

**Terms of Quotation for**  
**Provision of Legal Service for Conveyancing Work**  
**(Quotation Ref.: ORO/CMD 3-5/1/7 Pt.6))**

1. **Invitation to Quotation**

- (a) Service providers are invited to submit service charge quotation (“**Quotation**”) for providing the Service (as defined in Clause 1 of the Terms and Conditions of Contract for Provision of Legal Service for Conveyancing Work (“**Terms and Conditions of Contract**”)) to the Official Receiver (“**OR**”) in accordance with these Terms of Quotation and the Terms and Conditions of Contract.
- (b) The service provider submitting a quotation must be a law firm in Hong Kong, which has commenced and been carrying on the business as a law firm for at least 10 years prior to the Quotation Closing Date (as defined in paragraph 3(a) below). It must also have at least 3 solicitors who are qualified to act as solicitors in accordance with section 7 of the Legal Practitioners Ordinance (Cap. 159). Each of these 3 solicitors must have at least 10 years’ post-qualification experience in handling Hong Kong conveyancing work, and must have experience in handling Hong Kong conveyancing work in the 5 years immediately preceding the Quotation Closing Date. The service provider must also be covered by a valid and effective professional indemnity, including but not limited to the professional indemnity in accordance with the Solicitors (Professional Indemnity) Rules (Cap.159M) with the receipt issued under rule 9 thereof in the name of the service provider. “Hong Kong conveyancing work” includes but is not limited to conveyancing work in relation to residential property (including flats under the Home Ownership Scheme (“**HOS**”), the Tenants Purchase Scheme (“**TPS**”), and the Private Sector Participation Scheme (“**PSPS**”) of the Housing Authority, and the Flat-for-Sale Scheme (“**FFSS**”) of the Housing Society), carpark, commercial property, industrial property or agricultural property. The aforesaid qualifications in this paragraph 1(b) are hereinafter collectively referred to as “**Qualified Status A**”.
- (c) At least one of the conveyancing clerks of the service provider must have at least 5 years’ experience in handling Hong Kong conveyancing work (as defined in paragraph 1(b) above) and must have experience in handling Hong Kong conveyancing work in the 5 years immediately preceding the Quotation

Closing Date. The aforesaid qualifications in this paragraph 1(c) are hereinafter collectively referred to as “**Qualified Status B**”.

2. Quotation

- (a) The Quotation to be submitted is a quotation of service charge for providing the Service during the Contract Period (as defined in Clause 2 of the Terms and Conditions of Contract) in accordance with the Terms and Conditions of Contract. For information and reference only, the number of the conveyancing transactions handled by law firm appointed by the OR in 2020 and 2021 (up to 30 September 2021) are appended below.

Number of transactions				
Property under TPS/HOS/PSPS	Private Residential Property	Land	Commercial Property	Total
41	19	4	0	64

- (b) The service provider submitting a Quotation must specify separately the service charges (excluding disbursements) quoted for the provision of the service in Item A and Item B of the Quotation Form, each expressed in a fixed sum on per transaction basis and in Hong Kong Dollar. For the avoidance of doubts, the OR will first assess the Quotation on the basis of the service charge quoted for Item A. In the event that the same service charge is quoted under Item A by two or more service providers, the Quotation will be further assessed with reference to the service charge quoted for Item B.
- (c) The service provider submitting the Quotation must demonstrate to the satisfaction of the OR that both the Qualified Status A and the Qualified Status B are complied with. The decision of the OR as to whether the Qualified Status A or the Qualified Status B is complied with is final and conclusive and binding on the service provider. All the information and documents provided by the service providers in the Quotation Form must be true and correct.
- (d) A Quotation may not be considered if the information submitted is considered by the OR as incomplete or insufficient or if any particulars or documents required in the Quotation Form are not furnished in full or if any of the prescribed requirements are not met.

- (e) A Quotation from a service provider who has provided service to the OR under contracts entered into pursuant to previous exercises of invitation of quotations and whose contract, services or work had previously been (i) terminated by the OR, or (ii) suspended by the OR for any period of 2 months or more will not be considered.

3. Quotation Closing Date and Time

- (a) The Quotation must be submitted before 12:00 noon of 6 December 2021 (Monday) (Hong Kong time) (“**Quotation Closing Date**”). **Late Quotation will not be considered.**
- (b) In case a black rainstorm warning or typhoon signal no. 8 or above is in force for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Quotation Closing Date, the Quotation Closing Date will be extended to 12:00 noon (Hong Kong time) on the next working day (i.e. not being Saturday, Sunday and public holiday).

4. Quotation to remain open

Quotations shall remain open for not less than 45 days after the Quotation Closing Date (“**Validity Period**”).

5. Acceptance

- (a) If a Quotation submitted is selected, the service provider submitting the Quotation may be selected as a primary service provider or a secondary service provider appointed to provide the Service. The OR has an absolute discretion to give instructions to either a primary service provider or a secondary service provider for providing the Service to the OR. Without prejudice to the rights of the OR as aforesaid, instructions for provision of the Service will normally be given to a primary service provider. A secondary service provider will only be required to provide the Service to the OR (i) when the primary service provider is for any reason unable to provide the Service or (ii) where the OR otherwise considers it more appropriate that instructions should be given to the secondary service provider instead of the primary service provider. In exercising the absolute discretion, the OR is not required to provide reason.

- (b) The service provider whose Quotation is selected will receive a letter of acceptance. The letter of acceptance shall constitute a binding contract between that service provider and the OR.
- (c) A service provider who has submitted a Quotation and who does not receive notification within the Validity Period should assume that their Quotation has not been accepted.
- (d) The OR is not bound to accept the lowest or any Quotation and reserves the right to accept all or any part of any Quotation at any time within the Validity Period.

6. Change of information in the Qualified Status A and/or Qualified Status B

During the Validity Period, a service provider who has submitted a Quotation must inform the OR in writing immediately of any change in the information concerning their compliance with the Qualified Status A, the Qualified Status B, or any change in any information contained in the Quotation Form submitted by the service provider.

7. Alteration of terms of Quotation

A service provider who has submitted a Quotation must not change, add to or delete any terms and conditions on the Quotation they submitted. Otherwise, the Quotation will be considered as non-conforming and will not be considered.

8. Cancellation of Quotation

The OR is not bound to accept any Quotation and reserves the right to cancel this quotation exercise at her absolute discretion. In exercising the absolute discretion, the OR is not required to provide reason.

9. Submission of Quotation

The Quotation Form duly signed, together with documents mentioned at Notes 2, 3 and 4 to the Quotation Form and duly signed Non-collusive Quotation Certificate should be submitted in a sealed plain envelope and

deposited into the quotation box on 10/F., Official Receiver's Office before the Quotation Closing Date at the following address and marked with "Quotation for Provision of Legal Service for Conveyancing Work (Quotation Ref: ORO CMD/3-5/1/7 (Pt.6))" on the top of the envelope: -

The Official Receiver's Office,  
10/F., High Block, Queensway Government Offices,  
66 Queensway,  
Hong Kong  
(Attention: Miss Elsa Ang)

10. Warranty against Collusion

- (a) The service provider submitting a quotation must ensure that the Quotation is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Quotation Certificate referred to in paragraph 10(b) below), regarding, amongst other things, price, quotation submission procedure or any terms of the Quotation. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Service provider submitting a Quotation who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The service provider submitting a quotation shall complete and submit to Government a Non-collusive Quotation Certificate at Annex D as part of its Quotation.
- (c) In the event that a service provider submitting a quotation is in breach of any of the representations, warranties and/or undertakings in paragraph 10(a) above or in the Non-collusive Quotation Certificate submitted by it under paragraph 10(b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
  - (i) reject the service provider's Quotation;
  - (ii) if the Government has accepted the Quotation, withdraw its acceptance of the service provider's Quotation; and

- (iii) if the Government has entered into the Contract with the service provider submitting a quotation, terminate the Contract under clause no. 15 of the Terms and Conditions of Contract.
- (d) By submitting a Quotation, a service provider is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in paragraph 10(a) above.
- (e) A breach by a service provider submitting a quotation of the representations, warranties and/or undertakings in paragraph 10(a) above or in the Non-collusive Quotation Certificate submitted by it under paragraph 10(b) above may prejudice its future standing as a Government contractor or service provider.
- (f) The rights of the Government under paragraphs 10(c) to 10(e) above are in addition to and without prejudice to any other rights or remedies available to it against the service provider submitting a Quotation.

11. Warning against Bribery

- (a) The offer of any advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a service provider submitting a Quotation or any of its officers (including directors), employees or agents will render its Quotation null and void.
- (b) The successful service provider 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 (Cap. 201) is not permitted. The successful service provider shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any 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.

12. Consent to Disclosure

The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a service provider who submitted a Quotation) without any further reference to or consent from the successful service provider or any other service provider, particulars of the Services to be provided by the successful service provider, the date of the award, the name and address of the successful service provider, and the service charge per transaction.

13. Enquiry

For enquiries, please contact Miss Elsa Ang at 2867 2713 or Ms. Emily Li at 2867 5413 and fax 2110 0315.

Official Receiver's Office

10 November 2021