

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

TENDER FORM

Tender Ref. : AFCD/HORT/PA01/2019

Contract No. :

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed in triplicate and enclosed in a sealed envelope marked **"AFCD/HORT/PA01/2019 -- Tender for the Provision of Services for the Design, Production and Installation of Exhibits at the Agriculture Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung"**

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department

must be deposited in the Government Logistics Department

..... Tender Box situated at Ground Floor, North Point Government
Offices, 333 Java Road, North Point, Hong Kong

before 12:00 noon (time) on 29th April 2020 (date). Late tenders will not be accepted.

The tender documents for this invitation to tender ("Tender Document") consist of the followings:-

- (i) this Tender Form
- (ii) the Notes for Tenderers
- (iii) the Interpretation
- (iv) Part 1 - Terms of Tender
- (v) Part 2 - General Conditions of Contract
- (vi) Part 3 - Special Conditions of Contract
- (vii) Part 4 - Service Specifications
- (viii) the Schedules 1 to 6
- (ix) the Annexes I to V

(Each of the above documents shall be referred to its name mentioned herein throughout the Tender Document.)

This tender is not covered by the Agreement on Government Procurement of World Trade Organization.

The Tender Document is deposited with tenderers upon successful registration with the tender issuing departments for receiving tender invitations. Copies can also be obtained from the following:

Agriculture, Fisheries and Conservation Department
5/F Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road, Kowloon, Hong Kong.

Dated this 16th day of March 2020



(KO Wan Chi, Wendy)
Government Representative

PART 5 — OFFER TO BE BOUND

The capitalized terms appearing in this form shall have the same meaning as given to them in the Interpretation part of the Tender Document unless otherwise specified or required in the context.

1. Having read the Tender Document and in consideration of the Government agreeing to evaluate my/our tender in accordance with the Tender Document, I/we agree to be bound by all terms and conditions as stipulated therein.
2. I/We do hereby agree to carry out any or all of the Services specified in the Tender Document including without limitation the Condition of Contract and the Service Specifications, during the Contract Period at the prices quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Document.
3. I am/We, the undersigned, are duly authorised to bind the company hereinafter 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 by my/our signatures.

4. The name of the Tenderer is

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

Authorised

Signature(s):

Dated this day of 20

PART 6

MEMORANDUM OF ACCEPTANCE

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

I
(Name and position of officer)

accept your Tender for the Contract. A copy of each document constituting the Contract is hereby attached for identification purposes.

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

Signed by the said

in the presence of :

.....
.....

.....
.....

NOTES FOR TENDERERS

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

1. Tender Document

This Tender Document identified as AFCD/HORT/PA01/2019 consists of the following:

- (i) Tender Form ;
- (ii) Interpretation;
- (iii) Part 1 – Terms of Tender;
- (iv) Part 2 – General Conditions of Contract;
- (v) Part 3 – Special Conditions of Contract;
- (vi) Part 4 – Service Specifications;
- (vii) Schedule 1 – Price Schedule;
- (viii) Schedule 2 – Schedule of Compliance / Counter-proposal;
- (ix) Schedule 3 – Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan;
- (x) Schedule 4 – Background and Experience of Tenderer;
- (xi) Schedule 5 – Information Schedule
- (xii) Schedule 6 – Non-collusive Tendering Certificate
- (xiii) Annex I – Reply Slip for Pre-submission Site Briefing;
- (xiv) Annex II – Method of providing the Contract Deposit / Form of Banker's Guarantee;
- (xv) Annex III – Marking Scheme;
- (xvi) Annex IV – Location Map and Layout Plans; and
- (xvii) Annex V – Photos Showing the Interior of the Agri-Hall.

2. Tender Briefing Session and Site Visit

A Pre-submission Site Briefing, which consists of a tender briefing session followed by a site visit, will be held on **27 March 2020 (Friday)** at **2:30pm** at the Lions Nature Education Centre in Tsiu Hang, Sai Kung. Tenderers are **strongly recommended** to attend the tender briefing session and site visit. Tenderers who would like to attend the Pre-submission Site Briefing should complete the reply slip at Annex I and send back to Dr. LING Ka Ho (Tel.: 2150 6715, Fax: 2736 5393), **on or before 25 March 2020 (Wednesday) to register.**

3. About these Notes

These Notes do not form part of the Tender Document or the Contract. In the event of any conflict between these Notes and the Tender Document, the Tender Document shall prevail.

INTERPRETATION

In the documents issued by the Government in connection with this Invitation to Tender and the Contract that is made pursuant to this Invitation to Tender, unless otherwise defined or the context otherwise requires:

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

“Agri-Hall”	means the Agriculture Hall;
“Annex”	means an annex attached to the Tender Form;
“Companies Registry”	means the Companies Registry of the Government;
“Contract”	<p>means the agreement made between the Government and the Contractor pursuant to the Invitation to Tender, and reference to the terms thereof shall include:</p> <p>(a) the terms set out in the Tender Document, completed, modified or expanded as necessary or appropriate to include the terms accepted by the Government and the Contractor; and</p> <p>(b) the Tender submitted by the Tenderer subject to any modification as may be agreed by the Government accepting the Tenderer as the Contractor;</p>
“Contract Deposit”	has the meaning given to it in Clause 11 of the General Conditions of Contract;
“Contract Period”	means the period specified in Clause 1 of the Special Conditions of Contract as the contract period subject to early termination or extension provided for in the Contract;
“Contract Price”	means the amount set out in the Price Schedule (Schedule 1), which is payable by the Government to the Contractor under the Contract for the full and proper performance by the Contractor of its obligations under the Contract;
“Contractor”	means the Tenderer whose Tender is accepted by the Government;
“Deliverables”	means all the deliverables, reports, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs, plans, models, opinions, comments created, developed, prepared, written or produced by the Contractor being the work product and/or services required to be produced/furnished under this Contract, including all the items set out in Paragraph 5 of Part 4 of,

and attached to, the Tender Form;

“Department” or “AFCD” means the Agriculture, Fisheries and Conservation Department of the Government;

“Estimated Contract Price” means the amount set out in the Price Schedule (Schedule 1) as the estimated contract price;

“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, influenza pandemic and “scheduled infectious disease” as defined in the Prevention and Control of Disease Ordinance (Cap. 599) (including without limitation the Severe Acute Respiratory Syndrome and the Severe respiratory disease associated with a novel infectious agent as listed in Schedule 1 of the Prevention and Control of Disease Ordinance (Cap. 599) affecting Hong Kong and/or any other part of the PRC, fire if not caused or contributed to by the Contractor, its Associate or Associated Person (as defined in Paragraphs 16.3(a) and (b) of the General Conditions of Contract) or any employee or agent or ex-employee or ex-agent thereof, civil commotion or acts of God;

(b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Contractor, its Associate or Associated Person (as defined in Paragraphs 16.3(a) and (b) of the General Conditions of Contract) or any employee or agent or ex-employee or ex-agent thereof,

and which, in either (a) or (b) above, prevents the performance of the Contractor’s duties and obligations hereunder;

“General Conditions of Contract” means the general conditions of contract at Part 2 of, and attached to, the Tender Form;

“general holiday” or “public holiday” means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong);

“Good Industry Practice”	means the standards, practices, methods and procedures conforming to law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Representative”	means: <ul style="list-style-type: none"> (a) the Director of Agriculture, Fisheries and Conservation; (b) any officer of the Government specified by the officer referred to in (a) for the purposes of the Contract; and (c) any other officer authorised by the officer referred to in (b) for the purposes of the Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Inland Revenue Department”	means the Inland Revenue Department of the Government;
“Inspecting Officer”	means the officer appointed by the Government Representative for the purpose of inspecting the Services performed in pursuance of the Contract;
“Intellectual Property Rights”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights of whatever nature and wheresoever arising, whether now known or created in the future, in each case whether registered or unregistered, and include applications for the grant of any such rights;
“Interpretation”	means this Interpretation section;
“Invitation to Tender”	means this invitation to tender for the provision of the Services to the Government on the terms and conditions set out in the Tender Document;
“LNEC”	means the Lions Nature Education Centre;
“Materials”	means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Contractor, its employees, agents or sub-

contractors in relation to the Services or under this contract (whether individually or collectively or jointly with the Government) including without limitation, any exhibits, displays, display boards, interactive games, interior and exterior decoration, flooring, layout plans, illustration, specifications, facilities, furniture, equipment, graphics, audio/video clips, projections, software, computer programs, computer files, electric/ electronic devices, iconic figure/ mascot, figures, sketches, photographs, computer tapes/ diskettes, reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Contractor, its employees, agents or sub-contractors, including those recorded or stored by whatever means;

“Non-collusive Tendering Certificate”	means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender under Paragraph 11.2 of the Terms of Tender;
“Notes for Tenderers”	means the notes for tenderers attached to the Tender Form;
“PRC”	means the People’s Republic of China;
“Price Schedule”	means the price schedule at Schedule 1;
“Procuring Department”	means the Agriculture, Fisheries and Conservation Department;
“Schedule”	means a schedule attached to the Tender Form;
“Services”	means the services to be provided by the Contractor to the Government as specified in the Service Specifications;
“Service Specifications”	means the service specifications referred to in Part 4 of, and attached to, the Tender Form;
“Special Conditions of Contract”	means the special conditions of contract in Part 3 of, and attached to, the Tender Form;
“Specified Tender Box”	means the tender box specified in the “Lodging of Tender” section of the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;

“Tender Acceptance”	has the meaning given to it in Paragraph 25 of the Terms of Tender;
“Tender Closing Time”	means the time on the date specified in the “Lodging of Tender” section of the Tender Form as the latest date and time before which Tenders must be deposited with the Government, and as such date and time as may be extended in accordance with Paragraphs 3.7(b) and (c) of the Terms of Tender;
“Tender Document”	means the documents issued by the Government for the purpose of the Invitation to Tender, and reference to the terms thereof shall include the terms set out in: <ul style="list-style-type: none"> (a) the Tender Form; (b) this Interpretation section; (c) Part 1 – Terms of Tender; (d) Part 2 – General Conditions of Contract; (e) Part 3 – Special Conditions of Contract; (f) Part 4 – Service Specifications; (g) Schedules 1 to 6; (h) Annexes I to V; and (i) all other documents attached to the Tender Form whether as a Schedule or other attachment by whatever name called;
“Tender Form”	means the Tender Form issued for the Invitation to Tender;
“Tender Submission Date”	means the date of the Offer to be Bound;
“Tenderer”	means the person whose particulars are set out in the “Offer to be Bound” section of the Tender Form;
“Terms of Tender”	means the Terms of Tender set out in Part 1 of, and attached to, the Tender Form;
“working day”	means Monday to Friday other than a public holiday or a day on which Tropical Cyclone Warning Signal no. 8 or above is hoisted or a Black Rainstorm Warning Signal is in force for any duration between 0900 and 1200 hours in

Hong Kong.

1.2 The following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Document or the Contract;
- (d) references to a document shall:
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Document or the Contract;
- (e) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them;
- (f) references to “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (g) references to a “Paragraph” in the Terms of Tender are to a paragraph in the Terms of Tender; references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Annex or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, annex or attachment to that document;
- (h) 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;
- (i) any word or expression to which a specific meaning has been attached in any part of the Tender Document shall bear such meaning whenever it appears in the same and other parts of the Tender Document;
- (j) a time of a day shall be construed as a reference to Hong Kong time;
- (k) references to “normal business hours” mean 0900 to 1800 hours;
- (l) references to a day mean a calendar day;
- (m) references to a month or a monthly period mean a calendar month;

- (n) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done;
 - (o) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;
 - (p) words importing the whole shall be treated as including a reference to any part of the whole;
 - (q) the expressions “include” and “including” shall be construed without limitation to the words following;
 - (r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Document or by reference to any other definition;
 - (s) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form; and
 - (t) where a general obligation in the Tender Document or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.
- 1.3 Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.
- 1.4 All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.
- 1.5 Unless otherwise provided for in the Tender Document, all quotations and payments shall be made in Hong Kong Dollars.

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT**

**PART 1
TERMS OF TENDER**

for

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

1. Invitation to Tender

- 1.1 Tenders are invited for the provision of all of the Services subject to and in accordance with the Tender Document.
- 1.2 Each Tenderer may submit only one tender. The following tenders will not be considered:
 - (a) a tender which does not offer to provide for the whole of the Services;
 - (b) a tender jointly submitted by two or more entities;
 - (c) a tender submitted by an unincorporated association; and
 - (d) a tender with sub-contracting arrangement.
- 1.3 A Tenderer should read the Tender Document carefully prior to submitting a Tender and ensure that it understands all requirements of the Tender Document.
- 1.4 A Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 1.5 A Tenderer should check the numbers of pages of the Tender Document. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.
- 1.6 A Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Document (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of the Tenderer to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.
- 1.7 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Document (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Document (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any liability under the Contract as a consequence of any misinterpretation by it of any matter or fact relating to the Tender Document or the Contract.

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

2. Supplementary Information/Tender Addenda

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

3. Tender Preparation and Submission

- 3.1 Save in accordance with the terms of the Tender Document, a Tenderer must not alter any provision of the Tender Document.
- 3.2 A Tender must be completed in ink and in English and in accordance with other requirements of the Tender Document. The Government will not consider a Tender that is completed in any other language. A complete Tender must be submitted in triplicate (that is, three sets of originals). To be considered as a complete Tender, it must contain the following documents and information:
 - (a) the Offer to be Bound in Part 5 of the Tender Form which must be duly signed by the Tenderer;
 - (b) a duly completed Price Schedule (Schedule 1);
 - (c) a Work Plan, a Design Plan, a Quality Assurance Plan and a Promotion Plan (collectively, "Plans") in Schedule 3 with the coverage as detailed in the Marking Scheme at Annex III;
 - (d) where a counter-proposal is made pursuant to Paragraph 8, a duly completed Schedule of Compliance / Counter-proposal in Schedule 2;
 - (e) a duly completed Background and Experience of Tenderer in Schedule 4;
 - (f) a duly completed Information Schedule in Schedule 5;

- (g) a duly signed Non-collusive Tendering Certificate in Schedule 6;
- (h) the documents and information stipulated in Paragraph 6; and

all supporting documents which are necessary in the evaluation of a Tender in accordance with the Marking Scheme including without limitation the supporting documents for its claim of experience, details about the Tenderer's business background, artwork and design portfolio (photographs, drawings etc.) of the display and exhibits designed and/or fabricated in the Tenderer's past projects, copies of job reference of similar exhibition projects within 10 years immediately before the Tender Closing Time excluding any extension pursuant to Paragraph 3.7.

Failing to submit a duly signed Offer to be Bound form and the price information in item A of the Price Schedule (Schedule 1) by the Tender Closing Time shall render the Tender to be invalid and such Tender will not be considered further. Failing to submit other documents or information may render the Tender to be invalid or the claims of experience not being counted at the discretion of the Government.

Supplementary submissions of the Offer to be Bound form, the Price Schedule (Schedule 1) and the Plans in Schedule 3 will not be entertained.

- 3.3 A two-envelope system will be adopted for this Invitation to Tender. A Tenderer shall submit the following documents in two separate, sealed envelopes clearly labelled Envelope A and Envelope B on the outside -
- (a) Documents relating to the price information i.e. Price Schedule (Schedule 1) must be enclosed in a sealed envelope clearly marked “**Envelope A**” and “**Provision of Services for the Design, Production and Installation of Exhibits at the Agriculture Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung – Price Proposal**”; and
 - (b) Documents relating to the technical information (i.e. the duly signed Offer to be Bound form and all other documents and information as stipulated in Paragraph 3.2(c) to (h), forms, schedules and documents required by this invitation to tender but without any indication on the price information) must be enclosed in another sealed envelope clearly marked “**Envelope B**” and “**Provision of Services for the Design, Production and Installation of Exhibits at the Agriculture Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung – Technical Proposal**”.
 - (c) The proposal comprising both Envelope A and Envelope B must be –
 - (i) enclosed in a sealed envelope (Envelope C) addressed to the person specified in the “Lodging of Tender” section of the Tender Form and clearly marked “**Tender Ref. : AFCD/HORT/PA01/2019 – Provision of Services for the Design, Production and Installation of Exhibits at the Agriculture Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung**”; and
 - (ii) deposited to the Specified Tender Box on or before the date and time which stipulated in the “Lodging of Tender” section of the Tender Form.

- (d) Late tenders or submissions in other form or manner than that described above will not be considered further.

3.4 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.

3.5 When completing the Tender Document (including the Offer to be Bound section of the Tender Form), a Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:

- (a) if the Tenderer is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Tenderer; or
 - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer;
- (b) if the Tenderer is a sole proprietorship or a partnership, the latest business registration certificate of the Tenderer; or
- (c) if the Tenderer is formed, established or incorporated outside Hong Kong, a document equivalent to Paragraph 3.5 (a)(i), (a)(ii) or (b) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is formed, established or incorporated.

3.6 Execution and Submission of Tenders

- (a) Part 5 “Offer to be Bound” of the Tender Form shall be duly signed by:
 - (i) if the Tenderer is a sole proprietorship, the Tenderer;
 - (ii) if the Tenderer is a partnership, a partner of the Tenderer; or
 - (iii) if the Tenderer is a body corporate, one or more persons who are duly authorised by the Tenderer to sign and submit the Tender for and on behalf of the Tenderer.
- (b) A Tender will not be further considered if Part 5 “Offer to be Bound” of the Tender Form is not signed in the manner described in Paragraph 3.6(a) above or submitted with the Tender before the Tender Closing Time.

3.7 Tender Closing Time

- (a) A Tender must be deposited in the Specified Tender Box before the Tender Closing Time. A Tender deposited in the Specified Tender Box at or after the Tender Closing Time, or a Tender not deposited in the Specified Tender Box, will not be considered.
- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is in force for any duration between 0900 and 1200 hours in Hong Kong on the date and time specified in the “Lodging of Tender” section of the Tender Form, the latest date and time before which Tenders are to be deposited in the Specified Tender Box will be extended to 1200 hours (Hong Kong time) on the following working day.
- (c) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours (Hong Kong time) on the Tender Closing Date, the Government will announce extension of the Tender Closing Time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department - <http://www.info.gov.hk/gia/general/today.htm>.

- 3.8 All documents to be submitted by a Tenderer shall either be originals or certified true copies of the documents. If a Tenderer fails to comply with this requirement, its Tender may not be further considered.

4. Tenders to Remain Open

- 4.1 A Tender once submitted by a Tenderer will be binding on the Tenderer.
- 4.2 It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for acceptance (“Tender Validity Period”) for a period of ninety (90) days after the Tender Closing Time or a longer period offered in the Tender for which it is to remain valid and open for acceptance.
- 4.3 If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender shall be the period stated in Paragraph 4.2 above, which is ninety (90) days after the Tender Closing Time.
- 4.4 If a Tenderer offers in its Tender a period that is shorter than the period referred to in Paragraph 4.2 above, or if it rejects the Tender Validity Period prescribed in Paragraph 4.2, its Tender will not be further considered.

5. Prices

- 5.1 Unless otherwise provided for in the Tender Document, a Tenderer shall quote all the prices requested for in the Tender Document in Hong Kong Dollars. Such prices shall be net prices allowing for all trade and cash discounts. The prices shall cover all expenses incidental to the due and proper performance of the Contract by the Contractor.
- 5.2 Prices quoted by a Tenderer shall only be shown in the Price Schedule in Schedule 1.
- 5.3 A Tenderer must quote fixed prices for both item (A) and item (B) in the Price Schedule. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further. A Tenderer must quote a price for item (A), otherwise its Tender will be considered as invalid and will not be considered further. Quotation of price in item (B) in the Price Schedule is optional. A Tender will still be considered if a Tenderer fails to quote a price for item (B) in the Price Schedule. The price quoted in item (B) will not affect the evaluation of item (A).
- 5.4 The Government reserves the right to extend the Contract if the Government accepts the price quoted for the service of extending the Defects Liability and Guarantee Period for an additional 12 months (item (B) in the Price Schedule) of the successful Tenderer of this Tender. If the price quoted in item (B) is deemed acceptable for the Government, the Government will notify the successful Tenderer on the extension of Contract, in no less than 60 days before the expiry of the original Contract Period. The extended Contract shall be on the same terms and conditions as in the original Contract (services provided under the quoted price in item (A) in the Price Schedule) with the Government. The extended Contract shall commence immediately after the expiry of the original Contract Period.
- 5.5 A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).
- 5.6 Without prejudice to the generality of the Terms of Tender, the Government may require a Tenderer who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that such a Tenderer is capable of carrying out and completing the Contract. The Government may reject the Tender if the Tenderer fails to so justify and demonstrate to the Government's satisfaction.

6. Company/Business Organisation Status

- 6.1 A Tenderer shall provide the following details relating to itself in the Schedules:
- (a) name and address of the company/business organisation;
 - (b) length of business experience;
 - (c) shareholders/partners/proprietor of the company/business organisation and their percentage of ownership;

- (d) names and correspondence addresses of the following:
 - (i) managing director/partners;
 - (ii) other directors; and
 - (iii) sole proprietor;
- (e) a copy of a valid Business Registration Certificate and copies of other documents evidencing its business status;
- (f) if the Tenderer is a company or body corporate, its Memorandum (if any) and Articles of Association, a copy of the agreement made between its shareholders (if any), Certificate of Incorporation, Certificate of Change of Name (if any), and other corporate documents;
- (g) if the Tenderer, being an incorporated entity, is a company incorporated in Hong Kong or has a principal place of business in Hong Kong, a copy of the latest annual return filed with the Companies Registry;
- (h) place and date of its incorporation or formation;
- (i) company profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise;
- (j) a copy of the relevant document (e.g. board resolutions of the Tenderer if it is a company) showing that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer; and
- (k) names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer.

6.2 If a Tenderer is incorporated, formed or established outside Hong Kong, a legal opinion in form and substance satisfactory to the Government and issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Tenderer and acceptable to the Government shall be provided upon request by the Government on the following issues and any other issues as may be required by the Government:

- (a) the Tenderer is duly incorporated, formed or established and validly existing under the laws of the place of the Tenderer's incorporation, formation or establishment and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the proposed Contract;
- (b) the Tenderer has the full power, authority and legal capacity to:
 - (i) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Document; and

- (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
 - (c) the proposed Contract with the Government will, upon its formation pursuant to Paragraph 25.1, constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation, formation or establishment and is enforceable against the Tenderer in accordance with its terms;
 - (d) the execution, delivery and performance of its Tender and the proposed mode of execution, delivery and performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, formation or establishment, or the Memorandum and Articles of Association or similar constitutional documents of the Tenderer;
 - (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Document and the Contract;
 - (f) the Tenderer's Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation, formation or establishment in order to secure their validity and/or priority;
 - (g) there is no restriction under the laws of the place of the Tenderer's incorporation, formation or establishment affecting the Tenderer's obligations under the Tender Document and the Contract;
 - (h) the choice of the laws of Hong Kong to govern the Tender Document and the Contract is a valid choice of laws and would be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer; and
 - (i) it is not necessary under the laws of the place of incorporation, formation or establishment of the Tenderer that the Government be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Tender Document and the Contract.
- 6.3 The Government may require a Tenderer to provide, at its own expense, additional legal opinion satisfactory to the Government in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer and acceptable to the Government on any other matters arising from its Tender.
- 6.4 If a Tenderer proposes to engage any sub-contractor to perform the Contract, subject to the other provisions in the Tender Document relating to such engagement, the Tenderer shall submit with its Tender, information and documents relating to each of such proposed sub-contractor on the matters referred to in Paragraph 6.1, and if the proposed

sub-contractor is incorporated outside Hong Kong, the legal opinion referred to in Paragraphs 6.2 and 6.3 above.

7. Cancellation of Tender

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

8. Counter-Proposals

- 8.1 A Tenderer must not submit any proposal that has the effect of varying or modifying any essential requirements specified in the Tender Document.
- 8.2 If a Tenderer fails to comply with Paragraph 8.1, its Tender will be disqualified and will not be further considered by the Government.
- 8.3 Subject to Paragraph 8.1, if a Tenderer still wishes to submit a counter-proposal ("Counter-Proposal"), the Counter-Proposal must be submitted in the following manner:
 - (a) the Counter-Proposal shall be included in the Schedule of Compliance / Counter-proposal in Schedule 2 and attached to the Offer to be Bound;
 - (b) the original provision which the Counter-Proposal relates to shall be fully recited before the proposed alteration or deletion;
 - (c) the proposed alteration to the original provision shall be underlined and shall bear the corresponding clause number of the original provision unless it is an addition;
 - (d) if it is an addition, the additional provision shall be underlined;
 - (e) words to be deleted shall be crossed out by a single line only; and
 - (f) an explanation shall be given below the alteration or deletion and put in square brackets "[]".
- 8.4 Any Counter-Proposal that is not submitted in accordance with Paragraph 8.3 above will not be considered by the Government and will not be regarded to form part of the Tender submitted by a Tenderer. In such event, the Tenderer shall be deemed to have agreed to the original term to which the Counter-Proposal relates and the Government will continue to consider the Tenderer's Tender on this basis.
- 8.5 Notwithstanding and without prejudice to the aforesaid, the Government may negotiate with the Tenderer any Counter-Proposal but is not obliged to do so. The Government may at its absolute discretion reject any Counter-Proposal. If negotiation is conducted but fails, the Government may reject or exclude the Counter-Proposal and assess the Tender as it is without the Counter-Proposal.

9. Authenticity of Documents Submitted

All documents submitted by a Tenderer to the Government in relation to its Tender shall be original documents or certified true copies of the original documents. If a Tenderer fails to comply with this requirement or fails to provide such verification as the Government may require to prove the authenticity of a document submitted to the Government, the Government may not further consider the Tender.

10. Personal Data Provided

- 10.1 All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender).
- 10.2 By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Paragraph 10.1.
- 10.3 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- 10.4 Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, shall be addressed to the Personal Data Privacy Officer of the Procuring Department.

11. Warranty against Collusion

- 11.1 The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to in Paragraph 11.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- 11.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in one of the Schedules titled as such) as part of its Tender.
- 11.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Paragraph 11.1 above or in the Non-collusive Tendering Certificate

submitted by it under Paragraph 11.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

- (a) reject the Tenderer's Tender;
- (b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
- (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 14.1 of the General Conditions of Contract.

- 11.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Paragraph 11.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 11.2 above.
- 11.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Paragraph 11.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 11.2 above may prejudice its future standing as a Government contractor or service provider.
- 11.6 The rights of the Government under Paragraphs 11.3 to 11.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

12. Warning against Bribery

- 12.1 The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 12.2 The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

13. Environmental Protection

- 13.1 Tenderers are requested to minimise the impact of their activities on the environment.
- 13.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:

- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
- (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
- (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

14. Tenderer's Commitment

- 14.1 All Tenders, information and responses from a Tenderer must be submitted in writing. Each of them is the representation of the Tenderer and will, if accepted by the Government, be incorporated into and made part of the Contract in such manner as the Government considers appropriate.
- 14.2 The Government reserves the right not to consider a Tender that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Paragraph 14.1 above.

15. New Information

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

16. Contractors' Performance Monitoring

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

17. Cost of Tender

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

18. Request for Information

- 18.1 In the event that the Government determines that:

- (a) clarification in relation to any Tender is necessary; or
- (b) a document or a piece of information, other than the document or information set out in Paragraph 18.2 below, 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 or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Tender will 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. As an alternative to seeking clarification or further information or document, the Government may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.

18.2 The document and information not covered by Paragraph 18.1(b) are:

- (a) price information or quotes required in the Tender Document;
- (b) a signed Offer to be Bound; and
- (c) any other document or information in respect of which it is specified in the Tender Document that a failure to provide to the Government in a Tender at the time of submission of the Tender or by the Tender Closing Time will result in the Tender not being considered.

18.3 Tenderers should also note that the Government will not consider any clarification or information submitted by a Tenderer after the Tender Closing Time irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considers that such clarification or information would alter the Tenderer’s Tender in substance or give the Tenderer an advantage over the other Tenderers.

19. Tenderer’s Enquiries

- 19.1 Any enquiries from the Tenderer concerning the Tender Document up to the date of lodging its Tender with the Government shall be in writing and shall be submitted to the Government specified in the Notes for Tenderers.
- 19.2 After lodging a Tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or the Tender Document. 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.
- 19.3 Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a prospective Tenderer shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express

or implied), and no invitation is made by the Government to any Tenderer or prospective Tenderer to rely on such statement. No such statement shall form part of the Tender Document or alter, negate or constitute a waiver of any provision of the Tender Document.

20. Communication with the Government

- 20.1 All communications given or made by the Government or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other party in the manner provided in Clause 28 of the General Conditions of Contract, save that the Government may, by prior notice to a Tenderer, require the Tenderer to send or deliver a written communication by post, facsimile or email only. A Tenderer should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.
- 20.2 All communications in relation to the Invitation to Tender shall be conducted directly between the Government and the Tenderer.

21. Negotiations

- 21.1 The Government reserves the right to negotiate with any Tenderer the terms of the Tenderer's Tender and conditions of the Contract.
- 21.2 Negotiations will normally be conducted only with the Tenderer whose Tender complies with all the essential requirements and is in the sole opinion of the Government the most advantageous to the Government. Where there is no Tender (despite having complied with all the essential requirements) is so considered by the Government or where the most advantageous Tender cannot be determined until after any Counter-Proposals have been resolved or withdrawn, the Government reserves the right to hold negotiations also with the other Tenderers.

22. Government Discretion

- 22.1 Notwithstanding anything to the contrary in this Tender Document, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:
- (a) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Tender Closing Time or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer;
 - (b) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
 - (c) in the event of a claim alleging or the Government having grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the

Tenderer in its Tender infringe or will infringe any Intellectual Property Rights of any person;

- (d) the Tenderer has made significant or persistent breaches or deficiencies in performance of any substantive requirement or obligation under any Government or other contracts;
- (e) the Tenderer has been convicted by the final judgement in respect of serious crimes or other serious offences;
- (f) in the event of the professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer;
- (g) any failure of the Tenderer to pay taxes to the Government; or
- (h) the Tenderer has made any restrictions or limitations which seek to limit or avoid the responsibility of the Tenderer in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Tenderer/Contractor under the Contract in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of the Tender.

The grounds specified in Paragraphs 22.1(a) to 22.1(h) are separate and independent, and shall not be limited by reference to or inference from the other of them.

22.2 For the purposes of Paragraph 22.1, each Tenderer shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification, including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Paragraph 22.1(a);
- (b) details of conviction of the Tenderer in Hong Kong or any overseas jurisdictions in respect of (i) serious offences; and (ii) other offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Time and thereafter up to the time of award;
- (c) details of all infringement claims as mentioned in Paragraph 22.1(c); and
- (d) details of all breaches or performance deficiencies of the Tenderer or a related person as mentioned in Paragraph 22.1(d).

If none of the events as mentioned in Paragraphs 22.2(a) to 22.2(d) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Paragraph 22.3 below.

22.3 In addition to the information mentioned in Paragraph 22.2, the Government reserves the right to request from a Tenderer and take into account all information about:

- (a) the Tenderer itself;
- (b) any of the directors or management staff of the Tenderer who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer; and
- (c) any of the related persons of the Tenderer and of any directors and management staff of the related persons who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer,

and such information is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Paragraph 22.1.

Such information relating to any of the aforesaid persons may include, without limitation, details of any conviction in respect of offences referred to in Paragraph 22.2(b) or details of any breaches or performance deficiencies referred to in Paragraph 22.1(d), details of any serious crimes or serious offences referred to in Paragraph 22.1(e), of any professional misconduct, acts or omissions referred to in Paragraph 22.1(f) and of any failure to pay taxes to the Government referred to in Paragraph 22.1(g) above.

22.4 If the Tenderer fails to comply with the request made by the Government pursuant to Paragraph 22.3 above within such time as required by the Government or has otherwise submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Paragraph 22.1(b) above.

22.5 In providing the information required under Paragraphs 22.2 and 22.3 above, the Tenderer may show cause to satisfy the Government that the petition, proceedings, conviction record, infringement claim, breach or performance deficiency, or professional misconduct, as the case may be, does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.

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

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

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

- 22.7 If the Tenderer is a sole proprietor or partnership, the expression “related person” includes any one of the following:
- (a) any partner of the Tenderer (if it is a partnership);
 - (b) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent;
 - (c) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.
- 22.8 References to related persons, directors and management staff of the Tenderer or of a related person include persons who were in such capacity at such time of the incident referred to in Paragraphs 22.1(d), 22.1(e), 22.1(f), 22.1(g) or Paragraph 22.2(b).

23. Financial Vetting

- 23.1 If the Estimated Contract Price of a Tender exceeds HK\$15 million, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. For this purpose, the Tenderer is required to submit the following documents for financial vetting:
- (a) Originals (or copies certified by its auditors) of the audited accounts of the Tenderer, and the audited consolidated accounts of the group if the Tenderer is a subsidiary of another company for the three (3) financial years prior to the Tender Submission Date. The audited accounts must comply with the following requirements:
 - (i) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
 - (ii) The latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Submission Date.
 - (iii) The audited accounts must contain the directors’ report, auditors’ report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts.
 - (iv) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by its local law.

- (v) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
- (vi) If the Tenderer is a joint venture or partnership, audited accounts for each member of the joint venture or partnership must be submitted if the members are incorporated bodies.

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

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

- (e) Copies (certified by the sole proprietor, partners, directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
 - (f) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.
- 23.2 Tenderers shall upon the request in writing by the Government provide the documents mentioned in Paragraph 23.1 and any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by the Government.
- 23.3 If the successful Tenderer has passed the financial assessment, it shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong Dollars in an amount equivalent to two percent (2%) of the Estimated Contract Price in accordance with Paragraph 26.3 below.
- 23.4 If the successful Tenderer fails in the financial assessment, or it is a newly established company, or it is unable to submit adequate information for conducting a meaningful financial assessment, the Tenderer shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong Dollars in an amount equivalent to five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, of the Estimated Contract Price in accordance with Paragraph 26.3 below.

24. Award of Contract

- 24.1 Subject to the other provisions of the Tender Document, the Government will normally award the Contract to the Tenderer which the Government has determined to be capable of fulfilling the terms of the Contract and whose Tender conforms with all the requirements stipulated in the Tender Document and has the highest combined technical and price score where the Invitation to Tender is subject to a marking scheme on the technical and price aspects.
- 24.2 Each Tenderer acknowledges that the Government may elect at its sole option to accept all or any part of the Tenderer's Tender.
- 24.3 The Government is not bound to accept the Tender with the lowest price offer or the Tender with the highest combined technical and price score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

25. Acceptance

- 25.1 The successful Tenderer will receive a letter of conditional acceptance ("Letter of Conditional Acceptance") indicating that the Government's acceptance of the Tender is subject to the condition of the Tenderer's due payment of the Contract Deposit to the Government in the amount and in the manner as stipulated Paragraph 26 below and all other conditions as may be stated in the Letter of Conditional Acceptance. If the

successful Tenderer fails to pay the Contract Deposit as aforesaid or fulfil any of the conditions, the Letter of Conditional Acceptance shall lapse and be of no further effect as if it had not been issued. The Government shall be at liberty to award the Contract to other Tenderers or to cancel this tender exercise or to take such other actions as it deems appropriate.

25.2 A Tender shall not be regarded to have been accepted or a Contract be awarded by the Government unless the Government issues to the successful Tenderer an acceptance in writing to confirm that all of the conditions in the Letter of Conditional Acceptance are fulfilled (“Tender Acceptance”) and send it by post or facsimile to the successful Tenderer’s address or facsimile number (as the case may be) provided. A binding Contract between the Government and the successful Tenderer is only constituted:

- (a) if the Tender Acceptance is sent by post, at the time of posting; or
- (b) if the Tender Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Government’s facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.

25.3 A duplicate hard copy of the Contract, including the “Memorandum of Acceptance” duly completed by the Government, will subsequently be delivered to the successful Tenderer evidencing the earlier acceptance by post or facsimile transmission, as the case may be.

25.4 Tenderers who do not receive any notification within the Tender Validity Period may assume that their Tenders have not been accepted.

26. Contract Deposit

26.1 Based on the rate/unit price quoted by a Tenderer in the Price Schedule (Schedule 1), an Estimated Contract Price that may be payable by the Government under the Contract during the Contract Period pursuant to the Tenderer’s Tender will be determined by the Government.

26.2 If the Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$1.4 million but is less than or equals to HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government via the Head of the Procuring Department, within twenty-one (21) days from the date of the Tender Acceptance, an amount equivalent to two percent (2%) of the Estimated Contract Price (“Contract Deposit”).

26.3 If the Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government via the Head of the Procuring Department, within twenty-one (21) days from the date of the Tender Acceptance, an amount equivalent to:

- (a) two percent (2%) (if it passes the financial vetting); or

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

as the case may be of the Estimated Contract Price.

- 26.4 The successful Tenderer shall pay the Contract Deposit either in cash or in the form of a banker's guarantee. Each Tenderer shall state clearly in Part I of the Annex II the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.
- 26.5 If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the banker's guarantee must comply with the following:
- (a) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;
 - (b) unless otherwise agreed by the Government, it must be on the terms set out at Part II of the Annex II; and
 - (c) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Tender Acceptance as the date on which the banker's guarantee is to take effect. In the event that another date is so specified, the banker's guarantee shall take effect no later than such date.
- 26.6 The Contract Deposit, whether paid by way of cash or banker's guarantee shall be returned to the Contractor or released in accordance with the Contract.

27. Complaints about Tendering Process or Contract Award

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

28. Documents of Unsuccessful Tenderers

The Government may destroy all documents submitted by unsuccessful Tenderers three (3) months after the Contract has been constituted under Paragraph 25.1.

29. Consent to Disclosure

- 29.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer, particulars of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer and the Estimated Contract Price.
- 29.2 Nothing in Paragraph 29.1 shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Paragraph 29.1) 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, or 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 Paragraph 29.1, to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

30. Licence to use Tender Document

The Government, its authorized users, assigns, agents, employees and successors-in-title shall have the right to do any acts restricted by sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong) in respect of the Tender and its accompanying documents for purposes including but not limited to tender evaluation, contract management, record keeping, the disclosure made pursuant to Paragraph 29 and all other purposes incidental thereto.

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT**

**PART 2
GENERAL CONDITIONS OF CONTRACT**

for

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

1. Total Services and Variation

- 1.1 The Services to be performed under the Contract shall be as laid down in the Service Specifications, Special Conditions of Contract and the Schedules 1-6 and shall be carried out, as and when required, to the satisfaction of the Inspecting Officer. All orders placed under the Contract shall be issued in writing and the Government will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- 1.2 The Contractor shall not extend the Services beyond the requirements specified in the Service Specifications, Special Conditions of Contract and Schedule (if any) except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Service Specifications, Special Conditions of Contract and Schedule (if any).
- 1.3 Where a variation has been made to the Contract the amount to be added to or deducted from the Contract Price in accordance with that variation shall be determined in accordance with the rates specified in the Price Schedule so far as the same may be applicable and where rates are not contained in the Price Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

2. Contractor's Acknowledgement, Obligations and Contract Performance

- 2.1 The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to provide to the Government the Services, which shall comply fully with the requirements set out in the Service Specifications and other provisions of the Contract. The Contractor shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to the Service Specifications or any other provisions of the Contract.
- 2.2 The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.

- 2.3 The Contractor shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
 - (b) in accordance with Good Industry Practice.
- 2.4 The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:
- (a) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
 - (b) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
 - (c) comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of Services.
- 2.5 The Contractor shall secure, obtain and maintain throughout the Contract Period all and any governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licences.
- 2.6 The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.
- 2.7 The Contractor shall be responsible for the accuracy of all drawings, documents and information supplied by the Contractor to the Government in connection with the Services. Without prejudice to any other provisions of the Contract, the Contractor shall indemnify the Government against all losses and damages arising from, and costs and expenses incurred in connection with, any discrepancies, errors or omissions therein.
- 2.8 Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by the Government free of charge but shall be returned to the Government on completion of the Contract.
- 2.9 If at the request of the Contractor assistance of any Government staff is provided after normal business hours, the Contractor will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

3. Warranties and Representations

3.1 The Contractor warrants, represents and undertakes that:

- (a) the Contractor and its sub-contractors, their employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
- (b) the Contractor shall carry out the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner;
- (c) the Services shall conform in all respects to the Service Specifications and conditions under the Contract;
- (d) it shall not employ any illegal workers to carry out its obligations under the Contract;
- (e) the Contractor has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;
- (f) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
- (g) all authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect and the use of the Services by the Government will not contravene any applicable laws;
- (h) all information supplied, and statements and representations made by or on behalf of the Contractor in or in relation to its Tender and the Contract are true, accurate and complete;
- (i) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (j) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (k) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver,

administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue;

- (l) it owns, has obtained and is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and
 - (m) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.
- 3.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 3.1 and other provisions of the Contract (collectively, "Warranties" and each, a "Warranty") shall be true without limitation in time, save that in case of any Warranty expressed to be effective during the Contract Period, it shall be true on each day of the Contract Period as if it is repeated on each such day.
- 3.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.
- 3.4 Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Chapter 457 of the Laws of Hong Kong) apply to bind the Contractor and the Government respectively.

4. Costs and Expenses

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

5. Order and Provision of Services

- 5.1 Whenever required by the Government by a written order signed by the Government Representative ("Order") specifying:
- (a) the Services to be provided to the Government;
 - (b) the date and time for provision of the Services referred to in (a); and
 - (c) the conditions, if any, applicable to the provision of the Services referred to in (a),
- the Contractor shall provide to the Government the Services so specified in the Order in accordance with the Order and the provisions of the Contract.

- 5.2 If no date and time for provision of the Services is specified in an Order, the Contractor shall provide the Services specified in the Order within fourteen (14) working days from the date of the Order.
- 5.3 Time shall be of the essence as regards each provision of the Services specified in an Order.
- 5.4 Notwithstanding any provision of the Contract, due provision of any Services to the Government shall not be regarded to have taken place unless and until such Services are accepted by the Government.

6. Inspection

- 6.1 The Services performed shall be subject to inspection and certification by the Inspecting Officer and/or the Government Representative. Upon breach of any term or condition of the Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Service Specifications, the Government shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.
- 6.2 In the event that the Contractor, its sub-contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Government may by notice in writing to the Contractor at any time require the Contractor to make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Government in the notice.

7. Non-exclusive Contract

Nothing in the Contract shall preclude the Government from procuring any Services from any other person.

8. Government Property

When Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus twenty percent (20%). A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

9. Government Premises/Contractor's Premises

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

10. Payment of the Contract Price

- 10.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with the Contract, the Government shall pay the Contractor the Contract Price in accordance with the payment timetable set out in Clause 2(c) in the Special Conditions of Contract.
- 10.2 Notwithstanding any provision in the Contract, unless otherwise agreed in writing by the Government, in respect of any Services provided to the Government, the Government shall not have any obligation to pay the Contractor any Contract Price for such Services unless and until the Services have been accepted by the Government in writing. The Government shall pay the Contractor the Contract Price within thirty (30) days after the date of acceptance of the Services.
- 10.3 The Contract Price is inclusive of all charges for provision of Services. Subject to Clause 1 and save as otherwise expressly provided for in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).
- 10.4 The Contractor shall invoice the Government for any payment of the Contract Price. In respect of each provision of the Services, the Contractor shall deliver to the Government an invoice setting out the particulars of the Services provided (including the unit rate), the Order number (if any), the amount of Contract Price payable for the Services and such other information as the Government Representative may require from time to time. To enable speedy payment to be made, any invoice and correspondence concerning payment shall be forwarded to the Agriculture, Fisheries and Conservation Department, Agriculture Branch, Crop Development Division, Horticulture Section, Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, New Territories (Attn.: Ms. WONG Mun-wai, Tel.: 2679 4324, Fax: 2679 5443). The Procuring Department shall not be held responsible for any delay in payment if invoice and correspondence are not properly addressed.

- 10.5 Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Contract Price and any other sum payable by the Government to the Contractor under the Contract if:
- (a) the Contractor fails to observe or perform any provision of the Contract or any of any aspect of the Services or Deliverable is not performed to the satisfaction of the Government;
 - (b) the Government disputes on any reasonable ground its obligation to pay the amount in question;
 - (c) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or
 - (d) withholding of payment is required by any applicable law.
- 10.6 No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.

11. Contract Deposit

- 11.1 If the Estimated Contract Price exceeds HK\$1.4 million, as security for the due and faithful performance of the Contract by the Contractor, the Contractor shall deposit with the Government via the Head of the Procuring Department within twenty-one (21) days from the date of Tender Acceptance, an amount specified in Paragraph 26.2 or 26.3 of the Terms of Tender (“Contract Deposit”).
- 11.2 If the Contractor fails to comply with Clause 11.1, the Government may terminate the Contract immediately.
- 11.3 Without prejudice to Clause 11.2, if the Contractor fails to comply with Clause 11.1, 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 11.1. The Government may apply the amount so withheld to satisfy the Contractor’s obligation under Clause 11.1 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 11.1.
- 11.4 If:
- (a) the Contractor fails to comply with any provision of the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker’s guarantee, to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government arising from or relating to such failure; or

- (b) any amount is due or payable by the Contractor to the Government under the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Contractor.
- 11.5 The Contract Deposit (whether paid in cash or in the form of the banker's guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government.
- 11.6 If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee any time prior to the expiry or termination of the Contract, the Contractor shall, within twenty-one (21) days after the date of the written demand by the Government, deposit a further sum or provide a further banker's guarantee, in a sum equal to the amount so deducted or so called, which further sum shall be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause, the further banker's guarantee must comply with the requirements in Paragraphs 26.5(a) and (b) of the Terms of Tender and shall come into operation on the date of its execution.
- 11.7 If based on the Orders issued by the Government under Clause 5.1, the Government determines that the total Contract Price payable by it for such Orders is likely to exceed the Estimated Contract Price, the Government may, by written notice to the Contractor, require the Contractor to submit to the Government such additional amount as further Contract Deposit such that the Contract Deposit shall at all times during the Contract Period be an amount equivalent to two percent (2%) (or five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, if the Contractor failed in the financial assessment under Paragraph 23 of the Terms of Tender in the tender evaluation stage) of the Estimated Contract Price specified by the Government in the notice.
- 11.8 If a notice is issued by the Government under Clause 11.7, the Contractor shall within twenty-one (21) days deliver to the Government the additional amount of further Contract Deposit required in the notice in the form of either cash or a further banker's guarantee. The further banker's guarantee must comply with the requirements in Paragraphs 26.5(a) and (b) of the Terms of Tender and shall come into operation on the date of its execution. A further Contract Deposit paid by the Contractor to the Government shall form part of the Contract Deposit.
- 11.9 If the Contractor fails to comply with Clause 11.6, 11.7 or 11.8, the Government may terminate the Contract immediately.
- 11.10 Upon the expiry or termination of the Contract:
 - (a) if the Contract Deposit is paid in cash, the Government shall, after deducting the sums due from the Contractor to the Government, return the balance of the Contract Deposit in cash and without interest to the Contractor three (3) months

after completion of all the obligations under the Contract by the Contractor to the Government's satisfaction, or the expiry or termination of the Contract, whichever is the later;

- (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee shall be discharged and released in accordance with its terms.

12. Variations

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an instrument in writing and duly signed by the Contractor and the Government.

13. Liability and Indemnities

- 13.1 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.

- 13.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of the Government and its employees and agents (each an "Indemnified Person") against:

- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person ("Claims"); and
- (b) any and all liabilities, losses, damages, costs, charges or expenses (including (i) all legal fees and other awards, costs, payments, charges and expenses and (ii) any loss or damage sustained by or any injury to or death of any person in consequence of any Negligence of the Contractor or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with, out of or in relation to:

- (i) the performance or breach of any provisions of the Contract by the Contractor, its employees, agents or sub-contractors;

- (ii) the negligence, recklessness, tortious acts or wilful omission of the Contractor, its employees, agents or sub-contractors;
 - (iii) any default, unauthorised act or wilful misconduct of the Contractor, its employees, agents or sub-contractor(s);
 - (iv) any claim that the use or possession of any Materials or Deliverables infringes the Intellectual Property Rights of any person; or
 - (v) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority.
- 13.3 The indemnity under Clause 13.2 shall not apply to any injury or death caused by the Negligence of an Indemnified Person.
- 13.4 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform the Government Representative as early as practicable and deliver to the Government a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.
- 13.5 For the purposes of this Clause, “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).
- 13.6 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

14. Termination

14.1 If:

- (a) the Contractor fails to provide to the Government any Services specified in an Order within the time as specified in the Order or in accordance with Clause 5.2;
- (b) any Services are rejected pursuant to the Contract;
- (c) the Contractor fails to provide to the Government rectified Services by the date specified by the Government Representative pursuant to Clause 6.2;
- (d) the Contractor commits a fundamental breach of any term of the Contract;
- (e) the Contractor is in breach of any other provision of the Contract which in the opinion of the Government is not capable of remedy;
- (f) the Contractor commits a breach of any other provision of the Contract which is capable of remedy and fails to remedy the same within seven (7) days of service

of notice by the Government (or such longer period as specified in the notice) requiring such remedy;

- (g) the Contractor is in breach of any of its warranties and undertakings under the Contract;
- (h) the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract;
- (i) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government; or
- (j) the Government is given the right to terminate the Contract under any other provision of the Contract,

the Government may by written notice to the Contractor terminate the Contract immediately.

14.2 The Government may also by written notice to the Contractor terminate the Contract immediately upon the occurrence of any of the following events:

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) if the Contractor is an incorporated body, a shareholders or members meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);
- (c) a petition is presented for the winding-up or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
- (d) the Contractor is or becomes insolvent, or any order is made for the Contractor's bankruptcy;
- (e) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor's business or assets;
- (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (g) the Government reasonably apprehends that any of the events mentioned above is about to occur; or
- (h) a Force Majeure Event occurs in such manner entitling the Government to terminate the Contract under Clause 26.7.

- 14.3 The Government may at any time suspend or terminate the Contract by giving the Contractor thirty (30) working days prior written notice.
- 14.4 On termination of the Contract for any reason, the Government is under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Government by the Contract.
- 14.5 The expiry or termination of the Contract 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 of the Contract which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 14.6 If the Contract is terminated under Clause 14.1 and the Government makes other arrangements for the provision of any Services from any other source, the Government may recover from the Contractor: (a) any amount in excess of the Contract Price incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (b) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 14.1. If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Government to the Contractor for the Services provided by the Contractor prior to termination and in accordance with the Contract for which payment has yet to be made by the Government.
- 14.7 On the expiry or termination of the Contract for any reason, the Contractor shall:
- (a) immediately return to the Government all documents containing confidential information, personal data and such other information, property and materials in the possession or under the control of the Contractor or any of its sub-contractors and agents, which was obtained or produced in the course of providing the Services;
 - (b) assist and co-operate with the Government to ensure an orderly transition of the provision of the Services to such person specified by the Government Representative and/or the completion of any work-in-progress;
 - (c) within twenty-eight (28) days of the date of termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of termination; and
 - (d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Government for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Government or a replacement contractor to conduct due diligence.

- 14.8 Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) shall be payable by the Government to the Contractor as a result of any suspension or early termination of the Contract by the Government.

15. Intellectual Property Rights

- 15.1 The Government shall be the exclusive owner of the Materials and the Deliverables. All the Intellectual Property Rights in the Materials and the Deliverables (excluding those in the Third Party Materials as defined in Clause 15.3 below) shall be the sole and exclusive property of the Government and shall be and at all times remain vested in the Government immediately upon creation.
- 15.2 The Contractor, its employees, agents and sub-contractors shall not use or allow to be used directly or indirectly the Materials and the Deliverables except for the performance of its obligations under the Contract or except with the prior written approval of the Government. "Use" includes any acts restricted by copyright (including but not limited to copying) set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).
- 15.3 If any materials of which the Intellectual Property Rights are owned by third parties and incorporated into the Materials or the Deliverables or supplied or used by the Contractor, its employees, agents and sub-contractors in the performance of the Contract ("Third Party Materials"), the Contractor shall identify such Third Party Materials to the Government and keep the Government informed in writing of such Third Party Materials.
- 15.4 The Contractor hereby irrevocably waives and undertakes to procure at its own costs and expenses its officers, employees, agents, sub-contractors and all authors concerned to irrevocably waive all moral rights (whether past, present or future) in the Materials and the Deliverables. Such waiver shall be without cost to and operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon creation of such Materials and Deliverables, or the grant of licence in relation to the Third Party Materials pursuant to Clause 15.6 of the General Conditions of Contract (as the case may be).
- 15.5 The Contractor shall at its own costs execute or procure the execution of any further assignments, deeds, licence, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause.
- 15.6 The Contractor hereby grants for the benefits of the Government, its authorised users, assigns, agents, employees and successors-in-title a royalty-free, irrevocable, non-exclusive, worldwide, perpetual, transferable, and sub-licensable licence to use (including but not limited to doing any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong)) the Third Party Materials (and in relation to any Third Party Materials to which the Contractor is not empowered to grant sub-licence(s) the Contractor hereby undertakes to procure at its sole expense the grant of such rights for the benefits of the Government, its authorised users, assigns, agents, employees and successors-in-title by the relevant third parties in respect of

such Third Party Materials to be granted on or before the use or incorporation of the Third Party Materials in the Materials and the Deliverables in accordance with the terms hereof) for all purposes (or any one or more) contemplated by this Contract.

- 15.7 The Contractor shall, at its own cost and expense and before the fixation and/or recording of any performance(s) in relation to the Materials and the Deliverables, obtain all the consent and clearance from the performer(s) as may be necessary for such fixation and/or recording of the performance(s) and for any use and exploitation of such fixation or recording, or copies thereof by the Contractor, its employees, agents or sub-contractors, the Government, its authorised users, assigns, agents, employees and successors-in-title, as contemplated by this Contract. For the purpose of this Clause 15.7, the terms “performance”, “performer” and “fixation” shall have the same meanings as those assigned to them in section 200 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).
- 15.8 The Contractor shall procure at its own cost and expense the performers referred to in Clause 15.7 above to irrevocably waive their moral rights over their performances in relation to the Materials and the Deliverables, such waiver shall operate in favour of the Government, its authorised users, assigns, agents, employees and successors-in-title and have effect immediately upon each of the relevant performance is given.
- 15.9 The provisions of this Clause 15 shall survive the completion, expiry or termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such completion, expiry or termination.

16. Conflict of Interest

- 16.1 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.

- 16.2 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.
- 16.3 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, memorandum or 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; and
 - (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.

17. Confidentiality

- 17.1 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 or which may come to the Contractor's knowledge or be accessible by the Contractor in the course of carrying out the Services and all advices, recommendations, documents, materials and data given by the Contractor to the Government under the Contract ("Confidential Information"). The Contractor's obligations under this Clause 17 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).
- 17.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep the Government and its authorised users fully and effectively indemnified against any and all actions, 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).
- 17.3 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.
- 17.4 The Contractor shall not disclose the Confidential Information to any third parties except 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.
- 17.5 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.

- 17.6 The Contractor shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.
- 17.7 The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 17 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 17.8 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.
- 17.9 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.
- 17.10 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.
- 17.11 The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.
- 17.12 The provisions of this Clause 17 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

18. Probity

- 18.1 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.

- 18.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.
- 18.3 The Government may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.
- 18.4 The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 18.2 and of the staff code of conduct. The code of conduct shall form part of the employment contract to ensure acknowledgement and compliance by the employees.

19. Insurance

- 19.1 The Contractor shall effect and maintain throughout the Contract Period a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such insurances shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. The insurance company or companies shall be authorised under the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong).
- 19.2 Without prejudice to Clause 19.1, the Contractor shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.
- 19.3 If required by the Government, the Contractor shall deliver to the Government copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 19.4 The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim.
- 19.5 If the Contractor fails to give effect to or maintain any insurance required under the Contract, the Government may make such alternative arrangements as it considers

appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.

- 19.6 No provision in any insurance and no amount of insurance covered shall relieve the Contractor of any liability under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

20. Process Agent

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

21. Relationship of the Parties

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

22. Assignment and Sub-contracting

- 22.1 Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it.
- 22.2 The Contractor shall submit the proposed sub-contract to the Government for approval. The Government reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract shall be deposited with the Government within seven (7) days after the effective date of the sub-contract.

- 22.3 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, its employees and agents.

23. 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 provided or to be provided by the Contractor;
- (b) the Estimated Contract Price 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 name and address of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract.

24. Publicity

- 24.1 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.
- 24.2 Subject to Clause 24.1, 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 services provided or other work done in connection with the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.
- 24.3 Notwithstanding any consent or approval given under Clause 24.1 or 24.2, 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.

25. Vicarious Liability

Any act, default, neglect or omission of any officers, employees, agents or sub-contractors of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor.

26. Force Majeure

- 26.1 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.
- 26.2 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".
- 26.3 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.
- 26.4 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 26.5, 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.
- 26.5 During the suspension of any obligations under Clause 26.4:
- (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.

- 26.6 As soon as the relevant Force Majeure Event has ended, 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.
- 26.7 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 14.2.
- 26.8 The Contractor shall ensure that provisions similar to this Clause 26 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

27. Retention of Records

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 provided under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor shall afford the Government or its representative access to the records as may be requested by the Government.

28. Notices

- 28.1 Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, facsimile number or email address provided (or such other postal address, facsimile number or email address as the addressee has by not less than seven (7) working days' prior written notice specified to the other party).
- 28.2 Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 28.1 and, if so addressed, shall be deemed to have been duly given or made as follows:
- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;
 - (b) if sent by post, four (4) days (for any place in Hong Kong) and seven (7) days (for any place outside Hong Kong) after the date of posting;
 - (c) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; and

- (d) if sent by email, when actually received in a form readable by an individual.

29. Entire Agreement

- 29.1 The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government.
- 29.2 All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

30. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

31. Severability

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

32. Waiver

- 32.1 No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 32.2 Without prejudice to the generality of Clause 32.1, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

33. Recovery of Sums Due

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

34. Assistance in Legal Proceedings

- 34.1 If and whenever requested to do so by the Government Representative, the Contractor shall provide to the Government all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Contractor's presence at the Government's premises. If requested by the Government, the Contractor shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.
- 34.2 Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Contractor or in respect of the Contract, it shall notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government Representative may require.

35. Contracts (Rights of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

36. Order of Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the Clauses of the Contract, any document referred to in those Clauses and the Schedules, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) Special Conditions of Contract;
- (b) Service Specifications;

- (c) Schedules;
- (d) General Conditions of Contract; and
- (e) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT**

**PART 3
SPECIAL CONDITIONS OF CONTRACT for
Provision of Services for the Design, Production and Installation of Exhibits
at the Agriculture Hall of Lions Nature Education Centre in Tsiu Hang, Sai Kung**

1. Commencement and Contract Period

The Contract shall commence on the date as specified in the Tender Acceptance issued by the Government to the Contractor pursuant to Paragraph 25 of the Terms of Tender as the commencement date of the Contract for a period of 20 months, subject to the extension of thereof pursuant to Clause 5.4 in Terms of Tender and Clause 5(f)(iv) of Part 4 – Service Specifications.

2. Inspection and Payment

- (a) All services performed will be subjected, before payment, to the inspection by the Government Representative who may withhold payment when any aspect of the Services or Deliverables have not been performed in strict accordance with the requirements of the Contract. Payment for Services will be made only if the services have been performed to the Government Representative's entire satisfaction and accepted in writing.
- (b) Invoices shall be sent by the Contractor to the Government Representative or as otherwise directed. Unless otherwise specified, payment shall be made after the services have been performed and that the services have, in all respects, been performed in accordance with the requirement of the contract. The Government Representative may, at this discretion, order such payments to be made, as he may consider desirable.
- (c) The Contract Price shall be payable by four (4) instalments as follows:

Payment No.	Invoice Date	% of Contract Lump Sum Fee
1	On the Acceptance of the Schematic Design Report by the Government Representative	20
2	On the Acceptance of the Detailed Design Report by the Government Representative	20
3	On the Completion of all site works to the satisfaction of and the Acceptance of the Completion Report by the Government Representative	50
4	On fulfillment of all contractual requirements and completion of all of the Services to the satisfaction of the Government including the completion of the Defects Liability and Guarantee Period for the programme and software, if any, for the exhibits	10

- (d) When it is determined by the Government Representative that additional work as proposed by the Contractor shall be performed, payment for such Services shall be either on a time charge basis or by means of a negotiated lump sum fee as appropriate.

3. **Programme Implementation**

The Services shall be completed **within 20 months**, from the date of commencement of the Contract, which include 8 months for completion of design, production and installation and 12 months of Defects Liability and Guarantee Period subject to the extension of thereof pursuant to Clause 5.4 in Terms of Tender and Clause 5(f)(iv) of Part 4 – Service Specifications.

The Contractor shall endeavor to ensure that the services are carried out in accordance with the work programme referred to in paragraph 5(a)(v) of the Service Specifications. If it is justified that change on the actual design and/or installation programme is necessary or submission of reports cannot reasonably be made as scheduled, the Contractor shall give advance written notice with justification and obtain the agreement of the Government Representative before such change is made. All the agreed change must be reported for record in the Completion Report.

Table of Service Schedule

Work / Service items (Commencement of Contract: From the date of “Tender Acceptance”)	Target completion schedule (or other date specified by the Government Representative)
Phase I: Schematic Design Report	2 months
Phase II: Detailed Design Report	1 month
Phase III: Fabrication and Installation of Exhibits	5 months
Phase IV: Defects Liability and Guarantee Period	12 months

4. **Delegation of Powers**

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

5. **Contractor’s Office and Staffing**

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

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

The Contractor shall at all times during the Contract Period comply with and implement the Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan submitted by the Contractor in its tender for the Contract subject to any further modifications stipulated by the Government, all of which are set out in Schedule 3.

Notwithstanding the foregoing, from time to time, the Government Representative shall be entitled to vary the deployment of the staff and frequency, order, priority, time and methods for carrying out the Services as the Government Representative may consider expedient so to do.

7. Site Safety

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

8. Avoidance of Nuisance

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

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT**

**PART 4
SERVICE SPECIFICATIONS**

for

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

1. Background

The Lions Nature Education Centre (LNEC), established in 1991, is located at Tsiu Hang, Sai Kung. LNEC has attracted more than 2 million visitors over the past five years and many schools in Hong Kong have arranged educational tours to the Centre for their students. It features five exhibition halls and several outdoor educational zones with exhibits that mainly targeted at school and family visitors. The Agriculture Hall (Agri-Hall), one of the five exhibition halls at LNEC, was last renovated in year 2000 to offer visitors a few glimpses of local agricultural development, modern farming technologies and the Department's efforts in promoting local agriculture and produce.

The current-term Government affirmed in the 2017 and 2018 Policy Address the Government's commitment to continue to take forward the New Agriculture Policy (NAP). The aim of the NAP is to promote the modernisation and sustainable development of the local agricultural industry. Due to significant changes in local agriculture and advancement in farming technologies over the years, alongside with the introduction of NAP, a large-scale refurbishment and update on the Agri-Hall and its contents is deemed necessary. It is envisaged that the new Agri-Hall could provide visitors with comprehensive and up-to-date information and most importantly, a brand-new visiting experience. It is desirable for our community to understand and gain a deeper appreciation of the importance of food and agriculture in local context, how nature interacts with farming operations and how the food culture has developed. The Agri-Hall would provide a suitable venue for our younger generation and the public to understand the concepts and functions of local food and agriculture.

The design work of the new exhibits is expected to commence in mid-June 2020 while the production and installation work is expected to be completed by mid-February 2021. The new exhibition of the Agri-Hall aims to enhance visitors' awareness, understanding and recognition on local agriculture by highlighting the important role of agriculture in providing food and by introducing the main steps of farming and next-generation farming technologies. On top of static display boards, the incorporation of interactive elements, such as interactive projection and displays, is particularly emphasized in the new exhibition.

As such, an exhibition contractor is intended to be invited to provide service for the design, production and installation of exhibit materials for the Agri-Hall, including but not limited to display boards, multimedia displays, interactive games, physical models, and static interior decoration.

2. Objectives

The objectives of the Services are -

- (a) To provide all necessary services for the design, production and installation of the displays and exhibits at the Agri-Hall of LNEC;
- (b) To provide comprehensive layout plans, illustration, specifications and technical consultation for the design of the exhibition, including but not limited to the design of the display and exhibits, layout and routing of the exhibition, and decoration of the exhibition hall;
- (c) To provide specifications, instruction and technical consultation for the production and installation of the exhibits;
- (d) To produce all software and computer programmes for designated displays and exhibits;
- (e) To provide the final layout plan, lighting plan, E&M plan and any building services requirements of the Agri-Hall;
- (f) To provide barrier-free access and facilities to facilitate universal accessibility to exhibits and accommodate visitors with disabilities;
- (g) To produce catchy and stylish figures/models (e.g. Glass Reinforced Plastic (GRP) figures);
- (h) To design an iconic figure/mascot to build up Agri-Hall's image;
- (i) To provide main entrance decoration, exterior wall decoration and flooring; and
- (j) To provide a method to track the number of visitors.

3. Scope and Scale of Service

- (a) Site and Location

The Agri-Hall is located at the southern part of LNEC at Tsiu Hang, Sai Kung.

Please refer to **Annex IV** for the location of the Site.

- (b) Description

The Contractor shall be responsible for the design, production and installation of the display and exhibits of the Agri-Hall. The total floor area of the exhibition hall is approximately 155 m², which is further divided into three floors, with difference of height of 1 m between each floor.

Please refer to **Annexes IV and V** for the layout plan and photos of the Site.

4. Specific Objectives and Tasks

The approach of the display in the Agri-Hall should be “visitor-based” and “education-based”. Apart from conventional display, the design of the exhibition should facilitate exploration with larger proportion of interactive elements. The contents of the exhibition should be presented in a friendly, trendy, stylish, catchy and easy-to-understand format, and preferably by means of interactive games, interactive projections, physical models and multimedia display, which primarily targeted at the general public and visitors of primary to junior secondary school level. Novel innovative educational facilities, furniture and equipment for exhibition are required to fit in the Agri-Hall to showcase the future development direction of local agriculture, and to demonstrate the values of agriculture and food to our younger generation and the public using a soft and lively approach.

Without prejudice to the generality of Clauses 2 and 3, the exhibition must be able to highlight the importance of agriculture in providing food, introduce multiple factors to be considered in the farming process and challenges encountered in local agriculture, and to shed light on modern farming technologies such as hydroponics. The development of the themes and contents of the exhibition has taken into account relevant primary and secondary school curriculums so that visits to the Agri-Hall could be complementary to teaching in schools or even be considered as one of the learning activities to be recommended in the syllabus. It is anticipated that through visiting the Agri-Hall, visitors would be more aware of the ***importance of agriculture in providing food*** and be able to ***appreciate the efforts of farmers*** as well as to recognize the ***value of local agriculture*** in enrichment of biodiversity, conservation of natural resource and reduction of the carbon footprint in the food supply chain. Hence, the exhibits of the Agri-Hall should help visitors visualize the experience, stimulate their interests, and gain a deeper appreciation of the importance of food and agriculture in local context.

The exhibition will be divided into three main zones, with each floor accommodating one of the zones. The main theme of the display and exhibits of the three zones shall be:

- (i) the origin of our food;
- (ii) the farming process; and
- (iii) modern farming technologies.

For theme (i), different dishes of food and the crops that the dish is made of will be shown in order to connect agriculture with visitors’ daily lives. The design of the graphics may be cartoonish but recognizable. Presentation should involve interactive elements, for instance, using sliding or rotating windows to show the dishes and the original look of the crops.

For theme (ii), key steps of farming and issues to be dealt with during farming (e.g. crop husbandry and pest management practices) will be introduced in order to raise visitors’ appreciation on the hard work of farmers and awareness on the challenges faced by local agriculture. An interactive projection wall with sensor cameras should be included. The design should be playful, for example, the interactive projection wall may show a row of cartoonish animated illustration of crop plants, in which the variety of crop plants will rotate from time to time, showing the changing of seasons and its seasonal produce. Meanwhile, the sensor cameras should be able to detect motions or touch of visitors so that information and real photos of the crop will pop up. On top of interactive projection, physical models could also be used to illustrate some of the farming processes. For example, interactive models (e.g. models that can be controlled or switched on by the visitors by pressing certain buttons) may be used to illustrate drip irrigation and sprinkler irrigation. Other means of presentation for this zone may include showing of video clips and real

specimen (e.g. seeds).

For theme (iii), modern farming technologies, especially hydroponics, will be introduced to give visitors ideas about prospective farming methods that can help cope with the challenges mentioned in the previous zone. An interactive wall, which features illustration of a hydroponics setup and buttons to be pressed by visitors to show the flow of the cultivation process, is proposed to be built. Physical models could also be displayed for this section.

The main themes and contents mentioned above do not mean to impose restriction on creativity. ***The Contractor shall propose some additional or alternative exhibition ideas in the deliverables.***

An interactive game is proposed to be included at the end of the exhibition. The game may involve cartoonish illustrations and/or characters that mimic the farming process and/or farmer respectively. It should be incorporated with the use of sensor cameras so that visitors may experience “farming” in a virtual context. For instance, visitors may be able to or direct the game character to hoe soil by moving their hands downwards repeatedly.

A number of catchy and stylish figures/models (e.g. Glass Reinforced Plastic (GRP) figures) shall also be produced and placed within the Agri-Hall for illustration, decoration and photo opportunities.

The display and exhibits should provide opportunities for visitors to take photos. The Contractor shall design an iconic figure/mascot to build up Agri-Hall’s image (i.e. brand-building) to encourage check-in of Agri-Hall on social media (i.e. sharing of visit), and provide main entrance decoration and exterior wall decoration to attract visitors.

All display and exhibits should be safe, robust and durable and should require least amount of maintenance. The Contractor shall be responsible for arranging and employing suitable personnel for the production and installation of the exhibits and to adopt the most appropriate, practical, current and advanced technologies in designing and proposing software, computer programmes and 3D models to the satisfaction of the AFCD Representative.

The Contractor shall provide a method to track the number of visitors in an unmanned way, for example, an automatic visitor counter.

AFCD will provide the bilingual texts, photos, video clips, technical information of agriculture and specimen (e.g. seeds) to the Contractor. The Contractor shall be responsible for the production of all exhibits, including necessary software and computer programmes of the interactive games and interactive projection, etc. and the provision of all devices for the playing of multimedia exhibits (e.g. projectors, monitors).

The design of the exhibition should take into account of safety issues. For example, there must be no sharp or harmful finishing and the exhibits should cause no harm to visitors.

The Contractor shall provide comprehensive diagrams for various designs, display, exhibits and models, and provide detailed technical specifications for the equipment required (e.g. projector, PC, virtual reality, etc.).

The Contractor shall provide technical consultation service of all related designs until the completion of the installation works.

Pursuant to Clause 5(f), the Contractor shall provide at least 12-month Defects Liability and Guarantee Period for all display and exhibits, including the software and computer programmes of the interactive games and interactive projection, etc.

5. Deliverables

The Contractor shall produce and submit all of the deliverables and carry out the tasks detailed below. The Contractor shall be responsible for the circulation of the papers/reports directly by courier on time to the Government Representative before the submission deadlines as specified in the work programme referred to paragraph 5(a)(v) of the Service Specifications. The number of the copies stated hereunder shall refer to the draft as well as the final reports unless otherwise specified.

(a) Schematic Design Report

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

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

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

(b) Detailed Design Report

- (i) The Contractor shall submit to the Government Representative a Detailed Design Report **within 1 month** from the date of approval of the Schematic Design Report by the Government Representative. The Detailed Design Report shall provide a full and comprehensive account of:
 - the overall layout, sections and individual display with detailed text description of all display, graphics, software programmes, hardware models and exhibits; and
 - all production and installation materials and procedures, detailed technical drawings, and fulfill the objectives as stated in Clauses 2 and 4 above of the Service Specifications.

- (ii) The Contractor shall make amendments to the Detailed Design Report as required upon receipt of comments from the Government Representative for the endorsement of the Government Representative before the completion of all construction work.

(c) Production and Installation

- (i) The Contractor shall commence production and installation works of all displays and exhibits within 4 weeks from the date of acceptance of the Detailed Design Report by the Government Representative;
- (ii) The Contractor shall allow the Government Representative to inspect the displays and exhibits and make amendments if so required by the Government Representative before installation; and
- (iii) The Contractor should allow and arrange the Government Representative to inspect any off-site mock up, on-site assembling and installation works and make amendments if so required by the Government Representative before acceptance.

(d) Completion Report

The Contractor shall submit a Completion Report within 2 weeks from the date of approval of all production and installation works by the Government Representative. The report shall provide the comprehensive description with photo records of all production and installation works done.

(e) Number of Deliverables to Supply

The Contractor shall provide the following copies of deliverables to the Government Representative:

- | | | |
|-------|-------------------------|-------------|
| (i) | Schematic Design Report | 1 hard copy |
| (ii) | Detailed Design Report | 1 hard copy |
| (iii) | Completion Report | 1 hard copy |

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

At the conclusion of the Services under this Contract, all deliverables specified in Clauses 5(a) to 5(d) above of this Service Specifications together with all documents, supporting notes, sketches, plans, drawings, photographs, charts, data, software programmes of the Services and all related computer tapes / diskettes must be handed over to the Government Representative and shall become the property of the Government. The Contractor shall also provide the AI files of all design work to the Government Representative. The Contractor shall not transfer or publish any design regarding the Agri-Hall without the permission from the Procuring Department.

(f) Defects Liability and Guarantee

- (i) The Contractor must provide a Defects Liability and Guarantee Period of one year for emergency maintenance/repair services starting from the date of completion of the

project.

- (ii) During the Defects Liability and Guarantee Period, the Contractor shall provide immediate remedies to defects within two (2) working days upon request (written or oral) from the Government Representative.
- (iii) During the Defects Liability and Guarantee Period, the Contractor shall attend fault calls made by the Government Representative and provide all necessary spare parts for the defect rectification works at no additional cost to the Government.
- (iv) Pursuant to Clause 5.4 in Terms of Tender, the Government may require the Contractor to extend the period in paragraph (i) for a further period of 12 months by serving on the Contractor a written notice not less than 60 days before the expiry of the original period stated in paragraph (i). The extended period shall commence immediately upon the expiry of the original period. Upon such request, the Contractor shall perform the services provided in paragraphs (i) to (iii) accordingly at the rate as stipulated in item (B) of the Price Schedule (Schedule 1) if applicable.

6. Contractor's Obligations

- (a) Normal working hours on-site is 0900-1700 (Hong Kong time) from Monday to Friday (excluding public holidays). As the Centre is open to public, the programme of on-site works must first be agreed by the Government Representative so that caution notice to the public could be arranged. Prior approval from the Government Representative shall also be sought if work outside the normal working hours is needed.
- (b) The Contractor shall be responsible for applying any relevant permits in country parks for vehicle access and provide the information regarding site storage before any construction works commence on site.
- (c) The Contractor shall carry out the duties and tasks as set out in these Service Specifications and in accordance with the General Conditions of Contract and the Special Conditions of Contract.
- (d) The Contractor shall advise the Government Representative on the feasibility and practicability of the Services and alternative options.
- (e) Throughout the Services, the Contractor shall comply with all instructions of the Government Representative so far as they are applicable to the Services and should supply such information and documents as they may be required by the Government Representative for compliance with relevant Statutory Regulations, Government Procedures, instructions and Circulars in connection with the services.
- (f) The Contractor shall give consideration to all conservation, engineering, environmental, economic, financial, political, legal, social, operational and contractual implications of his proposals and recommendations.
- (g) The Contractor shall report to the Government Representative or any other delegated person on day-to-day administration of the Services and shall attend meetings to report the progress

of the Services as required by the Government Representative.

- (h) The Contractor shall take cognizance of studies, reports, projects or interface issues related to or having implications to the Services.
- (i) The Services to be provided by the Contractor shall include such additions, modifications and exceptions as agreed between the Government Representative and the Contractor.
- (j) Upon completion of the Services, the Contractor shall hand over the site back to the Government in a neat and tidy condition. The Contractor shall make sure that all remnant materials are cleared and properly disposed of prior to the completion of the contract.

SCHEDULE 1
Price Schedule

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

(Please complete and insert into the "Price Proposal Envelope")

(pursuant to Paragraph 5 of the Terms of Tender)

To: Director of Agriculture, Fisheries and Conservation

I/We,

having read the terms stated in the Tender Document, for and on behalf of the Tenderer, hereby offer to provide the Services at the price quoted below.

Description of Works / Services Items	Quantity	Amount (HK\$)
(A) Provision of Services for the Design, Production and Installation of Exhibits at the Agri-Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung as details stated in the Service Specifications	1 Job	
Total Amount (HK\$) <i>(This amount shall be the estimated contract price for the purposes of tender evaluation and determination of the Contract Deposit payable by the successful Tenderer and if a Contract is awarded, the Contract Price payable for the Contractor's performance of the Services in accordance with the Contract.)</i>		
(B) Extension of the Defects Liability and Guarantee Period Service as stated in Clause 5(f) of Service Specifications for an additional 12 months (i.e. 24 months of Defects Liability and Guarantee Period in total)	1 Job (Optional)	

Remarks:

- (i) Tenderers must quote the price in the fixed lump sum on an all-inclusive basis for the whole of the Services.
- (ii) Tenderers must quote the Contract Price in item (A), failing which its Tender will be considered as invalid and will not be considered further.
- (iii) Quotation of price in item (B) is optional. If a Tenderer fails to quote a price for item (B), its Tender will still be considered. The price quoted in item (B) will not affect the evaluation of item (A).
- (iv) The Government reserves the right to extend the Contract for an additional 12 months according to the price quoted in item (B) (if applicable).

Authorised Signature :

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

Name of Tenderer in English
(in Block Letters)

:

Address

:

Tel. No. / Fax No.

:

/

Date

:

SCHEDULE 2

Schedule of Compliance / Counter-proposal

(pursuant to Paragraph 8 of the Terms of Tender)

(Where a counter-proposal is made, the Tender must complete and insert this Schedule in the "Technical Proposal Envelope")

A Tenderer should offer to provide for the whole of the Services as specified in Part 4 – Service Specifications. If a Tenderer offers any counter-proposal on any aspect of the Service Specifications, it must do so in accordance with Paragraphs 8.1 to 8.3 of the Terms of Tender. Otherwise, such counter-proposal will not be considered and the Tender shall be evaluated on an “as-is” basis as if no counter-proposal has been made. The Government reserves the right to accept, negotiate or reject any such offer pursuant to Paragraph 8.5 of the Terms of Tender.

I/We, for and on behalf of the Tenderer, offer to make a counter-proposal on the following Clauses of Part 4 – Service Specifications:

<u>Clause</u>	<u>Counter-proposal</u>
---------------	-------------------------

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

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

Tel. No. / Fax No.	:	_____ / _____
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Date	:	_____
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SCHEDULE 3

Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan

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

Part A:

Tenderers are required to provide in detail Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan for this contract in Schedule 3. The plans should cover the aspects listed below. Tenderers are encouraged to make innovative suggestions in their proposed plans. The submitted information will form part of the tender to be evaluated by the Government. Tenderers may also include other materials as appropriate to facilitate consideration of their offer by the Government.

(1) Work Plan

The Work Plan shall cover the following items:

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

(2) Design Plan

The Design Plan shall cover the following items:

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

(3) Quality Assurance Plan

The Quality Assurance Plan shall cover the following items:

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

(4) Promotion Plan

The Promotion Plan shall cover the following items:

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

SCHEDULE 3

Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan

(Please complete and insert into the "Technical Proposal Envelope")

Part B:

(1) Work Plan

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

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

Name of Tenderer in English :
(in Block Letters)

Date :

SCHEDULE 3
Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan
(Please complete and insert into the “Technical Proposal Envelope”)

Part B:

(2) Design Plan

Signed by an authorized signatory for and on behalf of the Tenderer	:	<hr/>
Name of person authorized to sign tender for and on behalf of the Tenderer (in Block Letters)	:	<hr/>
Name of Tenderer in English (in Block Letters)	:	<hr/>
Date	:	<hr/>

SCHEDULE 3

Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan

(Please complete and insert into the "Technical Proposal Envelope")

Part B:

(3) Quality Assurance Plan

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

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

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

Date : _____

SCHEDULE 3

Work Plan, Design Plan, Quality Assurance Plan and Promotion Plan

(Please complete and insert into the "Technical Proposal Envelope")

Part B:

(4) Promotion Plan

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

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

Name of Tenderer in English :
(in Block Letters)

Date :

SCHEDULE 4**Background and Experience of Tenderer***(Please complete and insert into the "Technical Proposal Envelope")*

Tenderers are required to provide the following information on their background and experience:

I. Tenderer's information (as required in Paragraph 6 of the Terms of Tender)

Name of Tenderer: _____ (in English)

_____ (in Chinese)

Registered Address: _____

Tel. No. / Fax No. _____

II. Tenderer's experience (for evaluation under items 6 and 7 of the Assessment Criteria in the Marking Scheme at Annex III)

(i) Business Experience (in chronological order)

(Experience in **design, production and set-up for indoor venues**, e.g. science museums, education visitor centres, in the period ten years immediately before the Tender Closing Time not including any extension pursuant to Paragraph 3.7(b) and (c) of the Terms of Tender or otherwise.)

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

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

Aggregate Years of Experience: _____ year(s)

(ii) Relevant Experience (in chronological order)

(Relevant experience in **agriculture/ fisheries/ conservation-related exhibition design and production** in the period ten years immediately before the Tender Closing Time not including any extension pursuant to Paragraph 3.7(b) and (c) of the Terms of Tender or otherwise.)

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

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

Aggregate number of relevant project: _____

Note:

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

(b). Tenderer should refer to Paragraph 6 of the Terms of Tender and submit the stipulated items with this Schedule (Schedule 4).

Authorised Signature : _____

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

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

Date : _____

SCHEDULE 5

Information Schedule

(Please complete and insert into the "Technical Proposal Envelope")

Name of Tenderer: _____

Date: _____

1. Information required under Paragraph 22.2 (Government Discretion) of the Terms of Tender

- * (a) I/We confirm that none of the events as mentioned in Paragraphs 22.2(a) to 22.2(d) of the Terms of Tender has ever occurred.
- * (b) I/We confirm that the following event(s) as mentioned in Paragraphs 22.2(a) to 22.2(d) of the Terms of Tender has occurred:

Date	Details of the Event

Note: * Please delete whichever is not applicable.

SCHEDULE 6

Non-collusive Tendering Certificate

(Please complete and insert into the "Technical Proposal Envelope")

To: The Government

Dear Sir/ Madam,

Non-collusive Tendering Certificate

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

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

Non-collusion

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

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

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 11.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 11.3 to 11.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

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

Name of the authorised signatory (where :
applicable)

Title of the authorised signatory (where :
applicable)

Date :

To: Crop Development Division,
Agriculture, Fisheries and Conservation Department
(Attn: Dr. LING Ka Ho, AOMO)
Fax: 2736 5393
Email: ka_ho_ling@afcd.gov.hk

Reply Slip for Pre-submission Site Briefing

(Please return the Reply Slip on or before **25 March 2020** by **5:00 p.m.**)

**Provision of Services for the Design, Production and Installation of Exhibits
at the Agriculture Hall of the Lions Nature Education Centre in Tsiu Hang, Sai Kung**
Tender Ref.: AFCD/HORT/PA01/2019

Representative(s) of _____ (Name of Company) will attend the briefing session to be held at **2:30 p.m. – 4:00 p.m.** at the Classroom, Lions Nature Education Centre in Tsiu Hang, Sai Kung on **27 March 2020**. The representative(s) is / are:

Name	Contact Phone No.

Name of Company: _____

Company Chop: _____

Email: _____

Tel: _____

Date: _____

Part I

Method of Providing the Contract Deposit

(Please complete and insert into the "Price Proposal Envelope")

If the Contract is awarded to us, we shall pay the Government the Contract Deposit *in cash/by way of a banker's guarantee in accordance with Paragraph 26 of the Terms of Tender.

* Delete as appropriate.

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

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

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

Date : _____

Part II

Form of Banker's Guarantee

(Please complete and insert into the "Price Proposal Envelope", if applicable)

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

In favour of

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

WHEREAS

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

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

Now this Guarantee executed as a deed witnesses as follows:

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

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

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations, terms, conditions, stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.

(b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.

(c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.

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

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

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

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;

- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract; and
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

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

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

- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or
- (b) in the case if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),

whichever is the applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* Please delete as appropriate

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

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

Marking Scheme

1. A two-envelope approach with a technical to price weighting of **70:30** will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner.
2. For tender price comparison purpose, any prompt payment discount offered by the Supplier will not be taken into consideration in the tender price assessment.

Stage I – Completeness Check on the Tender Offers Submitted

All tenders received will be checked on whether all the documents and information required in Paragraphs 3.2 and 6 of the Terms of Tender have been submitted. **Failure to submit** any of the information or documents as required in Paragraph 3.2 and 6 of the Terms of Tender **on or before the Tender Closing Time** will **render a tender invalid and will not be considered further**.

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

1. Tenderers who have passed the completeness check in Stage I will be further evaluated based on the following proposed non-revenue criteria and scores will be given to tenders in each criterion in accordance with the information supplied by the Tenderers.
2. The maximum total technical marks are 100 and are divided into two parts: Part A on the assessment of the quality of the Technical Proposal is allocated a maximum mark of 85; and Part B on the assessment of the experience of the Tenderer is allocated a maximum mark of 15. A passing mark of 17 is set for Assessment Criteria (1) to (4) in Part A, which is 25% of the maximum mark of Part A (excluding the marks reserved for Innovative Suggestions). There is no passing mark for the overall evaluation in the Technical Assessment. In other words, tenders which attain the passing mark of 17 for Assessment Criteria (1) to (4) in Part A will be considered as a conforming tender. **Tenders that do not attain the passing mark of 17 for Assessment Criteria (1) to (4) in Part A will not be considered further.**
3. To assess the Technical Proposals based on the assessment criteria set out in this Marking Scheme (please refer to Explanatory Notes on allocation of scores to each assessment criterion). Each of the assessment criteria should be scored in accordance with the Explanatory Notes.
4. The submission for the Technical Proposal, excluding the Tenderer's background information, experience and documentary proof, **shall not be more than 50 pages in A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, **pages exceeding the specified limit will be considered in the tender evaluation but 0.5 mark will be deducted from the total technical marks for each excessive page, subject to a maximum of 8 marks.**

5. Technical Assessment

No.	Assessment Criteria	Maximum Score	Passing Score
(A) Execution Plan			
1	Work Plan (see Notes 1 and 2)	15	17 *
2	Design Plan (see Notes 1 and 3)	25	
3	Quality Assurance Plan (see Notes 1 and 4)	14	
4	Promotion Plan (see Notes 1 and 5)	14	
5	Innovative Suggestions (see Note 6)		
	(a) Type I – Directly Relevant to the Project	12	-
	(b) Type II – Not Directly Relevant to the Project but can Bring Positive Values or Benefits to the Government or Public	5	-
	Sub-total for (A)	85	-
(B) Tenderer's Experience			
6	Experience in design, production and set-up for indoor venues, e.g. science museums, education visitor centres, in the period ten years immediately before the Tender Closing Time not including any extension pursuant to Paragraph 3.7(b) and (c) of the Terms of Tender or otherwise (see Notes 7 and 9)	8	-
7	Relevant experience in agriculture/ fisheries/ conservation-related exhibition design and production (see Notes 8 and 9)	7	-
	Sub-total for (B)	15	-
	Total	100	-

* The passing score does not apply to the assessment of Innovative Suggestions.

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

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

[Note: The weighted technical score of each tender will be rounded to the nearest 2 decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.]

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

Failure to submit a Price Proposal with the price information for item (A) of Schedule 1 will render a tender invalid and will not be considered further. The Price Assessment is based on the Estimated Contract Price of the tenders which have passed Stage II assessment.

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

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

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

Stage IV – Calculation of Combined Score

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

Total Score = Weighted Technical Score + Weighted Price Score

Normally, the tender with the highest combined score will be recommended for acceptance, subject to the requirement that the Government is satisfied that the recommended tenderer is fully (including technically, commercially and financially) capable of undertaking the Contract, and that the recommended tender is the most advantageous tender to the Government in accordance with the tender provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Work Plan shall cover the following items:

- (a) an outline description of a practical work programme for the services, including work schedules and key performance indicators for tracking progress;
- (b) a staff deployment plan setting out the distribution and responsibilities of all the working team members, including an organisation chart showing the line of command and division of labour;
- (c) details of the arrangements for design, production and installation;
- (d) details of the arrangements to deploy sufficient resources to ensure the smooth delivery of the services;
- (e) a mechanism for maintaining close and effective communication with the Government

Representative to ensure proper handling of comments/ suggestion/ complaints in a timely manner; and

- (f) a contingency plan to handle an unexpected situation (e.g. inclement weather) to avoid slip in work schedule, such as commitment to mobilize additional manpower and redeployment of resources.

Marks will be given according to the marking guidelines provided in Note 1 above.

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

The Design Plan shall cover the following items:

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

Marks will be given according to the marking guidelines provided in Note 1 above.

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

The Quality Assurance Plan shall cover the following items:

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

Marks will be given according to the marking guidelines provided in Note 1 above.

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

The Promotion Plan shall cover the following items:

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

Marks will be given according to the marking guidelines provided in Note 1 above.

Note 6: Marking Guidelines for Assessment Criterion (5)

Assessment of Innovative Suggestions

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

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

- (a) Type I – innovative suggestions which are considered effective and practicable in improving the delivery of the Programme. The benefits that this type of innovative suggestions shall bring about are not pre-defined for tender assessment. Tenderers may propose innovative suggestions, which may not necessarily be technology-related, bringing benefits in terms of the following:

- better quality of the Services;
- saving of cost for delivering the Services;
- boosting of visitors' satisfaction;
- increased visit of the Agri-Hall; and
- any other benefits that can facilitate the operation of the Agri-Hall.

Innovative suggestions will be assessed **in comparison to how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government.**

- (b) Type II – innovative suggestions which may not be directly relevant to the Services but which can bring about positive values or benefits to the Government or public at large. Such positive values or benefits may include, inter alia, the following:
 - sustainable development of the agriculture industry;
 - development of new technology;
 - public education; and
 - environmental protection.

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

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

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

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

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

Percentage of Maximum Mark	Marking Standard
100%	The proposed plan contains innovative suggestion(s) that contribute(s) to at least three positive values to the Government or public.
66%	The proposed plan contains innovative suggestion(s) that contribute(s) to at least two positive values to the Government or public.
33%	The proposed plan contains innovative suggestion(s) that contribute(s) to at least one positive value to the Government or public.
0%	The proposed plan does not contain any innovative suggestions.

An innovative suggestion belonging to both Type I and Type II will earn marks for both aspects. For example, if a tenderer proposes one practicable innovative suggestion that can both enhance service quality and contribute to the sustainable development of the agriculture industry in the proposed plan for Assessment Criterion (2), he will be given 3.3 marks (i.e. 8 marks x 33% + 2 marks x 33%).

Tenderers should highlight the proposed innovative suggestions and explain clearly the benefits/positive values that their proposed innovative suggestions can bring about in their submissions to facilitate tender evaluation. Tenderers may also be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. Apart from the proposed plans for Assessment Criteria (2) to (4), all practicable innovative suggestions included in the proposed plans submitted by the successful tenderer for Assessment Criteria (2) to (4) and accepted by the Government shall also form part of the Contract.

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

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

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

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

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

Assessment will be based on the aggregate number of relevant exhibition design and production in the period ten years immediately before the Tender Closing Time not including any extension pursuant to Paragraph 3.7(b) and (c) of the Terms of Tender or otherwise.

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

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

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

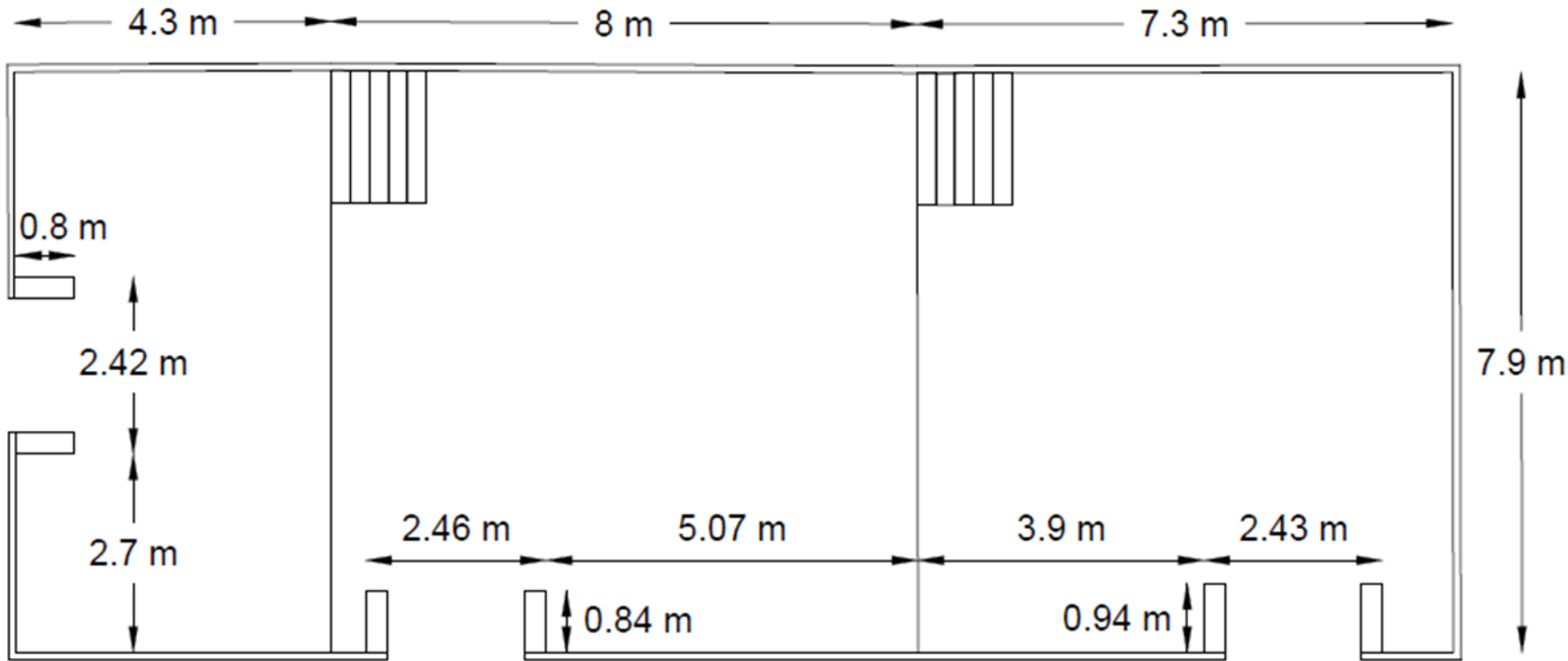
For the purpose of counting the experience of a Tenderer in respect of Assessment Criteria (6) and (7), a Tenderer shall submit documentary evidence to substantiate its claim of the experience. Experience not substantiated will not be taken into account. The experience gained by a Tenderer will only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

“an aggregate of two (2) years’ experience” is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience under a single contract or different contracts. Local and/or outside Hong Kong experience will be counted.

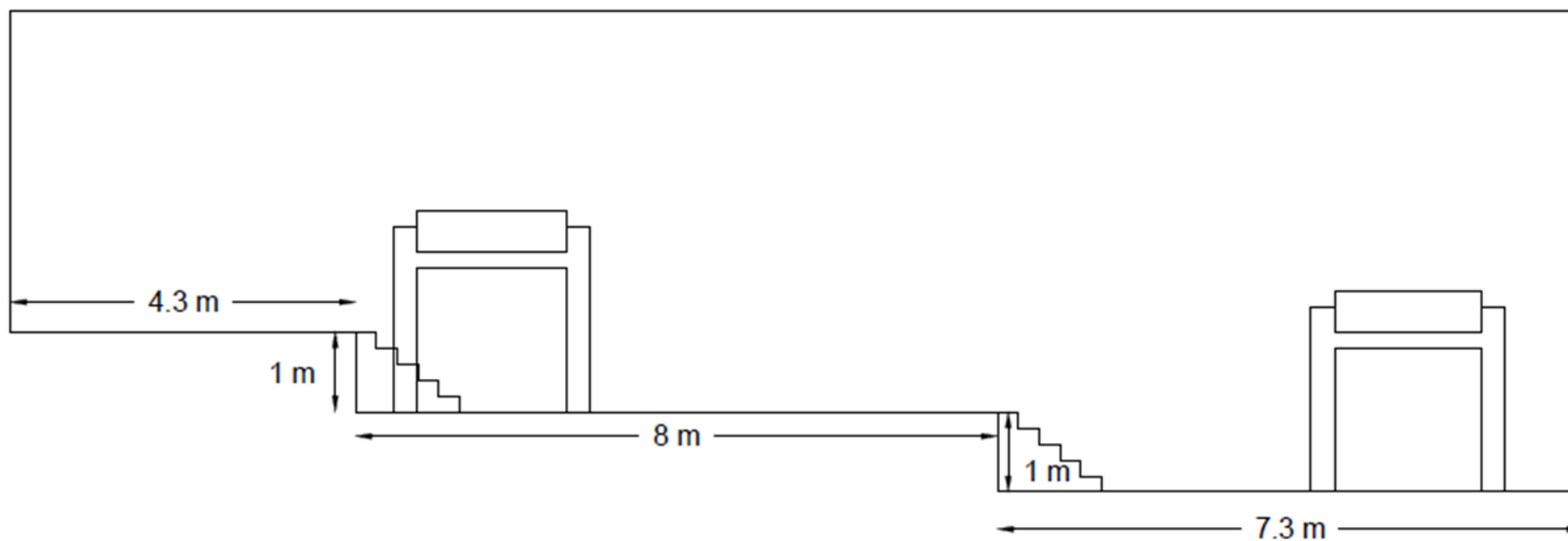
Location of Agri-Hall (labeled as “C”) at LNEC



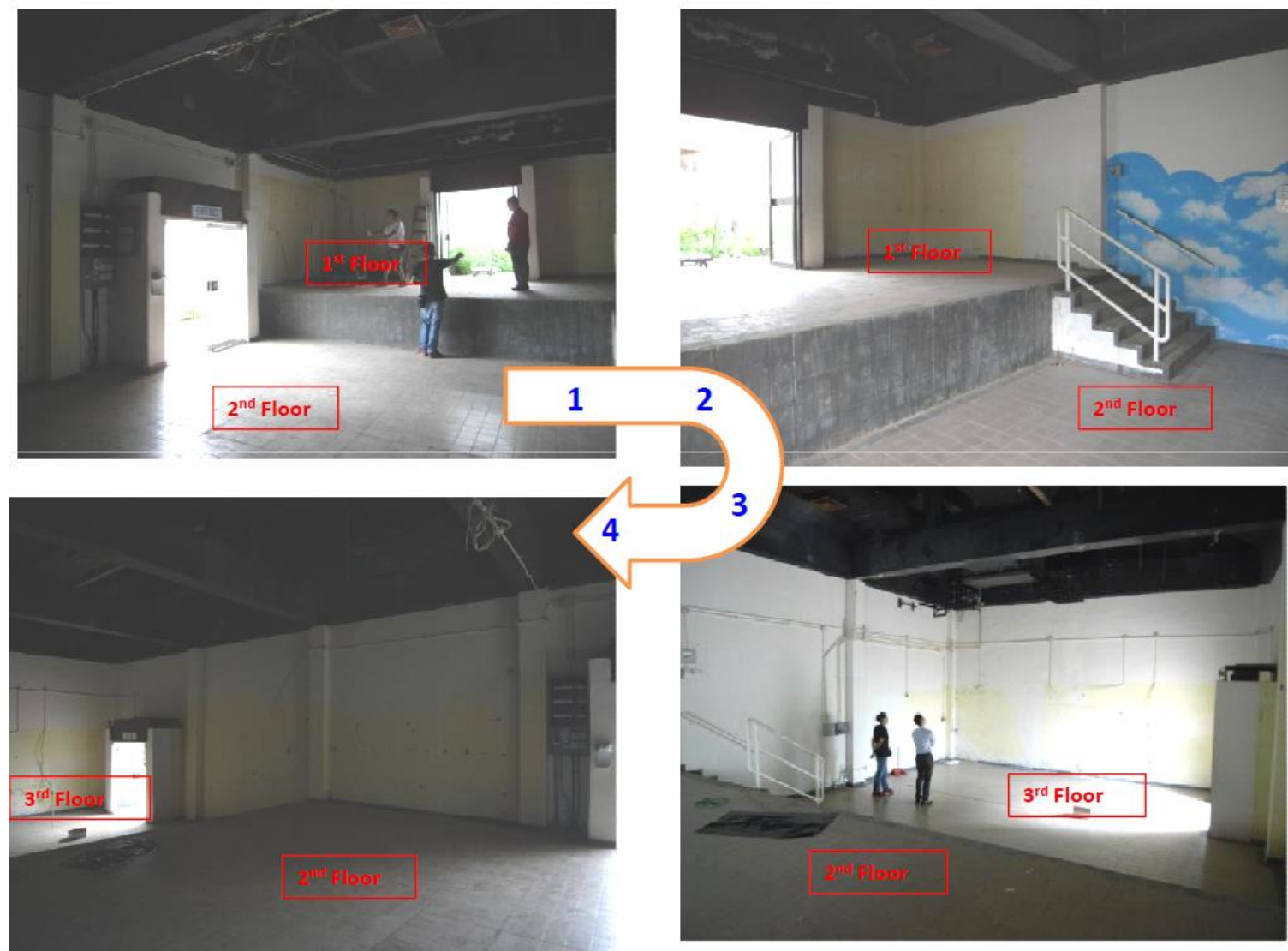
Layout Plan of Agri-Hall (Bird's eye view)



Layout Plan of Agri-Hall (Lateral view)



Photos showing the interior of the Agri-Hall



CHECKLIST FOR TENDERERS

This checklist is provided for Tenderers' reference only and does not form part of the Tender Documents. The Government does not guarantee that all required items of this Tender are included in the checklist. Tenderers should always refer to the Tender Document for the exact Tender requirements.

I. Complete and insert into the "Technical Proposal" Envelope.

Item No.	Items	"✓" if the item is provided
1.	Offer to be Bound (Part 5 of Tender Form)	
2.	Schedule of compliance/counter-proposal (if applicable)	
3.	Work plan (Schedule 3 Part B(1))	
4.	Design plan (Schedule 3 Part B(2))	
5.	Quality Assurance plan (Schedule 3 Part B(3))	
6.	Promotion plan (Schedule 3 Part B(4))	
7.	Artwork, design and portfolio (photographs, drawings etc.) of the display and exhibits designed and / or fabricated in past projects	
8.	Copies of job references (especially those with Government Departments) of similar exhibition projects in the period ten years immediately before the Tender Closing Time not including any extension pursuant to Paragraph 3.7(b) and (c) of the Terms of Tender or otherwise	
9.	Background information of the Tenderer and documentary proofs of business experience	
10.	Originals (or copies certified by its auditors) of the audited accounts	
11.	Information Schedule (Schedule 5)	
12.	Non-collusive Tendering Certificate (Schedule 6)	
13.	Copy of "Business Registration Certificate"	
14.	Other supporting documents Including (please list):	

II. Complete and insert into the "Price Proposal" Envelope.

Item No.	Items	"✓" if the item is provided
1.	Price Schedule (Schedule 1)	
2.	Method of providing the Contract Deposit (Annex II Part 1)	
3.	Form of Banker's Guarantee (Annex II Part 2) (if applicable)	