

**CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF
THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY
LINK**

FORM OF TENDER

**CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

FORM OF TENDER

CONTENTS

FORM OF TENDER

APPENDIX 1 – TENDER AND CONTRACT PARTICULARS

APPENDIX 2 – PRICING DOCUMENT

Comprising the following:

1. Preambles
2. Pricing Schedule
3. Pricing Make-up
4. Schedule of Payment Stages

**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

FORM OF TENDER

To: KCM-PML JV
3rd Floor
8 Chong Fu Road
Chai Wan
Hong Kong

Dear Sirs,

1. Having inspected the Site, examined the Main Contract documents, Terms and Conditions, the Tender Drawings and the Particular Specification of the Sub-contract, any addenda and all other information issued by you for the execution of the Sub-contract Works under the above- mentioned Sub-contract and having completed the Pricing Document contained in Appendix 2 hereto, we hereby offer to execute the Sub-contract Works in conformity with the relevant provision in the Main Contract documents, Terms and Conditions of Sub-contract, the Tender Drawings, the Particular Specification, any addenda and Appendices 1 and 2 hereto for such sum as shall be ascertained in accordance with the Terms and Conditions of Sub-contract.
2. We confirm that, at the date hereof, we are not aware of any requirement contained in the documentation referred to in paragraph 1 above with which it is physically impossible to comply, save to the extent disclosed in the Tender.
3. We agree if our tender is accepted to enter into a formal Sub-contract for DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK with the Main Contractor in the form contained in the tender document.
4. In consideration of your supplying us, at our request, with the draft contract documents and agreeing to examine and consider this Tender, we undertake:
 - (a) to keep this Tender open for acceptance for the period stated in Appendix 1 hereto without unilaterally varying or amending its terms;
 - (b) whether or not this Tender is accepted, to hold in confidence all documents issued to us and information whether technical or commercial supplied to us at any time by or on behalf of the KCM-PML JV in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.

5. We undertake to treat all information relating to the Tender as private and confidential. We shall not, without the prior written consent of the KCM-PML JV, disclose the provisions of the Invitation to Tender or any addenda thereto or any Invitation to Tender Information unless:
 - (a) the Invitation to Tender Information so disclosed is public knowledge or is already known to the recipient at the time of disclosure; or
 - (b) the disclosure is required by any law or order of a court or competent regulatory authority; or
 - (c) the disclosure is to our professional advisers who receive the same under a duty of confidentiality.
6. We confirm that we did not, and shall not throughout this entire Tender process, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Tenderers with regard to the financial offer, terms or conditions of this Tender (save as may have been expressly authorised in writing by the KCM-PML JV).
7. We further confirm that we have not communicated to any person other than the KCM-PML JV the amount or other details of this Tender, adjusted the amount or other details of this Tender by arrangement with any other person, made any arrangement with any other person about whether or not we or that other person should tender or otherwise colluded with any other person in any manner whatsoever. We also undertake that at any time after submission of this Tender and until we are notified by the KCM-PML JV of the outcome of this Tender exercise we will not communicate to any person other than the KCM-PML JV the amount or other details of this Tender. This provision shall not apply to our communications in strict confidence with our own insurers or brokers to obtain an insurance quotation for computation of the Tender price and communications in strict confidence with our consultants or Sub-contractors to solicit their assistance in preparation of this Tender. Any breach or non-compliance with this provision shall invalidate this Tender and we shall be liable to the KCM-PML JV for any loss or expense incurred by them arising from or in connection with such breach or non-compliance.
8. We also confirm that we have duly obtained the consents and authorisations from all the data subjects for submitting their Personal Data in the Tender and for receiving any data protection notices on their behalf. We also confirm that each of the data subjects fully understands the extent of the Personal Data submitted, agrees to the purposes of the submission, and agrees that the Personal Data may be transferred to third parties as stated in the Instructions to Tenderers and the Contract. We are authorized to receive on behalf of the data subjects any data protection notices. Such data subjects have the right to ask for a copy of the information the KCM-PML JV holds on them and which is subject to the Personal Data (Privacy) Ordinance (Chapter 486, Laws of Hong Kong) and the European Union's General Data Protection Regulation 2016 and to correct any inaccuracies in such information.

9. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.
10. We understand that you are not bound to accept the lowest or any Tender you may receive.
11. This Tender shall be governed by and construed in all respects in accordance with the laws for the time being in force in Hong Kong.

Yours faithfully,

Signature_____

Name and Title_____

For and on behalf of _____

Address _____

Before (witness) _____
(Signature & Name)

Date _____

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**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

FORM OF TENDER

To: KCM-PML JV
3rd Floor
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Dear Sirs,

1. Having inspected the Site, examined the Main Contract documents, Terms and Conditions, the Tender Drawings and the Particular Specification of the Sub-contract, any addenda and all other information issued by you for the execution of the Sub-contract Works under the above- mentioned Sub-contract and having completed the Pricing Document contained in Appendix 2 hereto, we hereby offer to execute the Sub-contract Works in conformity with the relevant provision in the Main Contract documents, Terms and Conditions of Sub-contract, the Tender Drawings, the Particular Specification, any addenda and Appendices 1 and 2 hereto for such sum as shall be ascertained in accordance with the Terms and Conditions of Sub-contract.
2. We confirm that, at the date hereof, we are not aware of any requirement contained in the documentation referred to in paragraph 1 above with which it is physically impossible to comply, save to the extent disclosed in the Tender.
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4. In consideration of your supplying us, at our request, with the draft contract documents and agreeing to examine and consider this Tender, we undertake jointly and severally:
 - (a) to keep this Tender open for acceptance for the period stated in Appendix 1 hereto without unilaterally varying or amending its terms and without any member withdrawing or any other change being made in the composition of the partnership joint venture/consortium on whose behalf this Tender is submitted;
 - (b) whether or not this Tender is accepted, to hold in confidence all documents issued to us and information whether technical or commercial supplied to us at any time by or on behalf of the KCM-PML JV in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
5. We undertake to treat all information relating to the Tender as private and

confidential. We shall not, without the prior written consent of the KCM-PML JV, disclose the provisions of the Invitation to Tender or any addenda thereto or any Invitation to Tender Information unless:

- (a) the Invitation to Tender Information so disclosed is public knowledge or is already known to the recipient at the time of disclosure; or
- (b) the disclosure is required by any law or order of a court or competent regulatory authority; or
- (c) the disclosure is to our professional advisers who receive the same under a duty of confidentiality.

- 6. We confirm that we did not, and shall not throughout this entire Tender process, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Tenderers with regard to the financial offer, terms or conditions of this Tender (save as may have been expressly authorised in writing by the KCM-PML JV).
- 7. We further confirm that we have not communicated to any person other than the KCM-PML JV the amount or other details of this Tender, adjusted the amount or other details of this Tender by arrangement with any other person, made any arrangement with any other person about whether or not we or that other person should tender or otherwise colluded with any other person in any manner whatsoever. We also undertake that at any time after submission of this Tender and until we are notified by the KCM-PML JV of the outcome of this Tender exercise we will not communicate to any person other than the KCM-PML JV the amount or other details of this Tender. This provision shall not apply to our communications in strict confidence with our own insurers or brokers to obtain an insurance quotation for computation of the Tender price and communications in strict confidence with our consultants or Sub-contractors to solicit their assistance in preparation of this Tender. Any breach or non-compliance with this provision shall invalidate this Tender and we shall be liable to the KCM-PML JV for any loss or expense incurred by them arising from or in connection with such breach or non-compliance.
- 8. We also confirm that we have duly obtained the consents and authorisations from all the data subjects for submitting their Personal Data in the Tender and for receiving any data protection notices on their behalf. We also confirm that each of the data subjects fully understands the extent of the Personal Data submitted, agrees to the purposes of the submission, and agrees that the Personal Data may be transferred to third parties as stated in the Instructions to Tenderers and the Contract. We are authorized to receive on behalf of the data subjects any data protection notices. Such data subjects have the right to ask for a copy of the information the KCM-PML JV holds on them and which is subject to the Personal Data (Privacy) Ordinance (Chapter 486, Laws of Hong Kong) and the European Union's General Data Protection Regulation 2016 and to correct any inaccuracies in such information.
- 9. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.

10. We understand that you are not bound to accept the lowest or any Tender you may receive.
11. This Tender shall be governed by and construed in all respects in accordance with the laws for the time being in force in Hong Kong.

Yours faithfully,

(1) Signature _____

Name and Title _____

For and on behalf of _____

Address _____

Before (witness) _____
(Signature & Name)

Date _____

(2) Signature _____

Name and Title _____

For and on behalf of _____

Address _____

Before (witness) _____
(Signature & Name)

Date _____

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AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

APPENDIX 1 TO THE FORM OF TENDER:

TENDER PARTICULARS

TENDER VALIDITY PERIOD

1. The period for acceptance shall be at least 6 month after the latest date for submission of the Tender or such later date as may be agreed in writing by KCM-PML JV.

**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

APPENDIX 2 TO THE FORM OF TENDER

PRICING DOCUMENT

CONTENTS

A. PREAMBLES

1. General
2. Pricing Schedule and Cost Centres
3. Schedule of Payment Stages
4. Pricing make-up

B. PRICING SCHEDULE

C. PRICING MAKE-UP

D. SCHEDULE OF PAYMENT STAGES

**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

APPENDIX 2 TO THE FORM OF TENDER

PRICING DOCUMENT

PREAMBLES

1. GENERAL

- 1.1 This is a contract on a fixed all inclusive lump sum basis, the Sub-contract Sum of which shall not be adjusted unless permitted by the express provisions of the Sub-contract. The Sub-contract Sum, which may be adjusted in accordance with the express provisions of the Sub-Contract, represents the Sub-Contractor's full entitlement for the execution of the Sub-contract Works and performance of all obligations under the Sub-contract as described in or to be inferred from the Sub-contract as a whole.
- 1.2 The scope and extent of the Sub-contract Works are to be ascertained by reference to the Sub-contract as a whole and shall not be limited in any manner whatsoever by the descriptions or quantities included in the Pricing Document.
- 1.3 The Contract does not provide for fluctuations in prices.
- 1.4 All rates and prices are expressed in Hong Kong dollars.

2. PRICING SCHEDULE AND COST CENTRES

- 2.1 The Sub-contract Works are divided into Cost Centres, each of which represents a series of interrelated items associated with the Sub-contract Works. The Pricing Schedule identifies the Cost Centres, the values of which make up the Sub-contract Sum. The price of the works comprised within each Cost Centre is the Cost Centre Value.

3. SCHEDULE OF PAYMENT STAGES

- 3.1 The Schedule of Payment Stages sets out the manner in which the Sub-contract Works have been divided for payment purposes. Each Payment Stage shall be calculated as the product of the Cost Centre Values of Cost Centres 1 to 4 (as may be adjusted from time to time in accordance with the Sub-contract) and the appropriate payment percentage(s) for the achieved Payment Stage(s) shown in the Schedule of Payment Stages.

4. PRICING MAKE-UP

- 4.1 The Sub-contractor shall be wholly responsible for the completeness, adequacy and accuracy of the pricing documents which are not subject to re-measurement or adjustment in respect of any under-measurement, errors or omissions in the pricing document
- 4.2 The quantity inserted against each item in the pricing documents is solely for compilation of a total sum and shall in no circumstances represent the actual quantity of any portion of the Sub-contract Works.
- 4.3 The rates and/or prices entered in the pricing documents shall be deemed to cover all the Sub-contractor's liabilities and obligations set forth or implied in the Sub-contract and all matters and operations necessary for the proper design, manufacture, inspection and testing at the manufacturer's works, delivery, installation, relocation, construction, completion, testing and commissioning of the Sub-contract Works.
- 4.4 The Sub-contractor shall fill in the pricing documents at the spaces provided therein items and their respective quantities, rates and/or prices that are necessary to complete each part of the Sub-contract Works.
- 4.5 The item descriptions in the pricing documents have included generally the requirements of the works as described. The Sub-contractor is to note for any departures and incompleteness between these item descriptions and those requirements from the Specifications and the Drawings, and is to include in his pricing for such departures and incompleteness. No claim for ignorance of such departures and incompleteness will be entertained.

5. Option

- 5.1 The Optional items will only form part of the Sub-contract if the relevant options are exercised. The value of these options are not form part of the Sub-contract sum.
- 5.2 The KCM-PML JV may, within 14 months from the commencement date of the Sub-contract Works, exercise the following Option in whole or in part as part of the Sub-contract Works. The Sub-contractor shall not be entitled to any extension of time nor to any additional payment nor to any revision of the rates and prices shown in the Pricing Document whether the Option is or is not exercised by the KCM-PML JV.

**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

APPENDIX 2 TO THE FORM OF TENDER

PRICING SCHEDULE

COST CENTRES		COST CENTRE VALUES HK\$
Cost Centre 1	Preliminaries	
Cost Centre 2	AFCS Hardware	
Cost Centre 3	AFCS Software System	
Cost Centre 4	Others	
SUB-CONTRACT SUM HK\$		

OPTIONS:

COST CENTRES		COST CENTRE VALUES HK\$
Cost Centre 5	Optional AFCS Hardware for Hong Kong Port	

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**CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION
OF THE AUTOMATED FARE COLLECTION SYSTEM FOR
AIRPORTCITY LINK**

APPENDIX 2 TO THE FORM OF TENDER

PRICING MAKE-UP

**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

**APPENDIX 2 TO THE FORM OF TENDER
PRICING MAKE-UP**

Contents

Cost Centre 1	Preliminaries
Cost Centre 2	AFCS Hardware
Cost Centre 3	AFCS Software System
Cost Centre 4	Others
Cost Centre 5	Optional AFCS hardware for Hong Kong Port

KCM-PML JV
CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE
COLLECTION SYSTEM FOR AIRPORTCITY LINK

Pricing Make-Up

Cost Centre 1 – Preliminaries

Remarks for Price Validation Period:
6 Months from the Tender Submission date.

Item	Description	Quantity	Unit	Unit Price HK\$	Amount HK\$
1	<p>Allow for all cost provisions for compliance of preliminaries and general obligations necessary to complete the Sub-contract Works as required by the Sub-contract. All preliminaries items shall be itemized hereunder:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>				

TO SUMMARY OF COST CENTRE 1: _____

Pricing Make-Up

Cost Centre 2 – AFCS HARDWARE

Remarks for Price Validation Period:
6 Months from the Tender Submission date.

Item	Description	Quantity	Unit	Unit Price HK\$	Amount HK\$
Design, Supply and Installation of AFCS Hardware at ACL's station at 11SKIES					
1	Self-Service Kiosk	4	Number		
2	Tap /Scan & Pay Devices	4	Number		
3	Handheld POS Devices (w/ ticket inspection function)	2	Number		
4	POS Terminal for CS Counter	1	Number		
5	Data/Sim Card for Ticketing Devices	11	Number		
Provision of Spare of AFCS Hardware					
6	Self-Service Kiosk	1	Number		
7	Tap /Scan & Pay Devices	2	Number		
8	Handheld POS Devices (w/ ticket inspection function)	1	Number		
9	POS Terminal for CS Counter	1	Number		
10	Data/Sim Card for Ticketing Devices	5	Number		

TO SUMMARY OF COST CENTRE 2: _____

Pricing Make-Up**Cost Centre 3 – AFCS SOFTWARE SYSTEM****Remarks for Price Validation Period****6 Months from the Tender Submission date.**

Item	Description	Quantity	Unit	Unit Price HK\$	Amount HK\$
1	Cloud server for AFCS Backend Management System: (Name of Server providers and location)		Item		
2	Backup Cloud server for AFCS Backend Management System: (Name of Server providers and location)		Item		
3	AFCS Ticketing System		Item		
4	Common API for Calling Other Systems e.g. My HKG, etc.		Item		
5	Acquiring System for Visa, MasterCard, China Union Pay, JCB, American Express and Discover/Diners Club International), Apple Pay, Google Pay, Samsung Pay, Alipay, Alipay HK, WeChat Pay, WeChat Pay HK, BoC Pay, UnionPay QuickPass and Octopus terminal (certified by Octopus), with Automatic Add Value Service		Item		
6	AFCS Portal provide function and user interface for access, modify and retrieve of ticketing and transaction records for operator staffs and reporting services for generate the revenue/statistical reports for management staff.		Item		
7	Provision of payment gateway to handle all transactions with Payment Platform System and Back Office Management System		Item		

TO SUMMARY OF COST CENTRE 3: _____

KCM-PML JV**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK****Pricing Make-Up****Cost Centre 4 – OTHERS****Remarks for Price Validation Period:****6 Months from the Tender Submission date.**

Item	Description	Quantity	Unit	Unit Price HK\$	Amount HK\$
1	Provision of operational and maintenance training to the Employer's staff and provision of training documentation.		Item		
2	Provision of support for the AFCS system to maintain required reliability rate		Item		
/	Allow for all other costs* necessary to complete the Sub-contract Works as required by the Sub-contract but not included elsewhere in this part of the Pricing Make-up. All additional items shall be separately priced and itemized hereunder: * [please insert "NIL" in the Amount Column if no other costs required]				

TO SUMMARY OF COST CENTRE 4: _____

CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK

Pricing Make-Up

Cost Centre 5 – OPTIONAL AFCS HARDWARE FOR HONG KONG PORT

**Remarks for Price Validation Period:
14 months from the Tender Award date**

Item	Description	Quantity	Unit	Unit Price HK\$	Amount HK\$
1	Self-Service Kiosk	6	Number		
2	Tap /Scan & Pay Devices	6	Number		
3	Handheld POS Devices (w/ ticket inspection function)	4	Number		
4	POS Terminal for CS Counter	2	Number		
5	Data/Sim Card for Ticketing Devices	18	Number		

TO SUMMARY OF COST CENTRE 5: _____

**CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**

**APPENDIX 2 TO THE FORM OF TENDER
PRICING MAKE-UP**

SCHEDULE OF PAYMENT STAGES

Payment Stage No.	Payment Stage Description	Payment Percentage
1.	Submission of the draft design of the AFCS.	5%
2.	Submission of the final design of the AFCS, subject to approval on the design, configuration and system architecture of the AFCS by AAHK.	10%
3.	Submission of Material List, Method Statement and Inspection, Testing and Commissioning Plan.	5%
4.	Submission of Inspection, Testing and Commissioning Report and Operation and Training Manual.	10%
5.	Delivery of all AFCS hardware components to the ACL worksite.	20%
6	Completion of the server and portal configuration of AFCS.	20%
7.	Completion of the hardware installation of AFCS.	20%
8.	Testing and Commissioning with AAHK's acceptance.	10%
	<u>Total</u>	100%