

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
Agriculture, Fisheries and Conservation Department
INVITATION TO TENDER**

Tender Ref. : AFCD/PPS/1/18

File Ref. : L/M (PPS/TLES/9N) in AF GR CRP
06/9/1 Pt.5

TENDER FORM

Contract No. :

LODGING OF TENDER

To be acceptable as a tender, this tender must be duly completed in TRIPPLICATE and enclosed in a sealed plain envelope marked

**"Tender for the Provision of Cleansing Services
for Tai Lung Experimental Station(TLES),
(Tender Ref: AFCD/PPS/1/18)"**

and addressed to the Chairmanof Tender Opening Committee.....

must be deposited in the Government Logistic Department.....

Tender Box situated at Ground Floor, North Point Government Office, 333 Java Road, North Point, Hong Kong.....

before 12:00 noon (Hong Kong Time) on 13 August 2018 (date). Late tender will not be accepted.

INTERPRETATION

PART 1 – TERMS OF TENDER

PART 2 – CONDITIONS OF CONTRACT

PART 3 – CONTRACT SCHEDULES

PART 4 – OFFER TO BE BOUND

PART 5 – MEMORANDUM OF ACCEPTANCE

The tender documents for this Invitation to Tender are set out in Clause 1 of the Terms of Tender.

The above Tender Document is deposited with tenderers upon successful registration with the tender issuing department for receiving tender invitation. Copies can also be obtained from the following :

Agriculture, Fisheries and Conservation Department
5/F Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road
Kowloon, Hong Kong

Dated this 29 day of June 20 18



(CHEUNG Wai-tuen)
Government Representative
Agriculture, Fisheries and Conservation Department

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Important Reminders for Tenderers

Tenderers shall go through the entire Tender Document and submit all the required documents together with their Tenders in accordance with the tender requirements before the Tender Closing Time.

Tenderers should also refer to Clauses 3, 4, 5, and 6 of the Terms of Tender, please tick “✓” in the boxes below to indicate you have completed and submitted the documents required.

- Part 1 Appendix A - Tenderer's Information and Declaration**
 - Section 1 Tenderer's Portfolio
 - Section 2 Tenderer's Business Experience in Provision of Cleansing and Gardening Services
 - Section 3 Declaration of Conviction of Offences
 - Section 4 Election of Method of Payment of Contract Deposit
- Part 1 Appendix B – Supporting Documents to be Submitted by the Tenderer**
 - Copy of a valid Business Registration Certificate
 - Copy of the current Memorandum and Articles of Association, the Certificate of Incorporation and any other corporate documents evidencing business status (where applicable)
 - Copy of documentary evidence of relevant experience
 - Copy of certificate of insurance
 - Copy of certificate of compliance and / or test report for biodegradable plastic litter bags
- Part 1 Appendix C - Price Proposal *****
- Part 1 Appendix D –Wage Proposal for Cleaners and Cleansing Supervisors**
- Part 1 Appendix E - Management Plan and Work Plan**
- Part 4 Offer to be bound duly completed and signed*****
- Submission in Triplicate**
- All submissions should be enclosed in a sealed plain envelope and marked as follow:**

**“Tender for Provision of Cleansing Services for Tai Lung Experimental Station (TLES).
(Tender Reference: AFCD/PPS/1/18)”**

Failure to submit the documents with “***” by the Tender Closing Date and time shall render the tender disqualified and the tender will not be considered further.

This reminder is by no means exhaustive and is provided for Tenderers' reference only. It shall not be deemed to form part of the Tender Document. Nothing in this reminder shall limit the Government's absolute right to request any other information/supporting documents in connection with or arising out of this Invitation to Tender.

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INTERPRETATION

1. In the Tender Document and the Contract, the following words and expressions have the meaning hereby assigned to them except when the context otherwise requires –

“AFCD”	means the Agriculture, Fisheries and Conservation Department;
“Cleaners”	means any one or more of the cleaners deployed by the Contractor for performing the general cleansing and related tasks under Contract Schedule 2 in the provision of the Services;
“Cleansing Supervisor”	means one of the Cleaners appointed by the Contractor as the Cleansing Supervisor for performing the supervisory duties under Contract Schedule 2 in the provision of the Services;
“Commencement Date”	means 1 October 2018, or such other date as may be specified in writing / in the Letter of Conditional Acceptance by the Government Representative;
“Contract”	means the contract made between the Contractor and the Government for the provision of the Services on the terms set out in the Tender Documents and, where applicable, in the documents submitted by the Contractor to the Government as part of its tender, and accepted by the Government;
“Contract Area”	means Tai Lung Experimental Station (TLES) as delineated in the maps of Contract Schedule 3;
“Contract Deposit”	means the deposit as more particularly described in Clause 11 of the Terms of Tender and Clause 19 of the Conditions of Contract;
“Contract Manager”	means the individual appointed by the Contractor as Contract Manager pursuant to Part 2 of Contract Schedule 2 whose responsibilities are particularly stipulated in Part 2 thereof;
“Contract Period”	means the period during which the the Contract shall subsist ana as specified in Clause 1(a) of the Conditions of Contract including any extension as notified by the Government pursuant to Clause 1 (b) of the Conditions of the Contract;
“Contract Schedule”	means the contract schedules in Part 3 of the Tender Documents;
“Contractor”	means the Tenderer whose tender has been accepted by the Government;
“Contractor’s Employees” or “Employees”	means the persons deployed by the Contract to perform the Services, including the individuals who perform the duties of a Contract Manager, Cleansing Supervisor, and Cleaners;

“Demerit Point” or “Demerit Points”	means the demerit point as described in Clause 3(c)(v) of the Terms of Tender and Clause 8 of the Conditions of the Contract;
“Facilities”	means all the facilities in the Contract Area as specified in Contract Schedule 3;
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Government”	means the Government of the Hong Kong Special Administrative Region of the People's Republic of China;
“Government Property”	means the tools, equipment, furniture and all other materials owned by the Government;
“Government Representative”	means the Director of Agriculture, Fisheries and Conservation of the Government or any officer from time to time authorised to act on his behalf for the purposes of the Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to in Clause 10(c) of the Terms of Tender;
“Monthly Fee”	means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 12 of the Conditions of Contract subject to and after any deductions in respect of that month;
“Monthly Rate”	means the monthly rate for calculating remuneration for the Services as set out in Contract Schedule 4 chargeable by the Contractor to the Government for the provision of the Services before deductions;
“Notice of Default”	means a notice issued under Clause 8 of the Conditions of Contract;
“Services”	means the provision of cleansing services at the Contract Area and includes all other obligations, tasks and duties ancillary or incidental thereto in accordance with Contract Schedule 2 – “Service Requirements” and subject to all the terms and conditions of the Contract;
“Standard Employment Contracts”	means the written employment contracts to be entered into between the Contractor and the Cleaners, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks:

<http://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/common/Standard_Employment_Contract_Chi_Rev2_017.04.11.pdf> for Chinese version or

<http://www.afcd.gov.hk/english/tender/tender_rel/files/common/Standard_Employment_Contract_Eng_Rev_2017.04.11.pdf> for English version;

“Statutory Minimum Wage” or “SMW”	means the hourly wage rate as specified in Schedule 3 to the Minimum Wage Ordinance (Cap. 608);
“Statutory Minimum Wage (SMW) plus rest day pay rate”	Has the meaning given to in the Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts, which may be downloaded at the hyperlink provided in Clause 4 of the Conditions of Contract;
“Tender Closing Date”	means the latest date by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 7(b) of the Terms of Tender;
“Tender Document”	means the documents as specified in Clause 1 of the Terms of Tender and any addendum issued under Clause 29 of the Terms of Tender;
“Tender Validity Period”	means the period of time mentioned in Clause 14 of the Terms of Tender during which a tender is to remain open;
“Tenderer”	means a company who has submitted a tender in response to this invitation to tender;
“Working Hours”	means, in relation to Cleaners, the period in each day from 0800 to 1700 which includes one hour meal break mentioned in Part 3 of Contract Schedule 2.

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; reference to any person shall include references to individual, firm, public body, body corporate or unincorporated (whenever established or incorporated).
3. Section, part or clause headings to any provision, schedule, annex, appendix and other attachments of this Tender Document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Document.
4. Where in any part of the Tender Document reference is made to a part, clause, sub-clause, schedule, annex, appendix or attachment by number or letter, such reference, unless expressly stipulated otherwise, shall be construed as a reference to the clause, sub-clause, schedule, annex, appendix or attachment of that number or letter contained in that part of the Tender Document.
5. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
6. Reference to time and dates in the Tender Document shall be construed as Hong Kong time and dates.
7. Reference to a day refers to a calendar day; reference to a working day means any day other than Saturdays and General Holidays; reference to a month or a monthly period refers to a calendar month.

8. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
9. Where a word or expression is defined in the Tender Document, the meaning of such word or expression extend to its grammatical variations and cognate expressions as used in the Tender Document; and any reference to and the definition of any document shall be deemed to be a reference to such document (including any schedules and/or appendices thereto) as from time to time amended, supplemented, modified, novated or replaced (in whole or in part), but disregarding any amendment, supplement, variation or replacement taking place in breach of the terms of such document.
10. Any word or expression to which a specific meaning has been attached in any part of any of the Tender Document shall bear such meaning whenever it may appear in the same or other parts of the Tender Document.
11. Unless otherwise provided, all payments should be made in Hong Kong currency.

**PART 1
TERMS OF TENDER**

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Provision of Cleansing Services to Tai Lung Experimental Station (TLES)**PART 1
TERMS OF TENDER**

NOTE: THIS TENDER IS COVERED BY THE AGREEMENT ON GOVERNMENT PROCUREMENT OF THE WORLD TRADE ORGANIZATION.

1. Tender Documents

- (a) The Tender Documents, identified as Tender Ref. AFCD/PPS/1/18, comprise of the following documents: -
- (i) Lodging of Tender;
 - (ii) Interpretation;
 - (iii) PART 1 – Terms of Tender with Appendices A to G;
 - (iv) PART 2 – Conditions of Contract with Annex A;
 - (v) PART 3 – Contract Schedules 1 to 8;
 - (vi) PART 4 – Offer to be Bound; and
 - (vii) PART 5 – Memorandum of Acceptance.
- (b) The definitions and rules of interpretation as provided for in Sheets 1 to 4 shall apply to the whole set of the Tender Documents and the Contract unless the context provides otherwise.

2. Invitation to Tender

Tenders are invited for the provision of the Services to the Government at the Contract Area on such terms and conditions as set out in the Terms of Tender, the Conditions of Contract and the Contract Schedules.

3. Essential Requirements and Information to be Submitted

All tenders will be checked against the essential requirements. Tenders that fail to meet any of the essential requirements set out in this Clause will not be considered

further or evaluated: -

(a) Experience and Qualification Requirements

Tenderers must have at least an aggregate of FIVE (5) years' of experience in the provision of indoor and outdoor cleansing and gardening services during the ten (10) years immediately preceding to the Tender Closing Date [Note A].

Note A: The following rules will be adopted in determining the validity of the "experience" gained by a Tenderer: -

- (1) Experience gained in a contract in the name of the Tenderer will be counted.
- (2) Experience of the Tenderer gained in the capacity of an unincorporated joint venture, a shareholder of a body corporate or as a participant of an incorporated joint venture **will not** be counted.
- (3) Experience will be counted regardless of whether the Tenderer has gained it as a main contractor or sub-contractor.
- (4) A Tenderer is required to provide relevant information to substantiate their claim on past experience in Section 2 of the Appendix A hereto or otherwise such other documentary evidence to the satisfaction of the Government Representative. Otherwise, the respective experience claimed shall not be counted.
- (5) A Tenderer's experience under different contracts will not be double-counted for any overlapping periods. The required years of experience is to be counted in days, i.e. "an aggregate of at least five (5) years" is equivalent to have accumulated not less than 1,825 (i.e. 365 days x 5) days of experience in providing indoor and outdoor cleansing and gardening services under one or more contracts. [DOJ: please use either "under one or more contracts" or "under a single or different contracts" as these two phrases mean the same thing.]
- (6) A Tenderer's experience under different contracts with overlapping periods is to be counted in accordance with the following example: -

Contracts performed by a Tenderer	Contract period	Contract period without overlapping with the earlier contract	Number of days of experience counted in the tender evaluation
Contract A	16.4.2003-15.4.2005	16.4.2003-15.4.2005	731 days
Contract B	1.10.2004-31.3.2006	16.4.2005-31.3.2006	350 days

Contract C	1.1.2005-31.12.2006	1.4.2006-31.12.2006	275 days
Contract D	1.5.2005-30.4.2007	1.1.2006-30.4.2007	484 days
		Total:	1,840 days

(b) No Subcontracting of Services

No proposal for sub-contracting of all or any parts of the Contract shall be made. A Tender containing a sub-contracting proposal will not be considered further and will be disqualified.

(c) Conviction Record and Past Performance

Non-Conviction

(i) A Tenderer who is convicted of an offence under the relevant sections of the following Ordinances is debarred from tendering this Contract for a period of 5 years (“debarment period”) from the date of the Tenderer’s last conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism referred to in sub-clause (iv) below:

- (1) the Employment Ordinance (Cap. 57) and/or the Employees’ Compensation Ordinance (Cap. 282), convictions of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221);
 - (2) Section 17I(1) of the Immigration Ordinance (Cap. 115);
 - (3) Section 89 of the Criminal Procedure Ordinance (Cap. 221) or Section 41 of the Immigration Ordinance (Cap. 115);
 - (4) Section 38A(4) of the Immigration Ordinance (Cap. 115); and
 - (5) Section 7, 7A, or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485)
- (collectively “relevant Ordinances”).

Subject to sub-clause (iv) below, any Tender submitted by a Tenderer who is debarred from tendering this Contact will not be considered.

- (ii) For the purpose of debarment, a conviction will count if the Tenderer was convicted of an offence under the relevant Ordinances in relation to any Government or private contract and irrespective of the type of services offered under that contract. Convictions will be counted by the number of summonses convicted.
- (iii) For the avoidance of doubt,
 - (1) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before such evaluation is conducted; and
 - (2) if the Tenderer is a partnership, an unincorporated joint venture or an incorporated joint venture, the Tenderer is deemed to be convicted of an offence under the relevant Ordinances if any participant of the partnership or unincorporated joint venture (“Participant”) or any shareholder (“Shareholder”) of the incorporated joint venture has been convicted of an offence under the relevant Ordinances in the debarment period. For the purpose of this Clause, “Participant” means a company participating in the partnership or unincorporated joint venture; “Shareholder” means a company holding the share of the incorporated joint venture; and a “company” has the meaning assigned to it in section 2(1) of the Companies Ordinance, Cap. 622 and includes a non-Hong Kong company as defined in that ordinance.
- (iv) The debarment period applicable to the relevant Tenderer stands until and unless a revised debarment period is determined by the Central Tender Board. The revised debarment period will apply to this Invitation to Tender if it is determined by the Central Tender Board under the established review mechanism before the Tender Closing Date. However, the revised debarment period will become invalid as soon as the Tenderer is convicted of an offence under the relevant Ordinances subsequent to the Central Tender Board’s

determination. For details of the review mechanism, please visit the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at http://www.fstb.gov.hk/tb/en/docs/review-mechanism_e.pdf.

(v) A Tenderer must complete and submit Section 3 of Appendix A as part of its Tender stating that it and where applicable, each of its Participants or Shareholders:

- (1) have not been convicted of any offence; or
- (2) have been convicted of any offence (together with particulars of the conviction, including without limitation, dates of all such convictions),

under the relevant Ordinances during the 5-year period immediately preceding the Tender Closing Date. Where any conviction is under appeal or review, the Tenderer must also specify in Section 3 of Appendix A the date when the appeal or review is expected to be heard.

(vi) Section 3 of Appendix A to the Terms of Tender must be certified to be true and correct by an authorized person of the Tenderer who is duly authorised to submit the Tender for and on behalf of the Tenderer. Without prejudice to any other rights which the Government has or may have, the Government will not consider the Tender if Section 3 of Appendix A to the Terms of Tender is found to be false or untrue about any conviction of an offence under the relevant Ordinances. Where the Tenderer has been awarded the Contract, the Government may, without prejudice to any other rights which it has or may have, forthwith terminate the Contract.

(vii) The Tenderer must consent and must procure its Participants or Shareholders to consent to and authorise (i) the Government Representative to obtain from any Government bureaux/departments documents or information in relation to any conviction of an offence under the relevant Ordinances; and (ii) the relevant Government bureaux/departments to release and make available to the Government Representative all documents or information in relation to such conviction.

Demerit Point System

- (viii) A Tenderer's past performance will be assessed with reference to compliance with its contractual obligations in respect of non-skilled workers employed for or in connection with the performance of the Tenderer's contracts with the Government (except temporary relief worker whose period of employment does not exceed 7 days) on the following matters:
- (1) wages;
 - (2) daily maximum working hours;
 - (3) the requirements on signing Standard Employment Contracts;
 - (4) making wage payment by means of autopay (payment by cheque is only allowed upon termination of employment contract and upon the request of the worker concerned).
- (ix) A default notice would be issued to the Tenderer concerned for each breach of those contractual obligations set out in sub-clause (viii) above. Each default notice would attract one Demerit Point.
- (x) If a Tenderer has accumulated, over a continuous period of 36 months, an aggregate of three (3) or more Demerit Points on or after 1 May 2006 from one or more Government bureaux/departments for its non-compliance with those contractual obligations as set out in sub-clause (viii) above, the Tenderer is debarred from tendering for this Contract for a period of 5 years from the date the 3rd Demerit Point is obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.
- (xi) Demerit Points under appeal will still be counted for the purpose of debarment until it is overruled by the appeal panel set up by the procuring Government department concerned.

4. Wages Requirements

- (a) (i) Subject to sub-clause (b) below, it is a contractual requirement of the Contract that the proposed monthly wage for each Cleaner (including Cleansing Supervisor)

must not be less than the “SMW plus rest day pay rate” on the basis of thirty-one (31) days (twenty-seven(27) maximum number of normal working days plus four (4) paid rest days) per month and eight (8) normal hours of work per day (hereinafter referred to as the “**SMW plus paid rest days**”).

- (ii) For the avoidance of doubt, if the working days or working hours of a Cleaner or a Cleansing Supervisor deviate from the time basis specified in Clause 4(a) above, the SMW plus paid rest days of such Cleaner or Cleansing Supervisor shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract.

- (b) Non-government organizations which provide rehabilitation services such as Shelter Workshops, Supported Employment Services, Integrated Vocational Rehabilitation Services Centers, who intends to deploy Cleaners that are PWD may apply exemption from the wage requirements by submitting necessary information and supporting documents for consideration.

- (c) The monthly wage payable by the Contractor to each Cleaner (including the Cleansing Supervisor) must not be less than the higher of (i) the corresponding proposed monthly wage quoted by the Contractor in Appendix D; and (ii) the “**SMW plus rest day pay rate**”. (Note A)

- (d) If the monthly wage for the Cleaners or Cleansing Supervisor proposed in Appendix D to the Terms of Tender is less than the monthly wage rate mentioned in Clause 4(a) above, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than **the SMW plus paid rest days** for the purpose of tender evaluation.

- (e) The Government Representative may at any time before the tender exercise is completed request the Tenderer to confirm its abidance by **the SMW plus paid rest days**. Should the Tenderer refuse to or otherwise fail to confirm such abidance, its tender will not be considered further.

- (f) If the Tenderer proposes in Appendix D to the Terms of Tender a monthly wage higher than **the SMW plus paid rest days**, that higher monthly wage will become binding on the Tenderer should the Tenderer be awarded the Contract.

Explanatory notes for the “SMW plus rest day pay rate”

Note A:

- (i) The “SMW plus rest day pay rate” on the basis of 31 days (27 working days plus 4 paid rest days) per month, 8 normal hours of work per day and current minimum hourly wage rate (HK\$34.5) is HK\$8,556 per month.
- (ii) The “SMW plus rest day pay rate” on the basis of 27 days (23 working days plus 4 paid rest days) per month, 9 normal hours of work per day and current minimum hourly wage rate (HK\$34.5) is HK\$8,383.5 per month.
- (iii) The SMW may be adjusted from time to time. Under no circumstances will the Government accept any request for price adjustment on such grounds. A Tenderer should take into consideration the adjustment of SMW and its impact on the monthly wage and price quotation. The Government will not provide any “top-up” arrangement in case of any adjustment of SMW.
- (iv) The “SMW plus rest day pay rate” on the basis of work patterns other than that in Note A(i) or A(ii) above should be derived with reference to Example 1 on “Determining the monthly wages” in the “Guidance Notes on Signing of Standard Employment Contract for Employees of Contractors of Government Service Contracts” at the end of the Standard Employment Contract.

5. Tender Preparation

- (a) Tenders and accompanying documents must be completed in English or Chinese and in ink or typescript, duly signed and stamped with company chop as appropriate and submitted in a sealed envelope clearly marked “Tender for Provision of Cleansing Services to Tai Lung Experimental Station (TLES) (Tender Reference: AFCD/PPS/1/18)”.
- (b) Tenderers must complete the following documents and all necessary information including documentary evidence which are necessary for Tender evaluation and submit all of the following documents in **triplicate**:
 - (1) PART 1 – Appendix A - Tenderer’s Information and Declaration;
 - (2) PART 1 – Appendix B – Supporting Documents to be submitted by the Tenderer;
 - (3) PART 1 – Appendix C - Price Proposal;
 - (4) PART 1 – Appendix D - Wage Proposal for Cleaners and Cleansing Supervisors;
 - (5) PART 1 – Appendix E - Management Plan and Work Plan; and
 - (6) PART 4 – Offer to be Bound duly signed by the Tenderer.

- (c) **Failure to submit the documents in sub-clause (b) (3) and (6) above on or before the Tender Closing Date shall render the tender invalid and the tender will not be considered further.** Failure to submit other documents in sub-clause (b) by the Tender Closing Date may render the tender not to be considered any further at the discretion of the Government.
- (d) When completing the Tender Form, Tenderers shall ensure that:
- (i) the name of the Tenderer must be the same as the name shown on the Certificate of Incorporation when the company is incorporated under the Companies Ordinance (Cap. 622) or the Certificate of Change of Name (if any) or other similar ordinance elsewhere; and
 - (ii) all the forms are duly signed by the Tenderer (in the case of a sole proprietorship) or a partner of the Tenderer (in the case of a partnership) or the Tenderer's authorized person or persons for and on behalf of the Tenderer (in the case of an incorporated company);
- (e) Tenderers should incorporate the following information in the management plan and work plan (as set out in Appendix E hereto) with the specified page limit:
- (i) Management Plan (5-10 pages excluding attachments)
 - Name, expertise and qualification of Tenderer's managerial and supervisory staff;
 - The organization chart of the proposed work force to be deployed by the Tenderer for the provision of Services;
 - Details of the Tenderer's training programmes for its operational and supervisory/managerial staff for the performance of the Services;
 - Details of arrangement for supervision and inspection of frontline workers.
 - (ii) Work Plan (5-10 pages excluding attachments)
 - The distribution of work for staff and deployment of staff and resources for completing the Services and meeting the performance requirements;
 - Details of arrangement for provision of leave relief worker to relieve those staff on leave (including rest day, holidays and other leaves) or

absent from duty;

- Monthly working programme and daily work schedule in a sampled month; and
- Safety measures adopted in carrying out the Services.

- (f) The submitted management plan and work plan (as set out in Appendix E hereto) if accepted by the Government will form part of the tender and may be subject to such modification as may requested by the Government. Tenderers may also include other materials or suggestions as appropriate to facilitate consideration of its offer by the Government.
- (g) Tenderers should tick the reminder attached at the front of this tender documents and ensure all the necessary documents are completed and submitted.

6. Submission of Tender

- (a) A tender to be submitted in response to this invitation to tender shall be submitted in **TRIPLICATE (i.e. one set of originals and two sets of copies)** with all necessary information including documentary evidence necessary for tender evaluation and addressed to the Chairman, Tender Opening Committee, and be deposited in the Government Logistics Department Tender Box situated at the lift lobby on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before the Tender Closing Date. The envelopes must not bear any indication which may relate them to a particular Tenderer. **Late tenders WILL NOT BE CONSIDERED.**
- (b) If a black rainstorm warning signal is issued or tropical cyclone signal No.8 or above is in effect for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Tender Closing Date, the closing time of this tender will be extended to 12:00 noon (Hong Kong time) on the next working day (excluding Saturday) after the black rainstorm warning signal or tropical cyclone signal No.8 or above is cancelled.
- (c) No modification to the terms set out in the Tender Document may be submitted or proposed by a Tenderer. Any modifications proposed or submitted by a Tenderer in

contravention of this requirement will be ignored and will not be treated as part of its tender. Any appendices/annexes to the Terms of Tender and Contract Schedules issued with this invitation to tender must not be altered by the Tenderer.

- (d) Figures submitted by the Tenderer should not be altered or erased. Any alteration to the figures in a Tenderer's proposal should be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the Tenderer in ink.
- (e) Each Tenderer may only submit **ONE** tender.

7. Anti-collusion

- (a) By submitting a tender, the Tenderer represents and warrants that in relation to its tender: -
 - (i) it has not communicated and will not communicate to any person other than the Government the amount of any tender price;
 - (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- (b) In the event that the Tenderer is in breach of any of the representations and/or warranties in sub-clause (a) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government: -
 - (i) reject the tender;
 - (ii) if the Government has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- (c) The Tenderer shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the

representations and/or warranties in sub-clause (a) above.

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

8. Assessment of Tenders

- (a) All tenders will be checked against the essential requirements stipulated in Clause 3 of the Terms of Tender. Tenders that fail to meet ANY of the essential requirements will not be further processed for evaluation. Only those conforming to ALL the essential requirements will be further evaluated.
- (b) Only tenders that have been found to have complied with all the essential requirements will be further evaluated for the Total Estimated Contract Value submitted by the Tenderer in Appendix C – Price Proposal.
- (c) Any discount payment offered by a Tenderer in Appendix C will not be taken into consideration except where two (2) or more conforming offers submit the same Total Estimated Contract Value in Appendix C. In such case, the Tenderer that submits the highest (higher) percentage of payment discount for payment within 14 and 28 days respectively will be considered in sequence.

9. Basis of Acceptance and Award of Contract

- (a) Tenders will be considered on an overall basis. A tender with only partial or incomplete offers will NOT BE CONSIDERED further.
- (b) The Government is not bound to accept the tender with the lowest Total Estimated Contract Value or any tender or to give any reasons for doing so.

- (c) The successful Tenderer will receive a Letter of Conditional Acceptance from the Government notifying it the Government's conditional acceptance of its tender, subject to delivery to the Government of the Contract Deposit pursuant to Clause 11 of the Terms of Tender and fulfillment of any other conditions as the Government may specify therein.
- (d) Upon and subject to the successful Tenderer having duly complied with Clause 11 of the Terms of Tender and such other conditions as may be specified in the Letter of Conditional Acceptance by a specified date ("Specified Date"); and subject always to the successful Tenderer not being debarred from participating in this tender exercise on the Specified Date by having obtained any conviction under the relevant Ordinances under Clause 3(c)(i) or having obtained three (3) or more Demerit Points under Clause 3(c)(v) of the Terms of Tender, a legally binding Contract will come into existence as from the date of the Letter of Conditional Acceptance between the Government and successful Tenderer.
- (e) If the successful Tenderer who receives the Letter of Conditional Acceptance fails to deliver the Contract Deposit in accordance with Clause 11 of the Terms of Tender or fulfill such other conditions as may be stipulated in the Letter of Conditional Acceptance by the Specified Date, or if the successful Tenderer, though having delivered the Contract Deposit and fulfilled all other conditions stipulated in the Letter of Conditional Acceptance, has obtained any conviction or Demerit Points as described in sub-clause (d) above, the Letter of Conditional Acceptance issued to the Tenderer shall lapse and be of no effect and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.
- (f) Tenderers who do not receive any notification within the Tender Validity Period shall assume that their tenders have not been accepted.

10. Prices Tendered

- (a) Tenderers should ensure that the prices quoted in its tenders are accurate before submitting its tender. Under no circumstances shall the Government be obliged to accept any request price adjustment on grounds that a mistake has been made in the

price quoted.

- (b) All prices quoted in the Tender shall be in Hong Kong dollars and, if accepted by the Government, shall remain valid and binding throughout the Contract Period. Such prices shall be net and where applicable, shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor. No request for price variation will be considered. Prices quoted in other currencies will render the tender invalid.
- (c) Without prejudice to the generality of the Conditions of Contract, the Government may require a Tenderer, who in the opinion of the Government has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that it is capable of carrying out and completing the Contract. A Tenderer's failure to so justify and demonstrate to the Government's satisfaction would entitle the Government to reject the tender.

11. Contract Deposit

- (a) The successful Tenderer must pay the Contract Deposit either by cash or in the form of a banker's guarantee. Each Tenderer should state clearly in Section 4 of Appendix A the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government by cash.
- (b) If the Total Estimated Contract Value payable by the Government to the successful Tenderer exceeds HK\$1.4 million but is less than or equals to HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer must deposit with the Government, within fourteen (14) days from the date of the Letter of Conditional Acceptance, a Contract Deposit of an amount equivalent to two percent (2%) of the Total Estimated Contract Value.
- (c) If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the banker's guarantee must comply with the following:
 - (i) it must be issued by a bank that holds a valid banking licence granted under Banking Ordinance (Cap.155) and acceptable to the Government;

- (ii) unless otherwise agreed by the Government, it must be on the terms set out in **Appendix F**; and
 - (iii) the banker's guarantee must come into effect on the Commencement Date unless another date is specified in the Letter of Conditional Acceptance and remain in force until such time as specified in the banker's guarantee.
- (d) Due payment of the Contract Deposit is a condition precedent to the award of the Contract. If the successful Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in sub-clause (b) above, any Letter of Conditional Acceptance issued to the Tenderer shall lapse and be of no effect and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.

12. Tenderer's Response to the Government's Enquiries

In the event that the Government determines that clarification of any tender is necessary, it will advise the Tenderer accordingly indicating whether the Tenderer should provide any clarification or further information relating to its tender. Each Tenderer shall thereafter within five (5) working days after the date of the Government's request or such other period as specified in the request submit the requested clarification or further information. Tenders may not be considered if complete information is not provided as required.

13. Tender to Remain Open

- (a) Tenders submitted shall remain valid and open for acceptance by the Government on these terms for not less than one hundred and eighty (180) days after the Tender Closing Date.
- (b) If before expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action and this may prejudice its future standing as a Government contractor.

14. Offer to be Bound

- (a) All parts of the Tender Document submitted and offered by the Tenderer shall be

binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its tender. In the event that a Tenderer discovers an error in its tender after the tender has been deposited, the Tenderer may correct the same in a separate letter before the Tender Closing Date. No request for adjustment or for variation whatsoever will be allowed or entertained after the Tender Closing Date.

- (b) By signing the “Offer to be Bound”, a Tenderer confirms that its offer has been made subject to the terms and conditions contained in the Tender Documents, and any variation or adjustment agreed with the Government and upon being accepted by the Government, be incorporated into and form part of the Contract.

15. Documents of Unsuccessful Tenderers

Documents submitted by unsuccessful Tenderers shall be retained for a period of not less than three (3) years after the Contract has been awarded and the agreement signed and may be destroyed thereafter.

16. Complaints about Tendering Process or Contract Award

A Review Body on Bid Challenges under the WTO GPA has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA. The relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department. They may also be sent to the interested parties upon request to the Secretariat of the Review Body. In the event that a Tenderer believes that a breach of the WTO GPA has occurred, the Tenderer may, within 10 working days after it knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless the Tenderer is encouraged to seek resolution of its complaint in consultation with the procuring department before lodging a complaint to the Review Body. In such instances, the procuring department will accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body. The Review Body may receive and consider a late challenge but a challenge will not be considered if it is filed later than 30 working days after the basis of the challenge is known or reasonably should have been known to the Tenderer.

17. Undisclosed Agency

The person who signs a tender as Tenderer shall be deemed to be acting as a principal unless it discloses therein that it is acting as an agent only, in which case it shall also disclose therein the name, address and the name(s) of the contact person(s) of its principal.

18. Personal Data Provided

- (a) All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender).
- (b) By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in sub-clause (a) above.

19. Warning against Bribery

- (a) The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- (b) The successful Tenderer must inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer must also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of

the sub-contractors once selected.

20. New Information Relevant to Qualified Status

Tenderers should inform the Government in writing immediately of any factor which might affect their qualified status as an enlisted supplier with the Government, or as a qualified supplier for a particular service. The Government reserves the right to review their qualified status in light of any new information relevant to their qualification.

21. Consent to Disclosure

- (a) The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer, particulars of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer and the Total Estimated Contract Value.
- (b) Nothing in this Clause 21 will prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Clause 21) if the disclosure is made under any one of the following circumstances:
- (i) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
 - (ii) the disclosure of any information already known to the recipient;
 - (iii) the disclosure of any information which is public knowledge;
 - (iv) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or
 - (v) without prejudice to the power of the Government under Clause 3.10(a), to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

22. Contractor's Performance Monitoring

Tenderers are advised that should they be awarded the Contract, their performance of the Services under the Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that the successful Tenderer may submit in future. Contractors found to be in breach of their statutory or contractual obligations may be disqualified from participation in future tenders, depending upon the seriousness and/or number of breaches and its relevancy to the Tender submitted. A tender may be rejected if by the Tender Closing Date, the Tenderer is under suspension from tendering for government tenders.

23. Cancellation and Costs of Tender

- (a) Without prejudice to the Government's right to cancel this Invitation to Tender at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Government is not bound to accept any conforming Tender and reserves the right to cancel this Invitation to Tender.
- (b) A Tender must submit its tender at its own cost and expense. The Government will not under any circumstances be liable to the Tenderers for any costs and expenses whatsoever incurred by the Tenderer in connection with preparation and submission of its tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the Government, (b) site visits or surveys made by the Tenderer, and (c) presenting the Tenderer's equipment to the Government Representative during the site visits, whether before, on or after the Tender Closing Date.

24. Environmental Friendly Measures

The following environmental friendly measures are recommended in the preparation of the tender documents:

- (a) All documents should preferably be printed on both sides and on recycled paper. Paper exceeding 80gsm are not recommended as a general rule.
- (b) Excessive use of plastic laminates, glossy covers or double covers should be avoided

as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.

- (c) Single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

25. Tenderer's Enquiries

- (a) Before the Tender Closing Date, any enquiries concerning the submission of tender procedures and technical issues such as Service Requirements, Schedules, tender briefing etc., please contact Ms. YN FUNG at telephone no. (852) 2668 0295. The Government officers may at any time request any Tenderer to make enquiries in writing.
- (b) Tenderers shall note that after the Tender Closing Date and before the award of the Contract, they shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Document or their submitted tenders. Any Tenderer who fails to observe this requirement may render its tender being disqualified. The Government reserves the sole right to initiate any contact with Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- (c) Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in these Terms of Tender or the Conditions of Contract.

26. Tenderer's Commitment

All tenders, proposals, information and responses submitted by each Tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the Tenderer and may by law or at the Government's sole option be incorporated into and made part of the Contract to

be entered into between the Government and the successful Tenderer in such manner as the Government considers appropriate. The Government reserves the right to disqualify any Tenderer who submits a tender that directly or indirectly attempts to preclude or limit the effect of this requirement.

27. Tender Briefing Session

In order to have a clear understanding of the Contract and the Services before submitting offers, all Tenderers who wish to submit a bid in this Tender are strongly recommended to deploy staff at supervisory level to attend a Tender Briefing on **17 July 2018 (Tuesday)** at 10:30 am at Tai Lung Experimental Station. Tenderers who would like to attend the briefing session should complete the reply slip attached at **Appendix G** to the Terms of Tender and send back to Senior Field Officer/Plant Protection (SFO/PP) to register (either via email: annie_yn_fung@afcd.gov.hk or fax (852) 2679 5443) on or **before 13 July 2018**. Each Tenderer may nominate not more than two representatives to attend the tender briefing session.

28. Amendments to Tender

Should the Government require any amendments, clarifications or adjustments to be made to the Tender Documents for the purpose of this tendering exercise, the Government will issue to every prospective Tenderer who has registered with the Government when obtaining copies of the Tender Documents, numbered addenda giving full details of such amendments. The prospective Tenderer shall acknowledge receipt of these addenda. These addenda if comprising an amendment, clarification or adjustment to any provisions of the Contract, shall form part of the Contract and shall take priority over the documents previously issued.

29. The Attachments

- (a) Tenderers should study all attachments to the Tender Documents (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting their tenders. Tenderers should note that all information and statistics provided by the Government in connection with this tender are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness, usefulness or future changes of such

statistics and information. Tenderers should conduct their own independent assessment of the statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

- (b) Any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in the Terms of Tender, Conditions of Contract, Service Specifications or the Schedules (including all annexes and appendices).

30. Negotiation

The Government reserves the right to negotiate with any Tenderer about the terms of its offer.

31. Counterproposal

Any counterproposal on any aspect of the Terms of Tender or Conditions of Contract may, at the option of the Government, render a tender **NOT TO BE CONSIDERED**.

32. Exclusion

Without prejudice to other provisions of these Tender Documents, the Government reserves the right to exclude a Tenderer for further consideration of the Tender on grounds including:-

- (a) bankruptcy;
- (b) false declarations;
- (c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer; or
- (f) failure to pay taxes.

Appendix A

Tenderer's Information and Declaration

Section 1 – Tenderer's Portfolio

1. Name of Tenderer (in English) : _____

(in Chinese) : _____

2. Scope of Business : _____

3. Registered Office
(a) Address : _____

(b) Telephone Number : _____ (c) Fax Number : _____

4. Number of employee : _____

5. Year of Establishment : _____

6. Business status of Tenderer : _____
(e.g. company/partnership/sole proprietorship)

(a) If a subsidiary, name(s), place(s) and date(s) of incorporation of its immediate and ultimate holding company : _____

7. Name and Residential Address of the following (where applicable):

	<u>Name</u>	<u>Residential Address</u>
(a) Managing Director		
(b) Partners		
(c) Sole Proprietor		

8. Contact Person(s) (in the event of any queries relating to the tender offer)

(a) Name _____ (b) Telephone Number _____

Name of Authorized Person
in Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Terms of Tender

Appendix A

Tenderer’s Information and Declaration

Section 1 – Tenderer’s Portfolio

9. I/We also certify that the particulars given by me/us below, are correct:

(a)The number of my/our/the Company’s Business Registration Certificate
is

(b) The date of expiry of my/our/the Company’s Business Registration Certificate
is
.....

(c) I am/We are/The Company is covered by an Employees’ Compensation Insurance Policy,
the particulars of which are as follows:

Policy No.

Name of Insurance Company

Period covered by the Policy is from
to

Brief particulars of the cover provided and any special conditions are as follows:
.....
.....

Note: --

Note 1: Please submit the supporting documents in accordance with Appendix B of Terms of Tender.

Name of Authorized Person in :
Block Letter _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Terms of Tender

Appendix A

Tenderer’s Information and Declaration

Section 2 – Tenderer’s Business Experience in Provision of Cleansing and Gardening Services

Experience in the provision of cleansing and gardening services during the ten (10) years immediately prior to the Tender Closing Date will be evaluated as essential requirement according to Clause 3 of Terms of Tender. Tenderers must provide description and history of their relevant experience in the provision of cleansing and gardening services with clear indication on the number of years of relevant experience; and should provide documentary proof to substantiate claims of the relevant experience. (*Client name, Contract period, Place of Business, Areas served, Description of Business*)

Client Name	Contract Period	Place of Business	Areas served	Description of Business

Remarks: A Tender’s experience under different contracts will not be double-counted for any overlapping periods. Please refer to Clause 3(a) of Terms of Tender.

Name of Authorized Person : _____
 in Block Letter

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Terms of Tender

Appendix A

Tenderer’s Information and Declaration

Section 3 – Declaration of Conviction of Offences

[Please refer to Clause 3(c)(i) of the Terms of Tender.]

- (a) A Tender shall declare if it has obtained any conviction of an offence under the Employment Ordinance (Cap. 57) or Employees’ Compensation Ordinance (Cap. 282) which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221), or Section 17I(1), 38(4) or 41 of the Immigration Ordinance (Cap. 115), or Section 89 of the Criminal Procedure Ordinance (Cap. 221), Section 7, 7A or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap.485) during the five-year period immediately preceding the Tender Closing Date for the performance of a Government service contract or private business contract.

Yes/No **(Please delete as appropriate)**

If yes, please completed the following table:-

Date of Offence	Location of Offence	Date of Conviction	Ordinance and the Section Breached	Court Penalties

(Use separate sheets if required)

Name of Authorized Person : _____
in Block Letter

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Terms of Tender

Appendix A

Tenderer's Information and Declaration

Section 3 – Declaration of Conviction of Offences

- (b) I/We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. I/We understand that if any of the information contained in this Appendix is found to be correct, my/our tender will not be further considered, or my/our Contract will be terminated in accordance with Clause 19 of the Conditions of Contract if I am/we are awarded the,

- (c) I/We hereby authorized the Agriculture, Fisheries and Conservation Department to obtain information from all Government departments and given consent to the Government departments concerned to release and provide information of my/our record of conviction under the sections specified under the Employment Ordinance and/or Employees' Compensation Ordinance and/or Criminal Procedure Ordinance and/or Immigration Ordinance and/or Mandatory Provident Fund Schemes Ordinance to the Agriculture, Fisheries and Conservation Department for the purpose of evaluation of my/our tender in this tendering exercise and subsequent management of the Contract.

Name of Authorized Person : _____
in Block Letter

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Terms of Tender

Appendix A

Tenderer's Information and Declaration

Section 4 – Election of Method of Payment of Contract Deposit

[Please refer to Clause 11 of the Terms of Tender and Clause 19 of the Conditions of Contract.]

***Delete as appropriate**

In accordance with Clause 11 of Terms of Tender, we, the Tender, will pay the Contract Deposit : -

- * (i) in cash,
- * (ii) in the form of a banker's guarantee in accordance with 19 of the Condition of Contract.

In the event that a Tender fails to elect which method of providing a Contract Deposit, it will be assumed that the Tender will deposit cash with the Government.

Name of Authorized Person : _____
in Block Letter

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Terms of Tender

Appendix B

Supporting Documents to be Submitted by the Tenderer

[Please refer to Clause 3 & Appendix A of the Terms of Tender & Part 5 of Contract Schedule 1]

(Please indicate by as appropriate)

1. The following documents are attached for assessment: -

Business Status

- Copy of a valid Business Registration Certificate. The certificate should bear a machine printed line to show that full registration fee has been paid.
- Copy of the current Certificate of Incorporation, Memorandum and Articles of Association, Certificate of Change of Name (if any) if the Tenderer is a company or body corporate and any other corporate documents evidencing business status.

Requirements of Experience and Qualification

- Copy of Documentary evidence of my/our relevant experience in the ten (10) years immediately preceding the Tender Closing Date in provision of cleansing and gardening services. (*Client name, Contract period, Place of Business, Areas served, Description of Business*).

Others

- Copy of Certificate of Insurance
- Copy of Certificate of compliance and / or test report for biodegradable plastic litter bag

2. (a) I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from the referee(s) referred to in the documentary evidence submitted regarding my/our relevant experience in providing cleansing services: -

and give consent for the referee(s) to release and provide information to the Agriculture, Fisheries and Conservation Department as regards my/our record of performance concerning the types of services listed in Contract Schedules 2.

(b) I/We hereby declare that all information given in (a) above and any additional sheets attached hereto are correct. I/We agree that, if any of such information is found to be incorrect, my/our tender may not be considered any further.

Name of Authorized Person : _____
in Block Letter

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Terms of Tender

Appendix C**Price Proposal**

(Rates of Charge for the Provision of the Services)

[Please refer to Clause 9 of the Terms of Tender.]

Section I - Monthly Rate

Provision of 24-month Cleansing Services to Tai Lung Experimental Station (TLES) from 1 October 2018 to 30 September 2020 in accordance with the Service Requirements as detailed in Contract Schedule 2 and on such terms as set out in the Terms of Tender and the Conditions of Contract.				
Period from 1 October 2018 to 30 September 2020	No. of Months (Month) (A1)	No. of Cleaners required per month	Monthly Charge (HK\$) (A2)	Total Rate (HK\$) (A1) x (A2)
Item 1 - Provision of Cleansing Services to Crop Development Division of Tai Lung Experimental Station and Tai Lung Uniform Store	14 (April to October)	Not less than 7 Cleaners		(A3)
	10 (November to March)	Not less than 5 Cleaners		(A4)
Item 2 - Provision of Cleansing Services to Animal Health Division of Tai Lung Experimental Station	24	2		(A5)
Total Estimated Contract Value (A6) = (A3) + (A4) + (A5) (HK\$):				(A6)

Section II - Hourly Rate of Cleansing Staff *

Provision of 24-month Cleansing Services for Tai Lung Experimental Station (TLES) from 1 October 2018 to 30 September 2020 in accordance with the Service Requirements as detailed in the Contract Schedules 2 and on such terms as set out in the Terms of Tender and the Conditions of Contract.		
Cleansing Staff	Unit	Hourly Rate (\$)
A Cleansing Supervisor	Per Hour	
A Cleaner	Per Hour	

*Note: The hourly rate will be used for calculation of payment for the additional services under Clause 2 of Conditions of Contract.

Important: The Contractor shall be responsible for all costs and expense required for rendering the Services under the Contract, including but not limited to the equipment, materials and tools required to be provided under the Contract.

Name of Authorized Person in Block Letter : _____

Name of Tenderer : _____

Tel No. : _____ Fax No.: _____ Date: _____

Appendix D**Wage Proposal for Cleaners and Cleansing Supervisors**

[Please refer to Clause 4 of the Terms of Tender]

The Tenderer proposes to pay its Cleaners and Cleansing Supervisors who will be deployed to provide Services the following monthly wages: -

The monthly wage payable to a Cleaner shall be HK\$ _____ calculated on the basis of 31 days per month, 5 normal working days per week, 8 hours a day and HK\$ _____ per hour.

The monthly wage payable to a Cleansing Supervisor shall be HK\$ _____ calculated on the basis of 31 days per month, 5 normal working days per week, 8 hours a day and HK\$ _____ per hour.
--

Note 1 : It is a contractual requirement of the Contract that the Contractor must pay each Cleaner and each Cleansing Supervisor not be less than the monthly wage of HK\$8,556 derived from the Statutory Minimum Wage (SMW) on the basis of twenty-seven (27) days (twenty-three (23) maximum number of normal working days plus four (4) paid rest days) per month and eight (8) hours of work per day (hereinafter referred to as “**the monthly wage rate of SMW plus paid rest days**”).

Note 2 : The number of hours means working hours plus meal break, if paid.

Note 3 : All Cleaners and Cleansing Supervisors shall not work for more than eight (8) hours in any twenty-four (24) hours period unless with the prior written consent of the Government Representatives.

Note 4 : The monthly wage payable to each Cleaner and Cleansing Supervisor during the Contract Period should not be less than (i) the relevant monthly wage committed by the Tenderer in this Appendix; or (ii) any adjusted wage level brought about by future revisions of the Statutory Minimum Wage, whichever is the higher.

Note 5 : If the monthly wage proposed by a Tenderer for the Cleaners and Cleansing Supervisors are less than **the monthly wage rate of SMW plus paid rest days**, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than **the monthly wage rate of SMW plus paid rest days** for the purpose of tender evaluation.

Note 6: Tenderers must allow one paid rest day for every period of seven days.

Note 7: The Statutory Minimum Wage is HK\$34.5 with effect from 1 May 2017. The following links have details: <http://www.labour.gov.hk/eng/news/mwo.htm> [as on 24 February 2017] and <http://www.gld.gov.hk/egazette/pdf/20151903/es2201519036.pdf> [as on 24 February 2017]).

Name of Person Authorized in Block Letter : _____

Name of Tenderer : _____

Tel No. : _____ Fax No.: _____ Date : _____

Appendix E

Management Plan and Work Plan
(To be included in Technical Proposal)
[Please refer to Clause 5(e) of the Terms of Tender.]

(a) Management Plan

Name of Authorized Person in Block Letter : _____

Name of Tenderer : _____

Tel No.:_____ Fax No.:_____ Date : _____

Terms of Tender

Appendix E

Management Plan and Work Plan
(To be included in Technical Proposal)
[Please refer to Clause 5(e) of the Terms of Tender.]

(b) Work Plan

Name of Authorized Person in Block Letter : _____

Name of Tenderer : _____

Tel No.:_____ Fax No.:_____ Date : _____

Terms of Tender

[Please refer to Clause 11 of the Terms of Tender.]

**Sample Form of
Banker's Guarantee for the Performance of a Contract**

THIS GUARANTEE is made on the day of
BETWEEN
of, a bank within the meaning of the Banking Ordinance Chapter 155 (hereinafter called the "Guarantor") of the one part and The Government of the Hong Kong Special Administrative Region (hereinafter called the "Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the [day] of [month year] made between «SUPPLIER_NAME» of «SUPPLIER_ADDRESS» (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as Agriculture, Fisheries and Conservation Department Contract No. «CONTRACT_NUMBER»), the Contractor agreed and undertook to provide upon the terms and conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and conditions hereinafter appearing, the due and faithful performance of the Contract by the Contractor. Now the Guarantor HEREBY AGREES with the Government as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the meaning assigned to them under the Contract.

(2) In consideration of the Government entering into the Contract with the Contractor:

(a) The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract.

(b) The Guarantor, as a primary obligor and as a separate and independent obligation

[Please refer to Clause 11 of the Terms of Tender.]

and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.

- (c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Contractor or from his, her or their estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of all such losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of HK\$ _____.

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as “the Contractor” or where “the Contractor” is a partnership, any change in the partners or in its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;

[Please refer to Clause 11 of the Terms of Tender.]

- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
 - (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
 - (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
 - (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.
- (6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorizes the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.
- (7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:
- (a) the date falling **six (6)** months after the expiry of the Contract (unless (b) is applicable); or
 - (b) in the case if at the time of expiry or termination of the Contract, all or any of the Contractor's obligations and liabilities under or in relation to the Contract shall not have been performed, completed and discharged to the satisfaction of the Government Representative, or there remains any outstanding Government's rights and claims under the Contract or otherwise at law arising from antecedent breaches of the Contract by the Contractor or which have otherwise accrued or arisen prior to

[Please refer to Clause 11 of the Terms of Tender.]

the termination of expiry, the date falling twenty four (24) months after the early termination or expiry of the Contract Period

whichever is the later.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Government, at the Plant Protection Section, Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, New Territories, marked for the attention of Director of Agriculture, Fisheries and Conservation, facsimile number 2679 5443;

(b) upon the Guarantor, at _____, Hong Kong, marked for the attention of _____, facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of

[Please refer to Clause 11 of the Terms of Tender.]

delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if dispatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed_____.

(15) The Guarantor hereby acknowledges that

- (a) the Guarantor should read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee.; and
- (b) no Government officer is authorised to advise on, make representations regarding or amend (other than by a written instrument signed by both the Guarantor and the Government) the terms and conditions of this Guarantee.

IN WITNESS whereof the said Guarantor has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

The [Common Seal/Seal*] of the said)
 Guarantor was hereunto affixed and)
 signed by)
)
 [Name & Title]
 duly authorised by its board of
 directors.....))
)

@ Signed Sealed and Delivered)
 for and on behalf of and as)
 lawful attorney of the Guarantor)
 under power of attorney dated)
 and deed of delegation)
 dated)
 by)
 [Name & Title])
 and in the presence of)
)
 [Name & Title]

[Please refer to Clause 11 of the Terms of Tender.]

* Please delete as appropriate

@ See Powers of Attorney Ordinance Chapter 31

Note : When banker's guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

[Please refer to Clause 27 of the Terms of Tender.]

To: Senior Field Officer / Plant Protection
Agriculture, Fisheries and Conservation Department
Fax: (852) 2679 5443

Registration Form for Attending Tender Briefing Session

Provision of Cleansing Services for Tai Lung Experimental Station (TLES)
(Tender Ref.: AFCD/PPS/1/18)

Details of the Briefing Session

Date : 17 July 2018 (Tuesday)
Time : 10:30 am
Venue : Conference Room, Tai Lung Experimental Station

Details of Registration

The following person(s) from our company will attend the Briefing Session: -

	Name	Post Title
(1)	_____	_____
(2)	_____	_____

Signature :	_____	Name :	_____
Post title :	_____	Company :	_____
Phone no.:	_____	Fax no. :	_____
E-mail address :	_____	Date :	_____

NOTE: This form should be completed and returned by fax to the Agriculture, Fisheries and Conservation Department on or before 13 July 2018.

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PART 2
CONDITIONS OF CONTRACT

1. Contract Period

- (a) The Contractor shall provide the Services to the Government, for a period of twenty four (24) months from the Commencement Date subject to any provision for sooner termination or extension of the Contract as is provided for in the Contract.
- (b) Notwithstanding Clause 1(a) above, the Government may by serving a written notice on the Contractor of no less than one (1) month prior to the expiry of the Contract Period at its sole discretion extend the Contract Period for a specified period or specified periods of up to six (6) months, commencing immediately upon expiry of the Contract Period on the same terms and conditions (except this Clause 1(b)) as this Contract.
- (c) The Contractor shall continue to perform the Contract throughout the extension period under Clause 1(b) when Government exercises its right to extend the Contract.

2. Contractor's Obligations and Additional Services

- (a) The Contractor shall during the Contract Period provide the Services by deploying the Contractor's Employees, and providing the Services in accordance with the Service Requirements as laid down in Contract Schedules 2 and 3 subject to the stipulations and conditions of this Contract.
- (b) Notwithstanding anything to the contrary herein contained, the Government Representative may from time to time and at any time during the Contract Period: -
 - (i) by giving a not less than seven (7) days' notice in writing require the Contractor to carry out such additional Services at such part of the Contract Area for such duration and in such manner as may be specified in the notice;
 - (ii) by giving not less than two (2) hours' verbal notice (to be properly documented subsequently) require the Contractor to carry out emergency or other special cleansing services at such part of the Contract Area, for such duration and in such manner as the Government Representative may specify; and
 - (iii) the Government may require the provision by the Contractor of one or more additional Cleaners at the Contract Area in accordance with the Service Requirements as set out in Contract Schedules 2 and 3.
- (c) The Government will pay for the additional services provided by the Contractor under Clause 2(b) above in accordance with the rates of charges specified in Contract Schedule 4.

3. Contractor's Acknowledgement

The Contractor acknowledges that-

- (a) it has made itself thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality requirements of the Services, and other requirements under the Contract on equipment, materials, tools, deployment of labour and supervisory staff, and any necessary storage or transportation requirement under the Contract;
- (b) it has been supplied with sufficient information to enable it to provide to the Government the Services in accordance with the terms and conditions of the Contract; and
- (c) it shall not be entitled to any additional payment nor be excused from performing any of its obligations under the Contract on the ground of any misinterpretation by the Contractor of any matters relating to the Contract.

4. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that: -

- (a) the Contractor and all the Contractor's Employees shall have the necessary skills, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract.
- (b) the Contractor shall carry out and provide the Services with all due diligence and in a proper, skilful and professional manner and shall perform the Services to the satisfaction of the Government Representative.
- (c) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provision of the Services, including the obtaining and maintaining of all necessary licences or permits.
- (d) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquires made by the Government Representative.
- (e) the Contractor shall enter into a written Standard Employment Contract (if the contractual period exceeds seven (7) days) with each of the Cleaners including the Cleansing Supervisor and shall comply with all terms of the Standard Employment Contract. The Standard Employment Contract can be downloaded from the following hyperlink:

<https://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2017.04.11.docx> for Chinese version; or
<https://www.afcd.gov.hk/tc_english/tender/tender_rel/files/Standard_Employment_Contract_Eng_Rev2017.04.11.docx> for English version.

- (f) the Contractor shall comply with all reasonable instructions and directions on all matters relating to the Contract as the Government Representative may from time to time issue to the Contractor.
- (g) the Contractor shall comply with requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of all Contractor's Employees. The Contractor shall take all necessary measures, including the provision of proper protective gear and proper training to ensure the safety of all Contractor's Employees during the provision of the Services. In the event of any Contractor's Employees or Contractor's sub-contractors or agents suffering from any personal injury or death in the course of provision of Services and whether there be a claim for compensation or not, the Contractor shall within twenty-four (24) hours give notice in writing of such personal injury or death to the Government Representative.
- (h) the Contractor shall be responsible for the good conduct of Contractor's Employees, permitted sub-contractors and agents (if any) while they are performing the Services at the Contract Area under the Contract and shall ensure that they comply with the Code of Conduct for the Contractor's Employees set out in Contract Schedule 5 which may be amended from time to time by the Government Representative. The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees or the Contractor's permitted sub-contractors or agents (if any) engaged or deployed for the purpose of the Contract. Any of the Contractor's Employees, the Contractor's sub-contractors or agents so removed shall be replaced as soon as possible by a competent substitute within such time as specified by the Government Representative.
- (i) the Contractor shall not employ illegal workers or aid and abet another person to breach his condition of stay in the execution of this Contract.

5. Contractor's Obligations Relating to Employment of Contractor's Employees

- (a) The Contractor shall employ sufficient number of suitably trained, experienced and competent managerial and site supervisory staff for the maintenance and execution of the Services.
 - (i) At least one (1) Contract Manager; and
 - (ii) At the location as specified in Contract Schedule 1, sufficient number of Cleansing Supervisor and Cleaners as specified in Part 3 of Contract Schedule 2.

The Contractor shall ensure that they all fulfill the respective qualifications to carry out all their responsibilities and duties as stipulated in Part 1 of Contract Schedule 2.
- (b) The Contractor shall pay or shall ensure to be paid to each Cleaner / Cleansing Supervisor (as the case may be) during the Contract Period a wage not less than: -
 - (i) the monthly wage for Cleaner / Cleansing Supervisor as specified in Contract Schedule 4; or
 - (ii) a monthly wage referred to at (i) above as the same may be adjusted as a result of future revision of the Statutory Minimum Wage, whichever is the higher.

- (c) The Contractor shall promptly pay or shall ensure prompt payment of wages to the Contractor's Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract. The Contractor shall use autopay for payment of wages to the Contractor's Employees (payment by cheque is only allowed upon termination of employment contract and is made at request of the Contractor's Employee concerned).
- (d) Without the prior approval of the Government Representative, the Contractor shall not allow any Contractor's Employee to work each day for more than the maximum allowable working hours per day as specified in the Standard Employment Contract.
- (e) The Contractor shall allow each Contractor's Employee not less than one hour meal break each day. The period of meal break of each Contractor's Employee shall be specified in the Standard Employment Contract.
- (f) The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate Contract forthwith.

6. Conduct of Contractor's Employees

- (a) The Contractor shall be responsible for the good conduct of the Contractor's Employees, the Contractor's sub-contractors and agents while they are carrying out the Services under the Contract and shall ensure that they will behave in accordance with the Service Requirements in Contract Schedule 2 including the code of conduct as set out in Contract Schedule 6 which may be amended by the Government from time to time. Without prejudice to the aforesaid, the Contractor shall ensure that each Contractor's Employee : –
 - (i) is fit for their tasks;
 - (ii) maintain the standard of discipline, courtesy, behaviour and consideration in performing the Services;
 - (iii) do not smoke, sleep, consume alcoholic drink, listen to radio, gossip and will refrain from any other malpractices while they are performing the Services; and
 - (iv) is on duty during the period of a day as specified in Contract Schedule 2 as set out therein for which the Contractor's Employee is assigned to perform his/her duties for the purpose of this Contract and is punctual at all times.
- (b) The Government Representative may require on reasonable grounds (including but not limited

to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employee or the Contractor's sub-contractors or agents engaged or deployed for the purpose of the Contract.

- (c) Any employee or agents so removed shall at the sole cost and expense of the Contractor be replaced as soon as possible by a competent substitute and within such time as specified by the Government Representative. The Contractor shall not deploy the removed person to perform the Services at any other location.
- (d) The Government shall in no circumstances be liable to the Contractor, its employees and agents in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employees or agents.
- (e) The Contractor and the Contractor's Employees shall: –
 - (i) deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in performing the Services under the Contract;
 - (ii) wear tidy and clean uniforms and such special or protective clothing and footwear as the Government may consider necessary or appropriate. Any such special or protective clothing and footwear shall be provided, maintained and replaced as necessary by the Contractor at its own expenses;
 - (iii) upon being requested by the Government Representative, accompany the Government Representative to the locations specified by the Government Representative to inspect the performance of the Services;
 - (iv) give proper training, supervision and guidance to the Cleaners in performing the Services;
 - (v) conduct surprise checks at such frequency agreed by the Government Representative and record the findings of his surprise checks in a record book;
 - (vi) provide the record book for the Government Representative's inspection whenever requested by the Government Representative;
 - (vii) if required by the Government Representative, deliver to the Government within such period as specified by the Government Representative, copies of the record for the

Government's retention;

- (viii) if required by the Government Representative, attend and participate in meetings arranged by the Government Representative in relation to the Services (including meeting with any persons, groups or associations specified by the Government Representative to resolve complaints or discuss any aspect of the Services); and
- (ix) if required by the Government Representative, prepare a written report on any aspect of the Services as instructed by the Government Representative.

7. Personnel Records

- (a) The Contractor shall maintain or shall ensure to be maintained proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to the Contractor's Employees, bank autopay returns, receipts of wages and records of contributions to the mandatory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of manager and supervisor ranks only) and age of each of the Contractor's Employees.
- (b) The Contractor shall enter into written Standard Employment Contract (if the contractual period exceeds seven (7) days) with accompanying guidance notes with each of the Cleaners including the Cleansing Supervisor in accordance with Clause 4(e) above, and shall ensure that all Contractor's Employees fully understand all contents of the Standard Employment Contract. Copies of the signed employment contract should be kept by the Contractor, the Contractor's Employees and the Government for record and for monitoring of the Contractor's compliance with the Contract.
- (c) The Contractor shall within fourteen (14) days from the Commencement Date of the Contract provide the Government Representative with copies of the Standard Employment Contracts entered into under sub-clause (b) above at its own costs. In the event that there is any subsequent change of concerned Contractor's Employees and/or of the terms of the Standard Employment Contract as approved by the Government Representative, the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new Standard Employment Contract entered into or any employment contract as amended, as the case may be, at its own cost.
- (d) The Contractor shall keep proper records of all amendments, variation or cancellation to the Standard Employment Contracts and the wage payment to the Contractor's Employees.
- (e) Any breach of the undertaking in sub-clause (a) to (d) above in respect of written Standard Employment Contracts with Contractor's Employees shall be construed as a material breach of the Contract and the Government shall have right to seek other appropriate remedies including the right to terminate the Contract.

- (f) The Contractor shall not vary the terms and conditions of the Standard Employment Contract without the prior written approval of the Government Representative.
- (g) If requested by the Government Representative, the Contractor shall produce evidence to satisfy the Government Representative that the terms and conditions specified in the Standard Employment Contracts have been complied with. The Government Representative may at any time during the Contract Period approach the Contractor's Employees to verify the information provided by the Contractor. If requested by the Government Representative, the Contractor shall make arrangement for any or all of the Contractor's Employees to meet the Government Representative or the representatives of the Labour Department.
- (h) The Contractor shall obtain consent from the Contractor's Employees for disclosure of their personal data, the Standard Employment Contracts and all other records of employment to the Government Representative and the representatives of the Labour Department for the purposes of the Contract.
- (i) All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.

8. Demerit Point System

- (a) If the Contractor is in breach of Clauses 5(a), 5(b), 5(c), 5(d), 7(a), 7(b) or 7(d), the Government Representative shall be entitled to record in writing a Notice of Default in Employment Commitments ("Notice of Default") and serve the same upon the Contractor. For the avoidance of doubt, a Notice of Default will be issued for each breach of the contractual obligations in respect of wage level, daily maximum working hours, signed Standard Employment Contracts and wage payment by means of autopay. Each such Notice of Default so issued under Government service contract that rely heavily on the deployment of non-skilled workers attracts one Demerit Point. The Demerit Points given to the Contractor from Government departments will be taken into account by the Government in tender evaluation of the Contractor's future bids for all Government service contracts, the performance of which will rely heavily on the deployment of non-skilled workers and may result in the Contractor failing the tender evaluation.
- (b) The Contractor shall comply or shall ensure the compliance with the terms and conditions set out in the written Standard Employment Contracts. If the Contractor is in breach of the terms and conditions in the Standard Employment Contracts **not** in connection with wage level, daily maximum working hours and means of wage payment referred to Clauses 5(a), 5(b), 5(c) and 5(d) and the requirement regarding signed Standard Employment Contracts referred to Clause 7(b) and **not** in connection with the offences under the Ordinances referred to in Clause 20(a), the Government Representative shall be entitled to record in writing a Notice of Default and serve the same upon the Contractor. The Notice of Default given to the Contractor will also be taken into account in tender evaluation of the Contractor's future bids for the Government's service contracts, the performance of which will rely heavily on the deployment of non-skilled workers.

- (c) The Contractor shall note that if it receives three (3) or more Demerit Points from one or more Government departments during any rolling period of 36 months period on or after 1 May 2006, its tender for Government service contracts will not be considered for a period of five (5) years from the date of the third Demerit Point is obtained.

9. Performance Monitoring of the Contractor

Without prejudice to Clause 8 hereof, the performance of the Contractor shall be monitored and may be taken into account in the tender evaluation of the Contractor's future bids for Government service contracts.

10. No Assignment and Sub-contracting

- (a) This Contract is personal to the Contractor. The Contractor shall not sub-contract, assign or otherwise transfer or dispose of the Contract or any part thereof any rights and obligations hereunder without the prior written consent of the Government. When giving any consent hereunder, the Government Representative shall be entitled to impose such conditions, restrictions or stipulation as he consider necessary.
- (b) The sub-contracting of any part of the Services shall not relieve the Contractor from any liability or obligation under the Contract. The Contractor shall be responsible for the acts, defaults and neglects of any sub-contractor or agent, employees or workmen of any sub-contractor or agent as fully as if there were the acts, defaults and neglects of the Contractor.

11. Inspection and Rejection

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor's Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed before payment shall be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.
- (c) At any time during the Contract Period, the Government Representative may investigate each

case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. If in any particular case the Services provided by the Contractor has failed to meet the performance standards required under the Contract or any terms and conditions of the Contract, the Government Representative shall be entitled to instruct/advise the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully with the performance standards required under the Contract and terms and conditions of the Contract.

- (d) Within twenty-four (24) hours of being notified verbally or in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services. If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 11(c) or fails to provide required number of staff in accordance with the Service Requirements in Contract Schedule 2, the Government Representative may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by other contractors. All costs and expense whatsoever which may be incurred by the Government Representative thereof shall be recoverable in full from the Contractor by deducting such sums from any money due or becoming due to the Contractor under this or other contracts with the Government.

12. Payment to Contractor

- (a) Subject always to the terms and conditions hereof, and the Contractor having performed the Services in accordance with the terms and conditions of the Contract to the satisfaction of the Government and the Contractor having provided to the Government Representative a statement, in a form as that provided in **Annex A to the Conditions of Contract**, certified by a certified public accountant registered under the Professional Accountants Ordinance (Cap. 50), the Government shall pay to the Contractor the Monthly Fee in accordance with the following formula: -

$$\begin{aligned}
 &\text{Monthly Fee payable to Contractor} = && \text{(Monthly Rate)} \\
 & && + \\
 & && \text{(Total charges for additional Contractor's Employees and} \\
 & && \text{additional Services provided by the Contractor, under Clause 2} \\
 & && \text{of the Conditions of Contract, calculated on the basis of the} \\
 & && \text{applicable rates of charges as set out in Contract Schedule 4)} \\
 & && - \\
 & && \text{(Total deductions calculated under Clause 13 of the Conditions} \\
 & && \text{of Contract)} \\
 & && - \\
 & && \text{(Such other sums the Government is entitled to deduct pursuant} \\
 & && \text{to other provisions of the Contract)}
 \end{aligned}$$

All costs and expenses in connection with the appointment and employment of the auditors/accountants shall be borne solely by the Contractor.

- (b) The Monthly Fee set out in sub-clause (a) above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the equipment, materials, uniforms and tool required to be deployed/provided under the contract; the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings; the fees for obtaining any licence, authorization or permit from any Government or other authority; the fees payable to any sub-contractors or agents in connection with the performance of the Services.
- (c) Payment shall be made in Hong Kong dollars. The Contractor shall at the beginning of each month deliver to the Government Representative an invoice in respect of the Services rendered to the Government in the preceding month. Subject to the Government Representative being satisfied that the calculations of the Monthly Fee is correct, the Government shall pay the Contractor the Monthly Fee within 30 days after having received from the Contractor the invoice and the statement in accordance with the provisions of sub-clause (a). The Monthly Fee will be paid by the Government into the Contractor's bank account direct.
- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee shall be addressed to the Government Representative at the address specified in Clause 29 of the Conditions of Contract. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed.
- (e) The billing periods for the Monthly Fee shall begin on the first day to the last day of the month during the Contract Period. In the case where the first or the last month of the Contract Period does not begin on the first day or end on the last day of the month, the Monthly Fee shall be adjusted on a pro rata basis.

- (f) Separate statements for Item 1 and Item 2 stipulated in Part 3 of the Service Requirements in Contract Schedule 2 shall be submitted by the Contractor to the respective Government Representatives below for arranging payment.

Item 1

Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, N.T.
Attn : Senior Field Officer/Plant Protection (Crop Development Division)

Item 2

Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, N.T.
Attn : Senior Field Officer(Farm /East) (Animal Health Division)

13. Deduction in Monthly Fee

- (a) The Contractor shall ensure the Cleaners employed for the work are not less than the number stipulated in Part 3 of the Service Requirements in Contract Schedule 2. Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, the Government is entitled to make deductions from the Monthly Rate an amount (to be rounded to the nearest dollars) calculated in the formula below if any of the Contractor's Employees (regardless of his job title or post) is absent from duty for whatever reasons without immediate replacements for the period of absence during an entire shift or part thereof:

$$\frac{\text{Monthly Wage}}{\text{Total working man-hours of all Cleaners of the month concerned}} \times \text{Duration of absence from duty (in total number of absence man-hour) of all Cleaners}$$

- (b) The Government reserves the right to make the following deductions from the Monthly Rate if any of the following events occur: –
- (i) the number of staff is found to be less than that specified in Part 3 of the Service Requirements in Contract Schedule 2;
 - (ii) the staff is found to be absent from duty without reasonable excuse or is found to be sleeping whilst on duty or in any other way present but not performing his or her duties; and
 - (iii) the staff fails to obey instructions, supply required equipment, dress in proper attire, and any other minor infringement of his or her specified duties.

In case of dispute, the decision of the Director of Agriculture, Fisheries and Conservation shall be final and binding.

14. Engagement of Labour

- (a) The Contractor shall make its own arrangement in regard to the provision of such labour, skilled or unskilled, as may be required for the execution, completion, and maintenance of the Services and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all arrangement shall be in accordance with the general local and Employment Ordinance (Chapter 57) and subject to such regulations as the Government may from time to time require to be observed.
- (b) As far as practicable all labour both skilled and unskilled shall be engaged in Hong Kong.

15. Suspension of Services

Notwithstanding any other provision herein, the Contractor may suspend the Services during any period when No. 8 or higher tropical cyclone warning signal, or black rainstorm signal is issued or hoisted by Hong Kong Observatory. Deduction of Monthly Rate in accordance with Clause 13 shall not be applicable to the suspension of Services due to such inclement weather conditions. However, the Contractor shall resume the Services and be responsible for the Services forthwith after the above inclement weather warning signals are lowered by Hong Kong Observatory.

16. Liability and Indemnity

- (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of: -
 - (i) any loss of or damages to any of the Contractor's property or that of the Contractor's Employees, sub-contractors or agents however caused (whether by any negligence of the Government or any of its employees or agents or otherwise); and
 - (ii) any injury to or death of any of the Contractor's Employees or those of its sub-contractors or agents save and except any such injury or death caused by the negligence of the Government or any of its employees or agents.
- (b) The Contractor shall indemnify the Government against any loss of or damage to any Government Property or of any of its employees or agents or from and against any claims, actions, proceedings, and liabilities (including liability to pay compensation and damages), costs (including legal costs on a full indemnity basis) and expenses incurred or sustained by the Government arising from any injury to or death of any employee or agent of the Government arising out of the negligence of the Contractor or any of the Contractor's Employees, sub-contractors or agents.
- (c) The Contractor shall indemnify and keep indemnified the Government fully and effectively against any and all losses, claims, damages, costs, charges, expenses, liabilities, proceedings and actions which the Government may sustain or incur or which may be brought or

established against it by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the following: -

- (i) the negligence, recklessness, or willful misconduct of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
 - (ii) the breach or the non-performance or non-observance of any of the provisions, warranties and undertakings, obligations or conditions of the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
 - (iii) any unauthorized act of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents; or
 - (iv) the non-compliance of any applicable laws and any requirement or regulation of any competent authority or agency in connection with the performance of the obligations under the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.
- (d) For the purposes of this Clause, "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (e) The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.

17. Public Liability Insurance

- (a) The Contractor shall at its own costs take out and maintain and renew upon expiry, a public liability insurance policy for this Contract throughout the Contract Period with an indemnity amount of not less than Ten Million Hong Kong Dollars (HK\$10,000,000) per incident and for an unlimited number of claims arising during the Contract Period from injury to or death of any persons and for loss of or damage to any properties whatsoever where such injury, death, loss or damage (as the case may be) is caused by or arises out of any act, negligence or default of the Contractor, the Contractor's Employees or any of its sub-contractors or agents.
- (b) The public liability insurance policy shall: -
- (i) be for the benefit and in the joint names of the Contractor and the Government; and
 - (ii) contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.
- (c) The public liability insurance policy shall be issued by one or more insurance companies authorized to carry on the relevant insurance business under the Insurance Companies Ordinance (Cap. 41).

- (d) Upon issuance of the public liability insurance policy, the Contractor shall forthwith furnish a copy each of the same to the Government Representative for keeping.
- (e) Upon expiry of the public liability insurance policy during the Contract Period, the Contractor shall renew the same on and subject to the original terms and conditions or otherwise such revised terms and conditions as the Government Representative may stipulate. Upon issuance of the renewed public liability insurance policy, the Contractor shall forthwith furnish a copy of the same to the Government Representative for keeping.
- (f) Under no circumstances whatsoever shall the Government be responsible for the premium payable under the public liability insurance policy or the premium payable for the renewal thereof.
- (g) The Contractor shall conform to the terms and conditions of the public liability insurance policy and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Contractor shall not do or permit or suffer to be done any act or omission whereby the public liability insurance policy shall be rendered void or voidable, or which would otherwise amount to a breach of the public liability insurance policy. The Contractor shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Contractor to observe and comply with this Clause.

18. Set Off

Where the Contractor has incurred any liability to the Government, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Government may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Government to the Contractor under this Contract or any other contracts.

19. Contract Deposit

- (a) The Contractor shall, as a condition precedent to this Contract, deposit with the Government a Contract Deposit in the amount and in the manner as provided in Clause 11 of the Tender as continuous security for the due and faithful performance of the Contract. The deposit shall be either in cash or in the form of a banker's guarantee issued by a bank that is approved by the Government and that holds a valid banking licence granted under the Banking Ordinance (Cap. 155).
- (b) If payment of the Contract Deposit is made by a banker's guarantee, the banker's guarantee shall comply with the following:
 - (i) unless otherwise agreed by the Government, it must be on the terms set out at Appendix F to the Terms of Tender; and

- (ii) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter of Conditional Acceptance as the date on which the banker's guarantee is to take effect. In the event that another date is specified, the banker's guarantee shall take effect no later than such date.
 - (iii) the banker's guarantee must remain valid till six (6) months after the expiry of the Contract (including all extensions thereof), or the date when all obligations of the Contractor under the Contract have been performed and discharged to the satisfaction of the Government Representative, whichever is later.
- (c) The Government shall, without prejudice to any other rights and remedies of the Government, have the right to deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of any and all costs, losses, damages or expense, suffered by the Government as the direct or indirect result of any breach of the Contract by the Contractor with or without the Contract being terminated.
 - (d) If any deduction shall be made by the Government from the Contract Deposit during the continuance of the Contract, the Contractor shall, within fourteen (14) days of such deduction, deposit a further cash or provide a further banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit. The further banker's guarantee must comply with the requirements in sub-clause (b) (i to iii) and shall come into effect on the date of its execution.
 - (e) If the Contractor fails to make up the deduction in accordance with sub-clause (d) above, the Government may at liberty to set-off the said amount against any sums due or payable to the Contractor by the Government under this Contract or otherwise and/or immediately terminate the Contract by notice in writing to the Contractor without prejudice to any claims that the Government has or may have in respect of any loss, damages, claims or any liability that may be incurred by the Government as a result of the Contractor's default.
 - (f) Upon the expiry or sooner termination of the Contract, the Government shall return to the Contractor without interest the balance of the cash deposit after having deducted therefrom any sum due from the Contractor to the Government and when all the Contractor's obligations have been observed and complied with to the satisfaction of the Government Representative, or if a banker's guarantee is provided, such banker's guarantee shall be discharged or released.

20. Termination of Contract

- (a) The Government may forthwith terminate the Contract without prejudice to any other rights which the Government has or may have if: -
 - (i) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within fourteen (14) days or such other period as provided in

- this Contract or as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the Government's intention to terminate the Contract) so to do, to remedy the breach; or
- (ii) the Contractor unduly delays the performance and completion of the Services or any part thereof, or unduly delays the placing of necessary material and equipment orders as set out in Contract Schedule 2; or
 - (iii) the Contract shall pass a resolution or the court shall make an order for its liquidation or a petition is filed for the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation that is previously approved by the Government in writing or the Contractor becomes insolvent or makes any composition or arrangement with creditors; or
 - (iv) a receiver has been appointed over any of the Contractor's assets or a distress or execution shall be levied or enforced upon or taken out against any of the Contractor's chattels, properties or assets and shall not be discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
 - (v) the Contractor stops payment to creditors generally or is unable to pay its debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction); or
 - (vi) the Contractor assigns or purports to assign any or all the burden or benefits of this Contract without the prior written consent of the Government; or
 - (vii) the Contractor is in material breach of and/or has committed repeatedly breaches of any of his obligations under the Contract; or
 - (viii) the Contractor is found to have made false declaration or untruthful revelation in, including but not limited to, its record of conviction of offences under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Criminal Procedure Ordinance (Cap. 221) or the Mandatory Provident Fund Schemes Ordinance (Cap. 485) as stated in the tender submission by the Contractor during the tendering process; or
 - (xi) the Contractor is found to have employed any person who is forbidden under the laws of Hong Kong or not permissible for whatever reasons to undertake any employment in Hong Kong, whether for this Contract or any other contracts, or to have aided and abetted another person to breach his condition of stay; or
 - (x) the Contractor obtains three Demerit Points under this Contract; or
 - (xi) the Contractor is convicted of any offence under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Occupational Safety and Health Ordinance (Cap. 509), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) and the Occupational Retirement Schemes Ordinance (Cap. 426) in relation to this Contract; or

- (xii) the Contractor fails to secure and maintain all required insurance; or
 - (xiii) the Contractor fails to make up the deduction in accordance with Clause 19(d) of the Conditions of Contract.
- (b) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.
 - (c) Notwithstanding anything herein to the contract, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one month's prior written notice of such termination. The Government shall not be responsible for any loss or damage to the Contractor arising from such termination of Contract.

21. Consequences of Termination

- (a) The Contractor shall as soon as practicable after termination or expiry of the Contract at its expenses deliver and hand over to the Government all the records and documents relating to the Contract in whatever medium which are in the custody control or possession of the Contractor or its sub-contractors or agents. The Contractor shall also deliver up to the Government vacant possession of any office space or storage space in the Contract Area used or occupied by the Contractor under Clause 24 of the Conditions of Contract in a clean and tidy condition (fair wear and tear excepted).
- (b) The Government shall be entitled to recover all losses, damages, costs and expenses including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s), if any, upon the Contractor's breach of Clause 20(a) above, and shall have the right to deduct any money due to the Contractor under the Contract and under any other Government contracts (if there are any) for recovering the above losses, costs and expenses.
- (c) In the event of termination of contract for whatever reason, the Government shall not be required to make any further payment to the Contractor in accordance with the Clause 12 of the Conditions of Contract.

22. Use of Electricity and Water Supplies

- (a) The Government Representative shall permit the Contractor to use free of charge water supplies and to consume electricity made available at the supply points installed at the Contract Area for the purpose of provision of the Services. The Contractor shall warrant and undertake to the Government that it has made known to all its employees, sub-contractor and agents that the water and electricity supplies shall only be used for purposes under and in accordance with the Contract.

- (b) The Contractor shall ensure that all Contractor's Employees exercise their utmost care in the use of the water or electricity supplies to avoid wastage and damage to Government property. The Contractor shall not use any electrical equipment in such manner that will overload the fuses in the electricity supply of the Contract Area. Particular attention must be given to the maintenance of cleansing equipment in order that it does not run below rated speed and draw excessive electricity current. Double adaptors shall not be permitted.
- (c) Permission to use the said water and electricity supplies shall cease at the end or sooner determination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.
- (d) Wrongful use of water or electricity supplied by the Government shall entitle the Government Representatives to revoke the permission granted under Clause 22(a) above. Where such permission is revoked under this Clause, the Contractor shall at its own expense procure water and/or power source for the Services.
- (e) The Contractor shall adopt the green measures in the Green Guidelines for Cleansing Services developed by Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 8 in using the electricity and water supplies for the performance of the Services.

23. Government Property

When Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged as a result of the Contractor's action or inaction while in the possession or control of the Contractor or its employees or agents, the Contractor shall pay to the Government a sum which equals to the total replacement cost of such property plus relevant reasonable cost that may be incurred by the Government arising therefrom. A count of the articles or materials in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

24. Government Premises / Contractor's Premises

- (a) The Government may at its sole discretion provide free of charge office and/or storage space within the Contract Area for use by the Contractor's Employees, or for the storage of the tools, equipment and materials employed in the Services provided that: -
 - (i) such use shall cease at the end or sooner termination of the Contract, or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor;
 - (ii) the Contractor shall keep the said office or storage space clean, tidy, in reasonably good

state of repairs and properly secured, as appropriate;

- (iii) no fixtures, fittings or alteration shall be erected at or made to such office or storage space except with the Government Representative's prior consent in writing; and
 - (iv) the Contractor shall, upon termination of the Contract or on demand, remove at its own costs as soon as practicable, all fixtures or fittings erected at such office or storage space and restore the same to its original state. If the Contractor shall fail to do so within a reasonable time, the Government shall be entitled to remove and dispose of any properties, chattels, fixtures or fitting left uncollected in the Contract Area in any manner deemed appropriate by the Government Representative (including sale and abandonment) and that no compensation will be made to the Contractor. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of this Clause shall be recoverable as a debt due from the Contractor.
- (b) The safety of any tools, equipment and vehicles used by the Contractor and brought alongside or onto Government premises shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises caused by such tools, equipment and vehicle.
 - (c) The Contractor shall not use any space provided to it by the Government for conducting any fee-charging activities.
 - (d) Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the Contractor.
 - (e) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative at all reasonable time.
 - (f) The Contractor shall ensure that all Contractor's Employee shall not gain or attempt to gain access to any other parts of the Contract Area except as specified in the Service Requirements in Contract Schedule 2 or except as may be specifically authorized by the Government Representatives from time to time.
 - (g) The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Government premises shall be the responsibility of the Contractor who shall indemnify the Government in respect of any loss or damage to any Government premises caused by such craft, vessel and vehicle.

25. Non-Exclusivity

The Contract is awarded by the Government to the Contractor on a non-exclusive basis.

26. Confidential Information

The Contractor shall treat as confidential all information supplied by the Government under this contract which is designated as confidential by the Government or which is by its nature clearly confidential provided that this Clause shall extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to this contract or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause). The Contractor shall not divulge or use any confidential information except for the purpose of the Contract. The Contractor shall ensure that its employees are aware of and comply with the provisions of this Clause. The Clause shall survive termination of this Contract.

27. Corrupt Gifts

- (a) The Contractor shall prohibit its employees, agents, and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with this Contract.
- (b) If the Contractor or any of the Contractor's Employees, its agents or sub-contractors breach sub-clause (a) above or commit an offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation therefor. Suspected bribery cases would be reported to the Independent Commission Against Corruption (ICAC) for investigation.
- (c) The Contractor shall be liable for all expenses incurred by the Government as a result of the termination of the Contract under this Clause.

28. Publicity

The Contractor shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's or the Government Representative's or the AFCD's name is mentioned or language used from which a connection with the Government or any of the afore-mentioned entities can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material in relation to the Contract without the prior written consent of the Government Representative.

29. Service of Notice

- (a) Unless otherwise provided in this Contract, every notice, request, demand, direction or other

communication under this Contract shall be made in writing, by post, by fax or by hand.

- (b) Every notice, request, demand, direction or other communication given or made under this Contract shall be sent to the relevant party at its address or facsimile number stated below, or to such other address or fax number which a party may have notified the other party by no less than three (3) days' prior written notice: -

	<u>Address</u>	<u>Fax. No.</u>
(i) the Government:	PB2, Plant Protection Section, Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, New Territories.	(852) 2679 5443
(ii) the Contractor:	As stated in Appendix A to Terms of Tender	As stated in Appendix A to Terms of Tender

- (c) Such notice, request, demand, direction or other communications addressed to the relevant party as provided in sub-Clause (b) shall be deemed to have been duly given: -
- (i) if sent by personal delivery, upon delivery to the relevant address; or
 - (ii) if sent by post, five (5) business days (for local post) and ten (10) business days (for overseas post) after the date of posting; or
 - (iii) if sent by facsimile, when dispatched with confirmed transmission receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by facsimile machine used for such transmission; or
 - (iv) if sent by e-mail, on the date of transmission

30. Contractor's Equipment, Materials and Tools

The Contractor shall: -

- (i) submit, seven (7) days before each month, a monthly cleansing programme and work schedule (including but not limited to the planned roster of the Cleaners, names of Cleaners on-duty and their areas of responsibility) in respect of each working day.
- (ii) provide a attendance log system (i.e. log-book record or other system) in such manner and at such location(s) as may be approved by the Government Representative to monitor the attendance of the Contractor's Employees at the Contract Area;
- (iii) ensure the Contractor's Employees to use the attendance monitoring system to keep proper attendance records; and
- (iv) make available such attendance records, (which upon request by the Government Representative shall be verified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50)),

for inspection by the Government Representative at any time.

- (a) The Contractor shall, when providing the Services during the Contract Period, at its own expense adopt or provide:
 - (i) the cleansing equipment, materials and tools; and
 - (ii) the methods and materials set out in the Service Requirements in Contract Schedule 2.
- (b) All cleansing equipment, materials and tools shall be available for inspection and trial use by the Government Representatives.
- (c) All equipment, materials and tools used in the performance of the Services shall be clean, safe, of good working condition, free of excessive noise, odour or emission, and properly maintained.
- (d) All cleansing equipment, materials and tools must be properly stored away after use so as not to be unsightly or cause obstruction.
- (e) The Government shall not be liable for the loss or damage howsoever caused to any equipment, materials and tools used by the Contractor and brought onto the Contract Area.
- (f) All cleansing chemicals must be environmentally friendly. The Contractor shall not use any cleansing chemicals of corrosive nature which may cause any personal injury or property damage to the Contract Area, the Contractor's Employees, or any person in or near the Contract Area.
- (g) The Contractor shall not use any abrasive materials for cleansing porcelain, stainless steel and fibreglass surfaces.
- (h) The Contractor shall ensure that all the Contractor's Employees and agents exercise their utmost care to avoid contamination to the electrical fittings and flower beds with detergents, cleansing agent or any liquid during performance of the Services.
- (i) The Contractor shall provide and display at its own expense warning signs bearing the words "Cleansing Work in Progress (清潔進行中)", "Beware of Wet Floor (小心地滑)" and "Caution! Deep Cleansing Work in Progress (請勿接近! 徹底清潔進行中)" as appropriate.

31. Monies or Valuables Found by the Contractor's Employees

All monies or other items of value found by the Contractor or Contractor's Employees or its sub-contractors or agents (if any) at the Contract Area in the course of performance of the Services shall be handed to the Government Representative as soon as possible and the Contractor shall obtain from the Government Representative a written receipt obtained therefor.

32. Entire Agreement

The Contract supersedes all prior agreements, arrangement and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof. Unless the terms of the Contract provide to the contrary, no addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties hereto for and on its behalf.

33. Relationship of the Parties

The Contractor enters into the Contract with the Government as an independent contractor only and shall not represent itself and shall ensure the Contractor's Employees and all its other employees, sub-contractor (if any) and agents shall not represent themselves, as employee, servant, agent or partner of the Government.

34. Jurisdiction

The Contract shall be governed by and construed in accordance with the laws of the Hong Kong and the parties hereby irrevocably submit themselves to the jurisdiction of the courts of the Hong Kong.

35. Waiver and Severability

No failure by either party to exercise and no delay by either party in exercising any right, power or remedy available to it under the Contract or in law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right or remedy; and the rights and remedies of each party herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity. Without limiting the foregoing, no waiver by either party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time, any

provision of the Contract is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the remaining provisions of the Contract shall not be affected or impaired thereby.

36. Disputes

If disputes arises between any officer of Agriculture, Fisheries and Conservation Department and the Contractor in reference of the performance of the Contract, or any part thereof which cannot otherwise be resolved, such dispute shall be referred to the Director of Agriculture, Fisheries and Conservation whose decision shall be final and binding.

37. Complaints/Enquiries Handling

The Contractor shall ensure all their employees/staff strictly follow the “Guidelines in handling public Complaints and Enquiries” issued by AFCD and record all complaints received to facilitate monitoring by AFCD representative. The Contractor shall circulate the “Guidelines in handling public Complaints and Enquiries” quarterly and submit the documentary proof for AFCD Representative.

38. Information/Data Handling

The Contractor shall ensure that all their employees/staff will not disclose any information/data collected during the service period, including verbal and written records in any format, to any unauthorized third party. The information/data collected shall be handled with diligent care.

39. Matters in which the Decision of the Government Representative is Final

In the case of any question arising as to any of the following matters:

- (a) as to the quality of materials and workmanship;
- (b) as to the method or means (including any question as to what equipment should be provided and used by the Contractor) by which the Services or any part thereof should be provided;
- (c) as to the assessment/judgement on the quality of the Services;

the Government Representative shall state his decision thereon in writing and the Government Representative’s said decision shall be final and binding upon the parties, provided that the Government Representative shall have power to cancel any such decision and to substitute it with any other decision thereof.

40. Review of the Management Plan and Work Plan

The Government Representative may from time to time and at any time require in writing the Contractor to revise any of the plans contained in Contract Schedule 7 in such manner as the

Government Representative may specify.

41. Exclusion Clause

The parties hereby declare that in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Right of Third Parties) Ordinance (Cap.623).

Annex A

**SAMPLE OF ACCOUNTANT'S CERTIFICATE
FOR PAYMENT APPLICATION**

ACCOUNTANT'S STATEMENT FOR PAYMENT APPLICATION
REQUIRED UNDER CONTRACT NO. _____

IN RELATION TO THE CONTRACTOR'S PAYMENT APPLICATION NO. _____

FOR THE MONTH : 20

I/we have examined the relevant employment agreements, payrolls, books, records, and other supporting documents. I/we deem necessary to ascertain the number and ranks of the Contractor's Employees deployed to work at the Contract Area under the above Contract by *(the Contractor)* _____

_____ and the wages paid to the Cleaners, I/we certify that the information contained in the attached Statement of Deployment and Wages of Cleaners are in accordance with the said agreements, payrolls, books, records and supporting documents.

(※Accountant's Signature)

(※Accountant's Name)

(Date)

※ To be certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50) when requested by Government Representative.

**SAMPLE OF ACCOUNTANT’S CERTIFICATE
FOR PAYMENT APPLICATION**

STATEMENT OF DEPLOYMENT AND WAGES OF CLEANERS
AND ACCOUNTANT’S STATEMENT FOR PAYMENT APPLICATION

CONTRACT NO. _____

FOR THE MONTH: _____

No. of Saturdays/Sundays in the month: _____ No. of Statutory Holidays in the month: _____

Rank	Name	Committed wages for the Cleaner* (HK\$)	Number of days on duty	Number of no-pay leave days taken (such as no-pay statutory holidays)	Number of overtime hours	Wages for the month**	Provident Fund contributed by the Cleaner, if applicable	Wages paid to the Cleaner	Provident fund contributed by the Contractor being the employer	Remarks #
						(a)	(b)	(a) – (b)	(a) x 5%	

* Committed wages means wage as set out in Contract Schedule 4 by successful Tenderer.
 ** Wage received refers to that before deduction of employee's contribution to the Mandatory Provident Fund.
 # Among other things, any non-compliance with the committed daily maximum working hours for Cleaners shall be stated.

 (✘Accountant’s Signature)

 (✘Accountant’s Name)

 (Date)

✘ To be certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50) when requested by Government Representative.

PART 3
CONTRACT SCHEDULES

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Contract Schedule 1

Definition

- (a) “Refuse” in this Contract includes:
- (i) Any cut grass, dirt, dust, ashes or paper;
 - (ii) Any glass, china, earthenware or tin;
 - (iii) Any plaster, concrete, mortar, wood, fallen trees, twigs and branches, fallen leaves, sawdust, planting media, plastic, contraction material, or excavated material;
 - (iv) Any rubbish or debris;
 - (v) Any discarded plastic sheet, net, pipes, wiring and building materials associated with farm or previously used on cultivation fields; and
 - (vi) Any filth, manure, dung, excretal matter and any other offensive, noxious or obnoxious matter or liquid.
- (b) “Cleansing” in the contract means keeping the entire experimental station including grounds, offices, buildings, toilets and other utility areas free refuse, overgrown grass and wild growth. This includes regular mowing of grass, trimming of hedges and shrubs, cleaning of drainage channels, cleaning of rainwater drainage channels of buildings, cleaning of roof tops, cleaning of water storage tank and fountain, cleaning of office toilets and bathrooms (which includes washing and scrubbing of floors, walls, urinals, hand-wash basins, water flush tanks, sitting pans with covers), office doors, ceilings gates, windows, furniture and electrical appliances. In addition, the Contractor shall arrange for removing from the Tai Lung Experimental Station and disposing properly of any refuse not collected by the Food and Environmental Hygiene Departmental or organization responsible for carrying out routine collection service.
- (c) “Item 1” under this Contract refers to Provision of Cleansing Services to Crop Development Division of Tai Lung Experimental Station and Tai Lung Uniform Store.
- (d) “Item 2” under this Contract refers to Provision of Cleansing Services to Animal Health Division of Tai Lung Experimental Station.

Contract Schedule 2
Service Requirements

The Contractor shall provide cleansing services to the Contract Area in Tai Lung Experimental Station (TLES) (as specified in Contract Schedule 3) during the whole Contract Period in accordance with this Contract Schedule 2.

Part I - Qualification Requirements of the Contractor's Employees

The Contractor shall deploy the Contractor's Employees of the following qualifications, capabilities and experience to carry out their duties under the Contract: -

	Rank	Qualification and Other Requirements
(a)	Contract Manager	(i) possess a minimum of five (5) years' experience in management of contracts for cleansing services; and (ii) be able to write and speak fluent English and Chinese.
(b)	Cleansing Supervisor	(i) possess a minimum of five (5) years' experience in cleansing and gardening services, three (3) years of which must be in the capacity of a supervisor or foreman; (ii) be familiar with operating brush cutter and chainsaw; (iii) should have training certification on occupational safety and health in tree works; and (iv) be able to speak fluent Cantonese.
(c)	Cleaner	(i) be physically fit to carry out cleansing, grass cutting by using brush cutter, tree trimming and related tasks; and (ii) be able to speak fluent Cantonese.

Part 2 - Responsibilities/Duties of the Contractor's Employees

(a) Contract Manager

The Contract Manager shall be responsible for:

- (i) Responding promptly to any queries raised and implementing instructions given by the Government Representative in relation to the provision of the Services on behalf of the Contractor;
- (ii) Attending meetings and discussions with Government Representative in relation to the provision of Services as required by Government Representative; and
- (iii) Giving proper training, supervision and guidance to the Cleaners and Cleansing Supervisor in performing the Services.

(b) Cleansing Supervisor

The Cleansing Supervisor, who shall be one of the Cleaners shall in addition to his general cleansing duties, also be responsible for:

- (i) Coordinating and overseeing the Cleaners in their execution of general cleansing and other related tasks at the Contract Area in accordance with the Service Requirements;

- (ii) Liaising with the Government Representative on the timing and other arrangements for carrying out specific cleansing and gardening tasks;
- (iii) Reporting daily to the Government Representative on the execution of general cleansing and gardening tasks at the Contract Area under the Contract; and
- (iv) Keeping a log book of the daily attendance record of each Cleaner.

(c) Cleaner

The Cleaners shall be responsible for performing the cleansing, gardening and related tasks at the Contract Areas as assigned by the Contractor.

Part 3 – Services to be provided

1. The Contractor shall provide the minimum no. of cleaners as stipulated below daily to perform the service. One of them shall be an officer-in-charge or foreman grade who can liaise directly with the representative of Tai Lung Experimental Station concerning daily assignment.

	No. of Months	Minimum no. of cleaners
Item 1	(i) From April to October during 24 months contract	(i) 7
	(ii) From November to March during 24 months contract	(ii) 5
Item 2	24 months	2

A competent and authorized agent or representative of the Contractor approved of in writing by the Department (which approval may at any time be withdrawn) shall be able to be contacted daily between 8:00 a.m. and 5:00 p.m. and be available for site inspection, normally one to two times a month. Such authorized agent or representative shall be in full charge of the services and shall receive on behalf of the Contractor directions and instruction from the representative of Tai Lung Experimental Station.

2. All Contractor's employees should work exclusively for this Contractor on the basis of 8 working hours per day between 8:00 a.m. and 5:00 p.m.
3. The Contractor shall maintain tidiness of the entire ground within Tai Lung Experimental Station by regular grass cutting, clearing of drainage channels, clearing of rainwater drainage channels and roof tops of building, hedges and shrubs trimming; cleansing of roads, car parks, water storage tank, fountain and other open spaces.
4. The Contractor shall clean all offices, building, toilets and bathrooms and utility area.
5. The Contractor shall arrange to put refuse tidily at refuse collection sites, remove the refuse from Tai Lung Experimental Station and dispose of any refuse not collected by the Food and Environmental Hygiene Department or organization responsible for carrying out routine collection service.

6. The Contractor shall conduct emergency ground maintenance duties such as clearance of fallen trees.
7. The Contractor shall perform the cleansing service in accordance with the details and frequency as stipulated in Part 8.

Part 4 – Provision of Mobile Phone Contact of Contract Manager and Cleansing Supervisor

The Contractor shall provide the Cleansing Supervisor and the Contract Manager with mobile phones, and shall provide the Government with the numbers of such mobile phones immediately on the commencement of the Contract Period to ensure that the Government can effectively contact the Cleansing Supervisor and Contract Manager at all times during the Contract Period.

Part 5 - Supply of Cleansing Materials, Equipment and Tools for use by the Cleaners

- (a) The Contractor shall provide all cleansing materials, cleansing equipment, tools and pails, ladders, farm equipment, machines, fuel and heavy duty equipment necessary to Cleaners for proper and efficient performance of the Services. All cleansing equipment, materials and tools shall be of a type approved by the Government Representative. The Contractor shall provide the following cleansing items:
 - (i) The plastic bags used for collecting refuse of fallen leaves shall be made of degradable or recycled materials. The material of the biodegradable plastic litter bags shall be Low Density Polyethene “LDPE” made from 60% recycled plastic content with additive added or biodegradation. The product shall be biodegradable and passed an internationally recognized biodegradability test with a valid test report. A valid certificate of compliance and / or test report issued by an independent laboratory or testing centre shall be furnished to Government by the Contractor to prove that items offered fully comply with the above bio-degradability requirements. ***Failure to submit such test reports and certificates together with the tender shall render the tender invalid;***
 - (ii) All toilet cleansing materials and tools, such as liquid detergent, towel, mop, boom, cleansing powder, pails, ladders, goggles, gloves, face mask, bleach etc. necessary for the proper performance and cleanliness of the work to the satisfaction of Government Representative;
 - (iii) Uniforms with company name/logo of the Contractor for all Contractor’s Employees working at the Contract Area;
 - (iv) Safety reflective vests for Cleaners working along roadside; and

(v) Heavy duty type equipment and tools listed in the following table:

Description of equipment		Number not less than
1.	Pressure washer with water ejector, output not less than 130bar	1
2.	Ladder, retractable reaching up to 3 metres high	1
3.	Brushcutter, output not less than 1kW	4
4.	Lawn Mower, output not less than 4kW	1
5.	Chainsaw, bar length 16"	1
6.	Pole Pruner, bar length 12" with retractable reaching up to 3 metres high	1
7.	Blower, output not less than 1kW	1
8.	Hedge Trimmer, output not less than 1kW	1

- (b) The Contractor shall promptly replace at its own costs any of these equipment in use as and when required by the Government Representative. The Contractor shall be liable for any loss of or damage howsoever caused to such equipment, materials, tools or vehicles belonging to the Contractor and used for or in connection with the performance of the Services.
- (c) The Contractor shall manage the uses of these cleansing equipment, materials and tools in the following manner:
- (i) All cleansing equipment, materials and tools shall be clean, safe, of good condition, free of excessive noise, odour or emission, and properly maintained.
 - (ii) All cleansing equipment, materials and tools should be properly stored away after use in locations assigned by the Government Representative so as not to be unsightly or cause obstruction.
 - (iii) All cleansing chemicals must be environmentally friendly. No cleansing chemical of corrosive nature which may cause any personal injury or property damage to the natural environment in TLES, the Cleaners or any person in or near the Contract Area should be used. The Contractor should ensure that all its Cleaners exercise their utmost care to avoid contamination to the natural environment in Contract Area with detergents, cleansing agent or any liquid during performance of the Services. The Contractor shall adopt the Green Guidelines for Cleansing Services developed by Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 8 in the performance of the Services.

Part 6 - Supply of Hand Wash, Toilet Paper and Signage in Toilet

- (a) The Contractor shall, at its own cost or expense, supply and ensure continuous supply of
- (i) disinfectant hand wash to the dispensers (The hand wash shall be neutral and harmless in nature complying with the requirements of the legal provision and other relevant legislative provision in public health); and
 - (ii) toilet paper in white colour with soft double-ply tissue at all the toilets found in the

Contract Area.

(b) The Contractor shall provide and display at its own expense notice signs as appropriate, including but not limited to those bearing the words “Cleansing Works in Progress (清潔進行中)”, “Beware of Wet Floor (小心地滑)”, “Caution! Cleansing Work in Progress (小心!清潔進行中!)” in connection with the performance of the Services in all public toilets found in the Contract Area.

Part 7 – Site Record, Return and Report

- (a) The Contractor shall keep and submit record showing in details the Service performed each day.
- (b) The Contractor shall keep daily attendance record of cleaner(s) on site.
- (c) The Contractor shall submit the Employment Contract (or Trainees Agreement for PWDs of NGO) of each cleansing worker on site.
- (d) The Contractor shall submit the monthly wage slip/receipt for each employee engaged for the execution of this contract.
- (e) The Contractor shall provide any information and documentation as may be requested by the Government Representative relating to the provision of the service.
- (f) The Government Representative may prescribe the form of the Contractor’s reports, records and schedules required under the clauses of this Contract.
- (g) The Contractor shall, as and when called upon to do so by the Department, make available to him, or such other person as he may direct, such information which may be within the Contractor’s knowledge and which the Department considers necessary to enable him to keep and maintain his site records properly; the Contractor shall deliver to the Tai Lung Experimental Station of the Agriculture, Fisheries & Conservation Department either by fax. No. (852) 2679 5443 or in person, a return in such form as the Department may prescribe showing in detail the number of day labourers employed on the site for a particular period as the Department may require.

Part 8 – Schedule of Service Required

No.	Job Description (Both Items 1 & 2)	Minimum Frequency
1.	Cutting of Grass (Please refer to Sketch Map 4)	April – October: At least once every 3 weeks. November – March: At least once every 6 weeks.
2.	Clearing of Drainage Channels (Please refer to Sketch Map 3)	April – October: At least once every 3 weeks. November – March: At least once every 2 months.
3.	Clearing the rainwater drainage channels and roof top of offices, structures & buildings. (Please refer to Sketch Map 2 & 3)	At least once every 6 months.
4.	Pruning and Trimming of Hedges & Shrubs and to ensure no climbing plants & wild growth cling	April – October: At least once every month. November – March: At least once every 2

	to any hedges and shrubs (Please refer to Sketch Map 4)	months.
5.	Cleansing of roads, car park, and other open spaces (excluding cultivated areas). (Please refer to Sketch Map 5)	At least once a week.
6.	Cleansing of water storage tank (Please refer to Sketch Map 2)	At least once a year.
7.	Cleansing of fountain (Please refer to Sketch Map 2)	At least once every 3 months.
8.	Cleansing of toilets and bathrooms (total 6 nos.) (Please refer to Sketch Map 3)	At least once every working day.
9.	Cleansing of offices (including laboratories, pantry & seminar room) & buildings (mainly stores). (Please refer to Sketch Map 2)	At least once every working day for offices and once biweekly for buildings. (Light shields should be cleansed at least twice a year, ceiling & air-conditioner filters once bimonthly.)
10.	Cleansing of offices' & buildings' windows (Please refer to Sketch Map 2)	At least once per month.
11.	Provision of stationed man-power to do heavy works e.g. moving of panels, tables, cupboards etc., on special occasions.	Required as necessary.
12.	Arrangement for disposal of all "refuse" defined in Contract Schedule 1 of the special conditions of contract generated from the cleansing work.	Daily
13.	Conducting emergency duties before and after natural disasters.	A team of sufficient manpower should stand by in case of emergency and the team should turn up or report to Tai Lung Experimental Station within 4 hours.
14.	Any other minor duties relating to the ground maintenance of the station.	Required as necessary.

No.	Additional requirement for Item 1	Minimum Frequency
1.	Waxing Service for office PB435	At least once every 6 months.

No.	Additional Requirement for Item 2	Minimum Frequency
1.	Cleansing of offices, pantry and shower room. (Please refer to Sketch Map 2)	At least once every working day.
2.	Cleansing of offices' & buildings' windows. (Please refer to Sketch Map 2)	At least once every month.
3.	Cleansing of draining channels. (Please refer to Sketch Map 3)	April – October at least once every 2 weeks. November – March at least once per month.
4.	Cleansing of open space & car park. (Please refer to Sketch Map 5)	At least 3 times a week.
5.	Cleansing of open areas outside the offices/buildings. (Please refer to Sketch Map 5)	At least once every working day.
6.	Cleansing of disinfection pool.	At least once every working day (remove all

	(Please refer to Sketch Map 2)	the water from the pool in the morning of every working day, clean off the dirt and fallen leaf, and then refill the pool with water.
7.	Cleansing of toilets. (Please refer to Sketch Map 3)	At least once every working day

Daily Working Hours (for every Monday to Friday, except Public Holidays), from 8:00 a.m. to 5:00 p.m. (including 1 hour for lunch)

Note : The frequency of the above services may be increased subject to actual need.

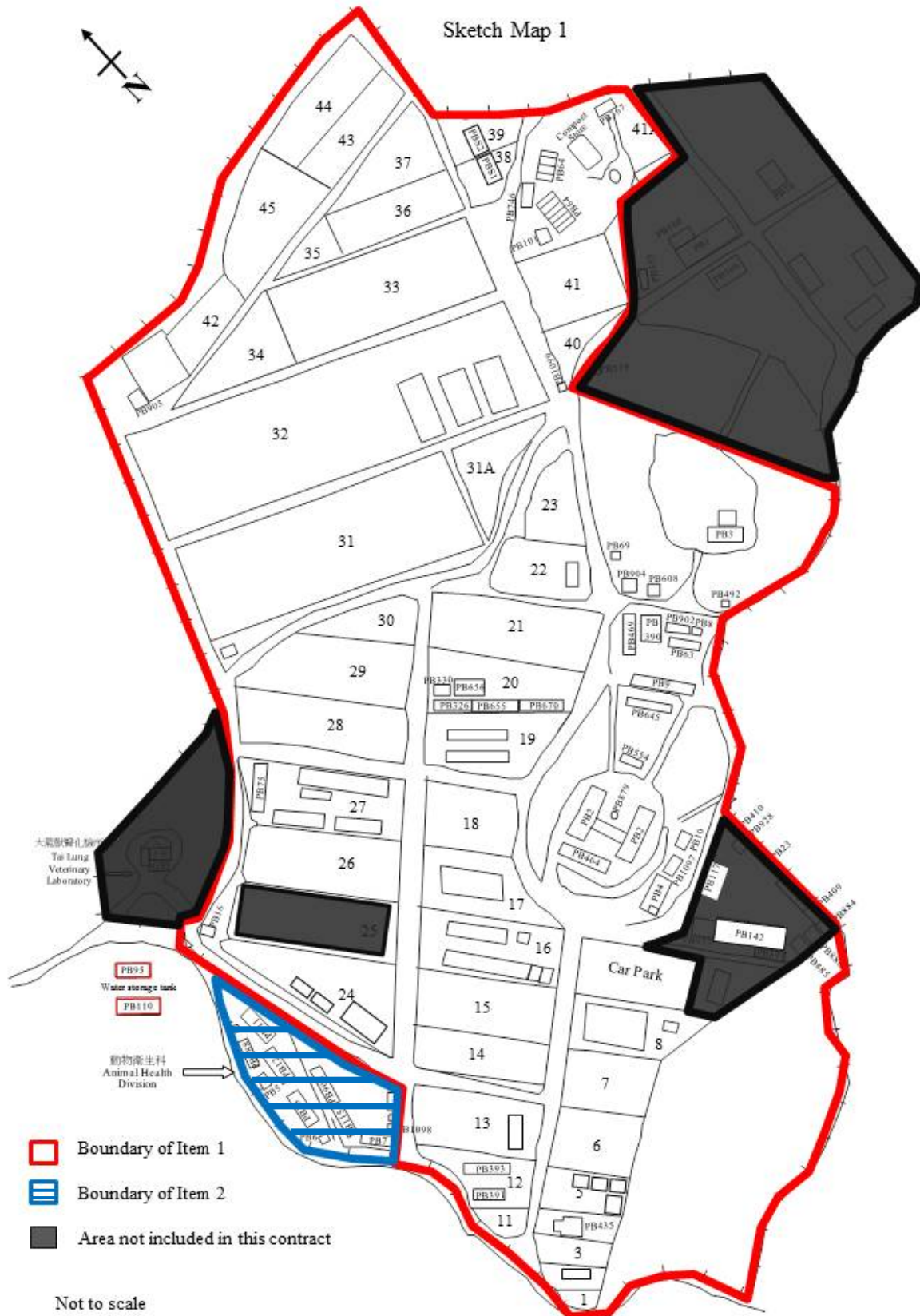
Contract Schedule 3
Facilities at Tai Lung Experimental Station and Sketch Maps

Total area of Tai Lung Experimental Station : approximately 15 hectares.

- (1) Sketch Map 1 : Boundary of Item 1 & Item 2
- (2) Sketch Map 2 : Location of offices, buildings, water storage tank, disinfection pool and structures to be cleaned
- (3) Sketch Map 3 : Location of drainage channels to be cleared, toilets and bathrooms to be cleaned.
- (4) Sketch Map 4 : Location of major areas for grass cutting and trimming of hedges
- (5) Sketch Map 5 : Location of roads, car park, and other open spaces to be cleaned.

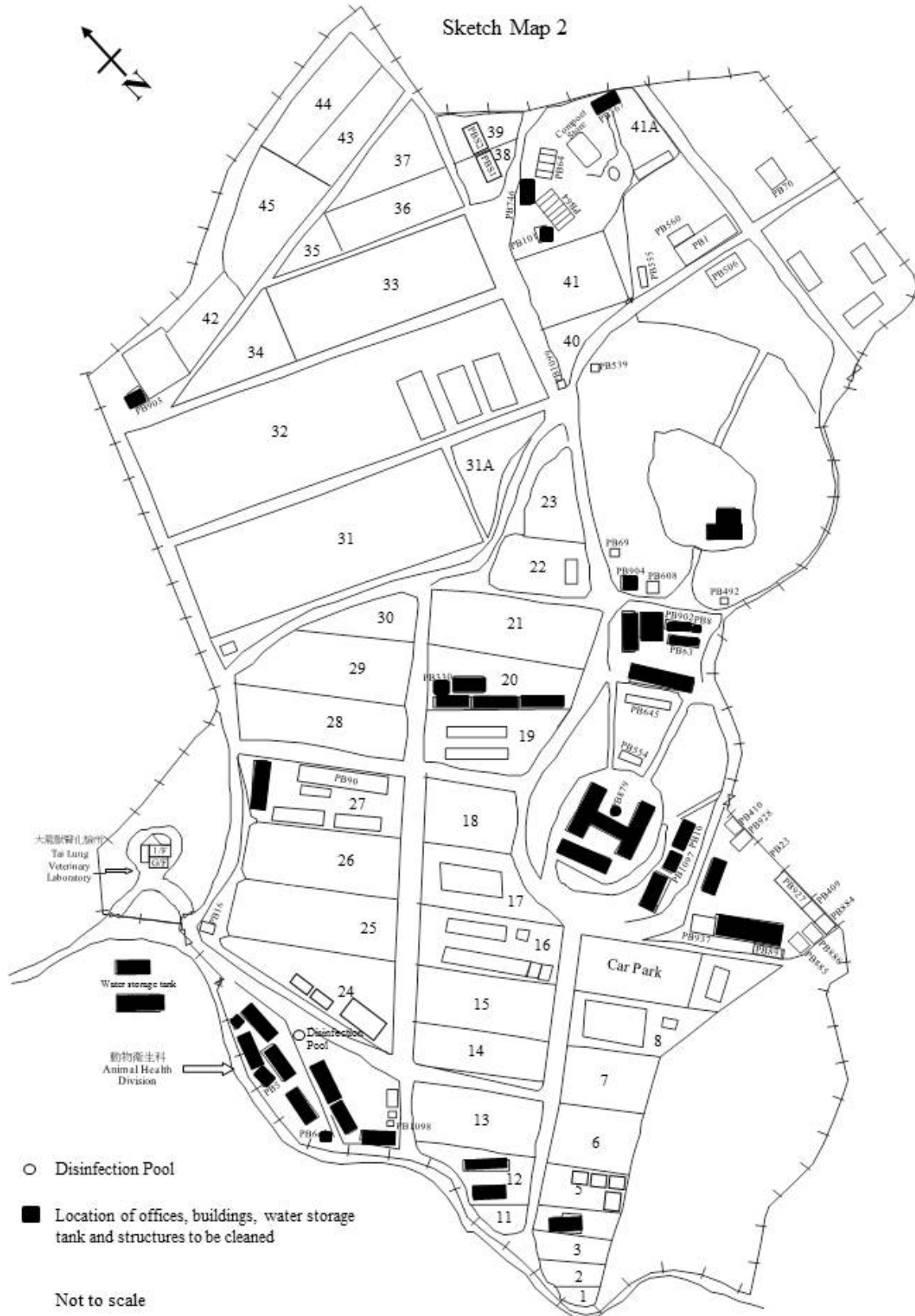
Sketch Map 1:

TAI LUNG EXPERIMENTAL STATION



Sketch Map 2:

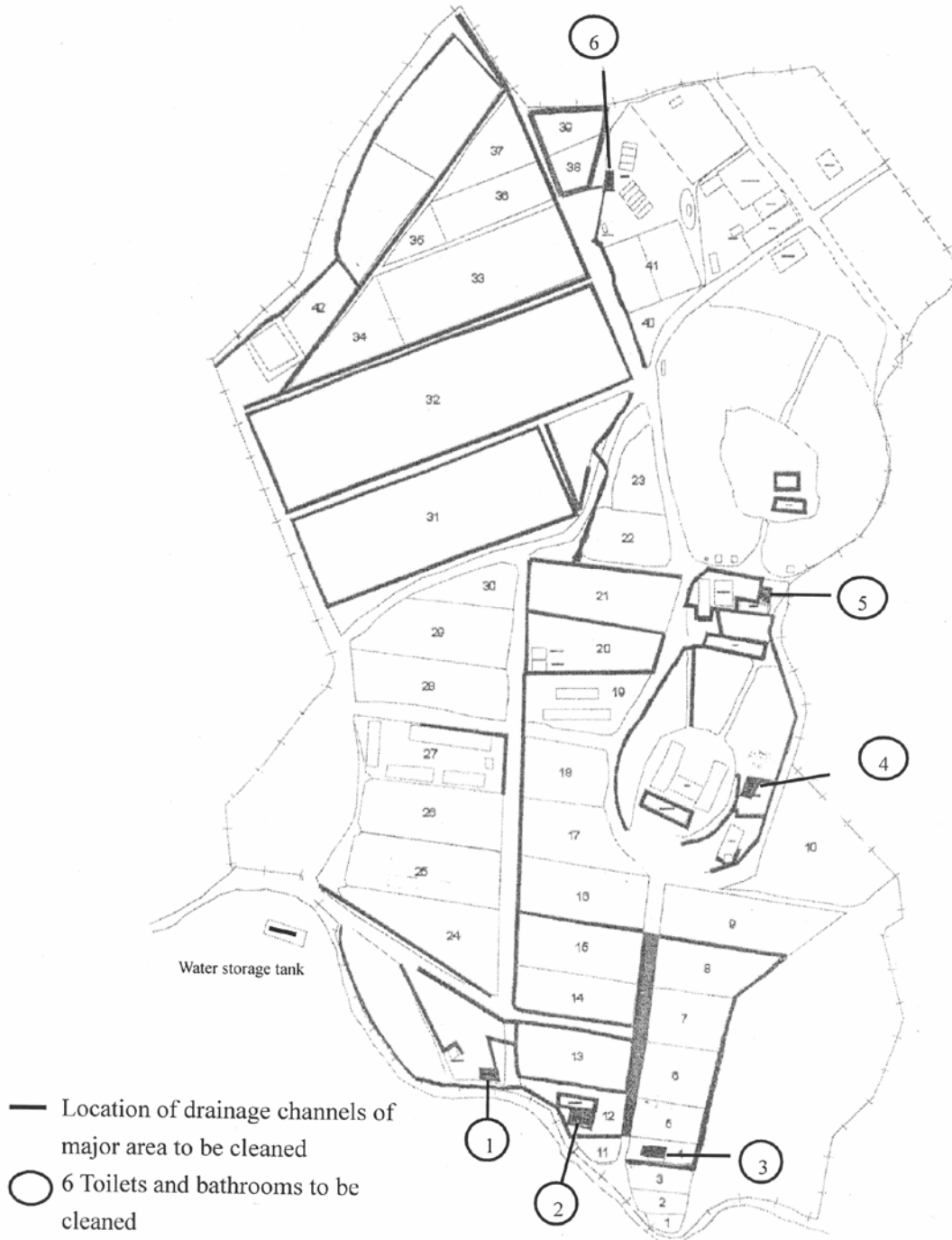
TAI LUNG EXPERIMENTAL STATION



Sketch Map 3:

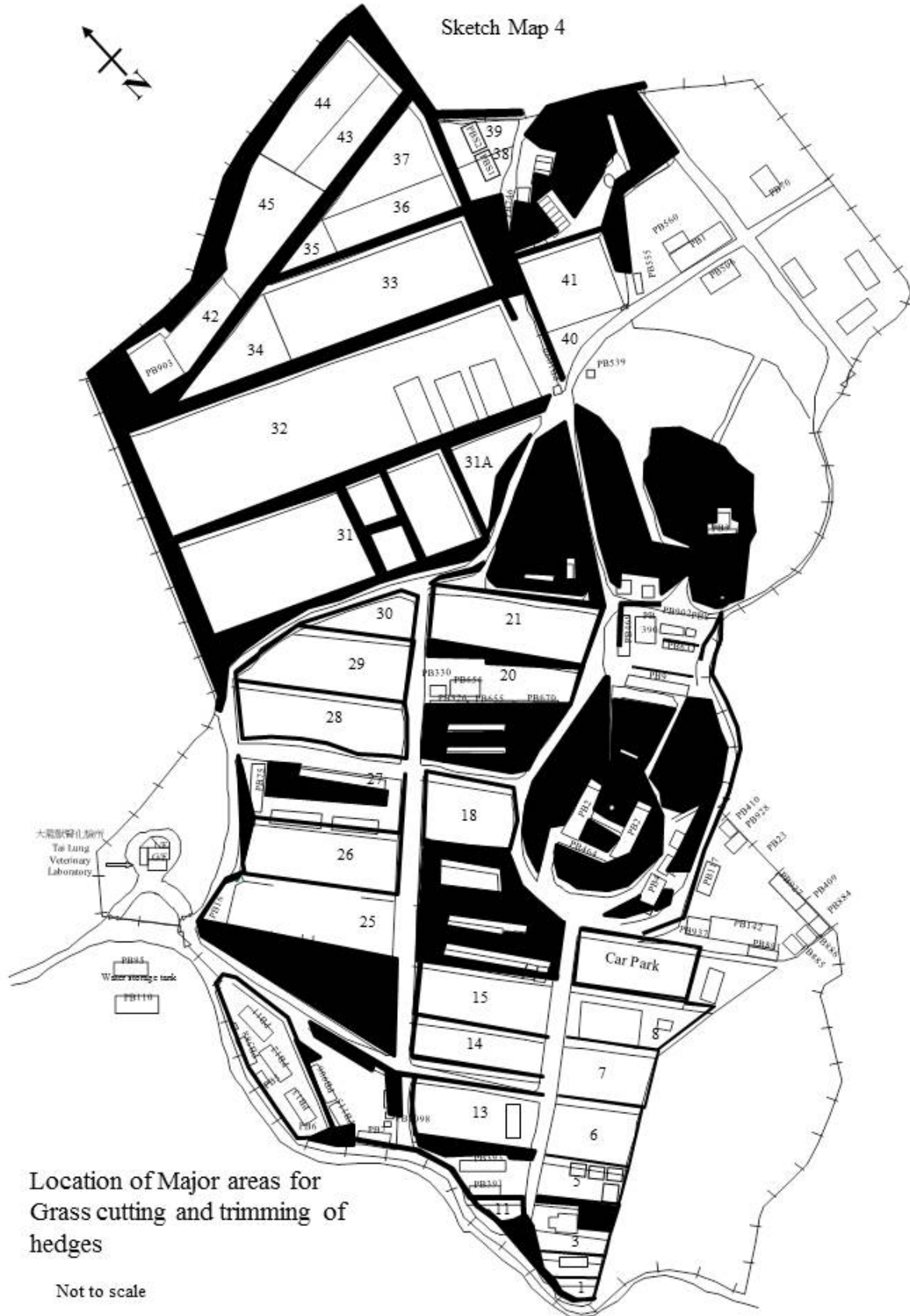
TAI LUNG EXPERIMENTAL STATION

Sketch Map 3



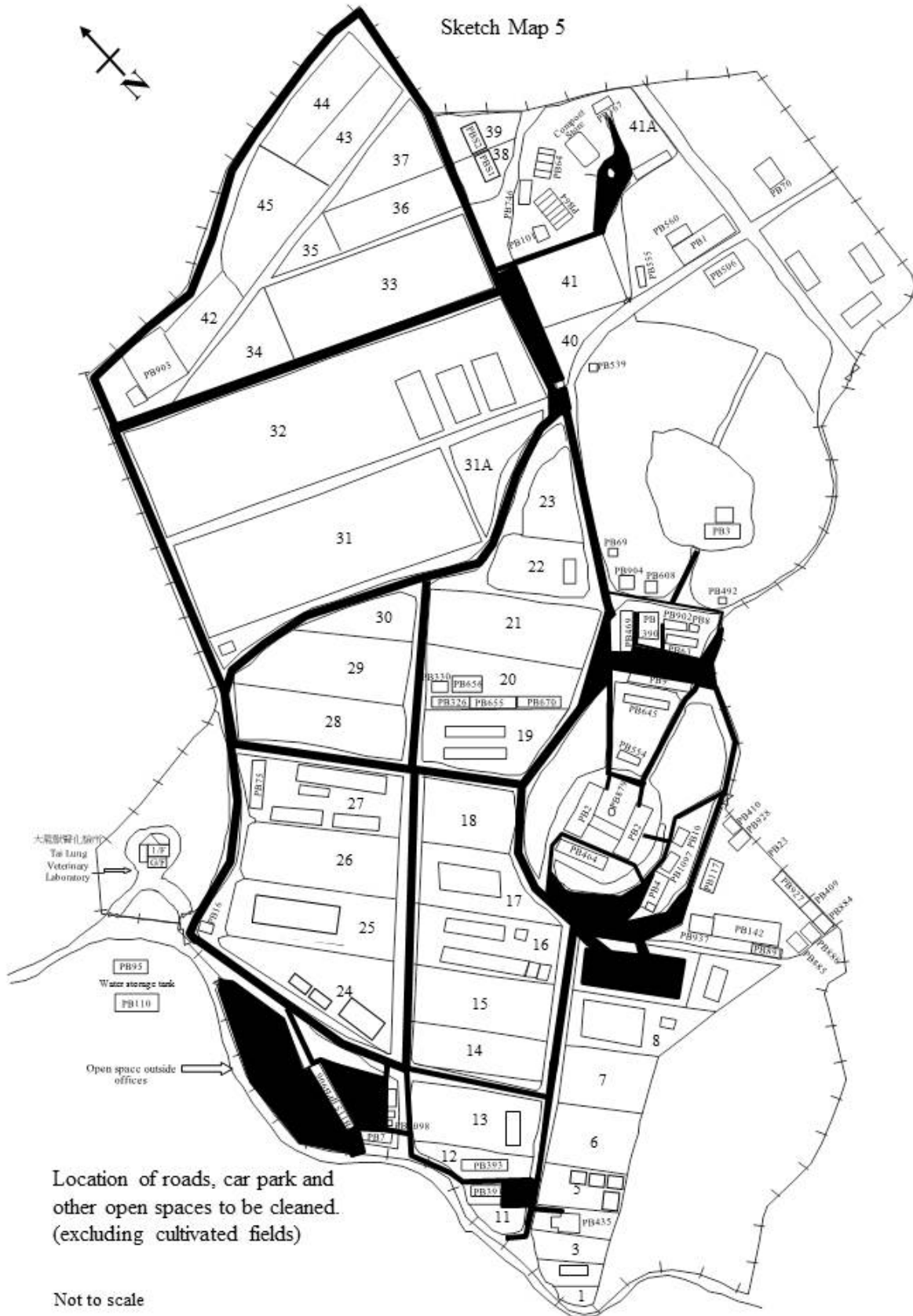
Sketch Map 4 :

TAI LUNG EXPERIMENTAL STATION



Sketch Map 5 :

TAI LUNG EXPERIMENTAL STATION



Contract Schedule 4

Price Schedule – Rates of Charge for the Provision of the Services
**(to contain the successful Tenderer's price proposal subject to
such modification as may be agreed with the Government)**

Contract Schedule 5

Staffing Schedule and Monthly Wage for Cleaners

(to contain the successful Tenderer’s wage proposal for Cleaners and Cleansing Supervisors subject to such modification as may be agreed with the Government)

The monthly wage payable to a Cleaner shall be HK\$ _____ calculated on the basis of 31 days per month, 5 normal working days per week, 8 hours a day and HK\$ _____ per hour.

The monthly wage payable to a Cleansing Supervisor shall be HK\$ _____ calculated on the basis of 31 days per month, 5 normal working days per week, 8 hours a day and HK\$ _____ per hour.

Contract Schedule 6
Code of Conduct for the Contractor's Employees

1. All the Contractor's Employees shall maintain a high standard of hygiene, courtesy and consideration in performing the Services.
2. The Contractor's Employees shall deal promptly and courteously with the Government Representative, visitors and the public as well as all others with whom they may have contact in performing the Services under the Contract.
3. The Contractor's Employees while on duty at the Contract Area shall not commit any of the following acts: -
 - (a) vandalising any Government Property or misusing any equipment/facility provided by the Government;
 - (b) gambling, stealing or committing any criminal offence;
 - (c) fighting or causing any disorder, disturbance or nuisance;
 - (d) using foul language or drinking liquor;
 - (e) behaving in a manner likely to endanger himself/herself or any other person or causing damage to Government Property;
 - (f) soliciting or accepting any money, gift or advantages from, or offering any money, gift or advantages to any Government employee, building user, visitor or member of the public;
 - (g) indulging in poor timekeeping for work or absent from duty without approval or good cause;
 - (h) indulging in smoking, sleeping or any audio/visual entertainment;
 - (i) committing fraud or dishonest acts;
 - (j) failing to wear full and proper uniform which is: -
 - (i) a vest, apron or jacket bearing the name/logo of the Contractor which is agreed by the Government Representative;
 - (ii) a safety reflective vest when working at car park or along roadside;
 - (iii) a protective clothing and equipment when working at site; and
 - (k) committing any act that will bring the Government into disrepute or embarrassment.

Contract Schedule 7
Management Plan and Work Plan

(to contain the successful Tenderer's technical proposal on

(a) Management Plan

(b) Work Plan

subject to such modification as may be agreed with or requested by the Government)

Contract Schedule 8
Green Guidelines for Cleansing Services

1. Cleansing Products and Supplies

- The Contractor should, as far as possible, use cleansing products that comply with the green specifications developed by Environmental Protection Department (EPD) & Government Logistics Department (GLD). A list of cleansing products with recommended green specifications as programulated by EPD is attached for reference.

Product Items	Recommended Green Specification
All purpose Cleaners	<ul style="list-style-type: none"> The pH of aqueous solution of the detergent shall not be higher than 10.5. The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs) and ethylene diaminetetra acetic acid. The product should not contain halogenated substances or solvents, including reactive chlorine compounds. The product should not contain more than 5% by weight of volatile organic compounds (VOCs). The product should not be formulated or manufactured with phosphate or phosphonates. The product should not be formulated with ammonia or ammonium compounds. The product should be at least 90% biodegradable. The product should not contain any heavy metals or their compounds as listed below: <ol style="list-style-type: none"> i. Arsenic ii. Cadmium iii. Cobalt iv. Hexavalent chromium v. Lead vi. Mercury vii. Selenium
Laundry detergent / Soap	<ul style="list-style-type: none"> The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs) and ethylene diaminetetra acetic acid (EDTA). The product should not contain halogenated substances or solvents, including reactive chlorine compounds. The product should not contain more than 5 % by weight of volatile organic compounds (VOCs). The product should not be formulated or manufactured with phosphate or phosphonates. The product should not be formulated or manufactured with optical brighteners. The product should be at least 90% biodegradable. The product should not contain any heavy metals or their compounds as listed below: <ol style="list-style-type: none"> i. Arsenic ii. Cadmium iii. Cobalt iv. Hexavalent chromium v. Lead vi. Mercury vii. Selenium
Sanitary detergent	<ul style="list-style-type: none"> The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs) and ethylene diaminetetra acetic acid (EDTA). The pH value of product, before dilution, should not be higher than 11.5 or less than 2. The product should not contain halogenated substances or solvents, including reactive chlorine compounds. The product should not contain more than 5% by weight of volatile organic compounds (VOCs). The product should not be formulated or manufactured with phosphate or

	<p>phosphonates.</p> <ul style="list-style-type: none"> • The product should not be formulated with any chemicals that are included in the international Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens. • The surfactant used in the product should be at least 90% biodegradable. • The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> i. Arsenic ii. Cadmium iii. Cobalt iv. Hexavalent chromium v. Lead vi. Mercury vii. Selenium
Soap toilet liquid	<ul style="list-style-type: none"> • Bio-accumulative preservatives shall not be used. • The pH value of 5% solution should range from 6-10. • The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA) or nitrilotriacetate (NTA). • The product should be at least 60% biodegradable. • The product should not be formulated or manufactured with phosphate or phosphonates. • The product should not be formulated or manufactured with optical brighteners. • Fragrance used in the product should comply with international guidelines, e.g. the Code of Practice of the International Fragrance Association (IFRA). • The product shall declare any fragrances on the product label in the ingredient line. • The product should not be formulated with any chemicals that are included in the International Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens.
Cleaning rags and Cotton waste	<ul style="list-style-type: none"> • Cleaning Rags <ul style="list-style-type: none"> i. Addition of optical brighteners should not be permitted. ii. The content of detectable formaldehyde in the final product should not exceed 0.15 mg/kg. iii. The content of pentachlorophenol (PCP) in the final product should not exceed 0.15 mg/kg. • Cotton Waste AOX emissions in the bleaching effluent should be less than 100 mg Cl/kg.
Disinfectant	<ul style="list-style-type: none"> • The product should not be formulated or manufactured with surfactants belonging to alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA) or nitrilotriacetate (NTA). • The product should not be formulated or manufactured with builders belonging to phosphates. • The product should not be formulated with any chemicals that are included in the International Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens. • The product should not be formulated or manufactured with aromatic compounds.
Deodorants	<ul style="list-style-type: none"> • The product should not contain substances regulated in the Montreal Protocol on Substances that Deplete the Ozone Layer (particularly CFCs and HCFCs). • The surfactant used in the product should be readily biodegradable. • The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA), nitrilotriacetate (NTA), phthalates, halogenated organic solvents. • The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> i. Arsenic ii. Cadmium iii. Cobalt iv. Hexavalent chromium v. Lead

	vi. Mercury vii. Selenium • The product should not contain more than 5% by weight of volatile organic compounds • (VOCs) • The product should not contain phosphorus content of more than 0.2% by weight. • The sum of benzene, toluene, xylene, ethylbenzene, 1,4- Dichlorobenzene, and styrene contents should be smaller than 0.1% by weight. • The undiluted product should not contain any of the following components: i. Formaldehyde donors ii. Monoethanolamine, diethanolamine, and triethanolamine alone or in compounds iii. Parabens iv. Triclosan v. Nitromusk and polycyclic musk fragrances
Hand Soaps	• The pH value of product should not be higher than 11 or less than 2 • The product should be at least 90% biodegradable and not bioaccumulative • The product should not contain nitromusk and polycyclic musk fragrances • The product should not be formulated or manufactured with alkylphenol ethoxylates • (APEOs), ethylene diaminetetra acetic acid (EDTA), nitrilotriacetate (NTA), halogenated organic solvents • The product should not be formulated or manufactured with phosphate or phosphonates • The product should not contain more than 1 % by weight of volatile organic compounds (VOCs) • The product should not be formulated or manufactured with optical brighteners

2. Water Saving

- Wash in a basin rather than under running water whenever practical.
- Reduce spillage by keeping water level in rinsing and washing basins to minimum.
- Report any leakage of taps, water supplies pipes and hoses for repairing immediately.
- Use mops instead of running water hoses for cleaning floors whenever practical.

3. Energy Saving

- All powered equipment should be switched off and remove the plug from socket when not in use.
- Filters of vacuum cleaners should be changed or cleaned regularly to attain the optimal cleaning efficiency.

4. Staff Training

- All workers of the contractor shall receive regular trainings to maintain knowledge of correct procedures for equipment and techniques used to maintain environmental standards.

Provision of Cleansing Services for Tai Lung Experimental Station (TLES)

**Part 4
OFFER TO BE BOUND**

1. Having read the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments of this Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.

2. I/We do hereby agree to carry out the whole of the Services which may, during the Contract Period or any extension thereto be required, by or on behalf of the Government Representative to be carried out, at the prices quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments.

3. I/We also certify that the particulars given by me/us below, are correct:

(a) The number of my/our/the Company's Business Registration Certificate is

(b) The date of expiry of my/our/the Company's Business Registration Certificate is

(c) I am/We are/The Company is covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:

Policy No.

Name of Insurance Company

Period covered by the Policy is from to

Brief particulars of the cover provided and any special conditions are as follows:

.....
.....

4. I am/We are duly authorized to bind the said Company hereafter mentioned by my/our signature(s).

5. The name of the Company is

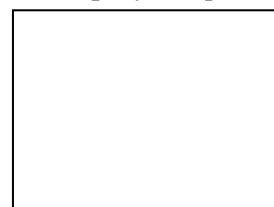
6. The registered office of the Company is situated at
.....Hong Kong.

7. Name(s), Title(s) and address(es) of person(s) signing:
.....
.....

Signature(s):.....

Company Chop:

Dated this day of 20.....



Notes (i) All the particulars required above must be provided.
(ii) Strike out clearly alternatives which are not applicable

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
Agriculture, Fisheries and Conservation Department**

Provision of Cleansing Services for Tai Lung Experimental Station (TLES)

**PART 5
MEMORANDUM OF ACCEPTANCE**

The Tender Document (Ref.: _____) and your Tender submitted in response thereto refer.

On behalf of the Government of the Hong Kong Special Administrative Region,

I

(Name and position of officer)

accept your tender for the Contract (as defined in the Tender Document) to provide the Services (as defined in the Tender Document) on and subject to the terms and conditions set out in the Contract. A copy of each document constituting the Contract is hereby attached for identification purpose.

Dated this day of 2018.

Signed by the said.....

in the presence of :.....

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