

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

Tender Ref. : AFCD/PT/04/18

File Ref. : LM(430/2017) in AF GR CPA 06/8

TENDER FORM

Contract No. :

LODGING OF TENDER

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

**“Tender for the Provision of Hiring and Servicing
of Portable Toilets in Various Country Parks
(Tender Ref: AFCD/PT/04/18)”**

and addressed to the Chairman ~~...Government Logistics Department Tender Opening Committee in triplicate...~~
must be deposited in the ~~Government Logistics Department~~.....

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

before 12:00 noon. (time) on 20 September 2018 (date) Late tender will not be accepted.

INTERPRETATION

PART 1 – TERMS OF TENDER

PART 2 – CONDITIONS OF CONTRACT

PART 3 – CONTRACT SCHEDULES

PART 4 – OFFER TO BE BOUND

PART 5 – MEMORANDUM OF ACCEPTANCE

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

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

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

Dated this10th..... day of...August..... 20 18.....:


(LEE Ying-ming)
Government Representative

Important Reminders for Tenderers

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

Group basis of acceptance

The Portable toilets were located in various locations which are divided into Group 1, Group 2, Group 3, Group 4, Group 5 and Group 6 as more particularly stipulated in Contract Schedule 2 and 3. A Tenderer may bid for the Contract for **any** or **all Groups** of Contract Area in one single tender. Subject to the Terms of Tender, the Government may award more than one Contracts, to different Tenderers, or award one Contract for all Groups to one Tenderer only.

Checklist of documents to be completed and submitted

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

- ☐ Part 1 Appendix A - Tenderer's Declaration
 - ☐ Section 1 Tenderer Portfolio
 - ☐ Section 2 Tenderer's Business Experience in hiring and servicing portable toilets
 - ☐ Section 3 Declaration of Conviction of Offences
 - ☐ Section 4 Election of method of Payment of Contract Deposit
- ☐ Part 1 Appendix B – Supporting Documents to be Submitted by the Tenderer
 - ☐ Copy of a valid Business Registration Certificate
 - ☐ Copy of the Certificate of Incorporation, the current Memorandum and Articles of Association and any other corporate documents evidencing Business status (where applicable)
 - ☐ Copy of documentary evidence of relevant experience of at least three years
 - ☐ Copy of certificate of insurance
- ☐ Part 1 Appendix C - Price Proposal ***
- ☐ Part 1 Appendix D – Staffing Proposal and Wage Proposal for Cleansing Workers
- ☐ Part 4 Offer to be bound duly completed and signed ***
- ☐ Submission in Triplicate ***
- ☐ All submissions should be enclosed in a sealed plain envelope and marked as follow:
“Tender for Provision of Hiring and Servicing of Portable Toilets in Various Country Parks.
(Tender Reference: AFCD/PT/04/18)”

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

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

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INTERPRETATION

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

“AFCD”	means the Agriculture, Fisheries and Conservation Department of the Government;
“Cleansing Workman”	means the non-skilled Cleansing Workman deployed by the Contractor under Clause 2(c) of Section 4 in Contract Schedule 1 for the purpose of the Contract;
“Commencement Date”	means 1 December 2018, or such later date as may be specified in writing / in the Letter of Conditional Acceptance by the Government Representative;
“Contract”	means the contract made between the Government and the Contractor for the provision of the Services on the terms set out in the Tender Document and, where applicable, in the form submitted by the Contractor to the Government as part of its tender, and accepted by the Government;
“Contract Deposit”	means the deposit as more particularly described in Clause 10 of the Terms of Tender and Clause 19 of the Conditions of Contract;
“Contract Manager”	means the individual appointed by the Contractor as Contract Manager pursuant to Section 4 Contract Schedule 1 whose responsibilities are particularly stipulated in (a) thereof;
“Contract Period”	means the period during which the Contract shall subsist and as specified in Clause 1(a) of the Conditions of Contract including any extension as notified by the Government pursuant to Clause 1(b) of the Conditions of Contract;
“Contract Schedule”	means the schedules for the Contract for the provision of the Services attached to this invitation to tender;
“Contractor”	means the Tenderer whose tender has been accepted by the Government;
“Contractor’s Employees” or “Employees”	means the persons deployed by the Contractor to perform the Services, including the individuals who perform the duties of a Contract Manager, Cleansing Workman and Driver as described in Section 4 of Contract Schedule 1;
“Country Parks”	means the various Country Parks as listed in the Schedule of the Country Parks (Designation) (Consolidation) Order (Cap. 208 sub. leg.B);

“Demerit Point” or “Demerit Points”	means the demerit point as described in Clause 3(c)(v) of the Terms of Tender and Clause 8 of the Conditions of Contract;
“Desludging Vehicles”	means the vehicles of the design and specifications in accordance with Clause 13 of Section 2 in Contract Schedule 1 and as approved by AFCD for collection, transportation and disposal of Sludge;
“Disposal Site”	means any or all of the Disposal Sites named in Clause 13A(c)(i) of Section 2 in Contract Schedule 1;
“Driver”	means the Driver appointed by the Contractor Clause 2(b) of Section 4 in Contract Schedule 1 for the purpose of the Contract;
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Government”	means the Government of the Hong Kong Special Administrative Region of the People's Republic of China;
“Government Representative ”	means the Director of Agriculture, Fisheries and Conservation of the Government or any officer from time to time authorised to act on his behalf for the purposes of the Contract ;
“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to in Clause 8 of the Terms of Tender;
“Monthly Fee”	means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 12 of the Conditions of Contract subject to and after any deductions in respect of that month;
“Monthly Rate”	means the monthly rate as set out in Clause 12 (a) of the Conditions of Contract chargeable by the Contractor to the Government for the provision of the Services before deductions and on the basis of which the Monthly Fee is determined;
“Notice of Default”	means a notice issued to the Contractor under Clause 8 of the Conditions of Contract;
“Portable Toilet” or “PT”	means the unit of portable toilet of the design and specification in accordance with Clause 4 of Section 2 in Contract Schedule 1 for hire under this Contract.
“Services”	means all the services, works, duties, responsibilities and obligations to be carried out by and on the part of the Contractor under the Contract.

“Sludge”	means the content of the waste tanks of the Portable Toilets;
“Standard Employment Contract”	means the written employment contracts to be entered into between the Contractor and the Cleaners, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks: < http://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2017.04.11.docx > for Chinese version or < http://www.afcd.gov.hk/english/tender/tender_rel/files/common/Standard_Employment_Contract_Eng_Rev2017.04.11.docx > for English version;
“Statutory Minimum Wage Rate”	means the hourly wage rate as specified in Schedule 3 to the Minimum Wage Ordinance (Cap. 608);
“Statutory Minimum Wage (SMW) plus rest day pay rate”	has the meaning given to in the Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts, which may be downloaded at the hyperlink provided in Clause 4 of the Condition of Contract;
“Tender Closing Date”	means the latest date by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 6(b) of the Terms of Tender;
“Tender Document”	means the documents as specified in Clause 1 of the Terms of Tender;
“Tender Validity Period”	means the period of time mentioned in Clause 12 of the Terms of Tender during which a tender shall remain open;
“Tenderer”	means the company which has submitted a tender in response to this invitation to tender;

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; references to any person shall include references to individual, firm, public body, body corporate or unincorporated (wherever established or incorporated).
3. Section, part or clause headings to any provision, schedule, annex, appendix and other attachments of this Tender Document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Document.
4. Where in the Tender Document there is a reference to a part, clause, sub-clause, schedule, annex, appendix or attachment by number or letter, and not in conjunction with an ordinance or regulation, such reference shall be construed as a reference to the clause, sub-clause, schedule, annex, appendix or attachment of that number or letter contained in the Tender Document.

5. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
6. Reference to time and dates in the Tender Document shall be construed as Hong Kong time and dates.
7. Reference to a day refers to a calendar day; reference to a working day means any day other than Saturdays and General Holidays; reference to a month or a monthly period refers to a calendar month.
8. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
9. Where a word or expression is defined in the Tender Document, the meaning of such word or expression extend to its grammatical variations and cognate expressions as used in the Tender Document; and any reference to and the definition of any document shall be deemed to be a reference to such document (including any schedules and/or appendices thereto) as from time to time amended, supplemented, modified, novated or replaced (in whole or in part), but disregarding any amendment, supplement, variation or replacement taking place in breach of the terms of such document.
10. Any word or expression to which a specific meaning has been attached in any part of any of the Tender Document shall bear such meaning whenever it may appear in the same or other parts of the Tender Document.

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TERMS OF TENDER

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**Provision of Hiring and Servicing of Portable Toilets
in Various Country Parks**

**PART 1
TERMS OF TENDER**

1. Tender Documents

- (a) The Tender Documents, identified as Tender Ref. AFCD/PT/04/18, comprise the following documents: -
- (i) Lodging of Tender;
 - (ii) Interpretation;
 - (iii) PART 1 - Terms of Tender with Appendices A to F;
 - (iv) PART 2 - Conditions of Contract;
 - (v) PART 3 – Contract Schedules 1 to 7;
 - (vi) PART 4 - Offer to be Bound; and
 - (vii) PART 5 – Memorandum of Acceptance.
- (b) The Interpretation as provided for in Sheets 1 to 4 shall apply to the whole set of the Tender Documents and the Contract unless the context requires otherwise.

2. Invitation to Tender

Tenders are invited for the provision of the Services at the locations in various Country Parks (refer to Contract Schedule 2 and 3) to the Government on such terms and conditions as set out in the Terms of Tender, the Conditions of Contract and the Contract Schedules. The Portable toilets were located in various locations which are divided into Group 1, Group 2, Group 3, Group 4, Group 5 and Group 6 as more particularly stipulated in Contract Schedule 2 and 3. A Tenderer may tender for **any or all** Groups in one single tender and shall state clearly in Appendix C in its submission the Group(s) it intends to bid for.

3. Essential Requirements and Information to be Submitted

Tenders that fail to meet any of the essential requirements set out in this Clause will not be further processed or evaluated: -

(a) Experience and Qualification Requirements

Tenderers must have at least an aggregate of **THREE (3)** years of experience in the provision of hiring and servicing portable toilets during the ten (10) years immediately preceding to the Tender Closing Date. Tenderers are required to provide documentary proof to substantiate the claim of relevant experience in provision of such services. Failing to provide such documentary proof within the period specified by the Government Representative may render the experience concerned not counted during tender assessment.

The following rules will be adopted in determining whether the experience of a Tenderer will be counted in the tender evaluation: -

- (1) Experience gained in a contract in the name of the Tenderer will be counted regardless of whether the Tenderer is a body corporate, a partnership or a firm in sole proprietorship or incorporated joint venture.
- (2) Experience of the Tenderer gained in the capacity of an unincorporated joint venture, a shareholder of a body corporate or a participant of an incorporated joint venture **will not** be counted.
- (3) Experience will be counted regardless of whether the Tenderer has gained it as a main contractor or sub-contractor.
- (4) A Tenderer's experience under different contracts will not be double-counted for any overlapping periods. The required years of experience is to be counted in days, i.e. "an aggregate of at least three (3) years" is equivalent to have accumulated not less than 1,095 (i.e. 365 days x 3) days of experience in provision of hiring and servicing of Portable Toilets under a single contract or different contracts.
- (5) A Tenderer's experience under different contracts with overlapping periods is to be counted in accordance with the following example: -

Contracts performed by a Tenderer	Contract period	Contract period without overlapping with the earlier contract	Number of days of experience counted in the tender evaluation
Contract A	16.4.2010-15.4.2012	16.4.2010-15.4.2012	731 days
Contract B	1.10.2011-30.9.2013	16.4.2012-30.9.2013	533 days
Contract C	1.1.2012-31.12.2013	1.10.2013-31.12.2013	92 days
		Total:	1,356 days

(b) No Subcontracting of Services

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

(c) Conviction Record and Past Performance

Conviction Record

(i) If the Tenderer has obtained any conviction under the following Ordinances **during the five-year period immediately preceding the Tender Closing Date:**

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

Its offer shall not be considered for a period of five years from the date of conviction (hereinafter referred to as "debarment period") and this applies to the present tender. A revised debarment period will only be applicable for the purpose of evaluation for this tender if it is determined by the Central Tender Board under the established review mechanism before the tender closing date. For the purpose of this tender, the revised debarment period will become invalid from the date on which the Tenderer has obtained a new conviction under any of the provisions of the Ordinances as mentioned above subsequent to the Central Tender Board's decision to reduce or revise its debarment period for a previous

conviction and the offer submitted by the Tenderer shall not be considered for a period of five years from the date of its latest conviction. For details of the review mechanism, please visit the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at:

<http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm>

- (ii) For the purpose of the above clause, if the Tenderer is a partnership or incorporated joint venture, conviction obtained by any participant of the partnership or shareholder of the incorporated joint venture will also be counted. The Tenderer shall submit with the tender a statement in the form in Section 3 of Appendix A whether it has been convicted in respect of the relevant offences under the Employment Ordinance (Cap. 57), Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221), and Mandatory Provident Fund Schemes Ordinance (Cap. 485) and, if so, it shall provide in the statement the dates of all such convictions are obtained during the five-year period immediately preceding the Tender Closing Date, and shall give consent and authorization to the AFCD to check with the relevant authorities to affirm the conviction records as provided in the statement. A statement shall be submitted in respect of the Tenderer, each participant of the partnership, or each shareholder of incorporated joint venture as applicable. For avoidance of doubt, for the purpose of this clause participant or shareholder means the company participating in the partnership or incorporated joint venture or the company holding the share of the incorporated joint venture. The statement shall be certified by an authorized person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government.
- (iii) For the purposes of verification of the conviction records as stated in the statement in Section 3 of the Appendix A to the Terms of Tender, the Tenderer or each participant shall consent to and authorize AFCD to (a) obtain from any Government Department documents or information in relation to any conviction of an offence under the relevant Ordinances; and (b)

release and make available to AFCD all documents or information in relation to such conviction, by completing Section 3 of the Appendix A to the Terms of Tender.

- (iv) Convictions shall be counted irrespective of whether they are obtained in respect of a government or private business contract and irrespective of the type of services offered under the contract. Convictions shall be counted by the number of summonses convicted. Tenderer's convictions of the relevant offence under appeal or review will be counted for the purpose of tender evaluation. If a Tenderer is found to have made a false declaration or untruthful revelation of, including but not limited to, its record of convictions of offences under the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221), Mandatory Provident Fund Schemes Ordinance (Cap. 485), the Government may without prejudice to any other rights which it has or may have, refuse to further consider its tender or terminate forthwith the Contract;

Demerit Point System

- (v) If the Tenderer or any of its participants (if it is a joint venture) has an aggregate of three (3) demerit points received from one or more Government departments issued against their non-compliance with contractual obligations in respect of wages, daily maximum working hours, signing of standard employment contracts with and wage payment by means of autopay (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned) to non-skilled workers (except temporary leave relief of employment period not longer than 7 days), over a rolling period of 36 months immediately preceding the month of the tender closing date, its tender offer shall not be considered for a period of five years from the date the third demerit point is obtained. A participant means the company holding the shares of the joint venture.

(d) Complete Offers

A Tenderer may bid for the Contract for **any** or **all Groups** (see Clause 2) in one single tender. Assessment, however, will be conducted on the basis of each Group. A tender failing to cover all locations of a Group will not be considered. In case of tender bidding for the Contract for more than one Group, failure to cover all locations of one Group will not affect the validity of the tender in respect of the other Group(s) provided that locations of that other Group(s) are duly covered in the tender.

4. Wage of Cleansing Workmen

- (a) (i) It is a contractual requirement of the Contract that the proposed monthly wage for each Cleansing Workmen must not be less than the monthly wage of HK\$8,556¹ derived from the Statutory Minimum Wage (SMW) under the Minimum Wage Ordinance (Cap. 608) plus paid rest days, which corresponds to thirty-one (31) days (twenty-seven (27) maximum number of normal working days plus four (4) paid rest days) per month and eight (8) hours of work per day (hereinafter referred to as “the monthly wage rate of SMW plus paid rest days”). The \$8,556 is subjected to revision provided that the SMW is adjusted under the Minimum Wage Ordinance. Tenderers should refer to Note 3 and 4 of Appendix D of this Tender Documents for explanation.
- (ii) For the avoidance of doubt, if the working days or working hours of a Cleansing Workmen deviate from the time basis specified in Clause 4(a) above, the monthly wage rate of SMW plus paid rest days of such Cleansing Workmen shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract.
- (b) If the monthly wage for a Cleansing Workmen proposed in Appendix D to the Terms of Tender is less than the monthly wage rate mentioned in Clause 4(a) above, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than **the monthly wage rate of SMW plus paid rest days** for the purpose of tender evaluation.
- (c) The Government Representative will at any time before the tender exercise is completed request the Tenderer to confirm its abidance by **the monthly wage rate of SMW plus paid rest days**. Should the Tenderer refuse to or otherwise fail to confirm

¹ HK\$8,556 = \$34.5 x 8 (hours) x 31(days). Please refer to example 1 of the “Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts”, which can be downloaded at:

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

<http://www.afcd.gov.hk/english/tender/tender_rel/files/common/Standard_Employment_Contract_Eng_Rv2017.04.11.docx> for English version.

such abidance, such proposal will amount to a counter-proposal and may render its tender to be disqualified by the Government in accordance with Clause 30 hereto.

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

5. Tender Preparation

- (a) Tenders must be completed in English or Chinese and in ink or typescript and be submitted in the manner under “Lodging of Tender” of the Tender Form.
- (b) Tenderers must duly complete and submit the following documents together with the documentary evidence which are necessary for Tender evaluation.

(1)PART 1 – Appendix A - Tenderer's Declaration;

(2)PART 1 – Appendix B - Supporting Documents to be submitted by the Tenderer;

(3)PART 1 – Appendix C - Price Proposal;

(4)PART 1 – Appendix D - Wage Proposal for Cleaners;

and

(5)PART 4 – Offer to be Bound duly completed and signed by the Tenderer.

- (c) Failure to submit the documents in sub-clause (b) (3) and (5) by the Tender Closing Date and time shall render the tender disqualified and the tender will not be considered further. Failure to submit other documents in sub-clause (b) by the Tender Closing Date and time may render the tender not to be considered any further at the discretion of the Government.

- (d) When completing the Tender Form, Tenderers shall ensure that:
 - (i) the name of the Tenderer must be the same as the name shown on the Certificate of Incorporation when the company is incorporated under the Companies Ordinance or the Certificate of Change of Name (if any) or other similar ordinance elsewhere; and
 - (ii) all the forms are duly signed by the Tenderer (in the case of a sole proprietorship) or a partner of the Tenderer (in the case of a partnership) or

the Tenderer's authorized person or persons for an on behalf of the Tenderer (in the case of a company);

- (e) All submissions should be enclosed in a sealed plain envelope and marked as follows:
“Tender for Provision of Hiring and Servicing of Portable Toilets in Various Country Parks. (Tender Reference: AFCD/PT/04/18)”
- (f) **Tenderers should tick the checklist on “Important Reminders for Tenderers” attached at the front of this tender documents and ensure all the necessary documents are completed and submitted.**

6. Submission of Tender

- (a) A tender to be submitted in response to this invitation to tender shall be submitted in **TRIPLICATE (i.e. one set of originals and two sets of copies)** with all necessary information including documentary evidence necessary for tender evaluation and addressed to the Chairman, Tender Opening Committee, Government Logistics Department, and be deposited in the Government Logistics Department Tender Box situated at the lift lobby on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before the Tender Closing Date. The envelopes must not bear any indication which may relate them to a particular Tenderer. **Late tenders WILL NOT BE CONSIDERED.**
- (b) If a black rainstorm warning signal is issued or tropical cyclone warning signal No.8 or above is in effect for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Tender Closing Date, the closing time of this tender will be extended to 12:00 noon (Hong Kong time) on the next working day (excluding Saturday) after the black rainstorm warning signal or tropical cyclone signal No.8 or above is cancelled.
- (c) No modification to the terms set out in the Tender Document may be submitted or proposed by a Tenderer. Any modifications proposed or submitted by a Tender in contravention of this requirement will be ignored and will not be treated as part of its tender. Any appendices/annexes to the Terms of Tender and Contract Schedules issued with this invitation to tender must not be altered by the Tenderer.
- (d) Figures submitted by the Tenderer should not be altered or erased. Any alteration to the figures in a Tenderer's proposal should be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- (e) Each Tenderer may only submit **ONE** tender.

7. Anti-collusion

- (a) By submitting a tender, the Tenderer represents and warrants that in relation to its tender: -
 - (i) it has not communicated and will not communicate to any person other than the Government the amount of any tender price;
 - (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- (b) In the event that the Tenderer is in breach of any of the representations and/or warranties in sub-clause (a) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government: -
 - (i) reject the tender;
 - (ii) if the Government has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- (c) The Tenderer shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (a) above.
- (d) Any breach of any of the representations and/or warranties in sub-clause (a) above by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.
- (e) Sub-clause (a) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in the preparation of tender submission.
- (f) The rights of the Government under sub-clauses (b) to (d) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

8. Basis of Acceptance and Award of Contract

- (a) With regard to Clauses 2 and 3(d) hereof, tenders will be considered on the basis of

each Group of Portable Toilets. Tenders specifying any other basis of acceptance (e.g. overall acceptance of an offer for all Groups) will not be considered further. Subject to the Terms of Tender, the Government may award more than one Contracts, to different Tenderers, or award one Contract for all Groups to one Tenderer only.

- (b) The Government is not bound to accept the tender with the lowest offer or any tender or to give any reasons for doing so.
- (c) The successful Tenderer will receive a Letter of Conditional Acceptance from the Government notifying it the Government's conditional acceptance of its tender, subject to delivery to the Government of the Contract Deposit pursuant to Clause 10 of the Terms of Tender and fulfillment of any other conditions as the Government may specify therein
- (d) Upon and subject to the successful Tenderer having duly compliance with Clause 10 of the Terms of Tender and such other conditions as may be specified in the Letter of Conditional Acceptance by a specified date ("Specified Date"); and subject always to the successful Tenderer not being debarred from participating in this tender exercise due to any conviction under the relevant Ordinances under Clause 3(c)(i) or having obtained three (3) or more Demerit Points under Clause 3(c)(ii) of the Terms of Tender in respect of the period from the Tender Closing Date to the date of the Letter of Conditional Acceptance, a legally binding Contract will come into existence as from the date of the Letter of Conditional Acceptance between the Government and successful Tenderer.
- (e) If the successful Tenderer who receives the Letter of Conditional Acceptance fails to deliver the Contract Deposit in accordance with Clause 10 of the Terms of Tender or fulfill such other conditions as may be stipulated in the Letter of Conditional Acceptance by the Specified Date, or if the successful Tenderer, though having delivered the Contract Deposit and fulfilled all other conditions stipulated in the Letter of Conditional Acceptance, has obtained any conviction or Demerit Points as described in Clause (d) above, the Letter of Conditional Acceptance issued to the Tenderer shall lapse and be of no effect and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.
- (f) Tenderers who do not receive any notification within the Tender Validity Period shall assume that their tenders have not been accepted.

9. Prices Tendered

- (a) Tenderers should ensure that the rates or contract value tendered are accurate before submitting their bids. Under no circumstances shall the Government be obliged to accept any request for rates or contract value adjustment after Tender

Closing Date on grounds that a mistake has been made in the rates or contract value tendered.

- (b) All rates or contract value tendered in Appendix C to the Terms of Tender shall be in Hong Kong currency and, if accepted by the Government, shall remain valid and binding throughout the Contract Period.
- (c) The Government may require a Tenderer, who in the opinion of the Government has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that it is capable of carrying out and completing the Contract. A Tenderer's failure to so justify and demonstrate to the Government's satisfaction shall entitle the Government to reject the tender.
- (d) When more than one Tenderer has offered the same lowest price for the required Services, opportunity will be given to these tenderers to submit a second bid.

10. Contract Deposit

- (a) If the Contract Value (as defined in (g) below) exceeds HK\$1.4 million but does not exceed HK\$15 million, the successful Tenderer shall deposit with the Government a Contract Deposit of an amount equivalent to two percent (2%) of the Contract Value as security for the due and faithful performance of the Contract by the successful Tenderer.
- (b) If the Contract Value (as defined in (g) below) exceeds HK\$15 million, the successful Tenderer shall deposit with the Government a Contract Deposit of an amount equivalent to two percent (2%) of the Contract Value or five percent (5%) of the Contract Value (if it is unable to submit adequate financial information for a meaningful assessment or fails in the financial vetting) as security for the due and faithful performance of the Contract by the successful Tenderer.
- (c) The Contract Deposit shall be payable within fourteen (14) days from the date of the Letter of Conditional Acceptance and either in cash or in the form of a banker's guarantee in the form attached at **Appendix E** to the Terms of Tender issued by a bank holding a valid banking licence under the Banking Ordinance (Cap. 155). A banker's guarantee for the purpose of this Clause must comply with the requirements as provided in Clause 19 of the Conditions of Contract.
- (d) If a Tenderer elects to provide a banker's guarantee,
 - (i) the Tenderer shall submit an original letter from a licensed bank within the meaning of the Banking Ordinance (Cap.155) confirming that it will provide to the Government within the time specified in sub-clause (c) above a banker's guarantee in the format set out at **Appendix E**;
 - (ii) the banker's guarantee duly executed shall be submitted to the Government in accordance with sub-clause (c) above;

- (iii) the banker's guarantee must remain in force from the Commencement Date until six months after the expiry of the Contract or the date upon which all of the Contractor's obligations and liabilities shall have been performed and discharged by the Contractor to the satisfaction of the Government, whichever is the later.
- (e) A Tenderer is required to elect the method of providing a Contract Deposit it prefers by completing and signing in Section 4 of **Appendix A** to the Terms of Tender. In the event that a Contractor fails to elect which method of providing a Contract Deposit it prefers, it will be assumed that the Contractor will pay the Government the Contract Deposit by way of cash
- (f) Due payment of the Contract Deposit is condition precedent to the award of the Contract. If the successful Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in sub-clause (c) above, any Letter of Conditional Acceptance issued to the Tenderer shall lapse and of no effect and the Government shall be at liberty to select any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit
- (g) For the purpose of this Clause, reference to "Contract Value" means the total contract amount tendered by the successful Tenderer in **Appendix C** of the Terms of Tender (that is the contract amount as stated on the respective Letter of Conditional Acceptance) and subject to such modification as may be agreed by the Government.

11. Tenderers' Response to the Government's Enquiries

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

12. Tender to Remain Open

- (a) Tenders shall remain valid and open for acceptance by the Government on these terms for not less than one hundred and fifty (150) days after the Tender Closing Date.
- (b) If before expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action and this may prejudice its future standing as a Government contractor.

13. Offer to be Bound

- (a) All parts of the Tender Document submitted and offered by the Tenderer will be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its tender. In the event that a Tenderer discovers an error in its tender after the tender has been deposited, the Tenderer may correct the same in a separate letter before the Tender Closing Date. No request for adjustment or for variation whatsoever will be allowed or entertained after the Tender Closing Date.
- (b) By signing the “Offer to be Bound”, a Tenderer confirms that its offer has been made subject to the terms and conditions contained in the Tender Documents, and any variation or adjustment agreed with the Government and upon being accepted by the Government, be incorporated into and form part of the Contract.

14. Documents of Unsuccessful Tenderers

Documents of unsuccessful Tenderers may be destroyed three (3) years after the Contract has been awarded.

15. Complaints about Tendering Process

The tendering process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Tenderer who feels that its offer has not been fairly evaluated may write to the Director of Agriculture, Fisheries and Conservation who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if it relates to the tendering system or procedures followed. Tenderers are to note that the Director of Agriculture, Fisheries and Conservation shall not consider a complaint that is lodged later than three (3) months after the award of Contract.

16. Undisclosed Agency

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

17. Personal Data Provided

- (a) The personal data of any individual provided by a Tenderer in the tender will be used for tender evaluation and contract award purposes.

- (b) A Tenderer shall ensure that, prior to disclosure in the tender, the relevant individual to whom the personal data belongs has acknowledged and consented that his/her personal data may be disclosed to the Government Representative and all parties responsible for tender evaluation in other Government bureaux, departments and non-Government organizations.
- (c) The individual to whom the personal data belongs has the right to access and make correction with respect to personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the personal data provided in the tender.
- (d) Enquiries concerning the personal data collected by means of the tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer (Deputy Secretary (General)) of the AFCD.

18. Offering Gratuities

The Tenderer shall not and shall ensure that his agents and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government. Any breach of or non-compliance with this Clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate his tender, and result in contract termination, if any awarded.

19. New Information Relevant to Qualified Status

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

20. Consent to Disclosure

The Government shall have the right to disclose, without further reference or notice to the successful Tenderer, whenever the Government considers appropriate or upon request (written or otherwise) by any third party information on the awarded Contract, including the name and address of the successful Tenderer, description of the Services, wages levels and working conditions for the successful Tenderer's employees including those of its agents, and the Contract Value and information in relation to the Demerit Points given to the Contractor for breaches of the specific

contractual obligation under the Contract. In submitting a bid, each Tenderer irrevocably and unconditionally authorizes the Government to make and consents to the Government making any of the disclosure aforesaid. Furthermore, the Government shall have the right to require the successful Tenderer to display wage level and working conditions, including working hours, of its employees, ensuring that their employees (which shall also include those of the successful Tenderer's agents) are being informed of such. The mode of display shall be such as may be specified by the Government from time to time.

21. Contractor's Performance Monitoring

Tenderers are advised that should the Government award the Contract to the successful Tenderer, its performance of the Services under the Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that the successful Tenderer may submit in future. A tender may be rejected if by the Tender Closing Date, the Tenderer is under suspension from tendering for government tenders

22. Cancellation and Costs of Tender

- (a) The Government may at any time cancel this tender and the Government is not bound to give any reasons therefor.
- (b) A Tenderer submits its tender proposal at its own cost and expense. The Government will not under any circumstances be liable to the Tenderers for any costs and expenses whatsoever incurred by the Tenderer in connection with the preparation and submission of its tender or in any related communication with the Government, whether before, on or after the Tender Closing Date.

23. Environmental Friendly Measures

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

- (a) All documents should preferably be printed on both sides and on recycled paper. Paper exceeding 80gsm are not recommended as a general rule.
- (b) Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
- (c) Single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

24. Tenderer's Enquiries

- (a) Before the Tender Closing Date, any enquiries concerning the submission of tender procedures and technical issues such as Service Requirements, Schedules, tender briefing etc., please contact **Mr. W.K. IP** at telephone no. **2150 6865**. The Government officers may at any time request any Tenderer to make enquiries in writing.
- (b) Tenderers shall note that after the Tender Closing Date and before the award of the Contract, they shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Document or their submitted tenders. Any Tenderer who fails to observe this requirement may render its tender being disqualified. The Government reserves the sole right to initiate any contact with Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- (c) Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in these Terms of Tender or the Conditions of Contract.

25. Tenderer's Commitment

All tenders, proposals, information and responses submitted by each Tenderer shall be the representation of the Tenderer and may be law or at the Government's sole option be incorporated into and made part of the Contract to be made between the Government and the successful Tenderer in such manner as the Government considers appropriate. The Government reserves the right to disqualify any Tenderer who submits a tender that directly or indirectly attempts to preclude or limit the effect of this requirement

26. Tender Briefing Session

In order to have a clear understanding of the Contract and the Services before submitting offers, all Tenderers who wish to submit a bid in this Tender are strongly recommended to deploy staff at supervisory level to attend a Tender Briefing on **21 August 2018 (Monday)** at **3:30 pm** at Room 615, 6/F, Cheung Sha Wan Government Office 303 Cheung Sha Wan Road, Kowloon. Tenderers who would like to attend the briefing session should complete the reply slip attached at Appendix F to the Terms of Tender and send back on or before 12:00 noon on 17 August 2018 to **Field Officer /Contract Management (FO/CM)** to register (either via email: **fo_cm@afcd.gov.hk** or fax **2317 0482**). Each Tenderer may nominate not more than two representatives for the tender briefing session.

27. Amendments to Tender

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

28. The Attachments

Tenderers should study all attachments to the Tender Documents (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting their tenders. Tenderers should note that all information and statistics provided by the Government in connection with this tender are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness, usefulness or future changes of such statistics and information. Tenderers should conduct their own independent assessment of the statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

29. Negotiation

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

30. Counterproposal

Any counterproposal or any offer not in accordance with the terms of this tender on the part of a Tenderer will not be considered. Subject to any confirmation of abidance by the Tenderer, its tender will be considered on the basis as if no such counterproposal had been made.

31. The Agreement on Government Procurement of the World Trade Organization

This tender is covered by the Agreement on Government Procurement of the World Trade Organization (“WTO GPA”) and the provisions of the WTO GPA will apply to this tender. Tenderers are requested to note that a Review Body on Bid Challenges (under WTO GPA) (“the Review Body”) has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA and the relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body (“the Rules”), which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department or which may be sent to the interested parties upon request. In the event that a Tenderer believes that a breach of the WTO GPA has occurred, the Tenderer may, within ten (10) working days after it knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless, the Tenderer is encouraged to seek resolution of its complaint in consultation with the Government before lodging a complaint to the Review Body. In such instances, the Government shall accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body.

Tenderers are also to note that the Review Body may receive and consider a late challenge but a challenge shall not be considered if it is filed later than thirty (30) working days after the basis of the challenge is known or reasonably should have been known.

Appendix A**Tenderer's Declaration****Section 1 – Tenderer's Portfolio**

1. Name of Tenderer (in English) : _____
(in Chinese) : _____
2. Scope of Business : _____
3. Registered Office
(a) Address : _____

(b) Telephone Number : _____ (c) Fax Number : _____
4. Number of employee : _____
5. Year of Establishment : _____
6. Business status of Tenderer : _____
(e.g. company/partnership/sole proprietorship)
(a) If a subsidiary, name(s), place(s) and date(s) of incorporation of its immediate and ultimate holding company : _____

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

	<u>Name</u>	<u>Residential Address</u>
(a) Managing Director		
(b) Partners		
(c) Sole Proprietor		
8. Contact Person(s) (in the event of any queries relating to the tender offer)
(a) Name _____ (b) Telephone Number _____

Signature of Person

Authorized to sign Tender : _____

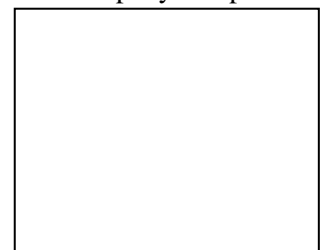
Name in Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Company Chop :



Terms of Tender

Appendix A**Tenderer's Declaration****Section 1 – Tenderer's Portfolio**

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

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

is

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

is

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

Policy No.

Name of Insurance Company

Period covered by the Policy is from

to

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

.....

.....

Note: --

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

Signature of Person

Authorized to sign Tender : _____

Name in Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Company Chop :



Terms of Tender

Appendix A**Tenderer's Declaration****Section 2 – Tenderer's Business Experience in Provision of Hiring and Servicing of Portable Toilets**

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

Client Name	Contract Period (at least 3 years without overlapping)	Place of Business	Areas served	Description of Business

Signature of Person
Authorized to sign Tender

:

Company Chop :

Name in Block Letter

:

Name of Tenderer

:

Tel. No. / Fax. No.

:

Date

:

Terms of Tender

Appendix A**Tenderer's Declaration****Section 3 – Declaration of Conviction of Offences**

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

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

Yes/No (please delete as appropriate)

If yes, please complete the following table: -

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

(Use separate sheets if required)

Signature of Person

Authorized to sign Tender : _____

Company Chop :

Name in Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Appendix A**Tenderer's Declaration****Section 3 – Declaration of Conviction of Offences**

- (b) I/We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. I/We understand that if any of the information contained in this Appendix is found to be incorrect, my/our tender will not be further considered, or my/our Contract will be terminated in accordance with Clause 20 of the Conditions of Contract if I am/we are awarded the Contract.
- (c) I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from all Government departments and give consent to the Government departments concerned to release and provide information of my/our record of conviction under the sections specified under the Employment Ordinance and/or Employees' Compensation Ordinance and/or Criminal Procedure Ordinance and/or Immigration Ordinance and/or Mandatory Provident Fund Schemes Ordinance to the Agriculture, Fisheries and Conservation Department for the purposes of evaluation of my/our tender in this tendering exercise and subsequent management of the Contract.

Signature of Person

Authorized to sign Tender : _____

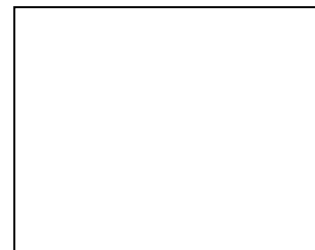
Name in Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Company Chop :



Terms of Tender

Appendix A**Tenderer's Declaration****Section 4 – Election of method of payment of Contract Deposit**

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

If required under Clause 10 of Terms of Tender, we, the Tenderer, will pay the Contract Deposit : -

- * (i) in cash,
- * (ii) in the form of a banker's guarantee in accordance with Clause 19 of the Condition of Contract.
- * *Delete as appropriate. In the event that a Tenderer fails to elect which method of providing a Contract Deposit, it will be assumed that the Tenderer will deposit cash with the Government.*

Signature of Person
Authorized to sign Tender

:

Company Chop :

Name in Block Letter

:

Name of Tenderer

:

Tel. No. / Fax. No.

:

Date

:



Terms of Tender

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

[Please refer to Clause 3 & Appendix A of the Terms of Tender]

1. The following documents are attached for assessment: -

Business Status

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

Requirements of Experience and Qualification

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

Others

- ☐ Copy of Certificate of Insurance

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

and give consent for the referee(s) to release and provide information to the Agriculture, Fisheries and Conservation Department as regards my/our record of performance concerning the types of services listed in Contract Schedules 1.

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

(Please indicate by ☒ as appropriate)

Signature of Person

Authorized to sign Tender : _____

Name in Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Company Chop :

Appendix C

Price Proposal
(Rates of Charges for the Provision of the Services)

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

Tendered Unit Rates for Provision of Hiring and Servicing of Portable Toilets in Various Country Parks

Group 1 (Lantau District)

Charges for Group 1 (Locations refer to Map of Group 1 in Contract Schedule 3)

Service	Work Description	No. of PT Unit (a)	No. of Month / Replacement (b)	Unit Rate (HK\$) (Charges / Month or Replacement / Unit) (c)	Amount (HK\$) (a) x (b) x (c)
<u>Service A</u>	Hiring of 4 Portable Toilets (including 1 PT for Person with Disability) with <u>Daily</u> Servicing	4	12		
<u>Service B</u>	Hiring of 2 Portable Toilets with Servicing on <u>Monday, Thursday, Saturday, Sunday and Public Holidays</u>	2	12		
<u>Quarterly Replacement</u>	Replacement of Portable Toilets once every <u>three</u> months	6	3 (Replacement)		
Total no. of PT in Group 1 :		6		Total Amount of Group 1 HK(\$)	

Group 2 (Kam Shan and Ma On Shan Country Parks)

Charges for Group 2 (Locations refer to Map of Group 2 in Contract Schedule 3)

Service	Work Description	No. of PT Unit (a)	No. of Month / Replacement (b)	Unit Rate (HK\$) (Charges / Month or Replacement / Unit) (c)	Amount (HK\$) (a) x (b) x (c)
<u>Service A</u>	Hiring of 14 Portable Toilets (including 1 PT for Person with Disability) with <u>Daily</u> Servicing	14	12		
<u>Quarterly Replacement</u>	Replacement of Portable Toilets once every <u>three</u> months	14	3 (Replacement)		
Total no. of PT in Group 2 :		14		Total Amount of Group 2 HK(\$)	

Authorized Signature & Company Chop : _____

Name of Person Authorized to Sign Tender: _____

Name of Tenderer : _____

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

Terms of Tender

Appendix C

Price Proposal
(Rates of Charges for the Provision of the Services)
 [Please refer to Clause 9 of the Terms of Tender.]

Group 3 (Tai Mo Shan and Shing Mun Country Parks)

Charges for Group 3 (Locations refer to Map of Group 3 in Contract Schedule 3)

Service	Work Description	No. of PT Unit (a)	No. of Month / Replacement (b)	Unit Rate (HK\$) (Charges / Month or Replacement / Unit) (c)	Amount (HK\$) (a) x (b) x (c)
<u>Service B</u>	Hiring of 12 Portable Toilets with Servicing on <u>Monday, Thursday, Saturday, Sunday and Public Holidays</u>	12	12		
<u>Quarterly Replacement</u>	Replacement of Portable Toilets once every <u>three</u> months	12	3 (Replacement)		
Total no. of PT in Group 3 :		12		Total Amount of Group 3 HK(\$)	

Group 4 (West District)

Charges for Group 4 (Locations refer to Map of Group 4 in Contract Schedule 3)

Service	Work Description	No. of PT Unit (a)	No. of Month / Replacement (b)	Unit Rate (HK\$) (Charges / Month or Replacement / Unit) (c)	Amount (HK\$) (a) x (b) x (c)
<u>Service A</u>	Hiring of 3 Portable Toilets with <u>Daily</u> Servicing	3	12		
<u>Service B</u>	Hiring of 31 Portable Toilets (including 2 PTs for Person with Disability) with Servicing on <u>Monday, Thursday, Saturday, Sunday and Public Holidays</u>	31	12		
<u>Quarterly Replacement</u>	Replacement of Portable Toilets once every <u>three</u> months	34	3 (Replacement)		
Total no. of PT in Group 4 :		34		Total Amount of Group 4 HK(\$)	

Authorized Signature & Company Chop : _____

Name of Person Authorized to Sign Tender: _____

Name of Tenderer : _____

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

Terms of Tender

Appendix C

Price Proposal
(Rates of Charges for the Provision of the Services)
 [Please refer to Clause 9 of the Terms of Tender.]

Group 5 (Sai Kung District)

Charges for Group 5 (Locations refer to Map of Group 5 in Contract Schedule 3)

Service	Work Description	No. of PT Unit (a)	No. of Month / Replacement (b)	Unit Rate (HK\$) (Charges / Month or Replacement / Unit) (c)	Amount (HK\$) (a) x (b) x (c)
<u>Service A</u>	Hiring of 7 Portable Toilets (including 1 PT for Person with Disability) with <u>Daily</u> Servicing	7	12		
<u>Service B</u>	Hiring of 12 Portable Toilets with Servicing on <u>Monday, Thursday, Saturday, Sunday and Public Holidays</u>	15	12		
<u>Quarterly Replacement</u>	Replacement of Portable Toilets once every <u>three</u> months	22	3 (Replacement)		
Total no. of PT in Group 5 :		22		Total Amount of Group 5 HK(\$)	

Authorized Signature & Company Chop : _____

Name of Person Authorized to Sign Tender: _____

Name of Tenderer : _____

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

Terms of Tender

Appendix C

Price Proposal
(Rates of Charges for the Provision of the Services)

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

Group 6 (North District)

Charges for Group 6 (Locations refer to Map of Group 6 in Contract Schedule 3)

Service	Work Description	No. of PT Unit (a)	No. of Month / Replacement (b)	Unit Rate (HK\$) (Charges / Month or Replacement / Unit) (c)	Amount (HK\$) (a) x (b) x (c)
<u>Service A</u>	Hiring of 3 Portable Toilets with <u>Daily</u> Servicing	3	12		
<u>Service B</u>	Hiring of 19 Portable Toilets (including 2 PTs for Person with Disability) with Servicing on <u>Monday, Thursday, Saturday, Sunday and Public Holidays</u>	19	12		
<u>Quarterly Replacement</u>	Replacement of Portable Toilets once every <u>three</u> months	22	3 (Replacement)		
	Total no. of PT in Group 6 :	22		Total Amount of Group 6 HK(\$)	

Notes:

- Acceptance will be based on **GROUP basis** of price offered for Group 1 to Group 6 respectively.
- The hiring rate should include assembling, dismantling, repair, maintenance replacement and relocation of Portable Toilets including transporting of Portable Toilets to and from specified locations (refer to the Contract Schedules 2 and 3).
- The rate of Replacement of Portable Toilet is the standard unit cost to replace an existing Portable Toilet with one that has been cleansed and sterilised offsite at an interval of once every 3 months. The rate shall include the transportation cost to and from the location and labour cost required to dismantle, assemble and secure the Portable Toilets for public use;

Important: The Contractor shall be responsible for all costs and expense required for rendering the Services under the Contract, including but not limited to the equipment, materials and tools required to be provided under the Contract. Tenderers should take this into account when offering the unit rates.

Authorized Signature & Company Chop : _____

Name of Person Authorized to Sign Tender: _____

Name of Tenderer : _____

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

Terms of Tender

Appendix D**Staffing Proposal and Wage Proposal for Cleansing Workmen**

[Please refer to Clause 4 of the Terms of Tender and Section 4 of Contract Schedule 1.]

Section 1 – Proposed Staffing

Tenderers are required to propose in the spaces indicated below the size of the operational staff for due performance of all of the Services for **the whole Contract Period**.

In making the proposal, Tenderers should be conversant with the qualification and experience requirements of the Contractor's Employees (Section 4 of Contract Schedule 1) and the Service requirements as more particularly provided in the Contract Schedules.

Post of the staff	Number of Staff Member Proposed by the Tenderer
Contract Managers	
Drivers	
Cleansing Workmen	
Others, if any Proposed by Tenderer (Please specify)	
Total	

Note: Driver and Cleansing Workmen can be the same person

Additional information, if any, that may assist in the tender evaluation

Authorized Signature & Company Chop : _____

Name of Person Authorized to Sign Tender: _____

Name of Tenderer : _____

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

Terms of Tender

Appendix D**Staffing Proposal and Wage Proposal for Cleansing Workmen**

[Please refer to Clause 4 of the Terms of Tender and Section 4 of Contract Schedule 1.]

Section 2 – Wages Proposal for Cleansing Workmen

1. Tenderers must propose in the given spaces below a monthly wage rate for a **Cleansing Workman** and the basis on which such wage rate is calculated. The monthly wage rate proposed must comply with the requirements set out in the Standard Employment Contract and the accompanying Guidance Notes and not less than the “SMW plus rest day pay rate”. Tenderers are advised to read Clause 4(c) to (d) of the Terms of Tender carefully for the consequences of non-compliance of the wage requirements.
2. By way of illustration, the monthly wage payable to a Cleansing Workman shall not be less than HK\$8,556.00, calculated on the basis of –
 - (i) 31 days per month (i.e. 27 normal working days plus 4 paid rest days) *[see Note 1]*;
 - (ii) 6 normal working days per week;
 - (iii) 8 hours a day *[see Note 2]*; and
 - (iv) HK\$34.5 per hour *[see Note 3]*.
3. Wage proposal for Cleansing Workmen:

The monthly wage payable to a Cleansing Workman shall be HK\$_____ calculated on the basis of 31 days per month, one paid rest day for every period of seven days, 6 normal working days per week, 8 hours a day *[see Note 4]* and HK\$_____ per hour.

Note 1: Tenderers must allow one paid rest day for every period of seven days.

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

Note 3: The statutory minimum hourly wage is HK\$34.5 with effect from 1 May 2017.

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

Authorized Signature & Company Chop : _____

Name of Person Authorized to Sign Tender: _____

Name of Tenderer : _____

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

Terms of Tender

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

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

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

WHEREAS

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

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

- (1) Where applicable, words and expressions used in this Guarantee shall have the meaning assigned to them under the Contract.
- (2) In consideration of the Government entering into the Contract with the Contractor:
 - (a) The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract.
 - (b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and

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

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

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

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

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

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

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

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

- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the date falling **six (6)** months after the expiry of the Contract; or
- (b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,

whichever is the later.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any

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

other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

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

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

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

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

(a) upon the Government, at the Contract Management Unit, Protection Section, Country Parks Division (North-west), the Agriculture, Fisheries and Conservation Department, 6/F Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, marked for the attention of Director of Agriculture, Fisheries and Conservation, facsimile number 2317 0482;

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

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

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

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

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

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

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

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

* Please delete as appropriate

@ See Powers of Attorney Ordinance Chapter 31

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

[Please refer to Clause 22 of the Terms of Tender.]

To: Field Officer/ Contract Management
Agriculture, Fisheries and Conservation Department
Fax: (852) 2317 0482

Registration Form for Attending Tender Briefing Session
Provision of Hiring and Servicing of Portable Toilets in Various Country Parks
(Tender Ref.: AFCD/PT/04/18)

Details of the Briefing Session

Date : 21 August 2018 (Monday)
Time : 3:30 p.m.
Venue : Room 615, 6/F, Cheung Sha Wan Government Office 303 Cheung Sha Wan Road,
Kowloon.

Details of Registration

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

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

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

NOTE: This form should be completed and returned by post or by fax to the Agriculture, Fisheries and Conservation Department by 12:00 noon on 17 August 2018.

PART 2

CONDITIONS OF CONTRACT

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PART 2

CONDITIONS OF CONTRACT

1. Contract Period

- (a) The Contractor shall provide the Services to the Government, for a period of twelve (12) months from the Commencement Date subject to the provision for sooner determination or extension of the Contract as is provided for in the Contract.
- (b) Notwithstanding Clause 1(a) above, the Government may by serving a written notice on the Contractor of no less than one month prior to the expiry of the said period of twelve (12) months at its sole discretion extend such period for a continuous period of not more than six (6) months, commencing immediately upon expiry of the said period of twelve (12) months on the same terms and conditions herein except this clause.
- (c) The Contractor shall continue to perform the Contract throughout the extension period under Clause 1 (b) when Government exercises its right to extend the Contract.

2. Total Services and Variation

- (a) The Contractor shall during the Contract Period provide the Services in accordance with the Service Requirements as laid down in the Contract Schedules 1 to 3 and subject to the terms and conditions of this Contract including paragraphs (b) and (c) below.
- (b) Notwithstanding anything to the contrary herein contained, the Government Representative may from time to time and at any time during the Contract Period: -
 - (i) by giving not less than seven (7) days prior written notice to the Contractor, require the provision of Services which are not covered in the Services Requirements as set out in Contract Schedule 1 to 3 (e.g. additional Portable Toilet units or number of servicing to PTs), for such duration and in such manner as may be specified in the notice; and
 - (ii) by giving not less than two (2) days prior verbal notice (to be properly documented subsequently) to the Contractor, require the Contractor to carry out emergency services at such part of the Country Park(s), for such duration and in such manner as may be directed by the Government Representative and the Contractor shall provided such Services accordingly.
- (c) All of the Services provided by the Contractor including those provided under Clause 2(b) hereof will be payable in accordance with the rates of charges specified in the Contract Schedule 4.

3. Contractor's Acknowledgement

The Contractor acknowledges that-

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

obligations under the Contract on the ground of any misinterpretation by the Contractor of any matters relating to the Contract.

4. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that: -

- (a) the Contractor and all the Contractor's Employees shall have the necessary skills, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract;
- (b) the Contractor shall carry out and provide the Services with all due and reasonable diligence and in a proper, skilful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
- (c) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provision of the Services, including the obtaining and maintaining of all necessary licences or permits;
- (d) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquires made by the Government Representative;
- (e) the Contractor shall enter into a written Standard Employment Contract (if the contractual period exceeds seven (7) days) with each of the Cleansing Workmen and shall comply with all terms of the Standard Employment Contract. The Standard Employment Contract can be downloaded from the following hyperlink:
for Chinese version
<http://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2017.04.11.docx>; or
for English version
<http://www.afcd.gov.hk/english/tender/tender_rel/files/common/Standard_Employment_Contract_Eng_Rev2017.04.11.docx>
- (f) the Contractor shall comply with all reasonable instructions and directions on all matters relating to the Contract as the Government Representative may from time to time issue to the Contractor; and
- (g) the Contractor shall comply with requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of all Contractor's Employees. The Contractor shall take all necessary measures, including the provision of proper protective gear and proper training to ensure the safety of all Contractor's Employees during the provision of the Services. In the event of any Contractor's Employees or Contractor's sub-contractors or agents suffering from any personal injury or death in the course of provision of Services and whether there be a claim for compensation or not, the Contractor shall within twenty-four (24) hours give notice in writing of such personal injury or death to the Government Representative.
- (h) the Contractor shall be responsible for the good conduct of Contractor's Employees, permitted sub-contractors and agents (if any) while they are performing the Services at the Country Parks areas under the Contract and shall ensure that they comply with the Code of Conduct for the Contractor's Employees set out in Contract Schedule 6 which may be amended from time to time by the Government Representative. The Government

Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees or the Contractor's permitted sub-contractors or agents (if any) engaged or deployed for the purpose of the Contract. Any of the Contractor's Employees, the Contractor's sub-contractors or agents so removed shall be replaced as soon as possible by a competent substitute within such time as specified by the Government Representative.

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

- (a) The Contractor shall employ sufficient number of suitably trained, experienced and competent managerial and site supervisory staff and capable frontline field staff for the maintenance and execution of the Services. They shall include but not limited to the following:
- (i) At least one (1) Contract Manager; and
 - (ii) At each location as shown in Group 1 to 6 of Contract Schedule 2 or otherwise as determined by the Government, sufficient number of Cleansing Supervisors, Drivers and Cleansing Workmen.

The Contractor shall ensure that they all fulfill the respective qualifications to carry out their responsibilities and duties as stipulated in Section 4 of Contract Schedule 1.

- (b) The Contractor shall pay or shall ensure to be paid to each Cleansing Workman during the Contract Period a wage not less than: -
- (i) the monthly wage as specified in Contract Schedule 5; or
 - (ii) a monthly wage referred to at (i) above as the same may be adjusted as a result of future revision of the Statutory Minimum Wage (SMW), whichever is the higher.
- (c) The Contractor shall promptly pay or shall ensure prompt payment of wages to the Contractor's Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract. The Contractor shall use autopay for payment of wages to the Cleansing Workmen (payment by cheque is only allowed upon termination of employment contract and is made at request of Cleansing Workmen concerned)
- (d) Without the prior approval of the Government Representative, the Contractor shall not allow any Cleansing Workmen to work each day for more than the maximum allowable working hours per day as specified in the Standard Employment Contract.
- (e) The Contractor shall allow each Cleansing Workman not less than one hour meal break each day. The period of meal break of each Cleansing Workman shall be specified in the Standard Employment Contract.
- (f) The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate Contract forthwith.

6. Performance of Contractor's Employee

- (a) The Contractor shall ensure the good conduct of each of the Contractor Employees while they are performing the Services for or on behalf of the Contractor. Without prejudice to the aforesaid, the Contractor shall ensure that each employee : –
- (i) is fit for their tasks;
 - (ii) maintain the standard of discipline, courtesy, behaviour and consideration in performing the Services;
 - (iii) do not smoke, sleep, consume alcoholic drink, listen to radio, gossip and will refrain from any other malpractices while they are performing the Services; and
 - (iv) is on duty according to the frequency as specified in Contract Schedule 1 and 2 as applicable to the post set out therein-for which the Contractor's Employee is assigned to perform his/her duties for the purpose of this Contract and is punctual at all times.
- (b) The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's employees or agents engaged or deployed for the purpose of the Contract.
- (c) Any employee or agent so removed shall at the sole cost and expense of the Contractor be replaced as soon as possible by a competent substitute and within such time as specified by the Government Representative. The Contractor shall not deploy the removed person to perform the Services at any other location.
- (d) The Government shall in no circumstances be liable to the Contractor, its employees and agents in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employees or agents.
- (e) The Contractor and the Contractor's Employees shall: –
- (i) deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in performing the Services under the Contract;
 - (ii) wear tidy and clean uniforms and such special or protective clothing and footwear as the Government may consider necessary or appropriate. Any such special or protective clothing and footwear shall be provided, maintained and replaced as necessary by the Contractor at its own expenses;
 - (iii) upon being requested by the Government Representative, accompany the Government

Representative to the locations specified by the Government Representative to inspect the performance of the Services;

- (iv) give proper training, supervision and guidance to the Cleaners in performing the Services;
- (v) conduct surprise checks at such frequency agreed by the Government Representative and record the findings of his surprise checks in a record book;
- (vi) provide the record book for the Government Representative's inspection whenever requested by the Government Representative;
- (vii) if required by the Government Representative, deliver to the Government within such period as specified by the Government Representative, copies of the record for the Government's retention;
- (viii) if required by the Government Representative, attend and participate in meetings arranged by the Government Representative in relation to the Services (including meeting with any persons, groups or associations specified by the Government Representative to resolve complaints or discuss any aspect of the Services); and
- (ix) if required by the Government Representative, prepare a written report on any aspect of the Services as instructed by the Government Representative.

7. Personnel Records

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

of any new Standard Employment Contract entered into or any employment contract as amended, as the case may be, at its own cost.

- (d) The Contractor shall keep proper records of all amendments, variation or cancellation to the Standard Employment Contracts and the wage payment to the Contractor's Employees. .
- (e) Any breach of the undertaking in sub-clause (a) to (d) above in respect of written Standard Employment Contracts with the Cleansing Workmen shall be construed as a material breach of the Contract and the Government shall have right to terminate the Contract.
- (f) The Contractor shall not vary the terms and conditions of the Standard Employment Contract without the prior written approval of the Government Representative.
- (g) If requested by the Government Representative, the Contractor shall produce evidence to satisfy the Government Representative that the terms and conditions specified in the Standard Employment Contracts have been complied with. The Government Representative may at any time during the Contract Period approach the Contractor's Employees to verify the information provided by the Contractor. If requested by the Government Representative, the Contractor shall make arrangement for any or all of the Contractor's Employees to meet the Government Representative or the representatives of the Labour Department.
- (h) The Contractor shall obtain consent from the Contractor's Employees for disclosure of their personal data, the Standard Employment Contracts and all other records of employment to the Government Representative and the representatives of the Labour Department for the purposes of the Contract.
- (i) All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.

8. Demerit Point System

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

performance of which will rely heavily on the deployment of non-skilled workers.

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

9. Performance Monitoring of the Contractor

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

10. No Assignment and Sub-contracting

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

11. Inspection and Rejection

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor's Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed before payment shall be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.
- (c) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. In any particular case the Services provided by the Contractor has failed to meet the performance standards required under the Contract or any terms and conditions of the Contract, the Government Representative shall be entitled to instruct/advise the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully with the performance standards required under the Contract and terms and conditions of the Contract.

- (d) Within twenty-four (24) hours of being notified verbally or in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services. If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 11(c) or fails to provide required number of PTs and required number of Services to PTs in accordance with the Service Requirements in Contract Schedules 1 to 3, the Government Representative may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by other contractors. All costs and expense whatsoever which may be incurred by the Government Representative thereof shall be recoverable in full from the Contractor by deducting such sums from any money due or becoming due to the Contractor under this or other contracts with the Government.

12. Payment to Contractor

- (a) Subject always to the terms and conditions hereof, and the Contractor having performed the Services in accordance with the terms and conditions of the Contract to the satisfaction of the Government, the Government shall pay to the Contractor a service charge on a monthly basis (the “**Monthly Fee**”) in accordance with the following formula: -

Monthly Fee payable to Contractor

$$= (\text{Monthly Rate}) + \begin{matrix} \text{(Any total charges for additional} \\ \text{Services provided by the Contractor} \\ \text{under Clause 2(b), calculated on the} \\ \text{basis of the applicable rates of charges} \\ \text{as set out in Contract Schedule 4)} \end{matrix} - \begin{matrix} \text{(Total deductions calculated under} \\ \text{Clause 13)} \end{matrix}$$

For the purpose of calculating the Monthly Fee, the Monthly Rate of any particular month shall be referred to the number of PT units provided and the unit charges set out in Contract Schedule 4.

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

- (b) The Monthly Fee set out in sub-clause (a) above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings; the fees for obtaining any licence, authorization or permit from any Government or other authority; the fees payable to any sub-contractors or agents in connection with the performance of the Services.
- (c) The Contractor shall at the beginning of each month deliver to the Government Representative an invoice in respect of the Services rendered to the Government in the preceding month. Subject to the Government Representative being satisfied that the calculations of the Monthly Fee is correct, the Government shall pay the Contractor the Monthly Fee within 30 days after having received from the Contractor the invoice and the statement in accordance with the provisions of sub-clause (a). The Monthly Fee will be paid by the Government into the Contractor’s bank account direct. The Contractor shall, upon request by the Government Representative, provide a statement in the form as at **Annex A to the Conditions of Contract** which shall be certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap.50).

- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee shall be addressed to the Government Representative at the address specified in Clause 27. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed.
- (e) The billing periods for the Monthly Fee shall begin on the first day to the last day of the month during the Contract Period. In the case where the first or the last month of the Contract Period does not begin on the first day or end on the last day of the month, the Monthly Fee shall be adjusted on a pro rata basis.

13. Deduction in Monthly Fee

Except in the circumstance as provided in Clause 15, the Contractor shall ensure at all time during the Contract Period to provide the required number of PTs and required frequency of servicing to PTs in accordance with the requirements laid out in Section 2 of Contract Schedule 1. In the event of Contractor's failure to comply the requirements in the provision of and servicing to PTs, without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, the Government shall be entitled to not to make payment to the Contractor for the number or PTs or number of times of servicing to PTs the Contract fails to provide. It should be deemed that no service charge shall be made in respect of the service works which has not been executed by either not providing the PT units or servicing. The total monthly charge shall then be deducted proportionally based on the no. of calendar days of the month. This amount of payment (to be rounded to the nearest dollar) shall be deducted from the Monthly Rate and calculated in accordance with the following formula:

$$\begin{array}{l}
 \text{No. of PTs missing (if any) OR} \\
 \text{No. of times of cleansing \& supply of consumable} \\
 \text{items services to PTs missing (if any) OR} \\
 \text{No. of times of desludging \& water refilling services} \\
 \text{to PTs missing (if any)}
 \end{array}
 \times
 \frac{\begin{array}{l} \text{No. of days} \\ \text{either PT units} \\ \text{or servicing} \\ \text{missing} \end{array}}{\begin{array}{l} \text{Total No. of} \\ \text{service days of} \\ \text{the month} \\ \text{concerned} \end{array}}
 \times
 \text{Monthly Rate}$$

14. Engagement of Labour

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

15. Suspension of Services

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

16. Liability and Indemnity

- (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of: -
 - (i) any loss of or damages to any of the Contractor's property or that of the Contractor's Employees, sub-contractors or agents however caused (whether by any negligence of the Government or any of its employees or agents or otherwise); and
 - (ii) any injury to or death of any of the Contractor's Employees or those of its sub-contractors or agents save and except any such injury or death caused by the negligence of the Government or any of its employees or agents.
- (b) The Contractor shall indemnify the Government against any loss of or damage to any Government Property or of any of its employees or agents or from and against any claims, actions, proceedings, and liabilities (including liability to pay compensation and damages), costs (including legal costs on a full indemnity basis) and expenses incurred or sustained by the Government arising from any injury to or death of any employee or agent of the Government arising out of the negligence of the Contractor or any of the Contractor's Employees, sub-contractors or agents.
- (c) The Contractor shall indemnify and keep indemnified the Government fully and effectively against any and all losses, claims, damages, costs, charges, expenses, liabilities, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the following: -
 - (i) the negligence, recklessness, or willful misconduct of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
 - (ii) the breach or the non-performance or non-observance of any of the provisions, warranties and undertakings, obligations or conditions of the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
 - (iii) any unauthorized act of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents; or
 - (iv) the non-compliance of any applicable laws and any requirement or regulation of any competent authority or agency in connection with the performance of the obligations under the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.
- (d) For the purposes of this Clause, "negligence" shall have the same meaning as that assigned to

it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

- (e) The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.

17. Public Liability Insurance

- (a) The Contractor shall at its own costs take out and maintain and renew upon expiry, a public liability insurance policy for this Contract throughout the Contract Period with an indemnity amount of not less than Ten Million Hong Kong Dollars (HK\$10,000,000) per incident and for an unlimited number of claims arising during the Contract Period from injury to or death of any persons and for loss of or damage to any properties whatsoever where such injury, death, loss or damage (as the case may be) is caused by or arises out of any act, negligence or default of the Contractor, the Contractor's Employees or any of its sub-contractors or agents.
- (b) The public liability insurance policy shall: -
 - (i) be for the benefit and in the joint names of the Contractor and the Government; and
 - (ii) contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.
- (c) The insurance policy shall be issued by one or more insurance companies authorized to carry on the relevant insurance business under the Insurance Companies Ordinance (Cap. 41).
- (d) Upon issuance of the public liability insurance policy, the Contractor shall forthwith furnish a copy of the same to the Government Representative for keeping.
- (e) Upon expiry of the public liability insurance policy during the Contract Period, the Contractor shall renew the same on and subject to the original terms and conditions or otherwise such revised terms and conditions as the Government Representative may stipulate. Upon issuance of the renewed public liability insurance policy, the Contractor shall forthwith furnish a copy of the same to the Government Representative for keeping.
- (f) Under no circumstances whatsoever shall the Government be responsible for the premium payable under the public liability insurance policy or the premium payable for the renewal thereof.
- (g) The Contractor shall conform to the terms and conditions of the public liability insurance policy and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Contractor shall not do or permit or suffer to be done any act or omission whereby the public liability insurance policy shall be rendered void or voidable, or which would otherwise amount to a breach of the public liability insurance policy. The Contractor shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Contractor to observe and comply with this Clause.

18. Set Off

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

19. Contract Deposit

- (a) The Contractor shall, as a condition precedent to this Contract, deposit with the Government a Contract Deposit in the amount and in the manner as provided in Clause 11 of the Terms of Tender as continuous security for the due and faithful performance of the Contract. The deposit shall be either in cash or in the form of a banker's guarantee issued by a bank that is approved by the Government and that holds a valid banking licence granted under the Banking Ordinance (Cap. 155).
- (b) If payment of the Contract Deposit is made by a banker's guarantee, the banker's guarantee shall comply with the following:
 - (i) unless otherwise agreed by the Government, it must be on the terms set out at Appendix E to the Terms of Tender; and
 - (ii) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter of Conditional Acceptance as the date on which the banker's guarantee is to take effect. In the event that another date is specified, the banker's guarantee shall take effect no later than such date.
 - (iii) the banker's guarantee must remain valid till six (6) months after the expiry of the Contract (including all extensions thereof), or the date when all obligations of the Contractor under the Contract have been performed and discharged to the satisfaction of the Government Representative, whichever is later.
- (e) The Government shall, without prejudice to any other rights and remedies of the Government, have the right to deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of any and all costs, losses, damages or expense, suffered by the Government as the direct or indirect result of any breach of the Contract by the Contractor with or without the Contract being terminated.
- (f) If any deduction shall be made by the Government from the Contract Deposit during the continuance of the Contract, the Contractor shall, within fourteen (14) days of such deduction, deposit a further cash or provide a further banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit. The further banker's guarantee must comply with the requirements in sub-clause (b)(i to iii) and shall come into effect on the date of its execution.
- (g) If the Contractor fails to make up the deduction in accordance with sub-clause (d) above, the Government may at liberty to set-off the said amount against any sums due or payable to the Contractor by the Government under this Contract or otherwise and/or immediately terminate the Contract by notice in writing to the Contractor without prejudice to any claims that the Government has or may have in respect of any loss, damages, claims or any liability that may be incurred by the Government as a result of the Contractor's default.
- (f) Upon the expiry or sooner termination of the Contract, the Government will return to the Contractor without interest the balance of the cash deposit after having deducted therefrom

any sum due from the Contractor to the Government and when all the Contractor's obligations have been observed and complied with to the satisfaction of the Government Representative, or if a banker's guarantee is provided, such banker's guarantee shall be discharged or released.

20. Termination of Contract

- (a) The Government may forthwith terminate the Contract without prejudice to any other rights which the Government has or may have if: -
- (i) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within fourteen (14) days or such other period as provided in this Contract or as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the Government's intention to terminate the Contract) so to do, to remedy the breach; or
 - (ii) the Contractor unduly delays the performance and completion of the Services or any part thereof, or unduly delays the placing of necessary materials and equipment orders as set out in Contract Schedule 1; or
 - (iii) the Contractor shall pass a resolution or the court shall make an order for its liquidation or a petition is filed for the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation that is previously approved by the Government in writing or the Contractor becomes insolvent or makes any composition or arrangement with creditors; or
 - (iv) a receiver has been appointed over any of the Contractor's assets or a distress or execution shall be levied or enforced upon or taken out against any of the Contractor's chattels, properties or assets and shall not be discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
 - (v) the Contractor stops payment to creditors generally or is unable to pay its debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction); or
 - (vi) the Contractor assigns or purports to assign any or all the burden or benefits of this Contract without the prior written consent of the Government; or
 - (vii) the Contractor is in material breach of and/or has committed repeatedly breaches of any of his obligations under the Contract;
 - (viii) the Contractor is found to have made false declaration or untruthful revelation in, including but not limited to, its record of conviction of offences under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Criminal Procedure Ordinance (Cap. 221) or the Mandatory Provident Fund Schemes Ordinance (Cap. 485) as stated in the tender submission by the Contractor during the tendering process; or
 - (ix) the Contractor is found to have employed any person who is forbidden under the laws of Hong Kong or not permissible for whatever reasons to undertake any employment in Hong Kong, whether for this Contract or any other contracts, or to have aided and abetted another person to breach his condition of stay; or

- (x) the Contractor obtains three Demerit Points under this Contract; or
 - (xi) the Contractor is convicted of any offence under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Occupational Safety and Health Ordinance (Cap. 509), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) and the Occupational Retirement Schemes Ordinance (Cap. 426) in relation to this Contract; or
 - (xii) the Contractor fails to secure and maintain all required insurance; or
 - (xiii) the Contractor fails to make up the deduction in accordance with Clause 17(d) of the Conditions of Contract.
- (b) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.
- (c) Notwithstanding anything herein to the contract, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one month's prior written notice of such termination. The Government shall not be responsible for any loss or damage to the Contractor arising from such termination of Contract.

21. Consequence of Termination

- (a) The Contractor shall as soon as practicable after termination or expiry of the Contract at its expenses deliver and hand over to the Government all the records and documents relating to the Contract in whatever medium which are in the custody control or possession of the Contractor or its sub-contractors or agents. The Contractor shall also deliver up to the Government vacant possession of any office space or storage space in the Contract Area used or occupied by the Contractor under Clause 22 of the Conditions of Contract in a clean and tidy condition (fair wear and tear excepted).
- (b) The Government shall be entitled to recover all losses, damages, costs and expenses including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s), if any, upon the Contractor's breach of Clause 20(a) above, and shall have the right to deduct any money due to the Contractor under the Contract and under any other Government contracts (if there are any) for recovering the above losses, costs and expenses.
- (c) In the event of termination of contract for whatever reason, the Government shall not be required to make any further payment to the Contractor in accordance with the Clause 12 of the Conditions of Contract.

22. Government Property

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

materials in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

23. Government Premises / Contractor's Premises

- (a) The Government may at its sole discretion provide free of charge office and/or storage space within the Country Parks areas for use by the Contractor's Employees, or for the storage of the tools, equipment and materials employed in the Services provided that: -
 - (i) such use shall cease at the end or sooner termination of the Contract, or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor;
 - (ii) the Contractor shall keep the said office or storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate;
 - (iii) no fixtures, fittings or alteration shall be erected at or made to such office or storage space except with the Government Representative's prior consent in writing; and
 - (iv) the Contractor shall, upon termination of the Contract or on demand, remove at its own costs as soon as practicable, all fixtures or fittings erected at such office or storage space and restore the same to its original state. If the Contractor shall fail to do so within a reasonable time, the Government shall be entitled to remove and dispose of any properties, chattels, fixtures or fitting left uncollected in the Country Parks area in any manner deemed appropriate by the Government Representative (including sale and abandonment) and that no compensation will be made to the Contractor. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of this Clause shall be recoverable as a debt due from the Contractor.
- (b) The safety of any tools, equipment and vehicles used by the Contractor and brought alongside or onto Government premises shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises caused by such tools, equipment and vehicle.
- (c) The Contractor shall not use any space provided to it by the Government for conducting any fee-charging activities.
- (d) Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the Contractor.
- (e) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative at all reasonable time.

24. Non-Exclusivity

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

25. Corrupt Gifts

- (a) The Contractor shall prohibit its employees, agents, and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with this Contract.
- (b) If the Contractor or any of the Contractor's Employees, its agents or sub-contractors breach sub-clause (a) above or commit an offence under the Prevention of Bribery Ordinance (Cap.

201) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation therefor. Suspected bribery cases would be reported to the Independent Commission Against Corruption (ICAC) for investigation.

- (c) The Contractor shall be liable for all expenses incurred by the Government as a result of the termination of the Contract under this Clause.

26. Publicity

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

27. Service of Notice

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

	<u>Address</u>	<u>Fax. No.</u>
(i) the Government:	Contract Management Unit Protection Section Country Parks Division (North-west) Country and Marine Parks Branch, Agriculture, Fisheries and Conservation Department, 6/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong	2317 0482
(ii) the Contractor:	As stated in Appendix A of Terms of Tender	As stated in <u>Appendix A of</u> <u>Terms of Tender</u>

- (c) Such notice, request, demand, direction or other communications addressed to the relevant party as provided in sub-Clause (b) shall be deemed to have been duly given
- (i) if sent by personal delivery, upon delivery to the relevant address; or
- (ii) if sent by post, five (5) business days (for local post) and ten (10) business days (for overseas post) after the date of posting; or

- (iii) if sent by facsimile, when dispatched with confirmed transmission receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by facsimile machine used for such transmission; or
- (iv) if sent by e-mail, on the date of transmission

28. Site Record, Return and Management Report

- (a) The Contractor shall keep a monthly site record including the following information:
 - i. Date of desludging operation including the disposal of Sludge at the Disposal Sites as required in Contract Schedules 1 and 2 for each location;
 - ii. Amount of sludge (in litres) collected in each desludging operation;
 - iii. Amount of sludge (in litres) disposal in each sludge disposal;
 - iv. Disposal Site;

In monthly interval, the Contractor shall submit a copy of such monthly site record to the respective District Field Officer listed in Contract Schedule 2 at the end of the month.
- (b) The Contractor shall provide an attendance log system (i.e. log-book record or other system) in such manner and at each location(s) of Portable Toilets as may be approved by the Government Representative to monitor the attendance of the Contractor's Employees in provision of the Services to Portable Toilets.
- (c) The Contractor shall deliver to the respective District Field Officer at the end of each month a management report showing in detail the Services performed in respect of that district during the month, such details shall include with limitation the numbers of and locations where Portable Toilets provided and the frequencies and times of Services for the Portable Toilets, the number as well as the grades and posts of his Employees, the details of any absentees and replacement. The monthly management report, which shall be signed off by the Contractor, shall also include accomplishment, significant events, run-in/operational problems, and remedial measures and any other information as required by Government Representative from time to time.
- (d) The Contractor shall provide any other information and documentation in as may be requested by the Government Representative relating to the provision of the Services.
- (e) Notwithstanding the foregoing, the Contractor shall, as and when called upon to do so by the Government Representative, make available to the Government Representative, or such other person as the Government Representative may direct, such other information which may be within the Contractor's knowledge to enable the Government Representative to verify the data contained in the aforesaid records.
- (f) The Contractor shall keep and maintain the Government's site records properly.
- (g) The Government Representative may prescribe the form of the Contractor's reports, records and schedules required under Clause 28(a) – 28(e) and the Contractor shall adopt the prescribed form in preparing such reports, records and schedules.

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

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

30. Entirety Agreement

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

31. Relationship of the Parties

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

32. Jurisdiction

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

33. Compliance with Laws and Regulations

- (a) The Contractor shall use all vehicles, equipment, materials and tools in the performance of the Services in such manner as to comply with the provisions of the Contract, the manufacturer's instructions or guidelines, Road Traffic Ordinance (Cap. 374) and its subsidiary legislation, Air Pollution Control (Emission Reduction Devices for Vehicles) Regulation (Cap. 311U), Air Pollution Control (Volatile Organic Compounds) Regulation (Cap.311W), Noise Control (Motor Vehicles) Regulation (Cap 400 I), Public Cleansing and Prevention of Nuisances Regulation (Cap. 132BK), Code of Practice for the Lighting, Signing and Guarding of Road Works published by the Highways Department, and other code of practice issued by relevant authorities and legislation of the Laws of Hong Kong which may be applicable to the Contract.
- (b) The Contractor shall conform in all aspects with the provisions of any enactment and regulations or by-laws of any local or other duly constituted authority which may be applicable to this Contract and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Government indemnified against all penalties and liability of every kind for breach of any such enactment, regulations, by-laws or rules.
- (c) Licensing Requirements
 - (i) This Contract does not confer exemption from licensing requirement pertaining to the Services, if any. The Contractor should undertake to approach the relevant authorities for obtaining all licences, permits and certificates, if any, required by law for the execution and operation of the Services.

- (ii) The Contractor should forthwith obtain and on or before the due date for renewal renew all licences, permits and certificates, if any, required by law for the execution of the Services, and shall not provide any service for which the licence, permit or certificate is so required without first obtaining such licence, permit or certificate.

34. Wavier and Severability

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

35. Dispute

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

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

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

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

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

37. Exclusion Clause

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance(Cap. 623).

Annex A

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

ACCOUNTANT'S STATEMENT FOR PAYMENT APPLICATION

REQUIRED UNDER CONTRACT NO. _____

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

FOR THE MONTH : 20__

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

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

(※Accountant's Signature)

(※Accountant's Name)

(Date)

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

Annex A

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

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

CONTRACT NO. _____

FOR THE MONTH: _____

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

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

* Committed wages means wage as set out in Contract Schedule 4 by successful Tenderer.

** Wage received refers to that before deduction of employee's contribution to the Mandatory Provident Fund.

Among other things, any non-compliance with the committed daily maximum working hours for Cleaners shall be stated.

(※Accountant's Signature)

(※Accountant's Name)

(Date)

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

PART 3
CONTRACT SCHEDULES

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Contract Schedule 1

Service Requirements

Section 1 – General Service Requirements

1. The Contractor shall during the entire Contract Period provide to the Government the following Services in accordance with the terms and conditions of the Contract and as more particularly provided in Contract Schedules 1 to 3: -
 - a) Supply of Portable Toilets, including assembling, disassembling and transportation, with consumable items to the Portable Toilets, and provision of repair and maintenance works to and, where necessary, relocation of Portable Toilets; and
 - b) Provision of servicing which includes desludging, cleansing, water refilling services, supply of consumable items for each Portable Toilet and replacement of the Portable Toilets once every 3 months.
2. The Contractor shall provide at his own expense sufficient number of vehicles (including Desludging Vehicles), Portable Toilets, equipment, materials and tools for the performance of the Services under this Contract.
3. The vehicles (including Desludging Vehicles), Portable Toilets, equipment, materials and tools shall be of the type and quality specified in Clause 3 and 12 of Section 2 in Contract Schedule 1 respectively and approved by the Government Representative. Prior approval from the Government Representative must be sought in case there is any change in the type of vehicles (including Desludging Vehicles), Portable Toilets, equipment, materials and tools used in the performance of the Services.

Section 2 – Hiring and Servicing to be provided

1. The Contractor shall provide the **Hiring and Servicing** of the Portable toilets at the locations as listed in Contract Schedule 2 and marked on maps in Contract Schedule 3.
2. **Servicing** include **Desludging, Cleansing and Water refilling, Supply of Consumable items** (Service A and B) and **Replacement** of the Portable Toilets quarterly :
 - (a) The regular servicing to the Portable Toilets shall be provided with either of the following two Services with different servicing frequency:
 - (i) **Service A – Daily** Servicing to Portable Toilets (for both **regular units** and **units for person with disability**) throughout the Contract Period.
 - (ii) **Service B - Servicing** on every **Monday, Thursday, Saturday, Sunday and all General Holidays** to Portable Toilets (for both **regular unit** and **unit for person with disability**) throughout the Contract Period
 - (b) **Quarterly Replacement** of Portable Toilets - The contractor is required to replace each Portable Toilet quarterly i.e. every three months with another set of thoroughly cleansed Portable Toilets throughout the Contract Period in March, June and September 2019.

Design and Specification of Portable Toilets

3. The Portable Toilets provided by the Contractor shall fulfill the following design and specifications. No alternation to the design and specification or replacement of any Portable Toilets shall be made without the prior approval of the Government Representative.
- (a) Each **regular** Portable Toilet shall -
- (i) be constructed with light coloured, high density polythene (HDPE) and structurally strong enough to be located out-of-doors in exposed places subject to wind, rain and weather conditions experienced in the territory as well as to withstand regular use by members of the public;
 - (ii) have surfaces with low moisture absorption rate and easy to clean;
 - (iii) be of squatting-type design (with dimension not less than: Depth – 1 m, Width – 1 m, Height – 2.2m) and provided with foot-operated flushing system. The flushing system shall be capable of removing effectively all soil matter after each flush;
 - (iv) have landing steps or low threshold for convenient use by the general public in particular the children and the senior citizens;
 - (v) have an internal dimension and headroom sufficient for comfort use by the general public;
 - (vi) be provided with translucent roof. Ventilation louvers shall be provided on upper part of the toilet and lower part of the door;
 - (vii) be provided with hand-washing facilities, coat hook, door locking device, toilet paper holder and soap dispenser. The design of the hand-washing facilities shall be in such a manner as to avoid splashing of water;
 - (viii) be provided adequate notice in both Chinese and English to indicate the operation of the flushing system and hand-washing facilities;
 - (ix) have a waste tank and fresh water tank. The capacity of the holding tank shall not be less than 400 litres.
 - (x) Suitable signs and symbols indicating the intended use of the facilities for persons with disability shall be displayed outside the toilets.
- (b) Each Portable Toilet for the **person with disability** used for the provision of the Services shall compliance with the Americans with Disabilities Act (ADA) Standards or equivalent and have additional requirements as follow –
- (i) be of sitting-type design (with dimension not less than: Depth – 1.5 m, Width – 1.5 m, Height – 2.2m)
 - (ii) flush control shall be hand-operated. Such hand-operated control shall be capable of being operated with one hand and shall not require tight grasping, pinching or twisting of the wrist.
 - (iii) the door locking device shall be capable of being operated from the outside in the event of an emergency;
 - (iv) Suitable signs and symbols indicating the intended use of the facilities for persons with disability shall be displayed outside the toilets.

Repair and Maintenance Works to Portable Toilets

4. The Contractor shall, at his own costs including labour and materials, carry out and complete all repair and maintenance works to the Portable Toilets within twenty-four (24) hours of being notified by the Government Representative.
5. All materials and replacement parts used shall be a direct replacement and they shall be of the same brand and quality as the existing parts used in the Portable Toilets. In case such materials and replacements are not available in the market, the nearest equivalent shall be provided subject to the prior approval of the Government Representative.
6. The Contractor shall maintain such stocks of materials, spares, equipment and tools as it considers necessary for the prompt and effective completion of the repair and maintenance works required in Clause 4 to 5 of Section 2 in Contract Schedule 1.
7. If the Contractor fails to complete the repair and maintenance works to the Portable Toilets within twenty-four (24) hours of being notified by the Government Representative resulting in non-provision of Services, the Contractor shall forthwith replace the defective Portable Toilet with another one of good working condition at no extra cost to the Government.

Supply of Consumable Items to Portable Toilets

8. The Contractor shall provide at his own expense toilet paper, liquid soap, disinfectant, deodorant and de-fouling chemicals to the Portable Toilets in the manner as stipulated in Clauses 9 to 12 of Section 2 in Contract Schedule 1. The Contractor shall maintain the uninterrupted stocks of consumable items and cleansing materials to permit the uninterrupted provision of the Services.
9. The toilet paper provided to the Portable Toilets of the Service locations listed in Contract Schedules 2 and 3 shall be in roll form of white color soft double-ply tissue and the liquid soap, disinfectant, deodorant and de-fouling chemical shall be in nature complying the requirements of the legal provision and other relevant legislative provision in public health. The Contractor shall provide, when required, hygiene certificate from recognized laboratory to prove that the toilet paper, liquid soap, disinfectant, deodorant and de-fouling chemical comply with the specified hygiene requirement
10. The Contractor should, as far as possible, use cleansing products that comply with the green specifications developed by Environmental Protection Department (EPD) & Government Logistics Department (GLD) as attached in Contract Schedule 7.
11. The Contractor shall also provide replenishment for toilet paper roll, refill the waste tanks of the Portable Toilets with de-fouling chemical as frequent as possible to prevent emission of smell therefrom and replace the deodorant in each Portable Toilet..

Servicing to Portable Toilets

12. Servicing to the Portable Toilets shall include: **Desludging Services; Cleansing Services; Water Refilling Services; Supply of Consumable Items and Replacement of cleansed Portable Toilet** for each Portable Toilet in accordance with the following Service requirements.

(a) Desludging Services**(i) Design and Specification of Desludging Vehicles**

- (1) The Contractor shall provide Desludging Vehicles with the design and specification set out below for the desludging services in performance of this Contract.

(2) The truck chassis and construction of the Desludging Vehicles shall fully comply with prevailing Hong Kong Laws and Regulations. Each Desludging Vehicle shall –

- be equipped with petrol or diesel engine of Euro IV or later emission standard;
- have Permitted Gross Vehicle Weight of not more than 24 tonnes and the capacity of Sludge holding tanks should not be less than 5,000 litres (**except the Desludging Vehicle servicing the Portable Toilets to be used in Tai Po Kau Special Area and Fei Ngo Shan which should have Permitted Gross Vehicle Weight of not more than 5.5 tonnes with capacity of Sludge holding tank not less than 1,000 litres**). A ‘Sight Glass’ shall be provided at the tank for visual inspection of the volume of Sludge;
- be installed with a powerful vacuum pumping system for generating sufficient suction force for effective desludging;
- have ancillary tanks each of a size suitable for containing water for washing and disinfectants for disinfecting equipment and tools for the Services, including Sludge Collection Buckets.
- include special devices to prevent nuisances arising from the collection and transportation of Sludge, in particular, emission of bad odour, dripping of liquid and spilling of Sludge;
- be equipped with a suction pipe of suitable length to facilitate removal of Sludge from the Portable Toilets; and
- have warning labels and control instructions in both English and Chinese properly affixed at appropriate positions.

(ii) Desludging Operations

The Contractor shall ensure that-

- (1) the Drivers and Cleansing Workmen are fully trained and thoroughly competent in their respective responsibilities for the safe and proper use and operation of the Desludging Vehicles, equipment and tools and all associated equipment used in the desludging operations. In particular, the Driver should pay attention to the loading of Sludge at the Sludge collection points and the off-loading of Sludge at the Disposal Site.
- (2) the desludging operations are carried out in a workmanlike manner without causing unreasonable obstruction or annoyance to the public;
- (3) all preventive measures are taken so as to avoid spillage of Sludge and to minimize smell and noise nuisance during the desludging operations; and
- (4) all Sludge collected shall only be transported by Desludging Vehicles approved by the Government Representative to the Disposal Site.

(iii) Disposal of Sludge

- (1) The Contractor shall ensure that all Sludge collected arising from the performance of the Services shall be disposed to the designated Disposal Site listed below in a proper manner. Improper disposal of Sludge such as dumping into the sea, stream,

watercourse, open drain, open drain or ditch, down the slopes, fly-tipping or in places other than the approved Disposal Sites set out below is strictly prohibited and shall be deemed to be a breach of a material term of the Contract.

No.	<u>Name of Disposal Sites</u>	<u>Operating Hours</u>		<u>Remarks</u>
1.	Shek Wu Hui Sewage Treatment Works	Mon. – Sat.	0800 - 1600	The services of the Disposal Sites will be suspended when Tropical Cyclone Warning Signal No. 8 or above is issued.
2.	Yuen Long Sewage Treatment Works	Mon. – Fri.	0800 - 1700	
		Sat.	0900 - 1200	
3.	Tai Po Sewage Treatment Works	Mon. – Sat.	0800 - 1600	
		Sat.	0900 - 1200	The services of the Disposal Sites will be suspended during public holidays and when Tropical Cyclone Warning Signal No. 8 or above is issued.
4.	Sai Kung Sewage Treatment Works	Mon. – Fri.	0900 - 1600	
5.	Ap Lei Chau Preliminary Treatment Works	Mon. – Sat.	0900 - 1600	
6.	Mui Wo Sewage Treatment Works	Mon. – Sat.	0900 - 1600	

Note: The above information is given for Tenderers' reference only. No guarantee is made by the Government as to the accuracy of such information. However, reasonable care has been exercised by the Government to ensure that the given information reflect the actual situation. The Government shall not be liable for any loss sustained by the Tenderers due to inaccuracy of the information.

- (2) The Contractor shall note that disposal of Sludge must be carried out in Disposal Site in accordance with a permit system controlled by the Drainage Services Department. Before the commencement of the Services, the Contractor shall apply to the Drainage Services Department for disposal of Sludge and obtain the requisite 'Permission for Domestic Liquid Waste Disposal'.
- (3) The Contractor shall deliver all Sludge arising from the performance of the Services to Disposal Site immediately after completion of the day's collection.
- (4) The Contractor shall ensure the Sludge disposal operations are concluded in full compliance with the requirement and conditions laid down in the "Permission for Domestic Liquid Waste Disposal", and the rules and directives as may be imposed by the management of the Disposal Site with regard to the disposal of Sludge thereat.
- (5) Drainage Services Department reserves the right to check the strength (e.g. BOD, TSS, COD, TKN, O&N and E-coli, etc.) of the Sludge to be disposed at any Disposal Site. If high strength of Sludge is observed, Drainage Services Department has the right to reject the delivery of Sludge by the Contractor.
- (6) The Contractor shall take all preventive measures so as to avoid spillage of the Sludge and leachate and escape of bad odour from the Desludging Vehicles or any equipment, materials and tools during loading and transit between the points of collection or to the Disposal Site.
- (7) No totting shall be allowed by the Contractor and its employees. Sludge collected under the Contract shall become the property of the Government.

(b) Cleansing Services

- (i) In providing the cleansing services to Portable Toilets, the Contractor shall arrange its Cleansing Workmen to scrub, wash and sanitize the interior and exterior parts of the Portable Toilets, including but limited to the floors, steps, toilet pans, rims, handrails, fixtures, wash hand basins, ceilings and ventilation louvers.
- (ii) After the cleaning, the Cleansing Workmen shall wipe and mop dry all surfaces except the interior surfaces of the toilet pans.
- (iii) The immediate surroundings of each Portable Toilets shall also be cleaned in each cleansing service.
- (iv) The Contractor should adopt the Green Guidelines for Cleansing Services developed by Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 7 in the performance of the Services.

(c) Water Refilling Services and Supply of consumable items

- (i) The Contractor shall provide at its own expense refilling for the fresh water tanks of the Portable Toilets with clean fresh water, and supply all consumable items to the Portable Toilets in the manner as stipulated in Clauses 9 to 12 of Section 2 above.
- (ii) The Contractor shall not unnecessarily lock up or close any Portable Toilets, unless such facilities are badly damaged, seriously choked, flooded or pose a safety hazard, as the case may be. The Contractor shall forthwith report the case to the Government Representative.

(d) Quarterly Replacement of Portable Toilets

- (i) Each and every Portable Toilet within each group at the locations as listed in Contract Schedule 2 and marked on maps in Contract Schedule 3, shall be replaced with a thoroughly cleansed Portable Toilet at prime service conditions every three months throughout the Contract Period i.e. in March, June and September 2019;
- (ii) The serviced Portable Toilets shall be returned to the Contractor for intensive cleansing and sanitization treatment off-site quarterly.
- (iii) Cleansing Standard requirement of replacement of Portable toilets

The Contractor shall ensure that the replacement Portable Toilets have been:

- (1) thoroughly cleansed using approved cleaning detergent, high pressure water jets etc.;
- (2) properly disinfected and sanitized;
- (3) shall have no unpleasant odour and be free from graffiti, stickers etc.;

- (iv) The rate of Replacement of Portable Toilet is the standard unit cost to replace a servicing Portable Toilet with one that has been cleaned and sterilised offsite. The rate shall include the transportation cost to and from the location and labour cost required to dismantle, assemble and secure the Portable Toilets for public use.
- (v) A Portable Toilets failing to meet the standard cleansing requirements, as stipulated above in clause 12(d) (iii) of section 2 in Contract Schedule 1, shall be rejected. The Contractor

shall provide another replacement Portable Toilets at their own expense until the approved cleansing standards are met.

Section 3 – Other Requirements for Contractor’s Vehicles, Equipments, Materials & Tools

1. All vehicles (including Desludging Vehicles), Portable Toilets, equipment and tools used for the performance of the Services shall be free of excessive noise, odour, smoke or other emission, as the case may be. They shall also be safe, of good working conditions and properly maintained. If the Government is of the opinion that the vehicles, Portable Toilets, equipment, materials or tools are inadequate or inefficient, or where the paintwork or finish of the vehicles or equipment fades or tarnishes, the Contractor shall repair, refurbish or replace such within a reasonable time to the satisfaction of the Government Representative.
2. All vehicles (including Desludging Vehicles), equipment, materials and tools shall be stored away after use, so that it is not unsightly or causing obstruction to the public. The Government shall not be liable for the loss or damage howsoever caused to the vehicles, vessels, equipment, materials and tools used by the Contractor and brought alongside or onto the Government premises as the case may be.
3. The Contractor shall cause all vehicles (including Desludging Vehicles), equipment, materials and tools to bear such words, devices or insignia as the Government Representative may require. No vehicles, Portable Toilets, equipment or tools shall bear any advertising matter of any sort without the prior written consent of the Government Representative.
4. The Contractor shall ensure that:-
 - (a) only those Drivers and operators authorized by the Contractor shall drive, operate or use the vehicles, equipment and tools and in so doing shall comply with all relevant legislation, regulations, code of practice and the like, including those stated in Clause 33 of the Conditions of Contract;
 - (b) when using or operating any vehicles, equipment and tools in the course of execution of the Services such use or operation shall not obstruct, impede, hinder, interfere with, restrict or cause a nuisance to any vehicles wherever situated and whether moving or stationary or the flow of traffic on the road or to any pedestrian or any other member of the public using the road, footpath or whilst at any other location; and
 - (c) all vehicles, equipment and tools are used in such a manner so as not to cause any damage whatsoever and the Contractor shall make good any such damage caused to the satisfaction of the Government Representative within a reasonable period specified by the Government Representative. Should the Contractor fail to make good any such damage caused, the Government Representative shall be entitled to make good any such damage caused and recover the costs in so doing from the Contractor or deducting such cost from any payments otherwise due to the Contractor under this Contract or any other contract entered into with the Government.
5. All cleansing chemical, disinfection agents and materials shall be environmentally friendly. The Contractor shall not use any cleansing chemicals, disinfection agents and materials of corrosive nature which may cause any personal injury or property damage to the Government, any members of the public or person in the performance of the Services. The Contractor should adopt the Green Guidelines for Cleansing Services developed by Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 7 in the performance of the Services
6. The Contractor shall provide at its own expense and erect flashing beacons, street cleansing signs, traffic cones, etc. and display warning signs bearing the words “Cleansing Work in Progress (清潔進

行中)”, “Beware of Wet Floor (小心地滑)” and “Caution! Desludging Work in Progress (請勿接近! 清糞工作進行中)” as appropriate and take safety measure in performing the Services to ensure safety to and hygiene of persons and prevent damage to private and Government property.

Section 4 – Qualification Requirements and Responsibilities of the Contractor’s Employees

1. The Contractor shall deploy sufficient suitably trained, experienced and competent managerial and site supervisory staff for the maintenance and execution of the Services. The Contractor’s Employees should have the following qualifications, capabilities and experience to carry out their responsibilities/duties under this Contract and as particularly provided below:-

2.

	Rank	Qualification and Other Requirements	Responsibilities / Duties
(a)	Contract Manager	<ol style="list-style-type: none"> 1. Possess at least three (3) years of experience in the field of management, or equivalent, 2. Possess at least two(2) years of experience in cleansing Services or sewage management, and 3. Be able to write and speak fluent English and Cantonese. 	<ol style="list-style-type: none"> 1. In charge of the Services and have the full authority to make all necessary decisions regarding the provision of the Services; 2. Responding promptly to any queries raised and implement instructions given by the Government Representative in relation to the provision of the Services on behalf of the Contractor; 3. Attending meetings with Government Representative in relation to the provision of the Services;
(b)	Driver	<ol style="list-style-type: none"> 1. Posses a valid driving license for the respective vehicles (including Desludging Vehicles); and 2. Be able to speak fluent Cantonese. 3. Driver and Cleansing Workman can be the same person. 	<ol style="list-style-type: none"> 1. Driving and operating the vehicles (including Desludging Vehicles) for provision of the Services.
(c)	Cleansing Workman	<ol style="list-style-type: none"> 1. Be physically fit to carry out cleansing and related tasks; and 2. Be able to speak fluent Cantonese. 3. Driver and Cleansing Workman can be the same person. 	<ol style="list-style-type: none"> 1. Performing all the cleansing and related tasks for the Portable Toilets.

3. The Contractor shall at its own cost provide the Contract Manager with mobile phones, and shall provide the Government Representative with the numbers of such mobile phones immediately on the commencement of the Contract Period to ensure that the Contract Manager can be contacted at all times during the Contract Period.

Contract Schedule 2

Requirements for Portable Toilets

Group 1

Provision of hiring and servicing of **6 Units** of Portable Toilets (including one (1) Portable Toilets for Person with Disability) in Country Parks Areas (Map of Group 1) from 1 December 2018 to 30 November 2019

Service A: Daily Service					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR1-A1-A2	Tung Chung Road, Pak Kung Au, Lantau Island	大嶼山東涌道伯公坳, (近東涌道巴士站)	2	-	Mr. C.K. LAU FO(TCA) Tel: 2988 8201
PR1-A3, PD1-A4	Wong Lung Hang Picnic Site, Lantau North Country Park	大嶼山東涌黃龍坑道, 黃龍坑郊遊場 (近黃龍坑郊遊徑起點)	1	1	
Service B: with Servicing on every Monday, Thursday, Saturday, Sunday and all Public Holidays					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR1-B1	Tung Chung Road, Waterworks Catchwater Road, Lantau Island	大嶼山舊東涌道, (近長沙引水道 P4 場)	1	-	Mr. C.K. LAU FO(TCA) Tel: 2988 8201
PR1-B2	Kau Ling Chung Campsite entrance at Tai Long Wan Catchwater Road, Lantau North Country Park	大嶼山大浪灣引水道 (近狗嶺涌營地入口)	1	-	Ms. S.W. CHAN FO(KS) Tel: 2985 6483

Group 2

Provision of hiring and servicing of **14 Units** of Portable Toilets (including one (1) Portable Toilets for Person with Disability) in Country Parks Areas (Map of Group 2) from 1 December 2018 to 30 November 2019

Service A: Daily Service					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR2-A1	End of Golden Hill Road, Sham Shui Po	金山路尾迴旋處 (近孖指徑燒烤場)	1	-	Mr. M.F. LEE FO(KH) Tel: 2386 0667
PR2-A2-3	Golden Hill Road next to Picnic Site P/012, Sham Shui Po	金山路郊遊場 P012 (近金山家樂徑)	2	-	
PR2-A4	Tai Po Road near BBQ Site KS/B/007, Sham Shui Po	大埔道燒烤場 B007 (近大埔道往沙田方向停車場)	1	-	
PR2-A5-6	Golden Hill Road near Picnic Site KS/P/005, Sham Shui Po	金山路郊遊場 P005 (近金山樹木研習徑)	2	-	
PR2-A7-9,, PD2-A10	Cheung Yuen Road, BBQ Site B/002, Sham Shui Po	長源路燒烤場 B002 (近九龍副水塘)	3	1	
PR2-A11	Eagle Nest, Lion Rock Country Park, Sham Shui Po	獅子山郊遊場 P001 (鷹巢山自然教育徑)	1	-	
PR2-A12	Lung Yan Road	龍欣道(近鷹巢山自然教育徑)	1	-	Mr. P.T. YAU FO(MOS) Tel: 2641 0411
PR2-A13-14	Shui Chuen Au Street, Sha Tin	沙田水泉坳街 (面向斜坡 7SE - C/C257)	2	-	

Group 3

Provision of hiring and servicing of **12 Units** of Portable Toilets in Country Parks Areas (Map of Group 3) from 1 December 2018 to 30 November 2019

Service B: with Servicing on every Monday, Thursday, Saturday, Sunday and all Public Holidays					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR3-B1-2	Picnic Site No.5, Tai Mo Shan Road	大帽山道 5 號郊遊場地 (近產業署開口旁的停車位置)	2	-	Mr. C.K. Cheung FO(SM) Tel: 2489 8598
PR3-B3	Lung Mun Country Trail Entrance, Chuen Lung	川龍、近龍門郊遊徑入口	1	-	
PR3-B4	Picnic Site No. 1, Lung Mun Country Trail Entrance, Tsuen Wan	城門西、城門林道水塘段、城門 1 號郊遊場地 龍門郊遊徑入口	1	-	
PR3-B5-6	BBQ Site No.4, Shing Mun Road, Tsuen Wan	城門道、近漁護署工程科馬路部入口：城門 4 號燒烤場地	2	-	
PR3-B7-8	BBQ Site No.16, Shing Mun Main Dam, Tsuen Wan	城門 16 號燒烤場地 城門水塘主壩	2	-	
PR3-B9	Picnic Site No.14, Shing Mun Forest Track, Tsuen Wan	城門東、城門林道 城門 14 號郊遊場地	1	-	
PR3-B10	A junction of Forest Tracks leading to Needle Hill, Shing Mun East	城門東、城門林道針山段入口	1	-	
PR3-B11	Shing Mun Arboretum, Shing Mun Forest Track, Tsuen Wan	城門林道標本林段 城門標本林入口對面	1	-	
PR3-B12	Needle Hill Forest Track near A junction to Shatin Country Trail Entrance	針山近沙田郊遊徑入口	1	-	

Group 4

Provision of hiring and servicing of **34 Units** of Portable Toilets (including two (2) Portable Toilets for Person with Disability) in Country Parks Areas (Map of Group 4) from 1 December 2018 to 30 November 2019

Service A: Daily Service					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
PR4-A1-2	So Kwun Wat Catchwater Road, Tuen Mun	虎地路	2	-	Mr. W.Y. YAM FO(ST) Tel: 2491 9485
PR4-A3	A Site (JK997818) beside the Pat Heung Catchwater Road, Tsing Tam	八鄉引水道 (近燒烤場 TL/B/409)	1	-	Mr. K.S. YIU FO(Tk) Tel. 2490 4677
Service B: with Servicing on every Monday, Thursday, Saturday, Sunday and all Public Holidays					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR4-B1-5	So Kwun Wat Catchwater Road, Tuen Mun	PR4-B1 - 近顯發里 PR4-B2-3 - 近置樂花園 PR4-B4 - 近掃管笏 PR4-B5 - 近白石坑	5	-	Mr. W.Y. YAM FO(ST) Tel: 2491 9485
PR4-B6	Tai Lam Chung Reservoir Section, Near Dam to Pak Shek Hang Main Dam	大欖涌水塘段 近白石坑壩	1	-	
PR4-B7	Wong Nai Tun Catchwater Road	黃泥墩引水道 (手臂灣)	1	-	
PR4-B8	Tai Lam Chung Main Dam	大欖涌水塘主壩 (P310 郊遊場)	1	-	
PD4-B9	Sham Tseng BBQ Site No.001, Sham Tseng	深井青龍頭龍如路直入 B001 燒烤場	-	1	
PR4-B10	Sham Tseng Picnic Site No. 003, Sham Tseng	大欖郊野公園林道內(青龍頭段), P003 郊遊場	1	-	
PR4-B11	Warden Post, Tai Lam Chung	大欖郊野公園林道內(青龍頭段), P006 郊遊場 (近護理員站崗)	1	-	
PR4-B12	Forestry track Compt. 38, Sham Tseng	大欖郊野公園林道內(青龍頭段) 38 區(三义路口)	1	-	
PR4-B13-14	Kat Hing Bridge, Tai Lam Chung	吉慶橋 (大欖林道大棠段)	2	-	Miss K.S. WU FO(TTg) Tel: 2475 8774
PR4-B15	Ma On Kong, Pat Heung, Yuen Long	馬鞍崗(大欖隧道收費站元朗方向八鄉出口停車場)	1	-	
PR4-B16	Pak Kung Au, Tai Lam Chung	伯公坳 (大欖林道大棠段及伯公坳段交界)	1	-	

PR4-B17	Tin Fu Tsai Raod No. 1, Tai Lam Forest Track	大欖林道田夫仔一號路	1	-	Mr. K.S. YIU FO(Tk) Tel. 2490 4677
PR4-B18	Picnic Site No. TL/P/309, Tsing Fai Tong, Tai Lam Chung	大欖林道清快塘段 (近郊遊場 TL/P/309)	1	-	
PR4-B19	Chau Shun Bridge Tai Lam Forest Track, Twisk section , near Tin Fu Tsai, next to the info board with gird reference JK985 788	周信橋 (大欖涌林道近元荃古道 與田夫仔交界)	1	-	
PR4-B20	End of Tsing Fai Tong Forest Track	大欖林道清快塘尾段 (近郊遊場 TL/P/401)	1	-	
PR4-B21	Tin Fu Tsai Campsite, Tai Lam Chung	大欖林道田夫仔段 (近田夫仔露營場)	1	-	
PR4-B22- 23	Ho Pui Camp Site No. TL/C/302	河背營地	2	-	
PR4-B24- 25	Twisk Camp Site	荃錦營地	2	-	
PR4-B26	BBQ Site No. TL/B/402, Route Twisk, Tsuen Wan	荃錦公路 (近燒烤場 TL/B/402)	1	-	
PR4-B27- 28	Twisk Forest Track, Twisk	荃錦公路 (荃錦管理站側)	2	-	
PD4-B29	BBQ Site No. TL/B/401, Route Twisk, Tsuen Wan	荃錦公路傷健場 (近燒烤場 TL/B/401)	-	1	
PR4-B30	Twisk Forest Track, Pat Heung Fire Lookout	大欖林道荃錦段八鄉瞭 望台 (近蓮花山路口)	1	-	
PR4-B31	Twisk Forest Track, Tin Fu Tsai Fire Lookout Junction	大欖林道荃錦段田夫仔 瞭望台入口	1	-	

Group 5

Provision of hiring and servicing of **22 Units** of Portable Toilets (including one (1) Portable Toilets for Person with Disability) in Country Park Areas (Map of Group 5) from 1 December 2018 to 30 November 2019

Service A: Daily Service					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR5-A1-2,, PD5-A3	East Dam, High Island, Sai Kung	西貢萬宜水庫(東壩)	2	1	Mr. K.T. LEUNG FO(PTC) Tel: 2792 5218
PR5-A4	Picnic Site No.1, Fei Ngo Shan Road, Kowloon	飛鵝山路一號郊遊場	1	-	Mr. P.L LI FO(TH) Tel: 2792 3823
PR5-A5-6	Picnic Site No.2, Fei Ngo Shan Road), Kowloon	飛鵝山路二號郊遊場	2	-	
PR5-A7	Picnic Site , Jat’s Incline Fei Ngo Shan, Kowloon	飛鵝山扎山道郊遊場	1	-	
Service B: with Servicing on every Monday, Thursday, Saturday, Sunday and all Public Holidays					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR5-B1	Pak Lap, East Dam, High Island, Sai Kung	西貢萬宜水庫(白腊營地近馬路邊)	1	-	Mr. K.T. LEUNG FO(PTC) Tel: 2792 5218
PR5-B2	Pat A, High Island, Sai Kung	西貢萬宜水庫(北丫)	1	-	
PR5-B3-5	Sai Wan Pagoda, High Island, Sai Kung	西貢萬宜水庫(西灣亭)	3	-	
PR5-B6-7	Yuen Ng Fan, High Island, Sai Kung	西貢萬宜水庫(元五墳)	2	-	
PR5-B8	West Dam, High Island, Sai Kung	西貢萬宜水庫(西壩)	1	-	
PR5-B9	Sheung Yiu Family Walk, Pak Tam Chung, Sai Kung	西貢大網仔路上窩家樂徑出口	1	-	
PR5-B10	Bicycle Track, Tai Mong Tsai, Sai Kung	西貢大網仔路單車徑	1	-	
PR5-B11-12	BBQ Site No.8, Tso Wo Hang, Tai Mong Tsai Road, Sai Kung	西貢大網仔路大網仔燒烤區八號場(近早禾坑碼頭)	2	-	Ms. K.P. SZE-TO FO(KLH) Tel: 2792 4578
PR5-B13-15	Shui Long Wo Campsite, Sai Kung (near Section 4, Maclehorse Trail)	西貢水浪窩營地	3	-	

Group 6

Provision of hiring and servicing of **22 Units** of Portable Toilets (including two (2) Portable Toilets for Person with Disability) in Country Park Areas (Map of Group 6) from 1 May 2018 to 30 April 2020

Service A: Daily Service					
Toilet Ref No..	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR6-A1-3	Lai Chi Hang, Tai Po Kau Forest Track, Tai Po	大埔滘林道(滘鉛段) (近通往大埔墟鐵路站之山徑起點)	3	-	Mr. C.H. LEE FO(TPK) Tel: 2656 1232
Service B: with Servicing on every Monday, Thursday, Saturday, Sunday and all Public Holidays					
Toilet Ref No.	Location	Chinese Name of the Location	No. of Units		Inspection Officer
			Regular	Person with Disability	
PR6-B1-2	Ham Hang Mei Carpark, Luk Keng	鹿頸 鹹坑尾停車場	2	-	Ms. K. WONG FO(TMT) Tel: 2664 4185
PR6-B3-4	Wu Kau Tang Roundabout, Luk Keng	烏蛟騰迴旋處	2	-	
PR6-B5, PD6-B6	BBQ Site No.21, Bride's Pool Road, Tai Po	新娘潭路 21 號燒烤場 (近烈士碑)	1	1	
PR6-B7-8	Chung Mei, Bride's Pool Road, Tai Po	新娘潭路 (涌尾)	2	-	
PR6-B9	BBQ Site No.18, Bride's Pool Road, Tai Po	新娘潭路 18 號燒烤場 (涌尾燒烤場)	1	-	
PR6-B10-11	BBQ Site No.6, Bride's Pool Road, Tai Po	新娘潭路 6 號燒烤場 (涌背)	2	-	
PR6-B12, PD6-B13	BBQ Site No.3, Bride's Pool Road, Tai Po	新娘潭路 3 號燒烤場	1	1	
PR6-B14-15	Pak Sha Tau, Tai Mei Tuk, Tai Po	大美督白沙頭	2	-	
PR6-B16-17	Tai Po Kau Outdoor Education Centre, Tai Po	大埔滘野外研習園 (近大埔滘管理站)	2	-	Mr. C.H. LEE FO(TPK) Tel: 2656 1232
PR6-B18	Tai Po Kau Forest Track near TPK/P/004, Tai Po	大埔滘林道(滘鉛段) (近大埔滘四號郊遊場)	1	-	
PR6-B19	Tai Po Kau Forest Track (Kon Hang Section), Tai Po	大埔滘林道(乾坑段) (近大埔滘黃色林徑交界點)	1	-	

Notes:

- Note 1 : The Government Representative has the absolute discretion in determining the **location** for placing the Portable Toilets.
- Note 2 : Desludging Vehicle servicing the Portable Toilets PR6-B16 to PR6-B19 to be placed in Tai Po Kau Special Area, and PR5-A4 to PR5-A7 to be placed in Fei Ngo Shan and should have Permitted Gross Vehicle Weight of not more than 5.5 tonnes.

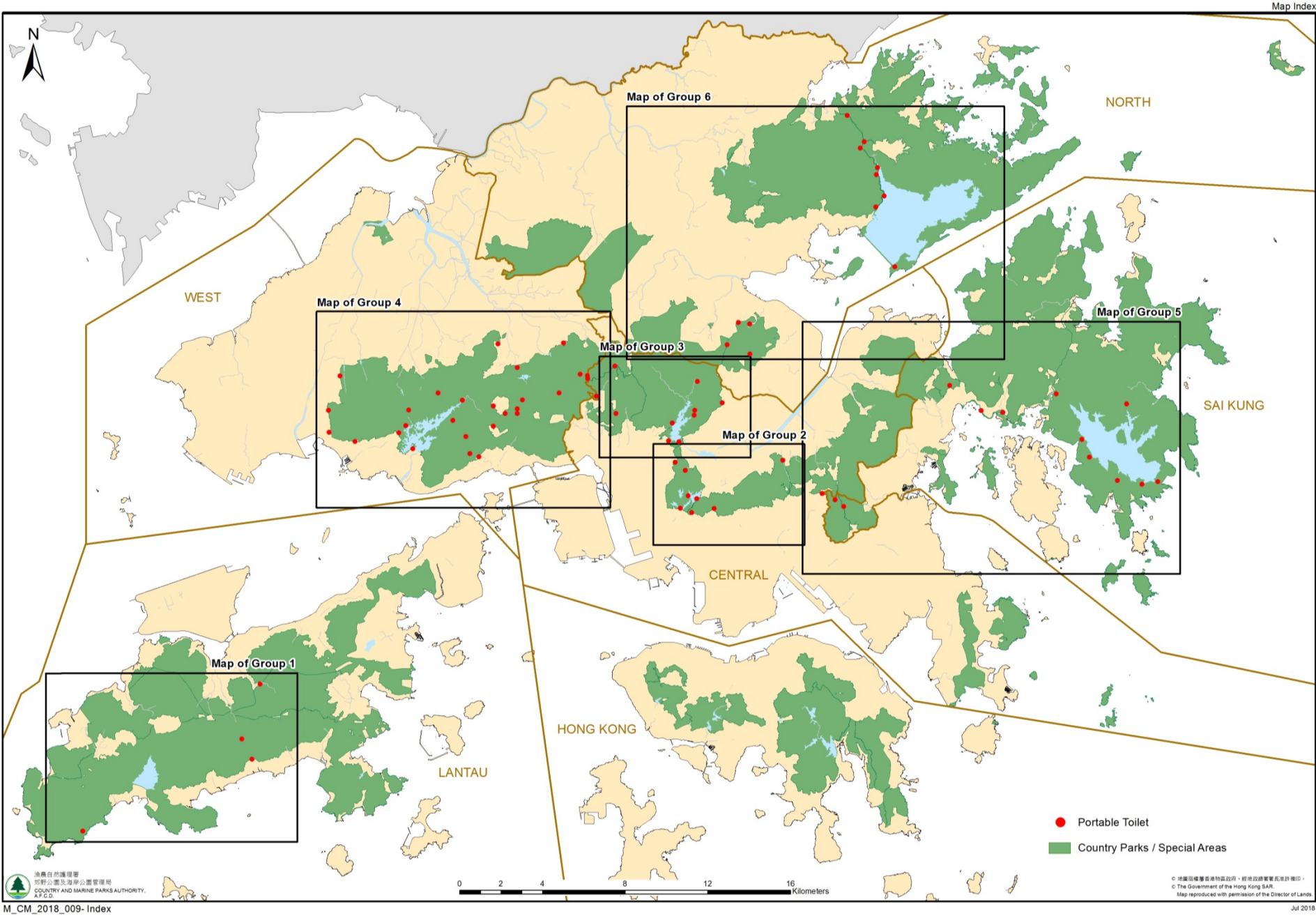
One time of servicing means one day of the required services for each Portable Toilet. For illustration, one day of services to ten Portable Toilets will be regarded as ten times of Servicing.

Contract Schedule 3

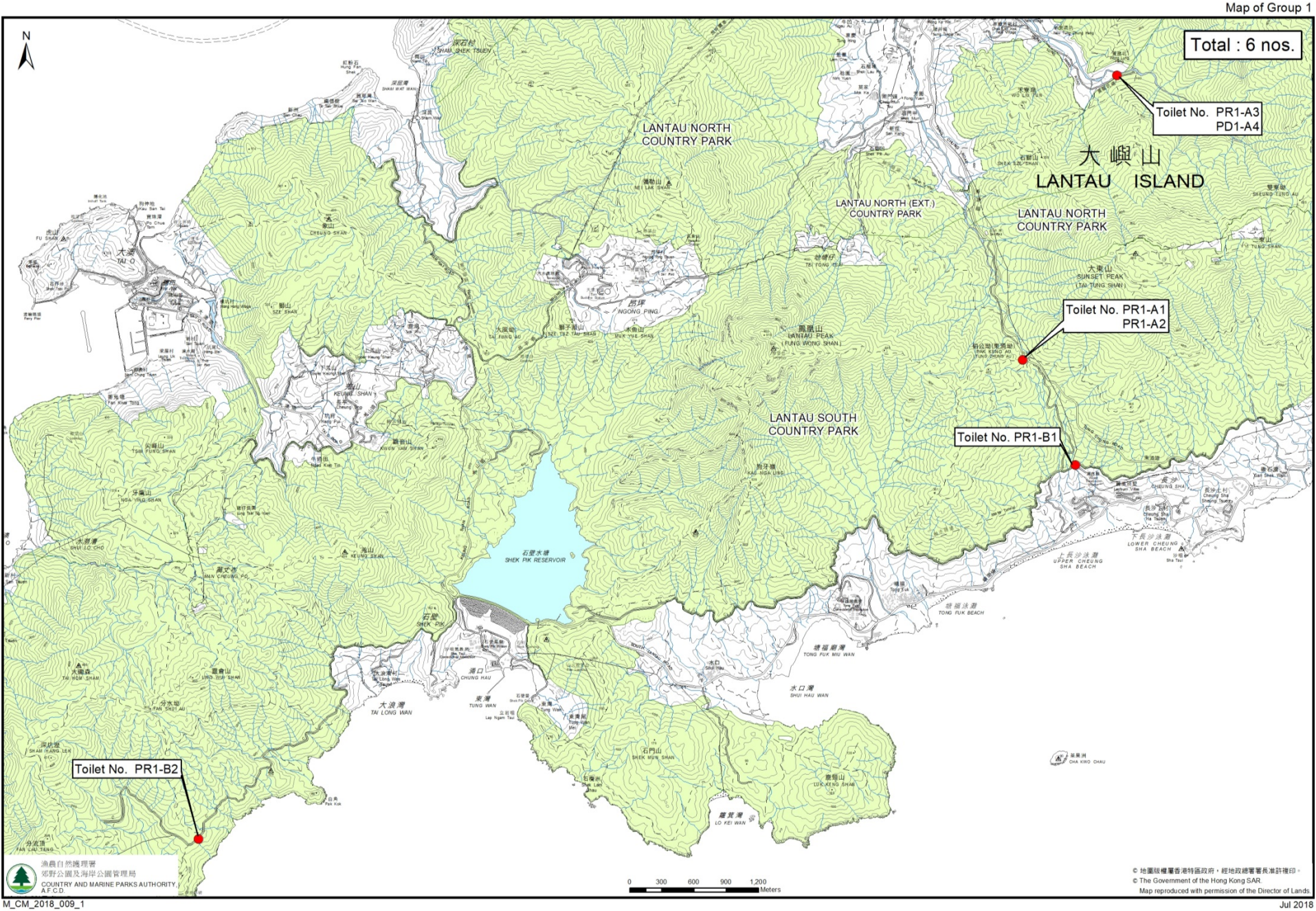
Locations of Portable Toilets

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

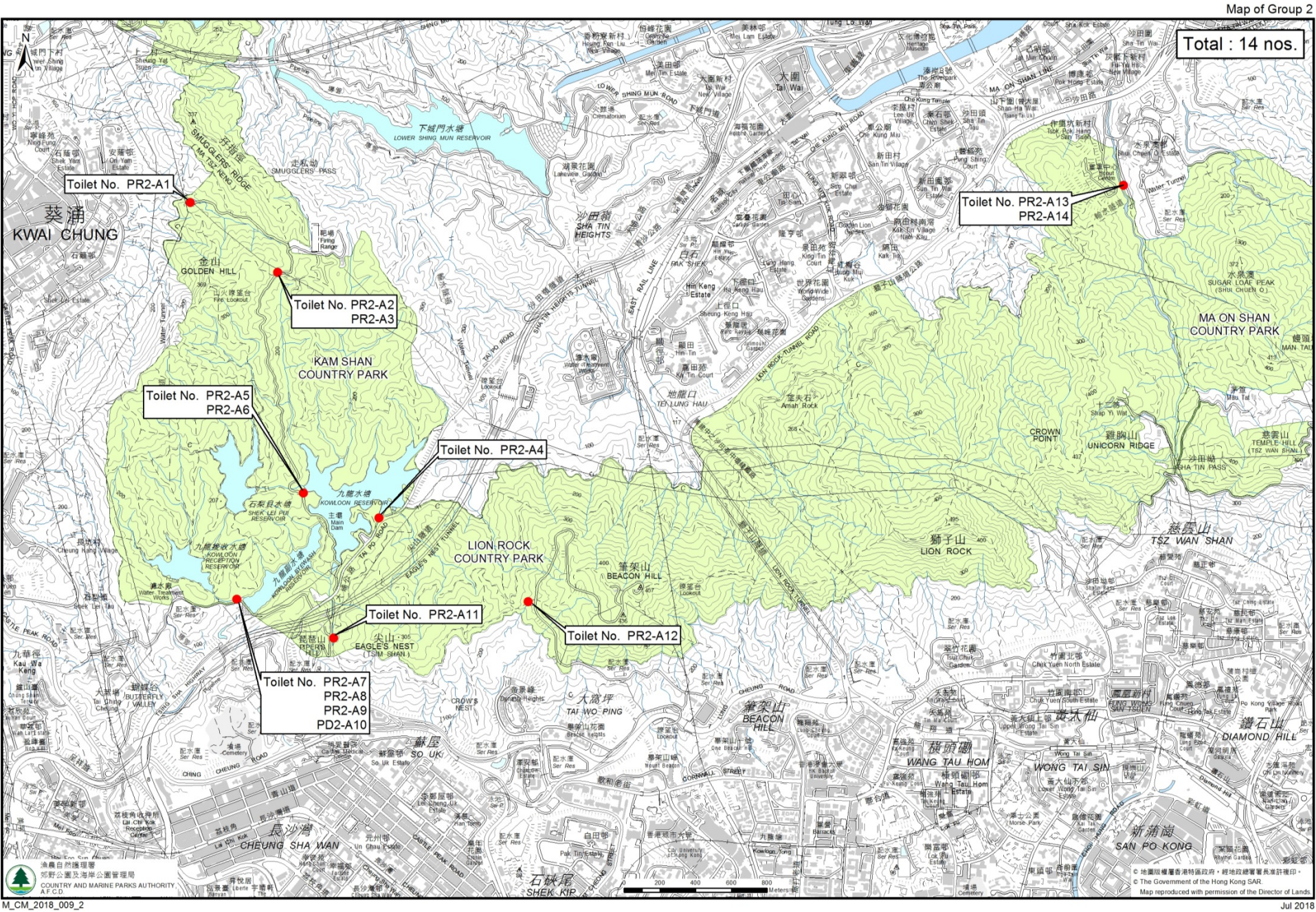
MAP INDEX



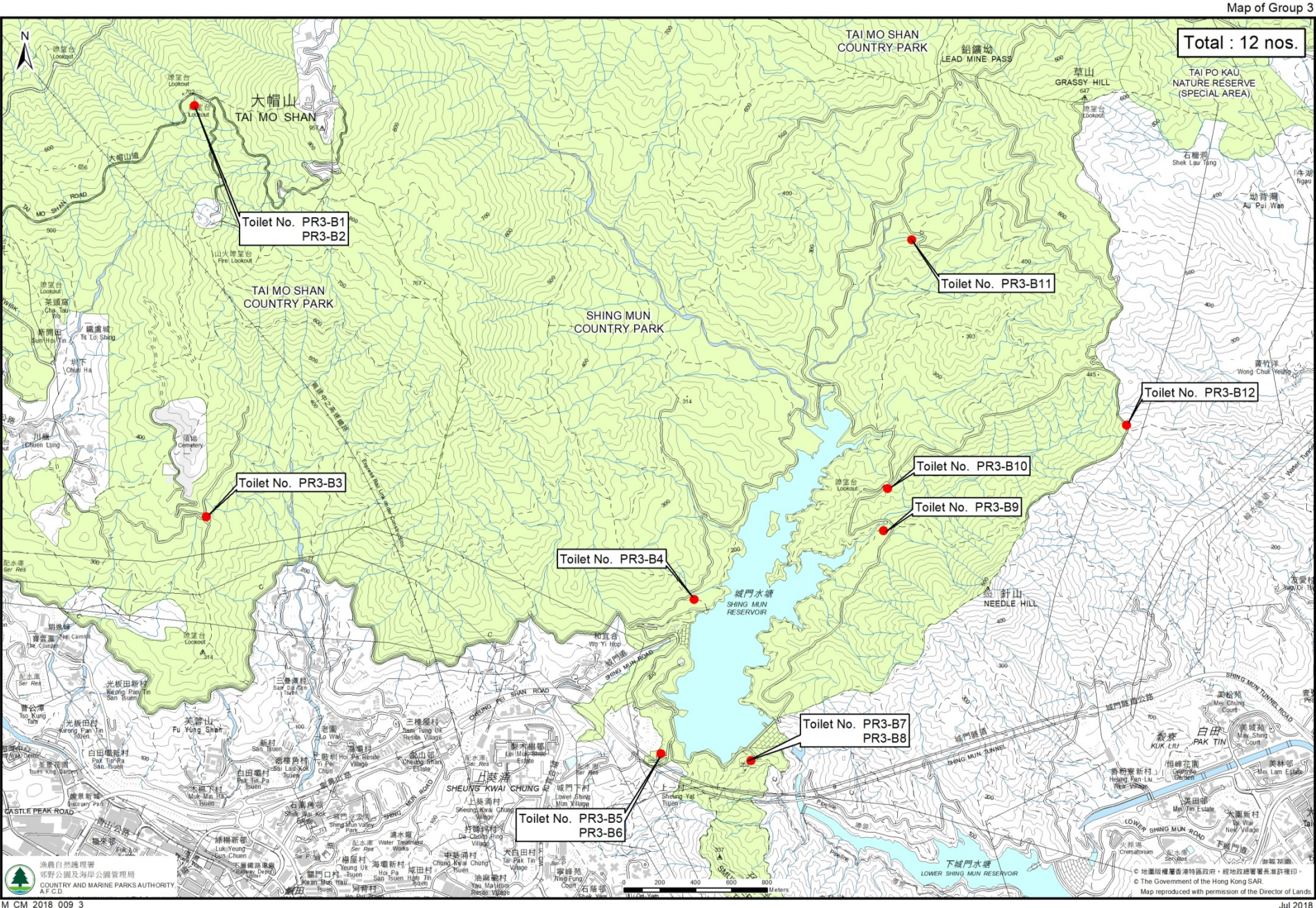
Map of Group 1



Map of Group 2



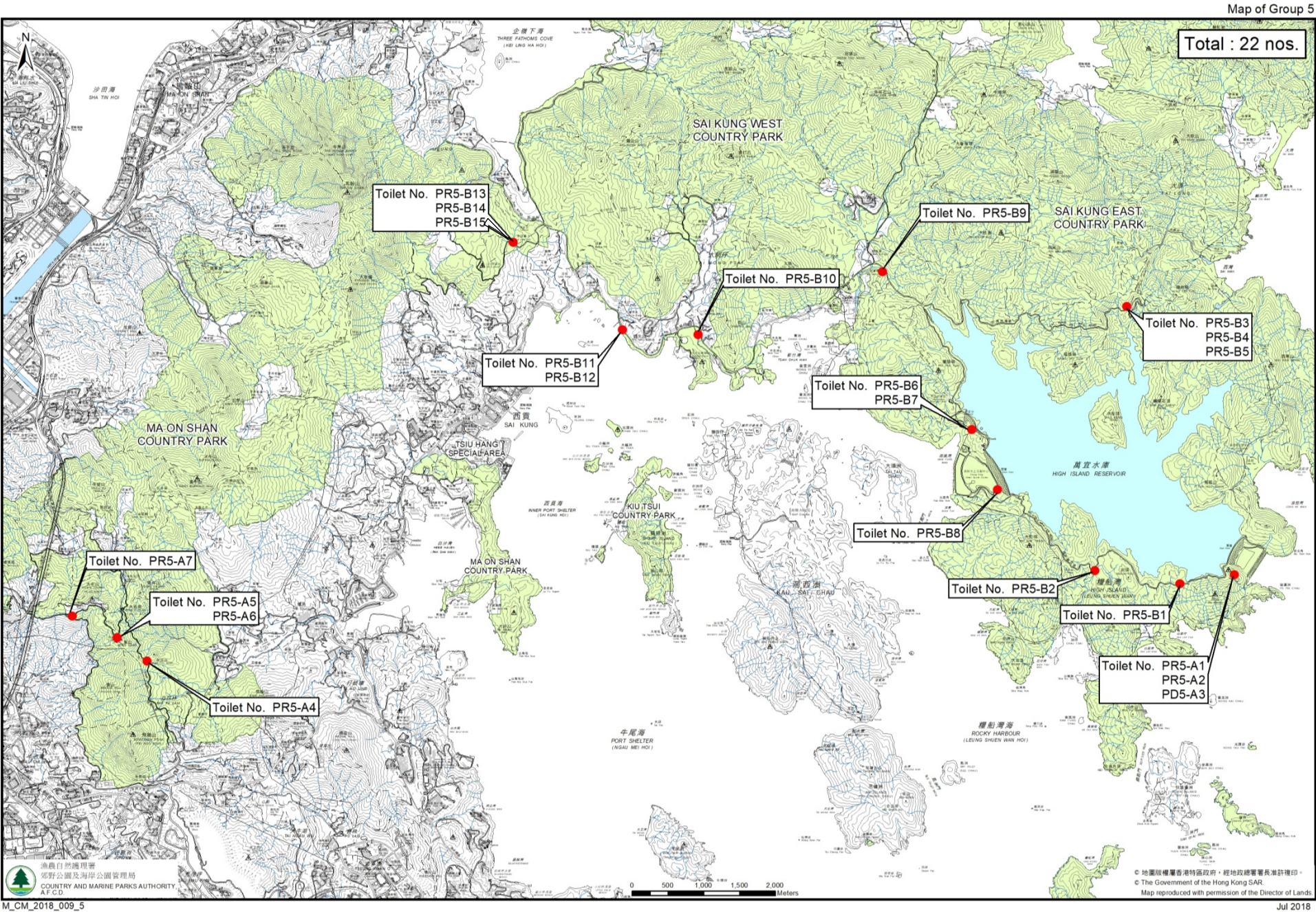
Map of Group 3



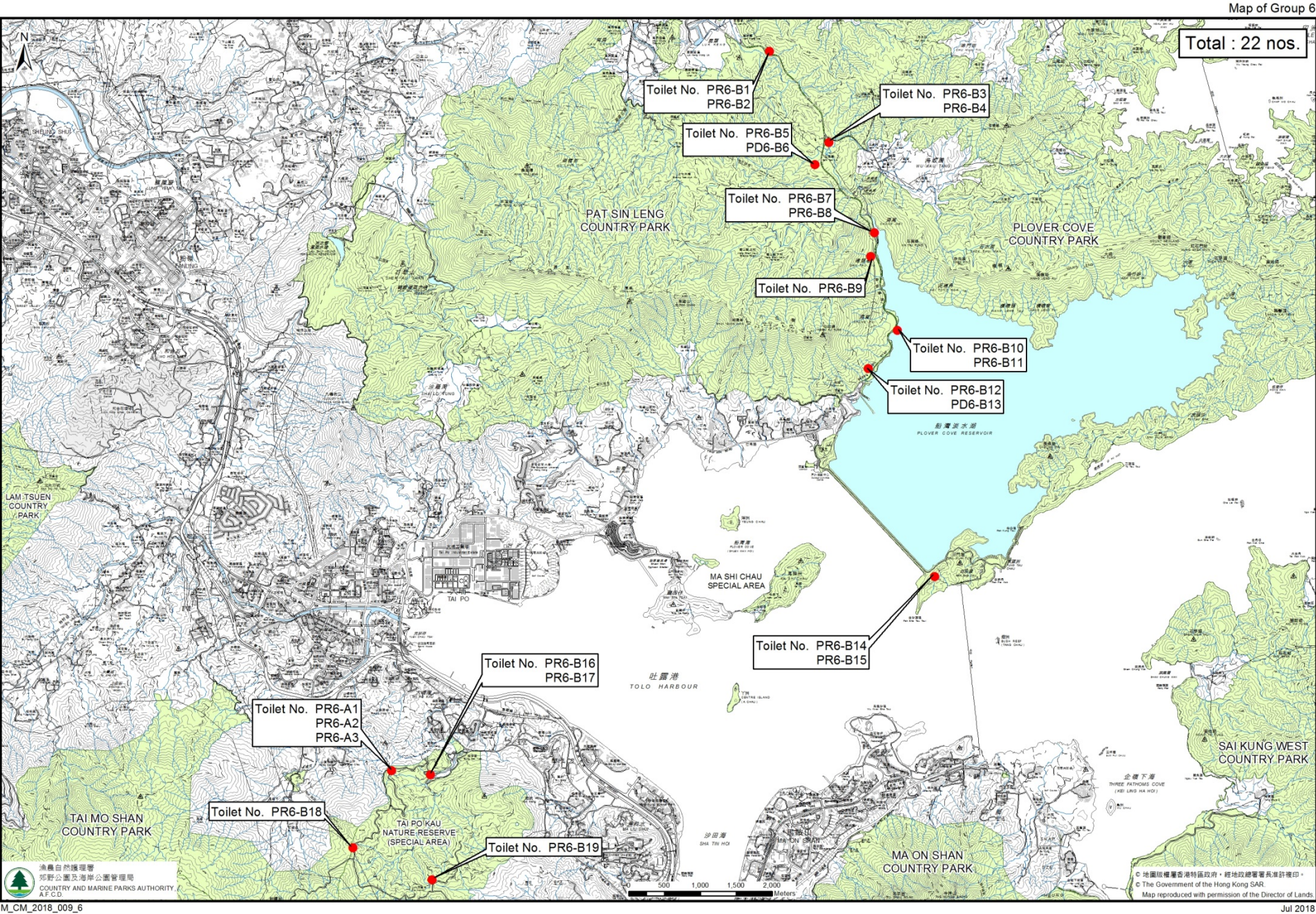
Map of Group 4



Map of Group 5



Map of Group 6



Contract Schedule 4

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

Contract Schedule 5

Monthly Wage for Cleansing Workman

(to contain the successful Tenderer's proposal on the staffing and wages proposal for Cleansing Workman subject to such modification as may be agreed with the Government)

(It is a contractual requirement of the Contract that each Cleansing Workman must be paid not less than the monthly wage derived from the Statutory Minimum Wage (SMW) which includes paid rest days (hereinafter referred to as the “the monthly wage rate of SMW plus paid rest days”), i.e. [HK\$8,556] per month, on the basis of thirty-one (31) days (twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) hours of work per day.)

(The monthly wage payable to each cleaner during the Contract Period should not be less than (i) the monthly wage committed by the Tenderer in this Schedule; or (ii) any adjusted wage level brought about by future revisions of the Statutory Minimum Wage, whichever is the higher.)

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

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

Contract Schedule 7

Green Guidelines for Cleansing Services

1. Cleansing Products and Supplies

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

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

<p>Sanitary Detergent</p>	<ul style="list-style-type: none"> • The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs) and ethylene diaminetetra acetic acid (EDTA). • The pH value of product, before dilution, should not be higher than 11.5 or less than 2. • The product should not contain halogenated substances or solvents, including reactive chlorine compounds. • The product should not contain more than 5% by weight of volatile organic compounds (VOCs). • The product should not be formulated or manufactured with phosphate or phosphonates. • The product should not be formulated with any chemicals that are included in the international Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens. • The surfactant used in the product should be at least 90% biodegradable. • The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> (i) Arsenic (ii) Cadmium (iii) Cobalt (iv) Hexavalent chromium (v) Lead (vi) Mercury (vii) Selenium
<p>Soap Toilet Liquid</p>	<ul style="list-style-type: none"> • Bio-accumulative preservatives shall not be used. • The pH value of 5% solution should range from 6-10. • The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA) or nitrilotriacetate (NTA). • The product should be at least 60% biodegradable. • The product should not be formulated or manufactured with phosphate or phosphonates. • The product should not be formulated or manufactured with optical brighteners. • Fragrance used in the product should comply with international guidelines, e.g. the Code of Practice of the International Fragrance Association (IFRA). The product shall declare any fragrances on the product label in the ingredient line. • The product should not be formulated with any chemicals that are included in the International Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens.
<p>Cleaning Rags and Cotton Waste</p>	<ul style="list-style-type: none"> • Cleaning Rags <ul style="list-style-type: none"> (i) Addition of optical brighteners should not be permitted (ii) The content of detectable formaldehyde in the final product should not exceed 0.15 mg/kg. (iii) The content of pentachlorophenol (PCP) in the final product should not exceed 0.15 mg/kg. • Cotton Waste AOX emissions in the bleaching effluent should be less than 100 mg Cl/kg
<p>Disinfectant</p>	<ul style="list-style-type: none"> • The product should not be formulated or manufactured with surfactants belonging to alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA) or nitrilotriacetate (NTA). • The product should not be formulated or manufactured with builders belonging to phosphates. • The product should not be formulated with any chemicals that are included in the International Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens. • The product should not be formulated or manufactured with aromatic compounds.

Deodorants	<ul style="list-style-type: none"> The product should not contain substances regulated in the Montreal Protocol on Substances that Deplete the Ozone Layer (particularly CFCs and HCFCs). The surfactant used in the product should be readily biodegradable. The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA), nitrilotriacetate (NTA), phthalates, halogenated organic solvents. The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> (i) Arsenic (ii) Cadmium (iii) Cobalt (iv) Hexavalent chromium (v) Lead (vi) Mercury (vii) Selenium The product should not contain more than 5% by weight of volatile organic compounds (VOCs) The product should not contain phosphorus content of more than 0.2% by weight. The sum of benzene, toluene, xylene, ethylbenzene, 1,4- Dichlorobenzene, and styrene contents should be smaller than 0.1% by weight. The undiluted product should not contain any of the following components: <ul style="list-style-type: none"> (i) Formaldehyde donors (ii) Monoethanolamine, diethanolamine, and triethanolamine alone or in compounds (iii) Parabens (iv) Triclosan (v) Nitromusk and polycyclic musk fragrances
Hand Soaps	<ul style="list-style-type: none"> The pH value of product should not be higher than 11 or less than 2 The product should be at least 90% biodegradable and not bioaccumulative The product should not contain nitromusk and polycyclic musk fragrances The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA), nitrilotriacetate (NTA), halogenated organic solvents The product should not be formulated or manufactured with phosphate or phosphonates The product should not contain more than 1 % by weight of volatile organic compounds (VOCs) The product should not be formulated or manufactured with optical brighteners

2. Water Saving

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

3. Energy Saving

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

4. Staff Training

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

Provision of Hiring and Servicing of Portable Toilets in Various Country Parks

Part 4

OFFER TO BE BOUND

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

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

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

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

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

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

Policy No.

Name of Insurance Company

Period covered by the Policy is from to

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

.....
.....

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

5. The name of the Company is
.....

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

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

Signature(s):.....

Dated this day of 20.....

Notes (i) All the particulars required above must be provided.

(ii) Strike out clearly alternatives which are not applicable

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

**Provision of Hiring and Servicing of Portable Toilets in
Various Country Parks**

**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 (as defined in the Tender Document) to provide the Services (as defined in the Tender Document) on and subject to the terms and conditions set out in the Contract so far as such offer relates to the following item(s) in the schedule:

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

Dated this day of 2018

Signed by the said.....

in the presence of :.....

