Hong Kong Science and Technology Parks Corporation

REQUEST FOR PROPOSAL

ON

Provision of Autonomous Shuttle Rental Service

In

Hong Kong Science Park

(Ref: RFP/2020/GT/101)
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1. Introduction
The Hong Kong Science and Technology Parks Corporation (HKSTP) would like to solicit proposals from Vendors to rent, operate and maintain an Autonomous Self Driving (ASD) shuttle services in Science Park.

The tenderer (hereafter referred to as “tenderer” or “vendor” or “supplier”) is expected to accomplish all the requirements in the specifications, terms and conditions as stipulated in this Request for Proposal (RFP).

2. Background
HKSTP has created a unique environment for companies to unleash their innovative potential with focus on Green and Sustainable projects, this project shall:

- Evaluate the constraints of current technology in autonomous self-driving, act as test bed in real open road environment;
- Mitigate risk for potential mass deployment of autonomous vehicles (AV) outside Science Park in future.
- Increase awareness and education through real operation to the industry.

3. Scope of Work
The project is one of the Smart Green and Sustainable initiatives for trial and testing the adoption of Autonomous Mobility as a Services (AMaaS) in Science Park with relevant technologies, such as Video Analytic, 5G and V2X.

3.1. Autonomous Self Driving Shuttle Rental Services

Tenderer is required to rent, operate and maintain an ASD shuttles services in Hong Kong Science Park in the route as shown in appendix 1.

This contract will be in 2 phases:

Phase 1: Permit Phase (15 months maximum, including vehicle delivery): Vendor shall be capable and responsible to obtain appropriate moving permit from Transport Department of The Hong Kong Special Administration Region (TD) for the AV to run around Science Park. One vehicle is required as basic offer. Additional vehicles will be considered as an optional item. Vendor shall obtain relevant statutory requirement at its own cost, such as Insurance, Temporary Traffic Management submission, road blockage fee. In case vendor can complete this phase in less than 15 months, then Phase 1 will be ended and Phase 2 will be launched in a date to be confirmed by HKSTP.

If vendor fails to deliver the works and/or obtain appropriate moving permit from TD for the AV to run around Science Park within 15 months after the commencement of contract; HKSTP has an option to terminate the contract as according to the Termination Clause stated in the General Conditions of this RFP. The payment to the supplier shall
also be limited to the ones as indicated in payment schedule for Phase 1 under Section 9 of this RFP, subject to the satisfactory performance of those items as confirmed by HKSTP.

Phase 2: Operation Phase (12 months as basic offer, additional months will be considered as an optional offer): Vendor shall provide routine services for park users to ride on the shuttle in Science Park (final designation and mode of operation has to be confirmed by HKSTP). Vendor shall plan and provide necessary resources to launch the Services in Hong Kong Science Park at its own cost. HKSTP has the right to request for not more than 3 mode of operation which can be selected to run in different period and time frame. A safety driver shall be provided to escort passenger, monitor the vehicle operation and provide necessary support as assigned by HKSTP in order to improve user experience and exceed their expectation.

Vendor shall also take lead to meet with relevant parties and perform professionally in improving and correcting the AV performance from time to time. Vendor shall also provide education and media material to communicate with potential passenger for using the shuttle services in Science Park. Vendor shall bear all necessary material and services at its own cost.

Relevant charging facility and electric fee will be provided by HKSTP during the contract period.

Vendor shall propose an AV that is suitable to run on open road with the provision of the following as minimum requirement:

- Headlights
- Tail Lights/Brake lights
- Horn
- Turn Signals
- Reflex Reflectors
- Auto Doors with Windows
- Air conditioned
- Speedometer
- Parking Brakes
- Rear View Mirrors
- Windshields
- Seat Belts
- In vehicle front, rear, interior video recording with real-time data sharing to FMO remote control center
- In-vehicle LED Display
- Emergency assistance button with speaker for passengers and e-stop button for safety driver
- Safety procedure posted inside the vehicle for passenger to follow if any accident happened
• The vehicle should have driving wheel to control the direction while conducting the test. And it can be removed when put into service operation.

• Connection to 5G and V2X Interface
  - The AV shall provide the system interfaces (e.g. CAN interface) to allow retrieving and sending the AV status information, data and command for remote monitoring and control purpose of In-Vehicle software (running on the on-board terminal unit installed on the AV) or the remote management server.
  - The AV shall provide the software interfaces (e.g. Application Programming Interface (API)) and support data format (e.g. JSON, xml) to allow retrieving and sending the AV status information, data and command for remote monitoring and control purpose of In-Vehicle software (running on the on-board terminal unit installed on the AV) or the remote management server.
  - The AV shall allow physical installation of 4G or 5G terminal device to support backhaul connectivity for on-board terminal unit to communicate with remote management server.
  - The AV shall support remote command retrieved from the In-Vehicle software or the remote management server via 4G or 5G connectivity, to trigger “Stop” or “Brake” action once the server determines that there is a road threat situation ahead by roadside camera.
  - The AV shall support remote command retrieved from the In-Vehicle software or remote management server via 4G or 5G connectivity, to trigger “Resume” or “Go” action once the server determines that the road threat is released by roadside camera.

And Vendor shall demonstrate conformance to the Scope of Services that can satisfy the following:

• Take at least 8 passengers in vehicle including one safety driver
• Time of operation as per below :
  o Mon – Fri 8 hours operation / day
• Speed up to 15 Km/hr ( Exact running limit shall according to TD approval )
• Support On-demand services
• Support Fleet Management Services
• Automatic homing in Parking lot
• Language in all communication media , such as mobile apps, led display, dashboard and educational media should have English and Traditional Chinese

3.2. In-Vehicle LED Display

Communication between the vehicle and passenger is critical in enhancing the confidence of the passenger. One of the purpose of the real-time dynamic display is to communicate with passenger that the vehicle will take place in next step when facing different road situations. Relevant vehicle operational data, such as cumulative Km, speed,
indoor/outdoor temperature and V2X data should also be able display. Digital educational materials shall also provide on screen for passenger to appreciate more about the Autonomous Self Driving Technology.

3.3. Mobile Apps for On-demand Services

Mobile apps for Android and IOS shall be provided to allow park user to register and call on-demand services for the AV. The Apps can also collect passengers’ comments and feedback. User interface and the protocol of calling the vehicle has to be reviewed and confirmed by HKSTP. Mode of operation shall refer to session 3.4 below.

3.4. Fleet Management system

Vendor shall provide a fleet management system which is capable to manage and take over the vehicle remotely from remote control center with features, such as remote start/stop and capable to provide subsequent automated transit system mode deployment as per below for efficient fleet operation. Suitable hardware and software should be provided in the offering.

HKSTP has the right to use not more than 3 mode of operation, details as per below:

Mode 1: Fixed Route with fixed designated virtual bus stop (a location shown on mobile apps) for hop on/off
Mode 2: Fixed Route with designated virtual bus stop with call on-demand start/stop.
   AV will only start or stop at the designated bus stop according to the passengers’ request as such the AV will skip those bus stop that there is no one call for pick up or request to stop.
Mode 3: Random route without designated virtual bus stop with call on-demand start/stop.
   Same as Mode 2 operation but without designated bus stop.

All above 3 modes are for reference and subject to HKSTP final approval.

Vendor shall provide an e-ticketing booking system to facilitate the online seat reservation and vehicle check-in process. Suitable hardware and software shall be included in the tender.

3.5. Dashboard & Data Sharing

Vendor shall provide a Dashboard which shall be web-based access and can be displayed in digital signage as per below resolution:

- 1920 x 1080px
- 2816 x 1536 px
- 2304 x 1536 px

with the Web browser of the digital signage:

- AppleWebKit/602.1 (Gecko) version/8.0 Safari/602.1
The purpose of the Dashboard is to demonstrate the performance and capability of the AV in handling real time situation and its efficiency along the time. All testing and ongoing data should belong to HKSTP and can be extracted and aggregated from vehicle in real time basic. It should also be shared to our Data Studio in API format. Vendor shall propose a set of KPI for the Dashboard including but not less than the following information:

- By Day/month/year
  - % of manual Intervene against total running hour
  - No. of manual Intervene
  - No. of sudden stop incident by vehicle
  - No. of manual stop
  - No. of crash incident
- Cumulative running Km since last manual intervene

3.6. **On Site Technical Support, Documentation and Demonstration**

The vendor shall take lead and responsible for on-site system integration and testing for passing necessary test cases and requirements of granting the moving permit from TD. The vendor shall share the testing plan and report for AV system integration and testing to HKSTP. HKSTP is entitled to share relevant testing protocol and documentation to other parties in future. Vendor shall also be responsible to arrange technical demonstrations of the AV to visitors upon request from HKSTP from time to time at its own cost.

3.7. **Security Assessment**

Security risk assessments for ASD shuttle service shall be performed by an independent party (not the awarded vendor) before official service launch, and prior to major enhancements and changes associated with. The awarded vendor shall ensure that the ASD shuttle service meets HSKTP IT security and industry security standards (e.g. ISO/IEC27001, SOC 2, etc.). The awarded vendor shall provide independent security audit report at least once every two years to prove the security measures put in place are satisfactory. HKSTP shall reserve audit and compliance monitoring rights to ensure the awarded vendor has implemented sufficient controls on the ASD shuttle service.

3.8. **Service Level Requirement**

The Tenderer shall described the Service Level Agreement (SLA) in its Technical Proposal which should at least cover following areas:

a. Committed system availability
b. System monitoring time
c. Service/incident call response time (both business and non-business hour etc.)
d. Communication channels (email, phone etc.)
e. System recovery target in case of disaster
All works shall comply with the following conditions if applicable:

a. The schedule of work shall be subjected to Facility Management Office’s approval.

b. If any additional tool is required which our current environment cannot provide such as High Level Platform/ladder stand, the tool will not be owned by HKSTP and HKSTP will not bear the cost.

c. Supply qualified labours, tools and material. The working platform shall meet local regulations and statutory requirements as a minimum. Provide appropriate and adequate safety measures for the workers to maintain a safe working environment on the site.

d. All workers must be equipped with reflective vests during the work.

e. For the work execution, the application of work permits shall be submitted with the below list of documents as follow and obtained the formal approval by Facility Management Office (FMO) prior to the work commencement. All the works shall be strictly complied with HKSTP’s /FMO’s house rules in SP and statutory regulations in HKSAR
   - application form of work permit
   - 3rd parties and public liability insurance policy (i.e.HK 30M) for installation work
   - installation proposal drawing

f. The selected Tenderer shall keep insured under a Public Liability Insurance / Contactors’ All Risks Insurance in the sum of not less than HK$ 30,000,000.00 for any one accident and unlimited in the amount for the period of insurance.

g. All legitimate insurance cost related to the vehicle and testing shall also be covered by the vendor.

h. After the installation, the Tenderer must ensure the affected areas are clean and all installation/delivery material properly disposed of.

4. Warranty and Maintenance

All equipment offered shall have full warranty during the contract period, including parts, system and firmware version upgrade, fix and patch update, labour, and on-site services. The tenderer shall state clearly if the support is directly provided by the manufacturer or from other supplier, with any value-added service from the tenderer.

The tenderer shall have established a strong local technical support team to attain the call within 24 hours. The tenderer shall demonstrate its strength and advantage by stating clearly the scale, number of technical supporting staff and the capability of local support team, the relevant job reference and the existing customer base.
5. **Job Reference**

The tenderer shall provide the most recent service reference to demonstrate the capability of the proposed equipment and services in Annex 3. It would be better to have Job reference services models with same kind or similar organization as HKSTP Corporation.

6. **Delivery Time**

Tenderer shall propose a detailed timetable and ensure that they are able to deliver the items according to the master plan within the time frame as indicated in session item 3.1 above.

7. **Submission of RFP**

On return of the tender, the tenderer shall submit:

1. **Technical Proposal** – Shall according to guideline below and provide a Table of non-Compliance if any.
2. **Price Proposal** – All pricing information shall be included only in the Price Proposal.

Tenderer shall submit **TWO** separate sealed envelopes, one for Technical proposal and one for price proposal. In the technical proposal, it shall **NOT** include any pricing information. HKSTP reserves the right to disqualify any Tenderers who have included price information in the technical proposal.

**Guideline in submitting the Technical Proposal**

In the proposal, the Tenderer shall provide the information including, but not limited, to the following:

- **Company Profile** – Company size, organisation, office/factory location, milestones and customers
- **Core competence and technology** – highlights of key people, competitive advantages of the core technology compared with others, patents, IP, awards
- **Testing facility/tools for ASD vehicles and how it would be benefit for the project**
- **Experience** of getting moving permit for ASD vehicles in Hong Kong or in other countries
- **Experience** of running ASD shuttle services
- **Vehicle specification and features**
  - Autonomous Self Driving vehicle available
  - Modification required to satisfy tender requirement
  - Additional features included for better user experience
- **Describe and provide sample screen shots for In-Vehicle LED display**
- **Describe and provide sample user interface for the Mobile Apps**
- **Describe and provide the following for Fleet Management platform**
  - Sample screen shots
  - proposed integration configuration with remote control center
- describe how to operate the platform, in particular changeover in different Mode of ASD shuttle services in Science Park with reference to item 3.4
- additional features included for better user experience
- Describe and provide sample screen shots for Dashboard
  - List out proposed information to be shown in dashboard
- List of shared data can be shared through API
- Description on how to comply with Hong Kong’s Personal Data (Privacy) Ordinance.
- Security protocols covering data collected during operations
- Proposed Implementation Methodology and Project schedule
- Describe services warranty, technical support and equipment maintenance
- Annex 2 – HKSTP_Questionnaires Cloud Computing Service Provider – description on how the System will protect HKSTP and its customers’ data. Based on the Tenderer response, HKSTP shall form an opinion on the security of the proposed solution and whether they fulfil HKSTP’s requirements.
- Annex 3 – ASD Reference Job Site Table. The Tenderer should provide a list of job reference of same kind or similar project implementation, especially those in past 3 years. Contacts of the reference sites should be provided and HKSTP may contact for reference checking or conduct visit of those quoted reference sites as necessary.

Technical Proposal shall follow the above guidelines for the preparation of Technical Proposal and include 1 copy of Non-collusive Tendering Certificate, duly signed with company chop (in the form set out at Annex I to this RFP).

Guideline in submitting the Price Proposal
The Price Proposal as per Section 10 of this RFP - Price Proposal - Price Table Template, shall be itemized and duly signed with company chop, together with any optional items proposed. Price proposal shall be submitted with breakdown.

Tenderers are required to follow the format and provide all the required information as set out in Price Table Template, without adding to, modifying, or deleting any part of this Price Table Template unless expressly stated for tenderer to provide additional information. The tenderer who fails to follow the format of this Price Table Template may be disqualified and will not be further assessed.

Closing Date:
Tenderer shall submit the proposal via our HKSTP TENDER Website https://tender.hkstp.org/ on or before 12:00 noon 24th Apr 2020. Late submissions or submissions that do not address the requesting information will NOT be considered.

Tenderer shall visit HKSTP TENDER website https://tender.hkstp.org/ to see if there is any addendum to this RFP.
Briefing Session and Site Visit:

Subject to the confirmation, HKSTP will arrange the Session on 13 Mar 2020 with the following details:

- **Time**: 2:30pm to 4:00pm
- **Venue**: Conference Room 4 – 6, 2/F, Bldg 10W, Hong Kong Science Park
- **Zoom Calling**: Details will send to individual tenderers in case there are oversea participants to join

A reminding email will be sent to individual tenderers.

Project Presentation:

Tentatively, HKSTP will invite all tenderer to present their proposal on 8 April 2020 morning. It will be a one on one presentation session for HKSTP to evaluate the tenderer’s capability and their proposed solutions as part of the selection process.

Key members who would engage in this project should attend the presentation and provide briefings on the proposed solution / services. Individual invitation will be sent to each tenderer with details.

Enquiries:

All enquiries shall be submitted in writing at least one week before the closing date on the tendering system ([https://tender.hkstp.org/](https://tender.hkstp.org/)).
8. Evaluation Criteria

HKSTP will assess the proposal on a set of pre-determined criteria.

The assessment of proposal is 70% based on technical assessment and 30% based on price element. The technical assessment will include the following areas:

<table>
<thead>
<tr>
<th>Technical (70%)</th>
<th>Tenderer’s company profile and experience</th>
<th>20%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1) Company profile (5%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Relevant getting permit experience / job reference (10%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Testing facility/tools for ASD vehicles (5%)</td>
<td></td>
</tr>
<tr>
<td>Proposal</td>
<td>1) Compliance of the technical requirements for</td>
<td>75%</td>
</tr>
<tr>
<td></td>
<td>a. ASD Vehicle (25%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Mobile Apps (13%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. In-vehicle display (8%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Fleet Management &amp; operation mode (15%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Dashboard (8%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Project Planning (6%)</td>
<td></td>
</tr>
<tr>
<td>HK Innovation</td>
<td>Encourage the adoption of technology developed in Hong Kong</td>
<td>5%</td>
</tr>
<tr>
<td>Price (30%)</td>
<td>Price with detail of cost breakdown</td>
<td></td>
</tr>
</tbody>
</table>

**Evaluation and Award Process**

An assessment panel will evaluate all returned RFP. The bid proposal must require minimum technical score (60 out of 100%) before continuing for consideration.

**Buy HK Innovation Preferred**

To show HKSTP’s support for the Hong Kong innovation & technology SME community, up to 5% of the technical assessment score will be given to any Tenderer who could show their proposed solution contains HK Innovation. The Tenderer needs to furnish the relevant information to HKSTP in this RFP response in order to be eligible for the preferential scoring.

A HK Innovation is any product/solution designed, researched or developed in Hong Kong by a Hong Kong company with head quarter in Hong Kong.

HKSTP’s judgment will be final in determining whether a Tenderer’s proposal contain HK Innovation and to what extent.

The Tenderer warrants that the content of HK innovation nominated in its quotation / tender will met in full. Failure to achieve this will render the termination of the goods / service by HKSTP at its sole discretion with no compensation to the Tenderer.
Score Calculation Methodology

Technical Score
Tenderer Technical Score = (Tenderer Point Score / Highest Point Score) x 70%

Price Score
Tenderer Price Score = (Lowest Price / Tenderer Price) x 30%

Overall Score
Overall Tenderer Score = Tenderer Technical Score + Tenderer Price Score

Tenderer price will be calculated using the HKSTP supplied price table according to the Section 10 of Price Table format.
9. Payment Term & Schedule

Tenderer is required to submit the offers in Hong Kong Dollars in goods / services solicited.

For Phase 1, payment to the Tenderer will be made within 30 days against invoice according to the calculation listed below:

<table>
<thead>
<tr>
<th>Item</th>
<th>(Part 1 Total + Optional item if any) * 0.3 = A</th>
<th>Milestone payment according to % of A listed below</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of Dashboard</td>
<td></td>
<td>4%</td>
</tr>
<tr>
<td>Completion of On-demand mobile apps</td>
<td></td>
<td>5%</td>
</tr>
<tr>
<td>Completion of Fleet Management Platform and integrated with our FMO control panel</td>
<td></td>
<td>8%</td>
</tr>
<tr>
<td>Completion of AV delivery to Science Park</td>
<td></td>
<td>20%</td>
</tr>
<tr>
<td>Readiness for 5G and V2X interface</td>
<td></td>
<td>3%</td>
</tr>
<tr>
<td>Obtain moving permit for Grand Plaza &amp; East Avenue</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Obtain moving permit for West Avenue</td>
<td></td>
<td>20%</td>
</tr>
<tr>
<td>Obtain moving permit go around Science Park</td>
<td></td>
<td>30%</td>
</tr>
</tbody>
</table>

Remarks: If vendor fails to deliver the goods, services and obtain appropriate moving permit from TD for the AV to run around Science Park within 15 months after the commencement of contract; HKSTP has the option to terminate the contract according to the “Termination” Clause of the General Conditions of this RFP. The payment to the supplier shall also be limited to the ones as indicated in above payment schedule, subject to the satisfactory performance of those items as confirmed by HKSTP.

For Phase 2, monthly payment will be made within 30 days against invoice dated in the last day of each month as according to the calculation listed below:

<table>
<thead>
<tr>
<th>Item</th>
<th>(Part 1 Total + Optional item if any) * 0.7 = B</th>
<th>Monthly payment = B / (12 + additional months if any ) = C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly payment</td>
<td></td>
<td>C</td>
</tr>
</tbody>
</table>
10. Price Proposal - Price Table Template

RFP on ASD Shuttle Rental Services  (Ref: RFP/2020/GT/101)

Please complete the below Price Proposal Table in detail. Some of the wordings below are for reference only.

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Unit Cost (HKD)</th>
<th>Total Cost (HKD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of ASD shuttle rental services (Job details refer to Section 3. Scope of Work)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PART 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Provision of the Vehicle exterior wrapping design</td>
<td>1</td>
<td>job</td>
<td></td>
</tr>
<tr>
<td>1.2 Provision of In-vehicle LED display layout</td>
<td>1</td>
<td>job</td>
<td></td>
</tr>
<tr>
<td>1.3 Provision of Cloud based Dashboard</td>
<td>1</td>
<td>job</td>
<td></td>
</tr>
<tr>
<td>1.4 Provision of mobile apps suitable for IOS and Android device</td>
<td>1</td>
<td>job</td>
<td></td>
</tr>
<tr>
<td>1.5 Provision of cloud based Remote Fleet Management platform and integration with remote control center</td>
<td>1</td>
<td>job</td>
<td></td>
</tr>
<tr>
<td>1.6 Deliver ASD Vehicle with necessary provision</td>
<td>1</td>
<td>Vehicle</td>
<td></td>
</tr>
<tr>
<td>1.7 Relevant Insurance and statutory requirement to obtain moving permit for different stages, including at least necessary Insurance, Temporary Traffic Management (TTM) submission and road blockage fee as requested by relevant Authority.</td>
<td>1</td>
<td>lot</td>
<td></td>
</tr>
<tr>
<td>1.8 Relevant cost of promotion material, manpower including the safety driver and road signage/vehicle setup as necessary for Autonomous Service launch for Phase 2 operation.</td>
<td>1</td>
<td>lot</td>
<td></td>
</tr>
<tr>
<td><strong>Total of Part 1 (items 1.1 to 1.8):</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PART 2 - Optional Item**

| 2.1 Unit rate of additional vehicle with all terms and conditions as stipulated in the tender. | Each | Vehicle |
2. Extension of Phase 2 services in unit of half year (1/2Yr) for each Autonomous vehicle (AV) as stipulated in the contract with maximum period of 6 half year for each AV.

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Unit Cost (HKD)</th>
<th>Total Cost (HKD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2</td>
<td></td>
<td>Each AV-1/2Yr</td>
<td></td>
</tr>
</tbody>
</table>

Total of Part 2 (items 2.1 to 2.2):

Grand Total (Part 1 + Part 2) for Assessment:

Remark:

Tenderer shall submit the Price Proposal using the above table form.

Tenderer shall offer to provide the Goods and/or Services to HKSTP at the prices quoted in accordance with the requirements and the terms and conditions stated in this Request for Proposal. Acceptance of this offer shall be evidenced by the issuance of a completed Purchase Order/Contract by HKSTP.

Authorized Signature with Company Chop: ________________________

Name of the Company: ________________________________________

Name: ____________________________

(in block letters)

Title: ____________________________

Date: ____________________________
11. General Conditions of RFP

Acceptance / Rejection of Proposal

Any response to this RFP submitted by a vendor represents a firm offer to contract on the terms and conditions described in this RFP.

HKSTP will evaluate proposals in strict confidence. Vendor acknowledges that HKSTP may elect at its sole option to accept all or any item or items of the vendor’s offer and that HKSTP has sole discretion whether or not to accept any of the vendor’s proposals irrespective to its prices. If a quote is submitted on the basis of an overall acceptance of all the services offered, this must be clearly stated in the proposal. HKSTP reserves the right to negotiate with any vendor about tender offer.

It shall be noted that HKSTP would not be responsible for the reimbursement of any cost incurred by vendor for the preparation of the submission.

Accuracy of RFP Prices

Vendor shall make certain that the prices quoted are accurate before submitting its quotation. Under no circumstances will HKSTP accept any request for price adjustment on the ground that a mistake has been made in the RFP prices.

Validity of RFP Prices

Vendor shall make certain that the prices quoted in Hong Kong Dollars and to precise breakdown. All quotations shall be valid for a period of 3 months.

Alteration and Assumption

No unauthorized alternation or erasure to the text of the RFP document will be permitted. No unauthorized assumption will be entertained.

Competitive Bidding

HKSTP encourages free and open competition among vendors. Vendor’s signature on its proposal guarantees that the prices quoted have been established without collusion with other eligible vendors or informed parties and without effort to preclude HKSTP from obtaining the lowest possible competitive price.

Award

At no time shall HKSTP be considered to be under any obligation or commitment to purchase any product or service from any respondent to the RFP unless after a written contract or purchase order has been entered into with such
respondent. The award is intended to be made to the vendor whose overall proposal is determined by HKSTP at its sole discretion to be the most advantageous to it.

Assignment of Contract or Sub-Contracting

Vendor shall not assign or otherwise transfer this contract or any of its rights and obligations hereunder whether in whole or in part without written consent of HKSTP.

Liquidated Damages

If vendor fails to deliver the goods or complete the services, then it shall follow up all related activities without any extra cost to HKSTP. HKSTP may without prejudice to any other methods of recovery, deduct the sum of such damages from any monies due or to become due to the vendor under this and/or any other contract valid at the time between HKSTP and the vendor. The payment or deduction of such damages shall not relieve the vendor from the obligations to deliver the goods or complete the services or from any other of its obligations under the contract.

Work Site Damages

Vendor shall make sure that there is no damage to the existing system during and after the service assignment. Any damage to existing utilities, equipment or system resulting from the performance of works during the service assignment shall be repaired to HKSTP’s satisfaction at the vendor’s expense.

Confidentiality

Vendor is under an obligation to protect the interest of HKSTP by not divulging confidential information to any parties. The vendor is required to sign a Non-Disclosure Agreement before commencement of contract.

Insurance

Vendor shall keep insured a Public Liability Insurance / Contractors’ All Risks Insurance in the sum of not less than HK$ 30,000,000.00 for any one accident and unlimited in the amount for the period of insurance. The said insurance policy shall be in the joint name of Hong Kong Science and Technology Parks Corporation, as owner and the vendor and contain cross liability clause and indemnity to principal clause. The vendor shall submit the name of the insurance company through which the said insurance policy is insured to the Employer for approval.

The vendor shall execute the valid Employees’ Compensation Insurance policy in compliance with the laws of Hong Kong Special Administrative Region (HKSAR) and effect adequate insurance against all liability to pay demands or compensation in consequence of any accident or injury to any workman or other person whether in the employment of the vendor or any sub-contractor or self-employed persons and the vendor shall indemnify and keep indemnified HKSTP against all claims, demands, proceedings, cost, changes and expenses whatsoever in respect thereof or in relation thereto. The Employees’ Compensation Insurance Policy shall be in full compliance with the laws of HKSAR.
**Green Policy, Health & Safety**

For environmental protection, the vendor should endeavour to minimize any negative impact on the environment. Wherever possible, recycled/recyclable and reused/reusable materials should be used. Energy consumption and waste should be minimized.

During the course of its provision of the services, the vendor shall at all times undertake that it and its employees shall comply with all statutory requirements in respect of health and safety and all instructions issued by HKSTP.

**Non-Collusion**

The tenderer must ensure that the bid 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 Annex I), including regarding price, bid submission procedure or any terms of the bid. In the event of any breach of this clause by any tenderer, HKSTP reserves the right to invalidate the bid submitted by that tenderer and seek damages.

Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap.619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

Upon tender submission, the tenderer shall submit to HKSTP a Non-collusive Tendering Certificate (in the form set out at Annex I to this RFP) duly signed by an authorized person with company chop on the tenderer’s behalf in Technical Proposal.

If the requested Non-collusive Tendering Certificate is not provided to HKSTP, the tender may be invalidated.

**Termination**

If vendor fails to deliver the goods and equipment as per agreed schedule or complete the services to the satisfaction of HKSTP, HKSTP has an option to terminate the contract by giving one (1) month prior written notice to the vendor and the payment will be subject to the extent of the work in progress as determined by HKSTP.

**Special requirements**

The following points shall be noted:

- The works must be approved by HKSTP FMO so as to prevent influence of any function and event in HKSTP.
- If any additional tool is required which our current environment cannot provide such as High Level Platform, the tool will not be owned by HKSTP and HKSTP will not bear the cost.
- After the installation, the vendor must ensure the affected areas are clean and all installation/delivery material properly disposed of. Vendor shall supply all necessary accessories to complete the works including screw, pigtail, etc.
• Vendor shall **reinstate and make good to the affected area** and finishes to match with existing and adjacent (e.g. material, colour, pattern, etc.).

• Vendor shall provide temporary protection to affected area.

• Vendor shall submit works permit application, insurance and works schedule, etc. for HKSTP/FMO’s consideration.

• Vendor shall arrange noisy/nuisance works, if any, to be carried out in restricted period, subject to prior approval of works permit application.

• HKSTP reserves the rights to engage other vendor or product provider apart from the vendor who have been awarded the tender.

### 12. Purchase Order Terms & Conditions

Appendix I – ASD route

Remarks: The above route is for reference only and subject to be changed as per approval from TD and consent from HKSTP.
Annex 1

Non-Collusive Tendering Certificate

To : Hong Kong Science and Technology Parks Corporation (“HKSTP”)

Dear Sirs,

Non-Collusive Tendering Certificate for [Ref: RFP/2020/GT/101] (the “Contract”)

1. We, ______________________________________ of _____________________________
   (name(s) of the tenderer(s))
   _____________________________
   (address(es) of the tenderer(s))
   
   refer to the tender for the Contract (the “Tender”) and our bid in relation to the Tender.

Non-collusion

2. We represent and warrant that in relation to the Tender:

   (a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if
       awarded;

   (b) Our bid 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, a bid;
       iv) an intention or decision to withdraw a bid;
       v) the submission of a bid that does not conform with the requirements of the tender;
       vi) the quality, quantity, specifications or delivery particulars of the products or services to which this
           tender relates; and
       vii) the terms of the bid,

       and we undertake that we will not, prior to 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) HKSTP;

   (b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to
       HKSTP;
(c) 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) 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 the 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; and
(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.

Disclosure of subcontracting

4. We understand that we are required to disclose all intended subcontracting arrangements relating to the Tender to HKSTP, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to HKSTP.

Consequences of breach or non-compliance

5. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, HKSTP may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that we are awarded the Contract) terminate the Contract.

6. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that HKSTP 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 our bid and our personal information.

For and on behalf of:

____________________________________________________

(Company Name)

Signature with Company

Chop :

____________________________________________________

(Authorized Signature)

Name & Position :

Date :

Additional signature blocks will need to be used where the tenderer is comprised of multiple parties.