

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT**

**TENDER FOR THE PROVISION OF GOODS**

*Tender Ref. : AFCD/NP/03/24*

**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 Design and Supply of Prefabricated Toilets at the Long Valley Nature Park and Provision of Related Services for Agriculture, Fisheries and Conservation Department” and addressed to the Chairman, Tender Opening Committee, Government Logistics Department 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 17 October 2024 (date) (Hong Kong time). Late Tenders will not be accepted.

**INTERPRETATION**

**PART 1 — TERMS OF TENDER**

**PART 2 — GENERAL CONDITIONS OF CONTRACT**

The Interpretation, the Terms of Tender and the General Conditions of Contract forming part of the Standard Terms and Conditions are available for viewing and downloading from the following website:

<https://pcms2.gld.gov.hk/iprod#/ssm10701>

Copies of the above-mentioned documents can also be obtained from the following:

Procurement Division, Government Logistics Department

9/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong

(Internet Homepage – <https://www.gld.gov.hk>)

**PART 3 — SPECIAL CONDITIONS OF CONTRACT**

Attachment to this Tender Form (if any).

**PART 3A — TECHNICAL SPECIFICATIONS**

Attached to this Tender Form (if any).

**PART 3B — SCHEDULES AND ANNEXES**

Annex A- C

The Appendix A-C

The Price Schedule

The Particulars of Goods Schedule

The Compliance Schedule

The Completeness Check Schedule

The Information Schedule

The Non-collusive Tendering Certificate

Attached to this Tender Form (if any).

**PART 3C — OTHER TENDER DOCUMENTS**

The Interpretation (Supplement)

The Terms of Tender (Supplement)

Attached to the Tender Form (if any).

Dated this 6 day of September 2024

.....  
Government Representative

**PART 4 — OFFER TO BE BOUND**  
**(PLEASE SIGN AND SUBMIT THIS PART 4**  
**WITHOUT CHANGING THE ORIGINAL TEXT)**

- 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 supply all and any of the Goods at the one-time unit prices 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.
  
- 3. (Applicable only where the Terms of Tender (Supplement) of the Tender Documents require the submission of price quotation for Maintenance Services but not otherwise), I/we, the Tenderer mentioned below, do hereby agree to provide the Maintenance Services at the annual unit prices 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

:

- Notes:
- (i) *For Paper-based Tendering, the Offer to be Bound to be submitted shall be Part 4 of this Tender Form or a printed copy from a softcopy of Part 4 of this Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 4 of this Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will **not be considered further**.*
  
  - (ii) \* *For Paper-based Tendering, this Part 4 – Offer to be Bound shall be signed and submitted in the Tender before the Tender Closing Time. This signed Part 4 – Offer to be Bound to be submitted must not be a photocopy of the original, otherwise, **the Tender will not be considered further**.*
  
  - (iii) *In compliance with the restriction set out in Paragraph 14.1 (b) of the Terms of Tender, the Tenderer shall not make any alteration to the original text set out in this Part 4 – Offer to be Bound, otherwise **the Tender will not be considered further**. Deleting inapplicable word “I/ we” or “me/us” or the alternative wording denoted by # above is however not to be treated as an alteration.*

**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 purpose.

.....  
.....  
.....  
.....  
.....

Dated this ..... day of ..... 20.....

Signed by the said .....	in the presence of: .....
.....	.....
.....	.....

### **Interpretation (Supplement)**

1. The following definitions shall replace the original definitions appearing in the Interpretation Section of the Standard Terms and Conditions (Ref. No. BD-TERMS-1 (January 2024)):

<b>Terms</b>	<b>Definitions</b>
“Date of Tender Acceptance” or “Tender Acceptance Date”	means in relation to Prefabricated Toilets, the date of the Acceptance Note pursuant to Clause 9.1 of the General Conditions of Contract and this date shall be taken as the date of the Contract;
“Goods”	means the prefabricated toilets (“Prefabricated Toilets”) to be supplied by the Contractor in accordance with the requirements as specified in the Technical Specifications;
“Location(s)”	means the locations as specified in Appendix B;
“Tender Documents”	shall still have the same definition given in the Interpretation but the documents referred to in part (k) of the definition shall include Annexes A, B and C and Appendices A, B and C; and
“Warrant Period”	has the meaning given to it under Clause 13 of the Special Conditions of Contract.

2. The following new definitions shall be added to the definitions appearing in the Interpretation Section of the Standard Terms and Conditions (Ref. No. BD-TERMS-1 (January 2024)):

<b>Terms</b>	<b>Definitions</b>
“Agriculture, Fisheries and Conservation Department” or “AFCD”	means the Agriculture, Fisheries and Conservation Department of the Government;
“Date of Acceptance of offer”	means the date of the Tender Acceptance issued by the Government in accordance with Paragraph 22 of the Terms of Tender;
“F.I.S.”	means “free into store” where the Contractor bears the responsibility for the cost of delivering the Goods to the specified location and stacking of the Goods therein;
“Innovative Suggestion”	means the innovative suggestion(s)/feature(s) proposed by the Tenderer in its Tender to be assessed according to the Marking Scheme in Annex C;
“LVNP”	means the Long Valley Nature Park in the North District, New Territories, Hong Kong; and
“Works”	means all the works, duties and obligations to be carried out by the

Contractor under the Contract.

3. The following interpretation principle shall apply in addition to those specified in Clause 1 of the Interpretation Section of the Standard Terms and Conditions (Ref. No. BD-TERMS-1 (January 2024)):

Throughout the Contract, all references to the “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these respective documents as appearing in the Standard Terms and Conditions (Ref. No. BD-TERMS-1 (January 2024)).

**Terms of Tender (Supplement)**

Reference to “Interpretation”, “Terms of Tender” and “ General Conditions of Contract” shall mean these documents in BD-TERMS-1 (January 2024).

**1. Subject of Invitation to Tender**

[Paragraph 1.1 of the Terms of Tender shall be read subject to this Paragraph 1.]

Tenders are invited for Design and Supply of Prefabricated Toilets at the Long Valley Nature Park and Provision of Related Services for the Agriculture, Fisheries and Conservation Department subject to and in accordance with the Tender Documents.

**2. Applicability of WTO GPA**

[Paragraph 1.10 of the Terms of Tender shall be read subject to this Paragraph 2.]

The WTO GPA applies to this Invitation to Tender.

**3. List of Documents and Items Which Must Be Supplied by the Tenderer As Part of Its Tender Before the Tender Closing Time or Otherwise Upon Request by the Government After the Tender Closing Time (If Any Such Request is Made)**

[Paragraph 3.3 of the Terms of Tender shall be read subject to this Paragraph 3.]

The following shall be submitted as part of the Tender before the Tender Closing Time or otherwise upon request by the Government after the Tender Closing Time (if any such request is made):

- (a) Complete product information, including schematic diagram and documentary evidence, which is necessary for tender evaluation (see Paragraph 8 of the Terms of Tender (Supplement));
- (b) A point-by-point statement of compliance in the Technical Specifications as required in Paragraph 10 of the Terms of Tender (Supplement);
- (c) The documentary evidence and supporting document (if any) as listed in the Annex C;
- (d) A copy of relevant document showing that the authorised person(s) who sign(s) the "Offer to be Bound" has/have the authority to sign for and on behalf of the Tenderer as required under Paragraph 10.1(j) of the Terms of Tender (if applicable);
- (e) The information required in Table C of the Information Schedule (see Paragraph 20.2 of the Terms of Tender);
- (f) The Non-collusive Tendering Certificate signed by the Tenderer (see Paragraph 32.2 of the Terms of Tender); and

- (g) The method of providing the contract deposit in the Annex B.

**4. Tender Validity Period**

[Paragraph 4.2 of the Terms of Tender shall be read subject to this Paragraph 4.]

- (a) The default Tender Validity Period specified in Paragraph 4.2 of the Terms of Tender shall not apply.
- (b) The Tender Validity Period shall be 120 days after the Tender Closing Date.

**5. The Subject Matters Covered by the Unit Price**

[Paragraph 5.1 of the Terms of Tender shall be read subject to this Paragraph 5.]

The following shall be included and deemed to have been included in the one-time Unit Price for the Items:

- (a) The Prefabricated Toilets in full compliance with all essential features and also the desirable feature (if applicable) as stated in the Technical Specifications to be delivered to the Locations;
- (b) All design, supply, production and insurance for the Prefabricated Toilets;
- (c) The provision of delivery, installation and commissioning services, including the provision of all necessary Works, labour, insurance and all materials and accessories required for the delivery, installation and commissioning of the Prefabricated Toilets;
- (d) All inspection and testing on the Prefabricated Toilets in accordance with Clause 7 of the Special Conditions of Contract;
- (e) The provision of hiring and servicing of solar power portable toilets service in accordance with item 2 of the Technical Specifications;
- (f) The provision of Warranty Services of the Prefabricated Toilets throughout the Warranty Period in accordance with Clauses 13 and 14 of the Special Conditions of Contract; and
- (g) All other subject matters and Works to be provided and performed by the Contractor which are necessary to ensure fulfilment of the conditions specified in Clause 9.2 of the General Conditions of Contract for the issue of Acceptance Note by the Government whether stated in Contract or otherwise.

**6. Permissible Currency for Quoting the Unit Prices for Items**

[Paragraph 5.5 of the Terms of Tender and the definition of "Permissible Currency" in the Interpretation shall be read subject to this Paragraph 6.]

Apart from Hong Kong dollars, the only Permissible Currency is the US dollars. Tenders quoting currencies other than Hong Kong dollars or US dollars will not be considered further.

**7. Payment Arrangement for Items Quoted in a Permissible Currency**

[Paragraph 5.9 of the Terms of Tender shall be read subject to this Paragraph 7.]

If the prices are quoted in US dollars, unless otherwise specified by the successful Tenderer and agreed by the Government, the payment to the successful Tenderer will be made in Hong Kong dollars. The conversion rate of US dollars to Hong Kong dollars will be based on the official opening selling rate quoted by The Hongkong and Shanghai Banking Corporation Limited on the date of payment by the Government.

**8. Particulars of Goods**

[Paragraph 6.1 of the Terms of Tender shall be read subject to this Paragraph 8.]

The Tenderer shall provide complete product information, including schematic diagram, any catalogues and documentary evidence, about the Prefabricated Toilets offered for tender evaluation.

**9. Tender Samples**

[Paragraph 6.3 of the Terms of Tender shall be read subject to this Paragraph 9.]

Samples of the offered Goods are not required.

**10. A Point-by-point Statement of Compliance in the Technical Specifications**

[Paragraph 7.2 of the Terms of Tender shall be read subject to this Paragraph 10.]

- (a) In addition to Part A of the Compliance Schedule, the Tenderer shall also complete and submit a point-by-point statement of compliance in the column on the right hand side of each page of the Technical Specifications which sets out the mandatory features of the Prefabricated Toilets.
- (b) If the Tenderer does not complete the statement of compliance for a section or a sub-section of the Technical Specifications, subject to any clarification which may be requested by the Government, it shall be deemed that the Tenderer confirms its compliance with such essential features or desirable feature in that section or sub-section (as the case may be).

**11. Delivery Schedule**

[Paragraph 8 of the Terms of Tender and Clause 6 of the General Conditions of Contract shall be read subject to this Paragraph 11.]

- (a) The supply, delivery and the installation of the Goods at the Locations as specified in Appendix B shall be completed on or before 28 February 2025. The Tenderer may



propose a Deadline Delivery Date that is earlier than the Contract Date in the Compliance Schedule. If a Tenderer proposes an earlier Deadline Delivery Date and is awarded the Contract by the Government, the Tenderer will be bound by such earlier Deadline Delivery Date as part of the Contract.

- (b) The hiring and servicing of solar powered portable toilets as specified in Technical Specifications shall be provided between 1 November 2024 and 28 February 2025.

## 12. Tender Submission

[Paragraph 3.7(a) and 3.7(b) of the Terms of Tender shall be read subject to this Paragraph 12.]

A Tenderer shall note that a two-envelop system is adopted in this Invitation to Tender. The Tenderer shall submit its Tender in two (2) separate proposals, one Technical Proposal and another Price Proposal comprising the items as follows:

### (i) Technical Proposal

This proposal shall contain:

- (1) The duly signed Part 4 "Offer to be Bound" complying with all requirements set out in Paragraph 3.3(a) of the Terms of Tender;
- (2) The essential information in the Particulars of Good Schedule as required under Paragraph 3.3(c) of the Terms of Tender;
- (3) All information specified in Paragraph 3 of the Terms of Tender (Supplement) which are to be set out in the Technical Proposal; and
- (4) the Compliance Schedule and other information required in the Particulars of Goods Schedule.

### (ii) Price Proposal

This proposal shall contain the completed Price Schedule, with all item(s) fully priced, costed and totaled as appropriate.

#### 12.1 Tender submission under two-envelop system

##### (a) Paper-based Tendering

The Technical Proposal and the Price Proposal shall be placed inside two (2) separate sealed envelopes clearly marked as specified below respectively:

- (1) "Technical Proposal" (Tender Ref: AFCD/NP/03/24 – Tender for Design and Supply of Prefabricated Toilets at the Long Valley Nature Park and Provision of Related Services for Agriculture, Fisheries and Conservation Department);
- (2) "Price Proposal" (Tender Ref: AFCD/NP/03/24 – Tender for Design and Supply of Prefabricated Toilets at the Long Valley Nature Park and

Provision of Related Services for Agriculture, Fisheries and Conservation Department); and

- (3) The two (2) envelopes shall then be placed together inside one (1) large envelop, addressed, sealed and submitted in accordance with the “Lodging of Tender” section of the Tender Form and Paragraph 3.11(a)(i) of the Terms of Tender.

(b) Electronic Tendering

Tenderer shall submit the following Price Proposal and Technical Proposal as separate attachment files in accordance with a two-envelope system as follows:

- (1) Documents relating to the price information (i.e., Schedule 1 – Price Schedule) shall use file name “envelope2.doc”; and
- (2) Documents relating to the technical proposal (i.e., all other Schedules, proposals, information, forms, schedules and documents, in particular, the duly signed Offer to be Bound at Part 4, required by this Invitation to Tender but without any indication on the rates for provision of the Goods) shall use “Technical.doc” as the file name or other file name except “envelope2.doc”.

**13. Other Requirements which the Tenderer is Specifically Requested to Confirm Compliance in the Compliance Schedule**

[Paragraph 7.8 of the Terms of Tender shall be read subject to this Paragraph 13.]

- (a) In addition to Paragraph 11 of the Terms of Tender (Supplement), the successful Tenderer shall provide free Warranty Services for a period as stipulated in Clause 13 of the Special Conditions of Contract (“Warranty Period”). The Tenderer shall provide in Part C of the Compliance Schedule the Warranty Period offered together with its Tender before the Tender Closing Time.
- (b) If a Tenderer offers a Warranty Period which is less than the required numbers of months as stipulated in Clause 13 of the Special Conditions of Contract, the Tenderer’s Tender will not be considered further. If the Tenderer does not complete Part C of the Compliance Schedule, it shall be deemed that the Tenderer agrees with and is bound by the Warranty Period as stipulated in Clause 13 of the Special Conditions of Contract.

**14. Company/Business Organisation Status**

[Paragraph 10 of the Terms of Tender shall be read subject to this Paragraph 14.]

Paragraph 10.1(k) of the Terms of Tender shall not apply.

**15. Legal Opinion**

[Paragraph 10.2 of the Terms of Tender shall be read subject to this Paragraph 15.]

The legal opinion as referred to in Paragraph 10.2 of the Terms of Tender may not be required if the Tenderer has been awarded with a contract from the GLD or AFCD any time within twelve (12) months prior to this Invitation to Tender and that a legal opinion was provided for such contract.

**16. Manufacturer's Undertaking / Letter of Intent**

[Paragraph 11 of the Terms of Tender shall be read subject to this Paragraph 16.]

Neither an undertaking nor a letter of intent from the Manufacturer is required.

**17. Appointment of Sub-contractor for the Performance of the Warranty Services**

[Paragraph 12 of the Terms of Tender shall be read subject to this Paragraph 17.]

The sub-contractor's undertaking is not required and Paragraph 12.4 of the Terms of Tender shall not apply.

**18. Calculation of the Tender Price**

[Paragraph 21.1 (b) of the Terms of Tender shall be read subject to this Paragraph 18.]

The tender price to be evaluated under Paragraph 21.1(b) of the Terms of Tender shall be equal to the Estimated Contract Price in the Price Schedule.

**19. Marking Scheme and Tender Evaluation**

[Paragraph 21.1 of the Terms of Tender shall be read subject to this Paragraph 19.]

- (a) There is a Marking Scheme for this Invitation to Tender as set out in Annex C and Paragraph 21.1(a) of the Terms of Tender shall not apply.
- (b) Without prejudice to other rights and powers of the Government not to consider a Tender under other applicable provisions in the Tender Document, the evaluation of a Tender will be evaluated according to the Marking Scheme as set out in Annex C.

**20. Contact Details**

[The Appendix A shall be read subject to this Paragraph 20.]

The correspondence and notices mentioned in paragraph (a) of the Appendix A in relation to the Goods shall be addressed to the Government Representative provided at part (1) of the Appendix A.

**21. Acceptance of Innovative Suggestions**

- (a) The Government may, at its absolute discretion, accept one or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted

Innovative Suggestions as found in the Innovative Suggestion Schedule in the version attached to the Memorandum of Acceptance shall form part of the Contract.

- (b) The Innovative Suggestions comprising the Pro-innovation Proposals and/or ESG Proposals in the Table D – Pro-innovation Proposals and ESG Proposals of the Information Schedule are, amongst others, those items which fall within Paragraph 3.5 of the Terms of Tender. They shall be submitted as part of its Tender before the Tender Closing Time or otherwise the Government will evaluate the Tender on an “as is” basis. However, the Government may, but is not obliged to, request clarification or submission of any factual information or document to support any claim or proposal in the Innovative Suggestions under Paragraph 16.1 of the Terms of Tender.

## **22. Briefing Session**

- (a) A tender briefing session will be held for this Invitation to Tender. Interested Tenderers are recommended to attend the tender briefing session before submitting their Tenders in order to fully acquaint themselves with the requirements in the Tender Documents. Details of the briefing session are as follows:

Date: 13 September 2024 (Tuesday)

Time: 10:00 a.m.

Venue: Long Valley Plaza, Long Valley Nature Park, Sheung Shui

Tenderers wishing to attend the tender briefing session must complete and return by facsimile or email the reply slip at Annex A before 12:00 on 12 September 2024.

- (c) Each Tenderer should send no more than two (2) representatives to attend the tender briefing session.

## **23. Enquiries**

- (a) Subject to Paragraph 23(b) below, any enquiries from a prospective Tenderer concerning the Tender Documents (other than matters concerning the Technical Specifications and user requirements) up to the date of the Tenderer lodging its Tender with the Government must be made in writing to the Director of Agriculture, Fisheries and Conservation (Attn.: Supplier Officer) by facsimile on number (852) 2735 4516.
- (b) Any enquiries from a prospective Tenderer relating to the Technical Specifications or any of the user requirements up to the date of the Tenderer lodging its Tender with the Government must be made in writing to the Director of Agriculture, Fisheries and Conservation (Attn.: Field Officer I/ Nature Park 3) by facsimile on number (852) 2631 9162.

### **Special Conditions of Contract**

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (January 2024).

**1. Contract Period**

[Clause 1.1 of the General Conditions of Contract shall be read subject to this Clause 1.]

Subject to any provisions for earlier termination or extension of this Contract, this Contract shall be effective from the Contract Date and ending on the date of expiry of the Warranty Period, both dates inclusive.

**2. Additional Contractor’s Acknowledgement and Contract Performance**

[Clause 2 of the General Conditions of Contract shall be read subject to this Clause 2.]

In addition to the Contractor’s acknowledgement and contract performance as set out in Clause 2 of the General Conditions of Contract, the Contractor hereby warrants, represents and undertakes that:

- (a) notwithstanding anything in the Contract to the contrary, and regardless of whether the Contractor appoints any sub-contractor for performing any of the Work, it is hereby agreed that the Contractor is the primary obligor responsible for performing the Works including the supply of the Prefabricated Toilets and that the Government relies on the professional skill, care and judgment of the Contractor in respect of the same. Without prejudice to the generality of the foregoing, the Government relies on the professional judgment and expertise of the Contractor to ensure that the Prefabricated Toilets is fit for the purposes for which it is intended as specified in the Technical Specifications;
- (b) the Contractor shall, through the Government Representative, keep the Government informed of all matters related to its obligation assumed under the Contract within the knowledge of the Contractor and shall answer all reasonable enquiries received from the Government Representative;
- (c) in relation to the supply and installation of the Goods, the Contractor shall carry out the installation, connection and modification works with all due and reasonable diligence and dispatch to the satisfaction of the Government;
- (d) the Contractor shall, through the Government Representative, keep the Government informed of all matters related to its obligation assumed under the Contract within the knowledge of the Contractor and shall answer all enquiries received from the Government;
- (e) all data, equipment and materials (tangible or intangible) supplied to the Contractor by the Government for the purposes of this Contract shall remain the exclusive property of the Government and shall be returned in good and functional condition on or before the Tender Acceptance Date or such later time as the Government Representative may agree; and
- (f) The Contractor shall allow the Government Representative at any time during the production of the Prefabricated Toilets:

- (i) examine and check the Prefabricated Toilets or any part thereof;
- (ii) examine and check any materials used, or intended to be used, in the production of the Prefabricated Toilets; and
- (iii) examine and check any equipment, or intended to be fitted, in the Prefabricated Toilet.

### **3. Additional Warranties**

[Clause 3 of the General Conditions of Contract shall be read subject to this Clause 3.]

In addition to the Warranties set out in Clause 3 of the General Conditions of Contract, the Contractor hereby warrants that:

- (a) The Contractor shall provide all necessary services for the design, production and delivery of five (5) Prefabricated Toilets at the Locations as shown in Appendix B.
- (b) The Contractor shall provide a short-term service of hiring and servicing of solar powered portable toilets, including a total of six (6) units of regular type solar powered portable toilets and two (2) units of the type for persons with disabilities at the LVNP as shown in Appendix B.
- (c) The Contractor shall perform the Works including without limitation the following in accordance with the requirements and specifications set out in the Contract,
  - (i) design, produce, assemble, commission and test the Prefabricated Toilets at the Locations in accordance with the Contract;
  - (ii) supply the Deliverables to the Government;
  - (iii) provide the Warranty Services in accordance with Clauses 13 and 14 below; and
  - (iv) provide other Works hereinafter described on the terms and conditions hereinafter contained.
- (e) The Contractor shall comply with all instructions, orders or directions that may from time to time be given by the Government Representative.
- (f) The Prefabricated Toilets and solar power portable toilets shall be produced of such materials as specified in the Technical Specifications or in the absence of any such specifications, as may be approved by AFCD.
- (g) The Contractor shall be responsible for any discrepancies, errors, or omissions in the approved plans, drawings and particulars supplied.
- (h) All plans, drawings and particulars relating to the production of each part of the Prefabricated Toilets shall be submitted to AFCD for examination and approval before the Contractor commences the Works on the production of that part of the Prefabricated Toilets to which the plans, drawings or particulars are related.
- (i) Without prejudice to other rights and claims of the Government, the Contractor shall at its

own cost and expense carry out any alterations or remedial works necessitated by reason of the discrepancies, errors, or omissions and modify the approved plans, drawings and particulars accordingly, or if the same be done by or on behalf of the Government, the Contractor shall reimburse the Government all costs and expenses incurred by the Government.

- (j) Regardless of whether or not the Intellectual Property Rights of any Deliverables belong to the Contractor, the Contractor hereby grants, and procures at its own cost and expense that the relevant Intellectual Property Rights owner shall grant in favour of the Government, its successors-in-title, assigns and authorised users a world-wide, perpetual, royalty free, nonexclusive, sub-licensable, transferable and irrevocable licence to use, reproduce, modify, edit, merge, make derivative works, translate, enhance all and any of the Deliverables (“Licence”). All Intellectual Property Rights of whatever nature in such modification, editing, merging, derivative works, translation and enhancement shall belong to and shall be and remain vested in the Government, assigns or successors-in-title (as the case may be) absolutely as soon as they are created. For the avoidance of doubt, any such Licence granted shall not be terminated notwithstanding any early termination or expiry of the Contract. The Licence (regardless of the identity of the licensor) shall take effect from the date of delivery of the Deliverables to the Government.
- (j) Throughout the Tender Documents, there are specifications and instructions to the Contractor on what it shall include in its Works plan for AFCD’s approval. To the extent the Contractor has submitted a Works plan in relation to any matter which complies fully with all applicable specifications and instructions, the Contractor shall carry out such plan in the provision of the Works. Upon request by AFCD, the Contractor shall, at no additional charge to the Government, submit to the Government a revised Works plan for approval during the Prefabricated toilets design stage, or otherwise at such other time as elsewhere required in the Contract if the non-compliant/missing/unclear plan relates to the Prefabricated toilets; or prior to the commencement of the Warranty Services before the Warranty Period, or at such other time as elsewhere required in the Contract, as the case may be, for any plan relating to such Works, as the case may be. All submitted replacement plan as approved by the AFCD shall form part of the Contract and replace the original non-compliant or unclear plan and shall be carried out by the Contractor at no additional charge to the Government.

#### **4. Total Maximum and Minimum Quantities**

[Clause 4 of the General Conditions of Contract shall be read subject to this Clause 4.]

Clauses 4.1 to 4.4 of the General Conditions of Contract shall not apply.

#### **5. Price Variation**

[Clause 5 of the General Conditions of Contract shall be read subject to this Clause 5.]

The prices specified in the Price Schedule shall remain valid and fixed throughout the Contract Period, and shall not be subjected to any adjustment.

#### **6. Order and Delivery**

[Clause 6 of the General Conditions of Contract shall be read subject to this Clause 6.]

- (a) Clause 6.3 of the General Conditions of Contract shall apply. The Contractor shall deliver

and install the Prefabricated toilets by the Deadline Delivery Date to the Location on a F.I.S. basis.

- (b) Clauses 6.1, 6.2, 6.4, 6.5, 6.6, 6.7 and 6.10 of the General Conditions of Contract shall not apply.

## **7. Inspection and Test**

[Clause 8 of the General Conditions of Contract shall be read subject to this Clause 7.]

- (a) The Prefabricated Toilets shall be subject to on-site acceptance tests specified in Clauses 7(b) below. All of foregoing shall form part of the “Acceptance Tests” as defined in Clause 8.1 of the General Conditions of Contract.
- (b) The Acceptance Tests shall be conducted after delivery and installation of the Prefabricated Toilets and at a time to be agreed with the Government Representative. The Contractor shall be responsible for the supply of all necessary materials and consumables for conducting the on-site acceptance tests. During the on-site acceptance tests, the Contractor shall demonstrate that the functions and performance of the Prefabricated Toilets in the presence of the Government Representative are in compliance with the Technical Specifications.
- (c) Upon completion of the Acceptance Tests, the Contractor shall within two (2) weeks submit to the Government Representative the as-built drawing of Prefabricated Toilets, including the electricity appliance detail, in a format agreed with the Government Representative for approval. The Contractor shall make any reasonable amendments to the as-built drawing as the Government Representative may require.
- (d) From the date of commencement of the Acceptance Tests, the Government shall be entitled to use the Prefabricated Toilets at no cost and the Contractor shall provide free of charge such maintenance services for the Prefabricated toilets as may be necessary to maintain them in full working order until they are accepted by the Government.

## **8. Acceptance and Passing of Title**

[Clauses 9.1(b) and 11.2 of the General Conditions of Contract shall be read subject to this Clause 8.]

Clauses 9.1(b) and 11.2 of the General Conditions of Contract shall not apply.

## **9. Rejections**

[Clause 10 of the General Conditions of Contract shall be read subject to this Clause 9.]

- (a) Pursuant to Clause 10 of the General Conditions of Contract, the Government Representative from AFCD may at any time during the production of the Prefabricated Toilets reject or suspend the production of the Prefabricated Toilets until the Contractor rectify to the satisfaction of AFCD that the production of the Prefabricated Toilets or any part thereof or any material used, or intended to be used, in the production of that Prefabricated Toilets or any equipment fitted, or intended to be fitted, in that Prefabricated Toilets if he has reasonable grounds for believing that:-
  - (i) Prefabricated toilets or any part thereof has not been produced in accordance with



plans, drawings or particulars approved by AFCD;

- (ii) any material used, or intended to be used, in the production of that Prefabricated Toilet is not in accordance with the Technical Specifications or otherwise not having been approved by AFCD or are defective;
  - (iii) any equipment fitted, or intended to be fitted, in that Prefabricated Toilet is not in accordance with the technical specifications or otherwise not having been approved by AFCD or is defective; or
  - (iv) the standard of workmanship employed in the production of that Prefabricated Toilet does not meet the AFCD's requirements.
- (b) AFCD shall, by notice in writing served on the Contractor, state:
- (i) the reasons for the rejection under Sub-clause (a) above of that Prefabricated Toilet or any part thereof or any of its materials or Equipment; and
  - (ii) the action which the Contractor shall take in order to remedy the specified defect or fault in the production of that Prefabricated Toilet.
- (c) On receipt of a notice under Sub-clause (b) above, the Contractor shall take such action within the time period as may be required by AFCD in the notice to the satisfaction of AFCD.
- (d) The Government shall not be responsible or liable for any expense incurred by the Contractor in taking such action as may be required in any such notice.

**10. Liquidated Damages for Delay**

[Clauses 10.3(h) and 10.11 of the General Conditions of Contract shall be read subject to this Clause 10.]

Clauses 10.3(h) and 10.11 of the General Conditions of Contract shall not apply.

**11. Payment Timetable**

[Clause 14 of the General Conditions of Contract shall be read subject to this Clause 11.]

- (a) In addition to the subject matters mentioned in Clause 14.5 of the General Conditions of Contract, the Contract Price is inclusive of, and is deemed to be inclusive of the subject matters specified in Paragraph 5 of the Terms of Tender (Supplement).
- (b) Clauses 14.2(b), 14.3, 14.6, 14.7 and 14.9 of the General Conditions of Contract shall not apply.
- (c) The 100% of the estimated contract price shall be payable upon the issuance of Acceptance Note for the Goods.

**12. Issue of Invoices**

[Clause 14.8 of the General Conditions of Contract shall be read subject to this Clause 12.]

Notwithstanding anything in the General Conditions of Contract, invoices for the Contract Price of the Prefabricated Toilets or for other payment shall be issued to the following postal address and marked for the attention of the following officer:

Nature Park Division  
Agriculture, Fisheries and Conservation Department  
5/F, Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road,  
Kowloon, Hong Kong  
(Attn.: Nature Park Officer (Planning and Administration))

**13. Warranty Period**

[Clause 15.1 of the General Conditions of Contract shall be read subject to this Clause 13.]

- (a) The Warranty Period specified in Clause 15.1 of the General Conditions of Contract shall not apply.
- (b) Without prejudice to the rights and claims of the Government arising from any breach of the Warranties, the Contractor shall, for a period of twelve (12) months after the date of the Government's acceptance of any Goods ("Warranty Period"), provide the Warranty Services as and when requested by the Government.

**14. Warranty Services**

[Clauses 15.2 and 15.3 of the General Conditions of Contract shall be read subject to this Clause 15.]

- (a) The Contractor shall provide all spare parts and special tools that are required for maintaining the production and operation of the Prefabricated Toilets in its full working order at no additional charge to the Government during the Warranty Period.
- (b) During the Warranty Period, the Contractor shall deliver to the Government amendments to the maintenance of the Prefabricated Toilets free of all charges to the Government.
- (c) The Contractor shall, at its own expense, make good to the satisfaction of the Government Representative any defects on the Prefabricated Toilets due to poor workmanship or faulty design which may arise during the Warranty Period. Parts which have been replaced under this Clause shall have a warranty period of twelve (12) months after the date of the Government's acceptance of the replaced parts.
- (d) The Contractor undertakes and warrants that it shall respond to any service call within forty-eight (48) hours when the service call is made.
- (e) The Contractor shall provide all necessary transport, spare parts, labour and materials, tools and testing instruments required for the corrective maintenance and rectification.
- (f) The Contractor shall perform final inspection and acceptance tests of the Prefabricated Toilets for each repair order at no additional charge to the Government to prove that the Prefabricated Toilets function properly after repair.

**15. Insurance**

[Clause 26.1 of the General Conditions of Contract shall be read subject to this Clause 15.]

The insurance policies specified in Clause 26.1.1 of the General Conditions of Contract shall not be required.

**16. Sub-contracting Arrangements**

[Clause 29.1 of the General Conditions of Contract shall be read subject to this Clause 16.]

Notwithstanding Clause 29.1 of the General Conditions of Contract, the Contractor shall appoint all Manufacturer(s) named in the Particulars of Goods Schedule and the sub-contractor(s) named in Table B of the Information Schedule (if any) to undertake such part of the Works as specified therein. None of the Manufacturer(s) or the sub-contractor(s) shall be replaced unless prior written approval has been given by the Government.

**17. Passage and Transport**

- (a) The Contractor shall, at its own cost, be responsible for the passage of its employees, agents and sub-contractors from places outside Hong Kong to Hong Kong or vice versa for the performance of the Contract.
- (b) The Contractor shall, at its own cost, be responsible for providing transportation within Hong Kong for its employees, agents and sub-contractors and its equipment.

**16. Pollution and Litter**

The Contractor shall carry out the Works in such a manner as to minimise adverse impacts on the environment during execution of the Works. In particular, it shall arrange its method of work to minimise pollution and any other effects on the environment, adjacent areas, on the transport routes and at the loading areas. All litter and unwanted materials shall be removed and disposed of at the cost of the Contractor.

**17. Technology Substitution**

- (a) During the continuance of this Contract, the Contractor undertakes to offer to the Government and the Government may at any time before delivery of any units of the Goods and at its sole option elect to accept any units of products in substitution for any units of the Goods where the substitute units contain new technology or have performance characteristics similar to or better than the relevant units of the Goods supplied under this Contract.
- (b) Such substitute units shall be offered to the Government at the Contractor's then prevailing prices including discount offered to the Contractor's most favoured customers for the same items, in the same quantities, and on substantially similar terms and conditions, delivery schedule, and place of performance. In the event that the Government elects to accept the substitute units for the Contract, the provisions of this Contract shall apply to such substitute units.

**18. Failure to deliver Accepted Innovative Suggestions**

- (a) The Contractor undertakes and warrants that it shall perform the Contract in full compliance with all Accepted Innovative Suggestions. In the event that the Contractor fails to deliver any of the Accepted Innovative Suggestions, the Contractor shall, subject to Clause 18(b) and 18(c) below, pay to the Government a sum of money calculated according to the following formula as liquidated damages (but not as penalty) for EACH of such Accepted Innovative Suggestions which it fails to deliver:

$$C \times W(T) \times \frac{M(IS)}{M(TP)} \times \frac{Q}{TQ}$$

Where

C	=	the Contract Price
W(T)	=	the weighting, expressed as a percentage, of the technical assessment in the overall marking scheme (i.e. 50%)
M(IS)	=	the marks that would be given to one (1) Innovative Suggestion in accordance with the marking scheme (regardless of whether marks are actually given to the relevant Accepted Innovative Suggestion that the Contractor fails to deliver)
M(TP)	=	the maximum technical marks for the Technical Proposal in the marking scheme (i.e. 80 marks)
Q	=	the quantity of the Goods in respect of which the Contractor fails to deliver the relevant Accepted Innovative Suggestion
TQ	=	total quantity of the Goods in the Contract

The amount calculated in accordance with the above formula represents a reasonable sum proportionate to the Government’s legitimate interest in the enforcement of the relevant Accepted Innovative Suggestion.

- (b) The number of Accepted Innovative Suggestions which the Contractor fails to deliver and upon which liquidated damages are payable under Clause 18(a) above shall not exceed the maximum number of Innovative Suggestions to which marks could be awarded to a tenderer in the tender evaluation process.
- (c) The aggregate amount of liquidated damages payable pursuant to Clause 18(a) above may not exceed 12.5% of the Contract Price in any event.

**Technical Specifications**

(To be completed and return together with the Tender)

Notes:

1. All requirements listed in the Technical Specifications are mandatory features.
2. A Tenderer's Tender that fails to comply with any of the mandatory features will not be considered further.

**Item 1: Supply and Installation of Prefabricated Toilets**

	Description	Comply	Not Comply (Please provide details)
<b>1</b>	<b>General Requirement</b> (Please tick as appropriate)		
(a)	The Contractor shall provide design, supply and install five (5) numbers of prefabricated toilets at the locations as shown in Appendix B. The exact locations shall be confirmed on site by the Government Representative(s).  The Government may vary the schedules of supply and the locations of installation as specified in Appendix B to meet the operational need.		
(b)	The Contractor shall design, supply and install:		
	(i) One (1) number of type A prefabricated toilet which comprises of five (5) unisex cubicles and one (1) storeroom.		
	(ii) Two (2) number of type B prefabricated toilets which comprises of two (2) unisex cubicles and one (1) storeroom.		
	(iii) One (1) number of type C prefabricated toilets which comprises of three (3) unisex cubicles and one (1) storeroom.		
	(iv) One (1) number of type D prefabricated toilets for persons with disabilities.		
(c)	The design of the prefabricated toilets shall follow the relevant standard and regulation of the Government, which may be updated from time to time, including but not limited to proper collection and disposal of waste, barrier free design, green specification and occupational safety.		
(d)	The figure and calculation of prefabricated toilets shall be validated by the Contractor. Engagement of professional staff shall be at the Contractor's own cost for such calculation and		

	validation.		
(e)	The Contractor shall be responsible to disassemble the pre-existing Solar Powered Portable Toilets for installation the prefabricated toilets at Location 1 to 4 as shown in Appendix B.		
(f)	The serviceable life of prefabricated toilets shall not be less than five (5) years.		
<b>2</b>	<b>General Design and Specifications for Prefabricated Toilets</b>		
	Sketches of type A to D prefabricated toilets are as shown in <b>Appendix C</b> . The sketch is not to the scale. The detailed design and relevant drawing shall be submitted by the Contractor within ten (10) working days from the date of Letter of Acceptance for the Government Representative's consideration and approval.		
<b>(a)</b>	<b>Electricity Supply System</b>		
(i)	Electricity supply system should be equipped with function of interchangeable power source switch from solar to alternating current power when sunlight is insufficient.		
(ii)	<p>The Contractor is required to design, supply and install a solar power system of</p> <ul style="list-style-type: none"> <li>i) at least 2-kilowatt (kW) Photovoltaic (PV) for type A;</li> <li>ii) at least 1-kilowatt (kW) PV for type B and C;</li> <li>iii) at least 150 watt PV for type D</li> </ul> <p>with grid compactable inverter, circuit breaker, connectors, wiring works, structurally support, controller, batteries, DC switch disconnector, AC switch disconnector and all necessary accessories for the various electrical appliances and installation.</p> <p>The system can be connected to the grid supply which allows electricity to be drawn from the grid supply to back up the system and secure a continuous electrical supply. The grid-compatible inverter can convert the photovoltaic array's direct current output to alternating current at the same voltage and frequency as the grid supply. A charge regulator is required to prevent overcharging and excessive discharging of the batteries.</p> <p>The expected lifetime of the PV modules should not be less than ten (10) years.</p>		
(iii)	The Contractor shall provide and be responsible for the necessary electrical work for the solar power panel system and the associated connection work.		
(iv)	The supporting frame of the solar panel shall be made with stainless steel or equivalent material.		

(v)	The battery of the solar power system of type A, B and C shall be 12 Volts, Direct-Current 800-ampere hour solar deep cycle battery while that of type D shall be 12 Volts, Direct-Current 100-ampere hour solar deep cycle battery. The battery boxes shall be made with stainless steel.		
(vi)	The Contractor shall provide all power cables, wirings, switchgears, distribution boards, control panels and all accessories necessary, at his own cost, for the completion of the installation and connection work and to the satisfaction of the Government Representative. The Contractor shall submit drawings indicating the route of the distribution system, arrangement of switchgears, distribution boards, sizes and types of cables in all cable ducts for approval and record, when appropriate.		
(vii)	The electrical supply and distribution system shall comply with requirements and regulation in relation to Electricity Safety and Building Safety, including the Institute of Electrical Engineers (IEE) Wiring Regulations, Electricity Ordinance, Supply Rules and Installation Guide Book of the power supply company.		
(viii)	The Contractor shall arrange registered electrical worker(s) of appropriate grades to carry out the electrical work.		
(ix)	The power of solar power system shall support the operation of ventilation fan(s), Light-emitting diode (LED) lighting and all electronic appliances to be installed at the prefabricated toilets for at least 24 hours.		
<b>(b)</b>	<b>Water Supply System</b>		
(i)	The Contractor shall apply to the Water Authority for connecting permanent water supply and all water connection works. All plumbing works shall be in accordance with the requirements of Water Supplies Department and carried out by a plumber licensed under the Waterworks Regulations.		
<b>(c)</b>	<b>Structural Requirement</b>		
(i)	The prefabricated toilets shall be assembled with stainless steel at the grade of 304 or equivalent with honeycomb panel wall.		
(ii)	The prefabricated toilets shall be structurally strong enough and resistant to outdoor environment, including flooding, typhoon and other inclement weather conditions as well as withstand regular and frequent use by members of the public.		
(iii)	The design and built shall be certified by an Authorized Person/Registered Structural Engineer as appropriate at the Contractor's own cost.		
(iv)	The roof of the prefabricated toilets shall be designed with fall		

	gradient and all run off shall be properly drained away by rain gutters and downpipes. The roof shall be composited with heat insulated honeycomb panel.		
<b>(d)</b>	<b>External Design and Foundation</b>		
(i)	Proper site formation, including provision of foundation, shall be carried out at the own cost of the Contractor for supporting the prefabricated toilet, Corridor and non-slippery staircase. The foundation shall match with the surrounding natural environment, e.g. formed by cultured stone.		
(ii)	The appearance shall match with the surrounding natural environment, including colour and texture. Any reflective materials shall be avoid.		
(iii)	The external wall of the prefabricated toilets shall compose of heat insulated wooden panel or other equivalent materials, which are strongly corrosive-resistant, resistant to outdoor environment, including flooding, typhoon and other inclement weather conditions.		
(iv)	Railing of not less than 1100 mm height shall be provided for any raised platform.		
(v)	Access to the rooftop shall be provided and lockable, e.g. cat ladder. The access shall be constructed by stainless steel or equivalent material.		
<b>(e)</b>	<b>Sewage Holding Tank</b>		
(i)	The sewage holding tank shall be made of stainless steel, or other equivalent material that is strongly corrosive-resistant and resistant to outdoor environment, including flooding, typhoon and other inclement weather conditions.		
(ii)	Opening at the outer wall of the holding tank shall be provided for sewage removal. A ventilation pipe shall be connected to the sewage holding tank and its opening shall be provided with a rain cover.		
(iii)	A check point for sewage holding tank shall be provided with marking of the loading of sewage holding tank to facilitate the inspection.		
<b>(f)</b>	<b>Internal Design</b>		
(i)	The size of each toilet cubicle shall not be less than 1100 mm (Length) x 1500 mm (Width) and the storeroom shall not be less than 1000 mm (Length) x 1500 mm (Width).		
(ii)	Each toilet cubicle, including the type D prefabricated toilet, shall		



	<p>include:</p> <ul style="list-style-type: none"> <li>- one toilet seat of hand free design;</li> <li>- one mirror of not less than 600 mm (Length) x 450 mm (Width);</li> <li>- three cloth hooks of loading capacity not less than 10 kg;</li> <li>- one ventilation fan of 150 mm diameter;</li> <li>- one floor drain;</li> <li>- one lockable jumbo roll toilet paper holder;</li> <li>- one automatic soap dispenser;</li> <li>- one automatic disinfectant dispenser;</li> <li>- one stainless steel rack of loading capacity not less than 15 kg;</li> <li>- one rubbish bin with lid with a volume of not less than 10L; and</li> <li>- one washing basin and one automatic faucet.</li> </ul> <p>Trap or value of drain and toilet seat shall be included for preventing odor from the sewage holding tanks.</p>		
(iii)	<p>Each storeroom shall include:</p> <ul style="list-style-type: none"> <li>- one electric fan with a diameter of not less than 200mm;</li> <li>- two cloth hooks of loading capacity not less than 10 kg;</li> <li>- one ventilation fan of 150mm diameter;</li> <li>- one stain less steel rack of loading capacity not less than 15 kg; and</li> <li>- two 13A power sockets.</li> </ul>		
(iv)	Toilet cubicles and storeroom shall be enclosed by proprietary partitions and doors. The partitions and doors shall be fitted up to the ceiling.		
(v)	Heat insulated honeycomb panel or equivalent materials shall be used for internal wall. It shall be water resistant and durable. Light-colour paint, such as light grey, shall be used for the top portion of the wall surface to facilitate maintenance.		
(vi)	Aluminum made louver shall be provided at the top of the wall panels of the opposite side for each toilet cubicle and storerooms, to enhance the air ventilation. Insect nets shall be installed at all louver.		
(vii)	<p><u>For type A, B and C Prefabricated Toilets (what about type D?)</u></p> <p>Low water absorption tiles of not less than 300 mm x 300 mm shall be used. Water absorption of the tiles shall be less than 0.5% and impervious or equivalent to ISO13006-10545/98. They shall be non-slippery with slip resistance valuation group R11 or equivalent, and easy for cleansing.</p>		
(viii)	<p><u>For type A, B and C Prefabricated Toilets (what about type D?)</u></p> <p>Grouting between floor tiles shall be low water absorbent and be effectively sealed. Skirting tiles shall match with the floor tiles and be 100 mm high covering the junction of floor and wall.</p>		
(ix)	Honeycomb panel or equivalent materials shall be used for doors of toilet cubicles. The door of each toilet cubicle shall be		

	lockable and with an indicator showing the cubicle is in use. A 300 mm (Length) x 300 mm (Width) aluminum louver covered by insect net shall be provided at the lower part of the door.		
(x)	<p>Warm white Light-emitting diode (LED) lightings shall be provided with automatic sensor connected and installed for the outdoor area, each toilet cubicle and each storeroom. At least one LED lighting shall be provided the staircase and corridor respectively.</p> <p>The average illuminance of the corridor and other outdoor area shall reach 15 lux and the color temperature shall be 3000 Kelvin's scale (K) while that of each cubicle and each storeroom shall reach 30 lux and the color temperature shall be 4500K.</p>		
(g)	<b>Staircase</b>		
	The design of staircase shall up to barrier free standard and in compliance with the Building Ordinance (Chapter 123 of the Laws of Hong Kong). They shall be non-slippery (with slip resistance valuation group R11 or equivalent), and easy for cleansing.		
<b>3</b>	<b>Detail Design and Specifications for Prefabricated Toilets</b>		
3.1	Type A prefabricated toilet - comprises of five (5) unisex cubicles and one (1) storeroom		
(i)	The overall size of the type A prefabricated toilet shall not be less than 7800 mm (Length) x 2500 mm (Width) x 3100 mm (Height), including sewage holding tank, corridor and the rooftop.		
(ii)	The staircase shall not be less than 1500 mm (Length) x 1000 mm (Width) with stainless steel handrails provided. The height of handrails shall not be less than 1100mm.		
(iii)	The width of the corridor part shall not be less than 1000mm.		
(iv)	The carrying capacity of the sewage holding tank shall not be less than 11 m <sup>3</sup> . The sewage holding tanks shall form the base of prefabricated toilet.		
(v)	One (1) washing basin of not less than 1400mm (Length) x 2500mm (Width) shall be provided at the corridor area and near the staircase. Two (2) automatic faucets with two automatic soap dispenser shall be provided for said washing basin.		
(vi)	One (1) lockable water tap shall be provided outside the storeroom for cleansing purpose.		
(vii)	Wooden panel or other equivalent materials shall be provided along the perimeter of the prefabricated toilet for decoration purpose.		

3.2	Type B prefabricated toilet - comprises of two (2) unisex cubicles and one (1) storeroom		
(i)	The overall size of the type B prefabricated toilet shall not be less than 3200 mm (Length) x 1500 mm (Width) x 2300 mm (Height), including sewage holding tank, corridor and the rooftop.		
(ii)	The staircase shall not be less than 1500 mm (Length) x 1000 mm (Width) with stainless steel handrails provided. The height of handrails shall not be less than 1100mm.		
(iii)	The width of the corridor part shall not be less than 1000mm.		
(iv)	The carrying capacity of the sewage holding tank shall not be less than 4 m <sup>3</sup> . The sewage holding tanks shall form the base of prefabricated toilet.		
(v)	One (1) lockable water tap shall be provided near the staircase for cleansing purpose.		
3.3	Type C prefabricated toilet - comprises of three (3) unisex cubicles and one (1) storeroom		
(i)	The overall size of the type C prefabricated toilet shall not be less than 6000 mm (Length) x 2100 mm (Width) x 2300 mm (Height), including the rooftop and coverage of canopy.		
(ii)	Canopy shall be provided of not less than 600 mm width for covering the entrance of toilet cubicles and storeroom.		
(iii)	One washing basin with automatic faucet shall be provided outside the storeroom.		
(iv)	The carrying capacity of the sewage holding tank shall not be less than 4 m <sup>3</sup> . The sewage holding tank shall be installed next to the prefabricated toilet and middle tank with pump would be required as necessary for pumping the sewage.		
(v)	Wooden panel or other equivalent materials shall be provided along the perimeter of the prefabricated toilet for decoration purpose.		
3.4	Type D prefabricated toilet – for persons with disabilities		
(i)	The overall size of the type D prefabricated toilet shall not be less than 1600 mm (Length) x 1950 mm (Width) x 2300 mm (Height), including the rooftop.		
(ii)	Canopy shall be provided of not less than 600 mm width for covering the entrance of toilet.		
(iii)	Railing and other provision for fulfilling barrier free standard shall be provided.		

(iv)	The carrying capacity of the sewage holding tank shall not be less than 0.45 m <sup>3</sup> .																															
(v)	The floor inside the toilet cubicle shall be made with corrugated aluminum plate.																															
(vi)	Baby changing station shall be provided.																															
4	Miscellaneous																															
(i)	Composite signage of aluminum panels shall be provided and mounted on the wall panel or otherwise as specified by the Government Representative on-site.																															
(ii)	The composite signage to be provided as follows: <table><tr><th>Content</th><th>Quantity</th><th>Location</th></tr><tr><td>Toilet sign (gender/ universal)</td><td>13</td><td>Each toilet cubicle</td></tr><tr><td>嚴禁吸煙 No Smoking</td><td>13</td><td>Each toilet cubicle</td></tr><tr><td>小心地滑 Caution: Wet Floor</td><td>18</td><td>(1) Each toilet cubicle; and (2) Corridor</td></tr><tr><td>請勿在廁所洗滌 衣物/ 農具 No washing of clothing or farming tools</td><td>14</td><td>(1) Each toilet cubicle; and (2) Corridor</td></tr><tr><td>請蓋好廁板再沖 廁 Close the toilet lid and flush after use</td><td>13</td><td>Each toilet cubicle</td></tr><tr><td>梘液 Soap</td><td>15</td><td>Each soap dispenser</td></tr><tr><td>消毒液 Disinfectant</td><td>15</td><td>Each disinfectant dispenser</td></tr><tr><td>Number signs</td><td>14</td><td>Each toilet cubicle</td></tr></table>			Content	Quantity	Location	Toilet sign (gender/ universal)	13	Each toilet cubicle	嚴禁吸煙 No Smoking	13	Each toilet cubicle	小心地滑 Caution: Wet Floor	18	(1) Each toilet cubicle; and (2) Corridor	請勿在廁所洗滌 衣物/ 農具 No washing of clothing or farming tools	14	(1) Each toilet cubicle; and (2) Corridor	請蓋好廁板再沖 廁 Close the toilet lid and flush after use	13	Each toilet cubicle	梘液 Soap	15	Each soap dispenser	消毒液 Disinfectant	15	Each disinfectant dispenser	Number signs	14	Each toilet cubicle		
Content	Quantity	Location																														
Toilet sign (gender/ universal)	13	Each toilet cubicle																														
嚴禁吸煙 No Smoking	13	Each toilet cubicle																														
小心地滑 Caution: Wet Floor	18	(1) Each toilet cubicle; and (2) Corridor																														
請勿在廁所洗滌 衣物/ 農具 No washing of clothing or farming tools	14	(1) Each toilet cubicle; and (2) Corridor																														
請蓋好廁板再沖 廁 Close the toilet lid and flush after use	13	Each toilet cubicle																														
梘液 Soap	15	Each soap dispenser																														
消毒液 Disinfectant	15	Each disinfectant dispenser																														
Number signs	14	Each toilet cubicle																														

**Item 2: Hiring and Servicing of Solar Powered Portable Toilets**

<b>1</b>	<b>Hiring and Servicing of Solar Powered Portable Toilets</b>
----------	---

	The Contractor shall provide the hiring and servicing of solar power portable toilets between 1 November 2024 and 28 February 2025, or until the delivery and installation of the Prefabricated Toilets completed in Location 1 to 4 as shown in Appendix B.		
(i)	The Contractor shall provide four (4) units of regular type solar powered portable toilets, including assembly, disassembly, transportation, basic site formation, desludging, repair and maintenance services to and, where necessary, relocation of Portable Toilets effective from 1 November 2024 to 28 February 2025, or until the delivery and installation of the Prefabricated Toilets at Location 4 as shown in Appendix B.		
(ii)	The contractor shall provide three (3) units of regular type solar powered portable toilets and two (2) units of the type for persons with disabilities, including assembly, disassembly, transportation, basic site formation, desludging, repair and maintenance services to and, where necessary, relocation of portable toilets effective from 1 December 2024 to 28 February 2025, or until the delivery and installation of the prefabricated toilets at Location 1 to 3 as shown in Appendix B.		
(iii)	The size of regular type solar powered portable toilets shall not less than 1000 mm (Length) x 1000 mm (Width) x 2400 mm (Height) while that of the type of persons with disabilities shall not less than 1300 mm (Length) x 1100 mm (Width) x 2400 mm (Height).		
(iv)	<p>The portable toilets shall be:</p> <ul style="list-style-type: none"> <li>- constructed with aluminum alloy with polyethylene/ fibre glass body panel or equivalent;</li> <li>- with surfaces with low moisture absorption rate;</li> <li>- provided with non-slippery floor tiles, platform/ staircase to facilitate the utilization of the portable toilets;</li> <li>- provided with toilet of seat-type with hand free design;</li> <li>- provided with one wall mounted hook of not less than 5kg loading capacity;</li> <li>- provided with one rack of not less than 15 kg loading capacity;</li> <li>- provided with translucent roof/ louver and ventilation fans;</li> <li>- provided with automatic soap dispenser and disinfectant dispenser;</li> <li>- provided with value/ trap for toilet and floor drain;</li> <li>- provided with solar energy supply system for electricity appliance of the toilets;</li> <li>- provided with lighting and motion sensor; and</li> <li>- with a sewage holding tank of not less than 450L.</li> </ul>		

**Price Schedule**

(To be completed and return together with the Tender submission)

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (January 2024).

**Part A – Estimated Contract Price**

Item	Description	Quantity (A)	Unit Price (HK\$ or Permissible Currency) (B)	Estimated Price for the Item specified opposite (i.e. A x B) (HK\$ or Permissible Currency)*
1	Design, supply and install one type A prefabricated toilet as stipulated in the item 1 of the Technical Specifications	1		
2	Design, supply and install one type B prefabricated toilet as stipulated in the item 1 of the Technical Specifications	2		
3	Design, supply and install one type C prefabricated toilet as stipulated in the item 1 of the Technical Specifications	1		
4	Design, supply and install one type D prefabricated toilet as stipulated in the item 1 of the Technical Specifications	1		
5	Hiring and servicing of solar powered portable toilets as stipulated in the item 2 of the Technical Specifications	4 months		
<b>Estimated Contract Price =</b>				<b>(C)</b>

Name of Tenderer: \_\_\_\_\_

Notes:

- (a)\* A Tenderer must quote the unit prices in Permissible Currency as stipulated in Paragraph 6 of the Terms of Tender (Supplement). If a Tenderer does not specify the currency in its offer, it shall be deemed that the currency of its offer is Hong Kong dollars. **A Tenderer's Tender will not be considered further if the unit prices is quoted in a currency other than the Permissible Currency in this Price Schedule.**

- (b) Tenderer shall note that this Tender shall be considered on an **Overall basis** for all items above. A Tender with only partial offer will result in the Tender not being considered further.
- (c) In preparing this Price Schedule, a Tenderer should pay particular attention to the provisions in Paragraph 5 of Terms of Tender and Paragraph 5 of the Terms of Tender (Supplement). **All prices quoted above must be fixed and not subject to any variation of whatsoever nature; otherwise, the Tender will not be considered further.**
- (d) A Tenderer must submit a duly signed Part 4 “Offer to be Bound” of the Tender Form in English or Chinese containing an original signature by or on behalf of the Tenderer in its Tender before the Tender Closing Time, otherwise its Tender will not be considered further. Other than printing from a softcopy of the Tender Form obtained from the Government or photocopying of the Tender Form, other means of reproduction by the Tenderer (e.g. by retyping) of the Tender Form for Tender submission is not acceptable.
- (e) A Tenderer should note the tender validity requirement as stipulated in Paragraph 4 of the Terms of Tender (Supplement). A Tender with shorter tender validity period will not be considered further.

**Price Schedule**

(To be completed and return together with the Tender submission)

**Part B – Payment Discount**

1. Tenderers are requested to indicate in the spaces provided below what discounts they would allow on the Contract Price or other amount payable under the Contract (if any) if payment is made in full within —
  - (a) 7 working days from the date of receipt of an invoice or from the due date for such payment as specified in the Contract, whichever is the later:  
\_\_\_\_\_ % discount;
  - (b) 8 to 14 working days from the date of receipt of an invoice or from the due date for such payment as specified in the Contract, whichever is the later:  
\_\_\_\_\_ % discount;
2. Tenderers are requested to insert the word "Nil" in the spaces provided above if they do not offer any payment discount.
3. Tenderers are requested to ensure that no more than two (2) digits after the decimal places are quoted for the above discount.
4. The period of working days for payment discount shall be calculated from the date of the receipt by the Government of an invoice or the date the relevant payment falls due, whichever is the later.
5. If a Tenderer does not complete the above Part B, it shall be deemed that the Tenderer does not offer any prompt payment discount.

Name of Tenderer: \_\_\_\_\_



**Price Schedule**

(To be completed and return together with the Tender submission)

References to "Interpretation", "Terms of Tender" and "General Conditions of Contract" shall mean these documents in BD-TERMS-1 (January 2024).

**Part C - Banking Details**

[Please refer to Paragraph 5.8 of the Terms of Tender, which is applicable only if a Tenderer is from a place outside Hong Kong.]

For payment to be made by telegraphic transfer:

- (a) Banker's Name : \_\_\_\_\_
- (b) Banker's Address : \_\_\_\_\_
- (c) Name of Account : \_\_\_\_\_
- (d) Account Number : \_\_\_\_\_
- (e) Sorting Code : \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

**Technical Proposal**

**Particulars of Goods Schedule**

(To be completed and return together with the Tender submission)

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (January 2024).

**Part A – Particulars of Offer**

[Please refer to Paragraph 6 of the Terms of Tender.]

The Tenderer shall be provide the information below for item 1 as stipulated in Technical Specification.

Paragraph No.	Information required	Information to be completed by the Tenderer
*1.	Model Number/name/version number of the Goods	
*2.	Place of Origin	
*3.	Name of Manufacturer	
4.	Address of the Manufacturer's factory or plant ("Manufacturing Plant")	

- Notes:
- (1) Please use separate sheets if space is inadequate.
  - (2) Please input N/A if the information is not applicable.
  - (3) \*A Tenderer shall submit the essential information as required in Paragraph Nos. 1 to 3 above with its Tender before the Tender Closing Time. **Otherwise, the Tender will not be considered further** unless upon clarification with the Tenderer, the Government is satisfied the information is not applicable (then in such case the information will not be treated as essential information in relation to the Goods offered by the Tenderer).
  - (4) If the Tenderer is the Manufacturer, the Tenderer shall enter its own name in Paragraph No. 3 above.

Name of Tenderer: \_\_\_\_\_

**Technical Proposal**

**Compliance Schedule**

(To be completed and return together with the Tender submission)

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (January 2024).

**Part A – Statement of Compliance**

[Please refer to Paragraph 7 of the Terms of Tender.]

- \*(a) I/We confirm that I/we and my/our offered the Prefabricated Toilets as more particularly specified in the Particulars of Goods Schedule are **in compliance with** all the essential features set out in the Technical Specifications.
- \*(b) I/We confirm that I/we and my/our offered the Prefabricated Toilets offered are **not in compliance with** the mandatory features set out in the Technical Specifications in the following aspects:

<u>Section No.</u>	<u>Technical Specifications</u>	<u>Details of Deviation</u>
--------------------	---------------------------------	-----------------------------

- Notes: (1) \*Please delete as appropriate.
- (2) If a Tenderer does not complete the above Part A, subject to any clarification which may be made by the Government, it shall be deemed that the Tenderer confirms that the Goods offered are in compliance with all essential features set out in the Technical Specifications.
- (3) **A Tenderer's Tender will not be considered further if the Tenderer expressly indicates non-compliance with all or any mandatory features set out in the Technical Specifications.** For this purpose, the completion of all three columns under the non-compliance statement above in relation to such non-compliance shall be taken as such express indication. Any other indication which casts doubt on the true intention of the Tenderer may be further clarified.

**Technical Proposal**

**Compliance Schedule**

(To be completed and return together with the Tender submission)

**Part B - Delivery**

[Please refer to Paragraph 11 of the Terms of Tender (Supplement).]

- \*(a) I/we confirm that I/we **will comply with** the Deadline Delivery Date stipulated in the Paragraph 11 of the Terms of Tender (Supplement).
- \*(b) I/We confirm that I/we will not comply with the Deadline Delivery Date as stipulated in the Paragraph 11 of the Terms of Tender (Supplement). My/our alternative Deadline Delivery Date shall be as follows which I/we understand and agree must not be later than (16) weeks from the Contract Date (“permissible range”):
- \_\_\_\_\_ weeks
- \*(c) I/We confirm that I/we **will not comply with** the delivery schedule as stipulated in the Paragraph 11 of the Terms of Tender.

- Notes: (1) \*Please delete as appropriate.
- (2) If a Tenderer does not complete the above Part B, subject to any clarification which may be made by the Government, it shall be deemed that the Tenderer **will** comply with the Deadline Delivery Date(s) as stipulated in the applicable provision.
- (3) **A Tenderer’s Tender that expressly confirms non-compliance with the Deadline Delivery Date will not be considered further unless it is within the permissible range as mentioned in paragraph (b) above.** For this purpose, the completion of an alternative date outside the permissible range under the non-compliance statement above shall be taken as such express indication. Any other indication which casts doubt on the true intention of the Tenderer may be further clarified.

**Technical Proposal**

**Compliance Schedule**

(To be completed and return together with the Tender submission)

**Part C – Confirmation of Compliance**

**Warranty Period**

[Please refer to Paragraph 13 of the Special Conditions of Contract.]

- \*(a) I/We confirm that I/we **will comply with** the essential warranty period requirement as stipulated in Paragraph 13 of the Special Conditions of Contract.
- \*(b) I/We would like to propose an alternative Warranty Period in accordance with Paragraph 13 of the Special Conditions of Contract as follows for the Government's consideration:  
  
Alternative Warranty Period offered in relation to the Prefabricated Toilets are \_\_\_\_\_ months from the Acceptance Date.
- \*(c) I/We confirm that I/we **will not comply with** the Warranty Period as stipulated in Paragraph 13 of the Special Conditions of Contract.

- Notes:
- (1) \*Please delete as appropriate.
  - (2) If a Tenderer does not complete the above Part C, subject to any clarification which may be made by the Government, it shall be deemed that the Tenderer **will** comply with the Warranty Period of twelve (12) months as stipulated in the applicable provision.
  - (3) **A Tenderer's Tender will not be considered further if the Tenderer expressly indicates non-compliance with all or any requirements.** For this purpose, the completion of any one of the three columns under the non-compliance statement above in relation to such non-compliance shall be taken as such express indication. Any other indication which casts doubt on the true intention of the Tenderer may be further clarified.

Name of Tenderer: \_\_\_\_\_

**Technical Proposal****Information Schedule**

(To be completed and return together with the Tender submission)

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (January 2024).

**Table A - Information and documents required under Paragraph 10.1 of the Terms of Tender:**

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	<b>company / sole proprietorship / partnership / statutory corporation /others*</b>  (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: (i) managing director and other directors; (ii) partners; or (iii) sole proprietor	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(j)	A copy of a valid Business Registration	Please attach if applicable.

	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	
(k)	(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.
(l)	(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.
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy no.: Expiry date:	
(n)	A certified extract of 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	Please attach if applicable.

	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)	
--	--	--

**Table B – Information required under Paragraph 12.1 of the Terms of Tender**

(a)	Name of the proposed sub-contractor (if any)	
(b)	Place of business of the proposed sub-contractor (in address form)	
(c)	Contact details of the proposed sub-contractor	Phone. No.: Facsimile No.: Email Address:
(d)	Obligations proposed to be performed by the proposed sub-contractor	

**Table C - Information required under Paragraph 20.2 of the Terms of Tender**

- \*(a) I/We confirm that none of the events as mentioned in Paragraphs 20.1(a) to 20.1(g) of the Terms of Tender has ever occurred.
- \*(b) I/We confirm that the following event(s) as mentioned in Paragraphs 20.1(a) to 20.1(g) of the Terms of Tender has occurred:

Date	Details of the Event

Note: \*Please delete whichever is no applicable.

Name of Tenderer: \_\_\_\_\_



**Technical Proposal****Information Schedule**

(To be completed and return together with the Tender submission)

**Table D – Pro-innovation Proposals and ESG Proposals**

(Please refer to Stage III – Technical Assessment of Annex C for details.)

Tenderers should provide details of the proposed pro-innovation proposals and ESG proposals in the following tables. If there is not enough space, please use supplementary sheets if necessary.

Pro-innovation proposals – directly relevant to the Goods to be procured under the Contract

<b>Proposed pro-innovation proposals</b>	<b>Brief description on improvements/benefits/positive values that can bring about</b>	<b>How to implement</b>	<b>Supporting documents (if any)</b>

ESG proposals –measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services

<b>Proposed ESG proposals</b>	<b>Brief description on improvements/benefits/positive values that can bring about</b>	<b>How to implement</b>	<b>Supporting documents (if any)</b>


- Note:
- (a) Please use separate sheet(s) if the space above is inadequate.
  - (b) Tenderers shall use different index for each Innovative Suggestion.
  - (c) The Government may, at its absolute discretion, accept one or more of the pro-innovation proposals and ESG proposals submitted by the successful Tenderer in its Tender. The accepted pro-innovation proposals and ESG proposals shall form an integral part of the Contract.
  - (d) Use separate table for each offered item(s).

**Technical Proposal**

**Non-collusive Tendering Certificate**

(To be completed and return together with the Tender submission)

To: the Government

Dear Sir/ Madam,

**Non-collusive Tendering Certificate**

1. I/We, (name of the Tenderer) \_\_\_\_\_ of  
(address(es) of the Tenderer)

---

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.

**Technical Proposal**

**Non-collusive Tendering Certificate**

(To be completed and return together with the Tender submission)

- 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.

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 Paragraph 32.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 32.3 to 32.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

**Technical Proposal**

**Non-collusive Tendering Certificate**

(To be completed and return together with the Tender submission)

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.

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

---

Name of the authorised signatory :  
(where applicable)

---

Title of the authorised signatory :  
(where applicable)

---

Date :

---

**Completeness Check Schedule**

References to "Interpretation", "Terms of Tender" and "General Conditions of Contract" shall mean these documents in BD-TERMS-1 (January 2024).

The Tenderer is requested to check and ensure that all of the following proposals, documents and information are submitted with its Tender.

**Part A**

**The Tenderer shall note Paragraph 3.3 of Terms of Tender that failure to submit any of the proposals, documents and information as stipulated therein (viz., items (a) to (c) specified below) before the Tender Closing Time will lead to the Tender not being considered further.**

Please check the box below to confirm that the item specified opposite is indeed submitted.

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | (a) A duly signed Part 4 "Offer to be Bound" of the Tender Form in English or Chinese containing an original signature by or on behalf of the Tenderer. Other than printing from a softcopy of the Tender Form obtained from the Government or photocopying of the Tender Form, other means of reproduction by the Tenderer (e.g., by retyping) of the Tender Form for Tender submission is not acceptable; |
| <input type="checkbox"/> | (b) The unit price quotations in the Price Schedule in Hong Kong dollars or US dollars or Permissible Currency (see Paragraph 5 of the Terms of Tender); and  |
| <input type="checkbox"/> | (c) The essential information required in Paragraph Nos. 1 to 3 under Part A of the Particulars of Goods Schedule (see Paragraph 6 of the Terms of Tender).   |

**Part B**

In addition to the documents and/or information specified in Part A above, the **Tenderer shall note Paragraph 3.4 of Terms of Tender that failure to submit any of the proposals, documents and information as stipulated therein (viz., items (d) to (j) specified below) before the Tender Closing Time or upon subsequent request of the Government, which may be made pursuant to Paragraph 16.1 of the Terms of Tender, after the Tender Closing Time will lead to the Tender not being considered further.**

Please check the box below to confirm that the item specified opposite is indeed submitted.

- |                          |     |   |
|--------------------------|-----|---|
| <input type="checkbox"/> | (d) | The Compliance Schedule and complete product information, including technical and catalogues and documentary evidence, which is necessary for tender evaluation (see Paragraph 8 of the Terms of Tender (Supplement));  |
| <input type="checkbox"/> | (e) | A point-by-point statement of compliance in the Technical Specifications as required in Paragraph 10 of the Terms of Tender (Supplement);   |
| <input type="checkbox"/> | (f) | All documents required under Paragraphs 10.1 and 10.2 of the Terms of Tender. For Paper-based Tendering, this includes a copy of a relevant document showing that the authorised person(s) who sign(s) the “Offer to be Bound” has/have the authority to sign for and on behalf of the Tenderer as required under Paragraph 10.1(j) of the Terms of Tender (if applicable); |
| <input type="checkbox"/> | (g) | The information required in Table C of the Information Schedule as required under Paragraph 20.2 of the Terms of Tender;  |
| <input type="checkbox"/> | (h) | Annex B;  |
| <input type="checkbox"/> | (i) | Appendix A; and   |
| <input type="checkbox"/> | (j) | The Non-collusive Tendering Certificate signed by the Tenderer as required under Paragraph 32.2 of the Terms of Tender.   |

Name of Tenderer: \_\_\_\_\_

**Reply Slip for Tender Briefing Session****Tender Ref: AFCD/NP/03/24****Design and Supply of Prefabricated Toilets at the Long Valley Nature Park and  
Provision of Related Services for Agriculture, Fisheries and Conservation Department**

To : the Director of Agriculture, Fisheries and Conservation  
 (Attn: Field Officer I /Nature Park 3)  
 Nature Park Division  
 Agriculture, Fisheries and Conservation Department  
 5/F, Cheung Sha Wan Government Offices,  
 303 Cheung Sha Wan Road,  
 Kowloon, Hong Kong  
 (Fax: 2631 9162 or email to gisa\_ts\_wong@afcd.gov.hk)

To facilitate your tender preparation, a tender briefing session at the Long Valley Nature Park will be arranged as follows. Please complete this reply slip and return by fax or email before 12:00 on 12 September 2024 (Thursday).

Date : 13<sup>th</sup> September 2024 (Friday)  
 Time : 10:00 a.m.  
 Assembly Place : Long Valley Plaza, Long Valley Nature Park,  
 Sheung Shui

☐ \* I will attend the tender briefing session as scheduled.

☐ \* I will NOT attend the site visit as scheduled.

\* Remarks: Please put a tick (✓) in the box as appropriate.

	<b>Full name of Attendee(s)</b>	<b>Post Title</b>
Mr/Mrs/Miss	_____	_____
Mr/Mrs/Miss	_____	_____
Name of Company	_____	_____
Telephone No.	_____	
Fax No.	_____	



**Method of Providing the Contract Deposit**

If the Contract is awarded to us, we shall pay 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.

Name of Tenderer: \_\_\_\_\_

**Marking Scheme for  
Design and Supply of Prefabricated Toilets at the Long Valley Nature Park and  
Provision of Related Services for Agriculture, Fisheries and Conservation Department**

**Tender Evaluation Criteria**

A two-envelope approach with a technical to price weighting of 50:50 will be adopted for tender evaluation whereby price assessment will be conducted separately from and subsequent to technical assessment. Tenders received will be evaluated in the following manner:

**Stage I - Completeness Check**

2. Tenders will be checked to ensure the completeness of the tender submissions as measured against the listed items as set out in **Paragraph 3.3 of the Terms of Tender**. A Tenderer who fails to submit all or any of these listed items by the Tender Closing Time will lead to its Tender **not** being considered further. Tenders which have passed this Stage I assessment will proceed to Stage II assessment.

**Stage II - Assessment of Compliance with Essential Requirements**

3. Tenders which have passed Stage I assessment will be checked to ensure their compliance with the Essential Requirements as set out in the Tender Documents including but not limited to the Terms of Tender (Supplement). A Tender which fails to meet any of the Essential Requirements will not be considered further. Tenders which have passed this Stage II assessment will proceed to Stage III assessment.

**Stage III - Technical Assessment**

4. All Tenders which have passed Stages I and II assessment will be evaluated according to the Assessment Criteria of the Marking Scheme as below and the marking guidelines detailed in the Annex.

Assessment Criteria		Maximum Marks
(A) Technical Aspect		
(1) Functional Aspects		15
(2) Operational Aspects		25
(3) Innovative Suggestions		
(a)	Pro-innovation Proposals – directly relevant to the procurement	15
(b)	ESG Proposals – measures to improve environmental protection, sustainability or governance or social responsibility	5

which may but need not be directly relevant to the procurement	
<b>Sub-total for (A)</b>	<b>60</b>
<b>(B) Others</b>	
(4) Warranty Period	10
(5) Serviceable Life	10
<b>Sub-total for (B)</b>	<b>20</b>
<b>Total Technical Marks (A) + (B)</b>	<b>80</b>

5. A maximum weighted technical score of 50 will be allocated to the Tender achieving the highest overall technical mark. The weighted technical scores of other technical proposals of the Tenderers which have passed Stages I and II assessment will be calculated in accordance with the following formula:

Weighted Technical Score of a Tender:

$$50 \quad \times \quad \frac{\text{Overall technical mark of the Tender being assessed}}{\text{Highest overall technical mark among all Tenders which have passed Stages I and II assessment}}$$

#### Stage IV - Price Assessment

6. The price proposals of the Tenders which have passed Stages I and II assessment will be evaluated. The price proposals with incomplete or partial quotations will not be considered further. A maximum weighted price score of 50 will be allocated to the price proposal with the lowest tender price. The weighted price scores of other price proposals of the Tenderers which have passed Stages I and II assessment will be calculated in accordance with the following formula:

Weighted Price Score of a Tender:

$$50 \quad \times \quad \frac{\text{Lowest tender price among all Tenders which have passed Stages I and II assessment}}{\text{Tender price of the Tender being assessed}}$$

#### Stage V - Calculation of Combined Score

7. The combined score of each of the Tender proposals that have completed Stages III and IV assessment will be calculated as follows:

Combined Score = Weighted Technical Score + Weighted Price Score

(Note: All figures of the weighted technical scores, weighted price scores and combined scores in Stages

III to V assessment will be rounded to the nearest two decimal places. Figures with the values 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 values at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the values at the second decimal place.)

8. Normally, a Tenderer whose Tender obtained the highest combined score and who is considered by the Government to be capable of undertaking the Contract will be awarded the Contract.

**Marking Scheme for Design and Supply of Prefabricated Toilets at the Long Valley Nature Park and  
Provision of Related Services for Agriculture, Fisheries and Conservation Department**

**Marking Guideline**

<b>Assessment Criteria</b>	<b>Maximum Marks out of 80 Total Marks</b>	<b>Guidelines to Tenderers for Attaining Marks in Technical Assessment</b>
<b>A. Technical Aspect</b>	<b>60</b>	
1. Functional Aspects	15	
(a) Material adopted for prefabricated toilets	5	<p>Marks will be given to a tender as follows:</p> <p>5 marks      The prefabricated toilets are assembled with stainless steel at the grade of 316 or above.</p> <p>0 marks      - The prefabricated toilets are assembled with stainless steel at the grade of 304.</p>
(b) Provision of accessible path to the type A and B prefabricated toilets	10	<p>Marks will be given to a tender as follows:</p> <p>10 marks      Ramps are provided for accessing all type A and B prefabricated toilets.</p> <p>7.5 marks      Ramps are provided for accessing type A and one of the B prefabricated toilets.</p> <p>5 marks      Ramp is provided for accessing type A, but not type B prefabricated toilets.</p> <p>0 mark      - Staircases are provided for accessing all type A and B prefabricated toilets</p>

Assessment Criteria	Maximum Marks out of 80 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
2. Operational Aspects	25	
(a) The expected lifetime of the Photovoltaic modules should not be less than ten (10) years.	5	<p>Marks will be given to a tender as follows:</p> <p>5 marks      13 years <math>\leq</math> The expected lifetime of the PV modules &lt; 15 years</p> <p>2.5 marks      - 11 years <math>\leq</math> The expected lifetime of the PV modules &lt; 13 years</p> <p>0 marks      - 10 years <math>\leq</math> The expected lifetime of the PV modules &lt; 11 years</p>
(b) Energy saving design of the prefabricated toilets for supporting all electrical appliances installed	10	<p>Marks will be given to a tender as follows:</p> <p>10 Marks      - The solar power system is able to support the operation for at least seventy-two (72) hours.</p> <p>5 marks      - The solar power system is able to support the operation for at least forty-eight (48) hours.</p> <p>0 marks      - The solar power system is able to support the operation for at least twenty-four (24) hours.</p>
(c) Hand free design of flushing system of toilet seats	5	<p>Marks will be given to a tender as follows:</p> <p>5 marks      - Automatic sensor linked with flushing system is provided.</p> <p>0 marks      - Foot-operated flushing system is provided.</p>

Assessment Criteria	Maximum Marks out of 80 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
(d) Water saving design of flushing system of toilet seats and faucets	5	<p>Marks will be given to a tender as follows:</p> <p>5 marks - Water saving design of flushing system of toilet seats and faucets are provided</p> <p>2.5 marks Water saving design of flushing system of toilet seats or faucets is provided</p> <p>0 marks - No water saving design is provided.</p>
3. Innovative Suggestions	20	
<p>(a) Pro-innovation proposals</p> <p>Tenderers are encouraged to include effective and practicable pro-innovation proposals which are directly relevant to the procurement and would bring improvement/benefit to the Government for the Technical Aspect of the equipment under procurement. The contributions should be visible, and preferably be quantifiable and measurable.</p> <p>Tenderers may propose pro-innovation proposals involving application/adoption of new technology/ inventions and/or innovative application of existing/matured technology that may enhance the procurement while contributing to the development of Smart City and innovation and technology development.</p>	15	<p>Marks will be given to effective and practicable pro-innovation proposals of a tenderer's proposed equipment, which should bring all or some or any one of the improvements/benefits in terms of the following:</p> <ul style="list-style-type: none"> <li>● saving of manpower resources, e.g. alarm of full loading of sewage holding tanks;</li> <li>● higher operational efficiency/ performance reliability, e.g. cooling spray under hot weather;</li> <li>● better durability of the equipment, e.g. self-cleaning design;</li> <li>● improved or greater flexibility to adapt to operational changes;</li> <li>● enhanced compatibility with other equipment; or</li> <li>● easier maintenance, etc.</li> </ul>

Assessment Criteria	Maximum Marks out of 80 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
Pro-innovation proposals may not necessarily be technology-related.		<p>according to the scale as follows:</p> <p>15 marks - More than two effective and practicable pro-innovation proposals.</p> <p>10 Marks - Two effective and practicable pro-innovation proposals.</p> <p>5 marks - One effective and practicable pro-innovation proposal.</p> <p>0 marks - Does not contain any effective and practicable pro-innovation proposal.</p>
<p>(b) ESG proposals</p> <p>Tenderers are encouraged to propose ESG proposals that will improve environmental protection, sustainability or governance or social responsibility, which may but need not be directly relevant to the procurement, but would bring about positive values/benefits to the Government, or the public at large.</p>	5	<p>Marks will be given to effective and practicable ESG proposals which contribute to all or some or any one of the following positive values/benefits –</p> <ul style="list-style-type: none"> <li>● environmental protection (e.g., reduction in energy consumption, addition source of renewable energy, such as wind power, in the execution of the contract, source of timber strips etc.);</li> <li>● social responsibility (e.g., employment of people with disabilities and/or rehabilitated persons for the contract, etc.); and/or</li> <li>● governance.</li> </ul>



Assessment Criteria	Maximum Marks out of 80 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
		<p>according to the scale as follows:</p> <p>5 marks - More than one effective and practicable ESG proposals.</p> <p>2.5 Marks - One effective and practicable ESG proposal.</p> <p>0 marks - Does not contain any effective and practicable ESG proposal.</p>
<b>B. Others</b>	<b>20</b>	
<p>4. Warranty period The warranty period of the Prefabricated Toilets from the date of acceptance.</p>	10	<p>Marks will be given to a tender as follows:</p> <p>10 marks - Warranty period equal to or more than three (3) years</p> <p>5 Marks - Warranty period equal to or more than two (2) years but less than three (3) years.</p> <p>0 mark - Warranty period equal to or more than one (1) year but less than two (2) years.</p>

Assessment Criteria	Maximum Marks out of 80 Total Marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
5. Serviceable life The serviceable life of the Prefabricated Toilets from the date of acceptance.	10	<p>Marks will be given to a tender as follows:</p> <p>10 marks - Serviceable life <math>\geq</math> 11 years</p> <p>7.5 marks - 9 years <math>\leq</math> Serviceable life <math>&lt;</math> 11 years</p> <p>5 marks - 7 years <math>\leq</math> Serviceable life <math>&lt;</math> 9 years</p> <p>2.5 marks 5 years <math>&lt;</math> Serviceable life <math>&lt;</math> 7 years</p> <p>0 marks Serviceable life is of 5 years from the date of acceptance.</p>

Note:

1. (a) For assessment above criteria, the Tenderer shall submit supporting documents or documentary evidence, e.g., written confirmation or standard catalogue from the Manufacturer of the Goods, documents with sufficient technical details or proven evidence, test reports or certificates before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request to prove compliance with such respective aspects for the Government verification. **Otherwise, no marks will be given for the corresponding assessment criterion.**
2. (a) For assessment criteria A3, the assessment of the pro-innovation proposals/ESG proposals will be based on the information provided by the Tenderer in **Table D of the Information Schedule**. A Tenderer shall provide the information for each pro-innovation proposal/ESG proposal and explain clearly what improvements/benefits/positive values these proposed pro-innovation proposal(s)/ ESG proposal(s) can bring about in the specified areas in **Table D of the Information Schedule before the Tender Closing Time** to facilitate tender evaluation. If the proposed pro-innovation proposal/ESG proposal is a kind of equipment/tool/facility, a Tenderer should provide substantial information, for example, the number provided and the mode of operation in the Contract and the expected result, e.g. amount of energy/ resourced saved when compared with conventional practice. If the proposed pro-innovation proposal/ESG proposal is a kind of measure/scheme, a Tenderer should provide substantial information, for example, the coverage, content and the method on how to implement the pro-innovation proposals/ESG proposals in the Contract, and the expected result, etc. **Otherwise, no mark will be given for the corresponding assessment criterion.**
  - (b) Any proposed pro-innovation proposal/ESG proposal which relates to any aspect(s) that **has already been included in the Technical Specifications or the requirements of the Contract; or has already scored marks under other assessment criteria will not be**

**considered under this Assessment Criteria A3.** The Government may, at its absolute discretion, accept one or more of the pro-innovation proposals/ESG proposals submitted by the successful Tenderer in its Tender. The accepted pro-innovation proposal(s)/ESG proposal(s) shall form an integral part of the Contract. Any failure to perform such pro-innovation proposals/ESG proposals would be deemed a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the existing mechanism on the handling of breach of contractual obligations e.g. claiming damages and/or termination of the contract.

- (c) A suggestion that scores marks under pro-innovation proposals will not earn marks again under ESG proposals and vice versa. In case a tenderer specified the type of a suggestion under both pro-innovation proposals and ESG proposals and the Tender Assessment Panel considers that the same suggestion could earn marks under pro-innovation proposals and ESG proposals, it will be taken as scoring marks under pro-innovation proposals only. A pro-innovation proposal/ESG proposal yielding benefits in more than one (1) area or more than one (1) item will be treated as one (1) pro-innovation proposal / ESG proposal only.
- (d) A proposed pro-innovation proposal/ESG proposal scoring marks must be considered effective and practicable from the Government's point of view. **Marks will not be given to any pro-innovation proposal/ESG proposal which a Tenderer will neither be capable of nor be responsible for implementation.** The process of implementing the proposed pro-innovation proposal/ESG proposal shall be able to be monitored and inspected without additional cost to the Government. The proposed pro-innovation proposal/ESG proposal must not violate, or lead to violation of any laws or regulations; or infringe, or lead to infringement of the intellectual property rights of any party.
- (e) A Tenderer should submit all relevant supporting documents in its tender submission to substantiate the effectiveness / practicability of its proposed pro-innovation proposals/ESG proposals in **Table D of the Information Schedule** before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request at the Government's discretion. Except for factual supporting documentary evidence (e.g. test reports/certificates) which may be provided upon the Government's written request, **any other additional information not contained in the original tender submission but provided by the Tenderer after the Tender Closing Time will not be taken into account in the evaluation.**

### **Contact Details**

Contact details of:

All correspondence with the Government or Government Representative relating to matters concerning the Contract from the Contractor shall be addressed to contact at (1) provided that

- (a) all enquiries concerning the Technical Specifications or other technical aspects of the Goods to be lodged by a potential Tenderer; and all correspondence and notices concerning the Order, delivery, testing, inspection, acceptance, after-sale services and warranty of the Goods may only be addressed to the contact at (1) (unless the Government directs otherwise)
- (b) unless otherwise specified in the Special Conditions of Contract or unless the Contract Price is payable in instalment, all invoices for the Contract Price for a batch of Goods to be issued by the Contractor shall only be addressed to the contact at (1).

**(1) The Government (Procurement Department):**

Agriculture, Fisheries and Conservation Department (AFCD)

Address: Nature Park Division,  
5/F., Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road,  
Kowloon, Hong Kong

Attn: Nature Park Officer (Planning and Administration)

Facsimile Number: (852) 2631 9162

**(2) The Tenderer / Contractor:**

Address:

Attn:

Telephone Number:

Facsimile Number:

Email Address:

**(3) Process Agent** (for a Tenderer incorporated, formed or established outside Hong Kong without a place of business in Hong Kong):

Address:

Attn:

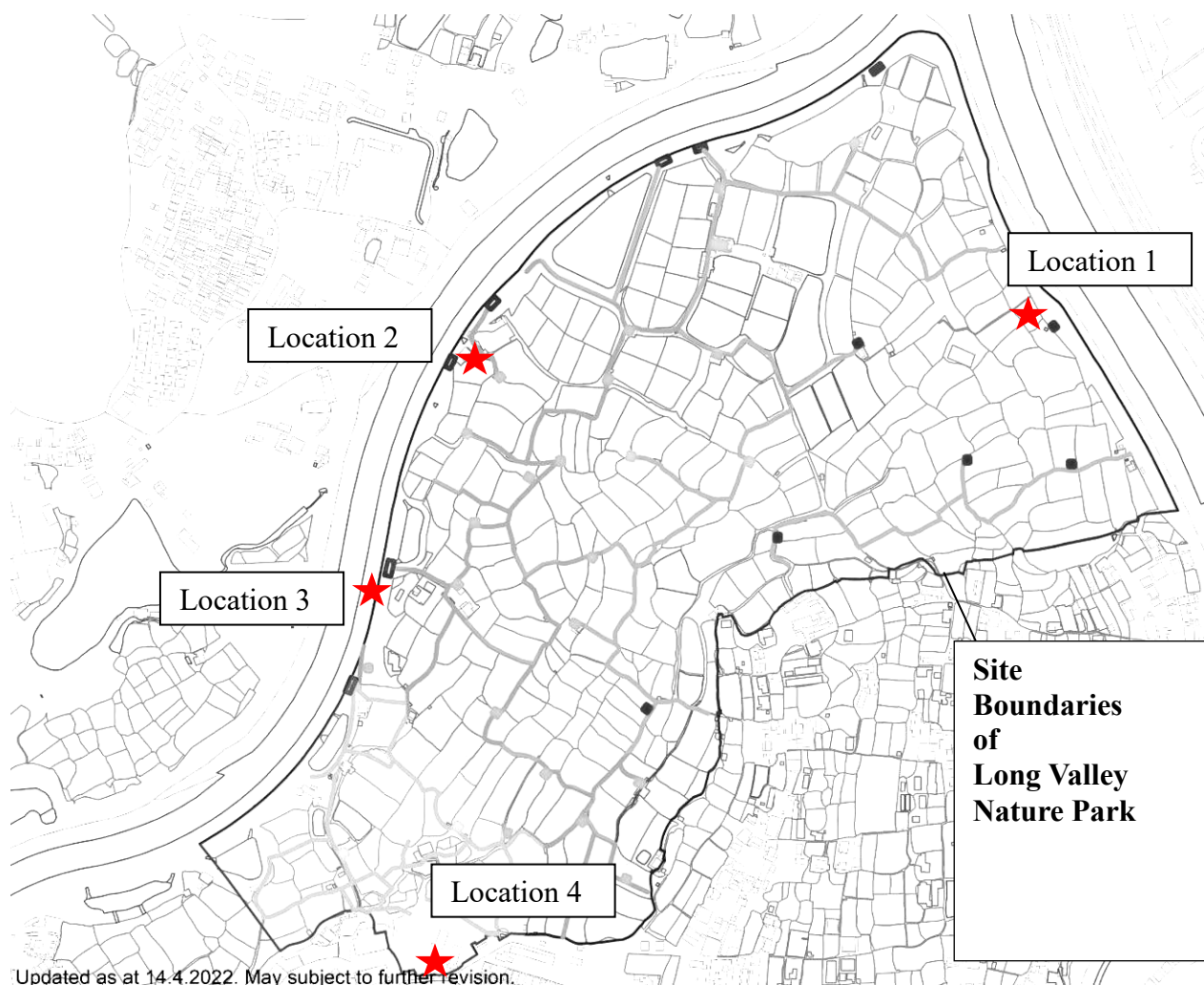
Tender Ref.: AFCD/NP/03/24

Telephone Number:

Facsimile Number:

Email Address:

**Locations for Hiring and Servicing of Solar Powered Portable Toilets and  
Installation of the Prefabricated Toilets at the Long Valley Nature Park**



Location for hiring and servicing of solar powered portable toilets and  
installation of prefabricated toilets

Note: Exact location shall be confirmed on-site by Government Representative. 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.

**Site Condition of Locations 1 to 4**

**Location 1** – Hiring and servicing of two (2) units of the type for persons with disabilities and installation of one type C prefabricated toilet





**Location 2** – Hiring and servicing of two (2) units of regular type solar powered portable toilets and installation of one type B prefabricated toilet





**Location 3** – Hiring and servicing of one (1) unit of regular type solar powered portable toilet and installation of one type B prefabricated toilet



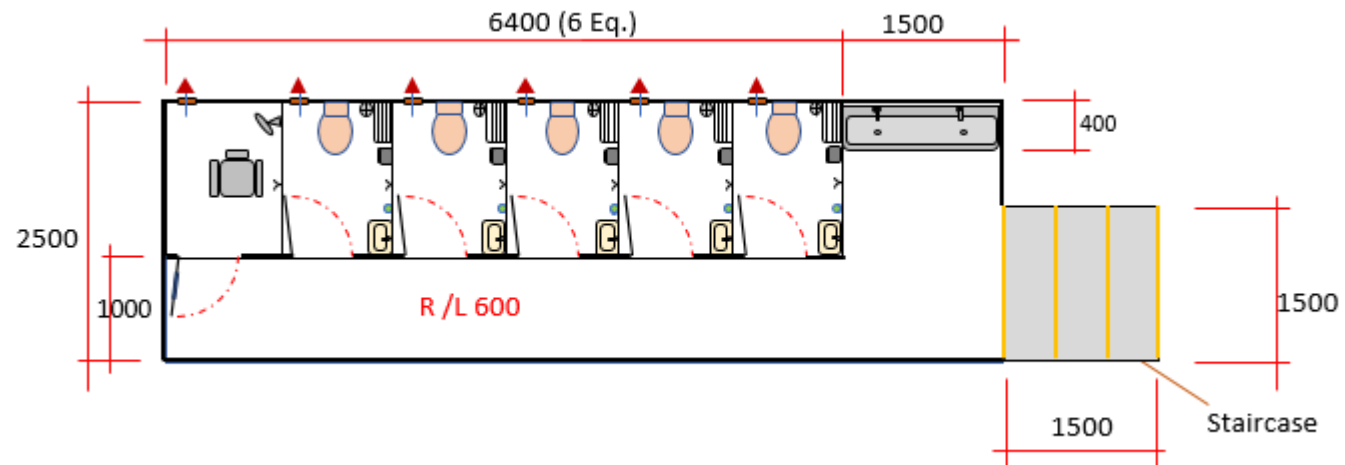


**Location 4** – Hiring and servicing of four (4) units of regular type solar powered portable toilets and installation of one type A and one type D prefabricated toilets



**Sketches of the Prefabricated Toilets**

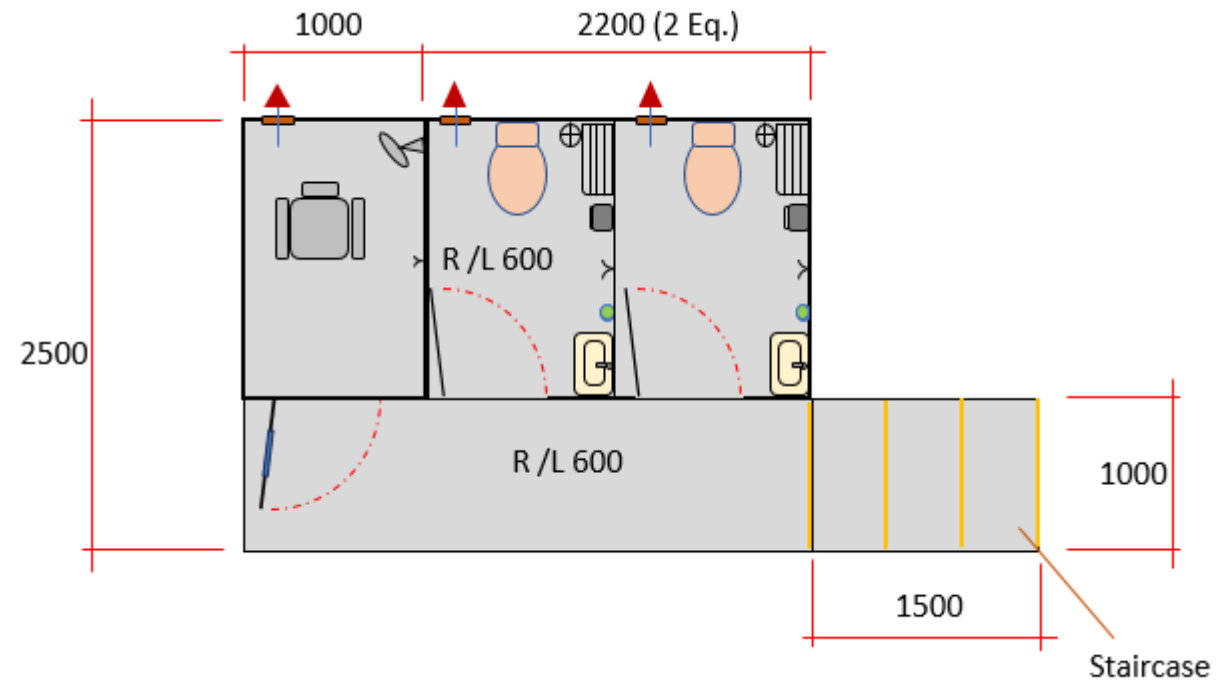
**Type A Prefabricated Toilet**



Note:

1. The sketch is not to the scale

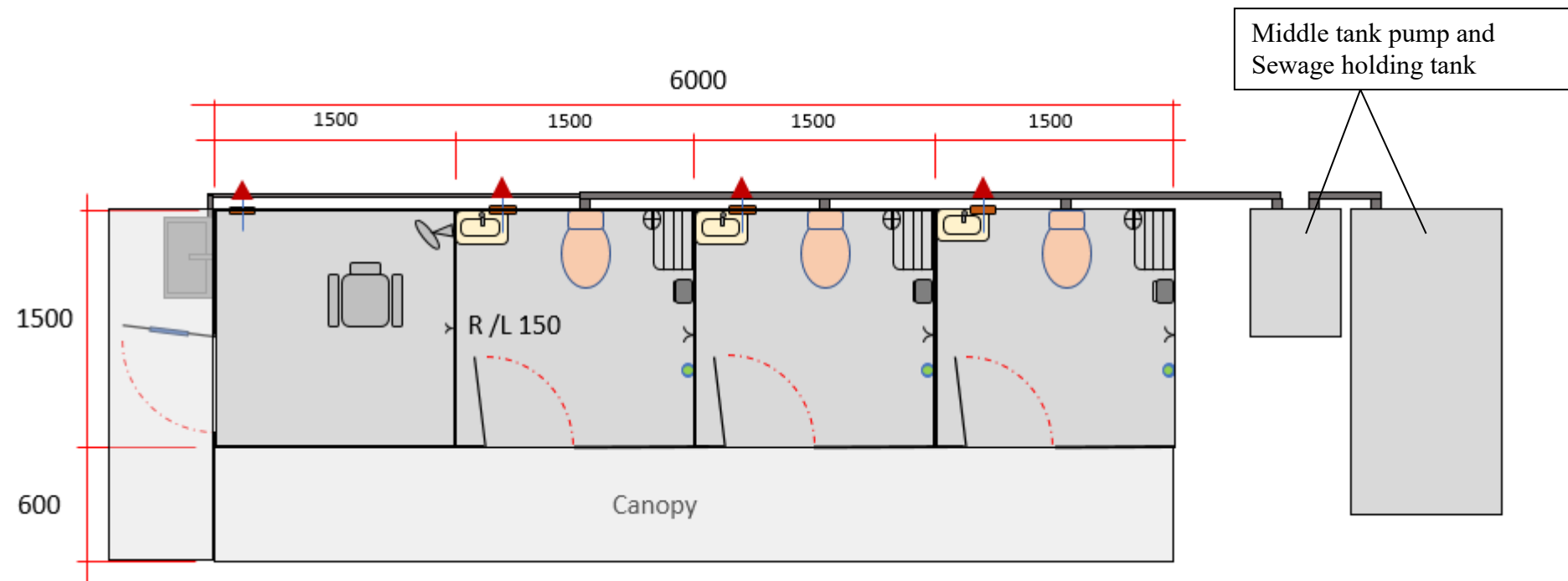
**Type B Prefabricated Toilet**



Note:

1. The sketch is not to the scale

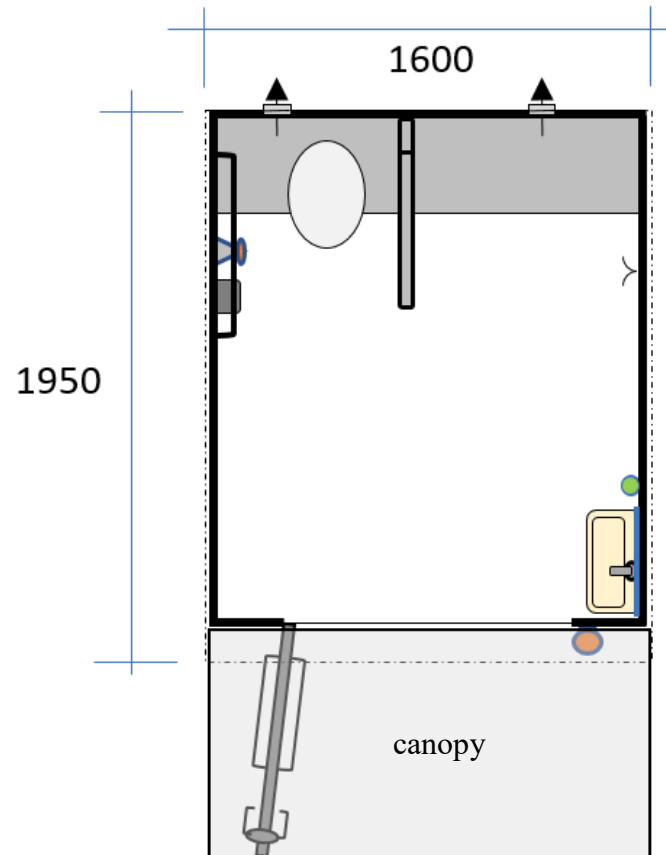
**Type C Prefabricated Toilet**



Note:

1. The sketch is not to the scale

**Type D Prefabricated Toilet**



Note:

1. The sketch is not to the scale