

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT
TENDER FOR THE PROVISION OF SERVICES**

Tender Ref.: AFCD/AP/01/21

TENDER FORM

Contract No.: _____

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked

**“Tender for Provision of Cleansing and Security Guard Services
for Agricultural Park Phase 1,
(Tender Ref.: AFCD/AP/01/21)”**

and addressed to the Chairman, Tender Opening Committee, _____

must be deposited in the Government Logistics Department _____

Tender Box situated on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong _____

before 12:00 noon (time) on 4 August 2021 (date)(Hong Kong time). Late Tenders will not be accepted.

INTERPRETATION

PART 1 --- TERMS OF TENDER

PART 2 --- CONDITIONS OF CONTRACT

PART 3 --- CONTRACT SCHEDULES

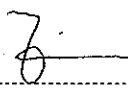
The tender documents for this Invitation to Tender are set out in Clause 1 of the Terms of Tender.

This tender is covered by the Agreement on Government Procurement of World Trade Organization.

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 18 day of June 2021



(CHAU Nga Yuen, Eriko)
Government Representative
Agriculture, Fisheries and Conservation Department

Tender Ref.: AFCD/AP/01/21

PART 4 — OFFER TO BE BOUND

1. Having read the Tender Documents, I/we, the Tenderer mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
2. I/We, the Tenderer mentioned below, do hereby agree to carry out all and any of the Services at the Unit Price(s) quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Documents.

Signed by the Tenderer / Signed by an authorised
signatory for and on behalf of the Tenderer :

Name of the Tenderer :

Name and title of the authorised signatory
(where applicable) :

Date :

PART 5 MEMORANDUM OF ACCEPTANCE

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

I _____
(name and position of officer)

accept your Tender for the Contract relating to the following Item(s). A copy of each document constituting the Contract is hereby attached for identification purposes.

Dated this _____ day of _____ 20 _____

Signed by the said _____

in the presence of : _____

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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 Tendering Closing Time. The Government does not guarantee that all required items of this Tender are included in the checklist.

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

1. Documents to be inserted in the “Price Proposal” Envelope

☐ **PART 1 Appendix C Price Proposal*****

2. Documents to be inserted in the “Technical Proposal” Envelope

☐ **PART 1 Appendix A Tenderer’s Information**

☐ **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

☐ Copy of Security Company Licence

☐ Copy of documentary evidence of relevant experience

☐ Copy of ISO/OHSAS certifications (if applicable)

☐ Copy of Certificate of Insurance

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

☐ **PART 1 Appendix D Wage Proposal for Workers**

☐ **PART 1 Appendix E Management Plan, Work Plan, Contingency Plan and Innovative Suggestions*****

☐ **PART 1 Appendix F Proposed Maximum Working Hours of Workers**

☐ **PART 1 Appendix G Experience of the Tenderer**

☐ **PART 1 Appendix H Experience of Nominated Contract Manager**

☐ **PART 1 Appendix I Non-collusive Tendering Certificate**

☐ **PART 1 Appendix J Statement of Convictions**

☐ **PART 1 Appendix K Sub-contractor’s Acknowledgement (if applicable)**

☐ **PART 4---OFFER TO BE BOUND duly signed *****

☐ **Submission in Triplicate**

☐ **All submissions should be enclosed in a sealed plain envelope and marked as follow:
“Tender for Provision of Cleansing and Security Guard Services for Agricultural Park
Phase 1. (Tender Reference: AFCD/AP/01/21)”**

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.

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 of HKSAR;
“Agri-Park”, “Park” or “Venue”	means the Agricultural Park in Kwu Tung South, to be managed by the AFCD as identified in Contract Schedule 1;
“Certified Worker”	means a person who has attained the age of 18 years; and holds a certificate issued by a person whom the Commissioner for Labour has authorized to certify workers as being competent to work in a confined space;
“Cleaners”	means any one or more of the on-site cleaners deployed by the Contractor pursuant to Contract Schedule 2 for performing the general cleansing and related tasks under Service Specifications;
“Cleansing Supervisor”	means one of the on-site Cleaners appointed by the Contractor pursuant to Clause 3(b) of Part C in Contract Schedule 2 for performing the supervisory duties under Service Specifications;
“Commencement Date”	means 1 December 2021, or such later date as may be specified in writing by the Government Representative;
“Companies Ordinance (Cap. 622)”	means Cap. 622 of the Laws of Hong Kong and includes the predecessor Companies Ordinance which has the meaning assigned to it in section 2 of the Companies Ordinance (Cap. 622);
“Competent Person”	means a person - <ul style="list-style-type: none"> (a) who has attained the age of 18 years; (b) who is either <ul style="list-style-type: none"> (1) a safety officer registered under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations, Chapter 59Z; or (2) a person who holds a certificate issued by a person whom the Commissioner for Labour has authorized to certify persons as being competent to prepare risk assessment report; and (c) who has at least one year's relevant experience, after obtaining the registration or certification referred to in paragraph b(i) or b(ii), in assessing risk to the safety and health of workers working in confined spaces;

“Contract”	<p>means the agreement made between the Government and the Contractor for the provision of the Services and subject insofar as they are applicable to the terms and conditions contained in:</p> <ul style="list-style-type: none"> (a) the Tender Form G.F. 231 – Parts 1 to 5 as assigned and completed by the Contractor and forming part of its tender; (b) this Interpretation; (c) the Terms of Tender; (d) the Conditions of Contract; (e) the Contract Schedules; <p>and attachments to any of the above;</p>
“Contract Area”	means the area required for provision of Services in Agri-Park Phase 1 as delineated in the plans in Contract Schedule 1;
“Contract Deposit”	means the deposit as referred to in Clause 11 of the Terms of Tender and Clause 19 of the Conditions of Contract;
“Contract Manager”	means the person appointed by the Contractor as described in Clause 2(a) of Part B and Clause (1) of Part C in Contract Schedule 2 to perform the duties as specified in Clause 1(b) of Part C of Contract Schedule 2;
“Contract Period”	means the period as described in Clause 1 of the Conditions of Contract subject to any early termination or extension provided for in the Contract;
“Contract Schedules” or “Schedules”	means the schedules for the Contract hereto attached to the Tender Documents;
“Contractor”	means the Tenderer whose Tender has been accepted by the Government;
“Contractor’s Employees” or “Employees” or “Workers”	means the persons deployed by the Contractor to perform the Services including the Contract Manager, Cleansing Supervisor, Cleaners, Plumbers, Competent Person, Certified Workers and Security Guards;
“Demerit Points”	<p>means the demerit point attracted due to issue of notices of default by any Government bureaux or departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of:</p> <ul style="list-style-type: none"> (a) wages; (b) holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month; (c) wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted; (d) daily maximum working hours; (e) signing of Standard Employment Contracts with Non-skilled

	<p>Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;</p> <p>(f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned); and</p> <p>(g) gratuity payable to Non-skilled Workers with no less than one year of service under a continuous contract;</p>
“Extended Tender Closing Date”	means the revised Tender Closing Date as extended by the Government in accordance with clause 6(c) of Terms of Tender;
“Facilities”	means all the facilities in the Contract Area as specified in the maps of Contract Schedule 1;
“General Holiday” or “Public 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 Hong Kong;
“Government Property”	means the tools, equipment, furniture and all other materials owned by the Government;
“Government Representative(s)”	means the Director of Agriculture, Fisheries and Conservation of the Government or any officer as he may from time to time authorize to act on his/her behalf for the purposes of the Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong dollars”	means the lawful currency of Hong Kong;
“Innovative Suggestion”	means an innovative suggestion proposed by the Tenderer in its Tender to be assessed under Assessment Criteria (4)(a) and (4)(b) of the Marking Scheme;
“Intellectual Property Rights” or “IPR”	means patents, trade marks, service marks, trade names, design rights, copyrights, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;

“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to Clause 9(d) of the Terms of Tender;
“Monthly Fee” or “Monthly Payment”	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 quoted in Appendix C Price Proposal;
“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor and/or the sub-contractor to work under the Contract, and for the present purpose, include Cleansing Supervisor, Cleaners and Security Guards;
“Non-skilled Worker Contract”	means a non-works service contract of the Government that rely heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Tender, include this Contract;
“Plumber”	means a person who is deployed by the Contractor to perform emergency repair and regular maintenance work as specified in Clause 3(f) of Part C in Contract Schedule 2 as and when required by the Government Representative;
“Relevant Offences”	means the offences as defined in Clause 3(b)(i) of Terms of Tender;
“Security Company Licence”	means a valid Type I Security Company Licence issued by the Security and Guarding Services Industry Authority under Section 21 or renewed under Section 23 of the Security and Guarding Services Ordinance (Cap. 460) for provision of security guard services;
“Security Control Centre”	means the headquarters/central controlling centre of the Contractor, where it issues a command remotely to the Security Guard on site;
“Security Guard” or “Guard”	means a person who holds a valid Category B Security Personnel Permit issued under the Security and Guarding Service Ordinance (Cap. 460) and is deployed by the Contractor to perform duties as specified in Clause 4(b) of Part C in Contract Schedule 2;
“Security Personnel Permit”	means a permit issued to an individual by the Commissioner of Police under section 14 or renewed under section 15 of the Security and Guarding Services Ordinance (Cap. 460) for doing the type of security work described in the Contract;
“Service Specifications”	means the specifications and requirements of the Services to be provided by the Contractor as set out in Contract Schedule 2;

“Services”	means the provision of cleansing and security guard services at the Contract Area and includes all other obligations, tasks and duties ancillary or incidental thereto in accordance with Contract Schedule 2 and subject to all the terms and conditions of the Contract;
“Specified Tender Box”	means the tender box specified in the “Lodging of Tender” section of the Tender Form;
“Standard Employment Contracts”	means the written employment contracts to be entered into between the Contractor and its Non-skilled Workers and, where applicable, the written employment contracts to be entered into between the sub-contractor and its Non-skilled Workers, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks: < https://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html > for Chinese version and < https://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html > for English version;
“Statutory Minimum Wage or SMW”	means the hourly wage rate as specified in Clause 4 of the Terms of Tender 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 for Employees of Contractors of Government Service Contracts, which may be downloaded at the hyperlink provided in Clause 4 of the Conditions of Contract;
“Statement of Convictions”	means the Statement of Convictions in respect of the Relevant Offences in the form of Appendix J;
“Sub-contractor”	means the person whom the Contractor enters into any sub-contract for the performance of any part of the Contract in pursuance of clause 10 of the Conditions of Contract;
“Sub-contractor’s Acknowledgement”	means the Sub-contractor’s Acknowledgement in the form of Appendix K;
“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 6(c) of the Terms of Tender;

“Tender Documents”	means the documents as specified in Clause 1 of the Terms of Tender;
“Tender Validity Period”	means the period of time mentioned in Clause 13 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 of tender;
“Time”	all references to time refer to Hong Kong time, i.e. GMT +8;
“Total Estimated Contract Value”	means the amount of payment for the provision of the Services as quoted in Appendix C by the Contractor, to be payable by the Government by way of Monthly Fees in accordance with the provisions of the Contract;
“Working day” or “Business Day”	means Monday to Friday other than a Public Holiday, or a day on which Tropical Cyclone Warning Signal No.8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any time during the normal business hours;
“Working Hours”	means, in relation to Cleansing Supervisor, Cleaners and Security Guards specified in Part C of Contract Schedule 2; and
“WTO GPA”	means the Agreement on Government Procurement of the World Trade Organization.

2. References to “Tenderer” or “Contractor” shall include its permitted assigns, successors-in-title, or any persons deriving title under them.
3. References to a Clause, Sub-Clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a Clause, sub-Clause, section or paragraph in or a schedule, appendix or attachment to that document.
4. Any word or expression to which a specific meaning has been attached in any part of the Tender Documents shall bear such meaning whenever it appears in the same and other parts of the Tender Documents.
5. Words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition.

6. Headings are inserted for ease of reference only and shall not affect the construction of the Tender Documents or the Contract.
7. A time of a day shall be construed as a reference to Hong Kong time.
8. References to a month mean a calendar month.
9. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.
10. All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.
11. Unless otherwise provided, all payments should be made in Hong Kong currency.
12. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.
13. All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.

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Provision of Cleansing and Security Guard Services for Agricultural Park Phase 1**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/AP/01/21, comprises the following documents:-
- (i) Tender Form;
 - (ii) Interpretation (Sheets 1 to 7);
 - (iii) PART 1 - Terms of Tender (Sheets 8 to 87);
 - (iv) PART 2 - Conditions of Contract (Sheets 88 to 120);
 - (v) PART 3 - Contract Schedules (Sheets 121 to 157);
 - (vi) PART 4 - Offer to be bound; and
 - (vii) PART 5 - MEMORANDUM OF ACCEPTANCE.
- (b) The Interpretation as provided for in Sheets 1 to 7 shall apply to the whole set of the Tender Documents and the Contract unless the context requires otherwise.

2. Invitation to Tender

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

3. 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) Tenderers must hold a valid Security Company Licence under the Security and Guarding Services Ordinance (Cap. 460). The licence shall be valid as at the Tender Closing Date.

(b) Past Convictions

(i) A Tenderer who is convicted of an offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “Relevant Offences”) is debarred from tendering this Contract for a period of 5 years 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 (“Debarment Period”):

- (1) any offence under the Employment Ordinance (Cap. 57) and/or the Employees’ Compensation Ordinance (Cap. 282), convictions in respect 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) or 38A (4) of the Immigration Ordinance (Cap. 115);
- (3) Section 89 of the Criminal Procedure Ordinance (Cap. 221) and Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to breach his condition of stay);
- (4) Section 7, 7A, 7AA, 43B (3A), 43BA (5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
- (5) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect 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).

Subject to sub-Clause (iv) below, any Tender submitted by a Tenderer who is so debarred from tendering this Contract 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 Offences 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 tender 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 Offences 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 Offences during the five-year period immediately preceding the Tender Closing Date. 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 five-year debarment period applicable to the relevant Tenderer shall stand unless and until 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 Offences 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 the Statement of Conviction in Appendix J setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of 5 years immediately preceding the Tender Closing Date. The Statement of Convictions in Appendix J shall be submitted in respect of:
- (1) The Tenderer itself;
 - (2) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and
 - (3) where applicable, its sub-contractor.

The Statement of Convictions in Appendix J shall be certified by an authorised person of the Tenderer who is duly authorised by the Tenderer to execute

contracts with the Government.

- (vi) If the Tenderer is found to have made false declaration or untruthful revelation in Statement of Convictions, the Government may without prejudice to any other rights which it has or may have, disqualify the Tenderer, or if it has been awarded the Contract, terminate the Contract immediately.
 - (vii) Notwithstanding Clause 3(b)(i) in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:
 - (1) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
 - (2) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect 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).
 - (viii) For the purposes of verification of the conviction records as stated in the statement in Clause (a) of the Appendix J , the Tenderer must consent and 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 Offences; and (ii) the relevant Government bureau/departments to release and make available to the Government Representative all documents or information in relation to such conviction.
- (c) Demerit Points
- (i) A Tenderer must not have been debarred from tendering for this Contract as at the Tender Closing Date due to its having accumulated three or more Demerit Points over a rolling period of 36 months. If a Tenderer has accumulated three Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five years from the date on which third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.
 - (ii) 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 department concerned.

(d) Conviction and Demerit Points of Sub-contractors

Sub-contracting is allowed in this Invitation to Tender and if the Tenderer proposes in its Tender that a sub-contractor be appointed to carry out any of the Services:

- (i) the Tenderer shall ensure that the sub-contractor proposed in the Tender has not been debarred due to conviction of any of the Relevant Offences in sub-clause (b) or accumulation of three or more Demerit Points in sub-clause (c) ; and
- (ii) the Tenderer shall submit as part of its tender a Sub-contractor's Acknowledgement duly signed by the proposed sub-contractor in Appendix K ,

otherwise its tender may not be considered further.

4. Wages of Workers

- (a) A Tenderer must propose the monthly wage payable to its Workers (including Cleansing Supervisor) in Appendix D. The Proposed Monthly Wage for each employee in Appendix D shall not be less than the "SMW plus rest day pay rate" on the basis of thirty-one (31) days (27 working days plus 4 paid rest days) per month and 8 hours of work per day.
- (b) The monthly wage payable by the Contractor to its Workers during the Contract Period must not be less than the higher of (i) the corresponding proposed monthly wage(s) quoted by the Contractor in Appendix D ; or (ii) the "SMW plus rest day pay rate". ^{Note A}
- (c) If the monthly wage for the Workers proposed in Appendix D is less than the "SMW plus rest day pay rate", that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than the "SMW plus rest day pay rate" for the purpose of tender evaluation.
- (d) The Government Representative may at any time before the tender exercise is completed request the Tenderer to confirm its abidance by the "SMW plus rest day pay rate". Should the Tenderer refuse to or otherwise fail to confirm such abidance, its tender will not be further considered by the Government.
- (e) If the Tenderer proposes in Appendix D the monthly wage higher than the SMW

plus rest day pay rate, 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\$37.5**) is **HK\$9,300** per month.
- (ii) 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.
- (iii) The “SMW plus rest day pay rate” on the basis of work patterns other than that in Note A (i) 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 shall be submitted in accordance with the manner stipulated in clause 6 of the Terms of Tender.
- (b) Tenders with all necessary information including documentary evidences which are necessary for tender evaluation should be submitted in TRIPLICATE.
- (c) When completing the tender, any alteration in figures or words should be effected by striking through the incorrect figures or words and inserting the correct figures or words above the original figures or words. All such amendments should be initialed by the Tenderer in ink.
- (d) Tenderers must duly complete, sign and submit the following documents together with the documentary evidence which are necessary for tender evaluation before the Tender Closing Date.
 - (i) PART 4 of the Tender Form--- OFFER TO BE BOUND
 - (ii) PART 1 - Appendix A Tenderer’s Information;

- (iii) PART 1 Appendix B Supporting Documents to be Submitted by the Tenderer;
 - (iv) PART 1 - Appendix C Price Proposal;
 - (v) PART 1 - Appendix D Wage Proposal for Workers;
 - (vi) PART 1 - Appendix E Management Plan, Work Plan, Contingency Plan and Innovative Suggestions;
 - (vii) PART 1 - Appendix F Proposed Maximum Working Hours of Workers;
 - (viii) PART 1 - Appendix G Experience of the Tenderer;
 - (ix) PART 1 - Appendix H Experience of Nominated Contract Manager;
 - (x) PART 1 - Appendix I Non-collusive Tendering Certificate;
 - (xi) PART 1 - Appendix J Statement of Convictions; and
 - (xii) PART 1 - Appendix K Sub-contractor's Acknowledgement (if applicable).
- (e) It is an essential requirement to submit a duly completed Price Proposal (Appendix C), Management Plan, Work Plan, Contingency Plan and Innovative Suggestions (Appendix E) and a duly signed OFFER TO BE BOUND form (PART 4 of the Tender Form). **Failure to submit any of these documents by the Tender Closing Date shall render the tender disqualified and the tender will not be considered further.**
- (f) 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 current business registration certificate of the Tenderer issued under the Business Registration Ordinance (Cap. 310) if the Tenderer is a sole proprietorship or partnership or the Certificate of Incorporation when the Tenderer is a company 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 authorised person or persons for and on behalf of the Tenderer (in the case of an incorporated company).
- (g) Tenderers should incorporate the following information in the Management Plan, Work Plan, Contingency Plan and Innovative Suggestions (as set out in Appendix E hereto) with the specified page limit:
- (i) Management Plan (5-10 pages excluding attachments)
 - the organisation chart for this Contract, including off-site management and supporting staff to be deployed by the Tenderer for this Contract;

- details of the professional qualification and experience of key personnel including Contract Manager proposed by the Tenderer for the Contract;
- details of mechanism setting out the monitoring and appraisal system on daily supervision of the Workers for ensuring delivery of quality service, dealing with unsatisfactory standard of performance/conduct/discipline of the Workers and preventing recurrence of sub-standard services; and
- details of the training programmes provided to staff for the performance of the Contract;

(ii) Work Plan (5-10 pages excluding attachments)

- a staff deployment plan setting out the distribution and responsibilities of all the staff members of the proposed workforce in meeting the performance requirements of the Contract ;
- daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of cleansing and security guard services;
- safety measures adopted for the performance of the Contract to ensure staff's compliance with Occupational Safety and Health Ordinance and other statutory safety regulations, which include but not limited to the operation of hydraulic platforms for working at height, handling of security incidents, carrying out operation such as access control and handling application of pesticides, weedicides, etc.;
- details of the arrangement of leave relief to cover staff on leave including the minimum qualification and experience requirement for leave relief staff; and
- details of the arrangement during transition-in and transition-out periods including implementation plan and timeline in arrangement of taking over/handing over of duties at pre-commencement and upon expiry of the Contract.

(iii) Contingency Plan

- Details of the operational strategy during contingency or emergency situations including availability of additional resources, provision of emergency contact numbers/hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice;
- a risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively including the response time to each emergency situation for handling emergency situations in

case of sudden outbreak of incidents, such as inclement weather, injury, bursting of sewage pipes, fire, epidemic illness or accident; and

- details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

(iv) Innovative Suggestions

Tenderers who intend to propose innovative suggestion(s) shall list out the suggestions in Clause (d) of Appendix E, and explain how the suggestions would:

- improve the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general (Type I); or
- bring about positive values / benefits to the Government or the public at large, though the proposed suggestions are not directly relevant to the Services (Type II).

(h) The submitted management plan, work plan, contingency plan and innovative suggestions 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.

(i) Tenderers should tick the checklist on “Important Reminders for Tenderers” attached at the front of this tender documents and ensure all the necessary documents are completed and submitted.

6. **Submission of Tenders**

(a) A two-envelope system will be adopted for this tender exercise. A Tenderer should submit its tender in two (2) envelopes clearly labeled “Price Proposal” and “Technical Proposal” on the outside -

- (i) Documents relating to the price information (i.e. the original copy and two (2) copies of Appendix C Price Proposal) (Sheets 44 to 47) should be enclosed in a sealed envelope clearly marked “Price Proposal” and “Tender for the Provision of Cleansing and Security Guard Services for Agricultural Park Phase 1 (Tender Ref.: AFCD/AP/01/21) ”; and
- (ii) Documents relating to the technical information (i.e. the original copy and two (2) copies of all other remaining information, the duly signed Offer to be

Bound, forms, schedules and documents required by this invitation of tender but without any indication on the Rates for Provision of Services) should be enclosed in another sealed envelope clearly marked “Technical Proposal” and “Tender for the Provision of Cleansing and Security Guard Services for Agricultural Park Phase 1 (Tender Ref.: AFCD/AP/01/21)”.

- (b) The tender comprising both “Price Proposal” and “Technical Proposal” should be enclosed in one single large sealed envelope addressed to the person specified in the “Lodging of the Tender Form” section and clearly marked “Tender for the Provision of Cleansing and Security Guard Services for Agricultural Park Phase 1 (Tender Ref.: AFCD/AP/01/21)” without bearing any reference to the identity of the Tender. Tender shall be deposited to the Specified Tender Box on or before the date and time stipulated in the Tender Form. **Late tenders or tenders not deposited in the Specified Tender Box will not be accepted.**
- (c) In case Tropical Cyclone Warning Signal No.8 or above is hoisted, or a Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in effect for any duration between 9:00 a.m. (time) and 12:00 noon (time) on the Tender Closing Date, the closing time of this tender will be extended to 12:00 noon (time) on the first Working Day after the Tropical Cyclone Warning Signal No.8 is lowered, or the Black Rainstorm Warning Signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force.

In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 am (time) and 12:00 noon (time) on the Tender Closing Date, the Government will announce extension of the tender closing time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

- (d) No modification to the terms (unless expressly stated otherwise in the Tender Document) set out in the Tender Document may be submitted or proposed by a Tenderer. Any modifications proposed or submitted by a Tender in contravention of this requirement will be ignored and will not be treated as part of its tender. Any appendices/annexes/attachment to the Terms of Tender and Contract Schedules issued with this invitation to tender must not be altered (unless expressly stated

otherwise) by the Tenderer.

- (e) 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.
- (f) Each Tenderer may only submit ONE tender.
- (g) The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender Submission submitted and/or deposited by Tenderers in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

7. Warranty against Collusion

- (a) The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in Clause 3 of the Non-collusive Tendering Certificate referred to in Clause 7(b) below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Appendix I) as part of its Tender.
- (c) In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Clause 7(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 7(b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

- (i) reject the Tenderer's Tender;
 - (ii) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
 - (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 20 of the Conditions of Contract.
- (d) By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government fully and effectively against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Clause 7(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 7(b) above.
- (e) A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 7(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 7(b) above may prejudice its future standing as a Government contractor or service provider.
- (f) The rights of the Government under Clauses 7(c) to 7(e) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

8. Selection of Tender

- (a) Tenderers that are submitted in accordance with these Terms of Tender and are in compliance with all the essential requirements stipulated in Clause 3 will be evaluated according to the Marking Scheme as set out in Appendix L to the Terms of Tender. Subject to Clause 9 hereof, the Tenderer whose tender with the highest combined score will normally be selected to provide the Services.
- (b) Subject to the other provisions of the Tender Documents, if two or more Tenders achieve the same highest combined score, the Government will normally award the Contract to the Tenderer whose Tender obtains the highest technical score.
- (c) Tender price will be assessed on the basis of the Total Estimated Contract Value (i.e. Total Service Charge in Section I) quoted by the Tenderer in Appendix C.

9. Basis of Acceptance and Award of Contract

- (a) Tenders will be considered on an “overall” basis. A tender with only partial offers will **NOT BE CONSIDERED** further.
- (b) The Government is not bound to accept the tender with the lowest offer or the Tender with the highest combined score or any tender or to give any reasons for doing so. The Government reserves the right to accept all or any part of any tender at any time within the Tender Validity Period.
- (c) Notwithstanding anything herein to the contrary, the Government will only award the Contract to the Tenderer who meets the following criteria –
 - (i) the Government is of opinion that the Tenderer is fully capable of undertaking the Contract;
 - (ii) its tender fulfills all the essential requirements stipulated in the Tender Documents; and
 - (iii) the Government considers that, in terms of the evaluation criteria specified in the Tender Documents, the Tender is or appears to be the most advantageous one to the Government.
- (d) The successful Tenderer will receive a Letter of Conditional Acceptance by facsimile or by mail 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.
- (e) 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 (and where applicable, its sub-contractor) not being debarred from participating in this tender exercise on the Specified Date by having obtained any conviction under the Relevant Offences under Clause 3(b)(i) of the Terms of Tender or having obtained three or more Demerit Point in Clause 3(c) 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 the successful Tenderer.
- (f) Upon receipt of the Contract Deposit, the Government will sign and furnish the successful Tenderer with the Memorandum of Acceptance contained in Part 5 of

the Tender Form G.F. 231 of these Tender Documents whereupon a binding Contract will be constituted.

- (g) 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 (e) 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.
- (h) Tenderers who do not receive any notification within the Tender Validity Period may assume that their tenders have not been accepted.

10. Prices Tendered

- (a) Tenderers should ensure that the rates or prices quoted in their tenders are accurate before submitting their bids. The Tenderer shall be bound by all prices and other proposal offered in its Tender if the Tender is accepted by the Government. Under no circumstances shall the Government be obliged to accept any request for rates or price adjustment on grounds that a mistake has been made in the rates or price quoted. In the event of any apparent arithmetical or typo mistake or inconsistency in a Tender, pursuant to Clause 12 of the Terms of Tender, the Government may, but is not obliged to, ask the Tender to clarify, or to confirm another figure to replace the original figure. Where the Tenderer's clarification is not provided or not satisfactory or the Tenderer refuse to confirm such other figure, or where the Government does not elect to seek clarification or confirmation from the Tenderer, the Government reserves the power to proceed to evaluate the Tender on an "as is" basis (i.e. in the form as originally submitted prior to the Tender Closing Time) or disqualify the Tenderer on ground that it has provided erratic or inconsistent proposals or quotations for proper evaluation.
- (b) All rates or 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 price allowing all trade and cash discounts. The prices shall cover all expenses incidental to the due and proper performance of

the Contract by the Contractor. No request for price variation will be considered. Rates or prices quoted in other currencies will render the Tender invalid. Under no circumstances will the Government compensate the Contractor for any loss incurred in the fluctuation of the currency in which the prices are quoted.

- (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 such Tenderer 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 shall pay the Contract Deposit either in cash or in the form of a banker's guarantee. Each Tenderer should state clearly in Annex A of the Terms of Tender 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 in 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 shall deposit with the Government via the Head of the Procuring Department, within twenty-one (21) days from the date of the Tender Acceptance, a Contract Deposit of an amount equivalent to two percent (2%) of the Total Estimated Contract Value.
- (c) If the Total Estimated Contract Value payable by the Government to the successful Tenderer exceeds HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government via the Head of the Procuring Department, within twenty-one (21) days from the date of the Tender Acceptance, an amount equivalent to:
 - (i) two percent (2%) (if it passes the financial vetting); or
 - (ii) five percent (5%) (after it fails the financial vetting)as the case may be of the Total Estimated Contract Value.
- (d) If the successful Tenderer elects to pay the Contract Deposit by way of a banker's

guarantee, the proposed guarantor and the form and substance of the banker's guarantee must be subject to the acceptance of the Government. Without prejudice to the generality of the foregoing, the banker's guarantee must comply with the following:

- (i) it must be issued by a bank that holds a valid banking licence issued under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;
 - (ii) unless otherwise agreed by the Government, it must be on the terms set out at Annex A of the Terms of Tender; and
 - (iii) the banker's guarantee shall 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.
- (e) The Contract Deposit, whether paid by way of cash (if any is remaining) or banker's guarantee, shall be returned to the Contractor or released in accordance with Clause 19 of the Conditions of Contract.
- (f) If the successful Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in sub-clause (b) or (c) 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 or a document or a piece of information, other than those specified in Clause 5(d) of the Terms of Tender, is missing from any Tender, it may, but not obliged to, request the Tenderer concerned to make the necessary clarification or submit the required document or further information relating to its tender. Each Tenderer shall thereafter within five (5) working days from the date of the Government's request or within such other period as specified in the request submit such clarification, document or information. Tenders may not be considered further if the requested item is not provided as required by the deadline specified in the request.

13. Tender to Remain Open

- (a) Tenders shall remain valid and open for acceptance by the Government not less than one hundred and eighty (180) days after the Tender Closing Date or the Extended Tender Closing Date, as the case may be (“Tender Validity Period”). **Without prejudice to other rights and claims of the Government, where a Tenderer rejects this Tender Validity Period or counter-proposals a shorter validity period, its Tender will not be considered further.**
- (b) If a Tenderer withdraws its tender before expiry of the Tender Validity Period, without prejudice to other rights and claims of the Government, due notice will be taken of the Tenderer’s action which may prejudice its future standing as a Government contractor.

14. Offer to be Bound

- (a) All parts of the Tender Documents 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 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 may be destroyed thereafter.

16. Complaints about Tendering Process or Contract Award

- (a) The tendering process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Tenderer who feels that its Tender has not been fairly evaluated may write to the Director of Agriculture, Fisheries and Conservation Department who will personally examine the complaint and refer it to the approving authority or relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within three (3) months after the award of Contract.

- (b) This Invitation to Tender is covered by the Agreement on Government Procurement of the World Trade Organization (“WTO GPA”) and the provisions of the WTO GPA will apply to those tender.
- (c) 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 Tenderers 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 ten (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 will not be prejudicial to the corrective measures that may be obtained by the Tenderer 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 thirty (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 and the disclosure pursuant to Clause 21 of the Terms of 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.

- (c) An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- (d) Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the AFCD.

19. Warning against Bribery

- (a) The offer of an advantage to any public 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 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 and not to consider a Tenderer's Tender further 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, or any other Tenderer, particulars of the Services provided or to be provided by the successful Tenderer, the date of award of the Contract, the engagement by the Government of the successful Tenderer under the Contract and the name and address of the successful Tenderer and the Total Estimated Contract Value and any other fees, cost and expense payable to the successful Tenderer pursuant to the Contract.
- (b) Nothing in sub-clause (a) shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in sub-clause (a) above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):
- (i) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (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, a request made by the Review Body mentioned in Clause 16 of the Terms of Tender, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
 - (v) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
 - (vi) without prejudice to the power of the Government under sub-clause (a) above, to the extent the information relates to or concerns a Tenderer, with the prior written consent of that Tenderer.

22. Contractor's Performance Monitoring

If a Tenderer is awarded the Contract, its subsequent performance under the Contract will be monitored and may be taken into account when its future offers for other tenders or

quotation exercises are evaluated.

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 Tenderer shall submit its tender at its own cost and expense. The Government shall not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its tender and the doing of all acts required for the purpose of this Invitation to 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 reference sites and equipment to the Government Representative during the site visits, whether before, on or after the Tender Closing Date.

24. Environmental Friendly Measures

The following environment-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 80 gsm 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 space in the margins and in between the paragraphs should be avoided.

25. Tenderer's Enquiries

- (a) Any enquiries from the Tenderer concerning the Tender Documents up to the date of lodging its Tender with the Government shall be made in writing no later than five (5) working days before the Tender Closing Date and be addressed to:

Mr. YIU Ka-lun
Farm Management Supervisor
Agri-Park and Land Division
Agriculture, Fisheries and Conservation Department
5/F, Cheung Sha Wan Government Offices,
303 Cheung Sha Wan Road, Kowloon, Hong Kong
(Fax no.: 2736 5393) (Email: ka_lun_yiu@afcd.gov.hk)

- (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 shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderers thereto shall be made in writing or formally documented in writing.
- (c) Unless otherwise expressly stated by the Government in writing, any statement made and any action taken by any Government officer (whether oral or written) in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Tenderer or potential Tenderer to rely on such statement. No such statement shall form part of the Tender Documents or alter, negate, constitute a waiver of any provision of the Tender Documents.

26. Tenderer's Commitment

All tenders, proposals, information and responses from a Tenderer must be submitted in writing. Each of them shall be the representation of the Tenderer and will, if accepted by the Government, be incorporated into and made part of the Contract 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 are strongly recommended to deploy staff at supervisory level to attend a Tender Briefing on **29 June 2021 (Tuesday) at 2:30 pm** at Cheung Sha Wan

Government Offices. Tenderers who would like to attend the briefing session should complete the reply slip attached at **Appendix M** to the Terms of Tender and send back to Farm Management Supervisor (FMS/AP2) to register (either via email: ka_lun_yiu@afcd.gov.hk or fax (852) 2736 5393) on or before **25 June 2021**. Each Tenderer may nominate not more than two representatives to attend the tender briefing session.

In case Black Rainstorm Warning Signal is in force or Tropical Cyclone Warning Signal No.8 or above is in effect for any duration two (2) hours before the scheduled time for the briefing session, the briefing session scheduled on that day will be cancelled and unless otherwise announced, the briefing session will be held **on 6 July 2021 (Tuesday)** at the same location and time.

28. Tender Addenda

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

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 exercise 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.

30. Communication with the Government

- (a) Without prejudice to the requirements set out in Clause 9 of the Terms of Tender concerning notification of acceptance of Tender, all communications given or made

by the Government or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other Party in the manner provided in Clause 29 of the Conditions of Contract at the address, facsimile number or email address specified in the Appendix A, save that in the case of lodging any enquiries under Clause 25(a) of the Terms of Tender, the Tenderer shall lodge such enquiries by facsimile or by email only. The Tenderer shall complete its postal address, facsimile number and email address in the Appendix A to the Terms of Tender and should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.

- (b) All communications in relation to the Invitation to Tender shall be conducted directly between the Government and the Tenderer unless the Government elects to contact any proposed sub-contractor or customer or client of the Tenderer directly.

31. Negotiation

The Government reserves the right to negotiate with any Tenderer in relation to the Tenderer's Tender and/or the Contract.

32. Government Discretion

- (a) Notwithstanding anything to the contrary in this Tender Documents, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:
 - (i) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer or a related person of the Tenderer;
 - (ii) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
 - (iii) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that anything(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringes any Intellectual Property Rights or any other rights of any person ("IPR infringement") (and in the case of any claim or allegation, it was made any time during a period of seven (7) years

- preceding the Tender Closing Date and up to the time of Contract award); or
- (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Tenderer or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award;
- (iv) any time during the thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer or a related person of the Tenderer (as defined in Clauses 32(f) and 32(g) below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficiency(ies) in the performance of any requirement or obligation under any other Government contract regardless of the procurement department of such other Government contract, regardless of whether the default(s) or deficiency(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficiency(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficiency(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficiency(ies) has been remedied (“Contract Default(s)”); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender;
- (v) (i) the Tenderer; or (ii) a related person of the Tenderer; or (iii) a director or management staff of the Tenderer or those of the related person of the Tenderer, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of Contract award;
- (vi) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award that adversely reflect on the commercial

integrity of the Tenderer or a related person of the Tenderer or a director or management staff of the Tenderer or those of the related person of the Tenderer; professional misconduct includes any breach of the Good Industry Practice; or

- (vii) any failure of the Tenderer to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award.

The grounds specified in Clause (a)(i) to (a)(vii) above are separate and independent, and shall not be limited by reference to or inference from the other of them.

- (b) For the purposes of Clause 32(a) above, each Tenderer shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification), including but not limited to the following:

- (i) details of any petition or proceeding mentioned in Clause 32(a)(i) above;
- (ii) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Clause 32(a)(iii) above;
- (iii) details of all Contract Defaults as mentioned in Clause 32(a)(iv) above;
- (iv) details of conviction as mentioned in Clause 32(a)(v) above in Hong Kong or any overseas jurisdiction;
- (v) details of any professional misconduct or act or omission as mentioned in Clause 32(a)(vi) above; and
- (vi) details of any failure to pay taxes as mentioned in Clause 32(a)(vii) above.

If none of the events as mentioned in Clauses 32(a)(i) to 32(a)(vii) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Clause 32(c) below. The information provided by the Tenderer is not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to

whether or not such Contract Default has occurred.

- (c) In addition to the information mentioned in Clause 32(b) above, the Government reserves the right (but not obligation) to request from a Tenderer or a related person of the Tenderer or director or management staff of the Tenderer or those of the related person of the Tenderer or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Clause 32(a) above.
- (d) If the Tenderer fails to comply with the request made by the Government pursuant to Clause 32(c) above within such time as required by the Government, or has otherwise submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Clause 32(a)(ii) above.
- (e) In providing the information required under Clauses 32(b) and 32(c) above, the Tenderer may show cause to satisfy the Government that in relation to any of the events as mentioned in Clause 32(a) above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.
- (f) If the Tenderer is a company, the expression "related person" of the Tenderer includes any one of the following:
 - (i) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer ("majority shareholder");
 - (ii) a holding company or a subsidiary of the Tenderer;
 - (iii) a holding company or a subsidiary of a majority shareholder (being a company) of the Tenderer; or
 - (iv) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.The expressions "holding company" and "subsidiary" have the meanings given to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
- (g) If the Tenderer is a sole proprietor or partnership, the expression "related person" includes any one of the following:
 - (i) any partner of the Tenderer (if it is a partnership);
 - (ii) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing

such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or

- (iii) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

- (h) References to related persons of the Tenderer, directors and management staff of the Tenderer or those of a related person in any of the applicable sub-paragraph of Clause 32(a) above include persons who were in such capacity at such time of the event referred to in that sub-paragraph.

33. **Counter-proposal**

Any counter-proposal 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.

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

Appendix A**Tenderer's Information***<To be inserted into "Technical Proposal" Envelope>***Table A - Information and documents required**

(a)	Name of Tenderer (in English and Chinese)	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Telephone number	
(d)	Facsimile number	
(e)	Email address	
(f)	Type of business entity of the Tenderer	company / sole proprietorship / partnership / statutory corporation / others* (*Please delete whichever is not applicable.)
(g)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(h)	Length of business experience	
(i)	Names of the following: (i) managing director and other directors; (ii) partners; or (iii) sole proprietor	

(j)	Place and date of incorporation or formation	
(k)	Business profile information of the Tenderer including the number and location of full time / contract employees, core business strategies and strength, and industry expertise	
(l)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(m)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer	Please attach if applicable.
(n)	(If the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.

(o)	A Copy of the licence within the meaning of the Security and Guarding Services Ordinance (Cap. 460)	Please attach if applicable.
(p)	Tenderer's Accreditation of ISO 9001 and/ or ISO 14001 and/ or OHSAS 18001 or ISO 45001 Standard	<p>Please put a tick ("√") in the following box(es) if a Tenderer has been accredited with the relevant ISO/OHSAS certifications:</p> <p><input type="checkbox"/> ISO 9001</p> <p><input type="checkbox"/> ISO 14001</p> <p><input type="checkbox"/> OHSAS 18001 / ISO 45001</p> <p>(Please attach documentary proof if applicable.)</p>
(q)	(If the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(r)	<p>Employee's Compensation Insurance Policy</p> <p>Name of insurer:</p> <p>Policy no.:</p> <p>Expiry date:</p>	

(s)	A certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering) the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be)	Please attach if applicable.
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Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Table B – Information required under Clause 32 of the Terms of Tender

* (a) I/We confirm that none of the events as mentioned in Clauses 32(a)(i) to 32(a)(vii) of the Terms of Tender has ever occurred.

* (b) I/We confirm that the following event(s) as mentioned in Clauses 32(a)(i) to 32(a)(vii) of the Terms of Tender has occurred:

Date	Details of the Event

Note: * Please delete whichever is not applicable.

Table C – Other information which is required to be provided or disclosed in this Schedule (if any) or otherwise any information which the Tenderer wishes to provide

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix B**Supporting Documents to be Submitted by the Tenderer**

(Please refer to Appendix A and Appendix L of the Terms of Tender and Contract Schedule 2)

< To be inserted into "Technical Proposal" Envelope >

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) and any other corporate documents evidencing business status.
- ☐ Copy of the licence within the meaning of the Security and Guarding Services Ordinance (Cap. 460).

Requirements of Experience and Qualification

- ☐ Copy of Documentary evidence of (i) my/our relevant experience in the provision of cleansing and security services during the ten 10 years immediately preceding the Tender Closing Date and (ii) experience and qualifications of Contract Manager.
- ☐ Copy of Certificate of ISO9001, ISO 14001 and OHSAS 18001 or ISO 45001 Accreditation (if any).

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 and security guard 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 Schedule 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.

(Please indicate by ☒ as appropriate)

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix C

Price Proposal

< *To be inserted into "Price Proposal" Envelope* >
(Rates of Charges for the Provision of the Services)

Section I - Monthly Rate

(a). Monthly Rate for the provision of Cleansing Service for Agri-Park Phase 1

Provision of 24-month Cleansing Services to Agri-Park Phase 1 from 1 December 2021 to 30 November 2023 in accordance with the Service Specifications as detailed in Contract Schedule 2 and on such terms as set out in the Terms of Tender and the Conditions of Contract.					
	Period	No. of Months (Month) (x)	Items	Monthly Rate (HK\$) (y)	Total Amount (HK\$) (x) x (y)
(i)	Stage 1 (1 Dec 2021 – 30 Nov 2022)	12	(1) Staff Costs		
			(2) Cost of Cleansing Materials, Tools, Equipment and others		
Sub-total of (a)(i):					
(ii)	Stage 2 (1 Dec 2022 – 30 Nov 2023)	12	(1) Staff Costs		
			(2) Cost of Cleansing Materials, Tools, Equipment and others		
Sub-total of (a)(ii):					
Total Estimated Value of Cleansing Services (a) = (a)(i)+(a)(ii):					(a)

Notes:

The price quoted shall take into account all costs and expenses required for rendering the Services under the Contract, including but not limited to the cost of the Cleaners (including the Cleansing Supervisor) to be stationed at the Venue, cleansing materials and cost of cleansing and supporting equipment, and tools required to be provided under the Contract and the Municipal Solid Waste Charging, if applicable.

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

(b). Monthly Rate for the provision of Security Guard Services for Agri-Park Phase 1

Provision of 24-month Security Guard Services for Agri-Park Phase 1 from 1 December 2021 to 30 November 2023 in accordance with the Service Specifications in Contract Schedule 2 and on such terms as set out in the Terms of Tender and the Conditions of Contract.					
	Services Description	No. of Security Guard per shift	No. of Months (Month) (x)	Monthly Rate (HK\$) (y)	Total Amount (HK\$) (x) x (y)
(i)	<u>Shift A</u> Security Guard from 18:30 - 06:30 of the following day (for Monday to Sunday including Public Holiday)	1	24		(b)(i)
(ii)	<u>Shift B</u> Security Guard from 06:30 – 18:30 (for Saturday, Sunday and Public Holiday)	1	24		(b)(ii)
Total Estimated Value of Security Guard Services (b) = (b)(i)+(b)(ii):					(b)

Notes:

1. Acceptance of offers will be on the OVERALL basis. Partial or incomplete offer will not be considered.
2. The Contractor shall be responsible for all costs and expenses 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. Tenderers should take this into account when offering the unit rates.
3. The quoted price shall be included of the staff cost, MPF Contribution, administration fee, supervisory charge, and any other cost incurred throughout the contract period.
4. The Statutory Minimum Wage rate will be revised according to the Minimum Wage Ordinance (Cap.608). Contractors should take into account this factor when quoting your offered price for the service.
5. When quoting for the Monthly Rate, Tenderers must consider and take into account the number of Cleaners and Security Guards required as stated in **Section I** hereof and the Service Specifications as detailed in Contract Schedule 2.

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

(c). Rates for provision of Special Cleansing Services for Irrigation System in Agri-Park
Phase 1

Provision of Special Cleansing Services in Stage 2 in accordance with the Service Specifications in Contract Schedule 2 and on such terms as set out in the Terms of Tender and the Conditions of Contract.				
	Services Description	Estimated requirement (x)	Unit Rate (HK\$) (y)	Total Amount (HK\$) (x) x (y)
(i)	Special Cleansing Services provided by Team A	2 times		(c)(i)
(ii)	Special Cleansing Services by Team B	4 times		(c)(ii)
Total Estimated Value of Special Cleansing Services (c) = (c)(i) + (c)(ii)				(c)

Remarks: Payment for special cleansing services above will be settled after completion of the cleansing works each time but not be broken down on a monthly basis.

(d). Total Service Charge

	Total Amount of Cleansing and Security Guard Services for 24 months (HK\$)
Total Estimated Contract Value = (a) + (b) + (c):	

Remarks: The total estimated contract value above shall be inclusive of all costs and expenses required for the provision of Cleansing and Security Guard Services under the Contract, including but not limited to the equipment, materials and tools referred in Clause 30 of the Conditions of Contract. The Government shall under no circumstance be held liable for any payment to the Contractor regarding Cleansing and Security Guard Services other than the rates quoted above.

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

Section II – Rates for Additional Manpower and Services

The Government reserves the right to require the successful Tenderer to provide additional Workers and services than the number required in Contract Schedule 2 as and when required. The Tenderer shall agree to supply additional Workers and services in accordance with the rate quoted below. The rate quoted below should not form part of price assessment and the Government has the absolute discretion whether to exercise its right to demand for the additional Workers and services. The rate quoted however should be binding to the Tenderer if the Contract is awarded to the Tenderer and the Government exercises its right to demand the additional services.

Description	Unit	Unit Rate* (HK\$)
A Cleansing Supervisor	Per Hour	
A Cleaner	Per Hour	
A Security Guard	Per Hour	
A Plumber	Per Hour	

Notes:

*The unit rates will be used for calculation of payment for the addition or reduction of manpower and services under Clause 2 of the Conditions of Contract.

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix D**Wage Proposal for Workers****<To be inserted into “Technical Proposal” Envelope>**

(Please refer to Clause 4 of the Terms of Tender and Part C of Contract Schedule 2)

Tenderers must propose to pay its Cleansing Supervisor, Cleaners and Security Guards who will be deployed to provide Services the following monthly wages: -.

Type of Worker	Proposed Monthly Wage	Basis of calculation
Cleansing Supervisor	HK\$_____	[Hourly rate of HK\$_____] On the basis of _____days per month, _____normal days per week, _____hours a day
Cleaners	HK\$_____	[Hourly rate of HK\$_____] On the basis of _____days per month, _____normal days per week, _____hours a day
Security Guards	HK\$_____	[Hourly rate of HK\$_____] On the basis of _____days per month, _____normal days per week, _____hours a day

Note 1 It is an essential contractual requirement of the Contract that the Contractor must pay each Cleansing Supervisor, each Cleaner and each Security Guard not be less than the monthly wage of HK\$9,300 derived from the Statutory Minimum Wage (SMW) 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) hours of work per day (hereinafter referred to as “**the monthly wage rate of SMW plus paid rest days**”). Tenderers must allow one paid rest day for every period of seven days.

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

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix D**Wage Proposal for Workers****<To be inserted into "Technical Proposal" Envelope>**

Note 3 All Cleaners and Cleansing Supervisors shall not work for more than nine (9) hours in any twenty-four (24) hours period unless with the prior written consent of the Government Representatives.

Note 4 All Guards shall not work for more than twelve (12) hours in any twenty-four (24) hours period unless with the prior written consent of the Government Representatives.

Note 5 The monthly wage payable to each Cleansing Supervisor, Cleaner and Security Guard 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 6 If the monthly wage proposed by a Tenderer for the Cleansing Supervisor, Cleaners and Security Guards 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 7 Only one wage per month per staff should be filled in the table. If more than one wage provided in the table, the lowest one will be adopted for tender evaluation and deemed to be a committed monthly wage of the Workers.

Note 8 The Statutory Minimum Wage is HK\$37.5 with effect from 1 May 2019. The following links have details:
<https://www.info.gov.hk/gia/general/201905/01/P2019042900613.htm>.

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix E

Management Plan, Work Plan, Contingency Plan and Innovative Suggestions

<To be inserted into “Technical Proposal” Envelope>

(Please refer to Clause 5(g) of the Terms of Tender)

(a) Management Plan

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

Appendix E

Management Plan, Work Plan, Contingency Plan and Innovative Suggestions

<To be inserted into "Technical Proposal" Envelope>

(Please refer to Clause 5(g) of the Terms of Tender)

(b) Work Plan

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

Appendix E

Management Plan, Work Plan, Contingency Plan and Innovative Suggestions

<To be inserted into "Technical Proposal" Envelope>

(Please refer to Clause 5(g) of the Terms of Tender)

(c) Contingency Plan

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

Appendix E

Management Plan, Work Plan, Contingency Plan and Innovative Suggestions

<To be inserted into "Technical Proposal" Envelope>

(Please refer to Note 5 and Note 6 of the Appendix L)

(d) Innovative Suggestions

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

Appendix F

Proposed Maximum Working Hours of Workers

<To be inserted into "Technical Proposal" Envelope>

(Please refer to Note 11 of Appendix L)

Proposed maximum working hours

- (a) Proposed daily maximum working hours for all Cleaners and Cleansing Supervisor are _____ **hours** excluding meal break.
- (b) Proposed daily maximum working hours for all Security Guards are _____ **hours** excluding meal break.

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

Appendix G**Experience of the Tenderer****< To be inserted into "Technical Proposal" Envelope >**

(for evaluation under item 5 of the Assessment Criteria in the Marking Scheme at Appendix L)

Assessment on a Tenderer's experience as stipulated in Marking Scheme for Tender Evaluation will be solely based on information on the Tenderer's past experience as stated **by the Tenderer in its tender with experience in the provision of cleansing and security guard services during the ten (10) years immediately prior to the original Tender Closing Date.** In this connection, Tenderer must provide with its tender information on its past experience in the provision of cleansing and security guard services on the number of years of relevant experience. Documentary proof, e.g. copy of contract, client reference letter, etc. showing the contract description, the contract commencement and completion dates, the contract value and the scopes of services must be provided by the Tenderer to substantiate the past experience claimed in the tender. Any experience claimed with no evidence provided will be disregarded. (*Client Name, Contract Period, Place of Business, Area Served, Description of Business*)

Client Name	Contract Period	Place of Business	Area Served	Description of Business

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix H**Experience of Nominated Contract Manager****< To be inserted into “Technical Proposal” Envelope >**

Tenderers are required to provide the following information on Nominated Contract Manager: -

Name in Chinese:	
Name in English:	
HKID No.:	

Working Experience: i.e. experience at managerial level in management of contracts for combined services	Name of employer	Position	Date (DD/MM/YYYY)		Duration
			From	To	

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix H

Experience of Nominated Contract Manager
< To be inserted into "Technical Proposal" Envelope >

Education	Schools, Colleges, Universities, etc. Attended/Attending	Class/ Programmes Attended/Attending and Qualification	Mode of Attendance (e.g. Full-time/ Part-time on Campus, Distance Learning etc.)	Date (DD/MM/YYYY)	
				From	To

Note:

Documentary proof is required to be provided for substantiation on the claim of working experience and qualifications.

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix I**Non-collusive Tendering Certificate**

< To be inserted into “Technical Proposal” Envelope >

To: Director of Agriculture, Fisheries and Conservation

Dear Sir/ Madam,

Non-collusive Tendering Certificate

1. I/We, (name of the Tenderer)_____ of
(address(es) of the Tenderer(s))_____

refer to the Government’s invitation to tender for the Contract (“Invitation to Tender”) and my/our Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) an intention or decision to submit, or not submit, any Tender;
 - (iv) an intention or decision to withdraw any Tender;
 - (v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
 - (vi) the quality, quantity, specifications or delivery Particulars of the products or services to which the Invitation to Tender relates; and
 - (vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

Appendix I**Non-collusive Tendering Certificate**

< To be inserted into "Technical Proposal" Envelope >

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture Partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that Particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that Particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Appendix I

Non-collusive Tendering Certificate
< To be inserted into “Technical Proposal” Envelope >

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 7(a) of the Terms of Tender, the Government may exercise any of the rights under Clause 7(c) to 7(e) of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Authorised Signature : _____

Name of Person Authorised to Sign
(in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Tel No: _____ Fax No: _____ Date: _____

Appendix J**Statement of Convictions****< To be inserted into "Technical Proposal" Envelope >**

(Please refer to Clause 3(b) to the Terms of Tender)

- (a) A Tenderer hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Clause 3(b) of the Terms of Tender) for a period of 5 years immediately preceding the Tender Closing Date:
- (i) the Tenderer itself;
 - (ii) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and
 - (iii) where applicable, its sub-contractor.

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)

This Statement of Convictions shall be certified by an authorised person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government.

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

Appendix J**Statement of Convictions**

< To be inserted into "Technical Proposal" Envelope >

(Please refer to Clause 3(b) to the Terms of Tender)

- (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 20 of the Conditions of Contract if I am/we are awarded the contract.
- (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 conviction records in respect of the Relevant Offences 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.

Authorised Signature : _____

Name of Person Authorised to Sign : _____
(in Block Letters)

Name of Tenderer in English : _____
(in Block Letters)

Tel No: _____ Fax No: _____ Date: _____

Appendix K**Sub-contractor's Acknowledgement****< To be inserted into "Technical Proposal" Envelope >**

(Please refer to Clause 3(d)(ii) of the Terms of Tender)

The sub-contractor proposed by the Tenderer hereby acknowledges that:

- (a) if it is in breach of any contractual obligations referred to in the definition of "Demerit Point" during its performance of the Contract, the Government is entitled to issue a default notice attracting a Demerit Point to each of the Contractor and the sub-contractor;
- (b) if it is convicted of any of the Relevant Offences arising from this Contract or has accumulated three or more Demerit Points arising from this Contract over a rolling period of 36 months, the Government may terminate the Contract immediately; and
- (c) its conviction(s) of the Relevant Offences (regardless of whether the conviction(s) arise(s) from this Contract) and the Demerit Point(s) awarded to it will be taken into account into the assessment of its offer in future tender or quotation exercises.

Authorised Signature : _____
 Name of Person Authorised to Sign
 (in Block Letters) : _____
 Name of Sub-Contractor in English
 (in Block Letters) : _____
 Tel No: _____ Fax No: _____ Date: _____

Appendix L**Marking Scheme for Tender Evaluation Procedures, Criteria and Marking Scheme****Provision of Cleansing and Security Guard Services for Agricultural Park Phase 1****1. Marking Scheme for Tender Evaluation**

The Government will use a Marking Scheme in assessing the tenders. The weighted technical score will carry a weighting of 60% as against a weighting of 40% for weighted price score. Tenderers failing to obtain the passing mark in criteria 1-3 will not be considered further. Upon completion of the technical assessment, the price information will be evaluated. Tender with the highest combined score will normally be recommended for acceptance. If two or more Tenders achieve the same highest combined technical and price score, the Government will normally award the Contract to the Tenderer whose Tender obtains the highest technical score.

2. Stage 1 – Completeness Check on the Tender Offers Submitted

All tenders received will be checked on whether all the documents and information required in Clause 5(d) in the Terms of Tender have been submitted. Failure to submit any of the following documents **on or before the Tender Closing Date will render a tender invalid and will not be considered further:**

- (a) Duly signed PART 4 – OFFER TO BE BOUND of the Tender Form;
- (b) Appendix C Price Proposal (with price information duly completed); and
- (c) Appendix E Management Plan, Work Plan, Contingency Plan and Innovative Suggestions

3. Stage 2 – Compliance with Essential Requirements

A tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements as set out in Clause 3 of the Terms of Tender. **A tender which fails to meet any of the essential requirements set out in Clause 3 of the Terms of Tender will not be considered further.**

4. **Stage 3 – Technical Assessment (60% of Overall Assessment)**

Those offers meeting the essential requirements will be assessed according to the following assessment criteria:

Assessment Criteria		Max. Marks	Passing Marks	Unit Marks (M)	Standard Score (S) (See Remark 1)						Marks Scored (MxS)	Remarks/ Basis of Assessment
					5	4	3	2	1	0		
	(I) Technical Attributes											
	Section A – Execution Plan											
1.	Work Plan	20	4	4								See Note 1 and Note 4
2.	Management Plan	15	3	3								See Note 2 and Note 4
3.	Contingency Plan	10	2	2								See Note 3 and Note 4
4.	Innovative suggestions											
	(a) Type I – directly relevant to the Services	8		4								See Note 5
	(b)Type II – not directly relevant to the Services but can bring positive values or benefits to Government or the public	4		2								See Note 6
	Sub-total for (A)	57									--	
	Section B – Experience, Qualification or Certification											
5	Experience of Tenderer	8		2								See Note 7
6	Qualification and experience of Contract Manager(s)	3		1								See Note 8
7	Valid and relevant ISO and/ or OHSAS certifications	3		1								See Note 9
	Sub-total for (B)	14									--	
	Section C - Labour Benefits											
8	Proposed monthly wages for Cleaners and Security Guards for this Contract	25		N.A.								See Note 10
9	Proposed daily maximum working hours for Cleaners and Security Guards for this Contract	4		4								See Note 11
	Sub-total for (C)	29									--	
	Total Technical Mark	100									--	

Remarks:

1. A Tenderer's proposal, experience and qualification will be rated as follows:
For Assessment Criteria (1), (2) and (3)
 Standard score of 5, 4, 3, 2, 1 or 0 will be awarded.

For Assessment Criteria (4a) and (4b)
 Standard score of 2, 1 or 0 will be awarded.

For Assessment Criterion (5)
 Standard score of 4, 3, 2, 1 or 0 will be awarded.

For Assessment Criteria (6) and (7)
 Standard score of 3, 2, 1 or 0 will be awarded.

For Assessment Criterion (8)
 See Note 10 below.

For Assessment Criterion (9)
 Standard score of 1 or 0 will be awarded.
2. The maximum total technical marks are 100 and divided into NINE criteria. There is no overall passing mark for the total marks scored in the Technical Assessment. Passing marks of 4, 3 and 2 are set for Assessment Criteria 1, 2 and 3 respectively, which are 20% of the maximum mark of the respective Assessment Criteria. **Tenders that do not attain any of the above said passing marks for Assessment Criterion 1, 2 or 3 will not be considered further.**
3. The submission for Section A Execution Plan, excluding related annexes and documentary proof, **shall not be more than [100] pages in A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit and/or complying with the specified requirements on margin and/or font size will be considered in the tender evaluation but marks will be deducted from the total technical marks as follows:

Each excessive page	0.5 marks per page (subject to a maximum of 5 marks)
Non-compliance with the margin requirement	0.5 marks
Non-compliance with the font size requirement	0.5 marks

4. A tender which has passed Stage 3 assessment shall be considered as a “confirming tender”. A maximum weighted technical score of 60 will be allocated to the confirming tenderer with the highest marks, while the weighted technical score for other confirming tenderers will be calculated by the following formula-

$$\text{Weighted Technical Score} = 60 \times \frac{\text{Total technical mark of the confirming tender being assessed}}{\text{The highest total technical mark among the confirming tenders}}$$

[Note: The weighted technical score of each tender will be rounded to the nearest 2 decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.

Example of calculating the weighted technical score and the rounding arrangements are given as follows:

Assuming there are three (3) Tenderers who have obtained the passing mark in criteria (1), (2) and (3) of the technical assessment:

Tenderer A gains the highest total technical mark of 80;

Tenderer B gains a total technical mark of 65;

Tenderer C gains a total technical mark of 50.

The weighted technical scores of the three (3) Tenderers are:

Tenderer A = $60 \times 80/80 = 60$

Tenderer B = $60 \times 65/80 = 48.75$

Tenderer C = $60 \times 50/80 = 37.5$

5. Tenderers are required to provide documentary proof under Appendix G to substantiate the claim of relevant experience in provision of such services obtained by the Tenderer either upon submission of its tender or upon request by the Government under Clause 14 of the Terms of Tender. A Tenderer who fails to have provided such documentary proof or years of experience exceeding the essential requirement either upon submission of tender or upon request within the time specified by the Government will render such experience not counted during Stage 3 Evaluation.

Explanatory Notes for Stage 3 --- Technical Assessment**Note 1 For Assessment for Criterion (1) – Work Plan**

The Work Plan shall cover the following items:

- (a) a staff deployment plan setting out the distribution and responsibilities of all the staff members of the proposed workforce in meeting the performance requirements of the Contract ;
- (b) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of cleansing and security guard services;
- (c) safety measures adopted for the performance of the Contract to ensure staff's compliance with Occupational Safety and Health Ordinance and other statutory safety regulations, which include but not limited to the handling of security incidents and carrying out operation such as access control;
- (d) details of the arrangement of leave relief to cover staff on leave including the minimum qualification and experience requirement for leave relief staff; and
- (e) details of the arrangement during transition-in and transition-out periods including implementation plan and timeline in arrangement of taking over/handing over of duties at pre-commencement and upon expiry of the Contract.

Note 2 For Assessment Criterion (2) – Management Plan

The Management Plan shall cover the following items:

- (a) the organisation chart for this Contract, including off-site management and supporting staff to be deployed by the Tenderer for this Contract;
- (b) details of the professional qualification and experience of key personnel including Contract Manager proposed by the Tenderer for the Contract;
- (c) details of mechanism setting out the monitoring and appraisal system on daily supervision of the Workers for ensuring delivery of quality service, dealing with unsatisfactory standard of performance/conduct/discipline of the Workers and preventing recurrence of sub-standard services; and
- (d) details of the training programmes provided to staff for the performance of the Contract.

Note 3 For Assessment Criterion (3) – Contingency Plan

The Contingency Plan shall cover the following items:

- (a) details of the operational strategy during contingency or emergency situations including availability of additional resources, provision of emergency contact numbers/hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice;
- (b) a risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively including the response time to each emergency situation for handling emergency situations in case of sudden outbreak of incidents, such as inclement weather, injury, bursting of sewage pipes, fire, epidemic illness or accident; and
- (c) details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

Note 4 For Assessment Criteria (1) to (3)

- (a) Standard Scores will be given to Assessment Criteria (1) to (3) in accordance with the following approach –
 - 5 - Proposed plan is **practical** with **detailed information** on **all** items as well as **proposals** that could effectively **enhance/ improve the quality/ performance of the Services** on **over half** of items of respective plans as required Notes 1 to 3 above.
 - 4 - Proposed plan is **practical** with **detailed information** on **all** items as well as a **proposal** that could effectively **enhance/ improve the quality/ performance of the Services** on **one** of the items of respective plans as required in Notes 1 to 3 above.
 - 3 - Proposed plan is **practical** with **detailed information** on **all items** of respective plans required in Notes 1 to 3 above.
 - 2 - Proposed plan is **practical** with **detailed information** on **over half** of the items and brief information covering the remaining items of respective plans as required in Notes 1 to 3 above.
 - 1 - Proposed plan is **practical** with **brief explanation** on **all** items of respective plans as required in Notes 1 to 3 above.
 - 0 - Proposed plan is **impractical** or **fails** to provide information on **any** of the items of respective plans as required in Notes 1 to 3 above.
- (b) The meaning of “over half” of the items of the respective plan are as below –

	Work Plan	Management Plan	Contingency Plan
Over half	4	3	2

- (c) For the avoidance of doubt, “proposals that could effectively enhance/ improve the quality/ performance of the Services” to be assessed under Assessment Criteria (1) to (3) will normally not alter the existing or conventional mode of service delivery, e.g. shortening the response time when the level of cleanliness fails to meet the requirements set out in the contract/ increasing the percentage of time meeting the level of cleanliness required in the contract. “Innovative suggestions” to be assessed under Assessment Criteria (4a) to (4b) are suggestions that are not featured in the existing or conventional mode of service delivery.
- (d) All practical information included in the proposed plans submitted by the successful Tenderer under Assessment Criteria (1) to (3) shall form part of the Contract.

Note 5 For Assessment Criterion (4)(a) – Type I – Innovative suggestions directly relevant to the Services

- (a) Marks will be given if the proposed innovative suggestions are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general.
- (b) **Type I** innovative suggestions shall cover any of the following items –
- (i) adoption of technology to enhance service delivery in security/access control e.g. smart patrol devices and mobile surveillance cameras, etc.;
 - (ii) adoption of technology to enhance service delivery in cleaning services e.g. automatic cleaning equipment and hygiene sensing devices; and/or
 - (iii) adoption of technology to enhance service delivery in property and facility management e.g. smart bulletin boards and self-developed mobile app, etc.
- (c) Standard scores will be given in accordance with the following rule:
- 2 - **More than one (1) practicable** innovative suggestions are proposed covering any of the items as required in (b) of this Note above.
 - 1 - **One (1) practicable** innovative suggestion is proposed covering any of the items as required in (b) of this Note above.
 - 0 - **No** practicable innovative suggestion is proposed.
- (d) Para. (c) of Note 4 above is also applicable to this Note.

- (e) Marks will not be given to any innovative suggestion which (i) is related to labour benefit measures e.g. cash allowance, cash/coupon bonus/award and additional leaves, etc. or (ii) a tenderer will neither be capable of nor responsible for implementation.
- (f) An innovative suggestion that scores marks under Type I will not earn marks again under Type II and vice versa. If the Tender Assessment Panel (“TAP”) considers that the same innovative suggestion could earn marks under Types I and II, it will be taken as scoring marks under Type I only. Each innovative suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.
- (g) Tenderers shall highlight the proposed innovative suggestions with all of the following details –
- (i) the type (i.e. Type I or Type II) of innovative suggestion which each of them belongs to;
 - (ii) sufficient details on what improvements/benefits/positive values to which their proposed innovative suggestions can bring about; and
 - (iii) how they are to be implemented,
- in their submissions to facilitate tender evaluation. If a tenderer fails to specify item (i) above, it will be deemed as proposed under Type I.
- (h) Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the innovative suggestions. Marks will not be given if the tenderers only propose a concept without sufficient details. The information that shall be provided by the tenderers includes the following-
- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc. : scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate (for Type I and Type II innovative suggestions);
 - if the suggestion is concerned with a kind of measure, service, scheme and activity, etc. : the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate (for Type II innovative suggestions); and
 - if the suggestion is related to manpower : the objective, scope of the duties

involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate (for Type II innovative suggestions).

- (i) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All proposed innovative suggestions will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the TAP to have a better understanding of the innovative suggestions proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- (j) All practicable innovative suggestions accepted by the Government shall form part of the Contract.

Note 6 For Assessment Criterion (4)(b) – Type II – Innovative suggestions not directly relevant to the Services but can bring positive values or benefits to Government or the public

- (a) Marks will be given if the proposed innovative suggestions though are not directly relevant to the Services, can bring about positive values/benefits to the Government or the public at large.
- (b) **Type II** innovative suggestions shall contribute to any of the following positive values-
 - (i) to contribute to the development of Smart City;
 - (ii) to enable the managed premises as a test bed to foster research and development opportunities by start-ups or young entrepreneurs for the sustainable development of the property and facility management industry;
 - (iii) to provide better care for the elderly and youth; and/or
 - (iv) to promote consumption of fewer resources and reduction of waste and make the society more environmental friendly.
- (c) Standard scores will be given in accordance with the following rule:

- 2 - **More than one (1) practicable** innovative suggestions contributing to any of the items as required in (b) of this Note above.
 - 1 - **One (1) practicable** innovative suggestions contributing to any of the items as required in (b) of this Note above.
 - 0 - **No** practicable innovative suggestion is proposed.
- (d) Para. (c) of Note 4 and paras. (e) to (j) of Note 5 above are also applicable to this Note.

Note 7 For Assessment Criterion (5) - Experience of Tenderer

- (a) Assessment will be based on the aggregate number of years of experience in providing security and/or cleaning services to commercial, residential, government or educational premises in the ten (10) years immediately preceding the original Tender Closing Date.
- (b) Standard Scores will be given to Assessment Criterion (5) in accordance with the following five-grade approach:
 - 4 - An aggregate of five (5) or more years' experience.
 - 3 - An aggregate of four (4) to less than five (5) years' experience.
 - 2 - An aggregate of three (3) to less than four (4) years' experience.
 - 1 - An aggregate of two (2) to less than three (3) years' experience.
 - 0 - An aggregate of less than two (2) years' experience, or failing to produce documentary proof to support its claim of experience.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of contract) to substantiate its claim of the experience. Experience not substantiated will not be taken into account.
- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered under the same name of the Tenderer. For the avoidance of doubt, a Tenderer's experience gained in its capacity as a sub-contractor or the experience of a parent company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of "parent company" and "subsidiary" follow the meanings under the Companies Ordinance (Cap. 622).

- (f) If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual experience of the participants to the partnership, will be counted.
- (g) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, “an aggregate of two (2) years’ experience” is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience under a single contract or different contracts.
- (h) It is not necessary for a Tenderer to have continuous experience in providing security and/or cleaning services in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (i) For the purpose of tender assessment, the relevant experience in providing security and/or cleaning services could be gained under the same contract or different contracts through direct employees. However, a Tenderer’s experience under different contracts of the same type will not be double-counted for those overlapping periods. If a contract involves both security and cleaning services, the experience in the two types of services will be counted separately. For example, if a Tenderer gained 1 year's experience in providing both cleaning and security services under the same contract, he will be counted as having 1 year's experience in cleaning service and 1 year's experience in security service. A Tenderer’s experience under different contracts with overlapping periods is to be counted in accordance with the following examples: -

Example A:

Contract	Type of Service Provided	Contract Period	Contract Period without Overlapping with an Earlier Contract	Number of Days Counted for Accumulated Experience
A1	Cleaning	16.4.2013 – 15.4.2015	Cleaning: 16.4.2013 – 15.4.2015	Cleaning: 730
A2	Cleaning and Security	1.10.2014 – 31.3.2016	Cleaning: 16.4.2015 – 31.3.2016 Security: 1.10.2014 – 31.3.2016	Cleaning: 351 Security: 548 (29 days in Feb 2016)
A3	Security	1.1.2015 – 31.12.2016	Security: 1.4.2016 – 31.12.2016	Security: 275
<i>Subtotal:</i>				<i>Cleaning: 1,081 Security: 823</i>
Total:				1,904

Example B:

Contract	Type of Service Provided	Contract Period	Contract Period without Overlapping with an Earlier Contract	Number of Days Counted for Accumulated Experience
B1	Cleaning and Security	16.4.2013 – 15.4.2015	Cleaning: 16.4.2013 – 15.4.2015 Security: 16.4.2013 – 15.4.2015	Cleaning: 730 Security: 730
B2	Cleaning and Security	1.10.2014 – 31.3.2016	Cleaning: 16.4.2015 – 31.3.2016 Security: 16.4.2015 – 31.3.2016	Cleaning: 351 Security: 351
B3	Cleaning	1.1.2015 – 31.12.2016	Cleaning: 1.4.2016 – 31.12.2016	Cleaning: 275
<i>Subtotal:</i>				<i>Cleaning: 1,356 Security: 1,081</i>
Total:				2,437

Note 8 For Assessment Criterion (6) – Qualification of a Contract Manager

- 3- Contract Manager(s) possessing **at least** two (2) years' cumulative* managerial experience and all of the following qualifications with documentary proof which are valid as at the Tender Closing Date
 - (a) Diploma in Management issued by a registered post-secondary institution awarded after its registration, or equivalent;
 - (b) Diploma in Human Resources Management issued by a registered post-secondary institution awarded after its registration, or equivalent; and
 - (c) Diploma in Safety & Health issued by a registered post-secondary institution awarded after its registration, or equivalent or valid first aid certificate.
- 2- Contract Manager(s) possessing at least two (2) years' cumulative* managerial experience as at the Tender Closing Date and any two of the above three qualifications with documentary proof.
- 1- Contract Manager(s) possessing at least two (2) years' cumulative* managerial experience as at the Tender Closing Date and any one of the above three qualifications with documentary proof.
- 0- Contract Manager(s) possessing less than two (2) years' cumulative* managerial experience as at the Tender Closing Date or unable to provide documentary proof of possessing any of the above three qualifications.

[Remarks :

- (i) Standard score will be awarded according to the aggregate qualifications possessed by any manager(s) who has/have at least two (2) years' cumulative* managerial experience.
- (ii) * All experience obtained is to be counted in days, i.e. "an aggregate of at least two (2) years" is equivalent to having accumulated not less than 730 (i.e. 365 x 2) days of experience (e.g. if the manager obtained experience during 1.1.2012 to 31.5.2013 in Company A and 1.6.2015 to 31.12.2016 in Company B, the cumulative experience will be counted as 3 years.)
- (iii) Assessment on the qualification and experience of the manager(s) under this assessment criterion will be solely based on information as stated by the Tenderer in its tender on or before the Tender Closing Date or the Extended Tender Closing Date, as the case may be. In this connection, a Tenderer should submit the relevant information as required in Appendix H.]

Note 9 For Assessment Criterion (7) - Valid and Relevant ISO and OHSAS Certifications

- (a) Standard score will be given to Assessment Criterion (7) in accordance with the following rule -
- 3 - Accredited to all three (3) relevant certificates of ISO 9001, ISO 14001 and OHSAS 18001 (or ISO 45001) and supported with documentary proof of all certificates which are valid as at the Tender Closing Date.
 - 2 - Accredited to any two (2) relevant certificates of ISO 9001, ISO 14001 or OHSAS 18001 (or ISO 45001) and supported with documentary proof of all certificates which are valid as at the Tender Closing Date.
 - 1 - Accredited to any one (1) relevant certificate of ISO 9001, ISO 14001 or OHSAS 18001 (or ISO 45001) and supported with documentary proof of all certificates which is valid as at the Tender Closing Date.
 - 0 - Not accredited to any of the relevant certificate of ISO 9001, ISO 14001 or OHSAS 18001 (or ISO 45001) as at the Tender Closing Date or failed to provide valid documentary proof to support its claim of possessing any relevant accreditation.
- (b) Tenderer shall submit documentary evidence (e.g. a copy of certificate) to substantiate its claims of the accreditation. Accreditation not substantiated will not be taken into account.
- (c) For the purpose of counting the accreditation, “relevant certificate” means a certificate ISO 9001 Quality Management System, ISO 14001 Environmental Management Systems and OHSAS 18001 Occupational Health and Safety Assessment Series (or ISO 45001 Occupational Health and Safety Management System) which are relevant to cleaning services and security services, and are valid as at the original Tender Closing Date.

Note 10 For Assessment Criterion (8) - Proposed Monthly Wage for Cleaners and Security Guards for this Contract

- (a) Marks will be given to Assessment Criterion (8) in accordance with the following rule –

- P1 = Proposed monthly wage for Cleaners of the conforming tender being assessed
- P2 = Proposed monthly wage for Security Guards of the conforming tender being assessed
- H1 = The highest proposed monthly wage for Cleaners among all conforming tenders
- H2 = The highest proposed monthly wage for Security Guards among all conforming tenders
- C = **\$9,300**, i.e. the prevailing monthly wage rate of Statutory Minimum Wage (“SMW”) plus paid rest days for Cleaners and Security Guards derived on the basis of 31 days (i.e. eight (8) hours of work per day and 27 working days plus four (4) paid rest days per month)

$$\text{Marks scored} = 25 \times \left([50\%] \times \frac{P_1 - C}{H_1 - C} + [50\%] \times \frac{P_2 - C}{H_2 - C} \right)$$

[M1] [M2]

Illustrative Example for Tenderer's Proposed Monthly Wage for Cleaners and Security Guards	Marks Scored (Example)
P ₁ = HK\$9,500 P ₂ = HK\$9,400 H ₁ = HK\$9,600 H ₂ = HK\$9,500 C = HK\$9,300	Marks scored = $25 \times \left(50\% \times \frac{9,500-9,300}{9,600-9,300} + 50\% \times \frac{9,400-9,300}{9,500-9,300} \right)$ = 14.58

- (b) If H₁ or H₂ is equal to C, no marks will be given for M₁ or M₂ to all Tenderers respectively.
- (c) If a Tenderer fails to indicate any monthly wage or P₁ or P₂ is each less than C, the tender will be evaluated but the respective P₁ or P₂ will be deemed to be equal to C for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm their abidance by the SMW upon request by the Government Representative at any time before the tender exercise is completed. If the Tenderer offers a higher amount than the SMW in a subsequent clarification in writing, the tender will only be assessed on the basis that the monthly wage offered by the Tenderer is same as the SMW. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.
- (d) The marks scored will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Remark of Stage 3 above.

Note 11 For Assessment Criterion (9) - Proposed daily maximum working hours for Cleaners and Security Guards

- (a) Standard scores will be given to Assessment Criterion (9) in accordance with the following rule –
- 1- Proposed daily maximum allowable working hours per day excluding meal break (i.e. net total) for all Cleaners are **nine (9) hours** and for Security Guards are **twelve (12) hours** or less.
 - 0 - Proposed daily maximum allowable working hours per day excluding meal break (i.e. net total) for all Cleaners are **more than nine (9) hours** and for Security Guards are more than **twelve (12) hours**.
- (b) If a Tenderer fails to indicate any daily maximum working hours, the tender will be evaluated but the respective working hours proposed will be deemed to be more than nine (9) hours for Cleaners and more than twelve hours for Security Guards excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of nine (9) hours for Cleaners and twelve hours for Security Guards or less in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the tender will only be assessed on the basis that the daily maximum working hours offered by the Tenderer is more than nine (9) hours for Cleaners and more than twelve (12) hours for Security Guards. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

5. Stage 4 - Price Assessment (40% of Overall Assessment)

- (a) Failure to submit a Price Proposal in the form of Appendix C with price information duly completed will render a tender invalid and will not be considered further. The price assessment is based on the Contract Price of the tenders which have passed Stage 3 assessment.
- (b) A maximum weighted price score of 40 will be allocated to the conforming tender with the lowest Contract Price, while the weighted price score for other conforming tenders will be calculated by the following formula-

The calculation of weighted price score is:

$$40 \quad \times \quad \frac{\text{The lowest Estimated Contract Price among the conforming tenders}}{\text{Estimated Contract Price of the conforming tender being assessed}}$$

[Note: The weighted price score of each tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Remark of Stage 3 above.]

6. **Stage 5 – Calculation of Combined Score**

- (a) The combined score of a conforming tender will be determined by the following formula:

$$\text{Total combined score} = \text{Weighted technical score} + \text{Weighted price score}$$

- (b) Normally, the Tender with the highest combined score, will be recommended for acceptance subject to the requirement that the Government is satisfied that the recommended tenders is fully (including technically, commercially and financially) capable of undertaking the Contract, and that the recommended tender is the most advantageous to the Government in accordance with the tender provisions. If two or more Tenders obtain the same highest combined score, the Tender which obtains the highest technical score will be recommended for acceptance.

Appendix M**Registration Form for Attending Tender Briefing Session**

(Please refer to Clause 27 of the Terms of Tender)

To: Farm Management Supervisor/ Agri-Park
Agri-Park and Land Division
Agriculture, Fisheries and Conservation Department
Fax: (852) 2736 5393

Provision of Cleansing and Security Guard Services for Agricultural Park Phase 1
(Tender Ref.: AFCD/AP/01/21)

Details of the Briefing Session

Date: 29 June 2021 (Tuesday)
Time: 2:30 pm
Venue: Room 907, 9/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road,
Kowloon

Details of Registration

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

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

Signature : _____ Phone no. : _____

Name : _____ E-mail address : _____

Post Title : _____ Fax no. : _____

Company : _____ Date : _____

NOTE: This form should be completed and returned by fax to the Agriculture, Fisheries and Conservation Department on or before 25 June 2021.

For enquiries concerning the briefing session, please contact Tel: 2150 7194

Annex A

Method of providing the Contract Deposit and Form of Banker's Guarantee

Part A --- Method of providing the Contract Deposit

If the Contract is awarded to us, we shall pay to the Government the Contract Deposit

***in cash/ by way of a banker's guarantee.**

* Delete as appropriate.

N.B.: If a Tenderer does not complete this Part, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.

Annex A

Part B --- Form of Banker's Guarantee
(Please refer to Clause 11 of the Terms of Tender.)

THIS GUARANTEE is made on the day of
By.....
of, a bank within the meaning of the Banking Ordinance
(Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor")

In favour of

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 «SERVICE_PROVIDER_NAME» of «SERVICE_PROVIDER_ADDRESS» (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as <<Name of the Procuring 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 this Guarantee executed as a deed witnesses 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's acceptance of the bank named herein as the Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, 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, notwithstanding any dispute between the Contractor and the Government or any other person.

- (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation 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 Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.

(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 or where "the Contractor" is a company, any change of its member or shareholder or its officers or 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 amended or 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;
- (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 authorises 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 on the same date as the Contract 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 end of three (3) months from the date of early termination or expiry of the Contract Period; or
- (b) in the case if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),

whichever is the applicable.

(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 <<Name of Procuring Department>> of <<Address of the Procuring Department>> marked for the attention of _____, facsimile number _____;

(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 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) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and 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 in the presence of)

Name of witness:

Title of witness:

Signature of witness:

@ 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 of witness:

Title of witness:

Signature of witness:

* Please delete as appropriate

@ See Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)

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.

PART 2
CONDITIONS OF CONTRACT

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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 commencing on 1 December 2021 and expiring on 30 November 2023**, both dates inclusive, 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 such period for a continuous period of not more than six (6) months, commencing immediately upon expiry of the Contract Period on the same terms and conditions herein except this sub-clause (b).
- (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.
- (d) The Government may, on giving the Contractor a 7-day advance written notice before 30 November 2021, postpone or advance the Commencement Date of the Contract Period to a date specified by the Government in the notice.

2. Contract Variation 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 Specifications as laid down in Contract Schedule 2 subject to the stipulation 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 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' prior 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 Workers and services at the Contract Area in accordance with the Service Specifications as set out in Contract Schedule 2.
- (c) If the Government makes a requirement under Clause 2(b) above, subject to the Contractor's performance of the Services to the satisfaction of the Government, the Government will pay the Contractor for each additional Worker and service provided by the Contractor at or based on the unit rate specified in Section II of Appendix C in respect of the time the additional Worker has performed his duties and the number of additional services provided.
- (d) The Contractor shall not extend the Services beyond the requirements specified in the Contract Schedule 2 excepted as directed in writing by the Government Representatives. The Government Representative may, subject to the provision hereinafter contained, at

any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable. Provided that no such variation shall, except with the Contract value of more than twenty percent (20%) or the Contract Period of more than six (6) months, unless otherwise mutually agreed by the Government and the Contractor.

- (e) Where a variation has been made to the Contract, the amount to be added to or deducted from the Monthly Rate in accordance with that variation shall be determined in accordance with the rates specified in the Contract Schedule 3 so far as the same may be applicable. Where rates are not contained in the said Contract Schedule 3, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

3. **Contractor's Acknowledgement**

- (a) The Contractor acknowledges that-
 - (i) 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;
 - (ii) it has been supplied with sufficient information to enable it to provide to the Government the Services in accordance with the Service Specifications as set out in the Contract Schedule 2 and the terms and conditions of the Contract; and
 - (iii) 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.
- (b) The Contractor further acknowledges that the Government relies on the skills and judgement of the Contractor in the provision of the Services and the performance of its obligations under the Contract. Save to the extent expressly set out in the Contract, the Contractor does not expect, and the Contractor agrees that it is unnecessary for, the Government to do anything to facilitate or assist the Contractor's provision of the Services and the performance of its obligations under the Contract.
- (c) The Contractor shall perform its obligations under the Contract:
 - (i) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
 - (ii) in compliance with Good Industry Practice.
- (d) The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:
 - (i) comply with the Employment Ordinance (Cap. 57 of the Laws of Hong Kong), the Employees' Compensation Ordinance (Cap. 282 of the Laws of Hong Kong) and the Immigration Ordinance (Cap. 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
 - (ii) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap. 485 of the Laws of Hong Kong); and

- (iii) comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509 of the Laws of Hong Kong), the Factories and Industrial Undertaking Ordinance (Cap. 59 of the Laws of Hong Kong), and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of the Services.
- (e) The Contractor shall:
 - (i) duly and unconditionally secure, obtain and maintain throughout the Contract Period all and any authorisations, approvals, consents, licences, permits, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are or may be required or necessary to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where the Contractor's procedures so require, the consent of its parent company)("Consents");
 - (ii) ensure that the Consents are in full force and effect, and the use of the Services by the Government will not contravene any applicable laws, throughout the Contract Period; and
 - (iii) bear all costs, charges and expenses that may be incurred in obtaining and maintaining the Consents throughout the Contract Period.
- (f) The Contractor shall, throughout the Government Representative, keep the Government informed of all matters related to the Contract within the actual or constructive knowledge of the Contractor and shall answer all enquires received from the Government Representatives.
- (g) The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.
- (h) The Contractor acknowledges that it does not have the right to provide the Services to the Government on an exclusive basis and nothing in this Contract confers any such exclusive right. Nothing in the Contract shall preclude the Government from procuring any Services from any other person.

4. **Contractor's Warranties and Undertakings**

- (a) The Contractor warrants and undertakes to the Government that: -
 - (i) the Contractor and its sub-contractor, their employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract. It is mandatory that such training includes training in occupational safety and health, including but not limited to safe handling and application of cleansing chemicals and detergents and working at height and working in confined spaces;
 - (ii) the Contractor shall carry out and provide the Services with all due diligence and in a proper, skillful and professional manner and shall use his best endeavor to perform the Services to the satisfaction of the Government Representative;

- (iii) 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;
- (iv) all Guards deployed by the Contractor to perform the Services shall at all times during the Contract Period hold valid Category B Security Personnel Permit issued under the Ordinance to do the relevant type of security work (as defined in the Ordinance) as required under this Contract;
- (v) the Contractor shall have different safety precautions for confined space work to ensure the safety of employees undertaking work inside the confined space and compliance with the Factories and Industrial Undertakings (Confined Spaces) Regulation. Reference should be made to “Code of Practice for Safety and Health at Work in Confined Spaces” and “Safe Work in Confined Spaces” issued by Labour Department, DSD Practice Note No.3/2012 and DSD Safety Manual (2010) or their latest versions, for the legislative requirements and good safety practice for working in confined spaces;
- (vi) 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;
- (vii) the Contractor shall enter into a written Standard Employment Contract (if the employment period exceeds seven (7) days) with each of its employee 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/tender_rel.html > for Chinese version; or
< https://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html > for English version.
- (viii) 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;
- (ix) 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;
- (x) 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;
- (xi) the Contractor has full capacity and authority to enter into the Contract and to perform

all its obligations under the Contract;

- (xii) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
 - (xiii) all information and documents supplied, and statements and representations from time to time made by or on behalf of the Contractor in or in relation to its Tender and the Contract are genuine, true, accurate and complete;
 - (xiv) throughout the Contract Period, no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
 - (xv) throughout the Contract Period, it is not subject to any contractual obligation, or court judgement or ruling order or arbitration decision, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
 - (xvi) throughout the Contract Period, no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue; and
 - (xvii) throughout the Contract Period, it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.
- (b) Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Cap. 457) apply to bind the Contractor and the Government respectively.

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. They shall include but not limited to the following:
 - (i) At least one (1) Contract Manager;
 - (ii) At least one (1) Cleansing Supervisor; and
 - (iii) Sufficient number of Cleaners and Security Guards as specified in Contract Schedule 2.
- (b) The Contractor shall ensure that they all fulfill the respective qualifications to carry out all their responsibilities and duties as stipulated in Contract Schedule 2.
- (c) The Contractor shall pay or shall ensure to be paid to each Worker (including Cleansing Supervisor, Cleaner and Guard) during the Contract Period a wage not less than: -
 - (i) the monthly wage for Workers as specified in Appendix D ; 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.
- (d) 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).
- (e) 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.
- (f) 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.
- (g) The Contractor shall take measures in accident prevention, fire precautions, work environments, hygiene, first aid and manual handling operations for the protection of the Workers. Proper personal protective equipment, which conforms to internationally recognized standards or the standards stipulated in the legislation for the purpose of ensuring its effectiveness, must be provided to employee who works with or is likely to come into contact with a dangerous substance to prevent that substance causing bodily injury to that employee. The protective clothing and equipment should be fully and properly used by the employee as and when necessary.
- (h) The Contractor shall pay a gratuity to a Non-skilled Worker upon the expiry or termination of the Standard Employment Contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract. The amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the above period. The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant Clauses and follow the examples of illustration therein.
- (i) The Contractor shall provide the holiday pay to a Non-skilled Worker provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for not less than one month immediately preceding a statutory holiday. The holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance (Cap. 57). Detailed requirements on the holiday pay payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant Clauses and follow the examples of illustration therein.

- (j) If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift in which the Non-skilled Worker has worked, the Contractor shall pay the Non-skilled Worker for that day/shift at least 150% of the Non-skilled Worker's original pay for the hours worked in that day/shift. Detailed requirements on the extra wages payable for working under typhoon signal no. 8 or above are set out in the Standard Employment Contract and the Contractor shall comply with the relevant Clauses and follow the examples of illustration therein. For the avoidance of doubt, the extra wages stipulated in this Clause shall also apply to a Non-skilled Worker with whom the Contractor is not required to enter into the Standard Employment Contract.
- (k) 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.
- (l) The Contractor shall refer to the guidelines published by the Labour Department on the prevention of heat stroke at work in a hot environment. The Contractor shall provide workers with suitable work arrangement, such as rotating workers to work in hot and cool workplaces alternatively; and providing cool drinking water for workers during work. Related pamphlets and leaflets can be downloaded from the website of the Labour Department at https://www.labour.gov.hk/eng/public/content2_9b.htm.

6. **Contractor's Employee or Agent**

- (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 performing the Services under the Contract and shall ensure that they will behave in accordance with the Service Specifications in Contract Schedule 2 including the Code of Conduct as set out in Contract Schedule 5 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, behavior 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 Contract Area of this Contract.

- (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 and Guards 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 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. The Contractor shall ensure its sub-contractor acts in compliance with this clause.

- (b) The Contractor shall enter into written Standard Employment Contract (if the employment period exceeds seven (7) days) with accompanying guidance notes with each of the Guards and Cleaners including the Cleansing Supervisor in accordance with Clause 4(a)(vii) 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 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. **Debarment Mechanism and Demerit Point System**

- (a) If the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-

contractor's offer (as the case may be) in the future tender or quotation exercises.

- (b) If the Contractor is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to the Contractor and the sub-contractor.
- (c) If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to each of the Contractor and the sub-contractor.
- (d) Each default notice issued under sub-Clause (b) or (c) attracts one Demerit Point. The Demerit Point(s) given to the Contractor will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- (e) 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 contractual obligations relating to Demerit Points and not in connection with the Relevant Offences, the Government Representative shall be entitled to issue a default notice and serve the same upon the Contractor.
- (f) The Contractor shall monitor the performance of its sub-contractor(s) and ensure that its sub-contractor(s) do not commit any of the Relevant Offences or breach any of the contractual obligations to which a Demerit Point may be issued. For such purposes, the Contractor shall incorporate the relevant contractual clauses into the contract(s) with its sub-contractor(s). Without prejudice to any other rights, actions, remedies available to the Government, the Contractor shall ensure that any default on the part of its sub-contractor(s) shall be readily remedied.
- (g) Without prejudice to other provision of the Contract and to any other rights, actions or remedies available to the Government, if the Contractor or any sub-contractor engaged by the Contractor to perform this Contract:
 - (i) is convicted of any of the Relevant Offences arising from this Contract; or
 - (ii) has accumulated three or more Demerit Points arising from this Contract over a rolling period of 36 months,
 the Government may terminate the Contract immediately.

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. **Assignment and Sub-contracting**

- (a) Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it. Any person purportedly appointed by the Contractor as agent shall be treated as sub-contractors for the purpose of this Clause 10 and for the whole of the Contract.

- (b) Acceptance of the Tender does not signify the Government's acceptance of any sub-contracting proposal set out in the Tender.
- (c) The Government may impose conditions either to be complied with by the Contractor and/or any proposed sub-contractors before giving any approval under Clause 10(a) above including without limitation the execution of a sub-contractor's undertaking by the proposed sub-contractor in favour of the Government in such form and substance to be prescribed by the Government. Where the Government requests the same, a certified copy of the sub-contract shall be deposited with the Government within seven (7) days after the effective date of the sub-contract.
- (d) The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract. The Contractor shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever level), and employees and agents of any such sub-contractor as if they were its own.
- (e) The Contractor shall ensure that its contract(s) with its permitted sub-contractor(s), the Contractor's Employees and the Contractor's agent, which are subject to prior written consent of the Government Representative shall contain contractual clauses to the same effect as clauses 4, 5 and 6 hereof. Any failure on the part of the Contractor's permitted sub-contractor to observe any of the aforesaid contractual clauses shall be deemed to be a breach of clauses 4, 5 or 6 of the Conditions of Contract (as the case may be) by the Contractor. Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving notice to the Contractor.
- (f) The Contractor shall monitor the performance of its sub-contractor(s) and ensure that its sub-contractor(s) do not commit any of the Relevant Offences or breach any of the contractual obligations to which a Demerit Point may be issued. For such purposes, the Contractor shall incorporate the relevant contractual clauses into the contract(s) with its sub-contractor(s). Without prejudice to any other rights, actions or remedies available to the Government, the Contractor shall ensure that any default on the part of its sub-contractor(s) shall be readily remedied.

11. **Inspection and Rejection**

- (a) In connection with 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. In the event that the Contractor shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Government may by notice in

writing to the Contractor at any time require the Contractor to make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Government in the notice. 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 Specifications 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 Attachment 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 a service charge on a monthly basis ("the Monthly Fee") in accordance with the following formula: -

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

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, authorisation 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) No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.

13. **Deduction in Monthly Fee**

- (a) The Contractor shall ensure the Workers employed for the work are not less than the number stipulated in Part C of the Service Specifications 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:

$$\begin{array}{c} \text{Duration of absence} \\ \text{(in hours) of the type} \\ \text{of Worker} \end{array} \quad \times \quad \frac{\text{Monthly wages of the type of Worker}}{\text{Total working hours of the type of Worker of the} \\ \text{month concerned}}$$

- (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 Worker and services is found to be less than that specified in Part C of the Service Specifications in Contract Schedule 2;
 - (ii) a Worker 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 Worker 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 compliance with all relevant laws and regulations in arranging for a sufficient and suitable supply of such labour.
- (b) As far as practicable all labour both skilled and unskilled shall be engaged in Hong Kong.

15. **Suspension of Services under Inclement Weather**

- (a) Notwithstanding any other provision herein, the Contractor may suspend the Services during any period when Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by Hong Kong Observatory. Deduction of Monthly Rate in accordance with Clause 13 of Conditions of Contract 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.
- (b) Clause 15(a) above does not apply to the Security Guard Services which shall not be interrupted by an inclement weather conditions including the issue of any type of rainstorm signal or any type of tropical cyclone or typhoon signal unless otherwise directed by the Government Representative.

16. **Liability and Indemnity**

- (a) The Government and its employees or sub-contractor 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 unauthorised act or omission of the Contractor or its employees, agents or sub-contractors;
 - (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; or
 - (v) any injury to or death of any third party, or any loss or damage to property sustained by any third party, in consequence of any act, omission, default, or negligence of the Contractor or any of its employees, agents and sub-contractors.
- (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.
- (f) This Clause 16 shall survive the completion, termination and/or expiration of this Contract, however occasioned.

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 insurance policy shall be issued by one or more insurance companies authorized to carry on the relevant insurance business under the Insurance 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 within fourteen (14) days upon receipt of the Memorandum of Acceptance 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.
- (h) The Contractor is responsible for lodging all claims with the insurance company and shall deal with the said company upon receipt from the Government or otherwise of a report on any injury, death, loss or damage.
- (i) In the event of any employees or other person employed on any work done in pursuance to the Contract whether in the employment of the Contractor or sub-contractors suffering from any personal injury or death and whether there be a claim for compensation or not, the Contractor shall within seven (7) days give notice in writing of such personal injury or death to the Government Representative.

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 Terms of 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 in Annex A 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) If the Contractor fails to comply with any provision of the Contract, without prejudice to any rights that the Government has or may have against the Contractor, the Government may deduct from the Contract Deposit (and in the event that the Contract Deposit is paid by way of banker's guarantee, to call on the banker's guarantee the amount) of any and all costs, losses, damages or expense, suffered by the Government as a result of (whether direct or indirect) a breach of the Contract by the Contractor and any sums that are due to the Government under the Contract whether or not demand has been made.
- (d) If any deduction shall be made by the Government from the Contract Deposit during the continuance of the Contract, the Contractor shall, within twenty-one (21) days of such deduction, deposit a further sum 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-Clauses (b)(i) to (b)(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.
- (g) The Contract Deposit shall be wholly forfeited to the Government in the event of the Contract being terminated in accordance with Clause 20(a) of the Conditions of Contract.

20. **Termination of Contract**

- (a) The Government may forthwith terminate the Contract without prejudice to any other rights and remedies 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 carry out the whole or any part of the Services in accordance with the time limits specified in the Contract or in accordance with any of the requirements or specifications set out in the Contract 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 assigns or purports to assign this Contract or any part thereof without the prior written consent of the Government Representative; or
 - (viii) the Contractor is in material breach of and/or has committed repeatedly breaches of any of his obligations under the Contract; or
 - (ix) 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
- (x) 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
 - (xi) the Contractor has accumulated three or more Demerit Points arising from this Contract over a rolling period of 36 months; or
 - (xii) the Contractor is convicted of any offence under the Employment Ordinance (Cap. 57), the Factories and Industrial Undertakings Ordinance (Cap. 59), 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
 - (xiii) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government; or
 - (xiv) the Contractor fails to secure and maintain all required insurance; or
 - (xv) the Contractor is in breach of any of the representations, warranties and/or undertakings hereby given or any conditions and/or requirements, or is unable to obtain renewals and/or maintain validity of, any licences, permits or certificates referred to in clause 31 hereof; or
 - (xvi) the Contractor has its Security Company Licence suspended, revoked, expired, terminated or rendered invalid for whatever reason; or
 - (xvii) the Contractor fails to make up the deduction in accordance with Clause 19(d) of the Conditions of Contract; or
 - (xviii) any event or circumstance occurs which gives the Government the right to terminate the Contract under any provision of the 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 (1) 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, working area and storage space in the Contract Area used or occupied by the Contractor in a clean and tidy condition (fair wear and tear excepted). The Contractor shall provide all such assistance as the Government may request from time to time after the Termination to ensure an orderly and effective transition of the provision of the Services to the Government or another contractor to be appointed by the Government Representative and/or completion of any work-in-progress. The Government shall be entitled to use all such Contractor's materials, clothing, equipment, vehicles or other goods for the purposes thereof free of charge until a new contractor or

contractors are formally engaged by the Government to perform the uncompleted Services.

- (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.
- (d) The Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination.
- (e) Any termination of the Contract howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- (f) The Contractor or sub-contractor shall be liable for all costs and expenses necessarily incurred by the Government as a result of the termination of the Contract under the terms and conditions of the 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 7 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 from any cause whatsoever while in the possession or control of the Contractor or its employees, agents or sub-contractors, the Contractor shall pay an amount equal to its replacement costs plus all administrative costs incurred by the Government for replacing such lost or damaged property. 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. **Use of Government 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, 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 Specifications in Contract Schedule 2 or except as may be specifically authorised 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.
- (h) Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents and sub-contractors who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.
- (i) The Contractor shall ensure that while any of the Contractor's employees, agents and sub-contractors is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- (j) The Contractor's employees shall not stay overnight at the Government premises except for the provision of security guard services as specified in Contract Schedule 2.
- (k) The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.
- (l) In the event that the Contractor fails to comply with this Clause 24 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 20(a) of the Conditions of Contract.

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 the completion, termination and/or expiration of this Contract, however occasioned.

27. Probity

- (a) The Contractor acknowledge it has been reminded that:
- (i) dishonesty, theft and corruption on its part or that of its officers, employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Cap. 201), section 17, 18D and 19 of the Theft Ordinance (Cap. 210) and section 161 of the Crimes Ordinance (Cap. 200); and
 - (ii) the soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance is not permitted.
- (b) The Contractor shall inform its employees, its agents and sub-contractors that soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance (Cap. 201)) is not permitted. The Contractor shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting the 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.
- (c) The Government shall have the right to terminate the Contract immediately in the event that the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201), the Theft Ordinance (Cap. 210) or the Crimes Ordinance (Cap. 200). Suspected bribery cases would be reported to the Independent Commission Against Corruption (ICAC) for investigation.
- (d) The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause (b) above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

28. Publicity

The Contractor shall submit to the Government Representative for approval, 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 name 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, invoice, direction or other communication under this Contract shall be made in writing and delivered or sent to the other party 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 five (5) working days' prior written notice:-

	Address	Fax No.
To the Government:	Agri-Park & Land Division Agriculture Branch, Agriculture, Fisheries and Conservation Department, 5/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong << Email address: ka_lun_yiu@afcd.gov.hk >>	2736 5393
To the Contractor:	As stated in Appendix A submitted by the Contractor	As stated in Appendix A submitted by the Contractor

- (c) Such notice, request, demand, invoice, direction or other communication addressed to the relevant party as provided in sub-clause (b) shall be deemed to have been duly given
- (i) if delivered by hand, when actually delivered 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 delivered by fax, 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 email, on the date of transmission

30. **Contractor's Equipment, Materials and Tools**

(a) **Cleansing and Supporting Services:**

- (i) The Contractor shall: -
 - (1) submit, seven (7) days before each month, a monthly cleansing programme and work schedule (including but not limited to the duty roster for Cleaners, names of Cleaners on-duty and their areas of responsibility) in respect of each working day;
 - (2) provide an 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;
 - (3) ensure the Contractor's Employees to use the attendance monitoring system to keep proper attendance records; and
 - (4) 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.
- (ii) The Contractor shall during the Contract Period provide at its own expense all cleansing materials, equipment, tools, pails, ladders and such other materials or equipment including but not limited to those stipulated in Contract Schedule 2 for the safe, proper and efficient performance of the Services.

- (iii) All cleansing equipment, materials and tools shall be available for inspection and trial use by the Government Representatives.
- (iv) 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.
- (v) All cleansing equipment, materials and tools must be properly stored away after use so as not to be unsightly or causing obstruction.
- (vi) 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.
- (vii) 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.
- (viii) The Contractor shall not use any abrasive materials for cleansing porcelain, stainless steel and fiberglass surfaces.
- (ix) The Contractor shall ensure that all the Contractor's Employees and agents exercise their utmost care to avoid contamination to the electrical fittings and farmland with detergents, cleansing agent or any liquid during performance of the Services.
- (x) The Contractor shall during the Contract Period provide at its own cost appropriate equipment such as elevated working platform to perform working at height. Adequate arrangement shall be made by the Contractor to secure the safety of the Cleaners. All cleaning work on water tower and solar panel of storage unit should follow the safety guidelines, regulations and Codes of Practices to ensure the safe working at height in compliance with Section 6 of Occupational Safety and Health Regulation (Cap. 509).
- (xi) The Contractor shall during the Contract Period provide at its own cost necessary personal protective equipment such as approved breathing apparatus by the Certified Workers working in the confined space. All cleansing work in confined spaces shall comply with the requirement under the Factories and Industrial Undertakings (Confined Spaces) Regulation (Cap. 59AE).
- (xii) 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)", "Working at Height (高空工作)", "Danger! Confined space. Enter by permit only(危機! 未經許可, 禁止進入密閉空間)." and "Caution! Deep Cleansing Work in Progress (請勿接近! 徹底清潔進行中)" as appropriate.
- (xiii) The Cleansing materials, tools or equipment used by the Contractor for the Services shall be of the type approved by the Government Representative. The Government Representative may order in writing from time to time the removal from the Contract Area of any cleansing materials, tools or equipment not approved by the Government Representative, and the substitution of such proper and suitable cleansing materials, tools or equipment as specified by the Government Representative.

(b) Security Guard Services

- (i) The Contractor shall provide, install and maintain in good working order at its own expense in the Venue the type of electronic patrol system as detailed in the Service Specifications of Contract Schedule 2 for the safe, proper and efficient performance of the Services. The electronic patrol system shall be approved by the Government Representative and available for inspection by the Government Representative for trial use at least one (1) week before the Commencement Date. Should there be any irregularity detected during the inspection and trial use, the Contractor shall carry out remedial action to the satisfaction of the Government Representative at three (3) days before the Commencement Date.
- (ii) The Contractor shall at its own expense equip the Security Guards with effective and appropriate communication equipment and maintain in good working order the minimum number of electronic patrol system for use by Security Guards or in the Venue as specified in the Service Specifications of Contract Schedule 2 for use by the Security Guards or at the Venue. The Contractor shall also provide each Security Guard sufficient number of torches, batons, safety helmets, raincoats and other necessary equipment for effective and efficient discharge of their duties as specified under the Contract. When Tropical Cyclone Warning Signal No. 8 or above is in effect, approved helmets should be worn by all Guards while on duty outdoors.
- (iii) The Government shall not 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 Contract.
- (iv) A duty room will be provided by the Government Representative and the Security Guards must maintain a high standard of cleanliness and good order therein at all times.

31. Licence, Permit and Certificate (excluding Intellectual Property Rights Related Licence)

- (a) The Contractor shall apply to the relevant authorities to obtain or renew, as the case may be, for all licences, permits and/or certificates required by law for the performance of the Services and shall produce the same to the Government Representative for inspection if so required.
- (b) The Contractor shall make no claim of any kind whatsoever against the Government Representative in the event of the Contractor's failure or inability for any reason to obtain or renew any such licences, permits or certificates. It will be unlawful for the Contractor to perform the Services without the licenses, permits and/or certificates as required by law, notwithstanding the commencement of the Contract Period.
- (c) The Contractor shall observe and comply with the conditions of any licence, permit or certificate issued to it in relation to the performance of the Contract.
- (d) The Contractor shall from time to time maintain the validity (or obtain renewals (if necessary) of all certificates such as ISO and/or OHSAS throughout the Contract Period (or such extension, if applicable) if scores have been obtained in the tender evaluation.

32. Shift Hours

Notwithstanding any other provisions in this Contract, the shift hours set out in the Service Specifications and the Execution Plan may be varied at any time by the Government Representative to meet the actual operational requirement.

33. Arrangement during Epidemic Illness

In the event of illness of any epidemic nature breaking out, the Contractor shall comply with all

such orders, arrangements or regulations as may be issued by the Government of the Hong Kong Special Administrative Region with a view to stamping out the same. The Contractor shall comply with any instructions issued by the Government of the Hong Kong Special Administrative Region regarding measures to be adopted to prevent or control diseases of any kind.

34. **Illegal Workers**

In the performance of the Contract, the Contractor shall not employ any person who may not lawfully undertake employment in Hong Kong. Any employment by the Contractor in breach of this Clause shall entitle the Government to terminate the Contract pursuant to Clause 20 hereof.

35. **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.

36. **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 authorised representative of each of the parties hereto for and on its behalf. All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

37. **Relationship of the Parties**

The Contractor enters into the Contract with the Government as an independent contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, or a joint venture between the Government and the Contractor. The Contractor 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.

38. **Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of the Hong Kong and the parties hereby agree to submit the exclusive jurisdiction of the courts of the Hong Kong in relation to any matters arising out of the Contract.

39. **Waiver and Severability**

(a) 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.

(b) Without prejudice to the generality of sub-Clause (a) above, any right of termination of the

Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

- (c) 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.

40. **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.

41. **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.

42. **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.

43. **Review of the Management Plan, Work Plan and Contingency 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 6 in such manner as the Government Representative may specify.

44. **Inconvenience or Annoyance Caused**

The Contractor shall ensure that the Contractor’s employee and the Contractor’s agent perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them. The Contractor shall also use its best endeavor to avoid causing nuisance to the tenants of the Venue and the general public whilst performing the Services. The Government Representative shall be, without prejudice to any rights

that the Government has under the Contract and without releasing or discharging the Contractor of its obligations hereunder, entitled to require the Contractor to suspend provision of the Services or part thereof to prevent any nuisance or obstruction caused to the tenants of the Venue and the public.

45. **Contracts (Right of Third Parties) Ordinance**

The Parties hereby declare that nothing in this Contract confers or purports to confer on any person not being a Party to this Contract any benefit or any right to enforce any term of this Contract under or pursuant to or for the purposes of the Contracts (Right of Third Parties) Ordinance (Cap. 623).

46. **Retention of Records**

The Contractor shall keep and maintain until seven (7) years after the expiry of the Contract, or such longer period as may be agreed by the Parties, full and accurate records in relation to the Contract including the Services provided under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor shall afford the Government or its representative or authorised person access to the records and to make and retain copies thereof as may be requested by the Government or its representative or authorised person.

47. **Order of Precedence**

In the event of, and only to the extent of, any conflict or inconsistency amongst or between any provisions of the Contract, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) the Contract Schedules;
- (b) the Conditions of Contract;
- (c) the Terms of Tender;
- (d) the Interpretation;
- (e) other Tender Documents which forms part of the Contract; and
- (f) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

Attachment 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 check the number and ranks of Contractor's Employees deployed to the Venue(s) under the above Contract by (*the Contractor*)_____

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

(※Accountant's Signature)_____
(※Accountant's Name)_____
(Date)

※ To be completed and signed by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50).

Attachment A<<SAMPLE OF ACCOUNTANT'S CERTIFICATE FOR PAYMENT APPLICATION>>**STATEMENT OF DEPLOYMENT AND WAGES OF WORKERS**

REQUIRED UNDER CONTRACT NO. AFCD/AP/01/21

FOR THE MONTH: _____, 20____

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

Rank	Name	Committed wages for the Worker (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 Worker, if applicable	Wages paid to the Worker	Provident Fund contributed by 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 the employee's contribution to the Mandatory Provident Fund.

** Among other things, any non-compliance against the committed maximum average daily working hours for Workers shall be stated.

(※Accountant's Signature)_____
(※Accountant's Name)_____
(Date)

※ To be completed and signed by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50).

PART 3
CONTRACT SCHEDULES

Contract Schedule 1 Facilities at Agri-Park Phase 1 and Site Plans 122

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Contract Schedule 1
Facilities at Agri-Park Phase 1 and Site Plans

Note: All the figures and drawings contained in this Schedule are for reference and identification only. There is no guarantee that the figures and drawings are complete and accurate. No claim against the completeness and accuracy of the figures and drawings shall be made by the Contractor.

Plan 1: Plan of the Agri-Park Phase 1 in Kwu Tung South.

Plan 2: Area of Stage 1 and Stage 2 of the Agri-Park Phase 1.

Plan 3: Location of major areas for cleansing services.

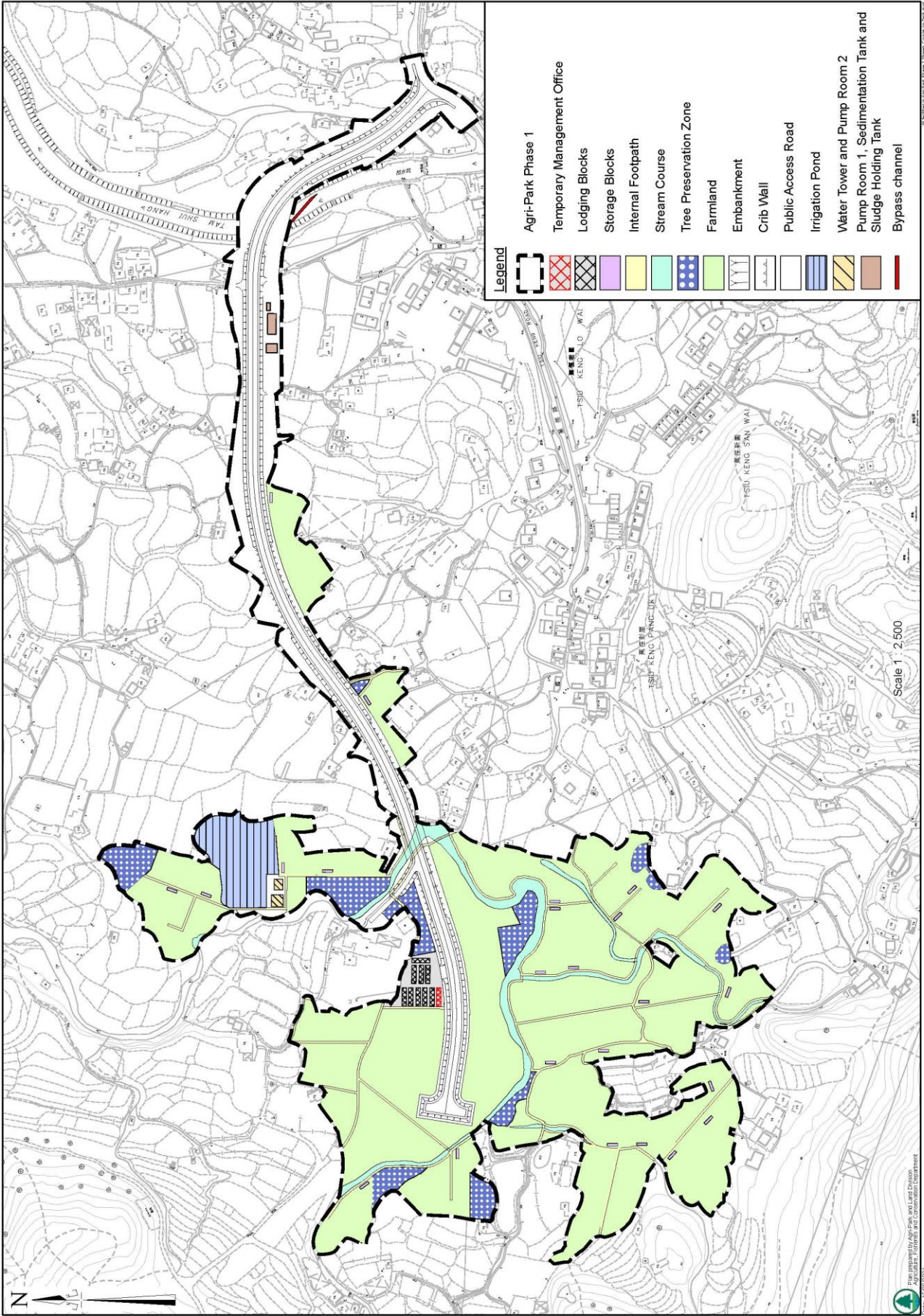
Plan 4: Location of major areas for Team A special cleansing services.

Plan 5: Location of major areas for Team B special cleansing services.

Plan 6: Location of major areas for grass cutting and trimming of hedges and shrubs.

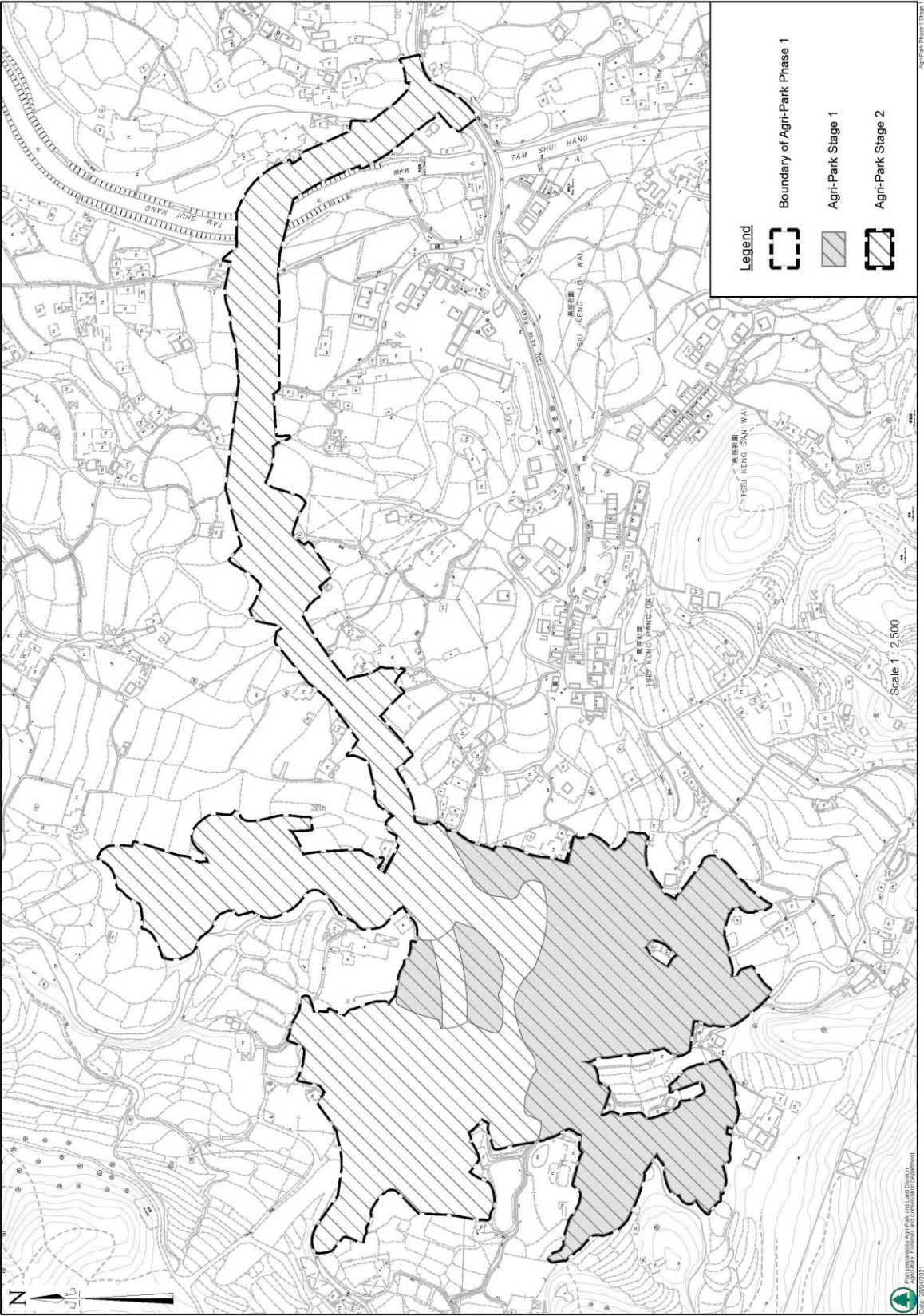
Plan 7: Particulars and Facilities in Agri-Park Phase 1.

Plan 1. Plan of the Agri-Park Phase 1 in Kwu Tung South

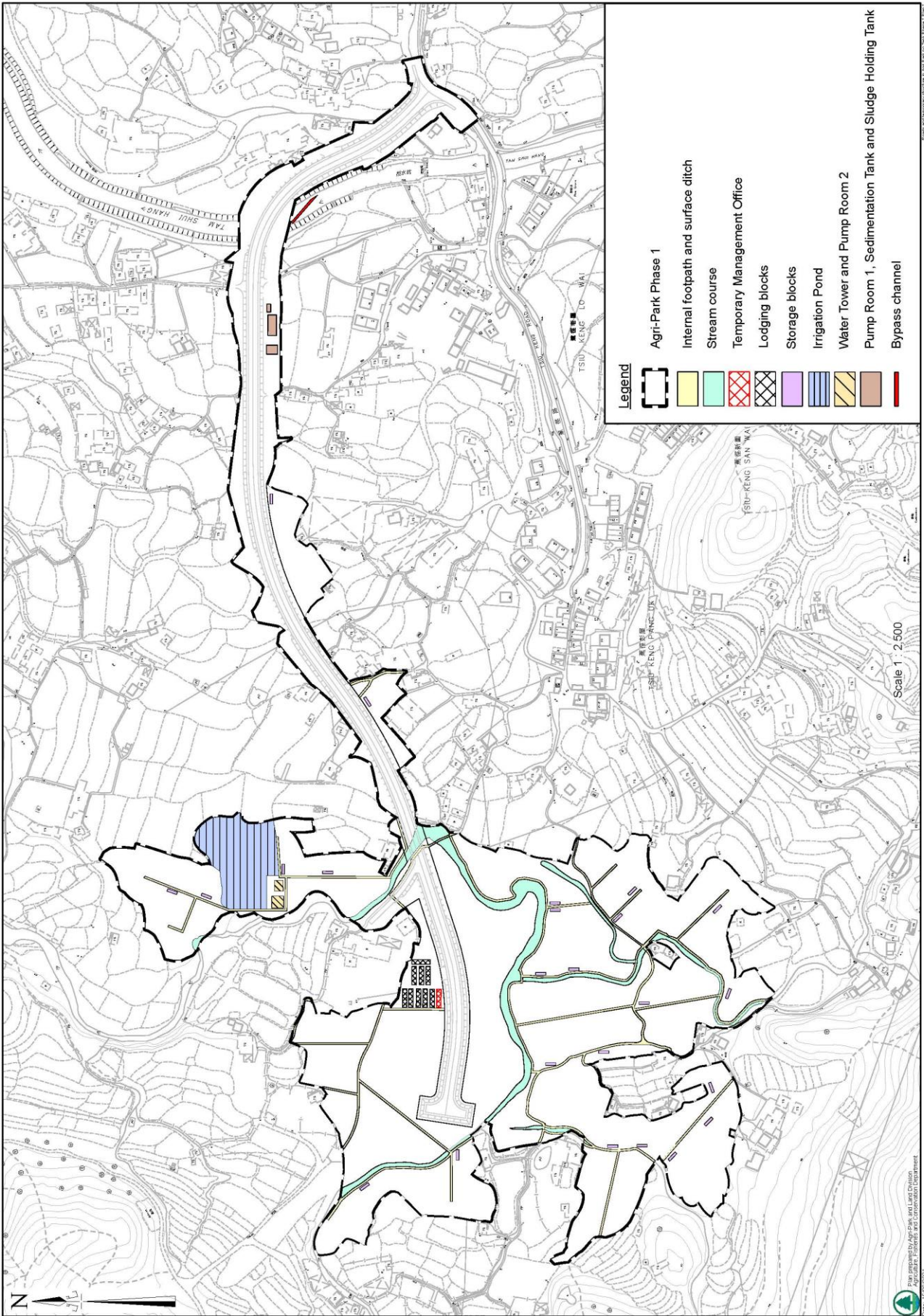


Plan 2. Area of Stage 1 and Stage 2 of the Agri-Park Phase 1

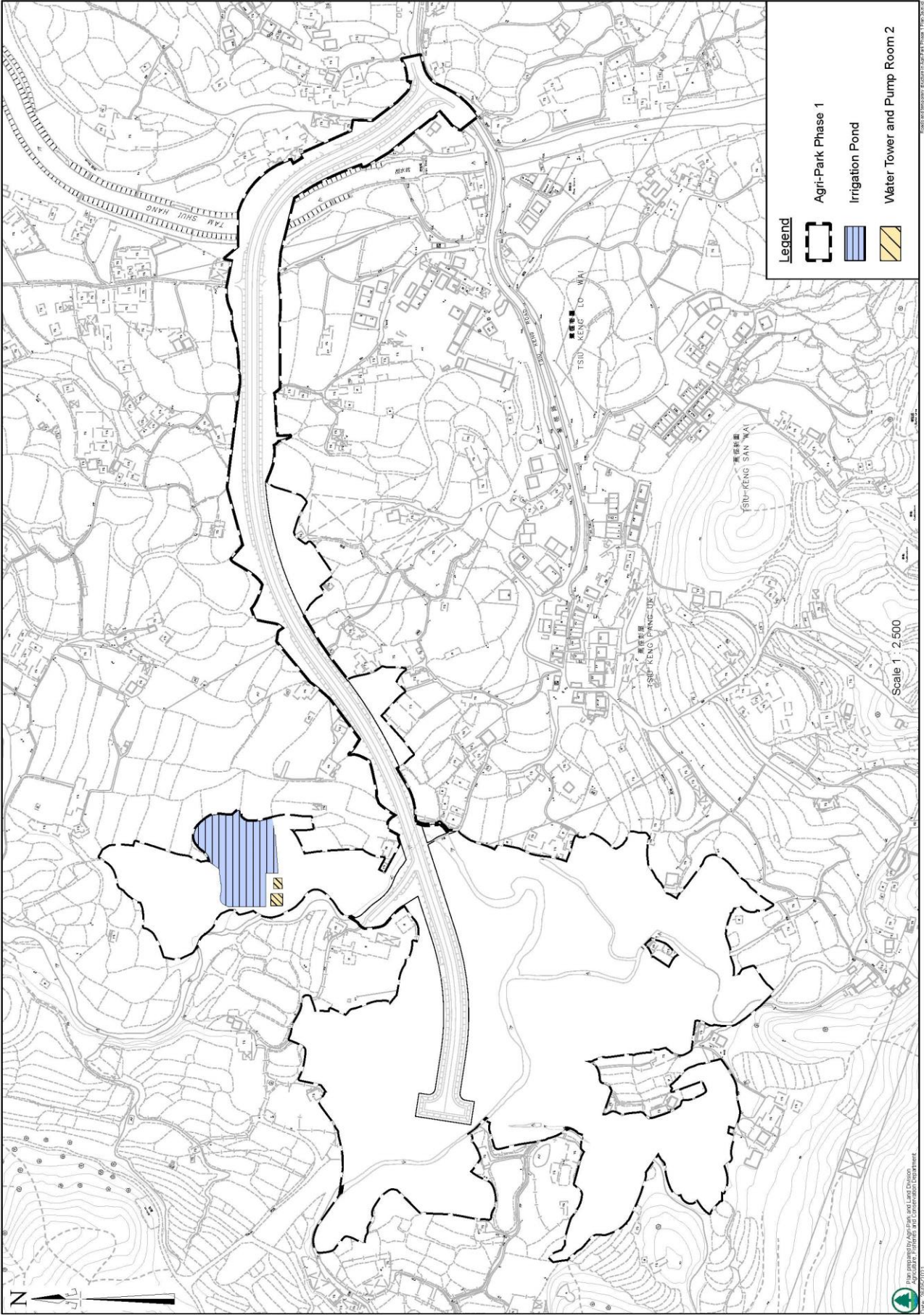
Stage	Period	Contract Area (excluding farmland area)
1	1 Dec 2021 – 30 Nov 2022 (12 months)	Approx. 1 ha
2	1 Dec 2022 – 30 Nov 2023 (12 months)	Approx. 3.5 ha



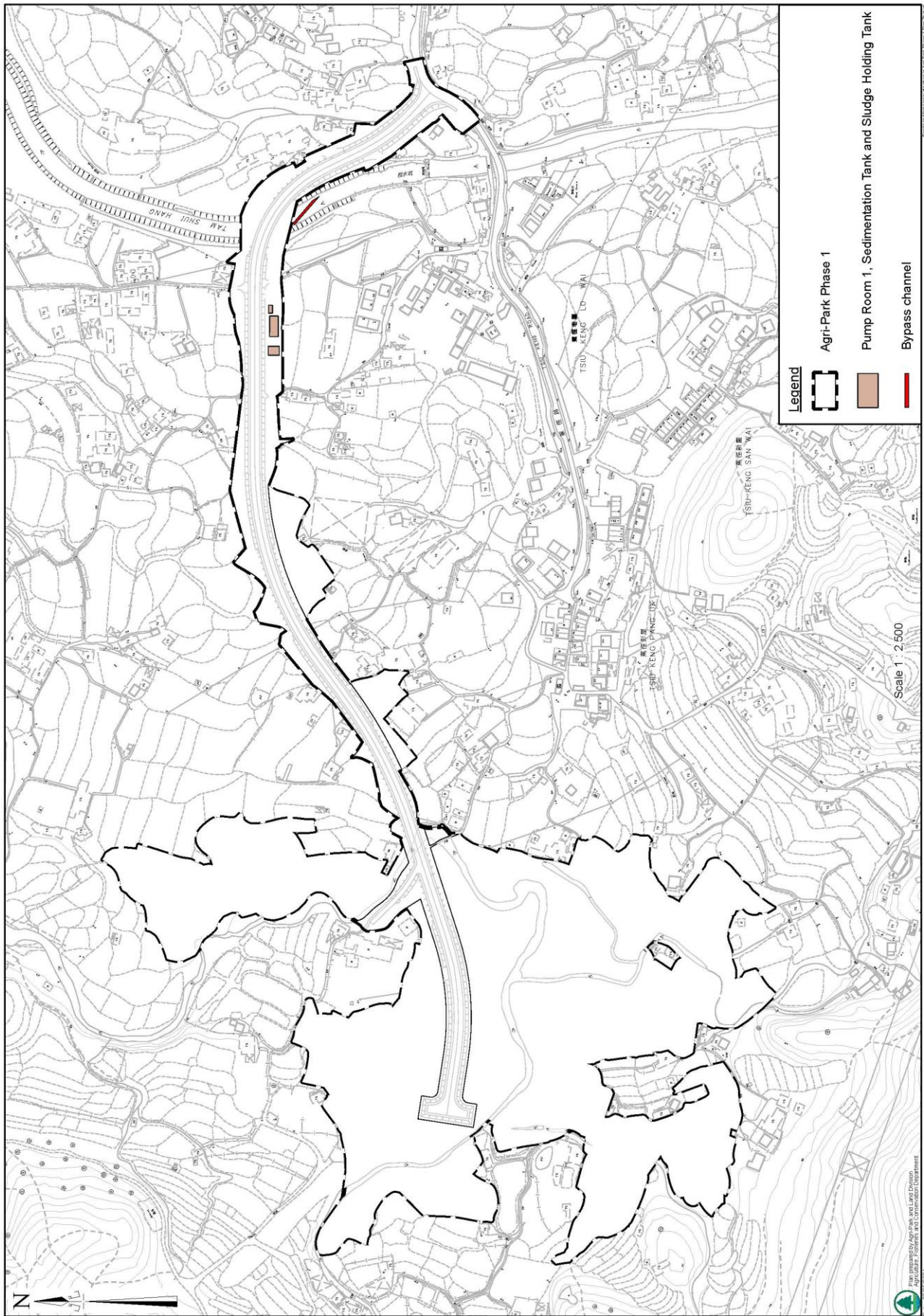
Plan 3. Location of major areas for cleansing services



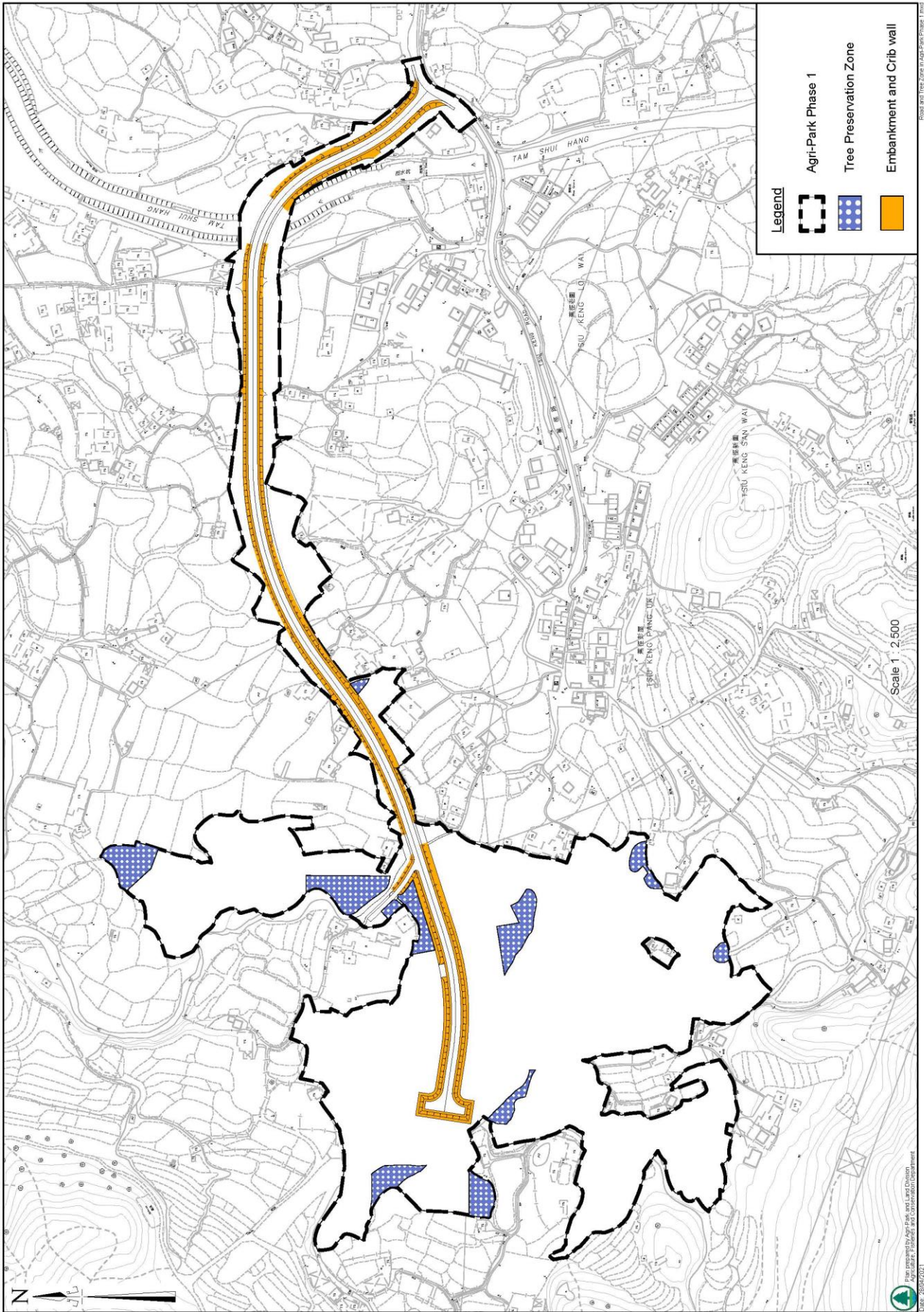
Plan 4. Location of major areas for Team A special cleansing services



Plan 5. Location of major areas for Team B special cleansing services



Plan 6. Location of major areas for grass cutting and trimming of hedges and shrubs



Plan 7. Particulars and Facilities in Agri-Park Phase 1

No.	Particulars	Quantity/Unit	
		Stage 1	Stage 2
1	Temporary Management Office (including 1 toilet in each office)	4 nos. (15m ² each)	
2	2-meter high storage blocks (including 2 solar panels on each block)	24 blocks	40 blocks
3	Basic lodging blocks (2-storey block, with 2 units per each storey)	10 blocks	
4	Recycling bins	1 set	
5	Waste Collection bin	1 no.	
6	Tree Preservation Zone	0.5 ha	1 ha
7	Stream course (including weirs)	1090 m ²	3740 m ² (including 5 m ² new weir and 640m ² existing weir)
8	Embankment and crib wall along public access road	N/A	900m
9	Irrigation pond and associated basin inlet and outlet	N/A	1 no. (Total: 3200m ² , including 7m ² basin inlet and 1m ² basin outlet)
10	Bypass channel, and the associated basin inlet and outlet, drainage, manholes, catchpits and chambers	N/A	4040 m ² (including 5m ² basin outlet and 15m ² inlet)
11	28-meter high water tower and its connecting pipes, valves, gates and fittings	N/A	1 water tank (Capacity: 75 m ³)
12	Pump rooms and the associated drainage, manholes, catchpits and chambers	N/A	2 nos. (Chamber: 45m ² each)
13	Sedimentation tank, Sludge holding tank and the associated drainage, manholes, catchpits and chambers	N/A	1 sedimentation tank and 1 sludge holding tank (Estimated amount of sludge: 80m ³ per quarter)

Remarks:

Services will commence stage by stage in line with the works by CEDD and the Contract Area will enlarge from Stage 1 to the whole area of Agri-Park Phase 1 (i.e. Stage 2).

The above information is provided for Tenderer's reference only and is subject to variation by the Government. In particular, the stage duration may change subject to the progress of construction works during the Contract Period. The actual quantities of particulars of facilities stated above may be more or less than stated estimate and the Contractor must be prepared to accept as a part of the Contractor an increase or a decrease of the stated estimate.

Contract Schedule 2 Service Specifications

Part A --- Definition

1. **“Refuse” in this Contract includes:**
 - (a) Any cut grass, dirt, dust, ashes, paper or cardboard;
 - (b) Any glass, china, earthenware or tin;
 - (c) Any plaster, concrete, mortar, wood, fallen trees, twigs and branches, fallen leaves, sawdust, planting media, plastic, contraction material, or excavated material;
 - (d) Any rubbish or debris;
 - (e) Any food leftovers, domestic waste;
 - (f) Any discarded plastic sheet, net, pipes, wiring, scrap metal and building materials associated with farm or previously used on cultivation fields; and
 - (g) Any filth, manure, dung, excretal matter and any other offensive, noxious or obnoxious matter or liquid.
2. **“Cleansing and Supporting Services”** in this contract means keeping the entire Agri-Park Phase 1 clean and free of refuse, overgrown grass and wild growth. This includes cleaning of Temporary Management Office doors, ceilings gates, windows, furniture and electrical appliances and office toilet (which includes washing and scrubbing of floors, walls, urinals, hand-wash basins, water flush tanks, sitting pans with covers), cleaning of Common areas (including surface ditch, internal footpath and passageway), cleaning of Rooftop Solar Panel, cleaning of areas outside basic lodging units like staircase and corridors, cleaning of stream course, cleaning of weirs, cleaning of irrigation pipes and channels, repair and maintenance of on-farm irrigation pipes and accessories, clearing of embankment and crib wall, regular grass cutting, weeding, pruning, trimming of hedges, shrubs, groundcover vegetation and climbing plant and maintaining the existing trees and vegetation in a neat and tidy condition. In addition, the Contractor shall arrange for removing from the Agri-Park Phase 1 and disposing properly of any refuse not collected by the Food and Environmental Hygiene Department or organization responsible for carrying out routine collection service.
3. **“Special Cleansing Services”** in this contract means regular clearance and removal of sludge, sediment and refuse from the irrigation systems (including irrigation pond, bypass channel, water tower, pump rooms, sedimentation tank and sludge holding tank).
4. **“Security Guard Services”** in this contract means protecting the Temporary Management Office and Basic lodging blocks against theft and burglary, observing for signs of crime or disorder and investigate disturbances and carrying out such other duties and responsibilities as normally associated with guarding service with a view to ensure the security of the Venue.
5. **“Stage 1”** under this Contract refers to the first 12 months of the Contract Period that the partial commissioning of the Agri-Park Phase 1 with contract area of approximately 1 ha.
6. **“Stage 2”** under this Contract refers to the full operation of the Agri-Park Phase 1 with contract area of approximately 3.5 ha.

Part B --- Scope of Services

1. The Contractor shall provide Cleansing and Security Guard Services for the Contract Area (as specified in Contract Schedule 1) during the whole Contract Period in accordance with this Contract Schedule 2.
2. The Contractor shall provide the following minimum required personnel and services, this includes but not limited to: -
 - (a) One (1) Contract Manager to liaise with the Government Representative and oversee the provision of the Services. Job specification and requirements of the Contract Manager are stipulated in Clause 1 of Part C below;
 - (b) At least one (1) Cleansing Supervisor to discharge the general management of the Contract Area and closely monitor the standard of Cleansing Services provided by Cleaners. Job specification and requirements of the Cleansing Supervisor are stipulated in Clause 3 of Part C below;
 - (c) Cleansing and Supporting Services to the Contract Area. Job specifications and requirements are stipulated in Clause 3 of Part C below;
 - (d) Special Cleansing Services to irrigation systems in the Contract Area. Job specification and requirements are stipulated in Clause 3 of Part C below; and
 - (e) Security Guard Services to the basic lodging blocks and Temporary Management Office in the Venue. Job specifications and requirements are stipulated in Clause 4 of Part C below.

Part C --- Service Requirements**1. Provision of Contract Manager**

- (a) The Contract Manager shall:
 - (i) Possess a minimum of five (5) years' experience in management of contracts for cleansing services and security guard services; and
 - (ii) Be able to write and speak fluent English and Chinese.
- (b) 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) Conducting regular inspections and surprise inspections to monitor the performance of all Workers under this Contract and to ensure that the Services provided fully complies with all the requirements of this Contract up to the satisfaction of the Government Representative. In conducting the inspections, the Contract Manager shall check the attendance records of all Workers and endorse on the attendance book. The frequency of surprise inspection shall not be less than once every seven (7) service days. All surprise inspection record shall be submitted to the Government Representative upon request.
 - (iii) Attending meetings and discussions with Government Representative regularly during office hour for discussion on the performance and arrangement for improving the service quality of Cleansing and Security Guard Services and rectifying any irregularities detected. Upon the request of the Government Representative, the Contract Manager shall attend a monthly meeting or any ad-hoc meeting to discuss any issues related to this Contract as required by Government Representative; and
 - (iv) Giving proper training, supervision and guidance to the Guards, Cleaners and Cleansing Supervisor in performing the Services.

2. 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.

3. **Provision of Cleansing Services**

(a) **Services to be provided**

- (i) The Contractor shall deploy the minimum number of the on-site Cleaners to provide the Services in accordance with the requirements as detailed in the following table:-

Stage	Month	Day of the week	Time	Meal Break	Minimum no. of Cleaners required (including the Cleansing Supervisor)	Net Working Hours
1	12 month	Monday to Sunday (including Public Holidays)	0800-1700	1 hour	2 Cleaners	8 hours
2	12 month	Monday to Sunday (including Public Holidays)	0800-1700	1 hour	3 Cleaners	8 hours

The Contract Manager or Cleansing Supervisor shall be able to be contacted daily between 8:00 and 17:00 and be available for site inspection, normally one or two times a month. Such authorised representative shall be in full charge of the services and shall receive on behalf of the Contractor directions and instruction from the Government Representative.

- (ii) The Contractor shall maintain tidiness of the entire ground within Agri-Park Phase 1 by regular grass cutting, cleaning of rooftop solar panels of storage blocks, trimming of hedges and shrubs, cleaning of internal footpath, surface ditch and other open spaces.
- (iii) The Contractor shall maintain cleanliness and tidiness of all stream course within Agri-Park Phase 1 by regular picking up and removal of sediment and refuse.
- (iv) The Contractor shall clean all common areas, Temporary Management Office, stairs and corridors in lodging area.
- (v) The Contractor shall remove all unwanted vegetation and grass within Agri-Park Phase 1.
- (vi) The Contractor shall deploy competent cleaners and suitable equipment to carry out high-risk cleansing works such as the cleaning of rooftop solar panel and embankment and crib wall along public road, etc.
- (vii) The Contractor shall at its own cost arrange to put refuse tidily at refuse collection sites, remove the refuse from Agri-Park and dispose of any refuse not collected by the Food and Environmental Hygiene Department or organization responsible for carrying out routine collection service. The Contractor shall keep the refuse collection bins and other temporary waste storage areas in a reasonable state of tidiness.

- (viii) The Contractor shall conduct emergency ground maintenance duties such as clearance of fallen trees.
- (ix) The Contractor shall perform the cleansing and supporting services in accordance with the details and frequency as stipulated in Clause (i) Performance and Measurement Standard of Services below.
- (x) The Contractor shall arrange cleansing of irrigation pipes and channels including desilting and proper disposal of sediment, sludge and refuse as and when required by the Government Representative. The Contractor shall provide its own expense necessary and sufficient equipment, materials and tools for the performance of the Services under this Contract.
- (xi) No cleansing service from the Contractor is required at the leased farmland. However, the Contractor shall arrange cleansing of on-farm irrigation pipes and deploy plumber to provide emergency repair, replacement and maintenance services of on-farm irrigation pipes and accessories (e.g. sprinklers) as and when required by the Government Representative.
- (xii) The Contractor shall deploy adequate number of workers to provide Special Cleansing Services for irrigation system.
- (xiii) The Contractor shall deploy Competent Person to carry out risk assessment and prepare method statement for work in the confined space (i.e. water tower, pump rooms, sedimentation tank and sludge holding tank) and make recommendations on safety and health measures in accordance with prevailing and relevant Hong Kong Government safety regulations and practices (including Regulation and Code of Practice for the Works in Confined Spaces) before undertaking the cleansing work.
- (xiv) The Contractor shall deploy Certified Workers to handle and perform the cleansing work in confined spaces in accordance with the risk assessment report and approved method statement, as well as prevailing and relevant Hong Kong Government safety regulations and practices (including Regulation and Code of Practice for the Works in Confined Spaces).

(b) Qualification Requirements and Duties of the Contractor's Employees

- (i) The Cleansing Supervisor shall:
 - (1) Possess a minimum of five (5) years' experience in the field of cleansing and gardening services, three years (3) of which must be in the capacity of a supervisor or foreman;
 - (2) Be familiar with operating brush cutter and chainsaw;
 - (3) Have training certification on occupational safety and health in tree works; and
 - (4) Be able to write and speak fluent Chinese.
- (ii) The Cleansing Supervisor, who shall be one of the Cleaners shall in addition to his general cleansing duties, also be responsible for:
 - (1) Coordinating and overseeing the Cleaners in their execution of general cleansing and other related tasks at the Contract Area and arranging the schedule of work;
 - (2) Reporting and liaising with the Government Representative on the timing and other arrangements for carrying out specific cleansing services;

- (3) Reporting daily to the Government Representative on the execution of general cleansing and gardening tasks at the Contract Area under the Contract;
- (4) Keeping a log book of the daily attendance record of each Cleaner; and
- (5) Providing effective management control and supervision of the Cleaners employed for this Contract and monitoring the standard of work to the satisfaction of the Government Representative.

(iii) The Cleaners shall:

- (1) Be physically fit to carry out cleansing, grass cutting by using brush cutter, tree trimming and related tasks;
- (2) Be properly trained, competent and efficient in carrying out the Services; and
- (3) Be able to speak fluent Cantonese.

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

(c) Supply of Cleansing Materials, Equipment and Tools for use by the Workers

(i) The Contractor shall provide at its own costs all cleansing materials, equipment, tools, pails, ladders, farm equipment, machines, fuel, working gear, vehicles and heavy duty equipment necessary to Cleaners for carrying out the Services. The Contractor should provide the minimum quantities of equipment as prescribed in sub-clause (5) below. All cleansing equipment, materials and tools used for the Services shall comply with the appropriate safety and hazard standards, and shall be of a type approved by the Government Representative. The Contractor shall provide the following cleansing items:

- (1) The plastic litter 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 Polyethylene "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 may render the tender invalid;*
- (2) All cleansing materials and tools, such as liquid detergent, towel, mop, boom, cleansing powder, pails, ladders, goggles, gloves, face mask, bleach, water fed poles / soft brush, handheld net, high pressure water jet, etc. necessary for the proper performance and cleanliness of the work to the satisfaction of Government Representative;
- (3) Uniforms with company name/logo of the Contractor for all Contractor's Employees working at the Contract Area;
- (4) Safety reflective vests for Cleaners working along roadside; and
- (5) Minimum quantities of heavy duty type equipment and tools listed in the following table:

Description of cleansing equipment	Number not less than
Pressure washer with water ejector	1
Elevated working platform	1
Ladder, retractable reaching up to 3 metres high	1
Vacuum cleaner	1
Trolley	1
Brushcutter, output not less than 1kW	1
Lawn Mower, output not less than 4kW	1
Chainsaw, bar length 16"	1
Pole Pruner, bar length 12" with retractable reaching up to 3 metres high	1
Leaf Blower, output not less than 1kW	1
Hedge Trimmer, output not less than 1kW	1

The Contractor shall supply additional quantities or items for the effective delivery of the Services where necessary.

- (ii) 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.
- (iii) The Contractor shall provide safety reflective vests for Cleaners and display where appropriate notices, warning signs, lights, traffic cones, etc. if necessary and in accordance with the Code of Practice for the Lighting, Signing and Guarding of Road Works as issued by the Highways Department when carrying cleansing works at roadsides.
- (iv) The Contractor shall provide working platform, hydraulic platform, secured ladder or other safety measures for his staff working at height.
- (v) The Contractor shall manage the uses of these cleansing equipment, materials and tools in the following manner:
 - (1) All cleansing equipment, materials and tools shall be clean, safe, of good condition, free of excessive noise, odour or emission, and properly maintained.
 - (2) All 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.
 - (3) 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 Agri-Park, 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 and farmland within the Agri-Park with detergents, cleansing agent, sewage 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 7 in the performance of the Services.

- (vi) The Government Representative reserves the right to direct the immediate removal of unsafe machines from work sites and any subsequent monetary claim to the Contractor concerned in case of its delay in completion of Services due to consequence of such removal of machines shall be to the Contractor's disadvantage and liability.
- (vii) The Contractor shall display a warning notice at the site after operation indicating that pest control chemical and has been applied. No fertilizer shall be applied in the water bodies unless instructed and approved by the Government Representative, and extra care should be undertaken when applying fertilizers near water. The Government Representative shall not be liable for any public claims due to negligence on the Contractor's part in the operation.
- (d) **Supply of Hand Wash, Toilet Paper and Signage in Toilet**
 - (i) The Contractor shall, at its own cost or expense, supply and ensure continuous supply of:
 - (1) disinfectant hand wash to the dispensers (The hand wash shall be in neutral and harmless in nature complying with the requirements of the legal provisions and other relevant legislative provisions in public health); and
 - (2) toilet paper in white color with soft double-ply tissue at toilet in the Temporary Management Office.
 - (ii) The Contractor shall provide at its own expense and display 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)" and "Caution! Cleansing Work in Progress (小心!清潔進行中!)" in connection with the performance of the Services in toilets.
- (e) **Provision of Personal Protective Equipment to Workers**
 - (i) For Workers who need to undertake outdoor cleansing work or horticultural work at the Site, the Contractor shall provide each of these Workers with wide-brimmed hats or equivalent for serving similar functions to protect them against sunshine. In addition, the Contractor shall provide them, upon request, with a portable fan to increase air flow to the worker and a pair of arm sleeves which are made of thin and vapour permeable fabric with Ultraviolet Protection Factor of at least 50, if long-sleeved working clothes for protecting them against sunshine are not provided. The Contractor shall also inform such workers of the availability of portable fans and arm sleeves accordingly for their use upon their request.
 - (ii) For Workers engaged in working at height, the Contractor shall provide safety helmets with chin straps which conform to international or national standards to the Workers to strengthen work-at-height safety, and ensure the Cleaners use it properly at work.

- (iii) The clothing provided by the Contractor should be light-coloured, air permeable and loose-fitting to enhance heat dissipation.
 - (iv) The Contractor should fully provide the Workers with training and information on prevention of heat stroke.
 - (v) The Contractor shall provide the Workers with face masks and hand sanitizers for protecting them in epidemic outbreak period.
 - (vi) The Contractor shall provide the approved breathing apparatus (if recommended in the risk assessment report and method statement) and other necessary personal protective equipment (e.g. safety helmet, safety boots, safety belt etc.) to Certified Workers who enter or work in the confined space such as to carry out special cleansing services for water tower, pump rooms, sedimentation tank and sludge holding tank.
- (f) **Provision of Repair and Maintenance of On-farm irrigation pipes and accessories**
The Contractor shall perform emergency repair and replacement services in accordance with the details on requirements and frequency as stipulated in Clause (i) Performance and Measurement Standard of Services below.
- (i) The Contractor shall carry out and complete all repair and maintenance works to on-farm irrigation pipes and accessories within twenty-four (24) hours of being notified by the Government Representative, including but not limited to repairing and replacing of pipes, valves, sprinklers, water meter, coupling/fittings and other irrigation accessories as well as tightening the leaking joints.
 - (ii) The Contractor shall employ plumbers in provision of repair and maintenance works of on-farm irrigation system as and when required by the Government Representative.
 - (iii) In case of damage or any repairs needed, the Contractor is responsible for reporting it to the Government Representative.
 - (iv) The Contractor shall carry out repair and replacement services within twenty-four (24) hours upon notification in emergency cases.
- (g) **Provision of Special Cleansing Services for Irrigation System**
- (i) The Contractor shall provide two cleansing teams to carry out special cleansing services for irrigation system starting from Stage 2.
 - (ii) The special cleansing services for irrigation pond, water tower and Pump Room 2 by **Team A** will be required every six months or as and when instructed by the Government Representative. The number of special cleansing services is estimated as **2 times** during the Contract Period. The Contractor shall provide sufficient number of employees, competent persons and qualified workers to perform the following services:-
 - (1) Clean up the irrigation pond and perform cleansing services for water tower and Pump Room 2 under dry condition; carry out necessary desilting works to remove and dispose sediment, sludge, slit and refuse in a proper manner in accordance with the relevant legislations and prevailing environmental, health and hygiene regulations required by Hong Kong Government from time to time; and
 - (2) Carry out risk assessment, prepare method statement, handle and perform

cleansing services for water tower and Pump Room 2 for working in confined space and make recommendations on safety and health measures in accordance with prevailing and relevant Hong Kong Government safety regulations and practices (including Regulation and Code of Practice for the Works in Confined Spaces).

- (iii) The special cleansing services for sedimentation tank, sludge holding tank, Pump Room 1 and bypass channel by **Team B** will be required every three months or as and when instructed by the Government Representative. The number of special cleansing service is estimated as **4 times** during the Contract Period. The Contractor shall provide sufficient number of employees, competent persons and qualified workers to perform the following services:-
- (1) Desludging of sludge holding tank and disposal of sludge properly in accordance with the relevant legislations and prevailing environmental, health and hygiene regulations required by Hong Kong Government from time to time;
 - (2) Carry out risk assessment, prepare method statement, handle and perform cleansing services for Pump Room 1, sedimentation tank and sludge holding tank for working in confined space and make recommendations on safety and health measures in accordance with prevailing and relevant Hong Kong Government safety regulations and practices (including Regulation and Code of Practice for the Works in Confined Spaces); and
 - (3) Clean up the bypass channel including its basin inlet and outlet under dry condition and carry out necessary desilting works to remove and dispose sediment, sludge, slit and refuse in a proper manner in accordance with the relevant legislations and prevailing environmental, health and hygiene regulations required by Hong Kong Government from time to time.
- (iv) The Contractor shall submit a working programme for the approval by the Government Representative at least 14 days prior to commencement of works on site.
- (v) The Contractor shall develop a safe system of work for every operation in confined spaces.
- (vi) The Contractor shall adopt all necessary safety measures and precautions and issue safety certificates in relation to work safety according to recommendations made in risk assessment report and approved method statement.
- (vii) The Contractor shall display the risk assessment report and the safety certificate in a conspicuous position at the entrance to the confined spaces.
- (viii) The Contractor shall provide at his own expense sufficient number of vehicles (including Vacuum Tanker Vehicles), equipment, materials and tools equipment in respect of the special cleansing services for the irrigation system. The Contractor shall provide temporary pumping service to maintain the flow of the irrigation system as and when required by the Government Representative.
- (ix) The quotation shall be deemed to be full inclusive values of the works to be executed and including but not limited to provision of labour, materials, equipment and plants, establishment, guarding and signing, taking precautions and safety measures, general obligations, liabilities, risk and insurance in the provision of the special cleansing services.

- (x) The Contractor shall exercise extreme care and precaution so as not to cause any damages to the installation and equipment inside the water tower, pump rooms and sedimentation tank.
 - (xi) The Contractor shall transport and dispose the materials cleared from the irrigation system at proper and legal dumping sites. The Contractor shall ensure that the works do not constitute any illegal dumping or illegal earth-filling activities under the current laws, ordinances and regulations being enforced by the Hong Kong Government.
 - (xii) The Contractor shall meet the cleansing requirements and follow procedures as set out in the Operation and Maintenance Manual. The Manual will be provided by the Government Representative upon the commencement of service.
- (h) **Site Record and Report**
- (i) The Contractor shall keep and maintain daily attendance record of his Staff showing in detail the number of Staff who are on duty together with their names, Hong Kong Identity Card numbers, posts, hours on duty, area of responsibility, arrival time and departure time which information shall either be recorded by electric time recording equipment to be supplied by the Government or manually under the supervision of the Cleansing Supervisor, as determined by the Government Representative in his absolute discretion. Such records shall be readily made available for the inspection of the Government Representative upon demand.
 - (ii) The Contractor shall provide any other information and documentation as may be requested by the Government Representative relating to the provision of the Services.
 - (iii) Notwithstanding the foregoing, the Contractor shall, as and when called upon to do so by the Government Representative, make available to him, or such other person as the Government Representative may direct, such other information which may be within the Contractor's knowledge to enable the Government Representative to verify the data contained in the aforesaid records.
 - (iv) The Government Representative may prescribe the form of the Contractor's reports, records and schedules required under the clauses of this Contract.

(i) **Performance and Measurement Standard of Services**(i) **Cleansing and Supporting Tasks for Stage 1 and Stage 2**

Items	Type	Details of Services	Minimum Frequency
Temporary Management Office	Floor	Sweep, clean and damp mop	At least once daily
	Litter bins	Empty and clean	At least once daily
	Office toilet	Clean and sanitize	At least once daily
		Add deodorizer	All the times
		Replenish consumable items such as toilet paper, hand wash etc.	All the times
	Facilities, furniture and equipment	Dust clean	At least twice monthly
	Air-condition outlets and filter	Clean	At least once monthly
Common areas (Internal footpath with surface ditch, passageway and non-agricultural fields within Agri-Park Phase 1) excluding Public Access road	Floor	Sweep and clean	At least once daily
		Collect and remove any trash, refuse, logs (including any fallen leaves, wood, grass, dirt, glass).	At least once daily
		Inspect the common areas to ensure all accumulated refuse being cleared promptly and no blockage due to refuse, debris and leaves.	All the times
		Control unwanted vegetation	At least once monthly
	Surface ditch along internal footpath	Conduct remedial works including pruning of damaged or broken branches, cleansing and removal of broken and cut branches from site as a result of damage from inclement weather.	As and when required/ instructed
		Clean and remove any accumulated debris and refuse from the surface ditch. Keep free of stagnant water and blockage at all surface ditch within boundary of the site.	Weekly or as and when required/ instructed
Storage Blocks	Rooftop Solar Panel	Dust and clean surfaces by water fed pole / soft brush.	At least twice monthly

Basic Lodging Blocks	Corridors and staircase	Sweep and clean	At least once daily
	Recycling bins	Proper sorting, storage, disposal of recyclable materials into appropriate recycling bins in accordance with the Waste Management Plan.	At least once daily
		Deliver all sorted recyclable materials to recyclers for further recycling.	At least once weekly
	Waste collection Bins	Transfer rubbish and waste collected to the nearby public/village-type refuse collection point (RCP).	At least once daily
Tree Preservation Zone and non-agricultural fields within Agri-Park Phase 1	Vegetation and Trees	Cutting of grass, trimming of shrubs and remove any unwanted vegetation.	Monthly or as and when required/ instructed
Unleased farmland	Farming area	Keep free of stagnant water and refuse in the farming area.	All the times
Stream Course within Agri-Park Phase 1	Water surface	Pick up and remove any physical obstructions such as fallen trees and branches, sediment, refuse from the stream.	At least once weekly or as and when required/ instructed
	Weirs	Remove any accumulated sediment, debris and refuse from the bottom of weirs.	At least once every two weeks or as and when required/ instructed
Irrigation pipes and accessories	Irrigation pipes and channels and associated manholes, catchpits and chambers	Desilting of irrigation pipes, channels, manholes, catchpits and chambers by manual removal of debris and refuse. Removal of sediment by high pressure water-jetting as and when necessary.	As and when required / instructed
	On-farm irrigation pipes and accessories (valves, fittings, sprinkler head etc.)	Manual removal of any accumulated debris and refuse from the pipes. Removal of sediment by high pressure water-jetting as and when necessary. Repair or replace the irrigation pipes and accessories by plumber.	As and when required/ instructed

(ii) Additional Services required for Stage 2

Items	Type		Details of Services	Minimum Frequency
Public Access Road	Embankment and crib wall		Clean any accumulated debris and other obstructions from the surface of embankment and crib wall.	At least once weekly
	Vegetation and Trees		Cutting of grass. Trimming of shrubs, groundcover vegetation and climbing plant. Remove any unwanted vegetation, dead trees and shrubs.	Monthly or as and when required/ instructed
Irrigation system (please also refer to Special Cleansing Services in clause 3(g) of this schedule)	Team A	Irrigation pond	Clean the irrigation pond and remove sediments, sludge, debris and refuse in a proper manner. Keep the basin inlet and outlet of irrigation pond clear to prevent blockage. Desludging may be required as and when necessary.	At least twice yearly
		Water tower [#]	Conduct risk assessment and prepare method statement by a Competent Person to identify the hazards to the Certified Workers entering or working in confined space.	
			Clean the water tank and remove sediments, sludge, debris and refuse in a proper manner. Keep the inlet and outlet clear to prevent blockage. Use of high pressure water-jetting as and when necessary.	
		Pump Room 2 [#]	Conduct risk assessment and prepare method statement by a Competent Person to identify the hazards to the Certified Workers entering or working in confined space.	
			Clean the pump room and remove sediments, sludge, debris and refuse in a proper manner. Use of high pressure water-jetting as and when necessary. Keep the inlet and outlet clear to prevent blockage.	

	Team B	Sedimentation tank [#] and sludge holding tank [#]	Conduct risk assessment and prepare method statement by a Competent Person to identify the hazards to the Certified Workers entering or working in confined space.	At least once every three months
			Clean the sedimentation tank and sludge holding tank, and remove sediments, sludge, debris and refuse in a proper manner. Use of high pressure water-jetting as and when necessary. Keep the inlet and outlet clear to prevent blockage.	
		Pump Room 1 [#]	Conduct risk assessment and prepare method statement by a Competent Person to identify the hazards to the Certified Workers entering or working in confined space.	
			Clean the pump room and remove sediments, sludge, debris and refuse in a proper manner. Use of high pressure water-jetting as and when necessary. Keep the inlet and outlet clear to prevent blockage.	
		Bypass channel	Clean and desilt the bypass channel by manual removal of debris and refuse. Removal of sediment by high pressure water-jetting as and when necessary. Keep the inlet and outlet clear to prevent blockage.	

[#] Classified as confined space. Cleansing services to be carried out by certified workers of Confined Spaces Operation.

Note: The frequency and services details mentioned above may be increased subject to actual operational need.

4. Provision of Security Guard Services**(a) Manpower Requirements**

(i) The number of Security Guard is required as follows:

Venue	Month	Working Days	Service Hours	No. of Guards Required	Set of Electronic Patrol System Required	Meal Break*	Net Working Hours
Basic lodging blocks and Temporary Management Office	24 months	Monday to Sunday (including Public Holidays)	<u>Evening Shift (Shift A)</u> 18:30 to 06:30 of the following day	1 Security Guard	1 Set	1 hour	11 hours
		Saturdays, Sundays and Public Holidays	<u>Day Shift (Shift B)</u> 06:30 to 18:30	1 Security Guard		1 hour	11 hours

*Meal time shall be scheduled by the Contractor with prior approval of the Government Representative according to daily operation requirements, while not interrupting the provision of the Services.

- (ii) The Contractor shall provide at least one (1) Security Guard in each of Shift A (from 18:30 to 06:30 of the following day) and one (1) Security Guard Shift B (from 06:30 to 18:30) on each working day including 1-hour meal break/rest time, failing which shall result in the deduction of payment in accordance with Clause 13 of the Conditions of Contract.
- (iii) When the Black Rainstorm Warning Signal is in force or Tropical Cyclone Warning Signal No.8 or above is in effect during the non-service hours, the Contractor should provide/ maintain on site the Security Services at the Venue. No surcharge or additional transportation fees will be paid to the Contractor for the aforesaid service.
- (iv) The Service hours and/ or manpower requirements above-mentioned may be subject to change as and when required by the Government Representative to meet the actual operational need. The Monthly Rate shall be adjusted according to the unit rates set out in Appendix C pursuant to Clause 12 of the Conditions of Contract.

(b) Duties and Responsibilities

The duties and responsibilities of Contractor's Employees shall include the following: –

- (i) The Security Guard shall:
- (1) Patrol the basic lodging blocks and Temporary Management Office following the route to be determined or agreed by the Government Representative and clock at the check points of the checking system located in the Venue area not less than 3-hour intervals (or as otherwise specified by the Government Representative);
 - (2) Station at the main entrance of lodging area with regard to the prevention of

vandalism, loitering of unauthorised persons in the lodging, fire risks, burglary, theft, any other illegal activity or unruly behaviours whatsoever. Report to the Police and the Government Representative of any breach of the law being committed or committed within the Venue forthwith after such breaches are observed by or are brought to the attention of the Contractor or its staff;

- (3) Disseminate information from the Government to tenants and assist in posting up notices in the Venue when necessary;
- (4) Keep proper register(s) of recording the visitors entering and leaving the basic lodging blocks including but not limited to the visitor's name, relationship with tenants, date and time of entry and submit such records to the Government Representative for inspection upon request;
- (5) Verify any person who acts suspiciously and check whether the person has been registered by tenant to allow access to the lodging and use his best endeavours to prevent unauthorised entry by any person to the lodging;
- (6) Report to the Government Representative and the Security Control Centre on any person who acts suspiciously at the Venue by means of portable radio transceivers or other kinds of mobile communication system, all of which are to be provided by the Contractor at his own expense;
- (7) Record and report to the Government Representative any irregularities observed during the routine patrol;
- (8) Record and report to the Government Representative any electricity failure, accident, flooding, fire or other emergencies occurring at the Venue and to provide any assistance so required. In the event of fire, to inform the Fire Services Department and, if the fire is a major outbreak, to alert all persons in the Venue;
- (9) Report to the Government Representative any damage or loss of the Government property with emergency response, e.g. windows, doors, lighting, etc;
- (10) Safeguard all properties in Temporary Management Office against theft, burglary, vandalism, sabotage and fire;
- (11) Report immediately to the Government Representative and the Security Control Centre on any fire outbreak and security related incidents and record such incidents in an Occurrence Book;
- (12) Attend to any incidents reported to him and make necessary report to the Government Representative as and when appropriate;
- (13) Operate and control all security surveillance equipment installed in the Contract Area (if applicable) and report on any alarm or emergency and carry out checks if directed by the Government Representative;
- (14) Maintain on site one Attendance Book to record the times of arrival and departure of Security Guard, their names and staff numbers, and one Occurrence

Book set out in a manner to be determined by the Government Representative. The following information shall be recorded in the Occurrence Book:

- Details of each patrol and supervisory visit;
- Details of all incidents, emergencies, damages, disturbances and the like; and
- Any other information as requested by the Government Representative;

(15) Perform any other duties as assigned by the Government Representative in relation to security services of the Venue during the Contract Period.

(ii) The Contractor shall: -

- (1) Provide the number of Security Guards according to the manpower requirements as set out in Clause 4(a)(i) above throughout the Contract Period. The shift arrangement of Security Guards shall be the Contractor's own responsibility. The Contractor shall provide adequate and competent replacement during Security Guards' absence, leave and statutory rest days. The rejected Security Guards shall not be posted again.
- (2) Provide, install and maintain in good working order at the Venue at no cost to the Government Representative throughout the Contract Period one (1) set of electronic patrol system with one (1) set patrol tour recorder, data chips safely and securely fixed at check points for not less than five (5) check points for the Security Guard on patrol duty and any other necessary hardware and software. The exact patrol routing and locations of check points and frequencies of patrol will be determined by the Government Representative and subject to change from time to time. The Contractor shall keep at all times all daily clocking/ patrol timesheet record and on demand to produce such records for inspection by the Government Representative. The Contractor must ensure the electronic patrol system shall function properly. If there is any breakdown of the system, the Contractor must report the defects to the Government Representative and provide an appropriate replacement immediately.

(c) **Employment of Contractor Employees and Manner of Superintendence**

- (i) The Contractor shall ensure that all Security Guards provided by him to execute security duties covered by this Contract are competent and efficient employees with knowledge of Chinese adequate to communicate with the Government Representative on matters concerning their duties. The Contractor shall provide supervisory staff with working experience in military/disciplined service/law enforcement institution to give proper training, supervision of and instructions to the Security Guards;
- (ii) Each of the Security Guards shall possess the following qualities and minimum qualifications:-
 - (1) Be in possession of a valid Security Personnel Permit (B) issued by the Commissioner of Police under the authority of the Security and Guarding Services Ordinance (Chapter 460);
 - (2) Be in good health and of good physique;
 - (3) Be able to deal politely but firmly with tenants and visitors;
 - (4) Have the determination and courage to investigate any suspicious incidents and

to deal with any persons acting suspiciously;

- (5) Be courteous and capable of working independently;
 - (6) Have completed primary education and be able to speak reasonable fluent Cantonese and simple English;
 - (7) Have basic knowledge of fire-fighting, first-aid and life-saving technique;
 - (8) Have had previous experience in building security of similar service; and
 - (9) Preferably have working experience in military/disciplined/law enforcement agencies.
- (iii) All Security Guards must have attended an initial training course organized by the Contractor before they take up the required duties;
- (iv) All Security Guards deployed at the Venue shall carry valid Security Personnel Permit (B) under the said Ordinance whilst on duty. Photocopies of Security Personnel Permit will not be accepted;
- (v) The Contractor should provide a list of the Security Guards to the Government Representative, giving the name, age, address and Hong Kong Identity Card number of each Security Guard and advise the Government Representative of any proposed changes at least 2 working days before;
- (vi) The Security Guards provided by the Contractor at the Venue shall wear clean and tidy uniforms and display their working identity cards with their names and photographs when discharging duties. Any uniforms and equipment (including special protective clothing and footwear (e.g. raincoat, rain boots, etc.) as the Government Representative may consider necessary and appropriate) shall be provided, maintained and replaced as necessary by the Contractor at its own costs and approved by the Government Representative. All night-shift Security Guards shall wear reflective vests, in addition to their approved uniforms for easy identification while performing night duties;
- (vii) For security guards who need to undertake outdoor security patrol work at the site, the Contractor shall provide each of these workers, upon request, with umbrella for protecting them against sunshine and a portable fan to increase air flow to the worker. The Contractor shall also inform such workers of the availability of umbrella and portable fans accordingly for their use upon their request.
- (viii) The Contract Manager shall be reached by phone at all times to receive on behalf of the Contractor directions and instructions from the Government Representative with respect to the services required to be provided by the Contractor under this Contract;
- (ix) The Security Guards provided by the Contractor shall not cause any undue inconvenience or annoyance to tenants and/or visitors;
- (x) The Contractor shall replace any Security Guards to whom the Government Representative has notified his objection on the execution of security duty, medical or other good and sufficient grounds;

- (xi) The Contractor shall be responsible for all costs and expenses required for rendering the services under this Contract, including but not limited to electronic patrol system with patrol tour recorder, a portable transceiver for each Security Guard on duty and for the Government Representative, uniforms, batons, torches, safety helmets, raincoats, all salaries and fringe benefits and employees' compensation given to the Security Guard and all his employees. The Contractor shall also ensure that all the tools and equipment are in a safe, sound and good working condition and are capable of performing the functions for which they are intended. The Government shall not make any payment to the Contractor other than the service charge for provision of the Services;
- (xii) The Contractor shall provide at its own expense to the Security Guard equipped with mobile communication system to allow contact by the Government Representative at all times; and
- (xiii) For the purpose of this Contract any act neglect or default of the Contractor's employees or his sub-contractor's employees, as the case may be, shall be deemed to be the act neglect or default of the contractor.

Contract Schedule 3
Price Schedule

Rates of charge for Provision of Cleansing and Security Guard Services
**(to contain the successful Tenderer's price proposal subject to
such modification as may be agreed with the Government)**

Contract Schedule 4
Wage Proposal for Workers

(to contain the successful Tenderer's wage proposal for Cleansing Supervisor,
 Cleaners and Security Guards subject to such modification as may be agreed with
 the Government)

Type of Staff	Monthly Wage	Basis of calculation
Cleansing Supervisor	HK\$_____	[Hourly rate of HK\$_____] On the basis of _____days per month, _____normal days per week, _____hours a day
Cleaner	HK\$_____	[Hourly rate of HK\$_____] On the basis of _____days per month, _____normal days per week, _____hours a day
Security Guard	HK\$_____	[Hourly rate of HK\$_____] On the basis of _____days per month, _____normal days per week, _____hours a day

Contract Schedule 5
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 6
Management Plan, Work Plan, Contingency Plan and Innovative Suggestions

(to contain the successful Tenderer's technical proposal on

- (a) Management Plan**
- (b) Work Plan**
- (c) Contingency Plan**
- (d) Innovation Suggestions**

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

Contract Schedule 7
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 promulgated 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: <ul 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: <ul 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 phosphonates. • 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: <ol 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 <ol 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: <ol 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: <ol style="list-style-type: none"> i. Formaldehyde donors ii. Monoethanolamine, diethanolamine, and triethanolamine alone or in compounds iii. Parabens iv. Triclosan v. Nitromusk and polycyclic musk fragrances
Hand Soaps	<ul style="list-style-type: none"> • 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.
Garden machinery (lawn mowers)	<ul style="list-style-type: none"> • Noise emissions: The declared sound intensity level should not exceed the limit of 100 dB(A) during operation. • Product components (circuit boards, electrical, electronic and plastic components) should comply with RoHS. Maximum Concentration Values of the RoHS restricted substances are: <ol style="list-style-type: none"> i. Lead: 0.1% by weight ii. Cadmium: 0.01% by weight iii. Mercury: 0.1% by weight iv. Hexavalent chromium: 0.1% by weight v. PBBs: 0.1% by weight vi. PBDEs: 0.1% by weight • The metal content in the individual battery cell should be lower than the values shown below: <ol style="list-style-type: none"> i. Arsenic ≤ 10.0 ppm ii. Cadmium ≤ 5.0 ppm iii. Lead ≤ 5.0 ppm iv. Mercury ≤ 0.1 ppm

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.