# Pilot Scheme for Setting up and Operating Quick Chargers for Electric Taxis at Government Car Parks

#### **Terms of Invitation**

The terms for setting up the quick chargers are largely the same as those in the Invitation of Proposals announced on 16 May 2014 (see the Invitation in Annex), except for the following two changes:

- 1. The Government will provide electricity supply connection point(s) at each of the six TD's car parks. The Licensee(s) i.e. the selected e-taxi supplier(s) shall arrange for connection of the electricity supply to its quick chargers. The electricity supply connection points shall be near the parking spaces allocated to the Licensee(s). The Government will provide in each car park one supply connection point for each Licensee. Exact locations are to be determined in consultation with the Licensee(s). (Para. 2.4 and Schedule 4 of the Invitation in Annex)
- 2. The Government will install signboards at suitable location outside the car park entrance to inform drivers of electric vehicles, including electric taxis, about the availability of the Quick Charging Facilities for their use before they drive the electric vehicles into the Car Park. (*Para. 3.3(b) and (e); 5.6; 5.9; 5.10; Schedule 1(B); A2; 6 and 9 of the Invitation in Annex*)

#### Invitation for Proposal for Setting up and Operating Quick Chargers for Electric Taxis at Government Car Parks

#### 1. INTRODUCTION

1.1. The Chief Executive announced in the 2014 Policy Address to launch a pilot scheme to enable suppliers of electric taxis (e-taxis) to install quick chargers in the Government car parks administered by the Transport Department (TD) to encourage the industry to expand the e-taxi fleet.

#### 2. **INVITATION**

- 2.1. The Environmental Protection Department (EPD) invites existing suppliers of e-taxis and vehicle suppliers who plan to supply e-taxis to Hong Kong (collectively referred as the "e-taxi suppliers") to submit a proposal to set up quick chargers for battery charging of electric vehicles (EVs), including e-taxis, free of charge at six Government car parks administered by TD (TD's car parks). The Government intends to grant non-exclusive licences to selected e-taxi supplier(s) (the "Licensee") which can help facilitating the expansion of e-taxi fleet in Hong Kong to use parking space(s) in TD's car parks to set up and operate quick chargers for providing free charging for any EVs including e-taxis on a pilot scheme of three-year trial period. The Licensee is required to sign a licence agreement ("the Agreement") which sets out its obligations and responsibilities in connection with setting up and operation of quick chargers for free battery charging of any EVs including e-taxis for a three-year trial period at the cost of the Licensee.
- 2.2. The Agreement will be in the form of the agreement as provided in Schedule 1 and will contain terms and conditions in the agreement as set out in Schedule 1 subject to the Government's further revision after Government's consideration of the Licensee's submitted proposal.
- 2.3. The Government will carry out site formation works and supply new cutout for additional electricity supply at the six TD's car parks. The Licensee shall install quick charger(s) only at parking spaces which have already been equipped with 13A standard charger provided by the Government. The Licensee shall not request the Government to cancel any parking spaces in connection with its installation and operation of quick chargers and the Government will not cancel any parking spaces in connection with installation and operation of quick chargers. The maximum

number of quick chargers that can be installed at these car parks is estimated to be 50 but subject to the electricity supply and space requirement of the quick chargers proposed by the Licensee(s). The locations of the six TD's car parks and the estimated maximum number of quick chargers that can be installed are listed in Schedule 2 and the layout plans of these car parks are shown in Schedule 3.

- 2.4. The Government will provide electricity supply connection point(s) at each of the six TD's car parks. The Licensee(s) shall arrange for connection of the electricity supply to its quick chargers. The layout plans of the locations of the electricity supply connection points are shown in Schedule 4.
- 2.5. The Government will continue to adopt the prevailing policies and practices in the management of the six TD's car parks after the quick chargers are installed. Parking spaces to be installed with quick chargers will not be designated exclusively for use by any specific vehicles. EV including e-taxis will have no priority over other vehicles in using the parking spaces. Motorist of a vehicle entering any of the six TD's car parks is required to pay the prevailing parking fee of the car park regardless of whether he is able to use the quick charger in the car park.

#### 3. SUBMISSION OF PROPOSAL

- 3.1. The invitation is restricted to e-taxi suppliers including existing e-taxi suppliers and vehicle suppliers who have a plan to supply e-taxi to Hong Kong.
- 3.2. E-taxi suppliers can propose to set up quick chargers at any car park(s) listed in Schedule 2 but the number of proposed quick chargers in each car park should not be more than that can be supported under the applicable constraints as listed in Schedule 5. The output power of the quick chargers proposed to be installed shall not be less than 40 kW.
- 3.3. In the proposal, the e-taxi supplier shall provide:
  - (a) one copy each of the valid Certificate of Business Registration, the Certificate of Incorporation, the Memorandum and Articles of Association, Notification of First Secretary and Directors, the latest Annual Return (if any) and Notification of Changes of Secretary and Directors (if any) filed with the Companies Registry giving details of its current shareholders and directors;
  - (b) in Schedule 6, (1) the technical specifications of the proposed quick chargers and connecting equipment associated with the quick chargers to be installed at each car park, including the electricity requirements, installation design, photos and drawings showing the dimension of the quick charger, to be installed at each car park, and (2) the number, design and location of the connecting equipment,

- signage and signboard to be installed at each car park;
- (c) in Schedule 7 the taxi models that can be charged by the proposed quick charger and a copy of TD's vehicle type approval document if applicable and if the e-taxi model is yet to be available in Hong Kong, detailed information on vehicle type approval and the uses of the e-taxi model in other places and documentary evidence of the above information:
- (d) in Schedule 8 the proposed number and locations of quick chargers to be installed at each car park and the electricity requirements of the quick chargers; and
- (e) in Schedule 9 an implementation plan for setting up and operation of the quick chargers, connecting equipment, signboard and signage.
- 3.4. The e-taxi supplier shall include in the proposal all other necessary information including documentary evidence to demonstrate that it has the capability to provide free-of-charge battery quick charging service to EV and e-taxis at TD's car parks.
- 3.5. The proposal and the relevant documents should be submitted in duplicate to Environmental Protection Department, Mobile Source Group (Attn. Dr. Alfred YU, E(MS)21), 33/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong, at or before 5:00 p.m. on **16 June 2014**. If a black rainstorm warning signal or typhoon signal No. 8 or above is hoisted between 9:00 am and 12:00 noon on the above deadline, the deadline will be extended to 12:00 noon on the following working day. Saturday is not counted as a working day.

#### 4. SELECTION OF E-TAXI SUPPLIERS

- 4.1. The Government, after considering proposals and information as provided by e-taxi suppliers in accordance with section 3 above, will select up to three e-taxi suppliers according to the type of e-taxi supplier in the following order in decreasing priority for setting up and operation of quick chargers:
  - (1) First priority e-taxi supplier an e-taxi supplier who supplied e-taxis which are in operation in Hong Kong on the day EPD issues this invitation. Priority will be given to the e-taxi supplier that has supplied a larger number of e-taxis that are in operation in Hong Kong at the time.
  - (2) Second priority e-taxi supplier an e-taxi supplier who has the capacity to supply e-taxis which is a model already obtained vehicle type approval from TD in Hong Kong but none of its supplied e-taxis is in operation in Hong Kong on the day EPD issues this invitation. If the number of e-taxi suppliers of this type exceeds the number the Government intends to select, the Government will select among this type of e-taxi suppliers by drawing lots in the presence of a witness.

- (3) Third priority e-taxi supplier an e-taxi supplier who supplied e-taxis that has been in operation or is scheduled to be in operation elsewhere other than Hong Kong. If the number of e-taxi supplier of this type exceeds the number the Government intends to select, the Government will select this type of e-taxi suppliers by drawing lots in the presence of a witness.
- 4.2. If the number of e-taxi suppliers selected according to paragraph 4.1 is less than the number the Government intends to select, the Government will select the e-taxi suppliers among the remaining e-taxi suppliers which are not among the three types set out in paragraph 4.1 by drawing lots in the presence of a witness.
- 4.3. The e-taxi suppliers may be asked to submit further information and details as may be required by the Government. If the e-taxi supplier fails, refuses or omits to do so, its proposal will not be considered further.

#### 5. ALLOCATION OF PARKING SPACES

- 5.1. After selection of e-taxi suppliers, the Government will allocate the parking spaces to the selected e-taxi suppliers for each car park according to the following rules:
  - (i) In the first round of allocation, all selected e-taxi suppliers will be allocated the same number of parking spaces which will be not more than the lowest number of parking spaces requested among all e-taxi suppliers for installing the quick chargers in that car park within the constraints stated in Schedule 5.
  - (ii) If there is any remaining parking space(s) after a round of allocation, the remaining parking space(s) will be allocated in a new round of allocation in accordance with the same rule stipulated in paragraph 5.1(i) among the remaining selected e-taxi suppliers who have not been allocated in full its requested number of parking spaces at that car park.

As illustration, an example is shown in Appendix.

- 5.2. For the allocation process in paragraph 5.1, whenever the number of parking spaces that the Government intends to allocate in a round of allocation is not sufficient for allocating equally among the suppliers, these parking spaces will be allocated to the suppliers by drawing lots in the presence of a witness for that round of allocation.
- 5.3. If there are parking spaces available for allocation after the process in paragraphs 5.1 and 5.2 to the selected e-taxi suppliers is completed, to maximize utilization, the Government will select one other e-taxi supplier which is qualified under section 4 by drawing lots in the presence of a witness and allocate to this supplier the number of parking spaces it requests subject to all the constraints. If there are still parking spaces available after this allocation process, the Government will undergo the same

- process to allocate the remaining parking spaces.
- 5.4. The constraints and the estimated maximum number of parking spaces under the respective constraints at TD's car parks that can be allocated to the selected e-taxi suppliers for installation of quick chargers are listed in Schedule 5.
- 5.5. The Government will inform in writing the selection result, including the number of parking spaces of a car park allocated to each selected supplier. If a selected e-taxi supplier accepts the offer, it shall indicate and confirm its agreement to participate in the pilot scheme by signing and returning the letter to the Government within fourteen (14) days from the date of the letter.
- 5.6. If a selected e-taxi supplier agrees to participate in the pilot scheme, it shall submit working drawings, plans and specifications, electrical schematic diagrams for the installation of the quick charging facilities, the connecting equipment, the signboard and signage for the Government's approval within thirty (30) days from the date of the Government's letter pursuant to paragraph 5.5 hereof. Within fourteen (14) days after receipt of the Government's approval, such selected e-taxi supplier shall submit to the Government the details and locations of the approved quick charging facilities, the connecting equipment, the signage and the signboard for installation in the car park.
- 5.7. The selected e-taxi suppliers shall submit a draft insurance policy (including but not limited to the property damage and third parties legal liability insurance) to the Government for agreement of the terms of the insurance policy required to be effected or maintained by the e-taxi suppliers under the Licence Agreement within fourteen (14) days from the date of the Government's letter pursuant to paragraph 5.5 hereof.
- 5.8. The e-taxi suppliers shall produce to the Government a copy each of the receipts for premium of all insurance policies as agreed by the Government and furnish to the Government a copy each of all such insurance policies, cover notes and other relevant documents for keeping upon their issuance within fourteen (14) days after receipt of the Government's agreement of the draft insurance policy,
- 5.9. A selected e-taxi supplier and the Government will sign the Licence Agreement within fourteen (14) days after the Government has received from this e-taxi supplier the actual insurance policy of which the terms have been agreed by the Government; and the details and location of the approved quick charging facilities, the connecting equipment, the signboard and the signage.
- 5.10. The installation of the quick charging facilities, the connecting equipment, the signboard and the signage shall commence within seven (7) days from the date of the Licence Agreement.

- 5.11. If a selected e-taxi supplier does not sign and return the letter to the Government within fourteen (14) days from the date of the Government's letter pursuant to paragraph 5.5 hereof, its proposal will not be considered further.
- 5.12. The Government is not bound to allocate all the parking spaces in Schedule 2 to the selected e-taxi suppliers. The Government reserves the Government's right to allocate the parking spaces in Schedule 2 to other e-taxi suppliers.

#### 6. LICENCE AGREEMENT

6.1. The selected e-taxi suppliers are required to sign the Agreement with the Government which will last for a three-year period. The Government may at any time, if it thinks fit, amend the Agreement, without prior notice to the selected e-taxi suppliers. Unless and until the Agreement has been executed there is to be no binding agreement between the Government and any e-taxi suppliers.

#### 7. PERSONAL DATA PROVIDED

- 7.1. The e-taxi suppliers' personal data provided in the submission will be used for selecting the e-taxi suppliers.
- 7.2. The e-taxi suppliers' personal data provided in the submission may be disclosed to the parties responsible for the selection of e-taxi suppliers in other government departments and non-government organizations.
- 7.3. The e-taxi suppliers have the right of access and correction with respect to personal data as provided for in Sections 18 and 22 Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. The right of access includes the right to obtain a copy of the e-taxi suppliers' personal data provided in the submission.
- 7.4. Enquiries concerning the personal data collected by means of the submission, including the making of access and corrections, should be addressed to Personal Data Privacy Officer of EPD.

#### 8. CANCELLATION OF INVITATION

- 8.1. The Government reserves the right to cancel this invitation without cause.
- 8.2. All costs involved in the preparation and submission in response to this invitation are to be borne solely by the e-taxi suppliers. The Government does not warrant the correctness, accuracy or completeness of any information contained in this invitation and does not accept any liability for the same.

# 9. ENQUIRIES

9.1. All enquiries regarding the content of this invitation shall be directed to Dr. Alfred Yu of EPD at 2594 6372.

| THIS LICENCE AGREEMENT is Thousand and Fourteen BETWEEN   | •                                       | of                                   | , Two                        |
|---|---|--------------------------------------|------------------------------|
| The Government of the Hong Kon<br>Republic of China as represented by<br>situate at Room 1002, 10/F, Rumse<br>Street, Sheung Wan, Hong Kong ("t | y the Commissioner y Street Multi-store | for Transport, w<br>y Carpark Buildi | whose office is ng, 2 Rumsey |
| The Kong Special Administrative Reg registered office is situate at Registration Certificate No   | gion of the People                      | 's Republic of, Hong Ko              | China whose ong Business     |
| The Government and the Licensee a and collectively as the "Parties".  | are hereinafter indiv                   | idually referred t                   | o as a "Party"               |
| WHEDE A.C.  |   |                                      |                              |

#### WHEREAS:-

- (A) The Government has launched a pilot scheme to enable suppliers of electric taxis to install quick chargers for electric vehicles including electric taxis (the "Quick Charging Facilities") in Government car parks to encourage the trade to expand the electric taxi fleet (the "Pilot Scheme").
- (B) The Government is the owner of the car parks, details of the car parks are set out in Schedule A1 to this Agreement (the "Car Parks" or "Premises"). The Government allows the Licensee to install the Quick Charging Facilities connecting equipment, signboard and signage at the Car Parks on the terms and conditions set out in this Agreement.
- (C) The Car Parks are managed, operated and maintained by the contractors engaged by the Government ("the Contractors" and individually "the Contractor") under the terms and conditions of the relevant effective contracts for management, operation and maintenance of Government car parks ("MOM Contracts").
- (D) The Licensee is selected by the Government by open invitation to install manage, maintain, operate, repair, replace and clean the Quick Charging Facilities at the Car Parks and to remove the Quick Charging Facilities upon expiry of this Agreement in accordance with the terms and conditions of this Agreement.

#### WHEREBY IT IS AGREED AS FOLLOWS:-

#### Government's Responsibilities

1. In consideration of the Licensee observing and performing its obligations under this Agreement, the Government agrees to, free of any fees or charges to the Licensee:

- (a) grant to the Licensee a non-exclusive licence to use parking space(s) in the Car Parks to:
  - (i) provide the Quick Charging Facilities which are open for use by users of electric vehicles including electric taxis at any time free of any fees or charges provided that the users shall pay the prevailing parking fees of the Car Parks to the Government:
  - (ii) install, manage, maintain, operate, repair, replace, clean and remove, at the Licensee's sole expense, the Quick Charging Facilities in or on the location(s) in the Car Parks designated by the Government more particularly shown in Schedule A2 to this Agreement or such other locations in the Car Parks as the Parties shall from time to time agree in writing (the "Designated Locations");
  - (iii) install, manage, maintain, operate, repair, replace, clean and remove, at the Licensee's sole expense, connecting equipment being the cable, conduits, inner ducts, electricity meters, and connecting hardware associated with the Quick Charging Facilities ("Connecting Equipment") at locations in the Car Parks approved by the Government more particularly shown in Schedule A2 to this Agreement (provided always that the electricity consumed by the Quick Charging Facilities and/or the Connecting Equipment will not be on the Government's account and the Government is not and will not be required to pay for any charges in respect of all the electricity consumed by the Quick Charging Facilities and/or the Connecting Equipment);
  - (iv) install, manage, maintain, operate, repair, replace and clean, at the Licensee's sole expense, signboard or similar notice ("Signboard") approved by the Government more particularly shown in Schedule A2 to this Agreement at the Car Park entrance to inform drivers of electric vehicles, including electric taxis, about the availability of the Quick Charging Facilities for their use before they enter the Car Park (provided always that the electricity consumed by the Signboard will not be on the Government's account and the Government is not and will not be required to pay for any charges in respect of the electricity consumed by the Signboard). The Government shall have the right to request the Licensee to arrange for the relocation of the Signboard to other location at the Car Park and in such manner as requested by the Government provided that all costs and expenses for relocating the Signboard shall be borne by the Licensee and the Licensee shall have no right whatsoever to claim any compensation in whatsoever form in respect thereof from the Government;
  - (v) install, manage, maintain, operate, repair, replace and clean, at the Licensee's sole expense, signage or similar notice ("Signage") approved by the Government more particularly shown in Schedule A2 to this Agreement at or on the location(s) in the Car Parks designated by the Government from time to time at its sole discretion for indication of the location and availability of the Quick Charging Facilities at the Car

Parks. The Government shall have the absolute discretion to request the Licensee to arrange for the relocation of the Signage to other location(s) in the Car Parks and all the costs and expenses for relocating the Signage shall be borne by the Licensee and the Licensee shall have no right whatsoever to claim any compensation in whatsoever form in respect thereof from the Government;

- (vi) paint, maintain, repair and replace the road marking of Designated Locations in the Car Parks more particularly shown in Schedule A2 with the electric taxi logo approved by the Government to be painted on the Designated Locations and the decoration at the walls at other locations in the Car Parks and in such a manner as requested by the Government for indication that the Quick Charging Facilities are available at the Car Parks; and
- (vii) access the Car Parks in connection with the matters referred to in Clause 1(a)(i) to (vi) provided that no free parking would be offered to the Licensee in respect thereof;

for the term as specified in this Agreement and on such terms and conditions as are hereinafter contained.

#### The Licensee's Responsibilities

- 2. The Licensee agrees, free of any fees or charges to the Government:
- (a) subject to Clause 16 hereof, to provide and install, at the Licensee's sole expense, the Quick Charging Facilities in or on the Designated Locations, and the Connecting Equipment at the approved locations as stated in Clause 1(a)(iii) and the Signboard and the Signage at the approved locations as stated in Clause 1(a)(iv) and Clause 1(a)(v) respectively in accordance with the terms and conditions of this Agreement;
- (b) subject to Clause 16 hereof, to keep, at the Licensee's sole expense, the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage in operation for twenty-four (24) hours on all days of the year (subject to service suspension or interruption due to reasonable wear and tear and routine maintenance);
- (c) subject to the maximum electricity supply capacity provided by the Government for each of the Car Parks shown in Schedule A2, to arrange and supply at the Licensee's sole expense additional electricity supply for the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage (which should be separated from the electricity supply provided for the operation of the Car Parks) provided that the Licensee shall have no claim whatsoever against the Government in event of its failure to obtain any of such supply for any reason whatsoever, and to acknowledge that the Government may require from time to time to suspend electricity supply of the Car Parks for carrying out maintenance and repair works of its own facilities and the

Quick Charging Facilities service of the Licensees may be affected during the suspension period;

- (d) to make application to the electricity supply companies at the Licensee's sole expense for installation of new electricity meter(s) under the name of the Licensee for supplying electricity to the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage and for the connected works in accordance with the terms and conditions of this Agreement. The electricity consumed by the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage will be payable by the Licensee and on the Licensee's account and the Government is not and will not be required to pay for any charges in respect of all the electricity consumed by the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage;
- (e) subject to Clause 16 hereof, to operate, maintain, repair, clean and replace, at the Licensee's sole expense, the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage in accordance with the terms and conditions of this Agreement and to keep and maintain the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage in a safe, operational and serviceable condition (subject to service suspension or interruption due to reasonable wear and tear and routine maintenance) and ensure the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage meet all applicable safety standards and regulations;
- (f) to paint, maintain, repair, replace and remove at the Licensee's sole expense the road marking of the Designated Locations with the electric taxi logo approved by the Government and the decoration at the walls at other locations in the Car Parks in such a manner as requested by the Government for indication that the Quick Charging Facilities are available at the Car Parks in accordance with the terms and conditions of this Agreement. The Government shall have the absolute discretion to request the Licensee to decorate the walls at other location(s) in the Car Parks for indication that the Quick Charging Facilities are available at the Car Parks and all the costs and expenses for the decoration shall be borne by the Licensee;
- (g) to provide all year round twenty-four (24)-hour telephone hotline service and emergency operational support (collectively "the Hotline Service") at the Licensee's sole expense for the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage.
- (h) at the Licensee's sole expenses at all time during the term of the licence hereby created to take out and maintain insurance policy or such coverage of risks on an all risks basis for the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage and against liabilities arising from any vandalism or any negligence, recklessness or wilful act or omission of the users of the Quick Charging Facilities or any damage or loss or injury which may be suffered by any person including users of the Quick Charging Facilities, any property in the Car Parks and third parties liability by reasons of or arising directly or indirectly out of or in connection with occupation and/or use of the Premises by the Licensee and in relation to the Quick Charging

Facilities, the Connecting Equipment, the Signboard and the Signage with insurers previously approved by the Government (which approval shall not be unreasonably withheld or delayed) with the interest of the Government noted on the policy and with the policy containing such provisions for the protection of the Government as the Government may reasonably require to avoid the interests of the Government being prejudiced by any act, neglect, or default of the Licensee, or any employee, contractor (during the operation stage, the Licensee will arrange with the contractor to take out a third party liability insurance covering its act, neglect or default and including an extension to give protection to the Government), agent or licensee of the Licensee against loss or damage or costs or anything that the Government may be obliged to do arising directly or indirectly out of or in connection with the occupation or use of the Premises by the Licensee and the installation, maintenance, operation, repair, replacement and removal of the Quick Charging Facilities, the Connecting Equipment, the Signboard and/or the Signage by the Licensee and the works by the Licensee under Clause 2(f);

- (i) to duly pay all premiums or other moneys necessary for effecting and keeping up the policies of insurance as required under Clause 2(h) as and when the same become due and to produce to the Government the said certificate or certificates of such insurance and proof of such payments within seven (7) days of the premiums becoming due;
- (j) that the Licensee shall observe and comply with all Ordinances, regulations, bye-laws, rules and requirements of the Government or other competent authority relating to the use and/or occupation of the Premises, and/or the safety of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage and without prejudice to the foregoing the Licensee shall at its sole expense obtain any licence, approval or permit required by the Government or other competent authority in connection with the Licensee's use or occupation of the Premises and the Pilot Scheme and the safety of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage prior to their installation at the Designated Locations and to maintain the same in force during the term of the licence hereby created and to indemnify the Government against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the non-observance of and non-compliance with this provision;
- (k) not to use or permit or suffer the use of the Designated Locations and the location(s) approved or designated by the Government under Clause 1(a)(ii), Clause 1(a)(iii), Clause 1(a)(iv), Clause 1(a)(v) and Clause 1(a)(vi) above (collectively the "Areas") or any part thereof for any purpose other than the Pilot Scheme in accordance with the terms and conditions of this Agreement;
- (l) to ensure that the Quick Charging Facilities are open for use at any time free of any fees or charges by a user of electric vehicle if the charging protocol of the electric vehicle is compatible with that of the Quick Charging Facilities provided that the user shall pay the prevailing parking fees of the Car Parks to the Government;

- (m) to acknowledge that the Designated Locations which are installed with the Quick Charging Facilities are not exclusively used by electric vehicles including electric taxis and they will not have priority on the use of these Designated Locations.
- (n) to acknowledge that a user of the parking space in the Car Park is required to pay the prevailing parking fee of the Car Park regardless of whether he is able to park his electric vehicle or e-taxi at a parking space installed with a Quick Charging Facilities and ensure that such information is stated clearly in the Signage at the Car Park.
- (o) to ensure that adequate safety and security measures are taken for the protection of the Areas, the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage and to acknowledge that the security of the Areas and the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage thereon shall be the sole responsibility of the Licensee;
- (p) not to make or permit or suffer to be made any alteration or addition whatsoever to the Areas or any part thereof or any part of the main structure of the Car Parks or other structural elements thereof without the prior consent of the Government except for the purpose of the matters referred to in Clause 1(a)(i) to (vi) in accordance with the terms and conditions of this Agreement;
- (q) subject to Clause 1(a)(iv) and Clause 1(a)(v) hereof, not to exhibit or erect in the Car Parks or any part thereof any advertising signboard, notice, poster or whatsoever without the prior written consent of the Government;
- (r) not to permit any touting or soliciting for business or the distributing of any pamphlet notice or advertising material anywhere within the Car Parks by any of the Licensee's employees or agents or licensee without the prior written consent of the Government;
- (s) not to store or allow or suffer to be stored in or upon the Car Parks any arms ammunition or unlawful goods gun-powder or saltpeter kerosene or other explosive or combustible or hazardous goods or materials or any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap.295) any regulations made thereunder and any enactment amending or replacing the same without the prior written approval of the Government;
- (t) not to store or allow or suffer to be stored in or upon the Car Parks any goods, things, properties, materials, tools and equipment in connection with daily operation of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage;
- (u) not to overload the electrical wiring, cables or apparatus associated therewith in or serving the Areas and to comply with all respects with all requirements and regulations of the utility companies and the Government with respect to the said utilities;

- (v) to indemnify and keep indemnified the Government, its officers, employees, servants, agents, representatives, contractors and workmen from and against all actions, suits, liabilities, losses, costs, expenses, claims and demands (whether financial or otherwise) whatsoever or howsoever brought or taken in respect of any vandalism or any negligence, recklessness or wilful act or omission of the users of the Quick Charging Facilities or any damage, injury, loss or costs (including but not limited to any legal expenses that may be incurred by the Government or that may be awarded against the Government or the Government agrees to pay and such payment has been mutually agreed by the Government and the Licensee) or anything that the Government may be obliged to do arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the occupation or use of the Premises by the Licensee or users of the Quick Charging Facilities including but not limited to all liabilities arising out of the default or negligence of any person not a party to this Agreement, except to the extent caused by the negligence, default or misconduct of the Government, its officers, employees, servants, agents representatives, contractors, workmen, invitees or licensees (other than the Licensee);
- (w) to be liable for any act, default, negligence or omission of the Licensee's contractors, employees, invitees, licensees or users of the Quick Charging Facilities as if it were the act, default, negligence or omission of the Licensee and to indemnify the Government against all costs, claims, demands, expenses or liabilities to any third party in connection therewith, except to the extent caused by the negligence, default or misconduct of the Government, its officers, employees, servants, agents representatives, contractors, workmen, invitees or licensees (other than the Licensee);
- (x) to accept the Areas in such state and condition as existing on the date on which possession of the Areas is given;
- (y) not to assign, sub-license, mortgage, demise, underlet, charge or otherwise part or share with possession of or otherwise dispose of any of the benefits, rights or interest hereby granted or enter into any agreement so to do without the Government's prior written consent;
- subject to Clause 16 hereof, at the Licensee's sole expense, to conduct annual periodic testing, inspection, and certification ("Certification") in accordance with the relevant requirements of the Electricity Ordinance (Cap. 406) and its subsidiary Electricity (Wiring) Regulations to the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage in accordance with the terms and conditions of this Agreement, and arrange with relevant parties on all works in connection with the Certification, and submit to the Government the test certificate (Form WR2) within two (2) weeks after the completion of Certification; and
- (aa) to submit, at the Licensee's sole expense, to the Government information on monthly usage of the Quick Charging Facilities including the number of charging process and energy consumption for each Car Park on a quarterly basis.

#### Warranties

- 3. The Licensee warrants to the Government that : -
  - (a) the Licensee has the full capacity power and authority to enter into this Agreement upon the terms and conditions of this Agreement;
  - (b) subject to Clause 3(c) and Clause 3(d) hereof, the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage to be used under this Agreement, and the work drawings, plans and specifications, electrical schematic diagrams for the installation of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage for the Government's approval pursuant to Clause 16 of this Agreement shall be or shall consist of original works created, developed or made by the Licensee for the Government during the course of or in connection with this Agreement;
  - (c) the provision and use of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage by the Licensee, the use or possession by the Licensee, the Government and its authorized users of the work drawings, plans and specifications, electrical schematic diagrams for the installation of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage submitted to the Government pursuant to Clause 16 of this Agreement or any part thereof for any of the purposes contemplated by this Agreement does not and will not infringe any intellectual property rights of any person;
  - (d) in respect of any of the Quick Charging Facilities, the Connecting Equipment, the Signboard, the Signage and the work drawings, plans and specifications, electrical schematic diagrams for the installation of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage submitted to the Government pursuant to Clause 16 of this Agreement or any part thereof supplied or used by the Licensee and in respect of which any intellectual property right is vested in a third party:-
    - (i) the Licensee has or shall have a valid and continuing licence under which it is entitled to sub-license the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage submitted to the Government pursuant to Clause 16 of this Agreement and the third party intellectual property rights for itself and for the Government to use the Quick Charging Facilities, the Connecting Equipment, the Signboard, the Signage and the items submitted to the Government pursuant to Clause 16 of this Agreement for any of the purposes contemplated by this Agreement, or
    - (ii) prior to the use of any of the Quick Charging Facilities, the Connecting Equipment, the Signboard, the Signage, and the items submitted to the Government pursuant to Clause 16 of this Agreement, the Licensee will have obtained the grant of all necessary clearances for

itself and for the Government, authorising the use of the Quick Charging Facilities, the Connecting Equipment, the Signboard, and the Signage submitted to the Government pursuant to Clause 16 of this Agreement;

4. The provisions of Clause 3 shall survive the termination of this Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such termination.

#### **Intellectual Property Rights Indemnities**

- 5. The Licensee shall indemnify the Government and keep the Government fully and effectively indemnified against all actions costs claims demands damages expenses (including without limitation the fees and disbursements of lawyers agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings (where that settlement has first been proposed or approved in writing by/on behalf of the Licensee) and liabilities of whatsoever nature arising out of or in connection with any allegation and/or claim that the design, development, use, possession or operation of the Quick Charging Facilities, the Connecting Equipment, the Signboard, the Signage and the work drawings, plans and specifications, electrical schematic diagrams for the installation of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage submitted to the Government pursuant to Clause 16 of this Agreement infringe any intellectual property rights of any person.
- 6. The provisions of Clause 5 shall survive the termination of this Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such termination.

### Term of Agreement

- 7. The term of this Agreement is three (3) years ("Initial Term") commencing on \_\_\_\_\_\_ 2014 (the "Commencement Date").
- 8. The Government may extend the term of this Agreement in writing for a further term of one (1) year and the terms and conditions set out herein (excluding this Clause 8) shall apply to such extended term provided that (a) written notice is served by the Government on the Licensee three (3) months prior to the expiry of the Initial Term stating its intention to extend the term of this Agreement and (b) the Licensee agrees to such extension.

#### Termination of Agreement

9. This Agreement may be terminated forthwith by the Government on giving one (1) month's advance notice in writing to the Licensee if there shall be any breach, non-performance or non-observance of any of the terms and conditions of this Agreement to be performed or observed by and on the part of the Licensee herein contained which is not remedied to reasonable satisfaction of

the Government within ten (10) days of written notice by the Government or if the Licensee shall enter into liquidation whether compulsory or voluntary, or shall enter into any composition with its creditors or suffer any distress or execution to be levied upon its goods, it shall be lawful for the Government at any time to terminate this Agreement forthwith by notice in writing; and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Government in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions;

- 10. If the operation of any of the Car Parks shall terminate at any time for whatsoever reasons or any of the Car Parks shall no longer be open for public use at any time for whatsoever reasons (and such matters shall be decided by the Government at its sole discretion), the Government has the right at any time to terminate the non-exclusive licence granted to the Licensee under Clause 1 (a) of this Agreement in respect of the Car Park(s) which operation is so terminated or which is not open for public use forthwith by notice in writing PROVIDED that the Licensee shall not be entitled to claim for any compensation in whatsoever form in respect thereof and the non-exclusive licence granted to the Licensee in respect of other Car Park(s) which operation is not terminated or is open for public use shall not be affected by termination of the non-exclusive licence granted to the Licensee in respect of the first mentioned Car Park(s).
- 11. On termination of this Agreement, or on termination of the non-exclusive licence granted to the Licensee in respect of the Car Park(s) which operation is so terminated or which is not open for public use the Licensee shall, at its sole expense and to the reasonable satisfaction of the Government, remove the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage from the affected Car Park(s) without any compensation therefore being paid by the Government to the Licensee. The Licensee shall at its sole expense reinstate the affected parts of the Premises to Government's reasonable satisfaction and make good any damage to the Areas and the Premises as a result of such removal (reasonable wear and tear excepted). The Licensee shall complete the removal and reinstatement works within one (1) month from date of the termination of this Agreement or on termination of the non-exclusive licence granted to the Licensee in respect of the affected Car Park(s) which operation is so terminated or which is not open for public use.

#### <u>Implementation of the Pilot Scheme</u>

- 12. Prior to the commencement of the installation of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage, the Licensee shall produce to the Government the receipts for premium of all insurance policies as approved by the Government and furnish to the Government all such insurance policies, cover notes and other relevant documents for keeping upon their issuance.
- 13. The Licensee shall commence installation of the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage for the Car Parks in

- accordance with the terms and conditions of this Agreement within seven (7) days from the date of this Agreement.
- 14. The Licensee shall commence operation of the Quick Charging Facilities, the Signboard and the Signage and the Hotline Service for the Car Parks in accordance with the terms and conditions of this Agreement within six (6) months from the date of this Agreement.

#### Installation, Maintenance, Repair, Replacement and Removal Works

- 15. The Government shall provide such drawings and plans as far as possible that the Licensee may reasonably request (including without limitation design plans such as layout drawings and electrical schematic diagrams for the Designated Locations) in order for the Licensee to design, install, operate, maintain, repair, replace and remove the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage.
- 16. Prior to the commencement of operation, any installation, alteration, addition, replacement and removal works of the Quick Charging Facilities, Connecting Equipment, the Signboard and the Signage, the Licensee shall, at its sole expense, prepare and deliver to the Government working drawings, plans and specifications for such work for Government's approval and shall obtain the approval by the Government in writing. The Licensee shall not request the Government to cancel any parking spaces in connection with its installation and operation of the Quick Charging Facilities and the Licensee acknowledges that the Government will not cancel any parking spaces in connection with installation and operation of the Quick Charging Facilities. No prior written consent will be required for any subsequent repair and routine maintenance works after the commencement of operation of the Quick Charging Facilities.
- 17. The Licensee shall ensure that any of the works within the Premises shall not in any way materially affect the daily operation of the Car Parks and other users of the Car Parks. The Licensee shall not do, cause, permit or suffer anything to be done at any time in or upon the Areas or any part thereof which in the reasonable opinion of the Government may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Government or to other occupiers and users of the Car Parks or any adjoining or neighbouring lots or premises.
- 18. The Licensee shall, at its sole expense, make good any damage caused to any part of the Car Parks arising from its works (reasonable wear and tear excepted).
- 19. On termination of this Agreement, the Licensee shall, at its sole expense and to the reasonable satisfaction of the Government, remove the Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage from the Car Parks without any compensation therefore being paid by the Government to the Licensee. The Licensee shall at its sole expense reinstate the affected parts of the Premises to Government's reasonable satisfaction and make good any damage to the Areas and the Premises as a result of such removal

(reasonable wear and tear excepted). The Licensee shall complete the removal and reinstatement works within one (1) month from the date of termination of this Agreement.

#### Confidentiality and Promotion

- 20. (a) In this Agreement, "Confidential Information" means any or all information whether disclosed in written, electronic, oral or other form identified at the time of provision by the Disclosing Party (hereinafter defined) as proprietary or confidential. "Disclosing Party" means the Party that discloses the Confidential Information to the Receiving Party under or in anticipation of this Agreement and the "Receiving Party" means the Party that receives the Confidential Information from the Disclosing Party.
  - (b) Except as expressly authorized by the prior written consent of the Disclosing Party, the Receiving Party shall:-
    - (i) limit access to any Confidential Information of the Disclosing Party received by it only to its employees, officers, contractors and professional advisors (the "Authorized Persons") who reasonably need access to the Confidential Information in connection with this Agreement and the Pilot Scheme (the "Permitted Purposes"), and only for use in connection therewith;
    - (ii) advise its Authorized Persons having access to the Confidential Information of the proprietary and confidential nature thereof and of the obligations of the Receiving Party set forth in this Clause 20;
    - (iii) take reasonable actions to ensure the Authorized Persons to comply with this Clause 20;
    - (iv) safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care it uses in safeguarding its own similar information or material;
    - (v) use all Confidential Information received by it solely for the Permitted Purposes and for no other purpose whatsoever; and
    - (vi) except as otherwise provided above, not disclose any Confidential Information received by it to any third party.
  - (c) The obligations of confidentiality and restriction on use in Clause 20(b) shall not apply to any Confidential Information of a Disclosing Party which
    - (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the Receiving Party;

- (ii) was lawfully received by the Receiving Party from a third party free of any obligation of confidence or restriction on use in favour of such third party;
- (iii) is required to be disclosed in a judicial or administrative proceeding or by law or by order of a court or governmental departments or otherwise by legal or regulatory authorities or the stock exchange; or
- (iv) is developed by the Receiving Party or the Authorized Persons of the Receiving Party without using or referring to any Confidential Information.
- 21. Subject to Clause 20 hereof, the Government consents to the Car Park's name to be used by the Licensee and the Licensee consents to its name to be used by the Government in any promotional activities and promotional materials for the sole purpose of reflecting the participation of the Government and the Licensee in the Pilot Scheme provided that the Licensee shall not make available to the public or make any public announcement or press release regarding the existence, the content or the performance of any part of this Agreement and the Pilot Scheme without prior written consent of the Government. Save as aforesaid, the Government has the right not to participate in the promotional plan as proposed by the Licensee.

#### Miscellaneous

22. Any or all notices or demands by or from the Government to the Licensee, or the Licensee to Government made under this Agreement, shall be in writing and delivered or sent to the relevant Party at its address, e-mail address, or facsimile number set out below (or such other address, or facsimile number as the addressee has by five (5) days' prior written notice specified to the other Party):

The Government: c/o Transport Department

Address: Room 1002, 10/F, Rumsey Street Multi-storey Carpark

Building, 2 Rumsey Street, Sheung Wan, Hong Kong

Fax: 2827 0759

Attention: Commissioner for Transport

The Licensee:

Address: Fax:

Attention:

23. The waiver of any breach of any term, covenant and condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

- 24. The Quick Charging Facilities, the Connecting Equipment, the Signboard and the Signage shall remain the Licensee's property notwithstanding the fact that certain facilities or equipment may be affixed or attached to the Car Park(s) and shall during the term of this Agreement, or any extension thereof, and upon termination thereof, belong to the Licensee and be replaceable by the Licensee at any time during the term of this Agreement in accordance with the terms and conditions of this Agreement and be removable by the Licensee upon termination of this Agreement in accordance with the terms and conditions of this Agreement.
- 25. The Licensee agrees that no compensation shall be payable by the Government to the Licensee in respect of any loss or damage caused to the Licensee or others by reason of any water flowing on to the Areas or landslip or subsidence on, or to, or of, or from the Areas or by reason of any other causes beyond the control of the Government including but not limited to any loss or damage caused to the Licensee or others by any interruption or failure in the supply of electricity, water or other utilities to the Areas. The Parties agree that if the Areas or any part thereof are rendered unfit for use by fire, storm, wind, water, typhoon, defective construction, white ants, earthquake or other calamity beyond the control of the Government and not attributable to any failure on the part of the Licensee to observe and carry out its obligation herein contained, the Government shall not be required to reinstate the Areas if by reason of their condition or any Ordinances or regulations or other circumstances beyond the control of the Government it is not in its opinion practicable or reasonable so to do. In such case, except the Licensee's obligation in respect of insurance and indemnity under this Agreement hereunder in respect of the Areas or any part thereof which in the Government's reasonable opinion have been so affected shall be suspended for as long as the Areas or any part thereof continue to in the Government's reasonable opinion remain so affected.
- 26. The Government may, without prior notice to the Licensee, close the Areas or the Car Park(s) or any part thereof by reason of any emergency or for any other reason which the Government considers proper or sufficient. The Licensee shall not be entitled to any compensation whatsoever in the event of such closure and the Licensee's rights and obligations hereunder in respect of the Areas or the Car Park(s) or any part thereof so closed shall be suspended for the duration that the Areas or the Car Park(s) or any part thereof is/are closed.
- 27. The benefit of this Agreement is personal to the Licensee and not assignable and the rights given in and the benefits of this Agreement may only be exercised by the Licensee and, without in any way limiting the generality of the foregoing, any of the following acts and events shall be deemed to be a breach of this Clause 27 committed by the Licensee:-
  - (i) The giving by the Licensee a power of attorney or similar authority whereby the donee of the power obtains the right to use the Areas;
  - (ii) The change of the Licensee's business name without the prior consent of the Government; and

- (iii) The holding on trust by the Licensee of the rights to use the Areas.
- 28. The Government shall have the full right to terminate this Agreement if the Licensee, its employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the licence hereby created.
- 29. Each Party shall bear its sole expense in connection with the preparation of this Agreement.
- 30. The Government and/or the Contractor(s) shall be entitled from time to time to make, introduce and amend, adopt or abolish if necessary such rules and regulations as the Government and/or the Contractors may consider necessary for the proper operation, maintenance or management of the Car Park(s) or any part thereof. The Licensee shall, as soon as reasonably practicable after receipt of written notice thereof, observe, comply with and perform such rules and regulations or directions or instructions which may be given or amended by the Government and/or the Contractor(s) from time to time and to indemnify the Government against the breach, non-observance or nonperformance thereof. For the avoidance of doubts, if any part of any provision of this Agreement will derogate the Contractor(s) from its exercise and performance of the powers, duties or obligations under the MOM Contract, such part shall deem having been amended to a reasonable extent that such provision will not derogate the Contractor(s) from its exercise and performance of the powers, duties or obligations under the MOM Contract and the Licensee shall be responsible for any damages caused to the Government arising from such amendment.
- 31. If any part of any provision of this Agreement shall be invalid or unenforceable, such part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions of this Agreement shall be interpreted so as to give the greatest effect possible thereto.
- 32. This Agreement creates a licence only and nothing herein shall give the Licensee any estate or interest in the Areas and the Premises other than that of a licence and the Licensee acknowledges that it does not and shall not claim any other interest or estate of any kind or extent whatsoever in the Car Park(s). The Licensee further acknowledges that in no event that the relationship between the Government and the Licensee be deemed a landlord-tenant relationship.
- 33. The terms and conditions contained herein supersede all prior oral or written understanding between the Parties and constitute the entire agreement between them concerning the subject matter of this Agreement.
- 34. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the Parties.

- 35. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.
- 36. This Agreement shall be construed in accordance with and governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

## Schedule A1

## Details of the Car Parks

- 1. City Hall Car Park, 1 Edinburgh Place, Central
- 2. Tin Hau Car Park, 1 King's Road, Causeway Bay
- 3. Shau Kei Wan Car Park, 1 Po Man Street, Shau Kei Wan
- 4. Sheung Fung Street Car Park, Sheung Fung Street, Wong Tai Sin
- 5. Tsuen Wan Car Park, 174-208 Castle Peak Road, Tsuen Wan
- 6. Rumsey Street Car Park, 2 Rumsey Street, Sheung Wan

#### Schedule A2

# Details of EV Quick Charging Facilities, Designated Locations, and their Maximum Electricity Supply Capacities

## (1) City Hall Car Park

Parking spaces no. XXX, XXX and XXX on the XXX floor. Maximum electricity supply capacity: XX Ampere/KW.

The EV Quick Charging Facilities covered in this agreement include:

| No. | Description  | Designated location | Quantity |
|-----|--|---------------------|----------|
| 1.  | EV quick charger and associated transformer, if any, with charging cable                                 |                     |          |
| 2.  | EV quick charging station user guide notice board  |                     |          |
| 3.  | Parking bay occupancy detection sensor at each of<br>the parking space listed in the designated location |                     |          |
| 4.  | Quick charging station directional signboard   |                     |          |
| 5.  | Illuminated signboard at car park entrance   |                     |          |
| 6.  | Road marking (electric taxi logo) for each parking space listed in the designated location               |                     |          |
| 7.  | (Other facilities to be specified subject to the submission of the e-taxi supplier)                      |                     |          |

# AS WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

| Signed by   | )           |
|---|-------------|
| Mr XXX<br>XXX   | )))         |
| for and on behalf of the Government of the Hong Kong Special<br>Administrative Region of the People's Republic of China | ) )         |
|   | )           |
|   | )           |
| in the presence of:-<br>Mr XXX<br>XXX   | )           |
| Signed by its duly authorized representative  | )           |
| for and on behalf of  | ) ) ) )     |
| in the presence of:-  | )<br>)<br>) |

# Estimated Maximum Number of Electric Taxi Quick Chargers for Installation at Transport Department's Car Parks

| Name of Car<br>Park <sup>[1]</sup> | Address/Location                       | No. of Parking<br>Spaces Now with<br>13 A Standard<br>Chargers <sup>[2]</sup> | Maximum No. of<br>Quick Chargers for<br>Installation <sup>[3]</sup> |
|------------------------------------|--|---|---|
| City Hall Car<br>Park              | 1 Edinburgh Place,<br>Central          | 30  | 8   |
| Tin Hau Car<br>Park                | 1 King's Road,<br>Causeway Bay         | 35  | 9   |
| Shau Kei<br>Wan Car Park           | 1 Po Man Street, Shau                  | 35  | 9   |
| Sheung Fung<br>Street Car<br>Park  | Sheung Fung Street,<br>Wong Tai Sin    | 35  | 6   |
| Tsuen Wan<br>Car Park              | 174-208 Castle Peak<br>Road, Tsuen Wan | 30  | 9   |
| Rumsey<br>Street Car<br>Park       | 2 Rumsey Street,<br>Sheung Wan         | 35  | 9   |
|                                    | Total                                  | 200   | 50  |

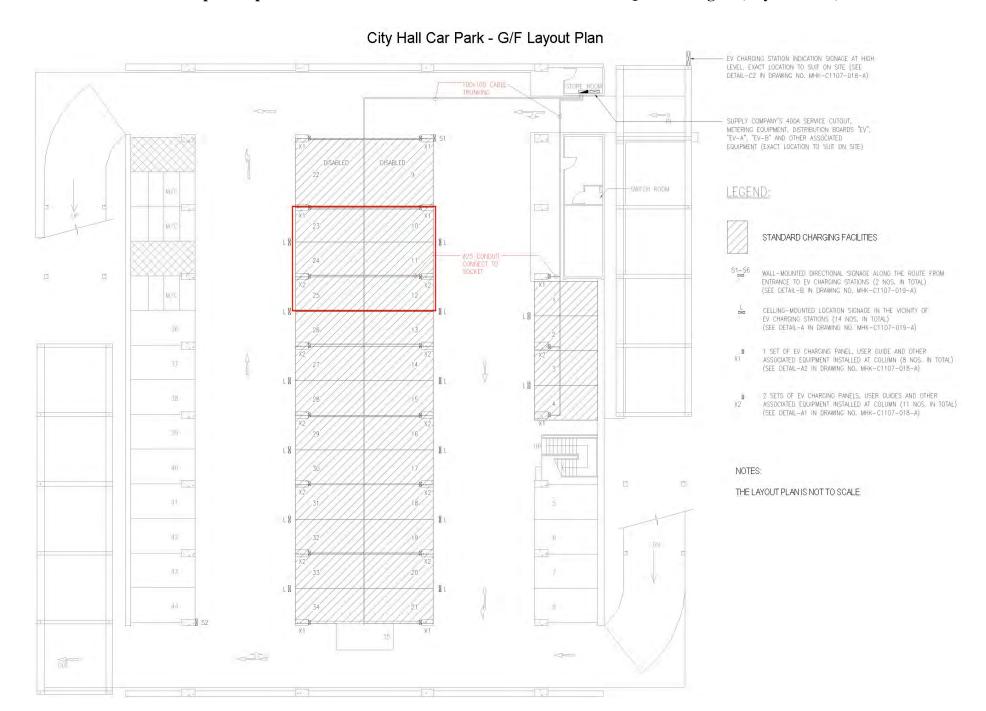
Details about the car parks can be found at Transport Department's website at the below link:

 $<sup>\</sup>underline{http://www.td.gov.hk/en/transport\_in\_hong\_kong/parking/carparks/index.html}$ 

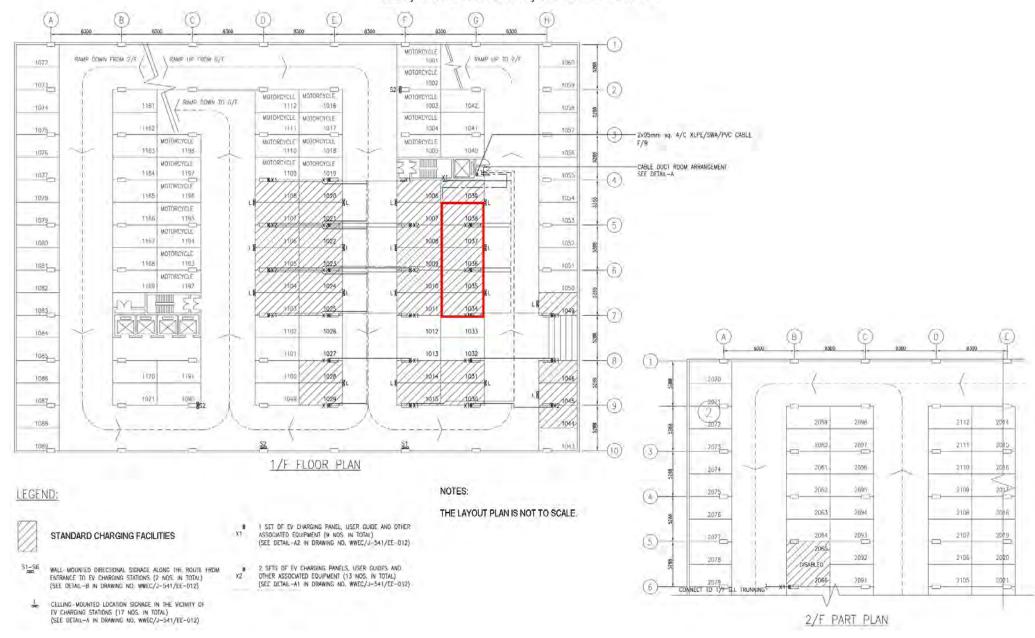
<sup>[2]</sup> Quick charger(s) is/are allowed to be installed at the parking space(s) already equipped with 13 A standard chargers.

Assuming electricity consumption of 63A and wall-mount type charger. The number of quick chargers that can be installed at each car park by the selected e-taxi suppliers depends on the specifications, including the space and electricity requirements, of the quick chargers.

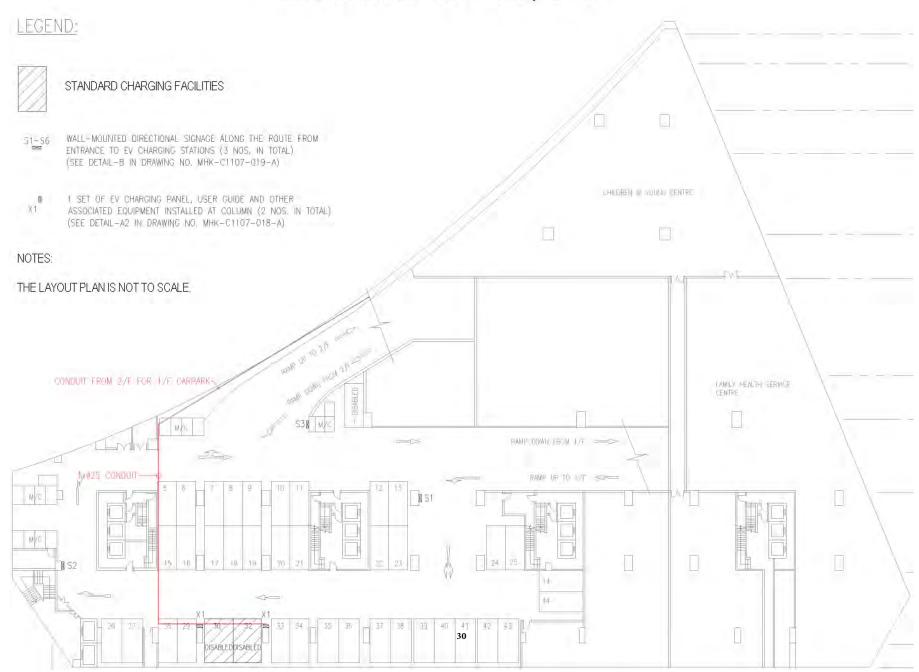
### Transport Department's Car Parks for Installation of Electric Taxi Quick Chargers (Layout Plans)



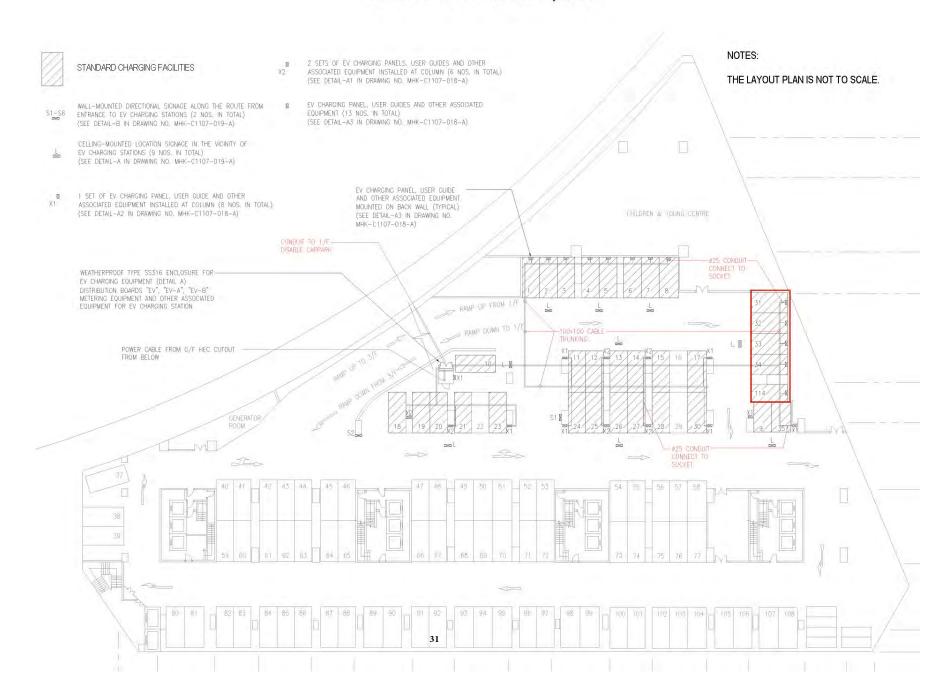
#### Rumsey Street Car Park - 1/F Layout Plan and 2/F Part Plan



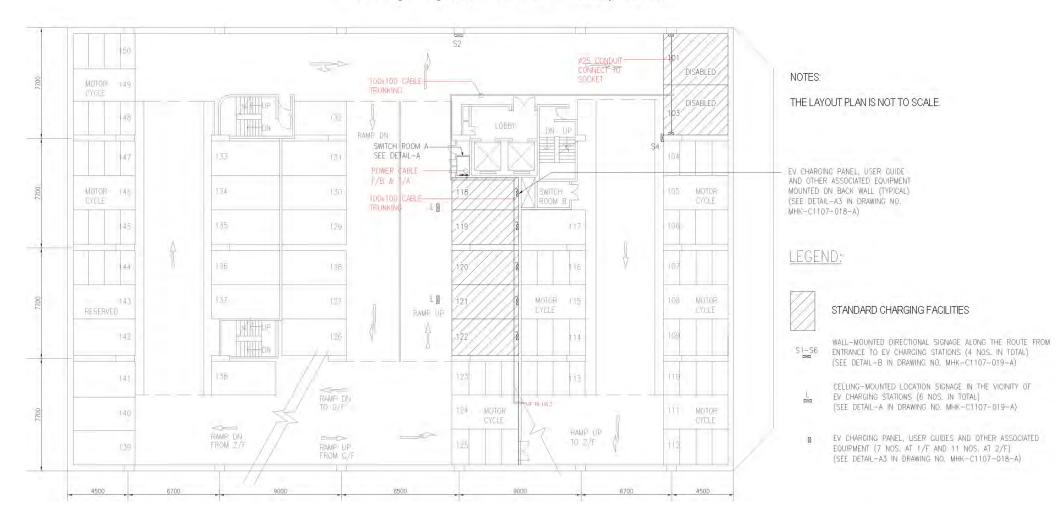
# Shau Kei Wan Car Park - 1/F Layout Plan



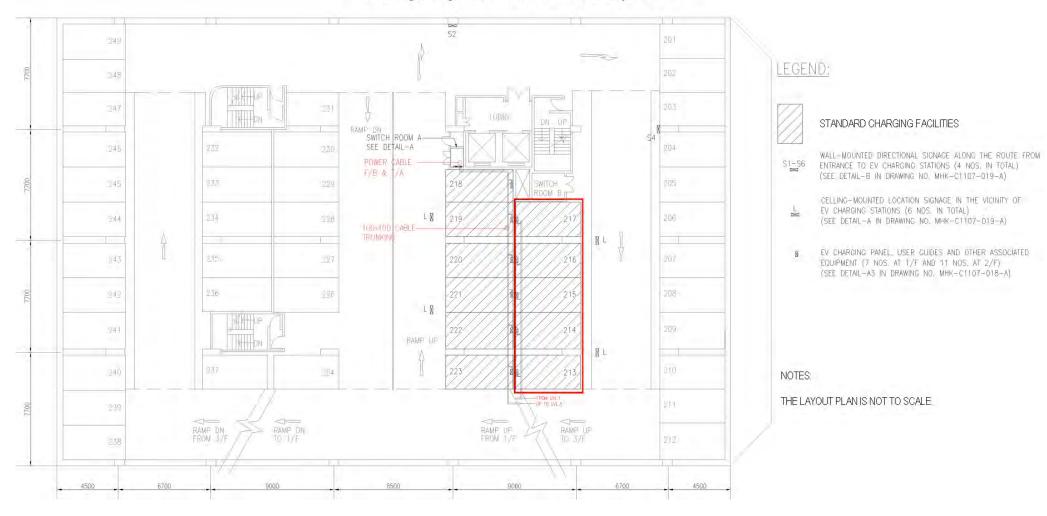
### Shau Kei Wan Car Park - 2/F Layout Plan



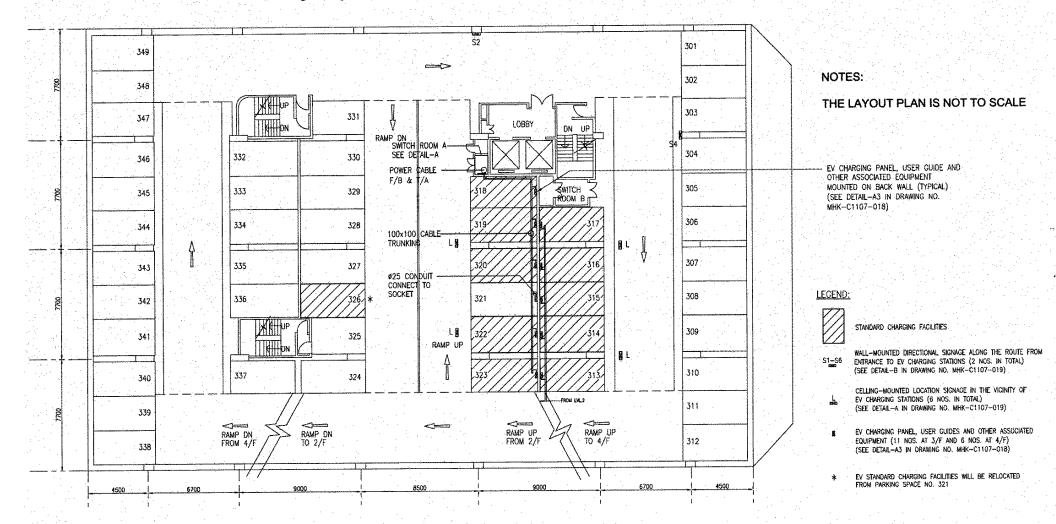
# Sheung Fung Street Car Park - 1/F Layout Plan



# Sheung Fung Street Car Park - 2/F Layout Plan



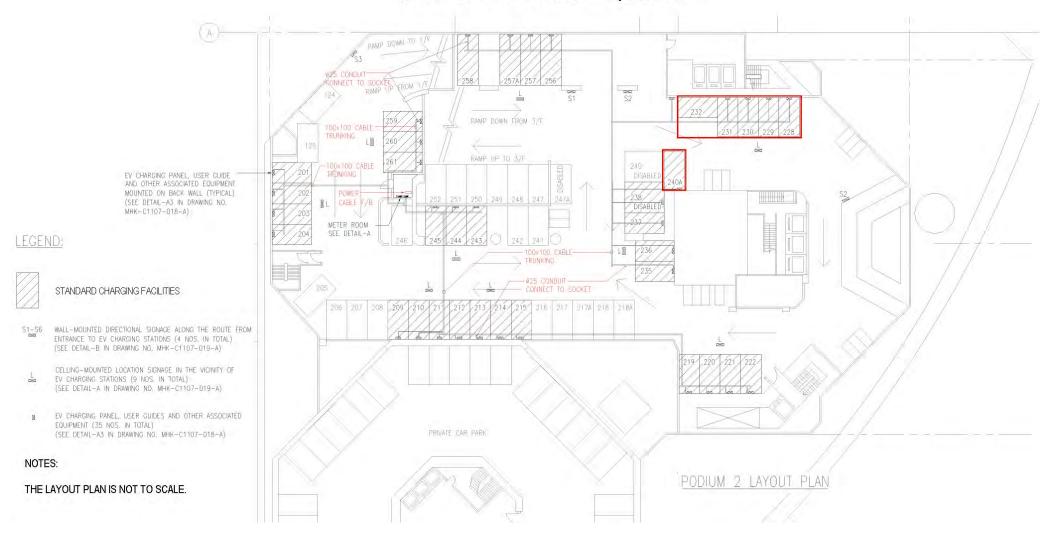
## Sheung Fung Street Car Park - 3/F Layout Plan



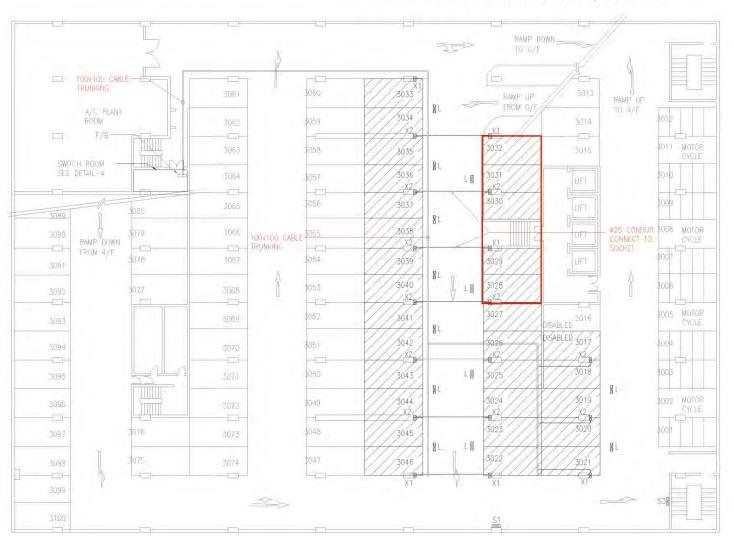
# Sheung Fung Street Car Park - 4/F Layout Plan



Tin Hau Car Park - Podium 2 Layout Plan



# Tsuen Wan Car Park - 3/F Layout Plan



#### LEGEND:



#### STANDARD CHARGING FACILITIES

WALL-MOUNTED DIRECTIONAL SIGNAGE ALONG THE ROUTE FROM ENTRANCE TO EV CHARGING STATIONS (2 NOS, IN TOTAL) (SEE DETAIL-B IN DRAWING NO. MHK-C1107-019-A)

CELLING-MOUNTED LOCATION SIGNAGE IN THE VICINITY OF EV CHARGING STATIONS (13 NOS. IN TOTAL) (SEE DETAIL-A IN DRAWING NO. MHK-C1107-019-A)

1 SET OF EV CHARGING PANEL, USER GUIDE AND OTHER ASSOCIATED EQUIPMENT INSTALLED AT COLUMN (6 NOS. IN TOTAL) (SEE DETAIL-A2 IN DRAWING NO. MHK-C1107-018-A)

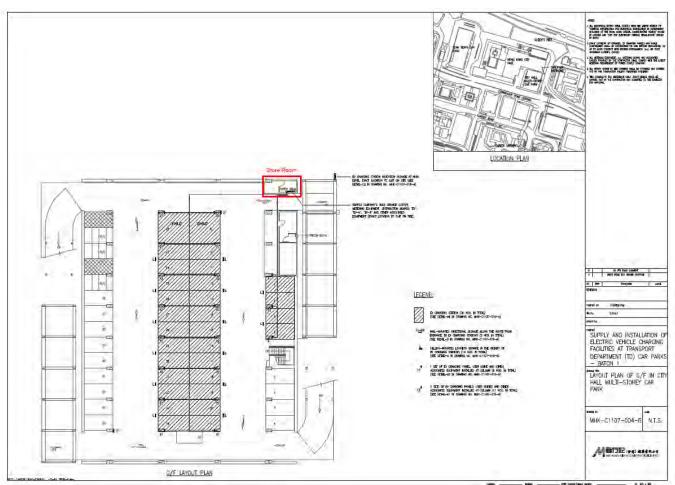
2 SETS OF EV CHARGING PANELS, USER GUIDES AND OTHER ASSOCIATED EQUIPMENT INSTALLED AT COLUMN (12 NOS. IN TOTAL) (SEE DETAIL-A1 IN DRAWING NO. MHK-C1107-018-A)

NOTES:

THE LAYOUT PLAN IS NOT TO SCALE.

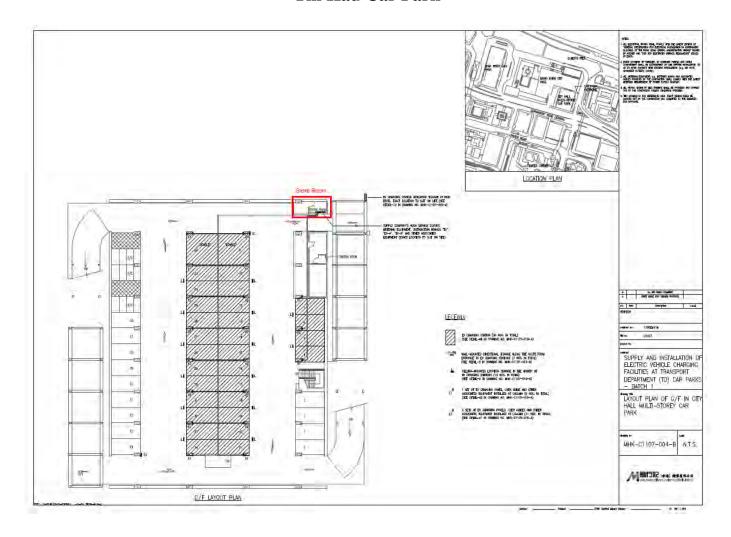
### Electricity Supply Connection Points at Transport Department's Car Parks for Installation of Electric Taxi Quick Chargers (Layout Plans)

# City Hall Car Park

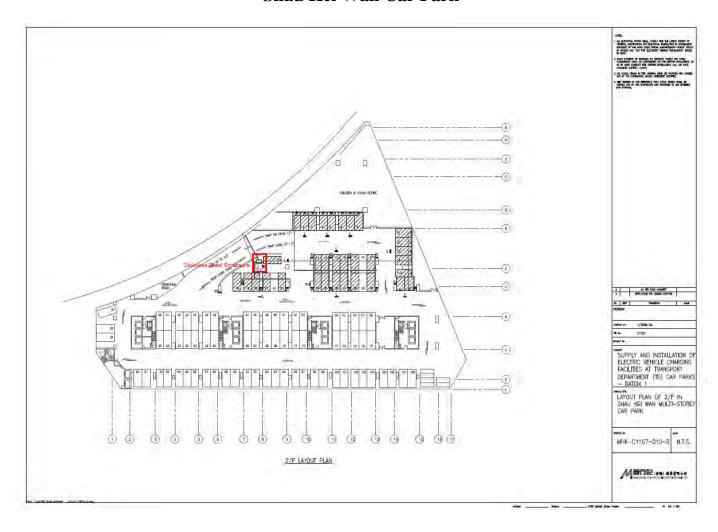


Connection point

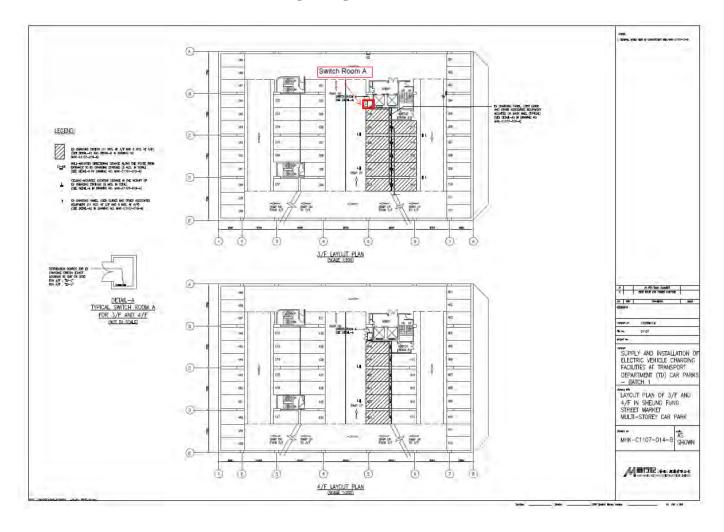
### Tin Hau Car Park



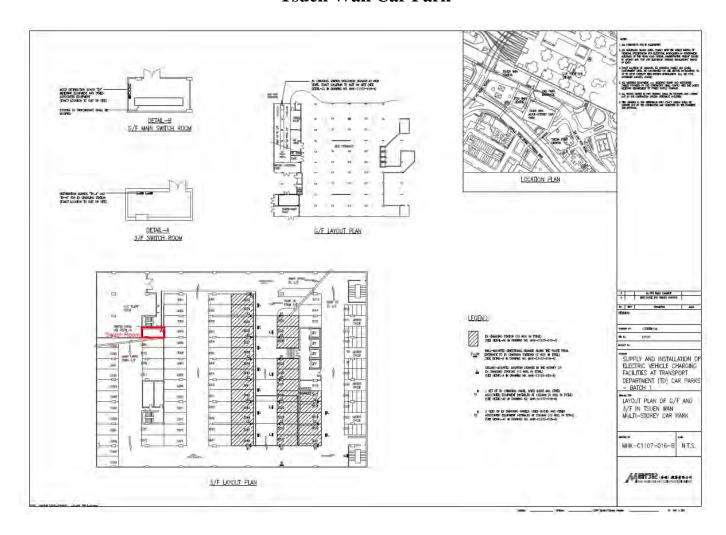
## Shau Kei Wan Car Park



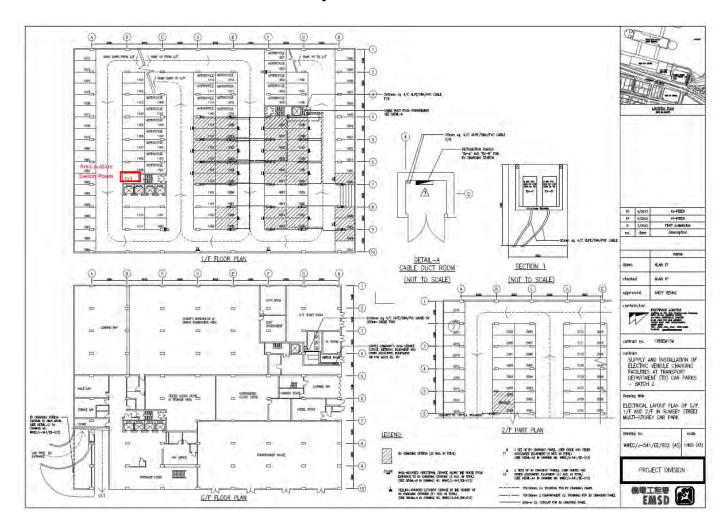
# **Sheung Fung Street Car Park**



### Tsuen Wan Car Park



# **Rumsey Street Car Park**



### **Constraints for Parking Space Allocation**

The maximum number of parking spaces at TD's car parks that can be allocated to selected e-taxi suppliers for installation of quick chargers are listed below:

### (a) Constraint of existing spare electricity capacity

|                             | Maximum Number of Parking Spaces<br>for Installation of Quick Chargers <sup>[1]</sup> |    |  |
|-----------------------------|---|----|--|
| Car Park                    | r Park AC Charger of 63 A DC Charger of   |    |  |
| City Hall Car Park          | 8   | 5  |  |
| Tin Hau Car Park            | 9   | 6  |  |
| Shau Kei Wan Car Park       | 9   | 6  |  |
| Sheung Fung Street Car Park | 6   | 4  |  |
| Tsuen Wan Car Park          | 9   | 6  |  |
| Rumsey Street Car Park      | 9   | 6  |  |
| Total                       | 50  | 33 |  |

Due to spare electricity capacity constraint, installation of one floor-stand type quick charger will reduce one wall-mount type quick charger that can be installed at each car park. Therefore, the maximum number of both floor-stand and wall-mount type quick chargers that can be installed at the 6 car parks is estimated to be 50.

### (b) Constraint of space requirement

|                             | Maximum Number of Parking Spaces for Installation of Quick Chargers |  |  |
|-----------------------------|---|--|--|
| Car Park                    | Wall-mount Type<br>Charger <sup>[1]</sup>                           | Floor-stand Type<br>Charger <sup>[2]</sup> |  |
| City Hall Car Park          | 8   | 2  |  |
| Tin Hau Car Park            | 9   | 3  |  |
| Shau Kei Wan Car Park       | 9   | 5  |  |
| Sheung Fung Street Car Park | 6   | 0  |  |
| Tsuen Wan Car Park          | 9   | 0  |  |
| Rumsey Street Car Park      | 9   | 0  |  |
| Total                       | 50  | 10   |  |

<sup>[1]</sup> Reference dimensions are 400 (L) x 200 (W) x 700 (H) mm

<sup>[2]</sup> Reference dimensions are 800 (L) x 1200 (W) x 1900 (H) mm

The e-taxi suppliers shall provide information in full in this Schedule (1) the technical specifications of the proposed quick chargers and the connecting equipment associated with the quick chargers to be installed at each car park, including the electricity requirements, installation design, and photos and drawings showing the dimension of the quick charger, and (2) the number, design and location of the connecting equipment, signage and signboard to be installed at each car park.

| Company Name of e-taxi Supplier;     |                |   |
|--------------------------------------|----------------|---|
| Authorized Signature:                |                |   |
| Name in Block Letters:               |                |   |
| Date:                                |                | - |
| Fax No.:                             | Telephone No.: |   |
| Registered Office in Hong Kong (if a | pplicable):    |   |
|                                      |                |   |
|                                      |                |   |

The e-taxi supplier shall provide in this Schedule the taxi models that can be charged by the proposed quick charger and provide copy of TD's vehicle type approval document, if applicable and if the e-taxi model is yet to be available in Hong Kong, the e-taxi supplier shall provide detailed information on vehicle type approval document and the uses of the e-taxi model in other places and documentary evidence of the above information.

| Company Name of e-taxi Supplier;     |                |  |
|--------------------------------------|----------------|--|
| Authorized Signature:                |                |  |
| Name in Block Letters:               |                |  |
| Date:                                |                |  |
| Fax No.:                             | Telephone No.: |  |
| Registered Office in Hong Kong (if a | pplicable):    |  |
|                                      |                |  |
|                                      |                |  |

The e-taxi supplier shall provide in this Schedule the proposed number and locations of quick chargers to be installed at each car park and the electricity requirements of the quick chargers.

## Proposed quick chargers to be installed

| Car Park                    | Name of Quick<br>Charger | Proposed<br>Location of<br>Quick Charger | Proposed<br>Number of<br>Quick<br>Charger | Total Electricity<br>Requirement |
|-----------------------------|--------------------------|--|---|----------------------------------|
| City Hall Car Park          |                          |  |   |                                  |
| Tin Hau Car Park            |                          |  |   |                                  |
| Shau Kei Wan Car Park       |                          |  |   |                                  |
| Sheung Fung Street Car Park |                          |  |   |                                  |
| Tsuen Wan Car Park          |                          |  |   |                                  |
| Rumsey Street Car Park      |                          |  |   |                                  |
| Total                       |                          |  |   |                                  |

| Company Name of e-taxi Supplier; _   |                |   |
|--------------------------------------|----------------|---|
| Authorized Signature:                |                | - |
| Name in Block Letters:               |                | - |
| Date:                                |                | _ |
| Fax No.:                             | Telephone No.: |   |
| Registered Office in Hong Kong (if a | pplicable):    |   |
|                                      |                |   |
|                                      |                |   |

for

| e-taxi supplier shall provide informang up and operation of the quick charge |                | = | _ |
|--|----------------|---|---|
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|  |                |   |   |
|  |                |   |   |
| Company Name of e-taxi Supplier;   |                |   |   |
| Authorized Signature:  |                | _ |   |
| Name in Block Letters:   |                |   |   |
| Date:  |                | _ |   |
| Fax No.:   | Telephone No.: |   |   |
| Registered Office in Hong Kong (if a   | pplicable):    |   |   |
|  |                |   |   |
|  |                |   |   |

### **Parking Space Allocation Example**

1. Following are the no. of parking spaces requested by the three selected e-taxi suppliers :

| E-taxi supplier | No. of parking spaces requested in Tin Hau Car Park |
|-----------------|---|
| X               | 2 (50 kW)   |
| Y               | 4 (63 A)  |
| Z               | 5 (63 A)  |

2. Supplier X requested two parking spaces which is the smallest number among all requests. All suppliers will be allocated two parking spaces in the 1<sup>st</sup> round of allocation.<sup>i</sup> The following table list out the parking spaces allocated in the first round:

| E-taxi   | No. of parking spaces requested in | No. of parking spaces allocated in Tin |
|----------|------------------------------------|--|
| supplier | Tin Hau Car Park                   | Hau Car Park (first round)             |
| X        | 2 (50 kW)                          | 2 (50 kW)                              |
| Y        | 4 (63 A)                           | 2 (63 A)                               |
| Z        | 5 (63 A)                           | 2 (63 A)                               |

- 3. After the first round, there are more parking spaces available for allocation. Supplier X will not be allocated any more parking spaces as its request for two parking spaces is already satisfied.
- 4. Supplier Y requested four parking spaces which is the smallest number among the remaining requests. It was allocated two parking spaces in the first round. Two more are needed to satisfy Supplier Y's request but Tin Hau only have enough electricity for a total of two more chargers. Supplier Y and Z will each allocated one parking space in the second round, which is the final round, of allocation. The following table list out the final parking spaces allocated:

| E-taxi   | No. of parking spaces requested in | No. of parking spaces allocated in Tin |
|----------|------------------------------------|--|
| supplier | Tin Hau Car Park                   | Hau Car Park (Final)                   |
| X        | 2 (50 kW)                          | 2 (50 kW)                              |
| Y        | 4 (63 A)                           | 3 (63 A)                               |
| Z        | 5 (63 A)                           | 3 (63 A)                               |

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<sup>&</sup>lt;sup>i</sup> If Tin Hau is constrained by, say, electricity supply that it is capable of supporting only three chargers, each supplier will be allocated one parking space in the first round, which is the final round, of allocation.