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

TENDER FORM

Tender Ref.: AFCD/WP/02/19

Contract No.: 

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed in triplicate and enclosed in a sealed envelope marked "AFCD/WP/02/19 – Tender for the Provision of Services on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park"

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

must be deposited in the Government Logistics Department

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

before 12:00 noon (time) on 21 August 2019 (date). Late tenders will not be accepted.

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

(i) this Tender Form (G.F.231 - Parts 1 to 5)
(ii) the Notes for Tenderers
(iii) the Interpretation
(iv) the Terms of Tender
(v) the General Conditions of Contract
(vi) the Special Conditions of Contract
(vii) the Service Specifications
(viii) the Annexes A to C
(ix) the Schedules 1 to 7

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

Suppliers are requested to note that Terms and Conditions “AFCD-TERMS-2 (July 2019)” on Tender for Provision of Services are applicable to this quotation. Details of these documents can be downloaded from the following hyperlink: <https://pcms2.gld.gov.hk/tprod/#/ssm10701>.

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

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

Dated this 19th day of July 2019

(WONG Yung-hing, Eric)
Government Representative
PART 4 — OFFER TO BE BOUND

1. Having read the Tender Document, I/we agree to be bound by all terms and conditions as stipulated therein.

2. I/We do hereby agree to carry out any or all of the Services specified in the Schedule, during the Contract Period at the prices quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Document.

3. I/We also certify that the particulars given by me/us below, are correct:
   
   (a) Business Registration Certificate (No. ..............................................................................................................)
       which expires on ................................................................. ................................................................

   (b) Employee’s Compensation Insurance Policy (No. ............................................................................................................)
       which expires on ................................................................. ................................................................

   Name of Insurance Company ................................................................. ............................................................

4. I am/We are duly authorised to bind the company hereinafter mentioned by my/our signature(s).
   
   --- or ---

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

5. The name of the company / firm is ...........................................................................................................................

6. The registered office of the company is situated at ....................................................................................................

   --- or ---

   The name and residential address of the partners of the firm are as follows:

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

   Authorised ................................................................. ................................................................

   Signature(s): ................................................................. ................................................................

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

   Notes: (i) All the particulars required above must be provided.

   (ii) Strike out clearly alternatives which are not applicable.

PART 5

MEMORANDUM OF ACCEPTANCE

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

I .................................................................................................................................

(Name and position of officer)

accept your Tender for the Contract relating to the following item(s) in the Schedule. A copy of each document constituting the Contract is hereby attached for identification purposes.

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

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

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

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

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

Signed by the said ......................... in the presence of : .................................................................

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

................................................................. ................................................................. .................................................................
NOTES FOR TENDERERS

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

1. **Tender Document**

   This Tender Document identified as AFCD/WP/02/19 consists of the following:

   | Page |
   |-----------------|----------|
   | (a) Tender Form (G.F. 231 Parts 1 - 5) | 1 |
   | (b) Interpretation | 5 |
   | (c) Part 1 – Terms of Tender | 13 |
   |   - Annex A – Reply Slip for Briefing Session and Site Visit | 35 |
   |   - Annex B – Marking Scheme for Tender Evaluation | 37 |
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   |   - Schedule 1 – Site Plan of Hong Kong Wetland Park | 111 |
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   |   - Schedule 4 – Work Plan, Management Plan, and Quality Assurance and Contingency Plan | 141 |
   |   - Schedule 5 – Background of Tenderer | 147 |
   |   - Schedule 6 – Experience of Nominated Staff | 161 |
   |   - Schedule 7 – Tenderer’s Reference Projects | 167 |

2. **Tender Briefing Session and Site Visit**

   A Tender Briefing Session will be held on 6 August 2019 at 10:00 hour at the Hong Kong Wetland Park at Wetland Park Road, Tin Shui Wai, New Territories, Hong Kong. Tenderers are strongly advised to attend the Tender Briefing Session and Site Visit in order to fully acquaint themselves with the requirements of the Government and to determine the scale and costs of the Services to be provided.
3. **Work Plan, Management Plan, and Quality Assurance and Contingency Plan**

   (a) Tenderers shall submit with each tender a Work Plan, Management Plan, and Quality Assurance and Contingency Plan showing the manner in which the methods of work by which the Tenderers propose to carry out the Contract. Detail requirements of the plans are shown in Schedule 4. **If a Tenderer has failed to submit any of these plans, its tender will not be considered further.**

   (b) Tenderers shall note that under Clause 6 of the Special Conditions of Contract in Part 3, the Government Representative shall be entitled to request from time to time the amendment of the plans submitted by the Tenderer under Clause 6(a) hereof to suit the needs and requirements of the Government Representative.

4. **Sub-contracting Proposal**

   Tenderers should note that no sub-contracting proposal submitted during the tendering stage will be considered by the Government. The sub-contracting proposal will only be considered during the performance of the Contract when the Government finds that there is an emergency or a very special circumstance arising. The Contractor may pursue the application in accordance with the provision of Clause 21 of the General Conditions of Contract in Part 2. Any tender containing a sub-contracting proposal will not be considered further.

5. **About these Notes**

   These Notes do not form part of the Tender Document or the Contract. In the event of any conflict between these Notes and the Tender Document, the Tender Document shall prevail.
Tender Reference: AFCD/WP/02/19

INTERPRETATION

1. In the Tender Document and the Contract, unless otherwise defined or the context otherwise requires, the following words and expressions shall bear the meanings as set out below-

   “Authorised Officer” means the officer(s) appointed from time to time by the Government Representative to be responsible for management of the Hong Kong Wetland Park (HKWP);

   “Audio-visual/multimedia Designer and Producer” or “AV/Multimedia Designer and Producer” means the Exhibit Fabricator or Contractor retained by HKWP for the design and production of interactive and audio-visual/multimedia (AV/Multimedia) exhibits

   “Commencement Date” means the date of the Tender Acceptance issued by the Government under Clause 25 of the Terms of Tender;

   “Contract Period” means the period specified in Clause 1 of the Special Conditions of Contract subject to early termination or any extension as described in Clause 14 of the Special Conditions of Contract;

   “Completion Date” means the date by which all the detailed exhibit design and drawings and preparation of tender specification as described in Part C of the Service Specification have been completed;

   “the Contract” or “this Contract” means the contract made between the Government and the Contractor for the provision of services on Review and Design of Exhibition Facilities of the HKWP on and subject to the terms and conditions set out in:
(a) this Interpretation;
(b) the Terms of Tender;
(c) the General Conditions of Contract;
(d) the Special Conditions of Contract;
(e) the Schedules including those submitted by the Tenderer as part of its tender for the Contract;
(f) the Offer to be Bound as signed by the Contractor and forming part of this tender;
(g) the letter of acceptance referred to in Clause 25 of Terms of Tender;
and the attachments to any of the above;

   “Contract Deposit” means the deposit as more particularly described in Clause 26 of the Terms of Tender and Clause 10 of the General Conditions of Contract;

   “Contract price” means the contract fee set out in the Price Proposal submitted by the Tenderer or Contractor, as the case may be;
“Contractor” means the Tenderer whose tender for the Contract has been accepted by the Government and includes its personal representatives, successors-in-title and permitted assignees;

“Contractor Personnel” means any one or more employee or employees of the Contractor who is/are deployed by the Contractor to perform the Services under the Contract;

“Deliverable” means all the text, analyses, charts, computer disks, computer programs, software, compilations of data or information, documents, designs, drawings, sketches, graphics, formulae, papers, working papers, plans, records, reports, materials, models, questionnaires, summaries, tables, tapes, video recordings, sound recordings and any other things or materials of whatsoever nature (tangible or intangible) created, designed, written, prepared, developed, made, supplied and/or produced by or on behalf of or for the Contractor in relation to the Services or pursuant to the provisions under this Contract or during the course of and/or for the purpose of the performance of this Contract (including but not limited to the provision of the Services) which are stored, presented or embodied in whatever media and whether in their completed forms or not (including but not limited to all drafts of any of the aforementioned items);

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

“Design Director” means the Design Director appointed by the Contractor pursuant to Clause 10 of Special Conditions of Contract; who provide Exhibition Design Services and overall creative / design direction and quality control services; supervises and leads the Exhibition Design Team in the performance of the Services;

“Design Project Management Services” has the meaning defined in Note 1(b) of the Schedule 6;

“Environmental Elements” has the meaning defined in para. 3(b), under Part C of the Service Specification;

“Estimated Contract Price” means the total amount payable by the Government to the Contractor over the Contract Period as specified in Part I of Schedule 3 for full and proper performance by the Contractor of its obligations under the Contract;

“Exhibit” means the Exhibits designed under this Service, including
but not limited to fixed exhibits, interactive and AV/Multimedia exhibits; and deliverables of the Exhibit and other things to be provided by the exhibit fabricator including but not limited to design modification, production, installation and setup of interactive programs, and audio-visual/multimedia programs, panels, showcases, replicas, props, text and graphic, dioramas, control systems and special lightings to be displayed at HKWP in this Services;

“Exhibit Design Services” or “Exhibit Design” means Exhibit Design services throughout the entire process from the initial design to the official opening, which cover user research, information review, conceptual design and detailed design (including specification materials, finishes and equipment, spatial arrangement, visitor flow design, exhibition and graphic design, content development for multimedia and interactive programs, lighting and acoustic design, wayfinding design), supervision of the fabrication and rectification works to ensure all exhibit components comply with the design intent of such exhibitions;

“Exhibit Design Team” means the team of Contractor Personnel, agents and sub-contractors (if any) deployed by the Contractor pursuant to Clause 10 of Special Condition of Contract to provide the Services (including but not limited to the Project Director, the Creative Director, and supporting staff include but not limited to Researcher and Copyrighter, Gallery and Exhibit Designer, and Engineer);

“Exhibit Fabricator” or “Fabricator” means the contractor retained by HKWP for fabricating setup and installing the Exhibits, including but not limited to fixed exhibits, interactive and AV/Multimedia exhibits, and associated software programs;

“Exhibition Facility” or “Visitor Facility” means all facilities, other than the exhibition galleries, in HKWP that can be used by visitors which include but not limited to the Ticket Office, Atrium, Theatre, Resource Centre, Multi-function Rooms, Souvenir Shop, Café, children play areas, visitation area in Wetland Reserve (e.g. Wetland Discovery Centre, boardwalks, bird hides, pavilions) and other ancillary facilities (e.g. toilets, Cloak Room, Mother’s Room);

“Exhibition Gallery” or “Gallery” means the exhibition galleries “What are Wetlands Gallery” on the Ground Floor, “Living Wetlands Gallery” on the Ground and First Floor”, “Human Culture Gallery” on the First Floor, and the “Wetland Challenge Gallery” on the First and Ground Floor of the Visitor Centre of HKWP as specified in the Service Specifications;
“Government” means the Government of Hong Kong;

“Government Representative” means the Director of Agriculture, Fisheries and Conservation of the Government or any other officers as may from time to time authorised to act on his/her behalf for the purpose of the Contract and being responsible for management of HKWP;

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

“Hong Kong Wetland Park” or “HKWP” means the Hong Kong Wetland Park located at Wetland Park Road, Tin Shui Wai, New Territories, Hong Kong;

“Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights of whatever nature and wherever arising, whether now known or hereafter created in future (of whatever nature and wherever arising), and in each case whether registered or unregistered, and including applications for the grant of any such rights;

“Museum Exhibition” has the meaning defined in Note 1(b) of the Schedule 6;

“Museum Standard” means the standards and guidelines developed by the International Council of Museum’s Committee on displays and exhibition in accordance with the stated vision, mission and values of a museum, and information presented should be well-founded and accurate. Detailed information is available at: https://icom.museum/en/activities/standards-guidelines/standards/;

“Non-collusive Tendering Certificate” means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender under Clause 12(b) of the Terms of Tender;

“Invitation to Tender” means this invitation to tender issued by the Government inviting tenders for the Contract on the terms set out in the Tender Document;

“person” includes any individual, corporation, firm and unincorporated body;

“predecessor Ordinance” means the Companies Ordinance (Cap. 32) as in force from time to time before the commencement of the new Companies Ordinance (Cap. 622);

“Project Director” means the Project Director appointed by the Contractor pursuant to Clause 10 of the Special Conditions of
Contract; who provide Design Project Management Services and assumes overall responsibility of providing the Services during all work stages and coordinates, overseas and monitors all works related to exhibit design between the Government and all the employees, agents and sub-contractors deployed to perform the Services.

“Public Body” and “Public Officer” have the meanings given to them in the interpretation and General Clauses Ordinance (Cap 1);

“Rates” means the rates chargeable for the provision of Services specified in Schedule 3 for the calculation of the payment;

“Schedules” means as that term appears in the Terms of Tender: the Schedules forming part of the Tender Document; and as that term appears in the Contract, and in Part 4 – Offer to be Bound appearing in the Tender Form signed and submitted by the Contractor: means the Schedules as completed by the Contractor and submitted as part of its tender for the Contract;

“Services” means all services, duties and obligations to be provided or performed by the Contractor under the Contract, including but not limited to the services referred to in Clause 2 of the Special Conditions of Contract;

“Service Specifications” means the specifications which set out the service requirements of the Government, a copy of which is attached to Part 4 of the Tender Document, and which include any updates and revisions agreed with the Contractor;

“Tender Closing Date” means the latest date and time (Time) before which tenders must be lodged, which is specified in the “Lodging of Tender” section of the Tender Form (G.F. 231) (Rev.12/14);

“Tender Document” means the documents issued by the Government for the purpose of the Invitation to Tender, and reference to the terms thereof shall include the terms set out in:

(a) Tender Form (G.F.231);
(b) this Interpretation section;
(c) the Notes for Tenderers;
(d) the Terms of Tender;
(e) the General Conditions of Contract;
(f) the Special Conditions of Contract;
(g) the Service Specifications;
(h) the Price Proposal; and
(i) all other documents attached to the Tender Form whether as a Schedule or other attachment by
whatever name called;

“Tender Validity Period” means the period of time described in Clause 6(a) of the Terms of Tender which the tender is to remain open;

“Tenderer” means the person which has submitted a tender in response to this Invitation to Tender;

“Visitor Centre” means the premises at HKWP named as Visitor Centre.

“Wetland Reserve” means the specified outdoor areas in Wetland Reserve of HKWP;

2. In these Tender Documents (including the Contract), unless the context otherwise required, the following rules of interpretation shall apply:

(a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;

(b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);

(c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Document or the Contract;

(d) references to a document shall:

(i) include all schedules, appendices, annexures and other materials attached to such document; and

(ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Document or the Contract;

(e) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them;

(f) references to “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;

(g) references to a “Clause” in the Terms of Tender are to a clause in the Terms of Tender; references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
(h) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;

(i) any word or expression to which a specific meaning has been attached in any part of the Tender Document shall bear such meaning whenever it appears in the same and other parts of the Tender Document;

(j) a time of a day shall be construed as a reference to Hong Kong time;

(k) references to “normal business hours” mean 0900 to 1800 hours;

(l) references to a day mean a calendar day;

(m) references to a month or a monthly period mean a calendar month;

(n) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done;

(o) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;

(p) words importing the whole shall be treated as including a reference to any part of the whole;

(q) the expressions “include” and “including” shall be construed without limitation to the words following;

(r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Document or by reference to any other definition;

(s) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form; and

(t) where a general obligation in the Tender Document or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.

3 Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.

4 All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the
determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.

5 Unless otherwise provided for in the Tender Document, all quotations and payments shall be made in Hong Kong Dollars.
Part 1
TERMS OF TENDER

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2. Supplementary Information / Tender Addenda
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PART 1

TERMS OF TENDER

1. Invitation to Tender

(a) Unless otherwise specified in the Tender Form, Tenders are invited for the provision of all of the Services subject to and in accordance with the Tender Document. A Tenderer must be a body corporate either incorporated or registered under the Companies Ordinance (Cap. 622) or the predecessor Ordinance.

(b) A Tenderer should read the Tender Document carefully prior to submitting a Tender and ensure that it understands all requirements of the Tender Document.

(c) A Tenderer should obtain such independent advice from its own advisers as it considers appropriate.

(d) A Tenderer should check the number of pages of the Tender Document. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.

(e) A Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Document (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of the Tenderer to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.

(f) No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Document (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Document (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any liability under the Contract as a consequence of any misinterpretation by it of any matter or fact relating to the Tender Document or the Contract.

(g) Information, statistics and forecasts set out in the Tender Document are provided for a Tenderer’s reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government’s actual requirements may vary depending on the actual needs of the Hong Kong Wetland Park and the successful Tenderer must accept any increase or decrease of the stated estimates.

(h) 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 initialled by the
By submitting a Tender, a Tenderer will be regarded to have agreed to all terms and conditions set out in the Tender Document.

2. Supplementary Information / Tender Addenda

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

3. Tender Preparation and Submission

(a) Save in accordance with the terms of the Tender Document, a Tenderer must not alter any provision of the Tender Document.

(b) A Tender must be completed in either English or Chinese and in accordance with other requirements of the Tender Document. The Government will not consider a Tender that is completed in any other language.

(c) A Tenderer shall submit, in the following manner, its completed Tender together with all information and documents required under the Tender Document or relevant to its Tender in accordance with the terms of the Tender Document. A Tender not so submitted (for example, a Tender submitted by e-mail or facsimile) will not be considered.

Tender Submission:

(i) The Tender (including the Tender Form) shall be completed in ink or typescript and submitted in triplicate (one original and two photocopies, with all necessary information including documentary evidences which are necessary for tender evaluation) in accordance with the “Lodging of Tender” section of the Tender Form.

(ii) A tender submitted by a Tenderer should comprise the Technical Proposal in one envelope and the Price Proposal in another envelope. For the Technical Proposal, Tenderers must complete (if applicable) and submit the following documents together with all necessary information including documentary evidence in triplicate:

<table>
<thead>
<tr>
<th>Part 4 of the Tender Form</th>
<th>Offer to be Bound;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule 4</td>
<td>Work Plan, Management Plan, and Quality Assurance and Contingency Plan</td>
</tr>
<tr>
<td>Schedule 5</td>
<td>Background of Tenderer, together with:</td>
</tr>
<tr>
<td></td>
<td>(i) A photocopy of the current Memorandum and Articles of Association and Certificate of Incorporation of the Tenderer or other equivalent documents showing the business status of the Tenderer; and</td>
</tr>
<tr>
<td></td>
<td>(ii) A photocopy of the Tenderer’s current Business</td>
</tr>
</tbody>
</table>
Registration Certificate. The Certificate should bear a machine printed line to show that full registration fee has been effected.

| Schedule 6 | Experience of Nominated Staff, together with: (i) employment records in relevant fields; (ii) documentary evidences to substantiate the relevant past experience. |
| Schedule 7 | Detailed information of Tenderer’s Reference Projects with documentary evidence. |

(iii) The Price Proposal shall comprise Price Proposal in Schedule 3 in triplicate.

(iv) Completed tender document should be submitted separately in two sealed envelopes as follows:

(1) The Technical Proposal (i.e. all the information and documents specified in Clause 3(c)(ii) above under the heading “Technical Proposal”) should be enclosed in sealed envelope clearly marked “Tender Reference: AFCD/WP/02/19 - Tender for the Provision of Services on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park - Technical Proposal”.

(2) The Price Proposal (i.e. Price Proposal in Schedule 3) should be enclosed in another sealed envelope clearly marked “Tender Reference: AFCD/WP/02/19 - Tender for the Provision of Services on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park – Price Proposal”; and

(3) The Technical Proposal and the Price Proposal should then be put into one single large sealed envelope clearly marked “Tender Reference: AFCD/WP/02/19 - Tender for the Provision of Services on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park” without bearing any reference to the identity of the Tenderer, and addressed to the Chairman, Government of Logistics Department Tender Opening Committee. Tender must be deposited in the Tender Box of the Government Logistics Department in accordance with the requirements of the Lodging of Tender of the Tender Form.

(d) The Government may not consider a Tender if:

(i) false, inaccurate or incorrect information is given in the Tender;

(ii) complete information (including descriptive literature, catalogues and any other documents required under any provisions of the Tender Document) is not given with the Tender; and

(iii) any particulars or data requested for in the Tender Document is not
furnished in full in the Tender.

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

(i) if the Tenderer is a company incorporated in Hong Kong:

(1) the Certificate of Incorporation of the Tenderer; or

(2) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer;

(ii) if the Tenderer is formed, established or incorporated outside Hong Kong, a document equivalent to Clauses 3(e)(i)(1) or (i)(2) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is formed, established or incorporated.

(f) Execution and Submission of Tenders

(i) Part 4 “Offer to be Bound” of the Tender Form shall be duly signed by, if the Tenderer is a body corporate, one or more persons who are duly authorised by the Tenderer to sign and submit the Tender for and on behalf of the Tenderer.

(ii) a Tender will not be further considered if Part 4 “Offer to be Bound” of the Tender Form is not completed and signed in the manner described in Clause 3(f)(i) above or submitted with the Tender before the Tender Closing Date.

(g) Tender Closing Date

(i) A Tender must be deposited in the Specified Tender Box before the Tender Closing Date. A Tender deposited in the Specified Tender Box at or after the Tender Closing Date, or a Tender not deposited in the Specified Tender Box, will not be considered.

(ii) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or a Black Rainstorm Warning Signal is in force for any duration between 0900 and 1200 hours on the date and time specified in the “Lodging of Tender” section of the Tender Form, the latest date and time before which Tenders are to be deposited in the Specified Tender Box will be extended to 1200 hours on the following working day.

(iii) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours on the Tender Closing Date, the Government will announce extension of the Tender Closing Date until further notice. Following removal of the blockage, the Government will announce the extended tender closing date as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department.

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

4. Checklist of Compliance
A Tenderer should ensure that its Tender complies with all the essential requirements stipulated in the Tender Document. The Tenderer should complete the Checklist on Information in Annex C, if any, and submit it with its Tender.

5. Tender Evaluation
(a) The Government will use the Marking Scheme as set out in Annex B of this Tender Document to assess the tenders. The weightings of Technical Score and Price Score are 70% and 30% respectively. Before submitting their tenders, Tenderers are advised to note the following steps to be adopted for tender evaluation:

(i) Stage 1 – Completeness Check on the Tender Offers Submitted
Technical proposal of all tenders will be checked to ensure completeness of tender submission. Only those tenders which pass the completeness check will proceed to Stage 2 – Compliance with Essential Requirement. A tenderer who failed to submit the duly completed documents required in Clause 3(c)(ii) and (iii) by the Tender Closing Date will not be considered further.

(ii) Stage 2 – Compliance with Essential Requirement
The tenders will be checked against the essential requirements, including but not limited to those set out in Annex B. Only those conforming to all the essential requirements will enter into Stage 3 – Technical Assessment.

(iii) Stage 3 – Technical Assessment
The Technical Score of conforming tenders will be assessed in accordance with the criteria set out in the Marking Scheme. Tenderers should note the passing mark of individual criteria for this stage of evaluation. Any tender failing to score the passing mark of any of the individual criteria in this stage will not be considered or evaluated further.

(iv) Stage 4 – Price Assessment
The price information of tenders that have passed Stage 3 – Technical Assessment will be assessed according to the formula stated under “Stage 4 – Price Assessment” of the Marking Scheme.

(v) Stage 5 – Calculation of Combined Score
The combined score of the tenders which passed the Stage 3 – Technical Assessment will be calculated. Subject to other provision in these Terms of Tender, the Tender that has achieved the highest combined score will normally be recommended for acceptance.

(b) Tender price will be assessed on the basis of the “Total Amount” quoted by the
Tender Reference: AFCD/WP/02/19

Tenderer in the Price Proposal in Schedule 3. Any prompt payment discount offered by a Tenderer in the Price Proposal in Schedule 3 will not be taken into consideration in the price assessment; except when there are more than one Tenderers attaining the same highest combined score, the Government would in such case take into account the greatest prompt payment discount by applying it on the price offers of such Tenderers.

6. Tenders to Remain Open

(a) A Tender once submitted by a Tenderer will be binding on the Tenderer.

(b) It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for acceptance for the longest of the following periods:

(i) a period of not less than one-hundred and eighty (180) days after the Tender Closing Date;

(ii) a period specified in the Terms of Tender (Supplement) for which Tenders are to remain valid and open for acceptance, if any; and

(iii) a period offered in the Tender for which it is to remain valid and open for acceptance,

(“Tender Validity Period”).

(c) If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender shall be the longer of the periods in Clauses 6(b)(i) and (ii).

(d) If a Tenderer offers in its Tender a period that is shorter than any of the periods referred to in Clauses 6(b)(i) and (ii), or if it rejects the Tender Validity Period prescribed in Clauses 6(b), its Tender will not be further considered.

7. Prices

(a) Unless otherwise provided for in the Tender Document, a Tenderer shall quote all the prices requested for in the Tender Document in Hong Kong Dollars. Such prices shall be net prices allowing for all trade and cash discounts. The prices shall cover all expenses incidental to the due and proper performance of the Contract by the Contractor.

(b) Prices quoted by a Tenderer shall only be shown in the Price Schedule.

(c) 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.

(d) A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in the prices
(e) Without prejudice to the generality of the Terms of Tender, the Government may require a Tenderer who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that such a Tenderer is capable of carrying out and completing the Contract. The Government may reject the Tender if the Tenderer fails to justify and demonstrate to the Government’s satisfaction.

8. Company/Business Organisation Status

(a) A Tenderer shall provide the following details relating to itself in the Schedules:

(i) name and address of the company;

(ii) length of business experience;

(iii) shareholders the company and their percentage of ownership;

(iv) names and correspondence addresses of the following:

1. managing director/partners; and

2. other directors;

(v) a copy of a valid Business Registration Certificate and copies of other documents evidencing its business status;

(vi) Memorandum (if any) and Articles of Association, a copy of the agreement made between its shareholders (if any), Certificate of Incorporation, Certificate of Change of Name (if any), and other corporate documents;

(vii) if the Tenderer, being an incorporated entity, is a company incorporated in Hong Kong or has a principal place of business in Hong Kong, a copy of the latest annual return filed with the Companies Registry;

(viii) place and date of its incorporation or formation;

(ix) company profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise; and

(x) a copy of the relevant document (e.g. board resolutions of the Tenderer) showing that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer.

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

(i) the Tenderer is duly incorporated, formed or established and validly existing under the laws of the place of the Tenderer’s incorporation, formation or establishment and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the proposed Contract;

(ii) the Tenderer has the full power, authority and legal capacity to:

(1) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Document; and

(2) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;

(iii) the proposed Contract with the Government will, upon its formation pursuant to Clause 25(a), constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation, formation or establishment and is enforceable against the Tenderer in accordance with its terms;

(iv) the execution, delivery and performance of its Tender and the proposed mode of execution, delivery and performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer’s place of incorporation, formation or establishment, or the Memorandum and Articles of Association or similar constitutional documents of the Tenderer;

(v) no authorisations, consents or approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Tenderer’s Tender, or the performance by the Tenderer of its obligations under the Tender Document and the Contract;

(vi) the Tenderer’s Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation, formation or establishment in order to secure their validity and/or priority;

(vii) there is no restriction under the laws of the place of the Tenderer’s incorporation, formation or establishment affecting the Tenderer’s obligations under the Tender Document and the Contract;

(viii) the choice of the laws of Hong Kong to govern the Tender Document and the Contract is a valid choice of laws and would be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer; and
(ix) it is not necessary under the laws of the place of incorporation, formation or establishment of the Tenderer that the Government be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Tender Document and the Contract.

(c) The Government may require a Tenderer to provide, at its own expense, additional legal opinion satisfactory to the Government in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer and acceptable to the Government on any other matters arising from its Tender.

(d) If a Tenderer proposes to engage any sub-contractor to perform the Contract, subject to any other provisions in the Tender Document relating to such engagement, the Tenderer shall submit with its Tender, information and documents relating to each of such proposed sub-contractor on the matters referred to in Clause 8(a), and if the proposed sub-contractor is incorporated outside Hong Kong, the legal opinion referred to in Clause 8(b) and 8(c) above.

9. Cancellation of Tender

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

10. Counter-Proposals

(a) A Tenderer must not submit any proposal that has the effect of varying or modifying any essential requirements specified in the Tender Document.

(b) If a Tenderer fails to comply with Clause 10(a) above, its Tender will be disqualified and will not be further considered by the Government.

(c) Subject to Clause 10(a), if a Tenderer still wishes to submit a counter-proposal (“Counter-Proposal”), the Counter-Proposal must be submitted in the following manner:

(i) the Counter-Proposal shall be attached to the Offer to be Bound;

(ii) the original provision which the Counter-Proposal relates to should be fully recited before the proposed alteration or deletion;

(iii) the proposed alteration to the original provision should be underlined and should bear the corresponding clause number of the original provision unless it is an addition;

(iv) if it is an addition, the additional provision should be underlined;
(v) words to be deleted should be crossed out by a single line only; and

(vi) an explanation should be given below the alteration or deletion and put in square brackets “[  ]”.

(d) Any Counter-Proposal that is not submitted in accordance with Clause 10(c) will not be considered by the Government and will not be regarded to form part of the Tender submitted by a Tenderer. In such event, the Tenderer shall be deemed to have agreed to the original term to which the Counter-Proposal relates and the Government will continue to consider the Tenderer’s Tender on this basis.

(e) Notwithstanding and without prejudice to the aforesaid, the Government may negotiate with the Tenderer any Counter-Proposal but is not obliged to do so. The Government may at its absolute discretion reject any Counter-Proposal. If negotiation is conducted but fails, the Government may reject or exclude the Counter-Proposal and assess the Tender as it is without the Counter-Proposal.

11. Personal Data Provided

(a) All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender).

(b) By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Clause 12(a).

(c) An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual’s personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual’s personal data provided in the Tender.

(d) Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Procuring Department.

12. Warranty against Collusion

(a) The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to in Clause 12(b) below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition
of pecuniary penalties and other sanctions under the Competition Ordinance.

(b) The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (Appendix III in Schedule 5) as part of its Tender.

(c) In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Clause 12(a) above or in the Non-collusive Tendering Certificate submitted by it under Clause 12(b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

(i) reject the Tenderer’s Tender;

(ii) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer’s Tender; and

(iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 14(a) of the General Conditions of Contract.

(d) By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Clause 12(a) above or in the Non-collusive Tendering Certificate submitted by it under Clause 12(b) above.

(e) A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 12(a) above or in the Non-collusive Tendering Certificate submitted by it under Clause 12(b) above may prejudice its future standing as a Government contractor or service provider.

(f) The rights of the Government under Clause 12(c) to 12(e) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

13. Warning against Bribery

(a) The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.

(b) The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.
14. Environmental Protection

(a) Tenderers are requested to minimise the impact of their activities on the environment.

(b) The following environmental-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:

(i) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;

(ii) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and

(iii) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

15. Tenderer’s Commitment

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

(b) The Government reserves the right not to consider a Tender that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Clause 16(a) above.

16. New Information

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

17. Contractors’ Performance Monitoring

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

18. Cost of Tender

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

19. Request for Information

(a) In the event that the Government determines that:

(i) clarification in relation to any Tender is necessary; or

(ii) a document or a piece of information, other than the document or information set out in Clause 19(b), is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. Each Tenderer shall thereafter within five (5) working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Tender will not be considered further if complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government. As an alternative to seeking clarification or further information or document, the Government may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.

(b) The document and information not covered by Clause 20(a)(ii) are:

(i) price information or quotes required in the Tender Document;

(ii) a signed Offer to be Bound;

(iii) Work Plan, Management Plan, and Quality Assurance and Contingency Plan in Schedule 4;

(iv) Background of Tenderer in Schedule 5;

(v) Experience of the nominated Project Director and Design Director in Schedule 6;

(vi) Details of Tender’s Reference Project in Schedule 7; and

(vii) any other document or information in respect of which it is specified in the Tender Document that a failure to provide to the Government in a Tender at the time of submission of the Tender or by the Tender Closing Date will result in the Tender not being considered.

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

(a) Any enquiries from the Tenderer concerning the Tender Document up to the date of lodging its Tender with the Government shall be in writing and be addressed to:

Wetland Park Manager / Exhibition  
Hong Kong Wetland Park  
Wetland Park Road,  
Tin Shui Wai, New Territories,  
Hong Kong.  
(Fax No. : (852) 3152 2668)

(b) After lodging a Tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or the Tender Document. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.

(c) Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a prospective Tenderer shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Tenderer or prospective Tenderer to rely on such statement. No such statement shall form part of the Tender Document or alter, negate or constitute a waiver of any provision of the Tender Document.

21. **Communication with the Government**

(a) All communications given or made by the Government or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other party in the manner provided in Clause 27 of the General Conditions of Contract, save that the Government may, by prior notice to a Tenderer, require the Tenderer to send or deliver a written communication by post or facsimile only. A Tenderer should note that the Government will not accept the use of a postal box as the Tenderer’s correspondence address for any purpose whether before or after the award of the Contract.

(b) All communications in relation to the Invitation to Tender shall be conducted directly between the Government and the Tenderer irrespective of the number of sub-contractors involved.

22. **Negotiations**

(a) The Government reserves the right to negotiate with any Tenderer the terms of the Tenderer’s Tender and conditions of the Contract.

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

23. **Government Discretion**

(a) Notwithstanding anything to the contrary in this Tender Document, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:

(i) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Tender Closing Date or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer;

(ii) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;

(iii) in the event of a claim, an allegation or the Government having grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringe or will infringe any Intellectual Property Rights or any other rights of any person;

(iv) the Tenderer has made significant or persistent breaches or deficiencies in performance of any substantive requirement or obligation under any Government or other contracts;

(v) the Tenderer has been convicted by the final judgement in respect of serious crimes or other serious offences;

(vi) in the event of the professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer;

(vii) any failure of the Tenderer to pay taxes to the Government; or

(viii) the Tenderer has made any restrictions or limitations which seek to limit or avoid the responsibility of the Tenderer in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Tenderer/Contractor under the Contract in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of the Tender.

The grounds specified in Clauses 23(a)(i) to (viii) are separate and independent, and shall not be limited by reference to or inference from the other of them.

(b) For the purposes of Clause 23(a), each Tenderer shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself that is reasonably relevant to facilitate
the Government’s determination as to whether to exercise its right of disqualification, including but not limited to the following:

(i) details of any petition or proceeding mentioned in Clause 23(a);

(ii) details of conviction of the Tenderer in Hong Kong or any overseas jurisdictions in respect of (A) serious offences; and (B) other offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of award;

(iii) details of all infringement claims or allegations as mentioned in Clause 23(a)(iii); and

(iv) details of all breaches or performance deficiencies of the Tenderer or a related person as mentioned in Clause 23(a)(iv).

If none of the events as mentioned in Clauses 23(b)(i) to 23(b)(iv) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Clause 23(c) below.

(c) In addition to the information mentioned in Clause 23(b), the Government reserves the right to request from a Tenderer and take into account all information about:

(i) the Tenderer itself;

(ii) any of the directors or management staff of the Tenderer who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer; and

(iii) any of the related persons of the Tenderer and of any directors and management staff of the related persons who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer,

and such information is reasonably relevant to facilitate the Government’s determination as to whether to exercise its right of disqualification under Clause 24(a).

Such information relating to any of the aforesaid persons may include, without limitation, details of any conviction in respect of offences referred to in Clause 23(b)(ii) or details of any breaches or performance deficiencies referred to in Clause 23(a)(iv), details of any serious crimes or serious offences referred to in Clause 23(a)(v), of any professional misconduct, acts or omissions referred to in Clause 23(a)(vi) and of any failure to pay taxes to the Government referred to in Clause 23(a)(vii) above.
(d) If the Tenderer fails to comply with the request made by the Government pursuant to Clause 23(c) above within such time as required by the Government or has otherwise submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Clause 23(a)(ii) above.

(e) In providing the information required under Clauses 23(c)(ii) and 23(c)(iii) above, the Tenderer may show cause to satisfy the Government that the petition, proceedings, conviction record, infringement claim or allegation, breach or performance deficiency, or professional misconduct, as the case may be, does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.

(f) If the Tenderer is a company, the expression “related person” of the Tenderer includes any one of the following:

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

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

(g) References to related persons, directors and management staff of the Tenderer or of a related person include persons who were in such capacity at such time of the incident referred to in Clauses 23(a)(iv), 23(a)(v), 23(a)(vi), 23(a)(vii) or Clause 23(b)(ii).

24. **Award of Contract**

(a) Subject to the other provisions of the Tender Document, the Government will normally award the Contract to the Tenderer which the Government has determined to be capable of fulfilling the terms of the Contract and whose Tender:

- conforms with all the essential requirements stipulated in the Tender Document and has the lowest tender price among all the Tenders where the Invitation to Tender is not subject to a marking scheme on the technical and price aspects; or

- conforms with all the essential requirements stipulated in the Tender Document and has the highest combined technical and price score where
the Invitation to Tender is subject to a marking scheme on the technical and price aspects.

(b) Each Tenderer acknowledges that the Government may elect at its sole option to accept all or any part of the Tenderer’s Tender.

(c) The Government is not bound to accept the Tender with the lowest price offer or the Tender with the highest combined technical and price score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

(d) The Government is not bound to consider an offer in the event of a claim, an allegation, or the Government having grounds to believe that any thing(s), service(s) or material(s) to be supplied, applied or recommended by a Tenderer under its Tender infringes or will infringe any Intellectual Property Rights or any other rights of any person.

25. Acceptance

(a) A Tender shall not be regarded to have been accepted by the Government unless the Government issues to the successful Tenderer an acceptance in writing (“Tender Acceptance”) and send it by either post or facsimile transmission to the successful Tenderer’s address or facsimile number (as the case may be) specified in the Appendix. A binding Contract between the Government and the successful Tenderer is only constituted:

(i) if the Tender Acceptance is sent by post, at the time of posting; or

(ii) if the Tender Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Government’s facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.

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

(c) Tenderers who do not receive any notification within the Tender Validity Period should assume that their Tenders have not been accepted.

26. Contract Deposit

(a) Based on the rate/unit price quoted by a Tenderer in under Part I of the Schedule 3 - Price Schedule, an Estimated Contract Price that may be payable by the Government under the Contract during the Contract Period pursuant to the Tenderer’s Tender will be determined by the Government.

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

(c) The successful Tenderer shall pay the Contract Deposit either in cash, cheque,
cashier’s order or in the form of a banker’s guarantee. Each Tenderer should
state clearly in Part I under Appendix II in Schedule 5 the method of providing
the Contract Deposit. If the successful Tenderer fails to do so, it will be
regarded to have undertaken to pay the Contract Deposit to the Government in
cash.

(d) If the successful Tenderer elects to pay the Contract Deposit by way of a
banker’s guarantee, the banker’s guarantee must comply with the following:

(i) it must be issued by a bank that holds a valid banking licence granted
under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)
and acceptable to the Government;

(ii) unless otherwise agreed by the Government, it must be on the terms set
out at Part II under Appendix II in Schedule 5; and

(iii) the banker’s guarantee shall come into effect on the date of
commencement of the Contract Period unless another date is specified in
the Tender Acceptance as the date on which the banker’s guarantee is to
take effect. In the event that another date is so specified, the banker’s
guarantee shall take effect no later than such date.

(e) The Contract Deposit, whether paid by way of cash, cheque, cashier’s order or
banker’s guarantee shall be returned to the Contractor or released in accordance
with the Contract.

27. Complaints about Tendering Process or Award of Contract

A Review Body on Bid Challenges under the WTO GPA has been set up by the
Government to deal with challenges made against alleged breaches of the WTO GPA.
The relevant procedures for handling bid challenges are set out in the Rules of
Operation of the Review Body which are available for inspection at the Secretariat of
the Review Body located at the Trade and Industry Department. They may also be
sent to the interested parties upon request to the Secretariat of the Review Body.
Where the Invitation to Tender is subject to WTO GPA, and that a Tenderer believes
that a breach of the WTO GPA has occurred, the Tenderer may, within ten (10)
working days after it knew or reasonably should have known the basis of the
challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO
GPA. Nevertheless the Tenderer is encouraged to seek resolution of its complaint in
consultation with the Procuring Department before lodging a complaint to the Review
Body. In such instances, the Procuring Department shall accord impartial and timely
consideration to any such complaint, in a manner that is not prejudicial to obtaining
corrective measures through the Review Body. The Review Body may receive and
consider a late challenge but a challenge will not be considered if it is filed later than
thirty (30) working days after the basis of the challenge is known or reasonably
should have been known to the Tenderer.
28. **Documents of Unsuccessful Tenderers**

(a) The Government may destroy all documents submitted by unsuccessful Tenderers three (3) months after the Contract has been constituted under Clause 25(a).

(b) Where the Invitation to Tender is subject to WTO GPA, the Government may destroy all documents submitted by unsuccessful Tenderers three (3) years after the Contract has been constituted under Clause 25(a).

29. **Consent to Disclosure**

(a) The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer, particulars of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer and the Estimated Contract Price.

(b) Nothing in Clause 29(a) shall prejudice the Government’s power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Clause 29(a) if the disclosure is made under any one of the following circumstances:

(i) 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);

(ii) the disclosure of any information already known to the recipient;

(iii) the disclosure of any information which is public knowledge;

(iv) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, a request made by the Review Body mentioned in Clause 27, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or

(v) without prejudice to the power of the Government under Clause 29(a), to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

30. **Intellectual Property Rights Licence in respect of the Tender**

The Government, its authorised users, assigns and successors-in-title shall have the right to do any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong) in respect of the Tenders and all the related documents or materials submitted by the Tenderers, for purposes including but not limited to tender evaluation, tender negotiation, contract management, disclosure made pursuant to Clause 29 of Part 1 – Terms of Tender and all other purposes incidental thereto.
31. **Briefing Session and Site Visit**

A tender briefing session and site visit will be held from 10:00 a.m. to 12:00 noon, on 6 August 2019 at Hong Kong Wetland Park, Wetland Park Road, Tin Shui Wai, New Territories, Hong Kong. All Tenderers who wish to submit a bid in this Tender are strongly recommended to attend this briefing session and the site visit. Tenders who would like to attend the briefing session and site visit should complete the reply slip attached at Annex A and send it back on or before 2 August 2019 to Wetland Park Manager / Exhibition to register (Fax no.: (852) 3152 2668). Each Tenderer may nominate not more than two representatives for the briefing session and site visit.
Annex A

Tender for the Provision of Services
on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park,

Reply Slip for Tender Briefing Session and Site Visit

To: Wetland Park Manager / Exhibition
   Hong Kong Wetland Park
   Wetland Park Road, Tin Shui Wai,
   New Territories, Hong Kong
Fax: (852) 3152 2668

Details of the Tender Briefing Session and Site Visit:

Date : 6 August 2019 (Tuesday)
Time : 10:00 a.m. - 12:00 noon
Venue : Conference Room,
   Hong Kong Wetland Park,
   Wetland Park Road, Tin Shui Wai, New Territories, Hong Kong.

Please fill in the required information:

The following person(s) from our company/organisation will attend the Briefing Session and Site Visit on 6 August 2019, 10:00 a.m. to 12:00 noon.

<table>
<thead>
<tr>
<th>Name</th>
<th>Post title</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td></td>
</tr>
</tbody>
</table>

Signature : ____________________________________________
Name : ____________________________________________
Post title : ____________________________________________
Company/Organisation : _______________________________________
Telephone no. : ____________________________________________
Fax no. : ________________________________________________
E-mail address : ___________________________________________
Date: ________________________________________________

Note: (1) Each Tender can nominate not more than two representative to attend.
(2) Suppliers may refer to the following links for parking fee and opening hours of car park at Hong Kong Wetland Park:
https://www.wetlandpark.gov.hk/tc/information/transport-driving
Annex B

Marking Scheme for Tender Evaluation
for
Tender for the Provision of Services
on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park

1. The Government will use a Marking Scheme to assess the tenders. The weighted technical score will carry a weighting of 70% as against a 30% for weighted price score. There is no passing mark for the total marks scored in the Technical Assessment. **A Tender which fails to pass any one of the criteria (1) to (3) in Part A of the technical assessment will not be further considered.** Upon completion of the technical assessment, the price information will be evaluated. A tender with the highest combined score combining the weighted technical score and the weighted price score will normally be recommended for acceptance. All tenders will be assessed in the following manner.

Stage 1 - Completeness Check on the Tender Offers Submitted

2. All tenders received will be checked on whether all the documents and information required in Clause 3(c) in the Terms of Tender have been submitted. Failure to submit any of the following documents on or before the Tender Closing Date will render a tender invalid and will not be considered further:

   (a) a duly signed Part 4 of the Tender Form -- Offer to be Bound;
   (b) Schedule 3 – Price Proposal with the price information duly completed;
   (c) Schedule 4 – Work Plan, Management Plan, and Quality Assurance and Contingency Plan;
   (d) Schedule 5 – Background of Tenderer;
   (e) Schedule 6 – Experience of Nominated Staff;
   (f) Schedule 7 – Tenderer’s Reference Project

Stage 2: Compliance with Essential Requirements

3. A tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements as set out below. **A tender which fails to meet any of the essential requirements will not be considered further.** A tender which passes Stage 2 will proceed to Stage 3 assessment.

   (a) Tenderer must provide information in paras. 1 to 4 in **Schedule 5** to prove itself to be a body corporate duly incorporated under the laws of the place of its incorporation \(^{Note 1}\). A tender submitted by a sole proprietor or an unincorporated body (including an unincorporated joint venture or consortium or partnership) will not be considered further;

   (b) Tenderer must nominate in **Schedule 6** staff including Project Director and Design Director in the company as at the Tender Closing Date.
Stage 3 – Technical Assessment

4. The maximum total technical marks are 100 and are divided into three parts: Part A on the assessment of the quality of the Technical Proposal is allocated a maximum mark of 70; Part B on the assessment of the experience of the Tenderer is allocated a maximum mark of 15; and Part C on the assessment of other criterion is allocated a maximum mark of 15. There is no passing mark for the total marks scored in the Technical Assessment. **Tenders that do not attain the passing mark for any one of the Assessment Criteria (1) to (3) in Part A will not be considered further.**

5. The submission for the Technical Proposal, excluding related annexes, documentary proofs and drawings, **shall not be more than 40 pages in double-sided A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit will be considered in the tender evaluation but 0.5 mark will be deducted from the total technical marks for each excessive page, subject to a maximum of 8 marks.

6. Tenderer’s submission with the Tender Document will be evaluated in the Technical Assessment:
   
   (a) Work Plan, Management Plan, and Quality Assurance and Contingency Plan in Schedule 4;
   
   (b) Experience of the nominated Project Director and Design Director in Schedule 6; and
   
   (c) Details of Tender’s Reference Project in Schedule 7.

<table>
<thead>
<tr>
<th>Assessment Criteria</th>
<th>Maximum Marks Scored</th>
<th>Passing Mark</th>
<th>Unit Mark (M)</th>
<th>Standard Score (S) (See Remarks)</th>
<th>Marks obtained (M x S)</th>
<th>Remarks/Basis of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A: Quality of Technical Proposal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Work Plan</td>
<td>30</td>
<td>7.5</td>
<td>7.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Management Plan</td>
<td>10</td>
<td>2.5</td>
<td>2.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Quality Assurance and Contingency Plan</td>
<td>10</td>
<td>2.5</td>
<td>2.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Innovation element</td>
<td>20</td>
<td>Nil</td>
<td>Type I 2.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Type II 2.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part B: Experience of the Tenderer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Experience of Project Director</td>
<td>7.5</td>
<td>Nil</td>
<td>2.5</td>
<td></td>
<td></td>
<td>See Note 3</td>
</tr>
<tr>
<td>6. Experience of Design Director</td>
<td>7.5</td>
<td>Nil</td>
<td>2.5</td>
<td></td>
<td></td>
<td>See Note 4</td>
</tr>
<tr>
<td>Part C: Other Criterion</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Quality of Reference Projects</td>
<td>15</td>
<td>Nil</td>
<td>5</td>
<td></td>
<td></td>
<td>See Note 5</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Overall Technical marks**
7. A tender which has passed Stage 3 assessment shall be considered as a conforming tender. A maximum weighted technical score of 70 will be allocated to the conforming tender with the highest total technical mark, while the weighted technical score for other conforming tenders will be calculated by the following formula:

\[
\text{Weighted Technical Score} = 70 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest total technical mark among the conforming tenders}}
\]

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

**Explanatory Notes for Stage 3 – Technical Assessment**

**Note 1: for Assessment Criterion (1) to (3) – Work Plan, Management Plan, and Quality Assurance and Contingency Plan**

The Work Plan, Management Plan, and Quality Assurance and Contingency Plan provide practical information with detailed explanation for items as listed in Schedule 4.

Marks will be given according to the marking guidelines provided below:

<table>
<thead>
<tr>
<th>Standard Score</th>
<th>Marking Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>The proposed plan is practical with detailed information for all of the required items.</td>
</tr>
<tr>
<td>3</td>
<td>The proposed plan is practical with detailed information for more than three forth of the required items and brief information for the remaining required items.</td>
</tr>
<tr>
<td>2</td>
<td>The proposed plan is practical with detailed information for more than half of the required items and brief information for the remaining required items.</td>
</tr>
<tr>
<td>1</td>
<td>The proposed plan is practical with brief information covering all of the required items.</td>
</tr>
<tr>
<td>0</td>
<td>The proposed plan is impractical or fails to provide information on any of the required items.</td>
</tr>
</tbody>
</table>
Note 2: for Assessment Criterion (4) – Innovation element

The Innovation Plan provides practical innovative suggestions/value-adding elements, and detailed descriptions on the proposed contents and themes. A total of 20 out of the maximum mark of 70 marks for Part (A) are reserved for assessing innovative suggestions to be given to two types of plans as listed in Schedule 4.

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

<table>
<thead>
<tr>
<th>Assessment Criterion</th>
<th>Maximum Mark for Type I(^#) innovative suggestions</th>
<th>Maximum Mark for Type II(^@) innovative suggestions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Innovation Plan</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

Remarks:  
\(^\#\) Type I: Innovative suggestions which are considered effective and practicable, which may not necessarily be technology-related, bringing benefits in improving the delivery of the Services (e.g. innovative means of presentation, innovation use of unique features and characteristic of the site; techniques to create experience that resonates with diverse audience; and saving of manpower resources for delivery of visitor services.)

\(^@\) Type II: Innovative suggestions which can bring about positive values or benefits to the Government or public at large (e.g. promote cultural heritage in wetland environment; promote wetland conservation; and encourage public participation).

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

<table>
<thead>
<tr>
<th>Standard Score</th>
<th>Marking Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>The proposed plan contains ten (10) to twelve (12) practicable innovative suggestions.</td>
</tr>
<tr>
<td>3</td>
<td>The proposed plan contains seven (7) to nine (9) practicable innovative suggestions.</td>
</tr>
<tr>
<td>2</td>
<td>The proposed plan contains four (4) to six (6) practicable innovative suggestions.</td>
</tr>
<tr>
<td>1</td>
<td>The proposed plan contains one (1) to three (3) practicable innovative suggestions.</td>
</tr>
<tr>
<td>0</td>
<td>The proposed plan does not contain any innovative suggestions.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Standard Score</th>
<th>Marking Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>The proposed plan contains innovative suggestion(s) that contribute(s) to ten (10) to twelve (12) positive values.</td>
</tr>
<tr>
<td>3</td>
<td>The proposed plan contains innovative suggestion(s) that contribute(s) to seven (7) to nine (9) positive values.</td>
</tr>
<tr>
<td>2</td>
<td>The proposed plan contains innovative suggestion(s) that contribute(s) to four (4) to six (6) positive values.</td>
</tr>
</tbody>
</table>
1 The proposed plan contains innovative suggestion(s) that contribute(s) to one (1) to three (3) positive values.

0 The proposed plan does not contain any innovative suggestions.

**Note 3: for Assessment Criterion (5) – Experience of Project Director**

Only one Project Director should be nominated in Schedule 6. If more than one Project Directors have been nominated, only the one with the most year of full-time experience in aggregate in providing design project management services for museum exhibition will be evaluated.

The proposed Project Director must have experience in providing design project management services for at least two (2) museum exhibitions throughout the entire process from initial design to official launching during the 15 years immediately before the Tender Closing Date.

Marks will be given according to the marking guidelines provided below:

<table>
<thead>
<tr>
<th>Standard Score</th>
<th>Marking Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>The proposed Project Director has experience in providing project management of exhibit design services for four (4) museum exhibitions.</td>
</tr>
<tr>
<td>2</td>
<td>The proposed Project Director has experience in providing project management of exhibit design services for three (3) museum exhibitions.</td>
</tr>
<tr>
<td>1</td>
<td>The proposed Project Director has experience in providing project management of exhibit design services for two (2) museum exhibitions.</td>
</tr>
<tr>
<td>0</td>
<td>The proposed Project Director did not have experience in providing project management of exhibit design services</td>
</tr>
</tbody>
</table>

**Note 4: for Assessment Criterion (6) – Experience of Design Director**

Only one Design Director should be nominated in Schedule 6. If more than one Design Directors have been nominated, only the one with the most year of full-time experience in aggregate in providing exhibit design services for museum exhibition will be evaluated.

The proposed Design Director must have experience in providing exhibit design services for at least two (2) museum exhibitions throughout the entire process from initial design to official launching during the 15 years immediately before the Tender Closing Date.

Marks will be given according to the marking guidelines provided below:

<table>
<thead>
<tr>
<th>Standard Score</th>
<th>Marking Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>The proposed Design Director has experience in providing exhibit design services for four (4) museum exhibitions.</td>
</tr>
<tr>
<td>2</td>
<td>The proposed Design Director has experience in providing exhibit design services for three (3) museum exhibitions.</td>
</tr>
<tr>
<td>1</td>
<td>The proposed Design Director has experience in providing exhibit design services for two (2) museum exhibitions.</td>
</tr>
<tr>
<td>0</td>
<td>The proposed Design Director did not have experience in providing exhibit design service for museum exhibition.</td>
</tr>
</tbody>
</table>
Note 5: for Assessment Criterion (7) - Quality of Reference Projects

The Quality of Reference Projects is assessed according to attractiveness of design, use of audio-visual/ multimedia installations, display of taxidermy, models and artefacts, and visitors’ multi-sensory interaction, and detailed description of a gallery with science- and nature-related themes submitted in Schedule 7.

Marks will be given according to the marking guidelines provided below:

<table>
<thead>
<tr>
<th>Standard Score</th>
<th>Marking Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>The Tenderer attained 20 or more average marks in Criteria (i) to (vi)</td>
</tr>
<tr>
<td>2</td>
<td>The Tenderer attained 15 to 19 average marks in Criteria (i) to (vi)</td>
</tr>
<tr>
<td>1</td>
<td>The Tenderer attained 10 to 14 average marks in Criteria (i) to (vi)</td>
</tr>
<tr>
<td>0</td>
<td>The Tenderer attained less than 10 average marks in Criteria (i) to (vi)</td>
</tr>
</tbody>
</table>

Remarks:

(a) Criteria for Exhibit Design Proposal

(i) Attractiveness
The Government shall assess the “attractiveness” of the Exhibit Design Proposal, such as “wow” effects to visitors, variety of means of expression and interactivity with visitors (Maximum Mark: 4)

<table>
<thead>
<tr>
<th>Mark</th>
<th>Assessment criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>four (4) or more creative ideas</td>
</tr>
<tr>
<td>3</td>
<td>three (3) creative ideas</td>
</tr>
<tr>
<td>2</td>
<td>two (2) creative ideas</td>
</tr>
<tr>
<td>1</td>
<td>one (1) creative idea</td>
</tr>
<tr>
<td>0</td>
<td>no creative idea</td>
</tr>
</tbody>
</table>

(ii) Use of audio-visual/multimedia installation
The Government shall assess whether the Exhibit Design Proposal contains “use of audio-visual/multimedia installation” that helps create the appropriate ambience, complement the exhibition display and enhance visitors’ experience (Maximum Mark: 4)

<table>
<thead>
<tr>
<th>Mark</th>
<th>Assessment criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>four (4) or more types of audio-visual /multimedia installations</td>
</tr>
<tr>
<td>3</td>
<td>three (3) types of audio-visual /multimedia installations</td>
</tr>
<tr>
<td>2</td>
<td>two (2) types of audio-visual /multimedia installations</td>
</tr>
<tr>
<td>1</td>
<td>one (1) type of audio-visual /multimedia installation</td>
</tr>
<tr>
<td>0</td>
<td>unable to provide any audio-visual/multimedia installations</td>
</tr>
</tbody>
</table>

(iii) Display of taxidermy, models and artefacts
The Government shall assess whether the Exhibit Design Proposal contains “display of taxidermy, models and artefacts” by drawing visitors’ attentions to the unique theme(s) from the conservation perspective (Maximum Mark: 4)

<table>
<thead>
<tr>
<th>Mark</th>
<th>Assessment criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>seven (7) or more types of taxidermy, models and artefacts</td>
</tr>
<tr>
<td>3</td>
<td>five (5) to six (6) types of taxidermy, models and artefacts</td>
</tr>
<tr>
<td>2</td>
<td>three (3) to four (4) types of taxidermy, models and artefacts</td>
</tr>
<tr>
<td>1</td>
<td>one (1) to two (2) type of taxidermy, models and artefacts</td>
</tr>
<tr>
<td>0</td>
<td>unable provide any taxidermy, models and artefacts</td>
</tr>
</tbody>
</table>
(iv) Visitors’ multi-sensory interaction
The Government shall assess whether the Exhibit Design Proposal contains “visitors’ multi-sensory interaction by the following four (4) senses: (i) images; (ii) sound; (iii) touch; and (iv) smell. (Maximum Mark: 4)

<table>
<thead>
<tr>
<th>Mark</th>
<th>Assessment criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>interaction of all the four (4) senses</td>
</tr>
<tr>
<td>3</td>
<td>interaction of three (3) senses</td>
</tr>
<tr>
<td>2</td>
<td>interaction of two (2) senses</td>
</tr>
<tr>
<td>1</td>
<td>interaction of one (1) sense</td>
</tr>
<tr>
<td>0</td>
<td>no interaction of the listed senses</td>
</tr>
</tbody>
</table>

(v) Accessible design for people with disabilities
The Government shall assess whether the Exhibit Design Proposal contains “accessible design for people with disabilities” by the following disabilities: (i) visual impairment; (ii) hearing impairment; (iii) physical disability (Maximum Mark: 3)

<table>
<thead>
<tr>
<th>Mark</th>
<th>Assessment criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>accessible design for all the three (3) types of disabilities</td>
</tr>
<tr>
<td>2</td>
<td>accessible design for two (2) types of disabilities</td>
</tr>
<tr>
<td>1</td>
<td>accessible design for one (1) type of disabilities</td>
</tr>
<tr>
<td>0</td>
<td>no accessible design for any of the listed disabilities</td>
</tr>
</tbody>
</table>

(vi) Themes for exhibition galleries and visitation area
The Government shall assess whether the Exhibit Design Proposal contains themes with interpretative idea for galleries and visitation area of Hong Kong Wetland Park, such as wetland biodiversity, cultural heritage, etc. (Maximum Mark: 4)

<table>
<thead>
<tr>
<th>Mark</th>
<th>Assessment criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>contains four (4) or more themes</td>
</tr>
<tr>
<td>3</td>
<td>contains three (3) themes</td>
</tr>
<tr>
<td>2</td>
<td>contains two (2) themes</td>
</tr>
<tr>
<td>1</td>
<td>contains one (1) theme</td>
</tr>
<tr>
<td>0</td>
<td>unable to provide any themes</td>
</tr>
</tbody>
</table>

(b) The two Reference Projects will be given an average mark in accordance with the following formula:

\[
\text{Average Marks Attained} = \frac{\text{Total marks attained for the two Reference Projects}}{2}
\]

[An example of calculating the average marks is given as follows:
Reference project A: attains 16 marks;
Reference project B: attains 21 marks;
Average Marks Attained = (16 + 21) / 2 = 18.5;
According to the Marking Standard on “Quality of Reference Projects” listed above,
Standard Score obtained under this assessment criteria = 2

Therefore, Marks Scored under this assessment criterion according to the scoring table above 2 (Standard Score (S)) x 5 (Unit Mark (M)) = 10]
Stage 4 – Price Assessment

8. Failure to submit a Price Proposal in Schedule 3 with price information duly completed will render a tender invalid and will not be considered further. The price assessment is based on the Tender Price of the tenders which have passed Stage 3 assessment.

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

$$\text{Weighted Price Score} = 30 \times \frac{\text{Lowest Tender Price of the tender which passed the Stage 3 evaluation}}{\text{Tender Price of the tender which passed the Stage 3 evaluation}}$$

[Note: The weighted price score of each tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under Clause 7 above.]

Remarks: In accordance with Clause 7 in Terms of Tender, the Government may require a Tenderer who in the opinion of the Government, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such a Tenderer is capable of carrying out and completing the Contract. If a Tenderer fails to provide such justification or demonstration to the Government’s reasonable satisfaction, the Government may reject its tender.

Stage 5 – Calculation of Combined Score

10. The combined score of a conforming tender will be determined by the following formula –

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

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

Checklist on Information Submitted by Tenderer
(Please complete and insert into the “Technical Proposal Envelope”)

In accordance with Clause 3 (c) of Terms for Tender, Tenderers should submit the following information for evaluation according to the marking scheme in Annex B. Information provided by Tenderers pursuant to hereunder or in the document specified hereunder will be binding on the successful Tenderers after the Contract has been awarded. (Tenderers’ attention is invited to the marking scheme in Annex B).

1. Provided a duly signed Part 4 of the Tender Form -- Offer to be Bound.
   
   Yes ☐   No ☐


   Yes ☐   No ☐

3. Provided information on Background of Tenderer and details of in Schedule 5 and inserted into the “Technical Proposal Envelope”.

   Yes ☐   No ☐

4. Provided qualification and experience of nominated staffs in Schedule 6 and inserted into the “Technical Proposal Envelope”.

   Yes ☐   No ☐

5. Provided information of at least two (2) Reference Projects in Schedule 7 and inserted into the “Technical Proposal Envelope”.

   Yes ☐   No ☐

6. Provided price information in Schedule 3 “Price Proposal” and inserted into a separate envelope (the “Price Proposal Envelope”).

   Yes ☐   No ☐
Part 2
GENERAL CONDITIONS OF CONTRACT

CONTENT

1. Total Services and Variation
2. Contractor’s Acknowledgement, Obligations and Contract Performance
3. Warranties and Representations
4. Costs and Expenses
5. Inspection
6. Non-exclusive Contract
7. Government Property
8. Government Premises / Contractor’s Premises
9. Payment of the Contract Price
10. Contract Deposit
11. Variations
12. Liability and Indemnities
13. Termination
15. Conflict of Interest
16. Confidentiality
17. Probity
18. Insurance
19. Relationship of the Parties
20. Assignment and Sub-contracting
21. Disclosure of Information
22. Publicity
23. Vicarious Liability
24. Force Majeure
25. Retention of Records
26. Notices
27. Entire agreement
28. Governing Law
29. Severability
30. Waiver
31. Recovery of Sums Due
32. Assistance in Legal Proceedings
33. Contracts (Rights of Third Parties) Ordinance
34. Order of Precedence
PART 2
GENERAL CONDITIONS OF CONTRACT

1. Total Services and Variation

(a) The Services to be performed under the Contract shall be as laid down in the Service Specifications, Special Conditions of Contract and Schedule (if any) and shall be carried out, as and when required, to the satisfaction of the Inspecting Officer. All orders placed under the Contract shall be issued in writing and the Government will not be responsible for Services performed on oral instructions issued by any person whomsoever.

(b) The Contractor shall not extend the Services beyond the requirements specified in the Service Specifications, Special Conditions of Contract and Schedule (if any) except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Service Specifications, Special Conditions of Contract and Schedule (if any).

(c) Where a variation has been made to the Contract the amount to be added to or deducted from the Contract Price in accordance with that variation shall be determined in accordance with the rates specified in the Price Schedule so far as the same may be applicable and where rates are not contained in the Price Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

2. Contractor’s Acknowledgement, Obligations and Contract Performance

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

(b) The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.

(c) The Contractor shall perform its obligations under the Contract:

(i) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and

(ii) in accordance with Good Industry Practice.
(d) The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:

(i) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;

(ii) 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

(iii) 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.

(e) The Contractor shall secure, obtain and maintain throughout the Contract Period all and any governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licences.

(f) The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.

(g) The Contractor shall be responsible for the accuracy of all drawings, documents and information supplied by the Contractor to the Government in connection with the Services. Without prejudice to any other provisions of the Contract, the Contractor shall indemnify the Government against all losses and damages arising from, and costs and expenses incurred in connection with, any discrepancies, errors or omissions therein.

(h) If at the request of the Contractor assistance of any Government staff is provided after normal business hours, the Contractor will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

3. **Warranties and Representations**

(a) The Contractor warrants, represents and undertakes that:

(i) the Contractor and its sub-contractors, their employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
(ii) the Contractor shall carry out the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner;

(iii) the Services shall conform in all respects to the Service Specifications and conditions under the Contract;

(iv) it shall not employ any illegal workers to carry out its obligations under the Contract;

(v) the Contractor has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;

(vi) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;

(vii) all authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Contractor to execute, deliver and perform the Contractor’s obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect and the use of the Services by the Government will not contravene any applicable laws;

(viii) all information supplied, and statements and representations made by or on behalf of the Contractor in or in relation to its Tender and the Contract are true, accurate and complete;

(ix) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor’s knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

(x) 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;

(xi) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor’s assets or revenue;

(xii) it owns all Intellectual Property Rights, or has obtained valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and

(xiii) 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.

(b) The warranties, representations and undertakings, expressed or implied, contained in Clause 3(a) 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.

(c) 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.

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

(e) The provisions of this Clause 3 shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

4. Costs and Expenses

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

5. Inspection

(a) The Services performed shall be subject to inspection and certification by the Inspecting Officer and/or the Government Representative. Upon breach of any term or condition of the Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Service Specifications, the Government shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.

(b) In the event that the Contractor, its sub-contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Government may by notice in writing to the Contractor at any time require the Contractor to make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Government in the notice.
6. **Non-exclusive Contract**

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

7. **Government Property**

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

8. **Government Premises/Contractor’s Premises**

   (a) The Contractor, shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Government premises as are necessary for the due discharge of the Contractor’s obligations under the Contract.

   (b) Where the Services are carried out on the Contractor’s premises, such premises shall be open to inspection by the Government Representative or Inspecting Officer at all reasonable times.

   (c) The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Government premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises, piers or wharves.

9. **Payment of the Contract Price**

   (a) In consideration of the Contractor’s due and proper performance of all its obligations in accordance with the Contract and to the satisfaction of the Government, the Government shall pay the Contractor a fixed lump sum fee equal to the amount of the Contract Price in accordance with the payment schedule set out in the Price Proposal.

   (b) Notwithstanding any provision in the Contract, unless otherwise agreed in writing by the Government, in respect of any Services provided to the Government, the Government shall not have any obligation to pay the Contractor any Contract Price for such Services unless and until the Services have been accepted by the Government. The Government shall pay the Contractor the Contract Price within thirty (30) days after the date of acceptance of the Services.

   (c) The Contract Price is inclusive of all charges for provision of Services. Subject to Clause 1 and save as otherwise expressly provided for in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).
(d) The Contractor shall invoice the Government for any payment of the Contract Price. In respect of each provision of the Services, the Contractor shall deliver to the Government an invoice setting out the particulars of the Services provided (including the unit rate), the Order number (if any), the amount of Contract Price payable for the Services and such other information as the Government Representative may require from time to time.

<table>
<thead>
<tr>
<th>Contact Person and Contact Numbers</th>
<th>Address for Receiving the Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wetland Park Manager / Exhibition</td>
<td>Hong Kong Wetland Park</td>
</tr>
<tr>
<td>Tel No.: (852) 2617 5155</td>
<td>Wetland Park Road,</td>
</tr>
<tr>
<td>Fax No.: (852) 3152 2668</td>
<td>Tin Shui Wai, New Territories,</td>
</tr>
<tr>
<td></td>
<td>Hong Kong</td>
</tr>
</tbody>
</table>

(e) Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Contract Price and any other sum payable by the Government to the Contractor under the Contract if:

(i) the Contractor fails to observe or perform any provision of the Contract;

(ii) the Government disputes on any reasonable ground its obligation to pay the amount in question;

(iii) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or

(iv) withholding of payment is required by any applicable law.

(f) No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.

10. **Contract Deposit**

(a) If the Estimated Contract Price exceeds HK$1.4 million, as security for the due and faithful performance of the Contract by the Contractor, the Contractor shall deposit with the Government within twenty-one (21) days from the date of Tender Acceptance, an amount specified in Clauses 26(b) or 26(c) of the Terms of Tender (“Contract Deposit”).

(b) If the Contractor fails to comply with Clause 10(a), the Government may terminate the Contract immediately.

(c) Without prejudice to Clause 10(b), if the Contractor fails to comply with Clause 10(a), the Government may withhold from any sum due or payable by the Government to the Contractor from time to time, such amount which in aggregate does not exceed the amount of Contract Deposit payable to the Government under Clause 10(a). The Government may apply the amount so
withheld to satisfy the Contractor’s obligation under Clause 10(a) in full or in part, and to the extent that the amount is so applied, the latter amount shall be treated as Contract Deposit paid in cash pursuant to Clause 10(a).

(d) If:

(i) the Contractor fails to comply with any provision of the Contract, the Government may deduct from the Contract Deposit paid in cash, cheque, cashier’s order, or call on the banker’s guarantee, to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government arising from or relating to such failure; or

(ii) any amount is due or payable by the Contractor to the Government under the Contract, the Government may deduct from the Contract Deposit paid in cash, cheque, cashier’s order, or call on the banker’s guarantee, to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Contractor.

(e) The Contract Deposit (whether paid in cash, cheque, cashier’s order or in the form of the banker’s guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government.

(f) If any deduction is made by the Government from the Contract Deposit or a call is made on the banker’s guarantee any time prior to the expiry or termination of the Contract, the Contractor shall, within twenty-one (21) days after the date of the written demand by the Government, deposit a further sum or provide a further banker’s guarantee, in a sum equal to the amount so deducted or so called, which further sum shall be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker’s guarantee under this Clause, the further banker’s guarantee must comply with the requirements in Clauses 26(d)(i) and (ii) of the Terms of Tender and shall come into operation on the date of its execution.

(g) If the Contractor fails to comply with Clauses 10(f), the Government may terminate the Contract immediately.

(h) Upon the expiry or termination of the Contract:

(i) if the Contract Deposit is paid in cash, cheque, cashier’s order, the Government shall, after deducting the sums due from the Contractor to the Government, return the balance of the Contract Deposit in cash, cheque, cashier’s order, and without interest to the Contractor three (3) months after completion of all the obligations under the Contract by the Contractor to the Government’s satisfaction, or the expiry or termination of the Contract, whichever is the later;
(ii) if the Contract Deposit is paid by way of a banker’s guarantee, the banker’s guarantee shall be discharged and released in accordance with its terms.

11. Variations

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

12. Liability and Indemnities

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

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

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

(b) Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep indemnified the Government, its authorised users, assigns and successors-in-title (each an “Indemnified Person”) against:

(i) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person (“Claims”); and

(ii) any and all liabilities, losses, damages, costs, charges or expenses (including (A) all legal fees and other awards, costs, payments, charges and expenses and (B) any loss or damage sustained by or any injury to or death of any person in consequence of any Negligence of the Contractor or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,

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

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

(2) the negligence, recklessness, tortious acts or wilful omission of the Contractor, its employees, agents or sub-contractors;

(3) any default, unauthorised act or wilful misconduct of the Contractor, its employees, agents or sub-contractor(s);
(4) any allegation of or claim for infringement of the Intellectual Property Rights or any other rights of any person arising from or in any way related to the provision of the Services or Deliverables by the Contractor, its employees, agents or sub-contractors, or the use, operation or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables; or

(5) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority.

(c) The indemnity under Clause 12(b) shall not apply to any injury or death caused by the Negligence of an Indemnified Person.

(d) In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform the Government Representative as early as practicable and deliver to the Government a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.

(e) For the purposes of this Clause, “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).

(f) The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

(g) The provisions of this Clause 12 shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

13. **Termination**

(a) If:

(i) any Services are rejected pursuant to the Contract;

(ii) the Contractor fails to provide to the Government rectified Services by the date specified by the Government Representative pursuant to Clause 5(b);

(iii) the Contractor commits a fundamental breach of any term of the Contract;

(iv) the Contractor is in breach of any other provision of the Contract which in the opinion of the Government is not capable of remedy;
(v) the Contractor commits a breach of any other provision of the Contract which is capable of remedy and fails to remedy the same within seven (7) days of service of notice by the Government (or such longer period as specified in the notice) requiring such remedy;

(vii) the Contractor is in breach of any of its warranties and undertakings under the Contract;

(viii) the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract;

(ix) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government; or

(x) the Government is given the right to terminate the Contract under any other provision of the Contract,

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

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

(i) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors;

(ii) if the Contractor is an incorporated body, a shareholders or members meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);

(iii) a petition is presented for the winding-up or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;

(iv) the Contractor is or becomes insolvent, or any order is made for the Contractor’s bankruptcy;

(v) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor’s business or assets;

(vi) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(viii) the Government reasonably apprehends that any of the events
mentioned above is about to occur; or

(ix) a Force Majeure Event occurs in such manner entitling the Government to terminate the Contract under Clause 24(g).

(c) The Government may at any time suspend or terminate the Contract by giving the Contractor thirty (30) working days prior written notice.

(d) On termination of the Contract for any reason, the Government is under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Government by the Contract.

(e) The expiry or termination of the Contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

(f) If the Contract is terminated under Clause 13(a) and the Government makes other arrangements for the provision of any Services from any other source, the Government may recover from the Contractor: (a) any amount in excess of the Contract Price incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (b) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 13(a). If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Government to the Contractor for the Services provided by the Contractor prior to termination and in accordance with the Contract for which payment has yet to be made by the Government.

(g) On the expiry or termination of the Contract for any reason, the Contractor shall:

(i) immediately return to the Government all documents containing confidential information, personal data and such other information, property and materials in the possession or under the control of the Contractor or any of its sub-contractors and agents, which was obtained or produced in the course of providing the Services;

(ii) assist and co-operate with the Government to ensure an orderly transition of the provision of the Services to such person specified by the Government Representative and/or the completion of any work-in-progress;

(iii) within twenty-eight (28) days of the date of termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have
been provided up to the effective date of termination; and

(iv) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Government for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Government or a replacement contractor to conduct due diligence.

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


(a) The Government shall be the exclusive owner of the Deliverables. All the Intellectual Property Rights in the Deliverables (excluding those in the Third Party Materials as defined in Clause 14(f) below) shall be the sole and exclusive property of the Government and shall be and at all times remain vested in the Government immediately upon creation.

(b) The Contractor shall not use or allow to be used directly or indirectly the Deliverables except for the performance of its obligations under the Contract or except with the prior written approval of the Government. “Use” includes any acts restricted by copyright (including but not limited to copying) set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).

(c) If any materials of which the Intellectual Property Rights are owned by third parties and incorporated into the Deliverables or supplied or used by the Contractor in the performance of the Contract (“Third Party Materials”), the Contractor shall identify such Third Party Materials to the Government and keep the Government informed in writing of such Third Party Materials.

(d) The Contractor hereby irrevocably waives and undertakes to procure at its own costs and expenses its officers, employees, agents, sub-contractors and all authors concerned to irrevocably waive all moral rights (whether past, present or future) in the Deliverables. Such waiver shall be without cost to and operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon creation of such Deliverables, or the grant of licence in relation to the Third Party Materials pursuant to Clause 14(f) of the General Conditions of Contract (as the case may be).

(e) The Contractor shall at its own costs execute or procure the execution of any further assignments, deeds, licence, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause.
(f) The Contractor hereby grants for the benefits of the Government, its authorised users, assigns and successors-in-title a royalty-free, irrevocable, non-exclusive, worldwide, perpetual, transferable, and sub-licensable licence to use (including but not limited to doing any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong) the Third Party Materials (and in relation to any Third Party Materials to which the Contractor is not empowered to grant sub-licence(s) the Contractor hereby undertakes to procure at its sole expense the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third parties in respect of such Third Party Materials to be granted on or before the use or incorporation of the Third Party Materials in the Deliverables in accordance with the terms hereof) for all purposes (or any one or more) contemplated by this Contract.

(g) The Contractor shall, at its own cost and expense and before the fixation and/or recording of any performance(s) in relation to the Deliverables, obtain all the consent and clearance from the performer(s) as may be necessary for such fixation and/or recording of the performance(s) and for any use and exploitation of such fixation or recording, or copies thereof by the Contractor, the Government, its authorised users, assigns and successors-in-title, as contemplated by this Contract. For the purpose of this Clause 14(g), the terms “performance”, “performer” and “fixation” shall have the same meanings as those assigned to them in section 200 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).

(h) The Contractor shall procure at its own cost and expense the performers referred to in Clause 14(g) above to irrevocably waive their moral rights over their performances in relation to the Deliverables, such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and have effect immediately upon each of the relevant performance is given.

(i) The provisions of this Clause 14 shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

15. **Conflict of Interest**

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

(i) ensure that it (including each and every employee of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor’s duties or obligations under the Contract without the prior written approval of the Government (which approval shall not be unreasonably refused or delayed); and
(ii) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Contractor or any of the Contractor’s sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Contractor’s obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Contractor’s duties or obligations under the Contract.

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

(c) From the commencement of this Contract, notwithstanding the expiry or earlier termination of this Contract, the Contractor (including its associates and associated persons, each member of the Exhibit Design Team and each of its sub-contractors and their associates and associated persons who are involved in the performance of the Contractor’s obligations pursuant to this 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 contractor for, or otherwise be interested in or involved in any manner in any subsequent exercise for the procurement of any goods and/or services arising out of the Exhibit Design Services.

(d) In the Contract:

(i) “associate” in relation to any person means:

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

(2) a company one or more of whose directors is in common with one or more of the directors of that person;

(ii) “associated person” in relation to another person means:

(1) any person who has control, directly or indirectly, over the other;

(2) any person who is controlled, directly or indirectly, by the other; or

(3) any person who is controlled by, or has control over, a person at (1) or (2) above;

(iii) “control” in relation to another person means the power of a person to
secure:

(1) 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;

(2) 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

(3) 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;

(iv) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;

(v) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

16. Confidentiality

(a) The Contractor shall treat as proprietary and confidential all information, documents, materials and data (including without limitation any personal particulars, records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), (in or on whatever form or media), which the Government has for the purposes of or in the course of performing the Contract, disclosed, supplied, made available or communicated to the Contractor or which may come to the Contractor’s knowledge or be accessible by the Contractor in the course of carrying out the Services and all advices, recommendations, documents, deliverable, materials and data given by the Contractor to the Government under the Contract (“Confidential Information”). The Contractor’s obligations under this Clause 16 shall not extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause 16).

(b) Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against any and all actions, damage, costs, losses, claims, demands, expenses (including without limitation 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 whatsoever nature which the Government, its authorised users, assigns or successors-in-title may suffer, sustain, or incur by reason of:
(i) a breach of confidence (whether under the Contract or general law) by the Contractor or any of its employees, agents or sub-contractors;

(ii) any actions and/or claims made in respect of information subject to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract (including but not limited to the provision of the Services and Deliverables); and

(iii) 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).

(c) The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (however occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government’s prior written consent.

(d) The Contractor shall not disclose the Confidential Information to any third parties except in confidence to such of the Contractor’s employees, agents or sub-contractors who need to know the same for the purposes of performing the Contract.

(e) The Contractor undertakes to take all necessary measures for the protection of the Confidential Information as it takes for the protection of its own confidential or proprietary information, documentation and materials, and to prevent any unauthorised disclosure or leakage of the Confidential Information.

(f) The Contractor shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.

(g) The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons engaged in any work in connection with the Contract are aware of and comply with the provisions of this Clause 16 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).

(h) The Contractor undertakes, if so requested by the Government, to deliver to the Government on such date as specified by the Government, separate confidentiality agreements duly executed by the Contractor and/or each person to whom any Confidential Information is to be disclosed by the Contractor in accordance with the Contract. The Contractor shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by the Government.

(i) The Contractor further agrees that it will not at any time whether itself or through any subsidiary or agent use, sell, licence, sub-licence, create, develop or otherwise deal in any Confidential Information otherwise than in accordance
(j) If the Contractor becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Government. The Contractor shall give the Government all reasonable assistance in connection with any action or proceedings which the Government may take or institute against any such persons pursuant to any of the provisions in this Clause 16.

(k) The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause 16 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 custody, possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.

(l) The provisions of this Clause 16 shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

17. Probity

(a) The Contractor acknowledges it has been reminded that:

(i) 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);

(ii) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

(b) The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

(c) The Government may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.

(d) The Contractor shall within two (2) weeks after the commencement of the
Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. The code shall include other essential probity requirements, including prohibition on offering advantages and management of conflict of interest. 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 17(b) 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.

18. **Insurance**

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

(b) Without prejudice to Clause 18(a), the Contractor shall effect and maintain employer’s liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.

(c) If required by the Government, the Contractor shall deliver to the Government copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.

(d) The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim.

(e) If the Contractor fails to give effect to or maintain any insurance required under the Contract, the Government may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.

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

19. **Relationship of the Parties**

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

20. Assignment and Sub-contracting

(a) Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it.

(b) The Contractor shall submit the proposed sub-contract to the Government for approval. The Government reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract shall be deposited with the Government within seven (7) days after the effective date of the sub-contract.

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

21. Disclosure of Information

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

(a) the Services provided or to be provided by the Contractor;

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

(c) the price proposal submitted prior to the date of the Contract by the Contractor to the Government in relation to the Services; and

(d) the engagement by the Government of the Contractor under the Contract and the name and address of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract.

22. Publicity

(a) Whether before, during or after the expiry or termination of the Contract Period, the Contractor shall not use the Government’s name in any document, publication, advertisement or publicity material without the prior written consent of the Government.

(b) Subject to Clause 22(a), the Contractor shall submit to the Government
Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Deliverables, the Services or other services provided or other work done in connection with the Contract wherein the Government’s name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.

(c) Notwithstanding any consent or approval given under Clause 22(a) or Clause 22(b), whenever required by the Government, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein the Government is mentioned or language used from which a connection with the Government can reasonably be inferred or implied and the Contractor must comply with such request.

23. **Vicarious Liability**

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

24. **Force Majeure**

(a) If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing of that matter and all relevant particulars.

(b) Within three (3) days after the occurrence of a Force Majeure Event, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Contractor’s ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, the Government may on its own issue a notice to the Contractor noting the occurrence of the Force Majeure Event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or the Government pursuant to this Clause is hereinafter referred to as the “Suspension Notice”.

(c) Following the issue of a Suspension Notice by the Contractor or the Government, the Contractor shall keep the Government informed at reasonable intervals, and upon the request of the Government, of:

(i) the likely duration of the relevant Force Majeure Event and of its effect on the Contractor’s ability to perform its obligations under the Contract;

(ii) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and

(iii) any other matters relevant to that Force Majeure Event or the Contractor’s performance affected by that Force Majeure Event.

(d) To the extent that the performance of obligations by the Contractor under the Contract is prevented by a Force Majeure Event, the Contractor’s performance
of such obligations will, subject to Clause 24(e), be suspended to that extent from the date the Contractor or the Government gives a Suspension Notice in respect of that Force Majeure Event until the Contractor ceases to be so prevented (“Cessation Date”). Notwithstanding anything in the Contract to the contrary, as soon as the Government issues a Suspension Notice to the Contractor, the Contractor shall forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.

(e) During the suspension of any obligations under Clause 24(d):

(i) the Contractor shall use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Contractor’s performance of the obligations under the Contract;

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

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

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

(g) Should suspension of the performance by the Contractor of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, the Government shall be entitled to terminate the Contract pursuant to Clause 13(b).

(h) The Contractor shall ensure that provisions similar to this Clause 24 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

25. **Retention of Records**

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

(a) Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, facsimile number or email address (or such other postal address, facsimile number or email address as the addressee has by not less than seven (7) working days’ prior written notice specified to the other party).

(b) Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 26(a) and, if so addressed, shall be deemed to have been duly given or made as follows:

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

(ii) if sent by post, four (4) days (for any place in Hong Kong) and seven (7) days (for any place outside Hong Kong) after the date of posting;

(iii) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission;

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

27. **Entire Agreement**

(a) The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government.

(b) All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).
28. **Governing Law**

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

29. **Severability**

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

30. **Waiver**

(a) No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

(b) Without prejudice to the generality of Clause 30(a), any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

31. **Recovery of Sums Due**

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

32. **Assistance in Legal Proceedings**

(a) If and whenever requested to do so by the Government Representative, the Contractor shall provide to the Government all relevant information, documents (including documentation and statements from staff) and other
assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Contractor’s presence at the Government’s premises. If requested by the Government, the Contractor shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.

(b) Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Contractor or in respect of the Contract, it shall notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government Representative may require.

33. **Contracts (Rights of Third Parties) Ordinance**

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

34. **Order of Precedence**

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

(a) Special Conditions of Contract;

(b) Service Specifications;

(c) Schedules;

(d) General Conditions of Contract; and

(e) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.
Part 3
SPECIAL CONDITIONS OF CONTRACT

CONTENT

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PART 3
SPECIAL CONDITIONS OF CONTRACT

1. Contract Period

(a) Subject to the other provisions of the Contract, this Contract shall be for a period of twenty-one (21) months for “Provision of Services on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park”. The Contractor shall provide the Service to the Government for the period commencing on 1 October 2019 or the date of Tender Acceptance, which ever later.

(b) The Government reserves the right to extend the Contract, subject to satisfactory performance of the Contractor, to cover the timing for Project Management as in Part D of Service Specification for integrated prototype design work, manage exhibit exhibition fabrication, and manage installation and warranty monitoring, as the Government deems fit on the same terms and conditions by giving notice to the Contractor no less than two (2) months before the expiry of the Contract. The extended Contract shall commence immediately after the expiry of the original Contract Period.

(c) Upon the Government exercises its right to extend the Contract pursuant to Clause 1(b), the Contract shall be deemed to have been extended for the period mentioned in the notice given by the Government pursuant to Clause 1(b) on the same terms and conditions (including Clause 1(b)).

(d) Notwithstanding anything herein to the contrary, the Government may without cause terminate the Contract (whether during the original Contract Period or the extended Contract Period) by serving at least three (3) months’ prior written notice on the Contractor to that effect.

2. Services to be Provided

(a) The Contractor shall during the Contract Period –

(i) conduct user research, exhibit design, and tender Specification and Documents in accordance with requirements as set out in Part 4 – Service Specifications and other parts of the Contract;

(ii) provide all facilities, tools, materials and equipment to ensure that the Services are provided in accordance with the terms and conditions of the Contract;

(iii) upon request by Government Representative, provide services for integrated design work, project management on exhibition fabrication and installation, and warranty monitoring as stated in Part 4 – Service Specifications in accordance with Clause 1(b) above;

(iv) provide all other services required under the Contract.

(b) The Contractor shall fully co-operate with the Government Representative and comply with his instructions and directives on all matters relating to the
Contract. The Contractor shall perform the Services in a manner fully and strictly in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative.

3. **Contractor’s Acknowledgement**

The Contractor acknowledges and agrees that -

(a) it has been provided with sufficient information to enable it to provide the Services to the Government the Review and Design of Exhibition Facilities of the Hong Kong Wetland Park which complies fully with the Service Specifications and other parts of the Contract; and

(b) it shall neither be entitled to any additional payment nor be excused from any liability for satisfying any requirement stipulated under this Contract on the ground of any misinterpretation by the Contractor of any matter or fact relating to this Contract.

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

The Contractor warrants and undertakes to the Government that: –

(a) the exhibit design shall comply with the Service Specifications and other parts of the Contract, and shall otherwise be to the satisfaction of the Government Representative;

(b) the exhibit design and all Services shall be undertaken with quality in accordance with Museum Standard and at a standard comparable to existing exhibits in the Hong Kong Wetland Park;

(c) it and each Contractor Personnel have the necessary training, skill, experience, qualification, expertise and up-to-date knowledge to provide the Services on the terms and conditions set out in the Contract;

(d) it shall, through the Government Representative, keep the Government informed on all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;

(e) it shall comply with all applicable Laws of Hong Kong (including the Employment Ordinance (Cap. 57), Mandatory Provident Fund Schemes Ordinance (Cap. 485), Employee’s Compensation Ordinance (Cap. 282) and Immigration Ordinance (Cap. 115)), enactments, orders, regulations, and other similar instrument in performing this Contract;

(f) it undertakes not to employ illegal workers in the execution of this Contract. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government may, by notice in writing, terminate this Contract forthwith pursuant to Clause 13 of the General Conditions of Contract;

(g) it has the full capacity and authority and all necessary licences, permits and consents to enter into and to perform its obligations under this Contract and
any other documents to be entered into by it hereunder;

(h) it shall comply with the reasonable requests of the Government and shall use its best endeavours to promote the interests of the Government;

(i) this Contract is executed by a duly authorised representative of the Contractor;

(j) this Contract constitutes valid, binding and enforceable obligations of the Contractor in accordance with its terms;

(k) the execution and delivery of this Contract and the performance by the Contractor of its obligations hereunder will not:

(i) result in any breach of any provision of the Memorandum or Articles of Association or any other constitutional instruments of the Contractor;

(ii) result in a breach of, or constitute a default under, any instrument, agreement or arrangement to which the Contractor is bound; or

(iii) result in a breach of any order, judgment or decree of any court or governmental agency to which the Contractor is a party or by which the Contractor is bound; and

(l) all statements and representations made by the Contractor in relation to its tender and under this Contract from time to time in course of performing the Contract are true, complete and accurate.

5. **The Contractor's Facilities, Tools, Materials and Equipment**

(a) The Contractor shall provide all facilities, tools, materials and equipment necessary or reasonably required by the Government for safe, proper and efficient performance of the Services.

(b) The Contractor shall provide the key Contractor Personnel with e-mail addresses, mobile phones, at the Contractor’s own cost, and shall provide the Government with the contact information upon commencement of the Contract to ensure that the Government Representative can effectively contact the Contractor Personnel at all times during the Contract Period.

(c) The Government shall not be liable for any loss of or damage howsoever caused to such facilities, tools, materials or equipment belonging to the Contractor and used for or in connection with performance of the Contract.


(a) The Contractor shall at all times during the Contract Period comply with and execute the Work Plan, Management Plan, and Quality Assurance and Contingency Plan submitted by the Contractor in its tender for the Contract subject to any further modifications stipulated by the Government, of which are set out in Schedule 4 (collectively, the “Plans”).
(b) The Contractor shall submit a detailed work plan with time schedule within fourteen (14) days of the issue of letter of acceptance to the Government Representative for approval. The work plan shall set out respective dates and manpower deployment by which each and every Phase the Contractor must accomplish in order to successfully fulfil the Services.

(c) Throughout the Contract:

(i) the Contractor shall perform the Services as prescribed in each Phase in the service specifications in Part 4 and other applicable parts of Schedule 4 as approved by the Government, or as the Government Representative may direct from time to time; and

(ii) the Contractor shall carry out the Services in accordance with all requirements and specifications set out in the Contract, including without limitation Schedules 3 and 4. The Contractor shall not vary or amend any such specifications or requirements which are currently in force, without the prior written approval of the Government Representative.

7. Project Cost

(a) The Contractor acknowledges and undertakes that the total project cost for exhibit fabrication, supply and installation (including all exhibit components, production of interactive programmes, audio-visual/multimedia installations, control systems, production of panels, showcases, replicas, props and dioramas, production of text and graphic, shipment and delivery, special lighting, dismantling of existing exhibitions or other items as required) for all the exhibits in Hong Kong Wetland Park and for all materials which form part of any such exhibits shall not in any circumstance whatsoever exceed the estimated sum of HK$130,000,000 (Hong Kong Dollars One Hundred and Thirty Million) being the budget limit (“Budget”) established for the exhibits fabrication under another contract. The Contractor and Contractor Personnel shall not be the exhibit fabricator or will be debarred from bidding the fabrication / modification of the exhibits as described in Clause 15(c) of the General Conditions of Contract and Part 4 – Service Specifications.

(b) If at any stage whatsoever during the undertaking of the Contract, it transpires that for any cause that is within the control of the Contractor, the total project cost for exhibit fabrication as designed by the Contractor exceeds the Budget, the Contractor shall at no extra cost to the Government take all such steps and do all such things, including but not limited to redoing any work which has already been done in respect of such Exhibits, and providing additional design or other services as may be necessary to bring the said total cost within the Budget.

8. Conducts of the Services

(a) The Contractor shall:

(i) exercise all due and reasonable skill, care and diligence in its conduct of the Services and in a professional manner;
(ii) take instructions and directions and, where appropriate, receive Government’s decision only from the Government Representative;

(iii) comply with all reasonable instructions of the Government Representative in so far as they are applicable to the responsibility of the Contractor in connection with the duties undertaken by it under this Contract;

(iv) through the Government Representative, keep the Government informed of all matters related to the Services within the knowledge of the Contractor and shall answer all reasonable enquiries received from the Government Representative and render progress reports during the period from the Commencement Date to the issue of Acceptance Certificate by the Government Representative; and

(v) when so requested by the Government Representative, submit to him for his approval such drawings, designs, plans and other documents, matters or things prepared by it for the purpose of this Contract as the Government Representative may reasonably specify or require but no such approval shall affect the responsibility of the Contractor in connection with duties undertaken by it under this Contract. For the purpose of this sub-clause, the Government Representative shall notify the Contractor of approval or disapproval within a reasonable time and shall not require approval, in any event, of any drawings, designs, plans, and other documents relating to proprietary equipment.

(b) Provided that reasonable notice has been given to the Contractor, the Contractor shall attend all meetings convened by the Government Representative and shall advise and assist the Government Representative on all matters relating to the duties of the Contractor.

(c) The Government shall furnish the Contractor with all or any available and pertinent information, knowledge and assistance as the Contractor may reasonably and properly require and request to enable it to perform its obligations in this Contract.

(d) Any equipment and materials supplied to the Contractor by the Government for the purpose of this Contract shall remain the property of the Government and shall be returned in reasonable order on or before the issue of Acceptance Certificate.

9. Payment

(a) In consideration of and subject to the provision of the Services in accordance with the terms and conditions of the Contract and to the satisfaction of the Government, the Government shall pay to the Contractor for the Services rendered in accordance with the payment schedule specified in the Price Proposal in Schedule 3.

(b) The amount payable in respect of each of the Task under (B) Payment Schedule of Essential Items in Part I, and under Project Management of
Optional Items in Part II of the Price Proposal in Schedule 3 shall be paid by the Government to the Contractor in the following manner:-

(i) The amount payable in respect of the Phase in question shall be retained by the Government and shall only be paid to the Contractor upon the completion of that Phase.

(ii) Upon completion of the Phase in question, the Contractor shall present an invoice to the Government for the amount payable for that particular Phase.

(iii) Each invoice tendered by the Contractor shall be accompanied by a full report detailing the work accomplished for that Phase.

(iv) Payment is due thirty (30) clear working days after the receipt of the invoice upon satisfactory completion of all work required for that particular Phase under the Service Specifications.

(v) A payment to the Contractor shall be deemed to have made and received when bankdraft or a cheque is mailed by ordinary post to the Contractor’s last known address or when instruction is given to a bank in Hong Kong to effect payment by whatever means as shall be decided solely by the Government Representative to the bank designated by the Contractor. When telegraphic transfer or other modes of payment is made on request by the Contractor to a bank or place outside Hong Kong, all charges including but not limited to charges by the bank concerned shall be borne solely by the Contractor who shall forthwith reimburse the Government if such charges shall have been paid by the Government Representative.

(c) For avoidance of doubt, it is hereby expressly agreed and declared that the Total Amount shall include all costs, expenses, and taxes in Hong Kong and the local tax of the Contractor whatsoever and howsoever incurred by the Contractor in respect of or otherwise howsoever in connection with this Contractor. For avoidance of doubt, all taxes wheresoever payable by the Contractor shall not be reimbursed under this Contract.

10. Employment of Contractor Personnel

(a) Within fourteen (14) days after the date of fax or letter of acceptance issued by the Government, the successful Tenderer shall:-

(i) appoint the Contractor Personnel and supporting staff (“Contractor Personnel”) as specified in para. 1 in Part F of Service Specification, and with experience equivalent to that proposed in Schedule 6 to undertake such part of the Services; and

(ii) The Contractor shall provide the name, recent photograph, qualification and experience of the Contractor Personnel.

(b) Notwithstanding any other provisions of the Contract, the Contractor shall not deploy any person other than the person approved by the Government
Representative prior to the commencement of the Contract Period to discharge the respective duties of a Contractor Personnel as set out in this Contract.

(c) The Contractor shall maintain complete, proper and accurate record of the qualification and experience of each Contractor Personnel. The Contractor shall deliver a copy of the record to the Government for inspection or on demand by the Government.

(d) The Contractor shall ensure good conduct of its sub-contractors approved by the Government under Clause 17 in the General Conditions of Contract, employees and agents while they are performing the Services for or on behalf of the Contractor. A staff code of conduct submitted as part of the Quality Assurance and Contingency Plan in Schedule 4 shall be issued to the Contractor Personnel or the Contractor’s employees, agents or sub-contractors.

11. Replacement of Contractor Personnel

(a) The Contractor shall not without the prior written consent of the Government, substitute, replace or cease to deploy any individual to perform the duties of the Contractor Personnel as specified in this Contract. In case there is a change of any of its Contractor Personnel, the Contractor shall submit revised details of all his Contractor Personnel, having work experience similar to that offered in Schedule 6 to the Government Representative within fourteen (14) days before the change to be effected.

(b) The Government Representative may require the Contractor to remove or replace any Contractor Personnel specified by the Government Representative if the Government Representative is not satisfied with the performance of the Contractor Personnel or if the Government is of the opinion that the Contractor Personnel should be removed or replaced on the basis of medical, security or disciplinary ground.

(c) If the Government Representative requires the Contractor to remove or replace a Contractor Personnel, or if such individual is otherwise removed or replaced in accordance with any other provision of this Contract, the Contractor shall obtain the Government’s prior written approval for appointment of the replacement or substitute.

(d) If a Contractor Personnel on his own accord resigns from office, the Contractor shall immediately replace such Contractor Personnel by a competent substitute who meets the requirements specified in this Contract that are applicable to a Contractor Personnel.

(e) The Government shall not be liable to the Contractor nor any Contractor Personnel for any claims, liabilities, losses, damages, compensation or expenses relating to or arising from any removal, replacement, refusal to admit to or eviction from any Government premises (or part thereof) under this Contract. The Contractor shall fully indemnify the Government from and against any such claims, liabilities, losses, damages, compensation and expenses.
12. **Performance of the Contractor Personnel**

(a) The Contractor warrants that the Services shall be performed and completed in a professional manner and that the Contractor and any person employed or engaged by it or any sub-contractor of the Contractor shall use all reasonable skill, care and diligence in the discharge of his or its duties.

(b) The Contractor and its Contractor Personnel shall maintain the deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in performing the Services.

(c) The Contractor shall ensure the good conduct of each of the Contractor Personnel while they are performing the Services for an on behalf of the Contractor. Without prejudice to the aforesaid, the Contractor shall ensure that each Contractor Personnel:

(i) is fit for his tasks;

(ii) complies with the staff code of conduct submitted in the Quality Assurance and Contingency Plan in Schedule 4 and approved by the Government; and

(iii) maintains the highest standard of discipline, courtesy, behavior and consideration in performing the Services.

(d) Each of the Contractor Personnel shall:

(i) act and respond promptly to any instructions given or queries made by the Government Representative;

(ii) be contactable by mobile phone and e-mails at all times during the Contract Period; and

(iii) upon being requested by the Government Representative, accompany the Government Representative to the locations specified by the Government Representative to inspect the performance of the Services.

(e) Without prejudice to any other provisions of this Contract, the Contractor shall:

(i) make such arrangements as are necessary that will enable the Contractor Personnel to attend meetings in Hong Kong with the Government Representative within two (2) hours of such a request having been made (or attend immediately at any time in the case of emergency);

(ii) if required by the Government Representative, attend, participate and consult in meetings in Hong Kong arranged by the Government Representative in relation to the Services (including regular progress meeting, meeting with any persons, groups, associations, organisations, agencies, committees, parties and government departments specified by
the Government Representative to resolve complaints or discuss any aspects of the Services);

(iii) provide professional advice and response to any questions or requests made or referred by the Government Representative in connection with the Services; and

(iv) if required by the Government Representative, prepare meeting agendas, minutes or written reports on any aspects of the Services as instructed by the Government Representative.

13. Transport and Passage

(a) The Contractor shall arrange and pay for transportation at its own cost for its Contractor Personnel, employees, agents or sub-contractors from the Contractor’s place of incorporation or the place of residence of the relevant personnel, whichever is appropriate, to Hong Kong, and on their return, from Hong Kong to the Contractor’s place of incorporation or the place of the residence of the relevant personnel, whichever is appropriate, and the Total Sum includes the cost of such transportation for execution of the Contract.

(b) The Contractor shall provide transportation within Hong Kong at its own cost for its employees, agents, sub-contractors and Contractor’s equipment unless otherwise agreed by the Government.

14. Personnel Records

(a) The Contractor shall obtain all necessary permission and consent from each Contractor Personnel for the release and provision of his personal data, records and photographs to the Government Representative pursuant to any applicable provisions of the Tender Document or Contract.

(b) The Contractor shall maintain complete, proper, current and accurate records of all Contractor Personnel under this Contract. Such records shall include the name and photograph of each Contractor Personnel, his post, relevant qualification, experience. The Contractor shall produce such records to the Government Representative for inspection on demand. The Contractor shall deliver a copy of the record to the Government if so required by the Government Representative.

15. Failure to meet Performance Requirements and Standards

(a) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. The Government Representative shall be entitled to interview any members of the Contractor Personnel, Contractor’s employees, sub-contractor or agents and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.

(b) Where the Government Representative is satisfied that in any particular case the Services provided by the Contractor has failed to meet the standards
required under the Contract, or the Contractor has failed to provide Contractor Personnel in accordance with Clause 11 hereof, it shall be entitled to instruct the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully therewith within such period as it in its absolute decision may determine, but such period should in no case later than in any case be later than twenty-four (24) hours after giving such instructions to the Contractor.

(c) If the Contractor fails to comply with the instruction of the Government Representative issued either verbally or in writing under Clause 12(c) hereof, the Government Representative may terminate the Contract in accordance with Clause 13 of the General Conditions of Contract.

(d) Without prejudice to any other rights or remedies, the Government Representative shall be entitled to withhold any payments to the Contractor until the Services have been performed to the satisfaction of the Government Representative in strict accordance with the terms and conditions of the Contract, and until all costs and expenses which may be incurred in accordance with Clause 15(e) hereof has been recovered (if any).

(e) If the Contractor fails to provide any of the Services or fails to provide the Services to the satisfaction of the Government Representative, the Government shall be entitled to have such Services carried out by its own resources or by other contractors and to recover any loss, damages, claims or any liability that may incurred by the Government and may deduct the same from any money due or becoming due to the Contractor under this or other contract with the Government.

(f) The Government Representative shall be the sole judge in determining whether or not a particular standard of service/performance has been achieved whose determination shall be binding on the Contractor in the absence of manifest error.

16. **Sanction against Committing of Offences under Employment Ordinance and Immigration Ordinance**

If the Contractor is convicted of an offence under the Employment Ordinance (Cap. 57) arising from the performance of this Contract or other Government contracts or is convicted of an offence under the Immigration Ordinance (Cap. 115) for employing a person who is not lawfully employable to perform under this Contract or other Government contracts, without prejudice of any rights or remedies of the Government, the Government may suspend the Contractor from tendering for other Government contracts in future. The Government shall have the absolute discretion to determine the duration of suspension taking into account the seriousness of the offence(s) and the Contractor’s performance of the Services under this Contract.

17. **Access to Locations**

(a) The Government Representative reserves the right at any time to refuse to admit to any premises occupied by the Government for the purpose of this Contract any person employed by the Contractor, or by a sub-contractor whose admission would be in the reasonable opinions of the Government Representative, undesirable.
(b) The Contractor shall prior to commencement of the Services under this Contract provide a list of names of all persons who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purpose of the Contract, together with the capacity in which those persons are connected with the Contractor and such other particulars as the Government Representative may reasonably require, and shall obtain the Government Representative’s approval to each and every name on such list.

(c) The Contractor shall further supply such details and obtain such approval to any additional person who the Contractor wishes to obtain admission to the premises occupied by the Government from time to time following commencement of Services under this Contract.

(d) In the event that the Contractor fail to comply with the preceding sub-clauses and the Government Representative determines that such failure is prejudicial to the interest of the Government, he may thereupon terminate the Contract forthwith by giving notice in writing address to the Contractor, and such termination shall not prejudice or affect any rights or action of other remedies, which may have accrued or shall accrue thereafter to the Government.

18. Acceptance of Deliverables

(a) All Deliverables delivered by the Contractor are subject to the inspection and acceptance by the Government Representative or its delegates.

(b) If, upon inspection, any of the Deliverables is found to be sub-standard or failed to comply fully with the Service Specifications, the Contractor shall, at its option and solely at its own cost, revise or modify the relevant Deliverable so that the relevant Deliverable meets the required standards and/or conforms to the Service Specifications within a reasonable time agreed by the Government.

(c) If the Contractor is unable to enable any of the Deliverables to conform to the specifications, then the Government Representative may by written notice to the Contractor elect at its sole option to:

(i) accept such Deliverable subject to an abatement of the Total Amount, such abatement to be in an amount which, taking into account the circumstance, is reasonable. In the absence of written agreement as to abatement within two weeks after the date of such notice the Government shall be entitled to reject such Deliverable in accordance to Clause 18(c)(ii) below; or

(ii) reject such Deliverable as not being complied with the requirement of this Contract. Upon such rejection, the Government shall have the absolute rights to terminate the Contract.

(d) Upon expiry or termination of the Contract, the Contractor shall at its own costs and expenses promptly deliver to the Government all originals and copies of Deliverables that are then in the Contractor’s custody, control or possession.
The Contractor hereby undertakes, apart from the transfer of physical ownership of all Deliverables to the Government, to also assign the Intellectual Property Rights in such Deliverables upon their physical delivery to the Government if the Intellectual Property Rights in such Deliverables have not been vested in the Government.

19. Acceptance Certificate

(a) Upon acceptance of each Deliverable, the Government Representative or his delegate shall issue to the Contractor a written acceptance certifying the acceptance of such Deliverable.

(b) Upon satisfactory completion of each Phase, the Government Representative or his delegate shall issue to the Contractor a written acceptance certifying the completion of the relevant Phase.

(c) Upon completion of the installation of Exhibits by the exhibit fabricator, the Government Representative or his delegate shall issue the Contractor a written acceptancesignifying the completion of the Contract.

(d) Notwithstanding the issue of written acceptance, if the Government finds, any time before the completion of the Services that any of the Deliverables previously accepted cannot be satisfactorily integrated into the final design, the Contractor shall, solely at its own cost, revise or modify the relevant Deliverable so that the relevant Deliverable can be integrated into the final design and meets the required standards and/or conforms to the Service Specifications within a reasonable time agreed by the Government.

20. Contractor’s Warranty

The Contractor warrants, represents and undertakes to the Government that:

(a) the Contractor has the full capacity, power and authority to enter into this Contract and to perform all its obligations hereunder including without limitation the vesting of the Intellectual Property Rights in the Government according to Clause 14(a) of General Conditions of Contract, the grant of the licences to the Government, its authorised users, assigns and successors-in-title according to Clause 14(f) of General Conditions of Contract, the grant of the rights referred to in Clause 22 of Special Conditions of Contract, and to perform the Services in accordance with the terms and conditions of this Contract and any other transactions to be entered into, or effected by it under the Contract;

(b) subject to Clause 20(e) of the Special Conditions of Contract, the Deliverables, shall be original works created, developed, compiled or made by or on behalf of the Contractor for the Government during the course of or in connection with this Contract;

(c) the performance of this Contract (including but not limited to the provision of the Services and the Deliverables) by the Contractor, its employees, agents or sub-contractors, the use, operation or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables or any part
thereof for any of the purposes contemplated by this Contract does not and will not infringe any Intellectual Property Rights or any other rights of any person;

(d) the exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Contract will not infringe any Intellectual Property Rights or any other rights of any person;

(e) prior to the use and incorporation of the Third Party Materials in providing the Services, the Contractor shall have obtained from the third party Intellectual Property Rights owners the grant of all necessary licences for itself and its authorised users, the Government, its authorised users, assigns and successors-in-title to use such Third Party Materials in the manner and for any of the purposes contemplated by this Contract. The costs of the above licences shall be borne by the Contractor.

(f) the provisions of this Clause 20 shall survive the expiry or termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

21. Contractor’s Indemnity

(a) Without prejudice to any other provision of the Contract, the Contractor shall indemnify the Government, its authorised users, assigns and successors-in-title and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against all actions, costs, claims, damage, expenses (including without limitation the fees and disbursements of lawyers, agents and expert witness) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising out of or in connection with any allegation of or claim for infringement of the Intellectual Property Rights or any other rights of any person arising from or in any way related to (i) the performance of this Contract (including but not limited to the provision, design and development of the Services including Exhibit Design Services and the Deliverables) by the Contractor, its employees, agents or subcontractors; (ii) the use, operation or possession by the Government, its authorised users, assigns or successors-in-title of the Deliverables or any part thereof for any of the purposes contemplated by this Contract; (iii) the exercise by the Government, its authorised users, assigns or successors-in-title of any of the rights granted under this Contract; or (iv) any breach of any of the provisions in Clause 20 of the Special Conditions of Contract or Clause 14 of the General Conditions of Contract.

(b) The provisions of this Clause 21 shall survive the expiry or termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or termination.

22. Effect of Termination

(a) If the Contract is terminated (Clause 13 of General Conditions of Contract refers), the Government shall:-

(i) cease to be under any obligation to pay service fee to the Contractor until all costs, loss and/or damage resulting or arising out from the
termination of the Contractor’s engagement have been calculated and provided such calculation shows a sum or sums due to the Contractor;

(ii) not be responsible for any losses or expenses suffered or incurred by the Contractor due to the termination of the Contract;

(iii) be entitled to repossess any of the Government’s materials, equipment or other goods loaned or hired to the Contractor and to have a lien on any of the materials, equipment or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government;

(iv) have, without prejudice to any claims made or to be made by the Government for breach of the whole or any part of the Contract, the right to assign the uncompleted Services to another contractor or other contractors whereupon the Contractor shall be liable for any amounts in excess of the Total Amount;

(v) be entitled to dispose all Contractor’s materials, equipment or other goods if the Contractor fails to remove all such things from the Hong Kong Wetland Park within fourteen (14) days upon termination of the Contract, failing which the Government may dispose the same at its discretion in which event all costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Contractor forthwith; and

(vi) be entitled to remove any staff of the Contractor or its employees or agent from the Hong Kong Wetland Park.

(b) If the Contract is terminated prior to the completion of the Services, the Contractor shall, subject to any right of set-off or counter-claim which the Government may have, be entitled to payment for the Services rendered to the Government up to the date of termination and the Government may itself complete the Exhibit Design or, at the sole option of the Government, may engage, use or employ any other contractor to complete the Exhibit Design and the Government or such other contractor may use the Deliverables (whether or not title has passed to the Government in respect thereof) or other materials or software referred to in Clause 22 or any part thereof for such completion.

(c) If the Contract is terminated prior to the completion of the Services in accordance with the contract provisions, the Contractor shall refund the Government any amounts paid in respect of the Services which have not been performed as at the date of effective termination.

(d) The above rights of Government are in addition to and without prejudice to any other rights the Government may have whether against the Contractor directly or pursuant to any guarantee or indemnity.

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

(f) In the event of termination by the Government in pursuance of Clause 13(c) of General Condition of Contract, the Contractor shall not be entitled to any other payment whether by way of damages or compensation or otherwise in respect of such termination.

23. **Execution of Further Documents**

The Contractor shall at its own cost and expense do and execute any further things, instrument(s) and document(s) (or procure that the same be done or executed) as may be required by the Government to give full effect to all and any provisions of the Contract, and shall provide all such things, instrument(s) and document(s) to the Government within fourteen (14) days of the date of the Government’s written request or such longer period as may be agreed by the Government in writing.

24. **Disputes**

Without prejudice to Clause 28 of the General Conditions of Contract, if disputes arises between any officer of the Agriculture, Fisheries and Conservation Department and the Contractor in reference to the performance of the Contract, or any part thereof which cannot otherwise be resolved, such dispute shall be referred to the Director of Agriculture, Fisheries and Conservation whose decision shall be final and binding (in the absence of manifest error).
Part 4

SERVICE SPECIFICATIONS

During the Contract Period, the Contractor shall provide Services on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park set out in this Schedule in accordance with the requirements set out in the Contract including in particular but without limitation the Special Conditions of Contract and this Service Specifications.

Part A – Background, Design Objective and Themes, Scope and Scale of the Services
Part B – Overall Service Requirements
Part C – Research, Design Planning and Preparation of Tender Specifications
Part D – Project Supervision and Management
Part E – Service Schedule
Part F – Details of Manpower Requirements

Part A - Background, Design Objective and Themes, Scope and Scale of the Services

1. Background

(a) Hong Kong Wetland Park (HKWP) is located adjacent to the Mai Po Inner Deep Bay Ramsar Site at the north-western New Territories, Hong Kong. This facility aims to foster public awareness, knowledge and understanding of the inherent values of wetlands throughout the East Asian region and beyond, and to marshal public support and action for wetland conservation.

(b) HKWP was officially opened on 20 May 2006 and received about 510,000 local and overseas visitors per year. It is currently managed by the Agriculture, Fisheries and Conservation Department (AFCD), Government of the Hong Kong Special Administrative Region (the Government).

(c) This facility comprises three themed exhibition gallery displaying more than 1,200 exhibit items, 50 interactive games with interactive or audio-visual programmes, 150 graphic or illustrative panels outlining wetland environment, wildlife adaptive features, human culture and human impacts in relation to wetlands.

(d) To maintain HKWP as a world-class conservation, education and nature-based tourism attraction after 13 years of intensive uses, HKWP is seeking to upgrade the exhibition facilities in the exhibition galleries and wetland reserve, which shall include review of storylines, replacing the old exhibits, updating and enhancing
exhibition contents to incorporate new information through research, extending the scope of exhibitions, and deploying the latest technologies to enhance visitors’ experience (“the Services”).

(e) Exhibit design however is not restricted to the exhibition galleries. Exhibition facilities (or “visitor facilities”) shall also be considered as a whole in the design so as to bring out the theme of wetland conservation.

(e) The Intellectual Property Rights in all Deliverables are the sole and exclusive property of the Government and shall at all times remain vested in the Government. They cannot be used other than for the purpose of this proposal submission, except with prior written consent from the Government Representative.

(f) The target opening of the revamped exhibition galleries and exhibition facilities is scheduled for mid-2023.

2. Design Objective and Themes

(a) The existing site plan and visitation experience in the exhibition galleries and wetland reserve of HKWP are detailed at Schedule 1 and Schedule 2 respectively.

(b) The Contractor is required to successfully complete the Services in an efficient and cost effective manner, within an agreed budget and programme.

(c) The Contractor shall cover the whole range of services including user research, exhibition concept, interpretation plan, information research and copy writing, design development and realisation, exhibit design, and preparation of tender specifications. Highlights of the exhibit design include the followings:

(i) importance of wetlands from local to worldwide biodiversity;
(ii) interaction between wetlands and local biodiversity;
(iii) relationship of wetlands to local heritage and culture; and
(iv) “bring home” messages on wetlands and biodiversity conservation.

(d) On request by the Government Representative in writing, the Contractor shall also provide services on project management of exhibit fabrication and installation, and monitoring defects rectification in accordance with Clause 1(b) of the Special Conditions of Contract.
3. **Scale of the Services**

(a) The Services are to provide exhibit design for the exhibition galleries and visitation facilities of HKWP. These exhibits are largely of permanent nature with some interchangeable exhibits.

(i) The HKWP Visitor Centre has a gross floor area of approximately 10,000 square meters (m²). It includes three themed exhibition galleries, approx. 1,200 m² for each gallery (paras. 2 & 3 in Schedule 2 refers).

(ii) The Wetland Reserve has a total site area of about 60 hectares with accessible boardwalks/footpaths, a Wetland Discovery Centre (230 m²) and 3 bird-hides (240 m² in total).

(b) The proposal submitted shall work within a fabrication budget of HK$130,000,000 (Hong Kong Dollars One Hundred and Thirty Million) being the budget limit established for the exhibits fabrication, supply and installation under another contract which shall include all exhibit components, production of interactive programmes, audio-visual/multimedia installations, control systems, production of panels, showcases, replicas, props and dioramas, production of text and graphic, shipment and delivery, special lighting, dismantling of existing exhibitions or other items as required.

**Part B – Overall Service Requirements**

1. This Services shall cover the whole range of services to be performed by the Contractor under this Contract including:-

(a) coordinate and attend meetings, briefings and site visits in Hong Kong and report regularly to HKWP at different work phases as and when the Government may require. The Contractor shall prepare the meeting agendas and minutes at its own costs;

(b) provide all specialist skills necessary for the exhibit design, including information research, copy writing, exhibition planning, graphic and interior design, model design, installation of exhibits and all items of equipment related to the exhibits;

(c) user research, exhibit design, provide the general design of the exhibits (including but not limited to fixed exhibits, interactive and AV/multimedia exhibits), cost planning, preparation of tender specifications and documents for exhibit
fabrications under another contract, and follow-up on all design-related issues with all relevant parties;

(d) from concept to development of detailed design – design the entire space holistically and deploy different methods and technologies in order to bring out the exhibition themes/concepts to the satisfaction of the Government Representative;

(e) propose and coordinate enhancement works on the building structure and facilities (see also “environmental element” in para. 3(b)(i) under Phase I in Part C of this Service Specifications) as required to achieve the exhibit design intent with technical backup of architect(s), structural engineer(s), surveyor(s) and building service specialist(s) engaged by the Contractor;

(f) coordinate with HKWP staff, other Government departments and suppliers referred by the Government Representative.

(g) upon request by Government Representative, provide the following services:

   (i) manage and supervise all works in connection with production, fabrication, testing, installation and defect rectification of all exhibits;

   (ii) liaise and coordinate with exhibit fabricator(s) appointed by the Government for designing, producing and installing the exhibits;

   (iii) oversee rectification works, soft opening of the exhibition and visitor facilities; and

   (iv) oversee warranty monitoring as well as suggest improvement works.

2. The work phases to be undertaken by the Contractors are:

   (a) In accordance with Clauses 1 and 2 of Special Conditions of Contract, the Contractor shall provide the Services for Phases I to IV within the Contract Period, and Phases V to VII upon request of the Government Representative.

   Research, Design Planning and Preparation of Tender Specifications:
   Phase I: User Research, Exhibit Concept and Practical Design Plan
   Phase II: Exhibition Design Development
   Phase III: Detailed Exhibit Design and Drawings
   Phase IV: Preparation of Tender Specifications for Exhibit Fabrication and
Installation

**Project management** (upon request of the Government Representative):

- **Phase V:** Integrated Prototype Design Work
- **Phase VI:** Manage Exhibit Fabrication and Installation
- **Phase VII:** Manage Exhibit Installation and Warranty Monitoring

(b) The Contractor will be instructed by the Government Representative to proceed from one phase to the next according to the Service descriptions. No action shall be taken by the Contractor prior to the receipt of written approval from the Government Representative.

(c) Service descriptions in Phases I to IV and Phases V to VII are detailed in Part C and Part D, respectively. The service schedule and manpower requirements are in Part E and Part F, respectively. Requirements for submissions in each Phase are as follows:

(i) All submissions required to be made by the Contractor on commencement of the Services and during Phases I to VII (see also para. 2(a) in Part B, hereafter referred to collectively as “submission(s)” shall be reviewed and considered by the Government Representative as and when submitted.

(ii) On commencement of the Services, the Contractor shall conduct on-site visit to fully understand the requirements including site plan, visitor experience, details of service requirements, exhibition galleries, exhibition facilities, site constraints and time requirement. The Contractor shall submit a work programme with detailed activities to be carried out in each phase in para. 2 in Part B, key milestone(s) and target completion date for each phase of the Services within 4 weeks from the date of Letter of Acceptance. The Contractor shall revise the work programme within 2 weeks upon receipt of comment from the Government Representative, if any.

(iii) The Contractor shall submit to the Government Representative progress reports at monthly intervals on all aspects of the Services referred to in para. 2 in Part B. The reports shall also include a list of works of which the execution is/are behind the programme together with proposal to expedite progress, so as to complete the Services on time. The reports shall also include updated expenditure forecasts in each phase.
(iv) At the end of each phase, the Contractor shall prepare and submit to the Government Representative a comprehensive report to give a detailed account on the work accomplished.

(v) The Government Representative should not approve any of the submission(s) unless and until he has satisfied himself that the same is in every aspect in order and to his satisfaction. The Contractor shall take all such steps and also do all such things as may be necessary including but not limited to meeting with the Government Representative, making revisions and refine the submission(s) or any of them to render them satisfactory to the Government Representative.

(vi) For all purposes and intents, each submission shall not be considered as duly completed unless and until the Government Representative has signified in writing its approval whose approval should not however be unreasonably withheld. Provided further that for every submission submitted for review for the first time, a two-week review period by the Government Representative is considered a reasonable period.

Part C – Research, Design Planning and Preparation of Tender Specifications

Phase I: User Research, Exhibit Concept Plan and Practical Design Plan

1. The Contractor shall collect and review all information related to HKWP visitor services, including but not limited to review previous reports on visitor surveys, exhibition themes and contents, interpretation messages, the Site Plans (Schedule 1) and Visitor Experience (Schedule 2).

2. The Contractor shall also conduct stakeholder research such as visitor surveys, interviews, workshops and meetings to shape the vision on concept and storyline presentation. All agreed contents shall be documented in two plans as follows:

(a) Exhibition Concept Plan: The Contractor shall provide an Exhibition Concept Plan with result of information review and research, to illustrate all the broad ideas, guiding principle, storyline and narrative plan responding to the objectives and how exhibits fit in the existing HKWP galleries.

(b) Practical Design Plan: This will provide details of the entire exhibition development process with the content and sources, description and illustration on the design framework / proposal (including estimation of cost), communication
objectives, means of communication, visitor experience, content themes, zoning and circulation, narrative walkthrough, visitor flow, and technical design requirement. The Contractor shall provide appropriate interpretative methods, including but not limited to plant and animal specimens, artefacts, models, dioramas and updated technologies (e.g. virtual reality, augmented reality, animatronics, audio-visual/multimedia (“AV/multimedia”), computer programmes and graphics, etc.).

3. Detailed requirements of a Practical Design Plan are as follows:

(a) In respect of each exhibit, the Contractor shall develop, prepare and submit to the Government Representative the followings details:

(i) A datasheet which shall include annotations on the following items:

(1) Topic Area;
(2) Topic ID;
(3) Title;
(4) Type;
(5) Communication goal, scientific principle and content of exhibit;
(6) Description including presentation method, design modification / improvement over purchased exhibits, operating procedures which the visitor is expected to follow, and feedback the visitor is expected to receive from the exhibit;
(7) Source;
(8) Estimate of the total cost (acquisition, replication, fabrication, modification, shipment and installation included);
(9) Size;
(10) Operation requirement;
(11) Maintenance requirement and the costs; and
(12) Potential for further enhancement by HKWP staff or by specialists.

(ii) Conceptual design sketches which shall be in form of perspective sketches or other graphic illustrative materials which convey the concept and physical form of such exhibit.

(b) In respect of each exhibition gallery and visitation facility, the Contractor shall develop, prepare and submit to the Government Representative the following details:

(i) All design concepts and sketches for all environmental elements, the said
environmental elements shall include the following details:

(1) Walls, physical barriers and enclosures – Include only non-building structural walls or elements which are within, between or immediate adjacent to each exhibition gallery and visitation facility.

(2) Platforms and environmental structures – Include ramp accesses, flooring materials, bridges, lookouts, stairs, etc. within each exhibition gallery and visitation facility which are not part of the basic building structures together with access for people with disabilities.

(3) Overhead space-defining structures – Include suspended exhibits or other non-building structural exhibit elements, roofs or other space-defining devices.

(4) Floor and wall coverings – Include murals, decoration installations, carpet or flooring with demarcation patterns.

(5) Lighting systems – To provide different quality thematic lighting in order to provide unique atmosphere in different sections of each exhibition gallery and visitation facility. These include exhibit lighting systems attached to walls, platforms and overhead space-defining structures as defined by the above items, but do not include lighting systems which are attached to the building structures and contained in the basic building contract, or lighting systems which are situated within exhibit components.

(6) Environmental element for signage – Includes those suspended, freestanding or attached to walls.

(7) Accessible design for people with disabilities – Includes visual impairment, hearing impairment; and physical abilities.

(8) The Contractor shall take all such steps as may be necessary to ensure that the environmental elements as designed will be able to comply with all codes, rules, regulations and laws of the Hong Kong Special Administrative Region pertaining to fire and safety requirements.

(ii) A-3 sized coloured floor plan(s) showing all the exhibits in each exhibition gallery and visitation facility and the Concept Proposals of which exhibits have been approved by the Government.

(iii) Coloured rendering showing:

(1) Overall mood;

(2) Visitor’s experience; and
(3) Characteristic and uniqueness of the area.

(iv) A description showing:

(1) Overall mood;
(2) Visitor’s experience; and
(3) Characteristic and uniqueness of the area.

(c) Towards the end of this Phase, the Contractor shall develop, prepare and submit to the Government a comprehensive Practical Design Plan which shall include the following details:

(i) A finalised list of all exhibits to be included in each exhibition gallery and visitation facility;

(ii) A buying list setting out all exhibits in each exhibition gallery and visitation facility which are to be purchased and their respective resources and estimated cost;

(iii) The conceptual design for all exhibits in each exhibition gallery and visitation facility; and

(iv) The budget for all the exhibits and environmental elements in each exhibition gallery and visitation facility setting out therein the Contractor’s estimate of the costs for the acquisition, replication, fabrication and modification (shipment and installation included) of each of such exhibits.

4. Upon request of the Government Representative, the Contractor shall coordinate, facilitate and accompany at least one visit to exhibition galleries or museums for at least two (2) AFCD staff nominated by Government Representative, where all expenses of the AFCD staff will be covered by AFCD. Each visit shall cover at least two well equipped exhibition galleries at museum standard with the most updated education elements, presentation method and technology.

Phase II: Exhibit Design Development

1. Based on the submission of Phase I, the Contractor shall develop the exhibit design with layout, and prepare drawings, dimensions, sections, plans with such design data, calculations and other information as may be required by the Government Representative for the purpose of or in connection with the exhibit design.
2. The exhibit design development shall meet the following requirements at museum standard:

(a) **Clear definition of content**
   In respect of each exhibit and environmental element, the Contractor shall develop and prepare a clear definition of contents for each Exhibit in each exhibition gallery and visitation facility.

(b) **Proposed Layout Plan**
   In respect of each exhibition gallery and visitation facility, the Contractor shall provide an updated layout plan with true scale for approval of the Government Representative, together with 3 sets of A3-sized coloured layout plan printouts including but not limited to colour presentation showing all exhibits and overall mood of different views in the gallery.

(c) **Outline material specifications**
   In respect of each Exhibit (including but not limited to fixed exhibits, interactive and AV/multimedia exhibits), the Contractor shall develop preliminary design, and prepare an outline material specifications for each exhibit in each exhibition gallery and visitation facility.

(d) **Schematic design and drawings**
   
   (i) The drawing shall convey the shape, size, scale, exterior materials, finishes and operation of such exhibit and otherwise suffice or preliminary cost estimates purposes.

   (ii) In case of any exhibit (hereinafter refer to as “an Existing Exhibit”, for example, taxidermy, models, mechanical exhibits, etc.) to be modified from HKWP Galleries, or to be copied or purchased from other companies / organisations / institutions which exhibit is to be acquired without any modification whatsoever, be in the form of photographs or scaled elevated drawings which identify and accurately depict such exhibit; and

   (iii) Without prejudice to the generality of the foregoing, insofar as the exhibit is an Existing Exhibit which requires modification, the schematic drawing therefore shall include scaled elevation, plan view, axonometric view and otherwise show the modification required.
(iv) In respect of every Existing Exhibit in each exhibition gallery and visitation facility, the Contractor shall prepare and submit to the Government Representative recommendation as to the source(s) from which such exhibit may be acquired.

(e) 2-D and/or 3-D views and sections in visual and sketch design of key elements:

(i) The Contractor shall provide Exhibit Design and Drawings with true scale for approval of the Government Representative;

(ii) The Contractor shall also provide 3 sets of A3-coloured drawing printouts including but not limited to colour rendering, front elevation, side elevation and top view of each exhibit in each exhibition gallery and visitation facility, as approved by the Government Representative to the source(s) of the acquisition and/or the exhibit fabricator(s) as selected by the Government Representative, and shall further liaise and negotiate with the same to ascertain the preliminary cost for such acquisition, fabrications and/or modification (shipping and installation included).

(f) List of Exhibit Fabricators
In respect of every exhibit in each exhibition gallery and visitation facility not being an existing exhibit, the Contractor shall render advice and assistance as the Government Representative may require in the selection of contractors by whom production, fabrication or modification of the exhibits may be undertaken (which contractors are hereinafter referred to as “exhibit fabricators”). The Contractor shall further submit to the Government Representative nominations for suitable exhibit fabricators for selection by Government Representative. The Contractor and Contractor Personnel shall not be the exhibit fabricator or will be debarred from bidding the fabrication / modification of the exhibits as described in para. 4 under Phase IV of this Service Specification, and in Clause 15(c) of the General Conditions of Contract.

(g) Initial cost breakdown
The Contractor shall develop, prepare and submit to the Government and update the budget for all the exhibits and environmental elements in each exhibition gallery and visitation facility setting out therein the preliminary cost for their respective acquisition, fabrication and/or modifications (shipment and installation included).
Phase III: Detailed Exhibit Design and Drawings

1. The Contractor shall develop Detailed Exhibit Design and Drawings in accordance with the Museum Standard and submit to the Government Representative Final Design Drawing in hardcopy and revisable softcopy with the following specifications and documents:

(a) construction details of each exhibits, prepare detailed drawings, dimensions, accurate scale, sections and plans with such design data, calculations, themed/interpretative lightings, inter-relations between each section, material finishing, and other information as required by the Government Representative for the purpose of or in connection with the exhibit;

(b) to-scale layouts and front view drawing of all exhibition elements (including but not limited to artefacts, dioramas, interactive programmes, including AV/multimedia programmes) for each exhibition gallery and visitation facility, as well as environmental elements;

(c) detailed specifications of each exhibit including materials, colour, graphics and finishes, and special assembly or operational information, and any engineering, structural and other pertinent features to enable the exhibit fabricators to develop and prepare all the shop drawings which may be required for the fabrication / modification of the exhibit;

(d) all sources of exhibit components and materials, including graphics, models, photographs, videos, etc. consistent with the requisite exhibition quality;

(e) all illustrations, graphic designs, interactive and AV/multimedia materials shall be presented in English and Chinese. In addition to English, Chinese in traditional and simplified text version as well as Cantonese and Putonghua spoken languages shall be produced;

(f) preliminary proposal on fixed exhibits, interactive, AV/multimedia exhibits equipment, interpretative lighting, cabling, electrical and mechanical requirements specific to exhibits and environmental elements shall be preferably review or certified by professionals including but not limited to architect(s), structural engineer(s) and building service specialist(s);

(g) estimates of electrical and mechanical loading of all items (in particular, overhead elements, interactive, AV/multimedia exhibit equipment, computer,
server, equipment and devices) and any required building modification or building service modification (e.g. thematic lightings, cabling and power sockets, etc.);

(h) design visitor flow scenario and public interfacing wayfinding signage for entire exhibition and visitation facilities; and

(i) production and installation schedule, and cost estimate for all aspects of the exhibition production and fabrication (graphics, millwork, cases, lighting, AV/multimedia installation, electronic and computer operations, cabling, wall and ceilings treatments and flooring, etc.)

2. In respect of each exhibit and environmental element, the Contractor shall also prepare and submit to the Government Representative floorplans in hardcopy A3-sized coloured printouts and in revisable softcopy with true scales for the following details:

(a) Floorplans showing the location of each exhibit in each exhibition gallery and visitation facility together with any services (electrical, water, ventilation, etc.) related to the exhibit fabrication and/or modification.

(b) Floorplans showing all the exhibits and environmental elements in each exhibition gallery and visitation facility.

Phase IV: Preparation of Tender Specifications for Exhibit Fabrication and Installation

1. Based on the Detailed Exhibit Design and Drawings approved by the Government Representative, the Contractor shall in respect of each exhibit (including but not limited to interactive and AV/multimedia exhibits) and environmental element in each exhibition gallery and visitation facility, to develop, prepare and submit to the Government Representative all such specifications and documents as may be necessary to become part of the tender document to enable the Government Representative to obtain tenders or otherwise award contracts for the fabrication, acquisition, replication and/or modification of such exhibits and Environmental Elements in separate contract(s).

2. The specifications and documents shall include but not limited to technical drawings with implementation details, specifications and schedules that are certified by architect(s), structural engineer(s) and building service specialist(s). The technical drawings shall be as detailed as possible to ensure that the tenders for various services
can fully understand the scope of works including the building structures and facilities enhancement works if needed. The technical drawings shall be in the formats compatible with AutoCAD or other appropriate format readable by the Government Representative and exhibit fabricator(s).

3. The Contractor shall provide assistance to cost checking for production of each exhibit and environmental element in each exhibition gallery and visitation facility, and to adjust the design as necessary to stay within the designated fabrication budget prior to the release of the tender document(s).

4. The Contractor and Contractor’s staff shall not be the exhibit fabricator who undertakes the fabrication / modification of the exhibits or will be debarred from bidding the fabrication / modification of the exhibits.

5. The Contractor shall be available to answer questions, provide all such advice and assistance as the Government Representative may require in all matters whatsoever in relation to the tendering and/or contracting process.

4. Upon the award of each contract, upon request of the Government Representative, the Contractor shall further work with the exhibit fabricator(s) to whom the contract(s) is/are awarded and answer any design questions and solve any design problems whatsoever which may arise in the fabrication, installation, acquisition, replication and/or modification of the exhibit(s) to which the contract relates.

**Part D – Project Supervision and Management**

The Contractor shall provide project supervision and management upon request of the Government Representative. The total amount of payment chargeable shall be calculated based on the number of phases actually completed and the amount specified in Part II – Optional Item under Price Proposal in Schedule 3 in relation to the delivery of the requested Services. Requirements of the project management services in each of Phases V to VII are as follows:

**Phase V: Integrated Prototype Design Work**

1. The Contractor shall develop and prepare all Chinese and English texts in Microsoft Word format for all the exhibits in each exhibition gallery and visitation facility. The text shall be edited by language professionals before submission to the Government Representative for approval.
2. The Contractor shall develop and prepare all graphic design with true scale in the format of Adobe Illustrator, PDF files and A3-sized coloured printouts (including but not limited to the design and layout of all texts, drawings, photographs, illustrations and any other two-dimensional materials whatsoever and whether participatory or otherwise) for each Exhibit in each exhibition gallery and visitation facility with the following requirements:

(a) All work shall conform to the museum standard.

(b) The Contractor shall develop Graphic Design Concept Drawings for each major type of graphic element within each topic area and submit to the Government Representative for approval.

(c) Following the above approval, the Contractor shall develop, prepare and submit to the Government Representative Graphic Design Development Drawings which set out layout of texts, both English and Chinese, all colour specifications, graphic details for all elements, and the layout, typography, and design of any photographic and/or illustration materials.

(d) Based on the Graphic Design Development Drawing as approved by the Government Representative, the Contractor shall develop, prepare and submit to the Government Representative Final Graphic Outputs that are ready for output by the Exhibit Fabricator(s).

(e) Upon completion of all Final Graphic Outputs, the Contractor shall submit to the Government Representative the following in relations to all Final Graphic Outputs:

   (i) Editable artwork files and outline files in the format of Adobe Illustrator (CS6 or compatible);

   (ii) Three (3) copies of A3-sized coloured printouts;

   (iii) A manual detailing all colour specifications and typography including but not limited to Chinese and English type standards;

   (iv) Computer image files (TIFF and layered PSD files) in the format of Adobe Photoshop (CS6 or compatible) with sources and royalty; and

   (v) Final text files in the format of Microsoft Word.
3. The development and preparation of all interactive, AV/multimedia exhibits and materials which form part of any exhibit in the exhibition gallery and visitation facility shall be undertaken by the Contractor with the following requirements:

(a) All work shall conform to the museum standard.

(b) The Contractor shall research and develop concepts for the exhibit(s), and submit to the Government Representative concepts so developed in draft form by way of storyboards, scrips, flow diagrams, flowcharts, photo and graphic usage and/or other formats as approved by the Government Representative.

(c) Upon the approval of the concepts by the Government Representative, the Contractor shall develop, prepare and submit to the Government Representative a finalised form all such storyboards, flow diagrams, flow charts, instructions, captions, Chinese and English scrips, artwork, photos, graphic and illustration, and other materials for approval.

(d) The Contractor shall manage and supervise the exhibit fabricator(s) for video, audio or computer programmes and materials production, and solve any design problems whatsoever which may arise in the production to which the contract relates.

Phase VI: Manage Exhibit Fabrication

1. In respect of every exhibit (which term when used in the context of this phase shall mean any exhibit and Detailed Exhibit Design and Drawings, with Integrated Prototype Design Work which have previously been approved by the Government Representative) not being an existing exhibit, and in respect of every interactive, AV/multimedia or computer material which forms parts of any exhibit in each exhibition gallery and visitation facility:

(a) The Contractor shall manage and supervise the selected exhibit fabricator(s) of such exhibit / material to develop, prepare and submit to the Government Representative a Detailed Fabrication / Production Schedule.

(b) The Contractor shall render all such advice and assistance as may be necessary to the exhibit fabricator(s) in respect of the development and preparation of shop drawing, prototypes and other production documentation.

(c) The Contractor shall take safety of visitors, ease of operation, routine checking
and maintenance by HKWP staff, and related cost into consideration when designing the exhibits and displays.

(d) The Contractor shall review and comment shop drawing / prototypes and other production documentation of all exhibits as required to be developed and prepared by the exhibit fabricator(s) and submit for approval. The Contractor shall keep the Government Representative informed of the exhibit production / fabrication progress and ensure achieving the shop drawing / prototypes and other production documentation:

(i) include all exterior and interior fabrication details of the exhibit and environmental elements to which they relate, including structural components, mechanical systems, joinery details, and all hardware required to fabricate the exhibit and environmental elements according to the Detailed Exhibit Design therefor;

(ii) present a clear and complete depiction of fabrication including precise dimensions, a high level of details on all aspects of fabrication, the identification of colours, assembly methods, wiring details and all other related information which will eliminate ambiguity;

(iii) advise the Government Representative as to the effectiveness of such prototypes in meeting the intent of the Detailed Exhibit Design and Drawings;

(iv) while the fabrication / production is under way, the Contractor shall monitor the progress thereof, including but not limited to the strict adherence to the Detailed Fabrication / Production Schedule and Budget and the performance and observance of all the other terms of the contract(s) under which such fabrication / production are carried out;

(v) the Contractor shall conduct site visits to all fabrication / production sites, review sample materials, programmes and other submissions by the fabricator/producer, and as specified in the Detailed Fabrication/Production Schedule, and such other visits thereto as the Contractor may consider necessary to satisfy himself of the due and proper progress and quality of the fabrication / production;

(vi) the Contractor shall visit fabrication/production sites and shall carry out on-site and off-site supervision, inspection, examination and testing to
ensure the fabricated / produced exhibit meet the required quality and standard;

(vii) the Contractor shall provide advice and assistance to overcome or settle fabrication / production problem(s), including but not limited to work with the fabricator / producer to arrive at an alternative solution which will both meet the communication goals of the Detailed Exhibit Design and Drawings and the approval of the Government Representative in the event that the fabricator/producer should be unable to successfully engineer the exhibit; and

(viii) the Contractor shall prepare and submit to the Government Representative Fabrication / Production Progress Reports as such intervals as prescribed by the Government Representative setting out in details in such reports the following information, namely:

1. the progress of the fabrication/production;

2. any defect in fabrication/production and/or any deviation from the Detailed Fabrication/Production Schedule and/or budget, the cause(s) therefor and the measures taken or to be taken to rectify the same; and

3. any fabrication / production problem which has arisen and the steps taken to overcome the same.

2. In respect of every exhibit being an existing exhibit which is purchased directly for each exhibition gallery and visitation facility:

(a) The Contractor shall perform any reasonable service which the Contractor may be required to carry out under any contract for the acquisition, documentation, replication and/or modification, if any, of the exhibit; and

(b) Before the exhibit is to be shipped or otherwise delivered to HKWP, the Contractor shall carry out all such on-site inspection, examination and testing as may be necessary to satisfy himself as to the quality and standard of the exhibit.

3. In respect of interactive, AV/multimedia exhibits, programmes and materials, the Contractor shall:
(a) Supervise and manage the exhibit fabricator(s) including but not limited to AV/multimedia designer(s) and producer(s) for game, video, audio or computer programmes and materials production, to solve any design problems whatsoever which may arise in the production to which the contract relates.

(b) Present layout design and style of the interactive and AV/multimedia programmes, exhibits and materials for approval of the Government Representative before commencement of production.

(c) Review the production of interactive element and AV/multimedia exhibits of the design by different exhibit fabricator(s), and to ensure that the multimedia and software interactive contents support the overall storyline and presentation style.

(d) Attend rough-cut and final-cut presentation conducted by the exhibit fabricator(s) in Hong Kong.

Phase VII: Manage Exhibit Installation and Warranty Monitoring

1. In respect of every exhibit in each exhibition gallery and visitation facility and in respect of every graphic, AV/multimedia, interactive program/material which form part of any such exhibit:

   (a) The Contractor shall supervise and manage the exhibit fabricator(s) of such exhibit/material or, in the case the exhibit is an Existing Exhibit, the source from which such exhibit is acquired to prepare and submit to the Government Representative a detailed schedule for the delivery / shipment and installation at HKWP (hereinafter referred to as “the Detailed Delivery, Shipment and Installation Schedule”).

   (b) While the delivery / shipment and installation is under way, the Contractor shall monitor the progress thereof including but not limited to the strict adherence to the Detailed Delivery, Shipment and Installation Schedule.

   (c) Prior to the installation of exhibits (including interactive, AV/multimedia exhibits and associated programmes), the Contractor shall conduct site-checks at HKWP to provide all such advice and assistance as may be required to overcome any problems whatsoever which may arise in the course of shipment and installation.

   (d) The Contractor shall conduct colour proof to all graphics and text prior to printing and installation;
(e) The Contractor shall work closely with the Government Representative, exhibit fabricator(s) including interactive, AV/multimedia Designer(s) and Producer(s) for the installation of the exhibits, programmes, lighting elements, showcases, special effects and other aspects of sensory stimulation.

(f) Upon the completion and installation but before the departure of the team undertaking the installation, the Contractor shall inspect and review the exhibit/production so installed and shall carry out all such other examination, defects rectification and stress testing as may be necessary to satisfy himself and the Government Representative as to the quality of the exhibit/production.

(g) Following the inspection and review as aforesaid, the Contractor shall prepare and submit to the Government Representative a certificate stating whether or not the exhibit/material is in every aspect in order, safe and satisfactory.

2. To ensure smooth arrangement of exhibit fitting out and installation works, the Contractor shall assist the Government Representative to arrange for partial closure of the exhibition galleries and visitation area in the Wetland Reserve.

3. After completion of the exhibit installation and defect rectification by the exhibit fabricator(s) and within a period to be agreed by Government Representative, the Contractor shall prepare for handover of the exhibits including the followings:

(a) Operation and maintenance manuals in full detail, including the most updated text, shop drawings with accurate dimension, system chart, list of hardware, software, equipment, spare parts and materials with brand names, model numbers, specifications and configurations, installation, operation and maintenance method, detailed information on troubleshooting;

(c) As-built drawings, audio-visual and lighting drawings including conduct layouts, block diagrams, catalogue cut sheets; and other related drawings (e.g. floorplans, front view drawings, shop drawings, etc.);

(d) Artworks with measurements (e.g. thematic panels, sectional panels, text panels, captions, guide maps, signages, etc.);

(e) Design, graphic source and production files;

(f) Interactive, AV/multimedia exhibit final content with editable programmes; and
(g) A full set of design identity.

4. After completion and handover of the exhibits, the Contractor shall monitor the exhibit’s performance in the aspects of fitness to design intent, safety, etc. and advise the possible causes and solutions for any problems.

5. The Contractor shall followup with exhibit fabricator(s) to arrange for remedies and maintenance service (within 72 hours upon report by the Government Representative) to any defective or worn out items, software programmes, equipment and device which are not caused by vandalism.

Part E – Service Schedule

1. The Contractor shall deliver the work and services according to the following Table of Service Schedule.

Table of Service Schedule

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<th>Work / Service items</th>
<th>Target completion date (or other date specified by the Government representative)</th>
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<td>Phase VII: Manage Installation and Warranty Monitoring</td>
<td>30 June 2023</td>
</tr>
</tbody>
</table>

2. The Contractor shall be aware of the importance of the target completion date for each Phase I to VII. The submitted proposal shall be able to demonstrate how the Contractor could meet the delivery date and that adequate safety buffer is allowed to meet the anticipated risks. Should no such proposal be given, the Contractor shall be bound by the schedule specified above.
3. On request of the Government Representative, the Contractor shall attend, serve or report the work progress to any committees, conferences, boards, working groups, presentation meetings and other meetings related to this Contract.

**Part F - Details of Manpower Requirements**

1. The Contractor shall arrange at its own cost for appropriate Contractor Personnel to form an Exhibit Design Team who shall meet the respective stipulated requirements under this Contract. The Contractor shall appoint an Exhibit Design Team comprising at least one (1) Project Director and one (1) Design Director, and technical staff and any other professionals including but not limited to Researcher and Copyrighter, Gallery and Exhibit Designer, and Engineer (“Contractor Personnel”) to provide the Services, according to Clause 10 of the Special Conditions of Contract and Schedule 6.

   (a) The Project Director shall be in charge of the performance of the Services and shall have the full authority to act on behalf of the Contractor, including the authority to make all decisions for the Contractor regarding the provision of the Services and to receive instructions from the Government Representative.

   (b) The Design Director shall provide Exhibition Design Service and overall creative/design direction and quality control services; supervise and lead the Exhibit Design Team in the performance of the Services;

   (c) The Project Director shall act and respond promptly to any instructions or queries give or made by the Government Representative; shall be contactable by mobile phone and e-mails; and shall upon being requested accompany the Government Representative to the locations identified by the Government Representative and show the Services that have been performed or to be performed.

2. The Contractor shall have back-up support from architect(s), structural engineer(s), surveyer(s) and building service specialist(s) to support the exhibit design by providing necessary support including but not limited to conducting feasibility study on the building structure and facilities and environmental elements, assessment of the exhibit design or set-up at different phrases and proposing viable enhancement works to achieve the design intent.

3. The Contractor shall report to the Government Representative the updated performance of the Contractor Personnel in relation to the Contract.
Schedule 1

Site Plan of Hong Kong Wetland Park
Schedule 1

Layout Plan of Visitor Centre (Ground Floor)
Schedule 1

Layout Plan of Visitor Centre (First Floor)
Schedule 2
Visitation Experience at Hong Kong Wetland Park

1. **Target audience**

The exhibits, displays and games are designed for people of local residents and tourists. Families, teachers and students are primary target groups as the Visitor Centre and Wetland Reserve of Hong Kong Wetland Park (HKWP) will be serving as a centre for wetland education.

2. **Visitation area**

Exhibition galleries and exhibition facilities in HKWP to be covered by this Contract are as follows:

<table>
<thead>
<tr>
<th>Name of facility</th>
<th>Size (GFA in m²)</th>
<th>Proposed use of facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indoor visitor facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Atrium</td>
<td>1,080</td>
<td>Central atrium with double height glass façade connecting the Freshwater Marsh, and gateway to three main exhibition galleries.</td>
</tr>
<tr>
<td>2 “What Are Wetlands?” Gallery</td>
<td>250</td>
<td>Introduction to wetlands</td>
</tr>
<tr>
<td>3 “Living Wetlands” Gallery</td>
<td>900</td>
<td>Themed exhibition gallery on worldwide wetland environment and live exhibits, highlighting local wildlife.</td>
</tr>
<tr>
<td>4 “Human Culture” Gallery</td>
<td>800</td>
<td>Themed exhibition gallery on wetland civilisation, highlighting local cultural elements and heritage.</td>
</tr>
<tr>
<td>5 “Wetland Challenge” Gallery</td>
<td>1,200</td>
<td>Themed exhibition gallery on wetland conservation issues, highlighting “bring home message”</td>
</tr>
<tr>
<td>6 Multi-function Room</td>
<td>150</td>
<td>A multi-purpose facility for temporary exhibition, video shows, workshop and activities.</td>
</tr>
<tr>
<td>7 Viewing Gallery</td>
<td>250</td>
<td>A platform seatings in the Viewing Gallery where they can overlook landscape features of the Freshwater</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>---</td>
<td>----------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>8</td>
<td>Indoor Play Area</td>
<td>230 An adventure playground with three modelled trees connected to each other by rope bridges for children.</td>
</tr>
</tbody>
</table>

### Outdoor visitor facilities

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Entry Plaza</td>
<td>12,000 Open space with water features, benches and landscape areas.</td>
</tr>
<tr>
<td>10</td>
<td>Education ponds (including pavilions, Stream Walk, Succession Walk, Butterfly Garden and Return Route)</td>
<td>21,000 A combination of outdoor pond, boardwalks with exhibits of stream course, aquatic plants, food and nectar plants for butterflies, fruit plant and local vegetation.</td>
</tr>
<tr>
<td>11</td>
<td>Wetland Discovery Centre</td>
<td>230 Outdoor education station with exhibition on wetland wildlife, wet farmland and fishpond.</td>
</tr>
<tr>
<td>12</td>
<td>Mangrove boardwalk</td>
<td>150 Floating boardwalk with exhibits on mangrove habitat.</td>
</tr>
<tr>
<td>13</td>
<td>Bird Hides</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Riverside Hide</td>
<td>120 Tower hides for bird watching and thematic exhibition.</td>
</tr>
<tr>
<td></td>
<td>- Fishpond Hide</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td>- Mudflat Hide</td>
<td>40</td>
</tr>
</tbody>
</table>

### 3. Current visitor walkthrough

This section summarises the current visitation experience when visitors walk through the HKWP. The Contractor shall make reference to the galleries and visitation area for the review and design of exhibits, exhibit presentation and interpretative messages.

**Hong Kong Wetland Park – The Experience**

HKWP gives visitors a good day out whilst raising their awareness of wetlands – among the most important and threatened habitats in our planet.

A visit to the HKWP is informative, exciting and entertaining. It provides visitors with the opportunity to see the wonders of Hong Kong’s wetlands.
Colourful signs guide visitors from to the Ticket Office and Entry Plaza. The Entry Plaza is a pleasant and relaxing area characterised by shaded seating, running water, water features and elegant sculptures. A water channel runs on into the building and through the Atrium of the Visitor Centre. This is an enjoyable sitting out area for visitors including local residents and tourists.

Once visitors have purchased their tickets, they follow the water channel leading them through the Atrium, pass an impressionistic wall sculpture that highlights how water shapes and marks the Earth’s landscape. Marking the start of the channel’s approach to the Visitor Centre is an iconic sculpture of Black-faced Spoonbill which reflects life-giving properties of water. As
visitors walk through the Entry Plaza, they begin to notice tracks of wetland creatures in Hong Kong starting to emerge from the stone and crawling in and around the water channel.

**Atrium**

Visitors pass through the ticket gates to enter the Atrium. The key element is a large sinuous sculpture sailing at high level through the Atrium. This visually moves from abstract representations of the different physical forms of water, to the life giving properties of water and finally to more figurative representations of wetland wildlife – reflecting the shift from formal architecture and natural landscape.

The water channel through the Atrium provides a central orientation point for the visitors, which draws them towards their first stunning view of the wetlands framed at the end of the Atrium. Along the water channel, benches allow visitors to sit and browse interactive terminals that orientate them to the site and allow them to plan their visit depending on their interests and the amount of time they have to spend. Other touchscreens tell the updated activities of HKWP.

The Information Counter provides a warm welcome, and gives assistance to visitors, tour groups, schools and mobility-impared. It provides services such as lending of audio-guide devices and also acts to promote special events such as guided tours, seminars and film shows. The Atrium also contains graphic totems to direct visitors to the galleries and other facilities.
"What Are Wetlands?" Gallery

Off to the right of the Atrium, visitors will enter this first gallery – “What Are Wetlands?”. Here, they will have another opportunity to admire the view of the landscape, and as they do, they are drawn to interactive exhibits and mechanical games along the window. These introduce the diversity of wetlands, their role and functions, and international importance of wetlands.

For instance, a mechanical exhibit incorporating a waterfall structure conveys the key messages that wetlands store water, clean water, protect coast, provide resource for us and give wildlife a home.

At the other side is an impressive life wall backdrop emphasizing the diverse variety of wetland wildlife boldly conveys the message the water connects all life on Earth. The graphic shows a variety of wetland types and associated modelled plants and animals. An important message is that wetlands covers a small proportion of the Earth but play such an important role and in supporting life.

Before entering the “Living Wetlands” Gallery, a large interactive exhibit with a globe allows visitors to understand the important areas of wetland biodiversity and spectacular wetland habitats worldwide.

“Living Wetlands” Gallery

As visitors pass through the entrance to this gallery, they immediately become aware of the amazing environment ahead of them. Throughout the gallery, the core ecological principles are presented by graphics, models and touch screens in an entertaining and engaging way.
**Frozen North**

The northern wetland tundra is an area for migrations and adaptations. A central exhibit presents a modelled slice of tundra showing its layers from the spongy surface to the icy permafrost. The physical structure of tundra is explored showing the properties of permafrost. On and below its surface are presented a representative sample of the biodiversity of this region through models and interactives – species include a summer and winter coated Arctic Fox, Arctic Lemmings, different birds nesting on the slice and small plants.

Various adaptations to living on the tundra are shown through a range of interactive exhibits. Above visitors’ head, a body of water is suspended in mid-air representing a tundra pool. Below the water, visitors can see magnified microscopic life and above it modelled mosquito and dragonfly in search of their next meal.

On either side of the tundra slice are stories related to migration and seasonal change. On the back wall, an impressively large map shows the migratory flyways from the Frozen North to other key wetland regions worldwide. Below this are slots on the wall allow visitors glimpses through the changing extreme conditions of the northern wetlands – from cold and dark of mid-winter to the activity of high summer. These are presented through dioramas as they change through the season. Here stories of how creatures adapt to the extremes of climatic changes are intriguingly told.
Against the window are stations related to migration – exhibits shows various bird migratory routes from the Frozen North to other parts of the globe, and other stories of mass migration such as caribou migration and lemmings in huge number searching for food. A migratory challenge game allows visitors to select a species and learn about the number of days it reach the final destination.

The tundra slice structure naturally draws visitors towards the impressive cliff which acts as a gateway to the tropical peat swamp forest beyond.

- **Tropical Swamp**

Visitors can sense the contrast in the comparatively warm environment. Visitors begin their immersive trail through the tropical peat swamp. Steam hovers over the water, plants grow in profusion and water flows over fallen trees. There are signs and sounds of forest animals hiding in the trees and among the plants. At the heart of the scene are model of huge peat swamp tree with their buttress, stilt and roots. An introductory panel informs visitors of where they are in the world and some of the most important aspects of this ecosystem.

Visitor move through the gallery along a gently rising ramp, which allows them to explore the different levels of the forest – underwater, on the ground and in the canopy. The first area features a cutaway view of the swamp showing a forest pool in which a community of fishes, such as Asian Arowana, Giant Gourami and Clown Knifefish. From here, visitors will be able to catch glimpses of the densely foliaged forest, which seems to stretch on far
beyond the confines of the gallery. As visitor walk along the ramp, smaller fish tanks are found to give the sense of being underwater. The Archer Fish and a variety of labyrinth fish are displayed. Adaptations stories feature animal feeding behaviour and how labyrinth fish take oxygen from air.

As visitors move deeper into the forest the ramp rises until they reach a clearing, visitors will get an expansive view with various plant, amphibian and reptiles – represented through live exhibits and models. Live Tomistoma, modelled White-winged Duck, a glimpse of rhino horn, Asian Short Clawed Otter can all be spotted with the help of interactive touch screens guiding visitors on what to look out for and stories about the peat swamp life.

Smaller cylindrical tanks housing fascinating creatures such as frogs, snake, lizard and turtle. Each tells a story of how the creature is adapted to live in the peat swamp forest.

On the top of the ramp, visitor enter the Twilight Swamp where they can explore the adaptation of nocturnal denizens of the swamp forest – mouse deers, bats, scorpions and fireflies.

Visitors leave the Twilight Swamp and enter the lush canopy of the forest. They have the opportunity to glimpse a long view back through the lush green forest, as well as taking in the variety of air plants, such as orchids and basket ferns, models of birds, the hand of an Orangutan.

- **Hong Kong Wetlands**
From the unfettered natural growth of the forest, visitors now enter the contrasting space of the wetlands of Hong Kong – an environment bounded by urban constraints. The towns and cities allow exploring the diversity of wetland wildlife closer to home.

Here, the exhibits owe much to the idea of electronic zoos, using audio visual material, small living exhibits and mini dioramas. Now on an elevated ramp, visitors pass through slides of city structures of Hong Kong to freshwater and coastal wetlands.

The first area features an explosion of cityscape and wildlife images. Visitors can explore the variety of wetland species that are found in the urban area, harbours and drainage pipes. A modelled concrete drainage pipe (i.e. a rat run) displaying the noisy Asiatic Painted Frog and a bird calling game show in details that there is wetland life in the city.

Visitors move into the freshwater area where they can explore the different types of freshwater wetlands, both in natural and man-made. Exhibit panels demonstrate the process of wetland succession and wildlife changes. A live display of Hong Kong Paradise Fish show how they are adapted to live in still and often stagnant water. Visitors will also learn about adaptive behaviour of Rosy Bittering, Green Cascade Frogs, Hong Kong Newt and Three-banded Box Turtles from upper stream to lower stream. A mechanical game shows how a sundew catches and digest insects.

Visitors reach the coastal area where both manmade and natural coastal wetlands can be explored. A mangrove tank exhibits live and modelled plants and animals, such as fiddler crabs and mudskippers. Supporting graphics provide information on adaptive features these species have to living in a brackish wetland.

A mechanical interactive game shows how different shaped bills catch creatures living at different depths in the mud. Feely boxes and tactile life up models show different species that live on the sandy and rocky shore. Stories of mudskippers are also told, supporting graphics and interactive game further shows adaptative behaviour of the species.

**Viewing Gallery**

On top of the ramp, visitors can take a rest at platform seatings in the Viewing Gallery where they can overlook landscape features of the Freshwater Marsh and watch birds using mounted telescopes. Touch-screen monitors help visitors to identify some species.
“Human Culture” Gallery

A range of visual techniques are used to show how the rivers and deltas are the inspiration for civilization and the well spring of human culture. At the entrance, four casts act as focal points for the necessities of life: Food, Water, Health and House & Homes. Each is topped by an interesting show-cased artefact that act as a symbol for each of these themes in traditional Chinese culture, such as a fish-trap for Food, an acupuncturists mannequin for Health, etc.

This gallery’s overall impression is the rich connection of wetlands with our daily life that is vital, meaningful and life-affirming to man.
• **Inspiration**

The gateway to the Inspiration area is a generic temple frontage that will carry projected images of temples. Passing inside, the visitor encounters stories of the water monster “Wuzhiqi” in China and various wetland monsters worldwide. Through interactive games, visitors can also create stunning artistic images of monsters or change themselves to “monsters”. On the niche wall, it is filled with a collage of objects that represents wetlands in myth, folklore, artwork, and painting through stunning artistic images.

As visitors move through this temple to wetland inspiration, they enter a space where they are able to make their own combined wetland musics.

• **Wetland Village**

Visitors enter a portal that visually draws its inspiration to a wetland village. Here they can create a number of wetland animals such as cormorants, buffalos, ducks, crabs, etc., drag the image to the large screen to pour vitality into paddy field and fishpond, support the livelihood of the village.

• **The Journey of Wetlands**

Wetlands are rich in biological resources and closely related to our everyday life. Apart from providing us with freshwater resources, rivers and lakes have sustained agriculture and fisheries. It has made channels available for water transport as well. Wetlands also play a critical part in ecotourism. The unique landscape of rivers, mangroves and coral reefs make ideal destinations for leisure travel and environmental education.

Visitors tap the wetland sceneries or activities on the wall, animations will show and move over the corresponding area, visitors will see images coming to life, making the whole experience magical.

• **Wetland Cinema**

Wetlands Cinema shows a variety of short films. It highlights important messages that traditional knowledge integrates wisdom of our ancestors. It inherits an important concept that the well-being of mankind and the nature is interdependent. It is an important basis for us to manage, wise use and protect biological resources, to ensure these resources are sustainable for use by the future generations.
● **Leisure Zone**

Passing beneath a canopy-like structure, visitors are guided towards the gallery’s central area which is a crossover point to the other four zones, and a game area for parents and children. On each wall partition, there is a game for children to learn about our relationship with wetlands in daily life.

“**Wetland Challenge**” **Gallery**

Through this gallery, visitors will be taken on a tour along a “river”, discovering on their way the threats placed on wetlands from people’s activities. Far from being a gloomy overview of wetlands destined for devastation, stories told through games and interactives show how by making choices in our lifestyles we can help save wetlands and wildlife. A recurring interpretive device within the gallery is Wetland Television (WTV), a make-believe television station that allows visitors to explore these issues.

First visitors walk up a ramp beside the front window with its view over the wetlands. The introductory wall has a selection of stark text statements and a collection of tools and equipment. These give an overview of human’s destructive impact on wetlands through their various activities.

● **Wetland Television (WTV)**

The Wetland Television (WTV) area looks like a busy international television production centre. Meeting the WTV Producer on teleconference computer screens, visitors are invited to become trainee reporters. They can use their entry card as a WTV Press Pass to
operate satellite-link themed computer to send information from various WTV missions as they discover threats to wetland along the gallery’s river. These computers have card readers so that the user is recognized and instructions for the interactive are given in the correct language. Depending on how well they perform in their mission, the WTV Producer gives them feedback and awards them points. Points are accumulated through the gallery, and when they log-on the Pledge Zone at the end of the Gallery, they will receive their final score and performance by e-mail.

**Upper River**

In the Upper River, it themed to look like Canada, a large reservoir has been formed by the construction of a dam. Visitors pass under the reservoir where they learn how construction of the dam has changed the wetlands here, replacing wet woodlands and rural communities with a large reservoir now used by course fishermen and disrupting the movement of wetland animals. The dam is a massive walk-through structure, where visitors find out how it prevents seasonal flooding and water shortage to downstream communities.

Leading off from the dam, visitors can enter the first WTV Mission Zone that represent the control room of the dam. As WTV Trainee Reporters, they discover the effects dams have on a watercourse by using interactives, such as the dam’s main control console and CCTV monitors, and exchange information they learn with the WTV Producer to earn points. Behind the WTV Mission Zone is the WTV Global Gallery, where maps and film clips show the enormous scale of effects real dams have on wetlands around the world.

Visitors follow the emerging watercourse until they come across a forest of dead trees and felled logs. Amidst this eerie set, interpretation and interactives explain the problems of acid rain and deforestation. Solutions are also presented, such as push-button game where players identify causes of acid rain and things they can do to reduce it.

**Middle River**

Emerging from the forest, visitors enter the middle river with a South American theme. The flow of the watercourse here is interrupted by an assemblage of product packing. This includes the bags that peat and gravel are found in, a pack of drinks cans and a box of electrical appliance. By looking into these containers, visitors discover screen showing the devastation to wetlands caused by mining for materials used in each product, such as peat, gravel, tin, aluminum and copper.
To find out more about mining, visitors can enter the second WTV Mission Zone where the impact of a particular mining operation is depicted in a model set. As WTV Trainee Reporters, they use cameras to take pictures of the model. By pressing the camera shutters, they receive information on the issue they have photographed, such as ore processing chemicals going into a stream. Trainee reporters have to decide whether the details they photograph are good or bad, to be used in a programme about mining but have to be quick before the mine guard stops them from shooting.

Resuming their journey down the river, visitors are presented with exhibits on the impact of tourism, over-hunting and the introduction of alien species. They can build their own holiday and learn how wrong choices can result in damage to wetlands and their wildlife. In the over-hunting exhibit, visitors discover how many of the items available from the market come from wetland species. For example by passing fashion or animal items under an analyser, visitors see the wetland animal provide fur, skin, food or medicine.

- **Lower River**

At this point the water course has broadened. Graphics and backdrop projections indicate that this is the lower reaches of a European River. The first problem is industrial pollution, which is entering the river through a discharge pipe. Tracing the pipe back leads visitors to the third WTV Mission Zone where they enter a factory set to examine the various ways industry pollutes wetlands, including chemical discharges, heated cooling water and noise pollution.
The intensive farming exhibit enable visitors to compare modern intensive farming with more wetland-sensitive traditional techniques. To illustrate the amount used by just one person, a touch panel asks questions relating to water-consuming activities visitors may have done. A display of everyday items, such as a newspaper, a pair of jeans and a bottle water give the amount of water used to produce each.

* Estuary

![Image of Estuary exhibit]

Visitors go down the ramp that takes them down through the Estuary area.

This is a graphic and projections, which indicate it is an estuary in Asia on which a large city has grown with skyscrapers and wealthy apartments out to shanty areas. In the WTV Mission Zone, visitors use simulators to drive the WTV News Van around the city. The objective is to report on the amount of resources used by different people’s lifestyles.

The Protect our Planet game highlights how humans exploiting the natural environment to obtain natural resources and land. The Water Drop-less games highlights that freshwater resources are precious. Visitors join adventure tours to various parts of the Earth to learn about how to use water wisely.

* Coast

As the ramp attain the level of lower gallery space, it passes through mangroves that has been partially destroyed by encroachment of the city. The trail leads along the base of a pier to the WTV Coastal Mission Zone. In this last mission, trainee reporters use scuba
scotter simulators to navigate through a harbour out to a protected coral reef to photograph an illegal fishing boat. En route they dodge toxic pollution, dense mats of algae and silt, drifting fish gear, and explosives used in dynamite fishing. If they survive long enough they make it to the coral reef and surface to photograph the illegal fishing, which scares the boat away.

Alongside the pier, float leaky oil drums while plastic bags and sanitary products drift half submerged. As the water depth increases, visitors pass by drifting fishing gear left by careless fishermen which have trapped marine animals.

Visitors then walk through a coral reef where they discover different threats. First silt and pollution has killed part of the reef. In another area the reefs are brightly glowing but by touching them or by inappropriate fishing method, they stop glowing and become dull and lifeless. Accompanying interpretation explains that corals need light to survive and that careless drivers and boat users can cause great damage to these fragile animals. Beyond this, at the opposite side is a protected marine park. Interpretation explains that this is as important for people as it is for wildlife, as many commercial species can recover in these save havens to be exploited sustainably elsewhere.

- **Pledge Zone**

The Pledge Zone at the end of the lower gallery serves two purposes. Firstly as a debriefing zone to WTV Trainee Reporters who have taken part in the WTV Missions. Secondly for visitors to learn about what messages that they can do in their daily life, by reading more stories on forest, water resources, sea turtles and coral reefs.

WTV Terminals allow Trainee Reporters to log on and receive their final score from their
missions from the WTV Producer. They are also congratulated on how well they have done.

Overhead, a projected show reminds visitors of the natural beauty of wetlands, which we need to preserve, before they go out to enjoy the natural landscape of the park. Orientation leads visitors either back to the Visitor Centre, Indoor Play Area (Swamp Adventure) and the Wetland Reserve.

**Indoor Play Area**

The Indoor Play Area “Swamp Adventure” aimed at younger children and families. The adults relax while the kids can run around. It is an adventure playground with three modelled trees connected to each other by rope bridges. Children can crawl through tunnels and climb up the trees and platforms where children can whiz down tree-shaped slides back to the ground, as well as play with speaking tubes. The overall feel of this area is of exuberant fun.

![Indoor Play Area Image]

**Wetland Reserve**

Visitors can explore for animals and plants in the Wetland Reserve. Oriental of the outside trails and buildings is provided by orientation maps and finger posts. Interpretative signs with QR code can be found along the trails. Themes of the signs include dragonflies and damselflies, reptiles and amphibians, birds, aquatic plants, wetland crops, life in ponds, alien species, butterflies, plants as well as green architecture.
• **Stream Walk**

As visitors walk up the Waterfall Arena along the Stream Walk, they follow the orientation map directing them to the Wetland Reserve to look for plants and animals. The Waterfall Arena is a meeting point for guided tours on weekend and public holidays. Visitors can also site and admire the waterfall.

The first pavilion at the lower cascades of the waterfall has simple sliders and graphics explaining how life battles the fast current in upstream. The second pavilion on a loop of the water course deals with the incredible diversity of life in a slow-moving water. The last staging platform looks at life in open water. At each stop of the Stream Walk, visitors can spot “signs of life” such as footprints of animals or other models that indicate other animals “visited” the water course. Illustrated field notes with photos at each area tell seasonal stories such as the diversity of aquatic animals or aquatic vegetation, and how they adapt to the environment.

• **Succession Walk**

A boardwalk over open water takes visitors along the Succession Walk. Signs, graphics with photos enable the visitors to interpret the plant and animal species present as the habitat changes from open water, through submerged plants, floating-leave plants, emergent plants, to finally wet woodlands.
- **Wetland Discovery Centre**

The main part of Wetland Discovery Centre is divided into two multi-purpose spaces Wet Lab and Life Lab, which serve as outdoor classrooms and laboratory for visitors, tours and school groups. It also serve as refreshment area in the hot summer months.

The Wetland Discovery Centre is designed in form of a water pavilion, it has seating under the veranda so visitors can take a rest and enjoy the view onto open water section of the Succession Walk.

The Web Lab is a classroom for visitors to learn about wetland organisms and adaptative features, as well as food from wetlands such as agricultural crops and oyster. The lab is divided into three zones with animal enclosures, interpretation corners and game corners.

The Life Lab is a thematic classroom for visitors to learn about mangrove organisms. There is an education corners for on-site interpretation and promote thematic activities.

The Wetlands at Work is a combination of wetland farmland, fishpond and pavilion with education panels. It tells the story of traditional wetland farming, including rice paddies, *gei wai* and fishponds. Interpretation also include the unique wildlife communities which rely on wet farmlands.
• **Life Zone**

Visitors can explore the diversity of life in a pond and the principles of ecology. School tours can also conduct pond dipping and take a closer look at the pond-dip catch of the day. Visitors can also learn about aquatic plants and organisms through the interpretation panels.

• **Mangrove Boardwalk**

Interpretation panels are installed along the floating boardwalk to explain what mangroves are, and the amazing adaptations made by plants and animals that live there.

• **Wildside Walk**

Visitors continuing their journey to the Wetland Reserve will experience delights of nature. Interpretation will be in form of field-notes, graphics and photos which help visitors to identify the species and their relationship with the habitats. Orientation maps are provided in several places to guide visitors to continue to explore or return to the Visitor Centre.

• **Riverside, Fishpond and Mudflat Hide**

There are excellent opportunities to watch different species of birds from bird hides. The tidal river, fishpond and *gei wais*, and tidal fishpond are seen from the Riverside, Fishpond
and Mudflat Hide respectively. The bird hides have bird identification graphics and each contains graphics depicting identification features. In Fishpond Hide, there is an exhibition on the history of fishponds in Inner Deep Bay area.

● **Return Route**

There are interpretation panels show the type of plant species, and some of them shows relationship with wildlife. Visitors can view the Freshwater Marsh through apertures installed on hides / fences along the banking, or from the two Viewing Pavilions. They can also enjoy the graphics and bird models showing plants and animals of the surrounding habitats.

**Exit**

As visitors leave Hong Kong Wetland Park, there are graphics / illustrations which thank them for their visit, and encourage them to return.
Schedule 3
Price Proposal
for
Tender for the Provision of Services
on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park

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

Part I – Essential Items

(A) Rates for Provision of Services *

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Amount (HK$)</th>
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<td>Provision of Services on Review and Design of Exhibition Facilities of the Hong Kong Wetland Park</td>
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(B) Payment Schedule @ # (please refer to Clause 9 of the General Conditions of Contract)

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<th>Payment (HK$)</th>
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<tr>
<td>Phase I: User Research, Exhibit Concept Plan and Practical Design Plan</td>
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<td>Phase II: Exhibition Design Development</td>
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<tr>
<td>Phase III: Detailed Exhibit Design and Drawings</td>
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<tr>
<td>Phase IV: Tender Documentation</td>
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Note:
1.  * Contract Price will be assessed on the basis of the Total Amount quoted by the Tenderer in this Schedule.
2.  @ The amount payable in respect of each Phase would be set as the Total Amount divided by four if the Contractor does not specify otherwise.
3.  # The charge shall be inclusive of ALL necessary costs for completion of the services under acquisition. Suppliers shall provide cost breakdown for reference.

(a) For avoidance of doubt, the Contract Price shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services, including the costs and expenses incidental to the attendance of meetings, the participation of presentation and briefings, the licence fees and / or royalties payable by the Contractor in connection with the permitted use of any third party Intellectual Property Rights in the performance of the Services, including the preparation of the Deliverables, the effect and maintenance of the Insurance (Clause 18 of General Conditions of Contract) and the appointment or engagement of the Exhibition Design Team, other out-of-pocket expenses such as travelling expenses, air passages, local subsistence allowance for expatriates and others, postage, international telephone calls, facsimile and internet connection expenses, office and hotel accommodation, secretarial support, copying and printing charges and computer facilities that may be incurred by the Contractor in carrying out the Services. The Contract Price shall also include any fees, costs and disbursements that may be incurred by the Contractor in appointing or engaging any sub-subcontractors, advisers, experts or others to provide any part or parts of the Services or to advise or assist in relation thereto.
(b) For avoidance of doubt, no fee, cost, charge or disbursement whatsoever in addition to the Contract Price shall be charged by the Contractor or payable by the Government in respect of the Services (whether in respect of sub-contracting or otherwise) without prior written agreement of the Government.

Authorised Signature and Company Chop : ________________________________

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

Name of Supplier in English (in Block Letters) : 

Tel. No. / Fax No. : _____________ / ____________________

Date : ________________

Tender Reference: AFCD/WP/02/19

Schedule 3 – Price Proposal
Part II -- Optional Items

Project management

Amount payable in respect of each task **

<table>
<thead>
<tr>
<th>For the completion of each of the following phase</th>
<th>Payment (HK$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase V: Integrated Prototype Design Work</td>
<td></td>
</tr>
<tr>
<td>Phase VI: Manage Exhibit Fabrication and Installation</td>
<td></td>
</tr>
<tr>
<td>Phase VII: Manage Installation and Warranty Monitoring</td>
<td></td>
</tr>
</tbody>
</table>

Note:
1. The amount quoted at optional items under Part II would NOT be considered in the evaluation stage.
2. The Government is not bound to award the optional item together with the general requirements as stated at Service Specification to the Contractor.

Authorised Signature and Company Chop : ________________________________

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

Name of Supplier in English (in Block Letters) : ________________________________

Tel. No. / Fax No. : ________________________________ / ________________________________

Date : ________________________________
Schedule 4

Work Plan, Management Plan, Quality Assurance and Contingency Plan
(please complete and insert into the “Technical Proposal Envelope”)

Part A
Tenderers are required to provide in detail Work Plan, Management Plan, and Quality Assurance and Contingency Plan for this Contract in Schedule 4. The plans are suggested to cover the aspects listed below. It should have regard to the technical assessment criterions 1 to 4 in Stage 3 of the Marking Scheme in Annex B of the Tender Document. Tenderers may also include other materials as appropriate to facilitate consideration of their offer by the Government.

1. Work Plan

(a) Practical work flow of this Contract shall include the following key milestones:
   (i) the Contract will be awarded in late 2019 after the completion of tender exercise; and
   (ii) the detailed exhibit design shall be completed in mid-2021.

Preliminary schedule of each phase to fulfil the Services shall include reasonable time frame for the followings:
   (i) user research (e.g. visitor surveys, staff surveys, site visits, etc.);
   (ii) different design stages;
   (iii) preparation of tender and specification documents;
   (iv) site enhancement work with due consideration to the site constraints;
   (v) exhibit installation; and
   (vi) flexibility to overcome unforeseeable problems.

(b) Approach in user research and information review to deliver the Exhibit Design;

(c) Arrangement to deploy facilities including but not limited to computer hardware and software, equipment, materials, and/or tools for the Services (Tenderers should state whether they are already in possession of each item before commencement of the Services);

(d) Innovation element
   (i) Innovation plan to the proposed contents and themes in the Exhibit Design Proposal;
   (ii) At least three (3) innovative suggestions/value-adding elements to be given to each types of plans as follows:
      (1) Type I: Innovative plan which are considered effective and practicable, which may not necessarily be technology-related, bringing benefits in improving the delivery of the Services (for example, innovative means of presentation, innovation use of unique features and characteristic of the site; techniques to create
experience that resonates with diverse audience; and saving of manpower resources for delivery of visitor services).

(2) Type II: Innovative plan which can bring about positive values or benefits to the Government or public at large (for example, promote cultural heritage in wetland environment; promote wetland conservation; and encourage public participation).

(iii) Tenderers should highlight the proposed innovative suggestions/value-adding elements and explain clearly the benefits/positive values that their proposed innovative suggestions can bring about in their submissions to facilitate tender evaluation. They may also be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions.

2. Management Plan

(a) Manpower structure, portfolio of the Exhibit Design Team and time allocation of core members towards the different stages of this Services;

(b) Mechanism to conduct staff pre-employment background checks;

(c) Arrangement to supervise the performance of Contractor Personnel and resources deployment;

(d) Technical support from professionals, for example, architect(s), structural engineer(s), surveyer(s) and building service specialist(s) engaged by the Contractor to enhance the Services in relation to overall environmental element, building structure and facilities to achieve the design intent;

3. Quality Assurance and Contingency Plan

(a) Approach to ensure effective communication among Contractor Personnel, Government departments and other relevant parties so as to maintain high quality service; and approach to address feedback from the Government Representative;

(b) Approach to improve work efficiency for the Services;

(c) Compliance with museum standard, mechanism to ensure that the Services will comply with the prevailing ordinances, guidelines and best practices;

(d) Replacement of key personnel in case of any reasons;

(e) Availability of additional resources under contingency/emergency situations.

(f) Awareness of the potential exhibit fabricators available in the market for exhibit fabrication services*; and
(g) Approach to keep track of market prices and make realistic cost estimates*

(h) A staff code of conduct include essential probity requirement, for example, prohibition on offering advantages and management of conflict of interest.

[Remarks:
* Tenderers should note that successful Tenderer and his staff for this Contract:
  (1) shall not be the Contractor who undertakes the fabrication services contract for the Exhibit Design; or
  (2) will be debarred from bidding the fabrication services contract as specified in Part C under Service Specification in Part 4, and in Clause 15(c) of the General Conditions of Contract.]
Schedule 4

Work Plan, Management Plan, Quality Assurance and Contingency Plan

(Note: If there is not enough space, please make photocopy of this sheet)

Part B:

1. Work Plan

Signed by an Authorised Signatory for and on behalf of the Tenderer: __________________________
Name and Title of Person Authorized to Sign (in Block Letters): __________________________
Name of the Tenderer in English (in Block Letters): __________________________
Tel. No. / Fax No.: __________________________ /
Date: __________________________
Schedule 4

Work Plan, Management Plan, Quality Assurance and Contingency Plan

(Note: If there is not enough space, please make photocopy of this sheet)

Part B:

2. Management Plan

Signed by an Authorised Signatory for and on behalf of the Tenderer:
Name and Title of Person Authorized to Sign (in Block Letters):
Name of the Tenderer in English (in Block Letters):
Tel. No. / Fax No.:
Date:
Schedule 4

Work Plan, Management Plan, Quality Assurance and Contingency Plan

(Note: If there is not enough space, please make photocopy of this sheet)

Part B:

3. Quality Assurance and Contingency Plan

Signed by an Authorised Signatory for and on behalf of the Tenderer:

Name and Title of Person Authorized to Sign (in Block Letters):

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

Tel. No. / Fax No.:

Date:
Schedule 5

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

Background of Tenderer

In accordance with Clause 2 of Marking Scheme in Annex B, Tenderers are required to provide the following information –

1. (a) Name of Tenderer: [ ] (in English)  [ ] (in Chinese)

Registered address:

Telephone Number:

(b) Shareholders of the company:

(c) Names and residential addresses of the following, where appropriate major directors

(d) A copy of the Memorandum and Articles of Association, Certificate of Incorporation, or other documents evidencing business status:

(e) A photocopy of the current Business Registration Certificate. The Certificate should bear a machine printed line to show that full registration fee has been effected.
2. Present Business:

3. Particulars of Company (Please attach copies of the latest audited or certified financial statements of the company):

   (a) Year of Establishment:  
      (i) Ownership:  
      (ii) If a subsidiary, name of parent company:  

   (b) No. of Staff:  

   (c) Liability:  

   (d) Capital  
      (i) Authorized Capital : (as at )  
      (ii) Issued Capital : (as at )  
      (iii) Paid up Capital : (as at )  

   (e) Net Worth (i.e. Total Assets - Liabilities):  
      HK$ (as at )
4. Please provide contact person(s) in the event of any queries relating to the tender offer:

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Title:</td>
</tr>
<tr>
<td>Telephone No.:</td>
</tr>
</tbody>
</table>

I/We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. I/We understand that if any of the information contained in this Clause is found to be incorrect, my/our tender will not be further considered, or my/our Contract will be terminated in accordance with Clause 13 of the General Condition of the Contract if I am/we are awarded the Contract.

Signed by an Authorised Signatory for and on behalf of the Tenderer:

Name and Title of Person Authorized to Sign (in Block Letters): ________________________________

Name of the Tenderer in English (in Block Letters): ________________________________

Tel. No. / Fax No.: ________________________________ / ________________________________

Date: ________________________________
Appendix I

Details of Bank Account for Payment

1. Name of Bank: ________________________________

2. Address of the Branch of the Bank with which the Account was opened: ________________________________

3. Name of Account Holder: ________________________________

4. Bank Account Number: ________________________________
Appendix II

Part I

Method of providing the Contract Deposit

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

* Delete as appropriate.
Appendix II

Part II

Form of Banker’s Guarantee

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

In favour of

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

WHEREAS

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

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

Now this Guarantee executed as a deed witnesses as follows:

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

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

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

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

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

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.
(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

(a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);

(b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;

(c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;

(d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;

(e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;

(f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;

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

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

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

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

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

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

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

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

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

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

(b) upon the Guarantor, at ____________________________________________________________
__________________________, Hong Kong, marked for the attention of ___________________________, facsimile number ______________.

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

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

(15) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.
IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/Seal*] of the said Guarantor was hereunto affixed and signed by .................................................................

[Name & Title] (duly authorised by its board of directors in the presence of)

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

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

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

* Please delete as appropriate

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

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

To: Agriculture, Fisheries and Conservation Department

Dear Sir/ Madam,

Non-collusive Tendering Certificate

1. I/We, (name of the Tenderer) of (address(es) of the Tenderer(s)) refer to the Government’s invitation to tender for the Contract (“Invitation to Tender”) and my/our Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:

   (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;

   (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:

       i) prices;

       ii) methods, factors or formulas used to calculate prices;

       iii) an intention or decision to submit, or not submit, any Tender;

       iv) an intention or decision to withdraw any Tender;

       v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;

       vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and

       vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.
3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:

(a) the Government;

(b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;

(c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

(d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;

(e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;

(f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and

(g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 12(a) of the Terms of Tender, the Government may exercise any of the rights under Clause 12(c) to 12(e) of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

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

Name of the authorised signatory (where applicable):

Title of the authorised signatory (where applicable):

Date:

____________________________________
Schedule 6

Experience of Nominated Staff
(Please complete and insert into the “Technical Proposal Envelope”)

Remarks to Tenderer:

1. In proposing the nominees for Project Director and Design Director(Note 1) to be responsible for this project in Part A and B in this Schedule 6. The Tenderer must have regard to the technical assessment criteria 5 and 6 in Stage 3 of the Marking Scheme in Annex B of the Tender Document. The more experience a nominated Project Director / Design Director has, the higher mark will be awarded.

2. Project Director

   (a) Please provide relevant museum exhibitions(Note 2) provided by the proposed Project Director (in chronological order of time of completion of assignment).

   (b) Services of relevant museum exhibitions provided by the Project Director must cover the entire process from their initial design to their official opening.

   (c) Tenderers shall propose only one Project Director. If more than one Project Director is proposed, only the one with the most years of experience in aggregate in providing Design Project Management Services(Note 2) for museum exhibitions will be assessed under Technical Assessment in Stage 3 of the Tender Evaluation.

3. Design Director

   (a) Please provide relevant museum exhibitions(Note 2) provided by the proposed Design Director (in chronological order of time of completion of assignment).

   (b) Services of relevant museum exhibitions provided by the Design Director must cover the entire process from their initial design to their official opening.

   (c) Tenderers shall propose only one Design Director. If more than one Design Director is proposed, only the one with the most years of experience in aggregate in providing exhibit design services(Note 2) for museum exhibitions will be assessed under Technical Assessment in Stage 3 of the Tender Evaluation.
4. Assessment will be solely based on the information as stated by the Tenderer in its Tender as at the Tender Closing Date, as the case may be provided that the information so stated is true, accurate and complete. Without prejudice to any rights and claims the Government may have, the Government may not consider information on the Tenderer’s past experience as stated by the Tenderer which is untrue, inaccurate or incomplete.

5. Tenderers must submit with its Tender information on the experience of the proposed Project Director and Design Director as require in this Schedule 6. Documentary proof (e.g. copy of agreement, contract, completion certificate, client reference letter, etc.) must be provided by the Tenderer to substantiate the experience claimed in this Schedule 6 by the Tender Closing Date or within a time frame as specified by the Government. Otherwise, the experience will not be taken into account.
Part A – Experience of the Project Director

(1) Years of Experience in providing Design Project Management Services

<table>
<thead>
<tr>
<th>Employment Period (dd/mm/yyyy)</th>
<th>Position</th>
<th>Name of Employer</th>
<th>Please tick “✓” if documentary proof is submitted(Note 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
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</table>

(2) Relevant Museum Exhibition Experience(Note 3) of the proposed Project Director

<table>
<thead>
<tr>
<th>Name of the Museum Exhibition (Note 2)</th>
<th>Position</th>
<th>Exhibition Display Period (dd/mm/yyyy)</th>
<th>Exhibition Area (m²)</th>
<th>Please tick “✓” if documentary proof is submitted(Note 4)</th>
</tr>
</thead>
<tbody>
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</table>

Name of the Tenderer in English (in Block Letters): ________________________________
Date: ________________________________

(Note 1) Use additional sheets if space is not enough.
(Note 2) Museum Exhibition
(Note 3) Relevant Museum Exhibition Experience
(Note 4) Please tick “✓” if documentary proof is submitted.
## Part A – Experience of the Design Director

### (1) Years of Experience in providing Exhibit Design Services

Name of proposed Design Director: ____________________________
Aggregate years of relevant experience\(^{(Note 3)}\): ________________________

<table>
<thead>
<tr>
<th>Employment Period (dd/mm/yyyy)</th>
<th>Position</th>
<th>Name of Employer</th>
<th>Please tick (\checkmark) if documentary proof is submitted(^{(Note 4)})</th>
</tr>
</thead>
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<td>From</td>
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</table>

### (2) Relevant Museum Exhibition Experience \(^{(Note 3)}\) of the proposed Design Director

<table>
<thead>
<tr>
<th>Name of the Museum Exhibition (^{(Note 2)})</th>
<th>Position</th>
<th>Exhibition Display Period (dd/mm/yyyy)</th>
<th>Exhibition Area (m(^2))</th>
<th>Please tick (\checkmark) if documentary proof is submitted(^{(Note 4)})</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>From</td>
<td>To</td>
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Name of the Tenderer in English (in Block Letters): __________________
Date: __________________________________________

(Use additional sheets if space is not enough)
Note

1 A Tenderer must propose one (1) Project Director and one (1) Design Director who must:

(a) each have an aggregate of at least 10 years of full-time experience in providing their respective services in the past 15 years immediately before the Tender Closing Date; and

(b) each have experience in providing their respective services for at least two (2) Museum Exhibitions (as defined below) throughout the entire process from the initial design to the official opening in the past 15 years immediately before the Tender Closing Date.

2 Meaning of terms used this Schedule 6 are as follows:

(i) “Exhibit Design Services” means design services for museum exhibition project throughout the entire process from the initial design to the official opening as defined in Clause 1 of the Interpretation.

(ii) “Museum Exhibition” means an exhibition for a museum (as defined in Clause 1 of the Interpretation) which has (1) exhibition galleries and exhibition facilities with size of display area similar to that of the Hong Kong Wetland Park (Schedule 2); and (ii) has been fabricated, installed and displayed to public for at least six (6) months within past fifteen (15) years immediately before the Tender Closing Date.

Museum exhibitions for this purpose do not include exhibitions at zoos, botanical gardens, corporate showrooms / centres, shopping malls, visitor information centres, public transport stations, airports, piers, Expos or equivalent.

(iii) “Design Project Management Services” means project management services for museum exhibition project throughout the entire process from initial design to official opening, covering at least the following aspects in relation to exhibit design: consideration with all the parties concerned (including museum, other contractors of the project, suppliers and work agents, etc.), overseeing the interfacing of works by various contractors or work agents, and monitoring the work quality, scheduling and the cost of different tasks.

3 The following rules will be adopted for counting the claimed aggregate years of experience:

(a) The year of service in different companies / positions in the relevant field could
be accumulated. The years of experience under different employment contracts will not be double-counted for those overlapping periods.

(b) The required years of experience is to be counted in days. For example, “an aggregate of at least 10 years” for exhibit design management services is equivalent to have accumulated no less than 3,650 (i.e. 365 days/year x 10 years) days prior to the Tender Closing Date under a single contract or different contracts.

(c) The experience under different employment contracts with overlapping periods is to be counted in accordance with the following example:

<table>
<thead>
<tr>
<th>Contracts</th>
<th>Contract Period</th>
<th>Contract period without overlapping with another contract</th>
<th>No. of days counted for accumulated experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>9.3.2005-1.4.2009</td>
<td>9.3.2015-1.4.2009</td>
<td>1,484 days</td>
</tr>
<tr>
<td>C</td>
<td>1.4.2014-31.3.2015</td>
<td>16.4.2014-31.3.2015</td>
<td>349 days</td>
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<tr>
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<td></td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>4,983 days</td>
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</tbody>
</table>

Please note that if a Tenderer had not ticked any box, it would be deemed that the tenderer has submitted documentary proof for the claimed experience.
Schedule 7

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

Tenderer’s Reference Projects

Remarks to Tenderers:

1. Tenderers shall provide information on at least two (2) Reference Projects in two (2) different countries for museum exhibitions with science- and nature-related themes designed by the Tenderers, with management of exhibit fabrication and installation of such galleries also undertaken by the Tenderer within the fifteen (15) years counting back from the Tender Closing Date.

2. Tenderers shall note that the exhibition and display area of the two (2) Reference Projects shall preferably close to that of the HKWP in Schedule 2. The previous HKWP project shall NOT be included in submission.

3. The Tenderer must have regard to the essential requirements set out in accordance with technical assessment criterion 7 in Stage 3 of the Marking Scheme in Annex B of the Tender Document.

4. In case more than two Reference Projects have been provided, only the two Reference Projects held in different countries with exhibition areas closest to that of HKWP will be assessed under Technical Assessment in Stage 3.

5. Assessment on a Tender in compliance with the experience requirements stipulated in this Schedule 7 will be solely based on information as stated by the Tenderer in its Tender as at the Tender Closing Date, as the case may be provided that the information so stated is true, accurate and complete. Without prejudice to any rights and claims the Government may have, the Government may not consider information on the Tender’s past experience as stated by the Tenderer which is untrue, inaccurate or incomplete.

6. Tenderers are required to provide documentary evidence (e.g. copy of agreement, contract, completion certificate, client reference letter, etc.) to substantiate the past experience claimed in this Schedule 7 as at the Tender Closing Date. Otherwise, the experience claimed will not be taken into account.
## Project Reference for Museum Exhibitions

<table>
<thead>
<tr>
<th>Period of the Museum Exhibition (dd/mm/yyyy)</th>
<th>Exhibition area (m²)</th>
<th>Name of Museum Exhibition</th>
<th>Address of the Exhibition Venue</th>
<th>Reference Name and Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
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**Remarks:**
- a. Exhibit list, photos, video or show drawing, etc. shall be provided.
- b. Documentary evidence shall be provided.

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

Date: 

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Tender Reference: AFCD/WP/02/19

(Use separate sheets if space is not enough)