



李鄭屋官立小學

Li Cheng Uk Government Primary School

九龍深水埗東京街 43 號  
43 Tonkin Street,  
Sham Shui Po, Kowloon  
電話：2386 8049  
傳真：2361 4020

School Ref. No. : EDB LCUP/3-5/8/6 (9)

22<sup>nd</sup> April, 2024

Dear Sirs/Madams,

**Invitation for Quotation for Provision of Technical Support Services (2024-2025) for  
Li Cheng Uk Government Primary School**

This School is inviting quotations for the above services, particulars of which are provided below for your information:


Quotation Reference No. : EDB LCUP/3-5/8/6 (9)  
Subject : Provision of Technical Support Services for  
Li Cheng Uk Government Primary School  
Quotation Closing Date and time : 4:00 p.m. on 13<sup>th</sup> May, 2024

Submission of Quotations:

Quotations should be submitted in duplicate and must be clearly marked with the Quotation Reference No., the subject of the quotation and the quotation closing date and time on the outside of the envelope (but should not bear any indication which may relate the quotation to the service provider), addressed to **The Chairman, Quotation Opening Team, EDB Li Cheng Uk Government Primary School**, sealed and deposited in the **EDB Li Cheng Uk Government Primary School Quotation Box** situated at **43 Tonkin Street, Sham Shui Po, Kowloon** before the quotation closing date and time specified. **Late quotations will not be considered.**

Interested service providers are requested to download the necessary documents directly from our school website: [www.lcu.edu.hk](http://www.lcu.edu.hk). Should you have any enquiries, please contact Miss Christine Fung at 2386 8049.

Yours faithfully,

  
( Ms TANG Sui-fan )  
Deputy Headmistress



**ACKNOWLEDGEMENT**

\*We are pleased to acknowledge receiving your invitation to submit acquisition proposal dated \_\_\_\_\_ . For future inquiries please phone \_\_\_\_\_ at number \_\_\_\_\_ .

\*We regret that we are unable to quote because \_\_\_\_\_  
\_\_\_\_\_

Signature : \_\_\_\_\_

Company Chop:



*\*Delete where inappropriate.*

Quotation Ref.: EDB LCUP/3-5/8/6(9)

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

**EDUCATION BUREAU**

**INVITATION TO QUOTATION**

**Provision of Technical Support Service for  
Li Cheng Uk Government Primary School**

**Quotation Reference: EDB LCUP/3-5/8/6(9)**

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**PART 1**

**LODGING OF QUOTATION**

A Quotation must be duly completed and signed in DUPLICATE and enclosed in a sealed plain envelope marked “**Quotation Ref.: EDB LCUP/3-5/8/6(9)- Quotation for Provision of Services for Provision of Technical Support Service for Li Cheng Uk Government Primary School**”, deposited in the Li Cheng Uk Government Primary School Quotation Box located at 43 Tonkin Street, Sham Shui Po, Kowloon, Hong Kong **BEFORE 4:00 p.m. on 13 May 2024 (Monday)** (Hong Kong Time).

Late quotations will not be accepted.

The Government of the Hong Kong Special Administrative Region  
Education Bureau

**Provision of Technical Support Service for  
Li Cheng Uk Government Primary School**

**PART 2  
INTERPRETATION**

1. In the Quotation Documents, the following words and expressions shall have the respective meanings ascribed to them unless the context otherwise requires:-

“Appendix”	means an appendix attached to the Quotation Documents;
“Conditions of Contract”	means the Conditions of Contract set out in Part 4 of the Quotation Documents;
“Confidential Information”	means all the materials, data and information which may come to the Contractor’s knowledge in connection with, incidental to or in the course of carrying out of the Services, recommendations, advice or tests made, given or undertaken by the Contractor in connection with the performance of its obligations hereunder, any other information and data which the Government considers secret, confidential or commercially sensitive;
“Contract”	means the contract entered into between the Government and the Contractor with regard to the provision of the Services, the terms and conditions of which are contained in these Quotation Document;
“Contract Period”	means the period of the Contract and any extension thereof as described in Clause 1 of Part 4 “Conditions of Contract”;
“Contract Price”	means the actual amount calculated in accordance with Clause 10 of Part 4 “Conditions of Contract”, 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 Service Provider whose Quotation is accepted by the Government;
“Deliverables”	means all materials of whatsoever nature (tangible or intangible) designed, developed, prepared, produced or created by the Contractor, being the work product and/or services

- required to be produced/furnished under the Contract including without limitation those referred to in the Schedule of Services;
- “EDB” or “Education Bureau” means the Education Bureau of the Government;
- “Estimated Contract Price” means the amount specified in Part 6 “Price Proposal” under the heading “Estimated Contract Price”. For the purpose of the Contract, “Estimated Contract Price” means the estimated contract price accepted by the Government;
- “Force Majeure Event” means:
- (a) any supervening outbreak of war affecting Hong Kong and/or any other parts of the PRC, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the PRC, civil war, riot, civil disturbances, fire if not caused or contributed to by the Contractor, its related persons (as defined in Paragraphs 23.6 and 23.7 of Part 3 “Terms of Quotation”) or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God;
  - (b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Contractor, its related persons (as defined in Paragraphs 23.6 and 23.7 of Part 3 “Terms of Quotation”) or any employee or agent or ex-employee or ex-agent thereof; or
  - (c) any supervening epidemic outbreak affecting Hong Kong and/or Shenzhen;
- and which, in any case of (a), (b) and (c) above, prevents the performance of the duties and obligations of any party hereunder;
- “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 Representative” means the Permanent Secretary for Education acting for and on behalf of the Government or any officer as he may from time to time authorise to exercise his rights and perform his duties under the Contract;

“HK Dollar”, “HK\$”	means the Hong Kong Dollar, the lawful currency of Hong Kong;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“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 Quotation”	means this invitation to quotation for the provision of the Services to the Government on the terms and conditions set out in the Quotation Documents;
“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 (whether individually or collectively or jointly with the Government) including without limitation, any reports, summaries, photos and videos taken, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Contractor in relation to the Services recorded or stored by whatever means;
“Non-collusive Quotation Certificate”	means a document known as such and in the form of Part 11 for completion and submission by the Service Provider as part of its Quotation under Paragraph 12.2 of the “Terms of Quotation”;
“Original Quotation Closing Date”	means the date specified in Part 1 “Lodging of Quotation” as the latest date before which Quotations must be deposited with the Government, regardless of whether the date has been extended subsequently;
“PRC”	means the People’s Republic of China;
“Quotation”	means an offer to provide the Services as submitted by a Service Provider in response to the Invitation to Quotation;

“Quotation Closing Date”	means the date specified in Part 1 “Lodging of Quotation” as the same may be extended by the Government from time to time in accordance with Paragraph 4.13(b) of Part 3 “Terms of Quotation”;
“Quotation Closing Time”	means the time on the Quotation Closing Date before which Quotations must be deposited with the Government in the manner stipulated in Part 1 “Lodging of Quotation” as the same may be extended from time to time in accordance with Paragraph 4.13(b) of Part 3 “Terms of Quotation”;
“Quotation Documents”	means the documents specified in Paragraph 1 of Part 3 “Terms of Quotation”;
“Service Provider”	means the firm or organization which has submitted a Quotation in response to the Invitation to Quotation;
“Services”	means all the work and services to be performed by the Contractor and referred to in the “Schedule of Services”;
“School”	means Li Cheng Uk Government Primary School since LCUGPS is a government school, the School also refers to the Government;
“Specified Quotation Box”	Li Cheng Uk Government Primary School Quotation Box located at 43 Tonkin Street, Sham Shui Po, Kowloon, Hong Kong;
“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 Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any time during the normal business hours.

2. In the Quotation Documents, unless the context otherwise requires, 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 Quotation Documents 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 Quotation Documents or the Contract;
- (e) references to “Service Provider” 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 Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
- (h) references to “laws” and “regulations” shall include any constitution provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity, regardless of the jurisdiction;
- (i) any word or expression to which a specific meaning has been attached in any part of the Quotation Documents shall bear such meaning whenever it appears in the same and other parts of the Quotation Documents;
- (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 Quotation Documents 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 Quotation Documents 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.
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.
  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.
  5. Unless otherwise provided for in the Quotation Documents, all Quotations and payments shall be made in Hong Kong Dollars.

The Government of the Hong Kong Special Administrative Region  
Education Bureau

**Provision of Technical Support Service for  
Li Cheng Uk Government Primary School  
PART 3**

**TERMS OF QUOTATION**

**1. Quotation Documents**

The Quotation Documents identified as EDB LCUP/3-5/8/6(9) consist of the following documents:

- Part 1 Lodging of Quotation
  - Part 2 Interpretation
  - Part 3 Terms of Quotation
  - Part 4 Conditions of Contract
  - Part 5 Schedule of Services
  - Part 6 Price Proposal
  - Part 7 Statement of Compliance
  - Part 8 Offer to be Bound
  - Part 9 Information Schedule
  - Part 10 Non-collusive Quotation Certificate
- Appendices
- Appendix A – Checklist for Quotation
  - Appendix B – Contact Details

Unless otherwise defined, each of the above documents constituting the Quotation Documents or the Contract (as the case may be) shall be referred to in the Quotation Documents or Contract using the terms of references set out above.

## **2. Invitation to Quotation**

- 2.1 Unless otherwise specified in the Quotation Documents, Quotations are invited for the provision of all of the Services subject to and in accordance with the terms and conditions contained in Quotation Documents.
- 2.2 A Service Provider should read the Quotation Documents carefully prior to submitting a Quotation and ensure that it understands all requirements of the Quotation Documents.
- 2.3 A Service Provider should obtain such independent advice from its own advisers as it considers appropriate.
- 2.4 A Service Provider should check the numbers of pages of the Quotation Documents. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.
- 2.5 A Service Provider will be regarded to be thoroughly conversant with all aspects of the Quotation Documents (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Quotation or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Service Provider or any neglect or failure of the Service Provider to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.
- 2.6 No error, mistake, neglect or failure by a Service Provider shall affect any provision of the Quotation Documents (including the Contract) or relieve the Service Provider from any of its obligations or liabilities under the Quotation Documents (including the Contract). For the avoidance of doubt, a successful Service Provider shall not be entitled to any additional payment, compensation or allowance by reason of any such error, mistake, neglect or failure. If a Service Provider 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 Quotation Documents or the Contract.
- 2.7 Information, statistics and forecasts set out in the Quotation Documents are provided for a Service Provider'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.
- 2.8 Without prejudice to Paragraph 2.7 above, the estimated requirement of the Services specified in Part 6 "Price Proposal" or Part 5 "Schedule of Services" (if any) is/are estimate(s) of the Services that may be required by the Government. They are given for a Service Provider'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 Education Bureau and the successful Service Provider must accept any increase or decrease of the stated estimates.

- 2.9 By submitting a Quotation, a Service Provider will be regarded to have agreed to all terms and conditions set out in the Quotation Documents.

### 3. Supplementary Information/Quotation Addenda

All supplementary information or quotation addenda to the Invitation to Quotation will be provided in writing by the Government and forwarded to all prospective Service Providers who have registered with the Government when obtaining a copy of the Quotation Documents.

### 4. Quotation Preparation and Submission

- 4.1 Save in accordance with the terms of the Quotation Documents, a Service Provider must not alter any provision of the Quotation Documents.
- 4.2 A Service Provider shall **quote the prices for the Services in Part 6 “Price Proposal”**. Prices quoted shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor.
- 4.3 **Figures contained in a Quotation should not be altered or erased** unless the same is effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be **initialled by the Service Provider in ink**.
- 4.4 A Service Provider shall complete and submit Part 7 “Statement of Compliance” with its Quotation before the Quotation closing time. Otherwise, its Quotation **will not be considered further**. Besides, a Service Provider shall confirm in Part 7 “Statement of Compliance” that its Quotation submitted complies fully with all the requirements in every respect as stipulated in Part 3 “Terms of Quotation”, Part 4 “Conditions of Contract” and Part 5 “Schedule of Services” of the Quotation Documents. Failure to do so will render its Quotation **not to be considered further**.
- 4.5 (a) A Service Provider is required to complete and sign Part 8 “Offer to be Bound”. **Failure to submit a duly signed “Offer to be Bound” before the Quotation Closing Time will render a Quotation invalid and not to be considered further.**
- (b) A Service Provider must have legal capacity to enter into Contract with the Government in its own name.
- (c) The Government may seek clarifications from the Service Provider for the purpose of clarifying whether the Service Provider has the legal capacity to enter into Contract with the Government in its own name, e.g. whether the Service Provider is a legal entity incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or under other overseas legislation. The Government may also require the Service Provider to furnish documentary evidence to

prove that it has the legal capacity to enter into Contract with the Government.

- 4.6 A Quotation must be completed in either English or Chinese and in accordance with other requirements of the Quotation Documents. The Government will not consider a Quotation that is completed in any other language.
- 4.7 A Service Provider shall submit, in the following manner, its completed Quotation together with all information and documents required under the Quotation Documents or relevant to its Quotation in accordance with the terms of the Quotation Documents. A Quotation not so submitted (for example, a Quotation submitted by e-mail or facsimile) will not be considered. Quotation Submission:  
The Quotation shall be completed in ink or typescript and submitted in duplicate in accordance with Part 1 “Lodging of Quotation”.
- 4.8 The Government may not consider a Quotation if:
- (a) false, inaccurate or incorrect information is given in the Quotation;
  - (b) complete information (including descriptive literature, catalogues and any other document required under any provision of the Quotation Documents) is not given with the Quotation; and
  - (c) any particulars or data requested for in the Quotation Documents is not furnished in full in the Quotation.
- 4.9 When completing the Quotation Documents (including the Offer to be Bound), a Service Provider shall ensure that the name of the Service Provider is the same as the name shown in:
- (a) if the Service Provider is a company incorporated in Hong Kong:
    - (i) the Certificate of Incorporation of the Service Provider; or
    - (ii) if there is a change of name of the Service Provider since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Service Provider;
  - (b) if the Service Provider is a sole proprietorship or a partnership, the latest business registration certificate of the Service Provider; or
  - (c) if the Service Provider is formed, established or incorporated outside Hong Kong, a document equivalent to Paragraph 4.9 (a)(i), (a)(ii) or (b) above (as the case may be) issued by a governmental or competent authority of the place where the Service Provider is formed, established or incorporated.

#### 4.10 Execution and Submission of Quotations

A Quotation submitted will be regarded to have submitted by a Service Provider or authorized to have been submitted by a Service Provider (as the case may be) if the submitted Part 9 “Offer to be Bound” is signed in the following applicable manner:

- (a)
  - (i) if the Service Provider is a sole proprietorship, the Service Provider signing the Quotation in the name of the Service Provider (or of the sole proprietorship), or a person authorised by the Service Provider signing the Quotation for and on behalf of the Service Provider;
  - (ii) if the Service Provider is a partnership, one or more partner(s) of the Service Provider signing in the name of the partnership (and in the case of limited partnership, that partner must be a general partner); or a person authorised by the partnership, signing the Quotation for and on behalf of the Service Provider; or
  - (iii) if the Service Provider is a body corporate, one or more persons who are duly authorised by the Service Provider signing the Quotation for and on behalf of the Service Provider.
- (b) If a Service Provider is an institution, it should fill in the name of the institution in paragraph 5 of Part 9 “Offer to be Bound” and the location of the institution in paragraph 6 of Part 9 “Offer to be Bound”. It should also fill in all other paragraphs in Part 9 “Offer to be Bound” and insert “Not Applicable” where appropriate. It shall also be signed by one or more persons who are duly authorised by the Service Provider signing the Quotation for and on behalf of the Service Provider.
- (c) A Service Provider must have **legal capacity** to enter into contract with the Government in its own name. Failure to comply with this requirement shall render a Quotation invalid and the Quotation **will not be considered further**.
- (d) A faculty, school, department, college, institute, language centre, research centre, training centre, skill centre and other kinds of centre, unit or organisation established by an institution and which is not incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or the former Companies Ordinance as defined by section 2(1) of Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or under other overseas legislation shall not submit a Quotation in its own name.

- (e) The Government may seek clarifications from the Service Provider for the purpose of clarifying whether the Service Provider has the legal capacity to enter into contract with the Government in its own name e.g. whether the Service Provider is a legal entity incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or under other overseas legislation. The Government may also require the Service Provider to furnish documentary evidence to prove that it has the legal capacity to enter into contract with the Government.

#### 4.11 Contents of Quotation Proposal

A Quotation submitted by the Service Providers **should include the following in duplicate**:

- (a) **The price quotations in Part 6 “Price Proposal”;**
- (b) **Part 7 “Statement of Compliance” duly signed;**
- (c) **Part 8 “Offer to be Bound” duly signed;**
- (d) **Part 9 “Information Schedule”;**
- (e) **Part 10 “Non-collusive Quotation Certificate”;**
- (f) **Appendix A - Checklist for Quotation;**
- (g) **Appendix B - Contact Details;**
- (h) **Documents as required in Paragraph 30 of the “Terms of Quotation”.**

4.12 The Service Provider must submit all of the following in its Quotation before the Quotation Closing Time, otherwise its Quotation **will not be considered further**:

- (a) **a duly signed Part 8 “Offer to be Bound” in English or Chinese containing an original signature by or on behalf of the Service Provider. Other than printing from a copy of Part 8 “Offer to be Bound” obtained from the Government or photocopying of Part 8 “Offer to be Bound”, other means of reproduction by the Service Provider (e.g. by retyping) of Part 8 “Offer to be Bound” for Quotation submission is not acceptable;**

- (b) **the price quotations in Part 6 “Price Proposal”;**
- (c) **Part 7 “Statement of Compliance” duly signed; and**

#### 4.13 Lodging of Quotation

- (a) A Quotation must be deposited in the Specified Quotation Box before the Quotation Closing Time. A Quotation deposited in the Specified Quotation Box at or after the Quotation Closing Time, or a Quotation not deposited in the Specified Quotation 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/are in force for any duration between 7:00a.m. and 4:00p.m. on the date and time specified in Part 1 “Lodging of Quotation”, the Quotation Closing Time will be postponed to 4:00p.m. on the first working day after the Tropical Cyclone Warning Signal No. 8 is lowered, or the Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force.

### 5. Quotations to Remain Open

- 5.1 A Quotation once submitted by a Service Provider will be binding on the Service Provider.
- 5.2 A Quotation shall remain valid and open for acceptance for a period of not less than ninety (90) days after the Quotation Closing Date (“Quotation Validity Period”).
- 5.3 If a Service Provider does not state in its Quotation the period for which the Quotation is to remain valid and open for acceptance, the Quotation Validity Period of that Quotation will be 90 days after the Quotation Closing Date.
- 5.4 If a Service Provider offers in its Quotation a period that is shorter than 90 days, the Government will clarify with the Service Provider concerned, in which case the Service Provider must confirm compliance with Paragraph 5.2 above within 5 working days or such other period as specified by the Government without any other change to the Quotation (except any change made in response to any clarification by the Government pursuant to Paragraph 19 (Request for Information) of the “Terms of Quotation”). If the Service Provider fails to confirm compliance with Paragraph 5.2 above within the specified deadline or, despite confirming compliance therewith, introduces any change to the Quotation not in response to any clarification by the Government pursuant to Paragraph 19 of the Terms of Quotation, its Quotation will not be considered further.



- 5.5 If before expiry of the Quotation Validity Period, a Service Provider withdraws its offer, the Government will take due notice of the Service Provider's action and this may well prejudice its future standing as a Government contractor.

## **6. Prices**

- 6.1 Unless otherwise provided for in the Quotation Documents, a Service Provider shall quote all the prices requested for in the Quotation Documents in Hong Kong Dollars. Such prices shall be net prices allowing for all trade and cash discounts. The prices shall cover all expenses incidental to the due and proper performance of the Contract by the Contractor.
- 6.2 Prices quoted by a Service Provider shall only be shown in Part 6 "Price Proposal".
- 6.3 A Service Provider must quote fixed prices. A Quotation with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- 6.4 A Service Provider should make sure that all prices quoted in its Quotation are accurate before it submits the Quotation. The Service Provider shall be bound by the Quotation prices quoted in its Quotation if the Quotation is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).
- 6.5 Without prejudice to the generality of the "Terms of Quotation", the Government may require a Service Provider who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that such a Service Provider is capable of carrying out and completing the Contract. The Government may reject the Quotation if the Service Provider fails to so justify and demonstrate to the Government's satisfaction.

## **7. Requirement of Sexual Conviction Record Check**

- 7.1 For conform to the requirement towards the Service Provider to deploy employees in performing works relating to children or mentally incapacitated people, the service provider should act in accordance to the law and instruct its employees to undergo the Sexual Conviction Record Check with the Hong Kong Police Force under the Sexual Conviction Record Check Scheme. Consent from the employee is required for the Police to disclose the checking result via the automated telephone enquiry system. The Service Provider should seek consent from its employees for the submission of the computer generated passcode to verify the checking results, which the School should be informed in writing. The School has the right to, at any time, request the Service Provider to verify the Sexual Conviction Record Check results of its employees deployed at the School.

If more than one (1) relevant contract is quoted as proof of experience, the overlapping period between contracts in each kind of experience will only be counted once when counting the length of aggregate years of experience for such kind of experience.

## **8. Cancellation of Quotation**

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

## **9. Counter-Proposals**

- 9.1 A Service Provider must not submit any proposal that has the effect of varying or modifying (a) the Part 5 "Schedule of Services" or (b) any essential requirements specified in the Quotation Documents.
- 9.2 If a Service Provider fails to comply with Paragraph 9.1 above, its Quotation will be disqualified and will not be further considered by the Government.
- 9.3 Subject to Paragraph 9.1 above, if a Service Provider 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 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 "[ ]".
- 9.4 Any Counter-Proposal that is not submitted in accordance with Paragraph 9.3 above will not be considered by the Government and will not be regarded to form part of the Quotation submitted by a Service Provider. In such event, the Service Provider shall be deemed to have agreed to the original term to which the Counter-Proposal relates and the Government will continue to consider the Service Provider's Quotation on this basis.

- 9.5 Notwithstanding and without prejudice to the aforesaid, the Government may negotiate with the Service Provider 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 Quotation as it is without the Counter-Proposal.

## **10. Authenticity of Documents Submitted**

All documents submitted by a Service Provider to the Government in relation to its Quotation shall be original documents or certified true copies of the original documents. If a Service Provider 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 Quotation.

## **11. Personal Data Provided**

- 11.1 All personal data provided in a Quotation will be used by the Government for the purposes of the Invitation to Quotation and all other purposes arising from or incidental to it (including for the purposes of quotation evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Quotation).
- 11.2 By submitting a Quotation, a Service Provider is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Quotation, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Paragraph 11.1 above.
- 11.3 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 Quotation.
- 11.4 Enquiries concerning the personal data collected by means of the Invitation to Quotation, including the making of access and corrections, should be addressed to Ms TANG-Sui fan, Deputy Headmistress of the school.

## **12. Warranty against Collusion**

- 12.1 The Service Provider must ensure that the Quotation is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (excepted as provided in Paragraph 3 of the Non-collusive Quotation Certificate referred to in Paragraph 12.2 below), regarding, amongst other things, price, quotation submission procedure or any terms of the Quotation. 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). Service Providers who engage in

bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

- 12.2 The Service Provider shall complete and submit to the Government a Non-collusive Quotation Certificate (in the form set out in Part 11) as part of its Quotation.
- 12.3 In the event that a Service Provider is in breach of any of the representations, warranties and/or undertakings in Paragraph 12.1 above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 12.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government.
- 12.4 By submitting a Quotation, a Service Provider 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 12.1 above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 12.2 above.
- 12.5 A breach by a Service Provider of any of the representations, warranties and/or undertakings in Paragraph 12.1 above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 12.2 above may prejudice its future standing as a Government contractor or service provider.
- 12.6 The rights of the Government under Paragraphs 12.3 to 12.5 are in addition to and without prejudice to any other rights or remedies available to it against the Service Provider.

### **13. Warning against Bribery**

- 13.1 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 Service Provider or any of its officers (including directors), employees or agents will render its Quotation null and void.
- 13.2 The successful Service Provider 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 Service Provider 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.

### **14. Environmental Protection**

- 14.1 Service Providers are requested to minimise the impact of their activities on the

environment.

14.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Quotation 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.

### **15. Service Provider's Commitment**

15.1 All Quotations, information and responses from a Service Provider must be submitted in writing. Each of them is the representation of the Service Provider and will, if accepted by the Government, be incorporated into and made part of the Contract in such manner as the Government considers appropriate.

15.2 The Government reserves the right not to consider a Quotation that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Paragraph 15.1 above.

### **16. New Information**

A Service Provider should inform the Government in writing immediately of any factor which might affect its ability to meet any requirements of the Quotation Documents. The Government reserves the right not to consider a Service Provider's Quotation further if the Service Provider's continued ability to meet such requirements is in doubt.

### **17. Contractors' Performance Monitoring**

If a Service Provider 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.

### **18. Cost of Quotation**

A Service Provider shall submit its Quotation at its own cost and expense. The Government shall not be liable for any costs and expenses whatsoever incurred by a Service Provider in connection with the preparation or submission of its Quotation, 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 Service Provider, and (c) presenting the Service Provider's reference sites and equipment to the Government Representative during the site visits, whether before or after the Quotation Closing Time.

## **19. Request for Information**

19.1 In the event that the Government determines that:

- (a) clarification in relation to any Quotation is necessary; or
- (b) a document or a piece of information, other than the document or information set out in Paragraph 19.2 below, is missing from any Quotation,

it may, but is not obliged to, request the Service Provider concerned to make the necessary clarification, or submit the required document or information. Each Service Provider 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 Quotation 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 Quotation further or may proceed to evaluate the Quotation on an “as is” basis.

19.2 The document and information not covered by Paragraph 19.1 above are:

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

19.3 Service Providers should also note that the Government will not consider any clarification or information submitted by a Service Provider after the Quotation 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 Service Provider’s Quotation in substance or give the Service Provider an advantage over the other Service Providers.

## **20. Service Provider’s Enquiries**

20.1 Any enquiries from the Service Provider concerning the Quotation Documents up to the date of lodging its Quotation with the Government shall be in writing and shall be sent to the address or fax number below:

IT Stream Personnel  
Li Cheng Uk Government Primary School,  
43 Tonkin Road, Sham Shui Po, Kowloon,  
Facsimile: (852) 23614020

no later than three (3) working days before the Quotation Closing Date. The request shall be submitted in the manner specified in Paragraph 21.1 of the “Terms of Quotation”.

- 20.2 After lodging a Quotation with the Government, the Service Provider shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Quotation or the Quotation Documents. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Service Provider thereto shall be in writing or formally documented in writing.
- 20.3 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 Service Provider 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 Service Provider or prospective Service Provider to rely on such statement. No such statement shall form part of the Quotation Documents or alter, negate or constitute a waiver of any provision of the Quotation Documents.

## **21. Communication with the Government**

- 21.1 All communications given or made by the Government or a Service Provider in relation to the Invitation to Quotation shall be in writing and sent or delivered to the other party in the manner provided in Clause 27 of Part 4 “Conditions of Contract”, save that the Government may, by prior notice to a Service Provider, require the Service Provider to send or deliver a written communication by post or facsimile only. A Service Provider shall complete Appendix B and should note that the Government will not accept the use of a postal box as the Service Provider’s correspondence address for any purpose whether before or after the award of the Contract.
- 21.2 All communications in relation to the Invitation to Quotation shall be conducted directly between the Government and the Service Provider irrespective of the number of sub-contractors involved.

## **22. Negotiations**

The Government reserves the right to negotiate with any Service Provider in relation to the Service Provider’s Quotation and/or the Contract.

## **23. Government Discretion**

- 23.1 Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Service Provider on grounds including any one of the following:
- (a) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award or an order is made or a resolution is passed for the winding up or bankruptcy of the Service

Provider or a related person of the Service Provider;

- (b) the Service Provider has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Quotation or in any subsequent submission by the Service Provider or communication between the Government and the Service Provider since submission of that Quotation;
- (c) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that anything(s), service(s) or material(s) to be supplied or recommended by the Service Provider in its Quotation infringes any Intellectual Property Rights or any other rights of any person (“IPR infringement”) (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Quotation Closing Date and up to the time of Contract award); or (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Service Provider or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Quotation Closing Date and up to the time of Contract award;
- (d) any time during the twenty-four (24) months prior to the Quotation Closing Date or between the Quotation Closing Date and the award of the Contract, the Service Provider or a related person of the Service Provider (as defined in Paragraphs 23.6 and 23.7 below and including those who were in such capacity any time within the same period, i.e., twenty-four (24) months prior to the Quotation Closing Date or between the Quotation Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficienc(ies) in the performance of any requirement or obligation under any other Government contract awarded by the Permanent Secretary for Education regardless of whether the default(s) or deficienc(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficienc(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficienc(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficienc(ies) has been remedied (“Contract Default(s)”); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Service Provider to perform the Contract to be awarded in this Invitation to Quotation;
- (e) (i) the Service Provider; or (ii) a related person of the Service Provider; or (iii) a director or management staff of the Service Provider or those of the related person of the Service Provider, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting,



corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Quotation Closing Date and thereafter up to the time of Contract award;

- (f) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Quotation Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Service Provider or a related person of the Service Provider or a director or management staff of the Service Provider or those of the related person of the Service Provider; professional misconduct includes any breach of the Good Industry Practice; or
- (g) any failure of the Service Provider to pay taxes to the Government during a period of five (5) years preceding the Quotation Closing Date and up to the time of Contract award.

The grounds specified in Paragraphs 23.1(a) to 23.1(g) are separate and independent, and shall not be limited by reference to or inference from the other of them.

23.2 For the purposes of Paragraph 23.1 above, each Service Provider shall provide at the time of submission of its Quotation (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 23.1(a) above;
- (b) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Paragraph 23.1(c) above;
- (c) details of all Contract Default as mentioned in Paragraph 23.1(d) above;
- (d) details of conviction as mentioned in Paragraph 23.1(e) above in Hong Kong, any other part of the PRC or any overseas jurisdiction;
- (e) details of any professional misconduct or act or omission as mentioned in Paragraph 23.1(f) above; and
- (f) details of any failure to pay taxes as mentioned in Paragraph 23.1(g) above.

If none of the events as mentioned in Paragraphs 23.1(a) to 23.1(g) above has ever occurred within the applicable period as mentioned above, the Service Provider shall provide a statement to that effect by completing the relevant part of the "Information Schedule" at the time of submission of its Quotation. If found missing, the Government reserves the right to seek clarification pursuant to Paragraph 23.3 below. The information provided by the Service Provider is

not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred.

- 23.3 In addition to the information mentioned in Paragraph 23.2 above, the Government reserves the right (but not obligation) to request from a Service Provider or a related person of the Service Provider or director or management staff of the Service Provider or those of the related person of the Service Provider or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Paragraph 23.1 above.
- 23.4 If the Service Provider fails to comply with the request made by the Government pursuant to Paragraph 23.3 above within such time as required by the Government, the Government may disqualify the Service Provider pursuant to Paragraph 19 of the "Terms of Quotation". If the Service Provider has submitted false, inaccurate or incomplete information, the Government may disqualify the Service Provider pursuant to Paragraph 23.1(b) above.
- 23.5 In providing the information required under Paragraphs 23.2 and 23.3 above, the Service Provider may show cause to satisfy the Government in relation to any of the events as mentioned in Paragraph 23.1 above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Service Provider to perform the Contract to be awarded in this Invitation to Quotation.
- 23.6 If the Service Provider is a company, the expression "related person" of the Service Provider 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 Service Provider ("majority shareholder");
  - (b) a holding company or a subsidiary of the Service Provider;
  - (c) a holding company or a subsidiary of a majority shareholder (being a company) of the Service Provider;
  - (d) a company in which a majority shareholder (being an individual) of the Service Provider 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).

- 23.7 If the Service Provider is a sole proprietor or partnership, the expression "related person" includes any one of the following:
- (a) any partner of the Service Provider (if it is a partnership);

Quotation Ref.: EDB LCUP/3-5/8/6(9)

- (b) the spouse, parent, child, brother or sister of the Service Provider, 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 Service Provider or any partner of the Service Provider beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

23.8 References to related persons of the Service Provider, directors and management staff of the Service Provider or those of a related person in any of the applicable Sub-paragraph of Paragraph 23.1 above include persons who were in such capacity at such time of the event referred to in that Sub-paragraph.

## 24. Quotation Evaluation

Without prejudice to other rights and powers of the Government not to consider a Quotation under other applicable provisions in the Quotation Documents, the evaluation of Quotation will be conducted as follows:

### (a) Completeness Check

A completeness check will be conducted by checking whether a Quotation has been submitted in accordance with the procedural requirements stipulated in the Quotation Documents. If a Service Provider fails to submit:

- (i) price quotations in Part 6 “Price Proposal”;
- (ii) Part 7 “Statement of Compliance” duly signed; and
- (iii) Part 8 “Offer to be Bound” duly signed

before the Quotation Closing Time, its Quotation will not be considered further.

### (b) Assessment of Compliance with Essential Requirements

A Quotation will be checked for its compliance with the essential requirements as detailed in the Quotation Documents. A Quotation which fails to meet any of the essential requirements will not be considered further.

### (c) Price Assessment

The Contract Price as quoted in Part 6 “Price Proposal” will be used in the price assessment.

## 25. Award of Contract

Quotation Ref.: EDB LCUP/3-5/8/6(9)

- 25.1 Subject to the other provisions of the Quotation Documents, the Government will normally award the Contract to the Service Provider which the Government has determined to be capable of fulfilling the terms of the Contract and whose Quotation passes the completeness check, conforms to all the essential requirements stipulated in the Quotation Documents and offers the lowest Estimated Contract Price among all the Quotations.
- 25.2 Each Service Provider acknowledges that the Government may elect at its sole option to accept all or any part of the Service Provider's Quotation.
- 25.3 The Government is not bound to accept the Quotation with the lowest Contract Price or any Quotation and reserves the right to accept all or any part of any Quotation at any time within the Quotation Validity Period.

## **26. Acceptance**

- 26.1 Quotations will be considered on an overall basis. Partial quotations will not be considered. A Quotation shall not be regarded to have been accepted by the Government unless the Government issues to the successful Service Provider an acceptance in writing ("Quotation Acceptance") and send it by either post or facsimile transmission to the successful Service Provider's address or facsimile number (as the case may be) specified in Appendix B. A binding Contract between the Government and the successful Service Provider is only constituted:
  - (a) if the Quotation Acceptance is sent by post, at the time of posting; or
  - (b) if the Quotation Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Government's facsimile machine, confirming that the Quotation Acceptance has been transmitted to the aforementioned facsimile number.
- 26.2 Service Providers who do not receive any notification within the Quotation Validity Period should assume that their Quotations have not been accepted.

## **27. Complaints about Quotation Process or Contract Award**

The quotation process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Service Provider who feels that its Quotation has not been fairly evaluated may write to the Permanent Secretary for Education who will examine the complaint and refer it to the approving authority for consideration if the complaint relates to the quotation system or procedures followed. The Service Provider should lodge the complaint within three (3) months after the award of Contract.

## **28. Documents of Unsuccessful Service Providers**

The Government may destroy all documents submitted by unsuccessful Service Providers three (3) months after the Contract has been constituted under Paragraph 26.1 above.

**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 Service Provider) without any further reference to or consent from the successful Service Provider or any other Service Provider:

- (a) a brief description of the Services provided or to be provided by the successful Service Provider;
- (b) the Estimated Contract Price and any other fees, cost and expense payable to the successful Service Provider pursuant to the Contract;
- (c) the engagement by the Government of the successful Service Provider under the Contract and the name and address of the successful Service Provider; and
- (d) the date of award of the Contract.

29.2 Nothing in Paragraph 29.1 above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Service Provider (successful or unsuccessful) or its Quotation (whether or not the information is specified in Paragraph 29.1 above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):

- (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 (including because of any disclosure under Paragraph 29.2(a) above);
- (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;
- (e) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (f) without prejudice to the power of the Government under Paragraph 29.1 above, to the extent the information relates to a Service Provider, with the prior written consent of that Service Provider.

**30. Company/Business Organisation Status**

30.1 A Service Provider shall provide the following details/documents relating to itself in Part 9 “Information Schedule”:

- (a) name and principal place of business of the Service Provider;
- (b) length of business experience;
- (c) shareholders/partners/proprietor of the Service Provider and their percentage of ownership;
- (d) names of the following:
  - i) managing director and other directors;
  - ii) partners; or
  - iii) sole proprietor;
- (e) a copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Service Provider is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Service Provider does not carry on business in Hong Kong, the equivalent document issued by the authority of the place of business of the Service Provider;
- (f) if the Service Provider is a company, its Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any); or the equivalent documents issued by the authority of the place of incorporation of the Service Provider if the Service Provider was not incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance);
- (g) if the Service Provider is a company incorporated in Hong Kong or is a registered non-Hong Kong company under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or the equivalent documents issued by the authority of the place of incorporation of the Service Provider if the Service Provider was not incorporated or registered under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance);

- (h) place and date of its incorporation or formation;
- (i) business profile information of the Service Provider including the number and location of full time/contract employees, core business strategies and strength, and industry expertise;
- (j) notwithstanding the deeming provision specified in Paragraph 4.10 of the “Terms of Quotation”, a Service Provider shall provide a certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Quotation. This requirement shall always be applicable to a Service Provider which is a company regardless of the mode of submission of Quotation. In the case that a Service Provider is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Quotation shall also be required if the signatory of the “Offer to be Bound” is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be);
- (k) where a Service Provider is not a company, a partnership, or a sole proprietorship, some of the information mentioned in the foregoing Sub-clauses of this Paragraph 30.1 may not apply and may not be available. Regardless of the mode of submission of its Quotation, the Government reserves the right to request such relevant information and documents in relation to the Service Provider to ascertain the identity of the Service Provider as well as to ensure that the submission of the Quotation has been duly authorised and approved; and
- (l) names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Service Provider.

30.2 If a Service Provider 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 Service Provider and acceptable to the Government may be requested by the Government. The legal opinion, if required, should be made available upon request during the Quotation Validity Period. Upon such request, the Service Provider shall provide such legal opinion covering the following issues and any other issues as may be required by the Government:

- (a) the Service Provider is duly incorporated, formed or established and validly existing and in good standing under the laws of the place of the Service Provider’s incorporation, formation or establishment and that the Service Provider 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. By “validly existing and in good standing”, it is meant that no event mentioned in any of the Clauses 13.2(a) to (e) of the “Conditions of Contract” or any event which has an equivalent effect to any such

- event has occurred in relation to the Service Provider;
- (b) the Service Provider has the full power, authority and legal capacity to:
    - i) execute and submit its Quotation and to incur the liabilities and perform the obligations under the Quotation Documents; 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 26.1 of the “Terms of Quotation”, constitute the legal, valid and binding obligations of the Service Provider in the place of its incorporation, formation or establishment and is enforceable against the Service Provider in accordance with its terms;
  - (d) the submission of its Quotation and the performance of the Contract (if awarded to the Service Provider) have been duly authorised by all necessary corporate action of the Service Provider, and does not violate any provision of any applicable law, regulation or decree of the Service Provider’s place of incorporation, formation or establishment, or the Memorandum (if any) and Articles of Association or similar constitutional documents of the Service Provider;
  - (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 Service Provider’s Quotation, or the performance by the Service Provider of its obligations under the Quotation Documents and the Contract;
  - (f) the Service Provider’s Quotation and the Contract (if awarded to the Service Provider) 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 Service Provider’s incorporation, formation or establishment affecting the Service Provider’s obligations under the Quotation Documents and the Contract;
  - (h) the choice of the laws of Hong Kong to govern the Quotation Documents and the Contract is a valid choice of laws;
  - (i) the judgment handed by the courts of Hong Kong after the adjudication of any dispute arising from the Contract will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Service Provider; and
  - (j) it is not necessary under the laws of the place of incorporation, formation or establishment of the Service Provider 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 Quotation Documents and the Contract.

- 30.3 The Government may require a Service Provider 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 Service Provider and acceptable to the Government on any other matters arising from its Quotation. Where the opinion on the question specified in Paragraph 30.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, the additional legal opinion shall opine that any ruling made by the arbitrator under the arbitration provision set out in Paragraph 30.4 below will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Service Provider (“additional opinion on arbitration”). Together with the additional opinion on arbitration to be provided, the Service Provider shall also be required to provide a confirmation in writing that in consideration of the award of the Contract, it agrees that Clause 30.2 of the Conditions of Contract shall be replaced by the arbitration clause in Paragraph 29.4 below.
- 30.4 Where the opinion on the question specified in Paragraph 30.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, subject to the obtaining of the additional opinion on arbitration as mentioned in Paragraph 30.3 above, Clause 29.2 of the “Conditions of Contract” shall be deemed deleted and replaced by the following: “Any dispute arising from the Contract shall not be adjudicated by the courts of Hong Kong but shall be adjudicated by arbitration to be held in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules prevailing at the time when a notice of arbitration is issued by a Party (“Arbitration Rules”) except that regardless of whether the Arbitration Rules providing anything to the contrary, unless the Parties otherwise agree in writing: (a) the arbitration hearing must be held in Hong Kong and that the Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong) shall apply to the arbitration (including the whole of Schedule 2); and (b) without prejudice to section 18(2) of the Arbitration Ordinance, the Government may on its own disclose any information relating to (i) the arbitral proceedings under the arbitration agreement; and (ii) an award made in those arbitral proceedings, under any of the circumstances mentioned in Paragraph 29.2 of the “Terms of Quotation”.

**The Government of the Hong Kong Special Administrative Region  
Education Bureau**

**Provision of Technical Support Service for  
Li Cheng Uk Government Primary School**

**PART 4**

**CONDITIONS OF CONTRACT**

**1. Total Services and Variation and Contract Period**

- 1.1 The Services to be performed under the Contract shall be as laid down in the “Schedule of Services” and “Conditions of Contract” 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 “Schedule of Services” and “Conditions of Contract” 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 “Schedule of Services” and “Conditions of Contract”.
- 1.3 Where a variation has been made to the Contract the amount to be added to or deducted from the Estimated Contract Price in accordance with that variation shall be the sum as is reasonable in the circumstances.
- 1.4 The duration of this Contract shall be the period from the date of Quotation Acceptance to the fulfillment of contractual obligation to the satisfaction of the Government Representative.

**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 Schedule of Services 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 Schedule of Services 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);
  - (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;
  - (d) comply with the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith by giving written notice to the Contractor if the Contractor is convicted of any offence under the Employees' Compensation Ordinance without entitling the Contractor to any compensation whatsoever; and
  - (e) comply with the Criminal Procedure Ordinance (Chapter 221 of the Laws of Hong Kong). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith by giving written notice to the Contractor if the Contractor is convicted of any offence under the Criminal Procedure Ordinance without entitling the Contractor to any compensation whatsoever.

- 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 specification 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, skillful and workman like manner;
  - (c) the Services shall conform in all respects to the "Schedule of Services" 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 Quotation 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 Schedule of Services, 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 fourteen (14) days or such earlier or later date 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 100% of the Contract Price after completion of all workshops to the satisfaction of the Government Representative.
- 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. The Government shall pay the Contractor the Contract Price within thirty (30) days after the due date of instalment stated in Clause 10.1 above, or within thirty (30) days after the receipt of the invoice from the Contractor (which has included all necessary deductions, set-off and withholding), whichever is the later.
- 10.3 The Contract Price is inclusive of all charges for provision of Services. Subject to Clause 1 above 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 School for any payment of the Contract Price. In respect of each provision of the Services, the Contractor shall deliver to the School an invoice setting out the particulars of the Services provided, 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.
- 10.5 All correspondence concerning payments shall be forwarded to **Li Cheng Uk Government Primary School (Attn: ACO)** or otherwise advised by the School. The School shall not be held responsible for any delay in payment if invoices and correspondence are not properly addressed.
- 10.6 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;



- (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.
- 10.7 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.
- 10.8 The Government shall not be held responsible or liable for any delay in payment and no interest or other surcharge or any other payment howsoever described shall be charged to the Government due to (a) invoices not having been issued in accordance with this Clause 10, or (b) the amount billed in the invoices not having been duly calculated in accordance with the provisions of the Contract (including without limitation not having taken into account all applicable deductions, set-off or withholding), or (c) the Contractor disputing any deductions or set-off or withholding made by the Government pursuant to the Contract, or (d) any invoice or correspondence being improperly addressed contrary to the requirements stipulated in the Contract. Each invoice shall include all deductions, set-off and withholding which may be made pursuant to the terms of the Contract and shall show the net amount payable. If the Contractor does not render an invoice charging a correctly stated net amount due to its failure to take into account all appropriate deductions, set-off or withholding or otherwise, the Government may, but is not obliged to, pay the net amount which duly takes into account all appropriate deductions, set-off and withholding.

## **11. 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.

## **12. Liability and Indemnities**

- 12.1 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.

12.2 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 willful omission of the Contractor, its employees, agents or sub-contractors;
- (iii) any default, unauthorised act or willful misconduct of the Contractor, its employees, agents or sub-contractor(s);
- (iv) any claim that the use or possession of the Materials 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.

12.3 The indemnity under Clause 12.2 above shall not apply to any injury or death caused by the Negligence of an Indemnified Person.

- 12.4 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.
- 12.5 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).
- 12.6 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.

### **13. Termination**

13.1 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 of the Conditions of Contract;
- (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 of the Conditions of Contract;
- (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 quotation 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.

13.2 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) a Force Majeure Event occurs in such manner entitling the Government to terminate the Contract under Clause 25.7 of the Conditions of Contract.
- (h) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (i) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or

- (j) the Government reasonably believes that any of the events mentioned above is about to occur.
- 13.3 The Government may at any time suspend or terminate the Contract by giving the Contractor seven (7) days prior written notice.
- 13.4 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.
- 13.5 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.
- 13.6 If the Contract is terminated under Clause 13.1 above 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 quotation 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 13.1 above. 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.
- 13.7 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 fourteen (14) 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.

13.8 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.

#### **14. Intellectual Property Rights**

14.1 The Government shall be the exclusive owner of the Materials. All the Intellectual Property Rights in the Materials shall vest in the Government at the time they are created. Subject to Clause 14.3 below, the Contractor warrants that such Materials are original works developed by or on behalf of the Contractor.

14.2 The Contractor shall not use or allow to be used directly or indirectly the Materials 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 reproduction) set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).

14.3 If materials from other copyright works or Intellectual Property Rights from other sources (except those originating from the Government) are included in the Materials or any software and materials are supplied or used by the Contractor in the performance of the Contract and the Intellectual Property Rights are vested in a third party, the Contractor shall identify such materials to the Government and keep the Government informed in writing of such third party materials.

14.4 The Contractor warrants that:

- (a) it has or shall have a valid and continuing licence under which it is entitled to use or sub-license such third party materials and the third party Intellectual Property Rights for itself and for the Government and its authorised users to use such third party materials;
- (b) prior to the use and incorporation of such third party materials, the Contractor shall have obtained the grant of all necessary clearances for itself and for the Government and its authorised users authorising the use of such third party materials for the purposes contemplated under the Contract;

- (c) the provision of the Services by the Contractor and the use or possession by the Government and its authorised users of the Materials including the third party materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights of any person; and
  - (d) the exercise of any of the rights granted under the Contract by the Government and its authorised users will not infringe any Intellectual Property Rights of any person.
- 14.5 The Contractor hereby waives and will procure its officers, employees, agents, sub-contractors and all authors concerned to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of the Government, its authorised users and licensees and shall take effect upon delivery of the relevant Materials.
- 14.6 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.
- 14.7 The provisions of this Clause shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **15. Conflict of Interest**

- 15.1 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.

15.2 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.

15.3 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;
- (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.

## **16. Confidentiality**

- 16.1 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 16 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).
- 16.2 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).
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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 16 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 16.8 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.
- 16.9 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.
- 16.10 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.

- 16.11 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.
- 16.12 The provisions of this Clause 16 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **17. Probity**

- 17.1 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.
- 17.2 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.
- 17.3 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. Insurance**

- 18.1 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 Companies Ordinance (Chapter 41 of the Laws of Hong Kong).
- 18.2 Without prejudice to Clause 18.1 above, 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.
- 18.3 The Contractor shall submit to the Government Representative upon award of the Contract copies of the said policy of insurance together with the receipt for payment of the current premium. Thereafter, the Contractor shall provide the Government with copies of the premium receipts of the policy of insurance within 30 days after the due date for payment of premium.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 The Contractor shall with all due diligence conform to all conditions of the insurance policies effected under the Contract and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents and the Contractor shall bear the consequences of any failure to do so. The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies.

18.8 The Contractor shall cause all sums received by virtue of the insurances taken out by the Contractor under the Contract to be paid to the Government, who shall apply the same towards the discharge of any liability, settlement of any action or claims and/or reinstatement of any property damaged. The Contractor shall make up any deficiency in the amount required for discharging such liability, settling such action or claim and/or reinstatement if any.

**19. Process Agent**

If the Contractor is not a Hong Kong resident, the Contractor irrevocably appoints the person whose name and address are set out in Appendix B 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.

**20. 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.

**21. Assignment and Sub-contracting**

21.1 The Contractor shall not enter into any sub-contract with any person for the performance of any part of the Contract. Any employees shall be under direct employment of the Contractor.

21.2 The School can terminate the contract without any compensation if the Contractor sub-contract with any person for the performance of any part of the Contract.

21.3 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.

## **22 Disclosure of Information**

22.1 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:

22.1.1 a brief description of the Services provided or to be provided by the Contractor;

22.1.2 the Estimated Contract Price and any other fees, cost and expense payable to the Contractor pursuant to the Contract;

22.1.3 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.

22.1.4 the date of award of the Contract.

22.2 Disclosure may also be made by the Government under any of the circumstances specified in Paragraph 28.2 of the “Terms of Quotation” in relation to any information concerning or relating to the Contractor or the Contract or the Services or the Materials, recorded in whatever media.

22.3 Nothing in this Clause 22 or in Paragraph 28.2 of the “Terms of Quotation” shall imply or be construed that the Government owes any duty of confidentiality to the Contractor including without limitation in relation to any information of or concerning this Contract or the Contractor or the Services or the Materials.

## **23 Publicity**

23.1 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.

23.2 Subject to Clause 23.1 above, 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.

- 23.3 Notwithstanding any consent or approval given under Clause 23.1 or 23.2 above, 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.

## **24 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.

## **25 Force Majeure**

- 25.1 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.
- 25.2 After the occurrence of a Force Majeure Event, the Contractor shall verbally notify the Government Representative as early as practicable and inform in writing within three (3) days 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".
- 25.3 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:
- 25.3.1 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;
  - 25.3.2 the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event on the Contractor's ability to perform its obligations under the Contract; and
  - 25.3.3 any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.
- 25.4 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 25.5 below, 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.

25.5 During the suspension of any obligations under Clause 25.4 above:

25.5.1 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;

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

25.5.3 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.

25.6 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.

25.7 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 extend the Contract for a period of time equivalent to the period of delay caused by a Force Majeure Event or terminate the Contract pursuant to Clause 13.2 of the Conditions of Contract.

25.8 The Contractor shall ensure that provisions similar to this Clause 25 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

## **26 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 or authorised person access to the records and to make and retain copies thereof as may be requested by the Government or its representative or authorised person.



**27 Notices**

27.1 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 set out in Appendix B (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).

27.2 Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 27.1 above and, if so addressed, shall be deemed to have been duly given or made as follows:

27.2.1 if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;

27.2.2 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;

27.2.3 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;

27.2.4 if sent by email, when actually received in a form readable by an individual.

**28 Entire Agreement**

28.1 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.

28.2 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).

**29 Governing Law and Jurisdiction**

29.1 The Contract shall be governed by and construed in accordance with the laws of Hong Kong.

- 29.2 The Parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters or dispute arising out of or in connection with or in relation to the Contract.

**30 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.

**31 Waiver**

31.1 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.

31.2 Without prejudice to the generality of Clause 31.1 above, 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.

**32 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.

**33 Assistance in Legal Proceedings**

- 33.1 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.
- 33.2 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.

**34 Illegal Workers**

The Contractor undertakes not to employ illegal workers in the execution of this Contract or any other Government contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice, terminate this Contract pursuant to Clause 13.1 of the "Conditions of Contract".

**35 Withholding Tax**

Where the Contractor is a non-resident, the Government shall withhold a percentage equivalent to the prevailing Hong Kong profits tax applicable to unincorporated and incorporated business/profession, as may be applicable to the Contractor, of any payments payable to the Contractor by way of lump sum, instalments or discounted payments (exclusive of any reimbursement of expenses, if any) in respect of the Services provided in Hong Kong by the non-resident Contractor for the settlement of such profits tax chargeable on the payments. Any balance of the sum withheld will be returned to the Contractor without interest within a reasonable time upon final determination and settlement of such tax liabilities.

**36 Contracts (Rights of Third Parties) Ordinance**

The Parties hereby declare that nothing in this Contract confers or purports to confer on any person not being a Party to this Contract any benefit or any right to enforce any term of this Contract under or pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

**37 Order of Precedence**

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

- (a) Conditions of Contract;
- (b) Schedule of Services; and
- (c) any other materials which were submitted by the Contractor as part of its Quotation and attached to the Contract.

**38 United Nations Convention on Contracts for the International Sale of Goods not applicable**

The Parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

**The Government of the Hong Kong Special Administrative Region  
Education Bureau**

**Provision of Technical Support Service for  
Li Cheng Uk Government Primary School**

**PART 5 SCHEDULE OF SERVICES**

**1. INTRODUCTION**

This guideline serves to provide information for tender about the requirements and specifications of providing technical support services (TSS) to LI CHENG UK GOVERNMENT PRIMARY SCHOOL from **2 September 2024 to 31 August 2025**.

**2. OBJECTIVES**

The objectives of providing the Technical Support Services to schools are:-

- a) As a single point of contact in the Site, liaising with various parties on the operation support of all IT facilities;
- b) to offload school on the day-to-day administration, operation and management of the computer facilities; and
- c) to support school in setting up /or configuring hardware and software and multi-media production for specific purposes.

**3. REQUIREMENT OF THE CONTRACTOR ON TECHNICAL SUPPORT SERVICES**

- **Provide one full-time on-site technical support officer for the School within school hours.**
- **Arrange a substitute when the on-site technical support officer is sick or on leave.**
- **The technical support officer provided by the service provider should be a full-time employee of the contractor under direct employment. Quotation will not be considered if technical support officer is sub-contracted to other service providers or companies within contract period.**
- **The service provider should be included in the EDB supplier list in order to ensure that the technical support services provided to the school is qualified.**
- **Service providers should submit the documentary proof on the qualification and experience of the technical support officer to the school.**

**Qualifications of Technical Support Officer**

The minimum qualifications of the Technical Support Officer are listed below:

- i. **Completion of Degree in Information Technology, Computer Engineering or Networking, Multi-media Production or related subjects;**
- ii. **At least 1-year work experience in a job as TSS in Hong Kong education sector;**
- iii. Knowledge of network operating systems, network equipment, networking software and other hardware and software;
- iv. Knowledge of multi-media production and broadcasting
- v. Knowledge of communication protocols, e.g. TCP/IP;
- vi. Experience in supporting and managing web servers;
- vii. Capable of setting guidelines and procedures for the daily operations of installed WAN/LAN; and
- viii. Good command of spoken English and fluent in spoken Cantonese.

**4. REQUIREMENT OF SERVICES TO BE PROVIDED BY THE CONTRACTOR**

**4.1 Customized Free Ad-on Services**

The Contractor should provide the following free add-on services to school including in the technical support package.

**a. Server Application Monitoring**

- Monitor the operational status of servers and applications;

**b. Network Health Check and Consultation**

The Contractor should provide a network check once per year and will provide network analysis and related data collection. The analysis will be reported by the officers / engineers.

- School network diagram;
- Switches port activity and utilization;
- Server information & performance;
- Anti-virus information;
- Suggestion Summary.

**4.2 On-site Support of Technical Support Officer**

***Working Schedule:***

- **Basic Servicing Hours: 44 hours per week**
- **Emergency Support Hours: at least 40 hours per year**

### **4.3 Mode of Supplementary Support**

The Contractor should provide:

#### 1. Telephone Hotline

The Contractor should provide the dedicated telephone hotline as a single point of contact to school for all support and administration issues related to the TSS.

#### 2. Email Enquiries and Support

The Contractor should provide the dedicated email address to school for all support and administration issues related to the TSS.

#### 3. Network Security Support

The Contractor should provide installation and configuration services of firewall, intrusion detection and proxy services in order to protect school network. The Contractor should also provide daily update services for intrusion detection patterns and websites filtering services, as well as provide network-monitoring services on network security.

### **4.4 Type of Services**

The Contractor should provide: -

#### **a) Remedial Support Services**

#### **b) Operational Support Services**

#### **c) Task-based Support Services**

##### **Remedial Support Services**

- Recovery from network, server or workstation failure with minimum data loss
- Resolve issues arising from the usage of the computer network and facilities

##### **Operational Support Services**

- Monitoring of the overall operations of the network and security
- Operation and management of the computer facilities and server

##### **Task-based Support Services**

- Hardware and software installation, customizations and configurations
- Technical support staff should complete all the assigned tasks on schedule

**Remedial Support**

Items	Minimum Service Level
Elapsed time to provide solution to resume normal operations from critical system/network failure or major system/network failure	no more than 4 hours
Elapsed time to provide solution to resume normal operations from general system/network failure	no more than 10 hours

**Operational Support**

Items	Minimum Service Level	
LAN	Number of outage in a month	no more than 4 times
	Notice in advance for scheduled outage	at least 7 days before outage
Backup & Recovery	Number of unsuccessful backup in a month, redo of unsuccessful backup	no more than 1 time within 1 day
	Successful rate of backup and recovery reliability tests	99.9%
Others	Arrival time for emergency	Less than 4 hours



**4.5 The responsibilities of the Technical Support Officer shall at least include the following:**

- i. As a single point of contact in the Site, liaising with various parties on the operation support of all IT facilities;
- ii. Providing remedial support for resolving all problems and support issues arising from the usage of the computer facilities;
- iii. Carrying out operational support tasks on day-to-day administration, operation and management of the computer facilities;
- iv. Performing the assigned tasks in setting up and/or configuring the computer facilities for specific purposes including assisting users in accepting the newly acquired hardware, software and/or the implementation service;
- v. Compiling the reports when required by the Site including the inventory report for the Software Asset Management;
- vi. Maintain WebSAMS day-to-day operation; and
- vii. Providing technical support to general matters relating the operation of the IT facilities in the Site including the general usage of installed hardware and software.

**4.6 Technical Support Officer shall NOT commit any of the following acts in the School: -**

- behave in a manner likely to endanger himself/herself or any other person;
- cause willful damages to any property;
- consume alcoholic beverage;
- enter any area of the school other than those necessary for the services;
- gamble, steal or commit any criminal offence;
- smoking; and
- use foul languages

**The Government of the Hong Kong Special Administrative Region  
Education Bureau**

**Provision of Technical Support Service for  
Li Cheng Uk Government Primary School**

**PART 6  
PRICE PROPOSAL**

*(This Part 6 shall be submitted together with the Quotation before the Quotation Closing Time.  
Otherwise, a Service Provider's Quotation will not be considered further).*

The Contract Price shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services.

(1) Service Required	(2) Period	(3) Unit Price (HK\$)		(4) Total Price (HK\$)	
Onsite Technical Support Services (Please refer to Part 5)	(from 2/9/2024 - 31/8/2025)	(A)	2/9/2024 - 30/9/2024 \$ _____	(C) = (A) + (B)	2/9/2024 -31/8/2025 \$ _____
		(B)	1/10/2024 - 31/8/2025 \$ _____		

Name of Service Provider : \_\_\_\_\_

Tel : \_\_\_\_\_

Fax : \_\_\_\_\_

Date : \_\_\_\_\_

**The Government of the Hong Kong Special Administrative Region  
Education Bureau**

**Provision of Technical Support Service for  
Li Cheng Uk Government Primary School”**

***PART 7***

**STATEMENT OF COMPLIANCE**

*(This Part 7 shall be submitted together with the Quotation before the Quotation Closing Time. Otherwise, a Service Provider’s Quotation will not be considered further.)*

1. Compliance with specifications and requirements (\* Please put a ✓ in the box below)

<input type="checkbox"/>	<b>YES</b>	(a) I/We confirm that the Services proposed by me/us in my/our Quotation proposal <b>do comply fully</b> with the requirements in every respect as stipulated in Part 3 “Terms of Quotation”, Part 4 “Conditions of Contract” and Part 5 “Schedule of Services” of the Quotation Documents.
<input type="checkbox"/>	<b>NO</b>	(b) I/We confirm that the Services proposed by me/us in my/our Quotation do <b>NOT</b> comply fully with the requirements in every respect as stipulated in Part 3 “Terms of Quotation”, Part 4 “Conditions of Contract” and Part 5 “Schedule of Services” of the Quotation Documents

**Signed** by the Service Provider / Signed  
by an authorised signatory for and on :  
behalf of the Service Provider

**Name** of the authorised signatory (where :  
applicable)

**Title** of the authorised signatory (where :  
applicable)

Name of Service Provider :

Date :

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**The Government of the Hong Kong Special Administrative Region  
Education Bureau  
Provision of Technical Support Service for  
Li Cheng Uk Government Primary School**

**PART 8 OFFER TO BE BOUND**

*(This Part 8 shall be submitted together with the Quotation before the Quotation Closing Time. Otherwise, a Service Provider's Quotation will not be considered further.)*

1. Having read the Quotation Documents, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to carry out the whole of the Services which may during the Contract Period be required by the Government to be carried out at the price quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the terms and conditions of the Quotation Documents.
3. I/We also certify that the particulars given by me/us below, are correct:
  - (a) The number of my/our/the company's Business Registration Certificate is  
.....
  - (b) The date of expiry of my/our company's Business Registration Certificate is  
.....
  - (c) I am/We are covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:-  
Policy No.  
.....  
Name of Insurance Company  
.....  
Period covered by the Policy is from  
.....  
to  
.....
4. I am/We are duly authorized to bind the said institution/organisation/company hereafter mentioned by my/our signature(s).

— or —

I am a partner/We are partners in the firm hereafter mentioned and duly authorized to bind the said firm and the partners therein for the time being.

\_\_\_\_\_

5. The name of the institution/organisation/company is .....  
.....<sup>Note</sup>  
2

6. The registered office of the company **or** the location of the institution/organisation is situated at.....<sup>Note</sup> Hong Kong.

— or —

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

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

**Signature(s):**

.....  
.....

**Dated this** ..... day of..... 2024

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

Note

- (i) If a Service Provider is an institution, it should fill in the name of the institution in Paragraph 5 and the location of the institution in Paragraph 6 of the “Offer to be Bound”. It should also fill in all other paragraphs in the “Offer to be Bound” and insert “Not Applicable” where appropriate.
- (ii) A Service Provider must have **legal capacity** to enter into contract with the Government in its own name.
- (iii) A faculty, school, department, college, institute, language centre, research centre, training centre, skill centre and other kinds of centre, unit or organisation established by an institution and which is not incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or the former Companies Ordinance as defined by section 2(1) of Chapter 622 or under other overseas legislation shall not submit Quotation in its own name.

**The Government of the Hong Kong Special Administrative Region  
Education Bureau**

**Provision of Technical Support Service for  
Li Cheng Uk Government Primary School**

**PART 9  
INFORMATION SCHEDULE**

*(To be completed and returned together with the Quotation submission)*

**1. Information and documents required under Paragraph 30.1 of Part 3 “Terms of Quotation”**

(a)	Name of the Service Provider	
(b)	Principal place of business of the Service Provider (in address form)	
(c)	Type of business entity of the Service Provider	<p><b>company / sole proprietorship / partnership / statutory corporation /others*</b></p> <p>(*Please delete whichever is not applicable.)</p>
(d)	Length of business experience	
(e)	<p>Names of the following:</p> <p style="padding-left: 40px;">(i) managing director and other directors;</p> <p style="padding-left: 40px;">(ii) partners; or</p> <p style="padding-left: 40px;">(iii) sole proprietor;</p>	
(f)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Service Provider	

(g)	<p>Employee's Compensation Insurance Policy</p> <p>Name of insurer:</p> <p>Policy no.:</p> <p>Expiry date:</p>	
(h)	<p><b>A copy of a valid Business Registration Certificate</b> issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Service Provider is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Service Provider does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Service Provider</p>	<p><b>Please attach if applicable.</b></p>
(i)	<p>(if the Service Provider is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Service Provider</p>	<p>Please attach if applicable.</p>
(j)	<p>(if the Service Provider is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Service Provider</p>	<p>Please attach if applicable.</p>
(k)	<p>A certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Quotation. This requirement shall always be applicable to a Service Provider which is a company. In the case that a Service Provider is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Quotation shall also be required - the signatory of the Offer to be Bound</p>	<p>Please attach if applicable.</p>

**2. Information required under Paragraph 23.2 (Government Discretion) of Part 3 “Terms of Quotation”**

Note: (\* Please put a ✓ in the box below)

(a) I / We confirm that **NONE** of the events as mentioned in Paragraphs 23.1(a) to 23.1(g) of Part 3 “Terms of Quotation” has ever occurred.

(b) I / We confirm that the following event(s) as mentioned in Paragraphs 23.1(a) to 23.1(g) of Part 3 “Terms of Quotation” **has occurred:**

Date	Details of the Event

Name of Service Provider : \_\_\_\_\_



**The Government of the Hong Kong Special Administrative Region  
Education Bureau  
Provision of Technical Support Service for  
Li Cheng Uk Government Primary School**

**PART 10**

**NON-COLLUSIVE QUOTATION CERTIFICATE**

*(To be completed and returned together with the Quotation submission)*

To: the Government

Dear Sir/ Madam,

**Non-collusive Quotation Certificate**

1. I/We, (name of the Service Provider) \_\_\_\_\_ of  
(address(es) of the Service Provider(s)) \_\_\_\_\_

---

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

Non-collusion

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

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 Quotation, and such joint venture arrangement has already been notified to the Government in my/our Quotation;

Quotation Ref.: **EDB LCUP/3-5/8/6(9)**

- (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 Quotation;
- (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 Quotation Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Quotation, 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 12.1 of the Terms of Quotation, the Government may exercise any of the rights under Paragraphs 12.3 to 12.5 of the Terms of Quotation 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 Quotation and my/our personal information.

**Signed** by the Service Provider / Signed

by an authorised signatory for and on :  
behalf of the Service Provider

\_\_\_\_\_

**Name** of the authorised signatory (where :  
applicable)

\_\_\_\_\_

**Title** of the authorised signatory (where :  
applicable)

\_\_\_\_\_

Date :

\_\_\_\_\_

**APPENDIX A  
CHECKLIST FOR QUOTATION**

*(To be completed and returned together with the Quotation submission)*

The Service Provider is requested to check and ensure that all of the following documents and information are submitted with its Quotation. The Service Provider shall note Paragraph 4.12 of the “Terms of Quotation” that failure to submit the documents and information as stipulated therein (viz., items (1), (2) (3) (4) specified below) before the Quotation Closing Time will lead to the Quotation not being considered further. Please check the box below to confirm that the item specified opposite is indeed submitted.

Items	Please check and ✓ the box
(1) A duly signed Part 8 “Offer to be Bound” in English or Chinese containing an original signature by or on behalf of the Service Provider. Other than printing from a copy of Part 8 “Offer to be Bound” obtained from the Government or photocopying of Part 8 “Offer to be Bound”, other means of reproduction by the Service Provider (e.g. by retyping) of Part 8 “Offer to be Bound” for Quotation submission is not acceptable.	
(2) The price quotations in Part 6 “Price Proposal”.	
(3) Part 7 “Statement of Compliance” duly signed.	
(4) Part 5 A quotation meet with the requirement in the “Schedule of Service”.	
(5) Part 9 “Information Schedule”.	
(6) Part 10 “Non-collusive Quotation Certificate” duly signed.	
(7) Appendix A – Checklist for Quotation	
(8) Appendix B – Contact Details.	
(9) Documentary proof of the claim of qualification and experience of the proposed personnel (TSS) as required in “Schedule of Service”	
(10) Documents as required in Paragraph 30 of the “Terms of Quotation”	

Name of Service Provider : \_\_\_\_\_

**APPENDIX B  
CONTACT DETAILS**

Contact details of:

(1) the School: Li Cheng Uk Government Primary School

Address: 43 Tonkin Street,  
Sham Shui Po,  
Kowloon, Hong Kong

Attn: IT Stream Personnel

Facsimile Number: (852) 23614020

Email Address: [lcugps@edb.gov.hk](mailto:lcugps@edb.gov.hk)

(2) the Service Provider:	
Address:	
Attn:	
Facsimile Number:	
Email Address:	

(3) Process Agent (for the Service Provider incorporated, formed or established outside Hong Kong): <b>( If applicable )</b>	
Address:	
Attn:	
Facsimile Number:	
Email Address:	