

# Hong Kong-Shenzhen Innovation and Technology Park Limited

**Tender Document**  
**Corporate vehicle rental & driver service**

**Tender Reference:**  
**FD-03-06-02(072)**

**Tender Closing Date:**  
**23-Oct-2024**  
**12:00pm (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 corporate vehicle rental & driver service (“**Services**”) 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 (the “**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.
- 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 **3** months from the Tender Closing Date (the “**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 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 3 days before the Tender Closing Date to:

Alex Lam – Manager, Procurement  
Email: alex.lam@hsitp.org  
Telephone No.: (852) 2629 7066

The Tenderer shall state in the email subject heading “Tender Enquiry - FD-03-06-02(072)” 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 p.m. on 23-Oct-2024 (the “**Tender Closing Date**”).
- b) Tenderers shall follow a one-envelope system, as set out below, in submitting their Tenders:

- (i) 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: Corporate vehicle rental & driver service (Ref. No. FD-03-06-02(072))”>

And the Tenderer’s company name

- c) Tenderers shall ensure that their Price Proposal is prepared in accordance with the Submission Requirements provided in the Tender Documents.

- d) The Tenderers shall submit their Price Proposal in 1 sealed envelope from 9:00 a.m. to 12:00 p.m. on or before 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 12:00 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 (Monday to Friday, except public holidays).
- h) 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.
- i) 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:
- 100 % 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.

## 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 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 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.

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. Non-collusion**

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.

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.

All anti-competitive practices are strictly prohibited and the Tenderer’s attention is drawn to its obligations under the Competition Ordinance (Cap. 619).

### **13. Payment Terms**

Payment for the Services will be made on a monthly basis. Payment to the successful Tenderer will be made within 30 days against invoice upon acceptance of the Services by HSITPL.

Electricity charging fee, tunnel fee and car park fee spent by the successful Tenderer for the Services can be reimbursed by HSITPL every month with actual invoice as proof.

## **PART II: Purchase Order Terms and Conditions**

HSITPL shall issue a purchase order (“PO”) to the successful Tenderer 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

Documents to be sign and submit		Tender Schedule No.
1.	Tender Submission Information	1
2.	Non-collusive Tendering Certificate	2
3.	Form of Tender	3

Number of documents required:

- a) 1 set of the “Price Proposal” and “Documents to be sign and submit”, in hard copies.



## Tender Schedule 1: Tender Submission Information

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

Dear Sir / Madam,

**Corporate vehicle rental & driver service  
(Ref. no. FD-03-06-02(072))**

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 **Corporate vehicle rental & driver service**  
**(Ref. no. FD-03-06-02(072))** (the “Agreement”)

1. We, \_\_\_\_\_ of  
(name(s) of the Tenderer(s))

\_\_\_\_\_  
(address(es) of the Tenderer(s))

refer to the tender for the Agreement (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 Agreement 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 Agreement, 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 Agreement, 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,

**Corporate vehicle rental & driver service  
(Ref. no. FD-03-06-02(072))**

1. We undertake that if our Tender is accepted, to commence the Services and complete and deliver the Services within the time stated in the Tender Document.
2. We agree that this Tender shall be valid for a period of 3 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 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 formal agreement is prepared and executed by HSITPL and us (the “**Formal Agreement**”) or 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 Formal Agreement or purchase order, as the case may be. We undertake to abide by the terms of the Formal Agreement and/or the Purchase Order Terms and Conditions enclosed with the Tender Documents in the event that our proposed revisions (if any) to the Formal Agreement and/or the Purchase Order Terms and Conditions 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,

### Corporate vehicle rental & driver service (Ref. no. FD-03-06-02(072))

1. The quotation shall be valid for 3 months from the Tender Closing Date specified in the Tender Documents.
2. The price indicated in the tables below covers all the items specified in the Requirement Specifications of the Tender Documents.
3. HSITPL reserves the right to modify, amend or revise any requirements and/or terms and conditions stated in the Tender Documents.
4. The total price is inclusive of all costs or charges which we will incur in the provision of the goods or services.
5. Vendors should provide pricing for both 1-year and 2-year contracts, and HSITPL can decide the contract duration at our option.

#### 1-year contract

Item	Description	Unit	Quantity (a)	Unit Price (b)	Amount (HK\$) (a) x (b)
A1	One electric vehicle (“EV”) with the following specification i. 7-seater ii. Brand new Please specify: a. Vehicle Type: _____ b. Model: _____ c. First Registration Date in Transport Department of HKSAR: _____ d. Other information (if any): _____	Month	12		
A2	Driver Fee	Month	12		
A3	Carpark (tentatively located in Causeway Bay or Taihang area, but can be changed according to HSITPL’s instruction) (Estimation)	Month	12		
A4	Deposit (if any)	Job	1		

**2-year contract**

Item	Description	Unit	Quantity (a)	Unit Price (b)	Amount (HK\$) (a) x (b)
B1	One electric vehicle ("EV") with the following specification  i. 7-seater ii. Brand new  Please specify: a. Vehicle Type: _____ b. Model: _____ c. First Registration Date in Transport Department of HKSAR: _____ d. Other information (if any): _____	Month	24		
B2	Driver Fee	Month	24		
B3	Carpark (tentatively located in Causeway Bay or Taihang area, but can be changed according to HSITPL's instruction) (Estimation)	Month	24		
B4	Deposit (if any)	Job	1		
<b>Total Amount</b>					

Optional items:					
a	Notional overtime ("OT") charge per hour for ad-hoc services provided on Sat, Sun and public holidays) *Actual hours will vary depending on the actual situation	Hour	1		
b	Other scenarios (please specify, examples include extreme adverse weather conditions, services required outside regular service hours, etc.)	Hour	1		
Remarks for OT arrangement: _____					
c	Optional charge: Driver with Mainland driving license	Month	1		
d	Optional charge: Vehicle with Cross Border Permit (GBA area)	Month	1		

**Remarks: Electricity charging fee, tunnel fee and car park fee spent by the successful Tenderer for the Services can be reimbursed by HSITPL every month with actual invoice as proof. Notional Overtime Charges per month (HK\$) must be specified.**



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We offer to provide the goods and/or 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.

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Authorised Signature (with company chop)

Name & Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Tender Schedule 5: Requirement Specifications

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

### Corporate vehicle rental & driver service (Ref. no. FD-03-06-02(072))

The scope and specific requirements of the goods/services which the 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 vendors to submit tender for corporate vehicle rental & driver service.

#### 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 (HSITPL).

HSITP envisions to serve as the world’s knowledge hub and innovation & technology (I&T) centre, converging enterprises, research & development (R&D) institutions and higher education institutions from local, Mainland and overseas, which can connect upstream and midstream research to downstream market, further enhancing collaboration among industry, academic and research sectors.

HSITP focuses on three I&T industries including life and health technology, artificial intelligence and data science, as well as advanced manufacturing and new energy technology.

With the size of 87.7 hectares in the Lok Ma Chau Loop, HSITP is the largest-scale and a long-term project in Hong Kong, which will be developed in two phases. There will be over 30 buildings to be built in the first phase (i.e. Phase 1) with a total GFA of approx. 1,000,000 sq. m offering wet labs, dry labs, offices, accommodations and a wide range of communal facilities including F&B and general retail spaces.

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.

#### 5.3 The Brief

Vendors should make certain that the prices quoted are accurate and cover all the equipment and services required for delivery of the “Scope of Service” as specified below, before submitting its proposal. Under no circumstances will HSITPL accept any request for price adjustment on the ground that a mistake has been made in the price proposal.

## 5.4 Purposes of Services

Corporate vehicle rental and driver service for a 1-year or 2-year contract. Vendors are requested to submit the price proposal for the full scope of the Services. No partial scope or alternation of price after proposal submission will be considered or accepted.

## 5.5 Scope of Services

### Contract terms:

- Refer to the selection from HSITPL in Tender Schedule 4: Price Schedule.

### Regular Service Hours:

- Monday to Friday: From 0730 – 2000 hours
- The service hours shall start when the car is picked up at the designated car park and shall end when the car is returned at the same car park.
- The driver is requested to pick up the user at 0745 tentatively in the Tai Hang area (or other areas in Hong Kong to be determined according to HSITPL's instruction), with pick up spot to be confirmed.

### Driver Overtime (OT) services:

- Overtime services may be required on working days, Saturdays, Sundays, public holidays, , etc., for which the successful Tenderer and the driver will be notified at reasonable notice.

### Vehicle Type:

- Brand new EV (7-seater)
- Battery capacity: 90kWh
- Drive range (WLTP): 400km
- Motor output: 149kW
- Torque: 350Nm

### Services requirements:

#### I. Vehicle (MUST be ready before the contract start date)

##### a. Unlimited Mileage:

- The vehicles should have unlimited mileage.

##### b. Replacement Vehicle within Hong Kong:

- In the event that the leased vehicle requires maintenance or repair, the successful Tenderer should provide a similar grade replacement vehicle within Hong Kong while the leased vehicles is being maintained or repaired.

##### c. 24-Hour Breakdown Assistance Service:

- The vendor should offer 24-hour breakdown assistance service for immediate assistance in case of vehicle breakdowns.

##### d. Routine Maintenance and Statutory Checking:

- The vendor is responsible for routine maintenance of the vehicle, including the replacement of tires, and statutory checking of the vehicles.

**e. Insurance Coverage:**

The vendor must provide comprehensive vehicle insurance that includes full coverage for collision damage and theft protection, as well as battery damage or replacement, including wear and tear on all charging equipment. This coverage should be considered against potential risks and the value of the EV for a period of 1 or 2 years.

At the request of HSITPL, the Tenderer shall maintain comprehensive vehicle insurance with a reputable insurance company or companies throughout the term of commercial vehicle insurance, covering all vehicles owned or hired by the Tenderer. This insurance policy must fully comply with the laws of Hong Kong, including but not limited to the Motor Vehicles Insurance (Third Party Risks) Ordinance (Cap. 272), with a minimum liability coverage of HK\$100,000,000 for any single event resulting in death or bodily injury, in accordance with statutory requirements. Coverage must extend for the entire leasing period (tentatively from 1-Dec-2024 to 30-Nov-2025 / 1-Dec-2024 to 30-Nov-2026).

The Tenderer is required to make all reasonable efforts to ensure that HSITPL receives copies of the insurance policies, receipts for premium payments, and any other relevant information regarding the insurance and associated claims that HSITPL may request.

**f. Insurance Deductibles and Damage Repair:**

- The vendor is liable for the corresponding insurance deductibles, any costs incurred for arranging and conducting repair services for any damage to the leased vehicle(s).

**g. Vehicle Registration and Licensing Fees:**

- The vendor is responsible for the vehicle registration, annual vehicle examination, and license fees for the leased vehicle(s).

**h. Free Car Wash and Wax:**

- The vendor should provide free weekly car wash and wax services for the leased vehicles.

**i. Cross-Border Operations:**

- The successful Tenderer shall have capability and experience in handling cross-border (Hong Kong – Mainland China) services, including compliance with relevant regulations. If HSITPL is not satisfied that the successful Tenderer has the required capability and experience, HSITPL has the sole and final discretion to replace the successful Tenderer with other Tenderers.

- Vehicle requirements required for cross-border travel shall be borne solely by the successful Tenderer (Please note that the following is not an exhaustive list. It is the successful Tenderer's sole responsibility to prepare required fees, documentations and maintenance to comply with relevant laws and regulations for cross-border driving):

■ Fees:

- ◆ Cross border vehicle license fee
- ◆ Cross border permit fee
- ◆ Hong Kong border permit fee
- ◆ China insurance coverage (e.g. Traffic Accident Liability Insurance for Motor Vehicles)
- ◆ China custom fees
- ◆ Vehicle examination fees for China Transport department requirement
- ◆ Fees for other required documentation, licenses, and permits for cross-border travel

- Documentation:
  - ◆ Ensure that any additional permits specific to the vehicle type are included
  - ◆ Agency fees for document submission and related procedures in China
  - ◆ Other required documentation, licenses, and permits for cross-border travel
- Maintenance:
  - ◆ Regular maintenance checks shall be done by the successful Tenderer to meet both Hong Kong and Mainland China laws and regulations
- Driver requirements:
  - Licenses and Documentation
    - ◆ Valid Mainland driving license
    - ◆ Other required documentation, licenses, and permits for operating vehicles in both Hong Kong and Mainland China.
  - Awareness of Emergency Procedures
    - ◆ The driver shall be acquired with information on emergency procedures and have access to necessary support during cross-border travel
- Contact information:
  - Support: The successful Tenderer shall provide the contact information of a contact person for emergency contact or questions during cross-border operations
- Invoicing for Cross-Boundary Requirements
  - Clear Itemization:
    - ◆ Ensure that all cross-border services are clearly itemized on the invoice from the successful Tenderer to HSITPL. This includes specific charges related to traveling to and from the Greater Bay Area (GBA), any tolls, and any other additional fees.
  - Documented Evidence:
    - ◆ Attach supporting documents such as:
      - Travel logs;
      - Receipts for tolls and fees;
      - Any permits or licenses required for cross-border travel; and
      - Any other required documents.
  - Currency Considerations:
    - ◆ The currency used shall be specified for cross-border charges on invoices from the successful Tenderer to HSITPL. Please ensure clarity on any currency conversion rates if applicable.
  - Compliance with Regulations:
    - ◆ Compliance with any regulations regarding cross-border transportation shall be ensured, which may affect invoicing (e.g., taxes, tariffs).

## II. Driver

### a. **Designated Experienced Driver:**

The leased vehicle should come with a dedicated and experienced driver who has at least five years of experience driving corporate vehicles.

### b. **Replacement Manpower:**

- In the event that the designated driver is on leave, unable to work, or suspended by HSITPL due to poor performance, including but not limited to inability to properly perform the assigned duties, non-compliance with the ground rules\*, continuous disobedience to reasonable instructions from the responsible staff of HSITPL or unethical behaviors, the vendor should provide a replacement driver with similar experience as soon as possible.

\* Ground rules for driver:

1. Professional Conduct: Always be polite, respectful, and maintain a professional demeanor with the CEO and all staff.
2. Dress Code: Wear appropriate professional attire.
3. Punctuality: Arrive on time and adhere to scheduled service hours.
4. Information Security: Keep all conversations and information within the vehicle or company area confidential; never share it outside the company.
5. Workspace Cleanliness: Maintain good personal hygiene and keep the vehicle tidy.
6. Health Policy: Stay home if sick and inform vendor and relevant staff early. Alcohol consumption during work hours is prohibited.
7. Compliance: Follow these rules; non-compliance may result in replacement with 7 days' notice.

**c. Driver's Fees and Insurance:**

- HSITPL is **not** responsible for the driving license fees, employee compensation insurance, and other relevant insurance and fringe benefits of the driver.

**d. Driver Selection:**

- HSITPL reserves the right to select the designated driver through interviews with drivers proposed by the successful Tenderer. HSITPL has the sole and final discretion in selecting the designated driver and has the right to request alternative drivers without providing any reasons and the quoted driver cost should always remain consistent.

**e. Valid Closed Area Permit:**

- Both the vehicle and drivers must possess a valid Closed Area Permit.

**f. Car Park**

- The leased vehicle(s) shall be parked overnight in the car park to be agreed by HSITPL.

**g. Charging Requirement Clause**

- The driver must ensure that the vehicle operates in full mode, remains stable, and has adequate battery power for our needs.

■ **Charging Location:**

It is recommended to charge the vehicle at the designated company parking area used by HSITPL. There will be no overtime charges for the driver for charging outside of office hours.

■ **Charging Equipment:**

The successful Tenderer is responsible for ensuring that the vehicle is equipped with the necessary charging equipment, such as charging cables, that are compatible with the charging stations available in the car park used by HSITPL.

**Formation of Contract:**

- There will be no contract between HSITPL and any vendors who have submitted quotation unless and until the original Purchase Order has been issued by HSITPL in relation to this Tender.

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