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MARINE DEPARTMENT  
HARBOUR BUILDING  
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HONG KONG

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HONG KONG

網站 WEBSITE : <http://www.mardep.gov.hk>  
本處檔號 OUR REF : MD-STAT-F01-055-01H-001(2020/21)-P001  
電話號碼 TEL NO : 2852 4465  
傳真號碼 FAX NO : 2545 1535

By Email

17 May 2021

The Chinese University of Hong Kong,  
Shatin, N.T.

(Email address: [cpr@cuhk.edu.hk](mailto:cpr@cuhk.edu.hk))

Dear Sir/Madam,

**Provision of Services for Assessment of Typhoon Shelter Space Requirements  
(Quotation Ref: PASTR2021-18)**

The Marine Department would like to invite your quotation for the Provision of Services for Assessment of Typhoon Shelter Space Requirements.

I enclose the quotation documents for the above service. If your company is interested in the quotation, please complete the documents and submit your quotation in the manner as specified in Clause 4 of Terms of Quotation of the quotation documents. The completed quotation documents must be addressed to “the Chairman of Quotation Opening Committee” and deposited in the **Marine Department Quotation Box** situated at **Block K, Ground Floor, Government Dockyard, Ngong Shung Road, Stonecutters Island, Sham Shui Po, Kowloon, Hong Kong** before **11:00 a.m. (Hong Kong Time) on 3 June 2021 (Thursday)**. Late quotations or quotations by facsimile or email will NOT be accepted.

If you have any questions, please contact the undersigned.

Yours sincerely,

(Miss Caroline KWAN)  
for Director of Marine

Encl. Quotation Documents

Quotation Ref. : PASTR2021-18

File Ref. : MD-STAT-F01-055-01A-003(2021/22)-P002

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

**INVITATION TO QUOTATION**

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**INSTRUCTIONS ON LODGING OF QUOTATION**

Quotations are invited by the Government of the Hong Kong Special Administrative Region for the “Provision of Services for Assessment of Typhoon Shelter Space Requirements” in accordance with the terms and conditions as specified in these Quotation Documents.

The Quotation Documents consist of the following documents:

- (i) Interpretation;
- (ii) Terms of Quotation;
- (iii) Conditions of Contract;
- (iv) Services Specifications; and
- (v) the Schedules.

A quotation in response to this invitation shall be made in writing, and enclosed in a sealed plain envelope without any identification of the name of the Service Provider and without any indication which may relate the Service Provider to a particular contractor/service provider. It shall **send to the following address before 11:00 am on 3 June 2021 (Thursday)** (Hong Kong time).

**Chairman of Quotation Opening Committee,  
Marine Department Quotation Box,  
Block K, Ground Floor, Government Dockyard,  
Ngong Shung Road, Stonecutters Island,  
Sham Shui Po, Kowloon, HK.**

**Late Quotations or quotation by facsimile or e-mail will not be considered.**

If the alteration to an offer already submitted is made before the Quotation Closing Date, a Service Provider shall send a revised offer with the confirmation to replace the original offer.

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 9:00 a.m. (Hong Kong time) and 11:00 a.m. (Hong Kong time) on the Quotation Closing Date, the Quotation Closing Time will be extended to 11:00 a.m. (Hong Kong time) on the next working day after the Tropical Cyclone Warning Signal No. 8 is lowered, or the Black Rainstorm Warning Signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force.

## **INTERPRETATION**

1.1 Unless the context otherwise requires, the following terms shall have the meaning as hereinafter defined:

“Accepted Innovative Suggestion” means an Innovative Suggestion and its specifications, subject to negotiations if any, accepted by the Government;

“Consultant” means the Service Provider whose Quotation is accepted by the Government;

“Contract” means the agreement made between the Government and the Consultant pursuant to this Invitation to Quotation, and reference to the terms thereof shall include the terms set out in the Quotation Documents, completed, modified or expanded as necessary or appropriate to include the terms accepted by the Government and the Consultant;

“Contract Period” means the period from the date on which the Contract is constituted in accordance with Clause 1 of the Conditions of Contract to the date on which the Consultant has fully discharged all its obligations under the Contract (both dates inclusive);

“Contract Price” means the price proposal of the Consultant as accepted by the Government for the performance of the Services and payable in the manner as provided in Clause 10.2 of the Conditions of Contract and other provisions of the Contract;

“Government” means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;

“Government Representative” means the Director of Marine acting for and on behalf of the Government or any officer authorised to act on their behalf for the purposes of the Contract;

- “Intellectual Property Right” 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;
- “Invitation to Quotation” means this invitation to quotation for the provision of Services to the Government on the terms and conditions set out in the Quotation Documents;
- “Key Personnel” means the group of persons filling the roles of Project Director, Maritime Specialist(s), Modelling Specialist, and Research Executive(s);
- “Maritime Specialist” means one of the Key Personnel of the Project Team who is responsible for **the recommendation of the unit sheltered space for pleasure vessels and other marine-related issues** involved in the provision of Services;
- “Materials” means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Consultant, its employees or agents in relation to the provision of Services (whether individually or collectively or jointly with the Government) including without limitation, all the reports, works of authorship, summaries, models, analyses, papers, documents, plans, records, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs, specifications, formulae, data, information, documents or materials collected, compiled, produced or created by the Consultant, or the questionnaires, data files, reports or findings of the statistical surveys of locally licensed vessels provided by the Government in relation to the provision of Services recorded or stored by whatever means;

- “MD” means the Marine Department of the Government of the Hong Kong Special Administrative Region;
- “Modelling Specialist” means one of the Key Personnel of the Project Team who is responsible for the **projection of number of local vessels and other statistical issues** involved in the provision of the Services;
- “Project Director” means one of the Key Personnel of the Project Team who assumes **the overall responsibility** of the provision of Services;
- “Project Team” means the team including the Key Personnel which is **headed by the Project Director** to provide the Services to the Government;
- “Research Executive” means one of the Key Personnel of the Project Team who assists the Maritime Specialist(s) and the Modelling Specialist in the provision of Services;
- “Schedule” means the schedule set out in this Invitation to Quotation or any other schedule attached thereto;
- “Service Provider” means the person whose particulars are set out in Schedule A (Offer To Be Bound);
- “Services” means the services required to be performed by the Consultant in accordance with the provisions of this Contract, including particularly the **Services Specifications**;
- “Quotation” means an offer to provide the Services as submitted by a Service Provider in response to this Invitation to Quotation;

- “Quotation Closing Date”/“Time” means the latest date/time as specified on Sheet 1 in this Invitation to Quotation as the latest date/time before which Quotations must be deposited with the Government and such date/time may be extended in accordance with the last paragraph on Sheet 2 in this Invitation of Quotation;
- “Quotation Documents” means the documents as specified in Clause 1 of the Terms of Quotation;
- “Working Day” means any calendar day other than Saturday and all general public holidays as set out in section 3 of the General Holidays Ordinance (Cap. 149). If a person is required to pay money or do any act or thing on a day that is not a working day, then the person may pay the money or do the act or thing on the next working day. In case a black rainstorm warning signal or tropical cyclone warning signal No. 8 or above is hoisted, or extreme conditions after super typhoon is in force for any duration between 9:00 a.m. and 5:00 p.m. on the working day, the act or thing to be done will be extended to the next working day.

1.2 Unless the context requires otherwise, the following rules of interpretation shall apply:

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing a gender include all other genders;
- (c) Words importing a person shall include an individual, a publicly-funded post-secondary institution or an entity owned or controlled by it, a firm, partnership, trust, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organisations having legal capacity;
- (d) Reference to Service Provider or Consultant shall include its permitted assigns, successors, or any persons deriving title under them;
- (e) A time of a day shall be construed as a reference to Hong Kong time;

- (f) Reference to a “day” shall be construed as a calendar day;
- (g) Reference to a “month” shall be construed as a period starting on a day in a calendar month and ending on the day immediately preceding the numerically corresponding day in the following calendar month; and
- (h) Section or clause headings and sheet numbers to any provision, schedule, annex or other attachment of these Quotation Documents are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of these Quotation Documents.



## **TERMS OF QUOTATION**

### **1. Quotation Document**

1.1 These Quotation Documents, identified as PASTR2021-18 consist of:

- (i) Interpretation;
- (ii) Terms of Quotation;
- (iii) Conditions of Contract;
- (iv) Services Specifications; and
- (v) the Schedules:
  - Schedule A: Offer To Be Bound
  - Schedule B: Statement of Compliance
  - Schedule C: Service Provider's Background Form
  - Schedule D: Academic Qualification and Experience of the Project Team
  - Schedule E: Declaration of Interest
  - Schedule F: Specifications of Proposed Innovative Suggestions
  - Schedule G: Price Schedule.

1.2 The Interpretation shall apply to the whole set of the Quotation Documents unless the context otherwise specifies.

### **2. Invitation to Quotation**

2.1 Quotations are invited for the execution of the whole of the Services more particularly set out in the Services Specifications and the Schedules subject to and in accordance with the Quotation Documents.

2.2 A Service Provider is advised to read the Quotation Documents carefully prior to preparing and submitting a Quotation and ensure that it understands all requirements of the Quotation Documents. Any submission which does not follow the instructions contained within the documents may be considered incomplete and disqualified.

2.3 A Service Provider will be regarded to be thoroughly conversant with all aspects of the Quotation Documents 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 Services to the Government in accordance with the Contract.

- 2.4 No error, mistake, neglect or failure by a Service Provider shall affect any provision of the Quotation Documents or the Contract, or relieve the Service Provider from any of its obligations or liabilities under the Quotation Documents or 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.
- 2.5 The Services Specifications and the Schedules issued with this Invitation to Quotation must not be altered by the Service Provider. Any modification of the Schedule considered necessary by the Service Provider should be the subject of a separate letter accompanying the quotation. Figures should not be altered or erased. Any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the Service Provider in ink.
- 2.6 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. Quotation Preparation**

- 3.1 All Quotation Documents must be completed in ink or typescript in English.
- 3.2 Quotations may not be considered if complete information is not given with the Quotation or if any particulars and data asked for in the Schedule are not furnished in full.
- 3.3 Service Providers are required to complete Schedules A to G. **Failure to submit and duly signed, if applicable, of these documents will render the Quotation invalid and not be considered further.**
- 3.4 Service Providers are requested to confirm in Schedule B (Statement of Compliance) that offers submitted comply fully with the Services Specifications in every respect. Any modification of the Services

Specifications considered necessary by the Service Providers should be in the form set out in this Schedule. In the event any proposed modification is not accepted by the Government, the Service Providers shall be deemed to have submitted a quotation for the Services which complies with all aspects of the Services Specifications without any such proposed modification.

- 3.5 Clause 4 of this Terms of Quotation specifies the essential procedural requirements that Service Providers are required to follow. **Non-compliance with the essential procedural requirements will render the quotation not to be considered further.**
- 3.6 Clause 9 of this Terms of Quotation sets out the essential requirements of the Project Team which must be satisfied in full, **failing which the quotation will not be considered further.**

#### **4. Essential Procedure Requirement of the Submission of Quotation**

- 4.1 Submissions in response to this Invitation to Quotation shall be prepared in English, and should include
- (i) a **Technical Proposal** with Schedules A to F duly completed and signed as appropriate:
    - Schedule A: Offer To Be Bound;
    - Schedule B: Statement of Compliance;
    - Schedule C: Service Provider's Background Form;
    - Schedule D: Academic Qualification and Experience of the Project Team;
    - Schedule E: Declaration of Interest;
    - Schedule F: Specifications of Proposed Innovative Suggestions; and
  - (ii) a **Fee Proposal** with Schedule G (Price Schedule) duly completed and signed.

**Failure to submit, duly signed and completed, if applicable, of these documents** will render the Quotation invalid and **not** be considered further.

- 4.2 A **two-envelope** system is adopted for this quotation. The Technical and Fee Proposals must be submitted in **separate sealed envelopes** with the words "Envelope A Quotation Ref.:PASTR2021-18 –

Provision of Services for Assessment of Typhoon Shelter Space Requirements – Technical Proposal” and “Envelope B Quotation Ref.:PASTR2021-18 – Provision of Services for Assessment of Typhoon Shelter Space Requirements – Fee Proposal” clearly marked on the outside of the envelopes respectively.

4.3 The quotation comprising both the Technical and Fee Proposals should be enclosed in a sealed envelope marked “Envelope C Quotation Ref: PASTR2021-18 – Provision of Services for Assessment of Typhoon Shelter Space Requirements”, addressed to “Chairman of Quotation Opening Committee”.

4.4 The Fee Proposal will be opened only after completion of the assessment of the Technical Proposal.

4.5 All Quotations must be submitted and deposited in the manner as prescribed in the Instructions on Lodging of Quotation on Sheets 1 and 2 of the Quotation Documents. Late quotations and quotations not deposited at the place specified in the “Lodging of Quotation” section in this Quotation Document will not be considered.

4.6 Technical Proposal

The Technical Proposal should not be more than 50 pages in A4 size paper (excluding the Schedules and the curriculum vitae of Key Personnel of the Project Team attached to Schedule D) with margin not less than 25 mm and character font size not less than 12. It shall include without limitation the following information, **failing which the Quotation will not be considered further:**

- (a) an introduction, including expertise and experience of the Service Provider;
- (b) academic qualifications and experience of Key Personnel of the Project Team as described in Clauses 9.4 to 9.8 of this Terms of Quotation (the curriculum vitae of Key Personnel of the Project Team should be attached to Schedule D);
- (c) the Service Provider’s understanding of the objective, requirements and key issues of the Quotation and appreciation of the constraints and special requirements;
- (d) a description of the proposed methodologies and approaches to be

adopted in

- (i) review and estimation of unit sheltered space for different types of pleasure vessels;
- (ii) projection of number of local vessels with reference to past trend and related socio-economic data **using time series model or regression model**;
- (iii) undertaking the estimation of existing and projected situations of demand of sheltered space for local vessels in Hong Kong waters; and
- (iv) comparison of existing and projected situations of demand and supply, and advice on the projected surplus or shortfall in sheltered space for local vessels in Hong Kong waters.

Application of big data and artificial intelligence as **Type I Innovative Suggestions** may be proposed for Sub-clauses (d)(i) and (ii) **only**.

#### 4.7 Fee Proposal

The Fee Proposal shall be quoted in Hong Kong dollars and shall include the proposed Contract Price and a breakdown of the proposed Contract Price as required in Schedule G (Price Schedule).

4.8 Incomplete quotations or quotations submitted in a form other than in the manner described in Clauses 4.1 to 4.7 above may **not** be considered further.

4.9 Quotations may not be considered if false, incorrect or incomplete information is given or if any information specifically required in these Terms of Quotation is not furnished in full or in the manner specified.

### **5. Business Structure of the Consultant**

5.1 The Service Provider should be one of the following –

- (a) one contractual party who shall be held responsible for the due and faithful performance of the Services; or
- (b) a joint venture consisting of two or more contractual parties, in which case each of the parties shall be jointly and severally liable

for the due performance of the Services.

- 5.2 If the Service Provider is a joint venture as described in Sub-clause (b) above, the Service Provider shall submit together with its Proposal to enter into the Contract with the Government.

## 6. Quotation to Remain Open

- 6.1 A Quotation once submitted by a Service Provider will be binding on the Service Provider.
- 6.2 Quotations shall, unless otherwise indicated by the Service Provider, remain open for not less than ninety (90) days after the Quotation Closing Date. If before the expiry of the agreed 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 supplier.

## 7. Contract Price

- 7.1 The charges to be quoted by the Service Provider must only be shown on the Schedule G (Price Schedule) provided in the Quotation Documents. Such charges shall be net charges allowing for all trade and cash discounts. **The charges shall cover all expenses incidental to the due and proper performance of the Contract by the Consultant.**
- 7.2 It will be assumed that the Service Providers' offers will remain valid for the duration of the Contract. Therefore request for price variation will **not** be considered.
- 7.3 Service Providers should make sure that all prices quoted in their Quotations are accurate before submitting their Quotations. The Service Provider shall be bound by the Contract Price if the Quotation is accepted by the Government. Under no circumstances will the Government accept any request for price adjustment on any ground that a mistake made in the prices quoted.
- 7.4 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 to the reasonable satisfaction of the Government that such

Service Provider is capable of carrying out and completing the Contract. The Government may reject the Quotation if the Service Provider fails to justify and demonstrate to the Government's satisfaction.

7.5 The Contract Price shall be inclusive of all fees, costs, charges and disbursements incurred by the Consultant in the performance of the Services including but without limitation, the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings, the licence fees and/or royalties payable by the Consultant in connection with the permitted use of any third party Intellectual Property Rights in the performance of the Services and preparation of the Deliverables, other out-of-pocket expenses such as travelling expenses, office accommodation, secretarial support, copying and printing charges expenses related to computer facilities that may be incurred by the Consultant in the carrying out of the Services. The Contract Price shall further be inclusive of all fees, costs, charges and disbursements incurred by the Consultant in appointing or engaging any advisers, external experts or others to perform any part of the Services under the Contract, or to advise or assist in relation thereto.

7.6 Notwithstanding anything herein to the contrary, should there be any defects in a Deliverable or any amendments required of a Deliverable, the Consultant shall amend the relevant Deliverable at no extra cost or expense to the Government within 14 days of the notice given by the Government.

## **8. Method of Evaluation**

8.1 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 quotations will be conducted as follows:

(a) Completeness Check

A completeness check will be conducted by checking whether the quotation has been submitted in accordance with the **essential procedural requirements stipulated in Clause 4 of this Terms of Quotation. Only those complete quotations, which have not been disqualified, will be evaluated further.**

(b) Assessment of Compliance with Essential Requirements

A Quotation will be checked for its compliance with the **essential requirements set out in Clause 9 of this Terms of Quotation. Any quotation which fails to meet any of the essential requirements will not be considered further.** Only those quotations conforming to these essential requirements will be evaluated further.

8.2 Where there is any missing information in a Quotation which relates to factual information which does not materially affect compliance with the essential requirements, and where there is no room for manipulation by a Service Provider by virtue of late submission of such information, if it is deemed necessary by MD, Service Providers may be asked to submit documentary proof, or clarification to MD for verification of the information provided. Service Providers must submit the relevant documentary proof to the Government within 5 Working Days upon receiving such request from MD or such other date as the Government Representative may in his absolute discretion specify, failing which their quotations may not be considered.

8.3 Technical proposals will be assessed according to the following criteria:

- (a) the composition, academic qualifications and experience of the Project Team, including the Project Director, as described in Clauses 9.3 to 9.8 of this Terms of Quotation;
- (b) the Service Provider's demonstration of an understanding of sheltered arrangement taken by locally licensed vessels during the passage of typhoons;
- (c) the Service Provider's demonstration of an understanding of different classes and types of local vessels;
- (d) the proposed methodologies and approaches for recommendation on the unit sheltered space for different types of Class IV vessels (pleasure vessels) and visiting pleasure vessels;
- (e) the proposed methodologies and approaches for projection of number of local vessels using time series model or regression model with elaboration on past trend and related socio-economic data;



- (f) the proposed methodologies and approaches for the estimation of existing and projected situations of sheltered space for local vessels in Hong Kong waters;
  - (g) the proposed methodologies and approaches to advise on the projected surplus or shortfall of sheltered space for local vessels in Hong Kong waters; and
  - (h) the Service Provider's demonstration of an understanding of the objective, requirements and key issues of the Services, appreciation of the constraints and special requirements.
- 8.4 **Service Providers shall refer to the “Marking Scheme” at the Annex on Sheets 59 to 65 for details.**
- 8.5 A Service Provider's Fee Proposal will only be opened for evaluation after the assessment of the Technical Proposal is completed.
- 8.6 Fee Proposals will be assessed based on the proposed Contract Price quoted in Part (I) of Schedule G (Price Schedule).
- 8.7 The Government reserves the right to negotiate with any Service Provider over the terms of the Fee Proposal.
- 9. Essential Requirement of the Project Team**
- 9.1 Service Providers must demonstrate in their Quotations **full compliance with each of the essential requirements below, failing which the Quotations shall not be considered further.**
- 9.2 The Consultant shall be
- (a) a publicly-funded post-secondary institution in Hong Kong, or
  - (b) an entity owned or controlled by a publicly-funded post-secondary institution in Hong Kong,
- which has expertise or specialisation in the field of **maritime studies**.
- 9.3 The Project Team proposed must be formed by one Project Director, one but not more than two Maritime Specialist(s), one Modelling Specialist, and one but not more than two Research Executive(s).
- 9.4 The Project Director can also assume the role of either the Maritime

Specialist **or** the Modelling Specialist. Except for the Project Director, other person in the Project Team can only assume one role.

- 9.5 The Project Team shall be headed by the **Project Director** who shall assume **overall responsibility** in the provision of Services. The Project Director shall
- (a) be a member of the academic staff at a **rank of an Assistant Professor or above** in a publicly-funded post-secondary institution in Hong Kong;
  - (b) hold a doctoral degree conferred by a university in or outside Hong Kong in the field of maritime studies; and
  - (c) possess tracked record of conducting at least one (1) study in the field of maritime studies.
- 9.6 The **Maritime Specialist** shall hold a **bachelor degree or higher qualification** conferred by a university in or outside Hong Kong in the field of **maritime studies**, possess local maritime knowledge and possess experience in undertaking maritime studies. He shall provide recommendation of the unit sheltered space for different pleasure vessels, produce Deliverables and outputs, and provide advice on other marine-related issues involved in the provision of Services.
- 9.7 The **Modelling Specialist** shall hold a **bachelor degree or higher qualification** conferred by a university in or outside Hong Kong in the field of **statistics, data science or related subjects**, and preferably possess experience in undertaking statistical study. He shall produce Deliverables and outputs, project the number of different local vessels using, but not limited to, **time series model or regression model**, and provide advice on other statistical issues in the provision of Services.
- 9.8 The **Research Executive** shall hold a **bachelor degree or higher qualification** conferred by a university in or outside Hong Kong in the field of **maritime studies, statistics, data science or related subjects**, and preferably possess experience in undertaking related study. He shall assist the Maritime Specialist and the Modelling Specialist in the provision of Services.
- 9.9 To substantiate the academic qualification requirements mentioned in Clauses 9.4 to 9.8 above, the Service Provider shall submit copies of academic certificate(s) and tracked records of maritime studies

conducted by the Project Director as documentary proof. Service Provider's quotation will not be considered further if the required documentary proof is not submitted by the Quotation Closing Date or within the time stipulated in a written request by the Government.

- 9.10 The Government reserves the right to require replacement of the Key Personnel of the Project Team.

## **10. Alternative Proposals and Negotiation**

- 10.1 Alternative proposals which improve the value of the offer may be submitted. The Government reserves the right to negotiate with any Service Provider about the terms of the offer.

## **11. Basis of Acceptance**

- 11.1 Service Providers shall note that their offers shall be considered on an overall basis. Offer for partial performance of the Services shall not be considered. The Government may, at its absolute discretion, accept one or more of the Innovative Suggestions submitted by the successful Service Provider in its Quotation. The Accepted Innovative Suggestions shall form an integral part of the Contract.

## **12. Award of Contract**

- 12.1 Subject to 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 confirms with all the essential requirements stipulated in the Quotation Documents and has the **highest combined score** among all the Quotations.
- 12.2 The successful Service Provider will receive a letter of acceptance as the official notification. The letter of acceptance shall constitute a legally binding contract between the Government and the successful Service Provider according to the conditions and requirements of the Contract. It shall either be sent by personal delivery or by post or facsimile transmission.
- 12.3 Service Providers who do not receive any notification within 90 days from the Quotation Closing Date shall assume that their quotations have

not been accepted.

### **13. Saving**

- 13.1 MD is not bound to accept the lowest or any quotation and reserves the right to accept all or any part of any quotation at any time within the period mentioned in Clause 6.2 of this Terms of Quotation.

### **14. Authenticity of Documents Submitted**

- 14.1 The Government reserves the right to require the Service Provider to prove the authenticity of a document submitted to the Government. Service Provider's quotation may not be considered further if certified true copies of the original documents as request by the Government is not submitted within the time stipulated in the written request by the Government.

### **15. Personal Data Provided**

- 15.1 All personal data provided in the Quotation will be used by the Government for quotation evaluation and contract award purposes, and all other purposes arising from or incidental to it. If insufficient and inaccurate information is provided, the quotation may not be considered.
- 15.2 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 Clause 15.1 above.
- 15.3 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.
- 15.4 Enquiries concerning the personal data collected by means of the Invitation to Quotation, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the MD.

**16. Complaint about Quotation Process or Contract Awards**

16.1 The quotation process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Service Provider who feels that his offer has not been fairly evaluated may write to the Director of Marine who will personally examine the complaint and refer it to the approving authority for consideration if it relates to the quotation system or procedures followed.

**17. Disclosure of Fees Payable to the Consultant and Other Matters**

17.1 The Government shall have the right to disclose to any person, whenever it considers appropriate or upon request by any third party (written or otherwise), and in such form and manner as it deems fit –

- (a) the fees, costs and expenses payable by the Government for engaging the Consultant;
- (b) the Fee Proposal submitted by the Consultant; and
- (c) the engagement by the Government of the Consultant under the Contract; the name of the Consultant; and the description of the Contract.

17.2 Nothing in Clause 17.1 above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Clause 17.1 above) if the disclosure is made under any one of the following circumstances:

- (a) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
- (b) the disclosure of any information already known to the recipient;
- (c) the disclosure of any information which is public knowledge;
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or

- (e) without prejudice to the power of the Government under Clause 17.1 above, to the extent the information relates to a Service Provider, with the prior written consent of that Service Provider.

## **18. Service Provider's Enquiries**

- 18.1 Any enquiries from the Service Providers concerning the Quotation Documents up to the date of lodging their quotations with the Government shall be in writing and shall be submitted to:

Director of Marine  
Marine Department  
Room 2307A, Harbour Building  
38 Pier Road, Central, Hong Kong  
(Attn : Ms. Amy WONG, Sr Stat)  
Fax : 2542 4638  
E-mail : anywong@mardep.gov.hk

- 18.2 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 his/her 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 Providers thereto shall be in writing or formally documented in writing.
- 18.3 Unless otherwise expressly stated by the Government in writing, any statement whether oral or written made in response to any enquiry made by a Service Provider shall be for information only. No such statement constitutes a representation or warranty of whatsoever nature, express or implied, and no invitation is made by the Government to any Service Provider to rely on the accuracy or completeness of such statement. Unless in the context of an issued addendum to the Quotation Documents, the statement will not be deemed to form part of this Quotation Documents and it shall not alter, negate or waive any of the provisions set out in this Quotation Documents.

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

- 19.1 For Service Providers who are unsuccessful in bidding the Contract, documents submitted by them in connection with this quotation will be destroyed one (1) year after the Contract has been awarded.

**20. Addendum**

- 20.1 The Government may issue addendum to the terms and conditions set out in the Quotation Documents before or after Quotation Closing Date. If such addendum is issued after the Quotation Closing Date, Service Providers may be asked to confirm compliance with the addendum, failing which they will be disqualified.

**21. Cost of Quotation**

- 21.1 A Service Provider submits its quotation proposal at its own costs and expense. The Government will not be liable for any costs and expenses whatsoever incurred by the Service Provider in connection with the preparation or submission of its quotation or in any related communication with the Government, whether before, on or after the Quotation Closing Date.

**22. Offering Gratuities**

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

## **CONDITIONS OF CONTRACT**

### **1. Contract Period**

- 1.1 This Contract is a service contract commencing on the commencement date as specified in the Government's letter of acceptance sent to the Consultant in pursuance of Clause 12.2 of the Terms of Quotation.
- 1.2 The Consultant shall not be regarded as having completed the Services until all the tasks set out herein have been completed to the satisfaction of the Government, including without limitation the submission of all the Deliverables and making all the presentations required hereunder.

### **2. Total Service and Variations**

- 2.1 The Services to be performed under this Contract shall be as laid down in the Services Specifications and the Schedules and shall be carried out as and when required, to the satisfaction of the Government. All orders placed under this Contract shall be issued in writing and the Government will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- 2.2 Where a variation has been made to the Contract, the amount to be added to or deducted from the Contract Price in accordance with that variation shall be determined in accordance with the rates specified in Part (II) of Schedule G (Price Schedule) so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

### **3. Quality of Service**

- 3.1 The Service shall be as specified in the Services Specifications and the Schedules and shall fulfil all the conditions and terms of any specifications (if any) supplied to the Consultant.
- 3.2 Any information as specified in Clause 5 of the Services Specifications reasonably required for the Consultant's guidance in the execution of this Services shall be provided by the Government free of charge.
- 3.3 The Consultant shall respond promptly to any communication made by



the Government Representative to them and shall upon being requested, arrive to the locations identified by the Government Representative and show the services to be performed.

- 3.4 If the Consultant fails to comply with an instruction of the Government Representative, the Government Representative shall record in writing. This record may be taken into account when their future tenders/quotations are evaluated.

#### **4. Inspection**

- 4.1 All Services performed in pursuance of this Contract shall be subject to inspection by the Government Representative.

#### **5. Acceptance**

- 5.1 All Services performed in pursuance of this Contract shall not be deemed to have been completed until and unless the Government Representative has confirmed acceptance of the same in writing.

#### **6. Responsibility of Consultant**

- 6.1 The Consultant shall **carry out the Services and follow instructions given by MD on the provision of Services specified in this set of Quotation Documents.**
- 6.2 The Consultant shall carry out its duties under this Contract diligently and protect the interests of the Government. The Consultant shall act loyally and faithfully towards the Government in all manners.
- 6.3 The Consultant shall ensure and procure that all Key Personnel of the Project Team engaged by the Consultant for the purpose of this Contract shall carry out the work as specified in the Services Specifications with due diligence and in accordance with the Government's requirements and the provisions of the Contract.
- 6.4 The Consultant shall indemnify and keep indemnified the Government, its authorised users, assigns and successors-in-title against all claims, losses, damages and liabilities attributable to the acts, omissions, misconduct, breach of contract or breach of duty committed by the Consultant or any of its employees and agents.

- 6.5 Data contained in the provision of Services, including findings of the statistical surveys of locally licensed vessels, must be treated in strict confidence. The Consultant shall exercise due care in handling all information to avoid loss and leakage of information. At the completion or earlier termination of the Contract Period, the Consultant shall, upon receipt of the MD's written approval, return to the Government or destroy all data files, working files and related documents immediately or within such period, at its own costs, as stipulated by the Government. The Consultant shall not destroy or obliterate the information or any parts thereof at any time whether during or after the Contract Period without having obtained MD's prior approval in writing. A written notice has to be submitted to MD after the disposal of the information provided.
- 6.6 The results of the assessment, Deliverables, and any of the output of the Consultant shall not be made available or accessible to any parties other than the Government without the prior written consent of the Government.
- 6.7 The Consultant undertakes that all Services shall be provided by Key Personnel of the Project Team who have been approved by the Government for the purposes of providing Services. In the event of the death, incapacity or termination of employment with the Consultant of any approved member of the Project Team before the completion of the Services, the Consultant shall at its own expense and as soon as practicable arrange to substitute or replace the member concerned.
- 6.8 The Consultant shall obtain the Government's prior written approval for any proposed addition or change of Key Personnel of the Project Team. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing member and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward a curriculum vitae of the proposed substitute or replacement to the Government Representative and shall warrant that it is complete and accurate in all material respects. In the event that the Government reasonably objects to or is not reasonably satisfied with the proposed substitute or replacement, the Consultant shall forthwith forward a curriculum vitae of another substitute or replacement, who shall be no less qualified or experienced as aforesaid.

## **7. Consultant's Acknowledgement, Obligations and Contract Performance**

7.1 The Consultant shall be responsible for the accuracy of all documents and information supplied by the Consultant to the Government in connection with the Services. Without prejudice to any other provisions in the Quotation Documents, the Consultant shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified from and against all losses, damages, costs, charges and expenses of whatsoever nature arising from and incurred in connection with, any discrepancies, errors or omissions therein on the Quotation.

## **8. Warranties and Representations**

8.1 The Consultant will be required to warrant and undertake to the Government that –

- (a) the Project Team shall provide independent and unbiased professional advice to the Government in relation to the provision of Services in accordance with applicable professional standards;
- (b) the Project Team shall carry out and complete the Services with all due diligence and in a timely, skillful and impartial manner, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from an expert engaged in a similar type of undertaking the same or similar circumstances;
- (c) the Project Team shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
- (d) 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;
- (e) it shall not employ any illegal workers to carry out its obligations under the Contract;
- (f) the Services shall conform in all respects to the Services Specifications and other conditions under the Contract;

- (g) the Consultant has full power, capacity and authority to enter into the Quotation and to perform its obligations under the Contract; and
- (h) 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.

## **9. Consultant's Premises**

- 9.1 The Consultant shall maintain a premises in Hong Kong for the provision of Services during the entire Contract Period under the control of the Project Director who shall assume full responsibility for the assessment.

## **10. Payment**

- 10.1 The Government shall pay the Consultant a fixed lump sum of the Contract Price in Hong Kong Dollars in consideration of and subject to the Consultant performing the Services to the satisfaction of the Government.
- 10.2 Payment of the Contract Price to the Consultant will be in the form of instalments upon acceptance in writing by the Government of the corresponding Deliverables in accordance with the payment schedule below:

<b>Item No.</b>	<b>Payment Milestone</b>	<b>Percentage of the Contract Price payable</b>
1 <sup>st</sup>	Upon issue of the letter of acceptance by MD.	10%
2 <sup>nd</sup>	Upon acceptance in writing by the Government of the “Working Paper on review and recommendation on unit sheltered space for different types of Class IV vessels and visiting pleasure vessels” in both English and Chinese.	40%
3 <sup>rd</sup>	Upon acceptance in writing by the Government of the Report on “Assessment of typhoon shelter space requirements” up to 2035 with an executive summary in both English and Chinese.	40%
4 <sup>th</sup>	Upon presentation of the assessment result in up to four meetings of the consultative committees, including the Local Vessel Advisory Committee, as and when required by MD.	10%

10.3 The Consultant shall address and forward all invoice(s) and correspondence concerning payment to MD at the address below or as otherwise directed. The Government shall not be held responsible for any delay in payment if invoice and correspondence are not properly addressed.

Director of Marine  
Marine Department  
Room 2307A, Harbour Building  
38 Pier Road, Central, Hong Kong  
(Attn : Ms. Amy WONG, Sr Stat)  
Fax : 2542 4638  
E-mail : anywong@mardep.gov.hk

10.4 Notwithstanding anything herein to the contrary, payment in respect of the payment schedule in Clause 10.1 above shall be made within 30 days after the receipt of invoice, or upon certification by the Government representative that the Service has, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative, whichever is later.

- 10.5 Apart from the payment, under no circumstances whatsoever will the Government be liable to pay to the Consultant or any other person any money. The Government will not reimburse or compensate the Consultant for all or any costs, expenses, losses and liabilities which may be incurred or suffered by the Consultant in undertaking the Services, irrespective of location in which the Services have to be discharged. All things done by the Consultant shall be deemed as things which the Consultant is required to do for performing the Service, and be compensated for in the form of the Payment only. All vessels, vehicles and equipment, all materials and all labour used and hired by the Consultant for performing the Services will be provided by the Consultant at its sole cost.
- 10.6 The Consultant warrants that if it shall perform the Contract in full compliance with all Accepted Innovative Suggestions. In the event that the Consultant fails to deliver any of the Accepted Innovative Suggestions, the Consultant shall, subject to Sub-clauses (b) and (c) below, pay to the Government a sum of money calculated according to the formula in Sub-clause (a) below as liquidated damages for **EACH** of such Accepted Innovative Suggestions which it fails to deliver:
- (a) Payable amount for liquidated damages on failure to deliver each Accepted Innovative Suggestion:

$$C \times W(T) \times \frac{M(IS)}{M(TP)} \times \frac{P}{CP}$$

- where*
- C = the Contract Price
- W(T) = the weighting, expressed as a percentage, of the technical assessment in the overall marking scheme
- M(IS) = the marks that would be given to one (1) Innovative Suggestion in accordance with the marking scheme
- M(TP) = the full technical mark for the Technical Proposal in the marking scheme
- P = length of time express in number of days during which the Consultant fails to comply with relevant Accepted Innovative Suggestion
- CP = Contract Period express in number of days

The amount calculated in accordance with the above formula represents a reasonable sum proportionate to the Government's legitimate interest in the enforcement of the relevant Accepted Innovative Suggestion.

- (b) For any given point of time within the Contract Period, the number of Accepted Innovative Suggestions which the Contractor fail to deliver and upon which liquidated damages are payable under Sub-clause (a) above shall not exceed the maximum number of Innovative Suggestions to which marks could be awarded to a Service Provider in the quotation evaluation process.
- (c) The aggregate amount of liquidated damages payable pursuant to Sub-clause (a) above may not exceed two per cent (2%) of the Contract Price.

## **11. Warranty against Collusion**

11.1 By submitting a Proposal, the Consultant represents and warrants that in relation to this Quotation –

- (a) it has not communicated and will not communicate to any person other than the Government the amount of any Contract Price;
- (b) it has not fixed and will not fix the amount of any Contract Price by arrangement with any person;
- (c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a Proposal; and
- (d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the Quotation.

11.2 In the event that the Consultant is in breach of any of the representations and/or warranties in Clause 11.1 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government –

- (a) reject the Proposals;
- (b) if the Government has accepted the Proposals, withdraw its

acceptance of the Proposals; and

(c) if the Government has entered into the Contract with the Consultant, forthwith terminate the Contract.

11.3 The Consultant shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 11.1 above.

11.4 Any breach of any of the representations and/or warranties in Clause 11.1 above by the Consultant may prejudice the Consultant's future standing as a government consultant.

11.5 Clause 11.1 shall have no application to the Consultant's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the consulting fee, or with its professional advisers or consultants to solicit their assistance in preparation of the Quotation submission. For the avoidance of doubt, the making of a bid by a bidder to the Government in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause 11.1 above.

11.6 The rights of the Government under Clauses 11.2 to 11.4 above are in addition to and without prejudice to any other rights or remedies available to it against the Consultant.

## **12. Warning against Bribery**

12.1 The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Service Provider or any of its members will render its Quotation null and void.

12.2 The successful Service Provider shall inform its members (whether permanent or temporary) who are connected with 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.



**13. Sub-contracting**

13.1 The Consultant shall not, without the prior written consent of the Government, sub-contract, assign or otherwise dispose of the whole or any part or parts of the Services to any person whatsoever, or purport to do so. If any part of the Services is sub-contracted to any person with the Government's approval, the Consultant shall remain liable for any act or omission of such person as if such act or omission were its own.

**14. Conflict of Interest**

14.1 The Consultant shall disclose in the Technical Proposal 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 Consultant, any member of the Project Team or any of their respective associates or associated persons conflict or compete, or may (or may be seen to) conflict or compete, with the Project Team's duties to the Government under the Contract. Any involvement or interest declared would be carefully considered but would not necessarily debar the Consultant from being further considered in the selection process.

14.2 The Consultant shall during the term of the Contract and for six (6) months thereafter –

- (a) ensure that it (including its associates and associated persons and each member of the Project Team) shall not undertake any service, task or job or do anything whatsoever for or on behalf of any third party (other than in the performance of the Contract) which conflicts, or which may be seen to conflict, with Consultant's duties to the Government under the Contract; 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 Consultant or its associates or associated persons, or any member of the Project Team conflict or compete, or may conflict or compete, with the Consultant's duties to the Government under the Contract.

14.3 The Consultant shall provide the Services to the Government on an impartial basis without giving favour to any particular product, service or equipment in which the Consultant has a commercial interest. The

Consultant shall notify the Government in writing immediately upon knowing of any actual or potential financial, professional, commercial, personal or other interests that the Consultant (including its associates or associated persons), or any member of the Project Team or their associates or associated persons may have in, or of any association or connection which the Consultant or the aforesaid persons may have with, any product, service or equipment proposed or recommended by the Consultant under the Contract.

- 14.4 The Consultant shall procure each member of the Project Team and its professional advisers and employees who are involved in the provision of the Services to execute a legally binding written undertaking in favour of the Consultant and the Government jointly and severally in a form prescribed by the Government agreeing to observe Clauses 14.2 and 14.3 above and the Consultant shall provide the original or certified true copies of all such undertakings to the Government as may be required by the Government. The Consultant further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with the Government in their enforcement.
- 14.5 The Consultant shall ensure that each member of the Project Team and its professional advisers and employees shall keep themselves informed and shall inform the Consultant and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may conflict or compete, with the Consultant's duties to the Government under the Contract.
- 14.6 The Consultant shall ensure that it (including its associates or associated persons), or each member of the Project Team who are involved in the performance of the Consultant's obligations pursuant to the Contract shall not (whether on its own or in joint venture with others) submit any bid in any competitive bidding process or accept any appointment as consultant for, or otherwise be interested in or involved in any manner in any subsequent exercise for procurement arising out of or which is or was the very subject of the Quotation. For the avoidance of doubt, this obligation shall apply during the term of the Contract and shall continue to apply notwithstanding the expiry or earlier termination of the Contract.

**15. Nature of Contract**

15.1 The Consultant will be engaged by the Government as an independent contractor on a principal-to-principal basis and not as a partner, employee or agent of the Government or as a trustee for others.

**16. Restrictions, Limitations and Counter-Proposals proposed by a Consultant**

16.1 Restrictions or limitations proposed by a Consultant which seek to limit or avoid the responsibility of the Consultant or Project Team in contract, tort or otherwise for failing to exercise the skill and care required by the Contract or reasonably expected of the Consultant and Project Team in these circumstances may render any proposal non-compliant in the absolute discretion of the Government.

**17. Change in the Scope of the Services**

17.1 The Government may at any time by giving 14 days' written notice to the Consultant, make changes as reasonable in all the circumstances to the scope of the Services. The costs (if any) of such changes and the impact of such changes on the timetable, charging and payment provisions of the Contract shall be mutually agreed in writing by the Government and the Consultant with reference to and on the basis of the charging rates and other information specified in the Fee Proposal.

17.2 If the Government and the Consultant are unable to agree on the costs of variation, the revised work programme, charge or payment schedule, the Government may nevertheless direct the Consultant in writing to proceed with the changes with reference to and on the basis of the charging rates and other information specified in the Fee Proposal and the Consultant shall act accordingly.

**18. Withholding Tax**

18.1 Where the Consultant is or becomes a non-Hong Kong resident, the Government shall withhold a percentage (equivalent to the prevailing Hong Kong profits tax rate prescribed by the Inland Revenue Ordinance Chapter 112 of the Laws of Hong Kong) for unincorporated or incorporated business or profession, as the case may be) of any fees payable to the Consultant (excluding any amount that is reimbursement

of expenses pursuant to an express term of the Contract) in respect of the Services provided in Hong Kong by the non-Hong Kong resident Consultant for the settlement of profits tax chargeable on the fees. Without prejudice to the Government's rights as to set off, the Government shall return to the Consultant any balance representing the excess of fees so withheld in the basis period of the year of assessment over the Consultant's profits tax liability chargeable on the fees for the year without interest within a reasonable time upon final determination and settlement of the Consultant's profits tax liabilities.

## **19. Performance Monitoring**

- 19.1 Should a Consultant be awarded the Contract, its subsequent performance shall be monitored and may be taken into account when its future offers for other tenders/ quotation exercises are evaluated. A Consultant may be suspended from bidding for any new Government tender/quotation if its performance is unsatisfactory.

## **20. Cancellation of Quotation**

- 20.1 Without prejudice to the Government's right to cancel the quotation, where there are changes of requirement after Quotation Closing Date for operational or whatever reasons, the Government is not bound to accept any conforming quotation and reserves the right to cancel the quotation.

## **21. Personal Data (Privacy) Ordinance**

- 21.1 The Consultant shall comply with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486) in collecting, processing and storing the personal data of the Survey subjects in relation to this Contract.
- 21.2 Without prejudice to any of the foregoing in Clause 21.1 above,
- (a) the Consultant shall ensure that the person from whom personal data are or are to be collected are informed, amongst other things, on or before collecting the personal data the purpose (in general or specific terms) for which the personal data are to be used and the classes of persons (including the Government) to whom the personal data may be transferred; and

- (b) the Consultant shall not disclose or allow access to any personal data acquired by the Consultant or provided by the Government during the course of performing its obligations under this Contract, other than to the Government, and members of the Project Team. Any disclosure of or allowed access to personal data shall be made in confidence and shall extend only so far as is necessary for the purposes of carrying out the Consultant's duties and obligations under this Contract.
- 21.3 The Consultant shall fully indemnify the Government, its authorised users, assigns and successors-in-title from and against all losses, liabilities, claims, actions, proceedings, demands, costs, charges or expenses arising out of or in connection with any claim instituted by any person made in respect of information subject to the Personal Data (Privacy) Ordinance (Cap. 486) which claims would not have arisen but for an act, omission or negligence on the part of the Consultant, members of the Project Team.
- 21.4 The terms "personal data" and "data subject" shall have the meanings ascribed to them in section 2(1) of the Personal Data (Privacy) Ordinance (Cap. 486).

## **22. Use of the Government's name**

- 22.1 The Consultant must **not** use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government except pursuant to the Consultant's performance of the Services and to the extent that the relationship between the Government and the Consultant in relation to the Services is public knowledge and, shall not disclose to the media any information relating to the Services (including without limitation the advice provided by it or the duties undertaken by it under this Contract).
- 22.2 All Materials, including data files and findings of the statistical surveys shall not be made available to any other parties, including the general public, nor shall the Consultant use those Materials and data for its own purposes without prior written consent of the Government.
- 22.3 The provisions of this clause shall survive the expiration or early termination of this Contract and shall continue in full force and effect notwithstanding such termination.

## **23. Confidentiality**

23.1 All materials and data furnished by or on behalf of the Government in connection with the Contract, Materials, and the terms and conditions of the Contract shall be treated as confidential information. The Consultant shall not, during the continuance of the Contract or at any time thereafter, disclose to any person (including without limitation any associates or associated persons, directors, officers, employees or agents of the Consultant who are not members of the Project Team, except to the senior management, legal and compliance personnel and auditors of the Consultant and then only on a need-to-know basis) any confidential information, provided that the restrictions on disclosure contained in this clause shall not apply –

- (a) to the disclosure of any information to any members of the Project Team in circumstances where such disclosure is necessary for the performance of the Consultant's duties and obligations under the Contract;
- (b) to the disclosure of any information already known to the recipient other than as a result of disclosure by a breach of the confidentiality obligation of the Consultant, its associates or associated persons, directors, officers, employees, agents or any Key Personnel of the Project Team;
- (c) to the disclosure of any information which is or becomes public knowledge other than as a result of disclosure by a breach of the confidentiality obligation of the Consultant, its associates or associated persons, directors, officers, employees, agents or any Key Personnel of the Project Team;
- (d) to the disclosure of any information in circumstances where such disclosure is required pursuant to any law, regulation, rule of any relevant stock exchange, or order of a court or arbitral authority of competent jurisdiction;
- (e) to the disclosure of any information to be the Consultant's professional advisers, directors, officers, employees or agents where such disclosure is necessary for the performance of the Consultant's duties and obligations under the Contract; or
- (f) to the disclosure of any information with the prior written consent

of the Government.

The Government shall have the right to determine in good faith at any time whether any information is within that described in Sub-clauses (b), (c) or (e) above and the Consultant shall comply with that determination. For the purpose of (e), if at the time the Government discloses the information to the Consultant, the Government does not expressly state that the information cannot be distributed to the persons named in (e), the Government shall be deemed to have consented to the disclosure of that information to those persons but such disclosure shall be strictly limited to the performance of the Consultant's duties and obligations under the Contract.

- 23.2 Any disclosure permitted under Clause 23.1 above shall be in strict confidence and shall extend only so far as may be necessary for the purpose specified in Clause 23.1 above and the Consultant shall ensure the confidentiality of any such disclosure by taking all appropriate action to restrain or restrict any further disclosure.
- 23.3 The Consultant shall not make use of or reproduce any Materials, information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to the Contract furnished by or on behalf of the Government other than in the performance of its obligations under the Contract and shall not make use of the Deliverables or any Materials or computer models produced or created in relation to the performance of its obligation under Contract other than in the performance of its obligations under the Contract or with the prior written consent of the Government.
- 23.4 The Consultant shall **not** without the prior written consent of the Government publish, either alone or in conjunction with any other person or organisation, in any newspaper, magazine, periodical, film, video, or other medium, any reports, charts, documents, plans, software, data, deliverables, or computer models produced or created in relations to this Services, and all Materials furnished to or acquired by the Consultant in connection with the Services including all data of individual vessels as well as Confidential Information relation to the provision of Services (including without limitation the advice provided by it or the duties undertaken by it under the Contract).
- 23.5 The Consultant shall inform every person to whom any information, report, chart, document, plan, software, data or other particulars or

information relating to the Contract is disclosed pursuant to this clause of the restrictions on reproduction and disclosure attaching to such information and the Consultant shall require such a person to notify the same restrictions to any other person to whom it makes any such disclosure.

- 23.6 The Consultant shall be fully aware of its obligations as a Government Consultant under the Official Secrets Ordinance (Cap. 521). Without limitation, it shall not, without lawful authority, as defined in the Official Secrets Ordinance, disclose any information relating to security, intelligence, defence or international relations, or any information the disclosure of which results in the commission of an offence, facilitates an escape from legal custody or the doing of any other act prejudicial to the safekeeping of persons in legal custody, or impedes the prevention or detection of offences or the apprehension or prosecution of suspected offenders, and which is or has been in its possession by virtue of its position as a Government Contractor.
- 23.7 The Consultant shall procure each member of the Project Team and its professional advisers, directors, officers, employees and agents referred to in Sub-clause 23.1(e) above to execute a legally binding written undertaking in favour the Consultant and the Government jointly and severally in a form prescribed by the Government agreeing not to disclose any such confidential information and the Consultant shall provide the original or certified true copies of all such undertakings to the Government as may be required by the Government. The Consultant further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with the Government in their enforcement.
- 23.8 Clauses 23.1 to 23.7 above shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **24. Indemnity**

- 24.1 The Consultant shall indemnify and keep indemnified the Government 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 the Government (“Claims”); and

- (b) any and all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other awards, costs, payments, charges and expenses) which the Government may pay or incur as a result of or in relation to any Claims,

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

- (i) the performance or breach of any provisions of the Contract by the Consultant;
- (ii) the negligence, recklessness, tortious acts or wilful misconduct of the Consultant, its employees or agents in the provision of the Services;
- (iii) any default, unauthorised act or wilful omission of the Consultant, its employees or agents in the provision of the Services;
- (iv) the non-compliance by the Consultant, its employees or agents with any applicable law, or regulation, order or requirement of any government agency or authority in the provision of the Services;
- (v) any allegation of or claim for infringement of the Intellectual Property Right of any party arising from or in any way related to the provision of the Services by the Consultant, its employees or agents; or
- (vi) the provision, use, reproduction or possession at any time whether before or after the execution of the Contract of the Materials or Licensed Property by the Government.

24.2 The Government will **not** under any circumstances provide any indemnity.

## **25. Illegal Workers**

25.1 The Consultant undertakes not to employ illegal workers in the execution of the Services. Should the Consultant be found to have

employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice in writing, terminate the Contract and the Consultant is not entitled to claim any consumption.

25.2 The Consultant shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract.

## **26. Governing Law**

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

## **27. Intellectual Property Rights**

27.1 All the Materials and all the Intellectual Property Rights in all the Materials shall be and shall remain the exclusive property of the Government and shall vest in the Government absolutely at the time when they are created.

27.2 In the event and to the extent that any of the Intellectual Property Rights in the Materials is deemed for any reason not to vest in the Government pursuant to Clause 27.1 above, then, upon request by the Government, the Consultant shall forthwith, free of charge to the Government, assign or otherwise transfer or cause to be assigned or otherwise transferred the same to the Government free of any encumbrance or compensation to the Consultant.

27.3 The provisions of Clause 27.1 above shall not apply to the following type of property (“Licensed property”), namely that of a kind which is available publicly or generally within the business of a kind similar to that to be provided by the Consultant under the Contract or which is or was specifically produced or created solely and exclusively in relation to Services, other than Services to be provided to the Government under the Contract, and which is incorporated or used in the Materials or otherwise used by the Consultant in the performance of the Contract. The Consultant shall keep the Government informed in writing of any of the Materials that are subject matter(s) of the Licensed Property or any pre-existing Intellectual Property Rights and any restrictions

whatsoever affecting the use thereof.

- 27.4 The Consultant undertakes to acquire all the requisite consents and licences for the benefit of the Government for the use and reproduction of the Licensed Property incorporated in the Materials for any purposes for which the Government may at its absolute discretion use the Materials.
- 27.5 Upon request by the Government, and in the event of the expiration or termination of the Contract, the Consultant shall at its expense promptly deliver to the Government all the Materials and all copies of the Materials (save for the Deliverables already submitted), then in the Consultant's custody, control or possession.
- 27.6 The Consultant hereby waives and will procure all the authors concerned to waive all moral rights (as referred to in the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong)) in the Materials and the Licensed Property, such waiver to operate in favour of the Government, its licences, assigns and successors in title and to have effect upon the vesting of Intellectual Property Rights or the grant of the licence (as the case may be).
- 27.7 The Consultant shall ensure that no Intellectual Property Rights of any third parties have been or will be infringed as a result of the Services and shall indemnify the Government against any loss or damage which the Government may sustain or incur as a result of any allegation of or claim for infringement of the Intellectual Property Rights of any party arising from or in any way related to the Services or the use or possession at any time whether before or after the execution of the Contract of the Materials by the Government.
- 27.8 At the request of the Government, the Consultant shall, free of charge to the Government, do all such things and sign all such documents and instruments as may be reasonably necessary in the opinion of the Government to enable the Government to obtain, defend and enforce its right in the Materials.
- 27.9 Clauses 27.1 to 27.8 above shall survive the expiration or early termination of the Contract.

**28. Termination of Contract**

- 28.1 The Government may, by written notice, immediately terminate the Contract if the Consultant shall be in breach of any terms or conditions of the Contract which is not capable of being remedied or, in the case of a breach capable of being remedied, such breach shall not have been remedied by the Consultant within fourteen (14) days of the receipt of a notice from the Government.
- 28.2 The Government may at any time or times prior to the completion of the Services at its option terminate the Contract by giving the Consultant fourteen (14) days' prior written notice of such termination.
- 28.3 The termination of the Contract shall not prejudice or affect any rights of action or other remedies which may have accrued to the Government or the Consultant.
- 28.4 The Consultant will be paid for Services properly performed up to date of termination.

**29. Service of Notice**

- 29.1 All notices, demands or other communications given or made under the Contract shall be in writing and delivered or sent to the Consultant at its address or facsimile number set out in the Schedules. Notices and other communications given or made under the Contract by the Consultant to the Government shall be in writing and delivered or sent to the Government at its address or facsimile number set out below:

Director of Marine  
Marine Department  
Room 2307A, Harbour Building  
38 Pier Road, Central, Hong Kong  
(Attn : Ms. Amy WONG, Sr Stat)  
Fax : 2542 4638  
E-mail : anywong@mardep.gov.hk

**30. Settlement of Disputes**

- 30.1 If there is any dispute between the Government and the Contractor concerning the Services Specifications or any Warranties or any other requirement of the Contract, any dispute or difference between the parties arising out of or in connection with the Contract which is not

resolved within 28 days may first be referred to mediation in accordance with the then current Hong Kong International Arbitration Centre Mediation Rules.

**31. Set-off**

- 31.1 Where the Consultant 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 Consultant under the Contract or any other contract made between the Government and the Consultant.

## **SERVICES SPECIFICATIONS**

### **1. Introduction**

- 1.1 Quotations are invited for the “Provision of Services for Assessment of Typhoon Shelter Space Requirements” covering the period up to 2035 (hereafter referred to as “assessment”). Professional input from **both maritime and statistical services** is required.

### **2. Background**

- 2.1 The Government is committed to ensuring that sufficient sheltered space is provided within Hong Kong waters for local vessels to take refuge during typhoons or inclement weather so as to ensure the safety of these vessels and their crew members on board. The supply of sheltered space in Hong Kong waters includes typhoon shelters, sheltered anchorages and the berthing facilities in marinas.
- 2.2 Under this background, MD has been conducting periodic assessment on existing and projected demand and supply of sheltered space for local vessels on a territorial basis roughly every five years. The assessment results facilitate the long-term planning of provision of sheltered space, including provision of typhoon shelters and identification of suitable sheltered anchorages.
- 2.3 The result of the previous assessment covering the period up to 2030 is available at the **Annex** of the Paper No. 11/2017 of the Local Vessel Advisory Committee at [https://www.mardep.gov.hk/en/aboutus/pdf/lvacp11\\_17.pdf](https://www.mardep.gov.hk/en/aboutus/pdf/lvacp11_17.pdf). This Paper also included recommendations of the “Review on Berthing and Sheltered Space for Local Vessels in Hong Kong” which are **not** required in this Invitation to Quotation.
- 2.4 According to the result of the previous assessment released in mid-2017, it was projected a surge in demand for sheltered space from local vessels up to 2030 and the surge was largely attributable to the significant increase in the demand from Class IV vessels (pleasure vessels). While the territorial supply of sheltered space for local vessels could adequately meet the projected demand up to 2030<sup>1</sup>, the surplus in sheltered space would

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<sup>1</sup> As both typhoon shelters and sheltered anchorages are open to all classes of local vessels on a first-come-first-served basis, the shortfall of sheltered space for Class IV vessels till 2030 could be absorbed by the

decrease over time. There would be increasing competition among different classes of vessels for typhoon shelter space, particularly due to the anticipated large demand from Class IV vessels.

2.5 The interpretation of “local vessels” is given in section 2 of the Merchant Shipping (Local Vessels) Ordinance (Cap. 548), and is reproduced below:

“local vessel” (本地船隻) means –

- (a) any vessel used solely within the waters of Hong Kong, whether registered under the Merchant Shipping (Registration) Ordinance (Cap. 415) or in a place outside Hong Kong;
- (b) any vessel regularly employed in trading to or from Hong Kong unless registered in a place outside Hong Kong;
- (c) any vessel possessed or used for pleasure purposes in the waters of Hong Kong;
- (d) any vessel employed in sea fishing plying regularly in the waters of Hong Kong, or using the waters of Hong Kong as a base; or
- (e) any vessel –
  - (i) registered in the Mainland of China or Macau;
  - (ii) employed in trading to or from Hong Kong; and
  - (iii) issued with any certificate by a government authority of the Mainland of China or Macau permitting its trading to Hong Kong other than any accepted convention certificate;  
*(Replaced 24 of 2005 s.2)*

2.6 Local vessels can be broadly classified into vessels licensed in Hong Kong (hereafter referred to as “locally licensed vessels”) as well as small visiting vessels call at the Hong Kong Port. They can also be broadly categorised as operating vessels and pleasure vessels as illustrated below:

	<b>Operating vessels</b>	<b>Pleasure vessels</b>
<b>Locally licensed vessels</b>	<b>Class I vessel:</b> any vessel other than a Class IV vessel which is permitted to carry more than 12 passengers like launch and ferry	
	<b>Class II vessel:</b> any vessel other than a Class IV vessel which is permitted to carry not more than 12 passengers (including dry cargo vessels, dumb lighters, dredgers, barges, pilot boats and tugs)	
	<b>Class III vessel:</b> any vessel used exclusively for fishing and related purposes, which is not permitted to carry passengers	
		<b>Class IV vessel:</b> any vessel used exclusively for pleasure purposes regardless of the number of passengers it is permitted to carry
<b>Small visiting vessels</b>	River trade vessels and coastal vessels registered in the Mainland	
		Visiting pleasure vessels

2.7 Class IV vessels are further classified into three types, viz. auxiliary powered yacht, cruiser and open cruiser, under the Merchant Shipping (Local Vessels) Ordinance. The increase in the number of Class IV vessels in recent years is mainly attributable to open cruiser, the smallest type of vessel.

### 3. Objective of the Services

3.1 The objectives are to –



- (a) recommend the unit sheltered space for different pleasure vessels, viz. the three types of Class IV vessels and visiting pleasure vessels;
- (b) project the number of different classes and/or types of local vessels that will be in need of sheltered space in Hong Kong waters;
- (c) assess the existing and projected situations of demand of sheltered space for different classes and/or types of local vessels in Hong Kong waters;
- (d) update the projected situation of supply of sheltered space for local vessels in Hong Kong waters based on input from Government Bureaux/Departments and marinas **only**; and
- (e) compare the existing and projected situations of demand and supply, and advise on the projected surplus or shortfall in sheltered space for local vessels in Hong Kong waters.

The projection horizon should cover each individual year up to 2035. Breakdown by operating vessels and pleasure vessels are required.

- 3.2 Unit sheltered space for pleasure vessels in Clause 3.1 (a) above refers to the water space required by certain type of pleasure vessel **at the time of mooring in typhoon shelter, sheltered anchorage or marina during the passage of typhoons**. It includes water space between vessels, passage areas and fire lanes, and may take the form of, including but not limited to, anchor, private mooring and wet berth.
- 3.3 All local vessels, other than certain exceptions such as vessels carrying dangerous goods and vessels exceeding the permitted length of respective typhoon shelters, may enter and remain in any typhoon shelters at any time. Sheltered space in typhoon shelters and sheltered anchorages (other than private moorings) are available to local vessels on a first-come-first-served basis.
- 3.4 The Consultant should duly take into account the following developments in meeting the objectives in Clause 3.1 above:
  - (a) Unlike the larger auxiliary powered yacht or the more luxurious cruiser, open cruiser is the smallest type of Class IV vessels. It is the main contributing type to the increase in Class IV vessels in recent years. This sampan-size vessel includes speed boat and small jet ski, and is used for recreational purpose by less wealthy users. Given its

differentiation in size with auxiliary powered yacht and cruiser, dominant share, and increasing trend in number, it is crucial to re-visit its unit sheltered space and those of the other two types with a view to improving the assessment.

- (b) The provision of sheltered space to local vessels covers those in need of sheltered space in Hong Kong waters during the passage of typhoons. As such, vessels out of Hong Kong waters during typhoons, i.e. outside Hong Kong, stowed in dry berths/hardstands or mother boats, are not covered. Vessels at fish culture zones and shipyards even at the time of typhoons, which are relatively sheltered and not open to all local vessels, are considered not in need of sheltered space in Hong Kong waters. Information on sheltered arrangement reported by locally licensed vessels during the passage of typhoons was collected in the statistical surveys conducted in 2014/15 and 2020/21. Updated findings from the 2020/21 statistical survey are expected to be available in mid-2021.
- (c) Some larger Class III vessels operate mainly further afield in the South China Sea have their home bases in typhoon shelters in Hong Kong, such as Aberdeen West and Tuen Mun Typhoon Shelters. During the fishing moratorium which overlaps with typhoon season, these vessels may return to their home bases, thus occupying sheltered space in typhoon shelters. Updated findings on berthing arrangement of Class III vessels during fishing moratorium are also expected to be available from the 2020/21 statistical survey in mid-2021.
- (d) The Pak Sha Wan Sheltered Anchorage with a sheltered space of 84 ha or over 10% of the total sheltered space in Hong Kong waters has a low mooring capacity. A trial of replacing some single-buoy moorings with double-berth pontoon moorings so as to increase the mooring capacity in this sheltered anchorage was conducted after the previous assessment. The result was found to be unfruitful, and the mooring capacity in this large sheltered anchorage is likely to remain low in future.
- (e) In addition to locally licensed pleasure vessels, the assessment should include the demand from visiting pleasure vessels<sup>2</sup> in Hong

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<sup>2</sup> The numbers of arrivals of visiting pleasure vessels are 135 in 2015, 151 in 2016, 130 in 2017, 127 in 2018, 91 in 2019 and 33 in 2020.

Kong waters at the time of typhoons. It should be noted that a new measure has been introduced in 2016<sup>3</sup> which allows visiting pleasure vessels to navigate in Hong Kong waters for leisure purpose, in addition to participating in a racing event, proceeding to a shipyard for repair service, or changing berthing location.

- (f) Owners of operating vessels have been requesting for designation of exclusive mooring area for non-pleasure vessels in typhoon shelters so as to avoid minor collision with and associated compensation claims by pleasure vessels berthing nearby. Following the designation of exclusive mooring area of non-pleasure vessels in Kwun Tong Typhoon Shelter through administrative mean, the trade has requested the Government to look into the feasibility of designation of such mooring area for operating vessels in other typhoon shelter.

#### **4. Information Available to the Consultant**

- 4.1 The following information will be provided to the Consultant in the provision of services:
  - (a) records of locally licensed vessels by class by type, including their length overall and breadth;
  - (b) typhoon reports showing the number and types of vessels observed in each typhoon shelter and their occupancy rates during the passage of typhoons;
  - (c) sheltered spaces in typhoon shelters, sheltered anchorages and marinas with own berthing facilities in Hong Kong waters in 2020, and the anticipated changes up to 2035 from Government Bureaux/Departments;
  - (d) survey report of the 2014/15 statistical survey; and
  - (e) findings and survey report of the 2020/21 statistical survey, which include but not limited to, sheltered arrangement of locally licensed vessels during the passage of typhoons and berthing arrangement of Class III vessels during fishing moratorium in 2020.

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<sup>3</sup> Since the implementation of the new measure in December 2016, owner of a visiting pleasure vessel can apply for a permission to navigate in Hong Kong waters provided that the applicant can confirm that a berthing space has been secured at a marina or yacht club, and that the stipulated safety and navigation requirements are met.

## 5. Scope of the Services and Tasks to be Carried Out by the Consultant

### 5.1 The Consultant shall –

- (a) study the typhoon reports, size and trend of different types of Class IV vessels and visiting pleasure vessels, images on mooring arrangements and other information as appropriate, and using application of big data and artificial intelligence as **accepted under Type I Innovative Suggestion**, if any, so as to recommend the unit sheltered space for different types of Class IV vessels and visiting pleasure vessels during the passage of typhoons;
- (b) study the trend of different classes and/or types of locally licensed vessels and small visiting vessels, and project their numbers with reference to past trend and socio-economic data **using time series model or regression model**, and using application of big data and artificial intelligence as **accepted under Type I Innovative Suggestion**, if any;
- (c) determine locally licensed vessels in need of sheltered space in Hong Kong waters up to 2035 based on the findings of the statistical surveys conducted in 2014/15 and 2020/21, and other information as appropriate;
- (d) assess the existing and projected situations of demand of sheltered space in Hong Kong waters for local vessels with breakdown by operational vessels and pleasure vessels up to 2035;
- (e) update the projected situation of supply of sheltered space in Hong Kong waters up to 2035 based on inputs from Government Bureaux/Departments and marinas **only**; and
- (f) advise the projected shortfall or surplus in sheltered space in Hong Kong waters for local vessels with breakdown by operational vessels and pleasure vessels up to 2035.

## 6. Deliverables

### 6.1 The Consultant shall produce –

- (i) the “Working Paper on review and recommendation on unit sheltered space for different types of Class IV vessels and visiting pleasure vessels” in both English and Chinese; and

(ii) the Report on “Assessment of typhoon shelter space requirements” up to 2035 with an executive summary in both English and Chinese.

6.2 None of the Deliverables shall be deemed to have been completed until and unless the Government Representative has confirmed acceptance of the same in writing.

## 7. Progress Meetings

7.1 The Project Team, headed by the Project Director, shall attend progress meetings with MD on a **monthly basis** prior to the presentation of assessment result in the meeting of or endorsement of the assessment result by the Inter-departmental Working Group, whichever is earlier. The Consultant shall prepare notes of meeting and pass it to MD for agreement one week after the progress meeting.

## 8. Meetings and Illustrated Presentations

8.1 The Consultant, represented by the Project Director, the Maritime Specialist or the Modelling Specialist, shall attend meetings of the **Inter-departmental Working Group on the assessment**, make illustrated presentations and respond to enquiries.

8.2 The Consultant, represented by the Project Director, or the Maritime Specialist or the Modelling Specialist as agreed by MD, shall also attend, make illustrated presentations and respond to enquiries in up to four meetings of the **consultative committees, including the Local Vessel Advisory Committee**, as and when required by MD.

8.3 In attending the meetings, the Consultant shall prepare the necessary presentation materials and all these materials shall be cleared by MD before the meeting. Unless otherwise agreed, all materials prepared by the Consultant shall be available at least five Working Days prior to the relevant meetings.

8.4 The Consultant shall bear all costs for attending the above mentioned meetings and conducting presentations.

## 9. IT Security

9.1 The Consultant shall comply with, and ensure that any IT systems and handling of data are in compliance with, the prevailing regulations and

policies of the Government, including but not limited to the following:

- (a) Security Regulations;
- (b) Baseline IT Security Policy (S17) and IT Security Guidelines (G3);
- (c) The HKSARG Interoperability Framework (S18); and
- (d) MD Departmental IT Security Policy and Guideline.

9.2 The relevant documents are available for reference on the OGCIO website <https://www.ogico.gov.hk> or will be provided by the Government after award of the Contract.

## 10. Ownership and Confidentiality of Data

10.1 The ownership of data, measurement and all relevant materials belongs to MD. At the completion of the Services, the Consultant is required to **return or destroy ALL materials (both hardcopy and softcopy) related to the Services** including materials containing data such as datasets, working files, draft reports, etc.

10.2 The Consultant is required to submit a **written confirmation** to MD afterwards, to confirm that the Consultant no longer possesses any materials, information and data in relation to the Services.

## 11. Management of the Services

11.1 The Consultant shall comply with all reasonable instructions made by the Government Representative in the provision of Services.

11.2 The Consultant and the Key Personnel of the Project Team shall take instructions only from the Government Representative.

11.3 The Project Team must be readily contactable including office telephone, mobile telephone, e-mail and fax.

11.4 The Government and the Consultant shall hold meetings, including in-person meetings, as required by the Government to discuss the status of the provision of Services and any problems.

11.5 At any time as requested by the Government in writing the Consultant shall provide written advice within five Working Days in response to any

question that may be raised by the Government with regard to any of the matters under the provision of Services.

## 12. Duration of Services

12.1 The period of Services is expected to commence in **June 2021** and complete in **January 2023** to the satisfaction of MD.

## 13. Outputs and Deliverables

13.1 Unless otherwise agreed by MD, the Consultant shall produce outputs and Deliverables by the target dates as set out in the table below.

<b>Outputs and Deliverables</b>	<b>Target dates</b>
(a) Working paper on unit sheltered space for different types of Class IV vessels and visiting pleasure vessels in English	August 2021
(b) Recommendation on vessels in need of sheltered space in Hong Kong waters	September 2021
(c) Projected numbers of different classes and/or type of local vessels up to 2035 and the projection models employed	November 2021
(d) Existing and projected situations of demand of sheltered space up to 2035	December 2021
(e) Projected change in supply of sheltered space up to 2035	December 2021
(f) Report on “Assessment of typhoon shelter space requirements” up to 2035 with an executive summary in English	January 2022
(g) Working paper on unit sheltered space for different types of Class IV vessels and visiting pleasure vessels in Chinese	February 2022
(h) Illustrated presentation of the assessment result to the Inter-departmental Working Group	February – May 2022
(i) Report on “Assessment of typhoon shelter space requirements” up to 2035 with executive summary in Chinese	May 2022

(j) Illustrated presentation of the assessment result in up to four meetings of consultative committees, including the Local Vessel Advisory Committee, as required by MD	June 2022 – January 2023
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- 13.2 The Report on “Assessment of typhoon shelter space requirements”, including the executive summary, up to 2035 has to be endorsed by Inter-departmental Working Group prior to the Clause 13.1 (j) above.



**MARKING SCHEME****Quotation Evaluation**

1. A two-envelope approach with a technical to price weighing of 70:30 will be adopted for quotation evaluation whereby Price Assessment will be conducted only after Technical Assessment.

**Technical Assessment**

2. Service Providers which have *passed the completeness check* and *compliance with essential requirements* will be further evaluated according to the technical aspects based on the Assessment Criteria set out in this Marking Scheme.
3. The maximum total technical marks are **400** and are divided into two parts: Part A on assessment of the Key Personnel's academic qualifications and experience is allocated a maximum mark of 60; and part B on the assessment of the quality of the Technical Proposal is allocated a maximum mark of 340.
4. The submission for the Technical Proposal (excluding the Schedules, the curriculum vitae of Key Personnel of the Project Team attached to Schedule D, related annexes and documentary proof) shall not be more than 50 pages in A4 size paper for text (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specific limit and/or not complying with the specified requirements on margin and/or font size will be considered in the quotation evaluation but marks will be deducted from the total technical marks as follows –

Each excessive page	0.5 marks per page (subject to a maximum of 20 marks)
Non-compliance with the margin requirement	0.5 marks
Non-compliance with the font size requirement	0.5 marks

5. A maximum weighted technical score of 70 will be allocated to the conforming Quotation achieving the highest total technical mark. The

weighted technical score for other conforming Quotation(s) will be calculated as follows:

$$\text{Weighted Technical Score} = 70 \times \frac{\text{Marks achieved for the Technical Proposal}}{\text{The highest mark amongst all Technical Proposals with conforming Quotations}}$$

6. Quotations which have passed the Technical Assessment will be proceeded to the Price Assessment.

### Price Assessment

7. The price quoted in the Fee Proposal in Schedule G (Price Schedule) consists of two parts. Part (I) is a mandatory item on the Contract Price while Part (II) is an optional item on making illustrated presentation of the assessment results in one meeting as advised by MD.
8. Price Assessment of conforming Quotations based on the Contract Price stated in Part (I) of Fee Proposal in Schedule G (Price Schedule) will be evaluated. Price proposals with incomplete or partial offers will **not** be considered.
9. A maximum weighted price of 30 will be allocated to the conforming Quotation with the lowest Contract Price. The weighted price score for other conforming Quotation(s) will be calculated as follows:

$$\text{Weighted Price Score} = 30 \times \frac{\text{The lowest Contract Price among all conforming Quotations}}{\text{Contract Price of the conforming Quotation being assessed}}$$

### Calculation of Combined Score

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

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

**The quotation proposal achieving the highest combined score will normally be recommended for award of the Contract.**

Note: The marks for individual aspects and the weighted technical score of each quotation will be rounded to the nearest 2 decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be

rounded up by adding 0.01 to the figures and figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.

11. If two or more quotations obtain the same highest combined score, the quotation which obtains the highest weighted technical score will be recommended for acceptance.

*Annex***Assessment Criteria and Marking Guideline for the Technical Proposal**

The maximum marks allocated to Sections (A) and (B) are 60 and 340 respectively, thus giving the total maximum marks of 400. The maximum marks and marking scheme for individual assessment criteria are given below.

<b>Assessment Criteria</b>		<b>Maximum Marks</b>
<b>(A) Academic Qualifications and Experience of the Project Team</b>		
(1)	Project Director's academic qualification and number of relevant studies completed in the past 10 years	20
(2)	Maritime Specialist's academic qualification and number of relevant studies completed in the past 10 years	15
(3)	Modelling Specialist's academic qualification and number of relevant studies completed in the past 10 years	15
(4)	Research Executive's academic qualification and number of relevant studies completed in the past 10 years	10
<b>Sub-total for (A)</b>		<b>60</b>
<b>(B) Evaluation of Proposal</b>		
(5)	Understanding of sheltered arrangement of locally licensed vessels during the passage of typhoons	50
(6)	Understanding of different classes and types of local vessels	50
(7)	Proposed methodologies and approaches for recommendation on unit sheltered space for different types of Class IV vessels and visiting pleasure vessels	75
(8)	Proposed methodologies and approaches for the projection on number of local vessels using time series model or regression model with elaboration on past trend and related socio-economic data	45
(9)	Proposed methodologies and approaches for the projected surplus or shortfall of sheltered space of local vessels in Hong Kong waters	45
(10)	Innovative Suggestions	75
<b>Sub-total for (B)</b>		<b>340</b>
<b>Total Technical Mark</b>		<b>400</b>

**(A) Key Personnel's Qualifications and Experience**

Key Personnel will each be given a mark depending on their academic qualifications and number of relevant studies completed in the past 10 years counted up to the Quotation Closing Date according to the following tables:

**(1) Assessment Criterion for Project Director**

<b>Academic qualification</b>	<b>Number of maritime or statistical studies completed in the past 10 years</b>		
	3 or more studies	2 studies	1 study
Doctoral degree holder	20 marks	10 marks	0 marks

Note: The Project Director shall possess **tracked record** of conducting at least one (1) study in the field of **maritime studies**.

**(2) Assessment Criterion for Maritime Specialist**

<b>Academic qualification</b>	<b>Number of maritime studies completed in the past 10 years</b>		
	3 or more studies	2 studies	1 study
Doctoral degree holder	15 marks	13 marks	11 marks
Master degree holder	8 marks	6 marks	4 marks
Bachelor degree holder	4 marks	2 marks	0 marks

**(3) Assessment Criterion for Modelling Specialist**

<b>Academic qualification</b>	<b>Number of statistical studies completed in the past 10 years</b>			
	3 or more studies	2 studies	1 study	Had not conducted any study
Doctoral degree holder	15 marks	13 marks	11 marks	9 marks
Master degree holder	10 marks	8 marks	6 marks	4 marks
Bachelor degree holder	6 marks	4 marks	2 marks	0 marks

**(4) Assessment Criterion for Research Executive**

<b>Academic qualification</b>	<b>Number of maritime or statistical studies completed in the past 10 years</b>			
	3 or more studies	2 studies	1 study	Had not conducted any study
Master or higher degree holder	10 marks	8 marks	6 marks	4 marks
Bachelor degree holder	6 marks	4 marks	2 marks	0 marks

Note: Arithmetic mean of the marks given to individual Maritime Specialists / Research Executives will be counted if there is more than one Maritime Specialist / Research Executive.

The Service Provider shall provide detailed information in their Technical proposal with copies of their academic qualifications, and copies or links to the article of journals of the maritime and/or statistical studies completed with completion dates for each of the Key Personnel to substantiate the claimed qualifications and experience. For items in which information is incomplete or missing, the situation least favourable to the Key Personnel shall be assumed in the quotation assessment. No mark will be given without provision of required documentary proof.

**(B) Evaluation of Proposal**

Marks will be given in accordance with the marking scheme below:

**(5) Assessment criterion for understanding of sheltered arrangement of locally licensed vessels during the passage of typhoons**

	<u>Marks</u>
The proposal shows understanding through 5 or more aspects.	50
The proposal shows understanding through 4 aspects.	40
The proposal shows understanding through 3 aspects.	30
The proposal shows understanding through 2 aspects.	20
The proposal shows understanding through 1 aspect.	10
The proposal shows no understanding through different aspects.	0

- (6) Assessment criterion for understanding of different classes and types of local vessels

	<u>Marks</u>
The proposal shows understanding through 5 or more aspects.	50
The proposal shows understanding through 4 aspects.	40
The proposal shows understanding through 3 aspects.	30
The proposal shows understanding through 2 aspects.	20
The proposal shows understanding through 1 aspect.	10
The proposal shows no understanding through different aspects.	0

- (7) Assessment criterion for proposed methodologies and approaches for recommendation on unit sheltered space for different types of Class IV vessels and visiting pleasure vessels

	<u>Marks</u>
The proposal mentions 5 or more proposed methodologies and approaches with elaboration of data source(s) employed.	75
The proposal mentions 4 proposed methodologies and approaches with elaboration of data source(s) employed.	60
The proposal mentions 3 proposed methodologies and approaches with elaboration of data source(s) employed.	45
The proposal mentions 2 proposed methodologies and approaches with elaboration of data source(s) employed.	30
The proposal mentions 1 proposed methodology and approach with elaboration of data source(s) employed.	15
The proposal does not mention any methodology and approach.	0

- (8) Assessment criterion for proposed methodologies and approaches on the projection on number of local vessels using time series model or regression model with elaboration on past trend and related socio-economic data

	<u>Marks</u>
The proposal mentions 3 or more proposed methodologies and approaches with elaboration on past trend and data source(s) employed.	45
The proposal mentions 2 proposed methodologies and approaches with elaboration on past trend and data source(s) employed.	30
The proposal mentions 1 proposed methodology and approach with elaboration on past trend and data source(s) employed.	15
The proposal does not mention any methodology and approach with elaboration on past trend and data source(s) employed.	0

- (9) Assessment criterion for proposed methodologies and approaches on the projected surplus or shortfall of sheltered space of local vessels in Hong Kong waters

	<u>Marks</u>
The proposed methodologies and approaches shows understanding on the need of sheltered space for local vessels and the projected surplus or shortfall in 3 or more aspects.	45
The proposed methodologies and approaches shows understanding on the need of sheltered space for local vessels and the projected surplus or shortfall in 2 aspects	30
The proposed methodologies and approaches shows understanding on the need of sheltered space for local vessels and the projected surplus or shortfall in 1 aspect.	15
The proposed methodologies and approaches does not show understanding on the need of sheltered space for local vessels and the projected surplus or shortfall.	0

- (10) Assessment Criterion for Innovative Suggestions

Service Providers are encouraged to provide Innovative Suggestions in their proposals.

Marks will be given to two types of Innovative Suggestions as follows:



(i) **Type I** – Innovative Suggestions on application of big data or artificial intelligence which are considered effective and practicable in improving the delivery of the Services with respect to the following **two aspects**:

- recommendation on unit sheltered space for different types of pleasure vessels
- projection of number of local vessels

They will be assessed in comparison to how the Services are previously delivered under the conventional mode.

	<u>Marks</u>
3 or more effective and practicable suggestions contained	45
2 effective and practicable suggestions contained	30
1 effective and practicable suggestion contained	15
No effective and practicable suggestion contained	0

(ii) **Type II** – Innovative Suggestions which may not be directly relevant to the project but which can bring about positive values or benefits to the Government or the public at large. Such positive values or benefits may include employment of persons with disabilities in the society.

	<u>Marks</u>
2 or more effective and practicable suggestions contained	30
1 effective and practicable suggestion contained	15
No effective and practicable suggestion contained	0

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

Service Providers should highlight the proposed Innovative Suggestions and **explain clearly** the improvement in the delivery of Services or what benefits/ positive values their proposed Innovative Suggestions can bring about in their submissions to facilitate quotation evaluation. They may also be requested to provide supporting documents to prove the practicability of their Innovative Suggestions. They are also required to **elaborate how the proposed Innovative Suggestions can be implemented**. All proposed Innovative Suggestions will be assessed on the basis of the information provided in the quotation submission and the factual supporting documents provided by the Service Providers upon request by the Government.

All practicable Innovative Suggestions included in the proposed plan submitted by the successful Service Provider and accepted by the Government shall form part of the Contract.

**Schedule A – Offer To Be Bound**

(To be completed and inserted into the Technical Proposal)

1. Reference is made to the Invitation to Quotation (Quotation Reference: PASTR2021-18) issued by the Government of the Hong Kong Special Administrative Region of the People’s Republic of China. All capitalised terms used herein have the meanings ascribed to them in the quotation documents published by the Government in connection with such Invitation to Quotation (“Quotation Documents”).
2. In response to this Invitation to Quotation, we, the Service Provider named below, hereby offer our quotation to provide the Services on and subject to the terms and conditions set out in the Contract.
3. We hereby warrant that all information given in or attached to our quotation is true, complete and correct.
4. We, as the Service Provider, have read and fully understood the Quotation Document, and in consideration of the Government agreeing to assess our quotation in accordance with the Terms of Quotation, hereby as the Service Provider AGREE to be bound by all the terms and conditions set out in the Quotation Documents.
5. We are duly authorised to bind the Service Provider by our signatures.

Signed for and on behalf of the Service Provider:

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

Signature of Person  
Authorised to Sign Quotation: \_\_\_\_\_

Name and Post Title of Person  
Authorised to Sign Quotation: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_ Date: \_\_\_\_\_

Note: All the particulars required above must be provided.

**Schedule B – Statement of Compliance**

(To be completed and inserted into the Technical Proposal)

\*(a) I/We, \_\_\_\_\_, on behalf of \_\_\_\_\_, confirm that the Services offered **do comply fully** against each item in the Services Specifications.

\*(b) I/We, \_\_\_\_\_, on behalf of \_\_\_\_\_, confirm that the Services offered **do not comply** with the essential requirements as stipulated in the Quotation Documents in the following aspects.

Clause No.	Quotation Requirements/ Services Specifications	Details of Deviation

- Notes:
- (i) A Service Provider’s Quotation that fails to comply any of the essential requirement stipulated in the Quotation Documents will **not** be considered further.
  - (ii) \*Please delete whichever is not applicable.
  - (iii) Please use separate sheet(s) if the space provided above is inadequate.

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

Signature of Person  
Authorised to Sign Quotation: \_\_\_\_\_

Name and Post Title of Person  
Authorised to Sign Quotation: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Schedule C – Service Provider’s Background Form**

(To be completed and inserted into the Technical Proposal)

1. Name of Service Provider

(in English): \_\_\_\_\_

(in Chinese): \_\_\_\_\_

2. Present Business: \_\_\_\_\_

3. The Service Provider is

\*(a) a publicly-funded post-secondary institution in Hong Kong, or

\*(b) an entity owned or controlled by a publicly-funded post-secondary institution in Hong Kong.

\* *Please delete whichever is not applicable.*

4. Particulars of Service Provider

(a) Year of Establishment: \_\_\_\_\_

(b) Address: \_\_\_\_\_

\_\_\_\_\_

(c) Hong Kong Office

Address: \_\_\_\_\_

\_\_\_\_\_

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

Facsimile No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

(d) Name and telephone number of contact person:

\_\_\_\_\_

**Schedule C – Service Provider’s Background Form (Cont’d)**

(To be completed and inserted into the Technical Proposal)

- (e) I confirm that the Service Provider has full power, capacity and authority to enter into the Quotation and to perform its obligations under the Contract

Signed for and on behalf of the Service Provider:

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

Signature of Person  
Authorised to Sign Quotation: \_\_\_\_\_

Name and Post Title of Person  
Authorised to Sign Quotation: \_\_\_\_\_

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

Facsimile No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

**Schedule D – Academic Qualification and Experience of the Project Team**

(To be completed and inserted into the Technical Proposal)

(I) Information of Key Personnel of Project Team

	<b>Position in the Project Team<sup>1</sup></b>	<b>Name, and Post Title in Post-Secondary Institution, if any</b>	<b>Academic qualification, including the related discipline and university (Please attach copy of academic certificate)</b>	<b>Study completed in the past 10 years and the related discipline (up to the Quotation Closing Date)</b>	<b>Service in man-hour per month to be performed by the person filling in the position</b>	<b>Remarks<sup>2</sup></b>
1.	Project Director					CV1
2.	Maritime Specialist					CV2
3.	Modelling Specialist					CV3
4.	Research Executive					CV4

Please use separate sheet(s) if the space provided above is inadequate.

<sup>1</sup> The responsibilities in the Project Team of each position should strictly follow the relevant paragraph in the Quotation Documents.

<sup>2</sup> Please provide *curriculum vitae* (CV) of each Key Personnel of the Project Team with identification label CV1, CV2, CV3 and CV4 at the top right corner as attachments for completion of this Schedule.

**Schedule D – Academic Qualification and Experience of the Project Team (Cont’d)**

(To be completed and inserted into the Technical Proposal)

(II) Relevant study(ies) completed in the past 10 years before the Quotation Closing Date for Member of the Project Team

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

Position in the Project Team: \_\_\_\_\_

No.	Name of Study	Study Objective	Position/ Title in the study	Description of duties and responsibilities involved in the study	Name of Journal <sup>3</sup> Publishing the Study, if any	Date of Publication (mm/yy), if any
1.						
2.						
3.						
4.						

Please use separate sheet(s) if the space provided above is inadequate.

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<sup>3</sup> The Service Provider shall either submit a copy of the article published in the journal(s) or include the link to the article of the journal(s) as documentary proof.



**Schedule E – Declaration of Interest**

(To be completed and inserted into the Technical Proposal)

[Please refer to Clause 14.1 of the Conditions of Contract.]

\*(a) I/We confirm that we do not have any involvement or interest to declare as mentioned in Clause 14.1 of the Conditions of Contract.

\*(b) I/We shall declare the following involvement and/or interest which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Service Provider, any member of the Project Team or any of our respective associates or associated persons conflict or compete, or may (or may be seen to) conflict or compete, with the Project Team’s duties to the Government under the Services:

Person(s) Involved	Details of the Involvement / Interest to Declare

Notes: (i) **Any involvement or interest declared would be carefully considered but would not necessarily debar the Service Provider from being further considered in the selection process.**

(ii) \*Please delete whichever is not applicable.

(iii) Please use separate sheet(s) if the space provided above is inadequate.

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

Signature of Person  
 Authorised to Sign Quotation: \_\_\_\_\_

Name and Post Title of Person  
 Authorised to Sign Quotation: \_\_\_\_\_

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

### **Schedule F – Specifications of Proposed Innovative Suggestions<sup>1</sup>**

(To be completed and inserted into the Technical Proposal)

Please provide **sufficient** details on what improvements/benefits/positive values to which the proposed Innovative Suggestions can bring about, and how they are implemented, including the person(s) and number of days involved.

(I) Type I Innovative Suggestions

No.	Type I Innovative Suggestion <sup>2</sup>	Paragraph / Page (Please specify)	Innovative Suggestion on application of big data or artificial intelligence to deliver outputs (Please include sufficient details and how the suggestion can be implemented, including the person(s) and number of days involved)
1.			
2.			

(II) Type II Innovative Suggestions

No.	Type II Innovative Suggestion	Paragraph / Page (Please specify)	Innovative Suggestion on positive values or benefits, and how it is implemented (Please include sufficient details and how the suggestion can be implemented, including the person(s) and number of days involved)
1.			
2.			

Please use separate sheet(s) if the space provided above is inadequate.

<sup>1</sup> An innovative suggestion that scores marks under Type I will not earn marks again under Type II and vice versa.

<sup>2</sup> Please specify whether the innovative suggestion is for “recommendation on unit sheltered space for different types of pleasure vessels” or “projection of number of local vessels”.

**Schedule G – Price Schedule**

(To be completed and inserted into the Price Proposal)

**Part (I): Mandatory Items**

<b>Item</b>	<b>Description</b>	<b>Amount (HK\$)</b>
1	Produce the “Working Paper on review and recommendation on unit sheltered space for different types of Class IV vessels and visiting pleasure vessels” in both English and Chinese.	
2	Produce the Report on “Assessment of typhoon shelter space requirements” up to 2035 with an executive summary in both Chinese and English.	
3	Make illustrated presentation on the assessment result at the meetings of the Inter-departmental Working Group	
4	Make illustrated presentation on the assessment result in up to four meetings of the consultative committees, including the Local Vessels Advisory Committee, as and when required by MD.	
	<b>Contract Price:</b> ( = 1 + 2 + 3 + 4 )	

**Part (II): Optional Items**

<b>Item</b>	<b>Description</b>	<b>Amount (HK\$)</b>
1	Make illustrated presentation of the assessment results in one meeting as advised by MD.	

- Notes:
- (i) Contract Price means the Price Proposal of the Consultant as accepted by the Government for the performance of the Services and payable in the manner as provided in Clause 10 of the Conditions of Contract and other provision of the Contract.
  - (ii) The Contract Price in Part (I) will be used for quotation price assessment.
  - (iii) The Government has sole discretion whether or not to acquire the optional item at Part (II).

**Schedule G – Price Schedule (Cont'd)**

(To be completed and inserted into the Price Proposal)

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

Address or Correspondence  
Address of Service Provider: \_\_\_\_\_

Name and Post Title of the Person  
Authorised to Sign Quotation: \_\_\_\_\_

Signature of the Person  
Authorised to Sign Quotation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

The Government does not undertake to accept any quotation and reserves the right to accept all or any parts of any quotation.

The Contract Price shall be inclusive of all fees, costs, charges and disbursements incurred by the Consultant in the Provision of Services for Assessment of Typhoon Shelter Space Requirements. The Service Provider is required to refer to the Services Specifications of this Quotation Document for detailed specifications.