

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

Tender Ref.: AFCD/TU/01/2014

**TENDER FORM**

Contract No.: .....

File Ref.: .....

**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 Vehicle Maintenance Services to the Agriculture, Fisheries and Conservation Department"  
and addressed to the Chairman Government Logistics Department Tender Opening Committee,  
must be deposited in the Government Logistics Department Tender Box situated on  
Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong,  
before 12:00 noon (time) on 10 December 2014 (Hong Kong Time) (date). Late tenders will not be accepted.

**INTERPRETATION**

**PART 1 — TERMS OF TENDER**

**PART 2 — GENERAL CONDITIONS OF CONTRACT**

~~Details on Interpretation, Terms of Tender and General Conditions of Contract used for tendering for provision of services to the Government of the Hong Kong Special Administrative Region are contained in the Standard Tender Terms and General Conditions of Contract which are available for viewing and downloading from the following website:~~

- ~~[https://www.gldpcms.gov.hk/etb\\_prod/jsp\\_public/sm/ssm00105.jsp](https://www.gldpcms.gov.hk/etb_prod/jsp_public/sm/ssm00105.jsp)~~

~~Copies of the Standard Tender Terms and General Conditions of Contract can also be obtained from the following :~~

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

**PART 3 — SPECIAL CONDITIONS OF CONTRACT SERVICE SPECIFICATIONS  
CONTRACT SCHEDULES**

Attached to this tender (if any).

Dated this 14 November 2014

.....  
(Ms. Alice WY LAU)  
Government Representative

## PART 4 — OFFER TO BE BOUND

1. Having read the Tender Documents, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to execute orders for any or all of the Services specified in the Service Specifications which may during the Contract Period be placed by the Government at the prices quoted in the Contract Schedule free of all other charges, subject to and in accordance with the terms of the Tender Documents.
3. I/We also certify that the particulars given by me/us below, are correct :
  - (a) Business Registration Certificate No. ....  
which expires on .....
  - (b) Employees' Compensation Insurance Policy No. ....  
which expires on .....
4. I am/We are duly authorised to bind the said Company hereafter mentioned by my/our signature(s).

— or —

I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein.

5. The name of the Company/Firm is .....
6. The registered office of the Company is situated at ..... Hong Kong.

— or —

The names and residential addresses of the partners of the firm are as follows :-

7. Name(s), post(s)/title(s) and address(es) of person(s) signing :

Signature(s) : .....

Dated this ..... day of ..... 20 .....

- Note (i) All the particulars required above must be provided.  
(ii) Strike out clearly alternatives which are not applicable.

## PART 5

### MEMORANDUM OF ACCEPTANCE

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

I .....  
(Name and position of officer)

accept your offer upon the terms of this Contract so far as such offer relates to the following item(s) in the Schedule :

Dated this ..... day of ..... 20 .....

Signed by the said .....

in the presence of : .....

香港特別行政區政府

\*

招標承投提供服務

招標編號：AFCD/TU/01/2014.....

投標表格

合約編號：.....

檔案編號：.....

投遞標書

投遞標書，必須填妥此表格，一式三份密封於信封內，信封面註明

「為漁農自然護理署提供汽車維修服務」.....

投標書，致開標委員會..... 主席收，並於二零一四年十二月十日  
中午十二時正(香港時間)前投入設於香港北角渣華道333號北角政府合署地下的  
政府物流服務署的投標箱內。逾期投標概不受理。

釋義

第1部份 — 投標條款

第2部份 — 一般合約條款

有關招標承投提供服務予香港特別行政區政府的釋義部分、投標條款和一般合約條款的詳情，載於標準投標條款和一般合約條款，請到以下網站查閱和下載：

- [https://www.gldpcms.gov.hk/etb\\_prod/jsp\\_public/sm/ssm00105.jsp?ACTION=SWITCH\\_TO\\_TRADITIONAL\\_CHINESE](https://www.gldpcms.gov.hk/etb_prod/jsp_public/sm/ssm00105.jsp?ACTION=SWITCH_TO_TRADITIONAL_CHINESE)

上述文件可在下列辦事處索取：

政府物流服務署採購科  
北角政府合署9樓  
香港北角渣華道333號  
(互聯網頁 <http://www.gld.gov.hk>)

第3部份 — 特別合約條款服務規格  
合約附表

附夾於標書內(如有)。

日期：二〇一四年十一月十四日

(劉穎賢 女士)

政府代表

## 第 4 部份 — 應約履行

1. 我／我們參閱過本招標文件，同意受上述條款約束。
2. 我／我們同意按照本招標文件的招標條款，在合約期內按照政府發出的訂單，以價格附表呈報的價錢，依約提供附表指定的任何或全部服務，不再收取其他任何費用。
3. 我／我們並證明，下述由我／我們提供的資料均屬正確：
  - (a) 商業登記證號碼為：.....  
屆滿日期為：.....
  - (b) 僱員賠償保險單編號：.....  
屆滿日期為：.....
4. 我／我們獲下述公司授權，我／我們的簽署對下述公司具有約束力。  
-或-  
我／我們為下述商號的合伙人，獲授權作出對該商號及現時其他合伙人有約束力的簽署。
5. 公司／商號的名稱為：.....  
.....
6. 上述公司已登記辦事處地址為香港.....  
.....  
-或-  
上述商號合伙人的姓名及住址為：.....  
.....  
.....
7. 簽署人的姓名、職位及地址：  
.....  
.....

簽署：.....  
.....

日期：二〇.....年.....月.....日

註：(i) 投標者必須填報上述所需的資料。  
(ii) 請將不適用者清楚刪去。

## 第 5 部份

### 接受投標備忘錄

本人.....  
(姓名及職位)

現代表香港特別行政區政府，基於本合約所載的條款，接納你就附表所列下開服務遞交的投標：

.....  
.....  
.....

日期：二〇.....年.....月.....日

簽署人：.....  
.....

見證人：.....  
.....



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

Provision of Vehicle Maintenance Services to  
the Agriculture, Fisheries and Conservation Department

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**NOTES TO TENDERERS**

The tender documents identified as (Tender Ref.) consist of the following documents:

Content	Pages
Notes to Tenderers	1- 2
Interpretation	3 - 7
Part 1 - Terms of Tender	8 - 21
Annex A – Tender Evaluation Procedures and Criteria	22 – 23
Annex B – Information of the Tender	24 - 26
Annex C – Past Experience in Provision of Maintenance Services for Cars and /or Motorcycles	27
Appendix A – Financial Information to be Submitted upon Request	28
Appendix B – Form of Performance Bond	29 – 33
Part 2 – Conditions of Contract	34 - 61
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Contract Schedule 1 – Price Schedule	75 – 76
Contract Schedule 2 – Management Plan and Contingency Plan	77 – 78
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Contract Schedule 4 – Information of Contractor’s Workshop Facilities and Equipment	81 – 83
Contract Schedule 5 – [Statement of Staff to be Deployed]	84

Tenderers should note that tenders are invited from service providers in both the private and public sectors including department(s) of the Government of the Hong Kong Special Administrative Region whose services are funded under trading funds established pursuant to the Trading Funds Ordinance, Cap. 430 (hereinafter referred to as “the relevant trading fund department”).

All tenders will be evaluated on a fair basis. Every effort has been and will be made by the Government to ensure that the relevant trading fund department would not undertake both the role of consultant and contractor in this tender exercise and where appropriate, independent consultant (who may be outside or within the Government) has been and will be engaged for the preparation of the tender documents, assessment of tenders and subsequent tender supervision.

The Electrical and Mechanical Services Trading Fund may submit a tender for this contract. A code of conduct for staff of the Electrical and Mechanical Services Department seconded to other department(s) is also in place for the staff to observe to avoid conflict of interest and is available for inspection by tenderers.

## INTERPRETATION

1. In these Tender Documents, the following words and expressions have the meaning hereby assigned to them except when the context otherwise requires -

"Commencement Date"	means 1 April 2015 or a date as specified by the Government under clause 1.2 of the Conditions of Contract;
"Contract"	means the contract made between the Contractor and the Government in accordance with the Tender Form (G.F. 231) (Rev.12/10) for the provision of the Services on the terms set out in the Terms of Tender, the Conditions of Contract, the Service Specifications and the Contract Schedules;
"Contract Deposit"	means the deposit as more particularly described in clause 13 of the Terms of Tender and clause 31 of the Conditions of Contract;
"Contract Period"	means the period as specified in clause 1.1 of the Conditions of Contract and any adjustment made pursuant to clause 1.2 of the Conditions of Contract;
"Contract Schedule" or "Schedules"	means the schedules for the Contract hereto attached to the Tender Documents;
"Contractor"	means the Tenderer whose tender is accepted by the Government;
"Contractor's Employee"	means any one or more employee or employees of the Contractor who is/are deployed by the Contractor to perform the Services under the Contract;
"Contractor's Workshop"	means the Contractor's workshop(s) as specified in Contract Schedule 3, including any addition or replacement workshops provided by the Contractor and accepted by the Government Representative for the purpose of this Contract;
"Department" or "AFCD"	means the Agriculture, Fisheries and Conservation Department of the Government;
"Estimated Contract Value"	means the amount specified as the "Estimated Contract Value" in Part A of the Price Schedule ;
"Force Majeure Event"	means (a) any supervening outbreak of war affecting Hong

Kong and/or any other parts of the PRC, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the PRC, civil war, riot, civil disturbances, fire if not caused or contributed to by the Contractor, its related persons or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God; or

(b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Contractor, its related persons or any employee or agent or ex-employee or ex-agent thereof; or

(c) any supervening epidemic outbreak in Hong Kong; and which, in any case of (a), (b) and (c) above, prevents the performance of the duties and obligations of any party hereunder;

If the Tenderer is a company, the expression "related person" includes any one of the following:

(a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) per cent or more of the issued share capital of the Tenderer ("majority shareholder");

(b) a holding company or a subsidiary of the Tenderer;

(c) a holding company or a subsidiary of a majority shareholder of the Tenderer; or

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

The expressions "holding company" and "subsidiary" have the meanings given to them in the Companies Ordinance, Cap. 622 of the Laws of Hong Kong.

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

(a) any partner of the Tenderer (if it is a partnership);

(b) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or

(c) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50)

	per cent or more of its issued share capital or controls the composition of its board of directors.
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149 of the Laws of Hong Kong);
“Government”	means the Government of Hong Kong;
“Government Representative”	means the Director of Agriculture, Fisheries and Conservation acting for and on behalf of the Government and any other officer nominated by the Director of Agriculture, Fisheries and Conservation from time to time for the purpose of this Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Monthly Payment”	means the amount payable by the Government to the Contractor for the Services for a particular month, subject to any deduction made in accordance with the terms and conditions of the Contract;
“Parking Bases”	means the parking bases of the Vehicles, the locations of which are listed in Part C of the Service Specifications and may be updated from time to time;
“Services”	means all the services to be provided by the Contractor as specified in clause 2 of the Conditions of Contract, and all other services and duties to be performed or fulfilled by the Contractor in accordance with the terms and conditions set out in the Contract;
“Service Specifications”	means the specifications referred to in Part 3 of the Tender Documents;
“Technical Staff”	refers to technical staff including without limitation to artisans, foremen, vehicle mechanics and/or engineers;
“Tender Closing Date”	means the latest date and time by which tenders must be lodged as specified in the “Lodging of Tender” section of the Tender Form (G.F. 231) (Rev.12/10) and which may be extended in accordance with clause 31 of the Terms of Tender;
“Tender Documents”	means the documents as specified in clause 1 of the Terms of Tender;

- “Tender Validity Period”** means the period of time described in clause 11.1 of the Terms of Tender during which a tender shall remain open;
- “Tenderer”** means the person whose particulars are set out in the “Part 4 - Offer to be Bound” section of the Tender Form (G.F. 231) (Rev.12/10);
- “Trade Plate”** means the trade plates issued by the Commissioner for Transport under the Road Traffic (Registration and Licensing of Vehicles) Regulations (Cap. 374E);
- “Vehicles”** means all vehicles (i.e. vehicle body together with all hydraulic devices, all original manufacturers and non-original manufacturers built-in systems/features installed on it) as listed in Part C of the Service Specifications, including any addition or replacement of vehicles designated by the Government Representative in accordance with clause 16 of the Conditions of Contract; and
- “Vehicle Availability Rate”** means the availability level for the respective vehicle category as referred to in clause 2.4 of the Conditions of Contract and is calculated in accordance with the following formulae -
- (i) Vehicle Availability Rate = 100% - Unavailability Rate expressed in %
  - (ii) Unavailability Rate = 
$$\frac{\text{Total Unavailable Hours in a specific vehicle category in a calendar week commencing on Monday and ending on Sunday}}{24 \text{ hours} \times 7 \text{ days} \times \text{total number of vehicles in a specific vehicle category}} \times 100\%$$
  - (iii) Unavailable Hours = the aggregate period of time when a vehicle is handed over to the Contractor before it is returned to the designated Parking Base. For the purpose of calculating Unavailable Hours, vehicles under traffic accident repairs and vehicles pending warranty claim, subject to the agreement of the Government Representative, are excluded.

2. In these Tender Documents (including the Contract), unless the content otherwise requires, the following rules of interpretation shall apply -

- (a) words importing one gender include the other;
  - (b) the singular includes the plural and vice versa;
  - (c) references to any person shall include any individual, firm, body corporate or unincorporated (wherever established or incorporated);
  - (d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder;
  - (e) the heading to individual clauses and provisions of the Tender Documents is for ease of reference only and shall not affect the interpretation or construction of the Tender Documents (including the Contract);
  - (f) references to "Tender Form (G.F. 231) (Rev.12/10)", "Interpretation", "Terms of Tender", "Conditions of Contract", "Contract Schedules" shall mean the respective documents constituting the Tender Documents as referred to in Clause 1 of the Terms of Tender;
  - (g) unless the context requires otherwise, a term defined in the Tender Documents shall have the same meaning throughout the Tender Documents;
  - (h) references to a document shall include all schedules, appendices, and annexures attached to such document; and as amended or supplemented from time to time;
  - (i) references to "law" and "regulation" shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
  - (j) a time of a day shall be construed as a reference to Hong Kong time;
  - (k) references to a day mean a calendar day;
  - (l) references to a month or a monthly period mean a calendar month; and
  - (m) references to a working day mean any day other than a Saturday and a public holiday as defined in section 3 of the Interpretation and General Clauses Ordinance (Cap. 1).
3. All rights and powers of the Government under the Contract may be exercised by the Government Representative.
4. Unless otherwise provided, all payments shall be made in Hong Kong dollars.

**Agriculture, Fisheries and Conservation Department**  
**Provision of Vehicle Maintenance Services**  
**to the Agriculture, Fisheries and Conservation Department**

**PART 1**  
**TERMS OF TENDER**

ALL TENDERERS ARE ADVISED TO READ THE TENDER DOCUMENTS CAREFULLY PRIOR TO PREPARING THEIR SUBMISSION. ANY TENDER WHICH DOES NOT FOLLOW THE INSTRUCTIONS CONTAINED IN THE DOCUMENTS WOULD BE CONSIDERED INCOMPLETE AND MAY NOT BE CONSIDERED FURTHER.

**1. Tender Documents**

**1.1 These Tender Documents consist of -**

- (a) Tender Form (G.F. 231 (Rev. 12/10), Parts 1 to 5 thereof);
- (b) Interpretation (Pages 3 to 7);
- (c) Part 1 - Terms of Tender (Pages 8 to 35);
- (d) Part 2 - Conditions of Contract (Pages 36 to 66);
- (e) Part 3 - Service Specifications (Pages 67 to 78); and
- (f) Contract Schedules (Pages 79 to 89).

**1.2 The Interpretation as provided for in Pages 3 to 7 shall apply to the whole set of the Tender Documents unless the context otherwise requires.**

**2. Invitation to Tender**

Tenders are invited for the provision of vehicle maintenance services to the Agriculture, Fisheries and Conservation Department as more particularly described in the Service Specifications and on such terms and conditions as set out in the Terms of Tender, the Conditions of Contract and the Contract Schedules.

**3. Warranty against Collusion**

**3.1 By submitting a tender, the Tenderer represents and warrants that in relation to this tender, it -**

- (a) has not communicated and will not communicate to any person other than the Government the amount of any tender price;
- (b) has not fixed and will not fix the amount of any tender price by arrangement



with any person;

- (c) has not made or will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
  - (d) has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- 3.2 In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause 3.1 hereof, the Government shall be entitled to, without compensation to any person or liability on the part of the Government -
- (a) reject the tender;
  - (b) if the Government has accepted the tender, withdraw its acceptance of the tender; and
  - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- 3.3 The Tenderer shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 3.1 hereof.
- 3.4 Any breach of any of the representations and/or warranties in Clause 3.1 hereof by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.
- 3.5 Clause 3.1 hereof shall have no application to the Tenderer's communication in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of the tender submission.
- 3.6 The rights of the Government under Clauses 3.2 to 3.4 hereof are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

#### **4. Tender Preparation and Submission**

- 4.1 Save in accordance with the terms of the Tender Document, a Tenderer must not alter any provision of the Tender Document. If a Tenderer submits any proposal which has the effect of altering or varying any mandatory requirement of the Tender Document otherwise than in accordance with the terms of the Tender Document, the Government will not further consider the Tenderer's tender. In the case of any other proposal in a tender which has the effect of altering or varying any other provision of the Tender Document, the Government may ignore such alteration or variation proposed in the tender and consider the tender on the basis of the original provision of the Tender Document on an "as is" basis.
- 4.2 All tender must be completed in English or Chinese, and in ink or typescript.

- 4.3 Tenders with all necessary information including documentary evidences which are necessary for tender evaluation should be submitted in TRIPLICATE.
- 4.4 When completing the tender, any alteration in figures or words should be effected by striking through the incorrect figures or words and inserting the correct figures or words above the original figures or words. All such amendments should be initialed by the Tenderer in ink.
- 4.5 A Tenderer is required to complete the following in the Tender Documents
- (a) Part 4 of the Tender Form (G.F. 231) (Rev. 12/10) - "Offer to be Bound" section
  - (b) Annex B to Terms of Tender - Information of the Tenderer
  - (c) Annex C to Terms of Tender - Past Experience in Provision of Maintenance Services for Cars and/or Motorcycles
  - (d) Contract Schedule 1 - Price Schedule
  - (e) Contract Schedule 2 - Management Plan and Contingency Plan
  - (f) Contract Schedule 3 - Information of Contractor's Workshops
  - (g) Contract Schedule 4 - Information of Contractor's Workshop Facilities and Equipment
  - (h) Contract Schedule 5 - Statement of Staff to be Deployed
- 4.6 The "Offer to be Bound" section at Part 4 of Tender Form (G.F.231) (Rev. 12/10) and the Contract Schedules shall be duly signed by the Tenderer (in the case of a sole proprietorship) or a partner of the Tenderer (in the case of a partnership) or an authorised person or persons for and on behalf of the Tenderer (in the case of a company) and should be stamped with a company chop (in the case of a company).
- 4.7 When completing the Tender Document, including without limitation the "Offer to be Bound" section, a Tenderer shall ensure that the name of the Tenderer is the same as the name shown in the Certificate of Incorporation or the Certificate of Change of Name (if any) or equivalent document or its trading name as shown in the Business Registration Certificate or other valid business documents issued by a governmental or competent authority.
- 4.8 A Tenderer shall note that its tender will not be considered further if by the Tender Closing Date the Tenderer fails to –
- (a) submit the tender at the place specified in the "Lodging of Tender" section of the Tender Form (G.F. 231) (Rev. 12/10);

- (b) submit a duly completed and signed "Offer to be Bound", Part 4 of the Tender Form (G.F. 231) (Rev. 12/10);
- (c) provide information on its past experience in the provision of maintenance services for cars and/or motorcycles as required in Annex C to the Terms of Tender.;
- (d) provide the relevant client reference letters on its past experience in the provision of maintenance services for cars and/or motorcycles as required in Annex A to the Terms of Tender;
- (e) provide the price information as required in Part A of Contract Schedule 1;
- (f) submit the management plan and contingency plan as required in Contract Schedule 2;
- (g) submit information on its workshop(s) as required in Contract Schedule 3;
- (h) submit floor plans of each of its workshop as required in Contract Schedule 3;
- (i) submit information on its workshop facilities and equipment as required in Contract Schedule 4;
- (j) submit photographs with descriptions for each of the facilities and equipment to be used in performing the Services in each of its workshop as required in Contract Schedule 4;
- (k) submit documentary proof to substantiate its claim to the possession of Trade Plates as required in Contract Schedule 4;
- (l) submit information in relation to staff deployment as required in Contract Schedule 5;
- (m) submit copies of testimonies, diplomas or certificates issued by relevant local and overseas educational bodies or vocational training centers to substantiate the relevant qualification of its Technical Staff as required in Contract Schedule 5.
- (n) submit employment records to substantiate the number and rank of Technical Staff and the number of working hours per week per staff as required in Contract Schedule 5.

4.9 The Government may not consider a tender if:

- (a) false, inaccurate or incorrect information is given in the tender;
- (b) complete information (including descriptive literature, catalogues and any other document required under any provision of the Tender Document) is not given with the tender; and
- (c) any particulars or data requested for in the Tender Document is not furnished in full in the tender.

5. Selection of Tender

5.1 Tenders that are submitted in accordance with the Terms of Tender will be

evaluated in accordance with, subject to Clause 6 hereof, the tender evaluation procedures and criteria as set out in Annex A to the Terms of Tender.

- 5.2 Tender price will be assessed on the basis of the Estimated Contract Value quoted by the Tenderer in Contract Schedule 1. Any prompt payment discount offered by a Tenderer in Contract Schedule 1 will not be taken into consideration in the tender price assessment; except when there is more than one (1) lowest conforming offer with the same offered price, the Government may in such case take into account the greatest prompt payment discounts by applying them on the price offers of such Tenderers.

6. Basis of Acceptance

- 6.1 A Tenderer should note that its offer will be considered on an "overall" basis. A tender with only partial offers will result in the tender not being considered further.
- 6.2 The Government is not bound to accept the lowest or any tender. The Government reserves the right to accept all or any part of any tender at any time within the Tender Validity Period.
- 6.3 Without prejudice to and in addition to the provisions of these terms and conditions, the Government will award the Contract to the Tenderer who meets the following criteria -
- (a) the Government is of the opinion that the Tenderer is fully capable of undertaking the Contract; and
  - (b) the Government considers that, in terms of the evaluation criteria specified in the Tender Documents, the tender is or appears to be the most advantageous one to the Government.

7. Prices Quoted

- 7.1 A Tenderer shall ensure that the prices quoted are accurate before submitting its tender. Under no circumstances shall the Government be obliged to accept any request for price adjustment on grounds that a mistake has been made in the prices quoted. The Tenderer acknowledges that, when submitting the tender, it has taken the conditions of the Vehicles as they are, and that it does not rely on the skill or judgement of the Government or that of any of its employees or agent or any representations or statement made by them concerning the Vehicles.
- 7.2 All prices quoted in the tender shall be in Hong Kong dollars and, if accepted by the Government, shall remain valid and binding for the Contract Period.
- 7.3 Unless otherwise specified and agreed, payment will be made direct to the successful Tenderer's bank account as stated in Annex B. If the above payment method is not acceptable, a Tenderer must indicate in its tender the alternative payment method it prefers for consideration. All additional costs and charges arising from the use of alternative method(s) of payment approved by the

Government Representative shall be borne solely by the successful Tenderer who shall forthwith reimburse the Government if such additional costs and charges shall have been paid by the Government Representative.

- 7.4 Without prejudice to the generality of the terms and conditions of these Tender Documents, the Government may require a Tenderer, who in the opinion of the Government, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such Tenderer is capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the Government's satisfaction would entitle the Government not to consider the tender further without having the need to give any reason(s) for not considering the tender.

8. Management Plan and Contingency Plan

- 8.1 A Tenderer **must** as at Tender Closing Date submit with its tender a management plan and a contingency plan. **Otherwise, the Tenderer's tender will not be considered further.**

- 8.2 The information submitted in the management plan and the contingency plan will form part of the tender to be evaluated by the Government. In this connection, the Tenderer is suggested to incorporate the information outlined below into its proposed management plan and contingency plan. The Tenderer may also include other materials as appropriate to facilitate consideration of its tender by the Government.

(a) Management Plan -

- (1) organisation chart of the company;
- (2) organisation chart of the proposed work force for providing the Services, including number and grade of staff;
- (3) description of staff's responsibilities and prerequisite employment requirements to demonstrate competence; and
- (4) procedures and systems in monitoring and ensuring the Services provided are up to the standards as required in the Contract.

(b) Contingency Plan -

- (1) operational strategy on shortage of staff, equipment or spare parts;
- (2) level of support and resources available at time of emergency, typhoon or outside normal office hours; and
- (3) provision of 24-hour emergency telephone number and complaint hot-line.

- 8.3 Without prejudice to any other provisions of these Terms of Tender, if the management plan and contingency plan are accepted by the Government, they will be legally binding on the successful Tenderer and form part of the Contract.

**9. Tenderers' Response to the Government Enquiries**

9.1 In the event that the Government determines that clarification of any tender is necessary or a document or a piece of information, except in relation to the document or information set out in Clause 4.8, is missing from any tender, it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. Each Tenderer shall thereafter within five (5) working days after the date of the Government's request or such other period as specified in the request submit such clarification, information or document in the form required by the Government. Tenders may not be considered further if complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government. This Clause does not preclude the Government from not considering the Tender further or from proceeding to evaluate the Tender on an "as is" basis without seeking clarification or further information or document.

9.2 Unless otherwise expressly stated by the Government in writing, any statement whether oral or written made in response to any enquiry made by a prospective Tenderer shall be for information only. No such statement constitutes a representation or warranty of whatsoever nature, express or implied, and no invitation is made by the Government to any Tenderer or prospective Tenderer to rely on the accuracy or completeness of such statement. Unless in the context of an issued addendum to the Tender Documents, the statement will not be deemed to form part of these Tender Documents and it shall not alter, negate or waive any of the provisions set out in these Tender Documents.

**10. Award of Contract**

10.1 The successful Tenderer will receive, as an indication of acceptance, a facsimile or a letter of acceptance prior to the receipt of duplicate copy of the Contract document. Upon receipt of such facsimile or letter, a binding Contract would be deemed to have been duly constituted between the Government and the successful Tenderer. For the avoidance of doubt, the subsequent issuance of the duplicate copy of the Contract with Part 5 (Memorandum of Acceptance) of Tender Form (G.F. 231) (Rev. 12/10) duly completed is entirely a matter of procedural formality.

10.2 Any Tenderer who does not receive any notification of the acceptance of its tender within the Tender Validity Period may deem its tender as unsuccessful.

**11. Tender to Remain Open**

11.1 Tenders shall remain open for acceptance by the Government not less than one hundred and twenty (120) days after the Tender Closing Date. **Without prejudice to other rights and claims of the Government, where a Tenderer rejects this Tender Validity Period or counter-proposes a shorter validity period, its tender will not be considered further.**

11.2 If a Tenderer withdraws its tender before the expiry of the Tender Validity Period,

without prejudice to other rights and claims of the Government, due notice will be taken of the Tenderer's action which may prejudice its future standing as a Government contractor.

**12. Tender Briefing Session**

12.1 A briefing session will be held as follows -

Date and Time of Briefing	Location of Tender Briefing:
25 November 2014 1200 hours – 1330 hours	Room 907, 9/F. Cheung Sha Wan Government Offices, 303, Cheung Sha Wan Road, Kowloon

All interested parties are recommended to attend the briefing session before submitting their tenders in order to acquaint themselves with the requirements of this tender exercise and to determine the scale and cost of the Services to be provided.

12.2 Prospective Tenderers are advised to contact the following officer before noon of 24 November 2014 to register for the briefing session -

Name and Post of Contact Person	Telephone Number
Ms Alice WY LAU, Departmental Transport Officer	2150 6662

12.3 In case Black Rainstorm Warning Signal is in force or Tropical Cyclone Warning Signal No. 8 or above is in effect for any duration two (2) hours (Time) before the scheduled time for the briefing session, the briefing session scheduled on that day will be cancelled and unless otherwise announced, the briefing session will be held on 27 November 2014 at the same location and time.

**13. Submission of Document for Financial Vetting and Contract Deposit**

13.1 If the Estimated Contract Value is over HK\$5,000,000, the Tenderer shall upon the request of the Government provide the documents and financial information as detailed in Appendix A which include but not limited to the following for financial vetting purpose -

- (a) Audited financial statements;
- (b) Unaudited / management accounts; and
- (c) Projected statement of comprehensive income and statement of cash flows.

If a request for provision of documents and financial information is made, the Tenderer shall within the time stipulated in the request provide the Government the documents and information specified in the request. The Government shall be entitled not to consider the tender further if the Tenderer fails to provide the requisite documents and information to the satisfaction of the Government.

- 13.2 If the Estimated Contract Value exceeds HK\$5,000,000, the successful Tenderer shall within twenty-one (21) days after the date of the fax or letter of acceptance referred to in Clause 10 hereof or at such other time as shall be directed by the Government, deliver to the Government a Contract Deposit of an amount equivalent to two percent (2%) (after having passed the financial assessment) or five percent (5%) (after having failed the financial assessment) as the case may be of the Estimated Contract Value as security for the due and faithful performance of the Contract. The Contract Deposit may be paid either in cash or by way of a performance bond issued by a bank that holds a valid banking licence under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) or an insurer authorised under the Insurance Companies Ordinance (Cap. 41 of the Laws of Hong Kong), which must be acceptable to the Government for the purpose of issuing Contract Deposits, in the form set out in Appendix B with only such amendments as may previously have been agreed in writing by the Government.
- 13.3 If the Estimated Contract Value does not exceed HK\$5,000,000, the successful Tenderer shall within twenty-one (21) days after the date of the fax or letter of acceptance referred to in Clause 10 hereof or at such other time as shall be directed by the Government, deliver to the Government a Contract Deposit of an amount equivalent to two percent (2%) of the Estimated Contract Value as security for the due and faithful performance of the Contract. The Contract Deposit may be paid either in cash or by way of a performance bond issued by a bank that holds a valid banking licence under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) or an insurer authorised under the Insurance Companies Ordinance (Cap. 41 of the Laws of Hong Kong), in the form set out in Appendix B with only such amendments as may previously have been agreed in writing by the Government.
- 13.4 If a Tenderer elects to provide a performance bond, the performance bond must remain in force from the Commencement Date until three (3) months after the expiry of the Contract Period or the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged to the satisfaction of the Government, whichever is the later in accordance with Clause 31.4 of the Conditions of Contract.
- 13.5 A Tenderer shall elect the method of providing a Contract Deposit in Annex B. In the event that the successful Tenderer fails to elect the method of providing a Contract Deposit, it will be assumed that the successful Tenderer will pay the Government the Contract Deposit in cash in accordance with Clause 31.1 of the Conditions of Contract.
- 13.6 If a Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in Clauses 13.2 or 13.3, the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.

**14. Offer to be Bound**

- 14.1 All parts of the tender submitted and offered by the Tenderer shall be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness



of its tender. In the event that a Tenderer discovers an error in its tender after the tender has been deposited, the Tenderer may correct the same in a separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.

- 14.2 Should it be found on examination by the Government after the Tender Closing Date that a Tenderer has made errors in the figures stated in its tender, the Tenderer may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.
- 14.3 The Government may require a Tenderer to clarify any aspect of its tender by way of provision of additional information or documentary proof. A tender may not be considered further if the Tenderer fails to comply with the Government's request for clarification.

**15. Complaints about Tendering Process**

The tendering process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Tenderer who feels that its tender has not been fairly evaluated may write to the Director of Agriculture, Fisheries and Conservation who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within three (3) months after the award of Contract.

**16. Consent to Disclosure**

- 16.1 The Government shall have the right to disclose, without further reference to the successful Tenderer, whenever it considers appropriate or upon request (written or otherwise) by any third party information on the awarded Contract, the name and address of the successful Tenderer, description of the Services and the contract value. In submitting a bid, each Tenderer irrevocably and unconditionally authorises the Government to make and consents to the Government making any of the disclosure aforesaid.
- 16.2 Nothing in Clause 16.1 shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Clause 16.1) if the disclosure is made under any one of the following circumstances:
- (a) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
  - (b) the disclosure of any information already known to the recipient;
  - (c) the disclosure of any information which is public knowledge;
  - (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or
  - (e) without prejudice to the power of the Government under Clause 16.1, to the extent the information relates to a Tenderer, with the prior written consent of

that Tenderer.

**17. Contractor's Performance Monitoring**

A Tenderer is advised that should the Government award the Contract to it, its performance of Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that it may submit in future. An offer or tender submitted by a Tenderer who has been in breach of any of its statutory obligations or contractual obligations under any comparable current or past contracts with the Government may not be considered further having regard, including and not limited to, the seriousness and the number of breaches and its or their relevancy to the offer or tender submitted. Without prejudice to the foregoing, the successful Tenderer may have criminal or civil liabilities for its breach of the Contract and may be liable to compensate the Government for the losses and expenses that it may have suffered or incurred.

**18. Tenderer's Enquiries**

- 18.1 Any enquiries from a prospective Tenderer concerning these Tender Documents up to the date of the Tenderer lodging its tender with the Government shall be made in writing to -

Director of Agriculture, Fisheries and Conservation  
(Attention: Departmental Transport Officer)  
5/F., Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road,  
Kowloon  
Fax No.: (852) 2730 3637

- 18.2 Any enquiries from a prospective Tenderer relating to the Service Specifications up to the date of the Tenderer lodging its tender with the Government shall be made in writing to the address and officer as stated in Clause 18.1 above.
- 18.3 After lodging a tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its tender or these Tender Documents. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.

**19. Consent to Workshop Inspection**

The Government shall, without further reference to the Tenderer, have the absolute right to inspect the facilities and equipment of the Tenderer's proposed workshop(s) to verify the information of contractor's workshops claimed by the Tenderer in Contract Schedules 3 and 4, whenever the Government considers necessary and appropriate. In submitting a bid, each Tenderer irrevocably and unconditionally authorises the Government to inspect and verify its workshop(s) and facilities. The Government may not consider a tender further if the Tenderer refuses an inspection requested by the Government under this Clause.

**20. Cancellation of Tender**

The Government will not withhold awarding a Contract or cancel a tender unless it is in the public interest to do so.

**21. Disqualification of Tenders**

The Government reserves the right to disqualify any Tenderer -

- (a) who submits a tender that directly or indirectly attempts to preclude or limit the effect of any provisions of these Terms of Tender; or
- (b) if the inspection result of the facilities and equipment of the Tenderer's proposed workshop(s) reveals that the Tenderer does not have the capacity/capability as claimed in Contract Schedules 3 and 4.

**22. Negotiation**

The Government reserves the right to negotiate with any or all Tenderers about the terms of the Tenderer's tender and the terms and conditions of the Contract.

**23. Personal Data Provided**

- 23.1 A Tenderer's personal data provided in the tender will be used by the Government for the purposes of invitation to tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, contract award and resolution of any dispute arising from the invitation to tender).
- 23.2 By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Clause 23.1.
- 23.3 An individual to whom personal data belongs and a person authorised by him in writing has the right to access and make correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the tender.
- 23.4 Enquiries concerning the personal data collected by means of the invitation of the tender, including the making of access and corrections, should be addressed to the Departmental Personal Data Controlling Officer of the Agriculture, Fisheries and Conservation Department.

**24. Tenderer's Commitment**

All tenders, proposals, information and responses submitted by each Tenderer shall be the representation of the Tenderer and may be incorporated into and made part of the Contract to be made between the Government and the successful Tenderer in such manner as the Government considers appropriate. The Government may, and, in submitting a tender, the Tenderer irrevocably authorises

the Government to, make such changes to the terms and conditions of the Contract as may be necessary as a result of such incorporation without the need to obtain any prior agreement of the successful Tenderer.

**25. Environment Friendly Measures**

The following environment friendly measures are recommended in the preparation of the documents in relation to the tender -

- (a) All documents should preferably be printed on both sides and on recycled paper. Paper exceeding 80 gsm is not recommended.
- (b) Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
- (c) Single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

**26. Offering Gratuities**

The Tenderer shall ensure that its agents and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance, (Cap. 201 of the Laws of Hong Kong) to any agent or employee of the Government. Any breach of or non-compliance with this Clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate its tender, and if the Contract has been awarded to the Tenderer without knowing the breach, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred.

**27. Exclusion**

Without prejudice to other provisions of these Tender Documents, the Government reserves the right to exclude a Tenderer for further consideration of the tender on grounds include -

- (a) bankruptcy;
- (b) winding up;
- (c) false declaration;
- (d) insolvency;
- (e) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contract;
- (f) conviction(s) under breach of any of its statutory obligations or contractual obligations under any comparable current or past contracts with the Government, including but not limited to, the seriousness and the number of breaches and relevancy to the offer or tender submitted;
- (g) final judgments in respect of serious crimes or other serious public

offences;

- (h) professional misconduct or act or omissions that adversely reflect on the commercial integrity of the Tenderer; or
- (i) failure to pay taxes.

28. Document of Unsuccessful Tenderer(s)

Documents of unsuccessful Tenderer(s) will be destroyed three (3) years after the Contract has been awarded.

29. Tender Addenda

Should the Government require any amendments, clarifications or adjustments to be made to the Tender Documents for the purpose of this tender exercise, the Government will issue to every prospective Tenderer, who has registered with the Government when obtaining copies of the Tender Documents, numbered addenda giving full details of such amendments. The prospective Tenderer shall acknowledge receipt of these addenda. These addenda if comprising an amendment, clarification or adjustment to any provisions of the Contract, shall form a part of the Contract and shall take priority over the documents previously issued.

30. New Information Relevant to Qualified Status

A Tenderer should inform the Government in writing immediately of any factor which might affect its status as a service provider of the Government, or as a service provider for a particular service. The Government reserves the right to review the Tenderer's status in the light of any new information relevant to its qualification.

31. Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 or above

In case a Black Rainstorm Warning Signal is in force or Tropical Cyclone Warning Signal No. 8 or above is in effect for any duration between 9:00 a.m. (Time) and 12:00 noon (Time) on the Tender Closing Date, the tender closing time will be deferred to 12:00 noon (Time) on the next weekday (i.e. except Saturday and General Holiday) after the Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 or above is cancelled.

Tender Ref.: AFCD/TU/01/2014

**Tender Evaluation  
Procedures and Criteria for  
Provision of Vehicle Maintenance Services**

Tenders which are submitted in accordance with the Terms of Tender will be evaluated in accordance with the following procedures and criteria:

**Stage 1 – Assessment of Compliance with Essential Requirements**

A tender will be checked for its compliance with the essential requirements stipulated in Clause 4.8 of the Terms of Tender and items 1 to 6 hereunder. Any tender which fails to meet any of the essential requirements in Stage 1 will not be considered further.

1. The Tenderer must possess at least one (1) year of experience in the provision of maintenance services for cars and/or motorcycles in the past five (5) years immediately preceding the Tender Closing Date (Note (i)). Such experience must be derived from serving clients with a fleet size of not less than ten (10).
2. The Tenderer must submit with its tender client reference letter(s) to substantiate its experience as claimed in (1) above (Note (i))
3. The Tenderer's workshop(s) must have an aggregate capacity, in terms of parking space for handling vehicle maintenance and repair, of not less than twenty (20) cars and/or motorcycles (Note (iii)) as of the Tender Closing Date
4. The Tenderer must have employed at least 300 man-hours of Technical Staff per week for providing maintenance services for cars and/or motorcycles in the six (6) months immediately preceding the Tender Closing Date.
5. The Tenderer must possess at least four Trade Plates as at the Tender Closing Date.
6. The Tenderer's workshop must be equipped with the facilities and equipment as specified in Part A of Contract Schedule 4.

**Notes for Stage 1 – Essential Requirements**

- (i) A "year" for the purpose of experience evaluation under this essential requirement means any consecutive period of twelve (12) months. For example: the period from 1 March 2010 to 28 February 2011 or the period from 11 March 2013 to 10 March 2014 will be regarded as a year. If more than one relevant contract is quoted as proof of experience, the overlapping period between contracts will only be counted once when counting the length of aggregate experience. For example, a Tenderer will be counted as having 12 months' aggregate experience if it had a contract covering the period of 1.3.2010 – 30.11.2010, and another contract covering the period of 1.10.2010 – 28.2.2011 (i.e. 9 months from the first contract (1.3.2010 – 30.11.2010) and 3 months from the second contract (1.12.2010 – 28.2.2011));
- (ii) The client reference letter(s) must be issued by the Tenderer's clients to substantiate the experience claimed by the Tenderer on the provision of maintenance services for cars and/or motorcycles for any consecutive period of twelve (12) months in the past five (5) years

immediately preceding the Tender Closing Date. If more than one relevant contract is quoted as proof of experience, the Tenderer shall submit such client reference letter(s) to demonstrate that the requirement on a consecutive period of twelve (12) months is satisfied. For example, if the requirement is satisfied by one contract covering the period of 1.3.2010 – 30.11.2010 and another contract covering the period of 1.10.2010 – 28.2.2011 (the example in note (i) above), client reference letters for both contracts must be submitted. If there are two concurrent contracts covering the period of 1.3.2010 – 30.11.2010 and another contract covering the period of 1.10.2010 – 28.2.2011, the Tenderer must submit, at a minimum, one client reference letter for the period of 1.3.2010 – 30.11.2010 and another client reference letter for the period of 1.10.2010 – 28.2.2011.

- (iii) A Tenderer may deploy one or more workshops for the provision of the Services. If more than one workshop is to be deployed, the number of parking space in each of the workshop will be aggregated for calculation purpose.

## **Stage 2 – Price Assessment**

If there are more than one tenders that have passed Stage 1, they will be assessed according to the tender price submitted. A Tender will normally be recommended for the award of the Contract.

Tender price will be assessed on the basis of the Estimated Contract Value provided by the Tenderer in Contract Schedule 1. Any prompt payment discount offered by a Tenderer in Contract Schedule 1 will not be taken into consideration in the tender price assessment, except when there is more than one (1) lowest conforming offer with the same offered price, the Government may in such case take into account the greatest prompt payment discounts by applying them on the price offers of such Tenderers.

**Information of the Tenderer**

The Tenderer is required to provide the following information -

**1. Basic Information of the Tenderer**

- (a) Name of the Tenderer (in English and Chinese), the address of its registered office and its telephone number;
- (b) Length of business experience;
- (c) Shareholders/partners/proprietor of the company/business organisation and their percentage of ownership;
- (d) Names and residential addresses of the following, where applicable:
  - (i) Managing director/partners: \_\_\_\_\_
  - (ii) Other directors: \_\_\_\_\_
  - (iii) Proprietor: \_\_\_\_\_
- (e) A copy of the Business Registration Certificate, Memorandum and Articles of Association, Certificate of Incorporation, Certificate of Change of Name, Annual Return or any other documents to show its business status (Note: The name of the company/business organisation shown in the documents as required under this clause shall be the same as the one stated in the Offer to be Bound); and
- (f) A letter certifying the person who signs this tender is an authorised person to sign contracts/agreements on behalf of the Tenderer.



**2. Statement of Compliance**

A Tenderer is requested to confirm whether its offer submitted complies with the tender requirements and the Service Specifications by completing the following statement -

Our/My offers \*do / do not comply with the tender requirements and the Service Specifications.

A Tenderer shall note that its tender will not be considered further if it is unable to comply with the tender requirements and the Service Specifications.

*\* Delete whichever is inapplicable*

**3. Contract Deposit / Performance Bond**

If the tender is accepted,

(a) we shall elect, pursuant to Clause 13 of the Terms of Tender to deposit with the Government, not later than twenty-one (21) days after the date of the facsimile or letter of acceptance referred to in Clause 10 of the Terms of Tender or at such other time as shall be directed by the Government, a sum to be calculated in accordance with Clause 13.3 or 13.4 of the Terms of Tender as security for the due and faithful performance of the Contract -

\*(i) in cash, or

\*(ii) in the form of a performance bond in accordance with Clause 13.5 of the Terms of Tender.

*\* Delete as appropriate. In the event that a Tenderer fails to elect the method of providing a Contract Deposit it prefers in 3(ii), it will be assumed that the Tenderer will deposit cash with the Government.*

**4. Tenderer's accreditation to ISO 9001 and/or ISO 14001 and/or OHSAS 18001 standard.**

Please put a tick ("✓") in the following box(es) if a Tenderer has been accredited with the relevant ISO/OHSAS certifications as valid at the Tender Closing Date (Documentary proof must be provided for substantiation on the claim of accreditation(s)).

☐ ISO 9001      ☐ ISO 14001      ☐ OHSAS 18001

**5. Details of Bank Account for Payment of Services**

The attention of the Tenderer is drawn to the contents of the Clause 31 of the Conditions of Contract which stipulates that, unless otherwise specified and agreed, payment will be made to the Contractor's bank account. A Tenderer is requested to provide the following information for payment -

(a) Banker's Name: \_\_\_\_\_

(b) Banker's Address: \_\_\_\_\_

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(c) Account Holder's Name: \_\_\_\_\_

(d) Bank Account No.: \_\_\_\_\_

**6. Enquiries**

In the event of any queries relating to my/our offer or tender, please contact -

Name : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

## Annex C

### **Past Experience in Provision of Maintenance Services for Cars and/or Motorcycles**

Tenderer shall provide information on its past experience in the provision of maintenance services to cars and/or motorcycles during the past five (5) year immediately preceding the Tender Closing Date (Point 1 of Stage 1 – Assessment of Compliance with Essential Requirements at Annex A applies).

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

**Financial Information to be Submitted upon Request**

- (a) Audited financial statements (including statement of financial position, statement of comprehensive income, etc) of the Tenderer, and the audited consolidated financial statements of the group if the Tenderer is a subsidiary of another company, for the past three (3) years prior to the tender submission date. The latest financial statements must be for a period ending no more than eighteen (18) months before the tender submission date. The financial statements shall be prepared on the same basis for each year in accordance with the accounting principles generally accepted in the Hong Kong Special Administrative Region or accounting standards issued by the Hong Kong Institute of Certified Public Accountants and the disclosure requirements of the Companies Ordinance (Cap.622 of the laws of Hong Kong);
- (b) Unaudited / management accounts covering the period between the latest set of audited financial statements and up to a date ending not more than three (3) months before the tender submission date;
- (c) Projected statement of comprehensive income and statement of cash flows of the contract for each contract year and pre-operating period (if applicable), and if necessary, of the company during the Contract Period, showing the revenue, operating expenses, capital expenditure including the initial investments and the source of finance; and
- (d) Further financial information that is considered necessary and relevant upon request by the Government.

**Remarks :**

Copies of audited financial statements submitted under paragraph (a) should be certified by independent auditors and all documents under paragraphs (b) to (d) above shall be certified by independent auditors or directors of the company.

**Form of Performance Bond**

THIS GUARANTEE is made the ..... day of ..... 20.....  
BETWEEN .....  
..... of ....., a bank within a meaning of the Banking  
Ordinance, Cap. 155 of the laws of Hong Kong/an insurer authorised under the Insurance  
Companies Ordinance, Cap. 41 of the laws of Hong Kong\* (hereinafter called the "Guarantor")  
of the one part and The Government of Hong Kong (hereinafter called the "Government") of  
the other part.

**WHEREAS**

(A) By a contract (hereinafter called the "Contract") dated the ..... day of .....  
20 ..... made between .....  
of .....  
.....  
(hereinafter called the "Contractor") of the one part and the Government of the other part  
(designated as Agriculture, Fisheries and Conservation Department Contract No. .... of  
20 .....), the Contractor agreed and undertook for the Provision of Vehicle  
Maintenance Services to the Agriculture, Fisheries and Conservation Department upon the  
terms and conditions of the Contract.

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

Now the Guarantor HEREBY AGREES with the Government as follows -

- (1) Where applicable, words and expressions used in this Guarantee shall have the  
meaning assigned to them under the Contract.
- (2) In consideration of the Government entering into the Contract with the Contractor -
  - (a) The Guarantor hereby irrevocably and unconditionally guarantees the due  
and punctual performance and discharge by the Contractor of all of his, her  
and their obligations and liabilities under the Contract and the Guarantor  
shall pay to the Government on demand and without cavil or argument all  
monies and discharge all liabilities which are now or at any time hereafter  
shall become due or owing by the Contractor to or in favour of the  
Government under or in connection with the Contract together with all  
costs, charges and expenses on a full indemnity basis which may be  
incurred by the Government by reason or in consequence of any default on  
the part of the Contractor in performing or observing any of the obligations,  
terms, conditions, stipulations or provisions of the Contract.

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\* Please delete as appropriate.

- (b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations, terms, conditions, stipulations or provisions of the Contract.
- (c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Contractor or from his, her or their estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of all such losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of HK\$.....
- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.
- (5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assent to -
- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
  - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
  - (d) any forbearance, variation, extension, discharge, compromise, dealing with, exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
  - (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, re-organisation arrangement, composition, or other proceedings of or

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affecting the Contractor or its assets, or any change in the constitution of the Contractor;

(f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract, whether or not such assignment or sub-contracting has been consented to;

(g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

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

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until -

(a) the date falling three (3) months after the expiry of the Contract Period; or

(b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,

whichever is the later.

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

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

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

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

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

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(a) upon the Government, at the Agriculture, Fisheries and Conservation Department of 5/F., Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, marked for Director of Agriculture, Fisheries and Conservation (Attn.: Departmental Transport Officer), facsimile number (852) 2730 3637;

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

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

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

(15) The Guarantor hereby acknowledges that

(a) the Guarantor should read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee.; and

(b) no Government officer is authorised to advise on, make representations regarding or amend (other than by a written instrument signed by both the Guarantor and the Government) the terms and conditions of this Guarantee.

IN WITNESS whereof the said Guarantor .....has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

The Common Seal/Seal\* of the said )  
Guarantor was hereunto affixed )  
in the presence of ..... )  
..... )  
..... )

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

\* Please delete as appropriate

@ See Powers of Attorney Ordinance, Cap. 31 of the laws of Hong Kong



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**Note : When performance bonds are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the origin must be submitted.**

**PART 2**  
**CONDITIONS OF CONTRACT**

Unless the context otherwise requires, in these Conditions of Contract, words and expressions defined in the Interpretation section of the Tender Documents but not otherwise defined in these Conditions of Contract shall have the same meaning when used herein. Clauses 2 to 4 of the Interpretation section shall apply to the construction of these Conditions of Contract.

**1. Contract Period**

- 1.1 The Contractor shall provide the Services to the Government for a period of twenty-four (24) months commencing on 1 April 2015 and expiring on 31 March 2017, both dates inclusive, subject to Clause 1.2 and any provision for sooner termination or extension of the Contract as is provided for in the Contract.
- 1.2 Notwithstanding Clause 1.1 above, the Government may, on giving the Contractor a seven (7) day advance written notice before 31 March 2015, postpone or advance the Commencement Date of the Contract Period to a date specified by the Government in the notice.
- 1.3 The Contractor shall make available a reasonable preparation period prior to the Commencement Date of the Contract for the purpose of preparing for the performance of the Services under the Contract, including without limitation, acquiring necessary vehicle parts, materials, tools, equipment and manpower.

**2. Services to be Provided**

- 2.1 The Contractor shall carry out all the Services specified in the Service Specifications and on such terms and conditions set out in the Conditions of Contract and Contract Schedules in respect of all the Vehicles.
- 2.2 The Contractor shall, on receipt of a Vehicle Repair Order Form duly signed by the Government Representative or any person duly authorised by him, provide the services as stipulated therein to the extent it is within the scope of the Services.
- 2.3 The Contractor shall upon and subject to the terms and conditions herein carry out and complete the Services in accordance with the Contract in every respect, in accordance with the directions and to the reasonable satisfaction of the Government Representative and his delegates, who may in his or their absolute discretion and from time to time issue further details, and/or written explanations in relation to the performance of the Services under the Contract.
- 2.4 The Contractor warrants and commits that the Vehicles shall achieve a minimum availability level as given in ("the Committed Vehicle Availability Rate) as follows -

<u>Vehicle Category</u>	<u>Vehicle Types</u>	<u>Committed Vehicle Availability Rate</u>
1	Motorcycle	90%
2	Small Saloon Car and Multi-purpose Car	96%

- 2.5 The Contractor shall provide to the Government Representative a Weekly Vehicle

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Availability Report per vehicle category by fax by 1000 hours on the Monday of each week or the next following working day if Monday is a General Holiday. If the Vehicle Availability Rate of any vehicle category falls below the Committed Vehicle Availability Rate for the relevant category stated in Clause 2.4 of the Conditions of Contract, the Contractor shall provide the Government Representative with a written explanation within four (4) hours after submission of the Weekly Vehicle Availability Report. The cut-off time for the Weekly Vehicle Availability Report shall be 1800 hours on Sunday.

**3. Contractor's Acknowledgement**

The Contractor acknowledges that -

- (a) it is thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality of the Services, the equipment, materials, tools, vehicle parts and deployed workmen, vehicle mechanics and supervisory staff, any necessary storage, and transportation requirements which will be required for the provision of the Services under the Contract;
- (b) it has been supplied with sufficient information to enable it to provide to the Government the Services which comply fully with the requirements set out in the Service Specifications, Contract Schedules, and other provisions of the Contract;
- (c) it shall not be entitled to any additional payment nor be excused from performing any requirements as imposed under the Contract on the ground of any misinterpretation by the Contractor of any matters relating to the Contract; and
- (d) the Government does not give any exclusive rights to the Contractor to provide the Services and any other services to the Government and that the Government may enter into similar contracts with any third party before and during the full term of the Contract Period.

**4. Contractor's Warranties and Undertakings**

The Contractor warrants and undertakes to the Government that -

- (a) the Contractor, its sub-contractor, agents and/or the Contractor's Employees have the necessary skills, experience, expertise and qualifications to provide the Services on the terms and conditions as set out in the Contract;
- (b) the Contractor shall carry out and complete the Services with all due and reasonable diligence and in a proper, skilful, professional and workmanlike manner and shall use its best endeavour to perform the Services to the satisfaction of the Government Representative and to maintain the Vehicles in a safe and roadworthy operating condition;
- (c) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (d) the Contractor shall comply with all laws, regulations, by-laws, code of practice which are applicable to the provision of the Services; and
- (e) the Contractor shall fully co-operate with Government Representative and shall

comply with all reasonable instructions and directions on all matters relating to the Contract as the Government Representative may from time to time issue to the Contractor.

5. Provision of Staff

5.1 The Contractor warrants and undertakes that:-

(a) the Contractor's Technical Staff shall possess, as a minimum, the qualifications specified in Contract Schedule 5;

(b) the numbers and rank of Contractor's Employees together with their hours of work shall not be less favourable than as specified in Contract Schedule 5 are engaged for the provision of the Services; and

(c) Except where the Contractor has indicated otherwise in Contract Schedule 5, all the Contractor's Employees as specified in Contract Schedule 5 shall work exclusively for the Contract.

5.2 The Contractor shall nominate for the Government Representative's approval a full time representative (which approval may at any time be withdrawn) ("Contractor's Representative"). The Contractor's Representative shall be in charge of the Services and shall have the full authority to make all necessary decisions on behalf of the Contractor regarding the provision of the Services and to receive all instructions from the Government Representative. The Contractor's Representative shall be available for contact and receive instructions at all times during the Contract Period.

5.3 The Contractor's Representative shall at the expense of the Contractor be equipped with portable radio pagers and mobile phones communication system which shall be switched on at all times during the Contract Period. Any communication by the Government Representative through such communication systems shall be responded to by the Contractor's Representative within twenty (20) minutes.

5.4 The Contractor shall ensure that adequate supervisory staff be in attendance when vehicle mechanics are at work to make sure that the vehicle mechanics are at all times adequately supervised and properly perform their duties.

5.5 The Contractor shall make its own arrangements in regard to the provision of vehicle mechanics, skilled and unskilled, as may be required for providing the Services and shall use all diligence in arranging for a sufficient and suitable supply of such mechanics. The Contractor shall observe all applicable laws and regulations, including without limitation the Employment Ordinance (Cap. 57 of the Laws of Hong Kong) in the performance of the Services under the Contract.

6. Checklist for Supervision of Performance of Contractor's Employees

Upon being awarded of the Contract, the Contractor shall submit for the approval of the Government Representative a checklist for the supervision of the Contractor's sub-contractors, employees or agents while they are performing the Services under the Contract. The Government Representative may countercheck the performance of the Contractor's sub-contractors, Employees or agents against the approved checklist.

7. Comportment of the Contractor

- 7.1 The Contractor shall be responsible for the good conduct of the Contractor's sub-contractors, the Contractor's Employees or agents while they are performing the Services under the Contract and shall ensure that they shall behave accordingly.
- 7.2 The Government Representative shall have the right to require the Contractor at any time to remove forthwith from the Services any person employed or engaged by the Contractor who, in the opinion of the Government Representative, misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Government Representative to be undesirable and such person shall not be again assigned to the provision of the Services without the written permission of the Government Representative.
- 7.3 Any sub-contractor, employee or agent of the Contractor so removed shall be replaced as soon as possible by a competent substitute approved by the Government Representative.
- 7.4 The Government Representative shall in no circumstances be liable either to the Contractor, its sub-contractor, employee or agent in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Government against any aforesaid claim made by such sub-contractor, employee or agent.
- 7.5 The Contractor shall display valid Trade Plate on the Vehicles in accordance with the Road Traffic Regulations whenever the Vehicles are driven on public roads for testing and for collection or delivery. The Vehicles shall not be used for any other purposes without the prior written consent of the Government Representative.

8. Order of Executing the Services

The Contractor shall, if directed by the Government Representative, execute any part of the Services in such order and at such times and commencing from such points as may be required by the Government Representative. In the absence of such directions, the Contractor shall execute the Services in such order and commencing at such point as is convenient to it. The Government Representative shall be entitled to vary the order, priority and time for carrying out the Services as the Government Representative may consider expedient to do so.

9. Particulars to be Furnished

The Contractor shall, if directed by the Government Representative, furnish particulars in writing of its arrangements for carrying out the Services or any part thereof which the Contractor intends to supply, or perform as the case may be. The submission to and approval by the Government Representative of such particulars shall not relieve the Contractor of any of its duties or responsibilities under the Contract.

10. Provision of Management Plan and Contingency Plan

- 10.1 At any time during the Contract Period, the Government Representative may review the Management Plan and Contingency Plan submitted by the Contractor. Where the Government Representative in his discretion considers necessary, the Contractor shall, upon request by the Government Representative, introduce at no cost to the Government revised plans with such modifications to ensure provision of the Services to the satisfaction of the Government Representative. In such event, the Contractor shall

submit the revised plans to the Government Representative within fourteen (14) days after written notification for approval. The Contractor shall not implement the revised plans unless and until it has obtained the Government Representative's approval to do so. Where the Government Representative has given approval for the revised plans, the Contractor shall implement the revised plans forthwith or on such date specified by the Government Representative.

10.2 Without prejudice to other terms and conditions of the Contract at all time during the Contract Period -

- (a) the Contractor shall carry out the Services in accordance with the Management Plan prepared by the Contractor and approved by the Government Representative. The Contractor shall not vary or amend the Management Plan which is currently in force without the prior written approval of the Government Representative; and
- (b) the Contractor shall implement and comply with the Contingency Plan, whenever is required, and shall not vary or amend the Contingency Plan that is currently in force without the prior written approval of the Government Representative.

10.3 The Government Representative shall have the sole discretion to decide whether or not the Services are provided by the Contractor in a manner in compliance with the Management Plan and Contingency Plan.

11. Standby Services during Tropical Cyclone Warning Signal No.8 or above/Black Rainstorm Warning Signal and Emergency

The Contractor shall provide 24-hour standby Breakdown Recovery and Towing Service specified in item 4 of Part A of the Service Specifications at all time, including without limitation when Tropical Cyclone Warning Signal no. 8 or above is in effect, Black Rainstorm Warning Signal is issued and/or during other emergency incidents, in accordance with detailed instructions issued from time to time by the Government Representative.

12. Contractor's Personnel

12.1 The Contractor shall not employ any persons who are forbidden under the laws of Hong Kong or not entitled for whatever reasons to undertake any employment in Hong Kong for the purposes of this Contract or any other Government contracts. If there is any breach of this clause by the Contractor, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for compensation against the Government. The Contractor shall be responsible for any expenses and loss that the Government may incur or suffer due to the breach of this clause.

12.2 The Government shall be entitled to refuse to admit to the Parking Bases or any part thereof for the purposes of the Contract any person employed or engaged by the Contractor, or by an assignee of the Contractor or its sub-contractor whose admission will be, in the reasonable opinion of the Government Representative, undesirable. The Contractor shall continue to perform the Services despite admission of any of its sub-contractor, employees or agents is refused under this clause.

13. Contractor's Maintenance Equipment, Tools, Equipment and Materials

- 13.1 The Contractor shall provide and maintain at its own expense all vehicle maintenance equipment, tools, spare parts and all such other materials or equipment necessary for the proper and efficient performance of the Services.
- 13.2 When any Services are carried out at the Parking Bases, the Contractor shall, upon completion of the Services, take away all its own equipment, materials, tools and unused spare parts from the Parking Bases and shall keep the Parking Bases clean and tidy before leaving. The Government shall not be liable for any loss of or damage howsoever caused to such equipment, materials, tools or spare parts used by the Contractor and brought alongside or into the Parking Bases or any part thereof as the case may be.
- 13.3 The Contractor shall not use any equipment in such manner that will overload the fuses in the Parking Bases. Particular attention shall be given by the Contractor to the maintenance of its equipment used so that the equipment does not run below rated speed and draw excessive electrical current. Double adaptors will not be permitted.

14. Quality of Materials and Tests

- 14.1 All materials, spare parts and workmanship used in the Services shall be of such kind as may be stipulated by the Government Representative and shall be subjected from time to time to such tests as the Government Representative may direct.
- 14.2 The Contractor shall provide such assistance, instruments, machines, mechanics and other facilities as may be required by the Government Representative for examining, measuring and testing any Vehicle or the quality, weight or quantity of any materials and spare parts used and shall supply such samples of materials and spare parts to the Government Representative for testing as may be selected and required by the Government Representative before incorporation in any of the Vehicles.

15. Working Hours at Parking Bases

The Contractor agrees and undertakes that no Services shall be carried out by the Contractor at the Parking Bases between five o'clock in the evening (1700 hours) and eight o'clock in the following morning (0800 hours) unless prior written permission of the Government Representative has been given.

16. Addition and Withdrawal of Vehicles

- 16.1 The Government may at any time and from time to time during the Contract Period vary the list of Vehicles by adding Vehicles to and withdrawing existing Vehicles from the Contract and the Contractor shall carry out Services to the Vehicles as though the said variation were stated in Part C of the Service Specifications.
- 16.2 If during the Contract Period, any Vehicle is added to the Contract, the Government shall pay additional charges for such Vehicle, based on the rate of the service charge per month per vehicle for such vehicle type as set out in **Contract Schedule 1**, from the first day of the month in which such Vehicle is added to the Contract.
- 16.3 If during the Contract Period, any of the Vehicles is disposed of or replaced for whatever reasons, including without limitation to that as provided in Clause 16 herein, the

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Government Representative shall notify the Contractor that such Vehicle is to be withdrawn from the Contract. The Contractor shall not be entitled to any service charge for such Vehicle as from the first day of the month immediately following the month in which such Vehicle is withdrawn from the Contract.

**17. Beyond Economic Repairs**

- 17.1 The Government Representative may, at his absolute discretion and after taking into consideration, among other factors, the vehicle age and cumulative maintenance cost, withdraw any of the Vehicles out of Services and classify such vehicle as beyond economic repairs. The Contractor acknowledges and agrees that the typical life spans of each of the vehicle category as provided in **Part D of the Service Specifications** are solely for reference. For the avoidance of doubt, the Government reserves the absolute right to use any Vehicles which life span are beyond the typical life spans.
- 17.2 If the Government decides to withdraw a vehicle out of Services, the Contractor shall immediately deliver the said vehicle as it is to the Government and shall not dismantle any parts from or make any alterations to the said vehicle.

**18. Supply of Spare Parts and Materials**

- 18.1 The Contractor warrants and undertakes that all parts and materials used for the performance of the Services shall be -
- (a) of merchantable quality and fit for the purpose for which they are intended;
  - (b) free from defects for a period of three months or such longer period as may be specified or provided by the manufacturer or supplier of such parts or materials from the date of its incorporation into the Vehicles; and
  - (c) genuine new proprietary spare parts, inclusive of original equipment manufacturer (OEM) spare parts, approved by the vehicle manufacturer.
- 18.2 The Government Representative reserves all his right to inspect any parts removed/replaced by the Contractor and to reject the use of any parts proposed by the Contractor.
- 18.3 Cannibalization, which refers to the use of spare parts obtained from used vehicle, is forbidden unless with the prior written consent of Government Representative.
- 18.4 For the avoidance of doubt, the Contractor hereby acknowledges and confirms that the Monthly Payments are inclusive of all costs of all spare parts, materials, tool, equipment and manpower used for the performance of the Services and the Government shall not be liable for any charge incurred in the provision of such spare parts, materials, tool, equipment and manpower by the Contractor in the course of the delivery of the Services.

**19. Maintenance Record**

- 19.1 During the Contract Period, the Contractor shall maintain the following maintenance records of the Vehicles -
- (a) date and time in as well as date and time out whenever the Vehicles are moved to the Contractor's Workshop for the purpose of repair or maintenance;
  - (b) vehicle registration number;



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- (c) odometer reading;
- (d) defects reported or found;
- (e) itemised nature of work undertaken; and
- (f) itemised parts replaced.

19.2 The Contractor shall submit a hard copy of such maintenance records, together with a soft copy in common software format, to the Government Representative on monthly basis within fourteen (14) working days after the last day of each month.

## 20. Assistance in Legal Proceedings

20.1 If any Vehicle covered under the Contract is involved in a traffic accident, the Government shall have the right to require the Contractor to give evidence concerning the servicing provided by the Contractor to the Vehicle in a court of law in Hong Kong (civil and/or criminal) and the Contractor shall give evidence to the court and shall not charge any fee, cost, charge or expenses in connection therewith.

20.2 If requested to do so by the Government Representative, the Contractor shall provide to the Government any relevant information (including but not limited to statement from staff) in connection with any legal inquiries, investigations, arbitrations, or court proceedings in which the Government may become involved or any relevant disciplinary hearing internal to the Government arising out of the provision of or in connection with the Services or the Contractor's presence on the Parking Bases and the Contractor shall arrange for relevant staff to provide evidence in such inquiries, arbitrations, proceedings or hearings at the Contractor's own costs and expenses.

20.3 Where the Contractor or any of the Contractor's Employee becomes aware of an incident, accident or other matter which may give rise to a claim or legal proceedings arising out of or in connection with the Services, it shall notify the Government Representative immediately in writing. Such notification shall include all relevant information to enable the Government Representative to investigate the matter fully. Such information provided or assistance rendered pursuant to the obligations of this clause in whatever form shall be at no cost to the Government.

## 21. Workshop Facilities and Equipment

21.1 The Contractor warrants and undertakes that, during the Contract Period, -

- (a) the number of Contractor's Workshop(s) for carrying out the Services shall not be less than that specified in **Contract Schedule 3**;
- (b) the number of Contractor's Workshop(s) that provide vehicle breakdown recovery and towing services on a 24-hour per day and 7-day per week basis shall not be less than that specified in **Contract Schedule 3**;
- (c) the number of parking space in vehicle depot in the Contractor's Workshop(s) shall not be less than that specified in **Contract Schedule 3**; and
- (d) the number of Trade Plates the Contractor possesses shall not be less than that specified in **Contract Schedule 4**;

21.2 The Contractor also warrants and undertakes that -

- (a) the Contractor's Workshop(s) shall comply with all applicable laws and

regulations of Hong Kong, including without limitation, all fire safety, environmental and waste treatment regulations;

- (b) the building(s) where the Contractor's Workshop(s) is/are located and the Contractor's Workshop(s) shall be adequately insured against all usual and customary risks; and
- (c) the Contractor's Workshop(s) shall be equipped and installed, at the Contractor's expense; the equipment, tool and facilities as indicated in Contract Schedule 4.

21.3 The Contractor's Workshop(s) shall not be replaced unless prior written approval has been given by the Government Representative. In the event that any of the existing Contractor's Workshop(s) are required to be replaced, the Contractor shall submit details such as proposed new workshop, including its location, equipment and facilities, and operating hours for the Government's Representative's approval.

21.4 The Government Representatives shall have the right to visit and inspect the Contractor's Workshop(s) at any time during the Contract Period.

## 22. Accident Repair

22.1 The Contractor shall provide to the Government Representative for his consideration written quotation on repairs to a Vehicle which is required as a result of traffic accident. If the quotation price is accepted by the Government Representative, the Contractor shall carry out the repair work immediately.

22.2 Notwithstanding Clause 22.1, the Government reserves the right to arrange for other service providers to repair the Vehicles for damage caused by traffic accidents.

## 23. Differentiation of Vehicles Under Contract

For easy identification of the Vehicles, the Contractor shall prepare a label, the design of which shall be approved by the Government Representative, for display on the windscreen of each Vehicle.

## 24. Suspension of Services

24.1 The Contractor shall, as and when required in writing by the Government Representative, suspend the performance of the Services or any part thereof for such time or times and in such manner as the Government Representative may consider necessary and shall during such suspension return the Vehicle to the Government as directed by the Government Representative.

24.2 Notwithstanding other provisions stated in the Contract, the Government Representative reserves the right to suspend at his sole discretion the Contractor's operation in any areas within the Parking Bases for a specified period during which the Services is suspended under Clause 24.1.

24.3 The Government shall not be liable to pay any Service Charge during the period of suspension or bear any cost or loss suffered by the Contractor from the suspension.

## 25. Default in Performance

- 25.1 At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract.
- 25.2 Where the Government Representative is satisfied that in any particular case the Services provided by the Contractor has failed to meet the standards required under the Contract or any terms and conditions of the Contract, he shall be entitled to instruct the Contractor in writing to remedy/rectify the breach within such period as he in his absolute decision may determine, but such period shall in no case be longer than twenty-four (24) hours after giving such written instructions to the Contractor unless prior written approval for extension of time is granted by the Government Representative.
- 25.3 If the Contractor fails to comply with the instruction of the Government Representative issued under Clause 25.2 of the Conditions of Contract or fails to fulfil any of the contractual obligations, the Government may issue a written Notice of Default (hereinafter called "Default Notice" or "DN") to the Contractor. Without prejudice to any other rights and remedies that the Government may have under the Contract, the Government shall have the right to reject unsatisfactory performance of the Services until such breach has been rectified or remedied by the Contractor to the satisfaction of the Government Representative.
- 25.4 The Government shall be entitled to withhold any payment to the Contractor under the Contract or other contracts until the Services have been performed to the satisfaction of the Government Representative and in strict accordance with the terms and conditions of the Contract and until all costs and expenses which may be incurred by the Government in accordance with Clause 25.5 of the Conditions of Contract has been recovered.
- 25.5 If the Contractor fails to provide any of the Services or fails to provide the Services to the satisfaction of the Government Representative, without prejudice to any other rights or remedies that the Government may have under the Contract, the Government shall be entitled to have such Services carried out by its own resources or by other contractors and to recover from the Contractor any loss, damages, claims or any liability that may be incurred by the Government and may deduct the same from any monies due or becoming due to the Contractor under the Contract or other contracts with the Government.

26. Government's Obligation

The estimated numbers of Vehicles for each vehicle type as indicated in Contract Schedule 1 are for reference only. The Contractor hereby confirms and acknowledges that the Government is not bound by such numbers and may add Vehicles to or withdraw Vehicles from the Contract under Clause 16 of the Conditions of Contract. The Contractor further confirms and acknowledges that the Government is not bound by the Estimated Contract Value and may require Services under the Contract of a value exceeding or less than the Estimated Contract Value.

27. Order for Variation

- 27.1 Subject to Clause 27.2, the Government Representative may make any variation in the quantity detailed in the Contract Schedule 1 and the Service Specifications hereof and such variation shall not in any way vitiate or invalidate the Contract.
- 27.2 No variation shall be made by the Contractor without an order in writing from the Government Representative. Provided that -

- (a) if for any reasons the Government Representative shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Government Representative whether before or after the carrying out of the order shall be deemed to be an order in writing by the Government Representative; and
- (b) if the Contractor shall confirm in writing to the Government Representative any verbal order of the Government Representative and such confirmation shall not be contradicted in writing by the Government Representative before the commencement of the Services concerned, it shall be deemed to be an order in writing by the Government Representative.

**28. Valuation of Variation**

- 28.1 Where a variation has been made to the Contract under Clause 27 of the Conditions of Contract thereof, the amount to be added or deducted from the Monthly Payment shall be adjusted in accordance with the rates quoted by the Contractor in Contract Schedule 1 so far as the same may be applicable. Where rates are not contained in the Contract Schedule 1, or are not applicable, such amount shall be as agreed between the Government Representative and the Contractor as is reasonable in the circumstances.
- 28.2 Notwithstanding Clause 28.1 of the Conditions of Contract, no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the Estimated Contract Value of more than twenty percent (20%), unless otherwise mutually agreed by the Contractor and Government.

**29. Inspection and Rejection**

- 29.1 The Services performed shall before payment of the Monthly Payment or other payments as the case may be subject to inspection by the Government Representative who may withhold the Monthly Payment or other payments as the case may be unless he is satisfied that the Services have been performed in accordance with the terms and conditions of the Contract. The Government Representative shall have the right to reject unsatisfactory performance of the Services and suspend the Monthly Payment or other payment as the case may be until the defects have been rectified by the Contractor.
- 29.2 The Contractor shall take immediate and necessary action to rectify such rejected Services within twenty-four (24) hours after being notified in writing of the rejection of any Services unless prior written approval for extension of time is granted by the Government Representative.
- 29.3 If the Contractor fails to carry out all or any Services in accordance with the provisions of the Contract or fails to rectify such rejected Services in accordance with Clause 29.2 of the Conditions of Contract, the Government may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by other contractors and to recover from the Contractor any loss, damages, claims or any liability that may be incurred by the Government and may deduct the same from any monies due or becoming due to the Contractor under the Contract or other contracts with the Government.

**30. Payment for Services**

- 30.1 Provided that the Contractor shall have performed the Services in accordance with the

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Contract to the satisfaction of the Government Representative, the Government shall pay to the Contractor the Monthly Payment in arrears and other payments under the Contract, subject to any payment discount or deductions provided herein and in the manner hereinafter provided.

- 30.2 Monthly invoice shall be sent by the Contractor to the Government Representative or as otherwise directed no later than the 10<sup>th</sup> day of each month. Unless otherwise provided, the Monthly Payment and other payment under the Contract shall be made after the receipt of the monthly invoice and only on the certification of the Government Representative that the Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative.
- 30.3 Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Payment and other payments under the Contract shall be addressed to the Agriculture, Fisheries and Conservation Department, 5/F., Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon for the attention of Departmental Transport Officer. The Government shall not be liable for any delay in making the Monthly Payment or other payments under the Contract if invoices and correspondence shall not be so addressed.
- 30.4 The Monthly Payment and other payments under the Contract, will be made direct to the Contractor's bank account in Hong Kong as stated in Clause 5 of Annex B to the Terms of Tender.
31. Contract Deposit
- 31.1 The Contractor shall deposit with the Government in cash or a performance bond issued by a bank that holds a valid banking licence under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) or an insurer authorised under the Insurance Companies Ordinance (Cap. 41 of the Laws of Hong Kong), which must be acceptable to the Government for the purpose of issuing Contract Deposits in the form set out in Appendix B of the Terms of Tender with only such amendments as may previously have been agreed in writing by the Government, as security for the due and proper performance of the Contract by the Contractor in accordance with Clauses 13.2 and 13.3 of the Terms of Tender. The performance bond shall come into effect on the date of commencement of the Contract Period unless another date is specified in the facsimile or letter of acceptance as the date on which the performance bond is to take effect. In the event that another date is so specified, the performance bond shall take effect no later than such date.
- 31.2 If the Contractor fails to comply with Clause 31.1 of the Conditions of Contract, the Government may terminate the Contract immediately.
- 31.3 Without prejudice to Clause 31.2, if the Contractor fails to comply with Clause 31.1, the Government may withhold from any sum due or payable by the Government to the Contractor from time to time, such amount which in aggregate does not exceed the amount of Contract Deposit payable to the Government under Clause 31.1. The Government may apply the amount so withheld to satisfy the Contractor's obligation under Clause 31.1 in full or in part, and to the extent that the amount is so applied, the latter amount shall be treated as Contract Deposit paid in cash pursuant to Clause 31.1.
- 31.4 Upon the expiry or sooner termination of the Contract and on condition that all of the Contractor's obligations have been performed and discharged to the satisfaction of the

Government, the Government shall refund the balance of the Contract Deposit, if paid in cash, to the Contractor, without interest. If a Tenderer elects to provide a performance bond, the performance bond must remain in force from the Commencement Date until three (3) months after the expiry of the Contract Period or the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged to the satisfaction of the Government, whichever is the later.

- 31.5 If the Contractor fails to comply with any provisions of the Contract, without prejudice to any rights that the Government has or may have against the Contractor, the Government may deduct from the Contract Deposit (and in the event that the Contract Deposit is paid by way of a performance bond, to call on the performance bond the amount) of any costs, damages, losses or expenses incurred or suffered by the Government as a result of (whether directly or indirectly) a breach of the Contract by the Contractor, and any sums that are due to the Government under the Contract whether or not demand has been made.
- 31.6 The Contract Deposit shall be wholly forfeited to the Government in the event of the Contract being terminated in accordance with Clause 12.1 or 32 of the Conditions of Contract hereof.
- 31.7 The Contract Deposit (whether paid in cash or in the form of performance bond) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government.
- 31.8 If any deduction is made by the Government from the Contract Deposit or a call is made on the performance bond during the Contract Period, the Contractor shall, within twenty-one (21) days on demand in writing by the Government Representative, deposit a further sum, or reinstate the level or extent of the performance bond in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit, or procure the issuance of a fresh performance bond.
- 31.9 If the Contractor fails to replenish the Contract Deposit in accordance with Clause 31.8 above, without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith by notice in writing to the Contractor.

## 32. Termination

- 32.1 The Government may forthwith terminate the Contract but without prejudice to any other rights or remedies which the Government has or may have if -
- (a) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract or to pay any of the sums payable by the Contractor under the Contract or shall be in breach of Clause 50 of the Conditions of Contract or shall be in breach of its warranties or undertakings under Clauses 4, 5, 18 and 21 of the Conditions of Contract and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within fourteen (14) days of receipt of a written notice from the Government that the same be remedied; or
  - (b) the Contractor goes into liquidation (other than a voluntary liquidation for the

purpose of amalgamation or reconstruction), or shall have entered into any suspension or voluntary arrangement providing for a composition in satisfaction of the Contractor's debts or a scheme of arrangement of the Contractor's affairs or if a receiver has been appointed over any of its assets; or

- (c) the Contractor assigns or purports to assign any or all the burden or benefits of or rights, obligations or interest in the Contract without the prior written consent of the Government.

32.2 Without prejudice to the foregoing, the Government Representative shall be entitled to terminate the Contract without entitling the Contractor to any compensation whatsoever by giving four (4) months' notice in writing to the Contractor.

### 33. Effect of Termination

33.1 If the Contract is terminated in accordance with Clause 32 of the Conditions of Contract, the Government shall -

- (a) cease to be under any obligations under the Contract after the termination, including without limitation the obligation to make Monthly Payment to the Contractor;
- (b) not be responsible for any loss and expenses suffered or incurred by the Contractor due to the termination of the Contract;
- (c) be entitled to repossess any of the Vehicles under the possession of the Contractor, Government's materials, clothing, equipment or other goods loaned or hired to the Contractor and to have a lien on any of the spare parts, materials, tools, clothing, equipment or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government;
- (d) have, without prejudice to any claims made or to be made by the Government for breach of the whole or any part of the Contract, the right to complete the uncompleted Services itself or engage, use or employ any other contractor to complete the uncompleted Services where upon the Contractor shall be liable for any sums so incurred in excess of the Contract price and the Government shall be entitled to use all such Contractor's spare parts, materials, tools, clothing, equipment or other goods for the purposes thereof free of charge and free from any liability until a new contractor is formally engaged by the Government to perform the uncompleted Services; and
- (e) be entitled to remove any persons, materials, tools, equipment or other goods of the Contractor or its sub-contractor, employees or agents from the Parking Bases.

33.2 Any termination of the Contract howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such termination.

33.3 If the Contract is terminated during the Contract Period, the Contractor shall refund to the Government any amounts paid in respect of the Services which have not been performed as at the date of termination.

### 34. Monthly Order Statement

The Contractor shall submit to the Supplies Section, Agriculture, Fisheries and

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Conservation Department, at 5/F, Cheung Sha Wan Government Officers, 303 Cheung Sha Wan Road, Kowloon, a monthly order statement within fourteen (14) working days upon request by the Government Representative showing the following particulars -

- (a) Contract number;
- (b) Name of the venue at which the Services are performed; and
- (c) Total payment received within the month for the venue.

**35. Independent Contractor**

For the purpose of the Services to be performed under the Contract, the Contractor is an independent contractor. The Contractor is not an agent or a partner of the Government and has no power to bind the Government to any obligation whatsoever.

**36. Confidentiality**

- 36.1** The Contractor shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), in whatever form or media, which the Government has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Contractor ("Confidential Information"). The Contractor's obligations under this Clause 36 shall not extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).
- 36.2** Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against any and all action, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:
- (a) a breach of confidence (whether under the Contract or general law) by the Contractor or any of its employees, agents or sub-contractors;
  - (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
  - (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Chapter 593 of the Laws of Hong Kong).
- 36.3** The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government's prior written consent.
- 36.4** The Contractor shall not disclose the Confidential Information to any third parties except



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in confidence to such of the Contractor's employees, agents or sub-contractors who need to know the same for the purposes of the Contract.

- 36.5 The Contractor undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- 36.6 The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 36 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 36.7 The Contractor undertakes, if so requested by the Government, to deliver to the Government on such date as specified by the Government, separate confidentiality agreements duly executed by the Contractor and/or each person to whom any Confidential Information is to be disclosed by the Contractor in accordance with the Contract. The Contractor shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by the Government.
- 36.8 The Contractor further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- 36.9 If the Contractor becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Government and give the Government all reasonable assistance in connection with any action or proceedings which the Government may take or institute against any such persons.
- 36.10 The provisions of this Clause 36 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

37. Government Property

If any Government property, including without limitation to the Vehicles, shall be issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property upon termination or expiry of the Contract or upon notification by the Government Representative at any time during the Contract Period. If any such property shall be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or its permitted sub-contractor, employees or agent, the Contractor shall pay for the same a sum which equals to the total replacement cost plus relevant reasonable cost that may be incurred by the Government arising therefrom. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render all such assistance as is necessary for this purpose.

38. Use of Government's Premises and Facilities

- 38.1 The Contractor, its sub-contractor, employees or agents may enter the Parking Bases solely for the purpose of performance of this Contract during the Contract Period. Such permission shall cease at the expiry or sooner termination of the Contract, or at such

earlier time as may be specified by the Government Representative by notice in writing to the Contractor.

38.2 The Contractor shall keep the Parking Bases clean and tidy. Erection of any fixtures or fittings therein is not permitted.

38.3 The Contractor undertakes to remove at its own expense within a reasonable period after request by the Government Representative all properties, chattels, fixtures or fitting left uncollected in the Parking Bases and to make good any damage to the Government or the Government properties which are caused by such removal. If the Contractor shall fail to do so the Government shall be entitled to remove and dispose of them in any manner deemed appropriate by the Government Representative (including without limitation sale and abandonment) and that no compensation will be made to the Contractor. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of this clause by the Contractor shall be recoverable as a debt due from the Contractor.

39. Electricity Supply

The Contractor, if so permitted by the Government Representative, may consume electricity for lighting, power and testing installations from supply points which may be available at the Parking Bases to perform the Services provided that the Government shall be entitled to charge the Contractor for any electricity consumed by the Contractor from such available supply points at the rate to be determined solely by the Government. If electricity supply points are not available, or permission to use available supply points is not granted, the Contractor shall at its own expense provide its own source of supply of all electricity needed and pay all fees and charges in connection therewith. Any installation of wiring and lighting fittings, and all other electrical work (be it permanent or temporary) shall be approved in advance by the Government Representative. The Contractor shall be responsible to maintaining, repairing and removing such installation at its own expense, should the Government Representative so direct. The ownership of any such installations shall be vested in the Government if it deems necessary upon the termination of the Contract free of any costs or charges.

40. Monies or Valuables Found by the Contractor's Employees

All monies or other items of value found by the Contractor, its sub-contractor, employees or agents in performing the Services inside the Parking Bases or the Vehicles shall be handed to the Government Representative as soon as possible and a written receipt obtained therefor.

41. Restrictions Relative to the Sale of Commodity, etc.

The Contractor shall not at any time give, sell or barter any commodity or item in any part of the Parking Bases or permit or suffer any such gift, sale or barter to be made by any sub-contractor, employee or agent of the Contractor.

42. Notice to be Written in both English and Chinese

All notices displayed or circulated by the Contractor requiring its sub-contractor, employees or agents or the public to comply with the rules and regulations of the Government Representative, the Government or other competent authority shall be

written in both English and Chinese.

43. Passes

- 43.1 The Government Representative may issue passes to the Contractor for the admission of its sub-contractor, employees or agents to the Parking Bases or any part thereof. Any person who fails to show his pass on demand may be refused admission to the Parking Bases or any part thereof by the Government Representative. The Contractor shall continue to perform the Services despite admission of any of its sub-contractor, employees or agents is refused under this clause.
- 43.2 The Contractor shall submit a list of the names and identity card numbers of all its sub-contractor, employees or agents requiring passes together with two (2) photographs of each person and shall prove to the satisfaction of the Government Representative their bona fide identities.
- 43.3 Any pass so issued shall be returned immediately to the Government Representative on demand by the Government Representative, upon termination or expiry of the Contract, or upon the cessation of the bearer's employment with the Contractor or its sub-contractor, whichever is earlier. If there is any situation requiring the re-issue of the pass, the Contractor shall pay to the Government a sum which is equal to the total replacement cost of the pass.

44. Service of Notice

All notices which are required to be given herein shall be in writing and shall be sent to the address of the recipient set out in the Contract or such other address as the recipient may designate by prior notice given in accordance with the provisions of this clause. Such notices shall be deemed to have been properly given hereunder and shall be effective (a) on the date of delivery if by hand; (b) on the date of transmission if sent by facsimile; (c) if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by postal authority in Hong Kong and (d) if by post to areas within Hong Kong two (2) days after posting, if by post to areas outside Hong Kong ten (10) days after posting, and if facsimile when dispatched and received by the recipient.

45. Inconvenience or Annoyance Caused

The Contractor shall ensure that its sub-contractor, employees and agents perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them. The Contractor shall also use its best endeavour to avoid inconvenience, annoyance or nuisance to the patrons of the Parking Bases whilst performing the Services. The Government Representative may, without prejudice to any rights that the Government has under the Contract and without releasing or discharging the Contractor of its obligations hereunder, entitled at any time and at its sole discretion to suspend the Contractor's Services to prevent any inconvenience, annoyance or nuisance caused to the public.

46. Applicability of Public Health and Municipal Services Ordinance

The Contract is subject to, and the Contractor shall comply with all applicable laws of

Hong Kong including the provisions of the Public Health and Municipal Services Ordinance (Cap. 132 of the Laws of Hong Kong), and of all regulations made thereunder, which may be applicable to the Parking Bases.

**47. Acceptance of Services**

All the Services performed and goods and materials supplied by the Contractor in performing the Services in pursuance of the Contract shall not be deemed to have been accepted by the Government unless they are not rejected in writing as being unsatisfactory within twenty-eight (28) days after the date upon which they were respectively carried out.

**48. Giving of Notice and Payment of Fees**

The Contractor shall give all notices and pay all fees required to be given or paid by any enactment or any regulation of any local or other duly constituted authority in relation to the execution of the Services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the performance of the Services.

**49. Probity and Warning against Bribery**

**49.1 The Contractor acknowledges it has been reminded that:**

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

**49.2 If the Contractor or any of the Contractor's Employee or any of the subcontractor or agent of the Contractor commits an offence under the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), Theft Ordinance (Chapter 210 of the Laws of Hong Kong) or the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract immediately, without entitling the Contractor to any compensation.**

**49.3 The Contractor shall be liable for all expenses necessarily incurred by the Government as the result of the termination of the Contract.**

**49.4 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their**

impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

- 49.5 The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging its duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 49.4 and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

50. Assignment and Sub-contracting

- 50.1 The Contractor shall not assign or otherwise transfer this Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the Government.
- 50.2 The Contractor shall not, without the prior written consent of the Government, enter into any sub-contract with any person for the performance of any part of the Contract. The Contractor shall submit the proposed sub-contract to the Government Representative for approval. The Government reserves the right to grant permission for sub-contracting and determine the terms of the sub-contract.
- 50.3 The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor, his employees or agents. Upon request of the Government Representative, the Contractor shall promptly provide the Government Representative with copies of any such sub-contracts.

51. Public Liability Insurance

- 51.1 The Contractor shall effect and keep in force during the Contract Period at its own expense a Public Liability Policy of Insurance exclusively for the Contract in the joint names of the Government and the Contractor in the sum of not less than ten million Hong Kong Dollars (HK\$10,000,000) for each accident with unlimited claim for each year with an insurance company authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong) and on such terms and conditions as shall be approved by the Government Representative. The insurance policy shall cover liability to pay damages and compensation for injury to or death of any persons and for loss or damage to any properties whatsoever where such injury, death, loss or damage (as the case may be) is caused by or arises out of any act, negligence or default of the Contractor or the Government or their respective employees, agent or sub-contractors.
- 51.2 The Contractor shall with all due diligence conform to all conditions of the insurance policies effected under the Contract and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents and the Contractor shall bear the consequences of any failure to do so. The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies.

- 51.3 The Contractor shall submit to the Government Representative upon award of the Contract two (2) copies of the said policy of insurance together with the receipt for payment of the current premium. Thereafter, the Contractor shall provide the Government with copies of the premium receipts of the policy of insurance within thirty (30) days after the due date for payment of premium.
- 51.4 The Contractor is responsible for lodging all claims with the said insurance company and shall deal with the said company upon the Government Representative's request and upon receipt from the Government Representative a report on any injury, death, loss or damage.
- 51.5 The Contractor shall cause all sums received by virtue of the insurance taken out by the Contractor under the Contract to be paid to the Government, who shall apply the same towards the discharge of any liability, settlement of any action or claims, reinstatement of any property damaged and/or any sums owed to any third party by the Contractor and/or the Government under the coverage of the insurance policy. The Contractor shall make up any deficiency in the amount required for discharging such liability, settlement of such action or claims, reinstatement of property damaged and/or such sums owed, if any, save and except in the event where the Court has ordered that such liability, settlement of action or claims, reinstatement of property damaged and/or such sums owed, if any, is entirely caused by the act, negligence or default of the Government or its employees or agent. In the event where the Court has given an order detailing the apportionment of liability to be borne by the Government (or its employees or agent) and the Contractor (or its employees or agent) respectively, the Contractor shall make up any deficiency as per such apportionment in its fair share amount required for discharging such liability, settlement of action or claims, reinstatement of property damaged and/or such sums owed, if any.

52. Accident to the Contractor's Employees

- 52.1 The Government and its employees and agents shall not be under any liability whatsoever for or in respect of any injury to or death of any of the Contractor's sub-contractor, employees or agents save and except such injury or death caused by the Negligence of the Government or its employees or agents. The Contractor shall indemnify the Government and its employees or agents against all actions, proceedings, claims, demands, liability, costs and expenses whatsoever in respect of any such injury or death for which the Government, its employees and agents are not liable under this clause. For the purpose of this clause, "Negligence" shall have the same meaning assigned to it under the Control of Exemption Clauses Ordinance (Cap. 71 of the Laws of Hong Kong).
- 52.2 The Contractor shall effect and keep in force a policy of insurance at its own expense against all liability to pay damages or compensation as aforesaid in respect of all persons who may be employed on any work done in pursuance of the Contract whether in the employ of the Contractor or sub-contractor with an insurance company approved by the Government Representative (which approval shall not be unreasonably withheld) and shall keep such insurance in force during the whole of the time that any persons are employed by it on the performance of the Services and shall when required, deposit with the Government Representative for safe keeping during the Contract Period such policy of insurance together with the receipt of payment of the current premium, provided always that in respect of any persons employed by any sub-contractor the Contractor's obligations to effect a policy of insurance as aforesaid under this clause shall be satisfied if the sub-contractor shall have effected such policy of insurance in respect of such persons but the Contractor shall require the sub-contractor to deposit with the

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Government Representative when required, such policy of insurance together with the receipt of payment of the current premium.

52.3 If the Contractor shall fail to effect and keep in force the insurance policy referred to in this clause and Clause 51 of the Conditions of Contract or any other insurance which it may be required to effect under the terms of the Contract then and in any such cases the Government may effect and keep in force any such policy of insurance and pay such premium or premiums as may be necessary for those purposes and from time to time deduct the amount so paid by the Government as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

52.4 In the event of any employees or agents or other person employed on any work done in pursuance of the Contract whether employed by the Contractor or sub-contractor suffering from any personal injury or death in the course of performing services under the Contract and whether there be a claim for compensation or not, the Contractor shall within seven (7) days give notice in writing of such personal injury or death to the Government Representative.

### 53. Government Provided Information

53.1 The Government does not guarantee the accuracy of any statement of fact made in the Contract or shown thereon or of any other information supplied to the Contractor by or on behalf of the Government or otherwise.

53.2 No neglect or failure on the part of the Contractor itself to obtain information or any other matters affecting the execution, completion and maintenance of the Services shall relieve the Contractor from any of the risks or liabilities undertaken by it nor shall claims for increased rates or otherwise be entertained on the ground of any representation, promise or guarantee made or given by the Government nor shall the Contractor be entitled to any payment, compensation or allowance by reason of any extra expense or loss which may during the carrying out of the Contract be caused by or arise from any inaccuracies, mis-statement or omissions in the Contract.

### 54. Liability and Indemnity

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

(a) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Government or any of its employees or agents or otherwise); or

(b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees or agents, save and except any such injury or death caused by the Negligence of the Government or any of its employees or agents.

54.2 The Contractor shall indemnify the Government and keep the Government fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the following -

- (a) the negligence, recklessness or wilful misconduct of the Contractor and its sub-contractor, employees or agents;
- (b) the breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or terms and conditions by the Contractor and its sub-contractor, employees or agents under the Contract;
- (c) any default, unauthorised act or omission of the Contractor and its sub-contractor, employees, or agents; or
- (d) the non-compliance with any applicable laws and any requirement or regulation of any Hong Kong authority or agency in connection with the performance of the obligations under the Contract by the Contractor and its subcontractor, employees or Contractor's agents.

54.3 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be defected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor and its sub-contractor, employees or agents.

## 55. Conflict of Interest

55.1 The Contractor shall during the Contract Period and for three (3) months thereafter:

(a) ensure that it (including each and every employee of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor's duties or obligations under the Contract without the prior written approval of the Government (which approval shall not be unreasonably refused or delayed); and

(b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Contractor or any of the Contractor's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Contractor's obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.

55.2 The Contractor shall ensure that each of its associate and associated person, each of its sub-contractors and each of their respective employees, officers and agents deployed in the performance of the Contractor's obligations hereunder and their respective associates and associated persons shall keep themselves informed and inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's obligations under this Contract.

55.3 In the Contract:

(a) "associate" in relation to any person means:



- (i) a relative or partner of that person; or
- (ii) a company one or more of whose directors is in common with one or more of the directors of that person;
- (b) "associated person" in relation to another person means:
  - (i) any person who has control, directly or indirectly, over the other;
  - (ii) any person who is controlled, directly or indirectly, by the other; or
  - (iii) any person who is controlled by, or has control over, a person at (i) or (ii) above;
- (c) "control" in relation to another person means the power of a person to secure:
  - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person;
  - (ii) by virtue of powers conferred by any constitution, articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or
  - (iii) by virtue of holding office as a director in that or any other person;that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person;
- (d) "director" means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) "relative" means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

**56. Disclosure of Information**

The Contractor hereby irrevocably authorises, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as the Government considers fit:

- (a) the Services supplied or to be supplied by the Contractor;
- (b) the Estimated Contract Value and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
- (c) the price proposal submitted prior to the date of the Contract by the Contractor to the Government in relation to the Services; and
- (d) the engagement by the Government of the Contractor under the Contract and the names of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract.

**57. Publicity**

- 57.1** Whether before, during or after the expiry or termination of the Contract Period, the Contractor shall not use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.

- 57.2 Subject to Clause 57.1, the Contractor shall submit to the Government Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Services or other products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.
- 57.3 Notwithstanding any consent or approval given under Clause 57.1 or 57.2, whenever required by the Government, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein the Government is mentioned or language used from which a connection with the Government can reasonably be inferred or implied and the Contractor must comply with such request.
58. Force Majeure
- 58.1 If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing of that matter and all relevant particulars.
- 58.2 Within three (3) days after the occurrence of a Force Majeure Event, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Contractor's ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, the Government may on its own issue a notice to the Contractor noting the occurrence of the Force Majeure Event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or the Government pursuant to this Clause is hereinafter referred to as the "Suspension Notice".
- 58.3 Following the issue of a Suspension Notice by the Contractor or the Government, the Contractor shall keep the Government informed at reasonable intervals, and upon the request of the Government, of:
- (a) the likely duration of the relevant Force Majeure Event and of its effect on the Contractor's ability to perform its obligations under the Contract;
  - (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and
  - (c) any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.
- 58.4 To the extent that the performance of obligations by the Contractor under the Contract is prevented by a Force Majeure Event, the Contractor's performance of such obligations will, subject to Clause 58.5, be suspended to that extent from the date the Contractor or the Government gives a Suspension Notice in respect of that Force Majeure Event until the Contractor ceases to be so prevented ("Cessation Date"). Notwithstanding anything in the Contract to the contrary, as soon as the Government issues a Suspension Notice to the Contractor, the Contractor shall forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.
- 58.5 During the suspension of any obligations under Clause 58.4:
- (a) the Contractor shall use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Contractor's performance of the obligations under the Contract;

(b) the Government may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and

(c) the Contractor shall not be entitled to any cost, fee or charge or such pro rata portion thereof in respect of the suspended obligations for the suspended period.

58.6 As soon as the relevant Force Majeure Event has terminated, the Contractor shall forthwith notify the Government of the Cessation Date, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate Cessation Date. The Contractor shall immediately after the Cessation Date resume performance of the suspended obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Cessation Date, the Government's decision shall be final in the absence of manifest error.

58.7 Should suspension of the performance by the Contractor of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, the Government shall be entitled to terminate the Contract pursuant to Clause 32.

58.8 The Contractor shall ensure that provisions similar to this Clause 58 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

#### 59. Audit

The Contractor shall keep and maintain until six (6) years after the expiry of the Contract, or such longer period as may be agreed by the parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor shall afford the Government or its representative access to the records as may be requested by the Government.

#### 60. Settlement of Disputes

60.1 Any dispute or difference between the parties arising out of or in connection with this Contract which is not resolved within 28 days may first be referred to mediation in accordance with the then current Hong Kong International Arbitration Centre Mediation Rules.

60.2 If the matter cannot be resolved by mediation or any party to this Contract does not wish the matter to be referred to mediation, any party may within 90 days from the failure of the mediation or the refusal to mediate (as the case may be) require that the matter be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong). Any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Ordinance.

60.3 Subject to Clauses 60.4 and 60.5, the then current Hong Kong International Arbitration Centre Domestic Arbitration Rules (the "Arbitration Rules") shall apply to any arbitration instituted in accordance with this Clause.

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60.4 Notwithstanding Articles 8.2 and 13 of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be Hong Kong.

60.5 Article 26 of the Arbitration Rules shall be deleted and replaced by:

"26.1 The arbitration proceedings are private and confidential between the parties and the arbitrator. No information relating to the arbitration shall be disclosed by any person without the written consent of each and every party to the arbitration.

26.2 Notwithstanding the above, disclosures are permissible where disclosures –

- (a) are necessary for enforcement of the arbitral award or any settlement agreement between the parties;
- (b) are required by the parties' auditors or for some other legitimate business reason;
- (c) are required by law or an order of the courts of Hong Kong; or
- (d) are necessary for the making of claims against any third party or to defend a claim brought by any third party.

60.6 All provisions in Schedule 2 to the Arbitration Ordinance shall apply to any arbitration instituted in accordance with this Clause.

#### 61. Jurisdiction

The Contract shall be governed by and construed according to the laws of Hong Kong and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of the Hong Kong.

#### 62. Waiver of Remedies

No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power, or remedy shall be cumulative.

#### 63. Severability

63.1 In the event that any provision of the Contract or any part of any such provision shall at any time be adjudged to be invalid, unlawful, illegal, voidable or otherwise howsoever unenforceable under any applicable laws of the Hong Kong, such provision or such part of such provision, as the case may be, shall, to the extent required by such laws, be severed from this Contract and rendered ineffective so far as possible without modifying the remaining provisions hereof.

63.2 Where, however, the provisions of this Contract or any such applicable law of the Hong Kong may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end of the Contract Period that this Contract shall be valid, binding and enforceable in accordance with its terms and conditions.

**64. Entire Agreement**

The Contract supersedes all prior agreements, arrangement and undertakings between the parties and constitutes the entire contract between the parties relating to the subject matter hereof. No addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

**65. Order of Precedence**

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity -

- (a) Contract Schedules;
- (b) Service Specifications;
- (c) Conditions of Contract;
- (d) Terms of Tender;
- (e) Tender Form (G.F. 231) (Rev. 12/10); and
- (f) Interpretation.

### **PART 3 SERVICE SPECIFICATIONS**

#### **Part A - Comprehensive Maintenance Services**

The Contractor shall follow the procedures for maintenance services as given in **Part B**. The comprehensive maintenance services include the following:

**(1) Preventive Maintenance**

The Contractor shall carry out routine servicing and inspection for the Vehicles at the Contractor's Workshops (note (i)) at regular intervals in accordance with manufacturer's recommendations and specifications and at least twice per year as stipulated in the Preventive Maintenance Services Schedule in **Part B**, inclusive of change of oil, spare parts and other materials as necessary. Each servicing shall include but not limited to topping up of all oils and additives, changing of engine oil and filters, greasing of moving parts, topping up of hydraulic oil and total replacement of hydraulic oil at least once per year. In case synthetic engine oil or gear-box oil is recommended by the Vehicle manufacturer, such oil must be used. The Contractor shall conduct wheel nuts re-tightening for each Vehicle under the Contract at a regular interval to be agreed by the Government Representative and on proper records. The Contractor undertakes that brake overhaul shall be conducted for all Vehicles at least twice in the 24-month Contract Period. Brake efficiency computer report generated directly from the brake tester for the Vehicle in each preventive maintenance, brake repair or overhaul shall be kept and provided to the Government Representative upon request. The Contractor shall ensure all consumable parts such as brake linings/drums/discs and tyres can last until the next scheduled servicing. The Contractor shall provide details of maintenance jobs and the corresponding schedules proposed for each vehicle model at least four (4) weeks before the Commencement Date of the Contract.

**(2) Corrective Maintenance**

- (a) This includes provision of all kinds of repair to the Vehicles due to normal and/or abnormal wear and tear and/or other causes during and after the warranty period of the Vehicles. However, this does not include repairs required as a result of traffic accidents and damage of front windscreens, which will be assessed and charged separately.
- (b) Should a vehicle under the Contract be reported by the relevant authorities of having emitted excessive smoke, the Contractor shall prepare and arrange the vehicle to be tested by a Vehicle Emission Testing Centre as authorised under Section 77C, Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong). The vehicle shall pass the test(s) and be issued with a Certificate of Compliance which shall be forwarded to the Government Representative as a proof of passing the emission standards

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for the vehicle. The Contractor shall bear all incidental costs and fees that may be required.

(3) Delivery of Vehicles

- (a) The Contractor shall collect the Vehicles from the Department's Parking Bases or any other place as designated by the Government Representative within twenty-four (24) hours after receiving the request to collect the same and deliver the Vehicles back to the Parking Bases or any other place as designated by the Government Representative as soon as possible but not later than next working day within the Vehicle receiving hours of the Parking Bases after the preventive maintenance and/or corrective maintenance has been carried out.
- (b) The Contractor shall display valid Trade Plate on the Vehicles in accordance with the Road Traffic Registration and Licensing of Vehicles Regulations (Chapter 374E Regulation 45) whenever the Vehicles are driven on public roads or during testing and when they are awaiting collection and delivery. The Vehicles shall not be used for any other purpose without the prior written consent of the Government Representative.

(4) 24-hour Breakdown Recovery and Towing Service

- (a) The Contractor shall arrange on-site repair for minor defect and/or towing of the Vehicles as directed by the Government Representative. The on-site repair and towing shall be provided within one (1) hour of the immobilisation of the Vehicles during and outside normal office hours due to mechanical failure or other causes except traffic accident; and/or
- (b) The Contractor shall arrange towing of the Vehicles within one (1) hour of the immobilisation of the Vehicles during and outside normal office hours under all circumstances at its own costs. However, this does not include towing service as a result of traffic accidents, which will be charged at a rate to be agreed by the Government Representative separately.

(5) Annual Certificate of Roadworthiness ("COR") Inspection

The Contractor shall prepare and arrange the Vehicles for COR inspection at the Commissioner for Transport's designated vehicle examination centres and car testing centres timely in accordance with the prevailing Road Traffic Ordinance Part 9A, and bear all costs and fees that may be required. Failure to obtain a COR for a vehicle before the due date by the Contractor will be considered as a default. Default notices will be issued in accordance with the relevant clause in the Contract.

(6) Body repairs and Touch-up Repainting

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The Contractor shall provide repairs to the body work and touch-up painting as may be necessary irrespective of whether the repair is required due to fair wear and tear or otherwise.

(7) Supply of Battery and Tyres

- (a) The Contractor shall provide batteries and tyres for the Vehicles during the Contract Period.
- (b) The Government Representative may request a tyre thread depth greater than the standard as required by the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong) to meet operational needs. The Contractor shall meet the request of the Government without extra charge.

(8) Inspection and Replacement of Fire Extinguisher(s) Installed on the Vehicles

- (a) The Contractor shall provide inspection, recharging, hydraulic test and a replacement of fire extinguisher(s) installed on the Vehicles in accordance with the procedures as laid down in the prevailing "Code of Practice for Inspection, Testing and Maintenance of Installations and Equipment" issued by the Fire Services Department in Hong Kong at no additional cost to the Government.
- (b) The Contractor shall record the date of the inspection or refilling after discharging and the next maintenance date on an adhesive label firmly fixed to the fire extinguisher.
- (c) The Contractor shall re-stencil the fire extinguisher number on its surface if it is not clear.

(9) Warranty Claims

For new Vehicles that still bear valid warranty from vehicle suppliers, the Contractor shall handle in a timely manner, on behalf of the Government, all warranty claim service.

**Part B - Procedures for Comprehensive Maintenance Services**

(1) Preventive Maintenance Services Schedule

In addition to the maintenance recommendations given by respective manufacturers, the Contractor shall carry out the routine servicing for the Vehicles at least twice per year in accordance with the minimum preventive maintenance frequency, tasks and expected turnover rate as stipulated in the following paragraphs -

(a) Minimum Preventive Maintenance Frequency

Vehicle type	No. of preventive	Service Schedules (note (ii))	
		1 <sup>st</sup> Year	2 <sup>nd</sup> Year



	maintenance per year		
Motorcycle	3	"A", "B" & "C"	"A", "B" & "C"
Small Saloon Car	2	"A" & "B"	"A" & "C"
Multi-purpose Car	2	"A" & "B"	"A" & "C"

## (b) Tasks of Service Schedules "A", "B" and "C"

Major Items (note (iii))		Tasks of Service Schedule (note (iv))		
		"A"	"B"	"C"
(i)	Engine System			
	Air and fuel system	I	I	I
	Air filter	I/C	R	R
	Ad-Blue filter	I	C/R	R
	Ad-Blue fluid	TU	TU	TU
	Cooling system	I	I	I
	Engine system including but not limited to engine, engine mounting and brackets, rubber, inlet pipe, engine exhausted pipe, muffler and associated bolts and nuts.	I	I	I
	Engine oil and filter	R	R	R
	Fan belt	I	I	I
	Fuel filter	I/C	C/R	R
	Oil, fuel, water and air leakage	I	I	I
	Turbocharging system	I	I	I
(ii)	Steering System			
	Power steering system including but not limited to hoses and oil seals, bolts and nuts.	I	I	I
	Steering wheel free play, alignment and linkage	I	I	I
	Steering filter	I/C	C/R	R
	Steering fluid	I/TU	TU/R	R
(iii)	Driving System			
	Front and rear axles	I	I	I
	Hubs and wheel bearing	I	I	I
	Half shaft mounting bolts	I	I	I
	Wheels and tyres condition	I	I	I

Major Items (note (iii))		Tasks of Service Schedule (note (iv))		
		"A"	"B"	"C"
	including but not limited to wheel nuts tighten, tyre thread and inflation pressure.			
(iv)	Transmission System			
	Clutch system including but not limited to clutch condition, clutch pedal free play, clutch hoses and leakage.	I	I	I
	Clutch fluid	I/TU	TU/R	TU/R
	Differential oil	I/TU	TU/R	TU/R
	Front and rear axle drive shaft condition including but not limited to front/rear axle drive shaft, front/rear axle oil seal, bearing clearance, leakage, bolts and nuts.	I	I	I
	Propeller shaft condition including but not limited to propeller shaft universal joint, mounting and brackets, bolts and nuts.	I	I	I
	Transmission system including but not limited to transmission condition, transmission hoses and leakage, transmission mounting and brackets, bolts, and nuts.	I	I	I
	Transmission fluid	I/TU	TU/R	TU/R
	Transmission fluid filter	I/C	C/R	R
	Transmission electrical circuit and connections	I	I	I
(v)	Braking System			
	Air dryer filter	I/C	I/C	R
	Braking system including but not limited to warning device, air compressor, brake booster, brake pedal, parking brake, brake master, brake pipes, brake pads, brake discs, brake lining and drums, flexible hoses and wheel cylinders.	I	I	I

Major Items (note (iii))		Tasks of Service Schedule (note (iv))		
		"A"	"B"	"C"
	Brake fluid	I/TU	I/TU	R
(vi)	Suspension System			
	Suspension system including but not limited to air bellow, hoses, valve, linkage, bushings, driving cab/compartment shock absorber spring, spring, mounting, bolts and nuts.	I	I	I
(vii)	Electric System/Accessories			
	Alternator, starter & mounting	I	I	I
	Battery electrolyte level	I	I	I
	Battery mounting, battery switch and terminals	I	I	I
	Lights, horn, instrument gauges, direction indicators	I	I	I
(viii)	Windscreen wipers and washer	I	I	I
	Wiring and connector	I	I	I
	Air-conditioning System			
(ix)	Cooling unit outlet	I	I	I
	Refrigerant	I/TU	I/TU	I/TU
	Condenser	I	I	I
	Filter	I/C	I/C	C/R
(x)	Body and Chassis			
	Body and paintwork	I	I	I
	Chassis anti-rust treatment, mounting, mounting, bolts, nuts and links	I	I	I
	Door and window operation	I	I	I
	Doors, windows, mirrors, weather-strips	I	I	I
	Mounting, brackets/anchors/bolts/nuts for all on board equipment/ fixtures	I	I	I
	Seats and seat belts	I	I	I
	Associated System & Equipment			

Major Items (note (iii))		Tasks of Service Schedule (note (iv))		
		"A"	"B"	"C"
(xi)	Fire extinguishers	I and Rc/T/R (whichever necessary)	I and Rc/T/R (whichever necessary)	I and Rc/T/R (whichever necessary)
(xii)	Others			
	Road test	T	T	T
	Brake roller test	T	T	T
	Vehicle emission level test	T	T	T

**Abbreviation**

- I — Inspection and corresponding maintenance work including lubrication  
 C — Clean or change whichever appropriate  
 R — Replacement  
 Rc — Recharge  
 T — Test  
 TU — Top up

**(c) Expected Servicing Days for Each Preventive Maintenance Schedule**

Vehicle Category	Vehicle Type	No. of Servicing Day(s) for Each Preventive Maintenance Schedule		
		"A"	"B"	"C"
1	Motorcycle	2	2	3
2	Small Saloon Car	2	2	3
	Multi-purpose Car	2	2	3

- (2) During the Contract Period, the Contractor shall prepare and submit to the Government Representative for his approval annual and monthly preventive maintenance schedules for the following year and month respectively at least thirty (30) days before the year and month in question. Such preventive maintenance schedules shall include the next planned maintenance date (i.e. the "appointment" as referred to hereunder) for each of the Vehicles and the estimated time required for carrying out such service, and be prepared based on the frequency, tasks and expected turnover rate as stipulated in Part B (1) of the Service Specification. The Government Representative shall normally follow the appointments made under the approved maintenance schedules but the Government Representative reserves the right to require the Contractor to carry out the maintenance services to any Vehicles at any time within five (5) days before or after the appointed date for that Vehicles as set out in the approved maintenance schedule, in which event the revised appointment shall be deemed to be the appointment made under the approved maintenance schedule.

- (3) If corrective maintenance is required for any Vehicles, the Contractor shall, upon receipt of the Vehicle for the provision of maintenance services, advise the Government Representative of the estimated time required to complete the maintenance services and shall complete the maintenance services within a reasonable time. If the Contractor subsequently anticipates any delay or other change in the expected time of completion, the Contractor shall notify the Government Representative of such delay or change forthwith. All work shall be given priority so as to maintain a high level of Vehicle Availability Rate in accordance with Clause 2.4 of the Conditions of Contract. The Contractor shall give a written report to the Government Representative in respect of any Vehicles retained in its workshop for fourteen (14) days or more, detailing the problems of the Vehicles, the cause of the delay, remedial measures taken and the expected completion date.
- (4) The Contractor shall carry out all corrective and preventive maintenance services in the Contractor's Workshops (note(i)), except for minor repairs/corrective maintenances requiring less than one (1) hour which, with the consent of the Government Representative, may be carried out at the Parking Bases or any other place as designated by the Government Representative.
- (5) The Contractor shall make the Vehicles clean and tidy when returning them to the Parking Bases after each preventive/corrective maintenances.
- (6) The Contractor shall immediately report to the Government Representative verbally if it discovers any damage to any Vehicle or its components which is considered not to be the result of fair wear and tear. Such verbal report shall be followed by a written report to the Government Representative within three (3) working days for internal control purposes. For the avoidance of doubt, the cost of repair for any such damage has been included in Contract Schedule 1.

Note :

- (i) The Contractor's Workshops shall be located in a well-constructed building with sufficient clearance height for the Vehicles to enter.
- (ii) Service schedules refer to three preventive maintenance services work plans, i.e. "A", "B" and "C", for the Vehicles under the Contract.
- (iii) The systems, parts, equipment, accessories and fixtures in the Vehicles as specified in the table are not exhaustive and some of them may only apply to certain vehicle types under the Contract. The Contractor shall carry out the Services for these items designated as Major items and any other systems, parts, equipment, accessories and fixtures in the Vehicles, whichever applicable, notwithstanding they are not listed above.
- (iv) Tasks of service schedules "A", "B" and "C" mean that the Contractor shall carry out the preventive maintenance services for the Vehicles according to the brief

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description of works for the major items (note (iii)) as specified under each service schedule). The Contractor shall perform any other additional tasks upon the instructions from the Government Representative in accordance with the prevailing statutory requirements in Hong Kong and maintenance recommendations given by respective vehicle manufacturers.

**Part C - Vehicle Included in the Contract**

The dates when the Vehicles entered into service are shown in the column "Date into service" in the table below. The Agriculture, Fisheries and Conservation Department makes no representation as to the condition of the Vehicles and will not be responsible for any fees and charges claimed other than as provided in the Price Schedule in Contract Schedule 1 on any basis including but not limited to deferred replacement or high utilization of the vehicles. The information contained is for reference only and is subject to change.

Item	Vehicle No.	Vehicle Type	Make	Model	Date into service	Age	Parking Bases as at July 2014
1	AM1012	Small Saloon	Toyota	Prius NHW20R-AHEEBW	17/6/2008	6	4.5 Mile, Tai Po Road, Shatin, New Territories
2	AM1016	Small Saloon	Toyota	Prius NHW20R-AHEEBW	17/3/2008	6	Shing Mun Road, Tsuen Wan, New Territories
3	AM1018	Small Saloon	Toyota	Prius NHW20R-AHEEBW	17/3/2008	6	303 Cheung Sha Wan Road, CSWGO, Sham Shui Po, Kowloon
4	AM1019	Small Saloon	Toyota	Prius NHW20R-AHEEBW	1/4/2008	6	Tai lung Farm, Lin Tong Mei, Sheung Shui, New Territories
5	AM1025	Small Saloon	Toyota	Prius NHW20R-AHEEBW	17/3/2008	6	PB 12, Tai Lung Farm, Lin Tong Mei, Sheung Shui, New Territories
6	AM1301	Small Saloon	Nissan	Tiida Green Sedan	3/3/2010	4	303 Cheung Sha Wan Road, CSWGO, Sham Shui Po, Kowloon
7	AM1655	Small Saloon	Nissan	Tiida Green Sedan	16/11/2010	3	303 Cheung Sha Wan Road, CSWGO, Sham Shui Po, Kowloon
8	AM1656	Small Saloon	Nissan	Tiida Green Sedan	24/1/2011	3	303 Cheung Sha Wan Road, CSWGO, Sham Shui Po, Kowloon
9	AM1660	Small Saloon	Nissan	Tiida Green Sedan	27/10/2010	3	Car Park of Yuen Long District Office, New Territories
10	AM2683	Multi-purpose Car	Nissan	Serena	19/6/2008	6	Ma On Shan Village Road, Shatin, New Territories
11	AM3425	Multi-purpose Car	Nissan	Serena	29/12/2009	4	Tai Lung Veterinary Laboratory, Lin Tong Mei, Sheung Shui, New Territories
12	AM0205	Motorcycle	Honda	Cb250p	1/11/2005	8	Abredeen Reservoir Road, Hong Kong
13	AM0305	Motorcycle	Honda	CB300R	1/6/2011	3	303 Cheung Sha Wan Road, CSWGO, Sham Shui Po, Kowloon
14	AM0322	Motorcycle	Honda	NSS300A	10/4/2014	0	Tai Tong Ranger Office, Tai Tong Shan Road, Yuen Long, New Territories
15	AM0349	Motorcycle	Honda	CB300R	20/5/2011	3	Ma On Shan Village Road, Shatin, New Territories
16	AM0352	Motorcycle	Honda	Cb250p	29/3/2006	8	Ma On Shan Village Road, Shatin, New Territories
17	AM0354	Motorcycle	Honda	CB300R	19/5/2011	3	14.5 Mile, Tai Po Road, Tsung Tsai Yuen, Tai Po Kau, Tai Po, New Territories
18	AM0356	Motorcycle	Honda	Cb250p	14/4/2006	8	Tai Tam Country Park, Wong Nai Chung Reservoir, Hong Kong
19	AM0361	Motorcycle	Honda	CB300R	20/6/2011	3	Shing Mun Road, Tsuen Wan, New Territories
20	AM0365	Motorcycle	Honda	Cb250p	28/3/2006	8	Tai Mo Shan Country Park, Tai Mo Shan Road, Tsuen Wan, New Territories
21	AM0372	Motorcycle	Honda	NSS300A	8/4/2014	0	Clear Water Bay Road, Clear Water Bay, Kowloon
22	AM0375	Motorcycle	Honda	Cb250p	12/4/2006	8	Abredeen Reservoir Road, Hong Kong
23	AM0376	Motorcycle	Honda	Cb250p	31/3/2006	8	2.5 Mile, Tung Chung Road, Tung Chung, Lantau
24	AM0378	Motorcycle	Honda	Cb250p	2/11/2005	8	Tung Chung Au Road, Tung Chung, Lantau
25	AM0387	Motorcycle	Honda	CB300R	31/5/2011	3	14.5 Mile, Tai Po Road, Tsung Tsai Yuen, Tai Po Kau, Tai Po, New Territories
26	AM0390	Motorcycle	Honda	Cb250p	8/11/2005	8	Bride's Pool, Tai Po, New Territories
27	AM0392	Motorcycle	Honda	CB300R	9/6/2011	3	Tai Mong Tsai Road, Sai Kung, New Territories

Item	Vehicle No.	Vehicle Type	Make	Model	Date into service	Age	Parking Bases as at July 2014
28	AM0395	Motorcycle	Honda	FES250	11/4/2008	6	Hsiu Hang, Sai Kung, New Territories
29	AM0417	Motorcycle	Honda	NSS300A	10/4/2014	0	Tsing Lung Tau, Sham Tseng, New Territories
30	AM0421	Motorcycle	Honda	NSS300A	27/3/2014	0	Hok Tau Road, Fanling, New Territories
31	AM0423	Motorcycle	Honda	NSS300A	10/4/2014	0	Tai Tong Ranger Office, Tai Tong Shan Road, Yuen Long, New Territories
32	AM0425	Motorcycle	Honda	NSS300A	8/4/2014	0	Abredeen Reservoir Road, Hong Kong
33	AM0428	Motorcycle	Honda	Cb250p	9/11/2005	8	Tai Tam Country Park, Wong Nai Chung Reservoir, Hong Kong
34	AM0431	Motorcycle	Honda	CB300R	1/6/2011	3	303 Cheung Sha Wan Road, CSWGO, Sham Shui Po, Kowloon
35	AM0432	Motorcycle	Honda	CB300R	28/6/2011	3	Tai Mong Tsai Road, Sai Kung, New Territories
36	AM0433	Motorcycle	Honda	Cb250p	28/3/2006	8	Hsiu Hang, Sai Kung, New Territories
37	AM0434	Motorcycle	Honda	CB300R	31/5/2011	3	Tai Mo Shan Country Park, Tai Mo Shan Road, Tsuen Wan, New Territories
38	AM0435	Motorcycle	Honda	CB300R	31/5/2011	3	Tai Mo Shan Country Park, Tai Mo Shan Road, Tsuen Wan, New Territories
39	AM0438	Motorcycle	Honda	Cb250p	8/11/2005	8	Tai Tong Ranger Office, Tai Tong Shan Road, Yuen Long, New Territories
40	AM0439	Motorcycle	Honda	CB300R	20/6/2011	3	Shing Mun Road, Tsuen Wan, New Territories
41	AM0441	Motorcycle	Honda	Cb250p	8/11/2005	8	Tai Tong Ranger Office, Tai Tong Shan Road, Yuen Long, New Territories
42	AM0442	Motorcycle	Honda	NSS300A	27/3/2014	0	Hok Tau Road, Fanling, New Territories
43	AM0446	Motorcycle	Honda	CB300R	16/9/2011	2	14.5 Mile, Tai Po Road, Tsung Tsai Yuen, Tai Po Kau, Tai Po, New Territories
44	AM0447	Motorcycle	Honda	CB300R	2/6/2011	3	Abredeen Reservoir Road, Hong Kong
45	AM0448	Motorcycle	Honda	Cb250p	3/4/2006	8	14.5 Mile, Tai Po Road, Tsung Tsai Yuen, Tai Po Kau, Tai Po, New Territories
46	AM0459	Motorcycle	Honda	CB300R	24/5/2011	3	Ma On Shan Village Road, Shatin, New Territories
47	AM0461	Motorcycle	Honda	CB300R	27/5/2011	3	Tai Mong Tsai Road, Sai Kung, New Territories
48	AM0462	Motorcycle	Honda	CB300R	18/5/2011	3	4.5 Mile, Tai Po Road, Shatin, New Territories
49	AM0463	Motorcycle	Honda	CB300R	27/5/2011	3	Tai Mong Tsai Road, Sai Kung, New Territories
50	AM0464	Motorcycle	Honda	CB300R	31/5/2011	3	Tai Mo Shan Country Park, Tai Mo Shan Road, Tsuen Wan, New Territories
51	AM0467	Motorcycle	Honda	CB300R	20/5/2011	3	12 Mile, Tai O Road, Lantau
52	AM0478	Motorcycle	Honda	CB300R	28/6/2011	3	Tung Chung Au Road, Tung Chung, Lantau
53	AM0480	Motorcycle	Honda	NSS300A	10/4/2014	0	Tsing Lung Tau, Sham Tseng, New Territories
54	AM0505	Motorcycle	Honda	CB300R	31/5/2011	3	Hok Tau Road, Fanling, New Territories
55	AM0517	Motorcycle	Honda	NSS300A	9/4/2014	0	Clear Water Bay Road, Clear Water Bay, Kowloon
56	AM0522	Motorcycle	Honda	CB300R	7/6/2011	3	Mountain Parker Road, Hong Kong
57	AM0526	Motorcycle	Honda	FES250	26/3/2012	2	4.5 Mile, Tai Po Road, Shatin, New Territories
58	AM0527	Motorcycle	Honda	CB300R	23/5/2011	3	Tsing Lung Tau, Sham Tseng, New Territories



Item	Vehicle No.	Vehicle Type	Make	Model	Date into service	Age	Parking Bases as at July 2014
59	AM0529	Motorcycle	Honda	NSS300A	8/4/2014	0	Hok Tan Road, Fanling, New Territories
60	AM0538	Motorcycle	Honda	CB300R	7/6/2011	3	Tai Tan Country Park, Wong Nai Chung Reservoir, Hong Kong
61	AM0559	Motorcycle	Honda	NSS300A	12/5/2014	0	Shing Mun Road, Tsuen Wan, New Territories

**SERVICE SPECIFICATIONS**

**Part D - Typical Life Spans of Vehicles**

Vehicle Type	Typical Life Span (Years)
Small Saloon Car	6
Multi-purpose Car	8
Motorcycle	5
Mobile Library	9

**Remark:**

The figures indicated in the column of Typical Life Span (Years) above are for reference only. There is no guarantee of the life span of the vehicles as specified.

**CONTRACT SCHEDULE 1**  
**Price Schedule**

**Part A – Contract Price**

A Tenderer is required to indicate in the space provided below the **estimated service charges** for the provision of the Services during the Contract Period in the following table:

Item	Type of Vehicle	Monthly Service Charge per Vehicle (HK\$ / Month) Note (1) (a)	Estimated Quantity of Vehicle (b)	Total Estimated Service Charge (HK\$) (a) x (b) x 24 months
1	Motorcycle (Note 2)		50	
2	Small Saloon Car		9	
3	Multi-purpose Car		2	
<b>Estimated Contract Value (HK\$):</b>				

Note:

- (1) The Monthly Service Charge is inclusive of any and all fees, costs, charges and other out-of-pocket expenses incurred by the Contractor in the performance of the Contract including those for spare parts and materials, tools, equipment and manpower used for the performance of the Services. The Monthly Service Charge is also inclusive of any and all fees, costs, charges and disbursements that may be incurred by the agents, experts and/or advisers of the Contractor and those of any sub-contractors.
- (2) The Contractor acknowledges that the estimated quantity specified in the Price Schedule is an indication only and the actual demand for the Services may vary during the Contract Period. The Government shall be entitled to require the Contractor to perform Services on Vehicles in a quantity in excess of the estimated quantity at the same "monthly service charge per vehicle" respectively applicable to the "type of vehicle" as quoted in the table above. In such event, the Government shall inform the Contractor by written notice.
- (3) Some of these Vehicles may be changed from petrol version to electric version during the Contract Period. These charges shall be applied to either version of the Vehicles.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters) : \_\_\_\_\_

Name of Tenderer in English (in Block Letters) : \_\_\_\_\_

Name of Tenderer in Chinese : \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT SCHEDULE 1**  
**Price Schedule**

**Part B – Payment Discounts**

A Tenderer is required to indicate in the space provided below what discount it would allow on the tendered prices if payment is made in full within -

- (i) 1 to 14 clear working days from the date of receipt of the Contractor's invoice or from the date of acceptance of the Services, whichever is the later : \_\_\_\_\_ % discount; and
- (ii) 15 to 28 clear working days from date of the receipt of the Contractor's invoice or from the date of acceptance of the Services, whichever is the later : \_\_\_\_\_ % discount.

Note: A Tenderer is requested to insert the word 'NIL' in the space provided above if it does not offer any payment discount.

The 14 or 28 clear working days' period for payment discount above shall be calculated from (excluding Saturdays or General Holidays) the date of receipt of the Contractor's invoice or the date of acceptance of the Services, whichever is the later.

Any prompt payment discount offered by the Tenderer will not be taken into consideration in the tender price assessment; except when there is more than one (1) lowest conforming offer with the same offered price. The Government would in such case take into account the greatest prompt payment discounts by applying them on the price offers of such Tenderers.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters) : \_\_\_\_\_

Name of Tenderer in English (in Block Letters) : \_\_\_\_\_

Name of Tenderer in Chinese : \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

Tender Ref.: AFCD/TU/01/2014

**CONTRACT SCHEDULE 2**  
**Management Plan and Contingency Plan**

**Part 1 – Management Plan**

For details of the Management Plan, please refer to Clause 8.2(a) of the Terms of Tender.

Note: Please use separate sheet(s) if space is not adequate.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters) : \_\_\_\_\_

Name of Tenderer in English (in Block Letters) : \_\_\_\_\_

Name of Tenderer in Chinese : \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

Tender Ref.: AFCD/TU/01/2014

**CONTRACT SCHEDULE 2**  
**Management Plan and Contingency Plan**

**Part 2 - Contingency Plan**

For details of the Contingency Plan, please refer to Clause 8.2(b) of the Terms of Tender.

Note: Please use separate sheet(s) if space is not adequate.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters) : \_\_\_\_\_

Name of Tenderer in English (in Block Letters) : \_\_\_\_\_

Name of Tenderer in Chinese : \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

Tender Ref.: AFCD/TU/01/2014

### CONTRACT SCHEDULE 3 Information of Contractor's Workshops

Tenderers are required to provide the following information of the Workshop(s) that will be deployed for carrying out the Services:

Address of Workshop (Note 1)	Workshop providing body work (Yes/No)	Workshop providing painting and re-painting work (Yes/No)	Workshop providing 24-hour breakdown recovery and towing service (Yes/No)	Number of Parking Space in Vehicle Depot		Operating Days and Hours (Note 2)	Contact Phone No.	
				Motorcycle	Cars (Including Small Saloon and Multi-purpose Car)		Normal Working Hours	Outside Normal Working Hours

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters) : \_\_\_\_\_

Name of Tenderer in English (in Block Letters) : \_\_\_\_\_

Name of Tenderer in Chinese : \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT SCHEDULE 3**  
**Information of Contractor's Workshops**

Note

1. For each workshop named above, a floor plan showing the area providing body work, painting and re-painting work as well as the parking spaces in vehicle depot must be submitted with the tender. The tender will not be considered further if the Tenderer fails to submit the information required.
2. Operating hours refer to the general opening hours of the workshop for carrying out maintenance services.
3. Please use supplementary sheets, if necessary.

Authorised Signature & Company Chop	:	
Name of Person Authorised to Sign Tender (in Block Letters)	:	
Name of Tenderer in English (in Block Letters)	:	
Name of Tenderer in Chinese	:	
Tel No.: _____ Fax No.: _____		
Date: _____		



Tender Ref.: AFCD/TU/01/2014

#### CONTRACT SCHEDULE 4

##### Information of Contractor's Workshop Facilities and Equipment

#### A. Workshop Facilities and Equipment

1. Tenderers are required to submit photographs with descriptions for each of the facilities and equipment mentioned in Part A of this Contract Schedule as installed in each of its workshop(s) and to be used in performing the Services under the Contract. The tender will not be considered further if the Tenderer fails to submit the information required.
2. Tenderers are required to provide the following details for each of their workshop(s) for provision of the Services under the Contract by marking the number of units under "Yes" column or "✓" under "No" column where appropriate for every item.

Address of workshop : \_\_\_\_\_

Facilities and Equipment	Already equipped	
	Yes	No
a. Roller Brake Tester for testing medium and heavy trucks		
b. Compressed Air System		
c. Vehicle Servicing and Inspection Equipment		
(i) L.P. Oil Pumps		
(ii) H.P. Grease Pump		
(iii) Cabinet Water Hose Reel		
(iv) 20-Tonne Four Post Vehicle Platform		
d. Waste Oil Disposal System		
e. Sewage Pumping System		
f. Tyre Shop Equipment		
(i) Tyre Inflator		
(ii) Truck Tyre Inflator		
(iii) Electro-hydraulic Truck Tyre Remover		
(iv) Wheel-balancers		

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters): \_\_\_\_\_

Name of Tenderer in English (in Block Letters): \_\_\_\_\_

Tender Ref.: AFCD/TU/01/2014

**CONTRACT SCHEDULE 4**  
**Information of Contractor's Workshop Facilities and Equipment**

Name of Tender in Chinese : \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Facilities and Equipment	Already equipped	
	Yes	No
g. Battery Room Equipment		
(i) Battery Charger		
(ii) Water Distiller		
h. General Equipment		
(i) Pneumatic Washing Tank		
(ii) Grinding Machine		
(iii) Vacuum Cleaner		
(iv) Bench Drill 1/2"		
(v) Smoke-meter		
(vi) Hydraulic Jack, Bottle 30-Tonne		
(vii) Hydraulic Jack, Trolley 20-Tonne		
(viii) Hydraulic Jack, Air 30-Tonne		
(ix) Hydraulic Cranes, Mobile Floor		

Remarks: (1) The above list of facilities and equipment is the basic requirement only and is not meant to be exhaustive. Please add any items if necessary.  
(2) Please use separate sheet for each Workshop.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters): \_\_\_\_\_

Name of Tenderer in English (in Block Letters): \_\_\_\_\_

Name of Tender in Chinese : \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

**B. No. of Trade Plates**

Tenderer is required to provide below the number of trade plates it possesses and the distribution of the relevant trade plates.

Tender Ref.: AFCD/TU/01/2014

**CONTRACT SCHEDULE 4**  
**Information of Contractor's Workshop Facilities and Equipment**

Total No. of Trade Plates Possessed : \_\_\_\_\_

Distribution of the Trade Plates

Address of the Workshop	No. of Trade Plates

Tenderer is required to provide documentary proof to substantiate its claim to the possession of the trade plates mentioned above. The tender will not be considered further if the Tenderer fails to submit the information required.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters): \_\_\_\_\_

Name of Tenderer in English (in Block Letters): \_\_\_\_\_

Name of Tenderer in Chinese : \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

## **CONTRACT SCHEDULE 5**

### **Statement of Staff to be Deployed**

Tenderer is required to state (a) the number of Technical Staff; (b) their rank; and (c) the number of working hours per week as deployed in each of the workshop(s) listed in Contract Schedule 3 as at the Tender Closing Date. If they are not exclusively deployed for this Contract, Tenderer should specify the percentage of time that they will spend.

Successful Tenderer will be abided by the number, rank of Technical Staff and the number of working hours per week per staff (including the percentage of time spent) stated in this Contract Schedule.

Tenderer is required to state the qualification of Technical Staff to be deployed for the Contract as at the Tender Closing Date.

Tenderer is required to submit the following information in the tender. The tender will not be considered further if the Tenderer fails to submit the information required.

- (i) employment records to substantiate the number and rank of Technical Staff and the number of working hours per week per staff to substantiate its claim; and
- (ii) copies of testimonies, diplomas or certificates issued by relevant local and overseas educational bodies or vocational training centers to substantiate the relevant qualification of its Technical Staff.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorised to Sign Tender (in Block Letters): \_\_\_\_\_

Name of Tender in English (in Block Letters): \_\_\_\_\_

Name of Tenderer in Chinese: \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_