

**Official Receiver's Office**  
**The Government of the Hong Kong Special Administrative Region**

**TENDER FOR TAKING UP OF APPOINTMENT  
AS PROVISIONAL LIQUIDATORS UNDER  
SECTION 194(1A) OF THE COMPANIES ORDINANCE**

**TERMS OF TENDER**

1. Invitation for Tender

Tenders are invited for the provision of the Services (including the provision by the Firm of Appointment Takers to take up appointments as joint and several provisional liquidators under section 194(1A) of the Companies Ordinance) in Qualified Cases subject to and in accordance with the terms and conditions in these Terms of Tender and the Schedule attached to this Invitation for Tender.

2. Tender

- (a) This Tender relates to the appointment of the Firm's Appointment Takers as the joint and several provisional liquidators in place of the Official Receiver in accordance with section 194(1A) of the Companies Ordinance in Qualified Cases allocated to the Firm by the Official Receiver during the Allocation Period.
- (b) The Schedule issued with the Tender must not be altered by the Tenderer, and the Tenderer must not put in additional terms and conditions of his own or make his tender subject to any term or condition not being a term or condition in these Terms of Tender and the Schedule attached to this Tender. Figures should not be erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.

- (c) Tenders are to be submitted in triplicate and are to be completed in ink or typescript. Tenders not so submitted and completed may not be considered.
- (d) A Tender may not be considered if complete information is not given with the Tender or if any particulars and data asked for in the Schedule are not furnished in full.
- (e) Each Tenderer shall not submit more than one tender in this Tender.

3. Tenders to Remain Open

- (a) Tenders shall remain open for 90 days after the closing date of the Tender.
- (b) Tender closing time in case of Rainstorm/Typhoon -  
  
In case a black rainstorm warning or typhoon signal No. 8 or above is valid for any duration between 9:00 a.m. and 12:00 noon on the closing date of the Tender, the tender closing time will be extended to 12:00 noon on the next weekday (i.e. except Saturday and Sunday) other than public holiday.

4. Required Subsidy

- (a) The Required Subsidy shall be a fixed fee quoted in Hong Kong Dollars.
- (b) Tenderers should make certain that the Required Subsidy is correct and final before submitting their Tenders. Under no circumstances will the Government accept any request for subsidy adjustment on grounds that a mistake has been made in assessing the Required Subsidy.

5. Quotation Sheet and Declaration

- (a) Tenderers are required to complete and submit the Quotation Sheet and the Declaration on Details of the Tenderer. Failure to submit the Quotation Sheet and the Declaration on Details of the Tenderer shall render their Tenders invalid and disqualified.
- (b) By submitting the completed and signed Quotation Sheet, the Tenderer shall be regarded as having agreed to be bound by all the provisions in

these tender documents, including but not limited to the anti-collusion warranty in Clause 16 herein.

6. Additional Information

- (a) At any time after receiving the Tender and before acceptance, the Official Receiver may require the Tenderer to furnish additional or missing information.
- (b) Requirements imposed under Clause 6(a) above may differ as between different Tenderers.

7. Personal and other Data Provided

- (a) Personal data provided in the Tender will be used for tender evaluation and contract award purposes. If inaccurate information is provided, the Tender shall not be considered.
- (b) Personal data provided in the Tender may be disclosed to the parties responsible for tender evaluation in other government departments and non-government organisations.
- (c) Tenderers have the right of access and correction with respect to personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. The right of access includes the right to obtain a copy of the personal data provided by the Tenderer in the Tender.
- (d) Enquiries concerning the personal data collected by means of the Tender, including the making of access and corrections, should be addressed to Personal Data Privacy Officer of the Official Receiver's Office.

8. Consent to Disclosure

The Government shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise), without any further reference to the Tenderer, the name and address of the Tenderer, the Required Subsidy per case it stated in its Tender and any other information provided in the Tender.

9. Completion of Tender

- (a) A Tenderer is expected to complete all tender documents. All tender documents must be signed and lodged to the Government Logistics Department Tender Box situated at G/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong, no later than the closing date of the Tender (i.e. 12:00 noon on **19 January 2012**). Every Tender is a formal offer by the Tenderer to perform the Services (including the appointment of the Tenderer's Appointment Takers as joint and several provisional liquidators by the Official Receiver) in Qualified Cases allocated to the selected Tenderer on the terms and conditions set out in the Contract.
- (b) Late tenders will not be considered.

10. Assessment of Tender

- (a) All Tenders will initially be checked against the mandatory requirements which are set out in Part I – Qualification Criteria of the Schedule.
- (b) Tenders that fail to meet any of the mandatory requirements will not be further processed for evaluation. Tenders that have met all mandatory requirements will be assessed on the basis of the Required Subsidy per case, the past performance of the Tenderers in providing the Services, the suitability of the Tenderers in performing the Services, and any other matters which the Official Receiver considers relevant.

11. Acceptance

- (a) The Tender, if accepted, will be concluded as a contract with the Official Receiver. The Firm will receive a letter from the Official Receiver for acceptance of the offer. Tenderers who do not receive any notification within the validity period of their offer shall assume that their offers have not been accepted.

- (b) The Official Receiver is not bound to accept a tender with the lowest Required Subsidy or any tender.

12. Allocation of Qualified Cases

- (a) The Official Receiver estimated that 10-12 Firms could be appointed to perform the Services. The appointed Firms will be allocated Qualified Cases on a rotational basis.
- (b) For information, the number of cases allocated under the previous tender exercises in the past years is given below.

<u>Financial Year</u>	<u>Number of Cases</u>
2003-2004	1116
2004-2005	1009
2005-2006	727
2006-2007	477
2007-2008	421
2008-2009	425
2009-2010	528
2010-2011	364
2011-2012 (from April 2011 to October 2011)	179

- (c) The estimated number of cases to be allocated for each of the financial years 2012-2013 and 2013-2014 is in the region of 400.

13. Documents of Unsuccessful Tenderers

Documents of unsuccessful Tenderers may be destroyed three months after the date the Contract has been awarded.

14. Complaints About Tendering Process or Contract Awards

The tendering process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Tenderer who feels that his offer has not been fairly evaluated may write to the Official Receiver's Office who will examine the complaint and refer it to the approving authority/relevant tender boards for consideration if it relates to the tendering system or procedures followed. The Tenderer shall lodge the complaint before disposal of documents of unsuccessful Tenderers.

15. Cancellation of Tender

Without prejudice to the Government's right to cancel the tender, where there are changes of requirement after tender closing date for operational or whatever reasons, the Government is not bound to accept any conforming tender and reserves the right to cancel the tender.

16. Anti-collusion

(a) By submitting a Tender, the Tenderer represents and warrants that in relation to the Tender for the provision of the Services:

(i) it has not communicated and will not communicate to any person other than the Government the Required Subsidy;

(ii) it has not fixed and will not fix the amount of the Required Subsidy by arrangement with any person;

(iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a Tender; and

(iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

(b) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause 16(a) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government :

(i) reject the Tender;

(ii) if the Government has accepted the Tender, withdraw its acceptance of the Tender; and

- (iii) if the Government has entered into the contract with the Tenderer, terminate the contract.
- (c) The Tenderer shall 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 and/or warranties in Clause 16(a) above.
- (d) Any breach of any of the representations and/or warranties in Clause 16(a) above by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.
- (e) Clause 16(a) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the Required Subsidy, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of the tender submission.
- (f) The rights of the Government under Clauses 16(b) to (d) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

## **SCHEDULE**

### **Part I - Qualification Criteria**

A Tenderer must meet all of the following criteria in order to qualify for tender assessment -

1. The Tenderer must be a sole proprietor, a partnership or a limited company with a minimum of two Appointment Takers. Each of the Appointment Takers must be -
  - a. a certified public accountant within the meaning of section 2 of the Professional Accountants Ordinance (Cap. 50); or
  - b. a solicitor within the meaning of section 2(1) of the Legal Practitioners Ordinance (Cap. 159); or
  - c. a current member of The Hong Kong Institute of Chartered Secretaries.
  
2. Each Appointment Taker must -
  - a. have at least 3 years of post-qualification experience in the relevant profession;
  - b. have a minimum of 300 chargeable hours of experience (“the Qualifying Chargeable Hours”) over the last 3 years -
    - (i) of which, at least 150 hours of experience must be related to insolvency work on companies or receiverships of companies. The chargeable hours of experience must have been obtained in at least 4 separate compulsory winding-up of unconnected companies. A pass in the Hong Kong Institute of Certified Public Accountants (HKICPA) Diploma in Insolvency Programme is equivalent to 50 hours of insolvency work; and
    - (ii) the remaining hours of experience may be on solvent liquidations in which case, the chargeable hours counting towards the Qualifying Chargeable Hours would be reduced by 50%, so that

two chargeable hours on solvent liquidation will be counted as one Qualifying Chargeable Hour.

3. At least one of the Appointment Takers must be a proprietor, partner or director of the Tenderer. The other Appointment Taker(s), if not being partner(s) or director(s) of the Tenderer, must be a full-time employee or full-time employees of the Tenderer.
4. The Tenderer must have been providing insolvency, accounting, legal or company secretary services in Hong Kong for at least 3 years.
5. At the Tender closing date, there must be at least 10 full time employees (excluding the proprietor, partners, director(s) and Appointment Takers) hired by the Firm available to perform the Services.
6. The Tenderer and its Appointment Takers have not been disqualified or suspended by the Official Receiver from participating in any tender/quotation exercises conducted by the Official Receiver's Office.

## **Part II - Work Specifications**

1. **Joint and Several Liquidators**

The Firm's Appointment Takers shall take up the appointment as joint and several provisional liquidators in place of the Official Receiver in Qualified Cases allocated to the Firm by the Official Receiver during the Allocation Period. Any act required or authorized to be done by the liquidators is to be done either by the joint and several provisional liquidators jointly or any one of them singly.

2. **No right of refusal**

The Firm shall take up the appointment to perform the Services in Qualified Cases allocated to the Firm by the Official Receiver during the Allocation Period. The Firm shall have no right to reject or to refuse to accept any such allocation.

3. **Adequate full time staff**

The Firm shall keep and maintain under its direct full time employment sufficient staff resources which must not be less than the number stated in Clause 5 of Part I of the Schedule to ensure that all Qualified Cases allocated to the Firm are handled in a professional and expeditious manner. In this regard, the Firm shall not utilize staff from other firms or companies, or permit any part of the Services to be carried out by any person not being a person under its direct employment. All staff employed by the Firm to perform the Services should be stationed in Hong Kong.

4. **Tasks and Duties**

The Firm's Appointment Takers shall in respect of a Qualified Case allocated to the Firm by the Official Receiver, perform with professionally acceptable standards, all such tasks and duties as are necessary or may be required of a provisional liquidator under section 194(1A) of the Companies Ordinance; and all such tasks and duties as are necessary or may be required under the Companies Ordinance of a liquidator appointed under section 227F thereof (when the Appointment Takers are so appointed) and such other tasks or duties as may be imposed on them by the Official Receiver pursuant to this Contract, including but not limited to the duty to convene the first meetings of creditors and contributories

under section 194(1)(b) of the Companies Ordinance if the assets of the company turn out to be more than \$200,000 in value.

5. Statistics and Information

The Firm shall provide all the relevant statistics and information in connection with the Qualified Cases as and when required by the Official Receiver.

6. Application for Summary Procedure Order

(a) The Firm's Appointment Takers when appointed as joint and several provisional liquidators in a Qualified Case, shall apply to the court within 3 months of the date of the winding-up order of that company for a summary procedure order pursuant to section 227F of the Companies Ordinance.

(b) Where the Firm's Appointment Takers have reasons to believe that the value of the assets of the company will exceed \$200,000, they shall within 3 months of the date of the winding-up order, arrange to convene the first meetings of creditors and contributories under section 194(1)(b) of the Companies Ordinance and rule 106 of the Companies (Winding-Up) Rules.

7. Summary Procedure Order

The Firm's Appointment Takers appointed as joint and several provisional liquidators in a Qualified Case shall (unless the Court orders otherwise) continue to act as the company's liquidators when the summary procedure order is granted by the court under section 227F of the Companies Ordinance, and shall perform with professionally acceptable standards, all such tasks and duties as are necessary or may be required of a liquidator under and pursuant to the provisions of the Companies Ordinance, until the completion of the case and his obtaining a release order from the court under section 205 of the Companies Ordinance and an order for the dissolution of the company under section 227 of the Companies Ordinance. Thereafter, the Firm's Appointment Takers shall deal with and complete all outstanding matters and issues arising from the Qualified Case for whatever reasons after their obtaining the release order under section 205 of the Companies

Ordinance and the order for the dissolution of the company under section 227 of the Companies Ordinance.

8. Professional Standards

The Appointment Takers of the Firm shall ensure that the performance of the Firm complies in all respects with the accepted professional standards and ethical guidelines of their relevant professions.

### **Part III - Conditions of Contract**

#### 1. Interpretation

(a) In these tender documents -

“Allocation Period” means the period commencing from the date of acceptance of the offer referred to in Clause 11(a) of the Terms of Tender and ending on 31 March 2014 (both dates inclusive).

“Appointment Taker” means the proprietor, partner, director or employee of the Firm who will take up the appointment as joint and several provisional liquidator and liquidator under section 194(1A) of the Companies Ordinance (Cap. 32) in a Qualified Case in accordance with this Invitation for Tender.

“Contract” means the contract referred to in Clause 11(a) of the Terms of Tender and includes the Terms of Tender, the Schedule, the Quotation Sheet and the Declaration on Details of the Tenderer.

“Firm” means the Tenderer whose Tender is accepted.

“Government” means the Government of the Hong Kong SAR.

“Official Receiver” means the Official Receiver appointed under the Bankruptcy Ordinance (Cap. 6).

“Panel A Scheme”	means the administrative scheme operated by the Official Receiver for the appointment of qualified persons as liquidators or special managers in compulsory winding-up cases estimated to have assets exceeding \$200,000 in value.
“Qualified Case”	means the liquidation of a company under compulsory winding up by the court and where section 194(1A) of the Companies Ordinance (Cap. 32) applies.
“Required Subsidy”	means the amount of Subsidy stated by a Tenderer in its Quotation Sheet as the maximum amount of Subsidy it will demand from the Government for the performance and discharge of the Services when Appointment Takers of the Tenderer are appointed as joint and several provisional liquidators in a Qualified Case by the Official Receiver, and as liquidators thereafter under section 227F of the Companies Ordinance.
“Schedule”	means the Schedule attached to this Tender and includes the Quotation Sheet and the Declaration on Details of the Tenderer.
“Services”	means the provision of Appointment Takers as well as all the tasks, duties and obligations set out in the Work Specifications.
“Subsidy”	means the subsidy payable by the Government

in respect of a Qualified Case to meet the Firm's remuneration and fees for the performance and discharge by them of the Services when the net realised assets of the wound up company is insufficient for that purpose.

“Unconnected companies” means-

- (i) companies that are not related companies within the meaning of section 165(5) of the Companies Ordinance; or
- (ii) companies that do not have any common director immediately before the winding up.

- (b) Except where the context requires otherwise, the singular shall include the plural and vice versa; a reference to one gender shall include all genders.

2. Total Services

The Firm shall perform the Services in accordance with the Conditions of Contract and the Work Specifications.

3. Assignment

The Firm is strictly prohibited from assigning or otherwise transferring this Contract or any part, share or interest therein and the performance of this Contract by the Firm shall be deemed to be personal to the Firm.

4. Qualified Cases to be allocated to the Firm

There is no guarantee on the total number of Qualified Cases to be allocated to each Firm. The Official Receiver will allocate Qualified Cases on a rotational

basis, and is not bound to allocate an equal number of Qualified Cases to each Firm.

5. Security

(a) The Firm must be covered by professional indemnity insurance to the satisfaction of the Official Receiver.

(b) The Firm may, in respect of the Qualified Cases allocated to it, be required to give separate security pursuant to rule 47 of the Companies (Winding-up) Rules to the satisfaction of the Official Receiver.

6. Conflicts of interest

The Firm as well as each of its Appointment Takers appointed as joint and several provisional liquidators in a Qualified Case shall avoid any conflict of interest in performing the Services in any Qualified Case allocated to the Firm. The Firm and its Appointment Takers must inform the Official Receiver forthwith if there is any conflict of interest or a real risk of conflict of interest between the Firm and the company in liquidation or any other parties in any Qualified Case allocated to the Firm.

7. No Acceptance of Advantages

The Firm as well as each of its Appointment Takers appointed as joint and several provisional liquidators in a Qualified Case shall not accept any advantages or benefit from the directors, the contributories, the creditors or any person in relation to any Qualified Case allocated to the Firm.

8. Fees and Remuneration

(a) Subject to the Official Receiver's right to scrutinize the bill (and if necessary, taxation by the Court) the fees and remuneration of the Firm for provision of the Services (including Services performed by the Appointment Takers when acting as joint and several provisional liquidators) in any Qualified Case shall be charged out of the assets of the wound-up company on a time-cost basis. The actual hourly rate per grade

of staff shall in no circumstances be in excess of the rates set out by the Firm in the Quotation Sheet.

- (b) Where the Firm's Appointment Takers are appointed as liquidators under section 227F of the Companies Ordinance following from their appointment as joint and several provisional liquidators in a Qualified Case, the Firm shall be entitled to charge such fees and remuneration in accordance with the provisions of the Companies Ordinance or as may be approved by the Court, out of the assets of the wound-up company.
- (c) If the assets of the wound-up company are insufficient to meet the Firm's fees and remuneration as provided in Condition 8(a) and (b) above, subject to Condition 11(b)(i), the shortfall will be met from the Subsidy but only to the extent of the Required Subsidy.
- (d) The Subsidy and the Required Subsidy shall be calculated and payable strictly on a case by case basis. Under no circumstances will such Subsidy or Required Subsidy or any balance thereof be transferred between cases.
- (e) No Subsidy will be payable in respect of any Qualified Case allocated to the Firm unless a summary procedure order under section 227F of the Companies Ordinance is made in respect of the Qualified Case. The Firm's fees and remuneration (including Services performed by the Appointment Takers when acting as joint and several provisional liquidators or liquidators) in a case where no summary procedure order is made under section 227F shall be paid out of the assets of the company in accordance with the provisions of the Companies Ordinance.
- (f) Subsequent rescission of the summary procedure order made under section 227F of the Companies Ordinance in respect of a Qualified Case shall not affect any payment of Subsidy already effected unless the summary procedure order was obtained by material non-disclosure or misrepresentation to the Court.
- (g) Any payment by the Government shall be without prejudice to any right or cause of action which has or may have accrued, or any remedy which may

be available to the Official Receiver in respect of any non-compliance of the Contract by the Firm.

9. Performance of the Firm

- (a) The performance of the Firm will be closely monitored by the Official Receiver in terms of the time taken to complete the Qualified Case, the quality of work, and also in accordance with sections 203 and 204 of the Companies Ordinance and other relevant provisions therein.
- (b) The Firm's Appointment Takers, in respect of a Qualified Case allocated to the Firm by the Official Receiver, shall complete the Qualified Case by obtaining a release order from the Court under section 205 of the Companies Ordinance in an expeditious and professional manner. If a Qualified Case cannot be completed within one year of the appointment, a report is required to be submitted by them to the Official Receiver before the expiration of the first year of their appointment giving explanations as to why the Qualified Case cannot be so completed.
- (c) As joint and several provisional liquidators or as liquidators in a Qualified Case, the Firm's Appointment Takers are required to submit accounts, not less than twice in each year during their tenure of office, to the Official Receiver pursuant to section 203 of the Companies Ordinance and to submit together with the first accounts under section 203, a progress report giving details on what has been done; what needs to be done and also an indication with reasons on whether or not the Qualified Case can be completed within one year of the appointment.
- (d) If the Firm or its Appointment Takers when acting as joint and several provisional liquidators in a Qualified Case fails to comply with Clause 6(a) or 6(b) of the Work Specifications, the Firm shall compensate the Government by way of liquidated damages (and not as a penalty) for the additional costs it has incurred and/or will incur in monitoring the late application for summary procedure order or the delay in holding the first meetings of creditors and contributories in respect of the Qualified Case. If the application for a summary procedure order is made or the first

meetings of creditors and contributories are held more than 6 months after the date of the winding-up order, the amount of liquidated damages shall be \$1,000 plus \$500 for every full month of delay after the expiry of 6 months from the date of the winding-up order. The amount of liquidated damages shall be deducted from the Subsidy for the Qualified Case, and no interim payment of the Subsidy will be made. Where necessary, the amount of liquidated damages may also be deducted from the Subsidy for other Qualified Cases.

- (e) If the Firm or its Appointment Takers when acting as joint and several provisional liquidators in a Qualified Case makes an application for a summary procedure order or convenes the first meetings of creditors and contributories more than 8 months after the date of the winding-up order and such delay has occurred in respect of 5 or more Qualified Cases allocated to the Firm, the Firm:-
  - (i) shall pay liquidated damages to the Government in accordance with Condition 9(d); and
  - (ii) shall not be allocated new Qualified Cases in the remaining term of the Contract.
  
- (f) If the Firm or its Appointment Takers when acting as joint and several provisional liquidators in a Qualified Case makes an application for a summary procedure order or convenes the first meetings of creditors and contributories more than 10 months after the date of the winding-up order and such delay has occurred in respect of 5 or more Qualified Cases allocated to the Firm, the Firm:-
  - (i) shall pay liquidated damages to the Government in accordance with Condition 9(d);
  - (ii) shall not be allocated new Qualified Cases in the remaining term of the Contract; and
  - (iii) may be debarred from participating in future tenders under section 194(1A) of the Companies Ordinance for such period as the Official Receiver thinks fit.

10. Payment for Services

- (a) Payment of fees and remuneration shall be in accordance with Conditions 8 and 9 and shall be paid out in the first instance from the net realised assets of the wound up company after all priority disbursements and charges have been paid as stipulated in rule 179 of the Companies (Winding-up) Rules.
- (b) Subject to Conditions 8 and 9, the Appointment Takers of the Firm shall as soon as possible and in any event not later than 12 weeks after their appointment, advise the Official Receiver whether the net realised assets available are unlikely to be sufficient to fully pay his fees and remuneration, in which case, Government may effect an interim payment of the Firm's time-cost charges up to 60 percent of the Required Subsidy. Further payment, not exceeding the balance of the Required Subsidy and after deduction of any Subsidy in accordance with Conditions 9(d), if claimed, will be paid upon the completion of the Qualified Case and the Appointment Takers having obtained a release order from the court under section 205 of the Companies Ordinance. The Firm shall apply to the Official Receiver in writing for the interim or further payment by way of submitting a bill which shall be in such form and contain such particulars as required by the Official Receiver. The bill shall also contain a narrative history of the work undertaken so far together with details of the billable hours and the names and grade of staff employed on the liquidation. All claims for payment under this Condition shall be made in such form as the Official Receiver may prescribe. Any overpayment of the Required Subsidy shall be reimbursed to the Official Receiver.

11. Termination

- (a) If the Firm or any Appointment Taker
  - (i) shall fail to carry out all or any of the Services including declining to act, or continuing to act without valid reasons as provisional

liquidator or liquidators in the Qualified Case after they had been removed from office; or

(ii) if the quality of the Services is considered by the Official Receiver as unsatisfactory; or

(iii) if there is any breach of any terms or conditions of the Contract by the Firm or its Appointment Takers, (which shall be determined solely by the Official Receiver and whose decision shall be final),

the Official Receiver may terminate the Contract at any time by giving 7 days' notice in writing; and if the Official Receiver so terminates the Contract, he may arrange for other persons to take up the appointment as provisional liquidators in such Qualified Cases which, if not because of the termination of the Contract, would have been allocated to the Firm during the Allocation Period.

(b) Without prejudice to the provisions in Condition 11(a) hereof, the Official Receiver may, in those circumstances mentioned in Condition 11(a)(i), (ii) and (iii), in addition to any other remedies which the Official Receiver may have, take one or more of the following actions –

(i) disallow any payment of Subsidy in respect of any Qualified Cases allocated to the Firm prior to the termination of the Contract;

(ii) apply to court for removal of the Appointment Takers from acting as provisional liquidator or liquidator in any Qualified Case already allocated to the Appointment Takers;

(iii) suspend the Firm's or its Appointment Takers' right to participate in the Panel A Scheme if the Firm or its Appointment Takers are registered members of the Panel A Scheme;

(iv) disqualify the Firm or its Appointment Takers from participating in any future tender/quotation exercises conducted by the Official Receiver's Office for such period of time as may be determined by the Official Receiver;

- (v) file with the relevant professional bodies complaints of misconduct or breach of contract;
  - (vi) report the conduct of the Appointment Takers to the Court under section 204 of the Companies Ordinance.
- (c) The Government may at any time or times prior to the completion of the Services at its option terminate the Services without cause by giving the Firm or a partner of the Firm, as the case may be, 7 days' written notice of such termination. The Official Receiver may arrange for other persons to take up the appointment as provisional liquidators in such Qualified Cases which, if not because of the termination of the Contract, would have been allocated to the Firm during the Allocation Period. The Government shall not be responsible for any loss or damage to the Firm in connection with, arising from and in relation to such termination.

12. Notices

Any notice given under the Contract shall be deemed to be received as follows -

- (i) Fax - on the date when sent.
- (ii) Letter - 4 days after the date of posting.

13. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the Laws of the Hong Kong SAR and the parties thereto shall submit to the jurisdiction of the courts of the Hong Kong SAR.

14. Change in Qualification Status or other information

- (a) After the acceptance of the Tender and throughout the Allocation Period, the Firm shall immediately inform the Official Receiver in writing of any factor which may affect its qualification status as stated in the Qualification Criteria in Part I of the Schedule or any change in any

information contained in the Quotation Sheet and Declaration on Details of the Tenderer (Forms A and B) submitted by the Firm.

- (b) In addition to any other remedies which the Official Receiver may have, the Official Receiver may terminate the Contract and/or refuse to allocate any Qualified Cases to the Firm in the light of any information which may affect its qualification status or any change in any information submitted by the Firm at the time of Tender that has come to his attention whether under this Condition or obtained from other sources.

15. Quality Audit

The Official Receiver may, upon giving not less than 7 days' prior written notice, conduct quality audit of any or all Qualified Cases handled by the Firm and/or its Appointment Takers in the current or previous year. To facilitate the carrying out of the quality audit, the Firm and/or its Appointment Takers shall provide such assistance to the Official Receiver and/or its authorised representatives as may be required, including (but not limited to) the giving of permission to enter the Firm's premises, the giving of access to all information possessed or controlled by the Firm and/or its Appointment Takers and recorded or stored by whatever means which the Official Receiver considers relevant to the quality audit, the reproduction of the said information by whatever means and the use of best endeavours to provide answers to questions that may be raised from time to time.

**QUOTATION SHEET**

*Name of firm/company* \_\_\_\_\_

*Required Subsidy per case*      *HKD* \_\_\_\_\_

*Hourly rate*  
*per grade of staff* \_\_\_\_\_

\_\_\_\_\_

*Number and grade of full  
time employees (excluding  
proprietor,            partners,  
director(s)            and  
Appointment Takers) hired  
by the Firm available to  
perform the Services* \_\_\_\_\_

*Length of period of relevant  
practice of firm/company (in  
years and months)* \_\_\_\_\_

*Signature of proprietor/  
partner/director  
authorised to sign the offer* \_\_\_\_\_

*NAME (In block letters)*

*Date* \_\_\_\_\_