

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

Tender Ref. : AFCD/CMS/01/21

File Ref. : ( ) in AF GR BDG/09/5/2

**TENDER FORM**

Contract No. :

**LODGING OF TENDER**

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

**"Tender for the Provision of Combined Management Services for  
Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market  
(TMJCWFM), (Tender Ref: AFCD/CMS/01/21)"**

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department  
must be deposited in the Government Logistics Department Tender Box situated on Ground Floor, North Point Government  
Offices, 333 Java Road, North Point, Hong Kong

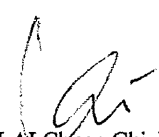
before 12:00 noon on 28 April 2021 Late tenders will not be accepted.  
(Hong Kong time)

**INTERPRETATION****PART 1 — TERMS OF TENDER****PART 2 — CONDITIONS OF CONTRACT****PART 3 — CONTRACT SCHEDULES**

Details on Interpretation, Terms of Tender, Conditions of Contract and relevant schedules used for tendering for provision of services to the Government of the Hong Kong Special Administrative Region are attached to this Tender Form.  
Copies of the above-mentioned documents can also be obtained from the following:

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

Dated this 25 day of March 2021.

  
(LAI Chuen Chi, Patrick)  
Government Representative  
Agriculture, Fisheries and Conservation Department

**PART 4 — OFFER TO BE BOUND**

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

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

\_\_\_\_\_

Name of the Tenderer :

\_\_\_\_\_

Name and title of the authorised signatory  
(where applicable)

:

Date

:

**PART 5****MEMORANDUM OF ACCEPTANCE**

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

I .....

*(Name and position of officer)*

accept your offer upon the terms of this Contract so far as such offer relates to the following item(s) in the Schedule. A copy of each document constituting the Contract is hereby attached for identification purposes.

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

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

Signed by the said .....

in the presence of : .....

.....

.....

香港特別行政區政府

招標承投提供服務

(中文版本僅供參考)

招標編號: .....

投標表格

合約編號: .....

投遞標書

投遞標書，必須填妥此表格，一式三份密封於信封內，信封面註明 \_\_\_\_\_，致 政府物流服務署開標委員會主席收，並於 2021 年 \_\_\_\_ 月 \_\_\_\_ 日 中午 \_\_\_\_ 時 (香港時間) 前投入設於 \_\_\_\_\_ 內。逾期投標概不受理。

釋義

第 1 部份 — 投標條款

第 2 部份 — 合約條款

第 3 部份 — 附表

有關招標承投提供服務予香港特別行政區政府的釋義部份、投標條款、合約條款及有關附表的詳情，載於本投標表格內。

以上招標文件亦可於下列地點索取：

長沙灣道 303 號  
長沙灣政府合署 5 樓  
漁農自然護理署

日期： \_\_\_\_ 年 \_\_\_\_ 月 \_\_\_\_ 日

政府代表

**第 4 部份 — 應 約 履 行**

1. 我／我們，下述投標者，經參閱本招標文件後，同意受當中訂定的所有條款及條件約束。
2. 我／我們，下述投標者，同意按照本招標文件的招標條款及條件，以我／我們在價格附表呈報的單價，依約提供全部及任何服務，不再收取其他任何費用。

由投標者簽署／獲授權簽署人為及  
代表投標者簽署 :

投標者名稱／ 姓名 :

獲授權簽署人姓名及職位（如適用） :

日期 :

**第 5 部份  
接受投標備忘錄**

本人.....  
(姓名及職位)

現代表香港特別行政區政府，基於本合約所載的條款，接納你就附表所列下開服務遞交的投標。現付上構成合約的每份文件的副本，以供識別之用：

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

日期：二零 ..... 年..... 月..... 日

簽署人：  
.....

見證人：  
.....

**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;
“Building Supervisor”	means the staff working and stationing at the Venue with duties in Clause 2 of Part B in Contract Schedule 2;
“Cleaners”	means any one or more of the cleaners deployed by the Contractor pursuant to Contract Schedule 2 for performing the general cleansing and related tasks under Contract Schedule 2 in the provision of the Services;
“Commencement Date”	means 1 September 2021, or such later date as may be specified in writing by the Government Representative;
“Common Area”	means areas which are designated as “Common Area” in Contract Schedule 3;
“Contract”	means the contract made between the Contractor and the Government for the provision of the Services on the terms set out in this Interpretation, the Terms of Tender, the Conditions of Contract, the Contract Schedules, the Offer to be Bound and the Memorandum of Acceptance;
“Contract Area”	means the Common Area, HAD Area and the Landscape Desk ;
“Contract Deposit”	means the deposit as more particularly described in Clause 15 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 Clause 1 of Part B of Contract Schedule 2;
“Contract Period”	means the period as specified in Clause 1(a) of the Conditions of Contract and includes 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;
“Demerit Point(s)”	means the demerit point attracted due to issue of notices of default by any Government bureaux or departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of:  (a) wages; (b) holiday pay payable to the Non-skilled Workers having been employed under a continuous

	<p>contract for not less than one month;</p> <p>(c) wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;</p> <p>(d) daily maximum working hours;</p> <p>(e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;</p> <p>(f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned); and</p> <p>(g) gratuity payable to Non-skilled Workers with no less than one year of service under a continuous contract.</p>
“Estimated Contract Value”	means the “Total Service Charge” proposed by the Tenderer in Section I, Part 1 of Appendix C to the Terms of Tender, subject to such modification and accepted by the Government;
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Property”	means the tools, equipment, furniture and all other materials owned by the Government;
“Government Representative”	means the Director of Agriculture, Fisheries and Conservation of the Government or any officer from time to time authorised to act on his behalf for the purposes of the Contract;
“Guard”	means workers specified in Clause 4 of Part B of Contract Schedule 2;
“HAD Area”	means areas which are designated as “HAD Area” in Contract Schedule 3;
“Invitation to Tender”	means this invitation to tender for the provision of the Services to the Government on and subject to the terms set out in the Tender Documents;
“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to in Clause 12(d) 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 13 of the Conditions of Contract subject to and after any deductions in respect of that month;
“Monthly Rate”	means the monthly rate for calculating remuneration for the Services as set out in the Contract chargeable by the Contractor to the Government for the provision of the Services before deductions;

“Monthly / Daily Wage rate of SMW plus Paid Rest Days”	has the meaning assigned in Clause 7(a)(i) of the Terms of Tender;
“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor and/or the sub-contractor to work under the Contract, and for the present purpose, include Guards, Cleaners, etc.
“Non-skilled Worker Contract”	means a non-works service contract of the Government that rely heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Tender, include this Contract;
“Non-collusive Tendering Certificate”	means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender;
“Personal Protective Equipment”	means all equipment which is intended to be worn or otherwise used by a person at work and which protects the person against one or more hazards to his/her safety or health, including safety helmets, gloves, eye protectors, respiratory and disease prevention protective equipment such as surgical masks, face shields, ear protectors, high visibility clothing, safety shoes, safety harnesses, etc
“Relevant Offences”	means the offences as defined in Clause 3(a);
“Services”	means the provision of combined management services at the Contract Area and includes all other obligations, tasks and duties ancillary or incidental thereto in accordance with Contract Schedule 2 – “Service Requirements” and subject to all the terms and conditions of the Contract;
“Specified Tender Box”	means the tender box specified in the “Lodging of Tender” section of the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
“Standard Employment Contracts”	means the written employment contracts to be entered into between the Contractor and its Non-Skilled Workers, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks:  < <a href="https://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html">https://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html</a> > for Chinese version and  < <a href="http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html">http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html</a> > for English version;
“Statement of Conviction”	means the Statement of Convictions in respect of the Relevant Offence in the form of Section 4 of Appendix A ;
“Statutory Minimum Wage”	means the hourly wage rate as specified in the Minimum Wage Ordinance (Cap. 608);
“Tenderer”	means the person or persons and/or the firm or the company or the organization, referred to in the “Offer to be Bound”;

“Tender Closing Date”	means the latest date and time 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 9(b) and 9(c) 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 18 of the Terms of Tender during which a tender shall remain open;
“TMJCWFM” or “Venue”	means Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market as described in Contract Schedule 3;
“Worker”	means Contract Manager, Building Supervisor, Guards, and Cleaners; and
“Working Day”	means any days other than Saturdays and General Holidays.

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; reference to any person shall include references to individual, firm, public body, body corporate or unincorporated (whenever established or incorporated).
3. Section, part or clause headings to any provision, schedule, annex, appendix and other attachments of this Tender Document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Document.
4. Where in any part of the Tender Document reference is made to a part, clause, sub-clause, schedule, annex, appendix or attachment by number or letter, such reference, unless expressly stipulated otherwise, shall be construed as a reference to the clause, sub-clause, schedule, annex, appendix or attachment of that number or letter contained in that part of the Tender Document.
5. References to ordinances, statutes or statutory provisions shall be construed as references to those ordinances, statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subsidiary legislation made under those statutes.
6. References to time and dates in the Tender Document shall be construed as Hong Kong time and dates.
7. References to a day refers to a calendar day; references to a month or a monthly period refers to a calendar month and references to a year refers to a calendar year.
8. References to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them; references to “Government” shall include its assigns, successors in title, and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions.
9. References to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislations, orders, rules and regulations having the force of law and rules of civil and common law and equity.

10. 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.
11. Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
12. Words importing the whole shall be treated as including a reference to any part of the whole.
13. The expressions “include” and “including” shall be construed without limitation to the words following.
14. References to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form.
15. Where a general obligation in the Tender Document or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.
16. 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.
17. 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.
18. Unless otherwise provided, all payments should be made in Hong Kong currency.
19. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.
20. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.

**PART 1**  
**TERMS OF TENDER**

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**Provision of Combined Management Services to  
Tuen Mun Area 44 Joint Users Complex and Wholesale Fish Market**

**PART 1  
TERMS OF TENDER**

**1. Tender Document**

- (a) The Tender Document, identified as Tender Ref. AFCD/CMS/01/21, comprises the following documents: -
- (i) Lodging of Tender;
  - (ii) Interpretation;
  - (iii) PART 1 – Terms of Tender with Appendices A to I;
  - (iv) PART 2 – Conditions of Contract with Annex A;
  - (v) PART 3 – Contract Schedules 1 to 8;
- (b) The definitions and rules of interpretation as provided for in the Interpretation shall apply throughout the Tender Document unless the context provides to the contrary.

**2. Invitation to Tender**

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

**3. Past Convictions**

- (a) A Tenderer who is convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “Relevant Offences”) is debarred from tendering for this Contract for a period of 5 years from the date of the Tenderer’s last conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism referred to in Clause 3(d) below (“Debarment Period”):
- (i) any offence under the Employment Ordinance (Cap. 57) or the Employees’ Compensation Ordinance (Cap. 282), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221); or

- (ii) Sections 17I(1) or 38A(4) of the Immigration Ordinance (Cap. 115);
- (iii) Section 89 of the Criminal Procedure Ordinance (Cap. 221) and Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to breach his condition of stay); or
- (iv) Sections 7, 7A, 7AA, 43B(3A), 43BA(5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
- (v) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

Subject to Clause 3(d), any tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

- (b) For the purpose of debarment, a conviction of any of the Relevant Offences will count irrespective of whether it is obtained under a government or private contract and irrespective of the type of services offered under that contract. For the avoidance of doubt, a conviction will still be counted even if it is not obtained under any service contract. Convictions will be counted by the number of summonses convicted.
- (c) For the avoidance of doubt,
  - (i) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted; and
  - (ii) If the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence during the five-year period immediately preceding the Tender Closing Date.

- (d) The five-year Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period will only be applicable for the purpose of this Invitation to tender if it is determined by the Central Tender Board under the established review mechanism on the date immediately before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period of 5 years from the date of that subsequent 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>.
- (e) The Tenderer shall submit as part of the tender the Statement of Convictions setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of 5 years immediately preceding the Tender Closing Date. The Statement of Convictions shall be submitted in respect of:
- (i) the Tenderer itself;
  - (ii) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and
  - (iii) where applicable, its sub-contractor.

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

- (f) If the Tenderer is found to have made false declaration or untruthful revelation in the Statement(s) of Convictions, the Government may without prejudice to any other rights which it has or may have, disqualify the Tenderer, or if it has been awarded the Contract, terminate the Contract immediately.

- (g) Notwithstanding 3(a), in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:
- (i) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
  - (ii) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

**4. Demerit Points**

- (a) If a Tenderer has accumulated three Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five years from the date on which the third Demerit Point was obtained. Any tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.
- (b) Demerit Points under appeal will still be counted for the purpose of debarment.

**5. Conviction and Demerit Points of Sub-contractors**

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

- (i) the Tenderer shall ensure that the sub-contractor proposed in the tender has not been debarred due to conviction of any of the Relevant Offences in Clause 3 or accumulation of three or more Demerit Points in Clause 4; and
- (ii) the Tenderer shall submit as part of its tender a Sub-contractor's Acknowledgement duly signed by the proposed sub-contractor at Section 7 of Appendix A, otherwise its tender may not be considered further.

**6. Requirements and Information to be Submitted**

**Part 1: Essential Requirements**

- (a) Security Company Licence

It is an essential requirement a Tenderer must hold a valid security company licence under the Security and Guarding Services Ordinance (Cap. 460). A Tenderer without a valid security company licence will be disqualified and its tender will not be considered further.

Part 2: Other Requirements

(b) ISO Accreditation and/or OHSAS certifications

It is an advantage for a Tenderer to be accredited to either ISO14001, or ISO 9001 or 9002, or Occupational Health and Safety Assessment Series (OHSAS) 18001. Bonus marks will be given according to the marking scheme.

(c) Tenderer's Business Experience in Provision of Management Services

Assessment on a Tenderer's experience as stipulated in Appendix I (Marking Scheme and Assessment Criteria) will be solely based on the information on the Tenderer's past experience as submitted by the Tenderer in its tender as at the Original Tender Closing Date. In this connection, a Tenderer shall submit information on its past experience in Appendix A.

(d) Innovation Suggestions

Tenderers are encouraged to propose innovative suggestion(s) in the Management Plan and Work Plan in accordance with Appendix E, and explain how the suggestions will:

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

Without prejudice to any other provision of the Tender Document, if Appendix E is accepted by the Government, it will form part of the Contract subject to such modification as may be agreed with or requested by the Government.

**7. Wages of Workers**

- (a) (i) The proposed Monthly Wage for full time employees shall not be less than the

monthly wage rate derived from the Statutory Minimum Wage under the Minimum Wage Ordinance (Cap 608)<sup>1</sup>, i.e. HK\$9,300 per month, which correspond to 31 days (27 working days plus 4 paid rest days) per month and 8 hours of work per day. For part-time Cleaners, the Daily Wage shall not be less than HK\$150 (4 hours per day). (The wage rates of HK\$9,300 per month and HK\$150 per day collectively referred as “Monthly / Daily Wage rate of SMW plus Paid Rest Days”). In accordance with Minimum Wage Ordinance and Standard Employment Contract, Contractor shall provide the Workers with one paid rest day for every period of seven days, irrespective of the number of working days in seven-day period. The Monthly / Daily Wage for Workers is subjected to revision provided that the SMW is adjusted under the Minimum Wage Ordinance (Cap 608).

- (ii) For the avoidance of doubt, if the working days or working hours of a Worker deviate from the time basis specified in Clause (7)(a)(i) above, the Monthly / Daily Wage rate of SMW plus Paid Rest Days of such Worker shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract.
- (b) If the monthly wage for a worker proposed in Appendix D to the Terms of Tender is less than the Monthly / Daily Wage rate of SMW plus Paid Rest Days, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be the Monthly / Daily Wage rate of SMW plus Paid Rest Days for the purpose of tender evaluation and the Tenderer will also be deemed to agree to pay the Monthly / Daily Wage rate of SMW plus Paid Rest Days if the Tenderer is awarded the Contract.
- (c) The Government Representative may at any time before the tender exercise is completed request the Tenderer to confirm its abidance by the Monthly / Daily Wage rate of SMW plus Paid Rest Days. Should the Tenderer refuse to or otherwise fail to confirm 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 35 hereto.
- (d) If the Tenderer proposes in Appendix D to the Terms of Tender a monthly wage higher

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<sup>1</sup> Please see Appendix D for details.

than the Monthly / Daily 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.

**8. 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, sign and submit the following documents together with the documentary evidence which are necessary for tender evaluation:
  - (i) PART 1 – Appendix A - Tenderer’s Declaration;
  - (ii) PART 1 – Appendix B - Supporting Documents to be submitted by the Tenderer;
  - (iii) PART 1 – Appendix C - Price Proposal;
  - (iv) PART 1 – Appendix D - Staffing Proposal and Wage Proposal for Workers;
  - (v) PART 1 – Appendix E - Management Plan, Work Plan and Contingency Plan and innovation suggestions
  - (vi) PART 1 – Appendix H - Non-Collusive Tendering Certificate; and
  - (vii) PART 4 – Offer to be Bound.
- (c) It is an essential requirement to submit:
  - (i) a duly completed Price Proposal (Appendix C) and Wage Proposal (Appendix D);
  - (ii) the Management Plan, Work Plan and Contingency Plan and innovation suggestions (Appendix E);
  - (iii) a duly signed the Offer to be Bound (Part 4).

**Failure to submit any of these documents by the Tender Closing Date and time shall render the tender disqualified and the tender will not be considered further.**

- (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 former Companies Ordinance (Cap 32) or the Companies Ordinance (Cap 622) or the Certificate of Change of Name (if any) or other similar ordinance elsewhere; and

- (ii) all the forms are duly signed by the Tenderer (in the case of a sole proprietorship) or a partner of the Tenderer (in the case of a partnership) or the Tenderer's authorized person or persons for an on behalf of the Tenderer, with a copy of the board resolution that the signatory is an authorized person (in the case of a company);

## 9. **Submission of Tender**

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.

### (a) Two-Envelope System

A two-envelope system will be adopted for this tender exercise. A Tenderer shall submit its tender in two (2) envelopes clearly labeled Envelope A and Envelope B respectively on the outside as follows:

- (i) Documents relating to the price information (i.e. the original copy and two (2) copies of Contract Schedule 4 – Price Proposal should be enclosed in a sealed envelope clearly marked “Envelope A” and **“Tender Ref.: AFCD/CMS/01/21 – Tender for Provision of Combined Management Services for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM) – Price Information”**; and
- (ii) Documents relating to the technical information (i.e. the original copy and two (2) copies of all other remaining information, the duly signed “Offer to be Bound”, forms, schedules and supporting documents required by the Tender Document but without any price information on provision of the Services) should be enclosed in another sealed envelope clearly marked “Envelope B” and **“Tender Ref.: AFCD/CMS/01/21 – Tender for Provision of Combined Management Services for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM) – Technical Information”**.
- (iii) The tender comprising both Envelope A and Envelope B should be enclosed into one single large sealed envelope (Envelope C) clearly marked **“Tender Ref.: AFCD/CMS/01/21 – Tender for Provision of Combined Management Services**

**for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)”** without bearing any reference to the identity of the Tenderer. Envelope C shall be addressed to the Chairman, Tender Opening Committee, Government of Logistics Department and be deposited in the Specified Tender Box before the Tender Closing Date.

- (iv) **Late tenders or tenders not deposited in the Specified Tender Box will not be considered.**
- (b) If a black rainstorm warning signal is issued or tropical cyclone signal No.8 or above is in effect for any duration between 9:00 a.m. and 12:00 noon on the Tender Closing Date, the closing time of this tender will be extended to 12:00 noon on the first Working Day after the black rainstorm warning signal or tropical cyclone signal No.8 or above is cancelled.
- (c) In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 12:00 noon on the Tender Closing Date, the Government will announce extension of the tender closing time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).
- (d) No modification to the terms (unless expressly stated otherwise in the Tender Document) set out in the Tender Document may be submitted or proposed by a Tenderer. Any modifications proposed or submitted by a tender in contravention of this requirement will be ignored and will not be treated as part of its tender. Any appendices/annexes to the Terms of Tender and Contract Schedules issued with this Invitation to Tender must not be altered (unless expressly stated otherwise) by the Tenderer.
- (e) Figures submitted by the Tenderer should not be altered or erased. Any alteration to the figures in a Tenderer's proposal should be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- (f) The Government will not be responsible for any mislaid tenders. Incomplete tenders or
- Terms of Tender

tenders submitted in a form or manner other than that described in the preceding sub-clauses of this Clause may result in the tender not being considered further.

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

#### **10. Anti-collusion**

- (a) The Tenderer must ensure that the tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to Clause 10 (b) below), regarding, amongst other things, price, tender submission procedure or any terms of the tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Appendix H of the Terms of Tender) as part of its tender.
- (c) In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Clause 10(a) above or in the Non-collusive Tendering Certificate submitted by it under Clause 10(b) above, the Government shall be entitled to, without

compensation to any person or liability on the part of the Government:

- (i) reject the Tenderer's Tender;
  - (ii) if the Government has accepted the tender, withdraw its acceptance of the Tenderer's tender; and
  - (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 20 in Conditions of Contract.
- (d) By submitting a tender, a Tenderer is regarded to have undertaken to 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, warranties and/or undertakings in Clause 10(a) above or in the Non-collusive Tendering Certificate submitted by it under Clause 10(b) above.
- (e) A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 10(a) above or in the Non-collusive Tendering Certificate submitted by it under Clause 10(b) above may prejudice its future standing as a Government contractor or service provider.
- (f) The rights of the Government under sub-clauses (c) to (e) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

## **11. Tender Evaluation**

A two-envelope approach with a technical to price weighing of 50:50 will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner. The Government will use the Marking Scheme as set out in Appendix I of this Tender Document to assess the tenders.

### **(i) Stage 1 – Completeness Check on the Tender Offers Submitted**

All tenders received will be checked on whether all the documents and information required in Clause 8 in the Terms of Tender have been submitted. Failure to submit any of the required documents on or before the Tender Closing Date may render a tender invalid and such a tender will not be considered further.

(ii) Stage 2 – Compliance with Essential Requirement

A tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements including but not limited to those set out in Clauses 3 to 8 of the Terms of Tender. A tender which fails to meet any of the essential requirements will not be considered further. A tender which passes Stage 2 will proceed to Stage 3 assessment.

(iii) Stage 3 – Technical Assessment

The maximum total technical marks are 100 and are divided into eight (8) criteria. There is no overall passing mark for the total marks scored in the Technical Assessment. Passing marks of 4, 3 and 2 are set for Assessment Criteria 1, 2 and 3, which are 20% of the maximum mark of the respective Assessment Criteria. Tenders that do not attain any of the above said passing marks for Assessment Criterion 1, 2 or 3 will not be considered further.

(iv) Stage 4 – Price Assessment

The price information of tenders that have passed “Stage 3 – Technical Assessment” will be assessed according to the formula stated under “Stage 4 – Price Assessment” of the Marking Scheme.

(v) Stage 5 – Calculation of Combined Score

The combined score of the tenders which passed the “Stage 3 – Technical Assessment” will be calculated. Subject to other provisions in these Terms of Tender, the tender that has achieved the highest combined score will normally be recommended for acceptance.

**12. Basis of Acceptance and Award of Contract**

- (a) Tenders will be considered on an overall basis. A tender with only partial offers will NOT BE CONSIDERED further.
- (b) The Government is not bound to accept the tender with the highest combined technical and price score or any tender and reserve the right to accept all or any part of any tender at any time within the Tender Validity Period.

- (c) Subject to other provisions of the Tender Document and unless the Government decides that it is in the public interest not to do so, the Government will normally award the Contract to the Tenderer which the Government has determined to be capable of fulfilling the terms of the Contract and whose tender –
- (i) has passed the completeness check;
  - (ii) conforms with all the essential requirements stipulated in the Tender Document;
  - (iii) has attained the highest combined technical and price score amongst all the conforming tenders.
- (d) The successful Tenderer will receive a letter of conditional acceptance (“Letter of Conditional Acceptance”) from the Government notifying it the Government’s acceptance subject to conditions precedent of its tender, including the delivery to the Government of the Contract Deposit pursuant to Clause 15 of the Terms of Tender and any other conditions as the Government thinks fit.
- (e) Upon and subject to the successful Tenderer having duly complied with Clause 15 of the Terms of Tender and all other conditions as specified in the Letter of Conditional Acceptance by a specified date (“Specified Date”), a Part 5 Memorandum of Acceptance will be issued. Subject always to the successful Tenderer not being debarred from participating in this tender exercise on the Specified Date by having been convicted of any of the Relevant Offences under Clause 3(a) or having obtained three (3) or more Demerit Points under Clause 4(a) of the Terms of Tender, a legally binding Contract will come into existence as from the date of the Memorandum of Acceptance.
- (f) If the successful Tenderer who receives the Letter of Conditional Acceptance fails to deliver the Contract Deposit in accordance with Clause 15 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, is debarred from participating in this tender exercise due to conviction of the Relevant Offences or accumulation of Demerit Points as described in Clause (e) above,

the Letter of Conditional Acceptance issued to the Tenderer shall lapse and be of no effect and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.

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

**13. 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 and D 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 will entitle the Government to reject the tender.

**14. Submission of Financial Information for Financial Vetting**

- (a) If the Estimated Contract Value exceeds HK\$15 million, the successful Tenderers shall, if and when required by the Government, submit the following documents to demonstrate their financial capability: -
- (i) Originals (or copies certified by its auditors) of the audited accounts for the three years prior to the Tender Closing Date. The audited accounts must comply with the following requirements:
- (1) The audited accounts must be prepared in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622).

- (2) The latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Closing Date.
  - (3) The audited accounts must contain the Director's Report, Auditor's Report, Balance Sheet, Income Statement (or commonly referred to as Profit & Loss Account), Statement of Changes in Equity, Cash Flow Statement and Notes to the Accounts.
  - (4) All such accounts must have been audited by a certified public accountant (practising) or a corporate practice as registered in the Professional Accountants Ordinance (Cap. 50) or for a non-Hong Kong company, by auditors recognized by its local law.
  - (5) If any such accounts are prepared in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
  - (6) If the Tenderer is a joint venture or partnership, audited accounts for each of the members/participants of the joint venture or partnership must be submitted if the members are incorporated bodies.
  - (7) If the Tenderer is a subsidiary of another company, apart from the "company only" accounts reflecting the financial position and results of the Tenderer itself, the audited consolidated accounts reflecting the financial position of the group as a whole should also be provided.
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- (ii) Management accounts up to a period of not more than three (3) months before the Tender Closing Date should be provided if this has not been covered by the latest audited accounts.
  - (iii) Unaudited accounts are acceptable only if the Tenderer is an unincorporated business where audited accounts are not mandatorily required or the Tenderer is a newly established company where the first accounts are not yet available;
  - (iv) The management accounts or unaudited accounts mentioned in sub-clauses (ii) and (iii) hereof must be certified by the sole proprietor, partners, directors of the Tenderer or by certified public accountants or other accountants acceptable to the Government.
  - (v) Projected profit and loss accounts and cash flow statements of the contract and for each contract year and the pre-operating period (if applicable) complying with the following requirements:

- (1) They should be certified by the company's director. For a joint venture or partnership, separate certification from each of the director of the members/participants of the joint venture or a partner of the partnership is required.
  - (2) The assumptions used in preparing the projections should be reasonable and must be clearly stated. All the supporting schedules and detailed calculations should also be provided.
  - (3) The projections should at least include the projected revenue, details of operating expenses, capital expenditure including the initial investments and sources of finance, and other particulars showing how the Tenderer will deal with the Contract.
  - (4) The assumptions by the Government included in the Tender Document must be reflected in the Tenderer's projections.
- (vi) Copy of the latest annual return filed with the Companies Registry if the Tenderer is a corporate entity or similar statutory filings showing the authorized and issued share capital, name of shareholders and directors if the Tenderer is an overseas company.
- (b) Tenderers shall upon the request in writing by the Government provide any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract on or before such date as stated in the written notification by the Government.

**15. Contract Deposit**

- (a) If the Estimated Contract Value 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 not more than two percent (2%) of the Estimated Contract Value as security for the due and faithful performance of the Contract by the successful Tenderer.

- (b) If the Estimated Contract Value exceeds HK\$15 million, the successful Tenderer shall deposit with the Government a Contract Deposit of an amount equivalent to not more than two percent (2%) of the Estimated Contract Value (if it passes the financial vetting as stipulated in Clause 14 above) or not more than five percent (5%) of the Estimated Contract Value (if it is unable to submit adequate financial information for a meaningful assessment or fails in the financial vetting as stipulated in Clause 14 above) 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 F to the Terms of Tender issued by a bank holding a valid banking licence under the Banking Ordinance (Cap.155).
- (d) If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the proposed guarantor and the form and substance of the banker's guarantee must be subject to the acceptance of the Government. Without prejudice to the generality of the foregoing, the banker's guarantee must comply with the following:
  - (i) 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 F; and
  - (ii) unless otherwise agreed by the Government, it must be on the terms set out in Appendix F to the Terms of Tender; and
  - (iii) 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 so specified, the banker's guarantee shall take effect no later than such date.
- (e) A Tenderer is required to elect the method of providing a Contract Deposit it prefers by completing and signing in Section 5 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 a condition precedent to the award of the Contract.
- (g) The Contract Deposit, whether paid by way of cash or banker's guarantee shall be returned to the Contractor or released in accordance with the Contract.

**16. Tenderers' Response to the Government's Enquiries**

- (a) In the event that the Government determines that:
  - (i) clarification in relation to any Tender is necessary; or
  - (ii) a document or a piece of information, other than the document or information set out in Clause 16(b), is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. The Tenderer shall within five (5) working days from the date of the request or within such other period as specified in the request submit the clarification, information or document. If the clarification or information or document is not provided by the aforesaid deadline, the tender may not be considered further (or will not be considered further where the missing information or document is of the type specified in Clause 8 of the Terms of Tender).
- (b) The document and information not covered by Clause 16(a)(ii) are
  - (i) price information or quotes required in the Tender Document;
  - (ii) a signed Offer to be Bound; and
  - (iii) any other document or information in respect of which it is specified in the Tender Document that failure to provide the same to the Government in a tender at the time of submission of the tender or by the Tender Closing Date will result in the tender not being considered.
- (c) Tenderers should also note that the Government will not consider any clarification or information submitted by a Tenderer after the tender closing time irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considers that such clarification or information would alter the Tenderer's Tender in substance or give the Tenderer an advantage over the other

Tenderers.

**17. Tenderer's Enquiries**

- (a) Before the Tender Closing Date, any enquiries concerning the submission of tender procedures and technical issues such as Service Requirements, Schedules, Tender Briefing etc., please contact Ms Sharon LEUNG, Executive Officer / Marketing at telephone no. (852) 2150 7103. The Government officers may at any time request any Tenderer to make enquiries in writing.
- (b) After lodging a tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its tender or the Tender Document. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- (c) Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a potential Tenderer shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Tenderer or potential Tenderer to rely on such statement. No such statement shall form part of the Tender Document or alter, negate or constitute a waiver of any provision of the Tender Document.

**18. 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 eighty (180) days after the Tender Closing Date.
- (b) If before expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action and this may prejudice its future standing as a Government contractor.

**19. 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. No correction is allowed after a tender is submitted.

- (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 Document, 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.

**20. Documents of Unsuccessful Tenderers**

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

**21. 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.

**22. 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.

**23. Personal Data Provided**

- (a) All personal data provided in a tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender, and the disclosure pursuant to Clause 26 of Terms of Tender).

- (b) By submitting a tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Clause 23(a) above, or the disclosure pursuant to Clause 26 of the Terms of Tender.
- (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 of and Principle 6 of Schedule 1 to 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.

**24. Warning against Bribery**

- (a) The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors) or employees will render its tender null and void.
- (b) The successful Tenderer shall inform its officers, employees (whether permanent or temporary) who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted.

**25. New Information Relevant to Qualified Status**

A Tenderer should inform the Government in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Documents. The Government reserves the right not to consider a Tenderer's tender further if the Tenderer's continued ability to meet such requirements is in doubt.

**26. Consent to Disclosure**

- (a) The Government may disclose, whenever it considers appropriate, to the public or upon

request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer,

- (i) a brief description of the Services provided or to be provided by the successful Tenderer;
  - (ii) the Estimated Contract Value, the Monthly Fee and any other fees, cost and expense payable to the successful Tenderer pursuant to the Contract;
  - (iii) the engagement by the Government of the successful Tenderer under the Contract and the name and address of the successful Tenderer; and
  - (iv) the date of award of the Contract.
- (b) Nothing in Clause 26(a) above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Tenderer (successful or unsuccessful) or its tender (whether or not the information is specified in Clause 26(a) above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):
- (i) the disclosure of any information to any public officer or public body as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
  - (ii) the disclosure of any information already known to the recipient;
  - (iii) the disclosure of any information which is public knowledge;
  - (iv) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
  - (v) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant);
- or

- (vi) without prejudice to the power of the Government under Clause 26(a) above, to the extent the information relates to or concerns a Tenderer, with the prior written consent of that Tenderer.

**27. 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.

**28. Cancellation and Costs of Tender**

- (a) Without prejudice to the Government's right to cancel this Invitation to Tender exercise at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Date for operational or whatever reasons, the Government is not bound to accept any conforming tender and reserves the right to cancel the Invitation to Tender.
- (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.

**29. Environmental Friendly Measures**

The following environmental friendly measures are recommended in the preparation of the tender documents and the future performance of the Contract:

- (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.

**30. Tenderer's Commitment**

All tenders, proposals, information and responses submitted by each Tenderer shall be the representation of the Tenderer and may be in 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.

**31. 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 attend a tender briefing on **9 April 2021 (Friday) at 10:30 a.m. at Room 701A**, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong. Tenderers who would like to attend the briefing session should complete the reply slip attached at **Appendix G** to the Terms of Tender and send it back to Executive Officer/Marketing (EO/M) to register (either via email: sharon\_yy\_leung@afcd.gov.hk or fax 2314 2886) on or before 7 April 2021(Thursday). Each Tenderer may nominate not more than one representative to attend the tender briefing session. In case Black Rainstorm Warning Signal is in force or Tropical Cyclone Warning Signal No.8 or above or "extreme conditions after super typhoons" announced by the Government is in effect for any duration two (2) hours before the scheduled time for the briefing session, the briefing session scheduled on the relevant day will be cancelled and the briefing session will be postponed until further notice.

If the Covid-19 pandemic situation still persists on the relevant day, the face-to-face briefing session may be held online. The attendees will be notified depending on the actual circumstances.

Any information given at the tender briefing session should not be taken as varying the information in the Tender Documents unless subsequently confirmed in writing.

**32. Amendments to Tender**

Should the Government require any amendments, clarifications or adjustments to be made to the Tender Document 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 Document, 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.

**33. The Attachments**

Tenderers should study all attachments to the Tender Document (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.

**34. Negotiation**

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

**35. 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.

**36. Government Discretion**

- (a) Notwithstanding anything to the contrary in this Tender Document, the Government

reserves the right to disqualify a Tenderer on grounds including any one of the following:

- (i) a petition is presented or a proceeding is commenced which has not been withdrawn as at the tender closing time or an order is made or a resolution is passed for the winding up of the Tenderer;
- (ii) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that tender;
- (iii) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its tender infringes any intellectual property rights or any other rights of any person (“IPR infringement”) (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award); or (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Tenderer or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award;
- (iv) any time during the twenty-four (24) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer or a related person of the Tenderer (as defined in Clause 36(f) and 36(g) below and including those who were in such capacity any time within the same period, i.e., twenty-four (24) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficiency(ies) in the performance of any requirement or obligation under any other Government contract awarded by the head of the Procuring Department regardless of whether the default(s) or deficiency(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficiency(ies) occurs before or after the termination or expiry of the

relevant Government contract, and in the case of the latter, provided that the default(s) or deficiency(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficiency(ies) has been remedied (“Contract Default(s)”); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender;

- (v) (1) the Tenderer; or (2) a related person of the Tenderer; or (3) a director or management staff of the Tenderer or those of the related person of the Tenderer, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of Contract award;
- (vi) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Tenderer or a related person of the Tenderer or a director or management staff of the Tenderer or those of the related person of the Tenderer; or
- (vii) any failure of the Tenderer to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award.

The grounds specified in Clause 36(a)(i) to 36(a)(vii) above are separate and independent, and shall not be limited by reference to or inference from the other of them.

- (b) For the purposes of Clause 36(a) above, each Tenderer shall provide at the time of submission of its tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government’s determination as to whether to exercise its right of disqualification), including but not limited to the following:
  - (i) details of any petition or proceeding mentioned in Clause 36(a)(i) above;

- (ii) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Clause 36(a)(iii) above;
- (iii) details of all Contract Defaults as mentioned in Clause 36(a)(iv)) above;
- (iv) details of conviction as mentioned in Clause 36(a)(v) above in Hong Kong or any overseas jurisdiction;
- (v) details of any professional misconduct or act or omission as mentioned in Clause 36(a)(vi) above; and
- (vi) details of any failure to pay taxes as mentioned in Clause 36(a)(vii) above.

If none of the events as mentioned in Clause 36(a)(i) to 36(a)(vii) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule at the time of submission of its tender. If found missing, the Government reserves the right to seek clarification pursuant to Clause 36(c) below. The information provided by the Tenderer is not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred.

- (c) In addition to the information mentioned in Clause 36(b) above, the Government reserves the right (but not obligation) to request from a Tenderer or a related person of the Tenderer or director or management staff of the Tenderer or those of the related person of the Tenderer or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Clause 36(a) above.
- (d) If the Tenderer fails to comply with the request made by the Government pursuant to Clause 36(c) above within such time as required by the Government, the Government may disqualify the Tenderer pursuant of the Terms of Tender. If the Tenderer has submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Clause 36(a)(ii) above;
- (e) In providing the information required under Clause 36(b) and 36(c) above, the Tenderer may show cause to satisfy the Government that in relation to any of the events as mentioned in Clause 36(a) above, even if it has occurred, it does not cast doubt on the

fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.

- (f) If the Tenderer is a company, the expression “related person” of the Tenderer includes any one of the following:
- (i) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer (“majority shareholder”);
  - (ii) a holding company or a subsidiary of the Tenderer;
  - (iii) a holding company or a subsidiary of a majority shareholder (being a company) of the Tenderer; or
  - (iv) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions “holding company” and “subsidiary” have the meanings given to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

- (g) If the Tenderer is a sole proprietor or partnership, the expression “related person” includes any one of the following:
- (i) any partner of the Tenderer (if it is a partnership);
  - (ii) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or
  - (iii) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.
- (h) References to related persons of the Tenderer, directors and management staff of the Tenderer or those of a related person in any of the applicable Sub-clause of Clause 36(a) above include persons who were in such capacity at such time of the event referred to in that Sub-clause.

**37. Licence to use the materials submitted by Tenderers**

A Tender once submitted will become the property of the Government. Tenders of unsuccessful Tenderer may be destroyed in accordance with Clause 20 of the Terms of Tender. In consideration of the Government considering its tender, without prejudice to all other rights and powers of the Government under the Tender Documents (including in particular its right to disclose information in the tenders) and under the Contract, each Tenderer hereby grants and shall upon the demand of the Government at the Tenderer's cost procure that the lawful owner or authorised person of the relevant intellectual property rights will grant, to the Government, its assigns, successors-in-title and authorised users, a royalty-free, non-exclusive, irrevocable, sub-licensable, transferable, world-wide, unrestricted right and licence to use or exercise all or any intellectual property rights subsisting in its tender for the purposes of tender evaluation and for all other purposes incidental thereto or in connection therewith (including resolution of any dispute arising from the Invitation to Tender). Such right and licence shall continue to subsist so long as all or any intellectual property rights subsist in the Tender (or any part thereof) under any applicable law, including the laws of Hong Kong. Where there is any presentation or demonstration, the aforesaid right and licence shall extend to such presentation and/or demonstration to be conducted by the Tenderer.

**38. Communication with the Government**

Without prejudice to the requirements set out in Clause 12 of the Terms of Tender concerning notification of acceptance of tender, all communications given or made by the Government or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other Party in the manner provided in Clause 29 of the Conditions of Contract at the address, facsimile number or email address specified in the Appendix A, save that in the case of lodging any enquiries under Clause 17 of the Terms of Tender, the Tenderer shall lodge such enquiries by facsimile or by email only. The Tenderer shall complete its postal address, facsimile number and email address in the Appendix A to the Terms of Tender and should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.

**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) Email Address : \_\_\_\_\_  
 (c) Telephone Number : \_\_\_\_\_ (d) 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 hold 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: \_\_\_\_\_
- (c) Email Address: \_\_\_\_\_

Signature of Person  
 Authorised to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop:



Terms of Tender

**(To be Inserted into Technical Envelope)**

## Appendix A

### Tenderer's Declaration

#### Section 1 – Tenderer's Portfolio

1. I/We confirmed that I/we hold a valid security company licence under the Security and Guarding Services Ordinance (Cap. 460). ☐ (Please put a tick "☑" to substantiate your claim.)
2. 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  
Authorised to sign Tender : \_\_\_\_\_

Company Chop:

Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Terms of Tender (To be Inserted into Technical Envelope)



**Appendix A****Tenderer's Declaration****Section 2 – Tenderer's Business Experience in Provision of Combined Management Services**

Assessment on a Tenderer's experience as stipulated in Appendix I (Marking Scheme and Assessment Criteria) will be solely based on the information on the Tenderer's past experience as submitted by the Tenderer in its tender as at the Original Tender Closing Date. In this connection, a Tenderer shall submit information on its past experience in Appendix A.

Experience in providing combined management services, which include building management services, cleaning services and security services during the ten (10) years immediately preceding to the Tender Closing Date will be evaluated.

Tenderers should provide description and history of their relevant experience; and should provide documentary proof to substantiate claims of the relevant experience. While it is not an essential requirement to submit the experience proof, the Government reserves the right to seek clarification if no evidence is provided to substantiate the experience claimed. Any experience claimed with no evidence provided may be disregarded (*Client name, Contract period, Place of Business, Areas served, Description of Business*).

Client Name	Contract Period	Place of Business	Areas Served	Description of Business
1.				
2.				
3.				

(Use separate sheets if required)

Remarks: A Tenderer's experience under different contracts will not be double-counted for any overlapping periods. Please refer to Note 8 for Assessment Criterion (5) in Appendix I Marking Scheme.

Appendix A

Tenderer’s Declaration

Section 3 – Statement of Compliance

A Tenderer is requested to confirm whether its offer submitted comply with the Service Requirements in Schedule 2 by completing the following statement -

- \* I / We confirm that the services offered \* is / is not totally in compliance with the Service Requirements in Schedule 2.
- \* please delete as appropriate

Note Below: Should the services offered is not totally in compliance with the Service Requirements in Schedule 2, Tenderers should provide details below.

Signature of Person Authorised to sign Tender	:	_____
Name in Block Letter	:	_____
Name of Tenderer	:	_____
Tel. No. / Fax. No.	:	_____
Date	:	_____

Company Chop :

**Appendix A****Tenderer's Declaration****Section 4 – Declaration of Conviction of Offences**

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

A Tenderer hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Clause 3(a)) for a period of 5 years immediately preceding the Tender Closing Date, as the case may be:

- (a) the Tenderer itself;
- (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and
- (c) where applicable, its sub-contractor.

Yes/No (please delete as appropriate)

If yes, please complete the following table: -

<b>Date of Offence</b>	<b>Location of Offence</b>	<b>Date of Conviction</b>	<b>Ordinance and the Sections Breached</b>	<b>Court Penalties</b>

(Use separate sheets if required)

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

The signatory of this Statement of Convictions hereby authorise the Agriculture, Fisheries and Conservation Department to obtain information from all Government bureaux/departments and give consent to the Government bureaux/departments concerned to provide information about my/our conviction records in respect of the Relevant Offences to the Agriculture, Fisheries and Conservation Department for the purposes of assessment of my/our tender under this tender exercise and subsequent management of the Contract.

Signature of Person : \_\_\_\_\_  
 Authorised to sign Tender

Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :

Terms of Tender (To be Inserted into Technical Envelope)

**Appendix A****Tenderer's Declaration****Section 5 – Election of method of payment of Contract Deposit**

[Please refer to Clause 15 of the Terms of Tender and Clause 19 of the Conditions of Contract.]

If the tender is accepted, we will pay the Contract Deposit referred to in Clause 15 of the Terms of Tender -

- (i) ☐ in cash,
- (ii) ☐ in the form of a banker's guarantee.

*(Please put a tick ☒ 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.*

**Section 6 – Innovative Suggestions (refer to Clause 6(d) and Appendix E of Terms of Tender)**

Please put a tick "☒" in the following box if innovation suggestions are proposed.

☐ There are innovative suggestions in applicable component of the Technical Proposal, the proposed innovative suggestions have been highlighted and explained clearly with benefits/positive values.

Signature of Person

Authorised to sign Tender : \_\_\_\_\_

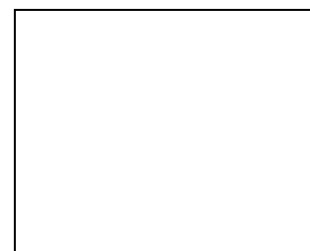
Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :



**Appendix A**

**Tenderer's Declaration**

**Section 7 - Sub-contractor's Acknowledgement**

[Please refer to Clause 5 of the Terms of Tender]

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

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

Signature of Sub-contractor

Authorized to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

Name of Sub-contractor : \_\_\_\_\_

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :



Terms of Tender

**(To be Inserted into Technical Envelope)**

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

[Please refer to Clause 6 &amp; Appendix A of the Terms of Tender &amp; Contract Schedules]

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 Memorandum and Articles of Association, Certificate of Incorporation, 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 during the ten (10) years immediately preceding the Tender Closing Date in provision of combined management services. (*Client name, Contract period, Place of Business, Areas served, Description of Business*).
- ☐ Copy of Certificate of ISO Accreditation and/or OHSAS
- ☐ Copy of Security Company Licence

Others

- ☐ Copy of Certificate of Insurance
- ☐ Copy of Certificates of Compliance

2. (a) I/We hereby authorise 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 combined management services: -

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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 the relevant contract.

- (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 :  
Authorised to sign Tender \_\_\_\_\_

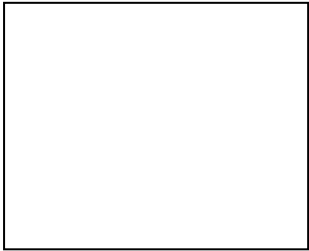
Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :



## Appendix C

**Price Proposal**  
 (Rates of Charge for the Provision of the Services)  
 [Please refer to Clause 13 of the Terms of Tender.]

**Section I - Monthly Rate****Part 1 - Total Service Charge**

Description of Services	Monthly Charge (HK\$)	36-Month Service Charge (HK\$)
<b>(I) Charge of Building Management Services</b>		
<b>i. Common Area</b>	(a)	(a) x 36
<b>ii. HAD Area</b>	(b)	(b) x 36
<b>Sub-total (I) :</b>		
<b>(II) Charge of Security Services</b>		
<b>i. Common Area</b>	(c)	(c) x 36
<b>ii. HAD Area</b>	(d)	(d) x 36
<b>Sub-total (II) :</b>		
<b>(III) Charge of Cleaning Services</b>		
<b>i. Common area</b>	(e)	(e) x 36
<b>Sub-total (III) :</b>		
<b>*Total Service Charge (I) + (II) + (III) :</b>		

Notes:

- The charges quoted shall take into account all the cost of the Workers to be stationed at the Venue, equipment cost, material cost and professional service cost.
- Should be equal to the total amount as quoted in Part 2 below.

Signature of Person  
 Authorised to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :

Terms of Tender

(To be Inserted into Price Envelope)

**Part 2 - Breakdown of Rate by Cost Items***(Please provide details of each cost item in a separate sheet if required)*

Item	Description	Total Amount (HK\$)
(a)	<b>Staff Cost</b> (including the cost for employment of the full-time staff and other staff, provision of uniform and personal accoutrements)	
(b)	<b>Equipment Cost</b> (including but not limited to the provision and maintenance of office furniture, computer, printers and facsimile machine in the Building Management Office, the equipment for cleaning the water tank and the execution of extensive cleaning work which requires additional / special equipment and expertise, etc.)	
(c)	<b>Material Cost</b> (including but not limited to cleaning materials, festive decorations, stationeries, etc.)	
(d)	<b>Professional Service Cost</b> (including but not limited to the (i) horticultural services and (ii) pest control services, etc.)	Please specify: (i) horticultural services:  (ii) pest control services:
(e)	<b>Others (such as profits, insurance, etc.)</b>    	
	<b>*Total (a) + (b) + (c) + (d) + (e):</b>	

Remark: \*The amount quoted in Part 2 should be equaled to the total amount as quoted in Part 1 above.

Signature of Person

Authorised to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :

Terms of Tender

**(To be Inserted into Price Envelope)**

**Part 3 - Ad Hoc Services**

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

Item	Description of Service	Estimated Requirement (a)	Rate (HK\$) (b)
1	Cost of providing one (1) additional Guard in the Venue	288 hours (8 hours x 36 months)	per hour
2	Cost of providing one (1) additional Cleaner in the Venue	180 hours (5 hours x 36 months)	per hour

Note:

- (a) The rates indicated above shall be used for the calculation of addition/deduction of services required on an "as and when required" basis during the Contract Period.
- (b) No surcharge or additional transportation fees shall be incurred to the Government for provision of ad hoc services.

Signature of Person  
Authorised to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :

**Section II - Monthly Rate of Staff**

The monthly wage as well as the daily maximum allowable working hours of employees is as follows:

Type of Staff	Proposed Monthly Wage	Proposed Daily Maximum Allowable Working Hours (excluding meal break)
Building Supervisor	HK\$ _____ (based on an hourly rate* of \$ _____)	_____ hours
Guard	HK\$ _____ (based on an hourly rate* of \$ _____)	_____ hours
Cleaner	HK\$ _____ (based on an hourly rate* of \$ _____)	_____ hours

**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.

\*The hourly rate will be used for calculation of payment for the additional services required or deduction pursuant to Clause 14 of the Conditions of Contract.

Signature of Person  
Authorised to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :



Terms of Tender

**(To be Inserted into Price Envelope)**

**Appendix D****Wages Proposal for Workers**

1. Tenderers must propose in the given spaces below a monthly wage rate for a Building Supervisor, a Guard and a Cleaner and the basis on which such wage rate is calculated. The monthly wage rate proposed must comply with the requirements set out in Clause 7(a) of the Terms of Tender. Tenderers are advised to read Clauses 7(a) to 7(d) of the Terms of Tender carefully for the consequences of non-compliance of the wage requirements.
2. Please refer to Sections 2, 4 and 5 of Part B in Contract Schedule 2 for the number of working days and working hours of the Building Supervisor, Guards and Cleaners respectively.
3. Wage proposal for a Building Supervisor, a Guard and a Cleaner:

<b>Type of Staff (Full time/ Part-time)</b>	<b>Proposed Monthly Wage [see Note 4]</b>	<b>Basis of calculation [see Notes 1 to 3]</b>
Building Supervisor (Full-time)	HK\$ _____	[Hourly rate of HK\$ _____] x [_____ hours a day] x _____ days per month
Guard (Full-time)	HK\$ _____	[Hourly rate of HK\$ _____] x [_____ hours a day] x _____ days per month
<b>Type of Staff (Full time/ Part-time)</b>	<b>Proposed Daily Wage [see Note 4]</b>	<b>Basis of calculation [see Notes 1 to 3]</b>
Cleaner (Part-time)	HK\$ _____	[Hourly rate of HK\$ _____] x [_____ hours a day]

Signature of Person  
Authorised to sign : \_\_\_\_\_  
Tender  
Name in Block Letter : \_\_\_\_\_  
Name of Tenderer : \_\_\_\_\_  
Tel. No. / Fax. No. : \_\_\_\_\_  
Date : \_\_\_\_\_

Company Chop :

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

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

Note 3: The Statutory Minimum Wage is HK\$37.5 with effect from 1 May 2019.

Note 4: The monthly wage payable to the Guard and the Building Supervisor and the daily wage payable to the Cleaner during the Contract Period should not be less than (i) the Proposed Monthly Wage and the Proposed Daily Wage for the respective type of Workers committed by the Tenderer in this Appendix; or (ii) the Monthly / Daily Wage rate of SMW plus Paid Rest Days, whichever is the higher.

4. The daily maximum allowable net working hours of the Building Supervisor / Guard / Cleaner are specified respectively as below:

<b>Types of Staff</b>	<b>Maximum allowable net working hours per day for each staff engaged exclusively under the Contract (excluding meal break) [see Note 5]</b>
Building Supervisor	
Guard	
Cleaner	

Note 5: The Contractor shall not allow the Building Supervisor / Guard / Cleaner to work more than the daily maximum allowable net working hours. If a Tenderer fails to indicate any maximum allowable net working hours per day for Building Supervisor / Guard / Cleaner above, the tender will still be evaluated but the respective working hours proposed will be deemed to be more than the respective working hours stated in Assessment Criterion (9) of Appendix I for the purpose of tender evaluation.

Signature of Person  
Authorised to sign : \_\_\_\_\_  
Tender  
Name in Block Letter : \_\_\_\_\_  
  
Name of Tenderer : \_\_\_\_\_  
  
Tel. No. / Fax. No. : \_\_\_\_\_  
  
Date : \_\_\_\_\_

Company Chop :

**Appendix E**

**Management Plan, Work Plan, Contingency Plan (Compulsory) and  
Innovation Suggestions (Optional)**

[Please refer to Clause 6(d) and 8(c) of the Terms of Tender.]

The following plans will be assessed according to the Marking Scheme in Appendix I for the technical assessment.

i. Work Plan (5-10 pages excluding attachments)

The Work Plan shall cover the following items:

- a staff deployment plan setting out the distribution and responsibilities of all the staff members of the proposed workforce in meeting the performance requirements of the Contract;
- daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the **security services**;
- daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the **cleaning services**;
- daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the **management services**;
- safety measures adopted for the performance of the Contract such as cleaning of external walls, operation of hydraulic platforms for working at height, handling of security incidents, carrying out operations such as crowd control and access control, and handling and application of pesticides, rodenticides, insecticides, weedicides and the like;
- details of the arrangement of leave relief to cover staff on leave including the minimum qualification and experience requirement for the leave relief staff; and
- details of the arrangement during transition-in and transition-out periods including implementation plan and timeline in arrangement of taking over/handing over of duties at pre-commencement and upon expiry of the Contract.

Signature of Person  
Authorised to sign : \_\_\_\_\_  
Tender  
Name in Block Letter : \_\_\_\_\_  
Name of Tenderer : \_\_\_\_\_  
Tel. No. / Fax. No. : \_\_\_\_\_  
Date : \_\_\_\_\_

Company Chop :



ii. Management Plan (5-10 pages excluding attachments)

The Management Plan shall cover the following items:

- an organisation chart showing the line of command and division of labour of the proposed workforce;
- details of the professional qualifications and experience of the key personnel including Contract Manager and Building Supervisor proposed by the Tenderer for the Contract;
- particulars of relevant management plan, description of staff's responsibilities and prerequisite employment requirements to demonstrate competence;
- details of the mechanism setting out the monitoring and appraisal system on daily supervision of the workers for ensuring delivery of quality service, dealing with unsatisfactory standard of performance/conduct/discipline of the workers and preventing recurrence of sub-standard services; and
- details of the training programmes provided to its operational and supervisory/managerial staff for the performance of the Contract.

iii. Contingency Plan

- Operational strategy dealing with shortage or absence of staff, level of support, emergency situations such as breakdown of electricity or main water supply; Resources available at time of emergency;
- Details of the operational strategy during contingency or emergency situations including availability of additional resources, provision of emergency contact numbers/hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice;
- A risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively including the response time to each emergency situation for handling emergency situations, such as breakdown of electricity supply, fire, injury, accident, tropical cyclone, rainstorm, trespasses, vandalism, protests, etc.; and
- Details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

Signature of Person

Authorised to sign : \_\_\_\_\_

Tender

Name in Block Letter : \_\_\_\_\_

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

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Company Chop :



iv. Innovation Suggestions

Suggestions that are incorporated in the Management Plan and Work Plan, and explain how the suggestions would:

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

The submitted plans will form part of the tender to be evaluated by the Government. Tenderers may also include other materials or suggestions as appropriate to facilitate consideration of its offer by the Government.

(a) Management Plan

Signature of Person  
Authorised to sign : \_\_\_\_\_  
Tender  
Name in Block Letter : \_\_\_\_\_  
Name of Tenderer : \_\_\_\_\_  
Tel. No. / Fax. No. : \_\_\_\_\_  
Date : \_\_\_\_\_

Company Chop :



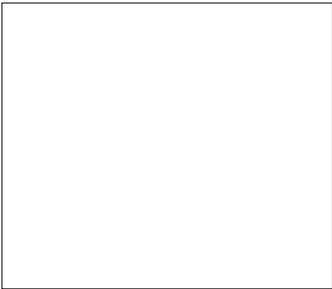
Terms of Tender

**(To be Insert into Technical Envelope)**

(b) Work Plan

Signature of Person  
Authorised to sign : \_\_\_\_\_  
Tender  
Name in Block Letter : \_\_\_\_\_  
Name of Tenderer : \_\_\_\_\_  
Tel. No. / Fax. No. : \_\_\_\_\_  
Date : \_\_\_\_\_

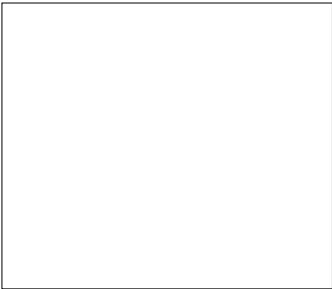
Company Chop :



(c) Contingency Plan

Signature of Person  
Authorised to sign : \_\_\_\_\_  
Tender  
Name in Block Letter : \_\_\_\_\_  
Name of Tenderer : \_\_\_\_\_  
Tel. No. / Fax. No. : \_\_\_\_\_  
Date : \_\_\_\_\_

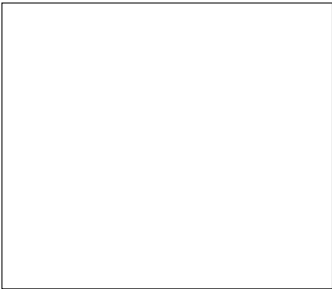
Company Chop :



(d) Innovation suggestions (if applicable)

Signature of Person  
Authorised to sign : \_\_\_\_\_  
Tender  
Name in Block Letter : \_\_\_\_\_  
Name of Tenderer : \_\_\_\_\_  
Tel. No. / Fax. No. : \_\_\_\_\_  
Date : \_\_\_\_\_

Company Chop :



**Appendix F**

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

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

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

(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;
- (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 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 Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market, marked for the attention of Director of Agriculture, Fisheries and Conservation, facsimile number 2314 2866;

(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\_\_\_\_\_.

(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.

**Appendix G**

To: Executive Officer / Marketing  
Agriculture, Fisheries and Conservation Department  
Fax: (852) 2314 2866

**Registration Form for Attending Tender Briefing Session**

Provision of Combined Management Services for Tuen Mun  
Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)  
(Tender Ref.: AFCD/CMS/01/21)

**Details of the Briefing Session**

Date : 9 April 2021 (Friday)  
Time : 10:30 a.m.  
Venue : Room 701A, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road,  
Kowloon, Hong Kong

**Details of Registration**

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

<b>Name</b>	<b>Post Title</b>
(1) _____	_____
Signature : _____	Name : _____
Post title : _____	Company : _____
Phone no.: _____	Fax no. : _____
E-mail address : _____	Date : _____

**NOTE 1: This form should be completed and returned by fax to the Agriculture, Fisheries and Conservation Department on or before 7 April 2021.**

**NOTE 2: If the Covid-19 pandemic situation still persists on the relevant day, the face-to-face briefing session may be held online. The attendees will be notified depending on the actual circumstances.**

**Appendix H**

To: the Government

Dear Sir/ Madam,

**Non-collusive Tendering Certificate**

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

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

Non-collusion

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

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

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

#### Disclosure of subcontracting

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

#### Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 19 (a) of the Terms of Tender, the Government may exercise any of the rights under Clause 19 (c) to (e) of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

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

---

Name of the authorised signatory (where  
applicable) :

---

Title of the authorised signatory (where  
applicable) :

---

Date :

---

**Appendix I**

**Marking Scheme and Assessment Criteria**  
**for Provision of Combined Management Services to**  
**Tuen Mun Area 44 Joint Users Complex and Wholesale Fish Market**

A two-envelope approach with a technical to price weighing of **50:50** will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner.

**Stage 1 – Completeness Check on the Tender Offers Submitted**

2. All tenders received will be checked on whether all the documents and information required in Clause 8(c) in the Terms of Tender have been submitted. Failure to submit any of the above documents on or before the Tender Closing Date will render a tender invalid and will not be considered further.

**Stage 2 – Compliance with Essential Requirements**

3. A tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements set out in Clause 8(c) in the Terms of Tender. A tender which fails to meet any of the essential requirements will not be considered further. A tender which passes Stage 2 will proceed to Stage 3 assessment.

**Explanatory Notes to Essential Requirements**

**Note 1** A Tenderer shall provide documentary proof to substantiate its claim of holding a valid Security Company Licence as at the original Tender Closing Date. If a Tenderer fails to do so, its tender will be evaluated nevertheless but the Tenderer will be deemed to hold a valid Security Company Licence as at the original Tender Closing Date for the purpose of tender evaluation. The Government Representative will, at any time before the tender exercise is completed, request the Tenderer to confirm whether it holds a valid Security Company Licence as at the original Tender Closing Date with production of documentary proof to substantiate its claim.

**Note 2** A Tenderer shall submit as part of the tender a statement of convictions setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of five years immediately preceding the Tender Closing Date. The Statement of Convictions shall be submitted in respect of:-

- (a) the Tenderer itself; and
- (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company.

**Note 3** For the purpose of debarment, a conviction of any of the Relevant Offences will count irrespective of whether it is obtained under a government or private contract and irrespective of the type of services offered under the contract. For the avoidance of doubt, a conviction will still be counted even if it is not obtained under any service contract. Convictions will be counted by the number of summonses convicted.

**Note 4** For the avoidance of doubt, a conviction under appeal or review shall still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted.

**Note 5** For the avoidance of doubt, if the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence during the five-year period immediately preceding the Tender Closing Date.

**Note 6** If a Tenderer is found to have made a false declaration of or untruthful revelation in the Statements(s) of Convictions, the Government may without prejudice to any other rights which it has or may have, disqualify the Tenderer, or if it has been awarded the Contract, terminate the Contract immediately.

**Note 7** Notwithstanding Clause 3(a) in the Terms of Tender, in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:

- (a) Sections 7AA, 43B(3A) and 43B(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and

- (b) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap.221).

**Note 8** Demerit Points means the Demerit Points defined in the Interpretation. Demerit Points under appeal will still be counted for the purpose of debarment.

**Note 9** Where applicable, the Demerit Point issued to its partners if the Tenderer is a partnership or its shareholders if it is a company shall be counted.

### Stage 3 – Technical Assessment

4. The maximum total technical marks are 100 and are divided into nine criteria. There is no overall passing mark for the total marks scored in the Technical Assessment. Passing marks of 4, 3 and 2 are set for Assessment Criteria (1), (2) and (3) respectively, which are 20% of the maximum mark of the respective Assessment Criteria. **Tenders that do not attain any of the above said passing marks for Assessment Criteria (1), (2) or (3) will not be considered further.**

5. The submission for Section (A) Execution Plan, excluding related annexes and documentary proof, shall not be more than **100 pages in A4 size paper** for text (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit and/or not complying with the specified requirements on margin and/or font size will be considered in the tender evaluation but marks will be deducted from the total technical marks as follows:

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

Assessment Criteria		Maximum Mark	Unit Mark (M)	Standard Score (S) (See Note 1)						Marks Scored (M x S)	Passing Mark
				5	4	3	2	1	0		
(A)	Execution Plan										
(1)	Work Plan (See Notes 2 and 5)	20	4								4
(2)	Management Plan (See Notes 3 and 5)	15	3								3
(3)	Contingency Plan (See Notes 4 and 5)	10	2								2
(4)	Innovative suggestions										
	(a) Type I – directly relevant to the Services (See Note 6)	8	4								–
	(b) Type II – not directly relevant to the Services but can bring positive values to Government or the public (See Note 7)	4	2								–
	Sub-total for (A)	57									–
(B)	Experience, Certification and Qualification										
(5)	Tenderer’s experience in the provision of building management, security and/or cleaning services (See Note 8)	8	2								–
(6)	Experience and Qualifications of Contract Manager (See Note 9)	3	1								–
(7)	Valid and relevant ISO and/or OHSAS certifications (See Note 10)	3	1								–
	Sub-total for (B)	14									–
(C)	Labour Benefits										
(8)	Proposed monthly wages for Building Supervisor, Guards, Cleaners (See Note 11)	25	N.A.								–
(9)	Proposed daily maximum working hours for Building Supervisor, Guards, Cleaners (See Note 12)	4	4								–
	Sub-total for (C)	29									–
	Total Technical Mark	100									–

6. A tender which has passed Stage 3 assessment shall be considered as a “conforming tender”. A maximum weighted technical score of 50 will be allocated to the conforming tender with the highest total technical marks, while the weighted technical score for other conforming tenders will be calculated by the following formula –

$$\text{Weighted Technical Score} = 50 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest total technical mark among the conforming tenders}}$$

[Note: The weighted technical score of each tender will be rounded to the nearest 2 decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be

rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.]

### **Explanatory Notes for Technical Assessment**

#### **Note 1 : for Assessment Criteria (1) to (9)**

Tenderer's proposal, experience and qualification will be rated as follows:

For Assessment Criteria (1), (2) and (3)

Standard score of 5, 4, 3, 2, 1 or 0 will be awarded.

For Assessment Criteria (4a) and (4b)

Standard score of 2, 1, or 0 will be awarded.

For Assessment Criterion (5)

Standard score of 4, 3, 2, 1, or 0 will be awarded.

For Assessment Criteria (6) and (7)

Standard score of 3, 2, 1, or 0 will be awarded.

For Assessment Criterion (8)

See Note 11 below.

For Assessment Criterion (9)

Standard score of 1 or 0 will be awarded.

#### **Note 2: for Assessment Criterion (1) – Work Plan**

The Work Plan shall cover the following items:

- (a) a staff deployment plan setting out the distribution and responsibilities of all the staff members of the proposed workforce in meeting the performance requirements of the Contract;
- (b) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the **security services**;
- (c) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the **cleaning services**;
- (d) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the **management services**;

- (e) safety measures adopted for the performance of the Contract such as cleaning of external walls, operation of hydraulic platforms for working at height, handling of security incidents, carrying out operations such as crowd control and access control, and handling and application of pesticides, rodenticides, insecticides, weedicides and the like;
- (f) details of the arrangement of leave relief to cover staff on leave including the minimum qualification and experience requirement for the leave relief staff; and
- (g) details of the arrangement during transition-in and transition-out periods including implementation plan and timeline in arrangement of taking over/handing over of duties at pre-commencement and upon expiry of the Contract.

**Note 3: for Assessment Criterion (2) – Management Plan**

The Management Plan shall cover the following items:

- (a) an organisation chart showing the line of command and division of labour of the proposed workforce;
- (b) details of the professional qualifications and experience of the key personnel including Contract Manager and Building Supervisor proposed by the Tenderer for the Contract;
- (c) particulars of relevant management plan, description of staff's responsibilities and prerequisite employment requirements to demonstrate competence;
- (d) details of the mechanism setting out the monitoring and appraisal system on daily supervision of the workers for ensuring delivery of quality service, dealing with unsatisfactory standard of performance/conduct/discipline of the workers and preventing recurrence of sub-standard services; and
- (e) details of the training programmes provided to its operational and supervisory/managerial staff for the performance of the Contract.

**Note 4: for Assessment Criterion (3) – Contingency Plan**

The Contingency Plan shall cover the following items:

- (a) Operational strategy dealing with shortage or absence of staff, level of support, emergency situations such as breakdown of electricity or main water supply; Resources available at time of emergency;
- (b) details of the operational strategy during contingency or emergency situations including availability of additional resources, provision of emergency contact numbers/hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice;
- (c) a risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively including the response time to each emergency situation for handling emergency situations, such as breakdown of electricity supply, fire, injury, accident, tropical cyclone, rainstorm, trespasses, vandalism, protests, etc.; and
- (d) details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

**Note 5: for Assessment Criteria (1) to (3)**

(a) Standard scores will be given to Assessment Criteria (1) to (3) in accordance with the following six-grade approach –

- 5 – The proposed plan is **practical** with **detailed information** on **all** items as well as proposals that could effectively enhance/improve the quality/performance of the Services on **over half** of the items of the respective plan as required in Notes 2 to 4 above.
- 4 – The proposed plan is **practical** with **detailed information** on **all** items as well as a proposal that could effectively enhance/improve the quality/performance of the Services on **one** of the items of the respective plan as required in Notes 2 to 4 above.
- 3 – The proposed plan is **practical** with **detailed information** on **all** items of the respective plan as required in Notes 2 to 4 above.
- 2 – The proposed plan is **practical** with **detailed information** on **over half** of the items and brief information covering the remaining items of the respective plan as required in Notes 2 to 4 above.
- 1 – The proposed plan is **practical** with **brief information** on **all** items of the respective plan as required in Notes 2 to 4 above.
- 0 – The proposed plan is **impractical** or **fails** to provide information on **any** of the items of the respective plan as required in Notes 2 to 4 above.

(b) The meaning of “over half” of the items of the respective plan are as below –

	Work Plan	Management Plan	Contingency Plan
Over half	4	3	2

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

(d) All practical information included in the proposed plans submitted by the successful Tenderer under Assessment Criteria (1) to (3) shall form part of the Contract.

**Note 6: for Assessment Criterion (4)(a) – Type I – Innovative suggestions directly relevant to the Services**

(a) Marks will be given if the proposed innovative suggestions are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional

mode of service delivery adopted by the Government in general.

(b) **Type I** innovative suggestions shall cover any of the following items –

- (i) adoption of technology to enhance service delivery in security/access control e.g. smart patrol device and mobile surveillance cameras, etc.;
- (ii) adoption of technology to enhance service delivery in cleaning services e.g. automatic cleaning equipment and hygiene sensing devices;
- (iii) adoption of technology to enhance service delivery in management services e.g. streamlining and speeding up the management process, reducing errors and omissions;
- (iv) adoption of technology or environment friendly measures to enhance service delivery in pest control; and/or
- (v) adoption of technology to enhance service delivery in property and facility management e.g. smart bulletin boards and self-developed mobile app, etc.

(c) Standard scores will be given in accordance with the following rule:

- 2 – **More than one (1) practicable** innovative suggestions are proposed covering any of the items as required in (b) of this Note above.
- 1 – **One (1) practicable** innovative suggestion is proposed covering any of the items as required in (b) of this Note above.
- 0 – **No** practicable innovative suggestion is proposed.

(d) Para. (c) of Note 5 above is also applicable to this Note.

(e) Marks will not be given to any innovative suggestion which (i) is related to labour benefit measures e.g. cash allowance, cash/coupon bonus/award and additional leaves, etc. or (ii) a tenderer will neither be capable of nor responsible for implementation.

(f) An innovative suggestion that scores marks under Type I will not earn marks again under Type II and vice versa. If the Tender assessment Panel (“TAP”) considers that the same innovative suggestion could earn marks under Types I and II, it will be taken as scoring marks under Type I only. Each innovative suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.

(g) Tenderers shall highlight the proposed innovative suggestions with all of the following details –

- (i) the type (i.e. Type I or Type II) of innovative suggestion which each of them belongs to;
  - (ii) sufficient details on what improvements/benefits/positive values to which their proposed innovative suggestions can bring about; and
  - (iii) how they are to be implemented,
- in their submissions to facilitate tender evaluation. If a tenderer fails to specify item (i) above, it will be deemed as proposed under Type I.

(h) Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the innovative suggestions. Marks will not be given if the tenderers only

propose a concept without sufficient details. The information that shall be provided by the tenderers includes the following –

- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc. : scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
  - if the suggestion is concerned with a kind of measure, service, scheme and activity, etc. : the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and
  - if the suggestion is related to manpower : the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome an number of target beneficiaries, etc. as appropriate.
- (i) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All proposed innovative suggestions will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the TAP to have a better understanding of the innovative suggestions proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- (j) All practicable innovative suggestions accepted by the Government shall form part of the Contract.

**Note 7: for Assessment Criterion (4)(b) – Type II – Innovative suggestions not directly relevant to the Services but can bring positive values or benefits to Government or the public**

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

- 2 – **More than one (1) practicable** innovative suggestions contributing to any of the positive values as listed in (b) of this Note above.
- 1 – **One (1) practicable** innovative suggestion contributing to any of the positive values as listed in (b) of this Note above.
- 0 – **No** practicable innovative suggestion is proposed.

(d) Para. (c) of Note 5 and paras (e) to (j) of Note 6 above are also applicable to this Note.

**Note 8: for Assessment Criterion (5) – Tenderer's experience in the provision of building management and/or security and/or cleaning services**

- (a) Assessment will be based on the aggregate number of years of experience in providing building management and/or security and/or cleaning services to commercial, residential, government or educational premises in the **past ten (10) years** immediately preceding the original Tender Closing Date. Only experience for providing building management and/or security and/or cleaning services (each not less than one year) for a premises having a total Gross Floor Area (GFA) of **no less than 2,500 m<sup>2</sup>** shall be counted.
- (b) Standard scores will be given to Assessment Criterion (5) in accordance with the following five-grade approach –
- 4 – An aggregate of eight (8) or more years' experience.
  - 3 – An aggregate of seven (7) to less than eight (8) years' experience.
  - 2 – An aggregate of six (6) to less than seven (7) years' experience.
  - 1 – An aggregate of five (5) to less than six (6) years' experience.
  - 0 – An aggregate of less than five (5) years' experience,  
or  
 failing to produce documentary proof to support its claim of experience.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of contract) to substantiate its claim of the experience. Experience not substantiated will not be taken into account.
- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered under the same name of the Tenderer. For the avoidance of doubt, a Tenderer's experience gained in its capacity as a sub-contractor or the experience of a parent company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of "parent company" and "subsidiary" follow the meanings under the Companies Ordinance (Cap. 622).

- (f) If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual experience of the participants to the partnership, will be counted.
- (g) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, “an aggregate of five (5) years’ experience” is equivalent to have accumulated 1,825 days (i.e. 365 days x 5) of experience under a single contract or different contracts.
- (h) It is **not** necessary for a Tenderer to have continuous experience in providing building management and/or security and/or cleaning services in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (i) For the purpose of tender assessment, the relevant experience in providing building management and/or security and/or cleaning services could be gained under the same contract or different contracts through direct employees. However, a Tenderer’s experience under different contracts of the same type will not be double-counted for those overlapping periods. If a contract involves both security and cleaning services, the experience in the two types of services will be counted separately. For example, if a Tenderer gained 1 year's experience in providing both cleaning and security services under the same contract, he will be counted as having 1 year's experience in cleaning service and 1 year's experience in security service. A Tenderer’s experience under different contracts with overlapping periods is to be counted in accordance with the following examples: -

Example A:

Contract	Type of Service Provided	Contract Period	Contract Period without Overlapping with an Earlier Contract	Number of Days Counted for Accumulated Experience
A1	Cleaning and Building Management	16.4.2010 – 15.4.2015	Cleaning: 16.4.2010 – 15.4.2015 Building management:	Cleaning: 1 825 Building Management: 1 825

			16.4.2010 – 15.4.2015	
A2	Cleaning and Security	1.10.2014 – 31.3.2016	Cleaning: 16.4.2015 – 31.3.2016 Security: 1.10.2014 – 31.3.2016	Cleaning: 351 Security: 548 (29 days in Feb 2016)
A3	Security	1.1.2015 – 31.12.2016	Security: 1.4.2016 – 31.12.2016	Security: 275
A4	Building Management	1.1.2017 – 31.12.2017	Building management: 1.1.2017 – 31.12.2017	Building Management: 365
			<i>Subtotal:</i>	<i>Cleaning: 2 176</i> <i>Security: 823</i> <i>Building Management: 2 190</i>
			<b>Total:</b>	<b>5 189</b>

Example B:

Contract	Type of Service Provided	Contract Period	Contract Period without Overlapping with an Earlier Contract	Number of Days Counted for Accumulated Experience
B1	Cleaning and Security	16.4.2013 – 15.4.2015	Cleaning: 16.4.2013 – 15.4.2015 Security: 16.4.2013 – 15.4.2015	Cleaning: 730 Security: 730
B2	Cleaning and	1.10.2014 –	Cleaning: 16.4.2015 –	Cleaning: 351

	Security	31.3.2016	31.3.2016 Security: 16.4.2015 – 31.3.2016	Security: 351
B3	Cleaning and Building Management	1.1.2015 – 31.12.2016	Cleaning: 1.4.2016 – 31.12.2016 Building Management: 1.1.2015 – 31.12.2016	Cleaning: 275 Building Management: 730
B4	Building Management	1.1.2015 – 31.6.2017	Building Management: 1.1.2017– 31.6.2017	Building Management: 182
			<i>Subtotal:</i>	<i>Cleaning: 1 356</i> <i>Security: 1 081</i> <i>Building</i> <i>Management:</i> <i>912</i>
			<b>Total:</b>	<b>3 349</b>

**Note 9: for Assessment Criterion (6) – Qualification of a Contract Manager**

- (a) Assessment will be based on working experience and qualifications on or before the original Tender Closing Date possessed by the Contract Manager(s) proposed by the Tenderer for the Contract.
- (b) Standard scores will be given to Assessment Criterion (6) in accordance with the following rule

3 – Contract Manager possessing working experience and qualifications meeting the following three requirements –

- (i) having an aggregate of not less than five (5) years' full-time working experience at management or supervisory level in overseeing building management, cleaning and/or security service contracts in the past ten (10)-year period immediately preceding the original Tender Closing Date;

- (ii) possessing a post-secondary qualification in property management, building management, facilities management or equivalent issued by a registered post-secondary institution; and
- (iii) possessing a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution.

2 – Contract Manager possessing any two (2) of the three (3) working experience or qualification requirements listed in (i), (ii) or (iii) of this Note above.

1 – Contract Manager possessing any one (1) of the three (3) working experience or qualification requirements listed in (i), (ii) or (iii) of this Note above.

0 – Contract Manager possessing none of the three (3) working experience or qualification requirements listed in (i), (ii) or (iii) of this Note above, or failing to produce documentary proof to support its claim of the working experience or qualification.

- (c) A Tenderer shall submit documentary evidence (e.g. a copy of employment contract/referee's letter) to substantiate its claim of the working experience or qualification. Working experience and qualifications not substantiated will not be taken into account.
- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The aggregate of not less than five (5) years' full-time working experience shall refer to that possessed by the same Contract Manager but not aggregated among different Contract Managers. For example, if a Tenderer proposes Contract Managers A and B each having two years' relevant experience only, without any relevant qualification, since neither Contract manager has an aggregate of not less than five years' relevant experience, the Contract managers proposed by the Tenderer are considered failing to meet any of the qualification requirements listed in (i), (ii) or (iii) of this Note above. It will be given a standard score of zero.
- (f) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of not less than five (5) years' working experience" is equivalent to have accumulated 1 825 days (i.e. 365 days x 5) of working experience.
- (g) It is not necessary for a Contract Manager to have continuous full-time working experience at management or supervisory level in overseeing building management and/or cleaning and/or security service contracts in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (h) If more than one Contract Managers are proposed by a Tenderer, standard score will be given according to the aggregate numbers of experience and qualification requirements listed in (i) to (iii) of this Note above met by all Contract Manager(s) proposed by the Tenderer for the Contract. For example, if a Tenderer proposes Contract Managers A and B. Contract Manager A meets the qualification requirements listed in (i) and (ii) of this Note above and Contract Manager B meets the qualification requirements listed in (i) and (iii). The contract managers proposed by the Tenderer are considered

meeting all the qualification requirements listed in (i) to (iii) of this Note above. It will be given a standard score of three.

**Note 10: for Assessment Criterion (7) – Valid and relevant ISO and OHSAS certifications**

- (a) Standard scores will be given to Assessment Criterion (7) in accordance with the following rule –
- 3 – Accredited to all three (3) relevant certificates of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems and Occupational Health and Safety Assessment Series (OHSAS) 18001.
  - 2 – Accredited to any two (2) relevant certificates of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001.
  - 1 – Accredited to any one (1) relevant certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001.
  - 0 – Not accredited to any of the relevant certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001, or failing to produce documentary proof to support its claim of possessing any relevant accreditation.
- (b) A Tenderer shall submit documentary evidence (e.g. a copy of certificate) to substantiate its claim of the accreditation. Accreditation not substantiated will not be taken into account.
- (c) For the purpose of counting the accreditation, “relevant certificate” means a certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001 which are relevant to property management, building management, facilities management, security services or cleaning services, and are valid as at the original Tender Closing Date.

**Note 11: for Assessment Criterion (8) – Proposed monthly wages for Building Supervisor, Guards, Cleaners for this Contract**

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

- P1 = Proposed monthly wage for Building Supervisor of the conforming tender being assessed
- P2 = Proposed monthly wage for Guards of the conforming tender being assessed

- P<sub>3</sub> = Proposed monthly wage for Cleaners of the conforming tender being assessed
- H<sub>1</sub> = The highest proposed monthly wage for Building Supervisor among all conforming tenders
- H<sub>2</sub> = The highest proposed monthly wage for Guards among all conforming tenders
- H<sub>3</sub> = The highest proposed monthly wage for Cleaners among all conforming tenders
- C = **\$9,300**, i.e. the prevailing monthly wage rate of Statutory Minimum Wage (“SMW”) plus paid rest days for Building Supervisor, Guards and Cleaners derived on the basis of 31 days (i.e. eight (8) hours of work per day and 27 working days plus four (4) paid rest days per month)

$$\text{Marks scored} = 25 \times \left( 50\% \times \frac{P_1 - C}{H_1 - C} + 40\% \times \frac{P_2 - C}{H_2 - C} + 10\% \times \frac{P_3 - C}{H_3 - C} \right)$$

[ M<sub>1</sub> ] [ M<sub>2</sub> ] [ M<sub>3</sub> ]

Illustrative Example for Tenderer's Proposed Monthly Wage for Building Supervisor, Security Guards and Cleaners	Marks Scored (Example)
P <sub>1</sub> = HK\$9,400 P <sub>2</sub> = HK\$9,600 P <sub>3</sub> = HK\$9,400 H <sub>1</sub> = HK\$9,500 H <sub>2</sub> = HK\$9,700 H <sub>3</sub> = HK\$95,00 C = HK\$9,300	$\begin{aligned} &\text{Marks scored} = \\ &25 \times \left( 50\% \times \frac{9,400-9,300}{9,500-9,300} + 40\% \times \frac{9,600-9,300}{9,700-9,300} + 10\% \times \frac{9,400-9,300}{9,500-9,300} \right) \\ &= 15.00 \end{aligned}$

- (b) If H<sub>1</sub>, H<sub>2</sub> or H<sub>3</sub> is equal to C, no marks will be given for M<sub>1</sub>, M<sub>2</sub>, or M<sub>3</sub> to all Tenderers respectively.
- (c) If a Tenderer fails to indicate any monthly wage or P<sub>1</sub>, P<sub>2</sub> or P<sub>3</sub> is each less than C, the tender will be evaluated but the respective P<sub>1</sub>, P<sub>2</sub> or P<sub>3</sub> will be deemed to be equal to C for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm their abidance by the SMW upon request by the Government Representative at any time before the tender exercise is completed. If the Tenderer offers a higher amount than the SMW in subsequent clarification in writing, the tender will only be assessed on the basis that the monthly wage offered by the Tenderer is the same as the SMW. However, the higher wage offered by this Tenderer shall become

binding if the Contract is subsequently awarded to this Tenderer.

- (d) The marks scored will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under para. 6 above.

**Note 12: for Assessment Criterion (9) – Proposed daily maximum working hours for Building Supervisor, Guards, Cleaners**

- (a) Standard scores will be given to Assessment Criterion (9) in accordance with the following rule –
- 1 – Proposed daily maximum working hours excluding meal break (i.e. net total) for building supervisor are **eight and a half (8.5) hours or less**, and those for all Guards are **seven (7) hours** or less and those for Cleaners are **four (4) hours or less**.
  - 0 – Proposed daily maximum working hours excluding meal break (i.e. net total) for any of the posts are longer than those stated above.
- (b) If a Tenderer fails to indicate any daily maximum working hours, the tender will be evaluated but the standard score of “0” will be given. If the Tenderer offers the daily maximum working hours equal to or shorter than those for which standard score of “1” will originally be given in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the tender will only be assessed on the basis that the standard score of “0” will continue to apply.. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

**Stage 4 – Price Assessment**

7. Failure to submit a Price Proposal in the form of Schedule 4 with price information duly completed will render a tender invalid and will not be considered further. The price assessment is based on the Contract Price of the tenders which have passed Stage 3 assessment.

8. A maximum weighted price score of 50 will be allocated to the conforming tender with the lowest Contract Price, while the weighted price score for other conforming tenders will be calculated by the following formula –

$$\text{Weighted Price Score} = 50 \times \frac{\text{The lowest Estimated Contract Price among the conforming tenders}}{\text{Estimated Contract Price of the conforming tender being assessed}}$$

[Note: The weighted price score of each tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under para. 6 above.]

### **Stage 5 - Calculation of Combined Score**

9. The combined score of a conforming tender will be determined by the following formula –

$$\text{Weighted Technical Score} + \text{Weighted Price Score}$$

10. Subject to other provisions of the Tender Document and unless the Government decides that it is in the public interest not to do so, the Government will normally award the Contract to the Tenderer which the Government has determined to be capable of fulfilling the terms of the Contract and whose Tender –

- (i) has passed the completeness check;
- (ii) conforms with all the essential requirements stipulated in the Tender Document;
- (iii) has attained the highest combined technical and price score amongst all the conforming tenders.

If two or more tenders obtain the same highest combined score, the tender which obtains the highest weighted technical score will be recommended for acceptance.

## PART 2

### CONDITIONS OF CONTRACT

#### Content

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## CONDITIONS OF CONTRACT

### 1. **Contract Period**

- (a) The Contractor shall provide the Services to the Government, for a period of thirty-six (36) months for the period commencing on 1<sup>st</sup> September 2021 and expiring on 31st August 2024, both dates inclusive, subject to any 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 (1) month prior to the expiry of the said period of thirty-six 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 thirty-six 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. **Provision of Services**

- (a) The Contractor shall during the Contract Period provide the Services in accordance with the terms and conditions of this Contract.
- (b) The Contractor shall not extend the Services beyond the requirements specified in the Conditions of Contract and Contract Schedule except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Conditions of Contract and Contract Schedule.
- (c) Notwithstanding anything to the contrary herein contained, the Government Representative may from time to time and at any time during the Contract Period: -
  - (i) by giving a prior written notice to the Contractor so that the Contractor will, within seven (7) days, provide such additional Services (including working overtime for regularly engaged Worker or providing additional Guards and/or Cleaners) at such part of the Contract Area for such duration and in such manner as may be specified in the notice; and
  - (ii) by giving a prior verbal notice (to be properly documented subsequently) to the Contractor so that the Contractor will, within one (1) day, carry out general emergency services for building management (including working overtime for regularly engaged Worker or providing additional Guards and/or Cleaners) and within three (3) hours to carry out anti-mosquito or other pest control services at such part of the Contract Area, for such duration and in such manner as may be directed by the Government Representative and the Contractor shall provide such Services accordingly.

- (d) All of the Services provided by the Contractor including those provided under Clause 2(c) hereof will be payable in accordance with the rates of charges specified in Contract Schedule 4.
- (e) If the Government requires any regularly engaged Worker to work overtime, the Government may choose to provide leave in lieu of compensation or additional charge based on the hourly rate in section II of Contract Schedule 4. If any additional Guard or Cleaners are required, the Government shall pay in accordance with Part 3 of Section I of Contract Schedule 4.

### **3. Contractor's Acknowledgement**

- (a) The Contractor acknowledges and agrees that when entering into the Contract, it has been supplied with sufficient information to enable it to provide to the Government the Services, which shall comply fully with the requirements set out in the Condition of Contract and Contract Schedule.
- (b) The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract. Save to the extent expressly set out in the Contract, the Contractor does not expect, and the Contractor agrees that it is unnecessary for, the Government to do anything to facilitate or assist the Contractor's provision of the Services and the performance of its obligations under the Contract.
- (c) The Contractor shall perform its obligations under the Contract:
  - (i) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
  - (ii) in accordance with Good Industry Practice.
- (d) The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:
  - (i) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
  - (ii) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
  - (iii) comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of Services.
- (e) The Contractor shall:

- (i) duly and unconditionally secure, obtain and maintain throughout the Contract Period all and any authorisations, approvals, consents, licences, permits, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are or may be required or necessary to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where the Contractor's procedures so require, the consent of its parent company) ("Consents");
  - (ii) ensure that the Consents are in full force and effect, and the use of the Services by the Government will not contravene any applicable laws, throughout the Contract Period; and
  - (iii) bear all costs, charges and expenses that may be incurred in obtaining and maintaining the Consents throughout the Contract Period.
- (f) The Contractor shall, through the Government Representative, keep the Government informed of all matters related to the Contract within the actual or constructive knowledge of the Contractor and shall answer all enquiries received from the Government Representative.
- (g) The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.
- (h) To the extent that the Government considers it reasonably necessary and that the information (in whatever media) is in the possession of the Government and is not subject to any confidentiality restriction, the Government may at the request initiated by the Contractor (but not otherwise required in the Contract), provide all such information for the Contractor's guidance in the execution of the Contract free of charge provided such request from the Contractor is made in a timely manner to avoid any delay on the part of the Contractor to perform the Contract. If required by the Government, the Contractor shall return all such information (in whatever media) to the Government upon the expiry or early termination of the Contract or at the time specified in the Conditions of Contract.
- (i) The Contractor shall be responsible for the completeness and accuracy of all drawings, documents and information supplied by the Contractor to the Government in connection with the Services.
- (j) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by the Government free of charge but shall be returned to the Government on completion of the Contract.
- (k) The Contractor acknowledges that it does not have the right to provide the Services to the Government on an exclusive basis and nothing in this Contract confers any such exclusive right. Nothing in the Contract shall preclude the Government from procuring any Services from any other person.

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

- (a) The Contractor warrants and undertakes to the Government that: -
- (i) the Contractor and 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;

- (ii) the Contractor shall carry out and provide the Services with all due diligence and in a timely, safe, proper, skilful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
- (iii) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (iv) 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;
- (v) 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;
- (vi) the Contractor shall be responsible for the good conduct of Contractor's Employees, permitted sub-contractors and agents (if any) while they are performing the Services at the Contract Area under the Contract and shall ensure that they comply with the Code of Conduct for the Contractor's Employees set out in Contract Schedule 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;
- (vii) the Contractor shall not employ illegal workers or aid and abet another person to breach his condition of stay in the execution of this Contract; and
- (viii) all information and documents supplied, and statements and representations from time to time made by or on behalf of the Contractor in or in relation to its Tender and the Contract are genuine, true, accurate and complete.

- (b) The warranties, representations and undertakings, expressed or implied, contained in Clause 4(a) above and in other provisions of the Contract (including without limitation the Conditions of Contract and the Terms of Tender), and those made by the Contractor in its

Tender for the Contract including all Schedules, during the evaluation of the Tender, and those from time to time made in the course of performance of the Contract, are collectively referred to as “Warranties”, and each, a “Warranty”.

- (c) Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.
- (d) Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Chapter 457 of the Laws of Hong Kong) apply to bind the Contractor and the Government respectively.

**5. Contractor’s Obligations Relating to Employment of Contractor’s Employees**

- (a) The Contractor shall employ sufficient number of suitably trained, experienced and competent managerial and site supervisory staff for the maintenance and execution of the Services in accordance with all the necessary requirements in this Contract.
- (b) The Contractor shall ensure that they all fulfill the respective qualifications to carry out all their responsibilities and duties as in Contract Schedule 2.
- (c) The Contractor shall pay or shall ensure to be paid to each Worker during the Contract Period a wage not less than: -
  - (i) the monthly wage (for Guard and Building Supervisor) and daily wage (for Cleaner) as specified in Contract Schedule 5; or
  - (ii) the Monthly / Daily Wage rate of SMW plus Paid Rest Days as the same may be adjusted as a result of future revision of the Statutory Minimum Wage, whichever is the higher.
- (d) The contractor shall promptly pay or shall ensure prompt payment of wages to the Contractor’s Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract. The Contractor shall use autopay for payment of wages to the Workers (payment by cheque is only allowed upon termination of employment contract and is made at request of the Workers concerned).
- (e) Without the prior approval of the Government Representative, the Contractor shall not allow any Worker to work each day for more than the maximum allowable working hours per day as specified in the Standard Employment Contract.
- (f) The Contractor shall allow each Guard and Building Supervisor not less than one hour meal break each day. The period of meal break of each Worker shall be specified in the Standard Employment Contract.
- (g) The Contractor shall take measures in accident prevention, fire precautions, workplace environments, hygiene, first aid and manual handling operations for the protection the Workers. Proper Personal Protective Equipment, which conforms to internationally recognized standards or the standards stipulated in the legislation for the purpose of ensuring its effectiveness, must

be provided to employee who works with or is likely to come into contact with a dangerous substance to prevent that substance causing bodily injury to that employee. The protective clothing and equipment should be fully and properly used by the employee as and when necessary.

- (h) The Contractor shall pay a gratuity to a Non-skilled Worker upon the expiry or termination of the Standard Employment Contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract. The amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the above period. The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein. The gratuity shall be paid to the Employees not later than 7 days after the expiry or termination of the Standard Employment Contract.
- (i) The Contractor shall provide the holiday pay to a Non-skilled Worker provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for not less than one month immediately preceding a statutory holiday. The holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance (Cap. 57). Detailed requirements on the holiday pay payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.
- (j) If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during working hours of a day or a shift in which the Non-skilled Worker has worked, the Contractor shall pay the Non-skilled Worker for that day/shift at least 150% of the Non-skilled Worker's original pay for the hours worked in that day/shift. Detailed requirements on the extra wages payable for working under typhoon signal no. 8 or above are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein. For the avoidance of doubt, the extra wages stipulated in this Clause shall also apply to a Non-skilled Worker with whom the Contractor is not required to enter into the Standard Employment Contract.
- (k) The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause 5. 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 Employees**

- (a) The Contractor shall ensure the good conduct of each of the Contractor's Employees while they are performing the Services for or on behalf of the Contractor. Without prejudice to the aforesaid, the Contractor shall ensure that the Contractor's Employee: –
- (i) is fit for their tasks;
  - (ii) maintains the standard of discipline, courtesy, behaviour and consideration in performing the Services;
  - (iii) does not smoke, sleep, consume alcoholic drink, listen to radio, gossip and will refrain from any other malpractices while they are performing the Services; and
  - (iv) is on duty during the period of a day as specified in Contract Schedule 2 as 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.
  - (v) Contractor's employees and sub-contractor (if any) are strictly forbidden to allow access to, or bring onto any site or location, any unauthorized persons, animals or birds during such time as their attendance is in connection with their duties under the Contract.
- (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 Workers 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. Suspension of Services under Inclement Weather**

- (a) The Contractor shall suspend all outdoor cleansing and security services when a black rainstorm signal or a Tropical Cyclone Warning Signal No.8 or above is issued. The Contractor shall resume normal services immediately when the black rainstorm signal or Tropical Cyclone Warning Signal No. 8 is lowered.
- (b) Clause 7(a) above does not apply to the security guarding and management services which shall not be interrupted by an inclement weather conditions including the issue of any type of rainstorm signal or any type of tropical cyclone or typhoon signal, although the Government Representative may, as it deems fit, authorize a reduction of manpower in the event of severe rainstorm or Tropical Cyclone Warning Signal No. 8 or above.

## **8. Personal Record**

- (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 keep proper records of all amendments, variation or cancellation to the Standard Employment Contracts and the wage payment to the Contractor's Employees.
- (c) The Contractor shall enter into written Standard Employment Contract with each of its Non-skilled Workers employed for the performance of this Contract if the employment period exceeds seven (7) days. The Contractor shall ensure that all such Non-skilled Workers 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. The Standard Employment Contract can be downloaded from the following hyperlink:
  - (i) for Chinese version  
<[https://www.afcd.gov.hk/tc\\_chi/tender/tender\\_rel/tender\\_rel.html](https://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html)>; or
  - (ii) for English version  
<[https://www.afcd.gov.hk/english/tender/tender\\_rel/tender\\_rel.html](https://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html)>
- (d) 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 Employees and/or of the terms of the Standard Employment Contract as approved by the Government Representative, the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new Standard Employment Contract entered into or any employment contract as amended, as the case may be, at its own cost.
- (e) Any breach of the undertaking in sub-clause (a) to (d) above in respect of written Standard Employment Contracts with Contractor's Employees shall be construed as a material breach of the Contract and the Government shall have right to terminate the Contract.
- (f) The Contractor shall not vary the terms and conditions of the Standard Employment Contract without the prior written approval of the Government Representative.
- (g) If requested by the Government Representative, the Contractor shall produce evidence to satisfy the Government Representative that the terms and conditions specified in the Standard Employment Contracts have been complied with. The Government Representative may at any time during the Contract Period approach the Contractor's Employees to verify the information provided by the Contractor. If requested by the Government Representative, the Contractor shall make arrangement for any or all of the Contractor's Employees to meet the Government Representative or the representatives of the Labour Department.
- (h) The Contractor shall obtain consent from the Contractor's Employees for disclosure of their personal data, the Standard Employment Contracts and all other records of employment to the Government Representative and the representatives of the Labour Department for the purposes of the Contract.

- (i) All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.

## **9. Demerit Point System**

- (a) The Contractor shall strictly observe its contractual obligations under the Standard Employment Contract, including but not limited to, the contractual obligations the breach of which would attract a Demerit Point.
- (b) Without prejudice to the generality of Clause 9(a) above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
  - (i) paying wages;
  - (ii) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
  - (iii) paying wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted; and
  - (iv) paying wages by means of autopay to the Non-skilled Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
  - (v) paying the gratuity to the Non-skilled Workers with no less than one year of service under a continuous contract;
  - (vi) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.
- (c) In the event that the Contractor engages a sub-contractor (the engagement of which is subject to the Government's prior written approval), it shall ensure that its sub-contractor shall also observe and comply with Clause 9(a) to Clause 9(b) above, as if references to "Contractor" read "sub-contractor".
- (d) If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 9(a) to Clause 9(b) above, without prejudice to any other rights, actions or remedies available to the Government including but not limited to the issuance of one or more Demerit Points to the Contractor and/or the sub-contractor, the Government may terminate the Contract immediately.

## **10. Debarment Mechanism and Demerit Point System**

- (a) If the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- (b) If the Contractor is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to the Contractor.

- (c) If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to in the definition of “Demerit Point”, the Government is entitled to issue a default notice to each of the Contractor and the sub-contractor.
- (d) Each default notice issued under Clause 10(b) or 10(c) attracts one Demerit Point. The Demerit Point(s) will be taken into account in the assessment of the Contractor/sub-contractor’s offer (as the case may be) in future tender or quotation exercises.

#### **11. Sub-contracting and assignment**

- (a) The Contractor shall efficiently direct and supervise the performance of the Services to the full extent of his ability and with his full attention.
- (b) The Contract shall be personal to the Contractor who shall not, without the prior written consent of the Government Representative, enter into any sub-contract with any person for the performance of any part of the Contract.
- (c) 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 they were the acts, defaults and neglects of the Contractor.
- (d) The Contractor shall ensure that its contract(s) with its permitted sub-contractor(s), shall contain contractual clauses to the same effect as Clauses 3, 4, 5 and 6 of the Conditions of Contract. Any failure on the part of the Contractor’s permitted sub-Contractor to observe any of the aforesaid contractual clauses shall be deemed to be a breach of clauses 3, 4, 5 or 6 of the Conditions of Contract (as the case may be) by the Contractor. Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving notice to the Contractor.
- (e) The Contractor shall not assign or otherwise transfer or dispose of the Contract or any part thereof or 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 stipulations as the Government Representative considers necessary.

#### **12. Inspection and Rejection**

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor’s Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed before payment shall be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the

Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.

- (c) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. If in any particular case the Services provided by the Contractor has failed to meet the performance standards required under the Contract or any terms and conditions of the Contract, the Government Representative shall be entitled to instruct/advise the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully with the performance standards required under the Contract and terms and conditions of the Contract.
- (d) Within twenty-four (24) hours of being notified verbally or in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services. If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 12(c) above or fails to provide required number of staff in accordance with the Contract, 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.

### **13. 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 the Monthly Fee in accordance with the following formula: -

$$\begin{array}{r}
 \text{(Monthly Rate)} \\
 + \\
 \text{(Any total charges for additional Contractor's Employees and} \\
 \text{additional Services provided by the Contractor under Clause 2} \\
 \text{of the Conditions of Contract)} \\
 \text{Monthly Fee payable to Contractor} = \quad - \\
 \text{(Total deductions calculated under Clause 14 of the Conditions} \\
 \text{of Contract)} \\
 - \\
 \text{(Such other sums the Government is entitled to deduct pursuant} \\
 \text{to other provisions of the Contract)}
 \end{array}$$

All costs and expenses in connection with the appointment and employment of the Conditions of Contract

auditors/accountants shall be borne solely by the Contractor.

- (b) The Monthly Fee set out in sub-clause (a) above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the equipment, materials, uniforms and tool required to be deployed/provided under the contract; the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings; the fees for obtaining any licence, authorization or permit from any Government or other authority; the fees payable to any sub-contractors or agents in connection with the performance of the Services.
- (c) Payment shall be made in Hong Kong dollars. The Contractor shall at the beginning of each month deliver to the Government Representative an invoice in respect of the Services rendered to the Government in the preceding month. Subject to the Government Representative being satisfied that the calculations of the Monthly Fee is correct, the Government should 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 29 of the Conditions of Contract. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed.
- (e) The billing periods for the Monthly Fee shall begin on the first day to the last day of the month during the Contract Period. In the case where the first or the last month of the Contract Period does not begin on the first day or end on the last day of the month, the Monthly Fee shall be adjusted on a pro rata basis.
- (f) Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Monthly Fee and any other sum payable by the Government to the Contractor under the Contract if:
  - (i) the Contractor fails to observe or perform any provision of the Contract;
  - (ii) the Government disputes on any reasonable ground its obligation to pay the amount in question;
  - (iii) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or
  - (iv) withholding of payment is required by any applicable law.

**14. Deduction in Monthly Fee**

- (a) The Contractor shall ensure the staffs employed for the work are not less than the number stipulated in Contract Schedule 2 or as required under this Contract. Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, the Government is entitled to make deductions from the Monthly Rate an amount (to be rounded to the nearest dollars) calculated in the formula below if the Contractor fails to provide the required number of Workers in accordance with the Contract or any of the Contractor's Employees is found to be absent from duty without reasonable excuse or is found to be sleeping whilst on duty or in any other way present but not performing his or her duties. The sum (to be rounded to the nearest dollars) shall be calculated in the following sub-Clauses:

The hourly rate for the type of Worker in section II of Contract Schedule 4 x the duration of absence from duty (in total number of absence man-hour).

- (b) If the Contractor fails to provide any additional Services (be it working overtime or additional number of Workers) as required in Clause 2 of this Conditions of Contract, the Government may deduct:

The hourly rate for the type of Worker (section II of Contract Schedule 4 for overtime and Part 3 of Section I of Contract Schedule 4 for additional Workers) x duration of absence from duty (in total number of absence man-hour).

**15. Engagement of Labour**

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 and in compliance with all relevant laws and regulations in arranging for a sufficient and suitable supply of such labour.

**16. Liability and Indemnity**

- (a) Neither the Government nor any of its employees shall be under any liability whatsoever for or in respect of:
- (i) any loss of or damage to any of the Contractor's property or that of its employees however caused (whether by any Negligence of the Government or any of its employees); or
  - (ii) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees, save and except any such injury or death caused by the Negligence of the Government or any of its employees.
- (b) Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of the Government and its employees (each an "Indemnified Person") from and against:
- (i) all and any liabilities and indebtedness (including liabilities to pay damages or

- compensation), losses, damage, costs, charges and expenses incurred or suffered by an Indemnified Party of whatsoever nature (including all legal and expert costs, charges and expenses on a full indemnity basis); and
- (ii) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted by any person against an Indemnified Party or by an Indemnified Party against any person (regardless of whether or not they have been settled or compromised)(collectively, “Claims” and each a “Claim”) and everything stated in Sub-clause (i) above incurred or suffered by an Indemnified Party in all and any such Claims, which arise directly or indirectly as a result of or in connection with, or which relate in any way to, all or any of the following:
- (1) the breach of any provisions of the Contract by the Contractor;
  - (2) the negligence, recklessness, tortious acts or wilful act or omission of the Contractor, its employees;
  - (3) any Warranty which is incorrect, inaccurate, incomplete or misleading;
  - (4) any claim or allegation that the use or possession of the Materials or Third Party Materials infringes the Intellectual Property Rights or any other rights of any person; or
  - (5) the non-compliance by the Contractor, its employees with any applicable law, or regulation, order or requirement of any government agency or authority;
  - (6) any act or omission of the Contractor, or its employees, in the performance of the Contract notwithstanding that the Contractor is authorised or obliged to do or commit any such act or omission under this Contract;
  - (7) any loss, damage, injury or death referred to in Clause 16(a) above save and except injury or death caused by the Negligence of the Government or any of its employees (in the course of employment); or
  - (8) any injury or death of any third party, or any loss or damage to property sustained by any third party, in consequence of any act, omission, default, or negligence of the Contractor or any of its employees.

Each of the above is separate and shall be construed independently and shall not prejudice or be limited by reference to or inference from the other of them or other provisions of this Contract.

- (c) In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform the Government Representative as early as practicable and deliver to the Government a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.
- (d) For the purposes of this Clause, “negligence” shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (e) The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the

Government in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.

- (f) This Clause 16 shall survive the completion, termination and/or expiration of this Contract, however occasioned.

## **17. Public Liability Insurance**

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

**18. Set Off**

Where the Contractor has incurred any liability to the Government, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Government may set off, by way of equitable set off or at common law the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated 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 made between the Government and the Contractor..

**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 12 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 F to the Terms of Tender; and
  - (ii) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter of Conditional Acceptance as the date on which the banker's guarantee is to take effect. In the event that another date is specified, the banker's guarantee shall take effect no later than such date.
- (c) The Government shall, without prejudice to any other rights and remedies of the Government, have the right to deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of any and all costs, losses, damages or expense, suffered by the Government as the direct or indirect result of any breach of the Contract by the Contractor with or without the Contract being terminated.
- (d) If any deduction shall be made by the Government from the Contract Deposit during the continuance of the Contract, the Contractor shall, within fourteen (14) days of such deduction, deposit a further cash or provide a further banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit. The further banker's guarantee must comply with the requirements in sub-clause (b) (i to ii) and shall come into effect on the date of its execution.
- (e) If the Contractor fails to make up the deduction in accordance with sub-clause (d) above, the Government may at liberty set-off the said amount against any sums due or payable to the Contractor by the Government under this Contract or otherwise and/or immediately terminate the Contract by notice in writing to the Contractor without prejudice to any claims that the

Government has or may have in respect of any loss, damages, claims or any liability that may be incurred by the Government as a result of the Contractor's default.

- (f) Upon the expiry or sooner termination of the Contract, the Government shall return to the Contractor without interest the balance of the cash deposit after having deducted therefrom any sum due from the Contractor to the Government and when all the Contractor's obligations have been observed and complied with to the satisfaction of the Government Representative, or if a banker's guarantee is provided, such banker's guarantee shall be discharged or released.

## **20. Termination of Contract**

- (a) The Government may forthwith terminate the Contract without prejudice to any other rights which the Government has or may have if:-
- (i) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within twenty four (24) hours or such other period as provided in this Contract or as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the Government's intention to terminate the Contract) so to do, to remedy the breach; or
  - (ii) the Contractor unduly delays the performance and completion of the Services or any part thereof, or unduly delays the placing of necessary material and equipment orders as set out in the Contract; 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; or
  - (viii) the Contractor is found to have made false declaration or untruthful revelation in,

including but not limited to, its record of conviction of offences under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Criminal Procedure Ordinance (Cap. 221) or the Mandatory Provident Fund Schemes Ordinance (Cap. 485) as stated in the tender submission by the Contractor during the tendering process; or

- (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 or more Demerit Points under this Contract; or
  - (xi) the Contractor is convicted of any of the Relevant Offences arising from this Contract; or
  - (xii) the Contractor fails to secure and maintain all required insurance; or
  - (xiii) the Contractor fails to make up the deduction in accordance with Clause 19(d) of the Conditions of Contract.
- (b) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.
- (c) Notwithstanding anything herein to the contract, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one (1) month's prior written notice of such termination. The Government shall not be responsible for any loss or damage to the Contractor arising from such termination of Contract.

*Sub-contractors' Compliance with the Relevant Obligations*

- (d) The Contractor shall monitor the performance of its sub-contractor(s) and ensure that its sub-contractor(s) do not commit any of the Relevant Offences or breach any of the contractual obligations to which a Demerit Point may be issued. For such purposes, the Contractor shall incorporate the relevant contractual clauses into the contract(s) with its sub-contractor(s).
- (e) Without prejudice to any other rights, actions or remedies available to the Government, the Contractor shall ensure that any default on the part of its sub-contractor(s) shall be readily remedied.

**21. Consequences of Termination**

- (a) The Contract shall be of no further force and effect, but without prejudice to:
  - (i) the Government's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
  - (ii) the rights and claims which have accrued to a party prior to the termination; and

- (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the termination (however occasioned).
- (b) The Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor due to the termination of the Contract.
- (c) In the case of termination other than pursuant to Clause 20(c) of the Conditions of Contract, the Contractor shall be liable for all costs and expenses actually incurred by the Government arising from or in the termination of the Contract.
- (d) In the case of termination, the Government may, without prejudice to any accrued rights and claims of Government, assign the uncompleted Services to another contractor(s) or undertake the Services itself whereupon in the case of termination pursuant to Clause 20(a) of the Conditions of Contract, the Contractor shall be liable for the contract price payable to such other contractor(s) or the costs incurred by the Government for undertaking such services (as the case may be) in excess of the contract price which would have been payable to the Contractor had the Contract not been terminated plus Government's administrative charge as and for liquidated damages and not as a penalty.
- (e) The Contractor and each Contractor's Employee shall forthwith deliver to the Government Representative all Government Property which remains in its possession or under its control and the Contractor and each Contractor's Employee shall certify to the Government that after the return of the Government Property, no Government Property or any copy or duplicate thereof is in the Contractor or any of the Contractor Employee's possession or control.
- (f) The Contractor shall as soon as practicable 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; and deliver up to Government vacant possession of any office space, working area and storage space in the Venue used/occupied by the Contractor in a clean and tidy condition (fair wear and tear excepted).
- (g) the Contractor shall provide all such assistance as the Government may request from time to time after the termination to ensure an orderly and effective transition of the provision of the Services to the Government or another contractor to be appointed by the Government Representative and/or completion of any work-in-progress.

## **22. Use of Electricity and Water Supplies**

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

- (b) The Contractor shall ensure that all Contractor's Employees exercise their utmost care in the use of the water or electricity supplies to avoid wastage and damage to Government property. The Contractor shall not use any electrical equipment in such manner that will overload the fuses in the electricity supply of the Contract Area. Particular attention must be given to the maintenance of security and cleansing equipment in order that it does not run below rated speed and draw excessive electricity current. Double adaptors shall not be permitted.
- (c) Permission to use the said water and electricity supplies shall cease at the end or sooner determination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.
- (d) The Contractor shall adopt the green measures in the Green Guidelines for Cleansing Services developed by Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 8 in using the electricity and water supplies for the performance of the Services.

### **23. Government Property**

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

### **24. Government Premises / Contractor's Premises**

- (a) The Government may at its sole discretion provide free of charge office and/or storage space within the Contract Area for use by the Contractor's Employees, or for the storage of the tools, equipment and materials employed in the Services provided that: -
  - (i) such use shall cease at the end or sooner termination of the Contract, or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor;
  - (ii) the Contractor shall keep the said office or storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate;
  - (iii) no fixtures, fittings or alteration shall be erected at or made to such office or storage space except with the Government Representative's prior consent in writing; and
  - (iv) the Contractor shall, upon termination of the Contract or on demand, remove at its own costs as soon as practicable, all fixtures or fittings erected at such office or storage space and restore the same to its original state. If the Contractor shall fail to do so within a reasonable time, the Government shall be entitled to remove and dispose of any properties,

chattels, fixtures or fitting left uncollected in the Contract Area in any manner deemed appropriate by the Government Representative (including sale and abandonment) and that no compensation will be made to the Contractor. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of this Clause shall be recoverable as a debt due from the Contractor.

- (b) The safety of any tools, equipment and vehicles used by the Contractor and brought alongside or onto Government premises shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises caused by such tools, equipment and vehicle.
- (c) The Contractor shall not use any space provided to it by the Government for conducting any fee-charging activities.
- (d) Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the contractor.
- (e) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative at all reasonable time.

## **25. Non-Exclusivity**

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

## **26. Government's Confidential Information**

The Contractor shall treat as confidential all information supplied by the Government under the Contract which is designated as confidential by the Government or which is by its nature clearly confidential provided that this Clause shall extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to this contract or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause). The Contractor shall not divulge or use any confidential information except for the purpose of the Contract. The Contractor shall ensure that its employees, agents, sub-contractors, and any other persons are aware of and comply with the provisions of this Clause and will not disclose any information/data collected when providing the Services, including verbal and written records in any format, to any unauthorised third party. The information/data collected shall be handled with diligent care. This Clause shall survive the completion, termination and/or expiration of this Contract, however occasioned.

## **27. Corrupt Gifts**

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

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

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

## 28. **Publicity**

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

## 29. **Service of Notice**

- (a) Unless otherwise provided in this Contract, every notice, request, demand, direction or other communication under this Contract shall be made in writing, by post, by email, 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, facsimile number or email 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>	<u>Email:</u>
(i) the Government:	Fisheries Marketing Section, 8/F Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon.	2314 2866	sharon_yy_leung@afcd.gov.hk
(ii) the Contractor:	As stated in Appendix A to Terms of Tender	As stated in Appendix A to Terms of Tender	As stated in Appendix A to Terms of Tender

- (c) Such notice, request, demand, direction or other communications addressed to the relevant party as provided in sub-Clause (b) shall be deemed to have been duly given

- (i) if sent by personal delivery, upon delivery to the relevant address during 0900 to 1800

hours of a Working Day (“Working Hours”); or

- (ii) if sent by post, five (5) Working Days (for local post) and ten (10) Working Days (for overseas post) after the date of posting; or
- (iii) if sent by facsimile during Working Hours, 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. Any facsimile sent not during Working Hours will be deemed to be received at 0900 on the next Working Day; or
- (iv) if sent by e-mail during Working Hours, on the date of transmission. Any email sent not during Working Hours will be deemed to be received at 0900 on the next Working Day.

### **30. General Service Arrangements**

The Contractor shall: -

- (i) submit, seven (7) days after each month, a monthly management report and site records/return, including but not limited to work programme, quarterly and accidental control record, problem and improvement List, payroll report for Workers, pay slip for Workers, mandatory provide fund schemes contribution report for Workers, landscape defect, inventory and equipment list, duty roster for guards and cleaners, complaint record, building defect, staff attendance record, weekly anti-mosquito work and pest control record;
- (ii) make available the records, (which upon request by the Government Representative shall be verified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50)), for inspection by the Government Representative at any time.

### **31. Monies or Valuables Found by the Contractor’s Employees**

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

### **32. Entire Agreement**

The Contract supersedes all prior agreements, arrangement and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof.

### **33. Relationship of the Parties**

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

**34. Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

**35. Disputes Resolution**

If disputes arises between any officer of AFCD and the Contractor in relation to any matter arising in or derived from the Contract, such disputes shall be referred to the Director of Agriculture, Fisheries and Conservation to mediate first ("Mediation"). If the disputes cannot be resolved within thirty (30) days by Mediation or any of the parties consider that the disputes should not be resolved by Mediation, the parties irrevocable submit themselves to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

**36. Waiver and Severability**

Time is of essence for this Contract but 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.

**37. Confidentiality**

The Contractor shall not disclose to any third party any confidential information such as any document, plan, record, data, code or particulars from time to time furnished by or on behalf of the Government Representative or by a third party to the Contractor (before or after the award of the Contract, and any time during the Contract Period) for the purposes of or otherwise in connection with the Contract (collectively, "confidential information") provided that the restrictions on disclosure contained in this Clause shall not apply:

- (a) to the disclosure of any confidential information to any person employed, used or engaged by the Contractor for the performance of the Services in circumstances where such disclosure is strictly necessary provided that the Contractor has imposed on the said person employed,

used or engaged an absolute and legally binding obligation to the Contractor to refrain from disclosing the said information;

- (b) to the disclosure of any confidential information already known to the recipient other than as a result of disclosure by the Contractor or any of its employees, agents or their respective associates or associated persons;
- (c) to the disclosure of any confidential information which is or becomes public knowledge other than as a result of disclosure by the Contractor, or any of its employees, agents or their respective associates or associated persons;
- (d) to the disclosure of any confidential information in circumstances where such disclosure is required pursuant to any law or order of a court of competent jurisdiction; or
- (e) to the disclosure of any confidential information with the prior consent in writing of the Government Representative.

In the case of doubt as to whether or not the confidential information is within that described in Clauses 37(a) to (e) above, the Contractor shall be required to consult the Government Representative and the Government Representative shall, in such case, determine such matter in good faith, and the Contractor shall comply with that determination.

### **38. Force Majeure**

- (a) If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing of that matter and all relevant particulars.
- (b) Within three (3) days after the occurrence of a Force Majeure Event, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Contractor's ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, the Government may on its own issue a notice to the Contractor noting the occurrence of the Force Majeure Event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or the Government pursuant to this Clause is hereinafter referred to as the "Suspension Notice".
- (c) Following the issue of a Suspension Notice by the Contractor or the Government, the Contractor shall keep the Government informed at reasonable intervals, and upon the request of the Government, of:
  - (i) the likely duration of the relevant Force Majeure Event and of its effect on the Contractor's ability to perform its obligations under the Contract;
  - (ii) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and
  - (iii) any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.
- (d) To the extent that the performance of obligations by the Contractor under the Contract is prevented by a Force Majeure Event, the Contractor's performance of such obligations will, subject to Clause 38(e), be suspended to that extent from the date the Contractor or the Government gives a Suspension Notice in respect of that Force Majeure Event until the Contractor ceases to be so prevented ("Cessation Date"). Notwithstanding anything in the

Contract to the contrary, as soon as the Government issues a Suspension Notice to the Contractor, the Contractor shall forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.

- (e) During the suspension of any obligations under Clause 38(d).
  - (i) the Contractor shall use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Contractor's performance of the obligations under the Contract;
  - (ii) the Government may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and
  - (iii) the Contractor shall not be entitled to any cost, fee or charge or such pro rata portion thereof in respect of the suspended obligations for the suspended period.
- (f) As soon as the relevant Force Majeure Event has ended, the Contractor shall forthwith notify the Government of the Cessation Date, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate Cessation Date. The Contractor shall immediately after the Cessation Date resume performance of the suspended obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Cessation Date, the Government's decision shall be final in the absence of manifest error.
- (g) Should suspension of the performance by the Contractor of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, the Government shall be entitled to terminate the Contract pursuant to Clause 20.

### **39. Complaints/Enquiries Handling**

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

### **40. Variations**

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made in writing and duly signed by both parties.

### **41. Review of the Management Plan, Work Plan and Contingency Plan**

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

### **42. Contracts (Rights of Third Parties) Ordinance**

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).

**43. Assistance in Legal Proceedings**

- (a) If and whenever requested to do so by the Government Representative, the Contractor shall provide to the Government all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Contractor's presence at the Government's premises. If requested by the Government, the Contractor shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.
- (b) Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Contractor or in respect of the Contract, it shall notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government Representative may require.

**44. Retention of Records**

The Contractor shall keep and maintain until six (6) years after the expiry of the Contract, or such longer period as may be agreed by the parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor shall afford the Government or its representative access to the records free of charge as may be requested by the Government.

## 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: \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
(※Accountant's Signature)  
\_\_\_\_\_  
(※Accountant's Name)  
\_\_\_\_\_  
(Date)

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

PART 3  
CONTRACT SCHEDULES

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Contract Schedule 1  
Definitions used in Contract Schedule 2

Unless otherwise stated, the following terms in Contract Schedule 2 have the following assigned meaning:

- (a) “ArchSD” means the Architectural Services Department of the Government.
- (b) “BMO” means the Building Management Office on G/F of the Venue.
- (c) “Building Management Services” means the administration, including operation, control, and oversight, of the Venue.
- (d) “Cleaning Services” means keeping the relevant area free refuse and clean. This includes regular mowing of grass, trimming of hedges and shrubs at the landscape deck, cleaning of office (which includes washing and scrubbing of floors, walls), ceilings gates, doors, windows, furniture and electrical appliances.
- (e) “EMSD” means the Electrical and Mechanical Services Department of the Government.
- (f) “FSD” means the Fire Services Department of the Government.
- (g) “Management” means Building Management Committee of Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market.
- (h) “Security Services” refers to 24-hour guarding service at the Contract Area.
- (i) “Horticultural Services” means horticultural and gardening services to be provided by the Contractor at the Contract Area; such services include but are not limited to provision of flowers and plants, planting, irrigating, weeding, pruning, pest and disease control, particulars of which are set out in Part B of Contract Schedule 2.

Contract Schedule 2  
Service Requirements

**Part (A) – Scope of Combined Management Services**

1. To be responsible for the provision of (a) the Building Management Services, Cleaning Services and Security Services for the Common Area and (b) the Building Management Services and Security Services for the HAD Area in the Venue.
2. To provide the following minimum required personnel and services, this includes but not limited to:
  - (a) One Contract Manager to be the contact person with the Government and oversee the provision of the Services. Job specifications and requirements of Contract Manager are stipulated in Clause 1 of Part B below;
  - (b) At least one (1) Building Supervisor to discharge the general management of the Venue and to closely monitor the standard of Services provided by the Guards within Common Area and HAD Area and the Cleaners within Common Area only. Job specifications and requirements of the Building Supervisor are stipulated in Clause 2 of Part B below;
  - (c) Building Management Services to the Venue. Job specifications and requirements are stipulated in Clause 3 of Part B below;
  - (d) Security Services on 24-hours basis to the Venue. Job Specifications and requirements are stipulated in Clause 4 of Part B below; and
  - (e) Cleaning Services to the Common Area in the Venue. Job Specifications and requirements are stipulated in Clause 5 of Part B below.

**Part (B) – Services Requirement**

**1. Provision of Contract Manager**

- (a) The Contract Manager shall be responsible for:
  - (i) Responding promptly to any queries raised and implementing instructions given by the Government Representative in relation to the provision of the Services on behalf of the Contractor;
  - (ii) Attending meetings and discussions with Government Representative in relation to the provision of Services as required by Government Representative; and
  - (iii) Giving proper training, supervision and guidance to the Workers in performing the Services.
- (b) The Contract Manager shall:
  - (i) Possess a minimum of five (5) years' full-time working experience at management or supervisory level in overseeing building management, cleaning and/or security service contracts in the past ten (10)-year period immediately preceding the original Tender Closing Date; and/or
  - (ii) Possess a post-secondary qualification in property management, building management,

- facilities management or equivalent issued by a registered post-secondary institution; and/or
- (iii) Possess a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution; and
  - (iv) Be able to write and speak fluent English and Chinese.

## 2. **Provision of Building Supervisor**

- (a) The Contractor shall provide **at least one (1) Building Supervisor** to work and station at the Venue.
- (b) The Building Supervisor shall be responsible for the general housekeeping work. On behalf of the Contractor, the Building Supervisor shall oversee the Services provided at the Venue, arrange schedule of work and monitor the performance of Guards, Cleaners, sub-contractors and agents.
- (c) The Building Supervisor shall report and refer building defects to the relevant Government departments or the maintenance contractors appointed by the Government Representative or the Management for maintenance and to arrange for minor repairing work as agreed and requested by the Government Representative or the Management.
- (d) The Building Supervisor shall handle enquiries and complaints lodged by the public and the users/tenants of the Venue, and to report/refer the case to the Government Representative or the Management for further action if necessary. A complaint register must be maintained for inspection.
- (e) The Building Supervisor shall complete secondary 5 in the 7-year secondary school curriculum or new senior secondary 3 in the new senior secondary curriculum and shall possess at least 5 years' experience in the field of building or property management. He shall be proficient in computer application as well as both written English and Chinese and spoken English and Cantonese.
- (f) The working hour of the Building Supervisor is from **7:00 a.m. to 4:30 p.m. from Mondays to Fridays** (excluding General Holidays). However, he may be required to work overtime outside the normal working hours and time-off-in-lieu would be considered as compensation.
- (g) The Building Supervisor shall provide effective management control and supervision of the Guards and Cleaners employed for this Contract and monitor the standard of work to the satisfaction of the Government Representative and the Management.
- (h) During the duty hours, the Building Supervisor shall wear clean and tidy uniform and display his/her work identity card with his/her name and photograph. In addition, the Building Supervisor is required to conduct himself/herself in a proper and polite manner in dealing with any building users, visitors and members of the public.

## 3. **Provision of Building Management Services**

- (a) Building operations

The Contractor is responsible for providing the following building operation services for both Common Area and HAD Area:-

- (i) Operating and monitoring building service installations and E&M facilities through a centralised computer system installed in the BMO or through manual switching as and when necessary;
- (ii) Ensuring all light bulbs and tubes in the service areas are functional;
- (iii) Operating the CCTV system, including safe keeping of recorded tapes for a period of not less than 30 days before re-use;
- (iv) Keeping keys to service rooms under safe custody and to control access to these rooms by maintenance personnel;
- (v) Adjusting the settings of the access control and other parameters on the building automation system, where the Contractor has been authorised;
- (vi) Taking all reasonable precautions to protect the service areas;
- (vii) Ensuring current fire, health and safety regulations are complied with at all times. This includes, but is not limited to, taking all such actions as may be necessary to protect the safety of users/tenants/residents of the Venue and Government site therein, for example:
  - Removing and/or arranging for the removal of any article or thing that poses a fire, health or safety risk; and
  - Providing mitigation measures when there is a hazard in the service areas (e.g. fencing-off, warning notices and non-slip floor mats).
- (viii) Organising at least one fire drill for all users/tenants per six months and enlisting the attendance of EMSD and FSD personnel when doing so. For practical considerations, fire drills may be conducted in phases for different groups of users/tenants;
- (ix) The Contractor should provide attendance to any personnel from CLP Power Hong Kong Limited who may come to the site at any time during day or night for emergency repair, shutdown or maintenance of the transformer room for the purpose of safe and efficient supply of electricity to the Venue;
- (x) Throughout 24 hours of a day, the Contractor should provide prompt attendance and adequate labour to temporarily remove the bollards or railings of the run-in/out from Wu Shan Road in front of the Venue during fire or emergency situation in a timely and efficient manner to allow fire fighting vehicles from FSD sufficient access to the open space along the frontage of the Venue for rescue or fire fighting purpose. The Contractor should put the bollards or railings back in their original positions in a secure and stable condition when the emergency situation no longer exists or upon the advice of the Government Representative or the Management;
- (xi) Throughout the Venue operation hours, the Contractor should provide adequate labour to remove (at daily opening of the Venue) and reinstall (at daily closing of the Venue) the bollards or railings to run-in/out of the Venue. During and after special event, the Contractor should provide adequate labour to remove and reinstall the bollards or railings along Wu Shan Road.
- (xii) To prevent heat stroke at work, the Contractor shall provide all security guards and cleaners working outdoor at the Building, as appropriate, with either:
  - umbrellas for protecting them against sunshine; or
  - wide-brimmed hats for protecting them against sunshine and, upon request, a pair of arm sleeves which are made of thin and vapour permeable fabric with Ultraviolet Protection Factor of at least 50.

(b) Monitoring and reporting of building operations

The Contractor is responsible for providing the following monitoring and reporting of building operations services:

- (i) Monitoring, controlling, record-keeping and inspecting all building installations, plant, equipment and inventories;
- (ii) Monitoring fire alarm panel, to ensure that all resisting doors and emergency exits are kept closed, fire escape routes are free of any blockage and fire extinguishers and smoke detector heads are in proper function;
- (iii) In the case of a problem, repair need, inadequacy and over-provision (e.g. air conditioning temperature and usage hours), the Contractor is responsible for prioritising the problem and reporting it to the Government Representative or the Management;
- (iv) Facilitating any rectification works, for example:
  - Processing applications for access to the site and works;
  - In the case of utility companies and user/tenant's contractors, enlisting ArchSD or EMSD attendance where necessary;
  - Coordinating different works undertaken at the Venue and rescheduling where necessary; and
  - Arranging for the temporary allocation of such items as, storerooms, utility areas, loading bays, and parking spaces.
- (v) Following up on any rectification works undertaken and, where necessary, initiating re-programming; and
- (vi) Reminding EMSD or any other contractors appointed by the Government Representative or the Management of necessary E&M testing.

(c) Managing the booking of shared facilities and Common Area

- (i) The Contractor is responsible for receiving requests and confirming availability and/or booking for non-commercial display in and use of the Common Area, e.g. the use of the landscape deck for the annual dragon boat race;
- (ii) The Contractor is responsible for approving applications where he has been authorized by the Government Representative or the Management; and
- (iii) The Contractor is also responsible for preparing and distributing the house rules for the non-commercial display and use of Common Area.

(d) Horticultural and Pest Control Services

Horticulture maintenance services at the interval of **twice every week (excluding weekly fogging)** within the 36-month Contract Period include:

Professional gardening/Soft landscape maintenance services

- (i) The Contractor is to assume responsibility, including but not limited to management, maintenance and watering, for existing soft landscaping in the Common Area and replace where necessary. The soft landscaping is to be maintained to a level providing users/tenants/public with an aesthetically pleasing environment and reducing the risk of health and fire hazards. Professional gardening(s)/maintenance contractor are required to discharge the duty. The expenditure incurred is to be borne by the Contractor. These services are applicable to such indoor and outdoor, real and artificial items as grass, trees, bushes, plants, shrubs and flower, etc.

*Replacement Planting*

- (i) The Contractor shall be responsible for the supply of replacement plants for the gardens, flowerbeds and vertical green walls whenever replacement planting is considered necessary by the Government Representative.

*Irrigation*

- (i) The Contractor shall water all the flowerbeds and plants within the boundary of the Contract Area on a daily basis to ensure the satisfactory development of the plants and giving a uniform natural green appearance.
- (ii) All water points should be securely locked after watering operation.
- (iii) Irrigation shall commence prior to the wilting point of the plants and continue so that healthy and vigorous conditions are maintained. The Contractor shall check on a daily basis the irrigation system to ensure that it functions properly.
- (iv) The Contractor shall report any leaks in the irrigation system immediately to the Government Representative. Where possible, the relevant section of the system shall be isolated to prevent water loss.

*Weeding*

- (v) Any unwanted plants growing within planting areas shall be treated as weeds and shall be weeded out. Any soil removed or disturbed during the operation shall be replaced at the Contractor's own cost and firmed. Remove from site all weeds and rubbish resulting from the operations.
- (vi) The Contractor shall be required to clear the suckers and parasitic plants as necessary or instructed by the Government Representative and complete the operation within seven days of receiving such instructions.

*Pruning*

- (i) The Contractor shall ensure that pruning operation will not cause damage to the nearby planting or structure. Safety measures must be taken to ensure the safety of the public. Warning signs should be put up to keep the public away from the area of services.
- (ii) The Contractor shall be equipped with adequate machinery and safety equipment provided at its own cost and such machinery and equipment must be approved by the Government.
- (iii) Prune all trees, shrubs and hedges to encourage bushy growth, improve flowering and remove dead damaged or crossing branches and dead flower heads. Neat and tidy cutting shall be maintained at all pruning operations.

*Pruning Standard and Period*

- (i) Prune and remove branches at the appropriate time of the year depending on species or instructed by the Government Representative using sharp clean implements.
- (ii) The Contractor shall prune trees as directed by the Government Representative. Height of all cuts shall not exceed 5m above ground level. The Contractor shall remove any number of branches as required by the Government Representative.
- (iii) Pruning of hedges and shrubs shall be carried out as required or as instructed by the Government Representative.

*Soil Conditioning and Mulching*

- (i) The Contractor shall be responsible for the supply and application of soil conditioner(s) and mulching to the soil as and when required or as instructed by the Government Representative. The mulching should apply to a depth of 20-25mm.
- (ii) Soil conditioner shall be organic and/or inorganic material free from impurities and containing no substance injurious to plants. Organic soil conditioner shall have all the

following properties:-

- pH (Hydrogen-ion concentration) between 5.0 and 7.0;
  - Moisture content of 0-20%;
  - A carbon to nitrogen ratio between 25-70
- (iii) Organic conditioner shall be Sphagnum peat moss or properly composted organic materials. If a composted organic material is use, the Contractor shall produce a certificate of analysis stating composition, pH (hydrogen-ion concentration), carbon to nitrogen ratio and moisture content for approval by the Government Representative before delivery to site.

#### Soil Cultivation

- (i) Cultivation shall be required to improve aeration of the upper layer of soil to a depth of 100-150mm by forking over. In the course of work, the Contractor shall take care not to disturb the roots or loosen the plants. After cultivation, all stones over 25mm diameter and debris unearthed shall be removed from site and properly disposed of. Cultivation shall be carried out as and when required or as instructed by the Government Representative.

#### Fertilizing

- (i) The Contractor shall be responsible for the supply and application of fertilizer to the soil at its own cost as and when required or instructed by the Government Representative.
- (ii) Fertilizer shall be supplied in sealed waterproof bags and stored off the ground and away from water and direct sunlight. Before application, the types of fertilizers to be used shall be approved by the Government Representative. Application rates and methods shall be in accordance with the manufacturer's recommendations.

#### Security of Tree Stakes and Tree Ties

- (i) The Contractor shall be responsible for the security of tree stakes and tree ties throughout the Contract period particularly after heavy rain and/or wind. Any tree ties which are causing chafing or abrasion of the plant shall be adjusted.

#### Remedial Works

- (i) The Contractor shall inform the Government Representative within 3 hours and submit a damage report within 24 hours after the lowering of Tropical Cyclone Warning Signal No. 8 or upon the discovery of damage however caused.
- (ii) The Contractor shall be responsible for providing labour required for remedial works as a result of damage from inclement weather or from other causes including but not limited to vandalism and fire. Such remedial works shall include pruning of damaged or broken branches, sealing wounds, re-staking of leaning plants, cleaning and removal of broken and cut branches from site. All remedial operations shall be finished within three working days from the day of the sustained damage.
- (iii) If the Contractor is unable to finish the remedial works within the three-day period, the Contractor shall submit a schedule of remedial works with a proposed date for completion for the Government Representative's approval.

#### Pest and Disease Control

- (i) The Contractor shall prevent and eradicate the infestation and infection of pests and diseases problems on plants by physical, biological and chemical means.
- (ii) The Contractor shall identify the pest and disease and select the proper control method. When chemical method is engaged, only equipment and chemicals approved by the Government Representative shall be used and only trained personnel employed by the Contractor shall be assigned to carry out the services. Detail records of each operation

- should be made and submitted to the Government Representative for record purposes.
- (iii) During the execution of chemical pest control method, the Contractor shall check the site and the prevailing weather condition to determine if it is suitable for the operation to be conducted safely.
  - (iv) The Contractor shall ensure that the site is suitably cordoned off and warning notice is displayed to keep off people and animals when chemical is applied. The Contractor shall also display a warning notice at the site after operation indicating that pest control chemical has been applied.
  - (v) The Contractor shall ensure that the personnel assigned to carry out the chemical pest control is equipped with and wear the proper protective clothing and working gears during each operation. The Government Representative shall not be liable for any public claims due to negligence on the Contractor's part in the operation.

**The Pest Control Work schedule and details are specified in Part 2 of Annex I.**

(e) Tenancy Management

- (i) Undertake inspections and coordinate tenant moving in/out;
- (ii) In response to an instruction from the Government Representative or the Management, the Contractor is responsible for providing the following services associated with moving in and out of Venue, for users/tenants:
  - Collect keys from the users/tenants moving out of the Venue;
  - Inspect the premises and notify ArchSD and the user/tenant of any irregularities;
  - Submit handover site report to the Government Representative or the Management;
  - Provide access to unoccupied premises (including providing accompaniment during the visit) to the Government leasing agents and potential users/tenants; and
  - Deliver keys to the users/tenants moving into the premises (the Contractor should at no time retain keys to occupied premises).
- (iii) The Contractor is also responsible for making the users/tenants aware of the above procedures.

(f) Car-parking spaces, passes and permits

Upon instruction from the relevant approving authority, the Contractor is responsible for providing the following services for car-parking spaces, passes and permits:

- (i) Designing application forms;
- (ii) Distributing, receiving and forwarding applications to the Government Property Agency and the Management respectively;
- (iii) Establishing an interface with the appropriate approving authority;
- (iv) Producing the car-parking passes and permits;
- (v) Delivering the rejection or pass/permit to the applicant; and
- (vi) Ensuring no blockage or obstruction to the Emergency Vehicular Access of the entrance plaza and the ambulance bay.

(g) Users/Tenants Service

Site Management Services

- (i) The Contractor is responsible for being the first point of contact for all users/tenants for all routine matters. This involves establishing communication link and directing all routine matters to the relevant bodies. Contractor interaction is expected to be timely,

- appropriate and responsive to meet the specific needs of the users/tenants.
- (ii) The Contractor is responsible for manning BMO and reception counters at sites where provided.
  - (iii) The Contractor should provide and publicise a system that allows for communication, at a minimum, through face-to-face contact, telephone, facsimile and electronic mail. All matters should be traceable for the users/tenants and all parties associated with the matter.
  - (iv) To facilitate communication and enhance customer service, the Contractor is responsible for maintaining a 24-hour, 365-day helpdesk service. The helpdesk shall be able to handle directly or refer to the Contractor's management staff, all enquires and complaints related to the services under the Contract.

#### Emergency Response Service

- (v) The Contractor must ensure that an Emergency Response Service is provided.
- (vi) Users/tenants must have 24-hour access to the Contractor where they require urgent action or an event has occurred that threatens the user/tenant enjoyment of the site.
- (vii) The Contractor must prioritise the issue, determine the appropriate action, convey the decision to the user/tenant if necessary and report the emergency to the appropriate body.
- (viii) The Contractor must also ensure that a suitable representative is on call to manage emergency situations, where either a user/tenant, a third party, the Government Representative or the Management advise substantial damage has occurred due to a serious event, e.g. fire, flood, destruction by a third party.

#### Notices to Users/Tenants

- (ix) Upon receipt of a notice from the Government Representative, the Management or a 3<sup>rd</sup> party, the Contractor is responsible for determining whether the notice impacts upon the users/tenants and, if necessary, providing proactive notification to users/tenants of the impacts. For example, in the cases of utilities being shut-off, maintenance work being carried out that affects users/tenants, and fire alarm testing.
- (x) In addition, upon instruction from the Government Representative or the Management, the Contractor is responsible for disseminating information to users/tenants on behalf of the Government. For example, EMSD's Indoor Air Quality Survey and Environmental Protection Department's waste recycling campaign.
- (xi) All notices displayed or circulated by the Contractor requiring its sub-contractors, employees, agent or the public to comply with the rules and regulation of the Government or other competent authority shall be written in both English and Chinese.

#### Complaints of Users/Tenants

- (xii) The Contractor is responsible for the resolution of all users/tenants' complaints. This involves receiving notice of complaints, substantiating complaints and determining the responsible body for solving the complaint, if necessary. The Contractor is then required to redirect the complaint as appropriate, or deal with the complaint if it is their responsibility.
- (xiii) The Contractor should establish and publicise procedures for users/tenants to lodge complaints that allows for communication, at a minimum, through face-to-face contact, telephone, facsimile and electronic mail. The Contractor should also maintain a mechanism for logging and tracing all complaints and resolution of complaints.

#### (h) Administration

##### Management reporting

- (i) The Contractor is responsible for providing the management reports in the agreed format

and within the required timeframe to enable the Government Representative and the Management to obtain a clear understanding of the overall performance of the Contractor.

- (ii) Reporting will be monthly, and in some circumstances ad hoc as a result of a specific request for service.
- (iii) The Contractor is responsible to maintain attendance books with the record of attendance of all staff appointed, engaged and employed for the Contract.

Utility and power management

- (iv) The Contractor is responsible for collating all information and data required to make the calculations and assessments and for reporting all assessments and/or calculations as required by the Government Representative or the Management.

Site management support services

- (v) From time to time the Government Representative or the Management will require a range of site management support services, these are:
  - Continually monitoring the changing needs of the users/tenants, identifying opportunities for improvement and renovations to the service areas, and proposing recommendations to the Government Representative or the Management. The Contractor is also responsible for commenting on Government, user and utility company proposals from the site manager's point of view. Where instructed, the Contractor is responsible for liaising directly with relevant works departments on the feasibility and design of all proposals/recommendations.
  - Calculating the management fee and accommodation costs for users/tenants, and informing the Government Representative or the Management, and users/tenants of the calculation results.
  - Attending users/tenants meetings, for example, the meetings of the Management.
  - Providing clerical and secretarial support to the Management.

(i) Others

The Contractor is also responsible:-

- (i) To attend meeting of the Tuen Mun District Facilities Management Committee or its Working Groups and/or other committees requested by the Government Representative and the Management and to provide logistic support to their activities.
- (ii) To provide festive decoration to the Common Area of the Venue during Christmas and Chinese New Year. The cost incurred for each festival should not be less than HK\$600 and the Contractor shall consult the Government Representative and the Management about the decoration items. The expenditure incurred is to be borne by the Contractor.
- (iii) To perform any other duties pertaining and incidental to the management of the Venue as requested by the users/tenants, Government Representative or the Management.

#### 4. Security Services

- (a) The Contractor shall provide Security Services against any fire risk, water leakage, theft, burglary and trespass etc., as prescribed below for the Venue on 24-hours basis.
- (b) The Security Services shall be on 24-hour basis (3 shifts). **For weekdays, at least one Security Guard for 0700 – 1500 and at least two Security Guards for each of 1500 – 2300 and 2300 – 0700 hours shifts. For Saturdays and General Holidays, at least two Security Guards are required for both day shifts (0700 – 1500 hours and 1500 – 2300 hours) and overnight shift (2300 – 0700 hours).** The Contractor shall make adequate arrangement to

ensure the continuity of the Security Services and proper handover of duties every day.

- (c) The shift arrangement of the Guard shall be the Contractor's responsibility. However, all Guards employed under this Contract whether working at the Venue or elsewhere shall not work for more than eight (8) working hours in any twenty-four (24) hour period.
- (d) In the case of requirement for additional Guard(s), the Contractor should provide, at no cost to the Government Representative, sufficient number of walkie-talkies with earphones, torches and other necessary equipment.
- (e) All Guards deployed under this Contract, whether working at the Venue or elsewhere, MUST not work for more than eight (8) hours in any twenty-four hour (24) period unless with the prior written consent of the Government Representative. The Contractor shall provide sufficient leave relief, including meal break.
- (f) The Contractor and or his sub-contractor providing Security Services for the Venue shall possess and maintain a valid licence issued by the Security and Guarding Services Industry Authority throughout the entire period of the Contract.
- (g) All Guards shall comply with the provisions of the Security and Guarding Services Ordinance (Cap. 460) and any subsequent amendments and shall abide by and follow strictly the rules and guidelines of each venue.
- (h) All Guards deployed at the Venue shall be registered in accordance with the provisions of the Security and Guarding Services Ordinance (Cap. 460) and each such Guard to carry a permit which is valid for security work category B under the said Ordinance whilst on duty.
- (i) The Contractor is required to submit photographs with descriptive standard of the uniforms to be worn by their sub-contractor, employees or agents for the execution of the contract to the Government 14 days prior to Commencement Date for the Government's approval.
- (j) All Guards shall perform their duties in a professional manner and shall be well-disciplined, courteous and behave to the satisfaction of the Government Representative and Management. The Guards must be in good health and physique, of smart appearance and pleasant character and must be able to communicate with people effectively in fluent Cantonese.
- (k) During the duty hours, the Guards shall wear clean and tidy uniforms and display their work identity cards with their names and photographs. In addition, the Guards are required to conduct themselves in a proper and polite manner in dealing with any building users, visitors and members of the public.
- (l) The Contractor shall maintain on site an attendance book to record the time of arrival and departure of Guards. Besides, a monthly duty roster of Guards shall be prepared by the Building Supervisor and submitted to the Government Representative or the Management upon request.
- (m) All Guards deployed at the Venues are not allowed to smoke cigars or cigarettes or drink alcoholic beverage during their tours of duty.
- (n) The Contractor shall provide and maintain in good working order and at no cost to the Government sufficient number of walkie-talkies, torches, batons and other necessary

equipment for use by any Guards deployed at the Venue, as well as by the Management, for the effective and efficient discharge of the duties specified under this Contract. The Contractor shall also ensure that all the tools and equipment are in a safe, sound and good working condition and are capable of performing the functions for which they are intended.

- (o) All Guards deployed at the Venue shall:-
- (i) provide a watchkeeping service with a view to ensuring the security of the Venue and property inside;
  - (ii) patrol and clock (or sign if necessary) at the check points of the checking system located in the Venue area not less frequently than 3-hour intervals (or as otherwise specified by the Government Representative or the Management) and along such routes as specified by the Government Representative or the Management;
  - (iii) monitor the CCTV security system, fire-alarm system and the burglar alarm system of the Venue;
  - (iv) hold, under secure conditions, and maintain in good working conditions, all keys and other necessary equipment and tools issued by the Management for the execution of duties at any time during the Contract Period;
  - (v) control and monitor all vehicles entering and leaving the loading/unloading Area in the Venue and execute crowd control within the Venue as directed by the Government Representative or the Management or any member of the staff authorised. A register recording information of all incoming goods vehicles including arrival time, departure time and vehicle number shall be kept and this register shall be produced on demand for inspection by the Government Representative or the Management;
  - (vi) patrol the Venue with particular regard to the prevention of vandalism, loitering of unauthorised persons in the Venue, fire risks, burglary, theft, immorality, any other illegal, immoral activity or unruly behavior whatsoever;
  - (vii) report to the Police and to the Government Representative or the Management of any breach of the law being committed or committed within the Venue forthwith after such breaches are observed by or are brought to the attention of the Contractor or its staff;
  - (viii) inform the utility company concerned and to report to the Management any electricity failure, accident, flooding, fire, damage or other emergencies or irregularities occurring at the Venue;
  - (ix) cause all clocking time record pages to be checked and kept at all times at the Venue and on demand to produce such time record pages/log books for inspection by the Government Representative or the Management;
  - (x) open, close and lock the entrances of the Venue at time specified by the Government Representative or the Management. Thorough investigation should be conducted before closing the entrances to ensure that no unauthorised person remains inside the Venue;
  - (xi) use their best endeavours to prevent unauthorised entry by any person to any part of the Venue to which the public are not allowed access or to any part of the Venue after the

Venue is closed and to prevent entry by animals;

- (xii) use their best endeavours to prevent damage being caused by the person or animal to any properties in the Venue in the event of unauthorised entry by any person or animal as referred to in sub-clause (xi) above;
- (xiii) use their best endeavours to stop the person or animal from causing further damage to the Venue and properties therein and to liaise with the Police as well as the Contractor for further appropriate action if necessary in the event of unauthorised entry by a person or animal as referred to in sub-clause (xi) above as a result of which damage is caused to any properties in the Venue;
- (xiv) to erect, remove and replace notices, signs, posters and banners to the requirement of the Government Representative or the Management;
- (xv) to switch on/off, and operate the electronic equipment including but not limited to lights and electronic display of the Venue as reasonably required by the Government Representative or the Management;
- (xvi) to stay at the BMO or other location as designated by the Government Representative or the Management when he/she finishes the patrol duty;
- (xvii) to stop public conducting commercial activities without prior approval from the Government Representative or the Management;
- (xviii) to open and close all gate entrances/doors of the Venue as required by the Government Representative or the Management;
- (xix) to check users' permits and to ensure that the permit holder can use the facilities timely at the period of time as stated on the permit;
- (xx) to answer general enquiries from the users/tenants/visitors, record and handle all complaints immediately and report to the Government Representative or the Management for follow up action, if any;
- (xxi) to attend to any alarm or emergency and carry out checks as required by the Government Representative or the Management, and to operate and control all security surveillance equipment, and monitor fire alarm and burglar alarm panels installed within the Venue;
- (xxii) to take appropriate immediate remedial action if slippery floor and/or obstacle are found in the Venue;
- (xxiii) to inspect, record and report on the defects and damages of facilities of the Venue including but not limited to lift breakdown, power failure, water supply irregularity, air-condition termination to the Building Supervisor for referral action. In case the Building Supervisor is unreachable or if the problem takes place at night, the Guards shall directly report the case to the department(s) concerned or authorised maintenance contractor(s) for remedial action. An occurrence book shall be maintained to record details of all incidents including emergencies, damages and repairing works, etc.; and
- (xxiv) to carry out such other services as reasonably required by the Government

Representative or the Management from time to time.

## 5. Cleaning Services

- (a) The Contractor is responsible for Cleaning Services of the following areas:-
  - (i) Common Area of the Venue;
  - (ii) cleaning the fresh and flush water tanks of the Venue at three months' intervals; and
  - (iii) weekly and accidental pest control exercise shall be carried out.
- (b) The Cleaning Services shall be provided to the Common Area only in the Venue as stated in Information for Supplier's Reference according to the **Cleaning Schedule at Part 1 of Annex I of the Contract Schedule 2** with reference to the "Specification of the Method and Materials to be Used in the Cleaning of Particular Finishes in the Venue" at Annex II. The Cleaning Services shall extend to the entire areas including all ancillary rooms, fixtures, fittings, structures, walls, surfaces and equipment.
- (c) The Contractor shall provide adequate and necessary manpower and supervisory personnel and related corporate support in the provision of the Cleaning Services and shall ensure that the cleaning staffs diligently, promptly and properly perform the Cleaning Services to the satisfaction of the Government Representative or the Management.
- (d) The Contractor shall provide **one (1) part-time (8:00 – 12:00 or 13:00 – 17:00) Cleaner** to perform Cleaning Services from Monday to Sunday, including General Holidays throughout the Contract Period for the Common Area as required under this Contract. For other periodical cleaning work, the Contractor shall provide sufficient numbers of Cleaners to discharge the duties effectively. The Government Representative or the Management shall be informed in advance about the work schedule and number of Cleaners for each of the periodical cleaning work.
- (e) The Contractor shall provide Cleaning Services to the fresh and flush ware tanks of the Venue at three (3) months' intervals. The Contractor should submit a work programme to the Government Representative or the Management and to inform the users of the work one (1) month in advance.
- (f) The Contractor shall provide the Cleaning Services in a prompt and efficient manner and in compliance with all applicable laws and regulations. The Contractor shall undertake a thorough cleaning of all service areas at the commencement of this Contract to the satisfaction of the Government Representative or the Management. The Contractor shall ensure that all necessary action is taken to maintain all service areas at the agreed standards at all times.
- (g) The Contractor shall provide adequate quantities of all necessary supplies, tools, equipment and materials (preferably biodegradable plastic bags for containing refuse) to perform the Cleaning Services at its own cost and expense. The Contractor should provide the minimum quantities of equipment as prescribed in Annex III. All the equipment and materials used for the Cleaning Services shall comply with the appropriate safety and hazard standards, and are subject to the prior acceptance of the Government Representative or the Management.
- (h) All plastic garbage bags used in the Services for collection of refuse shall be made from at least 50% by weight of recycled plastics content, in which shall contain a minimum of 40% post-consumer or post-industrial material.
- (i) All plastic bags and plastic linings used in the Services for other uses shall be made of at least

30% recycled material and be in good condition.

- (j) The Contractor shall not use any cleansing chemical of corrosive nature which may cause any personal injury or property damaged to the Government, any members of the public or person in the performance of the Services.
- (k) The Contractor shall keep free of blockage, rodent and mosquito at all surface drains, gutters, rainwater pipes, and trap gullies etc. within the boundary of the Venue. Weekly and accidental pest control exercise shall be carried out.
- (l) The Contractor shall ensure that the waste water and air resulting from the Cleaning Services is free of health hazard and shall comply with any regulations of the Environmental Protection Department, including the application for licenses as necessary and instructions of the Government Representative or the Management as to removal of health hazard in such a way as directed by the Government Representative or the Management.
- (m) The Contractor shall collect and deliver refuse to the refuse collection point at the Venue and ensure that the rubbish is cleared daily from the collection point by the Food and Environmental Hygiene Department.
- (n) The Contractor shall coordinate (include providing necessary equipment, tools, container) waste recycling for paper, plastic and aluminum and maintain records of the volume of recyclable waste.
- (o) The Contractor shall provide warning signs required under this Contract and take all associated safety measures to ensure that during and after any cleaning process every reasonable measure is taken to ensure the prevention of injury to the premises' users and visitors.
- (p) The Contractor shall maintain a daily labour return recording the name, deployment and working time of its Cleaners for inspection and record purposes.
- (q) The Contractor shall provide emergency Cleaning Services as and when required by the Government Representative or the Management and make immediate rectification on receipt of any complaint.
- (r) All the Cleaners shall, when engaged in the Cleaning Services, wear a uniform to be provided by the Contractor, of a design to be approved by the Government Representative or the Management. Any of the Contractor's staff failing to wear the approved uniforms may, at the discretion of the Government Representatives, be refused entry or evicted from the Venue.

**Annex I – Cleaning Schedule & Pest Control Work****Part 1. Cleaning Schedule**

	Item	Type	Service	Frequency of Cleaning for Common Area (Note 1)
1	Floors, Staircases, and Landings	All types	I. Sweep	D
			II. Damp mop & buff	D
			III. Scrub/wax & polish	M/2
			IV. Strip old wax	3M
2	Electrical fittings	(a) Light fittings	I. Clean all exteriors of fixed shades, housing and supports etc.	M
			II. Wash all removable diffusers, clip-louvres, shades etc. & refix them after washing	3M
		(b) Fans, clocks, switches etc.	Clean	M
3	Facilities/Equipment Rooms	All Types	Dust	3M
4	Doors, partitions, window-ills, and handrails	(a) All types	I. Dust	D
			II. Clean/wax & polish	M/2
		(b) Glazed areas	Clean on both sides	D
5	Walls and Dados	All types	I. Spot clean	D
			II. Clean/wax & polish	M
6	Lift-cars - Lift No. 2 only	(a) Floors	I. Sweep & damp mop	D
			II. Scrub/wax & polish	W
		(b) Walls & doors handrails	I. Spot clean	D
			II. Scrub/wax & polish	W
		(c) Ceilings & light fittings	Clean surfaces	W
7	Office pantries	(a) Floors	Sweep & damp mop	D
		(b) Wash basins	Scrub	D
		(c) Floors, walls, windows, electrical fittings, etc.	Scrub/clean	M
8	Compounds, yards & garages	(a) Floors and surface channels (open and covered)	I. Sweep	D
			II. Scrub	M/2
		(b) All cultivated areas	Clear litter and foliage	D
9	Roofed areas (Landscape Deck only)	Roofs, canopies, surface channels and drains	Sweep	D
10	Refuse Collection areas	(a) Floors and walls	I. Sweep	D
			II. Hose-down and disinfect	D
		(b) Containers and hoppers	I. Empty and clean	D
			II. Wash and disinfect	W

	Item	Type	Service	Frequency of Cleaning for Common Area (Note 1)
		(c) Refuse chutes	Hose-down and disinfect	W
	Item	Type	Service	Frequency of Cleaning for Common Area (Note 1)
11	General	(a) Ash trays, litter bins and waste paper baskets	Empty and clean	D
		(b) Coir mats, coconut fibre matting	Remove and beat clean	D
		(c) Rubber/vinyl floor matting	I. Vacuum clean	D
			II. Hose-down	W
		(d) Fire appliances and cabinets screens, and collapsible metal gates	Clean	M
		(e) Notice board, facade, signboards, and fronting wall	I. Dust	D
			II. Clean/wax & polish	M
		(f) Fixed benches and Counters	I. Clean	D
			II. Wax & polish	M/2
		(g) Display boxes and show windows	Clean glazed areas on both sides and wipe down frames and fittings	D
		(h) Air-condition outlets & grilles	Clean exteriors	M
		(i) Office furniture	I. Dust	D
			II. Clean surfaces	W
		(j) All internal surfaces	Dust	M/2
		(h) Water Tanks (Fresh and Flush)	Cleaning	3M

Legend : 6M = Once every 6 months      M/2 = Twice monthly  
 3M = Once every 3 months      W = Weekly  
 M = Once every month      D = Daily

Note 1: To dispose of all sorts of rubbish and waste collected from service areas and found left behind in Common Area to the refuse collection point in the Venue for removal by the Food, Environmental and Hygiene Department; otherwise, the Contractor shall dispose of directly the rubbish and waste to the nearby refuse collection point outside the Venue.

**Part 2. Pest Control Work**

- (a) The Contractor shall during the Contract Period -
- (i) provide appropriate numbers and types of staff who have attended and completed a training programme on mosquito, rodent and pest control, equipment, materials and tools, sufficient amount of pesticide application equipment, fogging machines with ultra low volume (ULV) function, appropriate pesticides / rodenticides in various formulations, which have to be approved by the Government Representative for the performance of the services to carry out mosquito, rodent and other pest control services in the Contract Area;
  - (ii) within three (3) hours of being notified by the Government Representative, carry out emergency mosquito, rodent and other pest control services in the Contract Area;
  - (iii) supply and maintain at its own cost all the mosquito control and other pest control equipment, tools and materials including but not limited to fogging machines, Vectothor In2Care Mosquito Traps, pneumatic sprayers and dusters, pesticides, brooms, trolleys, receptacles, plastic bags and grass cutters for use by the workers employed by it for the performance and maintenance of the Contract;
  - (iv) supply and maintain at its own cost all the rodent control equipment, tools and materials including but not limited to traps, torches, tongs for picking dead rodents, tool boxes, plastic bags, cement, baiting boxes, pesticides and rodenticides for use by the workers employed by it for the performance and maintenance of the Contract; and
  - (v) provide any supplementary and related services required under the Contract.
- (b) Mosquito and pest control service includes –
- (i) carrying out **Weekly fogging** at the Landscape Deck and Entrance Plaza to eliminate the adult mosquitos;
  - (ii) carrying out **Weekly inspections** at the Common Areas to remove stagnate water accumulations and applying larvicide (if necessary) at potential mosquito breeding places with particular attention to surface channels, sand traps and drains;
  - (iii) purchasing, installing and replacing of **Vectothor In2Care Mosquito Traps** at potential mosquito breeding places with appropriate covers at the Common Areas upon request by the Government Representative; the minimum quantity of the mosquito traps used in the building should not be less than 7 ;
  - (iv) refilling sachet for the Vectothor In2Care Mosquito Traps monthly and carrying out maintenance and security work daily;
  - (v) conducting ad hoc operation in case of outbreak of mosquito-borne disease; and
  - (vi) application of pesticide or rodenticide at least once per month or upon request by the

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Government Representative.

- (c) Elimination of breeding sources by removal of stagnant water is the most economical and effective way in mosquito control. Stagnant water in breeding places / potential breeding places that could not be directly removed should be treated with larvicides or larvicidal oil approved by the Government Representative with a pneumatic sprayer or any device approved by the Government Representative. The Contractor shall ensure no application of larvicidal oil to running water.
- (d) Fogging (any form of cold fogging including but not limited to ultra low volume spraying and mist blowing) with pesticides approved by the Government Representative should only be carried out for rapid reduction of adult mosquito / biting midge or other adult insect density as directed by the Government Representative.
- (e) The Contractor shall ensure no application of knock-down pesticides by pneumatic sprayer in the daily control of mosquitoes / biting midges.
- (f) The Contractor shall ensure no application of residual spraying for daily control of mosquitoes except in the control of malaria or other vector-borne diseases as directed by the Government Representative.
- (g) The Contractor shall carry out anti-rodent service, such as application of rodenticides, setting up traps as and when necessary.
- (h) The Contractor shall provide at its own expense appropriate warning signs approved by Government Representative and take all associated safety measures during and after every disinfection process to ensure safety to and hygiene of persons and prevent damage to private and Government property.
- (i) The Contractor shall ensure that, during the course of providing mosquito, rodent or other pest control services, deposition of grass, litter, sand, grit, dried leaves and weeds, over any gully grating, or into or onto any channels, slopes, flower beds, grass verges, catchpits and the like are strictly prohibited. The Contractor shall also ensure that no waste arising from the performance of services shall be left uncollected in the Contract Area.
- (j) The Contractor shall place all syringes, hypodermic needles and other sharp objects collected in the performance of the services in sharp boxes of a type approved by the Government Representative securely and dispose of them as soon as possible in a specially marked container provided for that purpose at a refuse collection point designated by the Government Representative. The sharp boxes, provided at the Contractor's own cost, shall be of one trip type and under no circumstances shall they be reused or recycled. Body contact with syringes, hypodermic needles and sharp objects should be avoided. Extra care should be taken when handling sharps boxes.

- (k) In the course of mosquito, rodent and other pest control operations, all waste and disused articles arising from the operations shall forthwith be collected and disposed of properly in Waste Collection Points or in a manner in accordance with approved methods.
- (l) The Contractor shall ensure that all its employees exercise their utmost care to avoid contamination to the environment with toxic chemicals during mosquito, rodent and other pest control operations.
- (m) The Contractor shall ensure that all its employees employed for the performance of the Contract are adequately informed of the potential hazards associated with the mosquito, rodent and other pest control work and all the necessary precautionary measures needed to be taken.
- (n) The Contractor shall ensure that all its staff exercise their utmost care to avoid improper handling of trapped rodents, failing of which shall be deemed to be an instance of blatant default.
- (o) All materials and chemicals for use in the services must be environmentally friendly. The Contractor shall not use any materials and chemicals 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 shall adopt the Green Guidelines for the pest control services developed by Environmental Protection Department and Government Logistics Department in the performance of the services.
- (p) The Contractor shall ensure that it shall :
  - (i) for the purposes of the Contract, use only those anticoagulant and environmentally friendly rodenticides and pesticides with particular active ingredients and formulation registered with the Agriculture, Fisheries and Conservation Department under the Pesticides Ordinance (Cap. 133) and approved by the Government Representative;
  - (ii) use rodenticides in each application in such a quantity not more than that necessary to kill the estimated number of rodents in the location where such rodenticides are laid and use pesticides in such a quantity not more than that necessary for killing the mosquitoes, arthropods or other pests including the immature forms;
  - (iii) for the purposes of the Contract use public health grade rodenticides and pesticides targeting at public health pests / urban pests only. No rodenticides and pesticides which are manufactured for agricultural or horticultural purposes or acute poisons shall be used for the Services unless the Government Representative instructs otherwise;
  - (iv) allow only its Contract Manager, supervisors and pest control workers who are fully trained and thoroughly conversant with and competent in the proper and safe application of rodenticides and pesticides to handle and apply the rodenticides and pesticides in the performance of the Services. Under no circumstances should the Contractor allow its employees to provide rodenticides and/or pesticides to the public for their own

use/application;

- (v) take all necessary precautionary measures to protect the rodenticides and pesticides used for disinfestation from access by human beings and non-targeted species, pets and animals. The Contractor shall at all times use only plastic bags or bait containers with approved warning labels unless the Government Representative accepts other alternatives;
- (vi) issue adequate verbal warnings to the public and local residents and put up written notices approved by Government Representative in conspicuous places in the vicinities where the rodenticides are laid in order to avoid any accidental poisoning. Each of such warning notice shall be written in both Chinese and English under separate colours on weatherproof material not smaller than A4 size and be approved by the Government Representative. In addition, the notices for trapping shall be printed on paper not smaller than A5 size and in both English and Chinese language;
- (vii) provide sufficient stocks of rodenticides and pesticides which have been approved for intended use or committed use for the Services by the Government Representative for application under various circumstances;
- (viii) remove and dispose of properly all rodenticides from treatment points immediately upon completion of the treatment;
- (ix) whenever necessary, the Government Representative shall be entitled and the Contractor shall permit the Government Representative to take samples of the rodenticides/pesticides for use in the provision of the Services for delivery to a testing laboratory/agent recognized/arranged by the Government Representative for testing/examination on the content/compositions/efficacy. The Government Representative shall have the right to reject the consignment of rodenticides/pesticides for use in the Services without giving compensation in any forms to the Contractor if the test result(s) of the rodenticides/pesticides issued by the testing laboratory/agent has revealed that the content/compositions of the sample differ from the ingredients, formulation and/or concentration/dosage approved by the Government Representative or the label, technical information, material safety data sheets provided by the manufacturer or the sample is not killing pest(s) to the satisfaction of the Government Representative. Without prejudice to any of the Government Representative's rights under the Contract including the right to claim damages for breach of Contract, the Government shall be entitled to recover from the Contractor the expenses incurred for conducting the testing / examination on the content / compositions / efficacy of Rodenticides / Pesticides if the test result(s) is / are unsatisfactory; and
- (x) contact directly with Government Representative for matters pertaining to the use of rodenticides/pesticides and related application equipment. Under no circumstances, shall the Contractor allow its supplier(s) of rodenticides / pesticides / equipment to contact with Government Representative on such matters.

(q) Uniforms and Name Badges of Contractor's Employees or Sub-contractor (if any)

- (i) The Contractor shall ensure that all its employees or sub-contractor (if any) wear tidy and clean uniforms and special protective clothing while they are performing the Services as the Government Representative may consider necessary or appropriate. Any such uniforms and special protective clothing shall be provided, maintained and replaced as necessary by the Contractor at its own expense.
- (ii) The Contractor shall provide all its employees or sub-contractor (if any) with uniforms and badges with their photographs embedded thereon and showing their names and positions. The Government Representative may change the design and specifications of the uniforms and badges as and when he considers necessary or appropriate. The Contractor shall within one (1) month of notification or such period as may be specified by the Government Representative replace the uniforms and badges carrying the revised design and specifications. Moreover, the Government Representative may specify the types and specifications of special protective clothing as he considers necessary or appropriate.
- (iii) All the Contractor's staffs are required to display on their outer uniform at the chest position a name badge with his/her photograph embedded hereon when he or she is on working duty. The Government Representative may ask the staff to produce the staff card for examination.
- (r) Training for pest control workers

Pest control workers employed by the Contractor for the provision of the services shall be physically capable of executing and maintaining the services properly and timely. All pest control workers must have attended and completed a training programme on mosquito, rodent and other pest control specifically for the purpose of the Contract on those aspects as set out in the Contract provided/arranged by the Contractor / academic / educational / professional institution–recognized by the Government representative and approved by the Government Representative irrespective of any previous training programme on pest control they have attended or have attended and completed, with documentation proof, a Qualifications Framework (QF) registered training programme on mosquito, rodent and other pest control which has been accredited at QF Level 1. At least one (1) week before the commencement of Contract Period, all pest control workers must have attended and completed the aforesaid training programme. The Contractor shall also maintain proper training records of all pest control workers employed by the Contractor under the Contract and such record shall be produced to the Government Representative before the commencement of the Contract Period and within one (1) week after completion of each subsequent training programme. In the event that there is any change of pest control workers, the Contractor shall within one (1) week of such change provide the Government Representative with the training records of the new pest control workers.

**Annex II****Specification of the Method and Materials to be used in  
the Cleaning of Particular Finishes in the Venue****(A) Mosaic Tiles**

Sweep clean of all dust, scrub with approved liquid detergent solution (1), wash down thoroughly with clean water, and remove all excessive water from surface with clean cloth. Apply approved water emulsion polish (2) or (6) to mosaic tile floors, walls and dados and buff to produce a highly polished finish.

N.B. Avoid using unsafe cleaning agents or other corrosive liquids that may damage the concrete grouting surrounding the tiles.

**(B) Terrazzo**

Sweep clean of all dust, thoroughly wash down surface with clean water, scrub with approved liquid detergent solution (1), rinse down thoroughly with clean water, and remove all excessive water from surface with clean cloth. Apply approved water emulsion polish (2) or (6) to terrazzo floors, walls and dados and buff to produce a highly polished finish.

N.B. Avoid using unsafe cleaning agents, acids or other corrosive liquids that may damage the cement matrix or the marble chips.

**(C) White or Coloured Rubbed Granolithic**

Sweep clean of all dust, thoroughly wash down surface with clean water, scrub with approved liquid detergent solution (1), thoroughly rinse down with clean water, and remove all excessive water with clean cloth. Apply approved water emulsion polish (2) or (6) to rub granolithic floors, walls and dados and buff to produce a highly polished finish.

N.B. Avoid using metal brushes, wire wool, unsafe cleaning agents or other corrosive liquids that may damage the cement matrix.

**(D) Marble**

Sweep clean of all dust, scrub with warm water and non-caustic detergent, thoroughly wash down with clean water, and remove all excessive water with clean cloth. Apply a water base natural liquid polish and buff with leather to produce a highly polished finish.

N.B. Avoid using metal brushes, wire wool, unsafe cleaning agents or other corrosive liquids which are harmful to marble.

**(E) Thermo-Plastic (Asphalt or Vinyl) Tiles**

Sweep clean of all dust, wash with a weak solution of approved liquid detergent (1), wash down thoroughly with clean water, and dry with clean cloth. Apply a thin film of water emulsion

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Polymer type polish (2) which is self-polishing and dries with a bright surface in about 20 minutes. After repeated applications of polish, a “build-up” of old polish may occur. This should be removed by approved concentrated detergent cleanser (3) or appropriate type of stripping agent. N.B. Avoid using poor quality soaps with high alkaline content, coarse scouring powder or solvents such as paraffin, white spirit, petrol, benzene etc.

**(F) Quarry Tiles**

Sweep clean of all dust, thoroughly wash down with clean water, scrub with an approved liquid detergent solution (1), rinse down thoroughly with clean water, and dry thoroughly with clean cloth. Apply a coat of spirit solvent wax (6), allow to dry out, and buff to a brilliant finish with a suitable polishing machine when thoroughly dried. Do not use pigmented polishes (7) without prior reference to the GPA.

N.B. Avoid using unsafe cleaning agents or other corrosive liquids that may damage the tiles or the cement grouting surrounding them.

**(G) Teak Block Floors**

Sweep clean of all dust, remove all stains with a damp mop, and leave floor to dry thoroughly. Apply a film of spirit solvent wax (6) or natural paste wax (8) if the traffic density is high. Do not use water emulsion wax unless the floor has been thoroughly sealed. Allow time for the polish to harden and then buff to produce a brilliant finish. Re-buff the surface with a suitable polishing machine daily.

**(H) Glazed Tiles**

Wipe clean of all dust, wash down thoroughly with clean water, scrub with an approved liquid detergent solution (1), rinse down thoroughly with clean water and dry thoroughly with clean cloth.

N.B. Each operator should clean, rinse and dry an area of about 1 m<sup>2</sup> at one time. This allows time to rinse before the cleaning solution has dried and caused streaks. Avoid using unsafe cleaning agents or other corrosive liquids that may damage the tiles or the cement grouting surrounding them.

**(I) Linoleum**

As for Thermo-Plastic Tiles.

N.B. High quality paste wax and spirit solvent wax can be used if traffic conditions are heavy. They should be applied generously, allowed to dry thoroughly and then buffed to a brilliant finish with a suitable polishing machine.

**(J) Rubber Flooring**

Before waxing it is essential that the surface should be perfectly clean. When cleaning rubber flooring, it is essential to avoid excessive use of water as this may creep between the joints of

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the flooring and affect the adhesion of the rubber to the sub-floor. The best method of cleaning the rubber floor is by means of approved liquid detergent (1) applied with a damp-cloth. Thorough rinsing is essential but only with minimum amount of water. The floor should be dried thoroughly with a clean cloth. Good quality soap bar (10) or liquid soap (11) can be used, but soft soaps with high alkalinity, liquids containing essential oils (e.g. pine oil and turpentine) and coarse abrasives should be avoided.

When clean, the floor should be treated with approved water emulsion polymer type polish (2) and allowed to dry thoroughly before traffic is allowed to pass over it.

N.B. Solvent based waxes (12) should not be used on rubber floors. White spirit and other solvents such as petrol, benzene and paraffin attack rubber flooring to become soft and sticky and sometimes cause “bleeding” of colours on the surface.

### **(K) Cork Flooring**

The floor should be first cleaned with good quality neutral soap (10) or detergent (1). Minimum amount of water should be used as excessive water may seep between the tiles and loosen them from the floor. The floor should then be rinsed with clean water and thoroughly dried. Then dry steel wool (or gauze) may be used to remove stains and clean badly soiled areas.

When dry, the floor should be sealed with either a polyurethane or oleo-resinous seal (13). Such sealing is a specialised process and should not be attempted without the supervision of an experienced staff. If the floor is not sealed, the surface should be treated with several coats of high grade polish (2) or (6) in order to fill up all the pores. Over this base any polish including emulsion can be used, but the surface should be stripped at regular intervals and followed by frequent maintenance detailed below.

For subsequent maintenance, occasional applications of floor wax, either solvent bound (12) or emulsion polish (2) will considerably extend the life of the seal and provide a better resistance to scuff marks.

### **(L) Painted Surfaces (Oil)**

- (a) Flat finish - Remove dust with a soft brush, wipe down with damp cloth containing weak approved detergent solution (1) and wipe down with a clean damp cloth. Persistent stains may be removed by the sparing use of fine abrasive paste or power (14).
- (b) High gloss finishes - As above but do not use any form of abrasive to remove stains. The use of washing soda or any other highly alkaline material should also be avoided. For a superior finish high quality paste wax (8) can be applied and buffed to the required finish.

### **(M) Stainless Steel**

To maintain the original bright and clean appearance, accumulation of deposit from the

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atmosphere must be prevented. Frequent and careful washing with soap and water or approved detergent solution (1) will maintain the appearance indefinitely. Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

**(N) Bronze Finishes**

Bright bronze must be kept free from dust during the process of toning down so that the atmosphere may act on it evenly until the required colour is obtained. This action must then be checked and the surface preserved by building up on it (by frequent applications of wax polish (9) ) a coating of hard wax, impervious to moisture and easily polished.

Chemically toned bronze requires the action of the atmosphere for a short time after fixing to “see” it to its permanent shade, during which time it should be kept free from dust by occasionally cleaning with a little petrol, after which the surface should be protected in the same way as natural toned bronze.

N.B. The usual kinds of metal polish and oil such as paraffin should not be used. Approved natural wax (9) may be applied by means of a cloth pad. Buff the surface to a brilliant finish when thoroughly dry.

**(O) Aluminium**

Thoroughly wash down with water containing non-alkaline soap or detergent, and dry thoroughly with clean cloth. Accumulated dirt may be removed by the use of nylon pad. Occasional application of wax polish may preserve an attractive appearance.

N.B. Avoid the use of abrasive and steel wool.

**(P) Chrome Finishes**

Chrome finishes very rarely require anything more than a rub down with a soft cloth, but to prevent “pitting” the finishes may be cleaned once per month with chrome cleaner.

**(Q) Carpet Shampooing**

(a) Rotary Brush Method - Dry vacuum the area first, then shampoo the carpet carefully with good quality and appropriately diluted liquid shampoo (15a)/(15b). The manufacturer’s instructions for operating the rotary machine must be complied with. Use wet vacuum cleaner to remove excessive water and slurry immediately. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As the final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.

(b) Dry Foam Method - Use a pile lifting machine to run over the area first. A fully automatic dry-foam machine which converts the liquid shampoo (15a)/(15b) into a foaming fluffy

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solution will be operated to : (i) lay the fluffy solution; (ii) scrub with brushes in one pass and in one direction; and (iii) immediately suck up the slurry.

- (c) Steam Extraction Method - Use a fully automatic steam machine to jet heated solution of appropriately mixed water and liquid shampoo (15b) into the carpet under pressure in one pass and in one direction. Remove all loosened dirt instantly by simultaneous vacuum action.

N.B. Before cleaning carpets with any of the above methods, it is essential to clear the room of all light furniture and scrub a small an inconspicuous area to check for colour fastness and backing wetness. Only skillful operators are allowed to carry out such carpet shampooing and great care must be taken to prevent shrinkage due to over-wetting. A second pass may be necessary in heavily soiled areas.

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<u>Proprietary Brand Names</u>	<u>Government Stores Commodity Code No.</u>
(1) Liquid Cleaner, “Johnson’s Forward” .....	Nil
Liquid Cleaner, “Wonderflor-Magic Touch” .....	Nil
Chemsearch Concentrate ND150, “National Chemsearch Corp” .....	Nil
Superscope, “Franklin” .....	Nil
Tiles and Stone Cleaner, “103” (hard flooring only)...	Nil
Detergent Power .....	1302-1750G
(2) Clemet “HS”, “Whiteley Chemicals” .....	Nil
Floor Polish, Emulsion, “Johnson’s Step-ahead” .....	Nil
Floor Polish, “De-Fence”, “Franklin” .....	Nil
Floor Polish, Liquid.....	1304-0512E
(3) Wax Strip, “Johnson’s Step-off” .....	Nil
Supper stripper, “Whiteley Chemicals” .....	Nil
(4) Steel Wool, Grade 2.....	1385-5028L
(5) Nylon Pad, “3M Scotch-Brite-Black” .....	Nil
(6) Buffable Emulsion, “Ronuk” .....	Nil
Traffic Wax, Liquid, “Johnson” .....	Nil
(7) Wax Polish, Tile, Red.....	1304-0721G
(8) Wax Polish, Floor, Paste.....	1304-0191K
Traffic Wax, Paste, “Johnson” .....	Nil
(9) Transparent Wax, “Ronuk” .....	Nil
(10) Soap Bar, Genuine, Pale.....	1302-4351F
(11) Liquid Soap.....	Nil
(12) Wax, “Rusco Amber” .....	Nil
Liquid Wax, “Ronuk” .....	Nil
(13) Floor Seal, “Arkathane” .....	Nil
Floor Sealer, “Johnson’s Over & Under Plus” .....	Nil

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<b><u>Proprietary Brand Names</u></b>	<b><u>Government Stores Commodity Code No.</u></b>
Protective Finish, "Canalac".....	Nil
(14) Powder, Cleaning, Scouring.....	1302-0111B
(15) Carpet Cleaner	
(a) Rugbee, "Johnson" .....	Nil
Radiant Soil Barrier Shampoo, "AGD Lab., Ltd.".	Nil
Super Carpet Shampoo, "Franklin".....	Nil
(b) Water Extraction Carpet Cleaner, "Franklin" .....	Nil
Radiant Jet-out Carpet Cleaner, AGD Lab., Ltd."..	Nil

Note : These brand names are given only as a guide as to the type of materials to be used and are not to be regarded as an exclusive endorsement of any particular product.

**Annex III****Minimum Cleaning Equipment to be provided by the Contractor**

<b>Type</b>	<b>Specifications</b>	<b>Minimum Quantity</b>
Floor polishing machine	<ul style="list-style-type: none"> <li>▪ Working width 400 mm and above</li> <li>▪ Motor rating 1 H.P. and above</li> </ul>	1 No.
Pressure washer	<ul style="list-style-type: none"> <li>▪ Motor Rating: 1.5 H.P. or above</li> <li>▪ Operating water pressure: not less than 50 kg/cm<sup>2</sup></li> </ul>	1 No.
Vacuum cleaner	<ul style="list-style-type: none"> <li>▪ Domestic Type</li> <li>▪ Minimum rating: 1,200W</li> </ul>	1 Nos.
Warning signs with stand	<p>“Cleaning in progress” in Both English and</p> <p>“Caution! Wet floor” Chinese Characters</p>	<p>2 Nos.</p> <p>15 Nos</p>
Trolley	56cm(W) x 82cm(L)	1 No.

The equipment above-listed and its required quantities are the basic and minimum requirement for this Contract. The Contractor shall provide additional equipment and/or quantities considered necessary by the Government Representatives or the Management for efficient performance of the Cleaning Services.

The Contractor shall, also, as far as possible and where economically rational, avoid the consumption of single-use disposal items and consider purchasing products –

- (a) with improved recyclability, high recycled content, reduced packing and greater durability;
- (b) with greater energy efficiency;
- (c) utilising clean technology and/or clean fuels;
- (d) which result in reduced water consumption;
- (e) which emit fewer irritating or toxic substances during installation or use; or
- (f) which result in smaller production of toxic substances, or of less toxic substance, upon disposal.

## Contract Schedule 3

**Particulars and Facilities venue requiring services**

*(The Contractor should note that information provided herein is intended for the Contractor's reference only and the Government reserves the right to change the requirements in this Schedule from time to time.)*

The Venue is a 4-storey (include Ground Floor) joint-users building under the management of the Building Management Committee of TMJCWFM.

**1. Particulars and Facilities of the Venue requiring Services****Section A - General Particulars**

	Particular	Detail
(a)	Address	101 Wu Shan Road, Area 44, Tuen Mun
(b)	Type of Building	Non-residential
(c)	Total Construction Floor Area (m <sup>2</sup> )	About 20,000 m <sup>2</sup>
(d)	Net Floor Area (m <sup>2</sup> ) requiring Services	(i) Common Area : about 7,585 m <sup>2</sup> (ii) HAD Area (including community hall and spectator stand ): about 3,707 m <sup>2</sup> (iii) Landscape Deck <sup>1</sup> : about 3,723m <sup>2</sup>
(e)	Nos. of Storey	4

**Section B - Building Services Facilities**

Particular		Detail (no./location/serving area/specification)	
		Common Area	HAD Area
(a)	Carpark Space	1 no. (for Marine Park Office)	2 nos. (1 for disabled parking)
(b)	Loading and Unloading Space	1 no. (for Ambulance)	4 nos. (2 for coaches)
1	Lift (i) Passenger Lift (ii) Firemen Lift (iii) Lift Motor Room (LMR)	Firemen Lift (L2) to serve G/F~1/F, the LMR is located at 2/F	Passenger Lift (L1) to serve G/F ~ 1/F

<sup>1</sup> The Landscape Deck consists of green areas and a concrete platform for public use. Tenderers are suggested to conduct a site inspection to check the actual area required for landscaping.

Particular		Detail (no./location/serving area/specification)	
		Common Area	HAD Area
2	Air-conditioning & Ventilation (i) A/C Plant Room  (ii) AHU/PAU Room  (iii) Building Management Office	27 nos. of Fresh Air and Exhaust Air Fans are provided. One Split-type A/C unit was provided for Technical building equipment (TBE) Room and one Split-type A/C unit was provided in the Building Management Office at G/F.	A. Central A/C Room is located at 2/F to house the A/C equipment. 2 nos. of water cooled chillers, cooling towers, 3 nos. chilled water pumps, 3 nos. of condensing water pumps, 2 nos. of PAU(s), 5 nos. of AHU(s) and fans, etc. are located at the 2/F.  B. Ventilation fans are provided for offices and toilet area.  C. Fan coil units are serving for G/F Offices, M/F Conference room and 1/F dressing rooms.
3	TBE	TBE Room is located at G/F to house the equipment.	TBE Room is located at G/F to house the TBE Equipment.
4	Close Circuit Television (CCTV)	1 no. of CCTV is provided at G/F. 1 no. of CCTV is provided inside lift car No.2.	2 nos. of CCTV(s) are provided for 2/F spectator stand area & 2 nos. of CCTV(s) are provided for 1/F community hall. 1 no. of CCTV is provided inside lift car No.1.
5	Access Control	Total 10 nos. of magnetic door contact are generally provided from G/F-1/F for those doors leading to accommodations	Total 32 nos. of magnetic door contacts are provided for community hall area.
6	Common Antenna for TV (CATV)	Trunking & conduit box are provided for the building.	Trunking & conduit box are provided for the building.
7	Public Address System	N/A	12 nos. of loud speakers in spectator stand area, 6 nos. of loud speakers in community hall.
8	LCD TV for Public	N/A	A LCD TV is located at G/F of the community hall.
9	Others Emergency call bell system	N/A	Total 10 nos. of emergency call bells are provided for M/F & 1/F toilets and disabled toilet within HAD Area.

Section C - Fire Services System

Particular		Detail (no./location/serving area/specification)	
		Common Area	HAD Area
(a)	Sprinklers System All Areas Sprinklers Water Tank Sprinkler Inlets	Sprinkler system provided.	Sprinkler system provided in the community hall but not in the dragon boat spectator stand.
(b)	Hose Reel & Fire Hydrant System All Areas F.S. Pump & Tank Fire Services Inlet	Entire building is covered by sprinklers; expect the electrical and mechanical rooms and those areas where water based fire fighting system are not suitable. 107 cu.m. sprinkler tank and the sprinkler pumps are located at the Sprinkler Pump Room at G/F. There are 2 nos. of Control Valve Sets located in the G/F F.S Control Room. Sprinkler inlets are grouped and located at the entrance court.	
(c)	Fire Alarm & Detection System Smoke Detector Heat Detector Break Glass Unit Control Panel	FH/HR system is provided for this building. 36 cu.m. F.S. tank and the F.S. pumps are located at the F.S. Pump Room at 1/F. F.S. Inlets are grouped and located at the entrance court. Smoke detectors are provided for fire shutters. Heat detectors are provided for areas in the building, electrical and mechanical rooms. Break glass unit is provided at the hose reel cabinet and Exit Route. Main AFA panel is provided at the F.S. Control Room at G/F. Repeater panel is provided in G/F Management Office.	Hose Reel system is provided in the community hall. Hose Reel system is provided in the dragon boat spectator stand. Break Glass Units are provided in community hall of the Exit. Break Glass Units are provided in Dragon Boat Race Spectator Stand of the Exit.
(d)	Portable Fire Fighting Equipment (i) CO2 Fire Extinguisher (ii) Sand Bucket	18 nos. of CO2 FE provided for all electrical and mechanical rooms within Common Area. 12 nos. of CO2 FE and 12 nos. of Sand Bucket are provided for 6 respective Dangerous Stores which are under EMSD's maintenance.	11 nos. of CO2 Fire Extinguishers are provided for HAD Area.

Section D - Electricity & Gas Supply System

Particular		Detail (no./location/serving area/specification)	
		Common Area	HAD Area
(a)	Electricity Supply (i) Supply Meter (ii) Check Meter (iii) Transformer Room (iv) Main Switch Room	(i) 2 nos. of CLP meter are provided for common area. (ii) Digital metering facilities are generally provided for accounting purpose. (iii) Transformer Room with 2x1500kVA Tx is located at M/F. (iv) Main Switch Room is located at M/F adjacent to Tx Room.	1 no. of CLP meter is provided for dragon boat area and 1 no. of CLP meter is provided including lightings and power for community hall.
(b)	Lighting Fluorescent Tube Lamp Bulb Energy Saver Lamp Podium Lamp Flood Light	(i) Fluorescent tube in this building shall be T5 type. (ii) No incandescent lamp bulb is used in this building. (iii) T5 and compact fluorescent lamps are generally adopted as energy saver lamp. (iv) Metal Halide Flood Light is adopted as external lighting. (v) Lamp pole & Bollard is adopted for landscape area. (vi) Surface Mounted Rectangular Luminaire is provided for external ramp.	(i) 70W Floodlight in normal status and 26W lighting fittings in normal and essential status are provided for Dragon Boat Area & L88 lighting fittings are provided for community hall. (ii) Stage lighting system is provided for Stage Area. (iii) Down light 26W is provided for Community Hall Lift lobby area. (iv) L88 – Fluorescent Luminaire 49W T5 Lamp Tube for community hall.
(c)	Generator (i) Generator Room (ii) Fuel Tank	(i) A 600kVA Emergency Generator is provided at 2/F area. (ii) Fuel tank of 490L is provided under the Generator.	N/A

Section E - Water Supply System

Particular		Detail (no./location/serving area/specification)	
		Common Area	HAD Area
(a)	Flush Water System		
	(i) Type (sea/fresh)	Sea	The whole building is using the common pumps / tanks / meter
	(ii) Pump	2 up-feed 2 booster	
	(iii) Storage Water Tank	933L + 2802L	
	(iv) Meter	1 main	
(b)	Fresh Water System		
	(i) Pump	2 pumps	2 pumps
	(ii) Storage Water Tank	405L watering plant water tank on 2/F	630 L water tank on 2/F for Community Hall.
	(iii) Meter	1	1 meter for Community Hall, 1 meter for Spectator Stand.
(c)	A/C Make-up Water System		
	(i) Pump	N/A	2 nos. of upfeed pumps for A/C make-up water installed at 2/F compensating water pump room.
	(ii) Storage Water Tank		Fiberglass potable water tanks of 9.5 cu.m and 1 cu.m + 0.5 cu.m are provided at Roof and 2/F respectively.
	(iii) Meter		Water Meter is located at G/F.

## 2. **Service Areas in Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)**

Requiring Service Areas: (a) Common Area for Building Management, Security and Cleaning services (b) HAD Area for Building Management and Security services		
Floor	Common Area *	HAD Area ** (including Community Hall and Spectator Stand)
All Floors	<ul style="list-style-type: none"> <li>▪ Common Area Facility</li> <li>▪ Staircases &amp; Ramps</li> <li>▪ Lift Lobbies</li> <li>▪ Lift (Lift No. L2)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Staircases (No. 3, 12)</li> <li>▪ Lift Lobbies</li> <li>▪ Lift (Lift No. L1)</li> </ul>
G/F – 2/F	<ul style="list-style-type: none"> <li>▪ Entrance Plaza</li> <li>▪ Open Loading/ Unloading Area</li> <li>▪ External Staircases &amp; Ramps</li> <li>▪ Landscape Deck</li> <li>▪ Flat Roof</li> </ul>	<ul style="list-style-type: none"> <li>▪ Open Car park (2 nos)</li> <li>▪ Open Loading/ Unloading Area</li> <li>▪ Community Hall Lift Lobby</li> <li>▪ Community Hall Office</li> <li>▪ Community Hall Office Store</li> <li>▪ Community Hall Male, Female &amp; Disabled Toilets</li> <li>▪ Community Hall Male &amp; Female Dressing Rooms</li> <li>▪ Community Hall Conference Room</li> <li>▪ Community Hall (with stage and storage space)</li> <li>▪ Chair Store</li> <li>▪ Stage Meeting Room</li> <li>▪ Stage Store</li> <li>▪ Dragon Boat Race Spectator Stand</li> </ul>
Other	<ul style="list-style-type: none"> <li>▪ All Common Area service rooms (such as cleaner's room, switch rooms, AHU rooms etc.)</li> <li>▪ Roofs</li> </ul>	

\* The opening hours of the Landscape Deck is scheduled to be 0800-2130 on daily basis.

\*\* The opening hours of HAD Area including the Community Hall, Conference Room and Spectator Stand are scheduled to be 0930-2200 on Mondays to Saturdays and 0900 -1700 on Sundays and General Holidays.

(The opening hours of the Common Area and HAD Area may be subject to change.)

### 3. **Facilities in HAD Area and Common Area in Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)**

Requiring Service Areas:

(a) Common Area for Building Management, Security and Cleaning services

(b) HAD Area for Building Management and Security services

Floor	Responsible Users / Tenants	Facility / Office Name
Roof	Common Area	Flat Roof
2	Common Area	(i) Flat Roof (ii) Lift Machine Room (iii) Emergency Generator Room (iv) Water Pump and Tank Room (v) Compressor Room
	HAD Area	(i) Dragon Boat Race Spectator Stand (ii) Chiller Plant Room (iii) A/C Control Room (iv) CABD Room (v) Cooling Tower
1	Common Area	(i) Landscape Deck (ii) ELV Room (iii) LV Room (iv) FS Tank & Pump Room
	HAD Area	(i) Dragon Boat Race Spectator Stand (ii) Community Hall (with stage and storage space) (iii) Male & Female Toilets (iv) Male & Female Dressing Rooms (v) Chair Store (vi) Stage Meeting Room (vii) Stage Store
M	Common Area	(i) LV Main Switch Room (ii) ELV Room (iii) LV Room
	HAD Area	(i) Community Hall Lift Lobby (ii) Male, Female & Disabled Toilets (iii) Community Hall Conference Room
G	Common Area	(i) Landscape Plaza (ii) Management Office (iii) Flushing Water Transfer Pump Room (iv) LV Sub-main Switch room (v) FS control & Sprinkler Control Valve Room (vi) Sprinkler Pump & Water Tank Room (vii) TBE Room (viii) Water Meter Room (ix) Water Meter Cabinet (x) FS Inlets
	HAD Area	(i) Community Hall Lift Lobby (ii) Community Hall Office (iii) Community Hall Office Store

**Contract Schedule 4**

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

**Contract Schedule 5**

**Staffing Schedule and Monthly/Daily Wage for Workers**

**(to contain the successful Tenderer's Appendix D subject to such modification as may be agreed with the Government)**

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

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

**Contract Schedule 7**  
**Management Plan, Work Plan, Contingency Plan**  
**and Innovation Suggestions**

**(to contain the successful Tenderer's Appendix E  
subject to such modification as may be agreed with or requested by the Government)**

## Contract Schedule 8

### Green Guidelines for Cleansing Services

#### 1. Cleansing Products and Supplies

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

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

	<ul style="list-style-type: none"> <li>◆ Cadmium</li> <li>◆ Cobalt</li> <li>◆ Hexavalent chromium</li> <li>◆ Lead</li> <li>◆ Mercury</li> <li>◆ Selenium</li> </ul>
<b>Soap toilet liquid</b>	<ul style="list-style-type: none"> <li>• Bio-accumulative preservatives shall not be used.</li> <li>• The pH value of 5% solution should range from 6-10.</li> <li>• The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA) or nitrilotriacetate (NTA).</li> <li>• The product should be at least 60% biodegradable.</li> <li>• The product should not be formulated or manufactured with phosphate or phosphonates.</li> <li>• The product should not be formulated or manufactured with optical brighteners.</li> <li>• 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.</li> <li>• 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.</li> </ul>
<b>Cleaning rags and cotton waste</b>	<ul style="list-style-type: none"> <li>• <b>Cleaning Rags</b> <ul style="list-style-type: none"> <li>i. Addition of optical brighteners should not be permitted</li> <li>ii. The content of detectable formaldehyde in the final product should not exceed 0.15 mg/kg.</li> <li>iii. The content of pentachlorophenol in the final product should not exceed 0.15 mg/kg.</li> </ul> </li> <li>• <b>Cotton Waste</b> AOX emissions in the bleaching effluent should be less than 100 mg Cl/kg</li> </ul>
<b>Disinfectant</b>	<ul style="list-style-type: none"> <li>• The product should not be formulated or manufactured with surfactants belonging to alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA) or nitrilotriacetate (NTA).</li> <li>• The product should not be formulated or manufactured with builders belonging to phosphates.</li> <li>• 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.</li> <li>• The product should not be formulated or manufactured with aromatic compounds.</li> </ul>
<b>Deodorants</b>	<ul style="list-style-type: none"> <li>• The product should not contain substances regulated in the Montreal Protocol on Substances that Deplete the Ozone Layer (particularly CFCs and HCFCs).</li> <li>• The surfactant used in the product should be readily biodegradable.</li> <li>• The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA), nitrilotriacetate (NTA), phthalates, halogenated organic solvents.</li> <li>• The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> <li>◆ Arsenic</li> <li>◆ Cadmium</li> <li>◆ Cobalt</li> <li>◆ Hexavalent chromium</li> <li>◆ Lead</li> <li>◆ Mercury</li> <li>◆ Selenium</li> </ul> </li> <li>• The product should not contain more than 5% by weight of volatile organic compounds (VOCs)</li> <li>• The product should not contain phosphorus content of more than 0.2% by weight.</li> <li>• The sum of benzene, toluene, xylene, ethylbenzene, 1,4- Dichlorobenzene, and styrene contents should be smaller than 0.1% by weight.</li> <li>• The undiluted product should not contain any of the following components: <ul style="list-style-type: none"> <li>◆ Formaldehyde donors</li> <li>◆ Monoethanolamine, diethanolamine, and triethanolamine alone or in compounds</li> <li>◆ Parabens</li> <li>◆ Triclosan</li> <li>◆ Nitromusk and polycyclic musk fragrances</li> </ul> </li> </ul>

<b>Hand Soaps</b>	<ul style="list-style-type: none"> <li>• The pH value of product should not be higher than 11 or less than 2</li> <li>• The product should be at least 90% biodegradable and not bioaccumulative</li> <li>• The product should not contain nitromusk and polycyclic musk fragrances</li> <li>• The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA), nitrilotriacetate (NTA), halogenated organic solvents</li> <li>• The product should not be formulated or manufactured with phosphate or phosphonates</li> <li>• The product should not contain more than 1 % by weight of volatile organic compounds (VOCs)</li> <li>• The product should not be formulated or manufactured with optical brighteners</li> </ul>
<b>Plastic Garbage Bags</b>	<ul style="list-style-type: none"> <li>• The product shall be made from at least 50% by weight of recycled plastics content, in which shall contain a minimum of 40% post-consumer or post-industrial material.</li> </ul>
<b>Plastic Bags (Other uses)</b>	<ul style="list-style-type: none"> <li>• The product shall contain a minimum of 30% by weight of recycled plastic.</li> <li>• Reminder: Avoid using single-use disposable plastic bags including umbrella plastic bags. Consider to use reusable bags e.g. textile bag (item U02).</li> </ul>

## 2. Water Saving

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

## 3. Energy Saving

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

## 4. Staff Training

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

### **Important Reminders for Tenderers**

Tenderers are reminded to read through the entire Tender Document and submit all the required documents together with their tenders in accordance with the tender requirements.

**Tenderers should also refer to Clauses 3 to 8 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 Provision of Combined Management Services
  - ☐ Section 3 Statement of Compliance
  - ☐ Section 4 Declaration of Conviction of Offences
  - ☐ Section 5 Election of Method of Payment of Contract Deposit
  - ☐ Section 6 Innovative Suggestions
  - ☐ Section 7 Sub-contractor's Acknowledgement
- ☐ **Part 1 Appendix B – Supporting Documents to be Submitted by the Tenderer**
  - ☐ Copy of a valid Business Registration Certificate
  - ☐ Copy of the current Memorandum and Articles of Association, the Certificate of Incorporation and any other corporate documents evidencing business status (where applicable)
  - ☐ Copy of documentary evidence of relevant experience
  - ☐ Copy of Certificate of ISO Accreditation and/or OHSAS
  - ☐ Copy of Security Company Licence
  - ☐ Copy of certificate of Insurance
- ☐ **Part 1 Appendix C - Price Proposal \*\*\***
- ☐ **Part 1 Appendix D – Staffing Proposal and Wage Proposal for Workers\*\*\***
- ☐ **Part 1 Appendix E - Management Plan, Work Plan, Contingency Plan and Innovation Suggestions\*\*\***
- ☐ **Part 1 Appendix H - Non-Collusive Tendering Certificate**
- ☐ **Part 4 Offer to be bound duly completed and signed\*\*\***
- ☐ **Submission in TRIPLICATE**
- ☐ Submission of tender document comprising both Price Envelope A and Technical Envelope B which enclosed into one single large sealed envelope (Envelope C) and clearly marked “**Tender Ref.: AFCD/CMS/01/21 – Tender for Provision of Combined Management Services for**

Tender Ref.: AFCD/CMS/01/21

**Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)”** without bearing any reference to the identity of the Tenderer

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

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