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The Government of the Hong Kong Special Administrative Region

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環境運輸及工務局
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Government Secretariat
Transport and Works Branch
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**Environment, Transport and Works Bureau (ETWB)
Technical Circular (Works) No. 11/2005**

**Electronic Dissemination of Tender Documents and
Electronic Submission of Tender Returns on Removable Media**

Scope

1. This Circular updates the provisions for electronic dissemination of tender documents and electronic submission of tender returns on removable media for Works Contracts.

Effective Date

2. This Circular shall take effect on 16 June 2005.

Effect on Existing Circulars

3. This Circular replaces the ETWB TCW No. 39/2002 which is hereby cancelled.

4. Appendix 4 of the ETWB TCW No. 39/2002 is identical to Clause 19 of the General Conditions of Tender (GCT), and is no longer required in this Circular. Appendix 5 of the ETWB TCW No. 39/2002 is identical to GCT Clause 4, and is no longer required in this Circular.

Definition

5. In this Circular, unless the context otherwise requires,
- (a) "Authorized Service Provider" means a non-government organization, which has signed a service agreement with ETWB on the provision of electronic dissemination services for EDP.
 - (b) "CD-ROM" means CD-ROM media complying with ISO 9660 standard and/or DVD-ROM media in DVD+R or DVD-R format.
 - (c) "Digital Signature" means a digital signature as defined in section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in section 6 of that Ordinance. "Digitally Signed" should be interpreted accordingly.
 - (d) "Dissemination Procedures" means the "Electronic Tendering of Public Works Contracts – Procedures for Electronic Dissemination" in Appendix 1.
 - (e) "Electronic Dissemination Package" (or "EDP") means the collection of electronic files comprising-
 - (i) files containing the contents of a set of Tender Documents;
 - (ii) the licence conditions on using the files in Clause 5(e)(i) above; and
 - (iii) supporting files containing information on using the files in Clause 5(e)(i) above.
 - (f) "ETW Department" means Architectural Services Department, Civil Engineering and Development Department, Drainage Services Department, Electrical and Mechanical Services Department, Environmental Protection Department, Highways Department, Transport Department or Water Supplies Department.
 - (g) "Organizational e-Cert" means a digital certificate issued under the name of an organization by a recognized certification authority as defined under section 2 of the Electronic Transactions Ordinance (Cap.553).
 - (h) "Tender Addendum" means a set of documents and its attachments in the form of hard copy or electronic files issued before the Tender Closing Date to amend the tender documents.
 - (i) "Tender Closing Date" means the date and time set for the return of tender for a Works Contract.
 - (j) "Tender Documents" means the documents in the form of hard copy or electronic files issued for the tendering of Works Contracts, including-
 - (i) the invitation to submit tenders and other documents issued together with it; and

- (ii) Tender Addenda.
- (k) "Works Contract" means a contract managed by a ETW Department for design, construction, operation or maintenance of infrastructure or buildings and includes maintenance term contracts and design and build contracts. A Works Contract does not include-
 - (i) contracts awarded through the Government Logistics Department;
 - (ii) consultancy agreements awarded in accordance with the consultant selection procedures in the Stores and Procurement Regulations; and
 - (iii) procurements made in accordance with Chapter II of the Stores and Procurement Regulations.

Background

6. WBTC No. 21/2000 came into effect on 25 August 2000, making provision for electronic dissemination of tender documents. For most works contracts that have since been put out to tender, electronic copies of the tender documents in the form of electronic dissemination packages (EDP) were also distributed. The scope of electronic dissemination was subsequently expanded through the promulgation of WBTC no. 21/2001 in September 2001 to include the provisions for dissemination through the Internet. The practice of issuing EDP's has been well received by the construction and engineering industry at large. Recognising this, the ETWB drew up a framework of plans to enable electronic tender returns to be made on removable media as a step forward in the development of electronic tendering.

7. Subsequently, WBTC No. 32/2001 was promulgated to make provision for electronic tender submission on removable media and to consolidate WBTC No. 21/2001 to form a comprehensive document on electronic tendering. Further revisions to WBTC No. 32/2001 were made in 2002 leading to the promulgation of ETWB TCW No. 39/2002.

8. This Circular provides an updated version of the comprehensive document on electronic tendering. The following revisions have been made in this Circular:

- (a) Guidelines on reducing the number of EDP files added to Appendix 1;
- (b) Additional file formats for video, movie and animation;
- (c) Deletion of Appendices 4 and 5 of the ETWB TCW No. 39/2002.

Electronic Dissemination of Tender Documents

Dissemination Policy

9. The electronic version of Tender Documents for Works Contracts should be disseminated in the form of EDP's prepared in accordance with the manner and format contained in Section 3 of the Dissemination Procedures at Appendix 1 to this Circular.

10. EDP's should be disseminated through each of the following channels-

- (a) Direct Dissemination – EDP's should be issued to tenderers eligible to submit tenders for Works Contracts; and
- (b) Dissemination through Authorized Service Providers – EDP's should also be disseminated through Authorized Service Providers.

11. The existing practice of issuing hard copies of Tender Documents should continue. Departments should only issue one set of hard copies free of charge to tenderers eligible to submit tenders. Additional hard copies should be charged at the rates prescribed from time to time by the relevant authorities.

12. The hard copy disseminated according to Clause 11 and the EDP of the Tender Documents are each a complete set of the Tender Documents, bearing equal status.

13. Electronic dissemination of Tender Documents should apply to all Works Contracts delivered using in-house resources of ETW Departments or through consultants.

Direct Dissemination

14. EDP's containing the following documents should be issued:-

- (a) the original version of tender documents; and
- (b) any Tender Addenda issued in accordance with the Conditions of Tender.

15. EDP's should be issued free of charge to tenderers who are eligible to submit tenders for a Works Contract. Requests for additional electronic copies of tender drawings should be charged in accordance with the provisions of the prevailing ETWB technical circular on charges of electronic drawings. Request for additional electronic copies of other types of Tender Documents should be charged at the rates prescribed from time to time by the relevant authorities.

Dissemination through Authorized Service Providers

16. ETWB may from time to time enter into service agreements with non-government

organizations (including, without limitations, construction industry trade associations and commercial entities) for:-

- (a) distribution of EDP's through their web sites (Internet dissemination services);
- (b) distribution of duplicates of EDP's (replication services); and
- (c) providing value-added services through their web sites using the contents of the EDP's (value-added services).

17. Hard copies of Tender Documents shall not be issued to Authorized Service Providers.

18. The procedures for negotiating service agreements are set out in Section 4 of the Dissemination Procedures at Appendix 1 to this Circular.

19. In determining any organization to be authorized, ETWB will consider all relevant circumstances including, but not limited to, the following considerations-

- (a) nature of the organization and its connection with the construction industry;
- (b) purposes of providing the Internet dissemination services, replication services and value-added services;
- (c) capability for providing satisfactory levels of service to users;
- (d) the adequacy of the proposals for providing the various services, in particular the proposed levels of services;
- (e) reputation of the organization; and
- (f) whether such authorization will have detrimental effects on the image of ETWB and ETW Departments.

20. Service agreements will be made using the standard agreement in Appendix 3. The list of Authorized Service Providers is posted on ETWB's web site at www.etwb.gov.hk/gov/asp.htm.

Dissemination Procedures

21. ETW Departments shall follow Appendix 1 on the Dissemination Procedures to disseminate the electronic version of Tender Documents for Works Contracts.

Electronic Submission of Tender Returns in Removable Media

Electronic Submission of Tender is Optional

22. Tender submission in electronic format is optional. The following note shall be included in the Notes for Tenderers:

"Tenderers may submit tenders in traditional hard copy format or partly in electronic format in accordance with Clause 4 of the General Conditions of Tender. All tenders, whether in hard copy format or partly in electronic format, will be evaluated on an equal basis.

When submitting tenders in electronic format, tenderers are reminded to digitally sign their tenders in electronic format, which shall comply with the requirements set out in Appendix [&]^{##}."

Note: [&] Insert the appropriate number.

^{##} The requirements have been set out in Appendix 4 of this Circular.

Preparation and Submission of Tender Return

23. A tenderer shall prepare his tender submission in accordance with Clause 4 of the General Conditions of Tender promulgated under ETWB TCW No. 26/2004. He may submit his tender return in either hard copy format or electronic files format as follows:

<u>Type of Document in Tender Return</u>	<u>Format of submission allowed</u>
(a) Form of Tender	In hard copy format only.
(b) Bills of Quantities or Schedule of Rates	In hard copy format provided by the ETW Department, or in electronic format only if electronic files of Bills of Quantities or Schedule of Rates in Excel 97 format are provided in the EDP.
(c) Other documents	In hard copy format or in electronic format

24. A tenderer who wishes to submit his tender partly in electronic format shall prepare the electronic part of the tender return in accordance with the "Requirements for Tender submission in Electronic Format" in Appendix 4.

25. All electronic files in the tender return shall be Digitally Signed by the tenderer. Organizational e-Cert used for the purpose of applying Digital Signatures shall be issued under the name of the tenderer and shall be valid as at the Tender Closing Date.

26. A tenderer shall package necessary hard copy and electronic files together in accordance with Clause 4 of the General Conditions of Tender promulgated under ETWB TCW No. 26/2004 and submit the complete tender return to the designated tender box as required by the Gazette Notification

or the Letter of Invitation or the Tender Notice.

Tender Opening

27. The tender opening teams of the Central Tender Board and the Public Works Tender Board will continue to open tenders in the usual manner and will pass the original set of the tender returns to the relevant ETW Department for checking and evaluation while retaining the copy set of the tender returns.

Tender Evaluation

28. All tenders, whether in the form of hard copy or in electronic files, shall be checked and evaluated on an equal basis.

29. ETW Departments should preserve the contents of the electronic files in the tender returns. No alteration to the electronic files of the tender returns is allowed. To avoid any inadvertent changes or damage made to the tenderers' electronic files, the following measures shall be adopted:-

- (a) CD-ROM drive which is NOT capable of writing or re-writing data on CD-ROM media shall always be used to read the electronic files.
- (b) Duplicate CD-ROM copies of the tenderers' electronic files shall be made and used for the purpose of tender evaluation. The original set of the tenderers' electronic files shall not be used as far as possible.

30. ETW Departments should check the validity of electronic files submitted with the tender as follows-

- (a) All files have been Digitally Signed by the tenderer.
- (b) The Digital Signatures are generated by an Organizational e-Cert of the tenderer.
- (c) The Organizational e-Cert corresponding to the Digital Signatures is valid as at the Tender Closing Date.

31. If an electronic file in the tender return cannot be opened properly for viewing and printing following the tenderers' instructions referred to in paragraph 2 of Appendix 4, that file shall be considered as missing from the tender return.

32. The ETW Department should only ask a tenderer to provide any missing information provided that the ETW Department is satisfied that the non-submission of the missing information is an unintentional error of form and that a late submission of that missing information would not give the tenderer any advantage over other tenderers. Any opportunity given to the tenderer to correct unintentional errors of form shall not be permitted to give rise to discriminatory practice.

33. ETW Departments should verify whether any alteration has been made to the original text in the Bills of Quantities and/or Schedule of Rates. Any such alterations shall be taken as qualifications made by the tenderer and be examined in accordance with the ETWB TCW No. 7/2004.

34. The electronic part of the tender return shall be checked and evaluated as if it were in hard copy format except that where errors are found, corrections shall be made on printouts of the electronic part of the tender return.

Preparation of Contract Documents

35. The following shall be included as part of the contract documents-

- (a) The tender return including any electronic files therein.
- (b) All correspondence in relation to tender correction.

36. For unsuccessful tenders, the retention and destruction of electronic files shall be handled in the same manner as tenders submitted in hard copy format.

(C S W A I)
**Deputy Secretary for the Environment,
Transport and Works (Works) 2**

Electronic Tendering of Works Contracts Procedures for Electronic Dissemination of Tender Documents

1. Introduction

1.1. Definitions

1.1.1 In this appendix, unless the context otherwise requires-

- (a) "Architect/Engineer/Maintenance Surveyor/Supervising Officer Designate" means the person who will perform the duty of the Architect, Engineer, Maintenance Surveyor or the Supervising officer for a Works Contract being tendered.
- (b) "Authorized Service Provider" means a non-government organization which has signed a service agreement with ETWB on the provision of electronic dissemination services for EDP.
- (c) "CD-ROM" means CD-ROM media complying with ISO 9660 standard and/or DVD-ROM media in DVD+R or DVD-R format.
- (d) "Digital Signature" means a digital signature as defined in section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in Section 6 of that Ordinance. "Digitally Signed" should be interpreted accordingly.
- (e) "Editable File" means an electronic file which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
- (f) "Electronic Dissemination Package" (or "EDP") means the collection of electronic files comprising:-
 - (i) files containing the contents of a set of Tender Documents;
 - (ii) the licence conditions on using the files in Clause 1.1.1(f)(i) above; and
 - (iii) supporting files containing information on using the files in Clause 1.1.1(f) (i) above.
- (g) "Eligible Tenderer" means a tenderer who is eligible to submit tender for a works contract.
- (h) "ETWB" means the Environment, Transport and Works Bureau
- (i) "ETW Department" means Architectural Services Department, Civil Engineering and Development Department, Drainage Services Department, Electrical and Mechanical

Services Department, Environmental Protection Department, Highways Department, Transport Department or Water Supplies Department.

- (j) "Image File" means an electronic file which is stored in file formats that capture the printed image of the document.
- (k) "Map Data" means any map and land boundary data in which Lands Department has copyright. Map Data do NOT include any data from other sources including any land surveys commissioned by an ETW Department.
- (l) "Organizational e-Cert" means a digital certificate issued under the name of an organization by a recognized certification authority as defined under Section 2 of the Electronic Transactions Ordinance (Cap. 553).
- (m) "Signed Editable File" means the Digitally Signed version of the Editable File.
- (n) "Signed File" means Signed Editable File and Signed Image File.
- (o) "Signed Image File" means the Digitally Signed version of the Image File.
- (p) "Tender Addendum" means a set of documents and its attachments in the form of hard copy or electronic files issued before the Tender Closing Date to amend the tender documents.
- (q) "Tender Closing Date" means the date and time set for the return of tender for a Works Contract.
- (r) "Tender Documents" means the documents in the form of hard copy or electronic files issued for the tendering of Works Contracts, including-
 - (i) the invitation to submit tenders and other documents issued together with it; and
 - (ii) Tender Addenda.
- (s) "Works Contract" means a contract managed by an ETW Department for design, construction, operation or maintenance of infrastructures or buildings and includes maintenance term contracts and design and build contracts. A Works Contract does not include-
 - (i) contracts awarded through the Government Supplies Department;
 - (ii) consultancy agreements awarded in accordance with the consultant selection procedures in the Stores and Procurement Regulations; and
 - (iii) procurements made in accordance with Chapter II of the Stores and Procurement Regulations.

1.2. Scope

- 1.2.1 This document stipulates the procedures for the dissemination of Tender Documents for Works Contracts managed by an ETW Department.
- 1.2.2 Tender Documents for Works Contracts should be disseminated through each of the following channels-
- (a) Direct Dissemination – Tender Documents in the form of hard copy and EDP should be issued to tenderers eligible to submit tenders for Works Contracts; and
 - (b) Dissemination through Authorized Service Providers – Tender Documents in the form of EDP only should be disseminated through Authorized Service Providers.
- 1.2.3 This Circular should apply to all Works Contracts delivered using in-house resources of ETW Departments or through consultants.

1.3. Structure of document

- 1.3.1 This document is structured as follows-
- (a) Section 1 – Introduction;
 - (b) Section 2 – Electronic Dissemination Procedures, which describes the procedures to be followed by an ETW Department in disseminating electronic tender documents;
 - (c) Section 3 – Electronic Dissemination Packages, which describes the procedures for packaging the electronic tender documents for dissemination;
 - (d) Section 4 – Authorized Service Providers, which focuses mainly on the procedures to be followed by ETWB in appointing authorized service providers for disseminating electronic tender documents;
 - (e) Appendices-
 - (i) Appendix 2A – Licence Conditions for Electronic Dissemination Packages Distributed Through Direct Dissemination;
 - (ii) Appendix 2B – Licence Conditions for Electronic Dissemination Packages Distributed Through Authorized Service Providers; and
 - (iii) Appendix 3 –Service Agreement for Dissemination of Electronic Dissemination Packages.

2. Electronic Dissemination Procedures

2.1. Purpose

2.1.1 This section describes the procedures to be followed by an ETW Department in disseminating electronic tender documents.

2.2. Preparation of EDP

2.2.1 The electronic version of Tender Documents for Works Contracts should be disseminated in the form of EDP's prepared in accordance with the manner and format contained in Section 3.

2.2.2 EDP's containing the following documents should be issued -

- (a) the original version of tender documents; and
- (b) any Tender Addenda issued in accordance with the Conditions of Tender.

2.3. Direct Dissemination

2.3.1 An ETW Department that manages a Works Contract should issue the EDP as well as the hard copy of Tender Documents for the contract to Eligible Tenderers. The EDP and the hard copy should be issued free of charge . Requests for additional electronic copies of tender drawings should be charged in accordance with the provisions of the prevailing ETWB technical circular on charges of electronic drawings. Request for additional electronic copies of other types of Tender Documents should be charged at the rates prescribed from time to time by the relevant authorities. Request for additional hard copies should be charged at the rates prescribed from time to time by the relevant authorities.

2.4. Dissemination through Authorized Service Provider

2.4.1 ETWB may from time to time enter into service agreements with non-government organizations (including, without limitations, construction industry trade associations and commercial entities) for-

- (a) distribution of EDP's through their web sites (Internet dissemination services);
- (b) distribution of duplicates of EDP's (replication services); and
- (c) providing value-added services through their web sites using the contents of the EDP's (value-added services).

2.4.2 Hard copies of Tender Documents should not be issued to Authorized Service Providers.

2.4.3 The procedures for negotiating service agreements are set out in Section 4.

2.4.4 Service agreements will be made using the standard agreement in Appendix 3. The list of Authorized Service Providers is posted on ETWB's web site at www.etwb.gov.hk/gov/asp.htm.

2.5. Issue of EDP's

2.5.1 When EDP's are issued to Eligible Tenderers, the ETW Department should issue at the same time the same EDP's to Authorized Service Providers using the Issue Notice stipulated in Schedule 2 to Appendix 3. An EDP should be issued with the attachment of a set of licence conditions in Appendix 2A or Appendix 2B where appropriate, duly completed by the ETW Department in accordance with the footnotes therein.

2.5.2 In accordance with the service agreement, Authorized Service Providers should submit, within 7 working days of the Tender Closing Date, a Return Notice as stipulated in Schedule 3 to Appendix 3 to the ETW Department. The ETW Department should retain the Return Notice for record purposes.

3. Electronic Dissemination Packages

3.1. General Guidelines

3.1.1 Notwithstanding the procedures for preparing EDP's as described in this Section, the following guidelines are applicable to electronic copies of all tender documents except CAD drawings:

- (a) The EDP files should be considered as an e-book of the corresponding hard copy of tender documents. Number of files constituting each Part (Clause 3.7.6 of this Appendix) of the tender documents should be minimized.
- (b) The followings serve as reference when compiling EDP files on textual information, Bill of Quantities and images:
 - (i) Sections of each Part of the tender documents other than Bill of Quantities, etc., that are standardized and not subject to changes to suit particular contract, should be combined into one single file. If, e.g., Section xxx of Part yyy will be different for different contracts, it is recommended to combine all Sections before Section xxx into one file, Section xxx in a separate file and the remaining Sections in another file. Only three files will cover the whole part in this example.
 - (ii) It is recommended to have one Excel workbook for the Bills of Quantities / Schedule of Rates/Plant and Labour Schedule / Equipment Schedule.
 - (iii) Image files should be reviewed to see if they could be combined meaningfully into a multi-page image file with a view to reducing the number of files in an EDP.

- (iv) Due to operational constraints such as time available in checking the merged file of different documents produced by different professional disciplines, each Part of the tender document may be split according to the disciplines. Yet, the principle of minimizing the number of EDP files should be adhered to.

3.2. Contents

3.2.1 The original set of Tender Documents in electronic format should contain the electronic version of-

- (a) a set of tender documents;
- (b) the license conditions for EDP; and
- (c) the supporting information described in section 3.8 below for using the EDP.

3.2.2 The Tender Addendum in electronic format should contain electronic version of-

- (a) the covering letter for the Tender Addendum;
- (b) the amendment sheets issued with the Tender Addendum;
- (c) the license conditions for EDP; and
- (d) the supporting information described in section 3.8 below for using the EDP.

3.3. Media

3.3.1 EDP's should be distributed on write once type CD-ROM's. Re-writable media shall not be used. The CD-ROM shall be logically closed such that no subsequent change can be made to the EDP.

3.3.2 The label for the CD-ROM's should contain the following information:

- (a) the EDP reference number as specified in section 3.6 below
- (b) the Contract number and the Contract title
- (c) CD-ROM sequence number in the form of "Disk x of y" where x is the sequence number of the CD-ROM and y is the total number of CD-ROM's in the EDP. This will be useful in identifying individual CD-ROM when an EDP contains more than one CD-ROM.

3.3.3 For EDP that will be used for direct dissemination, i.e. EDP issued directly to Eligible Tenderers, the distribution media should be contained in envelopes or other similar enclosures and sealed with labels containing the following notice –

"Please read the attached "Licence Conditions for Electronic Dissemination Packages"

(the Licence Conditions) before opening this package. If you open this package, you will be deemed to have read the Licence Conditions and to have accepted them. If you do not agree with the Licence Conditions, please do not open the package and do return the package to [name of department and address]."

3.4. Data formats

3.4.1 The data formats for the various types of documents in EDP's are stipulated as follows-

Type of File	Editable File Format	Image File Format
Bills of Quantities, Schedule of Rates and any other schedules	Excel 97	Not Applicable
Other text documents	Rich Text Format Word 97	Adobe Acrobat
Scanned text documents	Not applicable	TIFF Adobe Acrobat
Drawings	Microstation AutoCAD Document Exchange Format (DXF) Initial Graphic Exchange Standard (IGES)	Adobe Acrobat
Scanned drawings	Not applicable	TIFF Adobe Acrobat
Animation	Macromedia Flash Macromedia Shockwave Apple Quicktime	Not Applicable
Video, movie	MPEG-1 (ISO 11172)	Not Applicable
Slide presentation	PowerPoint 97	Adobe Acrobat

3.4.2 To facilitate electronic tender preparation by tenderers and subsequent processing of electronic tender return, the files for "Bills of Quantities, Schedule of Rates and any other schedules" should be prepared in Excel 97 format, unless prior agreement is made with ETWB. Cells which are not intended for data entry by tenderers should be locked and protected from being updated. The file should be structured and formatted to enable the use of verification tools that the ETW Department may adopt to facilitate checking of unauthorized changes to locked cells.

3.4.3 If more than one file format are specified, files need to be provided in one of the specified

formats only. In so far as possible, the preferred formats should be used.

3.4.4 The contents of each document in an EDP, where applicable, shall be hosted in two file formats as shown in section 3.4.1-

- (a) Editable File format– which is in file formats that are editable by mainstream computer applications for office automation and computer-aided drafting; and
- (b) Image File format – which in file formats that capture the printed image of the documents.

3.4.5 As the conversion of drawing files to Adobe Acrobat format may slightly distort the scale of the drawing elements, line scales in both horizontal and vertical directions should be included in drawings files to enable the tenderers to ascertain the correction factors to compensate for the distortion.

3.4.6 File compression programs should NOT be used to compress files in EDP's.

3.5. Digital Signature

3.5.1 For the purpose of authentication, all files in an EDP should be Digitally Signed.

3.5.2 For in-house contracts, the Digital Signatures for Signed Files should be applied by officers authorized by the Architect/Engineer/Maintenance Surveyor/Supervising Officer Designate. For contracts managed by consultants, the signatures should be applied by employees of the consultants at professional or more senior ranks.

3.5.3 Organizational e-Cert shall be used for the purpose of applying Digital Signatures.

3.6. Reference Number

3.6.1 Each EDP should be identified by a unique reference number consisting of the following fields-

- (a) Standard prefix consisting of the letters "EDP";
- (b) Contract number, that is the contract number for the Works Contract;
- (c) Serial number to be assigned as follows-
 - (i) EDP for original set of Tender Documents – 0; and
 - (ii) EDP for Tender Addendum – reference assigned to the addendum.

3.6.2 The following examples illustrate the rules in section 3.6.1 above-

Tender Documents	EDP Reference
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EDP issued with original set of tender documents for DC/98/12	EDP-DC/98/12-0
EDP issued with Tender Addendum No. 2 for DC/98/12	EDP-DC/98/12-2

3.7. File Naming Convention

General provisions

- 3.7.1 EDP files but excluding model drawing files should be named in accordance with the conventions in the following sections. However, ETW Departments may adapt or extend these conventions to suit their requirements.
- 3.7.2 File names of the model drawing files should comply with the CAD Standard for Works Projects.
- 3.7.3 File names should consist of fields separated by the dash character (“-”).
- 3.7.4 Characters that are not allowed in file names should be replaced with the underscore character (“_”).
- 3.7.5 The type identifier of an Editable File is "E" and the type identifier of an Image File is "I".
- 3.7.6 The following are the suggested identifiers for identifying files belonging to the various parts of the EDP-

Part	Part Identifier
General specification	GS
Standard method of measurement	SMM
Articles of agreement	AA
General conditions of contract	GCC
General conditions of tender	GCT
Special conditions of tender	SCT
Form of tender	FTR
Special conditions of contract	SCC
Particular specifications	PS

Bills of Quantities	BQ
Schedule of Rates	SR
Drawings	DRG
Tender Addenda	TDA
Licence Conditions for EDP	LC

3.7.7 File names should include version numbers that may consist of alphabets, numerals or a combination of both.

Drawing files

3.7.8 The file name should consist of the following fields-

- (a) type identifier;
- (b) drawing number conforming with the CAD Standard for Works Projects;
- (c) part identifier; and
- (d) version number

Tender Addenda

3.7.9 The file names for Tender Addenda should consist of the following fields-

- (a) type identifier;
- (b) contract number;
- (c) part identifier for Tender Addenda;
- (d) Tender Addendum number – the reference number assigned to the Tender Addendum; and
- (e) component number – a field for distinguishing the different files containing the contents of a Tender Addendum.

Other types of files

3.7.10 The file name for the other types of files should consist of the following fields-

- (a) type identifier;

- (b) contract number;
- (c) part identifier;
- (d) component number – a field for distinguishing the different files containing the contents of Tender Documents; and
- (e) version number.

3.8. Supporting Information

3.8.1 Each EDP should include a "Readme" file, named "README.RTF", that should be prepared in Rich Text Format, Digitally Signed and stored in the root directory of every CD-ROM. This file should contain at least the following information (or reference to other files on the CD-ROM on the following information):

- (a) general guidance on the use of EDP's (e.g. the file naming convention, directory structure of the EDP, software name and version for viewing the file);
- (b) a list of all documents in the EDP with the following information-
 - (i) brief description of the content of the document; and
 - (ii) disk no. (if the EDP contain more than one CD-ROM) and filename with full path information for the Signed Image File and Signed Editable File;
- (c) Revision history – summary of the revisions made to the files including the Tender Addenda making the revisions;
- (d) information on the proper setting for viewing, editing, and printing the EDP files, including, without limitations-
 - (i) the type of printer to be used for printing the files;
 - (ii) the paper sizes;
 - (iii) requirements for special fonts; and
 - (iv) any special printing instructions (e.g. the adjustment settings such as “Shrink oversized pages to paper size”, “Expand small pages to paper size”, etc. when printing PDF files);
- (e) the name and telephone number of subject officer responsible for the tender for enquiry purpose.

3.9. Intellectual Property Issues

Map Data and other contents subject to pre-existing copyrights

- 3.9.1 Files containing Map Data should be designated as Special Files in the licence conditions in Appendix 2A and Appendix 2B to prevent re-distribution by the tenderers and customers of Authorized Service Providers.
- 3.9.2 The inclusion of any other contents subject to pre-existing copyrights in EDP's should be avoided. Instead of including these contents, ETW Departments should consider the alternative of providing the Internet addresses for obtaining the information from the copyright owners.

4. Authorized Service Providers

4.1. Purpose

- 4.1.1 This section describes the procedures for appointing Authorized Service Providers.

4.2. Overview

- 4.2.1 ETWB may enter from time to time service agreements with non-government organizations for re-dissemination of EDP's. These organizations may include non-commercial establishments or commercial entities.
- 4.2.2 An Authorized Service Provider may provide the following types of services to its customers using EDP's-
- (a) Replication Service (RS), which is the making of physical duplicates of EDP's for re-distribution;
 - (b) Internet Dissemination Service (IDS), which is the dissemination of EDP's through the web sites of the Authorized Service Provider; and
 - (c) Value Added Service (VAS), which is the provision of value added service using information in the EDP.
- 4.2.3 Non-government organizations may apply for appointment as an Authorized Service Provider in accordance with the procedures set out in the following stages-
- (a) submission of application;
 - (b) assessment of application by ETWB; and
 - (c) conclusion of service agreement.

4.3. Submission of application

4.3.1 A non-government organization should submit to ETWB in writing an application prepared in accordance with the following outline-

- (a) General information
 - (i) the nature of the organizations;
 - (ii) the purposes of the application;
- (b) Scope of services, describing the services that the organization intends to provide, including-
 - (i) whether the organization intends to provide RS;
 - (ii) whether the organization intends to provide IDS; and
 - (iii) whether the organization intends to provide VAS and the nature of such services;
- (c) Service Proposal
 - (i) General
 - (1) authenticating the identity of parties using RS, IDS and VAS;
 - (2) keeping records of the contents provided to users of RS, IDS and VAS;
 - (3) securing the customers' acceptance of the Licence Conditions before allowing them to use the RS, IDS and VAS;
 - (4) arrangements for advising downloaders of the issue of Tender Addenda in a timely manner;
 - (ii) RS
 - (1) the target clients for RS;
 - (2) the proposal for providing RS including the proposed service levels; and
 - (3) the proposed charges for RS;
 - (iii) IDS
 - (1) the address of the hosting web site that will provide IDS;
 - (2) the target clients for the service;
 - (3) the proposals for providing IDS including proposed service levels; and
 - (4) the proposed charges for IDS;
 - (iv) VAS
 - (1) the address of the hosting web site that will provide VAS;

- (2) the details of the proposed VAS;
- (3) the target clients for VAS;
- (4) the proposal for providing VAS, including service levels; and
- (5) the proposed charges for VAS.

4.3.2 The service level proposals should include, without limitations-

- (a) RS, IDS and VAS - The turnaround times for making updates available upon the receipt of Issue Notice for EDP stipulated in Schedule 2 to Appendix 3;
- (b) IDS and VAS – Appropriate performance indicators, including, without limitations-
 - (i) bandwidths dedicated to IDS and VAS;
 - (ii) downloading speeds; and
 - (iii) response time to enquiries.

4.4. Assessment of application

4.4.1 ETWB should assess the suitability of an application on the basis of the following considerations-

- (a) nature of the organization and its connection with the construction industry;
- (b) purposes of providing the Internet dissemination services, replication services and value-added services;
- (c) capability for providing satisfactory levels of service to users;
- (d) the adequacy of the proposals for providing the various services, in particular the proposed levels of services;
- (e) reputation of the organization; and
- (f) whether such authorization will have detrimental effects on the image of ETWB and ETW Departments.

4.5. Conclusion of Service Agreement

4.5.1 If an application is accepted, ETWB may enter into a service agreement with the organization. The agreement should be prepared on the basis of the pro-forma agreement in Appendix 3.

Licence Conditions
for Electronic Dissemination Packages
Distributed Through Direct Dissemination

EDP Reference - ¹

1. This set of "Licence Conditions for Electronic Dissemination Packages Distributed Through Direct Dissemination" may be cited as the "Licence Conditions".
2. In these conditions, unless the context otherwise requires-
 - (a) "Contract" means the works contract named in Schedule 1 hereto.
 - (b) "Digital Signature" means a digital signature as defined in section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in Section 6 of that Ordinance. "Digitally Signed" should be interpreted accordingly.
 - (c) "Distribution Medium" means the removable electronic storage medium containing all or part of the files of an EDP.
 - (d) "Editable File" means an electronic file which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (e) "Electronic Dissemination Package" (or "EDP") means the electronic files in Schedule 2 hereto containing the contents of the Tender Documents, the supporting information for using these electronic files and these Licence Conditions.
 - (f) "Employer" means the Government of the Hong Kong Special Administrative Region.
 - (g) "Image File" means an electronic file which is stored in file formats that capture the printed image of the document.
 - (h) "Licensee" means the person who has collected from the Employer and uses the EDP and includes, if the person acts on behalf of another person, that other person.
 - (i) "Relevant File" means an electronic file that-
 - (i) is derived from duplication of any files in the EDP; or
 - (ii) contains any contents extracted from any files in the EDP.
 - (j) "Signed Editable File" means a file listed under the column "Signed Editable File" in Schedule 2 hereto containing the Digitally Signed version of an Editable File.

¹ To be inserted by department

- (k) "Signed Image File" means a file listed under the column "Signed Image File" in Schedule 2 hereto containing the Digitally Signed version of an Image File.
- (l) "Special File" means a file listed in Schedule 3 hereto.
- (m) "Sub-licensee" means a party licensed by the Licensee to use the EDP.
- (n) "Tender" means the tender that may be submitted for the Contract.
- (o) "Tender Addendum" means a set of documents and its attachments in the form of electronic files issued before the Tender Closing Date to amend the tender documents.
- (p) "Tender Closing Date" means the date and time set for the return of tender for the Contract.
- (q) "Tender Documents" means the documents in the EDP issued for the tendering of the Contract, including:-
 - (i) the invitation to submit tenders and other documents issued together with it; and
 - (ii) Tender Addenda.
- (r) "Triggering Event" means one of the following events-
 - (i) The Licensee does not submit a Tender by the Tender Closing Date;
 - (ii) The Licensee receives notification from the Employer that his Tender is invalid;
 - (iii) The Licensee receives notification from the Employer that his Tender is not accepted;
 - (iv) The Licensee withdraws his Tender; or
 - (v) The execution of the Articles of Agreement for the Contract.

3. Words importing the singular only also include the plural and vice versa where the context requires. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

4. Subject to the provisions hereof, the Employer grants the Licensee, free of charge, a non-exclusive and revocable licence for using the EDP solely for the purpose of preparing the Tender. The Licensee shall not use the EDP for any other purpose. Save as aforesaid, all other rights in the EDP are reserved by the relevant copyright owners.

5. The Licensee shall indemnify and keep indemnified the Employer against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising out of any disputes or other claims or proceedings against the Employer by any third party by reason of any breach by the Licensee of Clause 4 hereof.

6. (1) The licence for using the EDP shall expire within seven working days of the occurrence of a Triggering Event.
 - (2) Sub-clause (1) shall not apply if the Licensee is nominated as a sub-contractor or supplier in a tender submitted by a tenderer who is holding a valid licence to use the EDP (the "Relevant Licence"). In this case, the licence of the Licensee shall expire with the Relevant Licence. If there are more than one Relevant Licences, the licence shall expire with the last Relevant Licence.
 - (3) On or before the expiration date of the licence, the Licensee shall-
 - (a) either destroy the Relevant Files in his possession or retain them as archives; and
 - (b) ensure that all sub-licensees have either destroyed the Relevant Files in their possession or retained these files for archive purpose
7. Any files kept as archives pursuant to Clause 6 shall not be used for any other purpose.
8. Subject to the following conditions, the Licensee may license other persons as Sub-licensees to use the EDP-
- (a) The Licensee shall obtain from each Sub-licensee an undertaking in writing that the Sub-licensee shall not use the EDP for any purpose other than for the purpose of preparing the Tender;
 - (b) The Licensee shall be liable to the Employer for the breach of the undertaking referred to in sub-clause (a) of this Clause by the Sub-licensees as if the breach were committed by the Licensee;
 - (c) The Licensee shall indemnify and keep the Employer indemnified against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising out of any disputes or other claims or proceedings against the Employer by any third party by reason of any breach of the undertaking referred to in sub-clause (a) of this Clause by the Sub-licensees as if the breach were committed by the Licensee;
 - (d) Provided that:-
 - (i) The Licensee shall not license any Sub-licensee to use the Special Files enumerated in Schedule 3 hereto; and
 - (ii) The Licensee shall not grant any Sub-licensee the right to license other parties to use the EDP.

Schedule 1²

Contract No. _____

Contract Title _____

Department _____

Tender Closing Date³ _____

² To be completed by department.

³ Please also fill in the time.

Schedule 2 – Electronic Dissemination Package⁴

Tender Documents	Version no.	Signed Image File ⁵	Signed Editable File ⁶

⁴ To be completed by department

⁵ the location and filename in the EDP (includes disk no., if the EDP contain more than one CD-ROM, and filename with full path information)

⁶ the location and filename in the EDP (includes disk no., if the EDP contain more than one CD-ROM, and filename with full path information)

Schedule 3 – Special Files⁷
(Files not to be re-distributed by tenderers)

(List the file names of the special files in the EDP)

⁷ To be completed by department

Licence Conditions
for Electronic Dissemination Packages
Distributed Through Authorized Service Providers

EDP Reference - ¹

1. This set of "Licence Conditions for Electronic Dissemination Packages Distributed Through Authorized Service Providers" may be cited as the "Licence Conditions".
2. In these conditions, unless the context otherwise requires-
 - (a) "Authorized Service Provider" means a service provider which has been authorized by the Employer to provide dissemination services for EDP.
 - (b) "Contract" means the works contract named in Schedule 1 hereto.
 - (c) "Digital Signature" means a digital signature as defined in section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in section 6 of that Ordinance. "Digitally Signed" should be interpreted accordingly.
 - (d) "Distribution Medium" means the removable electronic storage medium containing all or part of the files of an EDP.
 - (e) "Editable File" means an electronic file which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (f) "Electronic Dissemination Package" (or "EDP") means the electronic files in Schedule 2 hereto containing the contents of the Tender Documents, the supporting information for using these electronic files and these Licence Conditions.
 - (g) "Employer" means the Government of the Hong Kong Special Administrative Region.
 - (h) "Image File" means an electronic file which is stored in file formats that capture the printed image of the document.
 - (i) "Licensee" means-
 - (i) the person who has obtained the Distribution Medium from an Authorized Service Provider and uses the EDP and includes, if the person acts on behalf of another person, that other person; or
 - (ii) the person who has downloaded any of the electronic files contained in the EDP from an

¹ To be inserted by department

Authorized Service Provider and includes, if the person acts on behalf of another person, that other person.

- (j) "Relevant File" means an electronic file that-
 - (i) is derived from duplication of any files in the EDP; or
 - (ii) contains any contents extracted from any files in the EDP.
- (k) "Signed Editable File" means a file listed under the column "Signed Editable File" in Schedule 2 hereto containing the Digitally Signed version of an Editable File.
- (l) "Signed Image File" means a file listed under the column "Signed Image File" in Schedule 2 hereto containing the Digitally Signed version of an Image File.
- (m) "Special File" means a file listed in Schedule 3 hereto.
- (n) "Sub-licensee" means a party licensed by the Licensee to use the EDP.
- (o) "Tender" means a tender that may be submitted for the Contract.
- (p) "Tender Addendum" means a set of documents and its attachments in the form of electronic files issued before the Tender Closing Date to amend the tender documents.
- (q) "Tender Closing Date" means the date and time set for the return of tender for the Contract.
- (r) "Tender Documents" means the documents in the EDP issued for the tendering of the Contract, including:-
 - (i) the invitation to submit tenders and other documents issued together with it; and
 - (ii) Tender Addenda.
- (s) "Triggering Event" means one of the following events-
 - (i) The Licensee does not submit a Tender by the Tender Closing Date;
 - (ii) The Licensee receives notification from the Employer that his Tender is invalid;
 - (iii) The Licensee receives notification from the Employer that his Tender is not accepted;
 - (iv) The Licensee withdraws his Tender; or
 - (v) The execution of the Articles of Agreement for the Contract.

3. Words importing the singular only also include the plural and vice versa where the context requires. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.
4. Subject to the provisions hereof, the Employer grants the Licensee, free of charge, a non-exclusive and revocable licence for using the EDP solely for the purpose of preparing the Tender. Save as aforesaid, all other rights in the EDP are reserved by the relevant copyright owners.
5. The Licensee shall indemnify and keep indemnified the Employer against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising out of any disputes or other claims or proceedings against the Employer by any third party by reason of any breach by the Licensee of Clause 4 hereof.
6.
 - (1) The licence for using the EDP shall expire within seven working days of the occurrence of a Triggering Event.
 - (2) Sub-clause (1) shall not apply if the Licensee is nominated as a sub-contractor or supplier in a tender submitted by a tenderer who is holding a valid licence to use the EDP (the "Relevant Licence"). In this case, the licence of the Licensee shall expire with the Relevant Licence. If there are more than one Relevant Licences, the licence shall expire with the last Relevant Licence.
 - (3) On or before the expiration date of the licence, the Licensee shall-
 - (a) either destroy the Relevant Files in his possession or retain them as archives; and
 - (b) ensure that all sub-licensees have either destroyed the Relevant Files in their possession or retained these files for archive purpose.
7. Any files kept as archives pursuant to Clause 6 shall not be used for any other purpose.
8. Subject to the following conditions, the Licensee may license other persons as Sub-licensees to use the EDP-
 - (a) The Licensee shall obtain from each Sub-licensee an undertaking in writing that the Sub-licensee shall not use the EDP for any purpose other than for the purpose of preparing the Tender;
 - (b) The Licensee shall be liable to the Employer for the breach of the undertaking referred in sub-clause (a) of this Clause by the Sub-licensees as if the breach were committed by the Licensee;
 - (c) The Licensee shall indemnify and keep the Employer indemnified against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising out of any disputes or other claims or proceedings against the Employer by any

third party by reason of any breach of the undertaking referred to in sub-clause (a) of this Clause by the Sub-licensees as if the breach were committed by the Licensee;

(d) Provided that:-

- (i) The Licensee shall not license any Sub-licensee to use the Special Files enumerated in Schedule 3 hereto; and
- (ii) The Licensee shall not grant any Sub-licensee the right to license other parties to use the EDP.

Schedule 1²

Contract No. _____

Contract Title _____

Department _____

Tender Closing Date³ _____

² To be completed by department

³ Please also fill in the time.

Schedule 2 – Electronic Dissemination Package⁴

Tender Documents	Version no.	Signed Image File ⁵	Signed Editable File ⁶

⁴ To be completed by department

⁵ the location and filename in the EDP (includes disk no., if the EDP contain more than one CD-ROM, and filename with full path information)

⁶ the location and filename in the EDP (includes disk no., if the EDP contain more than one CD-ROM, and filename with full path information)

Schedule 3 – Special Files⁷
(Files not to be re-distributed by tenderers)

(List the file names of the special files in the EDP)

⁷ To be completed by department

Appendix 3 - Service Agreement
for Dissemination of Electronic Dissemination Packages

Agreement No. – [to be assigned]

THIS AGREEMENT is made day of between the Government of the Hong Kong Special Administrative Region ("the Grantor") and [insert the full name of the service provider] ("the Grantee") whose registered office is [insert address].

RECITALS

(A) The Grantee has requested for use of the Electronic Dissemination Packages for providing Internet Dissemination Service, Replication Service, and Value-added Services.

(B) The Grantor has agreed to grant to the Grantee right to use the Electronic Dissemination Packages subject to the terms and conditions as hereinafter contained.

IT IS AGREED by the Grantor and the Grantee as follows:-

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires-

- (a) "Customer" means a person who uses RS, IDS or VAS.
- (b) "Duplicate" means a removable medium or a set of removable media which is an exact duplicate of an EDP.
- (c) "Electronic Dissemination Package" (or "EDP") means a removable electronic storage medium hosting the electronic files of the tender documents of a Works Contract issued by the Grantor through an Issue Notice.
- (d) "Hosting Web Site" means the web site for hosting the IDS and VAS.
- (e) "Internet Dissemination Service" (or "IDS") means the dissemination of the whole or parts of EDP's through a Hosting Web Site.
- (f) "Issue Notice" means a notice in the form as set out in Schedule 2 hereto.
- (g) "Licence Conditions" means the licence conditions stipulated in the Issue Notice for using an EDP.
- (h) "Relevant File" means an electronic file that is derived from duplication of any files in the EDP or contains any contents extracted from any files in the EDP.
- (i) "Replication Service" (or "RS") means the production of Duplicates and distributing them to Customers.
- (j) "Return Notice" means a notice in the form as set out in Schedule 3 hereto.

- (k) "Licensed Services" means RS, IDS and VAS.
 - (l) "Service Proposal" means the Grantee's proposal on the service level of RS, IDS and VAS to be offered by the Grantee to their Customers.
 - (m) "Technical Specification" means a set of basic service requirements that the Grantee shall meet for providing RS, IDS and VAS.
 - (n) "Tender Closing Date" means the date and time set for the return of the tender stipulated in an Issue Notice.
 - (o) "Value-added Services" (or "VAS") means the value-added services to be provided by the Grantee using the contents of the EDP's.
- 1.2 Words importing the singular only also include the plural and vice versa where the context requires. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.
- 1.3 The headings or notes in this Agreement are for ease of reference only and shall not limit or extend the interpretation of this Agreement.
- 2. Service Level**
- 2.1 The Licensed Services provided by the Grantee shall comply with the Technical Specification contained in Schedule 1 hereto.
- 2.2 The Grantee shall provide the Licensed Services in accordance with the terms of this Agreement and the annexed Service Proposal dated [insert date of Service Proposal]. The Service Proposal shall form an integral part of this Agreement for all purposes.
- 2.3 In the event of any inconsistency between the provisions of this Agreement (excluding the Service Proposal) and those of the Service Proposal, the former shall prevail.
- 3. Issue of EDP's**
- 3.1 The Grantor may issue EDP to the Grantee from time to time through the Issue Notices in Schedule 2 hereto. Upon receiving an Issue Notice, the Grantee shall collect at his own cost the EDP stated in the notice from the Grantor.
- 4. Licence**
- 4.1 Upon the issue of an Issue Notice, the Grantor grants to the Grantee free-of-charge a non-exclusive and revocable licence for using the EDP stated in the notice to provide the Licensed Services.
- 4.2 The licence granted in accordance with Clause 4.1 for an EDP shall expire within seven working days of the Tender Closing Date stipulated in the Issue Notice.
- 5. Return Notice**
- 5.1 Upon the expiration of the licence, the Grantee shall return the completed Return Notice and shall include therein-

- (a) a list showing the names and addresses of Customers who have obtained EDP's or parts of an EDP through RS, IDS or VAS;
- (b) confirmation that all undistributed Duplicates have been destroyed; and
- (c) confirmation that the EDP issued with the Issue Notice and the Relevant Files have either been destroyed, or kept by the Grantee as archive.

5.2 EDP's kept as archive may be used for verifying the authenticity of the Duplicates made from the EDP and for locating source of computer viruses and shall not be used for any other purposes.

5.3 Relevant Files kept as archive shall not be used for any other purposes.

6. Provision of Licensed Services

6.1 The Grantee shall provide the Licensed Services in accordance with the terms of this Agreement and the Service Proposal.

6.2 The Grantor may by written notice request the Grantee to provide evidence of compliance. The Grantee shall provide evidence to the satisfaction of the Grantor within 5 working days of such notice.

6.3 The Grantee shall provide the Grantor with all reasonable assistance in verifying compliance with Sub-Clause 6.1, including giving reasonable access to sections of the Hosting Web Site.

7. Indemnity

7.1 The Grantee hereby indemnifies the Grantor against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Grantor whether direct or consequential arising from any breach of this Agreement.

8. Warranty

8.1 EDP's are provided by the Grantor without any warranty, representation or undertaking on their fitness for any purpose. The Grantor, its employees or agents, shall not be responsible whatsoever for their fitness for any purpose.

9. Termination

9.1 The Grantor may terminate any licence granted pursuant to this Agreement by serving on the Grantee a 7-day notice in writing to this effect. Furthermore, the Grantor may terminate or revoke any licence granted forthwith by serving a notice in writing on the Grantee under any of the following circumstances-

- (a) the Grantee shall fail to perform or observe any of the obligations on its part to be performed or observed under this licence provided that in the case of a breach which is capable of being remedied, such breach has remained unremedied for a period of more than 10 days after written notice to remedy the same has been given to the Grantee;

(b) a winding-up resolution or petition in respect of the Grantee is passed or presented (otherwise than solely for the purpose of a bona fide reconstruction or amalgamation) or a receiver has been appointed over any of its assets.

9.2 Termination of the licence by the Grantor, for any reason, shall be without prejudice to its rights accrued on or at any time up to the date of termination.

10. Assignment

10.1 The Grantee shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement, without the prior written consent of the Grantor.

11. Notices

11.1 All notices arising out of or in connection with this Agreement shall be served-
upon the Grantor, at [insert address of Environment, Transport and Works Bureau]; and
upon the Grantee, at [insert address].

IN WITNESS HEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed by [insert name of Government's representative] for and on behalf of the Grantor)
)
)

in the presence of:)
)

Signed by for and on behalf of the Grantee)
)
)

in the presence of:)
)

Name:
Position: Director

Name:
Position: Director/Secretary

Schedule 1
Technical Specification

1. Authentication

1.1 The Grantee shall implement to the satisfaction of the Grantor procedures for authenticating the identities of the Customers that use any of the Licensed Services.

2. Acceptance of Licence Conditions

2.1 The Grantee shall implement to the satisfaction of the Grantor the procedures for securing the Customers' acceptance of the Licence Conditions for an EDP before they are allowed to use the IDS or VAS that make use of the EDP contents.

3. Tender Addendum

3.1 The Grantee shall implement to the satisfaction of the Grantor procedures for notifying Customers of the issue of Tender Addendum.

4. Replication Services

4.1 Duplicates shall be exact duplicates of an EDP. The Grantee shall not alter any contents of EDP's in the replication process.

4.2 Each Duplicate shall be distributed by the Grantee-

- (a) with a copy of the Licence Conditions stipulated in the Issue Notice for the EDP;
- (b) in an envelope or other similar enclosures and sealed with a label containing the following notice-

"Please read the attached "Licence Conditions for Electronic Dissemination Packages" (the Licence Conditions) before opening this package. If you open this package, you will be deemed to have read the Licence Conditions and to have accepted them. If you do not agree with the Licence Conditions, please do not open this package and do return the package to [name of Grantee and address]."

5. Internet Dissemination Service (IDS)

5.1 IDS shall only be provided through the Hosting Web Site specified in the Service Proposal.

5.2 An exact copy of all files in the EDP shall be available in the Hosting Web Site for downloading by Customer using IDS. The Grantee shall maintain the original file and directory structure of the EDP when disseminating the EDP through IDS.

Schedule 2 - Issue Notice for EDP

Issue Notice for EDP

To- [Name and address of Grantee]

In accordance with Agreement No. [insert agreement no.] dated [insert date of agreement], I enclose the EDP Reference [insert EDP Reference] for Contract No. [insert contract no.] – [insert contract title] for your use in providing the Licensed Services. The Tender Closing Date is [insert tender closing date and time].

The Licence Conditions for using the EDP Reference [insert EDP Reference] are attached.

Please collect the above mentioned EDP at [address for collecting EDP].

If you wish to obtain further information about the contract, would you please contact [insert name of subject officer responsible for the tender] at telephone no. [insert telephone no].

Yours faithfully,

([Name])

for [Head of Department or Office Head]

Acknowledge Receipt of EDP

(to be completed by Grantee and returned to the issuing office when collecting the EDP)

To- [Department]

We hereby acknowledge receipt of the EDP Reference [insert EDP Reference] and the Licence Conditions for using the EDP.

(chop of Grantee & date)

[Name of Grantee]

Schedule 3 - Return Notice for EDP

To: [Name of department to be inserted]
[Address to be inserted]

EDP Reference –[reference to be inserted]

We refer to the EDP Reference [insert EDP reference] issued with Issue Notice of [insert date of Issue Notice].

We wish to provide the following return on the distribution of the EDP-

No. of Duplicates made	
No. of Duplicates distributed	

We confirm that all undistributed duplicates have been destroyed. We also confirm that the EDP Reference [insert EDP reference] issued with the Issue Notice and the Relevant Files have been-

- permanently destroyed; or
- kept in this office as archive. We understand that the archive may be used for verifying the authenticity of duplicates of the EDP and for locating source of computer viruses. We undertake to seek the prior written approval of Environment, Transport and Works Bureau of the Government of Hong Kong Special Administrative Region for other uses.

The following Customers have obtained duplicates of the EDP-

[insert names and addresses of Customers]

The following Customers have downloaded the EDP through Internet Dissemination Service or Value-added Services-

[insert names and addresses of Customers]

Chop of Grantee

Signed for and on behalf of Grantee

Signature _____
Name _____
Designation _____
Tel. No. _____
Fax No. _____
Date _____
Address _____

Appendix [&]¹ to the General Conditions of Tender Requirements for Tender Submission in Electronic Format

The following requirements apply if the tender submission is made in electronic format in accordance with Clause 4 of the General Conditions of Tender (GCT).

1. In this Appendix, unless the context otherwise requires-
 - (a) "CD-ROM" means write once CD-ROM media complying with ISO 9660 standard [and/or write once DVD-ROM media in DVD+R or DVD-R format]².
 - (b) "Editable File" means an electronic file which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (c) "Image File" means an electronic file which is stored in file formats that capture the printed image of the document.
 - (d) "Electronic Submission Package" (or "ESP") means the collection of the following files hosted in a CD-ROM:-
 - (i) all electronic files forming part of the tender return submitted by a tenderer; and
 - (ii) supporting files containing information on using the files in Clause 1(c)(i) above.
 - (e) "Organizational e-Cert" means a digital certificate issued under the name of an organization by a recognized certification authority as defined under Section 2 of the Electronic Transactions Ordinance (Cap. 553).
 - (f) "Tender Addendum" means a set of documents and its attachments in the form of hard copy or electronic files issued before the Tender Closing Date to amend the tender documents.
 - (g) "Tender Closing Date" means the date and time set for the return of the tender.
 - (h) "Tender Documents" means the documents in the form of hard copy or electronic files

¹ Insert appendix number

² For use when the ETW Department allows the use of DVD-ROM submission.

issued for the tendering of Works Contracts, including:-

- (i) the invitation to submit tenders and other documents issued together with it; and
 - (ii) Tender Addenda.
2. ESP shall be submitted on write once type CD-ROMs and all CD-ROMs should be clearly labelled or marked to indicate the tender reference, the name of the tenderer, and the disk number if more than one CD-ROM is submitted. Each CD-ROM shall have a "README.rtf" file in the root directory prepared in Rich Text Format and digitally signed. This file shall contain at least the following information:
 - (a) general guidance on the use of the electronic files in the ESP (e.g. the file naming convention, directory structure of the CD-ROM software name and version for viewing the file);
 - (b) a list of all documents submitted in the ESP with the following information-
 - (i) brief description of the contents of the document; and
 - (ii) disk number (if the submission contains more than one CD-ROM) and filename with full path information for the Editable File and/or the Image File.
 - (c) information on the proper setting for viewing, editing, and printing the electronic files, including, without limitations-
 - (i) the printer to be used for printing the files;
 - (ii) the paper sizes;
 - (iii) requirements for special fonts; and
 - (iv) any special printing instructions (e.g. the adjustment settings such as "Shrink oversized pages to paper size", "Expand small pages to paper size", etc. when printing PDF files).
3. ESP for the tender shall be submitted in two copies such that one copy of the ESP shall be clearly stamped "ORIGINAL" and the copy of the ORIGINAL ESP shall be clearly stamped "COPY" respectively on the CD-ROM labels.
4. Tenderers shall only use the write once type CD-ROM media for the preparation of ESP. Re-writable media shall not be used. The CD-ROM shall be logically closed such that no subsequent change can be made to the ESP.
5. CD-ROM shall be properly packed and protected to avoid physical damage during the tender submission process.

6. The CD-ROMs and the electronic files of an ESP shall not contain any computer instructions, including but not limited to -
- (a) computer viruses; and
 - (b) macros, scripts and fields that depend on the execution environment and the execution of which will cause changes to the electronic file itself or the information system displaying the electronic record.
7. Tenderers shall submit documents in electronic form using the data formats stipulated as follows-

Type of Document	Editable File Format	Image File Format	Remark
Bills of Quantities; Schedule of Rates	Excel 97	Not applicable	Please also read paragraphs 9 to 12 below.
Other Schedules	Excel 97	Adobe Acrobat	Please also read Note 1 and Note 2 below.
Text documents	Rich Text Format; or Word 97	Adobe Acrobat	Please also read Note 1 and Note 2 below.
Drawings	Microstation; ³ AutoCAD; Document Exchange Format (DXF); or Initial Graphic Exchange Standard (IGES)	Adobe Acrobat	Please also read Note 1 and Note 2 below.
Animation	Macromedia Flash Macromedia Shockwave Apple Quicktime	Not applicable	Please also read Note 2 below.
Video, movie	MPEG-1 (ISO 11172)	Not applicable	Only raw MPEG-1 file is accepted. File format in VCD/DVD video disc directory structure is not acceptable and will not be considered. Please also read Note 2 below.

³ Either AutoCAD or Microstation may be deleted if the receiving department cannot support the drawing file format.

Type of Document	Editable File Format	Image File Format	Remark
Slide presentation	PowerPoint 97	Adobe Acrobat	Please also read Note 1 below.
Other types of documents, including scanned documents or scanned drawings	Not Applicable	TIFF or Adobe Acrobat	Please also read Note 2 below.

Note 1: If both types of format of a document are submitted inadvertently, only the Image File will be considered for evaluation.

Note 2: If more than one file format are specified, files need to be provided in one of the specified formats only.

8. As the conversion of drawing files to Adobe Acrobat format may slightly distort the scale of the drawing elements, line scales in both horizontal and vertical directions should be included in drawings files to enable correction factors to be made to compensate for distortion.
9. For the avoidance of doubt, Bills of Quantities and Schedule of Rates shall only be submitted in Editable File format, i.e. the Excel 97 format.
10. Tenderers shall prepare the electronic files for Bills of Quantities and Schedule of Rates using the electronic files in Excel 97 format in the Tender Documents provided by the Employer. Tenderers shall not modify cells that are locked and protected, failing which shall constitute a qualified tender.
11. If the Tender Documents provided by the Employer does not contain the electronic files of Bills of Quantities and Schedule of Rates in Excel 97 format, tenderers shall submit their Bills of Quantities and Schedule of Rate in hard copy format using the hard copy Tender Documents supplied by the Employer.
12. Notwithstanding paragraph 6 above, the electronic files for Bills of Quantities and Schedule of Rates may contain simple arithmetic for automatic calculation of the totals and sub-totals. However, any reference made in the arithmetic formula shall be within the same file and the automatic calculation shall not be dependent on other files.
13. File compression programs should not be used to compress files.
14. All electronic files in the ESP submitted under the tender shall be digitally signed in accordance with Section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in Section 6 of that Ordinance. Organizational e-Cert issued under the name of the tenderer shall be used for the purpose of applying digital signatures. The Organizational e-Cert corresponding to the digital signatures must be valid as at the Tender Closing Date.