

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

Tender Ref. : AFCD/CMS/01/19  
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 TRIPLICATE 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/01/19)"**

and addressed to the Chairman ....~~Government Logistics Department Tender Opening Committee~~

The tender must be deposited in the ~~Government.....Logistics Department.....~~

Tender Box situated at ~~Ground Floor, North Point Government Office, 333 Java Road, North Point, Hong Kong.....~~  
before 12:00 noon. (time) on 20 June 2019 (date). Late tender will not be accepted.

**INTERPRETATION**

**PART 1 – TERMS OF TENDER**

**PART 2 – CONDITIONS OF CONTRACT**

**PART 3 – CONTRACT SCHEDULES**

**PART 4 – OFFER TO BE BOUND**

**PART 5 – MEMORANDUM OF ACCEPTANCE**

The Tender Document for this Invitation to Tender is set out in Clause 1 of the Terms of Tender.

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

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

Dated this .....28<sup>th</sup>..... day of.....March..... 20 .....19.....

  
( CHAN Kim Hung )  
Government Representative  
Agriculture, Fisheries and Conservation Department

**INTERPRETATION**

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

“AFCD”	means the Agriculture, Fisheries and Conservation Department of the Government;
“Building Supervisor”	means the staff working and stationing at the Venue with duties in Section 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 2019, 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 and HAD Area ;
“Contract Deposit”	means the deposit as more particularly described in Clause 11 of the Terms of Tender and Clause 18 of the Conditions of Contract;
“Contract Manager”	means the individual appointed by the Contractor as Contract Manager pursuant to 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” or “Worker”	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

	<p>departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of:</p> <p>(a) Wages;</p> <p>(b) holiday pay payable to the Non-skilled Workers having been employed under a continuous 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 as 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;
“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to in Clause 8(c) of the Terms of Tender;

“Monthly Fee”	means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 12 of the Conditions of Contract subject to and after any deductions in respect of that month;
“Monthly Rate”	means the monthly rate for calculating remuneration for the Services as set out in 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 4(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 and Cleaners.
“Non-skilled Worker Contract”	means a non-works service contract of the Government that relies heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Tender, includes this Contract;
“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 protective equipment, ear protectors, high visibility clothing, safety shoes, safety harnesses, etc
“Relevant Offences”	means the offences as defined in Clause 3(d);
“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;
“Standard Employment Contracts”	<p>means the written employment contracts to be entered into between the Contractor and its Non-skilled Workers and, where applicable, the written employment contracts to be entered into between the sub-contractor and its Non-skilled Workers, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks:</p> <p>&lt;<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>&gt; for Chinese version and</p> <p>&lt;<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>&gt; for English version;</p>

“Statement of Convictions”	means the Statement of Convictions in respect of the Relevant Offence in the form of Section 3 of Appendix A;
“Statutory Minimum Wage”	means the hourly wage rate as specified in the Minimum Wage Ordinance (Cap. 608);
“Sub-contractor’s Acknowledgement”	means the Sub-contractor’s Acknowledgement in the form of Appendix H;
“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 by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 6(b) of the Terms of Tender;
“Tender Document”	means the documents as specified in Clause 1 of the Terms of Tender;
“Tender Validity Period”	means the period of time mentioned in Clause 13 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;
“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**

<b>Content</b>	<b>Sheet</b>
1. Tender Document .....	8
2. Invitation to Tender.....	8
3. Requirements and Information to be Submitted.....	8
4. Wages of Workers .....	12
5. Tender Preparation .....	14
6. Submission of Tender.....	15
7. Anti-collusion .....	16
8. Basis of Acceptance and Award of Contract.....	17
9. Prices Tendered .....	18
10. Submission of Financial Information for Financial Vetting.....	18
11. Contract Deposit.....	20
12. Tenderers' Response to the Government's Enquiries.....	21
13. Tender to Remain Open.....	22
14. Offer to be Bound .....	22
15. Documents of Unsuccessful Tenderers .....	22
16. Complaints about Tendering Process .....	23
17. Undisclosed Agency .....	23
18. Personal Data Provided.....	23
19. Offering Gratuities .....	24
20. New Information Relevant to Qualified Status.....	24
21. Consent to Disclosure .....	24
22. Contractor's Performance Monitoring.....	25
23. Cancellation and Costs of Tender .....	25
24. Environmental Friendly Measures .....	25
25. Tenderer's Enquiries.....	26
26. Tenderer's Commitment.....	26
27. Tender Briefing Session .....	26
28. Amendments to Tender.....	27
29. The Attachments.....	27
30. Negotiation .....	27
31. Counterproposal.....	28

<b>Appendix A Tenderer’s Declaration.....</b>	<b>28</b>
<b>Appendix B Supporting Documents to be Submitted by the Tenderer.....</b>	<b>34</b>
<b>Appendix C Price Proposal .....</b>	<b>35</b>
<b>Appendix D Staffing Proposal and Wage Proposal for Workers .....</b>	<b>39</b>
<b>Appendix E Management Plan, Work Plan and Contingency Plan .....</b>	<b>41</b>
<b>Appendix F Sample Form of Banker’s Guarantee for the Performance of a Contract.....</b>	<b>45</b>
<b>Appendix G Registration Form for Attending Tender Briefing Session .....</b>	<b>50</b>



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

**PART 1  
TERMS OF TENDER**

**1. Tender Document**

(a) The Tender Document, identified as Tender Ref. AFCD/CMS/01/19, comprises the following documents: -

- (i) Lodging of Tender;
- (ii) Interpretation;
- (iii) PART 1 – Terms of Tender with Appendices A to H;
- (iv) PART 2 – Conditions of Contract with Annex A;
- (v) PART 3 – Contract Schedules 1 to 8;
- (vi) PART 4 – Offer to be Bound; and
- (vii) PART 5 – Memorandum of Acceptance.

**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. Requirements and Information to be Submitted**

**Part 1: Essential Requirements**

(a) It is an essential requirement for the Tenderer to have the following experience:

Tenderers must have not less than NINE (9) years' satisfactory experience in providing combined management services, which include building management services, cleaning services and security services and to not less than NINE (9) different clients in provision of the services during the ten (10) years immediately preceding to the Tender Closing Date.

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

- (1) Experience of the Tenderer gained in the capacity of an unincorporated joint venture, a shareholder of a body corporate or a participant of an incorporated joint venture **will not** be counted.
- (2) Experience will be counted regardless of whether the Tenderer has gained it as a main contractor or sub-contractor.
- (3) A Tenderer's experience under different contracts will not be double-counted for any overlapping periods. The required years of experience is to be counted in days, i.e. "an aggregate of at least nine (9) years" is equivalent to have accumulated not less than 3,285 (i.e. 365 days x 9) days of experience in providing combined management services under one or more contracts.
- (4) A Tenderer's experience under different contracts with overlapping periods is to be counted in accordance with the following example: -

<b>Contracts performed by a Tenderer</b>	<b>Contract period</b>	<b>Contract period without overlapping with the earlier contract</b>	<b>Number of days of experience counted in the tender evaluation</b>
Contract A	16.4.2003-15.4.2005	16.4.2003-15.4.2005	731 days
Contract B	1.10.2004-31.3.2006	16.4.2005-31.3.2006	350 days
Contract C	1.1.2005-31.12.2006	1.4.2006-31.12.2006	275 days
		Total:	1,356 days

(b) ISO Accreditation

It is an essential requirement for the tenderers to be accredited to ISO14001 and either ISO 9001 or 9002.

(c) Security Company Licence

It is an essential requirement for the tenderers to hold a valid security company licence under the Security and Guarding Services Ordinance (Cap. 460)

**Part 2: Debarment on Convictions and Demerit Points****(d) Past Convictions**

(i) 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 sub-clause (iv) below (“**Debarment Period**”) –

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

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

(ii) 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.

(iii) For the avoidance of doubt,

- (1) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted; and

- (2) If the Tenderer is a partnership 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.

(iv) The five-year Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period will 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>.

(v) 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:

- (1) The Tenderer itself;
- (2) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and
- (3) where applicable, its sub-contractor.

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

(vi) If the Tenderer is found to have made false declaration or untruthful revelation in 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.

(vii) Notwithstanding sub-clause (i), in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:

- (1) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
- (2) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the

Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

(e) Demerit Points

(i) 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.

(ii) Demerit Points under appeal will still be counted for the purpose of debarment.

(f) 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 sub-clause (d) or accumulation of three or more Demerit Points in sub-clause (e); and

(ii) the Tenderer shall submit as part of its tender a Sub-contractor's Acknowledgement duly signed by the proposed sub-contractor,

otherwise its tender may not be considered further.

### **Part 3: Other Requirements**

(f) Management Plan, Work Plan and Contingency Plan

A Tenderer must submit with its tender the Management Plan, Work Plan and Contingency Plan as stipulated in Appendix E.

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 modification as may be agreed with or requested by the Government.

### **4. 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 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 4(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 Contract is awarded.
  
- (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 31 hereto.
  
- (d) If the Tenderer proposes in Appendix D to the Terms of Tender a monthly wage higher 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.

---

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

## 5. Tender Preparation

- (a) Tenders must be completed in English or Chinese and in ink or typescript and be submitted in the manner under “Lodging of Tender” of the Tender Form.
- (b) Tenderers must duly complete, sign and submit the following documents together with the documentary evidence which are necessary for tender evaluation:
- (1) PART 1 – Appendix A – Tenderer’s Declaration;
  - (2) PART 1 – Appendix B – Supporting Documents to be submitted by the Tenderer;
  - (3) PART 1 – Appendix C – Price Proposal;
  - (4) PART 1 – Appendix D – Staffing Proposal and Wage Proposal for Workers;
  - (5) PART 1 – Appendix E – Management Plan Work Plan and Contingency Plan;
  - (6) PART 1 – Appendix H – Sub-contractor’s Acknowledgement (if applicable); and
  - (7) PART 4 – Offer to be Bound.
- (c) It is an essential requirement to submit a duly completed Price Proposal (Appendix C) and a duly signed 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 or the Certificate of Change of Name (if any) if the Tenderer is a company; 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);
- (e) All submissions should be enclosed in a sealed plain envelope and marked as follows: “Tender for Provision of Combined Management Services for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM) (Tender Reference: AFCD/CMS/01/19)”

**6. Submission of Tender**

- (a) A tender to be submitted in response to this invitation to tender shall be submitted in **TRIPLICATE (i.e. one set of originals and two sets of copies)** with all necessary information including documentary evidence necessary for tender evaluation and addressed to the Chairman, Tender Opening Committee, Government Logistics Department, and be deposited in the Government Logistics Department Tender Box situated at the lift lobby on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before the Tender Closing Date. The envelopes must not bear any indication which may relate them to a particular Tenderer. **Late tenders WILL NOT BE CONSIDERED.**
- (b) If a black rainstorm warning signal is issued or tropical cyclone 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) 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.
- (d) Figures submitted by the Tenderer should not be altered or erased. Any alteration to the figures in a Tenderer's proposal should be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- (e) Each Tenderer may only submit **ONE** tender.



**7. Anti-collusion**

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

without prejudice to any other rights or remedies available to it against the Tenderer.

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

- (a) Tenders will be considered on an overall basis. A tender with only partial offers will NOT BE CONSIDERED further.
- (b) The Government is not bound to accept the tender with the lowest offer or any tender or to give any reasons for doing so.
- (c) 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 the following conditions precedent:
  - (i) the delivery to the Government of the Contract Deposit pursuant to Clause 11 of the Terms of Tender;
  - (ii) the Tenderer (and where applicable, its sub-contractor) not being debarred up to the date of the Letter of Conditional Acceptance due to conviction of any of the Relevant Offences in Clause 3(d) or accumulation of three or more Demerit Points in Clause 3(e); and
  - (iii) any other conditions as the Government thinks fit.
- (d) Upon and subject to the fulfilment of the conditions precedent as specified in the Letter of Conditional Acceptance, a Part 5 Memorandum of Acceptance will be issued. A legally binding Contract will come into existence as from the date of the Memorandum of Acceptance.
- (e) If the successful Tenderer who receives the Letter of Conditional Acceptance fails to fulfil the conditions precedent as specified in the Letter of Conditional Acceptance, the Letter of Conditional Acceptance issued to the Tenderer shall lapse and be of no effect and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.
- (f) Tenderers who do not receive any notification within the Tender Validity Period shall assume that their tenders have not been accepted.

**9. Prices Tendered**

- (a) Tenderers should ensure that the rates or contract value tendered are accurate before submitting their bids. Under no circumstances shall the Government be obliged to accept any request for rates or contract value adjustment after Tender Closing Date on grounds that a mistake has been made in the rates or contract value tendered.
- (b) All rates or contract value tendered in Appendix C to the Terms of Tender shall be in Hong Kong currency and, if accepted by the Government, shall remain valid and binding throughout the Contract Period.
- (c) The Government may require a Tenderer, who in the opinion of the Government has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that it is capable of carrying out and completing the Contract. A Tenderer's failure to so justify and demonstrate to the Government's satisfaction shall entitle the Government to reject the tender.

**10. 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.
- (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.

#### **11. Contract Deposit**

- (a) If the Estimated Contract Value exceeds HK\$1.43 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 10 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 10 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 a Tenderer elects to provide a banker's guarantee,
- (i) the Tenderer shall submit an original letter from a licensed bank within the meaning of the Banking Ordinance (Cap.155) confirming that it will provide to the Government within the time specified in sub-clause (c) above a banker's guarantee in the format set out at Appendix F; and
  - (ii) the banker's guarantee duly executed shall be submitted to the Government in accordance with sub-clause (c) above.
- (e) A Tenderer is required to elect the method of providing a Contract Deposit it prefers by completing and signing in Section 4 of Appendix A to the Terms of Tender. In the event that a Contractor fails to elect which method of providing a Contract Deposit it prefers, it will be assumed that the Contractor will pay the Government the Contract Deposit by way of cash.
- (f) Due payment of the Contract Deposit is a condition precedent to the award of the Contract.

**12. 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 Paragraph 12 (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. Each Tenderer shall thereafter within five (5) working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Tender will not be considered further if complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not

acceptable to the Government. As an alternative to seeking clarification or further information or document, the Government may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.

- (b) The document and information not covered by Paragraph 12 (a)(ii) are:
- (i) price information or quotes required in the Tender Document;
  - (ii) a duly signed Offer to be Bound; and
  - (iii) any other document or information in respect of which it is specified in the Tender Document that a failure to provide to the Government in a Tender at the time of submission of the Tender or by the Tender Closing Time will result in the Tender not being considered.

**13. 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.

**14. 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.

**15. Documents of Unsuccessful Tenderers**

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

**16. 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.

**17. Undisclosed Agency**

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

**18. Personal Data Provided**

- (a) The personal data of any individual provided by a Tenderer in the tender will be used for tender evaluation and contract award purposes.
- (b) A Tenderer shall ensure that, prior to disclosure in the tender, the relevant individual to whom the personal data belongs has acknowledged and consented that his/her personal data may be disclosed to the Government Representative and all parties responsible for tender evaluation in other Government bureaux, departments and non-Government organizations.
- (c) The individual to whom the personal data belongs has the right to access and make correction with respect to personal data as provided for in sections 18 and 22 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.

**19. Offering Gratuities**

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

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

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

**21. Consent to Disclosure**

The Government shall have the right to disclose, without further reference or notice to the successful Tenderer, whenever the Government considers appropriate or upon request (written or otherwise) by any third party information on the awarded Contract, including the name and address of the successful Tenderer, description of the Services, wages levels and working conditions for the successful Tenderer's employees including those of its agents, and the Estimated Contract Value and information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligation under the Contract. In submitting a bid, each Tenderer irrevocably and unconditionally authorizes the Government to make and consents to the Government making any of the disclosure aforesaid. Furthermore, the Government shall have the right to require the successful Tenderer to display wage level and working conditions, including working hours, of its employees, ensuring that their employees (which shall also include those of the successful Tenderer's agents) are being informed of such. The mode of display shall be such as may be specified by the Government from time to time.

**22. 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.

**23. Cancellation and Costs of Tender**

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

**24. Environmental Friendly Measures**

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

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

**25. Tenderer's Enquiries**

- (a) Before the Tender Closing Date, any enquiries should reach Ms. Leah CHAN at telephone no. 2150 7103. The Government officers may at any time request any Tenderer to make enquiries in writing.
- (b) Tenderers shall note that after the Tender Closing Date and before the award of the Contract, they shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Document or their submitted tenders. Any Tenderer who fails to observe this requirement may render its tender being disqualified. The Government reserves the sole right to initiate any contact with Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- (c) Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in the Tender Document.

**26. 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.

**27. Tender Briefing Session**

In order to have a clear understanding of the Contract and the Services before submitting offers, all Tenderers who wish to submit a bid in this Tender are strongly recommended to attend a tender briefing on 11 April 2019 (Thursday) at 10:30 a.m. at Room 701, 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 back to Executive Officer/Marketing (EO/M) to register (either via email: leah\_ky\_chan@afcd.gov.hk or fax 2314 2886) on or before 8 April 2019. Each Tenderer may nominate not more than two representatives to attend the tender briefing session.

**28. Amendments to Tender**

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

**29. 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.

**30. Negotiation**

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

**31. Counterproposal**

Any counterproposal or any offer not in accordance with the terms of the Tender Document 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.

**Appendix A**

**Tenderer's Declaration**

**Section 1 – Tenderer's Portfolio**

1. Name of Tenderer (in English) : \_\_\_\_\_  
(in Chinese) : \_\_\_\_\_

2. Scope of Business : \_\_\_\_\_

3. Registered Office  
(a) Address : \_\_\_\_\_  
\_\_\_\_\_

(b) Telephone Number : \_\_\_\_\_ (c) Fax Number : \_\_\_\_\_

4. Number of employee : \_\_\_\_\_

5. Year of Establishment : \_\_\_\_\_

6. Business status of Tenderer : \_\_\_\_\_  
(e.g. company/partnership/sole proprietorship)  
(a) If a subsidiary, name(s), place(s) and date(s) of incorporation of its immediate and ultimate holding company :  
\_\_\_\_\_

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

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

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

(a) Name \_\_\_\_\_ (b) Telephone Number \_\_\_\_\_

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

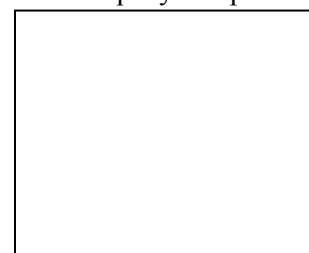
Name in Block Letter : \_\_\_\_\_

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

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

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

Company Chop :



Terms of Tender

**Appendix A**

**Tenderer's Declaration**

**Section 1 – Tenderer's Portfolio**

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

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

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

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

Policy No. ....

Name of Insurance Company .....

Period covered by the Policy is from .....  
to .....

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

.....  
.....

**Note: --**

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

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

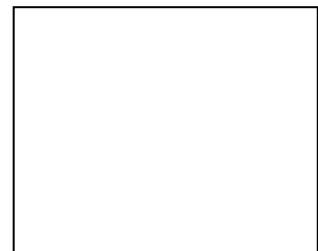
Name in Block Letter : \_\_\_\_\_

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

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

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

Company Chop :



Terms of Tender

**Appendix A**

**Tenderer’s Declaration**

**Section 2 – Tenderer’s Business Experience in Provision of Combined Management Services**

Tenderers must have not less than NINE (9) years’ satisfactory experience in providing combined management services, which include building management services, cleaning services and security services and to not less than NINE (9) different clients during the ten (10) years immediately preceding to the Tender Closing Date.

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 any experience claimed. Any experience claimed with no evidence provided will 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

Signature of Person  
Authorized to sign Tender

: \_\_\_\_\_

Company Chop :

Name in Block Letter

: \_\_\_\_\_

Name of Tenderer

: \_\_\_\_\_

Tel. No. / Fax. No.

: \_\_\_\_\_

Date

: \_\_\_\_\_

Terms of Tender



**Appendix A**

**Tenderer's Declaration**

**Section 3 – Statement of Convictions**

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

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

- (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: -

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

(Use separate sheets if required)

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

Signature of Person

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

Company Chop :

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

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

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

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

Terms of Tender

**Appendix A**

**Tenderer's Declaration**

**Section 3 –Statement of Convictions**

- (b) I/We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. I/We understand that if any of the information contained in this Appendix is found to be incorrect, my/our tender will not be further considered, or my/our Contract will be terminated in accordance with Clause 19 of the Conditions of Contract if I am/we are awarded the Contract.
  
- (c) I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from all Government bureaux/departments and give consent to the Government bureaux/departments concerned to provide information about our conviction records in respect of the Relevant Offences to the Agriculture, Fisheries and Conservation Department for the purposes of assessment of our tender under this tender exercise and subsequent management of the Contract.

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

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

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

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

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

Company Chop :



**Appendix A**

**Tenderer's Declaration**

**Section 4 – Election of method of payment of Contract Deposit**

[Please refer to Clause 11 of the Terms of Tender and Clause 18 of the Conditions of Contract.]

If required under Clause 11 of Terms of Tender, we, the Tenderer, will pay the Contract Deposit :-

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

Signature of Person  
Authorized to sign Tender

: \_\_\_\_\_

Name in Block Letter

: \_\_\_\_\_

Name of Tenderer

: \_\_\_\_\_

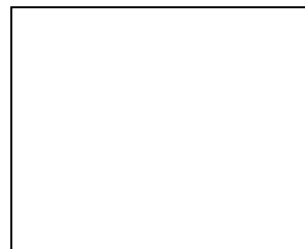
Tel. No. / Fax. No.

: \_\_\_\_\_

Date

: \_\_\_\_\_

Company Chop :



**Appendix B**

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

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

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 of NOT LESS THAN NINE (9) YEARS' satisfactory experience for not less than NINE (9) different clients in 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
- Copy of Security Company Licence

Others

- Copy of Certificate of Insurance

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

---



---

and give consent for the referee(s) to release and provide information to the Agriculture, Fisheries and Conservation Department as regards my/our record of performance concerning the types of services listed in 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  
 Authorized 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 9 of the Terms of Tender.]

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

Description of Services	Monthly Charge (HK\$)	24-Month Service Charge (HK\$)
<b>(I) Charge of Building Management Services</b>		
<b>i. Common Area</b>	(a)	(a) x 24
<b>ii. HAD Area</b>	(b)	(b) x 24
<b>Sub-total (I) :</b>		
<b>(II) Charge of Security Services</b>		
<b>i. Common Area</b>	(c)	(c) x 24
<b>ii. HAD Area</b>	(d)	(d) x 24
<b>Sub-total (II) :</b>		
<b>(III) Charge of Cleaning Services</b>		
<b>i. Common area</b>	(e)	(e) x 24
<b>Sub-total (III) :</b>		
<b>Total Service Charge (I) + (II) + (III) :</b>		

Notes:

- (a) 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.
- (b) Should be equal to the total amount as quoted in Part 2 below.

Authorised Signature &amp; Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

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

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

Terms of Tender

**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.)	
(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.*

Authorised Signature &amp; Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

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

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

**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.

<b>Item</b>	<b>Description of Service</b>	<b>Estimated Requirement</b> (a)	<b>Rate (HK\$)</b> (b)
1	Cost of providing one (1) additional Guard in the Venue	192 hours (8 hours x 24 months)	per hour
2	Cost of providing one (1) additional Cleaner in the Venue	120 hours (5 hours x 24 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.*

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

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

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

**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 13 of the Conditions of Contract.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

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

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_



**Appendix D**

**Staffing Proposal and Wage Proposal for Workers**  
 [Please refer to Clause 4(a) of the Terms of Tender and Contract Schedule 2&3]

**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 4(a) of the Terms of Tender. Tenderers are advised to read Clauses 4(a) to 4(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]

Authorized Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

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

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

**Appendix D**

**Staffing Proposal and Wage Proposal for Workers**

[Please refer to Clause 4(a) of the Terms of Tender and Contract Schedule 2&3]

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.

Authorized Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

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

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

**Appendix E**

**Management Plan, Work Plan and Contingency Plan**

(To be included in Technical Proposal)

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

- i. Management Plan (5-10 pages excluding attachments)
  - Name, expertise and qualification of Tenderer’s managerial, supervisory staff, including Contract Manager and the Building Supervisor;
  - The organization chart of the proposed work force to be deployed by the Tenderer for the provision of Services;
  - Particulars of relevant management plan, description of staff’s responsibilities and prerequisite employment requirements to demonstrate competence;
  - Details of the Tenderer’s training programmes for its operational and supervisory/managerial staff for the performance of the Services;
  - Details of arrangement for supervision and inspection of frontline workers.
  
- ii. Work Plan (5-10 pages excluding attachments)
  - The distribution of work for staff and deployment of staff and resources for completing the Services and meeting the performance requirements;
  - Details of arrangement for provision of leave relief worker to relieve those staff on leave (including rest day, holidays and other leaves) or absent from duty;
  - Monthly working programme and daily work schedule in a sampled month, for example frequencies of regular/night checks for security service, tools/equipment/materials to be used, etc.; and
  - Safety measures adopted in carrying out the Services.

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender : \_\_\_\_\_

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

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

**Appendix E**

**Management Plan, Work Plan and Contingency Plan**

(To be included in Technical Proposal)

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

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; and
- Provision of emergency telephone number and complaint hot line.

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

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender : \_\_\_\_\_

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

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

**Appendix E**

**Management Plan, Work Plan and Contingency Plan**

(To be included in Technical Proposal)

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

(b) Work Plan

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender : \_\_\_\_\_

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

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

**Appendix E**

**Management Plan, Work Plan and Contingency Plan**

(To be included in Technical Proposal)

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

(b) Contingency Plan

Authorised Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign Tender : \_\_\_\_\_

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

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

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

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

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

**WHEREAS**

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

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

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

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

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

(b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and

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

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

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

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

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

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

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



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

- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
  - (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
  - (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
  - (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.
- (6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.
- (7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:
- (a) the date falling **six (6)** months after the expiry of the Contract; or
  - (b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,
- whichever is the later.
- (8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any

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

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

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

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

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

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

(a) upon the Government, at the 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

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

if necessary, the terms and conditions of this Guarantee before entering into this Guarantee.;  
and

(b) no Government officer is authorised to advise on, make representations regarding or amend  
(other than by a written instrument signed by both the Guarantor and the Government) the  
terms and conditions of this Guarantee.

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

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

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

\* Please delete as appropriate

@ See Powers of Attorney Ordinance Chapter 31

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

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

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/01/19)

**Details of the Briefing Session**

Date : 11 April 2019 (Thursday)  
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(s) from our company will attend the Briefing Session: -

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

**NOTE: This form should be completed and returned by fax to the Agriculture, Fisheries and Conservation Department on or before 8 April 2019.**

**Appendix H**

**Sub-contractor's Acknowledgement**  
[Please refer to Clause 3(f) 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.

Authorized Signature & Company Chop : \_\_\_\_\_

Name of Person Authorized to Sign: \_\_\_\_\_

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

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

**PART 2**  
**CONDITIONS OF CONTRACT**

<b>Content</b>	<b>Sheet</b>
1. Contract Period .....	55
2. Provision of Services .....	55
3. Contractor's Acknowledgement.....	56
4. Contractor's Warranties and Undertakings .....	56
5. Contractor's Obligations Relating to Employment of Contractor's Employees.....	57
6. Performance of Contractor's Employees .....	60
7. Personnel Records.....	61
8. Debarment Mechanism and Demerit Point System .....	62
9. Performance Monitoring of the Contractor .....	63
10. Sub-contracting .....	63
11. Inspection and Rejection .....	64
12. Payment to Contractor.....	65
13. Deduction in Monthly Fee .....	66
14. Engagement of Labour .....	67
15. Liability and Indemnity .....	67
16. Public Liability Insurance .....	68
17. Set Off.....	69
18. Contract Deposit .....	69
19. Termination of Contract.....	70
20. Consequences of Termination.....	71
21. Use of Electricity and Water Supplies .....	72
22. Government Property .....	73
23. Government Premises / Contractor's Premises.....	73
24. Non-Exclusivity .....	74
25. Government's Confidential Information.....	74
26. Corrupt Gifts .....	74
27. Publicity .....	75
28. Service of Notice.....	75
29. General Service Arrangements .....	76
30. Monies or Valuables Found by the Contractor's Employees.....	76
31. Entire Agreement .....	76
32. Relationship of the Parties .....	77
33. Governing Law.....	77
34. Disputes Resolution .....	77
35. Waiver and Severability.....	77
36. Assignment.....	77
37. Complaints/Enquiries Handling.....	78
38. Information/Data Handling .....	78
39. Variations .....	78

40.	Review of the Management Plan, Work Plan and Contingency Plan.....	78
41.	Contracts (Rights of Third Parties) Ordinance.....	78
42.	Assistance in Legal Proceedings and Retention of Records .....	78
	Annex A Sample of Accountant’s Certificate for Payment Application .....	80

**PART 2**  
**CONDITIONS OF CONTRACT**

**1. Contract Period**

- (a) The Contractor shall provide the Services to the Government, for a period of twenty-four (24) months for the period commencing on 1<sup>st</sup> September 2019 and expiring on 31<sup>st</sup> August 2021, 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 twenty-four 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 twenty-four 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) 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 emergency services in relation to building management (including working overtime for regularly engaged Worker or providing additional Guards and/or Cleaners) and will, within three (3) hours, 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.
- (c) All of the Services provided by the Contractor including those provided under Clause 2(b) hereof will be payable in accordance with the rates of charges specified in Contract Schedule 4. 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**

The Contractor acknowledges that-

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

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

The Contractor warrants and undertakes to the Government that: -

- (a) the Contractor and all the Contractor's Employees shall have the necessary skills, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract;
- (b) the Contractor shall carry out and provide the Services with all due diligence and in a proper, skilful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
- (c) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provision of the Services, including the obtaining and maintaining of all necessary licences or permits;
- (d) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquires made by the Government Representative;
- (e) the Contractor shall not employ illegal workers or aid and abet another person to breach his condition of stay in the execution of this Contract;
- (f) the Contractor shall comply with all reasonable instructions and directions on all matters relating to the Contract as the Government Representative may from time to time issue to the Contractor;
- (g) the Contractor shall comply with requirements of the Occupational Safety and Health

Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of all Contractor's Employees. The Contractor shall take all necessary measures, including the provision of proper protective gear and proper training to ensure the safety of all Contractor's Employees during the provision of the Services. In the event of any Contractor's Employees or Contractor's sub-contractors or agents suffering from any personal injury or death in the course of provision of Services and whether there be a claim for compensation or not, the Contractor shall within twenty-four (24) hours give notice in writing of such personal injury or death to the Government Representative;

- (h) the Contractor shall be responsible for the good conduct of Contractor's Employees, permitted sub-contractors and agents (if any) while they are performing the Services at the Contract Area under the Contract and shall ensure that they comply with the Code of Conduct for the Contractor's Employees set out in Contract Schedule 6 which may be amended from time to time by the Government Representative. The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees or the Contractor's permitted sub-contractors or agents (if any) engaged or deployed for the purpose of the Contract. Any of the Contractor's Employees, the Contractor's sub-contractors or agents so removed shall be replaced as soon as possible by a competent substitute within such time as specified by the Government Representative.

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

- (a) The Contractor shall employ sufficient number of suitably trained, experienced and competent managerial and site supervisory staff 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.
- (c) The Contractor shall promptly pay or shall ensure prompt payment of wages to the Contractor's Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract. The Contractor shall use

autopay for payment of wages to the Workers (payment by cheque is only allowed upon termination of employment contract and is made at request of the Workers concerned).

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift in which the Non-skilled Worker has worked, the Contractor shall pay the Non-skilled Worker for that day/shift at least 150% of the Non-skilled Worker's

original pay for the hours worked in that day/shift. Detailed requirements on the extra wages payable for working under typhoon signal no. 8 or above are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein. For the avoidance of doubt, the extra wages stipulated in this sub-clause shall also apply to a Non-skilled Worker with whom the Contractor is not required to enter into the Standard Employment Contract.

- (j) The Contractor shall enter into a 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.
- (k) 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.
- (l) Without prejudice to the generality of Clause AA.2 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.
- (n) 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 all obligations in this Clause 5, as if references to "Contractor" read "sub-contractor". 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 in this Clause 5 shall be deemed to be a breach of the Contract on the part of the Contractor, which, without prejudice to any other remedies in the Contract, entitles 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. Personnel Records**

- (a) The Contractor shall maintain or shall ensure to be maintained proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to the Contractor's Employees, bank autopay returns, receipts of wages and records of contributions to the mandatory provident fund schemes. Such records shall also include the name, identity card number,

photograph, grade, qualifications and/or record of experience (of manager and supervisor ranks only) and age of each of the Contractor's Employees.

- (b) The Contractor shall enter into written Standard Employment Contract (if the contractual period exceeds seven (7) days) with accompanying guidance notes with each of the Workers in accordance with Clause 4(e) above, and shall ensure that all Contractor's Employees fully understand all contents of the Standard Employment Contract. Copies of the signed employment contract should be kept by the Contractor, the Employees and the Government for record and for monitoring of the Contractor's compliance with the Contract.
- (c) The Contractor shall within fourteen (14) days from the Commencement Date of the Contract provide the Government Representative with copies of the Standard Employment Contracts entered into under sub-clause (b) above at its own costs. In the event that there is any subsequent change of concerned Employees and/or of the terms of the Standard Employment Contract as approved by the Government Representative, the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new Standard Employment Contract entered into or any employment contract as amended, as the case may be, at its own cost.
- (d) The Contractor shall keep proper records of all amendments, variation or cancellation to the Standard Employment Contracts and the wage payment to the Contractor's Employees.
- (e) Any breach of the undertaking in sub-clause (a) to (d) above in respect of written Standard Employment Contracts with Contractor's Employees shall be construed as a material breach of the Contract and the Government shall have right to terminate the Contract.
- (f) The Contractor shall not vary the terms and conditions of the Standard Employment Contract without the prior written approval of the Government Representative.
- (g) If requested by the Government Representative, the Contractor shall produce evidence to satisfy the Government Representative that the terms and conditions specified in the Standard Employment Contracts have been complied with. The Government Representative may at any time during the Contract Period approach the Contractor's Employees to verify the information provided by the Contractor. If requested by the Government Representative, the Contractor shall make arrangement for any or all of the Contractor's Employees to meet the Government Representative or the representatives of the Labour Department.
- (h) The Contractor shall obtain consent from the Contractor's Employees for disclosure of their personal data, the Standard Employment Contracts and all other records of employment to the Government Representative and the representatives of the Labour Department for the purposes of the Contract.
- (i) All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.

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

- (a) If the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the

Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in 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 sub-clauses (b) or (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.
- (e) The Contractor shall comply or shall ensure the compliance with the terms and conditions set out in the written Standard Employment Contracts. If the Contractor is in breach of the terms and conditions in the Standard Employment Contracts **not** in connection contractual obligations relating to Demerit Points and **not** in connection with the Relevant Offences, the Government Representative shall be entitled to record in writing a Notice of Default and serve the same upon the Contractor.

#### **9. Performance Monitoring of the Contractor**

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

#### **10. Sub-contracting**

- (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 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 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.

## **11. Inspection and Rejection**

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor's Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed before payment shall be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.
- (c) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. If in any particular case the Services provided by the Contractor has failed to meet the performance standards required under the Contract or any terms and conditions of the Contract, the Government Representative shall be entitled to instruct/advise the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully with the performance standards required under the Contract and terms and conditions of the Contract.
- (d) Within twenty-four (24) hours of being notified verbally or in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services. If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 11(c) 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.

**12. Payment to Contractor**

- (a) Subject always to the terms and conditions hereof, and the Contractor having performed the Services in accordance with the terms and conditions of the Contract to the satisfaction of the Government, the Government shall pay to the Contractor the Monthly Fee in accordance with the following formula: -

$$\begin{array}{r}
 \text{(Monthly Rate)} \\
 + \\
 \text{(Any total charges for additional Contractor's Employees and} \\
 \text{additional Services provided by the Contractor under Clause 2} \\
 \text{of the Conditions of Contract)} \\
 \text{Monthly Fee payable to Contractor} = \quad - \\
 \text{(Total deductions calculated under Clause 13 of the Conditions} \\
 \text{of Contract)} \\
 \quad - \\
 \text{(Such other sums the Government is entitled to deduct pursuant} \\
 \text{to other provisions of the Contract)}
 \end{array}$$

All costs and expenses in connection with the appointment and employment of the 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 28 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.

### **13. 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).

**14. Engagement of Labour**

- (a) The Contractor shall make its own arrangements in regard to the provision of such labour, skilled or unskilled, as may be required for the execution, completion, and maintenance of the Services and shall use all diligence and in compliance with all relevant laws and regulations in arranging for a sufficient and suitable supply of such labour.

**15. Liability and Indemnity**

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

Contractor's sub-contractors or agents.

- (d) For the purposes of this Clause, "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (e) The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.
- (f) This Clause 15 shall survive the completion, termination and/or expiration of this Contract, however occasioned.

#### **16. 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.

## **17. Set Off**

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

## **18. Contract Deposit**

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

#### **19. 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 in relation to the Relevant Offences in the tender submission of the Contractor during the tendering process; or
  - (ix) the Contractor is found to have employed any person who is forbidden under the laws of Hong Kong or not permissible for whatever reasons to undertake any employment in Hong Kong, whether for this Contract or any other contracts, or to have aided and abetted another person to breach his condition of stay; or
  - (x) the Contractor obtains three Demerit Points arising from this Contract over a rolling period of 36 months; 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 18(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.

## **20. Consequences of Termination**

- (a) Save for those provisions which are expressed to or which in their context appropriately survive termination, the Contract shall be of no further force and effect, provided always the Government's rights and claims under the Contract or otherwise at law (I) arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract) or (II) which have otherwise accrued or arisen prior to termination, shall not be prejudiced.
- (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 19(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 19(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 Contractors' 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).

## **21. 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.

## **22. Government Property**

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

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

- (a) The Government may at its sole discretion provide free of charge office and/or storage space within the 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.

#### **24. Non-Exclusivity**

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

#### **25. 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 are aware of and comply with the provisions of this Clause. This Clause shall survive the completion, termination and/or expiration of this Contract, however occasioned.

#### **26. 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.

## 27. 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.

## 28. Service of Notice

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

	<u>Address</u>	<u>Fax. No.</u>
(i) the Government:	Fisheries Marketing Section, 8/F Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon.	2314 2866
(ii) the Contractor:	As stated in Appendix A to Terms of Tender	As stated in Appendix A to Terms of Tender

- (b) 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.

## **29. 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 provident 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.

## **30. 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.

## **31. 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.

**32. 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.

**33. Governing Law**

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

**34. 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.

**35. 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.

**36. Assignment**

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.

**37. Complaints/Enquiries Handling**

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

**38. Information/Data Handling**

The Contractor shall ensure that all their employees/staff will not disclose any information/data collected 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.

**39. 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.

**40. 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.

**41. 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).

**42. Assistance in Legal Proceedings and Retention of Records**

- (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.
  
- (c) 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

Contract Schedule 1	Definition	83
Contract Schedule 2	Service Requirements	84
Contract Schedule 3	Particulars and Facilities of the venue requiring services	111
Contract Schedule 4	Price Schedule	118
Contract Schedule 5	Staffing Schedule and Monthly Wage for Cleaners	119
Contract Schedule 6	Code of Conduct for the Contractor's Employees	120
Contract Schedule 7	Management Plan, Work Plan and Contingency Plan	121
Contract Schedule 8	Green Guidelines for Cleansing Services	122

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' experience in management of contracts for building management services,
  - (ii) 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.

(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:

Tender Ref.: AFCD/CMS/01/19

- 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) Manage 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 Services

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

- (ii) 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

- (iii) The gardener 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.
- (iv) All water points should be securely locked after watering operation.
- (v) 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.
- (vi) 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

- (vii) 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.
- (viii) 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

- (ix) 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.
- (x) 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.
- (xi) 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

- (xii) Prune and remove branches at the appropriate time of the year depending on species or instructed by the Government Representative using sharp clean implements.
- (xiii) 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.
- (xiv) Pruning of hedges and shrubs shall be carried out as required or as instructed by the Government Representative.

Soil Conditioning and Mulching

- (xv) 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.
- (xvi) 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
- (xvii) 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

- (xviii) 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

- (xix) 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.
- (xx) 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.

Pest and Disease Control

- (xxi) The Contractor shall prevent and eradicate the infestation and infection of pests and diseases problems on plants by physical, biological and chemical means.
- (xxii) 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.
- (xxiii) 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.
- (xxiv) 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.
- (xxv) 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.

Security of Tree Stakes and Tree Ties

- (xxvi) 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

- (xxvii) 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.
- (xxviii) 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.

- (xxix) 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.

(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.

Tender Ref.: AFCD/CMS/01/19

- (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\$400 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.

Tender Ref.: AFCD/CMS/01/19

- (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

Tender Ref.: AFCD/CMS/01/19

- 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 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 (including 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) 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. The Pest Control Work schedule and details are specified in Part 2 of Annex I.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) The Contractor shall maintain a daily labour return recording the name, deployment and working time of its Cleaners for inspection and record purposes.
- (n) The Contractor shall provide emergency Cleaning Services as and when required by the Government Representative or the Management and make immediate

Tender Ref.: AFCD/CMS/01/19

rectification on receipt of any complaint.

- (o) 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
		(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, 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 –
- carrying out weekly fogging at the Landscape Deck and Entrance Plaza to eliminate the adult mosquitos;
  - 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;
  - conducting ad hoc operation in case of outbreak of mosquito-borne disease; and
  - application of pesticide at least once per month or upon request by the Government Representatives.
- (i) 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.
  - (ii) The Contractor shall ensure no application of knock-down pesticides by pneumatic sprayer in the daily control of mosquitoes / biting midges.
  - (iii) 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.
- (c) The Contractor shall carry out anti-rodent service, such as application of rodenticides, setting up traps as and when necessary.

Tender Ref.: AFCD/CMS/01/19

- (d) 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 disinfestation process to ensure safety to and hygiene of persons and prevent damage to private and Government property.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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

Tender Ref.: AFCD/CMS/01/19

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.

(m) 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 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

Tender Ref.: AFCD/CMS/01/19

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 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.

Tender Ref.: AFCD/CMS/01/19

**(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 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.

Tender Ref.: AFCD/CMS/01/19

**(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 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 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.

<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

Tender Ref.: AFCD/CMS/01/19

<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>	2 Nos. 15 Nos
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**

	<b>Particular</b>	<b>Detail</b>
(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 <sup>1</sup> : about 7,585 m <sup>2</sup> (ii) HAD Area (including community hall and spectator stand ): about 3,707 m <sup>2</sup>
(e)	Nos. of Storey	4

**Section B - Building Services Facilities**

	<b>Particular</b>	<b>Detail (no./location/serving area/specification)</b>	
		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> Landscape Deck (about 3,723m<sup>2</sup>) is part of the Common Area. 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)	
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; except 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) (ii) Pump (iii) Storage Water Tank (iv) Meter	Sea 2 up-feed 2 booster 933L + 2802L 1 main	The whole building is using the common pumps / tanks / meter
(b) Fresh Water System (i) Pump (ii) Storage Water Tank (iii) Meter	2 pumps 405L watering plant water tank on 2/F 1	2 pumps 630 L water tank on 2/F for Community Hall. 1 meter for Community Hall, 1 meter for Spectator Stand.
(c) A/C Make-up Water System (i) Pump (ii) Storage Water Tank (iii) Meter	N/A	2 nos. of upfeed pumps for A/C make-up water installed at 2/F compensating water pump room.  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.  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

<b>Floor</b>	<b>Responsible Users / Tenants</b>	<b>Facility / Office Name</b>
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 and Contingency Plan**  
**(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>Shall contain no reactive chlorine compounds</li> <li>Shall contain 0% EDTA according to ASTM D1767 Standard Test Method for EDTA in Soaps or Synthetic Detergents or equivalent</li> <li>Shall contain no APEO</li> <li>The product offered should be at least 90% biodegradable</li> <li>Should not contain more than 5% by mass VOC</li> <li>The pH of aqueous solution of the detergent, determined by the method described in BS 3762 or latest edition, shall be not higher than 10.5</li> <li>Should contain no halogenated organic substances or solvents</li> </ul>
<b>Laundry detergent / Soap</b>	<ul style="list-style-type: none"> <li>Shall contain no reactive chlorine compounds</li> <li>Shall contain 0% EDTA according to ASTM D1767 Standard Test Method for EDTA in Soaps or synthetic Detergents or equivalent</li> <li>Shall contain no APEO</li> <li>The product offered should be at least 90% biodegradable</li> <li>Should not contain more than 5% by mass VOC</li> <li>Should not use phosphonates during manufacturing of the products</li> <li>Should not be formulated with optical brighteners</li> </ul>
<b>Sanitary detergent</b>	<ul style="list-style-type: none"> <li>Shall contain 0% EDTA according to ASTM D1767 Standard Test Method for EDTA in Soaps or Synthetic Detergents or equivalent</li> <li>Shall contain no APEO</li> <li>The product offered should be at least 90% biodegradable</li> <li>Should not contain more than 5% by mass VOC</li> <li>The product should not contain halogenated substances</li> <li>Should not be formulated with any chemicals that are included in the International Agency for Research on Cancer lists for proven (Group 1) , probable (Group 2A), or possible (Group 2B) carcinogens</li> </ul>
<b>Soap toilet liquid</b>	<ul style="list-style-type: none"> <li>Should contain 0% EDTA according to ASTM D1767 Standard Test Method for EDTA in Soaps or Synthetic Detergents or equivalent</li> <li>Shall contain no APEO</li> <li>The product offered should be at least 60% biodegradable</li> <li>pH of 5% solution ranges from 6-10</li> <li>Bio-accumulative preservatives are not allowed</li> </ul>
<b>Cleaning rags and cotton waste</b>	<ul style="list-style-type: none"> <li><b>Cleaning Rags</b> <ol style="list-style-type: none"> <li>Addition of optical brighteners should not be permitted</li> <li>The content of detectable formaldehyde in the final product should not exceed 0.15 mg/kg. The determination should be made in accordance with DIN EN ISO 15320:2004</li> <li>The content of pentachlorophenol in the final product should not exceed 0.15 mg/kg. The determination should be made in accordance with DIN EN ISO 15320:2004</li> </ol> </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>Should not be formulated or manufactured with builders belonging to phosphates</li> <li>Should not be formulated or manufactured with surfactants belonging to alkylpneonol ethoxylates</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.

**Provision of Combined Management Services at Tuen Mun  
Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)**

**Part 4  
OFFER TO BE BOUND**

1. Having read the Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.

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

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

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

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

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

Policy No. ....

Name of Insurance Company .....

Period covered by the Policy is from to .....

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

.....  
.....

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

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

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

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

Signature(s):.....

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

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

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

**Provision of Combined Management Services at Tuen Mun  
Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)**

**PART 5  
MEMORANDUM OF ACCEPTANCE**

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

I .....

*(Name and position of officer)*

accept your tender for the Contract (as defined in the Tender Document) to provide the Services (as defined in the Tender Document) on and subject to the terms and conditions set out in the Contract.

Dated this ..... day of ..... 2019.

Signed by the said.....

in the presence of :.....

.....  
.....

.....  
.....

**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, 4, 5 and 6 of the Terms of Tender, please tick “✓” in the boxes below to indicate you have completed and submitted the documents required.**

- Part 1 Appendix A - Tenderer's Declaration**
  - Section 1 Tenderer Portfolio
  - Section 2 Tenderer's Business Experience in Provision of Combined Management Services
  - Section 3 Declaration of Conviction of Offences
  - Section 4 Election of Method of Payment of Contract Deposit
- Part 1 Appendix B – Supporting Documents to be Submitted by the Tenderer**
  - Copy of a valid Business Registration Certificate
  - Copy of the current Memorandum and Articles of Association, the Certificate of Incorporation and any other corporate documents evidencing business status (where applicable)
  - Copy of documentary evidence of relevant experience
  - Copy of Certificate of ISO Accreditation
  - 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 and Contingency Plan**
- Part 1 Appendix H - Sub-contractor’s Acknowledgement (if applicable)**
- Part 4 Offer to be bound duly completed and signed\*\*\***
- Submission in Triplicate**
- All submissions should be enclosed in a sealed plain envelope and marked as follow:**

**“Tender for Provision of Combined Management Service for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM). (Tender Reference: AFCD/CMS/01/19)”**

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.**