



25 MAR 2026

Version for A, R1 to R20 and the public

CTEA / / 2026

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COMPETITION TRIBUNAL ENFORCEMENT ACTION
NO. | OF 2026**

BETWEEN

COMPETITION COMMISSION

Applicant

and

CHEUNG KWING KUEN (張焯權)

1st RespondentSMART GOAL CONSTRUCTION ENGINEERING LIMITED
(俊豪建築工程有限公司) (IN LIQUIDATION)2nd RespondentLERMOND DEVELOPMENT GROUP LIMITED (利民創建集團
有限公司)3rd RespondentDREAM BUILDING CONSTRUCTION ENGINEERING
LIMITED (頂豐建築工程有限公司)4th RespondentLAU SEK CHEUNG (劉錫章) (trading as CHEUNG LEE
CONSTRUCTION CO (祥利建築公司))5th RespondentNGAI LAM BUILDING CONSTRUCTION CO. LIMITED (藝林
建築工程有限公司)6th RespondentWANG YAT CONSTRUCTION LIMITED (宏溢營造工程有限
公司)7th RespondentWAI YIP DEVELOPMENT CONSTRUCTION LIMITED (瑋業
發展建築有限公司)8th RespondentCHUN HUNG CONSTRUCTION & ENGINEERING LIMITED
(竣鴻工程有限公司)9th Respondent

CHAN KIN KEUNG (陳健強)

10th Respondent

CHOW SHUK HA (周淑霞)

11th Respondent

LEE WAI HUNG (李偉雄)

12th Respondent

SIU WING HONG (蕭永康)

13th Respondent

WONG MING KEUNG (黃明強)

14th Respondent

LAU WING SUM (劉永森)

15th Respondent

NGAI SANG WONG (魏生旺)

16th Respondent

LAI KAM CHUEN (黎錦全)

17th Respondent

CHAN KA YUK (陳嘉玉)

18th Respondent

CHAN HEUNG FAT (陳响發)

19th Respondent

LI WAI HUNG (李偉雄)

20th Respondent

ORIGINATING NOTICE OF APPLICATION

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1. This application is made under ss.92(1), 94(1), 96(1) and 101(1) of the Competition Ordinance (Cap. 619) (“**Ordinance**”).

A. THE PARTIES

2. The Applicant is the Competition Commission (“**Commission**”), a body corporate established under s.129 of the Ordinance. The Commission’s address is 19/F, South Island Place, 8 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong.

3. The 1st Respondent, Cheung Kwing Kuen (“**Cheung (R1/DBU)**”), also known by his alias “*Dai B*” (大 B), is:

(1) A shadow director¹ and/or a director (being a person involved in the management²) of the 2nd Respondent, Smart Goal Construction Engineering Limited (in liquidation) (“**Smart Goal (R2/DBU)**”), since June 2022.

(a) Cheung (R1/DBU) financed the acquisition of (i) 50% shares in Smart Goal (R2/DBU) from Chow Kam Hon (“**Chris Chow**”) and (ii) 50% shares in Smart Goal (R2/DBU) from Leung Chit Ho Boris by Ho Tsui Fan (“**TF Ho**”) between June and August 2022.

(i) TF Ho became the sole shareholder of Smart Goal (R2/DBU) since 29 August 2022. She was a director of Smart Goal (R2/DBU) between 21 July 2022 and 18 September 2025. She was also a signatory of Smart Goal (R2/DBU)’s tender documents.

¹ Under s.2(1) of the Ordinance, “*shadow director*” (幕後董事), “*in relation to a company, means a person in accordance with whose directions or instructions all the directors or a majority of the directors of the company are accustomed to act, but a person is not to be regarded as a shadow director by reason only that all the directors or a majority of the directors act on advice given by that person in a professional capacity*”.

² Under s.2(1) of the Ordinance, “*director*” (董事) “*includes any person occupying the position of director or involved in the management of a company, by whatever name called, and includes a shadow director*”.

- (ii) TF Ho was at all material times Cheung (R1/DBU)'s nominee and/or under Cheung's supervision and/or control in relation to the operations of Smart Goal.
 - (iii) Chris Chow handed over his work in Smart Goal to Cheung since July 2022.
- (b) Cheung (R1/DBU) exercised *de facto* control over Smart Goal (R2/DBU)'s operations, including (i) establishing the corporate structure of Smart Goal (R2/DBU) as well as directing and determining the roles and responsibilities of the key individuals involved; and (ii) deciding on the use and allocation of financial resources and on commercial strategy. Cheung exercised such *de facto* control since June 2022; by way of illustration, as pleaded below, Cheung was involved in Smart Goal's submission of bid in relation to the Tsui Lam Tender (defined below) in June 2022.
- (c) Cheung (R1/DBU) represented to be, and was treated as, the ultimate owner of Smart Goal (R2/DBU).
- (2) A director and sole shareholder of the 3rd Respondent, Lermond Development Group Limited ("**Lermond Development (R3/DBU)**"), since 28 December 2020.
- (3) A director and sole shareholder of the 4th Respondent, Dream Building Construction Engineering Limited ("**Dream Building Construction (R4/DBU)**"), since 12 June 2020.
4. The 2nd Respondent, Smart Goal (R2/DBU):
- (1) Was a limited liability company incorporated in Hong Kong on 25 September 2000, having a registered office address at "Flat/ Rm A-D" of "26/F, Block B, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong" ("**26/F Billion Centre**").

- (2) Was at all material times a Registered General Building Contractor (“**RGBC**”) registered with the Buildings Department (“**BD**”), and qualified to bid for contractor tenders generally in building maintenance projects in Hong Kong.
- (3) Was wound up by the Court pursuant to a winding-up order granted on 27 August 2025. On 16 January 2026, Mr Cheung Hok Hin, Alan and Mr Suen Fuk Yuen, Bernie, both of Wing United CPA Limited, were appointed as the Joint and Several Liquidators of Smart Goal (R2/DBU) as a result. Pursuant to the Order of Master J Wong dated 18 March 2026, the Commission was granted leave to commence and proceed with the present enforcement action against Smart Goal (R2/DBU).
5. At all material times, the 3rd Respondent (Lermond Development (R3/DBU)) was, and still is, a limited liability company incorporated in Hong Kong on 13 January 2014. Since 6 March 2020, its registered office address has been at “Unit A” of 26/F Billion Centre. At all material times, it was, and still is, a building sub-contractor, in particular but not exclusively of Smart Goal (R2/DBU), but has no RGBC status.
6. At all material times, the 4th Respondent (Dream Building Construction (R4/DBU)) was, and still is, a limited liability company incorporated in Hong Kong on 9 December 2011. Since 29 April 2021, its registered office address has been at “Unit D” of 26/F Billion Centre. At all material times, it was, and still is, a building sub-contractor, in particular but not exclusively of Smart Goal (R2/DBU), but has no RGBC status.
7. At all material times, the 5th Respondent (“**SC Lau**”) was, and still is, a sole proprietorship in Hong Kong trading as Cheung Lee Construction Co (“**Cheung Lee (R5)**”), having a business registration address at Flat/Room H, 16/F, Wing Hong Factory Building, 18-26 Kwai Fung Crescent, Kwai Chung, New Territories, Hong Kong. At all material times, it was, and still is, an RGBC

registered with the BD, and qualified to bid for contractor tenders generally in building maintenance projects in Hong Kong.

8. At all material times, the 6th Respondent (“**Ngai Lam (R6)**”) was, and still is, a limited liability company incorporated in Hong Kong on 27 August 2008. Since 29 April 2025, its registered office address has been at Room 816, 8/F., Peninsula Centre, 67 Mody Road, Tsim Sha Tsui, Hong Kong. It was, and still is, at all material times, an RGBC registered with the BD, and qualified to bid for contractor tenders generally in building maintenance projects in Hong Kong.
9. At all material times, the 7th Respondent (“**Wang Yat (R7)**”) was, and still is, a limited liability company incorporated in Hong Kong on 30 May 2008. Since 1 January 2026, its registered office address has been at Unit D, 3/F, Freder Centre, 62-68 Sung Wong Toi Road, To Kwa Wan, Hong Kong. It was, and still is, at all material times, an RGBC registered with the BD, and qualified to bid for contractor tenders generally in building maintenance projects in Hong Kong.
10. At all material times, the 8th Respondent (“**Wai Yip (R8)**”) was, and still is, a limited liability company incorporated in Hong Kong on 20 July 2005. Since 3 December 2018, its registered office address has been at Room 312, 3/F, Brill Plaza, 82-84 To Kwa Wan Road, To Kwa Wan, Kowloon, Hong Kong. It was, and still is, at all material times, an RGBC registered with the BD, and qualified to bid for contractor tenders generally in building maintenance projects in Hong Kong.
11. At all material times, the 9th Respondent (“**Chun Hung (R9)**”) was, and still is, a limited liability company incorporated in Hong Kong on 26 October 2010. Since 13 March 2025, its registered office address has been at Room 06, 10/F, International Plaza, 20 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong. It was, and still is, at all material times, an RGBC registered with the BD, and qualified to bid for contractor tenders generally in building maintenance projects in Hong Kong.

12. The 10th Respondent (“**KK Chan (R10/DBU)**”), also known by his aliases “*Ah Keung*” (阿強), “*Ah Dee*”, and “*Bor Tsz Keung*” (波子強), was, and still is, a senior project manager of Dream Building Architects & Surveyors Limited (“**Dream Building Architects**”). Dream Building Architects was, and still is, at all material times, a limited company incorporated in Hong Kong, the registered office address of which is at “Unit A” of 26/F Billion Centre. KK Chan (R10/DBU) acted for and on behalf of, and/or provided services to, the Dream Building Undertaking (defined below) and/or under the “Dream Building” brand.
13. The 11th Respondent (“**Suki Chow (R11/DBU)**”) was an employee of and/or worked for Cheung (R1/DBU) between around 2023 and April 2024. She acted for and on behalf of, and/or provided services to, the Dream Building Undertaking (defined below) and/or under the “Dream Building” brand.
14. The 12th Respondent (“**Hugo Lee (R12/DBU)**”) was an employee of and/or worked for Cheung (R1/DBU) between 2020 and 2023. He acted for and on behalf of, and/or provided services to, the Dream Building Undertaking (defined below) and/or under the “Dream Building” brand.
15. The 13th Respondent (“**Marvin Siu (R13/DBU)**”) was an employee of and/or worked for Cheung (R1/DBU). He acted for and on behalf of, and/or provided services to, the Dream Building Undertaking (defined below) and/or under the “Dream Building” brand.
16. The 14th Respondent (“**MK Wong (R14/DBU)**”) founded Dynamics Architect Limited (全動力建築師有限公司, “**Dynamics Architect**”) on 24 August 2016. He was at all material times and is a director and 50% shareholder of Dynamics Architect. He acted for and on behalf of, and/or provided services to, the Dream Building Undertaking (defined below) and/or under the “Dream Building” brand.
17. The 15th Respondent (“**WS Lau (R15/Cheung Lee)**”) was, and still is, at all material times, the project manager of Cheung Lee (R5). He is the son of SC Lau, the sole proprietor trading as Cheung Lee (R5).

18. The 16th Respondent (“**SW Ngai (R16/Ngai Lam)**”) was at all material times and is (1) a director of Ngai Lam (R6); and (2) the sole shareholder of Ngai Lam (R6) until 25 October 2024 (when he became a 50% shareholder), and the authorized signatory of Ngai Lam (R6) as an RGBC.
19. The 17th Respondent (“**KC Lai (R17/Wang Yat)**”) was, and still is, at all material times, the general manager (and hence additionally a “*director*”)³ of Wang Yat (R7). His ex-wife, Ms Zhang Yu, at all material times since December 2019 held shares in Wang Yat (R7) on behalf of KC Lai (R17/Wang Yat).
20. The 18th Respondent (“**Yuki Chan (R18/Wai Yip)**”) was the administrative manager responsible for the daily business and accounting matters (and hence additionally a “*director*”)⁴ of Wai Yip (R8) between May 2014 and November 2024. She is also a daughter of HF Chan (R19/Wai Yip).
21. The 19th Respondent (“**HF Chan (R19/Wai Yip)**”) was, and still is, at all material times, a director of Wai Yip (R8). He is the father of Yuki Chan (R18/Wai Yip).
22. The 20th Respondent (“**WH Li (R20/Chun Hung)**”), also known by his alias “*Satay*” (沙嗲), was, and still is, at all material times, the sole director and sole shareholder of Chun Hung (R9).

B. THE SUBSTANCE OF THE APPLICATION

23. The present application concerns the following 11 tenders (“**Tenders**”; each a “**Tender**”) for the supply of construction services for the maintenance and repair of the common parts of residential and industrial buildings in Hong Kong (“**Services**”).

³ Per the definition of “*director*” under s.2(1) of the Ordinance.

⁴ Per the definition of “*director*” under s.2(1) of the Ordinance.

- (1) Tsui Lam Estate (11 Tsui Lam Road, Tseung Kwan O, New Territories) (“**Tsui Lam Tender**”) (Tender closing date: 24 June 2022);
- (2) Tak Shun Industrial Building (154 Wai Yip Street, Kwun Tong, Kowloon) (“**Tak Shun Tender**”) (Tender closing date: 30 August 2022);
- (3) Neptune Terrace (11-15 Tai Man Street, Chai Wan, Hong Kong) (“**Neptune Terrace Tender**”) (Tender closing date: 12 October 2022);
- (4) Yen Che Building (27-31 Kowloon City Road, To Kwa Wan, Kowloon) (“**Yen Che Tender**”) (Tender closing date: 16 December 2022);
- (5) Kwai Fung House⁵ (No. 5-11, Ping Lai Path, Kwai Chung, New Territories) (“**Kwai Fung Tender**”) (Tender closing date: 29 December 2022);
- (6) Victory Garden⁶ (153 Tai Loong Street, Kwai Chung, New Territories) (“**Victory Garden Tender**”) (Tender closing date: 14 February 2023);
- (7) Chung Sing Building (57-59 Chung Wui Street and 69-71 Kok Cheung Street, Tai Kok Tsui, Kowloon) (“**Chung Sing Tender**”) (Tender closing date: 2 May 2023);
- (8) 31 Yiu Wa Street (Causeway Bay, Hong Kong) (“**Yiu Wa Tender**”) (Tender closing date: 26 May 2023);
- (9) Tai Ping Industrial Centre, Block 1⁷ (57 Ting Kok Road, Tai Po, New Territories) (“**Tai Ping Tender**”) (Tender closing date: 14 April 2023);

⁵ Smart Goal (R2/DBU) won this Tender.

⁶ Smart Goal (R2/DBU) won this Tender.

⁷ Smart Goal (R2/DBU) won this Tender.

- (10) Wang Fuk Court (3821 Tai Po Road (Yuen Chau Tsai), Tai Po, New Territories) (“**Wang Fuk Tender**”) (Tender closing date: 4 July 2023); and
- (11) Alhambra Building (383-389 Nathan Road, Yau Ma Tei, Kowloon) (“**Alhambra Tender**”) (Tender closing date: 27 September 2023).
24. Smart Goal (R2/DBU), Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) were at all material times RGBCs and competitors in providing the Services in Hong Kong.
- (1) Smart Goal (R2/DBU) submitted bids to each of the Tenders.
- (2) Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) submitted bids to one or more of the Tenders.⁸
25. As set out at paragraph 145 below, Smart Goal (R2/DBU), Lermond Development (R3/DBU) and Dream Building Construction (R4/DBU) formed a single economic unit given the organizational and/or economic and/or legal links that support common control (“**Dream Building Undertaking**” or “**DBU**”). Cheung (R1/DBU) was at all material times the *de facto* controller of the Dream Building Undertaking.
26. Through Cheung (R1/DBU) and other associates,⁹ the Dream Building Undertaking prepared and/or distributed individual pricing instructions (generally known or understood as “*homework*” / “*功課*”) to selected building contractors (“**Instructed Bidders**”)¹⁰ for each of the Tenders. Such “*homework*” contained bidding prices or a part thereof for building maintenance projects under the

⁸ For the avoidance of doubt, the Commission reserves all rights in respect of other tenders to which Smart Goal (R2/DBU), Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8), and/or Chun Hung (R9) submitted bids. This is not intended to be an exhaustive list of tenders whereby the Commission considers their conduct objectionable.

⁹ Including KK Chan (R10/DBU), Suki Chow (R11/DBU), Hugo Lee (R12/DBU), Marvin Siu (R13/DBU) and MK Wong (R14/DBU).

¹⁰ Namely one or more of Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9), as the case may be, for specific Tenders.

Tenders. In respect of each Tender, there is an agreement¹¹ or concerted practice (“**Subject Arrangement**”) between the Dream Building Undertaking and each of the Instructed Bidders (as the case may be for each Tender) that involved:

- (1) The Instructed Bidder(s) pricing its/their bids for one or more of the Tenders in accordance with or by reference to the “*homework*” distributed to it/them, whether in part or in full.
- (2) Further or alternatively, the Instructed Bidder(s) being requested to submit bids for Tenders which, but for an agreement or understanding between the relevant Instructed Bidder(s) and the Dream Building Undertaking, the relevant Instructed Bidder(s) would not have bid for.

27. In competition law terms, the Subject Arrangement involved:

- (1) Fixing the price for the supply of Services by the Instructed Bidders (being the bid amount);
- (2) Bid-rigging in that there was “*a submission ... of bids or tenders that are arrived at by an agreement— (i) that is made between or among 2 or more undertakings [i.e. between DBU and each of the Instructed Bidders, as the case may be]; and (ii) that is not made known to the person calling for or requesting bids or tenders at or before the time when a bid or tender is submitted or withdrawn by a party to the agreement or by an entity controlled by any one or more of the parties to the agreement*”¹²;
- (3) The exchange of competitively sensitive information in respect of the bidding price for each of the Tenders; and/or

¹¹ As defined in s.2(1) of the Ordinance, namely “*any agreement, arrangement, understanding, promise or undertaking, whether express or implied, written or oral, and whether or not enforceable or intended to be enforceable by legal proceedings*”.

¹² As defined in s.2(2)(b) of the Ordinance.

- (4) Market allocation/sharing in that the Tenders (and consequently (a) the tendering consumers and (b) the eventual contracts for the supply of Services with those consumers) are being allocated, or intended to be allocated, to Smart Goal (R2) and/or an Instructed Bidder. In other words, by reason of the Subject Arrangement, Smart Goal (R2) and/or an Instructed Bidder (as the case may be) is designated a higher chance to be selected in the tendering exercise and awarded the eventual contract in respect of the Tenders.
28. With the Subject Arrangement in place, Smart Goal (R2/DBU) won 3 of the 11 Tenders – the Kwai Fung Tender, the Victory Garden Tender and the Tai Ping Tender.
29. Without prejudice to the specific averments herein:
- (1) The objectionable conduct constituting the Contravention(s) (defined below) was widespread and prevalent in the construction industry, with the 11 Tenders geographically spanning Hong Kong Island, Kowloon and New Territories;
 - (2) The objectionable conduct was systematic in that across all Tenders, there was a clear pattern (or *modus operandi*) of how competition was prevented, restricted and/or distorted. It was highly sophisticated and organized, and involved the deployment of codes such as “*homework*” (功課), “*main character*” (主角), “*helper*” (幫手), and “*blow the whistle*” (吹雞).
 - (3) Cheung (R1/DBU) and/or the DBU operated as or through a syndicate, and were involved in at least each of the 11 Tenders over the course of 2 years. They were the mastermind of the cartel, and were very active in the construction industry.
 - (4) As pleaded further below, Cheung (R1/DBU) and/or the DBU devised and deployed this systematic scheme with an objective to secure a significant

market share in the industry. In addressing the DBU, Cheung (R1/DBU) stated that he was confident in challenging the 25% market share threshold, and that in the past, the contract sums were large but the volume was low, but in the future, their volume will be multiple ten-folds of that today. (“我現在, 真的有信心, 挑戰 25%市場佔有率, 從前我們銀碼大量少, 未來我們的量, 會比今天多幾十倍, 信我”).

- (5) The Subject Arrangement involved the making of repeated false representations in the form of Non-collusive Tendering Certificates (“NCTCs”), which (a) were plainly designed to advance public interest in preventing competition contraventions and protect the tendering party, and (b) Smart Goal (R2/DBU) and a number of the Instructed Bidders signed in respect of a number of the Tenders.

30. As detailed below, the Commission seeks relief under the Ordinance as against Smart Goal (R2/DBU), Lermond Development (R3/DBU), Dream Building Construction (R4/DBU), Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) on the basis that, in respect of each Tender, (a) the DBU and (b) each of the 5th to 9th Respondents (as the case may be for each Tender) have contravened the First Conduct Rule (“FCR”) under s.6 of the Ordinance by making and/or giving effect to an agreement, and/or engaging in a concerted practice, the object of which was to prevent, restrict or distort competition in Hong Kong:

- (1) The DBU and Cheung Lee (R5) made and/or gave effect to and/or engaged in the Subject Arrangement in respect of (i) Tsui Lam Tender; (ii) Tak Shun Tender; (iii) Neptune Terrace Tender; (iv) Yen Che Tender; (v) Kwai Fung Tender; (vi) Victory Garden Tender; (vii) Chung Sing Tender; (viii) Yiu Wa Tender; (ix) Tai Ping Tender; (x) Wang Fuk Tender; and (xi) Alhambra Tender, each being a contravention of the FCR.
- (2) The DBU and Ngai Lam (R6) made and/or gave effect to and/or engaged in the Subject Arrangement in respect of (i) Tsui Lam Tender; (ii) Neptune

Terrace Tender; (iii) Kwai Fung Tender; (iv) Victory Garden Tender; (v) Chung Sing Tender; and (vi) Wang Fuk Tender, each being a contravention of the FCR.

- (3) The DBU and Wang Yat (R7) made and/or gave effect to and/or engaged in the Subject Arrangement in respect of (i) Tsui Lam Tender; (ii) Neptune Terrace Tender; (iii) Victory Garden Tender; and (iv) Wang Fuk Tender, each being a contravention of the FCR.
- (4) The DBU and Wai Yip (R8) made and/or gave effect to and/or engaged in the Subject Arrangement in respect of the Tsui Lam Tender, being a contravention of the FCR.
- (5) The DBU and Chun Hung (R9) made and/or gave effect to and/or engaged in the Subject Arrangement in respect of the Neptune Terrace Tender, being a contravention of the FCR.

(each a “**Contravention**”)

31. The Commission also seeks relief under the Ordinance as against Cheung (R1/DBU), KK Chan (R10/DBU), Suki Chow (R11/DBU), Hugo Lee (R12/DBU), Marvin Siu (R13/DBU), MK Wong (R14/DBU), WS Lau (R15/Cheung Lee), SW Ngai (R16/Ngai Lam), KC Lai (R17/Wang Yat), Yuki Chan (R18/Wai Yip) and WH Li (R20/Chun Hung) for their respective involvement in the respective Contravention(s) by having been directly or indirectly, knowingly concerned in or a party to the Contravention(s) pursuant to s.91(d) of the Ordinance and/or aiding, abetting, counselling or procuring any other person in respect of the Contravention(s) pursuant to s.91(b) of the Ordinance.
32. In the event the Competition Tribunal (“**Tribunal**”) determines that Wai Yip (R8) has contravened a competition rule, the Commission further seeks relief under the Ordinance against HF Chan (R19/Wai Yip) for a disqualification order pursuant to s.101 of the Ordinance as (1) he is a director of a company that has contravened

a competition rule,¹³ and (2) his conduct as a director makes him unfit to be concerned in the management of a company.¹⁴

33. The relief sought by the Commission is set out in section D below.

C. GROUND ON WHICH THE RELIEF IS SOUGHT

C1. The Relevant Legal Framework

C1(a) Primary liability: contravention of the First Conduct Rule

34. The first conduct rule, i.e., the “FCR”, is set out at s.6 of the Ordinance and provides that:

“(1) *An undertaking must not –*

(a) make or give effect to an agreement;

(b) engage in a concerted practice; or

(c) as a member of an association of undertakings, make or give effect to a decision of the association,

if the object or effect of the agreement, concerted practice or decision is to prevent, restrict or distort competition in Hong Kong.”

35. Since the FCR is modelled on Article 101(1) of the Treaty on the Functioning of the European Union, the Tribunal has held that EU case law is of “*obvious value*” in relation to the interpretation and application of the FCR.¹⁵

¹³ See requirement in s.102(a) of the Ordinance.

¹⁴ See requirement in s.102(b) and s.103 of the Ordinance.

¹⁵ *Competition Commission v Nutanix Hong Kong Limited and others (“Nutanix”)* [2019] HKCT 2 at §24.

Undertaking

36. Pursuant to s.2(1) of the Ordinance, an undertaking means “*any entity, regardless of its legal status or the way in which it is financed, engaged in economic activity, and includes a natural person engaged in economic activity.*”
37. The Court of Appeal has emphasised that, “*Even though the determination of pecuniary penalties is a ‘localised affair’, it must be recognised that the concept of an undertaking lies at the heart of the competition law in Hong Kong and this is derived from EU jurisprudence.*”¹⁶ The concept of an undertaking “*must be understood as designating an economic unit even if in law that economic unit consists of several persons, natural or legal ...*”.¹⁷
38. The court will have regard to the evidence on (1) the economic, organisational and legal links that connect the two legal entities; and (2) the existence of a specific link between the economic activity of the entities in question and the subject matter of the infringement.¹⁸
39. Similarly, the acts of an agent may be attributed to its principal, and those of a commercial representative to the firm it represents. Various factors may be relevant to the question and different factors may attract different weight in different situations. One approach is to ask whether or not there is unity of conduct of the relevant entities on the market. Whether third parties perceive the principal and agent as forming a single economic entity is a relevant factor.¹⁹
40. The acts of an employee may also be imputed to an employer undertaking for the purposes of the FCR. In order to determine whether an employee’s actions are attributable to an employer undertaking, “[t]here must be a sufficient connection between the acts of the employee in question and the undertaking so that the

¹⁶ *Competition Commission v W. Hing Construction Company Limited and others (“W. Hing”)* [2022] HKCA 786, [2022] 5 HKC 121 at §41.

¹⁷ *W. Hing* [2019] HKCT 3 §302.

¹⁸ C-882/19 *Sumal SL v Mercedes Benz Trucks España SL* [2022] 5 CMLR 1 at §§51-52.

¹⁹ *W. Hing* [2019] HKCT 3 §§304-307.

*former can properly be regarded as part of the latter in the relevant context. Where the employer has put the employee in his position to do the kind of acts in question, it will often be fair to conclude that the employer has engaged in economic activity through the employee and is answerable for the manner in which the employee has conducted himself in that appointment.”*²⁰

41. Where an undertaking contravenes a competition rule, it is for the undertaking to answer for the infringement. Pecuniary penalties, while ultimately payable by legal or natural persons, are imposed and determined with reference to economic activities and conduct of undertakings. Persons constituting the undertaking are jointly and severally liable for the infringement of the competition rule, and in turn the pecuniary penalty which is imposed on the undertaking.²¹
42. It has been held under EU jurisprudence that “*if the undertakings responsible for damage caused by infringement of the EU competition rules could escape liability by simply changing their identity through restructurings, sales or other legal or organisational changes, the objective pursued by that system and the effectiveness of those rules would be jeopardised*”.²²

Collusion

43. The forms of collusive conduct prohibited under the FCR – i.e., the concepts of “*agreement*” and “*concerted practice*” – are framed broadly and “*are intended ... to catch forms of collusion having the same nature and are only distinguishable from each other by their intensity and the forms in which they manifest themselves.*”²³
44. The term “*agreement*” is defined under s.2(1) of the Ordinance as including “*any agreement, arrangement, understanding, promise or undertaking, whether express or implied, written or oral, and whether or not enforceable or intended to*

²⁰ *Nutanix* [2019] HKCT 2 at §§368-372, and §372 in particular.

²¹ *Competition Commission v Fungs E&M Engineering Co Ltd and others* [2022] 3 HKLRD 84 at §§33, 41.

²² C- 724/17 *Vantaan kaupunki v Skanska Industrial Solutions Oy and others*, at §46.

²³ *Nutanix* [2019] HKCT 2 at §34.

be enforceable by legal proceedings". The Tribunal has explained that *"the concept of agreement centres around the existence of a concurrence of wills between at least two parties, the form in which it is manifested being unimportant so long as it constitutes the faithful expression of the parties' intention. It is sufficient that the undertakings in question should have expressed their common intention to conduct themselves on the market in a specific way."*²⁴

45. A *"concerted practice"* is not defined in the Ordinance but is a concept borrowed from EU jurisprudence and has been held to constitute an even looser but still prohibited form of collusion, i.e., *"a form of coordination between undertakings by which, without it having been taken to the stage where an agreement properly so-called has been concluded, practical cooperation between them is knowingly substituted for the risks of competition."*²⁵
46. These broad definitions intend to capture *"all collusion between undertakings, whatever the form it takes"*, since *"the distinction [between "agreement" and concerted practice]" is made solely with the intention of catching such various forms of collusion*".²⁶ For example, any direct or indirect contact between economic operators of such a nature as to disclose to a competitor the course of conduct which they themselves have decided to adopt or contemplate adopting on the market, where the object or effect of such contact is to create conditions of competition which do not correspond to the normal conditions of the market in question, constitutes a concerted practice. It is not therefore necessary to show that the competitor in question has formally undertaken to adopt a particular course of conduct. It is sufficient for only one participant to reveal its future intentions or other competitive information, since the recipient cannot normally fail to take that information into account when formulating its policy on the market.²⁷

²⁴ *Nutanix* [2019] HKCT 2 at §26

²⁵ *Nutanix* [2019] HKCT 2 at §28

²⁶ *Nutanix* [2019] HKCT 2 at §34(1), (4).

²⁷ *Nutanix* [2019] HKCT 2 at §§31-33

Anti-competitive object

47. It is well established that an anti-competitive object and an anti-competitive effect are alternative conditions in determining whether certain conduct is prohibited by the FCR.²⁸ Certain types of coordination between undertakings reveal a sufficient degree of harm to competition, by their very nature, for the examination of their effects to be considered unnecessary.²⁹ Accordingly, where it is established that an agreement has the “*object*” of preventing, distorting or restricting competition, it can be concluded there is an infringement of the FCR without having to consider the actual effects of the agreement on competition.³⁰
48. In order to determine whether an agreement or concerted practice constitutes a restriction by object, regard must be had to the content of its provisions, its objectives and the economic and legal context of which it forms part.³¹ However, this does not require a full examination of economic effects, which would defeat the purpose of proscribing restriction of competition by object in the first place.³² The matter is assessed objectively: although the parties’ subjective intention is not a necessary factor, there is nothing prohibiting that factor from being taken into account.³³
49. An agreement may be found to have an anti-competitive object even if it also pursues legitimate aims/objects, and it is sufficient if one of its objects is to prevent, restrict or distort competition.³⁴ So too, the agreement need not have been implemented in order for it to have an anticompetitive object. It is sufficient that the agreement has the potential (as against actual) negative impact on competition.³⁵

²⁸ *Nutanix* [2019] HKCT 2 at §35.

²⁹ *Nutanix* [2019] HKCT 2 at §384(1)-(2).

³⁰ *Nutanix* [2019] HKCT 2 at §35.

³¹ *Nutanix* [2019] HKCT 2 at §§37-38, 384(3); *W. Hing* [2019] HKCT 3 at §105.

³² *W. Hing* [2019] HKCT 3 at §108.

³³ *Nutanix* [2019] HKCT 2 at §384(4).

³⁴ Ordinance s.7(1); *Nutanix* [2019] HKCT 2 at §387; *W. Hing* [2019] HKCT 3 at §§115-121.

³⁵ *Nutanix* [2019] HKCT 2 at §§389-390.

50. An undertaking may be taken to have made or given effect to an agreement that has as its object the prevention, restriction or distortion of competition even if that object can be ascertained only by inference.³⁶
51. The Tribunal has previously found price-fixing,³⁷ customer allocation/market sharing,³⁸ bid-rigging³⁹ and the sharing of details of quotations (including pricing information)⁴⁰ as having the object of preventing, restricting or distorting competition.

Tendering Process

52. The essential feature of a tendering process conducted by a customer is the expectation on the part of the customer that it will receive, as a response to its tender, a number of independently articulated bids formulated by contractors wholly independent of each other. A tendering process is designed to produce competition in a very structured way. The importance of the independent preparation of bids is sometimes recognised in tender documentation by imposing a requirement on the tenderers to certify that they have not had any contact with each other in the preparation of their bids. This is important from the standpoint of the customer, since the tendering process is designed to identify the contractor that is prepared to make the most cost-effective bid. The competitive tendering process may be interfered with if the tenders submitted are not the result of individual economic calculation but of knowledge of the tenders by other participants or concertation between participants. Such behaviour by undertakings leads to conditions of competition which do not correspond to the normal conditions of the market.⁴¹

³⁶ Ordinance s.7(2).

³⁷ *W. Hing* [2019] HKCT 3 at §§142-146.

³⁸ *W. Hing* [2019] HKCT 3 at §§135-136.

³⁹ *Nutanix* [2019] HKCT 2 at §§437-439.

⁴⁰ *Competition Commission v Quantr Ltd and Cheung Man Kit* [2020] HKCT 10 at §8.

⁴¹ *Nutanix* [2019] HKCT 2 at §393 (citing *Apex Asphalt and Paving Co Ltd v Office of Fair Trading* [2005] CAT 4 at §§208-209)

Price fixing

53. Agreements between competitors with the aim of fixing, maintaining, increasing or otherwise controlling prices (generally termed price fixing agreements) are examples of agreements with the object of harming competition.⁴²
54. In §6.11 of the FCR Guideline, it is stated that “... *price fixing may take a number of forms. It may, for example, involve directly agreeing upon a specified price, the amount or percentage by which prices are to be increased or a price range. Price in this context includes any element of price and, in particular, includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of products. An agreement with respect to an element of price amounts to price fixing*”.
55. It has been held that agreements on cover quotes have as their object the restriction of competition, and they are amongst the most serious restrictions of competition as they can be classified as “*agreements on prices and customer-sharing*”.⁴³
56. Further, price fixing can be achieved by indirect means. This includes where, for example, undertakings agree not to quote a price without consulting competitors, or not to charge less than any other price in the market. Similarly, the exchange of information on future price intentions may be assessed as price fixing.⁴⁴
57. In addition to being regarded as being anti-competitive by object, price-fixing also falls within the definition of “*serious anti-competitive conduct*” in s.2 of the Ordinance (“**SAC**”).

⁴² For example, in *W. Hing* (supra), an agreement between decoration contractors to adopt the same “package prices” for standardized renovation packages in their respective promotion flyers was held as having the object of harming competition.

⁴³ C-440/11 P *Commission v Stichting Administratiekantoor Portielje* EU:C:2013:514 at §§10, 95, 111.

⁴⁴ FCR Guideline, §6.12.

Bid-rigging

58. Bid-rigging is defined in s.2(2)(b) of the Ordinance to mean, *inter alia*, “(b) a submission, in response to a call or request for bids or tenders, of bids or tenders that are arrived at by an agreement — (i) that is made between or among 2 or more undertakings; and (ii) that is not made known to the person calling for or requesting bids or tenders at or before the time when a bid or tender is submitted or withdrawn by a party to the agreement or by an entity controlled by any one or more of the parties to the agreement”.
59. There are four basic elements to the statutory definition in (b): (1) there is an agreement; (2) the agreement must be made between two or more undertakings; (3) there is a submission of bids or tenders that are arrived at by the agreement; and (4) the agreement is not made known to the person calling for or requesting the bids or tenders at or before the time when a bid or tender is submitted.⁴⁵
60. In particular, the statutory definition requires a submission (in response to a call or request) of bids or tenders that are arrived at by the agreement. With respect to the requirement that the bids must be “arrived at” by the agreement, “*the outcome of the impermissible agreement or arrangement must lead to the bid and not simply relate to steps in the preparation of the bid.*”⁴⁶
61. That statutory definition has relevance only in the context of the definition of “*serious anti-competitive conduct*”.⁴⁷
62. The notion of bid-rigging that contravenes the FCR is broader than (but includes) that statutory definition. It may take a number of forms, including undertakings agreeing to bid suppression, bid rotation, and cover bidding and/or take other action that reduce the competitive tension in the bidding process, such as by

⁴⁵ *Nutanix* [2019] HKCT 2 §492.

⁴⁶ *Nutanix* [2019] HKCT 2 §506.

⁴⁷ See s.2(2) of the Ordinance and *Nutanix* [2019] HKCT 2 at §450

agreeing minimum bidding prices or agreeing that the winning bidder will reimburse other bidders' bid costs.⁴⁸

Exchange of information

63. An agreement or concerted practice with the object of harming competition may involve an exchange of competitively sensitive information.⁴⁹ In this context, “*competitively sensitive information*” includes information relating to price, elements of price or price strategies, customers, production costs, quantities, turnover, sales, capacity, product quality, marketing plans, risks, investments, technologies and innovations. Information relating to price and quantities is generally considered to be the most competitively sensitive.⁵⁰
64. An exchange of information which is capable of removing uncertainty between participants as regards the timing, extent and details of the modifications to be adopted by the undertakings concerned in their conduct on the market must be regarded as pursuing an anti-competitive object.⁵¹ If competitors share information in private on their future individual intentions or plans with respect to price, such exchange has the object of harming competition.⁵²
65. A causal connection between the concerted practice and the market conduct of the undertakings concerned may be presumed or inferred, even if the concerted action is the result of a single meeting.⁵³ Subject to proof to the contrary, the presumption or inference is that undertakings taking part in the concerted action and remaining

⁴⁸ FCR Guideline §§6.27-6.28.

⁴⁹ FCR Guideline, §2.28-2.30.

⁵⁰ FCR Guideline, §6.39.

⁵¹ Case C-286/13 P, *Dole Food Company Inc, & Dole Fresh Fruit Europe v European Commission* [2015] 4 CMLR 16 at §§122, 127.

⁵² FCR Guideline at §6.40; Joined cases T-202/98, T-204/98, and T-207/98 *Tate & Lyle* [2001] ECR II-2035, §§58 and 60; *Rhone Poulenc v European Commission*, EU:T:1991:56, §§122 – 124.

⁵³ Case C-8/08 *T-Mobile Netherlands BV, KPN Mobile NV, Orange Nederland NV and Vodafone Libertel NV v Raad van bestuur van de Nederlandse Mededingingsautoriteit* ECLI:EU:C:2009:343 at §53 and 62.

active on the market take account of the information exchanged with their competitors for the purposes of determining their conduct on that market.⁵⁴

66. The FCR Guideline provides at §§2.28 to 2.30:

- (1) The Commission will likely conclude that there exists a concerted practice with the object of harming competition where competitively sensitive information such as an undertaking's planned prices or planned pricing strategy is exchanged between competitors in circumstances where:
 - (a) the information is given with the expectation or intention that the recipient will act on the information when determining its conduct in the market; and
 - (b) the recipient does act or intends to act on the information.
- (2) Without a legitimate business reason for an information exchange of this kind, the Commission will likely infer from the information exchange that the party providing the relevant information had the requisite expectation or intention to influence a competitor's conduct in the market.
- (3) Similarly, absent a legitimate business reason for taking receipt of the information exchanged or other evidence showing that the recipient did not act or intend to act on the information when determining its conduct in the market, the Commission will likely infer that the recipient undertaking acted on or intended to act on the information exchanged.

Market Allocation / Sharing

67. At §6.17 of the FCR Guideline, it is stated that: "*Market sharing agreements are agreements between competitors that seek to allocate sales, territories, customers or markets for the production or supply of particular products. Market sharing entails competing undertakings agreeing to divide up a market so that the*

⁵⁴ Case C-199/92 P, *Hüls AG v Commission* [1999] ECR I-4287 at §162.

undertakings are 'sheltered' from competition in their allotted portion of the market."

68. Market allocation / sharing agreements are paradigmatic cases and clearly prime examples of conduct that fall within the category of infringement by object and are regarded by their very nature as being harmful to the proper functioning of normal competition.⁵⁵
69. Market sharing arrangements eliminate or reduce competition in respect of the aspect of the market being shared. It is a particularly pernicious form of anti-competitive conduct: it removes or reduces choice for customers and insulates the suppliers from the dynamic effects of rivalry between themselves. The serious nature of the distortion of competition by a market allocation arrangement has been marked in the Ordinance by classifying such conduct (amongst others) as "*serious anti-competitive conduct*".⁵⁶

Serious anti-competitive conduct

70. Under s.2(1) of the Ordinance, SAC means "*any conduct that consists of any of the following or any combination of the following - (a) fixing, maintaining, increasing or controlling the price for the supply of goods or services; (b) allocating sales, territories, customers or markets for the production or supply of goods or services; ... (d) bid-rigging*".⁵⁷
71. Whether conduct constitutes SAC is a separate consideration from whether it contravenes the FCR or has the object or effect of harming competition.⁵⁸

⁵⁵ *W. Hing* [2019] HKCT 3 at §§110-111, 135

⁵⁶ *W. Hing* [2019] HKCT 3 at §§124-125

⁵⁷ Ordinance s.2(1) (definitions).

⁵⁸ *Nutanix* [2019] HKCT 2 at §448.

C1(b) *Personal liability: involvement in a contravention*

72. The Commission is empowered to apply for a pecuniary penalty to be imposed on any person it has reasonable cause to believe: (1) has contravened a competition rule (including the FCR); or (2) has been involved in a contravention of a competition rule.⁵⁹ If the Tribunal is satisfied that the person has so contravened or been involved in such a contravention, it may also make any order it considers appropriate (including all or any of the orders specified in Schedule 3 to the Ordinance).⁶⁰
73. S.91 of the Ordinance provides that a person being “*involved*” in a contravention of a competition rule – a definition which includes the FCR – means a person who:
- (a) attempts to contravene the rule;
 - (b) aids, abets, counsels or procures any other person to contravene the rule;
 - (c) induces or attempts to induce any other person, whether by threats or promises or otherwise, to contravene the rule;
 - (d) is in any way, directly or indirectly, knowingly concerned in or a party to the contravention of the rule; or
 - (e) conspires with any other person to contravene the rule.
74. This form of accessory liability is dependent on establishing primary liability, i.e., a contravention of s.6 of the Ordinance.⁶¹

C1(c) *Disqualification orders*

75. On application by the Commission, the Tribunal may make a disqualification order against a person, but only if both: (1) the Tribunal has determined that a company of which the person is a director has contravened a competition rule (including the

⁵⁹ Ordinance s.92(1)(a)-(b).

⁶⁰ Ordinance s.94(1).

⁶¹ *Nutanix* [2019] HKCT 2 at §352.

FCR); and (2) the Tribunal considers that the person's conduct makes that person unfit to be concerned in the management of a company.⁶²

76. Under s.2(1) of the Ordinance, "director" "includes any person occupying the position of director or involved in the management of a company, by whatever name called, and includes a shadow director".

77. A disqualification order is an order that a person may not, without the leave of the Tribunal:⁶³

- (a) be, or continue to be, a director of a company;
- (b) be a liquidator or provisional liquidator of a company;
- (c) be a receiver or manager of a company's property; or
- (d) in any way, whether directly or indirectly, be concerned or take part in the promotion, formation or management of a company,

for a period, not exceeding 5 years, specified in and beginning with the date of the disqualification order.

78. For the purpose of deciding whether a person is unfit to be concerned in the management of a company, the Tribunal: (1) must have regard to certain matters, including whether the person's conduct contributed to the contravention of the competition rule; or where the conduct of the person did not contribute to the contravention, but the person had reasonable grounds to suspect that the conduct of the company constituted the contravention and took no steps to prevent it; or where the person did not know but ought to have known that the conduct of the company constituted the contravention; and (2) may have regard to the conduct of

⁶² Ordinance s.101(1), 102.

⁶³ Ordinance s.101(2)-(3).

the person as a director of a company in connection with any other contravention of a competition rule.⁶⁴

C1(d) *Standard of proof*

79. As stated at paragraph 72 above, the Commission may apply for pecuniary penalties against persons contravening the FCR or involved in a contravention of the FCR.

80. In cases where the Commission seeks pecuniary penalties, the Tribunal has held that the applicable standard of proof is the criminal standard of beyond reasonable doubt.⁶⁵ However, the Court of Appeal has since stated *obiter* that there is a “*reasonably arguable basis*” for suggesting that the Tribunal might have erred in its ruling on the standard of proof.⁶⁶

81. Without prejudice to the foregoing, in applying the criminal standard of proof, the Tribunal also held that:

- (1) It is not necessary for every item of evidence produced to satisfy the standard of proof in relation to every aspect of the contravention. It is sufficient if the body of evidence relied on, viewed as a whole, satisfies the burden.⁶⁷
- (2) The Tribunal can, like any other trier of fact, draw appropriate inferences from facts. Indeed, since it is normal for anticompetitive conduct to take place in secret and with the minimum of documentation, in many competition cases the existence of the practice or agreement in question has to be inferred.⁶⁸

⁶⁴ Ordinance s.103.

⁶⁵ *W. Hing* [2019] HKCT 3 at §39.

⁶⁶ *W. Hing* [2021] HKCA 877, [2021] 3 HKLRD 219 at §84.

⁶⁷ *Nutanix* [2019] HKCT 2 at §73.

⁶⁸ *Nutanix* [2019] HKCT 2 at §§74-75; and s.7(2) of the Ordinance (“*An undertaking may be taken to have made or given effect to an agreement or decision or to have engaged in a concerted practice that has as its object the prevention, restriction or distortion of competition even if that object can be ascertained only by inference.*”).

82. In these proceedings, the Commission contends that the applicable standard of proof, in respect of proceedings against the Respondents in respect of whom the Commission seeks pecuniary penalties, is that of the civil standard (i.e., on the balance of probabilities). If, which is denied, the correct standard remains the criminal standard, the Commission avers that its case is also met on that standard.
83. In the case of HF Chan (R19/Wai Yip), against whom the Commission does not seek pecuniary penalties, the Commission contends that the applicable standard of proof is that of the civil standard.

C2. Building Maintenance Projects in Hong Kong

84. By way of general overview of the context in which the Tenders took place, a typical / commonplace set of arrangements and procedures in respect of a building maintenance project in Hong Kong would involve the following features:
- (1) The building owners (such as the Incorporated Owners (“IO”) of a building) would appoint a building consultant usually through a tendering process to carry out the prescribed inspection and supervise the prescribed repair works.
 - (2) The selected building consultant would then conduct a building inspection (with building professionals under its employment) to identify the defects in need of repair and then prepare the building contractor tender to select a building contractor accordingly.
 - (3) The building owners, whether through the appointed building consultant or otherwise, would invite tenders from building contractors for a specified scope of maintenance work. The method of invitation may be by way of open tendering (such as putting advertisement in newspapers) or selective / restricted tendering (where tenders are invited from only a predetermined

list of limited number of contractors drawn up using a certain method and/or based on certain criteria).⁶⁹

- (4) The tender invitation documents would normally request for submissions of, *inter alia*, the estimated quantities and breakdown of tender prices for individual major works items.
- (5) Building contractors would compete amongst themselves in bidding for the relevant building maintenance project. A crucial, if not often determinative, consideration for the building owners in deciding whether or not to award the tender to a specific building contractor is the tender price.
- (6) Upon receipt of the tenders by the relevant deadline, building owners would, through their respective building consultants or otherwise, collate the information from the bids in question and evaluate the tenders received.
- (7) In general, tenders for building maintenance contracts would be assessed using a lowest price conforming tender approach, under which tenders from contractors who have fulfilled the mandatory/qualifying requirements and submitted conforming tenders would be ranked in accordance with the tender prices, i.e. the conforming tender with the lowest price would be ranked first, and so on.
- (8) Maintenance works would normally commence after a building contractor is selected by the owners of the building, followed by the subsequent supervision, quality check by the building consultant until completion.

C3. The Tenders

85. As pleaded above, this Application concerns the Tenders in respect of 11 building maintenance projects.

⁶⁹ All Tenders are open tenders save and except the Kwai Fung Tender.

C3(a) Tsui Lam Estate

86. On 29 April 2022, the IO of Tsui Lam Estate advertised and published a tender invitation notice by way of newspaper advertisement. Interested tenderers were asked to submit a letter of intent, pre-qualification documents, and the curriculum vitae of responsible persons. 30 qualified tenderers submitted the requested documents.
87. On 10 June 2022, the IO issued tender documents to all 30 tenderers.
88. In June 2022, Smart Goal (R2/DBU), Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) each submitted a bid to the Tsui Lam Tender.
89. On or about 21 June 2022 (i.e. prior to the tender closing date on 24 June 2022), Cheung (R1/DBU) expressed to Leung Chin Pang (who subsequently became a director of Smart Goal (R2/DBU) on 5 September 2022) that it was confirmed that Smart Goal (R2/DBU) would rank number 1 (i.e., it was to be the lowest priced bidder) in the Tsui Lam Tender.
90. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bid for the Tsui Lam Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.
- (1) On or about 21 June 2022, KK Chan (R10/DBU) sent a PDF document titled “*Tsui Lam – Cheung*” (翠林-祥) to WS Lau (R15/Cheung Lee) containing tender pricing information at HK\$166,002,750 (for items 1.0-12.0 with specific breakdowns).
 - (2) WS Lau (R15/Cheung Lee) acknowledged that these were “*homework*”, but complained that the numbers were not rounded up such that copying them onto the tender document would be tedious. In response, KK Chan

(R10/DBU) stated that this was done on purpose – there were so many sets of “*homework*”, and it was difficult to have so many rounded figures.

- (3) Eventually, Cheung Lee (R5) submitted a bid with tender price at HK\$178,501,642 (for items 1.0-12.0). There is an exact match between the tender prices of those items and the corresponding items in the “*homework*”, save for items 4 and 6.1.⁷⁰
- (4) Cheung Lee (R5) did not have technical or managerial capability to take up the project. It submitted the bid tender submission only to make up the numbers.

91. In respect of Wai Yip (R8), it was agreed and/or otherwise understood between DBU and Wai Yip (R8) that Wai Yip (R8) would be and was given pricing instructions (i.e. “*homework*”), and Wai Yip (R8) would price its bids for the Tsui Lam Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

- (1) On or about 22 June 2022, Cheung (R1/DBU) sent a PDF document titled “*Tsui Lam – Wai Yip (New)*” (翠林 - 瑋業 (新)) to Yuki Chan (R18/Wai Yip) containing tender pricing information at HK\$163,586,209 (for items 1.0-12.0 with specific breakdowns). Cheung (R1/DBU) instructed Yuki Chan (R18/Wai Yip) to follow these instructions and not to make mistakes. Yuki Chan (R18/Wai Yip) acknowledged.
- (2) Eventually, Wai Yip (R8) submitted a bid with tender price at HK\$176,238,066 (for items 1.0-12.0). There is an exact match between the

⁷⁰ For item 4, the “*homework*” price is HK\$396,550 whereas the tender price was HK\$12,895,442; for item 6.1, which is an optional item, the “*homework*” price was HK\$14,238,300 whereas the tender price was HK\$15,265,440.

tender prices of those items and their corresponding prices in the “*homework*”, save for items 4 and 6.1.⁷¹

92. It is the Commission’s case that Ngai Lam (R6) and Wang Yat (R7) similarly and respectively agreed with DBU (through KK Chan (R10/DBU) or otherwise), and/or it was understood amongst them, that they would be and were given pricing instructions (i.e. “*homework*”), and they would price their bids for the Tsui Lam Tender in accordance with or by reference to the “*homework*” distributed to them, whether in part or in full.
- (1) Ngai Lam (R6) submitted a bid with tender price at HK\$183,041,352 (for items 1.0-12.0).
 - (2) Wang Yat (R7) submitted a bid with tender price at HK\$183,907,936 (for items 1.0-12.0).
 - (3) The Commission reserves the right to amend this ONA and/or provide further particulars upon discovery and/or administration of interrogatories (if so advised).
93. Smart Goal (R2/DBU) submitted a bid with tender price at HK\$172,690,394 for the Tsui Lam Tender. According to the tender analysis report, Smart Goal (R2/DBU) was ranked the first as having submitted the lowest overall bid.
94. In the event, the Tsui Lam Estate Tender was not awarded to any bidder but was re-tendered.

⁷¹ For item 4, the “*homework*” price is HK\$253,500 whereas the tender price was HK\$12,905,357; for item 6.1, which is an optional item, the “*homework*” price was HK\$14,364,980 whereas the tender price was HK\$13,005,000.

C3(b) Tak Shun Industrial Building

95. On 5 July 2022, the IO of Tak Shun Industrial Building advertised and published a pre-qualification tender invitation notice by way of newspaper advertisement. Interested tenderers were asked to submit, *inter alia*, pre-qualification documents.
96. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bids for the Tak Shun Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.
97. In July 2022, MK Wong (R14/DBU) agreed with WS Lau (R15/Cheung Lee) that:
- (1) Cheung Lee (R5) would submit an expression of interest to the Tak Shun Tender (with DBU reimbursing Cheung Lee (R5) the tender administration fees).
 - (2) MK Wong (R14/DBU) further agreed with WS Lau (R15/Cheung Lee) that he would (a) send someone to help Cheung Lee (R5) make the submission, and (b) assist Cheung Lee (R5) to change from the status of “*helper*” (幫手) to “*main character*” (主角) in the Tak Shun Tender.
98. On or about 29 August 2022:
- (1) WS Lau (R15/Cheung Lee) clarified with KK Chan (R10/DBU) whether KK Chan (R10/DBU) summoned Cheung Lee (R5) regarding the Tak Shun Tender, to which KK Chan (R10/DBU) confirmed affirmatively.
 - (2) KK Chan (R10/DBU) forwarded a PDF document titled “*Tak Shun – Project budget-BQ.pdf*” (德信 – Project budget-BQ.pdf) to WS Lau (R15/Cheung Lee) and stated the “*homework*”. The PDF document contained tender pricing information with a tender price at HK\$4,556,000.

99. In August 2022, Smart Goal (R2/DBU) and Cheung Lee (R5) each submitted a bid to the Tak Shun Tender.

- (1) Cheung Lee (R5) submitted a bid with tender price at HK\$4,556,000. This exactly matched the “*homework*”.
- (2) Smart Goal (R2/DBU) submitted a bid with tender price at HK\$4,363,600. It was the lowest priced bid amongst Cheung Lee (R5) and Smart Goal (R2/DBU).

100. In the event, another bidder was awarded the Tak Shun Tender.

C3(c) Neptune Terrace

101. On 29 August 2022, the IO of Neptune Terrace advertised and published a tender invitation notice by way of newspaper advertisement.

102. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bid for the Neptune Terrace Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

- (1) On or about 9 October 2022, KK Chan (R10/DBU) sent WS Lau (R15/Cheung Lee) a PDF document on WhatsApp titled “*Neptune Terrace – Cheung Lee.pdf*” (樂翠台-祥利.pdf) and texted him “*tender submission deadline on Wednesday*” (星期三截標) and “*Good position*” (靚位).
- (2) The PDF document contained tender pricing information with the tender price at HK\$99,189,035 (for items 1 to 13) and HK\$8,985,140 (for items 14 to 16).

- (3) Eventually, Cheung Lee (R5) submitted a bid with tender price at HK\$99,189,035 (for items 1 to 13) and HK\$8,985,140 (for items 14 to 16). There is an exact match with the “*homework*”.

103. It is the Commission’s case that Ngai Lam (R6), Wang Yat (R7) and Chun Hung (R9) similarly and respectively agreed with DBU, and/or it was understood amongst them, that they would be and were given pricing instructions (i.e. “*homework*”), and they would price their bids for the Neptune Terrace Tender in accordance with or by reference to the “*homework*” distributed to them, whether in part or in full.

- (1) Ngai Lam (R6) submitted a bid with tender price at HK\$99,677,725 (items 1 to 13) and HK\$8,405,300 (items 14 to 16).
- (a) This is an exact match with a PDF document titled “*Neptune Terrace – Ngai Lam*”, containing tender pricing information at HK\$99,677,725 (for items 1 to 13) and HK\$8,405,300 (for items 14 to 16).
- (b) This PDF document was sent from KK Chan (R10/DBU) to one Lai Yee Ki (“**Janelle Lai**”) (who worked for Dream Building Construction (R4/DBU) (or at the very least, a company under the “Dream Building” brand) and claimed that Cheung (R1/DBU) was her employer).
- (c) The irresistible inference to be drawn is that this document was eventually sent to Ngai Lam (R6), and Ngai Lam (R6) priced its bid in accordance with this piece of “*homework*”.
- (2) Wang Yat (R7) submitted a bid with tender price at HK\$99,415,665 (items 1 to 13) and HK\$7,328,925 (items 14 to 16).
- (3) Chun Hung (R9) submitted a bid with tender price at HK\$98,279,555 (items 1 to 13) and HK\$8,265,500 (items 14 to 16).

- (4) The Commission reserves the right to amend this ONA and/or provide further particulars upon discovery and/or administration of interrogatories (if so advised).

104. Smart Goal (R2/DBU) submitted a bid with tender price at HK\$87,522,050 (items 1 to 13) and HK\$8,591,505 (items 14 to 16) for the Neptune Terrace Tender. It was the lowest priced bid amongst Smart Goal (R2/DBU), Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7) and Chun Hung (R9).

105. In the event, another bidder was awarded the Neptune Terrace Tender.

C3(d) Yen Che Building

106. On 14 November 2022, the IO of Yen Che Building advertised and published a tender invitation notice by way of newspaper advertisement.

107. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bid for the Yen Che Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

(1) On or about 15 November 2022, Hugo Lee (R12/DBU) requested WS Lau (R15/Cheung Lee) to obtain and submit tender documents for the Yen Che Tender, to which WS Lau (R15/Cheung Lee) acknowledged the intended arrangement.

(2) On or about 12 December 2022, Hugo Lee (R12/DBU) indicated to WS Lau (R15/Cheung Lee) that “*homework*” would be given to Cheung Lee (R5) soon. WS Lau (R15/Cheung Lee) acknowledged the intended arrangement.

(3) On 15 December 2022 (the day after Smart Goal (R2/DBU) submitted its bid on 14 December 2022), Hugo Lee (R12/DBU) stated to WS Lau

(R15/Cheung Lee) that he would calculate the sub-items and give WS Lau (R15/Cheung Lee) the “*homework*” later.

(4) On 15 December 2022, Hugo Lee (R12/DBU) sent a PDF document titled “*SKMC360i22121516580.pdf*” to WS Lau (R15/Cheung Lee), and texted him “*Yen Che homework*” and “*please submit by 17:00 tomorrow*”. The PDF document contained tender pricing information with a tender price at HK\$2,699,541.20 (Plan 1).

(5) Eventually, Cheung Lee (R5) submitted a bid with tender price at HK\$2,699,541.20 (Plan 1) and HK\$5,104,887.20 (Plan 2), with HK\$854,500.00 (for the optional item). There is an exact match between the tender price of Plan 1 with that in the “*homework*”.

108. On 14 December 2022, Smart Goal (R2/DBU) submitted a bid with tender price at HK\$2,158,845 (Plan 1) and HK\$4,259,695 (Plan 2), with HK\$733,150 (for the optional item).

109. For completeness, the Yen Che Tender was awarded to Wang Yat (R7), who submitted a bid with tender price at HK\$2,590,010 (Plan 1) and HK\$4,922,030 (Plan 2), with HK\$826,000 (for the optional item). According to the tender analysis report:

- (1) Cheung Lee (R5) ranked 7th out of 25 with a score of 92;
- (2) Smart Goal (R2/DBU) ranked 2nd out of 25 with a score of 102; and
- (3) Wang Yat (R7) ranked 1st out of 25 with a score of 103.

The Commission reserves the right to amend this ONA and/or provide further particulars upon discovery and/or administration of interrogatories (if so advised).

C3(e) Kwai Fung House

110. On 14 December 2022, the IO of Kwai Fung House invited tenders from RGBCs on a closed tender basis (i.e. the Kwai Fung Tender).
111. The building consultant engaged by the IO of Kwai Fung House for the Kwai Fung Tender was Dynamics Architect, whom KK Chan (R10/DBU) described as “*one of us*” (咁個顧問就坐嚟我哋公司㗎，全動力顧問我哋自己嘅，咁呢單嘢我哋冇公開招標㗎) when facilitating the Subject Arrangement.
112. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bid for the Kwai Fung Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.
- (1) On or about 28 December 2022, MK Wong (R14/DBU) sent a PDF document entitled “20221227194347” to WS Lau (R15/Cheung Lee) containing tender pricing information at HK\$5,963,058 (with breakdown for items 1 to 6).
 - (2) On the same day, Cheung Lee (R5) submitted its bid with tender price at HK\$5,974,958 (for items 1 to 6). There is an exact match with the “*homework*” insofar as items 1 to 5 are concerned.⁷²
113. In respect of Ngai Lam (R6):
- (1) It is the Commission’s case that Ngai Lam (R6) similarly agreed with DBU, and/or it was understood between them, that:
 - (a) Ngai Lam (R6) would be and were given pricing instructions (i.e. “*homework*”), and it would price its bid for the Kwai Fung Tender

⁷² In respect of item 6, the “*homework*” price was HK\$1,631,300; the tender price was HK\$1,643,200.

in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

(b) Alternatively, Ngai Lam (R6) would submit a bid in response to the Kwai Fung Tender when it would otherwise not have submitted but for the agreement or understanding between Ngai Lam (R6) and DBU.

- (2) In particular, between 20 December 2022 and 23 December 2022, KK Chan (R10/DBU) and SW Ngai (R16/Ngai Lam) engaged in discussions where KK Chan (R10/DBU) indicated that “*We want to submit this tender*” (我哋想落呢張標呀) and requested SW Ngai (R16/Ngai Lam) to give him a cheque for the Kwai Fung Tender, and offered to help submit company information in relation to the Kwai Fung Tender. SW Ngai (R16/Ngai Lam) sent documents relating to Ngai Lam (R6)’s company information to KK Chan (R10/DBU), and offered to give him a new bank proof.
- (3) Eventually, Ngai Lam (R6) submitted a bid with tender price at HK\$5,813,110.
- (4) The irresistible inference is that Ngai Lam (R6)’s submission of the bid in response to the Kwai Fung Tender was arrived at by an agreement or understanding between Ngai Lam (R6) and DBU.
- (5) The Commission reserves the right to amend this ONA and/or provide further particulars upon discovery and/or administration of interrogatories (if so advised).

114. Smart Goal (R2/DBU) submitted a bid with tender price at HK\$5,158,510. It was the lowest priced bid amongst Smart Goal (R2/DBU), Cheung Lee (R5) and Ngai Lam (R6). On 10 July 2023, the Kwai Fung Tender was awarded to Smart Goal (R2/DBU), with the final contract price negotiated down to HK\$5,150,000.

C3(f) Victory Garden

115. On 21 December 2022, the IO of Victory Garden invited tenders for building maintenance works at Victory Garden (i.e. the Victory Garden Tender).

116. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bid for the Victory Garden Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

(1) On or about 10 February 2023, KK Chan (R10/DBU) sent to WS Lau (R15/Cheung Lee) a PDF document titled “*Victory Garden – Cheung.pdf*” (怡勝-祥.pdf) containing pricing information, and sent him a voice message, which, *inter alia*, reminded him of the tender submission deadline and stated that Cheung Lee (R5) is “*in a good position*” (你靚位啊靚位). The “*homework*” prices were as follows:

(a) Total tender price for key items: HK\$16,686,881

(b) Total tender price for fire safety order work: HK\$2,506,485

(2) Eventually, Cheung Lee (R5) submitted a bid with tender price exactly matching the “*homework*” price.

117. It is the Commission’s case that Ngai Lam (R6) and Wang Yat (R7) similarly and respectively agreed with DBU, and/or it was understood amongst them, that they would be and were given pricing instructions (i.e. “*homework*”), and they would price their bids for the Victory Garden Tender in accordance with or by reference to the “*homework*” distributed to them, whether in part or in full.

(1) Ngai Lam (R6) submitted a bid with tender price as follows:

(a) Total tender price for key items: HK\$16,388,744

- (b) Total tender price for fire safety order work: HK\$2,424,415
- (2) Wang Yat (R7) submitted a bid with tender price as follows:
- (a) Total tender price for key items: HK\$16,434,981
 - (b) Total tender price for fire safety order work: HK\$2,489,265
- (3) Further, in respect of Wang Yat (R7)'s submission of bid:
- (a) On or about 25 October 2023, Tang Ho Fai, a sub-contractor of Wang Yat (R7), asked KC Lai (R17/Wang Yat) on WhatsApp “*Victory Garden*” (怡勝花園), “*Lai Sir. Are you following others’ homework? You didn’t calculate price?*” (黎 Sir 啲 ... 你呢度係唔係人哋俾功課你㗎? 自己無計過㗎?)
 - (b) KC Lai (R17/Wang Yat) responded “*homework*” (功課).
- (4) The Commission reserves the right to amend this ONA and/or provide further particulars upon discovery and/or administration of interrogatories (if so advised).
118. Smart Goal (R2/DBU) submitted a bid with tender price at HK\$15,951,689 (for key items) and HK\$2,376,545 (for fire safety order work). It was the lowest priced bid amongst Smart Goal (R2/DBU), Cheung Lee (R5), Ngai Lam (R6) and Wang Yat (R7).
119. Eventually, the Victory Garden Tender was awarded to Smart Goal (R2/DBU), but the contract was executed on 3 February 2024 at a price of HK\$23,455,612 (comprising reserve fund).

C3(g) Chung Sing Building

120. On 22 March 2023, the IO of Chung Sing Building invited tenders for building maintenance works at Chung Sing Building (i.e. the Chung Sing Tender).
121. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bid for the Chung Sing Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.
- (1) On or about 27 April 2023, Hugo Lee (R12/DBU) informed WS Lau (R15/Cheung Lee) that Cheung Lee (R5) was also a “*main character*” (主角), and Hugo Lee (R12/DBU) would have information in the afternoon to prepare “*homework*” and send him after the calculations were done.
 - (2) Eventually, Cheung Lee (R5) submitted a bid with a lump sum tender price of HK\$18,377,650. This matches the document which Hugo Lee (R12/DBU) sent WS Lau (R15/Cheung Lee) on 29 April 2023, i.e. a PDF document titled “*0144_001.pdf*” and referred to by Hugo Lee (R12/DBU) as “*Chung Sing homework*” – it contained tender pricing information with the tender price at HK\$18,377,650 (identical to the bid submitted).
122. In respect of Ngai Lam (R6):
- (1) It is the Commission’s case that Ngai Lam (R6) similarly agreed with DBU, and/or it was understood between them, that:
 - (a) Ngai Lam (R6) would be and was given pricing instructions (i.e. “*homework*”), and it would price its bid for the Chung Sing Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

- (b) Alternatively, Ngai Lam (R6) would submit a bid in response to the Chung Sing Tender when it would otherwise not have submitted one but for the agreement or understanding between Ngai Lam (R6) and DBU.
- (2) In particular, Ngai Lam (R6) gave requisite documents/credentials to Marvin Siu (R13/DBU), including via a OneDrive link titled “*Chung Sing Building*”, so that Marvin Siu (R13/DBU) could submit tender for Ngai Lam (R6).
- (3) Eventually, Ngai Lam (R6) submitted a bid with a lump sum tender price at HK\$19,231,950.
- (4) The irresistible inference is that Ngai Lam (R6)’s submission of the bid in response to the Chung Sing Tender was arrived at by an agreement or understanding between Ngai Lam (R6) and DBU.
- (5) The Commission reserves the right to amend this ONA and/or provide further particulars upon discovery and/or administration of interrogatories (if so advised).
123. Smart Goal (R2/DBU) submitted a bid with a lump sum tender price at HK\$13,994,039 (before amendment) and HK\$17,059,179 (after amendment). It was the lowest priced bid amongst Smart Goal (R2/DBU), Cheung Lee (R5) and Ngai Lam (R6).
124. In the event, the Chung Sing Tender was awarded to another bidder.

C3(h) 31 Yiu Wa Street

125. On 5 January 2023, the owners of properties at 31 Yiu Wa Street advertised and published a tender invitation notice by way of newspaper advertisement (i.e. the Yiu Wa Tender).

126. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bid for the Yiu Wa Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

- (1) On 23 May 2023, Hugo Lee (R12/DBU) sent to WS Lau (R15/Cheung Lee) a photo containing tender pricing information with tender price at HK\$1,298,250, and stated “*31 Yiu Wa Street, homework, deadline is on 25th*”. WS Lau (R15/Cheung Lee) acknowledged receipt.
- (2) On or about 23 May 2023, WS Lau (R15/Cheung Lee) forwarded the tender pricing information sent by Hugo Lee (R12/DBU) to Chan Yuen Man Yammi (“**Yammi Chan**”), secretary of Cheung Lee (R5), who replied “*OK*”.
- (3) The “*homework*” pricing was as follows:
 - (a) Item 1: HK\$163,000
 - (b) Item 2: HK\$185,200
 - (c) Item 3: HK\$54,000
 - (d) Item 4: HK\$110,500
 - (e) Item 5: HK\$644,700
 - (f) Item 6: HK\$11,250
 - (g) Item 7: HK\$98,100
 - (h) Item 8: HK\$31,500
 - (i) Item 9: HK\$192,900

- (j) Total price: HK\$1,298,250 (items 1 to 8); or HK\$1,491,150 (items 1 to 8, including optional item 9)
- (4) The actual tender price of Cheung Lee (R5) was as follows:
- (a) Item 1: HK\$157,960
 - (b) Item 2: HK\$150,340
 - (c) Item 3: HK\$31,800
 - (d) Item 4: HK\$95,960
 - (e) Item 5: HK\$591,600
 - (f) Item 6: HK\$14,600
 - (g) Item 7: HK\$90,200
 - (h) Item 8: HK\$38,520
 - (i) Item 9: HK\$143,640
 - (j) Total price: HK\$1,170,980 (items 1 to 8); HK\$1,314,620 (items 1 to 8, including optional item 9)
 - (k) Total price after discount for items 1 to 8: HK\$1,159,000.
- (5) Cheung Lee (R5) priced its tender price with reference to the “*homework*” distributed to it. At the very least, the “*homework*” was a starting or anchoring reference point for Cheung Lee (R5)’s actual tender price. In any event, having received the “*homework*” from DBU, Cheung Lee (R5) cannot have failed to take that information into account when formulating its policy on the market when submitting its bid for the Yiu Wa Tender.

127. Smart Goal (R2/DBU) submitted with tender prices at HK\$1,259,600 (for items 1 to 8) and HK\$1,380,100 (for items 1 to 8, including optional item 9).
128. In the event, another bidder was awarded the Yiu Wa Tender.

C3(i) Tai Ping Industrial Centre, Block 1

129. On 3 April 2023, the IO of Tai Ping Industrial Centre, Block 1 advertised and published a pre-qualification tender invitation notice by way of newspaper advertisement. Interested tenderers were asked to submit, *inter alia*, pre-qualification documents, together with the curriculum vitae of responsible persons.
130. On 12 May 2023, after assessing the pre-qualification documents, Multiway Consultants Limited, as building consultants engaged by the IO of Tai Ping Industrial Centre, Block 1, wrote to, *inter alia*, Smart Goal (R2/DBU), Cheung Lee (R5), Wang Yat (R7) and Chun Hung (R9) inviting them to submit tender documents for the Tai Ping Tender.
131. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bid for the Tai Ping Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.
- (1) On 1 June 2023, KK Chan (R10/DBU) forwarded to WS Lau (R15/Cheung Lee) a PDF document titled “*Cheung Lee.pdf*” (祥利.pdf) and stated “*Tai Ping*”. The document set out a breakdown of tender prices (for items 1 to 7), purportedly totalling HK\$9,875,000.
- (a) Item 1: HK\$1,365,000
- (b) Item 2: HK\$2,875,000

- (c) Item 3: HK\$2,160,000
 - (d) Item 4: HK\$2,960,000
 - (e) Item 5: HK\$240,000
 - (f) Item 6: HK\$195,000
 - (g) Item 7: HK\$80,000
 - (h) Total price: HK\$9,875,000
- (2) On or about 5 June 2023, WS Lau (R15/Cheung Lee) asked KK Chan (R10/DBU) about item 6, stating that the numbers did not add up. In response, KK Chan (R10/DBU) asked WS Lau (R15/Cheung Lee) to ask “峰哥” as the “homework” was from him.
- (3) Eventually, Cheung Lee (R5) submitted a bid with tender prices as follows – there were exact matches for items 2, 3, 4, 5 and 7; there was a HK\$10,000 deviation from the “homework” price for item 1; there was a HK\$122,000 deviation from the “homework” price for item 6.

132. Smart Goal (R2/DBU) submitted a bid with tender price at HK\$9,130,500 (for items 1 to 7). It was the lower priced bid as between Smart Goal (R2/DBU) and Cheung Lee (R5). Smart Goal (R2/DBU) was eventually awarded the Tai Ping Tender.

C3(j) Wang Fuk Court

133. On or about 16 May 2023, the IO of Wang Fuk Court invited tenders for building maintenance works at Wang Fuk Court (i.e. the Wang Fuk Tender).
134. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing

instructions (i.e. “*homework*”), and Cheung Lee (R5) would price its bids for the Wang Fuk Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

- (1) On or about 1 July 2023, KK Chan (R10/DBU) sent WS Lau (R15/Cheung Lee) a PDF document titled “*Wang Fuk – Cheung*” (宏福-祥) on WhatsApp. The PDF document contained tender pricing information with, amongst others, the tender price at HK\$176,426,896 (total) (mandatory items) with a breakdown for items.
- (2) Eventually, Cheung Lee (R5) submitted a bid with tender price for individual price items (apart from item 6 of the mandatory items⁷³) exactly matching the “*homework*” price.

135. In respect of Ngai Lam (R6), it was agreed and/or otherwise understood between DBU and Ngai Lam (R6) that Ngai Lam (R6) would be and was given pricing instructions (i.e. “*homework*”), and Ngai Lam (R6) would price its bids for the Wang Fuk Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.

- (1) On or about 2 July 2023, Marvin Siu (R13/DBU) forwarded a PDF document titled “*Wang Fuk – Ngai.pdf*” (宏福-藝.pdf) to SW Ngai (R16/Ngai Lam). The PDF document contained tender pricing information with, amongst others, the tender price at HK\$171,934,470 (total) (mandatory items). Marvin Siu (R13/DBU) further stated to SW Ngai (R16/Ngai Lam) that that was the tender pricing information, asked him to have a look and requested that he ask his nephew to reply with the cover letter.

⁷³ The “*homework*” price for item 6 was HK\$9,362,880, whereas the submitted tender price for item 6 was HK\$9,362,288. This is an inconsequential discrepancy, whether as a result of Cheung Lee (R5)’s inadvertent mistake when copying “*homework*” or otherwise.

- (2) On or about 3 July 2023, SW Ngai (R16/Ngai Lam) sent Marvin Siu (R13/DBU) a PDF document titled “*CoverLetter.pdf*”, which was Ngai Lam (R6)’s cover letter to its tender submission to the Wang Fuk Tender.
- (3) Eventually, Ngai Lam (R6) submitted a bid with, amongst others, tender prices as follows:
 - (a) Total price for Option 1 (Paint Brand AKA): HK\$171,934,470
 - (b) Total price for Option 1 (Paint Brand SKK): HK\$175,740,059
- (4) The total price for Option 1 (Paint Brand AKA) matches with the “*homework*” total price.

136. In respect of Wang Yat (R7), it is the Commission’s case that:

- (1) It was agreed and/or otherwise understood between DBU and Wang Yat (R7) that Wang Yat (R7) would be and was given pricing instructions (i.e. “*homework*”), and Wang Yat (R7) would price its bid for the Wang Fuk Tender in accordance with or by reference to the “*homework*” distributed to it, whether in part or in full.
- (2) Alternatively, Wang Yat (R7) exchanged competitively sensitive information with DBU.
- (3) On or about 11 May 2023, KK Chan (R10/DBU) messaged KC Lai (R17/Wang Yat) on WhatsApp “*Tai Po Wang Fuk Court, 16/05 tender for a building contractor*”, to which KC Lai (R17/Wang Yat) replied with the “OK” emoji.
- (4) On or about 29 June 2023, KC Lai (R17/Wang Yat) sent a PDF document titled “*Wang Fuk quotation.pdf*” (宏福報價.pdf) to KK Chan (R10/DBU). The PDF document contains tender pricing information with the tender prices at HK\$165,290,924 (total).

- (5) Wang Yat (R7) eventually submitted a bid with tender prices as follows:
- (a) Total price for Option 1 (Paint Brand AKA): HK\$173,467,188
 - (b) Total price for Option 1 (Paint Brand SKK): HK\$177,774,399

137. Smart Goal (R2/DBU) submitted a bid with tender prices as follows:

- (1) Total price for Option 1 (Paint Brand AKA): HK\$168,016,788
- (2) Total price for Option 1 (Paint Brand SKK): HK\$172,727,817

It was the lowest priced bid amongst Smart Goal (R2/DBU), Cheung Lee (R5), Ngai Lam (R6) and Wang Yat (R7).

138. For completeness, the Commission also avers that:

- (1) On or around 2 July 2023, Wong Wing Hong (“**WH Wong**”) of Pacific Glory Management Limited asked Cheung (R1/DBU) on WhatsApp “*is there homework for Wang Fuk Court?*” (宏福有功課嗎?) and “*how many do you need*” (要幾多件).
- (2) Cheung (R1/DBU) replied “*three*” and “*there will be homework tomorrow morning*” (明早有功課), and repeated that “*ask three [building contractors], will give homework tomorrow morning, and submit a bid the day after*” (叫三件啦，聽朝比功課，後日交表).
- (3) WH Wong replied “*I will try my best, it’s so late!*” (儘力喇，咁遲!)
- (4) The arrangement discussed between Cheung (R1/DBU) and WH Wong did not ultimately materialize. However, there was a clear collusive scheme in contemplation.

139. In the event, the Wang Fuk Tender was awarded to another bidder.

C3(k) Alhambra Building

140. On or about 21 August 2023, the IO of Alhambra Building invited tenders for building maintenance works at Alhambra Building (i.e. the Alhambra Tender).
141. In respect of Cheung Lee (R5), it was agreed and/or otherwise understood between DBU and Cheung Lee (R5) that Cheung Lee (R5) would be and was given pricing instructions (i.e. “homework”), and Cheung Lee (R5) would price its bid for the Alhambra Tender in accordance with or by reference to the “homework” distributed to it, whether in part or in full.
- (1) On or around 8 September 2023, Suki Chow (R11/DBU) forwarded the tender notice for the Alhambra Tender to WS Lau (R15/Cheung Lee) and asked, amongst other things, whether Cheung Lee (R5) had been approached for the Alhambra Tender because she forgot to “blow the whistle” to summon bidders (漏咗吹雞), and stated that they intend to ask 1 or 2 contractors to submit a bid. Discussions ensued as to how to price and/or submit a bid.
 - (2) On or about 22 September 2023, WS Lau (R15/Cheung Lee) sent to Suki Chow (R11/DBU) a PDF document titled “*Alhambra Building (provided a quotation – subcontractor price).pdf*” (平安大樓 (已報價-盤頭價) .pdf). The PDF document contained tender pricing information in relation to the Alhambra Tender, with the tender price at HK\$30,553,966.
 - (3) Thereafter, Suki Chow (R11/DBU) sent an Excel document titled “*Alhambra Building 2.xlsx*” to WS Lau (R15/Cheung Lee), and asked him to take a look at it. It contained tender pricing information in relation to the Alhambra Tender, with the tender price at HK\$49,172,790.
 - (4) WS Lau (R15/Cheung Lee) asked Suki Chow (R11/DBU) “are we able to inflate the price this much” (煲唔煲到禁大呀), “256 units, 49 million” and “190,000 per unit”.

- (5) Suki Chow (R11/DBU) replied “*I’m thinking that the price of the contractors after you would be over 50 million. If you want, you can reduce the price by a bit. The goal of winning a tender is not to win cheap (中標, 係咁啲啦中標, 你平嘅話就唔係一個目標嚟啲啦). There appears to be many works items to do. If you want, you can cut the price by 3 million and price it at 46 million. We just won one tender. There were 36 units, and the price was over 200,000 per unit. It’s like this. Tomorrow I can send you another one, if you are scared. \$170,000 per unit, okay? It’s about that price.*”
- (6) WS Lau (R15/Cheung Lee) responded: “*let me have a look at it*”, to which Suki Chow (R11/DBU) replied: “*I intend that the tender prices of Smart Goal [(R1/DBU)] and Ngai Lam [(R6/DBU)] to be even higher*” (我諗俊豪、藝林放仲大一仲多啲嘍, 仲大啲呀條數). Suki Chow (R11/DBU) also said: “*if okay, 160,000 per unit, you go first, then 170,000, then 180,000. I will send you after I revise it.*”
- (7) Eventually, Cheung Lee (R5) submitted a bid with tender price at HK\$49,172,790. This exactly matches the “*homework*” price.

142. Smart Goal (R2/DBU) also submitted a bid for the Alhambra Tender with tender price at HK\$42,199,835. It was the lower priced bid as between Smart Goal (R2/DBU) and Cheung Lee (R5).

143. In the event, the Alhambra Tender was awarded to another bidder.

C4. The 2nd to 9th Respondents’ Contravention of the First Conduct Rule

C4(a) Contravention of the First Conduct Rule

144. By reason of the matters pleaded above:

- (1) The object of the Subject Arrangement was to restrict or distort competition amongst the building contractors who submitted bids in respect of each of the Tenders.
- (2) The Subject Arrangement involved, *inter alia*, fixing, maintaining, increasing and/or controlling the tender price (be it the price for individual sub-items or the total tender price) for the supply of Services by Smart Goal (R2/DBU) and/or the Instructed Bidders (as the case may be for each Tender).
 - (a) At minimum, the “*homework*” distributed by DBU to the Instructed Bidders served as a starting or anchoring reference point, if not the price fixed, for the tender prices submitted for the Tenders.
 - (b) In addition, in relation to all but the Yiu Wa Tender, the Instructed Bidders’ bids appear to be “*cover*” quotes, designed to make Smart Goal (R2/DBU)’s bid appear to be priced lower. As to the Yiu Wa Tender, the “*homework*” given to the Instructed Bidder (i.e. Cheung Lee (R5)) contained a higher tender price than Smart Goal (R2)’s tender price. In other words, it was at least intended that Cheung Lee (R5)’s bid would be a “*cover*” quote, designed to make Smart Goal (R2/DBU)’s bid appear to be priced lower.
 - (c) There is also an exchange of information of price intentions as amongst Smart Goal (R2/DBU) and each of the Instructed Bidders (as the case may be for each Tender).
- (3) For the same reasons, the Subject Arrangement also involved, *inter alia*, submissions of bids or tenders that are arrived at by an agreement made between DBU and each of the Instructed Bidders (as the case may be for each Tender) and not known to the relevant building owners in respect of each of the Tenders.

- (4) Further, the exchange of competitively sensitive information amongst Smart Goal (R2/DBU), Lermond Development (R3/DBU), Dream Building Construction (R4/DBU), Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) (as the case may be for each of the Tenders) in respect of the tender prices by the respective tenderers (as well as the indicated role of the respective tenderer – whether it would be a “*main character*” or “*helper*” – in the tendering process) reduced uncertainty for each of the tenderers as to the foreseeable conduct of competitors, thereby preventing or restricting competition between the respective tenderers.
- (5) Further, the Subject Arrangement also involved allocation (or at least intended allocation) of Tenders (and consequently (a) the tendering consumers and (b) the eventual contracts for the supply of Services with those consumers) to Smart Goal (R2) and/or an Instructed Bidder. In other words, by reason of the Subject Arrangement, Smart Goal (R2) and/or an Instructed Bidder (as the case may be) is designated a higher chance of being selected in the tendering exercise and awarded the eventual contract in respect of the Tenders.
- (6) The Subject Arrangement was by nature harmful to the proper functioning of normal competition given the economic and legal context in which it took place. It created conditions of competition that did not correspond to the normal conditions on the market by directly and/or indirectly affecting (a) the number of participants in the tendering process (and in turn the “choices” the building owners have); and (b) the tender prices submitted to and received by the building owners (and in turn, the actual price they pay for the relevant Services).
- (7) Further, as a result of the Subject Arrangement, the Tenders did not receive independently articulated bids (a) formulated by contractors wholly independent of each other and/or (b) as a result of individual economic calculation and independent preparation.

- (8) In the premises, Smart Goal (R2/DBU), Lermond Development (R3/DBU), Dream Building Construction (R4/DBU), Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) (as the case may be for each of the Tenders) accordingly made and/or gave effect to an agreement or concerted practice with the object of preventing or restricting or distorting competition in Hong Kong in contravention of the FCR.

145. Lermond Development (R3/DBU) and Dream Building Construction (R4/DBU) are, together with Smart Goal (R2/DBU), liable as a single economic unit for the Contraventions. They form a single economic unit and are therefore the same undertaking for the reasons pleaded above and further particularized below:

- (1) Cheung (R1/DBU) is the *de facto* controller of Smart Goal (R2/DBU), Lermond Development (R3/DBU) and Dream Building Construction (R4/DBU).
- (a) He is a director and sole shareholder of the latter two companies. He was regarded as the “*boss*”.
- (b) He financed the acquisition of shares in Smart Goal (R2/DBU) and exercised *de facto* control of Smart Goal (R2/DBU), including over Smart Goal (R2/DBU)’s financial resources and commercial strategy, as well as all decisions related to tendering. TF Ho’s role was nominal, and was the personal assistant of Cheung (R1/DBU). He had influenced and dictated the intended transfer of shares in Smart Goal (R2/DBU) in 2023 – 2024 from TF Ho to others.
- (2) Cheung (R1/DBU) set out Smart Goal (R2/DBU)’s corporate structure and mentions his acquisition of Smart Goal (R2/DBU) in WhatsApp groups, the names of which are referable to the “*Dream Building*” (頂豐) brand: (a) “*Sure win. Dream Building Party*” (戰無不勝, 霸氣頂豐黨); (b) “*Tiger and wolf. Dream Building Party*” (虎狼之師 霸氣頂豐黨”).

- (3) Suki Chow (R11/DBU) assisted Cheung (R1/DBU) with his business at the “*Dream Building*” (頂豐) office.
- (4) Cheung (R1/DBU) arranged for Lermond Development (R3/DBU) to make payments for the acquisition of Smart Goal (R2/DBU).
- (5) Smart Goal (R2/DBU) would sub-contract building maintenance works to Lermond Development (R3/DBU) and accordingly pay Lermond Development (R3/DBU).
- (6) Lermond Development (R3/DBU) and/or Dream Building Construction (R4/DBU) would provide tender prices to one or more of Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9), for the latter to submit bids to tender(s) (including but not limited to the Tenders), with the intention that works would be sub-contracted to Lermond Development (R3/DBU) and/or Dream Building Construction (R4/DBU). Personnel providing such tender prices on behalf of Lermond Development (R3/DBU) and/or Dream Building Construction (R4/DBU) did so in the capacity as a “*Dream Building*” staff.
- (7) Their registered offices are all located on 26/F Billion Centre.
 - (a) According to Cheung (R1/DBU), a headquarters will be set up at 26/F Billion Centre, with a liaison department specifically representing him to contact companies in the industry to automatically “*blow the whistle*” and coordinate. (“26樓, 會建立聯絡部, 專門代表我去聯絡所有公司行家, 自動吹雞協調”).
 - (b) In the same series of text messages, Cheung (R1/DBU) stated that he was now confident to challenge the 25% market share threshold, that in the past, the contract sums were large but the volume was low, and in the future, their volume will be multiple ten-folds of that

today. (“我現在, 真的有信心, 挑戰 25%市場佔有率, 從前我們銀碼大量少, 未來我們的量, 會比今天多幾十倍, 信我”).

- (8) Janelle Lai, an employee of Dream Building Construction (R4/DBU) (or at the very least, a company under the “*Dream Building*” brand), worked for Cheung (R1/DBU) in handling “*homework*” (see paragraph 103(1)(b) above).
- (9) The Dream Building Undertaking acted via, *inter alia*, Cheung (R1/DBU), KK Chan (R10/DBU), Suki Chow (R11/DBU), Hugo Lee (R12/DBU), Marvin Siu (R13/DBU) and MK Wong (R14/DBU).
- (10) The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the DBU, as a single economic unit, comprising Smart Goal (R2/DBU), Lermond Development (R3/DBU) and Dream Building Construction (R4/DBU), upon completion of discovery and/or administration of interrogatories (if so advised).

146. By reason of the matters pleaded herein:

- (1) In respect of the DBU:
 - (a) There is sufficient connection between the aforesaid acts of KK Chan (R10/DBU), Suki Chow (R11/DBU), Hugo Lee (R12/DBU), Marvin Siu (R13/DBU) and MK Wong (R14/DBU) (as well as Janelle Lai) with the DBU;
 - (b) These individuals held out as representing (and/or represented) the DBU, and/or
 - (c) The DBU has engaged in the economic activities pleaded above through these individuals and is answerable for the manner in which these individuals conducted themselves.

- (2) In respect of each of Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7) Wai Yip (R8) and/or Chun Hung (R9):
- (a) There is sufficient connection between the aforesaid acts of WS Lau (R15/Cheung Lee), SW Ngai (R16/Ngai Lam), KC Lai (R17/Wang Yat), Yuki Chan (R18/Wai Yip) and WH Li (R20/Chun Hung) with Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7) Wai Yip (R8) and/or Chun Hung (R9) (as the case may be);
 - (b) These aforesaid individuals held out as representing (and/or represented) Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7) Wai Yip (R8) and Chun Hung (R9) (as the case may be); and/or
 - (c) Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7) Wai Yip (R8) and/or Chun Hung (R9) has engaged in the economic activities pleaded above through the aforesaid individuals and are respectively answerable for the manner in which these individuals conducted themselves.

C4(b) Subject Arrangement constitutes a Serious Anti-Competitive Conduct

147. For the same reasons as set out above, the Subject Arrangement is a price-fixing agreement and/or a market-sharing agreement which constitutes SAC within the meaning of s.2(1) of the Ordinance, as well as a bid-rigging arrangement which constitutes an SAC within the meaning of s.2(1) and s.2(2)(b) of the Ordinance.
148. Conversely, there is no factual or legal basis for the Commission to have a reasonable cause to believe that, for the purposes of s.82(1) of the Ordinance, the Subject Arrangement does not involve SAC.
149. For the avoidance of doubt:
- (1) Whether certain conduct is SAC does not affect the meaning of, or question of whether the conduct infringed, the FCR; the purpose of introducing the

statutorily defined concept of SAC is procedural in nature for the purposes of s.82 of the Ordinance (regarding warning notices): *Competition Commission v Nutanix & Ors* [2019] HKCT 2; [2019] 3 HKC 307 at §§448-449.

- (2) The correct approach in construing the statutory definition of SAC is to construe it widely, insofar as the statutory wording permits, having regard to (a) the procedural nature of the concept of SAC and (b) legislative intention for the concept of SAC to cover hard-core activities (including price-fixing, market allocation and bid-rigging) which are widely recognized in, *inter alia*, the European and English competition law as anti-competitive activities that will always have an adverse impact on competition. See *Competition Commission v Nutanix & Ors* [2019] HKCT 2; [2019] 3 HKC 307 at §§448-449, 468-469, 471; see also Bills Committee on Competition Bill (LC Paper No. CB(1)1919/11-12) (Ref: CB1/BC/12/09) at §§25, 32.
- (3) To this extent, while the assessment of SAC is a distinct exercise from that of determining whether there is a contravention of the FCR, the same analytical approach should be adopted as long as the wording of the Ordinance would not render such a construction impossible in any particular case.

C5. Involvement of the 1st, 10th to 20th (except 19th) Respondents in the Contravention(s); Case against the 19th Respondent

C5(a) Involvement of Cheung (R1/DBU)

150. By reason of his involvement in the relevant Contravention(s), Cheung (R1/DBU) is directly or indirectly knowingly concerned in the contravention of the FCR.
151. As pleaded above, Cheung (R1/DBU) is the *de facto* controller of the Dream Building Undertaking. Because of this, and by reason also of the matters pleaded above (including Smart Goal (R2/DBU)'s participation in each of the Tenders in

circumstances described above), Cheung (R1/DBU) had, in respect of each of the Tenders, actual knowledge of the Subject Arrangement, contributed to the relevant Contravention(s) or alternatively took no steps to prevent it. He was, therefore, directly or indirectly knowingly concerned in the relevant Contravention(s).

152. Without prejudice to the generality of the foregoing, Cheung (R1/DBU) was also directly involved in respect of the Tsui Lam Tender in disseminating “*homework*”.
153. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of Cheung (R1/DBU) upon completion of discovery and/or administration of interrogatories (if so advised).
154. Further, in the event the Tribunal determines that the Dream Building Undertaking (or any of Smart Goal (R2/DBU), Lermond Development (R3/DBU) and Dream Building Construction (R4/DBU)) has contravened the FCR, it is averred that the conduct of Cheung (R1/DBU) (as a “*director*” of any and each of Smart Goal (R2/DBU), Lermond Development (R3/DBU) and Dream Building Construction (R4/DBU)) as pleaded makes him unfit to be concerned in the management of a company.
155. The Commission therefore also seeks a disqualification order against Cheung (R1/DBU) pursuant to ss.101 and 102 of the Ordinance for such period (not exceeding 5 years) as the Tribunal deems fit.

C5(b) Involvement of KK Chan (R10/DBU)

156. By reason of his involvement in the relevant Contravention(s), KK Chan (R10/DBU) is directly or indirectly knowingly concerned in the contravention of the FCR (as per s.91(d) of the Ordinance). Alternatively, he aided, abetted, counselled and/or procured the contravention by DBU and each of Cheung Lee (R5), Ngai Lam (R6) and Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) (as the case may be for each Tender set out in paragraph 157 below) (as per s.91(b) of the Ordinance).

157. According to the corporate structure of Smart Goal (R2/DBU) set out by Cheung (R1/DBU), KK Chan (R10/DBU) was mainly in charge of calculating tenders, submitting tenders and attending tender interviews (主力計標回標見標). Further, as pleaded above, KK Chan (R10/DBU) facilitated and/or was directly or indirectly involved in the dissemination of “*homework*” in respect of the (a) Tsui Lam Tender; (b) Tak Shun Tender; (c) Neptune Terrace Tender; (d) Kwai Fung Tender; (e) Victory Garden Tender; (f) Tai Ping Tender; and (g) Wang Fuk Tender.
158. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of KK Chan (R10/DBU) upon completion of discovery and/or administration of interrogatories (if so advised).
159. In the premises, in each of the Tenders (this being the Commission’s primary case) or alternatively in respect of each of the aforesaid Tenders set out in paragraph 157 above (this being the Commission’s alternative case), KK Chan (R10/DBU) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention(s) or alternatively took no steps to prevent it.

C5(c) Involvement of Suki Chow (R11/DBU)

160. By reason of her involvement in the relevant Contravention(s), Suki Chow (R11/DBU) is directly or indirectly knowingly concerned in the contravention of the FCR (as per s.91(d) of the Ordinance). Alternatively, she aided, abetted, counselled and/or procured the contravention by DBU and each of Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) (as the case may be for each Tender set out in paragraph 161 below) (as per s.91(b) of the Ordinance).
161. As pleaded above, Suki Chow (R11/DBU) facilitated and/or was directly or indirectly involved in the dissemination of “*homework*” in respect of the Alhambra Tender.

162. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of Suki Chow (R11/DBU) upon completion of discovery and/or administration of interrogatories (if so advised).
163. In the premises, in respect of the aforesaid Tender, Suki Chow (R11/DBU) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention(s) or alternatively took no steps to prevent it.

C5(d) Involvement of Hugo Lee (R12/DBU)

164. By reason of his involvement in the relevant Contravention(s), Hugo Lee (R12/DBU) is directly or indirectly knowingly concerned in the contravention of the FCR (as per s.91(d) of the Ordinance). Alternatively, he aided, abetted, counselled and/or procured the contravention by DBU and each of Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) (as the case may be for each Tender set out in paragraph 165 below) (as per s.91(b) of the Ordinance).
165. As pleaded above, Hugo Lee (R12/DBU) facilitated and/or was directly or indirectly involved in the dissemination of “*homework*” in respect of the (a) Yen Che Tender; (b) Chung Sing Tender; and (c) Yiu Wa Tender.
166. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of Hugo Lee (R12/DBU) upon completion of discovery and/or administration of interrogatories (if so advised).
167. In the premises, in respect of each of the aforesaid Tenders, Hugo Lee (R12/DBU) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention(s) or alternatively took no steps to prevent it.

C5(e) Involvement of Marvin Siu (R13/DBU)

168. By reason of his involvement in the relevant Contravention(s), Marvin Siu (R13/DBU) is directly or indirectly knowingly concerned in the contravention of

the FCR (as per s.91(d) of the Ordinance). Alternatively, he aided, abetted, counselled and/or procured the contravention by DBU and each of Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) (as the case may be for each Tender set out in paragraph 169 below) (as per s.91(b) of the Ordinance).

169. As pleaded above, Marvin Siu (R13/DBU) facilitated and/or was directly or indirectly involved in the dissemination of “*homework*” in respect of the Wang Fuk Tender, and was involved in requesting and receiving requisite documents from Ngai Lam (R6) via a OneDrive link titled “*Chung Sing Building*”, so that Marvin Siu (R13/DBU) could submit tender for Ngai Lam (R6) in respect of the Chung Sing Tender.
170. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of Marvin Siu (R13/DBU) upon completion of discovery and/or administration of interrogatories (if so advised).
171. In the premises, in respect of each of the aforesaid Tenders, Marvin Siu (R13/DBU) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention(s) or alternatively took no steps to prevent it.

C5(f) Involvement of MK Wong (R14/DBU)

172. By reason of his involvement in the relevant Contravention(s), MK Wong (R14/DBU) is directly or indirectly knowingly concerned in the contravention of the FCR (as per s.91(d) of the Ordinance). Alternatively, he aided, abetted, counselled and/or procured the contravention by DBU and each of Cheung Lee (R5), Ngai Lam (R6), Wang Yat (R7), Wai Yip (R8) and Chun Hung (R9) (as the case may be for each Tender set out in paragraph 173 below) (as per s.91(b) of the Ordinance).
173. As pleaded above, MK Wong (R14/DBU) facilitated and/or was directly or indirectly involved in the dissemination of “*homework*” in respect of the Kwai

Fung Tender, and was involved in initiating the Subject Arrangement between DBU and Cheung Lee (R5) in respect of the Tak Shun Tender and assisting Cheung Lee (R5) to make the relevant submission.

174. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of MK Wong (R14/DBU) upon completion of discovery and/or administration of interrogatories (if so advised).
175. In the premises, in respect of each of the aforesaid Tenders, MK Wong (R14/DBU) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention(s) or alternatively took no steps to prevent it.

C5(g) Involvement of WS Lau (R15/Cheung Lee)

176. Insofar as Cheung Lee (R5) is held to have contravened the FCR, by reason of his role as the project manager of Cheung Lee (R5) since 2012, WS Lau (R15/Cheung Lee) is directly or indirectly knowingly concerned in Cheung Lee (R5)'s contravention of the FCR as pleaded above (as per s.91(d) of the Ordinance). Alternatively, he aided, abetted, counselled and/or procured the contravention by DBU and Cheung Lee (R5) as pleaded above (as per s.91(b) of the Ordinance).
177. In addition, WS Lau (R15/Cheung Lee) was involved in all 11 Tenders in the manner pleaded above.
178. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of WS Lau (R15/Cheung Lee) upon completion of discovery and/or administration of interrogatories (if so advised).
179. In the premises, in respect of each of the Tenders whereby Cheung Lee (R5) contravened the FCR, and in respect of all the Tenders in which WS Lau (R15/Cheung Lee) was involved as pleaded above, WS Lau (R15/Cheung Lee) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention(s) or alternatively took no steps to prevent it.

C5(h) Involvement of SW Ngai (R16/Ngai Lam)

180. Insofar as Ngai Lam (R6) is held to have contravened the FCR, by reason of his role as the sole director and sole shareholder of Ngai Lam (R6) (at all material times prior to 25 October 2024), SW Ngai (R16/Ngai Lam) is directly or indirectly knowingly concerned in Ngai Lam (R6)'s contravention of the FCR as pleaded above (as per s.91(d) of the Ordinance). Alternatively, he aided, abetted, counselled and/or procured the contravention by DBU and Ngai Lam (R6) as pleaded above (as per s.91(b) of the Ordinance).
181. In addition, SW Ngai (R16/Ngai Lam) was involved in the (a) Kwai Fung Tender; (b) Chung Sing Tender and (c) Wang Fuk Tender in the manner pleaded above.
182. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of SW Ngai (R16/Ngai Lam) upon completion of discovery and/or administration of interrogatories (if so advised).
183. In the premises, in respect of each of the Tenders whereby Ngai Lam (R6) contravened the FCR, and in respect of the aforesaid Tenders pleaded in paragraph 181 above, SW Ngai (R16/Ngai Lam) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention(s) or alternatively took no steps to prevent it.
184. Further, in the event the Tribunal determines that Ngai Lam (R6) has contravened the FCR, it is averred that the conduct of SW Ngai (R16/Ngai Lam) (as a director of Ngai Lam (R6)) as pleaded makes him unfit to be concerned in the management of a company.
185. The Commission therefore also seeks a disqualification order against SW Ngai (R16/Ngai Lam) pursuant to ss.101 and 102 of the Ordinance for such period (not exceeding 5 years) as the Tribunal deems fit.

C5(i) Involvement of KC Lai (R17/Wang Yat)

186. Insofar as Wang Yat (R7) is held to have contravened the FCR, by reason of his role as the general manager (and thus additionally a “*director*”⁷⁴) of Wang Yat (R7) and his responsibility for all matters relating to Wang Yat (R7)’s tender submissions, KC Lai (R17/Wang Yat) is directly or indirectly knowingly concerned in Wang Yat (R7)’s contravention of the FCR as pleaded above (as per s.91(d) of the Ordinance). Alternatively, he aided, abetted, counselled and/or procured the contravention by DBU and Wang Yat (R7) as pleaded above (as per s.91(b) of the Ordinance).
187. In addition, KC Lai (R17/Wang Yat) was involved in the Victory Garden Tender and the Wang Fuk Tender in the manner pleaded above.
188. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of KC Lai (R17/Wang Yat) upon completion of discovery and/or administration of interrogatories (if so advised).
189. In the premises, in respect of each of the Tenders whereby Wang Yat (R7) contravened the FCR, and in respect of the Wang Fuk Tender as pleaded above, KC Lai (R17/Wang Yat) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention(s) or alternatively took no steps to prevent it.
190. Further, in the event the Tribunal determines that Wang Yat (R7) has contravened the FCR, it is averred that the conduct of KC Lai (R17/Wang Yat) (as a “*director*”⁷⁵ of Wang Yat (R7)) as pleaded makes him unfit to be concerned in the management of a company.

⁷⁴ Per the definition of “*director*” under s.2(1) of the Ordinance.

⁷⁵ Per the definition of “*director*” under s.2(1) of the Ordinance.

191. The Commission therefore also seeks a disqualification order against KC Lai (R17/Wang Yat) pursuant to ss.101 and 102 of the Ordinance for such period (not exceeding 5 years) as the Tribunal deems fit.

C5(j) Involvement of Yuki Chan (R18/Wai Yip)

192. Insofar as Wai Yip (R8) is held to have contravened the FCR, by reason of her role as the administrative manager (and thus additionally a “*director*”⁷⁶) of Wai Yip (R8) as pleaded above, Yuki Chan (R18/Wai Yip) is directly or indirectly knowingly concerned in Wai Yip (R8)’s contravention of the FCR as pleaded above (as per s.91(d) of the Ordinance). Alternatively, she aided, abetted, counselled and/or procured the contravention by DBU and Wai Yip (R8) as pleaded above (as per s.91(b) of the Ordinance).

193. In addition, Yuki Chan (R18/Wai Yip) was involved in the Tsui Lam Tender in the manner pleaded above.

194. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of Yuki Chan (R18/Wai Yip) upon completion of discovery and/or administration of interrogatories (if so advised).

195. In the premises, in respect of the Tsui Lam Tender whereby Wai Yip (R8) contravened the FCR, Yuki Chan (R18/Wai Yip) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention or alternatively took no steps to prevent it.

196. Further, in the event the Tribunal determines that Wai Yip (R8) has contravened the FCR, it is averred that the conduct of Yuki Chan (R18/Wai Yip) (as a “*director*”⁷⁷ of Wai Yip (R8)) as pleaded makes her unfit to be concerned in the management of a company.

⁷⁶ Per the definition of “*director*” under s.2(1) of the Ordinance.

⁷⁷ Per the definition of “*director*” under s.2(1) of the Ordinance.

197. The Commission therefore also seeks a disqualification order against Yuki Chan (R18/Wai Yip) pursuant to ss.101 and 102 of the Ordinance for such period (not exceeding 5 years) as the Tribunal deems fit.

C5(k) HF Chan (R19/Wai Yip)

198. At all material times, HF Chan (R19/Wai Yip) is a director of Wai Yip (R8).

199. In the event the Tribunal determines that Wai Yip (R8) has contravened the FCR above, the Commission further seeks relief under the Ordinance against HF Chan (R19/Wai Yip) for a disqualification order pursuant to s.101 of the Ordinance as

- (1) He is a director of a company that has contravened a competition rule;⁷⁸
and
- (2) His conduct as a director makes him unfit to be concerned in the management of a company.⁷⁹

200. Further to paragraph 199(2) above, HF Chan (R19/Wai Yip) was fully responsible for tender pricing. In circumstances where Wai Yip (R8) is determined to have contravened the FCR in respect of Tsui Lam Tender, HF Chan (R19/Wai Yip) turned a blind eye and/or knew or ought to have known about Wai Yip (R8)'s Contravention, it is averred that the conduct of HF Chan (R19/Wai Yip) as pleaded makes him unfit to be concerned in the management of a company.

201. The Commission therefore also seeks a disqualification order against HF Chan (R19/Wai Yip) pursuant to ss.101 and 102 of the Ordinance for such period (not exceeding 5 years) as the Tribunal deems fit.

⁷⁸ See requirement in s.102(a) of the Ordinance.

⁷⁹ See requirement in s.102(b) and s.103 of the Ordinance.

C5(l) Involvement of WH Li (R20/Chun Hung)

202. Insofar as Chun Hung (R9) is held to have contravened the FCR, by reason of his role as the sole director and sole shareholder of Chun Hung (R9), WH Li (R20/Chun Hung) is directly or indirectly knowingly concerned in Chun Hung (R9)'s contravention of the FCR as pleaded above (as per s.91(d) of the Ordinance). Alternatively, he aided, abetted, counselled and/or procured the contravention by DBU and Chun Hung (R9) as pleaded above (as per s.91(b) of the Ordinance).
203. The Commission reserves the right to amend this ONA and/or provide further particulars in respect of the involvement of WH Li (R20/Chun Hung) upon completion of discovery and/or administration of interrogatories (if so advised).
204. In the premises, in respect of Neptune Terrace Tender whereby Chun Hung (R9) contravened the FCR, WH Li (R20/Chun Hung) had actual knowledge of the Subject Arrangement, contributed to and/or facilitated the relevant Contravention or alternatively took no steps to prevent it.
205. Further, in the event the Tribunal determines that Chun Hung (R9) has contravened the FCR, it is averred that the conduct of WH Li (R20/Chun Hung) (as a director of Chun Hung (R9)) as pleaded makes him unfit to be concerned in the management of a company.
206. The Commission therefore also seeks a disqualification order against WH Li (R20/Chun Hung) pursuant to ss.101 and 102 of the Ordinance for such period (not exceeding 5 years) as the Tribunal deems fit.

D. THE RELIEF SOUGHT

207. Based on the facts and matters set out above, the Commission has reasonable cause to believe that the contravention of the FCR by the 2nd to 9th Respondents involves SAC such that the Commission is not required to issue a Warning Notice before bringing the present enforcement action.

208. The Commission seeks the following relief under the Ordinance:

- (1) As against the 2nd to 9th Respondents:
 - (a) a declaration under s.94(1) of, and/or paragraph 1(a) of Schedule 3 to, the Ordinance that each of the 2nd to 9th Respondents has contravened the FCR;
 - (b) an order under s.93(1) of the Ordinance that, in respect of each Contravention, (i) the 2nd to 4th Respondents shall jointly and severally; and (ii) each of the 5th to 9th Respondents (as the case may be for each Contravention in respect of each Tender as pleaded above) shall, pay to the Government a pecuniary penalty in such amount as the Tribunal considers appropriate; and
 - (c) an order under s.96(1) of the Ordinance that the 2nd to 9th Respondents shall jointly and severally pay to the Government an amount equal to the reasonably incurred costs of and incidental to the Commission's investigation into their respective conduct or affairs, to be assessed;
- (2) As against the 3rd to 9th Respondents:
 - (a) an order under s.94(1) of, and/or paragraph 1(c) of Schedule 3 to, the Ordinance requiring each of the 3rd to 9th Respondents to adopt and to implement, to the reasonable satisfaction of the Commission, an effective competition compliance programme in such time period and manner as the Tribunal shall determine;
- (3) As against the 1st, 10th to 20th Respondents (except the 19th Respondent):
 - (a) a declaration under s.94(1) of the Ordinance that he or she has been involved in a contravention of the FCR; and

- (b) an order under s.93(1) of the Ordinance that he or she shall pay to the Government a pecuniary penalty in such amount as the Tribunal considers appropriate;
- (4) As against the 1st, 16th to 20th Respondents, a disqualification order under s.101(1) of the Ordinance;
- (5) As against each of the Respondents:
 - (a) orders pursuant to the Tribunal's jurisdiction under s.144(1) of the Ordinance that each shall pay the Commission's costs of and incidental to this Application, to be assessed; and
 - (b) such further or other relief as the Tribunal considers appropriate.

209. In connection with the pecuniary penalties and disqualification orders sought against the Respondents, in formulating its recommendations to the Tribunal on the appropriate amounts of pecuniary penalties as well as the period of disqualification, without prejudice to the Commission's right to refer to further circumstances, the Commission will likely have regard to, amongst others, the following aggravating circumstances (as particularized in paragraph 29 above):

- (1) the Subject Arrangement is widespread, systematic and/or prevalent;
- (2) the Subject Arrangement involved repeated false representations being made through the NCTCs which are plainly designed to advance public interest in preventing competition contraventions and protect the tendering party; and
- (3) the Subject Arrangement is operated by a syndicate and/or highly sophisticated, with an objective to secure a significant market share in the industry.

210. The Commission reserves the right to amend this ONA and/or provide further particulars upon discovery and/or administration of interrogatories.

Dated this 25th day of March 2026

ABRAHAM CHAN SC
BYRON CHIU
Counsel for the Applicant

King & Wood Mallesons

KING & WOOD MALLESONS
Solicitors for the Applicant

STATEMENT OF TRUTH

The Applicant believes the facts stated in this Originating Notice of Application are true.
I, Au Wai Leok, Head (Investigations III), am duly authorised to sign this statement on behalf of the Applicant.

A handwritten signature in blue ink, appearing to be 'Au Wai Leok', written over a horizontal line.

Name: Au Wai Leok

Position: Head (Investigations III)

Date: 25 March 2026

Name and address of the solicitors for the Applicant in Hong Kong for service:

King & Wood Mallesons, 13/F Gloucester Tower, The Landmark, 15 Queen's Road Central, Central, Hong Kong. (Ref: EW/SKH:800-0034018)

To: The Registrar, Competition Tribunal
38 Queensway, Hong Kong

and

Cheung Kwing Kuen (張焯權), the 1st Respondent, [REDACTED]
[REDACTED]
[REDACTED]

and

Smart Goal Construction Engineering Limited (俊豪建築工程有限公司) (In Liquidation), the 2nd Respondent, Flat/ Rm A-D of 26/F, Block B, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong; c/o Cheung Hok Hin, Alan and Suen Fuk Yuen, Bernie of Wing United CPA Limited, the Joint and Several Liquidators of the 2nd Respondent, Suite 708, 7/F., Greenfield Tower, Concordia Plaza, 1 Science Museum Road, Tsim Sha Tsui, Kowloon, Hong Kong

and

Lermond Development Group Limited (利民創建集團有限公司), the 3rd Respondent, Unit A, 26/F, Block B, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong

and

Dream Building Construction Engineering Limited (頂豐建築工程有限公司), the 4th Respondent, Unit D, 26/F, Block B, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong

and

Lau Sek Cheung (劉錫章) (trading as Cheung Lee Construction Co (祥利建築公司)), the 5th Respondent, Flat/Room H, 16/F, Wing Hong Factory Building, 18-26 Kwai Fung Crescent, Kwai Chung, New Territories, Hong Kong

and

Ngai Lam Building Construction Co. Limited (藝林建築工程有限公司), the 6th Respondent, Room 816, 8/F., Peninsula Centre, 67 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong

and

Wang Yat Construction Limited (宏溢營造工程有限公司), the 7th Respondent, Unit D, 3/F, Freder Centre, 62-68 Sung Wong Toi Road, To Kwa Wan, Hong Kong

and

Wai Yip Development Construction Limited (瑋業發展建築有限公司), the 8th Respondent, Room 312, 3/F, Brill Plaza, 82-84 To Kwa Wan Road, To Kwa Wan, Kowloon, Hong Kong

and

Chun Hung Construction & Engineering Limited (竣鴻工程有限公司), the 9th Respondent, Room 06, 10/F, International Plaza, 20 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong

and

Chan Kin Keung (陳健強), the 10th Respondent, [REDACTED]
[REDACTED]

and

Chow Shuk Ha (周淑霞), the 11th Respondent, [REDACTED]
[REDACTED]

and

Lee Wai Hung (李偉雄), the 12th Respondent [REDACTED]
[REDACTED]

and

Siu Wing Hong (蕭永康), the 13th Respondent [REDACTED]
[REDACTED]
[REDACTED]

and

Wong Ming Keung (黃明強), the 14th Respondent, [REDACTED]
[REDACTED]
[REDACTED]

and

Lau Wing Sum (劉永森), the 15th Respondent, [REDACTED]
[REDACTED]

and

Ngai Sang Wong (魏生旺), the 16th Respondent, [REDACTED]
[REDACTED]

and

Lai Kam Chuen (黎錦全), the 17th Respondent, [REDACTED]
[REDACTED]

and

Chan Ka Yuk (陳嘉玉), the 18th Respondent, [REDACTED]
[REDACTED]

and

Chan Heung Fat (陳响發), the 19th Respondent, [REDACTED]
[REDACTED]

and

Li Wai Hung (李偉雄), the 20th Respondent, [REDACTED]
[REDACTED]

Issued from the Registry of the Competition Tribunal this 25th day of March 2026.

Note: This Notice may not be served later than 6 months beginning with the above date unless its validity is extended by the Competition Tribunal.

Registrar

Version for A, R1 to R20 and the public
CTEA / / 2026

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COMPETITION TRIBUNAL ENFORCEMENT ACTION
NO. / OF 2026**

BETWEEN

COMPETITION COMMISSION	Applicant
and	
CHEUNG KWING KUEN (張焯權)	1 st Respondent
SMART GOAL CONSTRUCTION ENGINEERING LIMITED (俊豪建 築工程有限公司) (IN LIQUIDATION)	2 nd Respondent
LERMOND DEVELOPMENT GROUP LIMITED (利民創建集團有 限公司)	3 rd Respondent
DREAM BUILDING CONSTRUCTION ENGINEERING LIMITED (頂豐建築工程有限公司)	4 th Respondent
LAU SEK CHEUNG (劉錫章) (trading as CHEUNG LEE CONSTRUCTION CO (祥利建築公 司))	5 th Respondent
NGAI LAM BUILDING CONSTRUCTION CO LIMITED (藝 林建築工程有限公司)	6 th Respondent
WANG YAT CONSTRUCTION LIMITED (宏溢營造工程有限公司)	7 th Respondent
WAI YIP DEVELOPMENT CONSTRUCTION LIMITED (瑋業 發展建築有限公司)	8 th Respondent
CHUN HUNG CONSTRUCTION & ENGINEERING LIMITED (竣鴻工 程有限公司)	9 th Respondent
CHAN KIN KEUNG (陳健強)	10 th Respondent
CHOW SHUK HA (周淑霞)	11 th Respondent
LEE WAI HUNG (李偉雄)	12 th Respondent
SIU WING HONG (蕭永康)	13 th Respondent
WONG MING KEUNG (黃明強)	14 th Respondent

LAU WING SUM (劉永森)	15 th Respondent
NGAI SANG WONG (魏生旺)	16 th Respondent
LAI KAM CHUEN (黎錦全)	17 th Respondent
CHAN KA YUK (陳嘉玉)	18 th Respondent
CHAN HEUNG FAT (陳响發)	19 th Respondent
LI WAI HUNG (李偉雄)	20 th Respondent

ORIGINATING NOTICE OF APPLICATION

Dated the 25th day of March 2026
Filed on the 25th day of March 2026

KING & WOOD MALLESONS
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