

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

INSTRUCTIONS TO TENDERERS

THIS PAGE NOT USED

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

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Subject Heading</u>
1.	Introduction
2.	Invitation to Tender
3.	The Tender Documents
4.	Tender Submission
5.	Procurement Management
6.	Part A of Tender Submission – The Tender
7.	Part B of Tender Submission – Technical Proposal
8.	Part C of Tender Submission – Personal Data
9.	Options
10.	Confidentiality
11.	Offers of Gratuities
12.	Criteria for Award of Contract
13.	Tenderer's Undertakings
14.	Personal Data Protection
15.	Key Dates
16.	Date for Commencement / Contract Commencement Date

APPENDICES

Appendix 1	AFCS System and Hardware Compliance Checklist
Appendix 2	Declaration for Design Compliance

1. INTRODUCTION

- 1.1 KCM-PML JV has entered into a contract (hereinafter referred to as “the Main Contract”) with Airport Authority for People-Carrying Autonomous Vehicles and Associated Transportation System for Airport City Link. KCM-PML JV desires to execute the Design, Supply, Installation of the Automated Fare Collection System (hereinafter referred to as “the Sub-contract Works” which form part of the Main Contract Works comprised in and to be executed in accordance with the Main Contract.

For further information of the Main Contract, please refer to the link below for your reference.

https://kcsmhk-my.sharepoint.com/:b:/g/personal/kcm_keithhui_kcsmhk_onmicrosoft_com/EZuQRDkXYWIBqi9r6q5sirlB1kKJioSf5mdEAe_q5PU1fw?e=b7OC_hH

- 1.2 The tender documents of the Sub-Contract Works include the following documents (the “Tender Documents”):

- (a) Terms and Conditions:
- (b) the Particular Specification and its appendices
- (c) the Form of Tender and the following appendices:
 - a. Appendix 1 – Tender Particulars; and
 - b. Appendix 2 – Pricing Document

- 1.3 The Letter of Invitation to Tender and these Instructions to Tenderers are for the guidance of the Tenderer only. Such documents shall not form part of any contract subsequently concluded between KCM-PML JV and the Tenderer, nor be used in interpreting or construing any such contract, and neither KCM-PML JV nor its agents shall be responsible in any manner whatsoever for any representation or information contained therein as appropriate.

2. INVITATION TO TENDER

- 2.1 KCM-PML JV invites Tenderers to submit tenders (“the Tender”) for the following Sub-contract:

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

- 2.2 From the date of issue of the Letter of Invitation to Tender to the date for submission of tenders, any questions, queries and clarifications required from KCM-PML JV in respect of the Tender shall be communicated in formal letter to Mr. Keith Hui, Project Coordinator, KC Smart Mobility

Company Limited via e-mail: keithhui@kcm.com.hk. Tenderer shall not solicit comments or ask questions from other members of KCM-PML JV's staff or its consultants or Airport Authority Hong Kong in relation to the Tender. Failure to comply with this requirement may result in disqualification of the Tender.

3. THE TENDER DOCUMENTS

- 3.1 The Tenderer shall check all pages of the Tender Documents and in the event of discovery of any discrepancy or missing page, the Tenderer shall inform KCM-PML JV immediately.
- 3.2 Should the Tenderer for any reason whatsoever be in doubt about the meaning of anything contained in the Tender Documents, the Tenderer shall seek clarification from KCM-PML JV not later than one week before the date for submission of tenders (the "Tender Return Date"). The contract number and title should be clearly indicated on all correspondence. Any such application for clarification will be responded to by KCM-PML JV and, where appropriate, shall be circulated to all Tenderers.
- 3.3 Except for any such written clarification by KCM-PML JV which is expressly stated to be by way of an addendum to the Tender Documents and for any other document issued by KCM-PML JV which is similarly described, no written or verbal communication, representation or explanation by any employee of KCM-PML JV or its agents shall be binding on KCM-PML JV or shall be taken to bind KCM-PML JV under any contract subsequently awarded.
- 3.4 The Tenderer is advised that addenda and supplementary information may be issued prior to the Tender Return Date.
- 3.5 The Tenderer should note that there may be aspects of its Tender Submission which will necessitate discussion and clarification. It is intended that any aspect of such discussions or clarification, which are to have contractual effect, will be incorporated into the contract either:
 - (a) by way of amendments or additions to the Tender Documents, such amendments or additions to be prepared by KCM-PML JV and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; and/or
 - (b) by the Tenderer submitting at the written request of KCM-PML JV supplements to, or amended versions of, the documents forming part of the Tender, or documents which are expressly stated to form part of the Tender.
- 3.6 The Tenderer may be required to attend and give presentation(s) to representatives of KCM-PML JV to further elaborate on aspects of the Tender Submission within 1 week from the Tender Return Date.
- 3.7 KCM-PML JV may conduct post tender negotiation with any Tenderer or

Tenderers in order to determine the most advantageous tender for KCM-PML JV.

4. TENDER SUBMISSION

4.1 General

- (a) The Tender shall be completed in the English language.
- (b) The Tender Submission Information are as follows:

Contract Period:	From Commencement Date Until Key Date 4 (4-7-2028) as specified in Contract C23W14
Tender Reference Number:	KCSM/CN0004/A
Tender Issue Date:	15-11-2024
Tender Closing Date:	29-11-2024(Hong Kong Time:17:00)
Tender Submission Method:	Hardcopy Submission to the following address: 3/F,8 Chong Fu Road, Chai Wan, Hong Kong (From 9am to 6pm, Monday to Friday) With Pricing Proposal: Part A – The Tender Without Pricing Proposal: Part B – Technical Proposal Part C – Personal Data
Name of responsible officer:	Mr. Keith Hui (Project Coordinator) keithhui@kcm.com.hk

- (c) The Tender Submission shall consist of three parts as follows:

Part A – The Tender
Part B – Technical Proposal
Part C – Personal Data

- (d) The Tenderer shall, on or before the Tender Return Date, submit Tender Parts A, B and C. All parts of the Tender Submission shall be sealed in accordance with these instructions and the instructions contained in the Letter of Invitation to Tender and deliver the tender to KCM-PML JV's Tender Box at the **3rd Floor, 8 Chong Fu Road, Chai Wan, (From 9am to 6pm, Monday to Friday, except Public Holiday)**. In the event of a black rainstorm warning or a typhoon signal no. 8 or above being in force at any time between the hours of 9:00 and 14:00 on the Tender Return Date, the tender closing time will be extended to 14:30 on the next working day which is not a Saturday, following the removal of the rainstorm warning or typhoon signal.

- (e) The Tenderer shall notify the KCM-PML JV and Airport Authority Hong Kong (AAHK) by sending a single email to both addresses keithhui@kcm.com.hk (attention to **Mr. Keith Hui, Project Coordinator of KCM-PML JV**) & CWDTENDER@hkairport.com (attention to **Mr. Bernard Chan, Senior Manager, Contracts & Cost Control, Capital Works Management of AAHK**) upon deposit of their tender submission to the tender box according to Sub-clause 4.1 (d) above. Such notification shall serve as a notice only and shall **NOT** contain any Tender Submission (Part A, B & C).
 - (f) Generally, late tenders will not be considered by KCM-PML JV, except under special circumstances considered acceptable by KCM-PML JV.
 - (g) In the event of the Tenderer discovering a genuine error in any part of its Tender after it has been deposited but prior to the Tender Return Date, notice in writing should be given to Mr. Keith Hui, Project Coordinator, KC Smart Mobility Company Limited drawing attention to the error by enclosing, addressing, endorsing and depositing such notice in the like manner as for the Tender. All such amendments shall form part of the Tender. No amendment shall be deposited after the Tender Return Date.
 - (h) The Sub-contractor will be required to submit various documents to KCM-PML JV during the period of the contract for review pursuant to the provisions thereof. The Tenderer should note that the Tender Submission will not affect the Tenderer's obligation in this regard.
 - (i) Tenders will be opened in the presence of at least two authorized persons from assessment team.
- 4.2 Except where expressly permitted by the Tender Documents, the Tenderer shall not make any alteration, erasure or obliteration to the text of the Tender Documents.
- 4.3 Failure to comply with these Instructions to Tenderers may cause the Tender to be disqualified.
- 4.4 KCM-PML JV is not bound to accept the most advantageous tender or the lowest Tender or any Tender and KCM-PML JV may, at its sole discretion and for any reason whatsoever including but not limited to commercial considerations or circumstances where Tender price(s) exceed KCM-PML JV's estimates, or any matter concerning the statutory approval processes and/or judicial review proceedings, at any time up to the award of the Sub-contract, by notice in writing, withdraw or cancel the Invitation to Tender including the entire tender process. The Tenderer shall be solely responsible for all costs of preparing and submitting the Tender and shall not be entitled to any compensation whatsoever on the ground of any such Tender withdrawal or cancellation by KCM-PML JV.

- 4.5 The Tenderer participates in the tender process entirely at its own risk and KCM-PML JV will not under any circumstances be liable in any manner whatsoever for any loss, damage, cost or expense incurred by the Tenderer in connection with the preparation of the Tender, the submission of any additional information or the making of any presentation, or otherwise connected with the Tender (including but not limited to any Tender Addenda), irrespective of whether KCM-PML JV proceeds with the award of the Sub-contract.

5. PROCUREMENT MANAGEMENT

- 5.1 The tenderer shall not communicate to any person other than the KCM-PML JV the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise tendering process until the tenderer is notified by the KCM-PML JV of the outcome of the tender exercise. Any breach of or non-compliance with this clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate its tender.
- 5.2 Sub-clause 5.1 above shall have no application to the tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation or computation of tender price and communication in strict confidence with its consultants/ Sub-contractors to solicit their assistance in preparation of the tender submission.

6. PART A OF TENDER SUBMISSION – THE TENDER

6.1 Part A of the Tender Submission shall contain:

- (a) a covering letter which the Tenderer wishes to submit (optional, not a requirement);
- (b) the Form of Tender complete with:
 - (i) Appendix 1 – Tender Particulars;
 - (ii) Appendix 2 – Pricing Document

6.2 Form of Tender

- 6.2.1 The Form of Tender shall be in the form contained in the Tender Documents and shall be signed by a duly authorised representative of the Tenderer. Each signature to the Form of Tender shall be witnessed.
- 6.2.2 The Form of Tender including Appendices 1 and 2 to be submitted shall be complete and in the same order and format as provided to the Tenderer in the Tender Documents. All pages, including the sections (such as the Preambles, Schedule of Payment Stages, etc.) which do

not require the entering of any information by the Tenderer, shall be included in one whole document. These documents should not be re-typed.

6.2.3 **Appendix 1 – Tender Particulars**

This Appendix 1 shall be attached to the completed Form of Tender **without** amendment.

6.2.4 **Appendix 2 – Pricing Document**

The Pricing Document shall be in the form included in the Tender Documents as Appendix 2 to the Form of Tender. The Tenderer's particular attention is drawn to the following:

(a) Preambles

- (i) These Preambles and their attachments shall be submitted **without** any amendment.

(b) Pricing Schedule

- (i) The Tenderer shall complete the Pricing Schedule in the Pricing Make-up. The Tenderer shall total up the Cost Centre Values of all Cost Centres to produce the Sub-Contract Sum.

(c) Pricing Make-up

- (i) The Pricing Make-up shall be completed in accordance with the Preambles.

(d) Options

These Options will only form part of the Sub-contract if the relevant options is exercised. The value of these options does not form part of the Sub-contract sum:

- (i) Option for AFCS hardware for Hong Kong Port

(e) Schedule of Payment Stages

- (i) This Schedule of Payment Stages shall be submitted **without** any amendment.

6.4 **Submission**

The Tenderer shall submit the tender in a secure binding and sealed package:

- (a) the original of the documents, bound in a secure binding and marked **“CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK – Part A – The Tender (Original)”**;
- (b) one copy of the documents, bound using a loose leaf system and marked **“CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK ”**
- (c) an electronic copy in a USB drive (Non-returnable) of the following:
 - (i) the complete set of Part A of Tender Submission in PDF format, and
 - (ii) Pricing Document (Appendix 2 to Form of Tender) in MS Excel format.

Note: The hard copy of the Tender Submission shall take precedence over the electronic copy.

7. PART B OF TENDER SUBMISSION – TECHNICAL PROPOSAL

- 7.1 The Tenderer shall submit the following technical information to enable KCM-PML JV to evaluate the Tenderer’s capability to perform the Sub-contract Works.
- 7.2 KCM-PML JV may incorporate some of the Tenderer’s Technical Proposal which will form part of the contract documents.
- 7.3 Part B of the Tender Submission – Technical Proposal shall comprise the following separate sections:

- B1 - Company Background and Experience
- B2 - Technical Proposals
- B3 - Project Programme
- B4 - Quality Assurance and Safety Plan

7.4 Part B1 – Company Background and Experience

- 7.4.1 The Tenderer shall provide details of company background and job reference of similar type of operation and/ or maintenance services performed during the last ten (10) years including the following details:
 - (a) Project title and location of the services
 - (b) Clients' names
 - (c) Detailed Description of the Types of Services Undertaken
 - (d) No. of Operating Vehicles/devices/
 - (e) Contract Value (HK\$)
 - (f) Contract Commencement and Completion Date
 - (g) Evidence of references

(h) Job reference to Transportation Payment System

7.4.2 The Tenderer's attention is drawn to that it is preferably the Tenderer has also demonstrate their relevant experience in operation and/or maintenance of Automated Fare Collection System, which may be gained from local or overseas by the Tenderer itself or by its proposed key Sub-contractors, with at least one (1) job reference related to the provision of designing and implementing Automated Fare Collection System and/or one (1) job reference related to the provision of maintenance services for Automated Fare Collection System.

7.4.3 KCM-PML JV reserves the right to contact the Tenderer's current and former clients/customers, based on the details the Tenderer has provided, for references without prior or further notice to the Tenderer. Any references submitted in the Tender shall be deemed to authorise those clients/customers to release such information relating to the contracts listed as KCM-PML JV may request.

7.5 Part B2 – Technical Proposals

7.5.1 The Tenderer shall submit the following design and technical proposals and plans to describe how it intends to execute the Works:

- (a) **Preliminary Design Proposal complete with Proposed Equipment and Material Schedules**
- (b) **Maintenance Plan**
- (c) **Project Team Structure and Capability**
- (d) **Method Statement**
- (e) **Appendix 1 to these Instructions To Tenderers refers - AFCS System and Hardware Compliance Checklist**

7.5.2 The tender shall submit a **Preliminary Design Proposal complete with Proposed Equipment and Material Schedules** which include the following item:

- (a) **AFCS's System Architecture and its sub-systems** describing the proposed whole functions of both hardware and software, and its key components (e.g. Backend Management system, Payment Gateway, Devices Management System, Ticket Sales Machines)
- (b) **System and network architecture diagrams** describing the connection in between AFCS Backend and Frontend System mechanism.
- (c) **Detailed Testing and Commissioning Plan of AFCS** from system development and integration testing at components level to testing and trialing the AFCS as a whole in real-world for all operating scenarios.

7.5.3 The Tenderer shall submit a **Maintenance Plan** with the following information by elaborating the maintenance philosophy and methodology that the Tenderer intends to apply to the execution of the

maintenance services for Automated Fare Collection System for Airportcity Link:

- (a) Comprehensive maintenance schedule showing the frequency and duration for each of maintenance activities constituting the Comprehensive Maintenance Services, which will be carried out in sufficient frequency to meet the Sub-contract requirements
- (b) Breakdown Maintenance Services Plan shall include, but not be limited to,
 - (i) Methodology of system monitoring and root cause analysis for any breakdown;
 - (ii) Fault Response for both critical and non-critical system and equipment, fault investigation process and strategy;
 - (iii) Breakdown repair; and
 - (iv) Handling of Third Party Damage Repair;
- (c) Proposed emergency standby team in Hong Kong, blackstorm warning/typhoon team which maybe instructed by KCM-PML JV under Service Orders

7.5.4 The Tenderer shall submit a written declaration in the format shown in **Appendix 2** that its design proposal is in compliance with the Employer's Requirements.

7.5.5 The Tenderer shall submit a list of **Project Team Structure and Capability** showing the composition of the proposed project management team and any support from its head office. The role and responsibility of the staff members should be clearly specified

7.5.6 The Tenderer shall submit a **Method Statement** to describe the overall approach and methodology that will be used to complete the Sub-contract works and outline the sequence of work activities.

7.6 Part B3 – Project Programme

7.6.1 The Tenderer shall submit a **Project Programme** with the following information:

- (a) Overall timeline and milestone of the Sub-contract Works
- (b) Sequence of activities to complete the Sub-contract Works

7.7 Part B4 – Quality Assurance and Safety Plan

7.7.1 The Tenderer shall submit a **Quality Assurance and Safety Plan** with the following information:

- (a) Data Security measures, certificates or procedures

- (b) ISO standard certificates
- (c) Inspection and testing protocol
- (d) Hazard identification and risk assessment procedures.

7.8 Submission

7.8.1 The Tenderer shall submit the tender in a secure binding and sealed package::

- (a) the original of the documents, bound in a secure binding and marked "**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK – Part B – Technical Proposal (Original)**";
- (b) one copy of the documents, bound using a loose leaf system and marked "**CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK – Part B – Technical Proposal (Copy)**"; and
- (c) an electronic copy in a USB drive (Non-returnable) of full set of Part B – Technical Proposal in colored and PDF format

Note: The hardcopy of the Tender Submission shall take precedence.

8. PART C OF TENDER SUBMISSION – PERSONAL DATA

8.1 Part C of the Tender Submission shall include the detailed staff information of the key members of the proposed project management team.

8.2 Submission

The Tenderer shall submit Part C – Personal Data containing:

- (a) the original of the documents, bound in a secure binding and marked "**CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**" – Part C(i) – Personal Data (Original)";
- (b) one copy of the documents, bound using a loose leaf system and marked "**CONTRACT KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF THE AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY LINK**" – Parts C(i) – Personal Data (Copy)";
- (c) an electronic copy in a USB drive (Non-returnable) of full set of Part C – Personal Data in colored and PDF format.

9. OPTIONS

9.1 The Tenderer shall note that the following Options are included in this Sub-Contract:

(a) Option for AFCS hardware for Hong Kong Port

9.2 KCM-PML JV reserves the right to determine, following receipt of the Tenders, the adoption or otherwise in whole or in part, of any of the Options that are to be included in its tender assessment for contract award.

10. CONFIDENTIALITY

10.1 The Tender Documents, any addenda and further communication or information (whether contained in a document or otherwise) provided by KCM-PML JV to the Tenderer for this tender are and shall remain confidential at all times. The Tenderer shall not disclose and shall ensure that no parent company, fellow subsidiary, subsidiary company, shareholder, partner or employee discloses to any third party:

(a) information provided by KCM-PML JV, whether contained in the Tender Documents or otherwise supplied in connection with the Tender, except for the purpose of preparing the Tender; and/or

(b) Details of the Tender Submission.

10.2 If the Tenderer or any parent company, fellow subsidiary, subsidiary company, shareholder, partner or employee is found to be in breach of paragraph 10.1, KCM-PML JV reserves the right to immediately disqualify the Tender Submission.

10.3 The Tenderer shall not reproduce (or allow others to reproduce) any of the Tender Documents for any purpose other than for the preparation of the Tender Submission.

11. OFFERS OF GRATUITIES

11.1 If any Tenderer or its employee or agent shall be found to have offered or given any advantage (including but not limited to any gift, fee, discount, loan or reward of any sort) within the meaning of the term as defined in the Prevention of Bribery Ordinance to any employee or agent of KCM-PML JV, KCM-PML JV shall have the right to disqualify the Tenderer from participating further in the tender award process in KCM-PML JV's absolute discretion, but without prejudice to any of its other rights and remedies against the Tenderer.

11.2 The offer of an advantage or other inducement as defined in the Prevention of Bribery Ordinance Cap. 201 by any person with a view to influencing acceptance of a Tender is an offence under the said Ordinance. In any event, such action will result in rejection of the Tender.

12. CRITERIA FOR AWARD OF CONTRACT

- 12.1 The Contracts will be awarded to the Tenderer who complies with the requirements of these Instructions to Tenderers and whose tender conforms to the essential requirements of the tender documents and is the most advantageous in terms of the following evaluation criteria.
- 12.2 The most advantageous Tender will be determined by a combined technical and price evaluation described in paragraph 12.3 and an overall assessment of the Tenderer's capability to undertake the Sub-contract described in paragraphs 12.4.
- 12.3 The combined technical and price evaluation will be based on the following weightings and criteria:
- (a) Weightings: 40% for technical capability and 60% for price.
 - (b) The technical assessment of the Tenderer's capability will take into account the following technical aspects of the Tenderer:

Item	Technical Assessment Criteria	Weighting %
B1	Company Background and Experience	20
B2.1	Preliminary Design Proposal completed with Proposed Equipment and Material Schedules	20
B2.2	Maintenance Plan	15
B2.3	Project Team Structure and Capability	10
B2.4	Method Statement	15
B3	Project Programme	10
B4	Quality Assurance and Safety	10
	Total	100
	<u>Passing Score</u>	<u>60</u>

- (c) Any tenderer who fails to achieve the following minimum requirement will not be considered for contract award:
 - (i) The minimum passing score of 60% in the technical assessment.
- 12.4 In addition to the combined technical and price evaluation, KCM-PML JV will assess, at its absolute discretion, the Tenderer's capability to undertake the contract, taking into account the following:
- (a) the Tenderer's current financial capability;
 - (b) the sufficiency of the tender price for the contract which in the opinion of KCM-PML JV if each tender is unrealistically low in terms of price and may therefore affect the Tenderer's capability to carry out and complete the Sub-contract and/ or deliver services of the quality required in accordance with the terms of the Sub-contract;
 - (c) any past or current events or incidents which in the opinion of KCM-PML JV reflect adversely on the Tenderer's integrity, performance and other qualities as a competent and reliable Sub-

contractor; and

- (d) any other factors that KCM-PML JV considers to be relevant in determining the Tenderer's capability to undertake the Sub-contract.

- 12.5 As the two-envelope approach is adopted, the Technical Submission and the Pricing Document will be evaluated separately. The sealed envelope which contains the tender price documents will only be opened after the assessment panel has completed the evaluation of all technical submissions based on the specified marking scheme.
- 12.6 Technical Submissions which inadvertently placed inside the envelope containing tender price documents will not be considered.
- 12.7 The Tenderer who acquires the highest overall ranking in the combined technical and price evaluation described in paragraph 12.3 is assessed to be acceptable by KCM-PML JV in accordance with paragraphs 12.4 will be considered the most advantageous Tender.
- 12.8 KCM-PML JV reserves the right to accept or reject any abnormality or irregularity of any Tender, and to accept or reject any Tender which has not been prepared in strict conformity with the terms of this invitation, including but not limited to making any qualification, alteration, erasure or obliteration to the text of the Tender Documents.

13. TENDERER'S UNDERTAKINGS

- 13.1 The Tenderer, in submitting a tender, is deemed to have given the following undertakings to KCM-PML JV:
 - (a) The Tenderer has not engaged in any form of collusion or communication with the other tenderers that compromises competition among the tenderers for the package of contracts.
 - (b) The Tenderer has not submitted more than one tender for the package of contracts in compliance with the requirements of paragraph 13.3 below.
- 13.2 Any tender in breach of the sub-paragraph 13.1(a) will not be considered by KCM-PML JV.
- 13.3 The Tenderer, in submitting a tender, is deemed to have undertaken to KCM-PML JV that none of the Tenderer's parent companies, fellow subsidiaries and subsidiary companies (if any) has submitted a tender for the Contracts. Accordingly, no Tenderer is permitted to submit more than one tender for the Contracts. For the purpose of this condition, a Tenderer which submits a tender on its own behalf and/or as a participant or shareholder of a joint venture, as well as participant in a supplier or subcontractor capacity in response to the tender shall be considered as having submitted more than one tender. A holding company and its subsidiaries are considered as one and the same

tenderer. A Tenderer and its fellow subsidiaries are also considered as one and the same tenderer. KCM-PML JV will, in its absolute discretion, decide whether some or all of the tenderers found to be in breach of this condition will have their respective tenders disqualified.

14. PERSONAL DATA PROTECTION

14.1 The Tenderer shall submit Part C containing Part C(i) and Part C(ii) in the Tender containing those Personal Data for KCM-PML JV's consideration. If insufficient or inaccurate information is provided, KCM-PML JV may not consider the Tender.

14.2 KCM-PML JV will use the Personal Data provided by the Tenderer for the following purposes ("Purposes"):

- (a) for processing the application(s) of the Tenderer's named data subject(s) for access to the Airport's Airside Restricted Area to attend tender briefing and/ or site visit, if necessary;
- (b) for evaluation of the Tender;
- (c) if the Tender is accepted by KCM-PML JV, for contract award, administration and management; and
- (d) for any other purposes directly related to sub-paragraphs 14.2(a), 14.2(b) and/or 14.2(c) above.

14.3 KCM-PML JV may transfer the Personal Data to third parties including its employees, related companies, joint venture partners, agents, independent contractors, business associates, Aviation Security Company Limited, relevant Government departments / authorities for these Purposes.

14.4 Data subject has the right of access and correction with respect to the relevant Personal Data in accordance with the Personal Data (Privacy) Ordinance Cap. 486 and European Union's General Data Protection Regulation 2016, including the right to obtain a copy of the relevant Personal Data held by KCM-PML JV.

15. KEY DATES

15.1 The Tenderer is to note that the dates stated in the Schedule of Key Dates, Schedule of Significant Dates, Schedule of Site Access Dates and Schedule of Submission Dates in the Particular Specification of will be converted into actual dates and such actual dates will be incorporated in the formal contract document.

16. DATE FOR COMMENCEMENT / CONTRACT COMMENCEMENT DATE

16.1 It is anticipated that the date for commencement of **CONTRACT**

**KCSM/CN0004/A – DESIGN, SUPPLY, INSTALLATION OF THE
AUTOMATED FARE COLLECTION SYSTEM FOR AIRPORTCITY
LINK** will be on 31th December 2024 (tentative).

APPENDIX 1
AFCS SYSTEM AND HARDWARE COMPLIANCE CHECKLIST
(ITT PARAGRAPH 7.5.1 (e) REFERS)

1. HARDWARE REQUIREMENTS

1.1 Hardware requirements of Tap / Scan & Pay Machine

Description	Compliance (Yes/No)	Remarks
1.1.1 A minimum 8' monitor with resolution requirement (1280 x 800 or better)		
1.1.2 A built-in contactless Credit Card reader (certified for Visa, MasterCard, China Union Pay, JCB, American Express, Discover/Diners Club International, Apple Pay, Google Pay, etc.)		
1.1.3 An Octopus Reader (certified by Octopus), with Automatic Add Value Service		
1.1.4 A QR-code reader to handle QR-code payment (incl. but not limited to Wechat Pay, Alipay) 1.1.5		
1.1.6 Wi-Fi: Wireless connectivity for flexible installation, configuration and system updates.		
1.1.7 Cellular: Optional 4G/5G connectivity for mobile or remote use.		
1.1.8 Bluetooth: For connecting peripheral		

	devices such as printers.		
1.1.9	Ethernet (Optional): Wired connection for stable and secure network access.		
1.1.10	Support outdoor application: windproof & waterproof (IP54 or above).		
1.1.11	Cloud Services: Integration with cloud-based services for data synchronization and management.		
1.1.12	Removable and non-drill base stand (Must be stabilized on the ground safely), the design subject to the Employer's approval		
1.1.13	With ability to connect to the Internet at all times for real-time transaction authorization and processing		

1.2 Hardware requirements of Self-Service Kiosks

Description	Compliance (Yes/No)	Remarks
1.2.1 Capacitive touchscreen display: Minimum 32' touch-screen monitor with resolution requirement (1920 x 1080 or better) and supports multi-touch function		
1.2.2 A receipt & ticket printer		
1.2.3 A built-in contactless Credit Card reader (certified for Visa, MasterCard, China Union Pay, JCB, American Express and Discover/Diners Club International), Apple Pay, Google Pay, etc)		
1.2.4 An Octopus reader (certified by Octopus), with Automatic Add Value Service		
1.2.5 A QR-code reader to handle QR-code payment (incl. but not limited to Wechat Pay, Alipay)		
1.2.6 Support outdoor application: windproof & waterproof (IP54 or above)		
1.2.7 Wi-Fi: Wireless connectivity for flexible installation, configuration and system updates.		

1.2.8	Cellular: Optional 4G/5G connectivity for mobile or remote use.		
1.2.9	Bluetooth: For connecting peripheral devices such as printers.		
1.2.10	Ethernet (Optional): Wired connection for stable and secure network access.		
1.2.11	Cloud Services: Integration with cloud-based services for data synchronization and management		
1.2.12	Remote accessible and manageable for ease of support		
1.2.13	With ability to connect to the Internet at all times for real-time transaction authorization and processing		
1.2.14	Removable and non-drill base stand (Must be stabilized on the ground safely), the design subject to the Employer's approval		

Contactless Credit Card reader and Octopus Card reader merged into a single reader is preferred.

1.3 Hardware requirements of Mobile Point-Of-Sale machine (POS)

Description	Compliance (Yes/No)	Remarks
1.3.1 Capacitive touchscreen display: A minimum 4' monitor with resolution requirement (1280 x 720 or better) and supports multi-touch function		
1.3.2 A receipt & ticket printer		
1.3.3 A Magnetic Strip reader (certified for Visa, Master Card, etc.)		
1.3.4 An Octopus reader (certified by Octopus), with Automatic Add Value Service		
1.3.5 A QR-code reader to handle QR-code payment (incl. but not limited to Wechat Pay, Alipay)		
1.3.6 A built-in contactless Credit Card reader (certified for Visa, MasterCard, China Union Pay, JCB, American Express, Discover/Diners Club International, Apple Pay, Google Pay, etc.)		
1.3.7 A speaker with sound alerts upon successful or failed payment verification		
1.3.8 Wi-Fi: Wireless connectivity for flexible installation,		

	configuration and system updates.		
1.3.9	Cellular: Optional 4G/5G connectivity for mobile or remote use.		
1.3.10	Bluetooth: For connecting peripheral devices such as printers.		
1.3.11	Cloud Services: Integration with cloud-based services for data synchronization and management		
1.3.12	With ability to connect to the Internet at all times for real-time transaction authorization and processing		

Contactless Credit Card reader and Octopus Card reader merged into a single reader is preferred.

1.4 Hardware requirements of POS Terminal




Description	Compliance (Yes/No)	Remarks
1.4.1 Capacitive touchscreen display: A minimum 12.9' monitor with resolution requirement (1920 x 1080 or better)		
1.4.2 A receipt & ticket printer		
1.4.3 A Cash Draw with interface to the POS terminal and Key Lock		
1.4.4 A Desktop holder (if applicable)		
1.4.5 Wi-Fi: Wireless connectivity for flexible installation, configuration and system updates.		
1.4.6 Cellular: Optional 4G/5G connectivity for mobile or remote use.		
1.4.7 Bluetooth: For connecting peripheral devices such as printers.		
1.4.8 Cloud Services: Integration with cloud-based services for data synchronization and management		
1.4.9 With ability to connect to the Internet at all times for register/retrieve payment record to/from the Back Office Management System		

1.4.10	With ability to connect to the mobile POS device for payment collection or verification		
--------	---	--	--

2. FUNCTIONAL REQUIREMENTS

2.1 Requirement of available payment tools for ticket-sales machines

2.1.1 All types of tickets-Sales machines must be able to accept but not limited to the following payment tools:

Credit Card	     
Electronic Wallet	     
NFC (Near Field Communication)	   

2.2 Functional requirements of Tap / Scan & Pay Machines

Description	Compliance (Yes/No)	Remarks
2.2.1 Allow passengers to settle fare in Hong Kong Currency and shown by default in HKD		
2.2.2 Accept payment by: <ul style="list-style-type: none"> (a) Octopus Card, (b) contactless credit card (include but not limited to Visa, Mastercard, UnionPay, JCB, American Express, Discover card, etc) (c) mobile payment (include but not limited to WeChat Pay, WeChat Pay HK, Alipayhk, Alipay, BOC Pay, Octopus, Apple Pay, Google Pay, Samsung Pay etc) 		

Description	Compliance (Yes/No)	Remarks
2.2.3 Allow payment record to register in real-time to the Back Office Management System		
2.2.4 Allow discount function for disabled, elderly, which shall interface with the Government Public Transport Fare Concession Scheme for the Elderly and Eligible Persons with Disabilities		
2.2.5 Comply with Payment Card Industry (PCI) Data Security Standard and requirements of the Office of the Privacy Commissioner for Personal Data (PCPD) such as Privacy Impact Assessments		
2.2.6 Currency shall be shown by default in HK Dollar		
2.2.7 Graphical User Interface (GUI) should clearly display information including but not limited to the fare types, payment methods. The layout of GUI shall be subject to the Employer's approval		

2.3 Functional requirements of Self-Service Kiosks

Description	Compliance (Yes/No)	Remarks
2.3.1 Allow passengers to settle fare in Hong Kong Currency		
2.3.2 Allow passengers to choose different products (i.e. different destinations) & fare types (single/ group purchase/ discounted fare)		
2.3.3 Accept payment by: (a) Octopus Card (b) contactless credit card (include but not limited to Visa, Mastercard, UnionPay, JCB, American Express, Discover card, etc) (c) mobile payment (include but not limited to WeChat Pay, WeChat Pay HK, Alipayhk, Alipay, BOC Pay, Octopus, Apple Pay, Google Pay, Samsung Pay etc)		
2.3.4 Allow issuance of payment proof (in the form of unique QR code/ electronic receipt), which shall interface with the Back Office Management System		
2.3.5 Allow payment record to register in real-time to the Back Office Management System		
2.3.6 Comply with Payment Card Industry (PCI) Data		

Description	Compliance (Yes/No)	Remarks
Security Standard and requirements of the Office of the Privacy Commissioner for Personal Data (PCPD) such as Privacy Impact Assessments		
2.3.7 Currency shall be shown by default in HK Dollar		
2.3.8 Graphical User Interface (GUI) should clearly display information including but not limited to the fare types, payment methods. The layout of GUI shall be subject to the Employer's approval		
2.3.9 Equip with Tap / Scan & Pay function		
2.3.10 Equip with code function for staff to issue ticket with discounted or free fare by administrative access right		

2.4 Functional requirements of Mobile Point of Sale devices (POS)

Description	Compliance (Yes/No)	Remarks
2.4.1 Allow passengers to settle fare, penalty and other charges in Hong Kong Currency and shall be shown by default in HKD		
2.4.2 Accept payment by: (a) cash (b) Octopus Card (c) contactless credit card (include but not limited to Visa, Mastercard, UnionPay, JCB, American Express, Discover card, etc) (d) mobile payment (include but not limited to WeChat Pay, WeChat Pay HK, Alipayhk, Alipay, BOC Pay, Octopus, Apple Pay, Google Pay, Samsung Pay etc)		
2.4.3 Allow payment record to register in real-time to the Back Office Management System		
2.4.4 Allow discount function for disabled, elderly, which shall interface with the Government Public Transport Fare Concession Scheme for the Elderly and Eligible Persons with Disabilities, or any promotion provided by the Employer		
2.4.5 Allow refund to passengers via the original payment		

Description	Compliance (Yes/No)	Remarks
method, and record such transaction in the Back Office Management System		
2.4.6 Allow unique QR-code generation for issuance of paper or electronic receipt, which shall interface with the Back Office Management System		
2.4.7 Allow staff to verify successful payment of passenger upon presentation of credit card/ octopus / paper or electronic receipt with QR-code		
2.4.8 Allow real-time retrieval of payment record from the Back Office Management System		
2.4.9 Comply with Payment Card Industry (PCI) Data Security Standard and requirements of the Office of the Privacy Commissioner for Personal Data (PCPD) such as Privacy Impact Assessments		
2.4.10 Currency shall be shown by default in HK Dollar		
2.4.11 Graphical User Interface (GUI) should clearly display information including but not limited to the fare types, payment methods. The layout of GUI shall be subject to the Employer's approval		

2.5 Functional requirements of POS Terminal

Description	Compliance (Yes/No)	Remarks
2.5.1 Allow passengers to settle fare, penalty and other charges in Hong Kong Currency and shall be shown by default in HKD		
2.5.2 Accept payment by cash or via mobile POS device		
2.5.3 Allow payment record to register in real-time to the Back Office Management System		
2.5.4 Allow retrieving payment record from Back Office Management System for verification and/or refund process		
2.5.5 Allow discount function for any promotion provided by the Employer		
2.5.6 Allow refund to passengers via the original payment method, and record such transaction in the Back Office Management System		
2.5.7 Allow unique QR-code generation for issuance of paper or electronic receipt, which shall interface with the Back Office Management System		
2.5.8 Allow staff to manually input transaction details, which shall interface with the Back Office Management System		

Description	Compliance (Yes/No)	Remarks
2.5.9 Allow staff to generate real-time, hourly and day sales record of the specific POS terminal for daily administration		
2.5.10 Currency shall be shown by default in HK Dollar		
2.5.11 Allow on-site staff to perform administrative tasks with different levels of access via password protected user accounts		

2.6 Functional requirement for Back Office Management System

Description	Compliance (Yes/No)	Remarks
2.6.1 Allow on-site and office staff to perform administrative tasks with different levels of access via password protected user accounts		
2.6.2 Allow real-time payment record registration from self-service kiosks, Tap & Pay/ Scan & Pay devices, mobile POS & payment verification devices and online purchase platform		
2.6.3 Allow real-time payment record retrieving from on-site staff using the verification solution mentioned in section 2.1.3		
2.6.4 Allow real-time payment record retrieving from office staff via user accounts		
2.6.5 Unique QR-code generation		
2.6.6 Data storage for minimum 12 months		
2.6.7 Interface with current AA systems through API (e.g. MyHKG app)		
2.6.8 Interface to connect with the Central Vehicle Control Sub-system (CVS) in C23W14 Contract for providing relevant statistics e.g. number of passengers in different time slot		

2.6.9	Allow real-time overview of the status of equipment and devices, monitoring of system performance		
2.6.10	Allow the generation of revenue and statistical reports based on real-time data with export function		
2.6.11	Allow the update of content shown at the payment terminals (including but not limited to self-service kiosks, tap & pay/ scan & pay devices, mobile POS devices)		

2.7 Functional requirement for Online Payment Solution

Description	Compliance (Yes/No)	Remarks
2.7.1 Accept payment by credit card, Wechat Pay, Wechat Pay HK, Alipay, Alipay HK, BoC Pay, UnionPay App, Apple Pay, Google Pay, Samsung Pay, etc. on 3rd party mobile app (e.g. MyHKG)		
2.7.2 Allow the issuance of payment proof (in the form of unique QR code/ electronic receipt), which shall interface with the Back Office Management System		
2.7.3 Allow payment record to register in real-time to the Back Office Management System		
2.7.4 Comply with Payment Card Industry (PCI) Data Security Standard and requirements of the Office of the Privacy Commissioner for Personal Data (PCPD) such as Privacy Impact Assessments		
2.7.5 Graphical User Interface (GUI) should clearly display information including but not limited to the fare types, payment methods. The layout of GUI shall be subject to the Employer's approval		
2.7.6 Allow interface with 3rd party websites or programs, including but not limited to HKIA website, e-commerce platform, WeChat or Alipay mini programs		

3. TICKET ISSUANCE MODULE

Description		Compliance (Yes/No)	Remarks
3.1	Generation of QR codes as ticket (Ticket ID: Dynamic/Static code TBC)		
3.2	Common API for calling by other systems (e.g. MyHKG, Car Park Booking System, 11 SKIES etc.) needed, where payment is already performed in other systems:		
3.2.1	Input: Ticket Sales details, ticket request ID etc.		
3.2.2	Output: Ticket ID (TBC)		
3.3	Physical ticket able to be printed out via POS and self-service kiosk for online purchasing mode		

4. TICKET VALIDATION MODULE

4.1 Tap-in Validation

Description		Compliance (Yes/No)	Remarks
4.1.1	Tickets:		
4.1.1.1	Ticket Code to be scanned		
4.1.1.2	Validation location & timestamp to be captured		
4.1.2	Direct Tapping of Octopus / Credit Card / QR Code		
4.1.2.1	To be directly scanned/ tapped		
4.1.2.2	Capturing information in line with industry practice		

4.2 Tap-out Validation (Provisional function)

Description		Compliance (Yes/No)	Remarks
4.2.1	Tickets:		
4.2.1.1	Not required for phase 1 of ACL (Note: Correct ticket type to be chosen by user upon purchase)		
4.2.2	Direct Tapping of Octopus / Credit Card / QR Code		
4.2.2.1	Octopus / Credit Card / QR Code to be directly scanned/ tapped for capturing information in line with the latest industry practice		
4.2.2.2	Exact fare amount will be charged against tap out		

4.2.2.3 Maximum fare amount to be deducted without tap out after a period of time		
--	--	--

5. SETTLEMENT

Description	Compliance (Yes/No)	Remarks
5.1 Interface with acquiring bank for billing & fees settlement		

6. TICKET INSPECTION MODULE

Description	Compliance (Yes/No)	Remarks
6.1 Handheld POS for inspection staff to check information		
6.1.1 Tickets: Display of validation location, ticket type and timestamp		
6.1.2 Direct Tapping of Octopus / Credit Card / QR Code: Display of tap-in transaction record with location and timestamp		
6.2 Handheld POS for immediate supplemental fare collection/ penalty		

7. STAFF ADMIN PORTAL

7.1 Revenue Reporting

Description	Compliance (Yes/No)	Remarks
7.1.1 Raw data output on (1) Ticket Purchase transactions; (2) Ticket issuance; (3) Tickets Validated upon tap-in; (4) Direct tapping records		
7.1.2 Daily, Monthly and Annually summary reports		

7.1.3	Revenue report collected on a daily basis for Airport City Link		
7.2	Key Parameters (e.g. fare, discount code) setting		
7.3	User Administrative setting		

8. OPERATION AND MAINTENANCE TRAINING

	Description	Compliance (Yes/No)	Remarks
8.1	The Sub-contractor shall provide a comprehensive program to educate and train personnel to operate, service, support, and maintain the AFCS and its equipment satisfactorily. Draft and final training documentation shall be provided to reflect the changes incorporated into each deployment phase.		

9. SYSTEM MONITORING

	Description	Compliance (Yes/No)	Remarks
9.1	The Sub-contractor shall provide a monitoring with the email and push notifications alerts, and URLs for monitoring the healthiness of these services at the System Operation Control Centre (SOCC) of HKIA. These URLs shall be reviewed and provided by the Sub-contractor, which are subject to review and approval by the Employer.		
9.2	The Sub-contractor shall ensure adequate on-site comprehensive technical supports for the complete AFCS system in order to maintain the required availability rate until Key Date 4 that		

	specified in Contract C23W14.		
9.3	The Sub-contractor shall provide incident reports to the Employer.		
9.4	Alert email should be sent to the Employer if any failure is detected.		
9.5	The Sub-contractor shall provide 7 x 24 services to monitor the System.		
9.6	<p>Apart from monitoring, the Sub-contractor shall carry out system health check and backup activities including but without limitation to the following:</p> <p>(a) Prepare daily backup for entire System.</p> <p>(b) Prepare monthly backup for entire System.</p>		
9.7	The Sub-contractor shall act as the prime contact point with the Employer to manage all problems aroused from the System including but not limited to the software, Third Party software, customization, configuration, performance and documentation.		
9.8	The Sub-contractor shall act as the prime contact point with the Employer to manage all problems aroused from the System including but not		

	limited to the software, Third Party software, customization, configuration, performance and documentation.		
9.9	The Sub-contractor shall monitor and analyse the problem log and report the progress and findings to the Employer on a regular basis.		
9.10	<p>The Sub-contractor shall provide monthly service performance reports to the Employer. It shall include but not limited to the following:</p> <ul style="list-style-type: none"> (a) For the online platform, self-service kiosks, tap & pay/ scan & pay device, mobile POS & payment verification device and ticket verification device (b) System availability achieved and its detailed calculation (e.g. outage for each case, total outage hours in the period and system availability e.g. $((720 - 2.5)/720 \text{ hours} \times 100\% = 99.65\%)$) (c) Ticket Machine Availability per month: at least 97% (d) Statistical reports including historical information. 		
9.11	The retention of all data for report generation shall be at least 12		

months. A scheduled house-keeping job shall be introduced to prevent unlimited growth of data size in storage space.		
--	--	--

10. DATA TRACKING (FARE VERIFICATION & RECORD)

	Description	Compliance (Yes/No)	Remarks
10.1	The System shall provide a real-time transaction history for all transactions made via online payment (e.g. payment method and its associated card/account number, payment channel, transaction date & time) and association logs for operations team of HKIA.24x7 monitoring and support service		

APPENDIX 2
DECLARATION FOR DESIGN COMPLIANCE
(ITT PARAGRAPH 7.5.4 REFERS)

Date:

KCM-PML JV

3/F,
8 Chong Fu Road,
Chai Wan,
Hong Kong

Dear Sirs,

Re: **CONTRACT KCSM/CN0004/A - DESIGN, SUPPLY,**
INSTALLATION OF THE AUTOMATED FARE COLLECTION
SYSTEM FOR AIRPORTCITY LINK ("the Sub-Contract")

Declaration of Design Compliance

We hereby confirm and warrant to KCM-PML JV that our design proposals fully meets the requirements as set out in the Particular Specification.

Yours faithfully,

(Signatu

re)

Authorized Signatory

For and on Behalf of: _____

Name: _____

Title/Position: _____

Date: _____

Note: This declaration is to be signed by a Director of the company or a person of properly authorised by the company.