

# **Invitation to Tender for Venue Provision for the 2026 Annual Conference and Meetings of the International Association of Insurance Supervisors**

23 May 2025

**Note:**

This document contains information that is confidential and proprietary to the Insurance Authority and is provided for tender proposal purposes only. The information shall be restricted to those involved in responding to this Invitation to Tender and shall not in whole or in part be published, distributed, disclosed or used for any other purpose.

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## **PART 1 - INTERPRETATION**

(A) Unless otherwise defined or the context otherwise requires, the following phrases and expressions shall bear the same meanings as set out below:

- |                              |  |
|------------------------------|--|
| “Asian Insurance Forum 2026” | means the Asian Insurance Forum to be held by the Insurance Authority (“Authority”) tentatively scheduled to be held on 13 November 2026 (or such other date to be specified by the Authority).  |
| “Conference Period”          | means, subject to any postponement requested by the Authority, the period of five days for holding the Committee Meetings, Annual General Meeting, Annual Conference and Cocktail Reception of the International Association of Insurance Supervisors and the Asian Insurance Forum 2026 by the Authority.   |
| “Contract”                   | <p>means the agreement to be made between the Authority and the Contractor pursuant to the Invitation to Tender, and reference to the terms thereof shall include:</p> <ul style="list-style-type: none"><li>(a) the terms set out in the Tender Document, completed, modified or expanded as necessary or appropriate to include the terms accepted by the Authority and the Contractor; and</li><li>(b) all other documents attached to the Tender Form as a Schedule, Appendix or other attachment by whatever name called, completed and stamped with a chop of the Authority.</li></ul> |
| “Contract Period”            | <p>means, subject to early termination or extension provided for in the Contract:</p> <ul style="list-style-type: none"><li>(a) the period specified in the Tender Document as the contract period; or</li><li>(b) if no such period is specified in the Tender Document, the period from the date on which the Contract is constituted in accordance with Paragraph 23.1 of the Terms of Tender to the date on which the Contractor has fully discharged all its obligations under the Contract (both dates inclusive);</li></ul>   |

“Contract Price”	means the amount calculated in accordance with Paragraph 1 of the Price Schedule, which is payable by the Authority to the Contractor under the Contract for the full and proper performance by the Contractor of its obligations under the Contract;
“Contractor”	means the Tenderer whose Tender is accepted by the Authority;
“Estimated Contract Price”	means the aggregate amount specified as the “Estimated Contract Price” in Appendix 7 – Price Schedule to the Form of Tender;
“Force Majeure Event”	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any supervening outbreak of war affecting Hong Kong and/or any other parts of the PRC, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the PRC, civil war, riot, civil disturbances, fire if not caused or contributed to by the Contractor, its related persons of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God; or</li> <li>(b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Contractor, its related persons or any employee or agent or ex-employee or ex-agent thereof; or</li> <li>(c) any supervening epidemic outbreak in Hong Kong;</li> </ul> <p>and which, in any case of (a), (b) and (c) above, prevents the full and proper performance of the duties and obligations of any party hereunder;</p>
“General Conditions of Contract”	means the General Conditions of Contract set out in Part 3 of this Invitation to Tender;
“Good Industry Practice”	means the standards, practices, methods and procedures conforming to law and the degree of skill and care,

diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“IAIS”	means the International Association of Insurance Supervisors;
“IAIS Conference”	means the three separate sessions, including the Committee Meetings, Annual General Meeting and Annual Conference, scheduled to be held over a period of five days from 9 November to 13 November 2026 (both dates inclusive);
“Intellectual Property Rights”	means patents, trademarks, service marks, trade names, design rights, copyrights, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights (of whatever nature and wheresoever arising, whether now known or hereafter created) in each case whether registered or unregistered, and include applications for the grant of any such rights;
“Interpretation”	means this Interpretation section;
“Invitation to Tender”	means this invitation to tender for the provision of the Services to the Authority on the terms and conditions set out in the Tender Document;
“Materials”	means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Contractor, its employees, agents or sub-contractors in relation to the Services (whether individually or collectively or jointly with the Authority) including without limitation, any reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Contractor

	in relation to the Services recorded or stored by whatever means;
“Notes for Tenderers”	means the notes for tenderers (if any) attached to the Tender Form;
“PRC”	means the People’s Republic of China;
“Price Schedule”	means the price schedule attached to the Tender Form containing details of the Contract Price and the payment timetable;
“Project Team”	means the team of officers, agents or employees of, or the consultants to the Contractor and/or of or to its sub-contractors employed or engaged by the Contractor to provide the Services including as of the date hereof the individuals named in the Tender Form;
“Schedule”	means a schedule attached to the Tender Form;
“Services”	means the services to be provided by the Contractor to the Authority as specified in the Technical Specifications;
“Technical Specifications”	means the specifications referred to in Part 4 of this Invitation to Tender;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Closing Time”	means the time on the date specified in the “LODGING OF TENDER” section of the Tender Form as the latest date and time before which Tenders must be deposited with the Authority, and as such date and time may be extended in accordance with Paragraph 3.10(b) of the Terms of Tender;
“Tender Document”	means the documents issued by the Authority for the purpose of the Invitation to Tender, and reference to the terms thereof shall include the terms set out in: <ul style="list-style-type: none"> <li>(a) the Tender Form;</li> <li>(b) this Interpretation section;</li> <li>(c) the Notes for Tenderers (if any);</li> </ul>

- (d) the Terms of Tender;
- (e) the Terms of Tender (Supplement) (if any);
- (f) the General Conditions of Contract;
- (g) the Technical Specifications;
- (h) the Price Schedule; and
- (i) all other documents attached to the Tender Form whether as a Schedule, Appendix, Annex or other attachment by whatever name called;

“Tenderer”	means the person whose particulars are set out in the “Offer to be Bound” section of the Tender Form;
“Terms of Tender”	means the Terms of Tender set out in Part 2 of this Invitation to Tender;
“Terms of Tender (Supplement)”	means the terms of tender (supplement) (if any) attached to the Tender Form;
“Virus”	means a subversive computer programme or piece of code that may corrupt or erase computer data files and/or change the normal behaviour of a computer;
“working day”	means Monday to Friday other than a public holiday (as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong)) or a day on which Tropical Cyclone Warning Signal no. 8 or above is in force before normal business hours and is not cancelled before 1500 hours in Hong Kong or Black Rainstorm Warning Signal is in force before normal business hours and is not cancelled before 1500 hours in Hong Kong;

(B) The following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;

- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Document or the Contract;
- (d) references to Clauses, Paragraphs and Appendices are references to clauses, paragraphs and appendices of and to this Invitation to Tender;
- (e) references to a document shall:
  - (i) include all schedules, appendices, annexures and other materials attached to such document; and
  - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Document or the Contract;
- (f) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them;
- (g) references to “Authority” shall include its assigns, successors in title, and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (h) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (i) a time of a day shall be construed as a reference to Hong Kong time;
- (j) references to “normal business hours” mean 0900 to 1800 hours;
- (k) references to a day mean a calendar day;
- (l) references to a month or a monthly period mean a calendar month;
- (m) words importing the whole shall be treated as including a reference to any part of the whole;
- (n) the expressions “include” and “including” shall be construed without limitation to the words following; and



- (o) references to “writing” include typewriting, printing, lithography, photography and the printed out version of a communication by email and other modes of representing and reproducing words in a legible form.
- (C) If any provision of the Invitation to Tender or the Contract provides for a determination of any matter or forming a view or opinion by the Authority or the Authority’s representative, the determination, view or opinion made by the Authority or the Authority’s representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.
- (D) Unless otherwise provided for in this Invitation to Tender, all quotations and payments shall be made in Hong Kong dollars.

## PART 2 - TERMS OF TENDER

### 1. Background of the Authority and Invitation to Tender

- 1.1 The Authority is a statutory body established under section 4AAA of the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong). The objectives of the establishment of the Authority are to modernize the insurance industry regulatory infrastructure to facilitate the stable development of the industry, provide better protection for policy holders, and comply with the requirement of the International Association of Insurance Supervisors that insurance regulators should be financially and operationally independent from the Government and the industry.
- 1.2 The Authority now invite tenders for the provision of the Services specified in this Invitation to Tender.
- 1.3 Prospective Tenderers should read the Invitation to Tender carefully prior to submitting a Tender and ensure that they understand all requirements of the Invitation to Tender. Tenderers may at their own cost obtain independent professional advice as it considers necessary.
- 1.4 Tenderers will be regarded to be thoroughly conversant with all aspects of the Invitation to Tender and the Contract (if it is a party to the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Authority does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of the Tenderer to obtain any information or clarification relating to the provision of the Services to the Authority in accordance with the Contract. The Authority shall in its sole discretion determine the requirements for the Services and whether the performance of the Services by the Contractor is satisfactory to the Authority.
- 1.5 Time is of the essence of the Invitation to Tender and the Contract.
- 1.6 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Invitation to Tender and the Contract (if it is a party to the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Invitation to Tender and the Contract (if it is a party to the Contract). For the avoidance of doubt, a successful Tenderer shall **not** be entitled to any additional payment, compensation or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any liability under the Contract as a consequence of any misinterpretation by it of any matter or fact relating to the Invitation to Tender or the Contract.

- 1.7 Information, statistics and forecasts set out in the Invitation to Tender are provided for a Tenderer's reference only. The Authority does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Authority does not bind itself to adhere to such information, statistics and forecasts.
- 1.8 Without prejudice to Paragraph 1.7, the estimated requirements of the Services specified in the Price Schedule or Technical Specifications is/are estimate(s) of the Services that may be required by the Authority. They are given for a Tenderer's reference only and are not figures to which the Authority binds itself to adhere. The Authority's actual requirements may vary depending on the actual need of user departments and the successful Tenderer must accept any increase or decrease of the stated estimates.
- 1.9 By submitting a Tender, a Tenderer will be regarded to have agreed to all terms and conditions set out in the Invitation to Tender.

## **2. Supplementary Information/Tender Addenda**

All supplementary information or tender addenda to the Invitation to Tender will be provided in writing by the Authority and forwarded to all prospective Tenderers who have registered with the Authority when obtaining a copy of the Invitation to Tender.

## **3. Tender Preparation and Submission**

- 3.1 Save in accordance with the terms of the Tender Document, a Tenderer must not alter any provision of the Tender Document. If a Tenderer submits any proposal which has the effect of altering or varying any mandatory requirement of the Tender Document otherwise than in accordance with the terms of the Tender Document, the Authority will not further consider the Tenderer's Tender. In the case of any other proposal in a Tender which has the effect of altering or varying any other provision of the Tender Document, the Authority may ignore such alteration or variation proposed in the Tender and consider the Tender on the basis of the original provision of the Tender Document on an "as is" basis.
- 3.2 A Tender must be completed in either English or Chinese and in accordance with other requirements of the Tender Document. The Authority will not consider a Tender that is completed in any other language.

- 3.3 A Tenderer shall submit its completed Tender together with all information and documents required under the Tender Document or relevant to its Tender in accordance with the terms of the Tender Document. A Tender not so submitted (for example, a Tender submitted by e-mail or facsimile) will not be considered.
- 3.4 The Tender must be in written form. It (including the Tender Form) shall be completed in ink or typescript and submitted in accordance with the Lodging of Tender section of the Tender Form.
- 3.5 Each Tender must be separated into the following parts:
- (a) a completed and signed Tender Form, together with completed Appendices 1 to 6; such other information as may be required by the Terms of Tender and/or the Technical Specification;
  - (b) Price quotation: Appendix 7 – Price Schedule
- Softcopy should be stored in a thumb drive with encryption and submitted together with a hardcopy. In the event of any conflict between the hardcopy and the softcopy, the hardcopy version shall prevail.
- 3.6 The completed Tender Form (together with the required information at Appendices 1 to 6) and the Price Schedule should be submitted in two separate sealed envelopes (i.e. one envelope for the completed Tender Form and supporting information and the other for the Price Schedule) with the words “Tender Form” and “Price Schedule” clearly marked on the sealed envelopes respectively. These two sealed envelopes shall be placed together in a sealed envelope marked “Venue Provision for the Annual Conference and Meetings of the International Association of Insurance Supervisors in 2026” for submission.
- 3.7 The Authority may not consider a Tender if:
- (a) false, inaccurate or incorrect information is given in the Tender;
  - (b) complete information (including descriptive literature, catalogues and any other document required under any provision of the Tender Document) is not given with the Tender; and
  - (c) any particulars or data requested for in the Tender Document is not furnished in full in the Tender.

3.8 When completing the Tender Document (including the Offer to be Bound section of the Tender Form), a Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:

- (a) if the Tenderer is an individual, his/her name as appeared in the identity document issued by the relevant authority or government body;
- (b) if the Tenderer is a company incorporated in Hong Kong:
  - (i) the Certificate of Incorporation of the Tenderer; or
  - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer;
- (c) without prejudice to (a) above, if the Tenderer is a sole proprietorship or a partnership, the latest business registration certificate of the Tenderer; or
- (d) if the Tenderer is formed, established or incorporated outside Hong Kong, a document equivalent to (a), (b)(i) or (b)(ii) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is formed, established or incorporated.

### 3.9 Execution and Submission of Tenders

- (a) Part 5 “Offer to be Bound” of the Tender Form shall be duly signed by:
  - (1) if the Tenderer is an individual/a sole proprietorship, the Tenderer;
  - (2) if the Tenderer is a partnership, a partner of the Tenderer; or
  - (3) if the Tenderer is a body corporate, one or more persons who are duly authorised by the Tenderer to execute and submit the Tender for and on behalf of the Tenderer.
- (b) A Tender will not be further considered if Part 5 “Offer to be Bound” of the Tender Form is not completed and signed in the

manner described in Paragraph 3.6 above or submitted with the Tender before the Tender Closing Time.

### 3.10 Tender Closing Time

- (a) A Tender must be deposited in the Authority's address as specified in the Tender Form before the Tender Closing Time. A Tender deposited in the Authority's address specified at or after the Tender Closing Time will not be considered.
- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force for any duration between 0900 and 1200 hours on the date and time specified in the "LODGING OF TENDER" section of the Tender Form, the latest date and time before which Tenders are to be deposited at the Authority's address referred to in Paragraph 3.10(a) will be extended to 1200 hours on the next working day.

3.11 All documents to be submitted by a Tenderer shall either be originals or certified true copies of the documents. If a Tenderer fails to comply with this requirement, its Tender may not be further considered.

## 4. Tenders to Remain Open

- 4.1 A Tender once submitted by a Tenderer will be binding on the Tenderer.
- 4.2 It is a mandatory requirement of this Invitation to Tender that a Tender shall remain valid and open for acceptance for the longest of the following periods:
  - (a) a period of not less than ninety (90) days after the Tender Closing Time;
  - (b) a period specified in the Terms of Tender (Supplement) for which Tenders are to remain valid and open for acceptance, if any; and
  - (c) a period offered in the Tender for which it is to remain valid and open for acceptance("Tender Validity Period").

- 4.3 If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender shall be the longer of the periods in Paragraphs 4.2(a) and (b).
- 4.4 If a Tenderer offers in its Tender a period that is shorter than any of the periods referred to in Paragraphs 4.2(a) and (b), or if it rejects the Tender Validity Period prescribed in Paragraph 4.2, its Tender will not be further considered.

## **5. Prices**

- 5.1 Unless otherwise provided for in the Tender Document, a Tenderer shall quote all the prices requested for in the Tender Document in Hong Kong dollars. Such prices shall be net prices allowing for all trade and cash discounts. The prices shall cover all expenses incidental to the due and proper performance of the Contract by the Contractor.
- 5.2 Prices quoted by a Tenderer shall only be shown in the Price Schedule.
- 5.3 A Tenderer must quote fixed prices. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- 5.4 A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Authority. Under no circumstances will the Authority be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).

## **6. Checklist of Compliance**

A Tenderer should ensure that its Tender complies with all the mandatory requirements stipulated in the Tender Document. The Tenderer should complete the Checklist of Compliance, if any, and submit it with its Tender.

## **7. Company/Business Organisation Status**

- 7.1 A Tenderer shall provide the following details relating to itself in the Tender:

- (a) name and address of the company/business organisation and trading name (if any);
- (b) length of business experience;
- (c) shareholders/partners/proprietor of the company/business organisation and their percentage of ownership;
- (d) names and correspondence addresses of the following:
  - (i) managing director/partners;
  - (ii) other directors; and
  - (iii) sole proprietor;
- (e) a copy of a valid Business Registration Certificate and copies of other documents evidencing its business status;
- (f) if the Tenderer is a company or body corporate, a softcopy of its Articles of Association, the agreement made among its shareholders (if any), Certificate of Incorporation, Certificate of Change of Name (if any), and other corporate documents;
- (g) if the Tenderer, being an incorporated entity, is a company incorporated in Hong Kong or has a principal place of business in Hong Kong, a softcopy of the latest annual return filed with the Companies Registry;
- (h) place and date of its incorporation or formation;
- (i) business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise;
- (j) where applicable, a copy of the relevant document (e.g. board resolutions of the Tenderer if it is a company) showing that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer; and
- (k) names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer.

7.2 If a Tenderer is incorporated, formed, established outside Hong Kong or carries on its principal business outside Hong Kong, a legal opinion in form and substance satisfactory to the Authority and issued by a lawyer



duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Tenderer and acceptable to the Authority shall be provided upon request by the Authority on the following issues and any other issues as may be required by the Authority:

- (a) the Tenderer is duly incorporated, formed or established and validly existing under the laws of the place of the Tenderer's incorporation, formation or establishment and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Authority on the terms and conditions of the Contract;
- (b) the Tenderer has the full power, authority and legal capacity to:
  - (i) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Document; and
  - (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
- (c) the proposed Contract with the Authority will, upon its formation pursuant to Paragraph 23.1 of the Terms of Tender, constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation, formation or establishment and is enforceable against the Tenderer in accordance with its terms;
- (d) the execution, delivery and performance of its Tender and the proposed mode of execution, delivery and performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, formation or establishment, or the Articles of Association or similar constitutional documents of the Tenderer;
- (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Document and the Contract;
- (f) the Tenderer's Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation,

formation or establishment in order to secure their validity and/or priority;

- (g) there is no restriction under the laws of the place of the Tenderer's incorporation, formation or establishment affecting the Tenderer's obligations under the Tender Document and the Contract;
- (h) the choice of the laws of Hong Kong to govern the Tender Document and the Contract is a valid choice of laws and would be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer;
- (i) it is not necessary under the laws of the place of incorporation, formation or establishment of the Tenderer that the Authority be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Tender Document and the Contract;
- (j) there are no orders or resolutions for the winding up of the Contractor nor any appointment in respect of the Contractor of a liquidator, receiver or receiver and manager; and
- (k) there are no claim, litigation or administrative proceedings against the Contractor or petition for the compulsory winding up of the Contractor made or presently in progress.

7.3 The Authority may require a Tenderer to provide, at its own expense, additional legal opinion satisfactory to the Authority in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer and/or the laws of the place of the Tenderer's principal business and acceptable to the Authority on any other matters arising from its Tender.

7.4 If a Tenderer proposes to engage any sub-contractor to perform the Contract, subject to the other provisions in the Tender Document relating to such engagement, the Tenderer shall submit with its Tender, information and documents relating to each of such proposed sub-contractor on the matters referred to in Paragraph 7.1 above, and if the proposed sub-contractor is incorporated outside Hong Kong, the legal opinion referred to in Paragraphs 7.2 and 7.3 above.

## **8. Cancellation of Tender**

Without prejudice to the Authority's right to cancel the tender at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Authority is not bound to accept any conforming tender and reserves the right to cancel the tender.

## **9. Counter-Proposals**

- 9.1 A Tenderer must not submit any proposal that has the effect of varying or modifying any mandatory requirements specified in the Tender Document.
- 9.2 If a Tenderer fails to comply with Paragraph 9.1, its Tender will be disqualified and will not be further considered by the Authority.
- 9.3 On condition that a Tenderer has complied with Paragraph 9.1, the Tenderer may submit counter-proposals on a requirement in the Tender Document that is not specified as a mandatory requirement ("Counter-Proposal").
- 9.4 Each Counter-Proposal must be submitted in the following manner:
  - (a) the Counter-Proposal shall be attached to the Offer to be Bound;
  - (b) the original provision which the Counter-Proposal relates to should be fully recited before the proposed alteration or deletion;
  - (c) the proposed alteration to the original provision should be underlined and should bear the corresponding clause number of the original provision unless it is an addition;
  - (d) if it is an addition, the additional provision should be underlined;
  - (e) words to be deleted should be crossed out by a single line only; and
  - (f) an explanation should be given below the alteration or deletion and put in square brackets "[ ]".
- 9.5 Any Counter-Proposal that is not submitted in accordance with Paragraph 9.4 will not be considered by the Authority and will not be regarded to form part of the Tender submitted by a Tenderer. In such event, the

Tenderer shall be deemed to have agreed to the original term to which the Counter-Proposal relates and the Authority will continue to consider the Tenderer's offer on this basis.

- 9.6 Without prejudice to any other provision of the Tender Document, the Authority may negotiate with a Tenderer any Counter-Proposal. The Authority may at its absolute discretion reject any Counter-Proposal.

## **10. Authenticity of Documents submitted**

All documents submitted by a Tenderer to the Authority in relation to its Tender shall be original documents or certified true copies of the original documents. If a Tenderer fails to comply with this requirement or fails to provide such verification as the Authority may require to prove the authenticity of a document submitted to the Authority, the Authority may not further consider the Tender.

## **11. Personal Data Provided**

- 11.1 All personal data provided in a Tender will be used by the Authority for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender).
- 11.2 By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Authority of the personal data for the purposes set out in Paragraph 11.1.
- 11.3 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- 11.4 Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Authority.

## **12. Warranty against Collusion**

12.1 By submitting a Tender, a Tenderer is regarded to have represented and warranted to the Authority that in relation to the Invitation to Tender:

- (a) save with the prior written consent of the Authority, it has not communicated and will not communicate to any person other than the Authority the amount of any price submitted in its Tender;
- (b) it has not fixed and will not fix the amount of any price submitted in its Tender by arrangement with any person;
- (c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
- (d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

12.2 In the event that a Tenderer is in breach of any of the representations and/or warranties in Paragraph 12.1 above or in the Non-collusive Tendering Certificate, the Authority shall be entitled to, without compensation to any person or liability on the part of the Authority:

- (a) reject the Tenderer's Tender;
- (b) if the Authority has accepted the Tender, withdraw its acceptance of the Tender; and
- (c) if the Authority has entered into the Contract with the Tenderer, terminate the Contract.

12.3 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Authority against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Paragraph 12.1 above or in the Non-collusive Tendering Certificate.

12.4 A breach by a Tenderer of any of the representations and/or warranties in Paragraph 12.1 above or in the Non-collusive Tendering Certificate may prejudice its future standing as a contractor or service provider of the Authority.

- 12.5 Paragraph 12.1 shall have no application to a Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its Tender, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its Tender.
- 12.6 The rights of the Authority under Paragraphs 12.2 to 12.4 are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.
- 12.7 The Tenderer shall submit to the Authority a duly signed Non-collusive Tendering Certificate in the form set out in Appendix 6.

### **13. Warning against Bribery**

- 13.1 The offer of an advantage to any officer of the Authority with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 13.2 The Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The Tenderer shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

### **14. Environmental Protection**

- 14.1 The Authority is committed to implementing an Environmental Management System for procurement, provisioning, inspection, storage and distribution services in accordance with ISO 14001 standards. In this connection, Tenderers are requested to minimise the impact of their activities on the environment and to observe the guidelines set out in Annex A.

14.2 The Authority recommends that the following environment-friendly measures be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:

- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
- (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used;
- (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided;
- (d) the use of packaging materials should be minimised; and

14.3 In this Tender Document:

- (a) “recovered fibre” means:
  - (i) postconsumer fibre; or
  - (ii) manufacturing wastes such as:
    - (1) dry paper and paperboard waste generated after completion of the papermaking process; and
    - (2) repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others,

but does not include mill broke.
- (b) “postconsumer fibre” means:
  - (i) paper, paperboard and fibrous wastes (including used corrugated boxes, old newspapers, old magazines and mixed waste paper) from retail stores, office buildings, homes and other premises, which have passed through end-usage as a consumer item; and/or

- (ii) all paper, paperboard and fibrous wastes that enter and are collected from municipal solid waste,

but excluding fibre derived from printers' over-runs, converters' scrap and over-issue publications.

- (c) "mill broke" means any paper waste generated in a paper mill prior to completion of the papermaking process, and such paper waste is usually returned directly to the pulping process.

## **15. Tenderer's Commitment**

15.1 All Tenders, information and responses from a Tenderer must be submitted in writing. Each of them is the representation of the Tenderer and will, if accepted by the Authority, be incorporated into and made part of the Contract in such manner as the Authority considers appropriate.

15.2 The Authority reserves the right not to consider a Tender that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Paragraph 15.1 above.

## **16. New Information**

A Tenderer should inform the Authority in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Document, e.g., if the Tenderer is no longer the authorised agent for supplying a proprietary product. The Authority reserves the right not to consider a Tenderer's Tender further if the Tenderer's continued ability to meet such requirements is in doubt.

## **17. Contractors' Performance Monitoring**

If a Tenderer is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other tenders / quotations exercises are evaluated.

## **18. Cost of Tender**

A Tenderer shall submit its Tender at its own cost and expense. The Authority shall not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its Tender, including all costs



and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the Authority, (b) site visits or surveys made by the Tenderer, (c) presenting the Tenderer's reference sites or factories and equipment to the representative(s) of the Authority during the site visits, and (d) provision of tender samples, whether before or after the Tender Closing Time.

## **19. Request for Information**

19.1 In the event that the Authority determines that:

- (a) clarification in relation to any Tender is necessary; or
- (b) a document or a piece of information, other than the document or information set out in Paragraph 19.2, is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. Each Tenderer shall thereafter within five (5) working days or such other period as specified in the request submit such clarification, information or document in the form required by the Authority. A Tender will not be considered further if complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Authority. As an alternative to seeking clarification or further information or document, the Authority may not consider the Tender further or may proceed to evaluate the Tender on an "as is" basis.

19.2 The document and information not covered by Paragraph 19.1 are:

- (a) price information or quotes required in the Tender Document;
- (b) a signed Offer to be Bound; and
- (c) any other document or information in respect of which it is specified in the Tender Document that a failure to provide to the Authority in a Tender at the time of submission of the Tender or by the Tender Closing Time will result in the Tender not being considered.

19.3 Tenderers should also note that the Authority will not consider any clarification or information submitted by a Tenderer after the Tender Closing Time irrespective of whether or not the clarification or information is submitted at the invitation of the Authority if the Authority considers that such clarification or information would alter the Tenderer's

Tender in substance or give the Tenderer an advantage over the other Tenderers.

## **20. Communication with the Authority**

- 20.1 All communications given or made by the Authority or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other party in the manner provided in Clause 26 of the General Conditions of Contract, save that the Authority may, by prior notice to a Tenderer, require the Tenderer to send or deliver a written communication by post or email only. A Tenderer shall complete the Appendix and should note that the Authority will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.
- 20.2 All communications in relation to the Invitation to Tender shall be conducted directly between the Authority and the Tenderer irrespective of the number of manufacturers or sub-contractors involved.
- 20.3 Unless otherwise expressly stated by the Authority in writing, a statement made by the Authority (whether oral or written) in response to any enquiry made by a prospective Tenderer shall be for information only. No such statement shall constitute a representation or warranty by the Authority of any nature whatsoever (whether express or implied), and no invitation is made by the Authority to any Tenderer or prospective Tenderer to rely on such statement. No such statement shall form part of the Tender Document or alter, negate or constitute a waiver of any provision of the Tender Document.

## **21. Negotiations**

The Authority reserves the right to negotiate with any Tenderer the terms of the Tenderer's offer and conditions of the Contract.

## **22. Award of Contract**

- 22.1 Unless the Authority decides that it is in the public interest not to award the Contract, subject to the other provisions of the Tender Document, the Authority may award the Contract to the Tenderer who:
  - (a) submits a Tender that conforms with all mandatory requirements stipulated in the Tender Document;

- (b) passes the tender evaluation criteria determined by the Authority;  
and
- (c) submits a Tender which in terms of the specific evaluation criteria of this Invitation to Tender is determined to be the most advantageous to the Authority.

22.2 Each Tenderer acknowledges that the Authority may elect at its sole option to accept all or any part of the Tenderer's offer. The Authority reserves its right to award part of the Contract to a Tenderer.

## **23. Acceptance**

23.1 A Tender shall not be regarded to have been accepted by the Authority unless the Authority issues to the Tenderer concerned an acceptance in writing ("Tender Acceptance") and send it by either post to the successful Tenderer's address or email (as the case may be) specified in the Appendix to the Tender Form. A binding Contract between the Authority and the successful Tenderer is only constituted:

- (a) if the Tender Acceptance is sent by post, at the time of posting; or
- (b) if the Tender Acceptance is sent by email, at the time of sending.

23.2 A duplicate hard copy of the Contract, including the "Memorandum of Acceptance" duly completed by the Authority, will subsequently be delivered to the successful Tenderer evidencing the earlier acceptance by post or email, as the case may be.

23.3 Tenderers who do not receive any notification within the Tender Validity Period should assume that their Tenders have not been accepted.

## **24. Occurrence of offences**

Notwithstanding anything to the contrary in the Tender Document, the Authority reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaged, is engaging, or the Authority reasonably believes or forms a view that the Tenderer to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is

necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

## **25. Documents of Unsuccessful Tenderers**

The Authority may destroy all documents submitted by unsuccessful Tenderers three (3) years after the Contract has been constituted under Paragraph 23.1 above.

## **26. Consent to Disclosure**

26.1 The Authority may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer, the Tender Document, particulars (including the nature and quantity) of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer, and the Estimated Contract Price.

26.2 Nothing in Paragraph 26.1 shall prejudice the Authority's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Paragraph 26.1) if the disclosure is made under any one of the following circumstances:

- (a) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Authority (including agents, advisers, contractors and consultants);
- (b) the disclosure of any information already known to the recipient;
- (c) the disclosure of any information which is public knowledge;
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or
- (e) without prejudice to the power of the Authority under Paragraph 26.1, to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

## **PART 3 - GENERAL CONDITIONS OF CONTRACT**

### **1. Contractor's Acknowledgement and Contract Performance**

- 1.1 The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to provide to the Authority the Services, which shall comply fully with the requirements set out in the Technical Specifications and other provisions of the Contract. The Contractor shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to the Technical Specifications or any other provisions of the Contract.
- 1.2 The Contractor further acknowledges that the Authority relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.
- 1.3 The Contractor shall perform its obligations under the Contract to the satisfaction of the Authority:
  - (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence;
  - (b) in accordance with Good Industry Practice; and
  - (c) in compliance with all applicable laws.
- 1.4 The Contractor shall be responsible for the accuracy of all drawings, documents and information supplied by the Contractor to the Authority in connection with the Services. Without prejudice to any other provisions of the Contract, the Contractor shall indemnify the Authority against all losses and damages arising from, and costs and expenses incurred in connection with, any discrepancies, errors or omissions therein.
- 1.5 The Contractor shall at all times deploy appropriate and sufficient professional personnel and resources to the satisfaction of the Authority in performing the Services. The Contractor acknowledges that the Authority may at its sole discretion determine whether the deployment of personnel and resources by the Contractor is satisfactory to the Authority.
- 1.6 The Contractor shall provide the Services in accordance with the working schedule as stipulated and updated by the Authority and notified to the Contractor in writing from time to time.

- 1.7 The Contractor acknowledges and agrees that all content, logistical and set-up plan and time schedule in relation to the Services are subject to refinement and revision by the Authority and shall require the Authority's prior written approval before public release. No advertisement or broadcasting of the IAIS Conference and the Asian Insurance Forum 2026 shall be made without the Authority's prior written approval.

## **1A. Total Services and Variation**

- 1A.1 The Services to be performed under the Contract shall be as laid down in the Technical Specifications and shall be carried out, as and when required, to the satisfaction of the Authority. All orders placed under the Contract shall be issued in writing and the Authority will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- 1A.2 The Contractor shall not extend the Services beyond the requirements specified in the Technical Specifications except as directed in writing by the representative of the Authority; but the representative of the Authority may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Technical Specifications.
- 1A.3 Where a variation has been made to the Contract the amount to be added to or deducted from the Contract Price in accordance with that variation shall be determined in accordance with the rates specified in the Price Schedule so far as the same may be applicable and where rates are not contained in the Price Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

## **2. Warranties and Representations**

- 2.1 The Contractor warrants, represents and undertakes that:
- (a) the Services conform in all respects to the Technical Specifications and, where applicable, with any sample approved by the Authority;
  - (b) the Services operate in accordance with the relevant technical specifications and correspond with the requirements of the Technical Specifications and any particulars specified in the Contract;

- (c) the Contractor has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;
- (d) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
- (e) all authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect;
- (f) all information supplied, and statements and representations made by or on behalf of the Contractor in or in relation to its Tender and the Contract are true, accurate and complete;
- (g) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (h) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (i) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue;
- (j) it owns, has obtained and is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (k) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position

as an ongoing business concern or on its ability to fulfil its obligations under the Contract; and

- (l) it complies with section 53A of the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong).

2.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 2.1 and other provisions of the Contract (collectively, “Warranties” and each, a “Warranty”) shall be true without limitation in time, save that in case of any Warranty expressed to be effective during the Contract Period, it shall be true on each day of the Contract Period as if it is repeated on each such day.

2.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.

### **3. Costs and Expenses**

Save as otherwise expressly provided for in the Contract, the Contractor shall comply with all provisions of the Contract and its obligations under the Contract at its own costs and expenses.

### **4. Project Team**

4.1 The Contractor shall during the Contract Period maintain an office in Hong Kong for the purpose of carrying out the Services. The Contractor shall provide office accommodation and other necessary equipment and support to the Project Team.

4.2 In case that the Project Team consists of more than one person, the Authority reserves the right to require replacement of the members of the Project Team. The Contractor shall obtain the prior written approval from the Authority for any addition to or change or replacement of members of the Project Team.

4.3 In the event of the death, incapacity or termination of employment of any member of the Project Team before completion of the Services, the Contractor shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.



- 4.4 The Contractor shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Contractor shall without delay forward curriculum vitae of the proposed substitute or replacement to the Authority and shall warrant that it is substantially complete and accurate in all material respects. The deployment of such substitute or replacement shall be subject to the Authority's written consent.
- 4.5 The Contractor shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Project Team.

## **5. Postponement**

Notwithstanding any date specified by the Authority as the date for the IAIS Conference and/or the Asian Insurance Forum, the Authority is entitled to postpone or reschedule the IAIS Conference and/or the Asian Insurance Forum once to another date in 2026, by serving a written notice on the Contractor no less than six months prior to the earlier specified date of the IAIS Conference and/or the Asian Insurance Forum (the "Postponement").

## **6. Rejection of Services**

- 6.1 The Services performed shall be subject to inspection and certification by the representative of the Authority. Upon breach of any term or condition of the Contract by the Contractor, including but not limited to failure to deploy appropriate and sufficient professional personnel and resources for whatever reason to the satisfaction of the Authority in performing the Services and/or failure to comply with the performance requirements in accordance with the Technical Specifications, the Authority shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.
- 6.2 In the event that the Contractor, its sub-contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Authority may by notice in writing to the Contractor at any time require the Contractor to

make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Authority in the notice.

## **7. Payment of the Contract Price**

- 7.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with the Contract, the Authority shall pay the Contractor the Contract Price in accordance with the payment timetable set out in the Price Schedule of the Contract.
- 7.2 Notwithstanding any provision in the Contract, unless otherwise agreed in writing by the Authority, in respect of any Services provided to the Authority, the Authority shall not have any obligation to pay the Contractor any Contract Price for such Services unless and until the Services have been accepted by the Authority in the manner prescribed in the Contract. Upon the acceptance of the Services, the Authority shall pay the Contractor the Contract Price within thirty (30) days upon its receipt of the Contractor's correctly submitted invoices which are to be issued after the respective Milestone Events specified in the Price Schedule of the Contract.
- 7.3 The Contract Price is inclusive of all charges for provision of Services and the Authority is not liable for any other fees, expenses, charges, penalties, interests, commissions or any form of liabilities imposed by the Contractor or other persons. Save as otherwise expressly provided for in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).
- 7.4 In the event that the Contractor has made a standing offer to provide the Services to the Authority if and when demanded during the Contract Period, the Contractor and the Authority hereby acknowledge and agree that the consideration for the standing offer shall be One Hong Kong dollar, payable by the Authority to the Contractor, if demanded, and that the Contractor irrevocably undertakes to keep the standing offer open throughout the Contract Period.
- 7.5 The Authority may adjust the required items and quantities from time to time and has no obligation to purchase or subscribe to any or all of the service items and quantities set out in the Price Schedule. The Authority is entitled to request the Contractor to provide services other than those set out in the Price Schedule at a fee to be agreed by the parties. The total

fee to be charged to the Authority shall be adjusted according to the actual items and quantities confirmed by the Authority).

7.6 Notwithstanding any provision of the Contract, the Authority is entitled to withhold payment of all or any part of the Contract Price and any other sum payable by the Authority to the Contractor under the Contract if:

- (a) the Contractor fails to observe or perform any provision of the Contract;
- (b) the Authority disputes on any reasonable ground its obligation to pay the amount in question;
- (c) the Authority has reasonable grounds to believe that the Contractor is or will be liable to the Authority under any provision of the Contract for the loss or damage suffered by the Authority; or
- (d) withholding of payment is required by any applicable law.

7.7 No payment made by the Authority under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Authority in respect of any breach of the Contract by the Contractor.

## **8. Authority's Premises/Contractor's Premises**

8.1 The Contractor, shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of the Authority's premises as are necessary for the due discharge of the Contractor's obligations under the Contract.

8.2 Where the Services are carried out on the Contractor's premises, such premises shall be open to inspection by the representative of the Authority at all reasonable times.

8.3 The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto the Authority's premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Authority in respect of any loss or damage to the Authority's such premises, piers or wharves.

## **9. Intellectual Property Rights (Services)**

- 9.1 The Authority shall be the exclusive owner of the Materials. All the Intellectual Property Rights in the Materials shall vest in the Authority at the time they are created. Subject to Clause 9.3, the Contractor warrants that such Materials are original works developed by or on behalf of the Contractor.
- 9.2 The Contractor shall not use or allow to be used directly or indirectly the Materials except for the performance of its obligations under the Contract or except with the prior written approval of the Authority. “Use” includes any acts restricted by copyright (including reproduction) set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).
- 9.3 If materials from other copyright works or Intellectual Property Rights from other sources (except those originating from the Authority) are included in the Materials or any software and materials are supplied or used by the Contractor in the performance of the Contract and the Intellectual Property Rights are vested in a third party, the Contractor shall identify such materials to the Authority and keep the Authority informed in writing of such third party materials. If requested by the Authority in writing, the Contractor may, on behalf of the Authority, pay the third party a fee to be agreed by the parties to acquire the Intellectual Property Rights in the third party materials.
- 9.4 Without prejudice to the generality of Clause 9.1, the Contractor warrants that the Authority shall have the right of using all drafts, sketches, slogans, design logos, icons, photos, images, videos, and footage shot, in whole or in segments including still and moving images produced therefrom, for all purposes and in whatever form. Subject to Clause 9.3, the payment by the Authority for the Services is inclusive of all fees, royalties and demands arising from such uses by the Authority as described above.
- 9.5 The Authority has the right to present the Materials developed by the Contractor anywhere within and outside Hong Kong using any media, including, but not limited to, broadcasting, video walls, the Internet and multi-media advertisements on buses, seminars, exhibitions, roadshow and other media. If requested by the Authority in writing, the Contractor may, at a fee to be agreed by the parties, pay on behalf of the Authority the Composers and Authors Society of HK (“CASH”) and the International Federation of the Phonographic Industry (“IFPI”) (the latter in case of music from CDs, VCDs, DVDs and cassettes) for the internet right of any copyright music in the video(s) produced for the Forum. The Contractor

shall advise and inform the Authority of any need to pay the CASH and the IFPI (the latter in case of music from CDs, VCDs, DVDs and cassettes) for the public performance right for the Authority to broadcast any copyright music as part of the video(s) at public functions. Such functions may include ceremonies, exhibitions, carnivals, district events, etc.

9.6 The Contractor warrants that:

- (a) it has or shall have a valid and continuing licence under which it is entitled to use or sub-license such third party materials and the third party Intellectual Property Rights for itself and for the Authority and its authorised users to use such third party materials;
- (b) prior to the use and incorporation of such third party materials, the Contractor shall have obtained the grant of all necessary clearances for itself and for the Authority and its authorised users authorising the use of such third party materials for the purposes contemplated under the Contract;
- (c) the provision of the Services by the Contractor and the use or possession by the Authority and its authorised users of the Materials including the third party materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights of any person; and
- (d) the exercise of any of the rights granted under the Contract by the Authority and its authorised users will not infringe any Intellectual Property Rights of any person.

9.7 The Contractor hereby waives and will procure its officers, employees, agents, sub-contractors and all authors concerned to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of the Authority, its authorised users and licensees and shall take effect upon delivery of the relevant Materials.

9.8 The Contractor shall at its own costs execute or procure the execution of any further assignments, deeds, licence, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause.

- 9.9 The provisions of this Clause shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **10. Variations**

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an instrument in writing and duly signed by the Contractor and the Authority.

## **11. Liability and Indemnities**

- 11.1 Neither the Authority nor any of its employees or agents shall be under any liability whatsoever for or in respect of:

- (a) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Authority or any of its employees or agents or otherwise); or
- (b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees or agents, save and except any such injury or death caused by the Negligence of the Authority or any of its employees or agents.

- 11.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of the Authority and its employees and agents (each an "Indemnified Person") against:

- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person ("Claims"); and
- (b) any and all liabilities, losses, damages, costs, charges or expenses (including (i) all legal fees and other awards, costs, payments, charges and expenses and (ii) any loss or damage sustained by or any injury to or death of any person in consequence of any Negligence of the Contractor or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with, out of or in relation to:

- (i) the performance or breach of any provisions of the Contract by the Contractor, its employees, agents or sub-contractors;
- (ii) the negligence, recklessness, tortious acts or wilful omission of the Contractor, its employees, agents or sub-contractors;
- (iii) any default, unauthorised act or wilful misconduct of the Contractor, its employees, agents or sub-contractor(s); or
- (iv) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority.

11.3 The indemnity under Clause 11.2 shall not apply to any injury or death caused by the Negligence of an Indemnified Person.

11.4 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform the representative of the Authority as early as practicable and deliver to the Authority a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the representative of the Authority.

11.5 For the purposes of this Clause, “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).

11.6 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Authority in enforcing any of the terms and conditions of the Contract.

## **12. Termination**

12.1 If:

- (a) the Contractor fails to provide to the Authority any Services within the time as specified in the Technical Specifications;
- (b) any Services are rejected pursuant to the Contract;
- (c) the Contractor fails to deliver to the Authority rectified Services to the satisfaction of the Authority by the date specified by the representative of the Authority in writing;
- (d) the Contractor offers to provide or provides to the Authority any Services which have previously been rejected by the representative of the Authority;
- (e) the Contractor commits a fundamental breach of any term of the Contract;
- (f) the Contractor is in breach of any other provision of the Contract which in the opinion of the Authority is not capable of remedy;
- (g) the Contractor commits a breach of any other provision of the Contract which is capable of remedy and fails to remedy the same within seven (7) days of service of notice by the Authority (or such longer period as specified in the notice) requiring such remedy;
- (h) the Contractor is in breach of any of its warranties and undertakings under the Contract;
- (i) the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract;
- (j) the Contractor or any officer (including director), employee or agent of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Authority; or
- (k) the Contractor has engaged or is engaging, or the Authority reasonably believes or forms a view that the Contractor to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;



- (l) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security or the termination of the engagement of the Contractor is necessary to protect the public interest of Hong Kong, public morals, public order or public safety; or
- (m) the Authority is given the right to terminate the Contract under any other provision of the Contract,

the Authority may by written notice to the Contractor terminate the Contract immediately.

12.2 The Authority may also by written notice to the Contractor terminate the Contract immediately upon the occurrence of any of the following events:

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) if the Contractor is an incorporated body, a shareholders or members meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);
- (c) a petition is presented for the winding up or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
- (d) the Contractor is or becomes insolvent, or any order is made for the Contractor's bankruptcy;
- (e) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor's business or assets;
- (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (g) the Authority reasonably apprehends that any of the events mentioned above is about to occur; or

- (h) a Force Majeure Event occurs in such manner entitling the Authority to terminate the Contract under Clause 24.7 of the General Conditions of Contract.
- 12.3 The Authority may at any time suspend or terminate the Contract by giving the Contractor thirty (30) working days prior written notice.
- 12.4 On termination of the Contract for any reason, the Authority is under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Authority by the Contract.
- 12.5 The expiry or termination of the Contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 12.6 If the Contract is terminated under Clause 12.1 and the Authority makes other arrangements for the provision of any Services from any other source, the Authority may recover from the Contractor all costs and expenses incurred in making the arrangements (including the costs and expenses incurred in conducting any tender or quotation as appropriate for procurement of the Services then outstanding and those incurred by the Authority in engaging another contractor to complete the Contract) and any additional expenditure incurred by the Authority in connection with a default by the Contractor referred to in Clause 12.1. If the Contract is so terminated, until the Authority has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Authority to the Contractor for the Services provided by the Contractor prior to termination and in accordance with the Contract for which payment has yet to be made by the Authority.
- 12.7 On the expiry or termination of the Contract for any reason, the Contractor shall:
  - (a) immediately return to the Authority all confidential information, personal data and such other information, property and materials in the possession or under the control of the Contractor or any of its suppliers, sub-contractors and agents, which was obtained or produced in the course of providing the Services;

- (b) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to such person specified by the representative of the Authority and/or the completion of any work in progress;
- (c) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Authority or a replacement contractor to conduct due diligence;
- (d) within twenty-eight (28) days of the date of termination compile and submit to the Authority a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of termination.

12.8 Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) shall be payable by the Authority to the Contractor as a result of any suspension or early termination of the Contract by the Authority.

### **13. Recovery of Sums Due**

Where the Contractor has incurred any liability to the Authority, whether at law or in equity and whether such liability is liquidated or unliquidated, the Authority may set off, whether by way of equitable set off or at common law the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from the Authority to the Contractor under the Contract or any other contract made between the Authority and the Contractor.

### **14. Conflict of Interest**

14.1 The Contractor shall during the Contract Period and for three (3) months thereafter:

- (a) ensure that it (including each and every employee of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and

associated persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor's duties or obligations under the Contract without the prior written approval of the Authority (which approval shall not be unreasonably refused or delayed); and

- (b) forthwith notify the Authority in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Contractor or any of the Contractor's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Contractor's obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.

14.2 The Contractor shall ensure that each of its associate and associated person, each of its sub-contractors and each of their respective employees, officers and agents deployed in the performance of the Contractor's obligations hereunder and their respective associates and associated persons shall keep themselves informed and inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's obligations under this Contract.

14.3 The Contractor shall procure its sub-contractors, each officers and agents deployed in the performance of the Contractor's obligations hereunder to execute a legally binding written undertaking in favour of the Contractor and the Authority jointly and severally in a form prescribed by the Authority agreeing to observe Clause 14.1 and the Contractor shall provide the original or certified true copies of all such undertakings to the Authority as may be required by the Authority. The Contractor further agrees that, if so required by the Authority, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with the Authority in their enforcement.

14.4 In the Contract:

- (a) "associate" in relation to any person means:

- (i) a relative or partner of that person; or
  - (ii) a company one or more of whose directors is in common with one or more of the directors of that person;
- (b) “associated person” in relation to another person means:
  - (i) any person who has control, directly or indirectly, over the other;
  - (ii) any person who is controlled, directly or indirectly, by the other; or
  - (iii) any person who is controlled by, or has control over, a person at (i) or (ii) above;
- (c) “control” in relation to another person means the power of a person to secure:
  - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person;
  - (ii) by virtue of powers conferred by any constitution, articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or
  - (iii) by virtue of holding office as a director in that or any other person;

that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person;

- (d) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

## 15. Confidentiality

- 15.1 The Contractor shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), in whatever form or media, which the Authority has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Contractor (“Confidential Information”). The Contractor’s obligations under this Clause 15 shall not extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).
- 15.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep the Authority, its authorised users, assigns and successors-in-title fully and effectively indemnified against any and all action, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:
- (a) a breach of confidence (whether under the Contract or general law) by the Contractor or any of its employees, agents or sub-contractors;
  - (b) a breach of section 53A of the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong);
  - (c) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
  - (d) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Chapter 593 of the Laws of Hong Kong).
- 15.3 The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether

during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) or reproduce the Confidential Information for any other purposes without the Authority's prior written consent.

- 15.4 The Contractor shall not disclose the Confidential Information to any third parties except in confidence to such of the Contractor's employees, agents or sub-contractors who need to know the same for the purposes of the Contract.
- 15.5 The Contractor undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- 15.6 The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 15 and section 53A of the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong).
- 15.7 The Contractor undertakes, if so requested by the Authority, to deliver to the Authority on such date as specified by the Authority, separate confidentiality agreements duly executed by the Contractor and/or each person to whom any Confidential Information is to be disclosed by the Contractor in accordance with the Contract. The Contractor shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by the Authority.
- 15.8 The Contractor further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- 15.9 If the Contractor becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Authority and give the Authority all reasonable assistance in connection with any action or proceedings which the Authority may take or institute against any such persons.
- 15.10 The provisions of this Clause 15 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **16. Probity**

16.1 The Contractor acknowledges it has been reminded that:

- (a) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong); and
- (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

16.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

16.3 The Authority may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.

## **17. Insurance**

17.1 The Contractor shall effect and maintain with an insurance company a policy of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such policy shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained throughout the Contract Period and until the completion of all the Services to the satisfaction of the Authority.



- 17.2 Without prejudice to Clause 17.1, the Contractor shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.
- 17.3 The Contractor shall, within one (1) month of execution of this Contract, deliver to the Authority copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 17.4 If the Contractor fails to give effect to or maintain any insurance required under the Contract, the Authority may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.
- 17.5 No provision in any insurance and no amount of insurance covered shall relieve the Contractor of any liability under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

## **18. Process Agent**

If the Contractor is not a Hong Kong resident, the Contractor irrevocably appoints the person whose name and address are set out in the Appendix to the Tender Form as its process agent to receive on its behalf service of process of any legal action or proceedings arising out of or in connection with the Contract in Hong Kong. Service upon the process agent shall be good service upon the Contractor whether or not it is forwarded to and received by the Contractor. If, for any reason, the process agent ceases to be or ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Contractor hereby agrees to appoint a substitute process agent with an address in Hong Kong acceptable to the Authority and to deliver to the Authority a copy of the substitute process agent's acceptance of that appointment within thirty (30) days. In the event that the Contractor fails to appoint a substitute process agent, or fails to notify the Authority of the name and address for service of that substitute process agent, it shall be effective service for the Authority to serve the process upon the last known address in Hong Kong of the last known process agent for the Contractor notified to the Authority notwithstanding that such process agent is no longer found at such address or has ceased to act or has ceased to be able to act.

## **19. Relationship of the Parties**

The Contractor enters into the Contract with the Authority as an independent contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, or a joint venture between the Authority and the Contractor. Unless otherwise expressly provided for in the Contract, neither party is authorised to act in the name of, or on behalf of, or otherwise bind the other party.

## **20. Assignment and Sub-contracting**

20.1 Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Authority, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it.

20.2 A sub-contracting of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract, and the Contractor shall remain fully liable to the Authority and be responsible for the acts and omissions of its sub-contractors as though they were its own.

## **21. Non-exclusive Contract**

Nothing in the Contract shall preclude the Authority from procuring any Services (whether within and outside the coverage of the Contract) from any other person.

## **22. Disclosure of Information**

The Contractor hereby irrevocably authorises, consents and agrees that the Authority may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as the Authority considers fit:

- (a) the Services supplied or to be supplied by the Contractor;
- (b) the Estimated Contract Price and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
- (c) the price proposal submitted prior to the date of the Contract by the Contractor to the Authority in relation to the Services; and

- (d) the engagement by the Authority of the Contractor under the Contract and the names of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract.

## **23. Publicity**

- 23.1 Whether before, during or after the expiry or termination of the Contract Period, the Contractor shall not use the Authority's name in any document, publication, advertisement or publicity material without the prior written consent of the Authority.
- 23.2 Subject to Clause 23.1, the Contractor shall submit to the representative of the Authority for approval all the proposed advertising or other publicity material relating to the Contract, the Services or other services provided or other work done in connection with the Contract wherein the Authority's name is mentioned or language used from which a connection with the Authority can reasonably be inferred or implied.
- 23.3 Notwithstanding any consent or approval given under Clause 23.1 or 23.2, whenever required by the Authority, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein the Authority is mentioned or language used from which a connection with the Authority can reasonably be inferred or implied and the Contractor must comply with such request.

## **24. Force Majeure**

- 24.1 If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Authority in writing of that matter and all relevant particulars.
- 24.2 Within three (3) days after the occurrence of a Force Majeure Event, the Contractor shall notify the Authority in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Contractor's ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, the Authority may on its own issue a notice to the Contractor noting the occurrence of the Force Majeure Event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or the Authority pursuant to this Clause is hereinafter referred to as the "Suspension Notice".

- 24.3 Following the issue of a Suspension Notice by the Contractor or the Authority, the Contractor shall keep the Authority informed at reasonable intervals, and upon the request of the Authority of:
- (a) the likely duration of the relevant Force Majeure Event and of its effect on the Contractor's ability to perform its obligations under the Contract;
  - (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and
  - (c) any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.
- 24.4 To the extent that the performance of obligations by the Contractor under the Contract is prevented by a Force Majeure Event, the Contractor's performance of such obligations will, subject to Clause 24.5, be suspended to that extent from the date the Contractor or the Authority gives a Suspension Notice in respect of that Force Majeure Event until the Contractor ceases to be so prevented ("Cessation Date"). Notwithstanding anything in the Contract to the contrary, as soon as the Authority issues a Suspension Notice to the Contractor, the Contractor shall forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.
- 24.5 During the suspension of any obligations under Clause 24.4:
- (a) the Contractor shall use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Contractor's performance of the obligations under the Contract;
  - (b) the Authority may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and
  - (c) the Contractor shall not be entitled to any cost, fee or charge or such pro rata portion thereof in respect of the suspended obligations for the suspended period.
- 24.6 As soon as the relevant Force Majeure Event has terminated, the Contractor shall forthwith notify the Authority of the Cessation Date, or

the Authority may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate Cessation Date. The Contractor shall immediately after the Cessation Date resume performance of the suspended obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Authority and the Contractor on the appropriate Cessation Date, the Authority's decision shall be final in the absence of manifest error.

- 24.7 Should suspension of the performance by the Contractor of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, the Authority shall be entitled to terminate the Contract pursuant to Clause 12.2.
- 24.8 The Contractor shall ensure that provisions similar to this Clause 24 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

## **25. Retention of Records**

The Contractor shall keep and maintain until six (6) years after the expiry of the Contract, or such longer period as may be agreed by the parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. If requested by the Authority, the Contractor shall afford the Authority or its representative access to the records as may be requested by the Authority.

## **26. Notices**

- 26.1 Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, or email address set out in the Appendix to the Tender Form (or such other postal address or email address as the addressee has by not less than seven (7) working days' prior written notice specified to the other party).
- 26.2 Such notices, demands or other communications shall be addressed as provided in Clause 26.1 and, if so addressed, shall be deemed to have been duly given or made as follows:
- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;

- (b) if sent by post, four (4) days (for any place in Hong Kong ) and seven (7) days (for any place outside Hong Kong) after the date of posting;
- (c) if sent by email, when actually received in a form readable by an individual.

## **27. Entire Agreement**

- 27.1 The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Authority.
- 27.2 All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

## **28. Governing Law and Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of Hong Kong. The Contractor and the Authority agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Contract.

## **29. Severability**

If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

## **30. Waiver**

- 30.1 No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a

remedy of each party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

- 30.2 Without prejudice to the generality of Clause 30.1, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Authority under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Authority may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Authority of any other right, power or remedy.

### **31. Assistance in Legal Proceedings**

- 31.1 If and whenever requested to do so by the representative of the Authority, the Contractor shall provide to the Authority all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Authority may become involved or any internal disciplinary hearing of the Authority that arises out of or in connection with the Contract or the Contractor's presence at the Authority's premises. If requested by the Authority, the Contractor shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.
- 31.2 Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Authority or the Contractor or in respect of the Contract, it shall notify the representative of the Authority immediately in writing giving full details of such incident, accident or matter as the representative of the Authority may require.

### **32. Contracts (Right of Third Parties) Ordinance**

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

### **33. Order of Precedence**

In the event of, and only to the extent of, any conflict or inconsistency between the Clauses of the Contract, any document referred to in those Clauses, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) Technical Specifications;
- (b) General Conditions of Contract; and
- (c) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

### **34. Anti-discrimination**

The Contractor warrants and undertakes that all Services shall be provided in the absence of any gender bias, inequality or discrimination against any minority group and in full compliance with the relevant anti-discrimination laws and regulations in Hong Kong.



## **PART 4 - TECHNICAL SPECIFICATIONS**

### **1. Background**

- 1.1 The IAIS is a voluntary membership organisation of insurance supervisors and regulators from more than 200 jurisdictions. The Hong Kong Insurance Authority (i.e. the Authority) is one of its members.
- 1.2 The IAIS hold its Annual Conference, Annual General Meeting (“AGM”) and Committee Meetings (the “IAIS Conference”) at different jurisdictions each year. Hong Kong will be the host of the IAIS Conference in 2026.
- 1.3 Based on statistics from the IAIS, the Committee Meetings and the AGM attracted approximately 200 members and participants in the Annual Conference numbered between 300 to 500 members and stakeholders.
- 1.4 The 2026 IAIS Conference as referred in 1.2 is tentatively scheduled on 9 to 13 November 2026. It is planned to hold it in a suitable venue with excellent infrastructure and easy access by public transportation.
- 1.5 The Asian Insurance Forum is an annual flagship event of the Authority, providing a high-level platform for financial and insurance regulators, industry leaders and scholars around the world to exchange their views on the direction and strategies of the future development of the insurance industry. The Asian Insurance Forum 2026 is tentatively scheduled to be held in the afternoon of 13 November 2026 alongside the IAIS Conference.

## 2. Event Details

The tentative schedule of the IAIS Conference and Asian Insurance Forum 2026 (the “Conference Period”) is listed as follows:

Date	Time	Meetings	Expected participants (no.)
9 November 2026	0900 – 1700	Committee Meetings	200
10 November 2026	0900 – 1700	Committee Meetings	200
11 November 2026	0900 – 1200	Executive Committee Meeting	200
	1400 – 1600	AGM	
	1600 – 1700	Executive Committee Meeting	
12 November 2026	0900 – 1700	Annual Conference	300 – 500
	1800 – 2000	Cocktail Reception	300 – 500
13 November 2026	0900 – 1230	Annual Conference	300 – 500
	1400 – 1700	Asian Insurance Forum 2026	500

## 3. Scope of Services

3.1 The Contractor is required to provide the following services related to the assignment of function spaces:

- (a) Reservation of function spaces that can fulfil the meeting requirements as listed out in Annex B;
- (b) Arrangement for the exclusive use of the venue foyer and pre-function area during the Conference Period;

- (c) Provision of sufficient manpower, including but not limited to butler, waiters and waitresses, cloakroom attendants and technicians, to ensure a smooth operation of the IAIS Conference and Asian Insurance Forum 2026; and
- (d) Arrangement for early move-in and set-up from 0100 during the Conference Period upon request by the Authority.

3.2 The Contractor is required to provide the following services related to food and beverages:

- (a) Provision of seated buffet lunch in the assigned function spaces for the expected number of participants from 9 November to 12 November 2026;
- (b) Arrangement of two refreshment breaks, served with coffee, tea and water, and a selection of pastries or savory items, on each day of the Conference Period;
- (c) Unlimited serving of coffee, tea and water throughout the Conference Period;
- (d) Provision of refreshments to participants during the Annual Conference on 12 and 13 November 2026 at a designated refreshment area;
- (e) Provision of soft drinks, juices, beer and house wines, and a selection of cold and hot bites during the Cocktail Reception on 12 November 2026 upon request by the Authority;
- (f) Arrangement of alternative choices for participants with special dietary requirements; and
- (g) Recommendation on buffet and refreshment menus with sustainability considerations, including the use of seasonal food, and local cuisine, serving more plant-based dishes while limiting the use of disposable items.

3.3 The Contractor is required to provide the following services related to equipment and amenities:

- (a) Provision of furniture and linen to fulfil the set-up requirement as listed out in Annex B;
- (b) Provision of necessary amenities, including but not limited to LCD projector, projection screens, basic lighting, AV equipment and power outlets throughout the Conference Period;
- (c) Provision of meeting stationary to all participants, including but not limited to pens, pencils and notepads throughout the Conference Period;
- (d) Provision of stage and LED wall for the AGM, Annual Conference and Asian Insurance Forum 2026 from 11 November to 13 November 2026;
- (e) Provision of dedicated high-speed broadband and three phase electricity upon request of the Authority.

3.4 The Contractor is required to provide the following services related to block booking of hotel guest rooms:

- (a) Blocking of a specified number of guests room upon request of the Authority. Tenderers shall suggest a reasonable minimum number of room nights required to secure the booking of function spaces for the 2026 IAIS Conference and Asian Insurance Forum;
- (b) Provision of both single and double rooms for selection;
- (c) Complimentary in-room wired and wireless internet access;
- (d) Provision of a dedicated reservation link to the participants of the IAIS Conference and handling of all logistical matters relating to the reservation and payment of the guest rooms. Payment shall be made by the participants to the Contractor direct.

#### **4. Supervision**

- 4.1 The Contractor is required to follow all reasonable instructions given by the Authority. The Authority reserves the right to amend all logistical and set-up plans if necessary.
- 4.2 The Contractor should assign a project manager to closely communicate with the Authority and provide sufficient manpower to address requests made by the Authority from time to time.

#### **5. Work Schedule**

A tentative work schedule is marked as follows:

13 June 2025	Deadline for submission of Tenders
16 - 20 June 2025	Presentation by shortlisted Tenderers, if needed
1 - 4 July 2025	Tender award
January – March 2026	Site visit with the Authority's appointed conference organizer
April – June 2026	Registration and guest rooms reservation
2 - 6 November 2026	Site visit with the IAIS staff
9 - 13 November 2026	The IAIS Conference
13 November 2026	Asian Insurance Forum 2026

#### **6. Evaluation**

There are two parts to the Authority's evaluation process: (1) evaluation of the Technical Proposal and (2) evaluation of the Price Schedule. While pricing is one of the considerations, the Authority will not make any selection based solely on price. Therefore, the lowest of any tenders may not necessarily be accepted.

**Insurance Authority**  
**Tender for venue provision for annual conference and meetings for the**  
**International Association of Insurance Supervisors**

**TENDER FORM**

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**LODGING OF TENDER**

To be acceptable as a tender, this form, properly completed and enclosed in a sealed plain envelope marked “Venue Provision for Annual Conference and Meetings for the International Association of Insurance Supervisors” must be deposited at the Insurance Authority, 19th Floor, 41 Heung Yip Road, Wong Chuk Hang, Hong Kong before 12:00 noon on 13 June 2025 (Hong Kong time).

Late tenders will not be accepted.

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**PART 1 - INTERPRETATION**

**PART 2 - TERMS OF TENDER**

**PART 3 - GENERAL CONDITIONS OF CONTRACT**

**PART 4 - TECHNICAL SPECIFICATIONS**

Details on Interpretation, Terms of Tender and General Conditions of Contract used for tendering for the venue provision for annual conference and meetings for the International Association of Insurance Supervisors are contained in the Invitation to Tender for Venue Provision for Annual Conference and Meetings for the International Association of Insurance Supervisors issued by the Insurance Authority on 23 May 2025.

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**PART 5 – OFFER TO BE BOUND**

1. Having read the Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to provide the Services, during the Contract Period at the prices quoted by me/us in the Price Schedule attached herein free of all other charges, subject to and in accordance with the terms and conditions of the Tender Document.
3. I/We undertake to perform the obligations under the Contract to the satisfaction of the Authority and acknowledge time is of the essence of the Contract.
4. I/We also certify that the particulars given by me/us below and in the Appendix to Tender Form are correct:

(a) Business Registration Certificate No. [REDACTED]  
which expires on [REDACTED]

(b) Employee's Compensation Insurance Policy No. [REDACTED]  
Which expires on [REDACTED]  
Name of Insurance Company [REDACTED]

5. \*I am/We are duly authorised to bind the company hereinafter mentioned by my/our signature(s).

or

I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein by my/our signature(s).

6. The name of the company/firm is:

[REDACTED]

7. \*The registered office of the company is situated at:

[REDACTED]

or

The names and residential addresses of the partners of the firm are as follows:

[REDACTED]

8. I/We agree to be bound by this Tender for a period of [REDACTED] from the Tender Closing Time and this Tender shall remain binding upon me/us and may be accepted by the Authority at any time before the expiration of such period.

9. I/We understand that the Authority is not bound to accept the lowest Tender prices or any Tender the Authority may receive or to accept any part of the Tender submitted.

10. In accordance with the Terms of Tender, I/we hereby declare the following actual and/or perceived conflict of interest:

[REDACTED]

11. I/We confirm that all software possessed or used in the delivery of the Services are duly licensed software.

12. I/We acknowledge that I/we have carefully read and understand all the terms in the Invitation to Tender and have obtained all necessary information of any circumstances which may influence or affect my/our Tender or my/our performance of the Contract (if I/we are a successful Tenderer).
13. I/We hereby declare that I/we have not made any qualification to any part of the Tender.
14. I/We acknowledge and agree that the Tender Document contains information that is confidential and proprietary to the Insurance Authority and is provided for tender proposal purposes only. The information shall be restricted to those involved in responding to this Tender and shall not in whole or in part be published, distributed, disclosed or used for any other purpose. I/We further acknowledge and agree that all information presented in or as a result of this Tender, including information disclosed by the Insurance Authority during the selection process, is to be considered strictly confidential. Information must not be released to external parties without the express written consent of the Insurance Authority.
15. I/We acknowledge and agree that all responses and other materials submitted in response to this Invitation to Tender will become the property of the Insurance Authority. The Insurance Authority assumes no obligation and shall incur no liability regarding confidentiality of all or any portion of a response or any other material submitted in response to this Invitation to Tender unless expressly agreed in writing to protect specifically identified information.
16. I/We confirm that our company \* is/ is not a supplier of the Government of HKSAR, and \* has/ has not served statutory bodies within the past three years.

Authorized Signature:

Name of Authorized Signatory:

Position:

Dated this

day of

2025

*Note: (i) All the particulars required above must be provided.*

*(ii) \* Strike out the alternative which is not applicable.*



## **NOTES FOR USE OF PERSONAL DATA:**

Please read the following notices before you provide any Personal Data in your Tender submission.

We may ask you to provide your Personal Data for the purposes relating to evaluation of your Tender.

When you provide Personal Data to us, please ensure that the data is accurate and complete. If you fail to provide us with the information required or if the information provided is inaccurate or incomplete, our evaluation of your Tender may be adversely affected.

Please also note that your Personal Data may be made available to:

- any other relevant parties who may require it for matters related to evaluation of your Tender; and
- any relevant government departments/authorities, professional bodies, courts, tribunals and committees where required.

In addition to the above, we will only use, disclose or transfer the Personal Data you provided to us:

- for the purposes relating to the evaluation of your Tender and performance of the Contract (if you are a successful Tenderer);
- enforcement of any rights against you; or
- where required or permitted by the relevant laws and regulations.

If you wish to require access to and/or correction of your Personal Data, you may contact the Insurance Authority in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) by filling in a “Data Access Request Form”, a copy of which is available at

[http://www.pcpd.org.hk/english/resources\\_centre/publications/forms/files/Dforme.pdf](http://www.pcpd.org.hk/english/resources_centre/publications/forms/files/Dforme.pdf)

## **Appendix 1 - Contact Details**

### **1. The Authority**

Attention: Mr Kenny Au Yeung  
Finance Section, Corporate Services Division

Address: 19/F, 41 Heung Yip Road, Wong Chuk Hang, Hong Kong

Email: fin-procurement@ia.org.hk

### **2. The Tenderer**

Name of Tenderer:

Attention:

Address:

Email:

Telephone:

## **Appendix 2 - Company Profile Information and Relevant Experience**

Tenderer to provide in accordance with the Terms of Tender and Technical Specifications, including but not limited to the following items:

1. An overview of the venue, including but not limited to its location, neighbourhood, guest rooms, dining and recreational facilities, complimentary services, etc.
2. Description of the operator of the venue, including its background, expertise and leadership team.
3. Photos and brief descriptions of past conference(s) of similar scale to this project held at the venue. The duration and scale of the conference(s) shall be clearly marked.
4. Relevant clienteles.

### **Appendix 3 – Proposed Work Approach**

Tenderer to provide in accordance with the Terms of Tender and Technical Specifications, including but not limited to the following items:

1. Proposed assignment of function spaces for each session throughout the Conference Period, i.e. Committee Meetings, AGM, Annual Conference, Cocktail Reception, Asian Insurance Forum 2026, lunches and side meetings as listed out in Annex B. Size, capacity, move-in and move-out time for each function space shall be clearly marked.
2. Proposed floor plan and equipment list for each assigned function space.
3. Photos and descriptions, including in-room amenities and complimentary services, if any, of the proposed guest rooms for block booking.
4. Minimum number of room nights for block booking.

## **Appendix 4 - Project Team Composition**

Tenderer to provide in accordance with the Terms of Tender and Technical Specifications, including a brief description of the proposed manpower deployment during the Conference Period.

## Appendix 5 - Confirmation of conformation to the Technical Specifications and Technical Counter-proposals (if any)

Tenderer to confirm conformation to **each** of the requirements set out in the Technical Specifications and provide Technical Counter-proposals (if any).

Technical Spec. - Para no.	Description of Requirements set out in the Technical Specifications	Requirements can be met by the Tenderer: (a) Yes, without customization (b) Yes, with customization (Please set out the customization details. The customization must have the same or better effect on the requirement.) (c) No, requirement cannot be met. (d) No, but with alternative offer (Please set out the alternative offer in detail. The alternative offer must have the same or better effect on the requirement.)
3.1(a)	Reservation of function spaces	
3.1(b)	Exclusive use of venue foyer and pre-function area	
3.1(c)	Provision of sufficient manpower	
3.1(d)	Arrangement for early move-in upon request	
3.2(a)	Seated lunch buffet	
3.2(b)	Arrangement for two refreshment breaks	
3.2(c)	Unlimited serving of beverages (coffee, tea and water)	
3.2(d)	Refreshment at a designated area during the Annual Conference	
3.2(e)	Food and beverages at Cocktail Reception	
3.2(f)	Arrangements for special dietary requirements	

Technical Spec. - Para no.	Description of Requirements set out in the Technical Specifications	<p>Requirements can be met by the Tenderer:</p> <p>(a) Yes, without customization</p> <p>(b) Yes, with customization (Please set out the customization details. The customization must have the same or better effect on the requirement.)</p> <p>(c) No, requirement cannot be met.</p> <p>(d) No, but with alternative offer (Please set out the alternative offer in detail. The alternative offer must have the same or better effect on the requirement.)</p>
3.2(g)	Menus and logistical arrangement with sustainability consideration	
3.3(a)	Provision of furniture and linen for meetings' set-up	
3.3(b)	Provision of necessary amenities throughout the Conference Period	
3.3(c)	Provision of meeting stationary throughout the Conference Period	
3.3(d)	Provision of stage and LED wall for the AGM, Annual Conference and the Asian Insurance Forum 2026	
3.3(e)	Provision of broadband network upon request	
3.4(a)	Blocking of guest rooms	
3.4(b)	Provision of different room types for selection	
3.4(c)	Complimentary in-room wired and wireless internet access	
3.4(d)	Provision of dedicated reservation link and handling of logistical and payment matters	

## **Appendix 6 - Non-collusive Tendering Certificate**

To: The Insurance Authority (the “Authority”)

Dear Sir/ Madam,

### **Non-Collusive Tendering Certificate for the Contract for the venue provision for annual conference and meetings for the International Association of Insurance Supervisors (the “Contract”)**

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

#### **Non-collusion**

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

- (a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;
- (b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other tenderer or competitor) regarding:
  - i) prices;
  - ii) methods, factors or formulas used to calculate prices;
  - iii) an intention or decision to submit, or not submit, a bid;
  - iv) an intention or decision to withdraw a bid;
  - v) the submission of a bid that does not conform with the requirements of the tender;
  - vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
  - vii) the terms of the bid,

and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.



3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Authority;
  - (b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to the Authority;
  - (c) consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
  - (d) professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
  - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
  - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

#### **Disclosure of subcontracting and beneficial ownership**

4. We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the Authority, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Authority.
5. We understand that we are required to disclose our beneficial ownership to the Authority (please enter “✓” in the appropriate box):

☐ (For a company other than a listed company or exempted company<sup>1</sup>) We will disclose the significant controllers register, as defined in the Companies Ordinance (Cap. 622).

☐ (For a sole proprietorship or partnership) We will disclose details of our beneficial owner(s) (if any), including their name and the nature of their control over the firm.

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<sup>1</sup> An exempted company is one which is not required to keep a register of its significant controllers (see further sections 653A (definition of “applicable company”) and 653H of the Companies Ordinance.)

☐ (For a listed company) We are a listed company in Hong Kong and our corporate ownership has already been disclosed in the public domain.

6. We understand that the Authority may request us to disclose further details regarding our shareholders or parent companies, or any other related, associated or controlling entities, to the Authority. We agree to disclose such details to the Authority if so requested, subject to such requests being reasonable in the circumstances.

### Consequences of breach or non-compliance

7. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Authority may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that we are awarded the Contract) terminate the Contract.
8. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that the Authority 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  
(Name of the tenderer):

Authorized Signature:

Name of Authorized Signatory:

Position:

Dated this

day of

2025

## Appendix 7 - Price Schedule

### 1. The Contract Price

Item	Description	Quantity (A)	Rate/Unit (B) HK\$	Contract Price = (A) x (B) HK\$
1	<p><b>Main function space(s)</b>, including the following items during the period listed from 1(a) to 1(e):</p> <ul style="list-style-type: none"> <li>- Necessary furniture, amenities and stationery</li> <li>- Refreshment breaks</li> <li>- Coffee, tea, drinking water</li> <li>- Buffet lunch (9 – 12 November only)</li> </ul> <p>Proposed function space:</p> <div style="background-color: #cccccc; height: 15px; width: 300px; margin-top: 5px;"></div>			
a)	0900 – 1700, 9 November 2026	200 pax		
b)	0900 – 1700, 10 November 2026	200 pax		
c)	0900 – 1700, 11 November 2026	200 pax		
d)	0900 – 1700, 12 November 2026	300 pax		
e)	0900 – 1700, 13 November 2026 (without lunch)	500 pax		

Item	Description	Quantity (A)	Rate/Unit (B) HK\$	Contract Price = (A) x (B) HK\$
2	<p><b>Side function spaces</b>, including the necessary furniture, amenities and stationery during the period listed from 2(a) to 2(f):</p> <p>Proposed function spaces:</p> <div style="background-color: #cccccc; height: 15px; margin-bottom: 5px;"></div> <p>a) 0900 – 2300, 8 – 13 November 2026 (IAIS office only)</p> <p>b) 0900 – 1700, 9 November 2026</p> <p>c) 0900 – 1700, 10 November 2026</p> <p>d) 0900 – 1700, 11 November 2026</p> <p>e) 0900 – 1700, 12 November 2026</p> <p>f) 0900 – 1230, 13 November 2026</p>			
3	Refreshment at designated area on 12 and 13 November 2026	2 days	<div style="background-color: #cccccc; width: 20px; height: 15px;"></div> /day	
4	Stage and LED wall in <b>main function space</b> on 11, 12 and 13 November 2026	3 days	<div style="background-color: #cccccc; width: 20px; height: 15px;"></div> /day	
	<p style="text-align: center;"><b>Total Contract Price<sup>2</sup></b> (Exclude guaranteed guest rooms)</p>			<div style="background-color: #cccccc; width: 100px; height: 15px;"></div>
5	Guest rooms (Minimum guarantee)			
	Single	<div style="background-color: #cccccc; width: 80px; height: 15px;"></div>	<div style="background-color: #cccccc; width: 20px; height: 15px;"></div> /night	
	Double	<div style="background-color: #cccccc; width: 80px; height: 15px;"></div>	<div style="background-color: #cccccc; width: 20px; height: 15px;"></div> / night	
		(No. of room nights)		

<sup>2</sup> Subject to final adjustments for the quantity of services (A) for respective items selected by the Authority

Item	Description	Quantity (A)	Rate/Unit (B) HK\$	Contract Price = (A) x (B) HK\$
<b>Optional items</b>				
6	Food and beverages for Cocktail Reception on 12 November 2026  Proposed function space: <div></div>	300 pax		
7	Additional participants for the events taking place in the main function space(s)	Per participant	/pax	
8	Additional participants for Cocktail Reception	Per participant	/pax	
9	Night time reservation for <b>main function space</b> from 1700 to 2300	Per night		
10	Night time reservation for <b>side function spaces</b> from 1700 to 2300	Per night		
11	Early move-in for <b>main function space</b> from 0100 to 0900	Per night		
12	Early move-in for <b>side function spaces</b> from 0100 to 0900	Per night		
13	Dedicated high-speed broadband (100mb)	Per day		
14 (a) (b)	Three Phase Electricity 30amp 60amp	Per day Per day		

## 2. **Payment Schedule**

The Total Contract Price, plus optional items selected, shall be payable to the Contractor according to the following schedule:

<b>Milestone Events</b>	<b>Instalments</b>
Acceptance of the Tender	50% of the Contract Price
Six months after acceptance of the Tender	30% of the Contract Price
One month before the first day of the Conference Period	20% of the Contract Price

For and on behalf of  
(Name of the tenderer):

Authorized Signature:

Name of Authorized Signatory:

Position:

Dated this

day of

2025

### **Guidelines for Contractors and Suppliers**

The Insurance Authority is committed to protecting the environment. We request you as our contractors or suppliers to minimise the impact of your activities on the environment and to observe the following requirements in particular:

- Comply with all applicable legal and other requirements on environmental protection.
- Control the use of materials and resources (e.g. electricity, fuel, chemicals, paper, etc.) to minimise their consumption and unnecessary wastage. Use environment-friendly alternatives where possible during your daily operations.
- Store properly all materials/chemicals to prevent any spillage and leakage.
- Minimise the production of solid waste and chemical waste.
- Ensure all solid waste is properly handled, stored and disposed of in an efficient and sensitive manner to avoid any spillage and leakage. In particular, all chemical waste should be handled, stored and disposed of in accordance with the applicable legal requirements.
- Ensure proper and regular maintenance of all vehicles used for the purpose of conducting business, including controlling their noise and emissions.
- Minimise all air emissions and noise generation where practicable.
- Ensure all waste water is discharged in accordance with the applicable legal requirements.
- Reuse and recycle waste wherever possible.

## Meeting Requirements for the IAIS Conference

Date	Time	Functions	No. of Rooms	Capacity	Set-up	Equipment
8 – 13 November 2026 (Sun – Fri)	0900 – 2300	IAIS office	1	18	Boardroom (preferrable)	<ul style="list-style-type: none"> <li>- Tables and chairs</li> <li>- Multiple power outlets</li> <li>- Wireless internet</li> </ul>
9 – 12 November 2026 (Mon – Thu)	0900 – 1700	Side meetings	4 / 5	5 – 15 each	Boardroom (preferrable)	<ul style="list-style-type: none"> <li>- Tables and chairs</li> <li>- Flip chart</li> </ul>
13 November 2026 (Fri)	0900 – 1230					
9 – 11 November 2026 (Mon – Wed)	0900 – 1700	Member-only sessions	2	50 each	Roundtables	<ul style="list-style-type: none"> <li>- Tables and chairs</li> <li>- AV equipment</li> </ul>
9 – 10 November 2026 (Mon – Tue)	0900 – 1700	Committee Meeting	1	100 - 150	<u>Main table</u> Hollow Square for 50 pax  <u>Backbenchers</u> Theatre seating for 100 pax  <u>Secretariat</u> Tables and chairs for 12 pax	<ul style="list-style-type: none"> <li>- Projector</li> <li>- Projection screen(s)</li> <li>- Tables and chairs</li> <li>- Power outlets</li> <li>- Note pads, pens or pencils</li> </ul>



Date	Time	Functions	No. of Rooms	Capacity	Set-up	Equipment
	0900 – 1700	Committee Meeting	1	65 – 70	<u>Main table</u> Hollow Square for 25 pax  <u>Backbenchers</u> Theatre seating for 50 pax  <u>Secretariat</u> Tables and chairs for 12 pax	<ul style="list-style-type: none"> <li>- Projector</li> <li>- Projection screen(s)</li> <li>- Tables and chairs</li> <li>- Power outlets</li> <li>- Note pads, pens or pencils</li> </ul>
	1200 – 1400	Lunch	1	200	Roundtables (seated buffet)	/
11 November 2026	0900 – 1200	Executive Committee Meeting	1	100 – 150	Same as 9 & 10 November 2026	Same as 9 & 10 November 2026
	1200 – 1400	Lunch	1	200	Roundtables (seated buffet)	/
	1400 – 1600	AGM	1	300	Theatre	<ul style="list-style-type: none"> <li>- Stage</li> <li>- LED screen</li> <li>- Tables and chairs</li> <li>- Projector</li> <li>- Projection screen</li> </ul>
	1600 - 1700	Executive Committee Meeting	1	100 – 150	Same as 9 & 10 November 2026	- Same as 9 & 10 November 2026
12 November 2026	0900 – 1700	Annual Conference	1	300 – 500	Theatre	Same as 11 November 2026

Date	Time	Functions	No. of Rooms	Capacity	Set-up	Equipment
	0900 – 1700	Roundtables	2 / 3	70 each	Roundtables	- Elevated platform - Tables and chairs
	1200 – 1400	Lunch	1	300 – 500	Roundtables (seated buffet)	/
	1800 – 2000	Cocktail Reception (Optional)	1	300 – 500	Cocktail	- Mushroom tables
13 November 2026	0900 – 1230	Annual Conference	1	300 – 500	Theatre	Same as 11 November 2026
	0900 – 1230	Roundtables	2 / 3	70 each	Roundtables	- Elevated platform - Tables and chairs
	1400 – 1700	Asian Insurance Forum 2026 – Main Forum	1	500	Theatre	Same as 11 November 2026
	1400 – 1700	Asian Insurance Forum 2026 – Speakers/VIP Rooms	2	30 – 40 each	Roundtables	- Tables and chairs

Tenderers may use the same room for different purposes on different days provided that the capacity and set-up requirements are fulfilled.