

Terms of Quotation for
Provision of Legal Service for Conveyancing Work
(Quotation Ref.: ORO/CMD 3-5/30/1(2025))

1. **Invitation to Quotation**

- (a) Service providers are invited to submit 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 (“**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 the service charge (inclusive of disbursements) 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 the law firms appointed by the OR in 2024 and 2025 (up to 31 August 2025) are appended below.

Number of transactions				
Property under TPS/HOS/PSPS	Private Residential Property	Land	Commercial Property	Total
155	35	8	2	200

- (b) The service provider submitting a Quotation must specify separately the service charge (inclusive of disbursements) quoted for the provision of the Service in Item A and Item B of the Quotation Form (as defined in Clause 8 of the Terms and Conditions of Contract), each expressed in a fixed sum on per transaction basis and in Hong Kong Dollar. For the avoidance of doubt, 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) Payment to the service provider for the Service rendered under the contract will be made by bank transfer into a bank account in Hong Kong designated by the service provider at no costs of the Government. Details of the designated bank account shall be provided by the service provider to the Government in accordance with Clause 9 of the Terms and Conditions of Contract after the award of the contract. No other mode of payment will be entertained unless otherwise agreed by the Government.
- (d) The service provider submitting a 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 provider in the Quotation Form must be true and correct.

- (e) 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.
- (f) 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 7 November 2025 (Friday) (Hong Kong time) (“**Quotation Closing Date**”). **Late Quotation will not be considered.**
- (b) If tropical cyclone signal No. 8 or above is hoisted, or a black rainstorm warning signal or "extreme conditions" announced by the Government is/are in force at any time between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Quotation Closing Date, the quotation closing time will be postponed to 12:00 noon (Hong Kong time) on the first working day immediately after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the "extreme conditions" announced by the Government has/have ceased to be in force.
- (c) In case of blockage of the public access to the location of the Quotation Box referred to paragraph 9 below at any time between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Quotation Closing Date, the Government will announce extension of the quotation closing time until further notice. Following removal of the blockage, the Government will announce the extended quotation closing time as soon as practicable. The above announcements will be made via the “Announcements” page on the website of the Official Receiver’s Office, accessible at the following link <https://www.oro.gov.hk/eng/announcements/index.html>.

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 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 Exercise

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 a 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/3-5/30/1(2025))" on the top of the envelope: -

The Official Receiver's Office,
10/F., High Block, Queensway Government Offices,
66 Queensway,
Hong Kong
(Attention: Ms. Winnie Tse, Senior Clerical Officer (TR & DIV))

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 providers 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 21 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

- (a) 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.
- (b) Nothing in paragraph 12(a) above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any service provider (successful or unsuccessful) or its Quotation (whether or not the information is specified in paragraph 12(a) above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):
 - (i) the disclosure of any information to any public officer or public body as defined in the Interpretation and General Clauses Ordinance (Cap. 1) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);

- (ii) the disclosure of any information already known to the recipient;
- (iii) the disclosure of any information which is public knowledge (including because of any disclosure under paragraph 12(b)(i) above);
- (iv) 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;
- (v) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (vi) without prejudice to the power of the Government under paragraph 12(a) above, to the extent the information relates to or concerns a service provider, with the prior written consent of that service provider.

13. Personal Data Provided

- (a) All personal data provided in a Quotation will be used by the Government for the purposes of the Quotation exercise and all other purposes arising from or incidental to it (including for the purposes of quotation evaluation, the award of the contract, resolution of any dispute arising from the Quotation exercise, and the disclosure pursuant to paragraph 12 of the Terms of Quotation).
- (b) By submitting a Quotation, a service provider is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Quotation, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in paragraph 13(a) above, or the disclosure pursuant to paragraph 12 of the Terms of Quotation.
- (c) 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 (Cap. 486). The right of access includes the right to obtain a copy of the individual's personal data provided in the Quotation.

- (d) Enquiries concerning the personal data collected by means of the invitation to Quotation, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Official Receiver's Office at 10th Floor, High Block, Queensway Government Offices, 66 Queensway, Hong Kong.

14. Government Discretion

Notwithstanding anything to the contrary in the Quotation Form together with the Non-collusive Quotation Certificate, the Terms of Quotation and the Terms and Conditions of Contract, the Government reserves the right to disqualify a service provider on the grounds that the service provider has engaged, is engaging, or is reasonably believed 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.

15. Enquiry

Any enquiries from service providers concerning this Quotation shall be directed, by facsimile or email in writing, to Ms. Winnie Tse [2110 0315; wwmtse@oro.gov.hk] and Mr. Sam Au [2110 0315; scsau@oro.gov.hk], at least three (3) working days immediately before the Quotation Closing Date.

Official Receiver's Office
17 October 2025