total for (B)	15	n/a
	Total	100	n/a

* Not applicable; no passing marking for this Part / Assessment Criterion

4. The submission for the Technical Proposal, excluding the Tenderer's background information, experience and documentary proof, **shall not be more than 50 pages in 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 and/or not complying with the specified requirements on margin and/or font size will be considered in the tender evaluation but marks will be deducted from the total technical scores as follows:**

Each excessive page	0.5 marks per page (subject to a maximum of 8 marks)
Non-compliance with the margin requirement	0.5 marks
Non-compliance with the font size requirement	0.5 marks

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

$$70 \times \frac{\text{Total Technical Score of the Conforming Tender being Assessed}}{\text{The Highest Total Technical Score among All the Conforming Tenders}}$$

[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.]

Stage IV - Price Assessment (30% of Overall Assessment)

1. Failure to submit a Price Schedule with price information in Part A1 and Part A2 duly completed will render a tender invalid and will not be considered further. Subject to Paragraph 6 of Terms of Tender (Supplement), the Price Assessment is based on the Estimated Services Price under Part A1 of the Price Schedule for the tenders which have passed Stage III assessment.
2. A maximum weighted price score of 30 will be allocated to the conforming tender with the lowest Estimated Services Price, while the weighted price score for other conforming tenders will be calculated by the following formula

$$30 \times \frac{\text{The Lowest Estimated Services Price among all Conforming Tenders}}{\text{Estimated Services Price of the Conforming Tender being Assessed}}$$

[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 of Stage II above.]

3. The amount quoted by a Tenderer for the provision of the additional services in Part A2 and any prompt payment discount offered in Part C of the Price Schedule will not be considered in the price assessment at Stage IV but see Stage V assessment below.

Stage V – Calculation of Combined Score

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

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

2. Normally, the tender with the highest combined score will be recommended for acceptance. Provided that where there are two or more conforming tenders having attained the same combined score, the price for the provision of the additional services quoted in Part A2 of the Price Schedule will be taken into account, in which case the tender with the lowest price quoted for such additional services 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.

Explanatory Notes on Allocation of Scores to Assessment Criteria in Stage III - Technical Assessment

Note 1: Marking Guidelines for Assessment Criteria (1) to (4)

Marks (excluding those reserved for Innovative Suggestions) will be given to Assessment Criteria (1) to (4) in accordance with the following five-grade approach:

<u>Grade</u>	<u>Percentage of Maximum Mark</u>
Very Good	100%
Good	75%
Satisfactory	50%
Fair	25%
Poor	0%

A **“Very Good”** grade will be given if the proposed plan:

- i) is highly effective and practicable; and
- ii) provides clear, logical and detailed information on **all the six listed items**.

A **“Good”** grade will be given if the proposed plan:

- i) is effective and practicable; and
- ii) provides detailed information on at least **four listed items** and brief information on the remaining items.

A **“Satisfactory”** grade will be given if the proposed plan:

- i) is effective and practicable; and
- ii) provides detailed information on at least **three listed items** and brief information on the remaining items.

A **“Fair”** grade will be given if the proposed plan:

- i) is generally practicable; and
- ii) provides information on all listed items.

A **“Poor”** grade will be given if the proposed plan:

- i) is impracticable; or
- ii) fails to provide information on any one of the listed items.

Note 2: Marking Guidelines for Assessment Criteria (1) – Work Plan

The Work Plan shall cover the items described in Part A (1) of Schedule 1. Marks will be given according to the marking guidelines provided in Note 1 above.

Note 3: Marking Guidelines for Assessment Criteria (2) – Design Plan

The Design Plan shall cover the items described in Part A (2) of Schedule 1. Marks will be given according to the marking guidelines provided in Note 1 above.

Note 4: for Assessment Criteria (3) – Quality Assurance Plan

The Quality Assurance Plan shall cover the items described in Part A (3) of Schedule 1. Marks will be given according to the marking guidelines provided in Note 1 above.

Note 5: Marking Guidelines for Assessment Criteria (4) – Promotion Plan

The Promotion Plan shall cover the items described in Part A (4) of Schedule 1. Marks will be given according to the marking guidelines provided in Note 1 above.

Note 6: Marking Guidelines for Assessment Criterion (5) – Innovative Suggestions

Tenderers are encouraged to make innovative suggestions in their proposed plans for Assessment Criteria (2) to (4). Out of the maximum marks of 85 for Part A, 17 marks are reserved for assessing innovative suggestions (i.e. a maximum of 10 marks, 4 marks and 3 marks for innovative suggestions in their proposed plans for Assessment Criteria (2), (3) and (4) respectively).

These marks for innovative suggestions will be given to two types of innovative suggestions as follows:

- (a) Type I – innovative suggestions which are considered effective and practicable in improving the delivery of the Programme. The benefits that this type of innovative suggestions shall bring about are not pre-defined for tender assessment. Tenderers may propose innovative suggestions, which may not necessarily be technology-related, bringing benefits in terms of the following:
- better quality of the Services;
 - faster completion of the Services;
 - boosting of visitors' satisfaction;
 - increasing visitors to the Fisheries Hall; and
 - any other benefits that can facilitate the operation of the Fisheries Hall after renovation.

Innovative suggestions will be assessed **in comparison to how the Services are previously delivered under the existing contract or the conventional mode of**

service delivery adopted by the Government.

- (b) Type II – innovative suggestions which may not be directly relevant to the Services but which can bring about positive values or benefits to the Government or public at large. Such positive values or benefits may include, inter alia, the following:

- sustainable development of the fisheries industry;
- development of new technology;
- facilitate public education; and/ or
- environmental protection.

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

The distribution of marks for innovative suggestions between Type I and Type II in respect of Assessment Criteria (2) to (4) are as follows:

Assessment Criterion	Maximum Mark for Type I innovative suggestions	Maximum Mark for Type II innovative suggestions
(2) Design Plan	8	2
(3) Quality Assurance Plan	2	2
(4) Promotion Plan	2	1
Total:	12	5

For Type I innovative suggestion meeting the requirements under (a) above, marks will be given in accordance with the following rule:

Percentage of Maximum Mark	Marking Standard
100%	The proposed plan contains three or more practicable innovative suggestions.
66%	The proposed plan contains two practicable innovative suggestions.
33%	The proposed plan contains one practicable innovative suggestion.
0%	The proposed plan does not contain any innovative suggestions.

For Type II innovative suggestion, marks will be given in accordance with the following rule:

Percentage of Maximum Mark	Marking Standard
100%	The proposed plan contains three or more practicable innovative suggestions.

66%	The proposed plan contains two innovative suggestions.
33%	The proposed plan contains one innovative suggestion.
0%	The proposed plan does not contain any innovative suggestions.

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. Furthermore, an innovative suggestion scores marks under one assessment criterion will not earn marks again under the other assessment criteria. If the TAP considers that the same innovative suggestion could score marks under more than one assessment criterion, it will be taken as scoring marks under the first relevant criterion. For example, if a Tenderer proposes the same innovative suggestion which could earn marks under both Assessment Criteria (2) and (3), it will be taken as scoring marks under Assessment Criterion (2) only.

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

- (a) the type (i.e. Type I or Type II) of innovative suggestion which each of them belongs to;
- (b) the assessment criteria to which the suggestions are relevant;
- (c) sufficient details on what improvements/benefits/positive values to which their proposed innovative suggestions can bring about; and
- (d) 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 not allowed to provide additional information not contained in their original tender submissions.

All practicable innovative suggestions included in the proposed plans submitted by the successful tenderer for Assessment Criteria (2) to (4) and accepted by the Government shall also form part of the Contract.

Note 7: Marking Guidelines for Assessment Criterion (6) – Experience in design, production and set-up for indoor venues

Assessment will be based on the aggregate number of years of experience in providing services in design, production and set-up for indoor venues in the period ten years immediately before the Tender Closing Time not including any extension pursuant to Paragraph 3.7(b) and (c) of the Terms of Tender or otherwise.

Marks will be given to this Assessment Criterion in accordance with the following rule:

<u>Mark</u>	<u>Aggregate number of years of experience</u>
8	≥ 10
6	≥ 8 to < 10
4	≥ 6 to < 8
2	≥ 4 to < 6
0	0 to < 4
	<u>or</u>
	<u>failing to produce documentary proof to support its</u>
	<u>claim of experience</u>

Note 8: Marking Guidelines for Assessment Criterion (7) – Relevant experience in agriculture/ fisheries/ conservation-related exhibition design and production

Assessment will be based on the aggregate number of relevant exhibition design and production in the period ten years immediately before the Tender Closing Time not including any extension pursuant to Paragraph 3.11 of the Terms of Tender or otherwise.

Marks will be given to this Assessment Criterion in accordance with the following rule:

<u>Mark</u>	<u>Aggregate number of relevant exhibition design and production</u>
7	> 5
5	> 3 to ≤ 5
3	> 1 to ≤ 3
0	0 to ≤ 1
	<u>or</u>
	<u>failing to produce documentary proof to support its claim of number</u>

Note 9: Marking Guidelines for Assessment Criteria (6) and (7)

For the purpose of counting the experience of a Tenderer in respect of Assessment Criteria (6) and (7), a Tenderer shall submit documentary evidence to substantiate its claim of the experience. Experience not substantiated will not be taken into account. The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered under the same name of the Tenderer. For the avoidance of doubt, a Tenderer's experience gained in its capacity as a sub-contractor or the experience of a parent company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of "parent company" and "subsidiary" follow the meanings under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong). If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual partner's experience, will be counted. The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of two (2) years' experience" is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience under a single contract or different contracts. Local and/or outside Hong Kong experience will be counted.

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PART 3

SPECIAL CONDITIONS OF CONTRACT

1. **Contract Period** (to be read in conjunction with Clause 1 of the General Terms of Contract)

- 1.1 Subject to the Government's right of extension or early termination pursuant to the terms of the Contract, this Contract shall be for a period of twenty-two (22) months ("**Contract Period**"). The Contractor shall provide the Service to the Government for the period commencing on 1 October 2021 or such later date as specified in the Tender Acceptance ("**Commencement Date**").
- 1.2 Notwithstanding Clause 1.1 above, the Government may extend the Contract Period pursuant to Clause 5.5(d)(iv) of the Service Specifications.

2. **Services to be Provided**

- 2.1 The Contractor shall during the Contract Period –
- (a) provide the Services as set out in Part 4 – Service Specifications and other parts of the Contract;
 - (b) provide all facilities, tools, materials and equipment to ensure that the Services are provided in accordance with the terms and conditions of the Contract;
 - (c) upon request by the Government Representative, provide additional services of extending the Defects Liability and Guarantee Period as stated in Clauses 5.5(d) in the Service Specifications in accordance with Clause 1.2 above and Clause 6.3 in Terms of Tender (Supplement); and
 - (d) provide all other services required under the Contract.
- 2.2 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. **Inspection and Payment** (to be read in conjunction with Clauses 8 and 11 of the General Conditions of Contract)

- 3.1 All Services performed will be subjected, before payment, to the inspection by the Government Representative who may withhold payment when any aspect of the Services including submission of Deliverables 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 and accepted in writing.
- 3.2 If, upon inspection, any of the Services including Deliverables submitted is found to be sub-standard or failed to comply fully with the Service Specifications, the Contractor shall, at its option and solely at its own cost and expense, revise or modify

the relevant Services so that the relevant Services meet the required standards and/or conform to the Service Specifications within a reasonable time agreed by the Government.

- 3.3 The Contract Price shall be payable by instalments as set out in Part B – Payment Schedule of the Price Schedule. Invoices shall be sent by the Contractor to the Government Representative or as otherwise directed. Unless otherwise specified, payment shall be made after the Services have been performed and that the Services have, in all respects, been performed in accordance with the Service Specifications and to the satisfaction of the Government Representative. The Government Representative may, at his/her discretion, order such payments to be made as he/she may consider appropriate.
- 3.4 Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning payment shall be addressed to the office as detailed below. The Government Representative shall not be liable for any delay in payment if invoices and correspondence are not so addressed.

Contact Person and Contact Tel. No.	Address for Receiving the Invoice
Mr. Homer CHAU Ho-shing Tel. No.: 2873 8353 Fax No.: 2814 0018	Aberdeen Fisheries Office, 100A Shek Pai Wan Road, Aberdeen, Hong Kong

4. Delegation of Powers

The Government Representative may delegate any of the powers and functions vested in him/her to other officers. If the Contractor is dissatisfied with a decision or instruction of any such officer the matter shall be referred to the Government Representative for a ruling.

5. Contractor's Office and Staffing

The Contractor shall maintain for the duration of the Services an office in Hong Kong under the control of the Project Director/Manager of the Contractor who shall be responsible for the Services. He/She shall have adequate authority and sufficient professional, technical and administrative support staff in all relevant disciplines to ensure progress to the satisfaction of the Government Representative.

6. Modification and Review of the Work Plan, Design Plan, Quality Assurance Plan, Promotion Plan and Innovative Suggestions

- 6.1 The Contractor shall at all times during the Contract Period comply with and implement the Work Plan, Design Plan, Quality Assurance Plan, Promotion Plan and the Innovative Suggestions (if any) submitted by the Contractor in its tender for the Contract subject to any further modifications stipulated by the Government, all of which are set out in Schedule 1 – Execution Plan.

- 6.2 The Government Representative may from time to time during the Contract Period instruct the Contractor in writing to modify the Work Plan, Design Plan, Quality Assurance Plan, Promotion Plan and Innovative Suggestions provided in Part B of Schedule 1 or any part thereof to suit the service and operational needs of the Government. The Contractor shall promptly and diligently carry out and comply with such instructions within the time and in the manner as specified in the instructions. For the avoidance of doubt, the Contract Price stipulated in Schedule 2 – Price Schedule is inclusive of, hence, no additional charges shall be payable to the Contractor for the discharge of these instructions.
- 6.3 Throughout the Contract:-
- (a) the Contractor shall perform the Services as prescribed in the Service Specifications and the Execution Plan in Schedule 1 as approved by the Government, or as the Government Representative may direct from time to time; and
 - (b) the Contractor shall carry out the Services in accordance with all requirements and specifications set out in the Contract, including without limitation the Schedules. 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. Site Safety

- 7.1 The Contractor shall display advisory and warning signs, labels and/or posters for the promotion and enhancement of safety.
- 7.2 The Contractor shall ensure that all tools, plant, equipment and temporary facilities and all other items used in carrying out the services/works how-so-ever provided are in a safe, sound and good condition, are capable of performing the functions for which they are intended, and where required by the law or by the relevant codes of practice, are licensed and/or have been issued with the necessary permits for use.
- 7.3 The Contractor shall deploy a Registered Electrical Worker (REW) of the appropriate grade under the Electricity Ordinance (Cap.406) to handle the entire temporary electrical systems and installations on the works locations.
- 7.4 The Contractor shall carry out regular routine inspections of the temporary electrical systems. The checklists shall be developed by the Contractor and shall be signed by the REW after each inspection and/or checking.
- 7.5 The Contractor shall throughout the progress of the works take full responsibility for the adequate safety of all operations on the respective exhibition location. The Contractor shall keep the works in an orderly state appropriate to the avoidance of danger to all persons. The Contractor shall provide and maintain when and where necessary adequate safety precautionary measures, including but not limited to lights, guards, fences and warnings signs for the protection of safety of the public.

8. Avoidance of Nuisance

All works are to be carried out in such a manner as to cause as little inconvenience as possible to nearby property and the public in general. The Contractor shall be held responsible for any claims which may arise from such inconvenience.

9. Insurance and Compensation

- 9.1 The Contractor shall effect an Employees' Compensation Insurance Policy to cover the Contractor and Contractor's employees and shall continue such insurance during the continuance of the Contract and shall, when required, be inspected by the Government Representative.
- 9.2 In the event of any workman or other person employed in connection with the Contract whether in the employment of the Contractor or a sub-contractor suffering any personal injury and whether there be a claim for compensation or not, the Contractor shall, without delay, notify the Commissioner of Labour in such form as the Commissioner of Labour may require and shall forward one copy of such notification to the Government Representative.

10. Arrangement During Epidemic Illness

In the event of illness of any epidemic nature breaking out and the Contractor shall comply with all such orders, arrangements or regulations as may be issued by the Government of the Hong Kong Special Administrative Region with a view to stamping out the same. The Contractor shall comply with any instructions issued by the Government of the Hong Kong Special Administrative Region regarding measures to be adopted to prevent or control diseases of any kind. This clause is without prejudice to Clause 27 of the General Conditions of Contract.

11. Termination of Contract (to be read in conjunction with Clauses 15 and 16 of the General Conditions of Contract)

- 11.1 Without prejudice to Clause 15 of the General Conditions of Contract and in addition to the Government's right of termination of Contract thereunder, the Government reserves the right to terminate the Contract or any part thereof at any time of the Contract Period (including any extension pursuant to Clause 1.2), without cause and for whatever reason the Government considers appropriate and necessary, after giving one (1) month's prior notice in writing to the Contractor.
- 11.2 For the avoidance of doubt, Clauses 15.4 to 15.5 and Clause 16 of the General Conditions of Contract shall apply if the Contract is terminated pursuant to Clauses 11 and 12 of this Part.
- 11.3 Clause 15.1(a) of General Conditions of Contract shall be replaced by "the Contractor fails to provide to the Government any Services within the time and in the manner specified in the Service Specifications;".

- 11.4 Clause 15.1 of the General Condition of Contract shall be extended by adding a new paragraph (k) which reads as: “the Contractor persistently neglects to carry out any of his obligations under the Contract”.

PART 4

SERVICE SPECIFICATIONS

1. Background

- 1.1 Established in 1991, the Lions Nature Education Centre (LNEC) is commissioned to promote nature education, field studies and recreation for schools, organisations and the public. Its specimens and displays help visitors to appreciate and understand Hong Kong's natural setting, wildlife and vegetation – and the development of fishing and farming. Visitors are encouraged, through what they see and experience, to appreciate and contribute to the conservation of Hong Kong's natural resources. The Fisheries Hall, being one of the five major exhibition halls in LNEC, mainly focuses on the fisheries industry and marine conservation in Hong Kong.
- 1.2 To arouse public awareness of the conservation and management of fisheries resources and to further enhance the education role of LNEC, works to renovate the existing Fisheries Hall is planned to promote sustainable development of fisheries, with an aim in enabling the public to have a better understanding of and appreciation to our local fisheries sector, as well as the diverse fisheries resources in Hong Kong waters.
- 1.3 The last major renovation works of Fisheries Hall dated back to the year of 2010. Since then, with the recent progress of new technologies which continuously raises visitors' expectations, the overall design, forms of exhibits and multi-media contents have become outdated and ineffective for educational purposes: currently information is mainly disseminated through ordinary panel display and there is a lack of interactive elements to further attract and engage the audience. Replacement of educational furniture and equipment with updating of exhibition content are needed for implementing new educational themes/zones with installation of modern, innovative and interactive games, projections and multi-media displays. The renovation would enhance the educational value of the Fisheries Hall, increase its attractiveness and facilitate the engagement with a wider range of visitors, thus enhancing their appreciation of local fisheries, increasing their understanding on the history, importance and functions of fisheries activities, sustainable fisheries development, and inspiring them with a greater appreciation for our fishery industry.
- 1.4 The design work of the new exhibits is expected to commence in October 2021 while the production and installation work is expected to be completed by May 2022. An exhibition contractor is intended to be invited to provide service for the design, production and installation of exhibit materials for the Fisheries Hall, and carry out an innovative, high-tech, simple and self-explanatory and intelligent design encompassing spatial characteristics, interesting and unique features, flexible use of IT and audio-visual projection to enhance interactions with visitors. The contractor shall also apply a wide variety of interpretive methods including animatronics, computer programmes, artifact display and graphics. The design shall be flexible, modular, universal accessible and versatile with special consideration given to cost effectiveness and multi-use. The target audience of the Fisheries Hall includes the general public, students, teachers and community groups.

2. **Objectives**

The objectives of the Services are -

- (a) To dismantle and dispose of the existing exhibits and setup at the Fisheries Hall before the installation work;
- (b) To provide necessary repairing to the installation areas once the exhibits are removed. The repairing includes but not limited to plastering, painting, wiring, filling up holes and reinstating surfaces;
- (c) To provide all necessary services for the design, production and installation of the displays and exhibits at the Fisheries Hall;
- (d) To provide comprehensive layout plans, illustration, specifications and technical consultation for the design of the exhibition, including but not limited to the design of the display and exhibits, layout and routing of the exhibition, and decoration of the exhibition hall;
- (e) To provide specifications, instruction and technical consultation for the production and installation of the exhibits;
- (f) To produce all software and computer programmes for designated displays and exhibits;
- (g) To provide the final layout plan, lighting plan, E&M plan and any building services requirements of the Fisheries Hall;
- (h) To produce catchy and stylish figures/models (e.g. Glass Reinforced Plastic (GRP) figures);
- (i) To design an iconic figure/mascot to build up Fisheries Hall's image;
- (j) To provide main entrance and exit decoration, exterior wall decoration and flooring; and
- (k) To provide a method to track the number of visitors; and
- (l) To provide barrier-free access and facilities to facilitate universal accessibility to exhibits and accommodate visitors with disabilities.

3. **Scope and Scale of Service**

- 3.1 The Fisheries Hall is located at the southern part of LNEC at Tsiu Hang, Sai Kung as shown on the location map at Annex A to this Service Specifications.
- 3.2 The Contractor shall be responsible for the design, production and installation of the display and exhibits of the Fisheries Hall. The total floor area of the exhibition hall is approximately 190 m², which is divided into two levels connected by a ramp. A general layout plan with approximate dimensions of the site is enclosed at **Annex B** to this Service Specifications.

- 3.3 On commencement of the Services, the Contractor shall conduct on-site measurement of the Fisheries Hall to fully understand the site condition and requirements including dimensions, site constraints, installation methods and safety measures for the renovation works.

4. Specific Objectives and Tasks

- 4.1 The approach of the display in the Fisheries Hall should be “visitor-based” and “education-based”. Apart from conventional display, the design of the exhibition should facilitate exploration with larger proportion of interactive elements. The contents of the exhibition should be presented in a friendly, trendy, stylish, catchy and easy-to-understand format, and preferably by means of interactive games, interactive projections, physical models and multimedia display, which primarily targeted at the general public and visitors of primary to junior secondary school level. Novel innovative educational facilities, furniture, models and equipment for exhibition are required to fit in the Fisheries Hall to enhance the public’s understanding of the history, importance and functions of local fisheries (for both captured fisheries and aquaculture), measures and technological innovations for sustainable fisheries development.
- 4.2 The exhibition shall be able to highlight the sustainable development of Hong Kong’s aquaculture and captured fisheries, and how our fisheries and marine resources are conserved and managed. The development of the themes and contents of the exhibition should take into account relevant primary and secondary school curriculums so that visits to the Fisheries Hall could be complementary to teaching in schools or even be considered as one of the learning activities to the recommended in the syllabus. It is anticipated that through visiting the Fisheries Hall, visitors would be more aware of the measures and technologies have been used to promote sustainable development of the fisheries industry, be able to appreciate the efforts from the fisheries sector in maintaining a steady supply of fresh fish to local consumers, and recognize the importance in conserving and managing the fisheries in the Hong Kong waters. Hence, the exhibits of the Fisheries Hall should help visitors visualize the experience, stimulate their interests, and gain a deeper appreciation of the importance of fisheries from global to local context.
- 4.3 The main themes of the display and exhibits inside the Fisheries Hall shall be on (a) historical development of fisheries industry of Hong Kong; (b) sustainable development of capture fisheries and related management measures, and (c) sustainable development of aquaculture and the related technologies.

The key conceptual elements under each theme and the suggested exhibits/ technologies/ hardwares for the theme’s design and production are listed below:

Theme	Key elements of exhibition	Suggested exhibit/ technology/ hardware
(a) Historical development of fisheries industry of Hong Kong	<ul style="list-style-type: none">History and major milestones of the development of the fisheries industry of Hong Kong	<ul style="list-style-type: none">Panels with interactive elements, such as flip-flap windows and spinning boardsFloor stands with board

Theme	Key elements of exhibition	Suggested exhibit/ technology/ hardware
(b) Sustainable development of capture fisheries and related management measures	<ul style="list-style-type: none"> • Importance of fisheries production for food supply from a global perspective • From a local context, daily operations of local capture fisheries, including but not limited to the introduction of various types of fishing vessels and related infrastructure such as typhoon shelter and wholesale fish market • Introducing common marine fish species and their distribution • Exhibition of transparent fish specimens • Introducing the global issue of overfishing • Introducing sustainable fisheries and the related management/ enhancement measures 	<ul style="list-style-type: none"> • cutouts/ touch screens (about 5 units) to illustrate photos and information • Realistic physical 3D models of fishing vessels (about 15 units) and marine life including fish (1:1, made of Glass Reinforced Plastic, about 30 units) • Miniature models of typhoon shelter, wholesale fish market and related infrastructures • Glass exhibition display cases with light illumination for marine life specimens including transparent fish (about 15 units) • Design and production of about 2 animated clips (no more than 2 minutes each) with subtitles in Chinese and English • Video players and loudspeakers for multimedia contents (about 8 sets)
(c) Sustainable development of aquaculture and the related technologies	<ul style="list-style-type: none"> • Introducing the global trend of aquaculture to address the issue of overfishing • Introducing various types of fish farms in Hong Kong • Introducing common farm fish species • Good aquaculture practices • Accredited Fish Farm Scheme • Technological facilities and innovations 	<ul style="list-style-type: none"> • One interactive motion game with projection wall and sensor cameras • One station of interactive touch screen game • One movable mechanical model for demonstrating the operation of modern aquaculture facility • Catchy and stylish figures/models to be produced and placed within the Fisheries Hall for decoration and photo opportunities. • Any other forms of multimedia/ models/ facilities which suit the design

4.4 The suggested exhibits/ technologies/ hardwares mentioned in Clause 4.3 above do not mean to impose restriction on creativity. **The Contractor shall propose additional or alternative innovative exhibition ideas in the deliverables.**

4.5 Innovative facilities such as interactive games (with motion graphics and animations) and projections (with sensor cameras), mechanical models (e.g. model

that can be controlled or switched on by the visitors by pressing certain buttons) and multimedia display are highly encouraged to be produced and installed to illustrate corresponding information for the themes and key elements of exhibition, and enhance the visitors' experience and engagement with the exhibits.

- 4.6 The Contractor shall design an iconic figure/mascot to build up Fisheries Hall's image (i.e. brand-building) to encourage check-in of Fisheries Hall on social media (i.e. sharing of visit), and provide main entrance decoration and exterior wall decoration to attract visitors. The decorations, display and exhibits should provide opportunities for visitors to take photos and selfies.
- 4.7 All display and exhibits should be safe, robust and durable and should require least amount of maintenance. The Contractor shall be responsible for arranging and employing suitable personnel for the production and installation of the exhibits and to adopt the most appropriate, practical, current and advanced technologies in designing and proposing software, computer programmes and 3D models to the satisfaction of the Government Representative.
- 4.8 The Contractor shall provide a method together with the required hardware and software to track the number of visitors in an unmanned way, for example, an automatic visitor counter.
- 4.9 The Contractor shall be responsible for arranging and employing suitable talents for providing production-related tools and equipment, and producing suitable images/illustrations for exhibit production. The Contractor shall adopt the most appropriate, practical, current and advanced technologies in designing and proposing software, programmes and 3D models to the satisfaction of the Government Representative.
- 4.10 AFCD will provide the bilingual texts, photos, video clips, technical information of fisheries and specimens to the Contractor. The Contractor shall be responsible for the production of all exhibits, including necessary software and computer programmes of the interactive games and interactive projection, etc. and the provision of all devices for the playing of multimedia exhibits (e.g. projectors, monitors).
- 4.11 Some existing models such as the fishing vessels and mariculture raft would be kept in the Fisheries Hall as requested by the Government Representative during the dismantle of existing exhibits and to be displayed to tie in with the overall design of the Hall. Such existing models shall be re-configured in an interesting, neat and fresh appearance.
- 4.12 All panels shall be visually accessible and devices shall be physically accessible by people with disabilities, older adults and younger kids.
- 4.13 The design of the exhibition should take into account of safety issues. Items in the Fisheries Hall shall be placed appropriately so not to create any hazard to visitors. For example, there must be no sharp or harmful finishing and the exhibits should cause no harm to visitors.
- 4.14 The Contractor shall provide comprehensive diagrams for various designs, display, exhibits and models, and provide detailed technical specifications for the equipment required (e.g. projector, PC, virtual reality, etc.).

- 4.15 The Contractor shall provide technical consultation service of all related designs until the completion of the installation works.
- 4.16 Pursuant to Clause 5.5 (d) below, the Contractor shall provide at least 12-month Defects Liability and Guarantee Period for all display and exhibits, including the software and computer programmes of the interactive games and interactive projection, etc.

5. Service Schedule and Deliverables

- 5.1 The Services shall be completed within twenty-two (22) months from the Commencement date, which include ten (10) months for completion of design, production and installation, and twelve (12) months of Defects Liability and Guarantee Period subject to the extension of thereof pursuant to Clause 6.3 in Terms of Tender (Supplement) and Clause 5.5 (d) of Service Specifications.
- 5.2 The Contractor shall endeavor to ensure that the Services are carried out in accordance with the Service Schedule referred to in Clause 5.3 of the Service Specifications. If it is justified that change on the actual design and/or installation programme is necessary or submission of reports cannot reasonably be made as scheduled, the Contractor shall give advance written notice with justification and obtain the agreement of the Government Representative before such change is made. All the agreed change(s) must be reported for record in the Completion Report.
- 5.3 In accordance with Clauses 1 and 2 of Special Conditions of Contract, the Contractor shall provide the Services from Phase I to IV. The table of Service Schedule is as follows:

Work phase (Commencement of Contract: From the date of “Tender Acceptance”)	Target completion schedule (or other date specified by the Government Representative)
Phase I: Schematic Design	Oct – Nov 2021 (2 months)
Phase II: Detailed Design	Dec 2021 – Jan 2022 (2 month)
Phase III: Production and Installation of Exhibits	Feb – July 2022 (6 months)
Phase IV: Defects Liability and Guarantee	Aug 2022 – July 2023 (12 months)

- 5.4 The Contractor shall produce and submit all of the deliverables and carry out the tasks detailed in Clause 5.5 below. The Contractor shall be responsible for the circulation of the papers/reports directly by courier on time to the Government Representative before the submission deadlines as specified in the work programme referred in the Clause 6.2 of Special Condition of Contract. The number of the copies stated hereunder shall refer to the draft as well as the final reports unless otherwise specified.
- 5.5 The detail service descriptions and report requirements are stated as follows:

- (a) Phase I: Schematic Design

The Contractor shall prepare and submit a Schematic Design Report **within two (2) months** after the award of the Contract. The report shall include the followings:

- (i) Organization and staffing of the team and the curricula vitae of the key team members;
- (ii) The presentation concept and methods of each theme specified in Clause 4 above;
- (iii) A floor plan showing the proposed layout of all display and exhibits of the Fisheries Hall;
- (iv) Color sketches illustrating the overall layout and individual display and exhibits;
- (v) A work programme highlighting the schedule of major work tasks, target dates for submission of designs, completing production of exhibits and installation of all displays and exhibits; and
- (vi) The Schedule incorporating any amendment agreed by the Government Representative prior to finalizing the Services.

The report incorporating comments from the Government Representative shall serve as the guide and direction for carrying out the remaining items of the Services.

(b) Phase II: Detailed Design

The Contractor shall submit to the Government Representative a Detailed Design Report **within two (2) month** from the date of approval of the Schematic Design Report by the Government Representative. The Detailed Design Report shall provide a full and comprehensive account of:

- (i) the overall layout, sections and individual display with detailed text description of all display, graphics, software programmes, hardware models and exhibits; and
- (ii) all production and installation materials and procedures, detailed technical drawings, and fulfill the objectives as stated in Clauses 2 and 4 above of the Service Specifications.
- (iii) The Contractor shall make amendments to the Detailed Design Report as required upon receipt of comments from the Government Representative for the endorsement of the Government Representative before the commencement of production and installation work.

(c) Phase III: Production and Installation

- (i) The Contractor shall commence production and installation works of all displays and exhibits within four (4) weeks from the date of acceptance of the Detailed Design Report by the Government Representative;

- (ii) The Contractor shall allow the Government Representative to inspect the displays and exhibits and make amendments if so required by the Government Representative before installation.
 - (iii) The Contractor should allow and arrange the Government Representative to inspect any off-site mock up, on-site assembling and installation works and make amendments if so required by the Government Representative before acceptance.
 - (iv) The Contractor shall submit an Interim Report three (3) months after the commencement of site works reporting the progress and status of the production and installation works with relevant photo records.
 - (v) The Contractor shall submit a Completion Report within two (2) weeks from the date of approval of all completed production and installation works by the Government Representative. The report shall provide the comprehensive description with photo records of all production and installation works done.
- (d) Phase IV: Defects Liability and Guarantee
- (i) The Contractor must provide a Defects Liability and Guarantee Period of twelve (12) months for emergency maintenance/repair services starting from the date of completion of the project.
 - (ii) During the Defects Liability and Guarantee Period, the Contractor shall provide immediate remedies to defects within two (2) working days upon request (written or oral) from the Government Representative.
 - (iii) During the Defects Liability and Guarantee Period, the Contractor shall attend fault calls made by the Government Representative and provide all necessary spare parts for the defect rectification works at no additional cost to the Government.
 - (iv) In connection with Clause 1.1 of the Special Conditions of Contract, the Government may require the Contractor to extend the original term of the Defects Liability and Guarantee Period stipulated in paragraph (d)(i) above for an additional term of twelve (12) months by serving on the Contractor a written notice not less than sixty (60) days before the expiry of such original twelve-month term. The extended term shall commence immediately upon the expiry of the original term. Upon such request, the Contractor shall perform the Services provided in paragraphs (d)(i) to (iii) accordingly at the rate as stipulated in Part A2 of the Price Schedule.

The Contractor shall submit a Defects Liability and Guarantee Period Report within two (2) weeks from the date of completion of the period. The report shall provide the description with photo records of any maintenance/repairing services conducted within the entire period. If the Defects Liability and Guarantee Period is extended for an additional 12 months (if applicable), an Extended Defects Liability and Guarantee Period Report shall be submitted in accordance with the same requirements stated above.

5.6 The Contractor shall provide the following deliverables in hard copies to the

Government Representative:

Deliverable	Number of copy
(a) Schematic Design Report	1
(b) Detailed Design Report	1
(c) Interim Report	1
(d) Completion Report	1
(e) Defects Liability and Guarantee Period Report	1
(f) Extended Defects Liability and Guarantee Period Report (if applicable)	1

The Contractor shall also provide soft copies of the above deliverables in electronic format agreeable to the Government Representative.

- 5.7 At the conclusion of the Services under this Contract, all deliverables specified in Clauses 5.5 above of this Service Specifications together with all documents, supporting notes, sketches, plans, drawings, photographs, charts, data, software programmes of the Services and all related computer storage media (e.g. CD or DVD) must be handed over to the Government Representative and shall become the property of the Government. The Contractor shall also provide the AI files of all design work to the Government Representative. The Contractor shall not transfer or publish any design regarding the Fisheries Hall without the permission from the Procuring Department.

6. Contractor's Obligations

- 6.1 Normal working hours on-site is 0900-1700 (Hong Kong time) from Monday to Friday (excluding public holidays). As the Centre is open to the public, the programme of on-site works must first be agreed by the Government Representative so that caution notice to the public could be arranged. Prior approval from the Government Representative shall also be sought if work outside the normal working hours is needed.
- 6.2 The Contractor shall be responsible for applying any relevant permits in country parks for vehicle access and provide the information regarding site storage before any construction works commence on site.
- 6.3 The Contractor shall carry out the duties and tasks as set out in these Service Specifications and in accordance with the General Conditions of Contract and the Special Conditions of Contract.
- 6.4 The Contractor shall advise the Government Representative on the feasibility and practicability of the Services and alternative options.
- 6.5 Throughout the Services, the Contractor shall comply with all instructions of the Government Representative so far as they are applicable to the Services and should supply such information and documents as they may be required by the Government Representative for compliance with relevant Statutory Regulations, Government Procedures, instructions and Circulars in connection with the Services.

- 6.6 The Contractor shall give consideration to all conservation, engineering, environmental, economic, financial, political, legal, social, operational and contractual implications of his proposals and recommendations.
- 6.7 The Contractor shall report to the Government Representative or any other delegated person on day-to-day administration of the Services and shall attend meetings to report the progress of the Services as required by the Government Representative.
- 6.8 The Contractor shall take cognizance of studies, reports, projects or interface issues related to or having implications to the Services.
- 6.9 The Services to be provided by the Contractor shall include such additions, modifications and exceptions as agreed between the Government Representative and the Contractor.
- 6.10 Upon completion of the Services, the Contractor shall hand over the site back to the Government in a neat and tidy condition. The Contractor shall make sure that all remnant materials are cleared and properly disposed of prior to the completion of the contract.

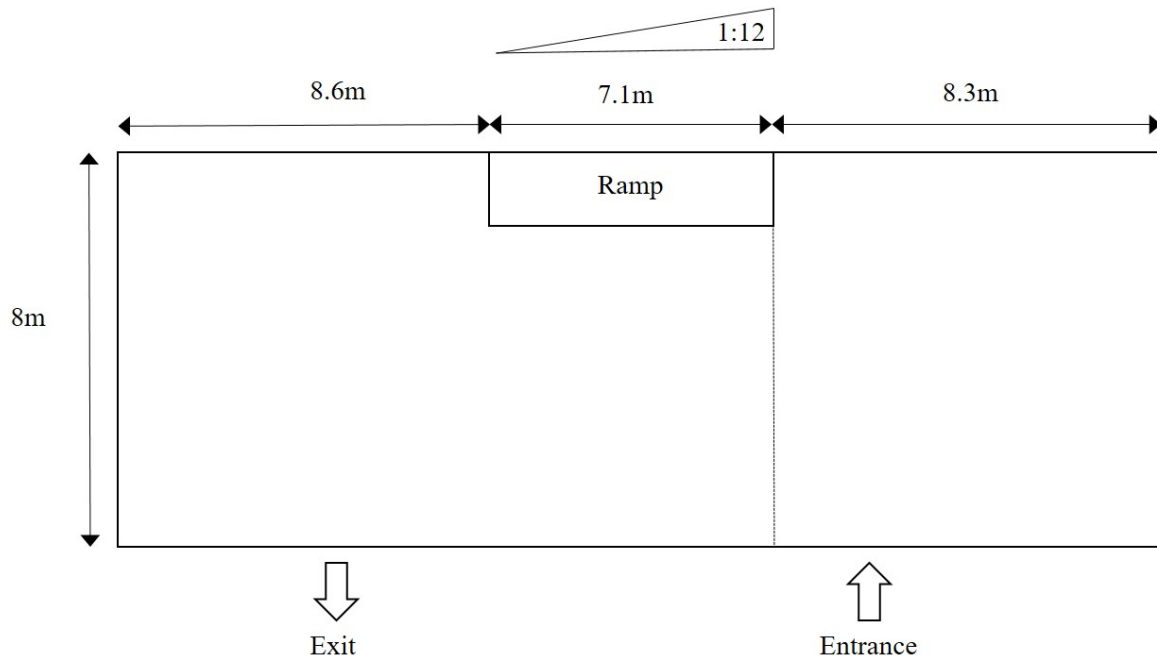
Annex A to the Service Specifications

Location Map of Fisheries Hall (labeled as “B”) at LNEC



Annex B to the Service Specifications

Layout Plan of Fisheries Hall (Bird's eye view)



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PART 5 – SCHEDULES

Schedule 1 – Execution Plan

comprising

**Work Plan, Design Plan, Quality Assurance Plan, Promotion Plan
and Innovative Suggestions**

(Please complete and insert into “Envelope B”)

Part A:

Tenderers shall pursuant to Paragraphs 2.2 and 5 of the Terms of Tender (Supplement) submit an Execution Plan with the coverage and details set out in this Schedule 1. The Execution Plan shall comprise a Work Plan, a Design Plan, a Quality Assurance Plan, a Promotion Plan and Innovative Suggestions for the Contract in Schedule 1. The plans shall cover the aspects listed below. Tenderers are encouraged to make innovative suggestions in respect of their proposed plans. Tenderers may also include other materials as appropriate to facilitate consideration of their offer by the Government.

If a Tenderer fails to submit a Work Plan, Design Plan, Quality Assurance Plan and/or a Promotion Plan by the Tender Closing Date and Time, its Tender will not be considered further. Tenderers are encouraged to propose Innovative Suggestions in its Tender. If a Tenderer does not include any Innovative Suggestions in its Tender, the Tender will still be considered but no marks will be given according to the Marking Scheme for Tender Evaluation at Annex B to the Terms of Tender (Supplement). See Paragraphs 2.3 and 5.1 of the Terms of Tender (Supplement).

(1) Work Plan

The Work Plan shall cover the following items:

- (a) a description of a practical work programme for the Services, including work schedules, key performance indicators for tracking progress and target dates for submissions;
- (b) a staff deployment plan setting out the distribution and responsibilities of all the working team members, including an organisation chart showing the line of command and division of labour;
- (c) details of the arrangements for design, production and installation;
- (d) details of the arrangements to deploy sufficient resources to ensure the smooth delivery of the Services;
- (e) a mechanism for maintaining close and effective communication with the Government Representative to ensure proper handling of comments/suggestions/complaints in a timely manner; and
- (f) a contingency plan to handle unexpected situations (e.g. inclement weather) to avoid slip in work schedule, such as commitment to mobilize additional manpower and redeployment of resources.

(2) Design Plan

The Design Plan shall cover the following items:

- (a) a design that demonstrate understanding of the objectives and requirements as stated in Clauses 2 and 4 of the Service Specifications, including “visitor-based” and “education-based” elements that resonate with visitors;
- (b) a proposal to deliver friendly, trendy, stylish and easy-to-understand design ideas as stated in Clauses 2 and 4 of the Service Specifications;
- (c) a technical approach of each task, including detailed explanation with practical suggestion provided;
- (d) a layout plan showing full utilization of space, including strategies to accommodate all themes in a limited space;
- (e) solutions to pain points/special requirements, including barrier-free access, tracking number of visitors, unmanned operation, etc.; and
- (f) actual operational strategies, including measures to ensure robustness, durability and safety of the exhibits.

(3) Quality Assurance Plan

The Quality Assurance Plan shall cover the following items:

- (a) a plan for at least 12-month Defects Liability and Guarantee Period for all display and exhibits, including parts and labour guarantee;
- (b) a work plan to improve the quality, robustness and durability for all display and exhibits;
- (c) a predictive maintenance plan setting out the expected life cycle and replacement schedule for consumable parts, such as projector lamp bulb;
- (d) a mechanism to monitor the status and performance for all displays and exhibits operated under unmanned condition while taking into account of personal privacy protection, such as remote monitoring, CCTV, etc.;
- (e) a risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively for handling breakdowns; and
- (f) a mechanism to collect information from breakdowns and implement improvement measures, such as data logger.

(4) Promotion Plan

The Promotion Plan shall cover the following items:

- (a) measures to reach out target participants and attract them to visit the Fisheries Hall (i.e. wow factors);
- (b) provision of photograph opportunities for visitors (e.g. decoration/ figures/ models etc.);
- (c) strategies to encourage check-in of Fisheries Hall on social media (i.e. sharing of visit);
- (d) an iconic figure/ mascot to build up Fisheries Hall image (i.e. brand-building) and capture visitors’ attention;
- (e) measures to convey and spread a catchy take-home message after visit; and
- (f) strategies to improve visitor satisfaction and promote visitor loyalty (i.e. re-visit).

(5) Innovative Suggestions

As detailed in Note 6 of the Marking Scheme for Tender Evaluation at Annex B to the Terms of Tender (Supplement).

Part B:

(1) Work Plan

Part B:

(2) Design Plan

Part B:

(3) Quality Assurance Plan

Part B:

(4) Promotion Plan

Part B

(5) Innovative Suggestions

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

Name of person authorized to sign :
tender for and on behalf of the
Tenderer (in Block Letters)

Name of Tenderer in English :
(in Block Letters)

Date :

PART 5 – SCHEDULES

Schedule 2 – Price Schedule

**for
Tender for the Provision of Services
for the Design, Production and Installation of Exhibits
at the Fisheries Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung**

(Please complete and insert into “Envelope A”)

Part A - Contract Price for Provision of Services

Part A1 – Estimated Services Price for Provision of the Services*

Description	Quantity	Estimated Services Price (HK\$)
Provision of the whole of Services for the Design, Production and Installation of Exhibits at the Fisheries Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung as stated in the Service Specifications	1 Job	

*** Note:**

1. In quoting the Estimated Services Price, Tenderers should be conversant with the Services and read carefully particularly Paragraph 6 of the Terms of Tender (Supplement) and Marking Scheme for Tender Evaluation in Annex B to the Terms of Tender (Supplement).
2. Tenderers must quote the Estimated Services Price in the fixed lump sum on an all-inclusive basis for the whole of the Services. The Estimated Services Price shall form the basis of the Price Assessment.
3. Tenderers must quote the Estimated Service Price in Part A1, failing which its Tender will be considered as invalid and will not be considered further.

Part A2 –Price for Additional Services [#]

Description	Amount (HK\$)
Extension of the Defects Liability and Guarantee Period for an additional 12 months as stated in Clause 5.5 (d) (iv) of the Service Specifications	

[#] Note:

1. A Tenderer must quote fixed price for Part A2, otherwise, the Tenderer shall be deemed to offer to provide the additional services at no cost to the Government as provided in Paragraph 6.3 of the Terms of Tender (Supplement).
2. For the assessment of the price quoted at this Part A2, please refer to Stage V assessment of the Marking Scheme for Tender Evaluation at Annex B to the Terms of Tender (Supplement).
3. Should a Contract be awarded, the Government may but is not obliged to extend the

Contract Period for the provision of the additional services.

Part B - Payment Schedule (please refer to Clause 11 of the General Conditions of Contract; Clause 3 of the Special Conditions of Contract and Clause 5 of the Service Specifications)

1. Payment Schedule for the Price in Part A1

No. of instalment	Milestone to be achieved for the instalment to become payable	Amount of the instalment (in percentage of the Estimated Services Price stated in Part A1)
1	Phase I: (Clause 5.5(a) of the Service Specifications) On the acceptance of Schematic Design Report	20%
2	Phase II: (Clause 5.5(b) of the Service Specifications) On the acceptance of Detailed Design Report	20%
3	Phase III (a): (Clause 5.5(c) of the Service Specifications) On the acceptance of the Interim Report	20%
4	Phase III (b): (Clause 5.5(c) of the Service Specifications) On the acceptance of the Completion Report	30%
5	Phase IV: (Clause 5.5(d)(i)-(iii) of the Service Specifications) On fulfillment of all contractual requirements and completion of all of the Services to the satisfaction of the Government including the completion of the Defects Liability and Guarantee Period and the acceptance of the Defects Liability and Guarantee Period Report	10%

2. Payment Schedule for the Price in Part A2

No. of instalment	Milestone to be achieved for the instalment to become payable	Amount of the instalment (in percentage of the Price stated in Part A2)
1	On the completion of the Extended Defects Liability and Guarantee Period (if applicable) and the acceptance of the Extended Defects Liability and Guarantee Period Report (Clause 5.5(d)(iv) of the Service Specifications) and all the Services to the satisfaction of the Government	100%

The charge shall be inclusive of ALL necessary costs for completion of the services under acquisition. Tenderers may provide cost breakdown for reference.

Part C – Payment Discount

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

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 Tenderer in English : _____
(in Block Letters)

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

Date : _____

PART 5 – SCHEDULES

Schedule 3 – Information Schedule

(Please complete and insert into “Envelope B”)

Name of Tenderer: _____

Date: _____

Table A – Information and documents required under or relevant to Paragraph 7 of the Terms of Tender, Paragraph 2.2 of the Terms of Tender (Supplement) and the Assessment Criteria set out in the Marking Scheme for Tender Evaluation at Annex B to the Terms of Tender (Supplement).

(a)	Name of the Tenderer	(English) (Chinese)
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	company / sole proprietorship / partnership / statutory corporation / others* (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: 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 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	Please attach if applicable.
(k)	(If the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy no.: Expiry date:	Please attach if applicable.
(n)	A certified extract board resolution or other documentary evidence	Please attach if applicable.

	acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender.	
(o)	(if the Tenderer is incorporated, formed or established outside Hong Kong) a legal opinion issued by the lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Tenderer.	Please attach if applicable.
(p)	An additional legal opinion satisfactory to the Government in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer and acceptable to the Government on any other matters arising from its Tender.	Please attach if applicable.

Table B – 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 C - Tenderer's experience (for evaluation under items 6 and 7 of the Assessment Criteria in the Marking Scheme for Tender Evaluation ("Marking Scheme") under Part 3C)

(i) Business Experience (in chronological order)

(Experience in **design, production and set-up for indoor venues**, e.g. science museums, education visitor centres, in the period ten years immediately before the Original Tender Closing Date)

Period	Duration (No. of years)	Project Title	Project Description

Period	Duration (No. of years)	Project Title	Project Description

Aggregate Years of Experience: _____ year(s)

(ii) Relevant Experience (in chronological order)

(Relevant experience in **fisheries /agriculture /conservation-related exhibition design and production** in the period ten years immediately before the Original Tender Closing Date.)

Period	Duration (No. of years)	Project Title	Project Description

Period	Duration (No. of years)	Project Title	Project Description

Aggregate number of relevant project(s): _____

Note:

For the purpose of counting the experience of a Tenderer, a Tenderer shall submit documentary evidence to substantiate its claim of the experience. Experience not substantiated to the satisfaction of the Government will not be taken into account.

Authorised Signature : _____

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

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

Date : _____

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

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PART 5 – SCHEDULES

Schedule 4 – Non-collusive Tendering Certificate *(Please complete and insert into “Envelope B”)*

To: Agriculture, Fisheries and Conservation Department

Dear Sir/ Madam,

Non-collusive Tendering Certificate

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

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

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
 - i) prices;
 - ii) methods, factors or formulas used to calculate prices;
 - iii) an intention or decision to submit, or not submit, any Tender;
 - iv) an intention or decision to withdraw any Tender;
 - v) the submission of any Tender that does not conform with the

requirements of the Invitation to Tender;

- vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
- vii) the terms of my/our Tender,

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

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 :

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