

QUOTATION REF.: PLNQ 43/2012

STAGE TWO PUBLIC ENGAGEMENT PROGRAMME OF URBAN RENEWAL PLAN FOR KOWLOON CITY

PART I

TERMS OF QUOTATION

INTERPRETATION

In this document and the invitation to Quotation, unless the context otherwise requires:

- “Bidder” means the firm or the organisation referred to in the Guidelines for Submission of Technical and Fee Proposals;
- “Consultants” means the Bidder whose Quotation is accepted;
- “Contract” means the Terms of Quotation, General Conditions of Contract, Assignment Brief, agreed Technical and Fee Proposals, and Letter of Acceptance;
- “Contract Price” means the price payable to the Consultants by the Government under this Contract for the full and proper services carried out by the Consultants of its obligations under the provisions of this Contract;
- “Director’s Representative” means the Assistant Director/Metro of Planning Department or such other person authorized to act for and on behalf of the Director of Planning for the purposes of the Contract;
- “Government” means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
- “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;
- “Inspecting Officer” means the officers appointed by the Director’s Representative for the purpose of inspecting the services performed in pursuance of the Contract;

“Month”	means calendar month;
“Quotation Closing Date”	means the latest date (Hong Kong time) by which Quotations must be lodged;
“Schedule”	means the schedule attached to the Invitation to Quotation; and
“Services”	means all the services and ancillary works to be provided by the Consultants pursuant to this Contract.

1. Invitation to Quotation

Quotations are invited for the execution of the whole of the Services set out in the Assignment Brief for the Assignment subject to and in accordance with these Terms of Quotation at **Part I** and the General Conditions of Contract at **Part II**.

2. Quotation

- (a) The Quotation relates to the execution of all (or any part) of the Services during the Contract period as specified in the Assignment Brief.
- (b) The Assignment Brief issued with the Quotation must not be altered by the Bidder. Any modification of the Assignment Brief considered necessary by the Bidder should be the subject of a separate letter accompanying the Quotation. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Bidder in ink.
- (c) Quotations may not be considered if complete information is not given with the Quotation or if any particulars and data asked for in the Assignment Brief and the Guidelines for Submission of Technical and Fee Proposals are not furnished in full.

3. Quotations to Remain Open

Quotations shall, unless otherwise indicated by the Bidder, remain open for not less than 90 days after the Quotation Closing Date. If Bidders are unable to comply with this requirement, they must clearly state the period for which their

Quotation is valid for acceptance in the space provided in the Invitation to Quotation. If before the expiry of the agreed validity period their offer is withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a Government supplier.

4. Charges

- (a) The charges to be quoted by Bidders are to be shown in Hong Kong dollars. Such charges shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Consultants. The charges to be quoted by the Bidder must only be shown on the Fee Proposal provided in the Invitation to Quotation.
- (b) If, at the request of the Consultants, assistance of any Government staff is provided after normal working hours (i.e. Mondays to Thursdays, inclusive, 9 a.m. to 5:45 p.m., Fridays, 9 a.m. to 6 p.m.; Saturdays, Sundays and public holidays excluded), the Consultants will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.
- (c) Prices quoted

It will be assumed, unless Bidders clearly stipulate otherwise, that their Fee Proposals will remain valid for the duration of the Contract. Therefore no request for price variation will be considered. If, however, a Bidder wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula should be clearly stipulated and accepted by the Government in writing. The conditional offer to be quoted by the Bidder must only be shown on the Fee Proposal in the Invitation to Quotation.

- (d) Accuracy of Quotation Prices

Bidders should make certain the prices quoted are accurate before submitting their quotations. Under no circumstances will the Government accept any request for price adjustment on grounds that a mistake has been made in the Quotation prices.

5. Acceptance

The successful Bidder will receive a Letter of Acceptance as an indication of award of the Contract. This Letter of Acceptance together with the submitted Technical and Fee Proposals, Terms of Quotation, General Conditions of Contract, and Assignment Brief shall constitute a binding contract. Bidders who do not receive any notification within the validity period of their offer shall assume that their Quotations have not been accepted.

6. Alternative Proposals and Negotiation

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

7. Saving

The Director's Representative is not bound to accept the lowest or any Quotation and reserves the right to accept all or any part of any Quotation at any time within the period mentioned in Clause 3 hereof.

8. New Information Relevant to Qualified Status

Bidders should inform the Government in writing immediately of any factor which might affect their qualified status as a registered supplier with the Government, or as a qualified supplier for a particular service. The Government reserves the right to review their qualified status in the light of any new information relevant to their qualification.

9. Illegal Workers

- (a) The Consultants undertake not to employ illegal workers in the execution of any Government contracts. Should the Consultants be found to have employed illegal workers in breach of this undertaking, the Director's Representative may, on behalf of the Government, by notice in writing, terminate the Contract and the Consultants are not entitled to claim any compensation.
- (b) The Consultants shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract.

10. Personal Data Provided

- (a) Bidder's personal data provided in the Quotation will be used for the purposes of the Invitation to Quotation and all other purposes arising from or incidental to it (including for the purposes of quotation evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Quotation). If insufficient and inaccurate information is provided, the Quotation may not be considered.
- (b) Bidder's personal data provided in the Quotation may be disclosed to the parties responsible for Quotation evaluation in other government departments and non-government organisations.
- (c) Bidders have the right of access and correction with respect to 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 Law of Hong Kong). The right of access includes the right to obtain a copy of the Bidder's personal data provided in the Quotation.
- (d) Enquiries concerning the personal data collected by means of the Quotation, including the making of access and corrections, should be addressed to Personal Data Privacy Officer of the Planning Department.

11. Consent to Disclosure

- (a) The Government shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the successful bid, without any further reference to the successful Bidder, the name and address of the successful Bidder, description of services and the fees, costs, and expenses payable by the Government for engaging the successful Bidder; and the fee proposal submitted by the successful Bidder.
- (b) Bidders shall complete, execute and deliver to the Government a Consent to Disclosure in the form enclosed in **Annex A of Part I** together with the Quotation.

12. Consultants' Performance Monitoring

Bidders are advised that should they be awarded the Contract their subsequent performance will be monitored and may be taken into account when their future Quotations are evaluated.

13. Cancellation of Quotation

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

14. Bidder's Enquiries

- (a) Any enquiries from the Bidders concerning the terms and conditions of Quotation up to the date of lodging the Quotation with the Government shall be submitted in writing to:

Director of Planning,
18/F, North Point Government Offices,
333 Java Road, North Point,
Hong Kong.

(Attn.: Miss Connie H.C. HUNG)
Facsimile: (852)-2116 0466
Email: chchung@pland.gov.hk

- (b) Any other enquiries from Bidders relating to the Assignment Brief of Part III up to the date of lodging the Quotation with the Government shall be in writing and shall be made to:

Director of Planning,
27/F, Tsuen Wan Government Offices,
38 Sai Lau Kok Road, Tsuen Wan, N.T.
Hong Kong.

(Attn.: Ms. Sandy S. K. NG, Senior Town Planner/District Urban Renewal Forum)
Facsimile: (852)-3104 0241
Email: sskng@pland.gov.hk

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

ANNEX A of PART I - CONSENT TO DISCLOSURE

To: The Government of the Hong Kong Special Administrative Region

**STAGE TWO PUBLIC ENGAGEMENT PROGRAMME OF
URBAN RENEWAL PLAN FOR KOWLOON CITY**

We, _____, hereby irrevocably authorise, consent and agree that if the Government of the Hong Kong Special Administrative Region (“Government”) agrees to engage us to carry out the captioned services, the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to us, disclose to any person in such form and manner as the Government deems fit –

- (a) information on our bid, including our name and address, description of services;
- (b) the fees, costs and expenses payable by the Government for engaging us; and
- (c) the fee proposal submitted by us on _____(date).

We hereby waive and forego our right, if any, to make any claims against the Government for any losses, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in consequence of such disclosure by the Government.

Dated this _____ day of _____ 2012.

* SEALED with the Common Seal of

(company/institution name) (affix common Seal of the company/institution)

And SIGNED by _____
(name of signator(ies)), the director(s) of the company/institution in the presence of :

Signature of Witness :
Name of Witness :
Occupation :
Address :

** To be adopted if the consultant is a limited company/institution*