

Hong Kong-Shenzhen Innovation and Technology Park Limited

Tender Document

*<Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology
Park>*

Tender Reference:

FD-03-06-02(048)

Tender Submission Period:

12 September 2024

09:00 am to 12:00 noon (HKSAR)

Tender Closing Date:

12 September 2024

12:00 noon (HKSAR)

IMPORTANT NOTICE

This tender document is issued by Hong Kong-Shenzhen Innovation and Technology Park Limited (“**HSITPL**”) and contains confidential information regarding the potential purchase by HSITPL as detailed in this tender document. The purpose of this tender document is to identify potential suppliers. All information supplied by HSITPL in connection with this tender document shall be treated as confidential and strictly for the use by the recipients in response to this tender document only.

In consideration of receiving this tender document, the recipients agree and acknowledge that the tender document and any other information that may be provided to the recipients by or on behalf of HSITPL will be maintained in strict confidence and will not be disclosed to any third party. In particular, your attention is drawn to the fact that your receipt of this tender document and any discussions relating to its contents must be kept confidential at all times.

Please note that this is not an offer and it is only an invitation to interested parties to submit tenders to HSITPL for consideration.

PART I: Terms of Tender

1. General

- a) Recipients (each a “**Tenderer**”) are invited to submit tenders for <Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park> in accordance with the requirements of this Invitation to Tender (“**Tender Documents**”), in particular, Submission Requirements as set out in Part III of this Invitation to Tender.
- b) All information provided by Hong Kong-Shenzhen Innovation and Technology Park Limited (“**HSITPL**”) or any other representatives or agents of HSITPL for the purpose of inviting a tender in response to the Tender Documents (“**Tender**”) shall be treated as private and strictly confidential and must not be disclosed or transferred to any other party without the prior written permission of HSITPL. The information provided in the Tender Documents is strictly for the use by the Tenderers in response to this Invitation to Tender only. Confidentiality must be maintained by all Tenderers even after the appointment of the successful Tenderer (“**Provider**”).
- c) All cost and expenses incurred by the Tenderer in preparing a Tender shall be entirely borne by the Tenderer.
- d) HSITPL reserves the right at its sole and absolute discretion to modify, amend, revise or cancel this Invitation to Tender without any liability for any cost, expenses and/or losses whatsoever which may be incurred by the Tenderers.
- e) Tenders may not be considered if false or incorrect information is provided by the Tenderer.
- f) This Invitation to Tender is merely an invitation and shall not in any way be construed as an offer by HSITPL nor constitute a contractual relationship between HSITPL and the Tenderers.

2. Accuracy and Validity of Offered Prices

- a) Tenderers shall ensure that all information (including quoted prices) in the Tenders is accurate. Under no circumstances will HSITPL accept any request to amend or revise or modify any information (including price) in the Tender.
- b) Tenderers are requested to submit its cost proposal in Hong Kong Dollars. All Tenders shall be valid for a period of **six (6)** months from the Tender Closing Date (“**Tender Validity Period**”). The Tenderer agrees that, should HSITPL so request in writing, the Tenderer shall abide by this Invitation to Tender for a further three (3) months, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period. If an award cannot be made within the Tender Validity Period (or extended Tender Validity Period), a request may be made to some or all of the Tenderers to further extend the Tender Validity Period, at which time they may elect to extend or withdraw their Tender or may agree a further extended Tender Validity Period with HSITPL in writing.

- c) Each and every Tender shall constitute an unconditional and irrevocable offer from the Tenderer capable of being accepted by HSITPL on the terms and conditions contained in the Tender Documents.

3. Tender Enquiries, Requests for Clarifications and Addenda

- a) All enquiries or requests for clarifications relating to the Tender Documents should be submitted in writing at least one week before the Tender Closing Date to:

Mr. Anson Chan - Assistant Manager, Facilities Management
Email: anson.chan@hsitp.org
Telephone No.: (852) 2629 6837

The Tenderer shall state in the email subject heading “Tender Enquiry - FD-03-06-02(048)” and provide full contact details in the email message.

- b) Should HSITPL wish to clarify the Tender Documents in response to any enquiries or requests for clarifications, such clarifications will be made in writing and sent to all Tenderers by email. Such emails containing the Tenderer’s enquiries or requests for clarifications and HSITPL’s answers will be bound in with, and shall become part of, the documents forming the contract for the appointment of the selected Tenderer (the “**Contract**”). Save as aforesaid and unless otherwise expressly stated by HSITPL, any other statement, whether oral or writing, made and any action taken by HSITPL or its consultants or any of their officers in response to any query made by a Tenderer is for guidance and reference purposes only and will not be deemed to form part of the Tender or Contract or in any way alter, negate, waive or otherwise vary any of the terms and conditions contained in the Tender Documents.
- c) Prior to the Tender Closing Date (which may be extended in accordance with the terms of the Tender Documents), addenda (each, an “**Addendum**”) may be issued to clarify or modify the Tender Documents. A copy of each Addendum will be issued to every Tenderer via email and shall become a part of the Tender Documents.

4. Submission of Tender

- a) The deadline for submitting a Tender (“**Tender Closing Deadline**”) is 12:00 noon on 12 September 2024 (“**Tender Closing Date**”).
- b) Tenderers shall follow a two-envelope system, as set out below, in submitting their Tenders:

- (i) Technical Proposal

The front cover of the Technical Proposal envelope shall be clearly marked with the subject of the Tender and the tender reference:

“Technical Proposal: Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. FD-03-06-02(048))”

And the Tenderer’s company name

(ii) Price Proposal

The front cover of the Price Proposal envelope shall be clearly marked with the subject of the Tender and the tender reference:

“Price Proposal: Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. FD-03-06-02(048))”

And the Tenderer’s company name

- c) Tenderers shall ensure that their Technical Proposal and Price Proposal are prepared in accordance with the Submission Requirements provided in the Tender Documents.
- d) The Tenderers shall submit their Technical Proposal and Price Proposal separately in 2 sealed envelopes from 9:00 a.m. to 12:00 noon on the Tender Closing Date in the tender box located at:

Hong Kong-Shenzhen Innovation and Technology Park Limited
Unit 710, 8 Science Park West Avenue, Hong Kong Science Park.

Attention: Procurement Department (Tender Box)

- e) HSITPL reserves the right to disqualify any Tenderer if price information is disclosed in the Technical Proposal.
- f) Any late submissions or Tenders not submitted in accordance with the provisions in Clauses 4b) to e) above will not be accepted.
- g) In the event that typhoon signal no. 8 or above or a black rainstorm warning is hoisted between 9:00 a.m. and 5:00 p.m. (Hong Kong Time) on the Tender Closing Date, the Tender Closing Deadline will be extended to 12:00 noon (Hong Kong Time) on the next working day, a day other than a Saturday, Sunday or public holiday in HKSAR (“**Working Day**”).
- h) Tenderers will be required to make a formal presentation at its own cost of their Tenders in the **week of 30 September 2024** (tentative date). HSITPL shall advise the exact time, date and issue formal invitation to the Tenderers.
- i) Each Tenderer can only submit one Tender. In the event that more than one Tender is submitted by the same Tenderer, all Tenders submitted by such Tenderer will not be considered.
- j) All submitted documents and materials will not be returned to the Tenderers regardless of the results of the Tenders and all the said materials will become the property of HSITPL.

5. Assessment Criteria

- a) All Tenderers shall be evaluated according to the following criteria:
 - 30 % Technical Capability
 - 70 % Pricing

- b) As a prerequisite, all terms as set out in the Submission Requirements in the Tender Documents must be fulfilled before the Tender will be evaluated. Tenders which fail to comply with any of such terms will not be considered any further.
- c) Tenders which comply with all the terms as set out in the Submission Requirements will be evaluated based on the following non-exhaustive criteria (which are not ranked in any order of importance). The Tenderer must demonstrate technical merits in the submitted Tender. Assessments will be based on all materials of the submitted Tender and any presentation or demonstration given by the Tenderer.
- (i) Job reference and experience;
 - (ii) Major operational requirements;
 - (iii) Quality assurance;
 - (iv) Understanding of the service standards;
 - (v) Value-added/innovative technological application; and
 - (vi) Price offer.
- d) Technical Score shall be assessed by members of the Tender Assessment Panel (defined below) based on the following criteria:

Technical Capability Assessment		Marks
A. Job reference and experience	<p>Tenderer to provide a company profile (including organization chart, CVs etc.) and relevant job references in Hong Kong with type(s) of bus service and operation scale(s) similar to that required by HSITPL.</p> <p>Tenderer to provide relevant job references for previous experience in setting up shuttle bus services for projects of similar scale.</p>	20%
B. Major operational requirements	<p>Tenderer to provide information on proposed internal review and monitoring mechanism such as:-</p> <ul style="list-style-type: none"> - Bus checking frequency; - Air conditioning cleaning schedule; - Pest control frequency; - Cleaning /comprehensive cleaning frequency; <p>and</p> <ul style="list-style-type: none"> - Any other plan for improvement of services. <p>Tenderer to provide an emergency plan included call emergency center arrangement, corresponding manpower arrangement, and any training plan to bus drivers(s).</p> <p>Tenderer to provide a mileage report for all buses proposed to serve HSITPL.</p>	30%

C. Quality Assurance	<p>Tenderer to provide a statement of whether the Tenderer is/was involved in any legal proceedings and/or fatal accidents within the preceding twenty-four (24) months from the Tender Submission Date and if so, details of such proceeding(s)/accident(s).</p> <p>Tenderer to provide a statement of whether the Tenderer is/was involved in any traffic accident, incidents involving personal injuries or employee accusation within the preceding twelve (12) months from the Tender Submission Date.</p> <p>Tenderer to provide information regarding its fleet, including: - List of bus models and types; - Capacity of buses; - Manufacture year(s) of buses; - Fleet mileages; and - Driver experience, etc.</p>	30%
D. Understanding of the service standards	Tenderer to provide any plan(s) for the flexible implementation of service provision in response to the project timeline with reference to the HSITP.	10%
E. Value-adding / innovative technological application	Any value-adding or intelligent fleet management that can be provided to HSITPL	10%
Technical Score		A+B+C+D+E=100

e) Evaluation

An assessment panel shall be formed by HSITPL to evaluate all Tenders received by HSITPL (“**Tender Assessment Panel**”). HSITPL shall evaluate the Tenders in strict confidence.

f) Score Calculation Methodology

HSITPL shall adopt the following formula in calculating the overall score for each Tender:

(i) Technical Score

Tenderer’s technical score = (Tenderer’s point score / Highest point score among all tenderers) x (Maximum technical score)

(ii) Price Score

Tenderer's price score = (Lowest tender price / Tenderer's price) x (Maximum price score)

(iii) Overall Score = Technical Score + Price Score

6. Acceptance / Rejection of Tender

- a) HSITPL is not bound to accept the Tender which is the lowest price and/or has the highest overall score and reserves the right in its absolute discretion to decline any offer or cancel this Invitation to Tender at any time without any obligation to explain its decision.
- b) HSITPL may, at its sole discretion, accept all or any terms proposed by the Tenderer in the Tender.
- c) HSITPL shall not be responsible for or liable to any Tenderer for any cost and/or expense and/or disbursements incurred by the Tenderers in preparing the Tender and/or any presentation or demonstration given by the Tenderer.

7. Negotiation

HSITPL reserves the right to negotiate the terms proposed in the Tender with any Tenderer.

8. Acceptance Notification

- a) The successful Tenderer, i.e. the Provider, shall receive a purchase order ("PO") generated from the system of HSITPL within the Tender Validity Period.
- b) Tenderer(s) who do not receive any notification within the Tender Validity Period shall assume that their Tenders have not been accepted.

9. Cancellation of Invitation to Tender

Where there are changes in requirement after the Tender Closing Date for operational or whatever reasons, HSITPL is not bound to accept any conforming Tender and reserves the right to cancel this Invitation to Tender and/or re-issue a new invitation to tender on such other terms and conditions as HSITPL deems fit.

10. Intellectual Property Rights

By submitting the Tender, the Tenderer represents and warrants to HSITPL that none of the information or ideas in the Tender infringes the copyright, trade secrets, or intellectual property rights of any third party, and the Tenderer is deemed to have agreed to indemnify HSITPL against all costs, claims, demands, expenses and liabilities that may be incurred by HSITPL as a result of or in connection with any claim that any information or ideas provided or submitted by the Tenderer infringes the copyright, trade secrets or intellectual property rights of any third party.

11. Offering Gratuities

- a) A Tenderer shall not, and shall procure that its directors, employees, agents involved in preparing the Tender shall not offer any financial or other advantage or benefit to any director or employee of HSITPL, or engage in any activity, practice or conduct which would be in violation of any applicable anti-bribery laws or regulations in connection with the Tender Documents and any matter contemplated herein.
- b) Tenders are warned that offering or giving any gratuity, bonus, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee or agent of HSITPL in relation to this Invitation to Tender may constitute an offence contrary to the Prevention of Bribery Ordinance (Cap. 201), and that if any Tenderer is found to have made such an offer, HSITPL shall be at liberty to cancel his Tender or terminate the Contract and shall hold such Tenderer liable for any losses or damages which HSITPL may suffer.

12. Sub-contracting

The Provider is prohibited from transferring, sub-letting, sub-contracting or assigning, directly or indirectly, any rights or duties under the Contract and/or all or any portion of the Contract to any person or persons or companies, unless the prior written permission of HSITPL and/or its representative (“**Representative**”, as appointed according to Clause 18 below) is obtained. In the event that written permission of HSITPL is provided to the Provider, the Provider’s right to transfer, sub-let, sub-contract or assign, directly or indirectly, shall not in any way relieve it from any obligations under the Contract.

13. Non-collusion

- a) As part of its Tender, the Tenderer shall submit to HSITPL a duly signed declaration form regarding its compliance with non-collusion requirements in the form set out in Tender Schedule 2 (“**Non-collusive Tendering Certificate**”). If the Tenderer does not submit a duly signed Non-collusive Tendering Certificate to HSITPL, its Tender may be invalidated. If a Tenderer is selected, the Contract will be entered into in reliance of the statements made by such Tenderer in, and conditional upon the effectiveness and veracity of, the Non-collusive Tendering Certificate.
- b) 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 in Tender Schedule 2), including regarding price, any adjustment in price, submission procedure of the Tender or any terms of the Tender. In the event that there is any breach of this clause or any breach of, or any misrepresentation made in respect of, the Non-collusive Tendering Certificate by any Tenderer, HSITPL may, without limiting HSITPL’s rights and remedies herein or at law, reject its Tender or terminate the Contract with the selected Tenderer and seek damages.
- c) All anti-competitive practices are strictly prohibited and the Tenderer’s attention is drawn to its obligations under the Competition Ordinance (Cap. 619).

14. Payment Schedule

- a) Subject to the work done to the satisfaction of HSITPL, payments due under the Contract will be made as per this clause. Please note the payment procedure in this clause is for reference only and does not amount to any representation and warranties. The Tenderer shall not rely on any information set out in this clause.
- b) The Provider shall submit a detailed monthly report, with supporting documents including but not limited to (i) arrival / department time for all buses, (ii) bus fleet summary (including car model, manufacturing year), (iii) late & incident report summary (if any), (iv) fuel consumption, (v) ridership report (in the format to be provided), (vi) inspection report for bus condition including the cleaning and safety checking, to HSITPL within ten (10) Working Days after the end of each calendar month. Upon receipt of the monthly report, HSITPL would review and provide feedback on the report within ten (10) Working Days. Based on HSITPL's feedback, the Provider shall incorporate the suggested changes, revise the content, and finalize the report with supporting documents within ten (10) Working Days.
- c) HSITPL reserves the right to withhold or adjust payments if the monthly reports are found to be inaccurate, incomplete, or do not meet the agreed-upon service standards. Payment for the services rendered shall be made by purchase order in monthly instalments. HSITPL shall have the sole and absolute authority to determine the level of performance of the Services.
- d) The Provider acknowledges and agrees that payment is contingent upon satisfactory performance and adherence to the terms and conditions of the Contract. HSITPL retains the right to terminate the Contract and withhold payment if the Provider consistently fails to meet the agreed-upon service standards or breaches any provisions of the Contract.
- e) HSITPL shall be entitled to deduct from any monies due to the Provider under the Contract any and all amounts of any debt due from the Provider to HSITPL.
- f) In the event of any deletion of or addition to the services, the monthly fee payable to the Provider shall be adjusted based on the unit rates set out in "Table D: Rate Card" in Tender Schedule 4 of the Tender Documents.
- g) The details in the Schedule of Rates in Tender Schedule 4 (i.e. locations involved for each route, tentative period for each route, total number of months for such tentative period, number of circular routes or trips per day, tunnel to be used for each route, etc.) are for reference only and will not form part of the Contract. The unit rates in Table D of the Schedule of Rates in Tender Schedule 4 will be used for adjusting the monthly fee payable to the Provider. HSITPL and the Representative reserve the rights to omit any work items specified in Schedule of Rates in Tender Schedule 4 for all services provided by the Provider at any time throughout the period of the Contract. No claims for loss and/or expenses by the Provider will be accepted for such omission.

15. Insurance

- a) The Provider shall, for the full term of the Contract, have in place the following insurance policies at its own cost with reputable insurer(s), on terms which are satisfactory to HSITPL, in the joint names of HSITPL as the insured party, and fully comply with the laws of the Hong Kong Special Administrative Region ("HKSAR"):
- (i) General liability insurance for the sum of at least HK\$100,000,000 for any one occurrence and the period of insurance shall cover unlimited occurrences throughout the full term of the Contract. Such policy shall incorporate "Waiver of Subrogation Clause against HSITPL" and "Primary Liability Insurance Clause";
 - (ii) Employees' compensation insurance, which should exclude (1) any terms and conditions which exempt the Provider's liability in respect of any injury by accident or diseases due to or resulting from any act, default or neglect of HSITPL and/or its representatives (including but not limited to the Representative), and (2) W338 – Indemnity to Principal Clause; and
 - (iii) Motor vehicle insurance, issued as per requirement under Motor Vehicle Insurance (Third Party Risks) Ordinance, including but not limited to "Third Party Bodily Injury" for the sum of at least HK\$100,000,000 for any one event and "Third Party Property Damage" for the sum of at least HKD5,000,000 million for any one event.
- b) HSITPL may from time to time require the Provider to maintain any insurance policies against other insurable risks, which reasonable costs and expenses would be reimbursed by HSITPL provided that such costs and expenses are approved by HSITPL in writing.
- c) In addition to maintaining the required insurance policies, the Provider shall hold HSITPL harmless from any loss, damage, cost, expense, liability etc. and fully indemnify HSITPL and its representatives for any loss, damage, cost, expense, liability etc. that may result directly or indirectly from the negligence of the Provider, its employees, agents, servants or any tiers of sub-contractors (if permitted as per Clause 12 above) in the carrying out of its obligations under the Contract.
- d) The Provider is liable for all policy excesses/deductibles under the insurance policies maintained pursuant to this clause.
- e) The Provider is liable for ensuring all its employees and employees of any agent and/or sub-contractor (if permitted as per Clause 12 above) are duly covered by employees' compensation insurance policies.
- f) If there is work contracted out by the Provider to sub-contractors, each sub-contractor (and other sub-subcontractors, if any) shall arrange general liability policies, employees' compensation policy and all policy mentioned in 15(a)(iii) with HSITPL as an insured party on a joint name basis.

- g) The Provider should produce satisfactory evidence to HSITPL prior to the commencement of any works showing that the insurances referred to in this clause have been effected and are in force, including but not limited to, producing a certificate of insurance. If the Provider fails upon reasonable request to produce satisfactory evidence to HSITPL or its representatives, HSITPL may effect and keep in force such insurance policies and pay such premium or premiums as may be necessary for that purpose, and from time to time deduct the amount so paid from any monies due or to become due to the Provider or recover such amount from the Provider. If the Provider fails to produce any such satisfactory evidence as requested by HSITPL or its representatives, HSITPL reserves the right to terminate the Contract.

16. Suspension and Variations

- a) HSITPL and/or the Representative are entitled to temporarily suspend (for not more than 6 months) the Contract at any time by giving 7 days' written notice in advance and resume the Contract by giving 3 days' written notice in advance. For service suspension, the monthly fee should be adjusted according to the unit rate submitted in the Tender.
- b) During the term of the Contract, HSITPL and the Representative reserve the rights to add/amend/deduct the routes, departure time or other details of the services by giving one calendar month's notice, and the Provider shall assist in submitting and preparing related documents for submission to the Transport Department or other government authorities as required.
- c) HSITPL and/or the Representative shall have the right to request a variation to the scope of the services. Upon receipt of such a request from HSITPL and/or the Representative, the Provider shall provide to HSITPL, within one calendar month from receipt of such request, a precise scope of the services to be added to or deleted from the obligations of the Provider. The monthly fee payable to the Provider shall be adjusted based on the unit rates set out in "Table D: Rate Card" in Tender Schedule 4 of the Tender Documents.
- d) No request to vary the scope of services shall be acted upon until the Provider has received written confirmation from HSITPL and/or the Representative.
- e) Any amendment to the Contract whether arising from the provisions of this Clause or otherwise shall be in writing and shall be signed by both HSITPL and the Provider.

17. Use of names and logos

The Provider shall not use the name, logo or corporate identity of HSITPL and the Representative for any purpose without the prior written consent of HSITPL or the Representative (as the case may be); provided that nothing herein shall prohibit HSITPL and the Representative from referring the name of the Provider as the service provider of services to be provided under the Contract.

18. Representative

- a) The Representative will be appointed by HSITPL to act on behalf of HSITPL in matters in connection with the Contract. HSITPL has the right to change the Representative in its sole and absolute direction, by providing notice in writing to the Provider.
- b) HSITPL may, from time to time and in its sole and absolute discretion, specify which function, power and/or authority is delegated to the Representative by written notice to the Provider. Such delegation may be revoked by HSITPL at any time by providing written notice to the Provider.

PART II: Purchase Order Terms and Conditions

HSITPL shall issue a purchase order (“**PO**”) to the Provider on the terms as set out in the Purchase Order Terms and Conditions which is provided separately by HSITPL in PDF file format.

In the event that the Tenderer wishes to propose any revisions to the terms of the Purchase Order Terms and Conditions, the Tenderer should set out such proposed revisions in the Tender but HSITPL is not bound to accept any of such proposed revisions. For the avoidance of doubt, such proposed revisions shall not form part of the PO. HSITPL will not accept any proposed revisions after the Tender Closing Date.

PART III: Submission Requirements

The Tenderer is required to return a complete set of the following documents to HSITPL before the Tender Closing Date.

Price Proposal		Tender Schedule No.
1.	Price Schedule	4

Technical Proposal		Tender Schedule No.
1.	Tender Submission Information	1
2.	Non-collusive Tendering Certificate	2
3.	Form of Tender	3
4.	Requirement Specifications	5
5.	Proposed Solution for Tender	6

Number of documents required:

- a) 4 sets of the “Technical Proposal” in hard copies;
- b) A CD-ROM with an electronic copy of the “Technical Proposal” and presentation deck without any price information in PDF format; and
- c) 1 set of the “Price Proposal”, i.e. the Price Schedule (Tender Schedule 4), in hard copies.

Tender Schedule 1: Tender Submission Information

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

**“Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park
(Ref. no. FD-03-06-02(048))”**

We provide the below contact information for this tender:

Tender Representative:	
Job Title:	
Contact Phone Number:	(Office)
	(Mobile)
Contact Email:	

Tender Schedule 2: Non-collusive Tendering Certificate

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

Non-collusive Tendering Certificate for “Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(048))”

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 the 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) HSITPL;
 - b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to HSITPL;
 - 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 sub-contracting arrangements relating to the Tender to HSITPL, including those which are entered into after the Agreement is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to HSITPL.

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, HSITPL 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 Agreement) terminate the Agreement.
6. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that HSITPL 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.

Tender Schedule 3: Form of Tender

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

**“Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park
(Ref. no. FD-03-06-02(048))”**

1. We undertake that if our Tender is accepted, to commence the services and complete and deliver the services within the times stated in the Tender Document.
2. We agree that this Tender shall be valid for a period of six (6) months from the Tender Closing Date specified in the Tender Documents. We agree that, should HSITPL so request in writing, we shall abide by this Invitation to Tender for a further three (3) months, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period. If an award cannot be made within the Tender Validity Period (or extended Tender Validity Period), a request may be made to some or all of the Tenderers to further extend the Tender Validity Period, at which time they may elect to extend or withdraw their Tender or may agree a further extended Tender Validity Period with HSITPL in writing.
3. We confirm that this Tender has taken into consideration all tender addenda issued to us (if any) prior to the date hereof.
4. Unless and until a purchase order is issued by HSITPL to us, this Tender, together with your written acceptance thereof, shall constitute a binding agreement between us. The Tender should always form part of the binding agreement between HSITPL and us, while the order of precedence will be lower than the purchase order, as the case may be. We undertake to abide by the terms of the General Terms and Conditions for Purchase Orders enclosed with the Tender Documents in the event that our proposed revisions (if any) to the General Terms and Conditions for Purchase Orders are not accepted by HSITPL.
5. We understand and agree that HSITPL is not bound to accept the lowest or any tender you may receive.
6. We understand and agree that HSITPL is not responsible for any cost or expense incurred for and in connection with preparing the Tender and/or any presentation or demonstration given by us.
7. We confirm that we are not subject to any actual or potential conflict of interest save to the extent already expressly disclosed by us to HSITPL and we undertake to notify HSITPL immediately should any conflict arise.

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.

Tender Schedule 4: Price Schedule

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

“Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(048))”

1. We agree that this Tender shall be valid for a period of six (6) months from the Tender Closing Date specified in the Tender Documents. We agree that, should HSITPL so request in writing, we shall abide by the Tender Documents for a further three (3) months, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period.
2. The price indicated in the tables below covers all the items specified in the Requirement Specifications of the Tender Documents.
3. We acknowledge that (i) only the pricing information in “Table A: Daily Bus Services” in the Schedule of Rates in Tender Schedule 4 will be assessed for this Tender and (ii) HSITPL will not consider any pricing information in “Table B: Circular Bus Services”, “Table C: Shuttle Bus Services” and “Table D: Rate Card” in the Schedule of Rates for the purpose of assessing the Tender.
4. HSITPL reserves the right to modify, amend or revise any requirements and/or terms and conditions stated in the Tender Documents. Unless otherwise terminated, the Contract for our provision of services to HSITPL under the Tender shall remain in force for a period of one (1) year from the commencement date of the services (“Initial Term”), with an option for HSITPL to extend the term of the Contract by up to an additional one (1) year under the same terms and conditions at HSITPL’s sole and absolute discretion (“Extended Term”).
5. During the term of the Contract (“**Contract Period**”), HSITPL and the Representative reserve the rights to add/amend/deduct the routes, departure time and other details of the services and the Provider shall assist in submitting and preparing related documents for submission to the Transport Department and other government authorities as required.
6. The rates and/or amounts provided by the Provider in this Tender Schedule 4 included Tables A to D shall be deemed to apply to all services carried out under the Contract including all the variations to the Contract.
7. The description in the Schedule of Rates below (i.e. locations involved for each route, tentative period for each route, total number of months for such tentative period, number of circular routes or trips per day, tunnel to be used for each route, etc.) shall serve as a reference only and shall not be treated as a complete list of the services required.
8. All rates provided in the Schedule of Rates below shall include all (but not limited to) expenses and costs for our performance of the services under this Tender to the satisfaction of HSITPL and/or the Representative, including but not limited to: -
 - a) All wages, benefit, compensation and entitlements of the drivers, including relief personnel.
 - b) All tunnel tolls, bridge tolls, fuel costs and other related costs for our provision of the services.

Hong Kong-Shenzhen Innovation and Technology Park Limited 港深創新及科技園有限公司

Units 207-208, 2/F, 10 Science Park West Avenue, Hong Kong Science Park, Hong Kong
香港科學園科技大道西10號2樓207-208室 | Tel 電話 +852 2629 6818

- c) All costs for the maintenance of the shuttle buses in good and safe running condition including but not limited to annual inspection, replacement of tires, bus maintenance and any replacement of other wear and tear components.
- d) All costs associated with the provision of uniforms (including laundry cost) for all drivers.
- e) All costs for required insurance policies.
- f) All costs for ensuring the shuttle bus services and required licenses comply with all the requirements of the Transport Department or any other government authorities.
- g) All costs, penalties and/or fines incurred as a result of any violation of the Road Traffic Ordinance (Cap. 374) and/or any other applicable ordinances, such as illegal parking, stopping at prohibited area or wrong entry, etc.
- h) All costs for Octopus card readers and associated license fees, other related set-up, maintenance, and operating costs for shuttle buses with Octopus payment system.
- i) All costs for the application for, set-up, maintenance and operation of bus services under the Public Transport Fare Subsidy Scheme and other related fees.
- j) Any other costs that are reasonably required for the performance of the services under this Tender.

SCHEDULE OF RATES

HSITPL and the Representative reserve the rights to add, remove or amend the routes and the services required under the Contract and the Provider shall assist in submitting and preparing related documents for submission to the Transport Department or other government authorities as required. HSITPL and the Representative reserve the right to engage the Provider in respect of only some of the routes.

Table A: Daily Bus Services

Route	Locations Involved	Tentative Period (Mondays to Sundays INCLUDING Public Holidays)	Total No. of Months (a)	No. of Circular Route(s) per Day	Rate per Month (HK\$) (b)	Total Amount (HK\$) (a) x (b)
A	Sheung Shui → HSITP → Sheung Shui (Circular Route)	1 May 2025 to 30 Sep 2025 (tentative)	5	49 Mon to Fri 33 Sat, Sun &PH		
B	Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)	1 Oct 2025 to 31 March 2026 (tentative)	6	49 Mon to Fri 33 Sat, Sun &PH		
C	Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)	1 Apr 2026 to 31 March 2027 (tentative)	12	49 Mon to Fri 33 Sat, Sun &PH		

Route	Locations Involved	Tentative Period (Mondays to Fridays EXCEPT Public Holidays)	Total No. of Months (a)	No. of Trip(s) per Day	Rate per Month (HK\$) (b)	Total Amount (HK\$) (a) x (b)
D	Yuen Long → HSITP (Morning)	1 May 2025 to 31 March 2026 (tentative)	11	3		
E	HSITP → Yuen Long (Evening)	1 May 2025 to 31 March 2026 (tentative)	11	3		
F	Yuen Long → HSITP (Morning)	1 Apr 2026 to 31 March 2027 (tentative)	12	8		
G	HSITP → Yuen Long (Evening)	1 Apr 2026 to 31 March 2027 (tentative)	12	8		
I. 2025/26 Grand Total Amount (A+B+D+E):						
II. 2026/27 Grand Total Amount (C+F+G):						
Total Tender Price (I+II):						

Table B: Circular Bus Services

Route	Locations Involved	Tentative Period (Mondays to Sundays INCLUDING Public Holidays)	Total No. of Months (a)	No. of Circular Route(s) per Day	Rate per Month (HK\$) (b)	Total Amount (HK\$) (a) x (b)
H	Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)	1 Apr 2026 to 31 March 2027 (tentative)	12	73 Mon to Fri 33 Sat, Sun &PH		
I	Yuen Long → HSITP → Yuen Long (Circular Route)	1 Apr 2026 to 31 March 2027 (tentative)	12	49 Mon to Fri 33 Sat, Sun &PH		

Table C: Shuttle Bus Services

Tentative Period: 1 May 2025 to 31 March 2027 (tentative) Mondays to Fridays (i.e. excluding Saturdays and Sundays) EXCEPT public holidays

Route	Locations Involved	Tunnel	No. of Trip(s) per Day	Rate per Trip (HK\$)	Rate per Month (HK\$)
J	Tai Wai → HSITP (Morning)	N/A	1		

K	HSITP → Tai Wai (Evening)	N/A	1		
L	Tseung Kwan O → Lam Tin → HSITP (Morning)	Tate's Cairn Tunnel	1		
M	HSITP → Lam Tin → Tseung Kwan O (Evening)	Tate's Cairn Tunnel	1		
N	Mong Kok → Mei Foo → HSITP (Morning)	Tai Lam Tunnel	1		
O	HSITP → Mei Foo → Mong Kok (Evening)	Tai Lam Tunnel	1		
P	Tsing Yi → Tsuen Wan → HSITP (Morning)	Tai Lam Tunnel	1		
Q	HSITP → Tsuen Wan → Tsing Yi (Evening)	Tai Lam Tunnel	1		
R	North Point → Causeway Bay → HSITP (Morning)	Eastern Harbour Crossing	1		
S	HSITP → Causeway Bay → North Point (Evening)	Eastern Harbour Crossing	1		

Table D: Rate Card

The unit rate for the relevant routes are listed below.

Route	Locations Involved	Unit rate (HK\$)
A	Sheung Shui → HSITP → Sheung Shui (Circular Route)	
B	Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)	
C	Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)	
D	Yuen Long → HSITP (Morning)	
E	HSITP → Yuen Long (Evening)	
F	Yuen Long → HSITP (Morning)	

G	HSITP → Yuen Long (Evening)	
H	Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)	
I	Yuen Long → HSITP → Yuen Long (Circular Route)	
J	Tai Wai → HSITP (Morning)	
K	HSITP → Tai Wai (Evening)	
L	Tseung Kwan O → Lam Tin → HSITP (Morning)	
M	HSITP → Lam Tin → Tseung Kwan O (Evening)	
N	Mong Kok → Mei Foo → HSITP (Morning)	
O	HSITP → Mei Foo → Mong Kok (Evening)	
P	Tsing Yi → Tsuen Wan → HSITP (Morning)	
Q	HSITP → Tsuen Wan → Tsing Yi (Evening)	
R	North Point → Causeway Bay → HSITP (Morning)	
S	HSITP → Causeway Bay → North Point (Evening)	

We offer to provide the services to HSITPL at the prices quoted above and in accordance with the requirements and the terms and conditions stated in the Tender Documents. Acceptance of this offer shall be evidenced by the issuance of a purchase order by HSITPL.

Authorized Signature (with company chop)

Name & Position: _____

Company Name: _____

Date: _____

Tender Schedule 5: Requirement Specifications

To: **Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)**

**“Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park
(Ref. no. FD-03-06-02(048))”**

The scope and specific requirements of the goods/services which the tenderer (“**Tenderer**”) should provide are listed below. The Tenderer shall propose solutions (with detailed explanation) if his proposed items cannot meet any of such scope and/or requirements.

5.1 Statement of Purpose

Hong Kong-Shenzhen Innovation and Technology Park Limited (“**HSITPL**”) would like to invite the Tenderer to submit tender (“**Tender**”) in respect of provision of “Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park” to HSITPL, all in conformity with the Tender Documents (as defined in the Terms of Tender). The Tenderer is expected to provide shuttle bus services in a cost-effective manner, while considering relevant legal compliance requirements and operational safety. This Tender seeks a qualified and experienced service provider to provide shuttle bus services for Buildings 11, 8 & 9 that will be occupied. The shuttle bus services are intended to facilitate convenient and efficient transportation for passengers within a designated area or between specific locations as set out in Clauses 5.4 and 5.5 of this Tender Schedule 5.

5.2 About HSITP

Hong Kong-Shenzhen Innovation and Technology Park Limited, a wholly owned subsidiary of Hong Kong Science and Technology Parks Corporation, is vested with the responsibility to develop, operate, maintain, and manage the Hong Kong-Shenzhen Innovation and Technology Park (“**HSITP**” or “**Park**”).

The HSITP envisions to serve as a world-class knowledge hub and innovation & technology (I&T) centre, converging enterprises, research & development (R&D) institutions and higher education institutions from Hong Kong, Mainland and overseas, which can connect upstream and midstream research to downstream market, further enhancing collaboration among industry, academic and research sectors.

The HSITP focuses on six pillar industries including life & health technology, AI & data science, new energy, new materials, microelectronics, and robotics.

With the size of 87.7 hectares in the Lok Ma Chau Loop (“**Loop**”), the HSITP is a large-scale long-term project in Hong Kong, which will be developed in two phases. Batch 1 of Phase 1 is being developed by HSITPL which consists of 8 buildings with a total GFA of 116,000 sq. m. This part will be tentatively completed in late 2024 onwards.

It is expected that the construction of the Western Connection Road will be completed in October of 2024 and Lok Ma Chau Elevated Public Transport Interchange (“**EPTI**”) with a

restricted direct road link between the EPTI and the HSITP will be completed in August 2025. Until the completion of the above-mentioned connections, the current transportation route involves using Lok Ma Chau Road and Ha Wan Tsuen East Road which are connected to the Park, and commuters will have to rely on such existing road network to travel between these areas.

5.3 Purposes of Services

Given the fact that there will be no public transportation directly connected with the Park during the early stage of the Park, shuttle bus services will need to be arranged for HSITPL's tenants which are targeted to start operating in May 2025. Therefore, the Park needs a service provider to provide efficient, convenient, and reliable transportation solutions that meet the specific needs of the Park's employees and tenants while considering factors such as accessibility, safety, comfort, and sustainability.

The successful Tenderer ("**Provider**") shall be responsible for the day-to-day operation of the shuttle bus services, ensuring that the buses run according to the established routes, schedules, and frequencies. The Provider is responsible for the provision of full maintenance package to the buses and to ensure the safe and normal operation of the buses, and the payment of any government fees, utilities and other outgoings related to the running/operation of the bus services. The Provider shall undertake the obligation of paying the annual licence fee, first registration fee, etc. and all the operation costs for the routes (including tunnel tolls). The Provider should ensure compliance with the terms and conditions outlined in all documents forming the contract for the appointment of the selected Tenderer ("**Contract**"), including but not limited to managing financial matters, invoicing, and addressing any of its contractual obligations.

5.4 The Brief

The Provider shall provide bus services according to the requirements of this Tender Schedule 5, including service locations and the Particular Specification, with the following schedules:

- For shuttle bus services of circular routes mentioned in Schedule A and Schedule B of the Particular Specification, services shall run from Mondays to Sundays including public holidays, for a tentative period from 1 May 2025 to 30 April 2026 (both days inclusive).
- For shuttle bus services of morning/evening routes mentioned in Schedule A and all routes mentioned in Schedule C of the Particular Specification, services shall run from Mondays to Fridays except public holidays, for a tentative period from 1 May 2025 to 30 April 2026 (both days inclusive).

Service Locations

Schedule A - Daily Bus Services

- A) Sheung Shui → HSITP → Sheung Shui (Circular Route) (Tentatively 1 May 2025 to 30 September 2025)
- B) Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route) (Tentatively 1 October 2025 to 31 March 2026)
- C) Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route) (Tentatively 1 April 2026 to 31 March 2027)

- D) Yuen Long → HSITP (Morning) (Tentatively 1 May 2025 to 31 March 2026)
- E) HSITP → Yuen Long (Evening) (Tentatively 1 May 2025 to 31 March 2026)
- F) Yuen Long → HSITP (Morning) (Tentatively 1 April 2026 to 31 March 2027)
- G) HSITP → Yuen Long (Evening) (Tentatively 1 April 2026 to 31 March 2027)

Schedule B - Circular Bus Services

- H) Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route) (Tentatively 1 April 2026 to 31 March 2027)
- I) Yuen Long → HSITP → Yuen Long (Circular Route) (Tentatively 1 April 2026 to 31 March 2027)

Schedule C - Shuttle Bus Services

- J) Tai Wai → HSITP (Morning)
- K) HSITP → Tai Wai (Tentatively Evening)
- L) Tseung Kwan O → Lam Tin → HSITP (Morning)
- M) HSITP → Lam Tin → Tseung Kwan O (Evening)
- N) Mong Kok → Mei Foo → HSITP (Morning)
- O) HSITP → Mei Foo → Mong Kok (Evening)
- P) Tsing Yi → Tsuen Wan → HSITP (Morning)
- Q) HSITP → Tsuen Wan → Tsing Yi (Evening)
- R) North Point → Causeway Bay → HSITP (Morning)
- S) HSITP → Causeway Bay → North Point (Evening)

The routes listed above are all optional items. HSITPL reserves the right to engage the Provider in respect of only some of the routes.

During the contract period in which the Provider provides services under the Tender (“**Contract Period**”), HSITPL and/or its representative as appointed according to Clause 18 of the Terms of Tender (“**Representative**”) reserve the rights to add, remove or amend the routes and the Provider shall assist in submitting and preparing related documents for submission to the Transport Department or other government authorities as required.

5.5 Scope of Services/Deliverables

a) Safety and Compliance

The Provider must prioritize passenger safety by adhering to all applicable safety legislation, regulations and standards, including but not limited to conducting regular safety inspections, implementing emergency procedures, and providing training to staff on safety protocols.

b) Performance Monitoring and Reporting

The Provider is responsible for monitoring the performance of the shuttle bus services. This includes (but is not limited to) tracking ridership data, on-time performance and customer satisfaction levels. Regular reports should be provided to HSITPL and/or the Representative to assess the effectiveness of the services.

The Provider should provide routine cleaning (including air conditioning) and pest control to the buses interiors and always keep a high hygiene standard to the buses. The Provider

should provide routine interior, exterior and mechanical inspection and repair to the buses in accordance with statutory approved standard of the Hong Kong Special Administrative Region (“HKSAR”) and always keep a high safety standard to all buses. The Provider should also keep a good report record of the above and submit it to the Representative on a monthly basis.

c) Fleet Management

The Provider is expected to manage the fleet of tenant shuttle buses which includes (but is not limited to) ensuring the availability of well-maintained and reliable vehicles. This involves, inter alia, conducting regular inspections, maintenance and necessary repairs to keep the buses in good working condition.

All tenant shuttle buses to be employed under the Tender as provided by the Tenderer should be no more than 7 years in service at the year of the Tender (i.e. if the Tender is dated 2025, the model year should be 2019 or after); and registered on or after 1 May 2019 which meets EURO V Standard and its engine type and emission level should comply with all statutory approved standards.

The buses shall be equipped with air-conditioning system, public address system, luggage racks, window curtains, headrest covers, handles, seat covers (vinyl material), properly functioned seat belts, first-aid box, Octopus card reader and lights, and pandemic preventive measures and supplies, including but not limited to digital thermometer and hand sanitizer, etc.

d) Staff and Training

The Provider is responsible for recruiting, training and managing shuttle bus drivers and other necessary staff. This involves ensuring that the drivers hold proper and valid driving licences for the relevant type of vehicles and have a good understanding of customer service standards.

The Provider shall ensure the drivers do not drive faster than the legal limit, smoke, consume alcoholic drinks, illegal drugs or any substances that affect the attention of the drivers, listen to radio (except radio weather report during typhoon/rainstorm period), contravene any law, have unnecessary conversation or speak foul language while they are performing the services and that the drivers shall maintain the highest standard of hygiene, courtesy and skills in performing the services in a professional manner. They shall also be aware of the service routes and stops when they take duty for the services.

The Provider is to provide courteous drivers of good conduct who are properly dressed in uniform in a clean and tidy manner. HSITPL and/or the Representative shall have the right to require replacement within two (2) calendar days of any driver who does not meet the required standards.

e) Customer Services

The Provider is expected to deliver high-quality customer service to passengers. This includes (but is not limited to) ensuring that the drivers are professional, courteous, and can provide

assistance as needed. The Provider should also establish effective communication channels to address passenger inquiries, feedback and complaints.

The Provider shall maintain their own call center to monitor the location of the buses and prepare special bus arrangements if necessary, especially during typhoon, black and red rainstorm warnings or when any incidents occur.

f) Application Programming Interface (“API”) Administration

The Provider shall provide a web-based API for HSITPL’s mobile app to access online to retrieve the real-time data of:

- (i) The GPS location of each shuttle bus which shall be open and shareable to HSITPL;
- (ii) The car plate number of each shuttle bus assigned to a particular route;
- (iii) The estimated arrival time of each shuttle bus at a particular stop; and
- (iv) Whether each shuttle bus has departed from a particular stop.

g) Method for Passenger Identity Verification

The Provider needs to provide an “Octopus Whitelist System” for verifying the identity of the passengers during boarding in order to meet the requirement of the Transport Department regarding the licence of employee service (licence A04).

The Octopus Whitelist System or equivalent system should involve Octopus card readers installed in all buses with data collector device for daily data uploading. Such system shall allow adding, removing and amending of the HSITP’s tenant information in accordance with the requirement of HSITPL and/or the Representative.

h) Payment methods

Any collected fare should be transferred to HSITPL’s designated bank account on the next working day, meaning a day other than a Saturday, Sunday or public holiday in HKSAR (“**Working Day**”) after such fare is collected. The relevant data report should also be returned to the Representative on the Working Day after such fare is collected. The Provider needs to provide Octopus payment system for all buses employed for services provided under the Contract. For routes required to use Octopus payment system, the buses should be equipped with Octopus payment reader with the capability to set various charging method (such as fares in accordance with the route requirement). The equipment should comply with the Transport Department’s regulations and any licence requirements.

Apart from the Octopus payment system, the Provider can propose any other optional electronic payments (such as Alipay, WeChat pay, Android pay, Apple pay, etc.) and collect proper fares in accordance with the Public Transport Fare Subsidy Scheme (“**PTFSS**”), if applicable, and the Octopus Whitelist System. The system database must be kept active within the Contract Period unless deregistration is done or until the expiry of the Contract Period.

i) Replacement of Buses

In case of any incident which prevents a bus or a driver from performing the services, the Provider shall supply replacement bus(es) and driver(s) to resume the services within thirty

(30) minutes at no extra cost. HSITPL shall be entitled to reduce the monthly fee according to the unit rate in Table D in Tender Schedule 4 if a replacement bus(es) and/or driver(s) is/are not provided within the said period of time.

In case a shuttle bus arrives late for 10 minutes or more at the boarding point, skips stops or when system error occurs (e.g. Octopus reader does not load the latest database for the Octopus Whitelist System), the passengers can take taxi to the HSITP from the boarding point or from the HSITP to the designated drop off point at the cost of the Provider. The Provider shall complete the whole reimbursement process to the passengers within a month and send the reimbursement report to the Representative for record every month, if any.

HSITPL and/or the Representative shall be entitled to demand the Provider to replace any bus which, in the opinion of HSITPL and/or the Representative, is not good enough for road transportation. The replacement bus shall fully meet the required specifications under the Tender Documents.

j) Permits

The Provider must hold all proper and valid licences for vehicles and the provision of passenger services as required by the Transport Department and other relevant government authorities.

The Provider shall undertake the application for non-franchised bus passenger service licence (licence A04) from the Transport Department and comply with all statutory requirements.

The Provider should also be required to apply additional licence(s), for instance the PTFSS, that are deemed to be appropriate and beneficial to HSITP tenants, at the Provider's own cost from time to time during the Contract Period. In case the application for a proper licence from the Transport Department is denied, the Contract shall be regarded as void and the Provider shall not request for reimbursement of any cost and/or expenses incurred from HSITPL and/or the Representative.

The Provider shall give a copy of the licence application to the Representative and keep the Representative informed of the progress of the licence application.

For failure in applying for any necessary licences by the Provider, the Representative shall assume that the Contract is terminated by the Provider and the Representative shall have the right to award the Tender to other Tenderer(s) without further notice.

k) Bus Schedule and Route Change

The bus schedule and pick-up/drop-off locations of buses are subject to the approval of HSITPL and/or the Representative. HSITPL and/or the Representative shall have full rights to make reasonable requests by prior notice in writing to the Provider to vary the services including but not limited to shuttle bus service schedule, deployment of number of buses, size of buses to be used, scope of work as specified in the Tender Documents.

The Provider may instruct the drivers to take an alternative route in case of any traffic conditions along the originate routes (all original scheduled stops must be kept) with a report to the Representative supporting the decision. The Provider shall submit supporting documents for the traffic conditions that affected HSITP shuttle bus service.

Any alterations on the route, time interval and intermediate stopping point are subjected to mutual agreement between HSITPL and the Provider, feasibility and licence approval from the Transport Department. However, the schedule for bus arrival at the boarding points must not be altered.

In case of occurrence of any newly operated public transportation during the Contract Period, e.g. Mass Transit Railways, the Provider is obliged to work with HSITPL and/or the Representative to adjust, alter or modify the shuttle bus schedule and/or to modify or re-apply the existing passenger service licences with relevant authorities of HKSAR, in order to fit into the newly implemented transportation network. For any changes to be made, the Provider is required to assist with document preparation for submission to the Transport Department, handle and follow through the application procedures.

HSITPL and/or the Representative are entitled to temporarily suspend (for not more than 6 months) the Contract at any time by giving 7 days' written notice in advance and resume the Contract by giving 3 days' written notice in advance. For service suspension, the monthly fee should be adjusted according to the unit rate submitted in the Tender.

l) Special Arrangements

Special arrangements will be made for departures from the HSITP upon early release for certain festivals and special events. The specific details regarding the departure schedule will be confirmed by the Representative at least 7 Working Days before the festivals, for example:

- Chinese New Year Eve
- Mid-Autumn Festival
- Winter Solstice
- Christmas Eve
- New Year Eve

In addition to these festivals, other special events specified by the Representative may also have special arrangements for departures. For specific details regarding the departure schedule and any additional instructions, individuals should refer to the announcements made by HSITPL and/or the Representatives.

m) Parking

HSITPL and/or the Representative are not obliged to provide bus parking spaces or loading and unloading areas to the Provider for the operation, cleaning, repairing or temporary parking of buses under the Contract.

The Provider is obliged to stop at dedicated area(s) for loading and unloading passengers and such area(s) should be in line with the specific location(s) approved by the Transport Department. Adjustment may be made in accordance with actual traffic conditions but is subject to the approval of the Representative.

5.6 Project Timeline

The Provider should study the General Terms and Conditions for Purchase Orders in conjunction with this Tender Schedule 5 and the following schedule:

Tender schedule (tentative)

Tender Invite	22 August 2024
Tender submission deadline	12 Sep 2024
Presentation	Week of 30 Sep 2024
Tender award	Week of 28 Oct 2024
Project kick-off	May 2025

PARTICULAR SPECIFICATION

Shuttle Bus Service

The seating capacity of the tenant shuttle buses should be 60 seaters or above.

The routes listed below are all optional items. HSITPL reserves the right to engage the Provider in respect of only some of the routes.

During the Contract Period, HSITPL and/or the Representative reserve the rights to add, remove or amend the routes and the Provider shall assist in submitting and preparing related documents for submission to the Transport Department or other government authorities as required.

The Provider may instruct the drivers to take an alternative route in case of any traffic conditions along the originate routes, subject to the approval of the Representative.

The Provider should apply for the necessary licence(s) from the Transportation Department and provide daily buses to pick-up and drop-off passengers between the designated locations and the HSITP. The detailed routes for the tentative schedule of shuttle bus service are as follow: -

Schedule A: Daily Bus Services

**A Sheung Shui → HSITP → Sheung Shui (Circular Route)
(Tentatively 1 May 2025 to 30 September 2025)**

時分	00	10	20	30	40	50	時分	00	10	20	30	40	50
6				0			6				0		
7	0			0			7	0			0		
8	0	0	0	0	0	0	8	0			0		
9	0	0	0	0	0	0	9	0			0		
10	0			0			10	0			0		
11	0			0			11	0			0		
12	0			0			12	0			0		
13	0			0			13	0			0		
14	0			0			14	0			0		
15	0			0			15	0			0		
16	0			0			16	0			0		
17	0	0	0	0	0	0	17	0			0		
18	0	0	0	0	0	0	18	0			0		
19	0			0			19	0			0		
20	0			0			20	0			0		
21	0			0			21	0			0		
22	0			0			22	0			0		
23							23						
00							00						

Mondays to Fridays except public holidays

Saturdays, Sundays and public holidays

B Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)
(Tentatively 1 October 2025 to 31 March 2026)

時分	00	10	20	30	40	50	時分	00	10	20	30	40	50
6				○			6				○		
7	○			○			7	○			○		
8	○	○		○	○		8	○			○		
9	○	○	○	○	○	○	9	○			○		
10	○			○			10	○			○		
11	○			○			11	○			○		
12	○			○			12	○			○		
13	○			○			13	○			○		
14	○			○			14	○			○		
15	○			○			15	○			○		
16	○			○			16	○			○		
17	○	○	○	○	○	○	17	○			○		
18	○	○	○	○	○	○	18	○			○		
19	○			○			19	○			○		
20	○			○			20	○			○		
21	○			○			21	○			○		
22	○			○			22	○			○		
23							23						
00							00						

Mondays to Fridays except public holidays

Saturdays, Sundays and public holidays

C Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)
(Tentatively 1 April 2026 to 31 March 2027)

時分	00	10	20	30	40	50	時分	00	10	20	30	40	50
6				○			6				○		
7	○			○			7	○			○		
8	○	○	○	○	○	○	8	○			○		
9	○	○	○	○	○	○	9	○			○		
10	○			○			10	○			○		
11	○			○			11	○			○		
12	○			○			12	○			○		
13	○			○			13	○			○		
14	○			○			14	○			○		
15	○			○			15	○			○		
16	○			○			16	○			○		
17	○	○	○	○	○	○	17	○			○		
18	○	○	○	○	○	○	18	○			○		
19	○			○			19	○			○		
20	○			○			20	○			○		
21	○			○			21	○			○		
22	○			○			22	○			○		
23							23						
00							00						

Mondays to Fridays except public holidays

Saturdays, Sundays and public holidays

D Yuen Long → HSITP (Morning)
(Tentatively 1 May 2025 to 31 March 2026)

時 \ 分	00	15	30	45
6				
7				
8	0	0	0	
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23				
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E Yuen Long → HSITP (Evening)
(Tentatively 1 May 2025 to 31 March 2026)

時 \ 分	00	15	30	45
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17				0
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22				
23				
00				

F Yuen Long → HSITP (Morning)
(Tentatively 1 April 2026 to 31 March 2027)

時 \ 分	00	15	30	45
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8	0	0	0	0
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23				
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G HSITP → Yuen Long (Evening)
(Tentatively 1 April 2026 to 31 March 2027)

時 \ 分	00	15	30	45
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17	0	0	0	0
18	0	0	0	0
19				
20				
21				
22				
23				
00				

Schedule B: Circular Bus Services

H Lok Ma Chau → HSITP → Lok Ma Chau (Circular Route)
(Tentatively 1 April 2026 to 31 March 2027)

時分	00	5	10	15	20	25	30	35	40	45	50	55
6							0					
7	0						0					
8	0	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0	0
10	0						0					
11	0						0					
12	0						0					
13	0						0					
14	0						0					
15	0						0					
16	0						0					
17	0	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0	0
19	0						0					
20	0						0					
21	0						0					
22	0						0					
23												
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Mondays to Fridays except public holidays

時分	00	5	10	15	20	25	30	35	40	45	50	55
6							0					
7	0						0					
8	0						0					
9	0						0					
10	0						0					
11	0						0					
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18	0						0					
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22	0						0					
23												
00												

Saturdays, Sundays and public holidays

I Yuen Long → HSITP → Yuen Long (Circular Route)
(Tentatively 1 April 2026 to 31 March 2027)

時分	00	10	20	30	40	50	時分	00	10	20	30	40	50
6				0			6				0		
7	0			0			7	0			0		
8	0	0	0	0	0	0	8	0			0		
9	0	0	0	0	0	0	9	0			0		
10	0			0			10	0			0		
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17	0	0	0	0	0	0	17	0			0		
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20	0			0			20	0			0		
21	0			0			21	0			0		
22	0			0			22	0			0		
23							23						
00							00						

Mondays to Fridays except public holidays

Saturdays, Sundays and public holidays

Schedule C: Shuttle Bus Services

<u>Route</u>	<u>Locations Involved</u>	<u>Tunnel</u>	<u>No. of Trip(s) per Day</u>	<u>Expected Departure Time</u>
J	Tai Wai → HSITP (Morning)	N/A	1	Morning (08:15)
K	HSITP → Tai Wai (Evening)	N/A	1	Evening (18:15)
L	Tseung Kwan O → Lam Tin → HSITP (Morning)	Tate's Cairn Tunnel	1	Morning (08:00)
M	HSITP → Lam Tin → Tseung Kwan O (Evening)	Tate's Cairn Tunnel	1	Evening (18:10)
N	Mong Kok → Mei Foo → HSITP (Morning)	Tai Lam Tunnel	1	Morning (08:10)
O	HSITP → Mei Foo → Mong Kok (Evening)	Tai Lam Tunnel	1	Evening (18:20)
P	Tsing Yi → Tsuen Wan → HSITP (Morning)	Tai Lam Tunnel	1	Morning (08:00)
Q	HSITP → Tsuen Wan → Tsing Yi (Evening)	Tai Lam Tunnel	1	Evening (18:10)
R	North Point → Causeway Bay → HSITP (Morning)	Eastern Harbour Crossing	1	Morning (08:00)
S	HSITP → Causeway Bay → North Point (Evening)	Eastern Harbour Crossing	1	Evening (18:15)

Contingency Plan

- a) When typhoon signal number 1 or 3 is hoisted or when amber or red rainstorm warning is triggered, all service(s) will follow the normal schedules.
- b) Upon announcement by the Hong Kong Observatory of the approaching of typhoon signal no.8 or above or rainstorm black warning during office hours (i.e. from 9:00 to 18:00), shuttle bus service will be activated for HSITP staff and/or HSITP tenants' staff leaving the HSITP.
- c) The departure schedules are subject to operational needs in the future and the table below is for reference only:

<u>Route</u>	<u>Departure Time* Upon Announcement of The Hong Kong Observatory</u>	<u>Type of Buses</u>
HSITP → Sheung Shui	After 30 minutes of the announcement, the bus will run every 10 minutes for 1.5hrs	60-seater
HSITP → Lok Ma Chau	After 30 minutes of the announcement, the bus will run every 10 minutes for 1.5hrs	60-seater
HSITP → Yuen Long	30 minutes	60-seater
	45 minutes	60-seater
	1 hour	60-seater

- d) Upon announcement by the Hong Kong Observatory of lowering typhoon signal no.8 or black rainstorm warning between 05:30 and 15:00, shuttle bus service will be activated at the boarding points. The departure schedules are shown as follows:

<u>Route</u>	<u>Departure Time* Upon Announcement of The Hong Kong Observatory</u>	<u>Type of Buses</u>
Sheung Shui → HSITP	After 90 minutes of the announcement, the bus will run every 10 minutes for 1 hr	60-seater
Lok Ma Chau → HSITP	After 90 minutes of the announcement, the bus will run every 10 minutes for 1 hr	60-seater
Yuen Long → HSITP	90 minutes	60-seater
	105 minutes	60-seater
	120 minutes	60-seater

- e) When typhoon signal number 8 or rainstorm black warning is lowered:

<u>Time</u>	<u>Services to be provided</u>
Lowered before 05:30	All services will be resumed.
Lowered between 05:30 and 15:00	Services would be provided according to item (d) above under "Contingency Plan".
Lowered after 15:00	All services would be cancelled.

- f) Once the Provider receives notice or announcement from the Hong Kong Observatory that the black rainstorm warning will be issued within certain hours, the Provider shall consider the safety of passengers and the actual traffic situation and determine whether to suspend or adjust the routing or timing of the bus services, but the Provider shall notify the Representative of any change and seek approval of such adjustment in advance.

- g) After the Hong Kong Observatory announces or forecasts to lower the black rainstorm warning, the Provider shall use its best endeavor to prepare for resuming to normal service within 1.5 hours after the resumption.
- h) Under adverse weather other than typhoon signal no. 8 or above or black rainstorm warning, the Provider shall proactively consider the safety of passengers and the actual traffic situation to adjust the routing or timing of the bus services, after communicating with the Representative to seek prior approval.
- i) Drivers of the Provider shall be equipped with a mobile phone, at the Provider's cost, in order to keep direct contact with the Representative (if necessary) in case of emergency.

The Provider shall provide and keep updating all contact numbers of the drivers, after office hour emergency contact number(s) to contact the Provider and a list of contact persons to the Representative.

Tender Schedule 6: Proposed Solution for Tender

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

“Shuttle Bus Services for Hong Kong-Shenzhen Innovation and Technology Park
(Ref. no. FD-03-06-02(048))”

This section contains Parts 1 to 8 and should be duly completed by the Tenderer and included in the Tender. The Tenderer is required to present all details of his/her proposed solution according to the guidelines specified under each Part.

Part 1: Mandatory Assessment Criteria

The Tenderer acknowledges and agrees that participation in this Tender requires compliance with the Mandatory Assessment Criteria outlined in this part. By responding with “Y”, the Tenderer hereby confirms that it has met all the mandatory assessment criteria specified in the table below. Failure to declare or submit supporting documents confirming compliance with the mandatory assessment criteria may result in the **disqualification of the Tender**.

Item	Description / Proven Experience	Declaration with Supporting Document(s) Yes (Y) / No (N)
1	More than 20 years of company establishment Supporting document: Copy of Business Registration	
2	All vehicles shall be in service for 7 years or less as of the year of the Tender and shall have at least 60 seats or above. Supporting documents : A list of the vehicles that would be provided under this Tender with information including the specifications of the vehicles, such as model, place and year of manufacture, and any additional relevant details.	
3	All vehicles hired in conducting the service are registered on or after 1 May 2019 which meets EURO V Standard and its engine type and emission level should comply with all statutory approved standards. Supporting documents : A list of the vehicles that would be provided under this Tender with information including the specifications of the vehicles, such as model	

	<p>details, any certifications regarding the fulfilment of EURO V Standard and statutory approved standards, and any additional relevant details.</p>	
4	<p>All vehicles need to be equipped with Octopus payment system.</p> <p>Supporting documents: A list of references including those from previous clients who can attest to your ability to manage the Octopus payment system and ensure compliance with any relevant requirements.</p>	
5	<p>Availability of GPS and such data shall be open and shareable to HSITPL.</p> <p>Supporting documents: A list of references including those from previous clients who can attest to your ability to manage GPS data, any mobile app related to such GPS data and ensure compliance with any relevant requirements.</p>	
6	<p>More than 3 relevant job references for application of verification system(s) that meet requirement for A04 licenses and restricted area permits.</p> <p>Supporting documents: A list of references including those from previous clients who can attest to your ability to apply for A04 licenses and restricted area permits on time.</p>	
7	<p>More than 3 experience references in providing passenger identity verification system and joining the Public Transport Fare Subsidy Scheme (“PTFSS”).</p> <p>Supporting documents: <ul style="list-style-type: none"> (1) A list of references including those from previous clients who can attest to your ability to manage the passenger identity verification system; (2) Report templates used for passenger identity verification system (if any); and (3) A list of references from previous clients who can attest to your ability to apply for the PTFSS. </p>	
8	<p>Ability to supply replacement bus(es) and driver(s) to resume the services within 30 minutes in case of any incident which prevents a bus or a driver from performing the services.</p> <p>Supporting documents: A contingency plan to show your proposed arrangement on the required emergency response procedures and communication protocols including but not limited to targeted response time, alternative station location, corresponding strategy for replacement of buses, documentation and reporting, etc.</p>	

9	<p>Ability to meet all the requirements as stated in Tender Schedule 5 and the following specified services, including but not limited to:</p> <ul style="list-style-type: none"> - Cleaning twice daily; - Bus checking daily; - Weekly comprehensive deep cleaning including air-conditioning and pest control; and - Ability to respond to emergency call(s) within 10 minutes. <p>Supporting documents: A plan to show your proposed arrangement on complying with all the requirements as stated in Tender Schedule 5 and the requirements above.</p>	
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Part 2: Past Reference Case(s)

Please briefly describe any past reference case(s) similar to the nature and scope of the services under this Tender. For each case, please detail the scope, contact person (optional) and contact telephone number (optional) for future reference as much as possible.

Reference Client	Project Period	Relevant scope of services	Contact Person (optional)	Contact Telephone No.(optional)

Part 3: Qualification of Team Members

Please list the key team members and their roles in the provision of services under the Tender. For each member, please provide any certified qualification and briefly describe how such qualification would contribute to the provision of such services. Please note that it is the Tenderer's responsibility to assemble a team with the same qualification in case of personnel movement during the Contract Period.

Name	Job Title	Qualification	Role and Contribution in the provision of services under the Tender

Part 4: Major Operational Requirements Management

Tenderers are required to demonstrate their adequacy of manpower, market experience and track record of services committed to the provision of services under the Tender. Please submit reference for the following:

- a) Present a detailed program plan with milestones, the team structure (including sub-contractors and specialists, if applicable), and the responsibilities of key personnel.
- b) Propose communication and reporting mechanisms to ensure effective collaboration and transparency.
- c) Details for the internal review and monitoring mechanism and the proposed key performance index on, but not limited to
 - Bus checking frequency (times per route/day/week/month)
 - Air conditioning cleaning schedule (times per route/day/week/month)
 - Pest control frequency (times per route/day/week/month)
 - Cleaning frequency (times per route/day/week/month)
 - Emergency call center response time (the designated responsible party)

Part 5: Quality Assurance

Tenderers are required to provide examples of how they have achieved and maintained high-quality standards. Please submit reference for the following:

- a) Outline quality assurance processes and procedures, quality control measures and inspections demonstrating your adherence to industry standards and best practices.
- b) List out information to assess the insurance coverage and involvement in any legal proceedings / fatal incident / traffic accident including but not limited to:
 - Statement of whether the Tenderer is/was involved in any legal proceedings and/or fatal accidents within the preceding twenty-four (24) months from the Tender Submission Date and details of such (if any);
 - Statement of whether the Tenderer is/was involved in any traffic accident, incidents involving personal injuries or employee accusation within the preceding twelve (12) months from the Tender Submission Date and details of such (if any);
 - Mileage for the buses proposed to serve HSITPL;
 - Total number of buses in the fleet and the average year of services; and
 - Total number of the drivers and the average number of years of holding a bus driving license.

Part 6: Service Plan

Tenderers should provide their previous relevant project experience(s) in Hong Kong and demonstrate their ability to submit reference for the following aspects:

- a) Identify and analyze potential risks specific to the execution of HSITPL's current shuttle bus services planning as described in the Tender Documents, (e.g. feasibility of tentative schedule, route, dates, etc.) particularly those relevant to HSITPL, and outline strategies for mitigating those risks; and
- b) Provide service plan or any plan for implementation of services standard with reference to HSITPL to show the Tenderer's understanding of the service standards.

Part 7: Value-adding/innovative Technological Application

Tenderers should provide proposals for value-adding or innovative technological applications to enhance their services, e.g. real time tracking and passenger information, mobile ticketing and payment solutions, Wi-Fi onboard, intelligent fleet management, electric or hybrid buses, enhanced accessibility features, data driven analytics and passenger insights, etc.

- a) List out the application(s) that can be provided free of charge for the Tender; and
- b) List out the application(s) that can be provided with a chargeable fee for the Tender, together with all the initial and/or maintenance costs.

Part 8: Presentation deck

To facilitate a comprehensive assessment of your proposal, HSITPL will invite the qualified Tenderer(s) to present their proposal to the Tender Assessment Panel. Tenderers shall provide a PowerPoint deck for a presentation that is no longer than 30 minutes to highlight the key aspects of the proposal, which shall include the followings:-

- a) Detailed team structure (including sub-contractors and specialists, if any) and the key personnels' responsibilities;
- b) Highlight a selection of the Tenderer's past relevant projects similar to this project;
- c) Demonstrate the Tenderer's understanding of the project scope in presenting the takeover and implementation plan that should covered the requirements point 8 and 9 of above Mandatory Assessment Criteria;
- d) Identify any potential constraints or challenges related to the project and demonstrate the Tenderer's capabilities with strategies to overcome these constraints;
- e) Outline the Tenderer's quality assurance processes and procedures, including how they can ensure adherence to industry standards and best practices; and
- f) Propose an objectively measurable service standard and any value-adding services to be provided beyond the requirements of the Tender.

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