

GOVERNMENT OF HONG KONG SPECIAL ADMINISTRATIVE REGION
ELECTRICAL AND MECHANICAL SERVICES DEPARTMENT (EMSD)
QUOTATION FOR
PROMOTION AND TRAINING FOR TERTIARY STUDENTS ON BUILDING ENERGY
EFFICIENCY

(Quotation Reference: Q2559)

CONDITIONS OF TENDER

1. Quotation Documents

The Quotation Documents identified as Quotation Q2559 consist of a complete set of: -

- (i) Conditions of Tender
- (ii) General Conditions of Contract
- (iii) Services Brief
- (iv) Statement of National Security and Public Interest
- (v) Form of Quotation

2. Quotation Preparation

The Tenderer should note that a marking scheme (as described in clause 6 below) would be used for the assessment of the Tenderer's Quotation. Completed Quotation submission set out according to (a) & (b) below should be placed inside **two separate sealed envelopes** marked as specified below and submitted as specified in clause 3 below.

(a) In Envelope A: Fee Proposal

The **Form of Quotation**, in **single copy**, should be enclosed in a sealed envelope clearly marked "**Quotation No. Q2559 - Promotion and Training for tertiary students on Building Energy Efficiency**".

The Tenderer should note that the fee for assessment purpose will be the sum indicated by the Tenderer in the Form of Quotation, and the fee should have allowed for overheads and profits of the Tenderer.

(b) In Envelope B: Technical Proposal

The **Technical Proposal**, in **4 copies**, without any indications on the fee or associated rates for the provision of this Service, should be enclosed in another sealed envelope clearly marked "**Quotation No. Q2559 - Promotion and Training for tertiary students on Building Energy Efficiency**". The Technical Proposal should be inexpensively bound and limited to 12 pages (on 6 double-side A4 sheets) with a minimum font size of 11 points, excluding appendices. The contents of the Technical Proposal should be divided into sections under the main headings given below:

A1 Execution Plan**A1.1 Management Plan**

- Understanding of objective and Scope
- Identification of key issues, constraints and special requirements
- Method statement, strategy and arrangement for project management

A1.2 Organisation Plan

- Organisation structure (with organisation chart) with highlights on the capacity, efficiency and effectiveness of the Tenderer

A1.3 Work Program and Resource Allocation

- Work programme and staff resource planning to deliver the Service for the various work stages

A2 Innovative suggestions or elements

- Effective and innovative suggestion with valued added elements

B Experience and Qualification**B1 Relevant Experience of Tenderer**

- Tenderer's experience in conducting training in relation to policies on energy, environmental and conservation, carbon neutrality in both local and international context within five years
- Organisation structure of project team

B2 Qualification and Experience of Key Personnel

- Qualification, knowledge, experience and capability of team members from the assigned project team in undertaking works of a nature similar/relevant to that of this Services

Appendices

- Brief curriculum vitae of team members

- (c) The Tenderer must not give any indication on the sealed envelopes of their submissions which may relate the submissions to a particular services provider.
- (d) Should the Tenderer be in doubt as to the meaning of any of the Quotation Documents or to any other matter or thing relating to the Quotation, the Tenderer should set forth such doubt in a written statement and send the same to EMSD. No such statement will be considered, however, if received less than 7 days prior to the Quotation Closing Time fixed as the latest hour and date for receipt of Quotation. EMSD may issue such clarifications in the form of Addenda to the Quotation Documents.

3. Quotation Submission and Quotation Closing Time

- (a) The Quotation and all accompanying documents must be prepared and completed according to clause 2 above, and deposited in the "EEO Tender Box", located at the Energy Efficiency Office, Electrical and Mechanical Services Department, 7/F, 3 Kai Shing Street, Kowloon Bay, Kowloon on or before the Quotation Closing Time of **2:00 pm on 16 Nov 2022 (Wed)**.
- (b) Submission of Technical or Fee Proposal not satisfying clause 2 above **WILL NOT** be considered further.
- (c) The Tenderer's Quotation should remain valid for acceptance for not less than 90 calendar days (inclusive of the end day) after the above Quotation Closing Time.
- (d) In case of a Rainstorm Black Warning or Typhoon Signal No.8 or above is still hosted between 7:00 am and 12:00 noon on the Quotation closing date, the Quotation Closing Time will be extended to 2:00 pm on the next weekday (i.e. except Saturday and Sunday) other than public holiday.

4. **Form of Quotation**

The Tenderer must complete the Form of Quotation for evaluation by EMSD. A Quotation returned without the Form of Quotation properly completed **WILL NOT** be considered.

5. **Tenderer's Commitment**

- (a) The cost incurred in the preparation and submission of the Quotation should be borne by the Tenderer.
- (b) All proposals, information and responses from the Tenderer must be submitted in writing. This invitation to tender and all proposals, information and responses submitted by the successful Tenderer should be incorporated into and made a part of the Contract between EMSD and such Tenderer. No information or other material that cannot be so incorporated into the Contract should be submitted.
- (c) The Tenderer should treat all Quotation Documents supplied to the Tenderer by EMSD for purpose of submitting the Quotation as private and confidential. The Tenderer should at the Tenderer's own cost return the Quotation Documents and all other such documents or information on being advised that the Tenderer has not been awarded the Quotation.
- (d) EMSD reserves the right to disqualify any Tenderer who submits a proposal that directly or indirectly attempts to preclude or limit the effect of the requirements of the Quotation Documents.

6. **Quotation Evaluation**

- 6.1. The technical score will carry a weighting of 70% as against a weighting of 30% for price score. Upon completion of the technical assessment, the price information will then be evaluated.

6.2. Evaluation Criteria

6.2.1 Evaluation of quotations will be based on a combined technical/price score of the quotations.

6.2.2 A technical: price weighting of 70% : 30% will be adopted in the evaluation. The following method will be adopted for calculating the technical and price scores:

2.2.1 Technical Score ----- (i)
 = 70 x
$$\frac{\text{Score achieved by the tenderer in technical assessment}}{\text{The highest score achieved amongst those conforming quotations}}$$

2.2.2 Price Score ----- (ii)
 = 30 x
$$\frac{\text{The lowest quotation price amongst those conforming quotations}}{\text{The quotation price}}$$

6.2.3 The combined technical/ price score = (i) + (ii). Normally, the quotation with the highest combined score would be recommended for acceptance subject to the usual requirement that the Employer is satisfied that the recommended tenderer is fully capable of undertaking the contract.

6.3. Scoring arrangement of technical assessment:

Assessment Criteria	Max. Score
<p>A1 Execution Plan The Execution Plan refers to the submission of below item A1.1-A1.3 of a tenderer that contains detailed proposals of how the tenderer will carry out the Services or perform the Contract and shall form part of the Contract. It may include one or more of the following components or their variances as assessment criteria.</p>	40
<p>A1.1 Management Plan:</p> <ul style="list-style-type: none"> ● shows the understanding of objectives and scope of this Service; ● identifies and provides solution of key issues, service constraints and special requirements; and ● Proposed method statement, strategy and arrangement for project management 	(20)
<p>A1.2 Organisation Plan</p> <ul style="list-style-type: none"> ● Organisation structure (with organisation chart) with highlights on the capacity, efficiency and effectiveness of the Tenderer; 	(10)
<p>A1.3 Work Programme & Resource Allocation</p> <ul style="list-style-type: none"> ● Proposed work programme and staff resource planning to deliver the Services for the various work stages 	(10)

<p>A2 Innovative suggestions or elements Tenderers are encouraged to make innovative suggestions of under applicable components of the proposed Execution Plan. Marks may be given to effective and innovative suggestions with value-added elements and no preceding application of a tenderer’s proposal in terms of:</p> <ul style="list-style-type: none"> ● Economic use of resources, e.g. paper; ● Better service quality; ● Data communication platform ● Means of meeting media ● Any other benefits which are considered relevant to the quotation requirements. 	<p>20</p>
<p>B Experience and Qualification</p>	<p>40</p>
<p>B1 Relevant experience of Tenderer</p> <ul style="list-style-type: none"> ● Tenderer’s experience in conducting training in relation to policies on energy, environmental and conservation, carbon neutrality in both local and international context within five years immediately before Quotation Closing Date. ● Organisation structure of project team 	<p>(20)</p>
<p>B2 Qualification and Experience of Key Personnel Qualification, knowledge, experience and capability of team members from the assigned project team in undertaking works of a nature similar/relevant to that of this Services.</p>	<p>(20)</p>

A QUOTATION WITH TECHNICAL MARK LESS THAN 60 WOULD NOT BE CONSIDERED FOR FURTHER ASSESSMENT.

7. Award of Contract

- (a) Upon acceptance of the Quotation by EMSD, notification together with a Service Order will be issued to the successful Tenderer. The Service in the Quotation Documents should commence on the date of the notification.
- (b) EMSD does not bind itself to accept the highest score conforming Quotation and reserves the right to negotiate with any Tenderer about the terms of their offer.

8. Unauthorized Alternations

Any unauthorized alteration or erasure or obliteration to the text of the quotation document may cause the Quotation to be disqualified.

9. Discrepancies in the Document

The Tenderer shall check the numbers of pages of all documents against page numbers. Should he find any discrepancy or indistinctness, he must inform and clarify with the Engineer.

10. Clarification of Document

Should the Tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the documents he shall seek clarification from the Engineer.

11. Qualification of Tender

Any qualification of the Quotation may cause the Quotation to be disqualified.

12. Errors in Tender Submission

In the event of a Tenderer discovering an error in his Quotation after it has been deposited, attention in writing may be drawn to the error and an amendment submitted which, provided that the amendment shall have been deposited before the time fixed for receipt of quotations, shall be accepted.

13. Tenders in HK Dollars

Unless otherwise provided, the Quotation shall be in Hong Kong dollars.

14. Tender Negotiation

The Employer reserves the right to negotiate with any Tenderer about the terms of the offer.

15. Tender Cost

The Employer shall not in any circumstances be liable for any costs, expenses and damages incurred or suffered by the Tenderers in connection with the preparation and submission of their Quotations, in the event that this tender exercise is cancelled on any ground.

16. Offering Gratuities

The Tenderer shall not and shall ensure that his agents and employees shall not offer or give any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Employer or to the Engineer designate or to any member of the Engineer's staff. Any breach of or non-compliance with this Clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate his Quotation."

17. Tender Addenda

Should the Employer require any amendments, clarifications, or adjustments to be made to the tender documents for the purpose of tendering, the Employer will issue to every Tenderer numbered addenda giving full details of such amendments etc. and the quotation documents shall be taken as having been amended, clarified or adjusted accordingly upon the issue of these addenda. The Tenderer shall acknowledge receipt of these addenda.

18. Tender Clarifications

- (1) The Employer will not consider any clarification or information submitted by a Tenderer after close of tender irrespective of whether or not the clarification or information is submitted at the invitation of the Employer if such clarification or information would alter the tender in substance or give the Tenderer an advantage over the other Tenderers.
- (2) Without prejudice to the generality of sub-clause (1) of this Clause, where the Engineer has after close of tender invited a Tenderer to submit further information or clarification, the Tenderer shall submit the requested information or clarification within the time specified in such invitation or within such further time as the Engineer may allow.
- (3) If the requested information or clarification is not provided within the time or further time as referred to in sub-clause (2) of this Clause, the Employer may proceed to evaluate the tender on an as is basis.

19. Enquiries

- (a) Clarifications on this invitation to submit Quotation can be sought from:

Mr. Ka Wah KONG or Mr. Ray LAM
Electrical AND Mechanical Services Department
Energy Efficiency Office, 7/F, 3 Kai Shing Street, Kowloon Bay Hong Kong
Tel: 3521 4780 or 2808 3485
Email: kwkong@emsd.gov.hk or lamkw@emsd.gov.hk

- (b) After lodging the Quotation with EMSD, the Tenderer should not attempt to initiate any further contact, whether direct or indirect, with EMSD on the Tenderer's Quotation or this set of Quotation Documents. EMSD will have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereof should be in writing or formally documented in writing.

20. EMSD Environmental Policy and Occupational Health and Safety Policy

The Tenderer should be familiar with the requirements set out in the environmental management system Guidance Note ([Annex 1](#)) and Integrated Management System Policy of EMSD's Regulatory Services ([Annex 2](#)) and endeavour to minimize the impacts on the environment and where feasible, implement measures which will protect and conserve the environment. The Tenderer should also be familiar with the requirements set out in the Guidance Notes for Contractors of Energy Efficiency Office of EMSD on Occupational Health and Safety ([Annex 3](#)).

Annex 1

GUIDANCE NOTE 1: FOR CONTRACTORS, CONSULTANTS AND SUPPLIERS OF EMSD REGULATORY SERVICES

As part of our effort to contribute to sustainability in Hong Kong and further to our Environmental Performance, EMSD Regulatory Services implements an EMS in accordance with the requirements of the International Environmental Management Standard ISO 14001.

In keeping with the intent of the standard, we make our Environmental Policy publicly available and we request that all our Contractors, Consultants and Suppliers and all persons working for or on behalf of EMSDRS observe the following environmental requirements where appropriate:-

- Comply with all applicable legal requirements and other requirements to which EMSDRS subscribes related to its environmental aspects.
- While working in any of our premises all contractors/consultants/suppliers/all persons working for or on behalf of EMSDRS are required to ensure that all solid waste is properly handled, stored and disposed of in an efficient and sensitive manner to avoid any spillages and leakages.
- Minimize the production of solid waste, while carrying out any work on any site for and on behalf of EMSD Regulatory Services.
- Regularly maintain all vehicles used for the purpose of conducting business with EMSD Regulatory Services to ensure that noise and air emissions are controlled
- Control the use of materials and resources (e.g. electricity, fuel, chemicals, paper, etc.) to be both energy and resource efficient.
- Ensure all wastewater is discharged in accordance with applicable legal requirements
- Reuse and recycle waste wherever possible.

All contractors, consultants and suppliers and all persons working for or on behalf of EMSDRS should be familiar with EMSD Regulatory Services' Environmental Policy.

In particular contractors should pay attention to the main objectives of the Environmental Management System and endeavour to minimize their impacts on the environment and where feasible implement measures which will protect and conserve the environment

Annex 2

Electrical and Mechanical Services Department Regulatory Services

Integrated Management System Policy

The Regulatory Services of the Electrical and Mechanical Services Department is committed to enhancing the safety and the quality of life of our community by ensuring that E&M and energy technologies are harnessed in a safe, reliable, economical and environment-friendly manner.

In pursuing our quality services, we are also committed to fulfilling all customer requirements and complying with the local environmental legislations as well as other applicable requirements.

We will try our best to prevent pollution and minimise the environmental impacts caused by our activities and adopt the Reduce, Reuse and Recycle approach where practicable.

We will achieve the above through the implementation of an Integrated Management System in compliance with ISO 9001:2015 and ISO 14001:2015 and ISO37001:2016.

We will provide adequate resources as well as training to all staff to ensure that the Integrated Management System is fully understood, effectively implemented and continually improved to achieve our quality, environmental and health and safety objectives, and to improve the quality of life for our community through continuous enhancement of our electrical and mechanical engineering services

Annex 3

Energy Efficiency Office Electrical and Mechanical Services Department

OHSP-A06-1: Guidance Notes for Contractors of Energy Efficiency Office (EEO) of EMSD on Occupational Health and Safety

EEO's Occupational Health and Safety Policy

"The management and staff of EEO are committed to achieving and maintaining a high standard of occupational health and safety in all activities"

We strictly adhere to our occupational health and safety (OHS) policy and provide a safe working environment to our employees. We require all our contractors to observe the following requirements:

- comply with all relevant local OHS legislation, including but not be limited to Factories & Industrial Undertakings Ordinance and Regulations, Occupational Safety & Health Ordinance and Regulations, and other requirements;
- conduct job hazard analysis and risk assessment for hazardous activities and take appropriate risk control measures to protect their employees;
- provide training to equip employees with knowledge to work safely and without risk to health;
- establish and implement safety rules to provide instructions and guidelines for safe working;
- provide appropriate personal protective equipment to the workers as a last resort where engineering control methods are not feasible;
- supervise and monitor the employees to ensure that the safety rules are observed and personal protective equipment are used and maintained properly.
- report and investigate accidents and incidents to find out the underlying causes and to develop prompt arrangements to prevent recurrence.

All contractors shall be familiar with EEO's Occupational Health and Safety Policy. In particular, the contractors shall provide a safe working environment for their employees and related parties for achieving a high standard of occupational health and safety.

GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
ELECTRICAL AND MECHANICAL SERVICES DEPARTMENT

QUOTATION FOR
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EFFICIENCY

(Quotation Reference: Q2559)

CONDITIONS OF CONTRACT

1. Definitions and Interpretation

"Contract" means the Quotation and the acceptance thereof by way of Service Order or Letter of Acceptance by the Employer, Conditions of Contract, Services Brief and Form of Quotation.

"Services Provider" means the person, firm or company whose Quotation has been accepted by the Employer and includes the Services Provider's personal representatives, and successors.

"Employer" means the Government of the Hong Kong Special Administrative Region.

"Engineer" means the Chief Engineer or such other person as may be appointed from time to time by the Director of Electrical and Mechanical Services and notified to the Services Provider.

"Services Brief" means the specifications referred to in the Contract and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer.

"Services" means the services to be provided by the Services Provider to the Employer as specified in the Services Brief.

2. Work to be to the Satisfaction of the Engineer

Save in so far as it is legally or physically impossible, the Services Provider shall provide the Services as specified in the Services Brief, to the satisfaction of the Engineer.

3. Payment

- 3.1 In consideration of the said Services, the Employer shall pay to the Services Provider the respective sum or sums more particularly set out or referred to in the Form of Quotation, provided that if the Services Provider shall, in breach of Clause 2, have failed to provide the Services as specified in the Services Brief the Employer may without prejudice to other remedies
- (a) withhold payment until such Services have been duly carried out; or
 - (b) if any payment has been made in advance, demand a rebate of such sum or sums which the Services Provider shall forthwith pay back to the Employer.
- 3.2 Payment will be made after the stages completion as required under the Contract and the acceptance of the Services by the Engineer or the Engineer's Representative.
- 3.3 Notwithstanding sub-clause (a)(ii) of this Clause, the Employer may pay any sum at any time provided that the Engineer or the Engineer's Representative is satisfied with the Services completed so far and the invoice submitted by the Services Provider. For the avoidance of doubt, satisfaction by the Engineer or the Engineer's Representative under this sub-clause does not constitute acceptance of the Services by the Engineer or the Engineer's Representative.

4. Contract Period

The duration of this Contract shall be 5 (five) calendar months.

5. Variations

- 5.1 The Engineer shall make any variation as he may consider necessary in the form, character or quality of any Services detailed in the Services Brief or the Form of Quotation, or to order different services of any kind which is not detailed in the Services Brief or the Form of Quotation and no such variation or order for different services shall in any way vitiate or invalidate the Contract.
- 5.2 No such variation shall be made without an order in writing from the Engineer.
- 5.3 The rate for any services which is not the same as or similar in character to or is not executed under the same or similar conditions or circumstances to any item of services in the Form of Quotation shall be ascertained by the Engineer, based on the rates in the Contract so far as may be reasonable, and be agreed upon between the Engineer and the Services Provider.

6. Assignment

The Services Provider shall not assign the Contract or any interest there in without the written consent of the Employer and any assignment shall be in a form approved by the Employer.

7. Sub-contracting

The Services Provider shall not sub-contract any of the Services Provider's duties without written approval from the Engineer.

8. Assignment and Sub-contracting

8.1 Unless otherwise provided for in the Contract, the Services Provider shall not, without the prior written consent of the Engineer or his Representatives, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Services Provider shall be personal to it.

8.2 The Services Provider shall submit the proposed sub-contract to the Engineer or his Representatives for approval. The Engineer or his Representatives reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract shall be deposited with the Engineer or his Representatives within seven (7) days after the effective date of the sub-contract.

8.3 The Services Provider shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Services Provider shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.

9. Services Provider's Acknowledgement, Obligations and Contract Performance

9.1 The Services Provider acknowledges and agrees that it has been supplied with sufficient information to enable it to provide to the Employer the Services, which shall comply fully with the requirements set out in the Service Specifications and other provisions of the Contract. The Services Provider shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Services Provider of any matter or fact relating to the Service Specifications or any other provisions of the Contract.

9.2 The Services Provider further acknowledges that the Employer relies on the skill and judgment of the Services Provider in the provision of the Services and the performance of its obligations under the Contract.

- 9.3 The Services Provider shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
 - (b) in accordance with Good Industry Practice.
- 9.4 The Services Provider shall comply with all applicable laws and regulations. In particular, the Services Provider shall:
- (c) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Services Provider shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
 - (d) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
 - (e) comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of Services.
- 9.5 The Services Provider shall secure, obtain and maintain throughout the Contract Period all and any governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licences.
- 9.6 The Services Provider shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Services Provider under any laws or regulations in connection with the performance of the Contract.
- 9.7 The Services Provider shall be responsible for the accuracy of all drawings, documents and information supplied by the Services Provider to the Employer in connection with the Services. Without prejudice to any other provisions of the Contract, the Services Provider shall indemnify the Engineer or his Representatives against all losses and damages arising from, and costs and expenses incurred in connection with, any discrepancies, errors or omissions therein.

- 9.8 Any drawings and specifications reasonably required for the Services Provider's guidance in the execution of the Contract shall be provided by Employer free of charge but shall be returned on completion of the Contract.
- 9.9 If at the request of the Services Provider assistance of any Government staff is provided after normal business hours, the Services Provider will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

10. Warranties and Representations

- 10.1 The Services Provider warrants, represents and undertakes that:
- (a) the Services Provider and its sub-contractors, their employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
 - (b) the Services Provider shall carry out the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner;
 - (c) the Services shall conform in all respects to the Service Specifications and conditions under the Contract;
 - (d) it shall not employ any illegal workers to carry out its obligations under the Contract;
 - (e) the Services Provider has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;
 - (f) the Contract constitutes valid, legally binding obligations of the Services Provider enforceable in accordance with its terms;
 - (g) all authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Services Provider to execute, deliver and perform the Services Provider's obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect and the use of the Services by the Employer will not contravene any applicable laws;
 - (h) all information supplied, and statements and representations made by or on behalf of the Services Provider in or in relation to its Tender and the Contract are true, accurate and complete;
 - (i) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Services

Provider's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- (j) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (k) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Services Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Services Provider's assets or revenue;
- (l) it owns, has obtained and is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and
- (m) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.

10.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 10.1 and other provisions of the Contract (collectively, "Warranties" and each, a "Warranty") shall be true without limitation in time, save that in case of any Warranty expressed to be effective during the Contract Period, it shall be true on each day of the Contract Period as if it is repeated on each such day.

10.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.

10.4 Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a Services Provider and the rights conferred on the party contracting with the Services Provider under the Supply of Services (Implied Terms) Ordinance (Chapter 457 of the Laws of Hong Kong) apply to bind the Services Provider and the Employer respectively.

11. Costs and Expenses

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

12. Checking and Acceptance

All Services performed in pursuance of the Contract shall be subject to checking and shall not be deemed to have been accepted unless either:

- (a) The Engineer's Representative shall so certify; or
- (b) The Services are not rejected as being unsatisfactory within 21 days of the date upon which they were executed.

13. Rejections

13.1 Without prejudice to any statutory rights, the Engineer's Representative may reject any Services (or part thereof) which do not strictly conform to the Conditions of Contract and the Service Brief.

13.2 Upon notified in writing of the rejection of any Services, the Services Provider shall be required to take the necessary action to rectify such rejected Services.

14. Government Premises

14.1 The Services Provider shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Government premises as are necessary for the due discharge of the Services Provider's obligations under the Contract.

14.2 The Services Provider shall ensure that work permits to all persons engaged by him in carrying out the Contract have been granted from the users or property manager of the selected government premises before commencement of any site survey works.

15. Illegal Workers

15.1 The Services Provider undertakes not to employ illegal workers in the execution of any Government contracts. Should the Services Provider be found to have employed illegal workers in breach of this undertaking, the Engineer or his Representatives may, on behalf of the Employer, by notice in writing, terminate the Contract and the Services Provider is not entitled to claim any compensation.

15.2 The Services Provider shall be liable for all expenses necessarily incurred by the Employer as a result of the termination of the Contract.

16. Default

If the Services Provider shall fail to carry out all or any of the Services provided for in the Contract within the Contract period or such extended period as may be agreed by the Engineer, the Engineer may at its absolute discretion terminate

the whole or any part of the Contract by notice in writing to the Services Provider, but without prejudice to any claims by the Engineer for breach of Contract including but not limited to its right of the Engineer to assign the balance of the uncompleted Services to another contractor or contractors whereupon the Services Provider shall be liable for any sums so incurred in excess (hereinafter called 'any excess') of the Contract price.

17. Recovery of Sums Due

Where the Services Provider has incurred any liability to the Employer, whether at law or in equity and whether such liability is liquidated or unliquidated, the Employer 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 Employer to the Services Provider under the Contract or any other contract made between the Employer and the Services Provider.

18. Bankruptcy

The Engineer may at any time by notice in writing summarily terminate the Contract without entitling the Services Provider to compensation in any of the following events:

- (a) if the Services Provider shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- (b) if the Services Provider, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Employer.

19. Intellectual Property Rights

19.1 The Employer shall be the exclusive owner of the Materials. All the Intellectual Property Rights in the Materials shall vest in the Employer at the time they are created. Subject to Clause 19.3, the Services Provider warrants that such Materials are original works developed by or on behalf of the Services Provider.

- 19.2 The Services Provider shall not use or allow to be used directly or indirectly the Materials except for the performance of its obligations under the Contract or except with the prior written approval of the Engineer or his Representatives. "Use" includes any acts restricted by copyright (including reproduction) set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).
- 19.3 If materials from other copyright works or Intellectual Property Rights from other sources (except those originating from the Employer) are included in the Materials or any software and materials are supplied or used by the Services Provider in the performance of the Contract and the Intellectual Property Rights are vested in a third party, the Services Provider shall identify such materials to the Engineer or his Representatives and keep the Engineer or his Representatives informed in writing of such third party materials.
- 19.4 The Services Provider warrants that:
- (a) it has or shall have a valid and continuing licence under which it is entitled to use or sub-license such third party materials and the third party Intellectual Property Rights for itself and for the Employer and its authorised users to use such third party materials;
 - (b) prior to the use and incorporation of such third party materials, the Services Provider shall have obtained the grant of all necessary clearances for itself and for the Employer and its authorised users authorising the use of such third party materials for the purposes contemplated under the Contract;
 - (c) the provision of the Services by the Services Provider and the use or possession by the Employer and its authorised users of the Materials including the third party materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights of any person; and
 - (d) the exercise of any of the rights granted under the Contract by the Engineer or his Representatives and its authorised users will not infringe any Intellectual Property Rights of any person.
- 19.5 The Services Provider hereby waives and will procure its officers, employees, agents, sub-contractors and all authors concerned to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of the Employer, its authorised users and licensees and shall take effect upon delivery of the relevant Materials.
- 19.6 The Services Provider shall at its own costs execute or procure the execution of any further assignments, deeds, licence, documents and

instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause.

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

20. Conflict of Interest

20.1 The Services Provider shall during the Contract Period:

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

(b) forthwith notify the Engineer or his Representatives 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 Services Provider or any of the Services Provider's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Services Provider's obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Services Provider's duties or obligations under the Contract.

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

20.3 In the Contract:

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

(i) a relative or partner of that person; or

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

21. Confidentiality

21.1 The Services Provider shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), in whatever form or media, which the Employer has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Services Provider or which may come to the

Services Provider's knowledge or be accessible by the Services Provider in the course of carrying out the Services and all advices, recommendations, documents, materials and data given by the Services Provider to the Employer under the Contract ("Confidential Information"). The Services Provider's obligations under this Clause 14 shall not extend to any information which was rightfully in the possession of the Services Provider prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).

- 21.2 Without prejudice to any other provision of the Contract, the Services Provider shall indemnify and keep the Employer and its authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:
- (a) a breach of confidence (whether under the Contract or general law) by the Services Provider or any of its employees, agents or sub-contractors;
 - (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Services Provider or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
 - (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Chapter 593 of the Laws of Hong Kong).
- 21.3 The Services Provider shall use the Confidential Information solely for the purposes of the Contract. The Services Provider shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government's prior written consent.
- 21.4 The Services Provider shall not disclose the Confidential Information to any third parties except in confidence to such of the Services Provider's employees, agents or sub-contractors who need to know the same for the purposes of the Contract.
- 21.5 The Services Provider undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.

- 21.6 The Services Provider shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Engineer or his Representatives from time to time.
- 21.7 The Services Provider shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 14 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 21.8 The Services Provider undertakes, if so requested by the Engineer or his Representatives, to deliver to the Engineer or his Representatives on such date as specified by the Engineer or his Representatives, separate confidentiality agreements duly executed by the Services Provider and/or each person to whom any Confidential Information is to be disclosed by the Services Provider in accordance with the Contract. The Services Provider shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by the Engineer or his Representatives.
- 21.9 The Services Provider further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- 21.10 If the Services Provider becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Engineer or his Representatives and give the Engineer or his Representatives all reasonable assistance in connection with any action or proceedings which the Engineer or his Representatives may take or institute against any such persons.
- 21.11 The Engineer or his Representatives may request the Services Provider in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Services Provider shall comply with any such request from the Engineer or his Representatives within seven (7) days of receipt of such request.
- 21.12 The provisions of this Clause 21 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

22. Probity

- 22.1 The Services Provider acknowledges it has been reminded that:

- (a) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong);
 - (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.
- 22.2 The Services Provider shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Services Provider shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.
- 22.3 The Engineer may terminate the Contract immediately if the Services Provider or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.
- 22.4 The Services Provider shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 15.2 and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

23. Insurance

- 23.1 The Services Provider shall effect and maintain throughout the Contract Period a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Services Provider in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such insurances shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Services Provider. The insurance company or companies shall be authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong).

- 23.2 Without prejudice to Clause 23.1, the Services Provider shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.
- 23.3 If required by the Engineer or his Representatives, the Services Provider shall deliver to the Engineer or his Representatives copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 23.4 The Services Provider shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim.
- 23.5 If the Services Provider fails to give effect to or maintain any insurance required under the Contract, the Employer may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Services Provider the costs of putting such in place and maintaining such arrangements.
- 23.6 No provision in any insurance and no amount of insurance covered shall relieve the Services Provider of any liability under the Contract. It is the responsibility of the Services Provider to determine the amount of insurance cover that will be adequate to enable the Services Provider to satisfy any liability under the Contract.

24. Relationship of the Parties

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

25. Disclosure of Information

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

- (a) the Services provided or to be provided by the Services Provider;
- (b) the Estimated Contract Price and any other fees, cost and expense payable to the Services Provider pursuant to the Contract;

- (c) the price proposal submitted prior to the date of the Contract by the Services Provider to the Employer in relation to the Services; and
- (d) the engagement by the Employer of the Services Provider under the Contract and the name and address of the Services Provider and persons appointed or engaged by the Services Provider to assist in the performance of the Contract.

26. Publicity

- 26.1 Whether before, during or after the expiry or termination of the Contract Period, the Services Provider shall not use the Employer's name in any document, publication, advertisement or publicity material without the prior written consent of the Engineer or his Representatives.
- 26.2 Subject to Clause 26.1, the Services Provider shall submit to the Engineer or his Representatives for approval all the proposed advertising or other publicity material relating to the Contract, the Goods and Services or other products supplied or other work done in connection with the Contract wherein the Employer's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.
- 26.3 Notwithstanding any consent or approval given under Clause 26.1 or 26.2, whenever required by the Engineer or his Representatives, the Services Provider shall remove all advertisement and publicity material relating to the Contract wherein the Employer is mentioned or language used from which a connection with the Employer can reasonably be inferred or implied and the Services Provider must comply with such request.

27. Governing Law

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

28. Order of Precedence

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

- (a) Conditions of Contract
- (b) Services Brief
- (c) Form of Quotation

GOVERNMENT OF HONG KONG SPECIAL ADMINISTRATIVE REGION
ELECTRICAL AND MECHANICAL SERVICES DEPARTMENT
QUOTATION FOR
PROMOTION AND TRAINING FOR TERTIARY STUDENTS ON BUILDING ENERGY
EFFICIENCY
(Quotation Reference: Q2559)
SERVICES BRIEF

1. Purpose and Objective

- 1.1 The Government of the Hong Kong Special Administrative Region (the “**Government**”) acting through the Electrical and Mechanical Services Department wishes to appoint a services provider (the selected services provider, “**Services Provider**”) to carry out promotion and training to build tertiary students on building energy efficiency knowledge and retro-commissioning (RCx) (the “**training**”).
- 1.2 Buildings account for about 90% of the electricity consumption in Hong Kong. The Government’s goal is to reduce the electricity consumption of commercial buildings by 30% to 40% and that of residential buildings by 20% to 30% from the 2015 level by 2050; and to achieve half of the above targets by 2035. Therefore, reducing the overall electricity consumption of buildings is one of the key decarbonisation strategies stated in the Government’s “Hong Kong’s Climate Action Plan 2050”.
- 1.3 The objective of the training is to nurturing the young generation with practical training by equipping them with the most sought-after skills and knowledge in the market. To build their sense and knowledge in energy saving and carbon neutrality.

2. Scope of Service

- 2.1 The Scope of the Service shall complete the following tasks and deliverables including but not limited to those stipulated in clause 2.1 to clause 2.5 (both inclusive):-
- (a) conducting a webinar on RCx for tertiary students tentatively on Feb 2022, preparing RCx training and presentation materials, inviting speakers to provide presentation, inviting tertiary institution to enroll the training service, recording the webinar in video with editing as training materials for publishing on RCx Resources Centre (www.rcxrc.emsd.gov.hk).
- 2.2 The services provider shall prepare **training materials** for the training with, but not limited to, the followings details:
- (a) Estimated time of presentation shall be at least 2 hours;
- (b) The importance of building energy efficiency and RCx in the journey of carbon neutrality;
- (c) The idea of energy efficient buildings;

- (d) Best Practice for building operation in energy efficient perspective;
- (e) Innovative technologies related to building energy efficiency and RCx; and
- (f) Successful cases of RCx development and implementation.

2.3 The services provider shall organise the **training** with, but not limited to, the followings details:

- (a) To prepare an event proposal with training rundown with relevant presentation topics covered content as mentioned in Clause 4.2, speaker list and invitation list of potential participants from tertiary institutions
- (b) To arrange half days training in on-line webinar with an estimated 200 tertiary students;
- (c) To design flyer in aligning with the theme of the event in electronic format,
- (d) To identify and assist invitation of speakers, facilitators and participants;
- (e) To handle enquires, collection and confirmation of enrolments, and follow up with participants after invitation
- (f) Participate and assist in the test run for remote speakers and rehearsal at the venue(s) with other relevant parties;
- (g) Provide emcee of the Event;
- (h) To provide the presentation materials in trilingual version (i.e. English, Traditional Chinese Version and Simplified Chinese Version); and
- (i) To record the webinar video in MP4 format with editing for publishing on EMSD's RCx Resources Centre (www.rcxrc.emsd.gov.hk)

2.4 The Services provider shall carry out or have carried out all necessary data searching, desktop study and make necessary liaison with relevant parties and authorities and inquiries as are required for the satisfactory completion of the services.

2.5 The Government Representative may call in-person bi-weekly progress meetings and ad-hoc meetings in his or her office or other suitable locations, as deemed necessary, to control the services. The Services Provider shall arrange his or her key representatives to attend such meetings, prepare presentation materials and take notes.

3 Staffing Arrangement

3.1 The Services Provider shall deploy personnel with relevant expertise in the Project Team (the "**Team**") to perform the Services. The Team shall be headed by a person ("**Team Leader**") who shall assume the role of liaison officer for communicating with the Government. The Team Leader must be stationed in Hong Kong for provision of the Services. Members of the Team must be acceptable to the Government. The Government reserves the right to require replacement of the members of the Team. The Services Provider shall obtain the Government Representative's prior written approval for any proposed addition or change of members of the Team. The Services Provider shall ensure a substitute or replacement of any member of the Team is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as a replacement or substitute.

3.2 Technical Proposals must meet all of the requirements set out in Clauses 3.3. Technical Proposals which fail to meet any of such essential requirements shall be disqualified and not considered further.

3.3 Proposed Project Team must include one Team Leader and at least one team assistant with following requirement:

3.3.1 The Team Leader has:

- (a) practical experience in energy aspect especially in building energy efficiency and retro-commissioning
- (b) professional and academic qualifications in building or energy or engineering discipline, especially for retro-commissioning;
- (c) experience in organising workshop or seminar relevant to energy or engineering in the five years immediately before the Closing Date; and
- (d) obtained award(s) or prize(s) from international organisation(s).

3.3.2 The Team Assistant has:

- (a) event organising experience in training or workshops especially in sharing with tertiary students
- (b) experience in organising workshop or seminar relevant to energy or engineering in the five years immediately before the Closing Date

4 Contract Period

4.1 The Contract period of the Service should last for **4 (Four)** calendar months.

4.2 Upon acceptance by EMSD of the Quotation by the Services Provider, EMSD will issue a notification together with a Service Order to the Services Provider, and the Contract should commence on the date of the notification.

5 Programme of Works and Deliverables

5.1 The Services Provider shall submit the following deliverables to EMSD at the relevant work stages :

Item	Deliverables	Submission Deadline	No. of Copies Required
5.1.1	Event Proposal – outlining the project programme (defined in Clause 6.6), training rundown, presentation topics, potential speaker list and participant list	Two weeks after the commencement of the services agreement	One softcopy in Microsoft Word
5.1.2	Flyer – to provide flyer design and final product for invitation	Three weeks after the commencement of the services agreement	One softcopy in PDF format
5.1.3	Speakers and participant invitation – to invite confirmed speakers and participants in email to join the training	Two months before the training date	-
5.1.4	The training	Feb 2023	-
5.1.5	Presentation Materials – to consolidate all presentation materials and translate in trilingual version (i.e. English, Traditional Chinese Version and Simplified Chinese Version)	Three weeks after the Event	one softcopy in each language for presentation materials of all speakers
5.1.6	Webinar video –To record the webinar video with editing for publishing on EMSD’s RCx Resources Centre (www.rcxrc.emsd.gov.hk)	Three weeks after the Event	MP4 format for whole seminar

5.2 All Deliverables shall be written in English with lively contents in the form of charts, comics, graphics, photos, etc.

5.3 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. The digital copy of Deliverable shall include both editable file Format(s) and image file format. The data formats for digital copies are stipulated as follows:-

Editable File Format	Image File Format	Editable Presentation Material Format
Word 2016	Adobe Acrobat	Powerpoint 2016

- 5.3 The Services Provider shall draw to the attention of the Government Representative any Deliverables that are under license, pre-existing copyright, patent and any other restriction whatsoever affecting the Government use of the Deliverables and if required by the Government Representative, to establish the existence of any license, copyright for patent.
- 5.4 The Services Provider shall submit a programme which shall detail the activities to be carried out, target dates for particular tasks and any decision dates that may be required for the uninterrupted progress of the Assignment. The Services Provider shall discuss with the Government Representative during the above periods to agree the timing of submission of reports, other documents and plans for each of the main elements of the Assignment, for inclusion in the draft programme and revised draft programme.

6 Confidentiality and Security Requirements

- 6.1 Information related to the review of the Codes shall be treated as of an administratively restricted nature, be handled with extreme caution, and be disclosed only on a need basis with the permission of EMSD.
- 6.2 The Services Provider shall implement measures to safeguard the confidentiality of data provided by persons, taking into account the provisions of the Personal Data (Privacy) Ordinance.
- 6.3 The Services Provider shall treat as confidential all information relating to the affairs or business of EMSD or the Government or designated as confidential by EMSD or the Government or which is by its nature confidential, which may come into the possession of the Services Provider, the Services Provider's employee, or any employee, agent, sub-Services Provider or contractor of the Services Provider as a result of or in connection with the provision and performance of the Service.
- 6.4 The Services Provider shall not at any time before, during or after the provision of the service divulge or allow to be divulged to any person any information other than to the relevant employees and any other employees, officers, agents, sub-Services Providers or contractors who need to know the same for the purpose of providing the Service.
- 6.5 The Services Provider shall ensure that the relevant employees and any other persons engaged on any work in connection with the Service are aware of and comply with the provisions of the above and the Official Secrets Ordinance Cap. 521. The Services Provider shall indemnify EMSD and the Government against any loss or damage, which EMSD or the Government may sustain or incur as a result of any breach of confidence by any of such persons.
- 6.6 Should the Service terminate, either normally at the end of the Contract period or prematurely due to any reasons, the Services Provider shall return to EMSD all related materials belonging to EMSD or information collected from or via EMSD within 3 working days of the termination including both hard copies and soft copies.

7 Ownership of Works under the Service

- 7.1 All data, information, study, survey, documentation, records, findings, reports and presentation documents derived or prepared by the Services Provider in the course of the Service shall remain the property of EMSD.
- 7.2 The Services Provider shall establish and maintain proper security measures and procedures to prevent unauthorized use, reproduction or distribution of the documents, either in hard print or electronic format, for the purpose of the Service.

8 Price & Price Variation

- 8.1 Unless otherwise provided for in the Tender Document, a Tenderer shall quote all the prices requested for in the Tender Document in Hong Kong Dollars. Such prices shall be net prices allowing for all trade and cash discounts. The prices shall cover all expenses incidental to the due and proper performance of the Contract by the Tenderer.
- 8.2 Prices quoted by a Tenderer shall only be shown in the Form of Quotation.
- 8.3 A Tenderer must quote fixed prices. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- 8.4 A Tenderer shall make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Engineer. Under no circumstances will the Engineer be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).
- 8.5 Without prejudice to the generality of the Terms of Tender, the Engineer may require a Tenderer who in the opinion of the Engineer has submitted an unreasonably low price to justify and demonstrate that such a Tenderer is capable of carrying out and completing the Contract. The Engineer may reject the Tender if the Tenderer fails to so justify and demonstrate to the Employer's satisfaction.
- 8.6 It will be assumed, unless tenderers clearly stipulate otherwise, that their offers will remain valid for the duration of the contract. Therefore, no request for price variation will be considered. If however a Tenderer wishes to submit a conditional offer which contains a price variation clause, he may do so, with clear understanding that such an offer may prejudice the award of the Tender. In any such case, the basis of the price variation formula shall be clearly stipulated.

9 Payment

- 9.1 Payment will be made according to the schedule below, with completion of relevant work items with deliverables indicated in clause 5.1.

SCHEDULE OF PAYMENT	
Work Item	% of Payment
Event Proposal	40%
The training	40%
Presentation Materials and Edited Videos	20%

- 9.2 An invoice for the claimed payment should be submitted by the Services Provider for certification and payment by EMSD.
- 9.3 Notwithstanding clauses 8.1 and 8.2 above, EMSD may pay any sum at any time provided that EMSD is satisfied with the works completed so far and with the invoice submitted by the Services Provider. For the avoidance of doubt, satisfaction by EMSD under this sub-clause does not constitute acceptance of the works under clause 5.1 above by EMSD.

10 Termination of Contract

- 10.1 If the Services Provider fails to carry out all or any of the works required in the Brief, EMSD may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Services Provider. EMSD may assign the balance of the uncompleted works to any Services Provider.

11 Digital Copies of Publications

- 11.1 Digital copies of the current version of publications mentioned in this Brief can be downloaded in this website:

Hong Kong's Climate Action Plan 2050

<https://www.climateready.gov.hk/>

Buildings Energy Efficiency Ordinance (Cap 610)

<https://www.elegislation.gov.hk/hk/cap610>

Building Energy Code and Energy Audit Code and related technical guidelines

https://www.emsd.gov.hk/beeo/en/mibec_beeo_codtechguidelines.html

Technical Guidelines on RCx

https://www.rcxrc.emsd.gov.hk/en/technical_guideline.php

Online Building Based Electricity Utilization Index Benchmarking Tool

https://eui.emsd.gov.hk/en/EUI_Introduction.html

Online Benchmarking Tools - Energy Consumption Indicators & Benchmarks

https://www.emsd.gov.hk/en/energy_efficiency/energy_end_use_data_and_consumption_indicators/energy_consumption_indicators_benchmarks/

Hong Kong Energy End-use Data

https://www.emsd.gov.hk/en/energy_efficiency/energy_end_use_data_and_consumption_indicators/hong_kong_energy_end_use_data/data/index.html

Green Data Centres Practices Guide V1.0 and BEAM Plus Data Centres

https://www.beamsociety.org.hk/en_beam_plus_data_centres.php

- end -

STATEMENT OF NATIONAL SECURITY AND PUBLIC INTEREST

To: The Government of the Hong Kong Special Administrative Region
("Government")

Date : _____

Dear Sir/Madam,

Quotation Reference. [Q2559]

Contract Title: Quotation for Promotion and Training for Tertiary Students on Building Energy Efficiency

1. *[I/We], the tenderer,

refer to *[my/our] tender for the above Contract.
(name of the tenderer) of
*(address of the tenderer)*¹,
2. *[I/We] confirm that, before *[I/we] sign this letter, *[I/we] have read and fully understand this letter and the and General Conditions of Contract Clause 35 and 36 on "National Security and Public Interest".
3. *[I/We], represent and warrant that *[I/We] have not engaged, *[am/are] not engaging and will not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security.
4. *[I/We] 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 above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

Signed for and on behalf of

by _____
the signatory)²:
(name of the tenderer)
(name and position of

Name of Witness: _____
Signature of Witness: _____
Occupation: _____

* Modify/Delete as appropriate.

- 1 Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
- 2 Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign Government contracts on behalf of that person or as the case may be company.

To be submitted with your tender

GOVERNMENT OF HONG KONG SPECIAL ADMINISTRATIVE REGION
ELECTRICAL AND MECHANICAL SERVICES DEPARTMENT (EMSD)
QUOTATION FOR
PROMOTION AND TRAINING FOR TERTIARY STUDENTS ON BUILDING ENERGY
EFFICIENCY

(Quotation Reference: Q2559)

FORM OF QUOTATION

To: Director of Electrical & Mechanical Services
 Electrical & Mechanical Services Department
 3 Kai Shing Street, Kowloon Bay
 Kowloon, Hong Kong

1. Having inspected the Services Brief for the above named Service, I/we offer to complete the whole of the said Service in conformity with the said Services Brief for the sum of **Hong Kong Dollars** _____ (HK\$ _____) with breakdown of price below –

Item	Description of service	Price (HK \$)
1	Conducting a webinar on RCx for tertiary students tentatively on Feb 2022, preparing RCx training and presentation materials, inviting speakers to provide presentation, inviting tertiary institution to enroll the training service, recording the webinar in video with editing as training materials for publishing on RCx Resources Centre (www.rcxrc.emsd.gov.hk)	\$
	Total	\$

[Note : 1. Each of above item should be priced with a figure for sum up to the total amount.]

2. I/we undertake to complete and deliver without further charge the whole of the Consultancy Service within the time as stated below:
- (a) Time for Completion : Four (4) calendar months, with submission of deliverables per requirements in the Consultancy Brief
- (b) Validity Period : Ninety (90) days
3. The above Service will not be commenced unless and until a written acceptance, in the form of a Service Order, is received for this Quotation within the validity period.
4. I/we understand that EMSD is not bound to accept the lowest or any quotation it may receive.

I/We are duly authorized to bind the firm hereafter mentioned by my/our signature(s) to complete the Service as mentioned above.

Signature : _____ Date : _____

Name in Block Letters : _____

Position in firm : _____

on behalf of (*) _____

Registered address of firm : _____

Signature of Witness : _____ Name in Block Letters : _____

Position in firm : _____

(*) Insert the name of the firm