

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

**TENDER FOR THE PROVISION OF SERVICES**

Tender Ref: A/CD/IO/AMO/01/23

**TENDER FORM**

Contract No. : \_\_\_\_\_

**LODGING OF TENDER**

To be acceptable as a tender, this form, properly completed in **five (5) copies** and enclosed in a sealed plain envelope marked "Tender for the Provision of Building Management Services for the Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon."

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department, must be deposited in the Government Logistics Department Tender Box situated on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before 12:00 noon (time) on 16 February 2024 (date) (Hong Kong time). Late tenders will not be accepted.

**INTERPRETATION**

**PART 1 - TERMS OF TENDER**

**PART 2 – GENERAL CONDITIONS OF CONTRACT**

The Interpretation, the Terms of Tender and the General Conditions of Contract contained in the Government documents ref. **BD-TERMS-2 (January 2023)** form part of the Standard Terms and Conditions of this Tender. Such documents are available for viewing and downloading from the website: <https://pcms2.gld.gov.hk>. Copies of these documents can also be obtained from the Procurement Division, Government Logistics Department, 9/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong (Internet Homepage – <https://www.gld.gov.hk>).

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**PART 3C – OTHER TENDER DOCUMENTS**

The Interpretation (Supplement)  
The Terms of Tender (Supplement)

Dated this 22 day of December 2023

\_\_\_\_\_  
(Dr. Thomas SIT) AD/IO

Government Representative

**PART 4 - OFFER TO BE BOUND**

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

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

: \_\_\_\_\_

Name of the Tenderer

: \_\_\_\_\_

Name and title of the authorized signatory (where applicable)

: \_\_\_\_\_

Date

: \_\_\_\_\_

Note:

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

**PART 5 - MEMORANDUM OF ACCEPTANCE**

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

I \_\_\_\_\_  
( *Name and position of officer* )

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

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed by the said

In the presence of:

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**Tender for the Provision of Building Management Services  
for the Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**INTERPRETATION (SUPPLEMENT)**

The following definitions appearing in the Interpretation Section of the Standard Terms and Conditions under BD-TERMS-2 (January 2023) shall be deleted:

“Alternative Authentication Method” or “AAM”, “Electronic Tendering”, “e-Tender Box” or “ETB”, “ETB User”, “Identification Code”, “Procuring Department”, “terms and conditions of use of the PCMS and the e-Tender Box”, “website of the e-Tender Box” and “Tender Form”

The following definitions shall replace the original definitions appearing in the Interpretation Section of the Standard Terms and Conditions under BD-TERMS-2 (January 2023):

<b>Defined Terms</b>	<b>Definitions</b>
“AAM”	means the alternative authentication method of using a Personal Identification Number for the submission of a Tender via the e-TS in lieu of the use of a digital certificate;
“Electronic Tendering”	means the making and submission of a Tender through the e-TS whether through the use of a digital certificate or through the use of AAM;
“Procuring Department”	means the Government bureau and department specified as such in the Appendix which uses the e-TS for handling tendering process of selected projects;
“Tender Form”	means: <ul style="list-style-type: none"> <li>(a) in the case of a Tender submitted in paper form, the Tender Form G.F. 231 issued for the Invitation to Tender; and</li> <li>(b) in the case of a Tender submitted electronically, the tender form available on the e-TS for completion electronically;</li> </ul>

**The following new definitions shall be added to the definitions appearing in the Interpretation Section of the Standard Terms and Conditions under BD-TERMS-2(January 2023):**

<b>Defined Terms</b>	<b>Definitions</b>
“e-TS”	means the electronic tendering platform of the Government for e-TS Registered Users to download tender documents, and any subsequent addenda and supplementary information; and submit Tenders electronically;
“e-TS User”	means a person who has registered and activated an account on the e-TS for using the e-TS and its services;
“terms and conditions of use and participation of the e-TS”	means all those terms and conditions for the use of the e-TS from time to time published on the website of the e-TS including the “Terms and Conditions of Use and Participation of the e-TS” in the version prevailing immediately prior to the Tender Closing Date;
“website of the e-TS”	means the website(s) specified for downloading tender documents, and any subsequent addenda and supplementary information; and submit Tenders which can be accessed through the relevant link(s) posted in the tender notice(s) of the Procuring Department(s);
“PIN”	means a unique 8-character code personal identification pin generated by the e-TS and sent to the email account designated by the e-TS User upon the request of the e-TS User for the submission of a Tender;

Paragraph 1.2(s) of the Interpretation Section of the Standard Terms and Conditions under BD-TERMS-2 (January 2023) shall be replaced by:

“references to “in writing” include manuscript, typewriting, printing, lithography, photography, facsimile, electronic mail, information which can be viewed on the e-TS, and any other modes of representing and reproducing words in a legible form;”

**In the documents issued by the Government in connection with this Invitation to Tender and the Contract that is made pursuant to this Invitation to Tender, unless otherwise defined or the context otherwise requires:**

1.1 The following expressions bear the same meanings as set out below:

"Additional Transition-out Services"	means services, required by the Government to be performed during the Transition-out Stage which fall outside the scope of the Services under the Contract or fall outside the Services described in the Transition-out Plan;
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“Cleaner” or “Cleaners”	means the cleaning workers to be deployed by the Contractor in accordance with the manpower requirements contained in Contract Schedule 4 for the performance of the duties as more particularly described in Item 3 of Part 3A - Service Specifications;
"Cleaning Supervisor"	means the Cleaning Supervisor to be deployed by the Contractor in accordance with the manpower requirements contained in Contract Schedule 4 to supervise the Cleaners and to perform the duties as more particularly described in Item 3 of Part 3A - Service Specifications;
"Commencement Date"	means the date as may be specified by the Government Representative in the letter notifying conditional acceptance of offer referred to in Clause 9.2 of the Terms of Tender (Supplement);
"Contingency Plan"	means the contingency plan submitted by the Contractor in Contract Schedule 2 - Proposals on Execution Plan with such modifications as may be agreed by the Government Representative;
"Contract"	means the contract made between the Government and the Contractor for the supply of the Services on the terms and conditions set out in the Tender Documents, the Tender submitted by Contractor (to the extent accepted by the Government), the Letter of Acceptance issued by the Government to that Contractor, and the attachments to any of the above;
"Contract Deposit"	means the sum of money deposited by the Contractor by cheque, cashier's order, cash or in the form of banker's guarantee referred to in Clause 11 of the Terms of Tender (Supplement) and Clause 18 of the Special Conditions of Contract;
"Contract Period"	means, subject to early termination or extension provided for in the Contract, <b>a period of thirty-six (36) months, inclusive of a transition period of three (3) months</b> , beginning from the Commencement Date to be specified by the Government Representative in the letter notifying conditional acceptance of offer;
"Contract Schedules"	means the contract schedules attached hereto;
"Contract Venue"	means the Animal Management and Animal Welfare Building Complex (AMAWBC) situated at 16 Shing Yau Street, Kai Tak, Kowloon, and the ancillary areas as shown in the site plan contained in Appendix A to Part 3A - Service Specifications, subject to any amendments made by the Government Representative for the purposes of the Contract;
"Contractor"	means the Tenderer whose Tender is accepted by the Government;
"Contractor's Management Team"	means the team of persons, agents or employees of the Contractor and the permitted sub-contractors who are designated by the Contractor to be responsible for the supervision of the Personnel and coordination and management of all matters incidental to the provision by the Contractor of the Services to the Government;

- "Debarment Period" means the period during which a Tenderer is debarred from tendering for any Non-skilled Worker Contract due to:
- (a) conviction of any of the Relevant Offences, as provided under Clause 7.1.1 of Terms of Tender (Supplement); or
  - (b) accumulation of three (3) Demerit Points over a rolling period of 36 months, as provided under Clause 7.2 of Terms of Tender (Supplement);
- "Demerit Points" means the demerit point issued by any Government bureaux or departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of:
- (a) wages;
  - (b) holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
  - (c) wages at a rate of at least 150% for Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
  - (d) daily maximum working hours;
  - (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;
  - (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
  - (g) gratuity payable to Non-skilled Workers as provided under Clause 7.1 of the Special Conditions of Contract (where applicable);
  - (h) gratuity payable to Non-skilled Workers as provided under Clause 7.2 of the Special Conditions of Contract (where applicable);
  - (i) gratuity payable to Supervisory Staff as provided under Clause 8 of the Special Conditions of Service (where applicable); and
  - (j) compliance with all of the provisions in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources.
- "EMSD" means the Electrical and Mechanical Services Department;
- "Estimated Contract Price" means the sum of the Total Amount of Monthly Rated Services, the Total Amount of Special Services and the Total Amount of Additional Services in accordance with the provisions of the Contract, as quoted by the Contractor in Part A of Contract Schedule 1 as the estimated total amount of payment for the provision of the Services;

“Environmental Protection, Sustainability, Social Responsibility or Governance Proposal” or “ESG Proposal”	means a proposed measure or arrangement that will improve environmental protection, sustainability or social responsibility or governance which may but need not be directly relevant to the procurement covered by this Invitation to Tender, but which can bring about positive value(s) and/or benefit(s) to the Government or the public at large;
"General Holiday" or "Public Holiday"	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong);
"Government Representative"	means the Director of Agriculture, Fisheries and Conservation or any officer authorised by the Director of Agriculture, Fisheries and Conservation for the purposes of the Contract;
"Guards"	means collectively the Senior Security Guard and Security Guards;
“Heat Stroke Prevention Work Plan”	means a plan to be known as the Heat Stroke Prevention Work Plan as detailed in Paragraph (d) and to be submitted by the Tenderer as of Terms of Tender (Supplement);
"Innovative Suggestions" (in upper or lower case)	means a Pro-innovation Proposal or an ESG Proposal.;
“Innovative Suggestion Schedule”	means a schedule attached at Annex to Appendix A to Terms of Tender (Supplement) for completion of the Innovation Suggestions to be offered by the Tenderer.
"Maintenance Personnel"	means any person assigned by the Government in providing relevant maintenance services, including but not limited to EMSD staff and/or staff of other contractor(s);
"Management Committee"	means the committee described in Clause 27 of the Special Conditions of Contract;
"Monthly Total Fee"	means the amount payable by the Government to the Contractor for the Services for a particular month, subject to any deduction made in accordance with the terms and conditions of the Contract;
"Monthly Total Rate"	means the monthly total rate as stipulated in Part A1 of Contract Schedule 1;
"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 Security 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, include this Contract;
"Original Tender Closing Date"	means the latest date and time specified in the Tender Form as the latest date and time before which Tenders must be deposited with the Government, regardless of whether the date and time has been extended subsequently;
"Organisation and Supervision Plan"	means the organisation and supervision plan submitted by the Contractor in Contract Schedule 2 - Proposals on Execution Plan with such modifications as may be agreed by the Government Representative;
"Parties" (in upper or lower case)	means the Government and the Contractor; and "Party" (in upper or lower case) means any one of them;
"Personnel"	means person/persons, including employees of the Contractor and sub-contractors who is/are deployed by the Contractor to perform the Services under the Contract;
"Predecessor Ordinance"	means the Companies Ordinance (Cap. 32) as in force from time to time before the commencement of the new Companies Ordinance (Cap. 622);
"PRC"	means the People's Republic of China;
"Price Proposal"	means the price information in Contract Schedule 1;
"Post Implementation Review"	means the review of the performance of the Contract conducted by the parties within six (6) months after the Commencement Date of the Contract as referred to in Clause 28 of the Special Conditions of Contract;
"Professional Qualifications"	means Fellows and/or Members of the Royal Institute of Chartered Surveyors (RICS), The Hong Kong Institute of Surveyors (HKIS), The Hong Kong Institute of Facility Management (HKIFM), British Institute of Facility Management (BIFM), The Hong Kong Institute of Housing (HKIH) or equivalent;
Pro-innovation Proposal	means a proposal that adopts any one or more of the following: technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the Services proposed by the Tenderer in its Tender to be assessed under assessment criterion (4)(a) of the Marking Scheme in Appendix A to Terms of Tender (Supplement);
"Property Manager"	means the Property Manager appointed by the Contractor in accordance with Item 1 Clause 5 of Part 3A - Service Specifications;
"Property Management"	means the Building Management Services, including Security and Guarding Services, and Cleaning Services, which are/were carried out under the same contract for the Contract Venue;

"Relevant Offences"	means the offences as defined in Clause 7.1.1 of Terms of Tender (Supplement);
"Review Mechanism"	means the mechanism under which any person who is debarred from tendering for any Non-skilled Worker Contract due to conviction of any of the Relevant Offences may apply to the Central Tender Board of the Government to review the length of the Debarment Period. Details of the mechanism are set out in the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at <a href="http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm">http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm</a> . For the avoidance of doubt, the Review Mechanism does not apply to the Debarment Period imposed as a result of accumulation of Demerit Points;
"Security Company Licence"	means a valid Type I Security Company Licence issued by the Security and Guarding Services Industry Authority under section 21 or renewed under section 23 of the Security and Guarding Services Ordinance (Cap. 460) for provision of security guard services;
"Security Guard(s)"	means the Security Guard(s) who hold(s) a valid Category B Security Personnel Permit issued under the Security and Guarding Services Ordinance (Cap. 460) and is to be deployed by the Contractor in accordance with the manpower requirements contained in Contract Schedule 4 for the performance of Services as more particularly described in Item 2 of Part 3A- Service Specifications;
"Security Personnel Permit"	means a permit issued to an individual by the Commissioner of Police under section 14 of the Security and Guarding Services Ordinance, (Cap. 460) for doing the type of security work described in the Contract;
"Senior Security Guard"	means the Senior Security Guard to be deployed by the Contractor in accordance with the manpower requirements contained in Contract Schedule 4 to supervise and be responsible for the performance of Security Guards and for the performance of Services as more particularly described in Item 2 of Part 3A - Service Specifications;
"Services"	means the services to be provided by the Contractor to the Government as specified in the Service Specifications;
"SMW plus rest day pay rate"	means the SMW rate plus one paid rest day for every period of seven (7) days, irrespective of the number of working days in the seven (7) day period;
"Special Protective Gear"	includes special items of headgear, eye shield, earmuff, gloves, clothing, footwear and covering worn for protection of human body from contamination. The Government Representative may specify the design and specifications of such Special Protective Gear as he considers necessary or appropriate;
"Staff"	means proposed full time management level personnel of the Tenderer and employees of the Contractor and sub-contractors to perform the Services under the Contract;

"Standard Employment Contracts"	means the written employment contracts to be entered into between the Contractor and the Non-skilled Workers [except a temporary relief worker whose period of engagement does not exceed seven (7) days] and, where applicable, the written employment contracts entered into between the sub-contractor and its Non-skilled Workers performing such Services if sub-contracting is approved, samples of such contract and guidance notes (updated on 17.5.2023) promulgated by the Labour Department can be viewed or downloaded from the CCGO Internet Homepage < <a href="https://fb.host.cngo.hksarg/sec/sec.htm">https://fb.host.cngo.hksarg/sec/sec.htm</a> >;
"Statement of Convictions"	means the Statement of Convictions in respect of the Relevant Offences in the form in Part C of Contract Schedule 5;
"Statutory Minimum Wage" or "SMW"	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 in Part D of Contract Schedule 5;
"Transition-in Plan"	means the transition-in plan submitted by the Contractor as stipulated in Clause 31.1 of the Special Conditions of Contract with such modifications as may be agreed by the Government Representative;
"Transition Period"	means the first 3 months of the Contract Period during which the Contractor assumes the performance of the Services with skeleton manpower as specified in Part (I) of Part A of Contract Schedule 4 before the Contractor is instructed by the Government Representative to perform the Services with full strength of manpower requirement as specified in Part (II) of Part A of Contract Schedule 4;
"Transition-out Plan"	means the transition-out plan submitted by the Contractor as stipulated in Clause 32 of the Special Conditions of Contract with such modifications as may be agreed by the Government Representative;
"Transition-out Stage"	means (a) the period of three (3) months prior to the expiry date; or (b) any other period stated in the Transition-out Plan as accepted by the Government Representative in writing;
"Work Plan"	means the work plan submitted by the Contractor in Contract Schedule 2 - Proposals on Execution Plan with such modifications as may be agreed by the Government Representative;
"Worker" or "Workers"	means the Property Manager, Senior Security Guard, Security Guards, Cleaning Supervisor and Cleaners; and
"working hours"	means the working hours of each shift of Security and Cleaning Personnel as specified in the Service Specifications.

1.2 The following rules of interpretation apply:

- (a) references to statutes or statutory provisions means references to those statutes or statutory

- provisions as replaced, amended, modified or re-enacted from time to time, and includes all subordinate legislation made under those statutes;
- (b) words importing the singular includes the plural and vice versa; words importing a gender includes all other genders; references to any person includes any individual, firm, body corporate or unincorporate (wherever established or incorporated);
  - (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Documents or the Contract;
  - (d) references to a document:
    - (i) include all schedules, appendices, annexures and other materials attached to such document; and
    - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Documents or the Contract;
  - (e) references to "Tenderer" or "Contractor" include its permitted assigns, successors, or any persons deriving title under them;
  - (f) references to "Government" 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;
  - (g) references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
  - (h) references to "law" and "regulation" include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
  - (i) any word or expression to which a specific meaning has been attached in any part of the Tender Documents bear such meaning whenever it appears in the same and other parts of the Tender Documents;
  - (j) a time of a day means a reference to Hong Kong time;
  - (k) references to "normal business hours" mean 0900 to 1800 hours;
  - (l) references to a day mean a calendar day;
  - (m) references to a month or a monthly period mean a calendar month;
  - (n) any negative obligation imposed on any party means 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 means if it were also an obligation to procure that the act or thing in question be done;
  - (o) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor is deemed to be the act, default, neglect or omission of the Contractor;
  - (p) words importing the whole are treated as including a reference to any part of the whole;
  - (q) the expressions "include" and "including" shall be construed without limitation to the words following;
  - (r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;
  - (s) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;

- (t) reference to “original signature” or “originally signed” includes a digital image of a hand-written signature (viz., a scanned signature);
  - (u) where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation is not construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed; and
  - (v) the expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong). The expression “officer” has the meaning given to it in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
- 1.3 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.
- 1.4 All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) is, in the absence of manifest error, final and conclusive.
- 1.5 Unless otherwise expressly stated, all provisions of the Tender Documents shall apply regardless of whether Paper-based Tendering or Electronic Tendering is used for the submission of the Tender or formation of the Contract.

**Tender for the Provision of Building Management Services  
for the Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART I  
TERMS OF TENDER  
(SUPPLEMENT)**

**References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-2 (January 2023). “Interpretation” shall be supplemented by “Interpretation (Supplement)” and any references in the Terms of Tender and in the two Schedules mentioned herein to definitions deleted pursuant to “Interpretation (Supplement)” shall no longer apply.**

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## Appendix E to the Terms of Tender - Certification of Heat Stroke Prevention Work Plan (Supplement)

### 1 Tender Documents

1.1 These Tender Documents identified as AFCD/IQ/AMO/01/23 distributed to Tenderers consist of the following: -

Lodging of Tender	Tender Form
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Part 4 Offer to be Bound	Tender Form
Part 5 Memorandum of Acceptance	Tender Form

## **2 Invitation to Tender [Paragraphs 1.2 – 2 of the Terms of Tender shall be read subject to this Paragraph 2.]**

- 2.1 Tenders are invited from Tenderers for provision of building management services for the Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon on such terms and conditions as set out in the Terms of Tender (BD-TERM-2) (January 2023), the Terms of Tender (Supplement), the Special Conditions of Contract, the Service Specifications and the Contract Schedules. This Invitation to Tender is covered by the **Agreement on Government Procurement of the World Trade Organisation**. Tenderers must be bodies corporate either incorporated or registered under the Companies Ordinance (Cap. 622) or the Predecessor Ordinance.
- 2.2 A tender for part but not all of the Services will not be considered.
- 2.3 e-TS Users may also view or download any supplementary information or tender addenda to the Tender Documents from the e-TS by logging in their respective accounts registered on the e-TS.

## **3 Tender Preparation [Paragraph 3 of the Terms of Tender shall be read subject to this Paragraph 3.]**

- 3.1 The tender and accompanying documents must be completed **in ink or typescript in English**. A two-envelope system will be adopted for this tender. Tender shall be submitted in **FIVE (5) COPIES** and enclosed in sealed plain envelopes which shall bear no reference to the name of the tenderer: -
- (1) Documents relating to the price information (i.e. Contract Schedule 1) shall be enclosed in a sealed envelope clearly marked "Tender Ref.: AFCD/IQ/AMO/01/23 - Provision of Building Management Services for the Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon - Price Information";
  - (2) Documents relating to the technical information must be enclosed in another sealed envelope clearly marked "Tender Ref.: AFCD/IQ/AMO/01/23 - Provision of Building Management Services for the Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon - Technical Information"; and
  - (3) Both the above envelopes shall be enclosed in another sealed envelope and clearly marked "Tender Ref.: AFCD/IQ/AMO/01/23 - Provision of Building Management Services for the Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon" and deposited into the tender box as specified in the Lodging of Tender before the Closing Date and Time.



3.2 Tenderers **shall complete the following parts and submit all necessary information** including documentary evidence which are necessary for tender evaluation: -

- |     |                            |                                                                                                                                                   |
|-----|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | <b>Tender Form</b>         | <b>Offer to be Bound</b>                                                                                                                          |
| (2) | <b>Contract Schedule 1</b> | <b>Price Proposal</b>                                                                                                                             |
| (3) | <b>Contract Schedule 2</b> | <b>Proposals on Execution Plan</b>                                                                                                                |
| (4) | <b>Contract Schedule 3</b> | <b>Equipment List - Proposal on Equipment subject to Specified Minimum Number and Type of Equipment</b>                                           |
| (5) | <b>Contract Schedule 4</b> | <b>Manpower Requirements for the Services and Proposal on Monthly Wages</b>                                                                       |
| (6) | <b>Contract Schedule 5</b> | <b>Past Experience / Quality Management Accreditation / Statement of Convictions / Sub-Contractor's Acknowledgement / Statement of Compliance</b> |
| (7) | <b>Contract Schedule 6</b> | <b>Provisions in relation to the Municipal Solid Waste (MSW) Charging Scheme</b>                                                                  |
| (8) | <b>Contract Schedule 7</b> | <b>Information on Tenderer</b>                                                                                                                    |
| (9) | <b>Contract Schedule 8</b> | <b>Non-Collusive Tendering Certificate</b>                                                                                                        |

3.3 Any failure to complete or submit the documents and/or information required under Clause 3.2 hereof may, at the absolute discretion of Government, render a tender non-conforming and not to be further considered. However, a Tenderer should note that its Tender **will not be considered further if, by the Tender Closing Date, the Tenderer fails to submit: -**

- (a) a duly signed "Offer to be Bound" in Part 4 of the Tender Form in English. Other than printing from a softcopy of the Tender Form obtained from the Government or photocopying of the Tender Form, other means of reproduction by the Tenderer (e.g. by retyping) of the Tender Form for Tender submission is not acceptable;
- (b) Part A of Contract Schedule 1 - Price Proposal (i.e. filling in all of the blanks in the tables therein; or the offer will not be considered further). For the avoidance of doubt, a Tenderer that fails to quote positive number(s) (i.e. a number greater than zero (0)) in any blank(s) (e.g. insert "0" or "N/A", etc. in any blank(s)) will render its Tender not to be considered further; and
- (c) Items (1) to (4) of Contract Schedule 2 - Proposals on Execution Plan and Innovative Suggestions.

3.4 The Contract Schedules, the Special Conditions of Contract and the Service Specifications must not be altered by a Tenderer. Otherwise, the Tenderer's Tender may not be considered.

- 3.5 Tenders may not be considered if false or incorrect information is given or if complete information, including but not limited to description, catalogues and documentary evidence, is not given with the Tender or if any particulars or data asked for in the Tender Documents are not furnished in full.
- 3.6 All proposals, information and responses from Tenderers must be submitted in writing.
- 3.7 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 any provision of the Terms of Tender or the Terms of Tender (Supplement).

#### **4 Submission of Tender [Paragraph 3 of the Terms of Tender shall be read subject to this Paragraph 4.]**

##### Tender Submission:

- 4.1 A Tenderer shall submit, in one of the following manners, its completed Tender together with all proposals, documents and information required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents. A Tender submitted through a method other than Paper-based Tendering or Electronic Tendering will not be considered.

##### Paper-based Tendering

- 4.2 The Tender (including the Tender Form) shall be completed in ink or typescript in English and shall be submitted **IN FIVE (5) COPIES** having attached all necessary supporting documents for tender evaluation in accordance with the “Lodging of Tender” section of the Tender Form.

##### Electronic Tendering

- 4.3 The Tender shall be submitted:
- (a) in accordance with the terms and conditions of use and participation of the e-TS; and
  - (b) through the e-TS through the use of any one type of digital certificates recognised by the e-TS or through AAM.
- 4.4 When completing the Tender Documents (including the Offer to be Bound section of the Tender Form), each Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:
- (a) if the Tenderer is a company incorporated in Hong Kong, the Certificate of Incorporation of the Tenderer; or
  - (b) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer; or

- (c) its business name as shown in the current business registration certificate of the tenderer;
- (d) if the Tenderer is a sole proprietorship or a partnership, the current business registration certificate of the Tenderer issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or
- (e) if the Tenderer is incorporated, formed or established outside Hong Kong, a document equivalent to that described in Clauses 4.4(a), 4.4(b), 4.4(c) or 4.4(d) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is incorporated, formed or established.

### Execution and Submission of Tenders

#### Paper-based Tendering

- 4.5 A Tender submitted through Paper-based Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if the submitted Part 4 “Offer to be Bound” of the Tender Form is signed in the following applicable manner:
- (a) if the Tenderer is a sole proprietorship, the Tenderer signing the Tender in the name of the Tenderer (or of the sole proprietorship), or a person authorised by the Tenderer signing the Tender for and on behalf of the Tenderer;
  - (b) if the Tenderer is a partnership, one or more partner(s) of the Tenderer signing in the name of the partnership (and in the case of limited partnership, that partner must be a general partner); or a person authorised by the partnership, signing the Tender for and on behalf of the Tenderer; or
  - (c) if the Tenderer is a company, a director of the Tenderer or one or more persons who are duly authorised by the Tenderer signing the Tender for and on behalf of the Tenderer.

#### Electronic Tendering

- 4.6 A Tender submitted through Electronic Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if it is submitted in any one of the following ways:
- (a) submission of the Tender via the e-TS through the use of AAM; or
  - (b) submission of the Tender via the e-TS through the use of such type of digital certificate recognised by the e-TS. Save in the case where the Tenderer is a partnership, a Tenderer shall use a digital certificate which is issued in its name as appearing in the applicable document mentioned in Clauses 4.4(a), 4.4(b), 4.4(c) or 4.4(d) above; otherwise the Tender will not be considered further. In the case that

the Tenderer is a partnership, the Tenderer may use a digital certificate issued in the name of one of its partners (or a general partner in the case of a limited partnership), or a digital certificate issued [in the name of the partnership]; otherwise the Tender will not be considered further.

4.7 If any attachment to a Tender submitted by a Tenderer via the e-TS:

- (1) does not comply with the terms and conditions of use and participation of the e-TS;
- (2) is found to be contaminated with Virus; or
- (3) is corrupted or otherwise not readable or printable into readable text by the Government,

and such non-compliance of file format, Virus contamination, or file corruption has resulted in failure to submit the relevant proposal, document or information as described in Clauses 4.4(a), 4.4(b), 4.4(c) or 4.4(d) above by the Tender Closing Date, the Tender will not be considered further and its Tenderer will be notified of such.

4.8 In the case where the Tenderer uses a digital certificate for the submission of Tender via the e-TS, the Government will verify the validity of a Tenderer's digital certificate with the relevant certification authority which has issued such digital certificate. If the directory service or revocation list service of that certification authority or its contractor is/are not available for any reason, the Government may postpone the verification process until such time when the directory service or revocation list service (as the case may be) of the certification authority or its contractor is/are resumed or when the Tender is opened, whichever is the later. If the verification process is postponed, the Tenderer will be informed of this through an on-screen message and an on-line acknowledgement of the Tender.

4.9 A Tender will not be considered further if the digital certificate used by a Tenderer for submission of Tender via the e-TS is found invalid (i.e. expired, revoked, or it is not a digital certificate recognised in the e-TS for submission of Tenders) upon verification.

### Tender Closing Date

(A) Paper-based Tendering

A Tender must be deposited in the Specified Tender Box before 12:00 noon (Hong Kong time) on the Tender Closing Date. A Tender deposited in the Specified Tender Box at or after the Tender Closing Date, or a Tender not deposited in the Specified Tender Box, will not be considered. (Part I of Lodging of Tender).

(B) Electronic Tendering

Transmission of a Tender through the e-TS shall be successfully completed in accordance with the requirements of the e-TS before the Tender Closing Time. Save as otherwise provided for in the Tender Documents, a Tender will not be considered if the relevant proposal, document or information as described in Clauses 4.4(a), 4.4(b), 4.4(c) or 4.4(d) above is not successfully and completely transmitted through the e-TS before the Tender Closing Time.

### NOTE

- (i) If a Tenderer submits a Tender by Electronic Tendering, the Tenderer shall, in addition to compliance with the Tender Documents, observe and comply with all terms and conditions of use and participation of the e-TS as set out or referred to in the e-TS.
- (ii) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any duration between 0900 and 1200 hours on the date specified in the “Lodging of Tender” section of the Tender Form, the latest date and time before which Tenders are to be deposited in the Specified Tender Box and at the e-TS will be extended to 1200 hours on the next working day.
- (iii) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours on the Tender Closing Date, the Government will announce extension of the Tender Closing Date until further notice. Following removal of the blockage, the Government will announce the extended Tender Closing Date as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

4.10 Any Appendices to the Terms of Tender (Supplement) and Contract Schedules issued with this Invitation to Tender must not be altered by the Tenderer. Figures shall not be altered or erased; any alteration shall be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments shall be initialed by the Tenderer in ink.

4.11 Each Tenderer may only submit one tender.

**5 Tender [Paragraph 3 of the Terms of Tender shall be read subject to this Paragraph 5.]****5.1 General**

- (1) Save in accordance with the terms of the Tender Documents, a Tenderer must not alter any provision of the Tender Documents.
- (2) The Tender must be completed in ink or typescript in English and submitted in five (5) copies in accordance with the Lodging of Tender section of the Tender Form.
- (3) Counter-proposals by a Tenderer may, at the absolute discretion of the Government, render its Tender to be disqualified and not to be considered.
- (4) Tender may not be considered if false, inaccurate, incorrect or incomplete information is given in the Tender.
- (5) A Tenderer must submit its completed Tender together with all information and documents required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents. A Tender not so submitted (for example, a Tender submitted by email or facsimile) will not be considered.
- (6) All documents submitted by a Tenderer to the Government in relation to its Tender must be original documents or certified true copies of the original documents. If a Tenderer fails to comply with this requirement or fails to provide such verification as the Government may require to prove the authenticity of a document submitted, the Government may not further consider the Tender.

**5.2 Prices**

- (1) A Tenderer must quote all the prices requested for in the Tender Documents in Hong Kong dollars. Such prices must be net prices allowing for all discounts except the payment discount to be quoted in Part C of Contract Schedule 1. The prices must cover all expenses incidental to the due and proper performance of the Contract by the Contractor.
- (2) A Tenderer must quote fixed prices which must remain valid for the whole Contract Period. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- (3) A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer will be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).
- (4) Prices quoted by a Tenderer must only be shown in the Contract Schedule 1- Price

## Proposal.

**6 Tender to Remain Open [Paragraph 4 of the Terms of Tender shall be read subject to this Paragraph 6.]**

- 6.1 Tender submitted shall remain valid and open for acceptance on these terms for not less than **one hundred and eighty (180) days** after the Tender Closing Date.
- 6.2 If before the 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.
- 6.3 If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the validity period of that Tender will be **one hundred and eighty (180) days** after the Tender Closing Date.
- 6.4 If a Tenderer offers in its Tender a period that is shorter than **one hundred and eighty (180) days**, the Government will clarify with the Tenderer concerned, in which case the Tenderer must confirm compliance with Clause 6.1 hereof within five (5) working days or such other period as specified by the Government without any other change to the Tender (except any change made in response to any clarification by the Government). If the Tenderer fails to confirm compliance with Clause 6.1 hereof within the specified deadline or, despite confirming compliance therewith, introduces any change to the Tender not in response to any clarification by the Government, its Tender will not be considered further.

**7 Essential Requirements and Other Requirements [Paragraph 6 of the Terms of Tender shall be read subject to this Paragraph 7.]**

Tenderers shall meet all of the essential requirements set out in Clauses 7.1 to 7.4 below ("**Essential Requirements**"). A Tender that fails to meet any of the Essential Requirements will not be further processed for evaluation. Only Tenders conforming to the Essential Requirements will be considered further.

**7.1 *Debarment on Convictions and Demerit Points*****(1) Past Convictions**

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 subject to the Debarment Period of a maximum of five years from the date of the Tenderer's last conviction, during which period the Tenderer is debarred from tendering for this Contract. The length of the Debarment Period is determined in accordance with Clauses 7.1.5 and 7.1.6 below and may be reviewed under the Review Mechanism in Clause 7.1.7 below. The Relevant Offences are as follows: -

- (a) 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
- (b) section 171(1) or 38A(4) of the Immigration Ordinance (Cap. 115); or
- (c) 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
- (d) sections 7, 7A, 7AA, 43B(3A), 43BA(5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
- (e) any offence under the Occupational Safety and Health Ordinance (Cap. 509) and 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).

Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

- (2) 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.
- (3) For the avoidance of doubt,
  - (a) 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
  - (b) 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 and is currently debarred from tendering for any Non-skilled Worker Contract.
- (4) If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the Tenderer following the conviction of any of the Relevant Offences, the Tenderer shall be subject to a Debarment Period of five years from the date of conviction, irrespective of whether a fine is also imposed.



- (5) For a Tenderer convicted of any of the Relevant Offences receiving a sentence other than imprisonment (including a suspended sentence), the applicable Debarment Period shall be determined with reference to the level of maximum fine that the Relevant Offence individually carries under the relevant ordinance in accordance with the following table: -

<b>Level of Maximum Fine of the Relevant Offence</b>	<b>Debarment Period</b>
More than \$200,000	5 years from the date of conviction
\$200,000 or below	3 years from the date of conviction

- (6) The 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, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the Review Mechanism on a date 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 determined in accordance with Clauses 7.1.4 and 7.1.5 above in regard to that subsequent conviction.

- (7) 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 five (5) years immediately preceding the Tender Closing Date. The Statement of Convictions as set out in Part C of Contract Schedule 5 shall be submitted in respect of: -

- (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.

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.

- (8) If the Tenderer is found to have made a 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.

(9) Notwithstanding Clause 7.1.1 above, in respect of the following offences of the Relevant Offences, only convictions obtained **on or after 1 April 2019** will count :-

- (a) sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
- (b) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

## 7.2 Demerit Points

- (1) 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.
- (2) The record of Demerit Point(s) of a Tenderer will be evaluated under the separate criterion to be known as “Record of Demerit Point(s)” as part of the technical assessment in the Marking Scheme. Based on the Tenderer’s records of Demerit Points in the period of 36 months immediately preceding the Tender Closing Date, the Tenderer will be accorded marks (if any) under this criterion in accordance with the following scale -

<b>Demerit Points accumulated by the Tenderer in the period of 36 months immediately preceding the Tender Closing Date</b>	<b>Marks gained under the “Record of Demerit Point(s)” criterion</b>
No Demerit Point	100% of the total marks assigned to the “Record of Demerit Point(s)” criterion
One Demerit Point	50% of the total marks assigned to the “Record of Demerit Point(s)” criterion
Two Demerit Points	0% of the total marks assigned to the “Record of Demerit Point(s)” criterion

- (3) Any Demerit Point which is under appeal to the procuring department of the Government which issued the same will still be counted for the purpose of debarment and for the purpose of Clause 7.2.2 above.

### 7.3 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: -

- (a) the Tenderer shall ensure that the sub-contractor proposed in the Tender has not been debarred due to conviction of any of the Relevant Offences in Clause 7.1 above and has not accumulated of three or more Demerit Points in Clause 7.2 above; and
- (b) 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.

#### *Award of Contract*

Award of contract shall be subject to the recommended Tenderer (and where applicable, its sub-contractor) not being debarred up to the date of the letter of acceptance due to conviction of any of the Relevant Offences in Clause 7.1 or accumulation of three or more Demerit Points in Clause 7.2. The recommended Tenderer will receive a letter of acceptance with a condition to this effect. Subject to the condition as mentioned above, a binding Contract would be deemed to have been constituted between the Government and the successful Tenderer upon issuance of the letter of acceptance by the Government.

#### *Awarding of Contract to the Tenderer whose tender obtains the highest score in technical assessment if two or more tenders obtain the same overall score after technical and price assessments*

Subject to the other provisions of the Tender Document, if two or more Tenders achieve the same highest combined technical and price score, the Government will normally award the Contract to the Tenderer whose Tender obtains the highest technical score.

7.4 A Tenderer must hold a **valid Security Company Licence** as at the Original Tender Closing Date. Documentary proof must be provided to substantiate the Tenderer's possession of the License. Otherwise, its Tender will not be considered further.

### 7.5 Staffing Proposal

- (1) The proposed monthly wage for each Non-skilled Worker to be deployed by the Tenderer for provision of the Services must not be less than **HK\$11,160**, calculated on the basis of thirty-one (31) days [i.e. nine (9) hours of work per day including one-hour paid meal time and twenty-seven (27) working days plus four (4) paid rest days per month] at an hourly rate of \$40 based on the prevailing Statutory Minimum Wage (SMW) rate. Besides, the monthly wage payable by the Tenderer to the Non-skilled Workers during the Contract Period shall not be less than (i) the monthly wage committed by it in Part B of Contract Schedule 4; or (ii) any adjusted wage level brought about by future SMW revisions, whichever is higher.

- (2) The Tenderer shall clearly state in Part B of Contract Schedule 4 the monthly wages to be paid to the Non-skilled Workers to be deployed for the provision of the Services. Such terms shall become binding on the successful Tenderer upon award of the Contract. A tender offer shall not be considered if the monthly wages or equivalent wage rates offered by the Tenderer to the Non-skilled Workers are less than the pro-rata Monthly Wage.
- (3) In case the Tenderer fails to state the monthly wage or the monthly wage stated by the Tenderer to the Non-skilled Workers is less than the SMW plus rest day pay rate,
- (a) then such wage submitted by the Tenderer will be deemed to be not less than the SMW plus rest day pay rate for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm in writing the correctness of this presumption upon request by the Government Representative at any time before the tender exercise is completed; and
- (b) if the Tenderer offers an amount which is higher than the SMW plus rest day pay rate in subsequent clarification in writing pursuant to 7.5.3 (a) hereof, the tender will only be assessed on the basis that the Tenderer's committed monthly wage is the same as SMW plus rest day pay rate. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.
- (4) The Tenderer shall state in its Tender the daily maximum allowable net working hours for its Non-skilled Workers as required in Part B of Contract Schedule 4. In case the Tenderer fails to do so, it will be taken that its daily maximum allowable working hours shall be nine (9) net hours maximum (excluding meal-break). The proposed daily maximum allowable net working hours is on the basis of the net total working hours excluding meal break in respect of a Worker in a working day.
- (5) The Tenderer should note that if the Contract is awarded to the Tenderer, written Standard Employment Contracts must be entered into by the Tenderer with each Worker to be deployed for the performance of the Services if the contract period of employment exceeds seven (7) days.

#### 7.6 Convictions and Demerit Points Obtained After the Original Tender Closing Date

The Government will not award the Contract to a Tenderer who has obtained or its proposed Sub-contractor has obtained any conviction under the Relevant Offences or accumulated three (3) or more Demerit Points respectively referred to in Clauses 7.1, 7.2 and 7.3 above after the Original Tender Closing Date but on or before the date of issue of the Tender Acceptance by the Government.

#### 7.7 Execution Plan and Innovative Suggestions

- (1) Tenderers must submit an Execution Plan comprising a Work Plan, an

Organisation and Supervision Plan and a Contingency Plan (Items (1) to (3) of Contract Schedule 2).

- (2) If applicable, Tenderers shall submit Innovative Suggestions comprising (i) Pro-innovation Proposals; and (ii) Proposals on improvement of Environmental Protection, or Sustainability or Social Responsibility and Governance (ESG Proposals) (Item (4) of Contract Schedule 2), using the **Annex to Appendix A to Terms of Tender (Supplement)**.

**Note 1** A Tenderer shall provide documentary proof to substantiate its claim of holding a valid Security Company Licence as at the Original Tender Closing Date. If a Tenderer does not indicate anything, its tender will be evaluated nevertheless but the Tenderer will be deemed to hold a valid Security Company Licence as at the Original Tender Closing Date for the purpose of tender evaluation. The Government Representative will, at any time before the tender exercise is completed, request the Tenderer to confirm whether it holds a valid Security Company Licence as at the Original Tender Closing Date with production of documentary proof to substantiate its claim.

**Note 2** Where applicable, the Demerit Points issued to its shareholders if it is a company shall be counted.

**8 Assessment of Tenders [Paragraph 17 of the Terms of Tender shall be read subject to this Paragraph 8.]**

8.1 Only tenders that are found to have complied with all the Essential Requirements as stated in Clause 7 of the Terms of Tender (Supplement) above will be further evaluated on the basis of their Technical and Price Proposals. For details of the evaluation, please refer to the Marking Scheme and Assessment Criteria at **Appendix A to the Terms of Tender (Supplement)**.

8.2 Price Proposals will be evaluated for the Estimated Contract Price submitted by the Tenderer in Contract Schedule 1. Payment discount will not be taken into consideration except when two or more conforming offers obtained both the same overall score and technical score in the marking scheme. In such case, the Tenderer that submits the highest (higher) percentage of payment discount for payment within fourteen (14) days and twenty-one (21) days respectively will be considered in sequence.

8.3 Each Tenderer acknowledges that the Government may elect at its sole option to accept all or any part of the Tenderer's Tender.

8.4 The Government is not bound to accept the Tender with the lowest price offer or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

**9 Basis of Acceptance and Award of Contract [Paragraph 17 of the Terms of Tender shall be read subject to this Paragraph 9.]**

9.1 Tenders will be considered on an overall basis. **Partial tenders WILL NOT BE CONSIDERED.**

9.2 The Government will issue to the successful Tenderer by either post or facsimile transmission a letter notifying conditional acceptance of offer ("the Letter"), subject to the following conditions precedent: -

- (1) delivery of Contract Deposit to the Government pursuant to Clause 11 hereof;
- (2) the recommended Tenderer (and its sub-contractor) not being debarred up to the date of the Letter due to conviction of any of the Relevant Offences in Clause 7.1 above or accumulation of three (3) or more Demerit Points in Clause 7.2 above;
- (3) the Government having completed its check to confirm that the Tenderer is not so debarred under Clause 9.2.2 hereof; and
- (4) other conditions as the Government may specify therein.

Subject to the conditions as mentioned above, a binding Contract would be deemed to have been constituted between the Government and the successful Tenderer upon issuance of the Letter by the Government.

9.3 Upon issuance of the Letter, unless the expiry date of the Tender Validity Period of the Tender of the successful Tenderer is a date which is twenty-one (21) days or more after the date of the Letter, such expiry date must be automatically extended to the date which is twenty-one (21) days from the date of the Letter.

9.4 Upon and subject to the successful Tenderer having duly complied with Clause 9.2 above, the Government will issue the Letter of Acceptance notifying fulfillment of the conditions precedent and the Contract is deemed to have been formed on the date of the issuance of the Letter.

9.5 If the conditions precedent set out in Clause 9.2 above are not satisfied, the Government will be at liberty to award the Contract to another Tenderer, cancel this Invitation to Tender with or without conducting a fresh tender exercise or take such appropriate action as the Government deems fit. Without prejudice to the foregoing, if the successful Tenderer fails to deliver the Contract Deposit to the Government pursuant to Clause 11 hereof, such failure may prejudice its future standing as a Government contractor or service provider.

## **10 Financial Assessment [Paragraph 19 of the Terms of Tender shall be read subject to this Paragraph 10.]**

10.1 If the Estimated Contract Price of a Tender exceeds HK\$15 million, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. For this purpose, the Tenderer is required to submit the following documents for financial vetting upon request by the Government: -

- (1) Originals (or copies certified by its auditors) of the accounts of the Tenderer audited by a certified accountant or a public accountant registered under the Professional Accountants Ordinance (Cap. 50) for the three (3) years prior to the Tender Closing Date. The audited accounts must comply with the following requirements:

- (a) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
  - (b) The latest audited accounts must be for the period ending no more than 18 months before the Tender Submission Date.
  - (c) The audited accounts must contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts.
  - (d) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by its local law.
  - (e) If any such accounts are 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.
  - (f) If the Tenderer is a joint venture, audited accounts for each of the members of the joint venture must be submitted if the members are incorporated bodies.
- (2) Management accounts with a period ending not more than three (3) months before the Tender Submission Date if this has not been covered by the latest audited accounts. The accounts must be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the directors of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government;
- (3) Projected statement of profit or loss and other comprehensive income and statements of cash flows of the Contract for each contract year and the pre-operating period (if applicable) and, if possible, those of the company during the Contract Period, setting out the revenue, details of operating expenses, capital expenditure including the initial investments and the sources of finance, and other particulars showing how the Tenderer will deal with the Contract. The projected accounts and statements must comply with the following requirements:
- (a) They should be certified by the company's chief executive. For a joint venture, separate certification from the chief executive of each of the members of the joint venture is required.



- (b) 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.
  - (c) The assumptions by the Government included in the Tender Documents must be reflected in the Tenderer's projections.
- (4) Original letters from bankers, where applicable, confirming lines of credit facilities available to the Tenderer and the current undrawn/unutilised balances of such credit facilities on or after a specified date (shortly before the Tender Submission Date or a date fixed by the Government) and stipulating the expiry date of the facilities;
  - (5) Copies (certified by the directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
  - (6) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.

10.2 Tenderers must upon the request in writing by the Government provide the documents mentioned in Clause 10.1 above and any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by the Government.

## **11 Contract Deposit [Paragraph 20 of the Terms of Tender shall be read subject to this Paragraph 11.]**

- 11.1 The successful Tenderer must pay the Contract Deposit either by cheque, cashier's order or in the form of a banker's guarantee. Each Tenderer shall state clearly in Part B of Contract Schedule 1 the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government by cheque or cashier's order.
- 11.2 If the Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$1.4 million but is less than or equals to HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government, within twenty-one (21) days from the date of the Letter, a Contract Deposit equivalent to 2% of the Estimated Contract Price.
- 11.3 If the Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government, within twenty-one (21) days from the date of the Letter, a Contract Deposit equivalent to 2% (if it passes the financial vetting) or 5% (if it fails the financial vetting or where the financial

information available is inadequate for a meaningful assessment of the Tenderer's financial capability) of the Estimated Contract Price.

11.4 If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the banker's guarantee must comply with the following: -

- (1) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;
- (2) unless otherwise agreed by the Government, it must be on the terms set out at Appendix C to the Terms of Tender (Supplement); and
- (3) the banker's guarantee must come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter.

11.5 The Contract Deposit, whether paid by way of cheque, cashier's order or banker's guarantee shall be returned to the Contractor or released in accordance with the Contract.

## **12 Warranty against Collusion [Paragraph 29 of the Terms of Tender shall be read subject to this Paragraph 12.]**

Pursuant to Clause 29.2 of Terms of Tender (Ref. No. BD-TERMS-2) (January 2023), the Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in **Contract Schedule 7**) as part of its Tender.

## **13 Tender Briefing**

13.1 A tender briefing session will be held on **8 January 2024 (Monday) at 10:30 a.m.** at Room 701A, 7/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong. Tenderers are strongly advised to attend the tender briefing before submitting their tenders in order to fully acquaint themselves with the requirements of the Government and to determine the scale and costs of the Services to be provided. Tenderers wishing to attend the tender briefing must complete the reply form at **Appendix B to the Terms of Tender (Supplement)** and fax it to the fax number 2774 6248 (Attn.: Dr. Ernest WU) on or before 4 January 2024.

13.2 Each Tenderer is advised to send no more than two (2) representatives to attend the tender briefing.

**14 Tenderer's Enquiries [Paragraph 13 of the Terms of Tender shall be read subject to this Paragraph 14.]**

- 14.1 Any enquiries from the Tenderer concerning the Tender Documents up to two (2) working days prior to the date of lodging its tender with the Government shall be in writing and shall be submitted to: -

Director of Agriculture, Fisheries and Conservation  
[Attn.: Dr. Ernest WU]  
5/F, Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road, Kowloon, Hong Kong  
Fax No.: 2774 6248

- 14.2 After lodging a tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its tender or the Tender Documents. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- 14.3 Unless otherwise expressly stated by the Government in writing, any response by the Government (whether oral or written) to any enquiry by a prospective Tenderer is for information only. No such response will constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied).

**15 Acceptance of Innovative Suggestions**

- 15.1 The Government may, at its absolute discretion, accept one or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestions shall form an integral part of the Contract.
- 15.2 The Innovative Suggestions comprising the Pro-innovation Proposals and/or ESG Proposals in the Innovative Suggestion Schedule are, amongst others, those items which fall within Paragraph 3.5 of the Terms of Tender. They shall be submitted as part of its Tender before the Tender Closing Time or otherwise the Government will evaluate the Tender on an "as is" basis. However, the Government may, but is not obliged to, request clarification or submission of any factual information or document to support any claim or proposal in the Innovative Suggestions under Paragraph 12.1 of the Terms of Tender.

## Appendix A to Terms of Tender (Supplement)

### Tender Evaluation Marking Scheme and Assessment Criteria Provision of Building Management Services for the Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon

#### Marking Scheme for Tender Evaluation

1. A two-envelope approach with a technical to price weighing of **60:40** will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner.

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

2. All tenders received will be checked on whether all the documents and information required in Clause 3.3 in the Terms of Tender (Supplement) have been submitted. Failure to submit any of the following documents **on or before the Tender Closing Date** will **render a tender invalid and will not be considered further**:

- (a) a duly signed Offer to be Bound;
- (b) Execution Plan;
- (c) the Price Proposal; and
- (d) Heat Stroke Prevention Work Plan.

#### Stage 2 – Compliance with Essential Requirements

3. A tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements as set out in Clauses 7.1 to 7.4 of the Terms of Tender (Supplement). **A tender which fails to meet any of the following essential requirements will not be considered further.** A tender which passes Stage 2 will proceed to Stage 3 assessment.

- (a) A Tenderer must hold a valid security company licence under the Security and Guarding Services Ordinance (Cap. 460) as at the original Tender Closing Date. <sup>Note 1</sup>
- (b) A Tenderer must not have been debarred from tendering for this Contract as at the tender closing date due to its having convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “Relevant Offences”) <sup>Notes 2 to 7</sup>
  - (i) any offence under the Employment Ordinance (Cap. 57) or the Employees’ Compensation Ordinance (Cap. 282), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221);
  - (ii) Section 17I (1) or 38A(4) of the Immigration Ordinance (Cap. 115);

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

Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered. If a Tenderer is convicted of any of the Relevant Offences, it is debarred from tendering for this Contract for a maximum period of five years<sup>Note 8</sup> from the date of conviction or if applicable the date of Tenderer's last conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism ("Debarment Period"). The 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, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the review mechanism on the date 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 maximum five years<sup>Note 8</sup> 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>.

- (c) A Tenderer must not have been debarred from tendering for this Contract as at the Tender Closing Date due to its having accumulated three or more Demerit Points over a rolling period of 36 months. If a Tenderer has accumulated three or more 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. <sup>Notes 9 and 10</sup>

(d) Heat Stroke Prevention Work Plan

Since this Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, the Contractor shall submit a **Heat Stroke Prevention Work Plan** which shall cover at least the following proposals by the Tender Closing Date –

- (i) making suitable work arrangement such as rescheduling work to cooler periods and cooler places;
- (ii) carrying out other measures by making reference to the latest Labour Department's "Guidance Notes on Prevention of Heat Stroke at Work", covering at least the following:

- to conduct heat stress risk assessments of heat stress for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
  - to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, providing sheltered/ventilated resting places etc.) based on the risk assessment results;
  - to arrange hourly rest breaks as appropriate for Non-skilled Workers working outdoors and/or in indoor environment without air-conditioning, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force.
- (iii) providing potable water at all times during work;
- (iv) providing uniforms with dry-fit properties; and
- (v) providing wide-brimmed hats, arm sleeves or umbrellas.

The Heat Stroke Prevention Work Plan above must be certified by a registered safety officer who has a valid registration as at the Tender Closing Date with Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) using the form set out in **Appendix E to Terms of Tender (Supplement)** .

It is an essential requirement that the Tenderer shall submit as part of its Tender the Heat Stroke Prevention Work Plan above by the Tender Closing Date, otherwise the Tender will not be considered further.

### **Explanatory Notes to Essential Requirements**

**Note 1** A Tenderer shall provide documentary proof to substantiate its claim of holding a valid Security Company Licence as at the original Tender Closing Date. If a Tenderer does not indicate anything in **Contract Schedule 7**, its tender will be evaluated nevertheless but the Tenderer will be deemed to hold a valid Security Company Licence as at the original Tender Closing Date for the purpose of tender evaluation. The Government Representative will, at any time before the tender exercise is completed, request the Tenderer to confirm whether it holds a valid Security Company Licence as at the original Tender Closing Date with production of documentary proof to substantiate its claim.

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

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

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.

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

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

**Note 5** For the avoidance of doubt, if the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred from tendering for any Non-skilled Worker Contract.

**Note 6** If a Tenderer is found to have made a false declaration of 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.

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

- (a) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap.485); and
- (b) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually

carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

**Note 8** If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the tenderer following the conviction of any of the Relevant Offences, the tenderer shall be subject to a debarment period of five years from the date of conviction, irrespective of whether a fine is also imposed.

For a tenderer convicted of any of the Relevant Offences receiving a sentence other than imprisonment (including a suspended sentence), the applicable debarment period shall be determined with reference to the level of maximum fine that the Relevant Offence individually carries under the relevant ordinance in accordance with the following table –

Level of maximum fine of the Relevant Offence	Debarment Period
More than \$200,000	5 years from the date of conviction
\$200,000 or below	3 years from the date of conviction

**Note 9** Demerit Points means the Demerit Points defined in the Interpretation. Demerit Points under appeal will still be counted for the purpose of debarment.

### **Stage 3 – Technical Assessment**

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

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

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



Assessment Criteria	Maximum Mark	Unit Mark (M)	Standard Score (S) (See Note 1)						Marks Scored (M x S)	Passing Mark
			5	4	3	2	1	0		
<b>(A) Execution Plan</b>										
(1) Work Plan (See Notes 2 and 5)	20	4								4
(2) Organisation and Supervision Plan (See Notes 3 and 5)	15	3								3
(3) Contingency Plan (See Notes 4 and 5)	10	2								2
(4) Innovative suggestions										
(a) Pro-innovation Proposals – directly relevant to the Services (See Note 6)	9	4.5								–
(b) ESG Proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services (See Note 7)	3	1.5								–
<b>Sub-total for (A)</b>	<b>57</b>									–
<b>(B) Experience, Certification and Qualification</b>										
(5) Tenderer's experience in the provision of security and/or cleaning services (See Note 8)	4	1								–
(6) Experience and Qualifications of Property Manager(s) (See Note 9)	3	1								–
(7) Valid and relevant certifications (See Note 10)	3	1								–
<b>Sub-total for (B)</b>	<b>10</b>									–
<b>(C) Wages, Working Hours &amp; Record of Demerit Point(s)</b>										
(8) Proposed monthly wages for Senior Security Guard, Security Guards, Cleaning Supervisor and Cleaners (See Note 11)	25	N.A.								–
(9) Proposed daily maximum working hours for Senior Security Guard, Security Guards, Cleaning Supervisor and Cleaners (See Note 12)	3	3								–
(10) Record of Demerit Points under all Government Contracts (See Note 13)	5	2.5								–
<b>Sub-total for (C)</b>	<b>33</b>									–
<b>Total Technical Mark</b>	<b>100</b>									–

6. A tender which has passed Stage 3 assessment shall be considered as a “conforming tender”. A maximum weighted technical score of 60 will be allocated to the conforming tender with the highest total technical marks, while the weighted technical score for other conforming tenders will be calculated by the following formula –

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

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

### Explanatory Notes for Stage 3 – Technical Assessment

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

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

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

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

For Assessment Criteria (4a), (4b) and (10)

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

For Assessment Criterion (5)

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

For Assessment Criteria (6) and (7)

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

For Assessment Criterion (8)

See Note 11 below.

For Assessment Criterion (9)

Standard score of 1 or 0 will be awarded.

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

The Work Plan shall cover the following items:

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

**Note 3: for Assessment Criterion (2) – Organisation and Supervision Plan**

The Organisation and Supervision Plan shall cover the following items:

- (a) an organisation chart showing the line of command and division of labour of the proposed workforce;
- (b) details of the professional qualifications and experience of the key personnel (including the Property Manager, Senior Security Guard and Cleaning Supervisor) proposed by the Tenderer for the Contract;
- (c) details of the mechanism setting out the monitoring and appraisal system on daily supervision of the workers for ensuring delivery of quality service, dealing with unsatisfactory standard of performance/conduct/discipline of the workers and preventing recurrence of sub-standard services; and
- (d) details of the training programmes provided to staff for the performance of the Contract.

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

The Contingency Plan shall cover the following items:

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

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

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

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

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

	Work Plan	Organisation and Supervision Plan	Contingency Plan
Over half	4	3	2

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

**Note 6: for Assessment Criterion (4)(a) – Pro-innovation Proposals – directly relevant to the Services**

- (a) Marks will be given if the proposed Pro-innovation Proposals are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general. Pro-innovation Proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on out-put based service delivery of which the contributions should be visible, and preferably quantifiable and measurable.
- (b) Tenderers may propose Pro-innovation Proposals involving application/adoption of new technology / inventions and/or innovative application of existing/matured technology that may enhance service delivery while contributing to the development of Smart City and innovation and technology development. Pro-innovation Proposals may not necessarily be technology-related, but should bring all or some or any one of the improvements/positive values/benefits in terms of the following –
- (i) enhance service delivery in security/access control e.g. smart patrol devices and mobile surveillance cameras, etc.;
  - (ii) enhance service delivery in cleaning services e.g. automatic cleaning equipment and hygiene sensing devices; and/or
  - (iii) enhance service delivery in property and facility management e.g. smart bulletin boards and self-developed mobile app, etc.
- (c) Standard scores will be given in accordance with the following rule:
- 2 – **More than one (1) effective and practicable** Pro-innovation Proposals are proposed covering any of the items as required in (b) of this Note above.
  - 1 – **One (1) effective and practicable** Pro-innovation Proposal is proposed covering any of the items as required in (b) of this Note above.
  - 0 – **No** effective or practicable Pro-innovation Proposal is proposed.
- (d) Para. (c) of Note 5 above is also applicable to this Note.
- (e) Marks will not be given to any Pro-innovation Proposal / ESG Proposal which (i) is related to labour benefit measures scored under the assessment criteria “C. Wages, Working Hours & Record of Demerit Point(s)” or (ii) a tenderer will neither be capable of nor responsible for implementation.
- (f) A suggestion that scores marks under Pro-innovation Proposals will not earn marks again under ESG Proposals and vice versa. In case a tenderer specified the type of a suggestion under both Pro-innovation Proposals and ESG Proposals and the Tender Assessment Panel (“TAP”) considers that the same suggestion could earn marks under Pro-innovation Proposals and ESG Proposals, it will be taken as scoring marks under Pro-innovation Proposals only. Each suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.
- (g) Tenderers should propose Pro-innovation Proposals and ESG Proposals and explain clearly with sufficient details on what improvements/positive values/benefits to which their proposed Pro-innovation Proposals and ESG Proposals can bring about as well as how they are to be implemented by filling in the **Schedule of Pro-innovation Proposals and ESG Proposals at Annex to Appendix A** to facilitate tender evaluation.

- (h) Apart from the schedule of Pro-innovation Proposals and ESG Proposals mentioned in (g) above, tenderers shall submit the following information for demonstrating the effectiveness and practicability of the Pro-innovation Proposals / ESG Proposals. Marks will not be given if the tenderers only propose a concept without sufficient details. The information that shall be provided by the tenderers includes the following –
- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc. : scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
  - if the suggestion is concerned with a kind of measure, service, scheme and activity, etc. : the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and
  - if the suggestion is related to manpower : the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate.
- (i) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their Pro-innovation Proposals / ESG Proposals. All proposed Pro-innovation Proposals / ESG Proposals will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the TAP to have a better understanding of the Pro-innovation Proposals / ESG Proposals proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- (j) All practicable Pro-innovation proposals / ESG Proposals accepted by the Government shall form part of the Contract. Any failure to perform such Pro-innovation Proposals / ESG Proposals would be deemed a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the existing mechanism on the handling of breach of contractual obligations e.g. claiming damages and/or termination of the contract.

**Note 7: for Assessment Criterion (4)(b) – ESG Proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services**

- (a) Marks will be given if the ESG Proposals will improve environmental protection, sustainability or governance or social responsibility, which may but need not be directly relevant to the Services, but can bring about positive values/benefits to the Government or the public at large.
- (b) ESG Proposals shall contribute to all or some or any one of the following positive values / benefits –
- (i) environmental protection (e.g. use of electric vehicle, use of renewable energy, in the execution of the contract, etc.);
  - (ii) social responsibility (e.g. employment of people with disabilities and/or rehabilitated persons for the contract, etc.); and/or
  - (iii) governance.
- (c) Standard scores will be given in accordance with the following rule:
- 2 – **More than one (1) effective and practicable** ESG Proposals contributing to any of the positive values/benefits as listed in (b) of this Note above.
  - 1 – **One (1) effective and practicable** ESG Proposal contributing to any of the positive values/benefits as listed in (b) of this Note above.
  - 0 – **No** effective or practicable ESG Proposal is proposed.
- (d) Paras. (e) to (j) of Note 6 above are also applicable to this Note.

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

- (a) Assessment will be based on the aggregate number of years of experience in providing security and/or cleaning services to commercial, residential, government or educational premises in the **past ten (10) years** immediately preceding the original Tender Closing Date. Only experience for providing security and/or cleaning services (each not less than one year) for a premises having a total Gross Floor Area (GFA) of **no less than 20 000 m<sup>2</sup>** shall be counted.
- (b) Standard scores will be given to Assessment Criterion (5) in accordance with the following five-grade approach –
- 4 – An aggregate of five (5) or more years’ experience.
  - 3 – An aggregate of four (4) to less than five (5) years’ experience.
  - 2 – An aggregate of three (3) to less than four (4) years’ experience.
  - 1 – An aggregate of two (2) to less than three (3) years’ experience.
  - 0 – An aggregate of less than two (2) years’ experience, or failing to produce documentary proof to support its claim of experience.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of contract) to substantiate its claim of the experience. Experience not substantiated will not be taken into account.
- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered under the same name of the Tenderer. For the avoidance of doubt, a Tenderer’s experience gained in its capacity as a sub-contractor or the experience of a parent company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of “parent company” and “subsidiary” follow the meanings under the Companies Ordinance (Cap. 622).
- (f) If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual experience of the participants to the partnership, will be counted.
- (g) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, “an aggregate of two (2) years’ experience” is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience under a single contract or different contracts.
- (h) It is not necessary for a Tenderer to have continuous experience in providing security and/or cleaning services in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (i) For the purpose of tender assessment, the relevant experience in providing security and/or cleaning services could be gained under the same contract or different contracts through direct employees. However, a Tenderer’s experience under different contracts of the same type will not be double-counted for those overlapping periods. If a contract involves both security and cleaning services, the experience in the two types of services will be counted separately. For example, if a Tenderer gained 1 year's experience in providing both cleaning and security services under the same contract, he will be counted as having 1 year's experience in cleaning service and 1 year's experience in security service. A Tenderer’s experience under different contracts with overlapping periods is to be counted in accordance with the following examples: -

Example A:

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

Example B:

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

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

- (a) Assessment will be based on working experience and qualifications on or before the original Tender Closing Date possessed by the Property Manager proposed by the Tenderer for the Contract.
- (b) Standard scores will be given to Assessment Criterion (6) in accordance with the following rule –
- 3 - Property Manager possessing work experience and qualifications meeting the following three requirements –
    - (i) having an aggregate of **not less than three (3) years'** full-time work experience at management or supervisory level in overseeing cleaning and/or security service contracts in the **past ten (10)-year** period immediately preceding the original Tender Closing Date;
    - (ii) possessing a post-secondary qualification in property management, building management, facilities management or equivalent issued by a registered post-secondary institution; and
    - (iii) possessing a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution.
  - 2 - Property Manager possessing any two (2) of the three (3) work experience or qualification requirements listed in (i), (ii) or (iii) of this Note above.

- 1 - Property Manager possessing any one (1) of the three (3) work experience or qualification requirements listed in (i), (ii) or (iii) of this Note above.
  - 0 - Property Manager possessing none of the three (3) work experience or qualification requirements listed in (i), (ii) or (iii) of this Note above, or failing to produce documentary proof to support its claim of the working experience or qualification.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of employment contract/referee's letter) to substantiate its claim of the working experience or qualification. Work experience and qualifications not substantiated will not be taken into account.
- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The aggregate of not less than three (3) years' full-time working experience shall refer to that possessed by the **same** Property Manager but not aggregated among different Property Managers. For example, if a Tenderer proposes Property Managers A and B each having two years' relevant experience only, without any relevant qualification, since neither property manager has an aggregate of not less than three years' relevant experience, the property managers proposed by the Tenderer are considered failing to meet any of the qualification requirements listed in (i), (ii) or (iii) of this Note above. It will be given a standard score of zero.
- (f) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of not less than three (3) years' work experience" is equivalent to have accumulated 1 095 days (i.e. 365 days x 3) of work experience.
- (g) It is not necessary for a Property Manager to have continuous full-time work experience at management or supervisory level in overseeing cleaning and/or security service contracts in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (h) If more than one Property Managers are proposed by a Tenderer, standard score will be given according to the aggregate numbers of experience and qualification requirements listed in (i) to (iii) of this Note above met by all Property Manager(s) proposed by the Tenderer for the Contract. For example, if a Tenderer proposes Property Managers A and B. Property Manager A meets the qualification requirements listed in (i) and (ii) of this Note above and Property Manager B meets the qualification requirements listed in (i) and (iii). The property managers proposed by the Tenderer are considered meeting all the qualification requirements listed in (i) to (iii) of this Note above. It will be given a standard score of three.

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

- (a) Standard scores will be given to Assessment Criterion (7) in accordance with the following rule –
- 3 – Accredited to all three (3) relevant certificates of (i) ISO 9001/ISO 9002 Quality Management Systems, (ii) ISO 14001 Environmental Management Systems and (iii) ISO 45001 Occupational Health and Safety Management (or Occupational Health and Safety Assessment Series (OHSAS) 18001).
  - 2 – Accredited to any two (2) relevant certificates of (i) ISO 9001/ISO 9002 Quality Management Systems, (ii) ISO 14001 Environmental Management Systems or (iii) ISO 45001 Occupational Health and Safety Management (or Occupational Health and Safety Assessment Series (OHSAS) 18001).
  - 1 – Accredited to any one (1) relevant certificate of (i) ISO 9001/ISO 9002 Quality Management Systems, (ii) ISO 14001 Environmental Management Systems or (iii) ISO 45001 Occupational Health and Safety Management (or Occupational Health and Safety Assessment Series (OHSAS) 18001).
  - 0 – Not accredited to any of the relevant certificate of (i) ISO 9001/ISO 9002 Quality Management Systems, (ii) ISO 14001 Environmental Management Systems or (iii) ISO 45001 Occupational Health and Safety Management (or Occupational Health and Safety Assessment Series (OHSAS) 18001), or failing to produce documentary proof to support its claim of possessing any relevant accreditation.





- (b) If  $H_1$  or  $H_2$  or  $H_3$  or  $H_4$  is equal to  $C$ , no marks will be given for  $M_1$  or  $M_2$  or  $M_3$  or  $M_4$  to all Tenderers respectively.
- (c) If a Tenderer fails to indicate any monthly wage or  $P_1$  or  $P_2$  or  $P_3$  or  $P_4$  is each less than  $C$ , the tender will be evaluated but the respective  $P_1$  or  $P_2$  or  $P_3$  or  $P_4$  will be deemed to be equal to  $C$  for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm their abidance by the SMW upon request by the Government Representative at any time before the tender exercise is completed. If the Tenderer offers a higher amount than the SMW in a subsequent clarification in writing, the tender will only be assessed on the basis that the monthly wage offered by the Tenderer is same as the SMW. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.
- (d) The marks scored will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under para. 6 under “Stage 3 – Technical Assessment” above.

**Note 12: for Assessment Criterion (9) – Proposed daily maximum working hours for Security Guards and Cleaners**

- (a) Standard scores will be given to Assessment Criterion (9) in accordance with the following rule –
- 1 – Proposed daily maximum working hours for all Security Guards and Cleaners are **ten (10) hours** excluding meal break (i.e. net total) **or less**.
  - 0 – Proposed daily maximum working hours for all Security Guards and Cleaners are **more than ten (10) hours** excluding meal break (i.e. net total).
- (b) If a Tenderer fails to indicate any daily maximum working hours, the tender will be evaluated but the respective working hours proposed will be deemed to be more than ten (10) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of ten (10) hours or less in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the tender will only be assessed on the basis that the daily maximum working hours offered by the Tenderer is more than ten (10) hours. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

**Note 13: Record of Demerit Points under All Government Contracts**

- (a) Where a Tenderer has been a Government service contractor of Non-skilled Worker Contract within thirty-six (36) months immediately before the Tender Closing Date (“previous Government Contractor”), standard scores will be given to Assessment Criterion (10) in accordance with the following rule -
- 2 – No Demerit Points issued within thirty-six (36) months immediately before the Tender Closing Date.
  - 1 – One (1) Demerit Point issued within thirty-six (36) months immediately before the Tender Closing Date.
  - 0 – Two (2) Demerit Points issued within thirty-six (36) months immediately before the Tender Closing Date.
- (b) Where a Tenderer has not been a Previous Government Contractor of Non-skilled Worker Contract, it will be given an average mark which is calculated by dividing the aggregate marks under Assessment Criterion (10) of the Marking Scheme of all Tenderers who have been a Previous Government Contractor of Non-skilled Worker Contract and have scored the passing mark for Assessment Criteria (1), (2) and (3) of Section (A) Execution Plan of the Marking Scheme in Stage 3 evaluation by the number of such Tenderers rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under para. 6 under “Stage 3 – Technical Assessment” above.
- (c) Demerit Points means the Demerit Points defined in the Interpretation. Demerit Points under appeal will still be counted for the purpose of tender evaluation.

**Stage 4 – Price Assessment**

7. Failure to submit a Price Proposal in the form of the Price Schedule (**Contract Schedule 1**) with the Unit Price quotations for all Items (other than Item 3) in the Price Schedule duly completed by the Tender Closing Time will render a Tender invalid and will not be considered further. In the case of Item 3 of the Price Schedule (viz. the MSW Government Payment), if the Tenderer has failed to submit any of the requested monthly quotations in respect of any Location Item (viz., the Quoted MSW Charges per month or the Quoted EGW Charges per month or the Monthly Administrative Fee (MSW)), it shall be assumed that zero amount shall be chargeable. This is unless upon subsequent clarification with the Tenderer (which the Government may but is not obliged to make), the Tenderer denies such intention in which case, the Tenderer's Tender will not be considered further.

The price assessment is based on the Total Estimated Service Price of those Tenders which have passed Stage 3 assessment.

8. A **maximum weighted price score of 40** will be allocated to the conforming tender with the lowest Total Estimated Service Price, while the weighted price score for other conforming tenders will be calculated by the following formula –

$$\text{Weighted Price Score} = 40 \times \frac{\text{The lowest Total Estimated Service Price among the conforming tenders}}{\text{Total Estimated Service Price of the conforming tender being assessed}}$$

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

**Stage 5 - Calculation of Combined Score**

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

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

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

## Annex to Appendix A

### Innovative Suggestion Schedule

(Please refer to Notes 6 and 7 of the Explanatory Notes in the Marking Scheme for details.)

Tenderer shall provide details of its Innovative Suggestions<sup>1</sup> in the following tables. If there is not enough space, please use supplementary sheets if necessary.

#### Pro-innovation Proposals – Directly relevant to the goods/ services to be procured under the Contract

Item No	Pro-innovation Proposals <sup>2</sup>	Brief description of the improvements/benefits/positive values to be brought about <sup>3</sup>	Implementation Details	Supporting documents (if any)

<sup>1</sup> The Innovative Suggestion, whether it be a Pro-innovation Proposal or an ESG Proposal, shall not just repeat, or be inconsistent with, the requirements of the Tender Documents.

<sup>2</sup> Please identify the technological means or arrangements or work process or solutions or equipment covered by the Pro-innovation Proposal that can enhance efficiency, effectiveness and productivity of the Services. If not clearly stated, it shall be assumed that the Pro-innovation Proposal shall apply to all Services.

<sup>3</sup> If the Marking Scheme stipulates a list of improvements and/or benefits and/or positive values which Innovative Suggestion must bring about, in order to score marks, the Innovative Suggestion must bring about any one or more such improvements and/or benefits and/or positive values as found in the list.

### ESG Proposals – May but need not be directly relevant to the goods/ services to be procured under the Contract

Item No	ESG Proposals <sup>4</sup> (E) for environmental protection or sustainability (S) for social responsibility (G) for governance	Brief description of the improvements/benefits/positive values to be brought about <sup>5</sup>	Implementation Details	Supporting documents (if any)

Name of Tenderer in English (in Block Letters): \_\_\_\_\_

<sup>4</sup> Please identify whether the ESG Proposal is for environmental protection or sustainability OR for social responsibility OR for governance by filling in (E) or (S) or (G) as the case may be. Unless otherwise expressly specified, it shall be assumed that the ESG Proposal shall apply to all Services.

<sup>5</sup> Please see footnote 3 above.

**Appendix B to Terms of Tender (Supplement)****Registration Form for Attending the Tender Briefing**

To: Director of Agriculture, Fisheries and Conservation  
(Attention: Dr. Ernest WU)

[By Fax: 2774 6248 [on or before 3 January 2024]

**Tender Ref.: AFCD/IQ/AMO/01/23**  
**Tender for the Provision of Building Management Services**  
**for the Animal Management and Animal Welfare Building Complex**  
**at 16 Shing Yau Street, Kai Tak, Kowloon**

I refer to your invitation for the captioned and would like to inform you that:

- We have interest in bidding the captioned and wish to attend the tender briefing to be held at **10:30 a.m. on 8 January 2024**. The following officer(s) from my company will attend the tender briefing: -

Name	Mobile Phone Number (optional)

*\* Tenderers who are interested in attending the tender briefing should arrive at Room 701A, 7/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong at least 5 minutes before the briefing session.*

- We are not interested in bidding the captioned/ unable to quote because [please specify the reason(s)]: -

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Authorised signature & company chop : \_\_\_\_\_

Name of the above signatory: \_\_\_\_\_

Name of company in English: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Date : \_\_\_\_\_

## Appendix C to Terms of Tender (Supplement)

### Form of Banker's Guarantee

THIS GUARANTEE is made on the \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_

of \_\_\_\_\_ a bank within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor")

In favour of

The Government of the Hong Kong Special Administrative Region (hereinafter called the "Government") of the other part.

#### **WHEREAS**

(A) By a contract (hereinafter called the "Contract") dated the \_\_\_\_\_ of \_\_\_\_\_ made between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as Agriculture, Fisheries and Conservation Department Contract No. AFCD/IQ/AMO/01/23), the Contractor agreed and undertook to provide building management services for the Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon, Hong Kong upon the terms and conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and conditions hereinafter appearing, the due and faithful performance of the Contract by the Contractor.

Now this Guarantee executed as a deed witnesses as follows:

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

(2) In consideration of the Government's acceptance of the bank named herein as the Guarantor under this Guarantee:

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

- (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
- (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.
- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution or where "the Contractor" is a company, any change of its member or shareholder or its officers or its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.
- (5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:
- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
  - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
  - (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission,



indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;

- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract; and
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

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

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

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

whichever is the applicable.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

- (9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.
- (10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.
- (11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.
- (12) All documents arising out of or in connection with this Guarantee shall be served:
- (a) upon the Government, at the Agriculture, Fisheries and Conservation Department of 5/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong marked for the attention of Senior Veterinary Officer/Animal Management (Operations), facsimile number 2152 0320;
  - (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) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor ..... has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

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

Name of witness:
Title of witness:
Signature of witness:

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

Name of witness:
Title of witness:
Signature of witness:

\* Please delete as appropriate

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

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

**Appendix D to Terms of Tender (Supplement)**

**Contact Information**

Contact details of:

(1) The Government Representative: Agriculture, Fisheries and Conservation Department

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

Attn: Dr. Ernest WU  
(Veterinary Officer/  
Animal Management Centre/Kowloon)

Facsimile Number : (852) 2774 6248

Email Address: [ernestkhwu@afcd.gov.hk](mailto:ernestkhwu@afcd.gov.hk)

(2) The Tenderer:

Address:

Attn:

Facsimile Number:

Email Address:

(3) Process Agent (for a Tenderer  
incorporated, formed or established  
outside Hong Kong):

Address:

Attn:

Facsimile Number:

Email Address:

## Appendix E to Terms of Tender (Supplement)

### Certification of Heat Stroke Prevention Work Plan

**Tender Reference:** \_\_\_\_\_

**Invitation to Tender / Contract Title:**

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

I, \_\_\_\_\_ [full name of registered safety officer], hereby certify that the Heat Stroke Prevention Work Plan prepared and submitted by the Tenderer in respect of the above-mentioned Invitation to Tender has been checked in full compliance with the requirements set out in Clause 7.8 of the Terms of Tender (Supplement) issued by the Government in relation to the above-mentioned Invitation to Tender.

**Signature of Safety Officer:** \_\_\_\_\_

**Registration Reference under the Labour Department:** \_\_\_\_\_

**Expiry Date of Registration under the Labour Department:** \_\_\_\_\_

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

**Note 1:** The signatory of this Certification of Heat Stroke Prevention Work Plan hereby authorise the Agriculture, Fisheries and Conservation Department to obtain information from the Labour Department and give consent to the Labour Department to provide information about the signatory's registration status with the Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) to the Agriculture, Fisheries and Conservation Department for the purposes of assessment of our Tender under this Invitation to Tender and subsequent management of the Contract.

**Note 2:** Regardless of the mode the Tender is submitted (viz. via paper-based tendering or electronic tendering (if applicable)), this must be signed and submitted as part of the Tender by the Tender Closing Date, otherwise the Tender will not be considered further. However, if a photocopy or scanned copy of this document signed by the above Safety Officer has been submitted (and which will be the case for electronic tendering if applicable), the Government reserves the power, but not the obligation, to request the original for further verification after the Tender Closing Date. In preparing this certification, please adopt the above wording, otherwise, the Tender may not be considered further. Where any blank has not been completed (apart from the name block and signature block), the Government reserves the power, but not the obligation, to request resubmission after the Tender Closing Date.

**Tender for the Provision of Building Management Services  
for the Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3**

**SPECIAL CONDITIONS OF CONTRACT**

**References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-2 (January 2023).**

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Appendix B to Special Conditions of Contract - Authorisation Form for Criminal Record Checking

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

- 1.1 The Contractor shall provide the Services to the Government for a period of **thirty-six (36) months, inclusive of a transition period of three (3) months**, beginning from a Commencement Date to be specified by the Government Representative in the letter notifying conditional acceptance of offer, subject to sooner termination or extension pursuant to the terms and conditions of the Contract. Services required during the Contract Period have been set out in the Service Specifications. Actual commencement date and end date of the Contract Period are subject to the written confirmation of the Government Representative.
- 1.2 The Government may, on giving the Contractor fourteen (14) days' written notice, postpone the Commencement Date to a date specified by the Government in the notice.
- 1.3 Notwithstanding Clause 1.1 above, the Government may by serving a written notice on the Contractor not less than one (1) month prior to the expiry of the Contract Period at its sole discretion extend the Contract Period for a specified period or periods of up to twelve (12) months, commencing immediately upon expiry of the Contract Period on the same terms and conditions (except this Clause 1.3 as this Contract).

**2. Total Services and Variation [Clause 2 of the General Conditions of Contract shall be read subject to this Clause 2.]**

- 2.1 The Contractor must provide the Services with the Workers in accordance with the terms and conditions of the Contract (including but not limited to the Service Specifications, the Terms of Tender and General Conditions of Contract (**BD-TERMS-2**)(**January 2023**), Terms of Tender (Supplement), Special Conditions of Contract and the Contract Schedules) at such time and in such manner as the Government Representative may specify from time to time and to the satisfaction of the Government Representative.
- 2.2 The Contractor must observe and comply with any directions or instructions given by the Government Representative.
- 2.3 Each Worker must devote all of his or her respective time, attention and energy to carrying out of the Services and subject to any directions as may be given by the Government from time to time.
- 2.4 The Workers may be required to work over-time or in places other than the Contract Venue as may be directed by the Government Representative or as driven by the demands of work, urgency of task or operational needs.
- 2.5 The Contractor must not extend the Services beyond the requirements specified in the Contract except as directed in writing by the Government Representative.
- 2.6 The Government may: -
  - (a) by giving not less than seven (7) days' notice in writing require the Contractor to provide additional Workers to carry out additional services other than the Services in such manner and at such times as the Government Representative may specify or other special services at any locations in the Contract Venue with or without special equipment and/or Special Protective Gear as the Government Representative may specify.
  - (b) by giving not less than one (1) day's notice in writing require the Contractor to provide additional Security Guards with manpower requirements set out in Item 2 of the Service Specifications in case of petitions, demonstration and any other circumstances which the Government Representative may deem necessary.



- (c) by giving not less than two (2) hours' verbal notice (to be properly documented subsequently) require the Contractor to provide additional Workers to carry out emergency or other special services at any locations in the Contract Venue with or without special equipment and/or Special Protective Gear as the Government Representative may specify.
- (d) by giving not less than fourteen (14) calendar days' notice in writing require the Contractor to suspend the Services or any part thereof at such times, in such manner and for such duration as the Government Representative may specify.
- (e) by notice in writing to the Contractor require a redirection of any staff or resources employed by the Contractor in the Services to perform any other services within the Contract Venue without any additional cost.

### **3. Contractor's Obligations**

- 3.1 the Contractor shall during the Contract Period provide the Government, by deploying the Workers, the Services in accordance with Service Specifications subject to the stipulations and conditions of this Contract.
- 3.2 The Contractor must provide the Services in a timely and professional manner and must conform to the standards generally observed in the industry for similar services and the specific requirements as set out in this Contract.
- 3.3 The Contractor must comply with all the provisions in the Service Specifications during the continuance of the Contract.
- 3.4 The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to provide the Services. The Contractor will not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to the Service Specifications or any other provisions of the Contract.
- 3.5 The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.
- 3.6 The Contractor must perform its obligations under the Contract: -
  - (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
  - (b) in accordance with Good Industry Practice.
- 3.7 Time will be of the essence as regards each provision of the Services.
- 3.8 Notwithstanding any provision of the Contract, due provision of any Services to the Government will not be regarded to have taken place unless and until such Services are accepted by the Government.

### **4. Assignment and Sub-contracting [Clause 24 of the General Conditions of Contract shall be read subject to this Clause 4.]**

- 4.1 The Contractor shall not assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations regarding Items 1 (Onsite Management and Coordination Services) and 2 (Security Guarding Services) of the Service Specifications under the Contract.

- 4.2 Unless otherwise provided for in the Contract, the Contractor must not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations regarding Items 3 (Cleaning, Disinfection and Waste Disposal Services) of the Service Specifications under the Contract.
- 4.3 If the Contractor proposes to appoint any sub-contractor, it must submit the proposed sub- contract to the Government for approval. The Government reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract must be deposited with the Government within seven (7) days after the effective date of the sub-contract.
- 4.4 The Contractor must remain fully liable and must not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Contractor must be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.

**5. Contractor's Acknowledgment [Clause 3 of the General Conditions of Contract shall be read subject to this Clause 5.]**

The Contractor acknowledges that: -

- 5.1 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 and transportation requirement under the Contract;
- 5.2 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; due to seasonal changes, tropical cyclones, inclement weather, festivals and special events, the amount of work may fluctuate. The Contractor shall make necessary allowance and provide adequate resources to cope with the amount of increased work. These shall include but shall not be limited to an increase in litter container emptying and refuse removal as the Government Representative may direct from time to time. The Contractor shall not be entitled to any additional payment in respect of these services;
- 5.3 within a reasonable period of time from the Commencement Date, but in any event no later than ninety (90) days after the Commencement Date, the Contractor shall submit to the Government a comprehensive work plan, quality plan, management plan and contingency plan setting out all the planned, routine and anticipated services the Contractor shall perform in respect of the Services during the Contract Period for the Government's approval. The final work plan, quality plan, management plan and contingency plan to be implemented by the Contractor shall be agreed by the Government. The duties, obligations or responsibilities of the Contractor under the Contract shall not be reduced by the plans submitted; and
- 5.4 the Contractor shall carry out all operations necessary for the performance of the Services in such a manner so as not to interfere unreasonably or unnecessarily or improperly with -
- (a) the convenience of the public, tenants/residents at the Site; or
  - (b) the access to, or use and occupation of public or private roads or footpaths or properties whether in the possession of the Government or any other person.

**6. Contractor's Warranties and Undertakings [Clause 4 of the General Conditions of Contract shall be read subject to this Clause 6.]**

- 6.1 Without prejudice to any other provisions of this Contract, the Contractor shall during the Contract Period: -
- (a) provide, maintain and employ, at the sole expense of the Contractor and to the satisfaction of the Government Representative, the Workers and related equipment in the Contract Venue as specified in Service Specifications;
  - (b) provide additional Workers upon request by the Government Representative; and
  - (c) ensure that the Workers diligently and properly perform all duties as set out in Service Specifications.
- 6.2 The Contractor shall upon and subject to the terms and conditions of the Contract carry out and complete the Services in accordance with the Contract in every respect in accordance with the directions and to the reasonable satisfaction of the Government Representative, who may in his absolute discretion and from time to time issue further details, and/or written explanations in regard to the Services.
- 6.3 The Contractor shall, if directed by the Government Representative, execute any part of the Services in such order and at such times and commencing from such points as may be required by the Government Representative. In the absence of such directions, the Contractor shall execute the Services in such order and commencing at such point as the Contractor reasonably considers to be most effective and efficient for the purposes of providing the Services, and without unnecessary disruption to public's use of the Contract Venue.
- 6.4 The Contractor shall, if directed by the Government Representative, furnish particulars in writing of its arrangements for carrying out the Services or any part thereof and any additional services which the Contractor intends to supply, use or perform as the case may be. The submission to and approval by the Government Representative of such particulars shall not relieve the Contractor of any of its duties or responsibilities under the Contract.
- 6.5 All Security Workers deployed by the Contractor to perform the Services shall at all times during the Contract Period hold valid Category B Security Personnel Permit issued under the Security and Guarding Services Ordinance (Cap.460) to do the relevant type of security work (as defined in the Ordinance) as required under this Contract.
- 6.6 The Contractor shall from time to time maintain the validity and obtain renewals (if necessary) of all certificates such as ISO and/or OHSAS throughout the Contract Period (or such extension, if applicable) if scores have been obtained in the tender evaluation.
- 6.7 The Contractor shall take all necessary measures, including the provision of proper protective gear and proper training to ensure the safety of all Workers and all other persons at, in or near the Contract Venue in the provision of the Services.
- 6.8 The Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative.
- 6.9 The Contractor shall fully co-operate with the Government Representative and 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.

- 6.10 The Contractor shall cooperate and coordinate with other contractor(s) as may be engaged by the Government for the provision of any regular or ad hoc services to the Government at the Contract Venue (such as additional security services in emergency situations) and any other relevant parties (such as the Hong Kong Police Force) as may be directed by the Government Representative.
- 6.11 The Contractor must be responsible for the efficient performance of the Contract and for the good conduct of the Workers while they are performing duties for the Government.
- 6.12 The Contractor must: -
- (a) ensure that all Workers are efficient, honest and acceptable to the Government in terms of ability, working attitude and personal behaviour;
  - (b) ensure that all Workers satisfy the qualification and experience requirements and possess any skills and expertise set out in the Service Specifications;
  - (c) ensure that all Workers perform competently and behave to the satisfaction of the Government Representative;
  - (d) ensure that all Workers abide by the Government's instructions and any law and regulations applicable to the provision of Services; and
  - (e) immediately notify in writing the Government Representative of any acceptance of advantage, bankruptcy or disclosure of confidential information affecting the Workers.
- 6.13 The appointment or replacement of any Workers to undertake any part of the Services will not relieve the Contractor from any liability or obligation under this Contract and the Contractor will be responsible for the acts, omissions, defaults and neglects of any Workers as if they were the acts, omissions, defaults or neglects of the Contractor.
- 6.14 The Contractor must provide proper training and instructions from time to time for all Security Personnel on all matters concerned with the Services.
- 6.15 The Contractor must comply with all applicable laws and regulations.
- 6.16 If at the request of the Contractor assistance of any Government staff is provided after normal business hours, the Contractor must be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

## **7. Gratuity to Non-skilled Workers**

- 7.1 The Contractor shall pay a gratuity to each 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.
- 7.2 Notwithstanding Clause 7.1 above, for each Non-skilled Worker who has been employed by the Contractor under the Standard Employment Contract in respect of this Contract for a period of service of less than 12 months immediately before the termination of the Standard Employment Contract (and yet still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the

Contractor shall still have to pay a gratuity to the Non-skilled Worker in respect of that shorter period of service provided that the Standard Employment Contract is terminated by the Contractor and the termination of the Standard Employment Contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

- 7.3 For the avoidance of doubt, for the purpose of this Clause 7.3, where the termination of the Standard Employment Contract is due to reason(s) in accordance with section 9 of the Employment Ordinance (Cap. 57) or due to the Non-skilled Worker terminating the Standard Employment Contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 7.2 to apply, this Contract shall originally be scheduled to have a contract duration of not less than 12 months had it not been the termination by the Government.
- 7.4 If a Non-skilled Worker is entitled to the gratuity in Clause 7.2 or Clause 7.3 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the period of service as mentioned therein.
- 7.5 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 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.

## **8. Gratuity to Supervisory Staff**

- 8.1 The Contractor shall pay a gratuity to each Supervisory Staff upon the expiry or termination of the contract of employment as defined in the Employment Ordinance (Cap. 57) entered into by the Contractor and the Supervisory Staff (referred to "the employment contract" hereinafter for the purpose of Clauses 8.1 and 8.2, for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Supervisory Staff 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 service of not less than 12 months immediately before the expiry or termination of the employment contract.
- 8.2 Notwithstanding Clause 8.1 above, for each Supervisory Staff who has been employed by the Contractor under the employment contract in respect of this Contract for a period of service of less than 12 months immediately before the termination of the employment contract (and still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall still have to pay a gratuity to the Supervisory Staff in respect of that shorter period of service provided that the employment contract is terminated by the Contractor and the termination of the employment contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

- 8.3 For the avoidance of doubt, for the purpose of this Clause 12.2, where the termination of the employment contract is due to reason(s) in accordance with section 9 of the Employment Ordinance (Cap. 57) or due to the Supervisory Staff terminating the employment contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 8.2 to apply, this Contract shall originally be scheduled to have a contract duration of not less than 12 months had it not been the termination by the Government.
- 8.4 If a Supervisory Staff is entitled to the gratuity in Clause 8.1 or Clause 8.2 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Supervisory Staff during the period of service as mentioned therein.
- 8.5 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.

## **9. Holiday Pay to Non-skilled Workers**

- 9.1 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.

## **10. Extra Wages to Non-skilled Workers for Working under Typhoon Signal No. 8 or above**

If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift in which the Non-skilled Worker has worked, the Contractor shall pay the Non-skilled Worker for that day/shift at least 150% of the Non-skilled Worker's original pay for the hours worked in that day/shift. Detailed requirements on the extra wages payable for working under typhoon signal no. 8 or above are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein. For the avoidance of doubt, the extra wages stipulated in this Clause shall also apply to a Non-skilled Worker with whom the Contractor is not required to enter into the Standard Employment Contract.

## **11. Wages and Working Conditions for the Non-skilled Workers**

- 11.1 The Contractor shall pay or shall ensure to be paid to each Non-skilled Worker during the Contract Period a wage not less than: -
- (a) the monthly wage for Non-skilled Worker (as the case may be) as specified in Part B of Contract Schedule 4; or
  - (b) the monthly wage referred to at (a) above as the same may be adjusted as a result of future revision of the Statutory Minimum Wage,
- whichever is the higher.

- 11.2 In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor in and for carrying out this Contract and/or a claim thereof is filed in the office of the Labour Department and proof thereof is furnished to the satisfaction of the Commissioner for Labour, the Government may, upon the Contractor's failure to pay the said money, make payment of such claim to the Commissioner for Labour or his representative out of any monies due or which may later become due to the Contractor under this Contract or other contracts with the Government and such payment shall be deemed to be a discharge of the obligation of the Government to pay the Contractor under this Contract or other contracts with the Government to the extent of such amount paid.
- 11.3 The Contractor shall pay to the Workers the wages set out in Part B of Contract Schedule 4 and in any case not lower than the committed monthly wage. Any shortfall between the wages set out in Part B of Contract Schedule 4 and wages received by the Workers shall entitle the Government to terminate the Contract and deduct the shortfall from the amount payable to the Contractor.
- 11.4 The Contractor shall not allow any Worker to work each day for more than the maximum allowable net working hours per day as specified in Part B of Contract Schedule 4 except under special circumstances with prior approval of the Government Representative.
- 11.5 The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate the Contract forthwith thereunder.

## **12. Personnel Records and Contractual Obligations under the Standard Employment Contract**

- 12.1 The Contractor shall maintain proper, current and accurate records of the Standard Employment Contract, the attendance log and wage books showing details of working hours, working days, payment of wages to all the Workers, bank autopay return, receipt of wages and record of contribution to the statutory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of manager and supervisors only) and age of each of the Worker.
- 12.2 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, with accompanying guidance notes [Samples of such contract and guidance notes (updated on 17.5.2023) promulgated by the Labour Department can be viewed or downloaded from the CCGO Internet Homepage at <https://fb.host.cngo.hksarg/sec/sec.htm>], and shall ensure that all the Workers fully understand all contents of the Standard Employment Contract.
- 12.3 The Contractor shall give a copy of the duly-signed Standard Employment Contract to its Non-skilled Workers upon the commencement of employment. The Contractor shall also within two (2) weeks from the Commencement Date provide the Government Representative with a copy of the Standard Employment Contract entered with accompanying guidance into under this Clause at its own costs. In the event that there is any change of Non-skilled Workers 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 with the new Non-skilled Workers or any employment contract is amended, as the case may be, at its own costs. The Government Representative shall keep copies of the Standard Employment Contracts for seven (7) years upon the expiry of the Contract.

- 12.4 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.
- 12.5 Without prejudice to the generality of Clause 12.4 above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligation :
- (a) paying wages;
  - (b) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
  - (c) 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;
  - (d) 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);
  - (e) paying the gratuity to the Non-skilled Workers as provided under Clause 7.1 of the Special Conditions of Contract (where applicable);
  - (f) paying gratuity to the Non-skilled Workers as provided under Clause 7.2 of the Special Conditions of Contract (where applicable); and
  - (g) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.
- 12.6 In the event that the Contractor engages a sub-contractor (the engagement of which is subject to the Government's prior written approval), it shall ensure that its sub-contractor shall also observe and comply with Clause 12.2 to Clause 12.5 above, as if references to "Contractor" read "sub-contractor".
- 12.7 If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 12.2 to Clause 12.5 above, without prejudice to any other rights, actions or remedies available to the Government including but not limited to the issuance of one or more Demerit Points to the Contractor and/or the sub-contractor, the Government may terminate the Contract immediately.
- 12.8 The Contractor shall not vary the terms and conditions of the employment contracts with the Non-skilled Workers without the prior written approval of the Government.
- 12.9 The Contractor shall keep proper record of all amendments, variation or cancellation to the Standard Employment Contract and the payment to the Workers.
- 12.10 Any breach of the undertaking in Clause 12.2 above in respect of written Standard Employment Contract with the Workers, shall be construed as a material breach of the Contract and the Government Representative shall have right to seek other appropriate remedies including the right to terminate the Contract.



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 Contract have been complied with. The Government Representative may at any time during the Contract Period approach the Workers 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 Workers to meet the Government Representative or the representatives of the Labour Department.

- 12.11 The Contractor shall obtain consent from the Workers, 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 when required for the purposes of the Contract.
- 12.12 All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.

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

- 13.1 Under the Debarment Mechanism, 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.
- 13.2 Under the Demerit Point System, if the Contractor is in breach of any of the following contractual obligations in one separate incident (or two separate incidents in the case of Clause 9.2(j) over any continuous period of 12 months within the Contract Period), the Government is entitled to issue one Demerit Point to the Contractor:
- (a) paying wages;
  - (b) paying holiday pay payable to Non-skilled Workers having been employed under a continuous contract for not less than one month;
  - (c) paying wages at a rate of at least 150% for Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
  - (d) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract;
  - (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;
  - (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);
  - (g) paying gratuity payable to Non-skilled Workers as provided under Clause 7.1 of the Special Conditions of Contract (where applicable);
  - (h) paying gratuity payable to Non-skilled Workers as provided under Clause 7.2 of the Special Conditions of Contract (where applicable);

- (i) paying gratuity payable to Supervisory Staff as provided under Clause 8 of the Special Conditions of Contract (where applicable); and
  - (j) compliance with all the measures in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract involves Non-skilled Workers performing duties outdoors, in indoor environment with air-conditioning and/or in the vicinity of heat sources.
- 13.3 For the purpose of each of Clauses 13.2(a) to (j) above, whether there is one separate incident of breach of the contractual obligations referred to therein shall be determined by the Government. For the purpose of each of Clauses 13.2(a) to (j) above, for every separate incident of non-compliance with the contractual obligations referred to therein, the Government is entitled to issue one Demerit Point to the Contractor. For the purpose of Clause 13.2(j), a non-compliance with the Heat Stroke Prevention Work Plan is a substantiated complaint or breach with respect to the Heat Stroke Prevention Work Plan determined by the Government. For every two separate incidents of non-compliance with the Heat Stroke Work Plan by the Contractor under this Contract over any continuous period of 12 months within the Contract Period, the Government is entitled to issue one Demerit Point to the Contractor.
- 13.4 If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to in Clause 13.2 above, the Government is entitled to issue one Demerit Point to each of the Contractor and the sub-contractor in accordance with Clauses 13.2 and 13.3 above.
- 13.5 The Demerit Point(s) shall be taken into account in the tender assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- 13.6 The Contractor shall comply with the terms and conditions set out in the Standard Employment Contract. If the Contractor is in breach of the terms and conditions in the Standard Employment Contract not in connection with the contractual obligations referred to in the definition of "Demerit Point" and not in connection with offences under the relevant Ordinances, the Government Representative shall also be entitled to record in writing a default notice and serve the same upon the Contractor.
- 13.7 The Government may keep a record of all default notices issued under this Contract (including those issued under Clauses 13 and 17). The Contractor agrees that the record so kept by the Government may be used by the Government in assessing any tenders submitted by the Contractor to the Government in future. For those default notices under appeal, they will still be taken into consideration in tender assessment until the Government Representative has revoked the decision made and removed the default notice from record.

#### **14. Sub-contractors' Compliance with the Relevant Obligations**

- 14.1 Where the Government has given written approval to the Contractor to engage sub-contractor(s), the Contractor shall monitor the performance of its sub-contractor(s) and ensure that its sub-contractor(s) do not commit any of the Relevant Offences or breach any of the contractual obligations to which a Demerit Point may be issued. For such purposes, the Contractor shall incorporate the relevant contractual clauses of this Contract into the contract(s) with its sub-contractor(s).

- 14.2 Without prejudice to any other rights, actions or remedies available to the Government, the Contractor shall ensure that any default on the part of its sub-contractor(s) shall be readily remedied.

**15. Payment to Contractor [Clause 11 of the General Conditions of Contract shall be read subject to this Clause 15.]**

- 15.1 Subject always to the terms and conditions hereof, and the Contractor having performed the Services in accordance with the terms and conditions of the Contract to the satisfaction of the Government and the Contractor having provided to the Government Representative a statement, in a form as that provided in **Appendix A to the Special Conditions of Contract**, certified by a certified public accountant registered under the Professional Accountants Ordinance (Cap. 50), the Government shall pay to the Contractor the Monthly Total Fee in accordance with the following formula: -

		Monthly Total Rate for Items 1 to 3 of Part 3A- Service Specifications calculated on the basis of the applicable rates of charges as set out in Part A1 of Contract Schedule 1 + <b>(plus)</b>
Monthly Total Fee payable to the Contractor	=	Special Services (if any) calculated on the basis of the applicable rates of charges as set out in Part A2 of Contract Schedule 1 + <b>(plus)</b>  Total charges for additional Services/ additional Worker(s) provided by the Contractor calculated on the basis of the applicable rates of charges as set out in Part A3 of Contract Schedule 1 + <b>(plus)</b>  Total charges for Government MSW Payment as set out in Part A4 of Contract Schedule 1 - <b>(minus)</b>  Total deductions calculated under Clause 16 of Special Conditions of Contract - <b>(minus)</b>  Total deductions calculated under Clause 37 of Special Conditions of Contract   Such other sums the Government is entitled to deduct pursuant to other provisions of the Contract

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

- 15.2 The Monthly Total Fee set out in Clause 15.1 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 tools required to be deployed/provided under the Contract; the costs and expenses incidental to the attendance of meetings; and all fees for obtaining any licence, authorisation or permit from any Government or other authority.
- 15.3 Payment will be made in Hong Kong dollars. The Contractor shall submit to the

Government Representative at the end of each month a detailed statement showing the Services rendered up to the end of that month and affirming all the Workers have been paid no less than the wages as specified in Part B of Contract Schedule 4 and contributions have been made for all the Workers in accordance with the Mandatory Provident Fund Schemes Ordinance (Cap. 485) or under the Occupational Retirement Schemes Ordinance (Cap. 426) in respect of the month to which the statement relates and to the satisfaction of the Government Representative, the Contractor shall be paid the monthly sum due under the Contract in arrears.

- 15.4 Unless the Government Representative otherwise notify in writing, all invoices and correspondence concerning the Monthly Total Fee shall be addressed to the address as designated by the Government Representative. The Government Representative shall not be liable for any delay in the payment of the Monthly Total Fee if invoices and correspondence are not delivered to the designated address.
- 15.5 The billing periods for the Monthly Total 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 Total Fee shall be adjusted on a pro rata basis.

## 16. Deductions

Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, the Government shall be entitled to make deductions from the Hourly Rate an amount (to be rounded to the nearest dollar) calculated in accordance with the formula below if any of the Workers (regardless of his job title or post) is absent from duty for whatever reasons during an entire shift or part thereof: -

$$\begin{array}{r} \text{Duration of absence (in minutes)} \\ \text{of the type of Workers} \end{array} \quad \times \quad \frac{\text{Hourly rate of the type of services performed by} \\ \text{relevant Workers specified in Part AI of Contract Schedule 1}}{60 \text{ (minutes)}}$$

## 17. Rectification of Failures

- 17.1 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.
- 17.2 Where the Government Representative is satisfied that in any particular case that the Contractor has failed to provide the Services in accordance with any terms and conditions or any provisions of the Contract, the Government Representative may (without prejudice to any rights or remedy that the Government has or may have against the Contractor) require the Contractor by either verbal or written instructions to remedy or rectify the failure in order to comply fully therewith within twenty-four (24) hours from the date of such verbal or written instructions, unless otherwise justified by the Contractor within such twenty-four (24) hours, and agreed by the Government Representative in writing, but in any event no later than seven (7) days from the date of the verbal or written instructions initially given by the Government Representative to the Contractor to remedy or rectify the failure.
- 17.3 Without prejudice to any other rights and remedies or actions which the Government may take under the Contract, the Government Representative shall have the right to reject unsatisfactory performance of the Services until such defects have been rectified by the Contractor and to the satisfaction of the Government Representative

within the time frame specified by the Government Representative. If the Contractor fails to comply with the instruction of the Government Representative issued under Clause 17.2 above and/or fulfil any of its contractual obligations, the Government Representative shall be entitled to record in writing a default notice and serve the same upon the Contractor.

**18. Contract Deposit [Clause 12 of the General Conditions of Contract shall be read subject to this Clause 18.]**

- 18.1 If the Contractor fails to comply with any provision of the Contract or any amount is due or payable by the Contractor to the Government, the Government may deduct from the Contract Deposit or call on the banker's guarantee (as the case may be) to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government relating to such failure, or to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Contractor.
- 18.2 The Contract Deposit (whether paid in cash or in the form of the banker's guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities owed by the Contractor to the Government.
- 18.3 If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee any time prior to the expiry or termination of the Contract, the Contractor must, within twenty-one (21) days after the date of the written demand by the Government, deposit a further sum or provide a further banker's guarantee, in a sum equal to the amount so deducted or so called, which further sum will be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause, the further banker's guarantee must comply with the requirements in Clauses 11.4.1 and 11.4.2 of the Terms of Tender (Supplement) and will come into operation on the date of its execution.
- 18.4 If the Contractor fails to comply with Clause 18.3 hereof, the Government may terminate the Contract immediately.
- 18.5 Upon the expiry or termination of the Contract: -
- (a) if the Contract Deposit is paid by cheque or cashier's order, the Government will, after deducting the sums due from the Contractor to the Government, return the balance of the Contract Deposit in cheque and without interest to the Contractor three (3) months after completion of all the obligations under the Contract by the Contractor to the Government's satisfaction, or the expiry or termination of the Contract, whichever is the later; and
  - (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee will be discharged and released in accordance with its terms.

**19. Use of Government's Premises**

- 19.1 The Government Representative may at their sole discretion provide free of charge storage space within the Contract Venue for use by the Contractor to store equipment and materials employed in the Services provided that: -

- (a) 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;
  - (b) the Contractor shall keep the said storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate;
  - (c) no fixtures, fittings or alteration shall be erected at or made to such storage space except with the Government Representative's prior consent in writing; and
  - (d) the Contractor shall, on demand, remove at its own cost as soon as practicable, all fixtures or fittings erected at such 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 Venue 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.
- 19.2 The Contractor shall ensure that all Workers shall not gain or attempt to gain access to any other parts of the Contract Venue except as specified in Part 3A- Service Specifications or except as may be specifically authorised by the Government Representative from time to time.
- 19.3 The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto the Contract Venue shall be the responsibility of the Contractor who shall indemnify the Government in respect of any loss or damage to the Contract Venue caused by such craft, vessel and vehicle.

## **20. Water and Electricity Supplies**

- 20.1 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 Venue for the purpose of provision of the Services. The Contractor shall warrant and undertake to the Government that it has made known to all its employees, sub-contractor and agents that the water and electricity supplies shall only be used for purposes under and in accordance with the Contract.
- 20.2 Except with the prior written approval of the Government Representative, the Contractor shall not install its own water or electrical fittings at the Contract Venue to facilitate drawing of water or electricity. If approved by the Government Representatives, the installations (be it permanent or temporary) shall be carried out by qualified person registered under the Waterworks Ordinance (Cap. 102) or Electricity (Registration) Regulations (Cap. 406D) as the case may be. The ownership of any such installations shall be vested in the Government provided that the Contractor shall, if and when required by the Government Representative, dismantle and remove at its own cost such installations without causing and shall make good any damage to the Contract Venue.
- 20.3 The Contractor shall ensure that all Workers exercise their utmost care in the use of water or electricity supplies to avoid wastage and damage to Government Property.
- 20.4 Permission to use the said water and electricity supplies shall cease at the end or

sooner termination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.

- 20.5 Wrongful use of water or electricity supplied by the Government shall entitle the Government Representative to revoke the permission granted under Clause 20.1 above. Where such permission is revoked under this Clause, the Contractor shall at its own expense procure water and/or power source for the Services.

## **21. Use of Government's Facilities**

In the provision of the Services, the Contractor may be required to use cleansing machines to be provided by the Government which must be operated by properly qualified or licensed Workers.

## **22. Contractor's Equipment, Materials and Tools**

- 22.1 The Contractor shall during the entire Contract Period provide at its own costs sufficient number of equipment, materials and tools for the safe, proper and efficient performance of the Services. All equipment, materials and tools shall be of a type approved by the Government Representative and shall be available for inspection and trial use by the Inspecting Officer at such times and in such manner as the Government Representative may specify.
- 22.2 All equipment, materials and tools used in the performance of the Services shall be clean, safe, of good working condition, free of excessive noise, odour or emission, and properly maintained. If the Government Representative is of the opinion that the equipment, materials or tools are inadequate or inefficient, or where the paint work or finish of the equipment fades or tarnishes, the Contractor shall repair, refurbish or replace such within a reasonable time to the satisfaction of the Government Representative.
- 22.3 The Contractor shall cause all equipment and tools to bear such words, devices or insignia as the Government Representative may require. No equipment or tools shall bear any advertising matter of any sort without the prior written consent of the Government Representative.
- 22.4 All walkie-talkies used for the performance of the Services shall be of the type licensed under the Telecommunications Ordinance (Cap. 106) and are efficient for communication within the Contract Venue.
- 22.5 The Contractor shall ensure that materials and chemicals used in the performance of the Services are in compliance with the Air Pollution Control (Volatile Organic Compounds) Regulation (Cap. 311W) and the laws of Hong Kong.
- 22.6 The Contractor shall, at its own costs, provide training and refresher training from time to time for Workers on operation of equipment in the performance of Services.
- 22.7 All equipment, materials and tools must be properly stored away after use so as not to be unsightly or cause obstruction.
- 22.8 The Government shall not be liable for the loss or damage howsoever caused to any equipment, materials and tools used by the Contractor and brought onto the Contract Venue.
- 22.9 All chemicals used in the performance of Services must be environmentally friendly and

approved by the Government Representative. The Contractor shall not use any chemical of corrosive nature which may cause any personal injury or property damage to the Contract Venue, the Workers or any person in or near the Contract Venue.

- 22.10 The Contractor shall not use any abrasive materials for cleaning porcelain, stainless steel and fiberglass surfaces.
- 22.11 The Contractor shall provide and display at its own expense warning signs bearing words such as "Cleaning Work in Progress (清潔進行中)", "Beware of Wet Floor (小心地滑)" and "Caution! Cleaning Work in Progress (請勿接近！清潔進行中)" as appropriate to ensure that during and after any cleaning process every reasonable measure is taken to ensure the prevention of damage to Government Property or the Contract Venue and injury to any persons.
- 22.12 The Contractor shall provide and display at its own expenses warning signs and all associated safety measures to ensure that during and after any operational work every reasonable measure is taken to ensure the prevention of damage to Government Property or Contract Venue and injury to any persons.

### **23. Property Manager**

- 23.1 Prior to the Commencement Date, the Contractor shall appoint, subject to the Government Representatives' approval, and deploy throughout the Contract Period a Property Manager who shall possess the qualification and experience required in the Service Specifications. He shall be generally responsible for all contractual and management matters and shall be required to liaise directly with the Government Representative. He shall be responsible for the overall administration of all Workers and to attend performance monitoring meetings with Government Representative as and when required. The Contractor shall upon appointment provide for the Government Representative's record details of the Property Manager including personal particulars, Hong Kong Identity Card number, qualification and/or record of experience. In the event of a change of the Property Manager, the Contractor shall submit details of the replacement Property Manager to the Government Representative within three (3) days after such change.
- 23.2 The Property Manager shall be readily available throughout the Contract Period to liaise with and take instructions from the Government Representative.

### **24. Uniform and Name Badges of the Workers**

- 24.1 In the provision of the Services, the Contractor shall ensure that: -
- (a) all Workers shall be equipped with tidy and clean uniforms at the Contractor's own cost;
  - (b) uniforms of all Workers are of a design proposed by the Contractor and subject to the approval of the Government Representative;
  - (c) all Guards performing reception/entrance duties as specified in Item 2 of Part 3A- Service Specifications shall wear suit and tie for male or wear shirt and skirt/pants for female;
  - (d) all Guards deployed at the Contract Venue shall wear reflective vests, at the Contractor's own cost, in addition to their approved uniforms for easy identification while performing duties at night or at any time as considered



necessary by the Government Representative;

- (e) all Workers shall display on their outer uniform at the chest position a name badge with his/her photograph embedded thereon;
- (f) the Government Representative may change the design and specifications of the uniform and badges as and when he considers necessary or appropriate. The Contractor shall within one (1) month of notification or such period as may be specified by the Government Representative replace the uniform and badges at the Contractor's own cost; and
- (g) the Contractor Representative shall wear suit and tie for male or wear shirt and skirt/pants for female.

## 25. Passes

- 25.1 The Government Representative may issue passes to the Contractor for the admission of its vehicles, employees or agents to the Contract Venue. Any person who fails to show such a pass on demand may be refused admission to the Contract Venue or any part thereof by the Government.
- 25.2 Any pass so issued shall be returned to the Government Representative on demand immediately upon cessation of the bearer's employment with the Contractor and upon termination of the Contract.

## 26. Information on Workers and Appointment of Property Manager

- 26.1 The Contractor shall within three (3) weeks and one (1) week prior to the Commencement Date provide for the Government Representative's record details of (i) Property Manager and (ii) Workers respectively including their photos, names, grades, posts, sex, age, dates of birth, identity card numbers, copy of valid Security Personnel Permit (if applicable) and training records. In the event of a change of any of the Workers, the Contractor shall submit details of all the incoming Workers to the Government Representative within three (3) days after such change.
- 26.2 It is the responsibility of the Contractor to seek permission and consent from the Workers to release and provide for the purposes of this Contract their personal data and records including certificates of Professional Qualifications, photographs as well as their employment history to the Government Representative.
- 26.3 All Workers shall be subject to security vetting and interviewed by the Government Representative at least three (3) weeks before the Commencement Date at the Contract Venue. The Contractor shall arrange all Workers to sign a personal copy of the authorisation form for criminal record checking at **Appendix B to Special Conditions of Contract** and submit it to the Government Representative one (1) month before commencing Services at the Contract Venue.
- 26.4 The Government Representative may deny access to the Contract Venue by any Workers who fails the security vetting and interview at Clause 26.3 above or whose presence in the Contract Venue is considered by the Government Representative to be undesirable. In the event of the Government Representative denying access to any of the Workers, the Contractor shall promptly replace such Workers so as to ensure that the specified number of Workers for a shift will be available to carry out the Services.

- 26.5 Without prejudice to any other rights or remedies which the Government has under the Contract, the Government shall be entitled to require a replacement of a Worker or any other personnel deployed by the Contractor for the Contract (including any of the management or supervisory staff) who does not perform his/her duties in accordance with the requirements set out in the Contract or otherwise to the satisfaction of the Government Representative within seven (7) days from the first written demand by the Government. The replacement shall comply with the requirements set out in the Contract and to the satisfaction of the Government Representative.
- 26.6 The Contractor shall ensure that all Workers, whilst engaged in the Services, shall conduct themselves in accordance with Clause 47 of the Special Conditions of Contract.
- 26.7 Prior to the Commencement Date, the Contractor shall appoint **one (1) Property Manager, one (1) Senior Security Guard and one (1) Cleaning Supervisor** who shall possess the work experience, qualifications, language proficiency and other requirements as set out in Item 1 of Part 3A - Service Specifications, subject to approval of the Government Representative.
- 26.8 The Property Manager, Senior Security Guard and Cleaning Supervisor shall be readily available at the Contract Venue throughout the Contract Period to liaise with and take instructions from the Government Representative or the Inspecting Officer.
- 26.9 The Property Manager, Senior Security Guard and Cleaning Supervisor shall attend all meetings convened by the Government Representative to which they may be summoned and shall be accountable to the Government Representative on behalf of the Contractor on all matters relating to the Services.
- 26.10 The Property Manager, Senior Security Guard and Cleaning Supervisor may be required to work outside the working hours as specified in Part A of Contract Schedule 4 as and when required by the Government Representative at the cost to be borne by the Contractor.

## 27. Management Committee

- 27.1 The Parties shall establish the Management Committee on the Commencement Date. The Management Committee shall consist of the Government Representative, Property Manager and such persons as may be designated by the Government Representative from time to time, and such other persons as agreed from time to time by the Parties.
- 27.2 The members of the Contractor's Management Team or any other person nominated by the Contractor and approved by the Government Representative to attend the Management Committee meetings shall be well-informed in relation to the matters to be considered by the Management Committee and be able to provide sufficient information on a relevant matter to the Management Committee to enable the Management Committee to properly review and assess performance of and progress under the Contract.
- 27.3 The Management Committee shall meet on a regular basis at least every six (6) months for the evaluation of the Contractor's performance.
- 27.4 The duties of the Management Committee are to: -
- (a) review and monitor performance and progress under this Contract, determine whether the Service Levels are performed and achieved;

- (b) consider and review compliance with any program established for the completion of various activities;
- (c) consider and review the operating and strategic plans prepared by the Contractor's Management Team on an annual basis;
- (d) consider and review the performance objectives, standards and measurements as stipulated in Service Specifications on an annual basis;
- (e) review the appropriate baseline Services and Service Levels for the following six (6) months after the commencement of the Contract Period and for the following successive six (6) month periods during the Contract Period on a biannual basis;
- (f) following the biannual review mentioned in (e) above, put forward any proposed change to the Services and/or Service Levels for Government's consideration; and
- (g) discuss such other matters of and incidental to the Contract as may be raised by any party.

27.5 The Contractor shall be responsible for preparing minutes of the meetings, information, data, reports, etc., for review and approval by the Government Representative on a regular basis as and when required. The final minutes of a meeting of the Management Committee as approved by the Government Representative shall be tabled and formally adopted by the Management Committee at its next meeting.

## **28. Post Implementation Review**

28.1 Within six (6) months after the commencement of the Contract Period, the Parties shall carry out a Post Implementation Review, which shall, inter alia, address the following:-

- (a) whether objectives under the Contract are being met;
- (b) all Contract management issues;
- (c) confirm the Service Levels;
- (d) the coverage of the Contract, e.g. addition and/or deletion of the Locations;
- (e) the quality of the Services provided by the Contractor;
- (f) the achievement of Service Levels by the Contractor;
- (g) the quality and performance of the Personnel; and
- (h) any breach by the Contractor of any terms or conditions of the Contract.

## **29. Review of Execution Plan and Innovative Suggestions**

The Government Representative may from time to time review the Execution Plan and Innovative Suggestions submitted by the Contractor at Contract Schedule 2 and may, without any additional cost to the Government and after consultation with the Contractor, require such changes to all or any of these plan as the Government Representative shall in his discretion consider necessary. The Contractor shall, upon request by the Government Representative, revise the plan and suggestions to the satisfaction of the Government Representative, without additional payment from the Government.

## **30. Transition Plans**

30.1 Upon issue of the letter of acceptance, the Contractor shall within fourteen (14) days or a shorter period as instructed by the Government Representative from the date of

the letter of acceptance submit the Transition Plans including Transition-in and Transition-out Plans to the Government Representative for consideration and approval.

- 30.2 The Transition-in Plan, covering the first three (3) months of the Contract Period, shall describe the transition period and steps involved in assuming the Services, showing the names and resumes of those key personnel involved. A full Transition-in migration plan on a Service-by-Service basis shall be included. The minimum lead time required for commencement of full Services shall also be stated in the Plan.
- 30.3 The Government Representative may, at any time after the Commencement Date, review the Transition Plans. Where the Government Representative is of the opinion that the Transition Plans shall be revised, the Contractor shall, upon request by the Government Representative, at no cost to the Government revise the Transition Plans.
- 30.4 If the Government Representative makes a request under Clause 30.1 above, the Contractor shall submit the revised Transition Plans to the Government Representative for approval within fourteen (14) days after the request from the Government Representative.
- 30.5 The Contractor shall implement and comply with the Transition Plans all at the Contractor's own expense and shall not vary, alter or amend the Transition Plans that are currently in force or implement any revised Transition Plans without the prior written approval of the Government Representative. Where the Government Representative has given approval for the revised Transition Plans, the Contractor shall implement the revised Transition Plans forthwith or on such date as may be specified by the Government Representative.

### **31. Provision of Services during Transition-in Stage**

- 31.1 The Contractor shall carry out the Transition-in Plan forthwith after the Commencement Date.
- 31.2 Throughout the Transition-in Stage, the Contractor shall ensure that: -
- (a) the Services are implemented, maintained and delivered in accordance with this Contract all at the Contractor's own expense; and
  - (b) where the Contractor envisages that the provision of the Services may be interfered due to the Contractor's implementation of improvement proposals or any other operational reasons (e.g. interruption of electronic security system) ("the interfering work"), the Contractor shall obtain the prior written consent of the Government Representative at least seven (7) Working Days in advance as to the scope of the Services that may be interfered and the duration of the interference before carrying out the interfering work.
- 31.3 Throughout the Transition-in Stage, the Contractor shall ensure that it has adequate resources dedicated to the process of implementing and completing the Transition-in Plan and to bear all the necessary costs.
- 31.4 If the Contractor proposes any changes to the Transition-in Plan, the Contractor shall forthwith obtain approval in writing from the Government Representative for the proposed changes. The Contractor shall not deviate from the Transition-in Plan unless changes to the Transition-in Plan are requested by the Government Representative or approved by the Government Representative. The amended Transition-in Plan as

approved by the Government Representative shall be substituted and be incorporated into and form part of the Contract.

- 31.5 Notwithstanding anything contained in this Clause, the transition as provided in the Transition-in Plan must be implemented and completed by the Contractor all at the Contractor's own expense on or before the last day of the Transition-in Stage to the satisfaction of the Government Representative.

### **32. Provision of Services during Transition-out Stage**

- 32.1 The Contractor shall carry out the Transition-out Plan in accordance with the terms and conditions of the Contract.
- 32.2 The Transition-out Plan shall cover, without limitation, the following aspects: -
- (a) provision of free access to the Materials and Confidential Information to the Government or another contractor and provision of copies thereof;
  - (b) answer of questions regarding the Services on a "as-needed" basis; and
  - (c) performance of the Services in parallel to the services provided by another contractor or the Government until the end of the Transition-out Stage.
- 32.3 The Transition-out Plan is subject to review by the Government Representative. The Contractor shall incorporate any variations or additions required by the Government Representative into the Transition-out Plan.
- 32.4 If the Government Representative considers that Additional Transition-out Services are required to be provided by the Contractor during Transition-out Stage, the Contractor shall provide such Services to the Government.
- 32.5 The Additional Transition-out Services will be paid by the Government at such rates as to be mutually agreed by the Parties. If the Parties cannot come to an agreement with regard to the rates for the Additional Transition-out Services within thirty (30) days from the date of request by the Government, the rates for the Additional Transition-out Services shall be determined by the Government at such rate after considering the rates prescribed for the provision of similar Services under this Contract.
- 32.6 The Contractor shall assign the Contractor's most suitably qualified and experienced personnel and most suitable resources, tools and equipment for the performance of the Additional Transition-out Services.
- 32.7 Notwithstanding the Government's service of a termination notice pursuant to Clause 36 of the Special Conditions of Contract, the Contractor shall continue to perform the Services under the Contract and the Additional Transition-out Services (if so requested by the Government).

### **33. Conduct of the Workers**

- 33.1 The Contractor shall be responsible for the good conduct of the Workers, the Contractor's sub-contractors and agents while they are carrying out the Services at the Contract Venue and shall ensure that they will behave in accordance with Part 3A - Service Specifications.
- 33.2 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 Workers or the Contractor's sub-contractors or agents

engaged or deployed for the purpose of the Contract.

- 33.3 Any of the Workers, 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.

#### 34. Site Record

The Contractor shall keep a record of attendance/absence of the Workers and a detailed record of the activities and events pertaining to the security guarding and reception services of the Contract Venue in the form of a log book, which shall be readily made available for inspection by the Government Representative or the Inspecting Officer.

#### 35. Notices [Clause 29 of the General Conditions of Contract shall be read subject to this Clause 35.]

- 35.1 Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, facsimile number or email address set out below and in the **Appendix D to the Terms of Tender (Supplement)** or such other postal address, facsimile number or email address as the addressee has by not less than seven (7) working days' prior written notice specified to the other party.

To the Government :	Agriculture, Fisheries and Conservation Department, 5/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong.
Attention:	Veterinary Officer/Kowloon Animal Management Centre
Fax Number:	(852) 2774 6248

- 35.2 Such notices, demands or other communications shall be addressed as provided above and, if so addressed, shall be deemed to have been duly given or made as follows:
- if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;
  - if sent by post, four (4) business days (for local post) and seven (7) business days (for overseas post) after the date of posting;
  - if sent by facsimile during normal business hours on a working day, when dispatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; or
  - if sent by email, when actually received in a readable form by the individual.

**36. Termination of Contract [Clauses 15 and 16 of the General Conditions of Contract shall be read subject to this Clause 36.]**

36.1 Without prejudice to other provisions of the Contract and to any other rights, actions or remedies available to the Government, if the Contractor or any sub-contractor engaged by the Contractor to perform this Contract: -

- (a) is convicted of any of the Relevant Offences arising from this Contract; or
- (b) has accumulated three or more Demerit Points arising from this Contract over a rolling period of 36 months; or
- (c) fails to observe or perform any of the terms and conditions of the Contract or pay any of the sums payable by the Contractor under the Contract, or (in the case of a breach capable of being remedied but not otherwise) has failed to remedy the breach to the satisfaction of the Government Representative within seven (7) days (or such longer period as the Government Representative may, in its sole discretion, allow) after the issuance by the Government Representative to the Contractor of a request in writing (such request to contain a warning of the Government's intention to terminate the Contract) requiring it to do so; or
- (d) makes or gives any warranties, undertakings, representations or information to the Government in connection with the Tender or the Contract which is incomplete, false or misleading; or
- (e) abandons the Contract in part or in whole; or
- (f) is found to have employed illegal workers in the execution of this Contract; or
- (g) has made any false declaration or untruthful revelation in regard to the record of convictions of offences under any of the relevant Ordinances in its tender submission made during the tendering process of this Contract; or
- (h) has its Security Company Licence suspended, revoked, expired, terminated or rendered invalid for whatever reason; or
- (i) has any officer (including director), employee, agent or sub-contractor of the Contractor having committed an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government,

the Government may terminate the Contract immediately.

36.2 The Government may also by written notice to the Contractor terminate the Contract immediately upon the occurrence of any of the following events: -

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) a shareholders' or members' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);

- (c) a petition is presented for the winding-up of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
  - (d) the Contractor is or becomes insolvent;
  - (e) a receiver is appointed over the whole or any part of the Contractor's business or assets;
  - (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - (g) the Government reasonably apprehends that any of the events mentioned above is about to occur.
- 36.3 Notwithstanding anything herein to the contrary, the Government may at any time during the Contract Period, at its option and without cause, terminate the contract by giving to the Contractor one (1) month's prior written notice of such termination.
- 36.4 Where the Government at its sole discretion removes or closes the Contract Venue, the Government will not be liable to pay the Monthly Service Fees for the Contract Venue removed or closed as from the date of removal or closure.
- 36.5 If the Contract is terminated, the Government shall: -
- (a) cease to be under any obligation to pay any Monthly Total Fee to the Contractor until all costs, loss and/or damage resulting or arising out from the termination of the Contractor's engagement have been calculated and provided such calculation shows a sum or sums due to the Contractor;
  - (b) be entitled to repossess any of the Government's materials, clothing, equipment or other goods loaned or hired to the Contractor and to have a lien on any of the materials, clothing, equipment or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government;
  - (c) be entitled to dispose all Contractor's materials, clothing, equipment or other goods if the Contractor fails to remove all such things from the Contract Venue within fourteen (14) days upon termination of the Contract, failing which the Government may dispose the same at its discretion in which event all costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Contractor forthwith;
  - (d) be under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Government by the Contract; and
  - (e) be entitled to remove any staff of the Contractor or its employees or agent from the Contract Venue.
- 36.6 The Contractor shall as soon as practicable after termination or expiry of the Contract at its expenses: -
- (a) 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;



- (b) deliver up to Government vacant possession of any office space, working area and storage space in the Contract Venue used/occupied by the Contractor in a clean and tidy condition (fair wear and tear excepted); and
  - (c) assist and co-operate with the Government to ensure an orderly transition of the provision of the Services to such person specified by the Government Representative and/or the completion of any work-in-progress;
  - (d) within twenty-eight (28) days of the date of termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of termination; and
  - (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Government for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Government or a replacement contractor to conduct due diligence.
- 36.7 The above rights of the Government are in addition to and without prejudice to any other rights the Government may have whether against the Contractor directly or pursuant to any guarantee or indemnity.
- 36.8 Any termination of the Contract shall not affect any accrued right or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 36.9 If the Contract is terminated by the Government (other than pursuant to Clause 36.3 above) and the Government makes other arrangements for the provision of any Services, the Government may recover from the Contractor: (a) any amount in excess of the Estimated Contract Price (which would have been payable to the Contractor had the Contract not been terminated) incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (b) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 36.1 above. If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments will be made by the Government to the Contractor for the Services provided by the Contractor prior to termination.
- 36.10 Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) will be payable by the Government to the Contractor as a result of any suspension or early termination of the Contract by the Government.

### 37. Suspension / Reduction of Services

37.1 The Government may, on giving the Contractor fourteen (14) days prior written notice, require the Contractor to suspend performance of all or part of the Services and/or to reduce the number of Workers deployed for the Services for such time or times and in such manner and for such period or periods as the Government may specify in the notice.

37.2 In the event that the Services are suspended under Clause 37.1 above, the Monthly Total Fee payable to the Contractor by the Government Representative shall be adjusted according to the following formula: -

- (a) if the provision of the Services is suspended for a consecutive period of one or more whole Month below, there shall be no Monthly Total Fee for that Month(s) for the Contract Venue; or
- (b) if the provision of the Services is suspended for a consecutive period of less than one Month, the Monthly Total Fee shall be adjusted as follows:

$$A \quad \times \quad \frac{B}{\text{Number of calendar days in that Month}}$$

Where

"A" is the Monthly Total Rate specified in Part A1 of Contract Schedule 1; and

"B" is the total number of calendar days which the Services have been fully rendered by the Contractor.

37.3 In the event that the number of Workers deployed to perform the Services is reduced under Clause 37.1 above, the Monthly Total Fee payable to the Contractor by the Government Representative shall be adjusted according to the following formula: -

$$C \quad \times \quad D$$

Where

"C" is the number of hours by which the Worker deployed to perform the Services is reduced in the Month; and

"D" is the corresponding hourly rate set out in Part A1 of Contract Schedule 1.

### 38. Valuation of Variation

38.1 Where a variation has been made to the Contract, the amount to be added or deducted from the Monthly Total Fee shall be adjusted in accordance with the rates quoted by the Contractor in Part A3 of Contract Schedule 1 so far as the same may be applicable. Where rates are not contained in Part A3 of Contract Schedule 1, or are not applicable, such amount shall be as agreed between the Government Representative and the Contractor as is reasonable in the circumstances. If the parties are unable to agree on the new rate, the Government may nevertheless direct the Contractor in writing to proceed with the variation and the Contractor shall act accordingly.

38.2 Notwithstanding Clause 38.1 above, no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the Estimated Contract Price or more than twenty percent (20%), unless otherwise mutually agreed by the Contractor and the Government. For the avoidance of doubt, the Government shall be deemed to have fully performed its contractual obligation under the Contract by so requiring the provision of the Services from the Contractor at or above eighty percent (80%) of the Estimated Contract Price.

### **39. Non-exclusive Contract**

Nothing in the Contract shall preclude the Government from procuring any Services from any other person.

### **40. Vicarious Liability**

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.

### **41. Conviction Record Check**

41.1 The Contractor<sup>6</sup> shall require the Workers to declare in the job application form and/or other related documents whether they have been convicted of any criminal offence in Hong Kong or elsewhere, and to provide the details.

41.2 The Contractor shall seek the consent of the Workers to pass the information regarding Clause 41.1 above and to the Government Representative for consideration of the suitability of the Contractor's prospective employees.

### **42. Monies or Valuables found by the Workers**

All monies or other items of value found by the Contractor, its employees or agents in performing the Services at any place within the Contract Venue shall be handed to the Government Representative as soon as possible.

### **43. Contractor's Performance**

The Contractor should note that its performance under this Contract will be monitored and may be taken into account when its future tenders/ quotations are evaluated.

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<sup>6</sup> The Contractor shall inform the employees of the following: -

- (a) It is obligatory for the employees to provide the information required;
- (b) Refusing to disclose the required information or intentionally providing the false information and/or withholding any material information may render them unsuitable for deployment at the Contract Venue;
- (c) The information provided by the employees is used by the Government for the consideration of their suitability for deployment at the Contract Venue;
- (d) Any conviction of criminal offence(s) may not necessarily render them unsuitable for deployment at the Contract Venue; and
- (e) The Workers have the right to request for access and correction of the information provided by sending a written request to the Contractor.

#### 44. Default in Performance

- 44.1 Upon award of the Contract, the Contractor shall submit for the approval of the Government Representative a checklist to be used for the monitoring on the performance by the Workers while they are on duty. The Government Representative would also countercheck the performance of the Workers or agents by means of the approved checklist.
- 44.2 The Government Representative will conduct regular review on the Services provided by the Contractor on a half-yearly basis during the Contract Period. The review shall include but not be limited to the compliance of the Contractor's warranties and undertaking as prescribed above.
- 44.3 If the Contractor fails to comply with the instruction of the Government Representative or the Inspecting Officer issued under this Clause and Clause 17 of the Special Conditions of Contract, the Government Representative shall be entitled to record in writing an advisory letter ("Advisory Letter") which shall be issued to the Contractor. Without prejudice to any other rights and remedies or actions to be taken under the Contract, the Government Representative shall have the right to reject unsatisfactory performance of the Services whereupon due deduction from the Monthly Total Payment shall be made pursuant to Clause 15 of the Special Conditions of Contract.
- 44.4 At any time during the Contract Period, if the Contractor has received an accumulated total of five (5) Advisory Letters, the Government Representative shall be entitled to issue a warning letter ("Warning Letter") demanding the Contractor to remedy any outstanding or continuous breaches which have thus far remained not remedied within fourteen (14) days from the date of the letter. For the avoidance of doubt, the subject matters complained of in each of the five (5) Advisory Letters and Warning Letters may or may not relate to the term or condition of which the Contractor is in breach.
- 44.5 After the Warning Letter has been issued, if the Contractor still fails to rectify/remedy any non-compliance with the terms and conditions of the Contract to the satisfaction of the Government Representative within fourteen (14) days after the date of the Final Warning Letter, the Government Representative shall be entitled to forthwith terminate the Contract in accordance with Clause 36 of the Special Conditions of Contract. The ground for termination of the Contract set out in this provision is in addition to and without prejudice to any other grounds for termination under the Contract and the Government is at liberty to terminate the Contract in pursuance of any such other grounds specified in Clause 36 of the Special Conditions of Contract without the need for having first issued any of the Advisory Letters or Warning Letters.
- 44.6 In addition to the Advisory Letter or the Warning Letter which may be issued under this Clause hereof, the Government Representative shall be entitled to withhold and/or where applicable, make deductions from, the Monthly Total Payment in accordance with Clause 15 of the Special Conditions of Contract until the Services have been performed to the satisfaction of the Government Representative and in strict accordance with the terms and conditions of the Contract and until all costs and expenses which may be incurred by the Government has been recovered.

#### 45. **Government to Step In**

Notwithstanding any other provisions herein and without prejudice to other rights and remedies of the Government, if the Contractor fails to provide any of the Services or its provision of the Services is found to be unsatisfactory by the Government Representative, the Government shall be entitled to have such Services carried out by the Government employees or contractor for such period as the Government Representative deems fit and to deduct all expenses or costs incurred by the Government from any monies due or becoming due to the Contractor under this Contract.

#### 46. **Arrangement during Epidemic Illness**

In the event of illness of any epidemic nature breaking out, the Contractor shall comply with all such orders, arrangements or regulations as may be issued by the Government with a view to stamping out the same. The Contractor shall comply with any instructions issued by the Government regarding measures to be adopted to prevent or control diseases of any kind. The Contractor shall not be entitled to any additional payment for carrying out any work or performing any services in accordance with the orders, arrangements, regulations or instructions.

#### 47. **General Rules Governing the Workers**

- 47.1 All **Workers** shall report for duty to their Property Manager with entries/signatories made in the form of daily return set out in **Appendix B of Service Specifications** prior to starting work and leaving the Contract Venue after daily work. The Contractor shall provide time recorder(s) for all Workers to punch their time cards whenever necessary.
- 47.2 All the Workers employed for the provision of the Services shall be physically capable of executing and maintaining the Services properly and timely.
- 47.3 The Contractor shall ensure that all the Workers and agents maintain the highest standard of hygiene, courtesy and consideration in performing the Services.
- 47.4 The Contractor, the Workers, its agents shall deal promptly and courteously with the Inspecting Officer and the Government Representative, the general public and all others with whom they may have contact in performing the Services under the Contract.
- 47.5 The Contractor shall ensure that all the Workers and agents do not smoke, consume alcoholic drink, listen to the radio, cook, sleep, lay idle or hang clothes or any articles in or around toilets, or Government properties and they shall refrain from audio and visual entertainment and any other malpractice while they are performing the Services.
- 47.6 The Workers and agents are strictly forbidden to allow access to, or bring onto any site or location, any unauthorised persons, animals or birds during such time as their attendance is in connection with their duties under the Contract.
- 47.7 All the Workers shall perform their duties in a professional manner and shall be well-disciplined to the satisfaction of the Government.

**48. Demarcation Area Accessed by Equipment for Working at Height/Cleaning Ceilings, Roofs and External Walls**

- 48.1 The Contractor shall be responsible for assigning appropriate and well-qualified manpower, at its own cost, to operate equipment (e.g. arrest system, scaffolding platforms, hydraulic mobile elevating platforms, spider lift access system, mobile elevating platform, etc.) (if any) provided in the Contract Venue to perform cleaning/inspection service works at height in a safe and proper manner, and shall deploy at least two (2) trained Cleaners/Workers with valid permit or licence to operate such equipment in accordance with the prevailing statutory rules and regulations for the task.
- 48.2 If required to deploy staff to perform cleaning/inspection service works at height, the Contractor shall observe the following Regulations and Codes of Practices: -
- (a) Factories and Industrial Undertakings (Suspended Working Platforms) Regulation;
  - (b) Occupational Safety and Health Regulation - Section 6;
  - (c) Factories and Industrial Undertakings Regulations - Regulation 24;
  - (d) Construction Sites (Safety) Regulations - Regulation 38A to 38I;
  - (e) Code of Practice for Metal Scaffolding Safety, Code of Practice for Bamboo Scaffolding Safety and Code of Practice of Safe Use and Operation of Suspended Working Platforms issued by Commissioner for Labour; and
  - (f) any other regulations and Codes of Practices on the use of equipment for working at height prevailed during the Contract Period.

**49. Insurance Policy [Clause 21 of the General Conditions of Contract shall be read subject to this Clause 49.]**

- 49.1 The Contractor must effect and maintain throughout the Contract Period a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such insurances must include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. The insurance company or companies must be authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong).
- 49.2 Without prejudice to Clause 49.1 hereof, the Contractor must effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.
- 49.3 If required by the Government, the Contractor must deliver to the Government copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 49.4 If the Contractor fails to give effect to or maintain any insurance required under the Contract, the Government may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.

- 49.5 No provision in any insurance and no amount of insurance covered will relieve the Contractor of any liability under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

## **50. Replacement of the Workers**

- 50.1 The Government has the right to require the Contractor to immediately replace any of the Workers if:
- (a) the Government, in its reasonable opinion, finds the Worker unsuitable on grounds including but not limited to dishonesty, habitual neglect in the discharge of his duties, unbecoming behaviour, suspected commission of crime or other misconduct, mental or physical incapacity, and/or failure to comply with Government directive regarding performance of the Contract;
  - (b) the Worker ceases to satisfy the minimum qualification requirements as specified in the Service Specifications; or
  - (c) the Government, in its opinion, finds the Worker incompetent or incapable of performing the Services.
- 50.2 Upon receipt of the notice from the Government, the Contractor must nominate the substitutes or replacements for the Government's consideration (the number of nominated substitutes or replacements should be twice the number of Workers removed or to be replaced). The Contractor must be solely responsible for all direct, indirect and consequential costs or losses that may arise from such substitution or replacement.
- 50.3 The Contractor must ensure that each of the nominated substitutes or replacements referred to in Clause 50.2 hereof satisfies the requirements on qualification, skills and experience specified in the Service Specifications and will be available immediately. In the event that the Government Representative, in its judgment, is not satisfied with any of the nominated substitutes or replacements, the Contractor must forthwith provide other candidates to the Government Representative until a suitable replacement is selected.

## **51. Occupational Safety and Health**

- 51.1 The Contractor must comply with the Government Representative's prevailing policies, guidelines and procedures safeguarding occupational safety and health of the Workers deployed at the Contract Venue. The Contractor must ensure that whenever it is so required, comprehensive assessment and management of risks to occupational safety and health of the Workers deployed at the Contract Venue will be undertaken. Based on such assessment, adequate measures must be taken to guard against such risks. The Contractor must only provide experienced supervisory staff to give proper training, supervision and instructions to its Workers. The Contractor must ensure that all Workers provided by it to execute the Services: -
- (a) are properly trained, competent and efficient in carrying out the duties as stipulated in the Service Specifications;
  - (b) must be fully aware of any potential risks that may exist through the undertaking of their duties and to follow policies and guidelines that may be

in force from time to time concerning occupational safety and health;

- (c) take all reasonable steps to ensure their safety, and the safety of others, in the discharge of their duties; and
- (d) must report all incidents and dangerous occurrences to the Government Representative.

51.2 If the Contractor fails to comply with Clause 51.1 hereof or with the reasonable requests of the Government Representative, it may be asked to vacate the Contract Venue and other government premises pending an inquiry to be conducted by the Government Representative.

51.3 If the Contractor fails comply with Clause 51.1 hereof or fails to achieve any applicable safety standards, it may be debarred from participating in future tender/quotation exercises of the Government.

## 52. Failure to carry out Accepted Innovative Suggestions

- (a) The Contractor undertakes and warrants that it shall carry out all Accepted Innovative Suggestions. In the event that the Contractor fails to carry out in full any of the Accepted Innovative Suggestions in relation to during a relevant billing period, the Services or any part thereof, or otherwise not relating to any Services (in each case a “non-complied Accepted Innovative Suggestion”), the Contractor shall, subject to Clauses 52.2 and 52.3, pay to the Government a sum of money calculated according to the applicable formula as liquidated damages for EACH of such non-complied Accepted Innovative Suggestions:

- (i) *Liquidated damages relating to the Contractor’s failure to fully carry out an Accepted Innovative Suggestion in relation to the Services or any part thereof during a billing period (L1)*

$$L1 = CI \times W(T) \times \frac{M(IS)}{M(TP)}$$

where  $CI$  = *the Contract Price payable during the relevant billing period for the Services or any part thereof in respect of which the Contractor fails to carry out the relevant Accepted Innovative Suggestion (but the amount shall be before the deduction of liquidated damages for all non-complied Accepted Innovative Suggestions covered by this formula)*

$W(T)$  = *the weighting, expressed as a percentage, of the technical assessment in the overall marking scheme*

$M(IS)$  = *(depending on whether the non-complied Accepted Innovative Suggestion is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the non-complied Accepted Innovative Suggestion)*

$M(TP)$  = *the maximum technical marks for the Technical Proposal in the Marking Scheme*



(ii) *Liquidated damages relating to the Contractor's failure to fully carry out an Accepted Innovative Suggestion which is not related to Services (L2)*

$$L2 = C2 \times W(T) \times \frac{M(IS)}{M(TP)} \times \frac{P}{CP}$$

where  $C2 =$  *the total amount of Contract Price payable under the whole of the Contract (but the amount shall be before the deduction of liquidated damages for all non-complied Accepted Innovative Suggestions covered by this formula)*

$W(T) =$  *the weighting, expressed as a percentage, of the technical assessment in the overall marking scheme*

$M(IS) =$  *(depending on whether the non-complied Accepted Innovative Suggestion is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the non-complied Accepted Innovative Suggestion)*

$M(TP) =$  *the maximum technical marks for the Technical Proposal in the marking scheme*

$P =$  *duration of time expressed in number of days during which the Contractor fails to fully carry out the relevant Accepted Innovative Suggestion within the Contract Period up to the day the amount of the liquidated damages is determined for the time being or up to the end of the Contract Period as the case may be*

$CP =$  *Contract Period expressed in number of days*

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

- (b) The number of Accepted Innovative Suggestions which are Pro-innovation Proposals that the Contractor fails to fully carry out and upon which liquidated damages are payable under the applicable formula in Sub-clause (a) shall not exceed the minimum number of Pro-innovation Proposals to which full marks could be awarded to a Tenderer in the Marking Scheme 7. The same for those Accepted Innovative Suggestions which are ESG Proposals. However, there is no limit on the number of billing periods in respect of which liquidated damages shall be payable under the first formula of Sub-clause (a).

<sup>7</sup> For example, if "15" marks (which are the full marks for this assessment criteria) will be given for 5 or more effective and practicable Pro-innovation Proposals according to the marking scheme, the number of Accepted Innovative Suggestions which are Pro-innovation Proposals that the Contractor fails to fully carry out and upon which liquidated damages are payable under the applicable formula in Sub-clause (a) shall not exceed "5".

- (c) *The aggregate amount of liquidated damages payable pursuant to the first formula **and** the second formula in Sub-clause (a) may not exceed 2 per cent of the Total Estimated Contract Value.*
- (d) *The liquidated damages payable pursuant to the first formula in Sub-clause (a) may be deducted from the Contract Price payable in respect of Services over the billing period to which the non-complied Accepted Innovative Suggestion relates or from any other Contract Price payable during the Contract Period. The Government reserves the right to demand the payment of the liquidated damages from time to time including the time when the invoice in respect of the relevant billing period is to be settled or in respect of any subsequent billing period or at the end of the Contract Period whether by setting off from any invoiced amount or from the Contract Deposit (if any). The liquidated damages payable pursuant to the second formula in Sub-clause (a) may likewise be deducted in the same manner from any Contract Price or from the Contract Deposit. Alternatively, any such amount shall be settled by the Contractor in cash as per the demand of the Government within seven (7) days.*
- (e) *For the avoidance of doubt, for any billing period during which the Services should be performed that an Accepted Innovative Suggestion is not complied with, liquidated damages shall be calculated separately under Sub-clause (a) for each such billing period.”*



**CONFIDENTIAL 機 密****授 權 書**

本人\_\_\_\_\_，現授權警務處處長或其代表向漁農自然護理署發放有關本人的任何及所有刑事定罪紀錄詳情。本人的個人資料如下：

英文姓名 : \_\_\_\_\_  
 中文姓名 : \_\_\_\_\_  
 中文姓名電碼 : \_\_\_\_\_  
 出生日期 : \_\_\_\_\_  
 香港身份證號碼 : \_\_\_\_\_  
 護照號碼 : \_\_\_\_\_  
 出生地點 : \_\_\_\_\_  
 \_\_\_\_\_

申請人簽署

日期

見證人： \_\_\_\_\_ 職銜：

香港身份證號碼 : \_\_\_\_\_

- 註 (i) 申請人在這份表格所提供的個人資料，將作合約承辦商履行合約用途。如果申請人提供的資料不足夠及不正確，有關合約或受影響。
- (ii) 申請人知悉及同意，申請人在這份表格所提供的個人資料可能會轉交其他政府部門及非政府機構。
- (iii) 根據《個人資料(私隱)條例》第18條、第22條及附表1第6原則的規定，申請人有權查閱及更正所提供的個人資料。查閱個人資料的權利包括，申請人有權獲得一份在這份表格提供的個人資料副本。
- (iv) 所收集的個人資料的查詢，包括查閱及更正資料，請與本部門的保障個人資料(私隱)主任聯絡。

**CONFIDENTIAL 機 密**Authorization

I \_\_\_\_\_ hereby authorise the Commissioner of Police, or his/her representative, to release particulars of any and all criminal convictions recorded against me to the Agriculture, Fisheries and Conservation Department. My personal particulars are as follows:

Name in English : \_\_\_\_\_

Name in Chinese : \_\_\_\_\_

Chinese Character Code : \_\_\_\_\_

Date of Birth : \_\_\_\_\_  
DD / MM / YYYY

Hong Kong Identity Card Number : \_\_\_\_\_

Passport Number : \_\_\_\_\_

Place of Birth : \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

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

Witnessed by : \_\_\_\_\_ Job Title : \_\_\_\_\_

Hong Kong Identity Card Number : \_\_\_\_\_

- Notes
- (i) The personal data provided by the applicant on this form will be used by contractor(s) for performance of contract(s). Should the information provided by the applicant is insufficient or incorrect, the contract(s) concerned may be affected.
  - (ii) The applicant acknowledges and agrees that the personal data he/she provides on this form may be transferred to other Government departments and non-governmental organisations.
  - (iii) The applicant has a right of access and correction with respect to the personal data given as provided for in section 18 and 22 and Principle 6 of Schedule I of the Personal Data (Privacy) Ordinance. The applicant's right to access includes the right to obtain a copy of the personal data provided on this form.
  - (iv) Enquiries concerning the personal data collected by means of this form, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Department.

**Tender for the Provision of Building Management Services  
for the Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3A  
SERVICE SPECIFICATIONS**

**Item 1      On-site Management and Coordination Services**

1. As stipulated in Clause 26.7 of the Special Conditions of Contract, the following numbers of Workers are required to be appointed throughout the entire Contract Period:

Property Manager	Senior Security Guard	Cleaning Supervisor
1	1	1

2. The Property Manager, Senior Security Guard and Cleaning Supervisor shall work on the respective shifts as stipulated in Part A of Contract Schedule 4. The time and duration of each shift may be adjusted by the Government Representative from time to time according to the actual operational needs of the Contract Venue.
3. The Property Manager, Senior Security Guard and Cleaning Supervisor may be required to work outside the working hours as specified in Part A of Contract Schedule 4 as and when required by the Government Representative at a cost to be borne by the Contractor.
4. The Property Manager, Senior Security Guard and Cleaning Supervisor shall be in charge of the Services and shall provide effective management control and supervision of the Workers at all times during the Contract Period. They shall also be required to monitor public activities held inside or in the vicinity of the Contract Venue and to receive petition letters on behalf of the Government.
5. Property Manager
- 5.1 The Property Manager who will be the Contractor's official representative in charge of the Contract, shall be generally responsible for all contractual and management matters and shall be required to liaise direct with the Government Representative or his/her representative. Before appointment, he/she shall be interviewed and/or approved by the Government Representative.
- 5.2 The Property Manager shall: -
- (a) possess **at least 8 aggregate years of managerial experience in property and facility management respectively in the past 15 years prior to the Original Tender Closing Date;**
  - (b) be able to speak Cantonese, simple English and Putonghua to a degree of fluency for the satisfactory performance of his/her duties;
  - (c) be able to read and write Chinese and English to a degree of proficiency for the satisfactory performance of his/her duties; and
  - (d) (1) possess a bachelor's degree OR  
(2) possess a post-secondary diploma in property management or related disciplines and be a member of Chartered Institute of Housing Asian Pacific Branch (CIH) / The Hong Kong

Institute of Housing (HKIH) / Housing Managers Registration Board (HMRB) or other recognised organisation in property management.

5.3 The Property Manager shall: -

- (a) be responsible for the overall administration and performance of all his/her staff;
- (b) report (including services completed / problems rectified) to the Government Representative or his/her representative on a monthly basis;
- (c) have to attend meetings with the Government Representative or his/her representative as and when required;
- (d) ensure that the staff recruited to perform duties at the Contract Venue are proficient as well as physically and mentally fit in carrying out the Services;
- (e) maintain the standard of performance of his subordinates through a clear set of written and verbal orders;
- (f) maintain the conduct and discipline of the Workers to a standard which commensurate with the status of the Contract Venue and acceptable to the Government Representative;
- (g) provide proper and sufficient training to the Workers in order for them to effectively and efficiently carry out the Services;
- (h) ensure that prompt salary payment is made to as well as insurance and medical coverage are provided for the staff deployed at the Contract Venue;
- (i) be provided with a mobile telephone with mobile data transmission at the Contractor's expense to enable quick response to all communications made by the Government Representative or his/her representative at all times;
- (j) be given the authority and responsibility for site checking on the attendance and the performance of his/her staff for accepting and keeping appointments with the Government Representative or his/her representative and building users; respond to emergency calls and to turn out promptly to deal with reported incidents, and to prepare investigation reports;
- (k) ensure full cooperation and coordination of the Workers with other contractor(s) as may be engaged by the Government for the provision of any regular or ad hoc services to the Government at the Contract Venue and any other relevant parties (e.g. the Hong Kong Police Force) as may be directed by the Government Representative; and
- (l) collect, coordinate, collate and record figures, statistics, or any other information related to the property management, manpower management, green management, incident report, or any other aspects of the Contract Venue so as to assist the Government Representative to compile report and return regularly or as required.

6. The Senior Security Guard and Cleaning Supervisor shall assist the Property Manager in carrying out the following tasks (whenever appropriate and necessary) :-

- (a) coordinating the building management services, including but not limited to security, reception, building services, car park management, cleaning and other related support duties and liaise with stakeholders on the execution of the abovementioned services;
- (b) supervising the contract staff;
- (c) assisting in the supervision of maintenance and repair works at Contract Venue by Government and non-Government contractors;

- (d) liaising with various building users on their cleaning requirements and arrange Cleaners to carry out the duties accordingly;
- (e) conducting/arranging regular checks of the fire-fighting appliances and fire service installation, and arranging regular fire drills and clearing of fire escape routes;
- (f) assisting in the control and management of the cleaning equipment (if any) for working at height;
- (g) assisting in the erection of notices and signage within the Contract Venue related to information on maintenance, cleaning, lighting, air-conditioning, safety, crowd control and emergencies;
- (h) conducting regular checks of all electronically operated fire doors and maintaining a record of these inspections;
- (i) assisting in the allocation of parking spaces, issue of parking labels and other parking-related matters;
- (j) day-to-day liaison with the Maintenance Personnel on matters relating to CCTV surveillance system, lifts and access card control, etc. and assisting in maintaining records of incidents of malfunction;
- (k) assisting in the implementation of traffic plans and other logistical plans required to ensure the smooth day-to-day management of the Contract Venue;
- (l) providing logistic support for all exercises, drills and tests conducted in the Contract Venue;
- (m) assisting in the operation of computerised air conditioning and lighting control at the building management offices;
- (n) assisting in the conduct of activities relating to public visits/interpretation in the Contract Venue and provide the necessary facilities to maintain order and safety;
- (o) liaising with relevant parties (e.g. the Police) and provide necessary support and facilities in receiving emotional complainants and petitioners/demonstrators and handling petitions/demonstrations;
- (p) coordinating various works and matters with the Government Representative;
- (q) liaising with the Architectural Services Department (ArchSD), Maintenance Personnel, Water Supplies Department (WSD) and China Light and Power Company on any maintenance, upgrading, repair and improvement works to be scheduled and carried out. All users of the Venue shall be informed by written notices of any suspension of service/supply or inconvenience caused at least one week before the scheduled works start;
- (r) ensuring a valid use permit is displayed in a conspicuous position inside the lift car at all times and the Security Guard(s) to notify the Maintenance Personnel of any serious lift incident or any failure of the emergency device of the lift. Lift could not be used when there is no such permit or when the permit is not displayed;
- (s) assisting in conducting indoor air quality test and application for valid lift use permit;
- (t) maintaining a log-book for lifts for at least two (2) years in accordance with the Lifts and Escalators Ordinance (Cap. 618) and to submit the log-book to the Government Representative for inspection when requested;
- (u) implementing the flag flying arrangements at the Contract Venue and raising/lowering the national flag and the regional flag in accordance with the guidelines and specifications prescribed by the Government Representative; and



- (v) performing any other duties in relation to the security, cleaning, building services and other property and facility management services at the Contract Venue as and when directed by the Government Representative.
7. The Contractor shall maintain and keep in good condition at its own costs the entire Contract Venue including but not limited to the building and building services and all facilities and installations and including but not limited to floors, internal walls, windows, doors, staircases, building services and electrical and mechanical installations in accordance with the as-constructed record drawings and specifications to be provided by the Government Representative.
  8. For email and other kind of communication with BMC and AMAWBC users, the Contractor should provide its staff concerned with e-mail account, standalone workstations and all other necessary equipment and devices, including but not limited to, router, modem and switch for connecting to the broadband network of the AMAWBC in the Management/Security Room, subject to the advice and approval of the Government Representative.

## Item 2 Security Guarding Services

### 1. Purposes

The purposes of these Specifications for the Services are to ensure that:

- (a) a high standard of security guard services is provided to the Contract Venue;
- (b) the quality of the Guards shall be up to the specifications set out in the Contract;
- (c) the Contractor shall provide effective management control and supervision of the Guards;
- (d) the Contractor shall have the requisite equipment and facilities to undertake the Contract;
- (e) the Contractor shall have the expertise and experience to competently operate the security control room and building management office of the Contract Venue, which house the security master central control stations which in turn comprise various systems namely, central security management system (CSMS), intruder alarm system, panic alarm system, security access control system, vehicle and carpark access control system, security closed circuit television (CCTV) surveillance system, door monitoring system, guard patrol management system, video door phone system as well as intercommunication system;
- (f) the Contractor shall have the expertise and experience in the management and operation of automated external defibrillator, carparking system (including vehicular access control) and any other related system/equipment as directed by the Government Representative;
- (g) the Contractor shall provide such number of additional Guard(s) at the request of the Government Representative by giving not less than one (1) day's notice in writing. Additional man-hours required are to be paid according to the number of duty hours provided by the Contractor and the respective unit rates set out in Part A3 of Contract Schedule 1. They are required to safeguard the security of the whole Contract Venue, handle security incidents, monitor any public activities held inside and in the vicinity of the Contract Venue and carry out operations/duties and patrol the public areas specified by the Government Representative and the perimeter of the Contract Venue; and
- (h) the Contractor shall provide and maintain a team of high quality and efficient security guards comprising Senior Security Guards and Security Guards to safeguard the security of the whole Contract Venue and to monitor any public activities held inside and in the vicinity of the Contract Venue as and when required by the Government Representative by giving no less than one (1) day's advance notice.

### 2. Scope of Services

2.1 The Contractor shall provide an all year round, full 24-hour (including all Saturdays, Sundays, Public Holidays during the Contract Period) and comprehensive security guard and reception services at the Contract Venue to protect against fire risk, water leakage, theft and burglary, trespass by unauthorised persons and vehicles, damage to property, other offences, and such other responsibilities as are normally and reasonably associated with such services. The Contractor shall ensure the continuity of services and the proper handover of duties. A duty roster with full details of security guards' on /off duty must be made available at all times for inspection. The services to be provided by the Contractor shall include but not be limited to Clauses 2.2 to 2.5 below.

2.2 All Guards deployed at the Contract Venue shall be responsible for: -

- (a) patrolling those areas of the Contract Venue as specified by the Government Representative with frequency **no less than every two (2) hours** (or at such other frequency specified by the Government Representative) according to the route of patrol and manner to be programmed or agreed by the Government Representative. Each of the Guards designated for these patrolling

responsibilities shall carry out patrols on foot and shall carry an electronic patrol device to record their patrols at various check-points installed within such locations of the Contract Venue as from time to time designated by the Government Representative. The guard patrol data recorded shall be retained properly and made available for inspection **at least twice every day by the Senior Security Guard** or by the Government Representative at any time as required. Such records are the property of the Government and shall not be deleted/disposed of without the agreement of the Government Representative. The Guard shall also attend to any abnormal incidents immediately upon receipt of reports from users of the Contract Venue. Copies of the record may be provided to the Contractor at the standard charging rate for photocopies as determined from time to time by the Government Representative;

- (b) operating and manning the security control room within the Contract Venue, as well as all security surveillance equipment installed within the Contract Venue. Attending to any alarm or emergency warning signals emitted by the security control room or other security surveillance equipment and to carry out checks as the case requires or directed by the Government Representative, who shall be the ultimate authority of the security control room;
- (c) manning the entrance barriers/gates and keeping a register of all persons and vehicles entering and leaving the premises and/or the places within the Contract Venue;
- (d) ensuring that no unauthorised person or vehicle is permitted to enter places within the Contract Venue. The Guards shall order such unauthorised persons or vehicles to leave the grounds or building or area forthwith. If they fail to do so, the Guards shall contact the Property Manager and Senior Security Guard for instruction or call police as appropriate, who shall subsequently report the case to the Government Representative immediately for any further instructions;
- (e) operating floodlights, PA system, automated external defibrillators and performing cardiopulmonary resuscitation as and when required;
- (f) immediately reporting the failure to the relevant public utility authority (a telephone list will be supplied by the Government Representative) in the event of failure of electricity/water supply and subsequently to the Government Representative;
- (g) immediately reporting the breakdown to the relevant maintenance parties/companies (a telephone list will be supplied by the Government Representative) in the event of breakdown of lifts, escalators, security doors, door phones, security devices (such as access card readers, CCTV), etc.;
- (h) notifying the Maintenance Personnel of any serious lift incident or any failure of the emergency device of the lift(s)/escalator(s);
- (i) cordoning off any area whereas renovation is underway or poses potential hazard, any office area(s)/lift(s)/escalator(s) that are out of services, or any indoor/outdoor areas designated by the Government Representative so as to refrain public access at different times of a day, by retractable belt stanchions/stainless steel mills barriers to be supplied by the Contractor at no cost to the Government;
- (j) ensuring that a valid use permit is displayed in a conspicuous position inside all lift cars at all times;
- (k) ensuring that all fire resisting doors and emergency exits are kept closed at all times and that fire-fighting equipment is securely placed in designated locations. Informing the Fire Services Department (Tel. 999), and to alert all occupants of the premises in the event of fire/emergency. Before the arrival of the firemen, the Guards shall endeavour to fight and prevent the spread of fire with fire-fighting equipment installed in the Contract Venue, if it is safe to do so. The Guards shall also endeavour to assist in evacuation in case of fire;

- (l) immediately reporting to the Government Representative for investigation and further action on all reported instances of loss of personal property and damages found in the Contract Venue. If any damage is known to have been caused by any person, including any occupant of the Contract Venue, the Guards shall, if possible, obtain all particulars of the persons causing the damage and assist police in further investigation;
- (m) immediately reporting to the Government Representative all instances where any one is seen to have contravened any order or instruction concerning the management and operation of the Contract Venue. The Government Representative will provide details of these orders and instructions;
- (n) regulating vehicular movement and parking control in accordance with the instructions of the Government Representative within the Contract Venue. This includes regulating of vehicles over the access to, parking within, and egress from, the Contract Venue, and the management of all car parks and the carparking system (including vehicular access control and any other related system/equipment as directed by the Government Representative) within the Contract Venue;
- (o) keeping and issuing keys of service rooms and vacant accommodation and be responsible for the safe custody of these keys until they are handed over to the correct users or under various circumstances. All keys received and issued must be recorded in a register by a Guard;
- (p) checking and ensuring that all windows and doors of any vacant accommodation of which the keys and/or access cards in the Contractor's custody are secured, but under no circumstances shall any security guards use the facilities of such vacant accommodation without the permission of the Government Representative;
- (q) reporting to the Government Representative any deficiencies and accumulation of rubbish, cigarette, abandoned articles, refuse, debris or foliage which might cause safety or fire-hazards in the public areas, and to remove them out of the Contract Venue;
- (r) in the event of a rainstorm or a No. 3 (or higher) tropical cyclone warning signal is issued, ensuring that all windows and doors in the public areas and vacant accommodation are securely locked throughout the rainstorm or the tropical cyclone, and checking surface channels, drains, and gutters and rainwater outlets on roofs or ground are free from blockage and to report to the relevant maintenance office immediately if found blocked;
- (s) reporting faulty light bulbs and lamps to the onsite contractors / Maintenance Personnel for arranging replacement;
- (t) switching off all unnecessary lightings, electricity and equipment in the communal area;
- (u) maintaining on site one attendance book (**Appendix B**) to record the times of arrival and departure of Guards, their names and guard numbers, and keep site records as required in Clause 34 of Special Conditions of Contract in the form of a log book. The following information shall be recorded in the log book: -
  - (i) details of each supervisory visit and patrol, including but not limited to the date, time, route, and the name, post-title and signature of the personnel concerned;
  - (ii) details of all incidents, emergencies, damages, disturbances and the like (e.g. intrusion of strangers, visits of problematic individuals, petitions, protests, demonstrations, suspension of lift service at the request of the Government Representative, deployment of Guards to a location other than the normal guard posts, and provision of additional Guards, extension of working hours);
  - (iii) any absence of Senior Security Guard / Security Guards;
  - (iv) any other information requested by the Government Representative; and

- (v) monitoring public activities held inside or in the vicinity of the Contract Venue, petitions held inside the Contract Venue and public meetings/processions/demonstrations held inside the Contract Venue. Guards shall also be required to handle security incidents and carry out operational duties such as crowd control, access control, eviction of trespassers and receipt of petition letters at the instruction of the Government Representative.

2.3 The Senior Security Guard shall be given the authority and responsibility for site checking on the attendance and performance of his/her staff.

2.4 The Senior Security Guard is responsible for the overall security control of the Contract Venue. He/she shall be responsible for: -

- (a) taking instructions from the Government Representative;
- (b) ensuring that the duties are carried out with the required number of Security Guards and adequate equipment;
- (c) carrying out supervisory visits to all locations and site checking on the attendance and performance of Security Guards at regular intervals as specified in the Contract;
- (d) responding to emergency calls, handling ad hoc situations and turning out promptly to deal with reported incidents, and to prepare investigation reports;
- (e) manning and operating the systems in the security control room, which shall be manned on a 24-hour basis; and
- (f) receiving and counter-checking all on-and-off duty calls from the Guards, giving advice to duty Guards who may seek assistance from time to time, and recording complaints.

2.5 Senior Security Guard and Security Guards shall be responsible for: -

- (a) manning the entrances or any other location within the Contract Venue as specified by the Government Representative and offering assistance and escort service to visitors or the public as necessary;
- (b) answering walk-in and telephone enquiries;
- (c) processing registration of visitors or visiting vehicles and liaising with the relevant building users on the escort arrangements, including providing escort services as and when required;
- (d) assisting in receiving users, public, guests, participants, candidates, officials, dignitaries, VIPs, etc. for events/activities such as visits, conferences, seminars, workshops, meetings, training courses, interviews, etc. held at the Contract Venue. The services shall include, but not limited to reception services at the lobby, lift control, crowd control, cordoning off of areas concerned, directing traffic, facilitating the arrangements of the organising bodies, disciplined forces, e.g. the Hong Kong Police Force, and restoring, tidying and cleaning up of the areas concerned after the events, etc., according to the instructions of the Government Representative; and
- (e) handling security incidents; monitoring public activities and carrying out operations/ duties and also patrolling the public areas specified by the Government Representative and the perimeter of the Contract Venue.

### **3. Experience and Other Requirements for Guards**

3.1 The Contractor shall ensure that the Guards provided under the Contract are competent, honest and efficient employees of high caliber, and possess the qualifications, work experience, language proficiency, attributes and abilities set out in Clauses 3.2 and 3.3 below. Before appointment, they shall be interviewed and/or approved by the Government Representative.

- 3.2 The Contractor shall recruit, subject to the vetting and agreement by the Government Representative, only persons who shall comply with the following general requirements:-
- (a) be in possession of a valid Security Personnel Permit issued by the Commissioner of Police under the authority of Section 14 of the Security and Guarding Services Ordinance (Cap. 460) authorising him to carry out security work category B;
  - (b) be of good physique;
  - (c) be of smart appearance and bearing;
  - (d) be of pleasant character able to deal politely but firmly with members of staff, visitors and members of the public;
  - (e) be of sufficient character to investigate and challenge any suspicious incidents or persons;
  - (f) have had previous experience in building security guard or similar service;
  - (g) be able to speak Cantonese, simple English and Putonghua to a degree of fluency for the satisfactory performance of the duties of their level;
  - (h) be able to read and write Chinese and English to a degree of proficiency for the satisfactory performance of the duties of their level;
  - (i) be well-trained with skills in maintaining order;
  - (j) preferably have knowledge of performing cardiopulmonary resuscitation and operating automated external defibrillators;
  - (k) preferably have knowledge of fire-fighting and first-aid; and
  - (l) preferably have ex-military or ex-police experience in service.
- 3.3 **Senior Security Guard and Security Guards:** For **Senior Security Guard**, he/she shall possess the requisite security guard licence with not less than six (6) years in the security profession and preferably have served in the disciplinary forces in Hong Kong. For **Security Guards**, they shall possess the requisite security guard licence with not less than three (3) years in the security profession. Both the Senior Security Guard and Security Guards shall not have left security guard service for more than five (5) years.
- 3.4 Any Contractor's supervisory staff rejected by the Government Representative will not normally be considered for re-instatement during the remaining Contract Period. Details of the replacement supervisory staff shall be submitted to the Government Representative for approval in the same manner as herein before described.
- 3.5 All Guards must have attended an initial training course before they are sent out for duty, and the Contractor shall provide refresher courses to the Guards during the Contract Period.

#### **4. Security Personnel Requirement at the Contract Venue**

- 4.1 The Contractor shall provide the security personnel manpower as stipulated in Part A of Contract Schedule 4.
- 4.2 **No shift of Guards shall be longer than 9 net hours (excluding meal break) within any period of 24 hours.** The Contractor shall ensure the continuity of services and the proper handover of duties. A duty roster with full details of Guards on /off duty must be made available at all times for inspection.

- 4.3 All guards shall station in the guard posts/patrol the areas specified by the Government Representative and the perimeter of the Contract Venue. Each Guard shall be subject to the manpower deployment as instructed by the Government Representative.
- 4.4 The names, Hong Kong Identity Card numbers and experience of the proposed Guards must be provided by the Contractor to the Government Representative for approval **at least three (3) weeks before** commencement of the Contract Period.
- 4.5 A master equipment console is accommodated at the Contract Venue with the following (but not limited to) equipment: -
- (a) CSMS workstation and associated equipment;
  - (b) Control facilities of CCTV system;
  - (c) Master intercom panel and video door phone;
  - (d) Public address control and microphone panel;
  - (e) Gate/door release/control switches;
  - (f) PC workstation and LED/LCD monitors for central control and monitoring system (CCMS);
  - (g) PC workstation and LED/LCD monitor for computerised lighting control (CLC) system;
  - (h) PC workstation and LED/LCD monitor for building energy management system (BEMS);
  - (i) PC workstation and LED/LCD monitor for power quality management system (PQM);
  - (j) Water leakage detection control and display panel;
  - (k) PC workstation of fire alarm system and display panel of AFA;
  - (l) PC workstation for lift and escalator installation;
  - (m) Lifts and escalator supervisory/repeater panels;
  - (n) PC workstation and LED/LCD monitor for access card management system; and
  - (o) devices for data input, operation and printing.

The Guards stationed round the clock shall oversee the daily operation of the master equipment console and systems as and when required by the Government Representative. If any default or malfunction is detected, the Guards shall call on the Maintenance Personnel or any concerned maintenance contractor to conduct immediate repair or rectification.

- 4.6 When the black rainstorm warning is issued or when tropical cyclone warning signal No. 8 or above is valid, the Contractor shall provide/maintain sufficient manpower to carry out the services at the Contract Venue. No surcharge or additional transportation fees will be paid to the Contractor.

## 5. Supervision and Discipline

- 5.1 The Contractor shall maintain at all times the security control room, which shall be manned by the Senior Security Guard/Security Guards. The Contractor shall maintain half-hourly telephone contact between the security control room and the locations as requested by the Government Representative. The telephone number of this security control room shall be prominently displayed in all duty rooms, guard booths, etc. at all locations. The details shall be entered in a register which shall be submitted to the Government Representative for inspection when requested.
- 5.2 The Senior Security Guard shall ensure that the requisite Security Guards are in attendance and carrying out their duties in a satisfactory manner. Any absence of Security Guards shall be recorded in the log book by the Senior Security Guard.
- 5.3 The Contractor shall maintain a register of all Guards deployed at the Contract Venue and a copy of such register shall be submitted to the Government Representative for record. The Contractor shall immediately inform the Government Representative of any change of Guards.

- 5.4 The Contractor shall ensure that Guards from time to time behave themselves in a proper and polite manner at all times in their dealing with any member of staff of, visitors to and members of the public in the Contract Venue. Any Guard employed in the Contract Venue or in connection with any work carried out under this Contract shall not commit any of the following acts: -
- (a) fail to wear full uniform;
  - (b) arrive late or leave early;
  - (c) indulge in poor timekeeping and absence without approval or good cause;
  - (d) be negligent in the performance of his/her duties;
  - (e) refuse to obey a lawful and reasonable order by the Government Representative;
  - (f) fail to comply with the requirements of the Government Representative;
  - (g) sleep;
  - (h) eat or consume alcoholic drinks;
  - (i) make fictitious entries in the attendance book (**Appendix B**);
  - (j) fail to complete the Site Records as required under Clause 34 of Special Conditions of Contract;
  - (k) use foul language or conduct in an improper and impolite manner;
  - (l) smoke cigars, cigarettes or pipes;
  - (m) read books, newspapers or magazines;
  - (n) use any electronic device or otherwise to chat, play games, surf the internet, watch movies or carry out any other activities not for the purpose of providing the Service;
  - (o) enter any area of the Contract Venue other than those necessary for the performance of the service;
  - (p) commit fraud or dishonest acts;
  - (q) gamble, steal, commit or involve in any unlawful activities;
  - (r) fight or cause any disorder, disturbance or nuisance;
  - (s) solicit or accept any money, gift or advantages from, or offer any money, gift or advantages to, any Government employee or agent, any building user, or any member of the public;
  - (t) commit any act of default or negligence or omission which causes damage to property and facilities, death or personal injury at the Contract Venue; and
  - (u) act in such a manner which is not normally expected from a Guard or which may bring the Government into disrepute or embarrassment.
- 5.5 All Guards shall comply with the provisions of the Security and Guarding Services Ordinance (Cap. 460) and shall abide by and follow strictly the rules and guidelines of each relevant location of the Contract Venue.
- 5.6 All Guards provided by the Contractor shall carry **valid Security Personnel Permits at all times** while on duty.
- (N.B. Photocopies of documents will not be accepted. The Contractor shall be registered as the employer of the Guards in their permits.)



**6. Uniform and Equipment**

- 6.1 The Contractor shall ensure that the Guards when on duty are of smart appearance, clean-shaven and with their hair neatly kept. The Guards shall put on proper uniform as agreed by the Government Representative in advance. Clean, fit and tidy uniforms as agreed by the Government Representative shall be worn by all Guards at all times throughout the duty hours. The uniform shall be provided by the Contractor at no cost to the Government.
- 6.2 All Guards on duty are required to display name badges prominently at all times.
- 6.3 The Contractor shall provide and maintain at its own expense a mobile telephone to the Senior Security Guard and the Security Guards for contact by the Government Representative at any time.
- 6.4 The Contractor shall provide and maintain at its own expense a Very High Frequency (VHF) portable transceiver for each Guard on duty. These transceivers shall be used by the Guards for efficient and constant communication and in emergencies. Additional sets shall be made available, as and when required to the Government Representative who is on daily attendance.
- 6.5 The Contractor shall provide each Guard at its own expense with appropriate and adequate items of equipment/accessories and such other equipment necessary for the proper and efficient discharge of their duties including but not limited to torches, safety helmets, raincoats, rubber boots, helmets, masks, goggles, gloves, gowns, high visibility clothing/vest, wrist/palm/knew/elbow protectors, etc. When tropical cyclone warning signal No. 8 or above is issued, approved protective equipment/accessories shall be worn by all Guards while on duty outdoors.
- 6.6 The Contractor shall at its own expense supply, provide and maintain other tools and equipment other than those mentioned above as needed for the satisfactory provision of security and reception services. The tools and equipment provided shall be in a hygienic, safe and good operational condition.
- 6.7 The Guards shall maintain the duty guard booth(s), if any, provided by the Government at a high standard of cleanliness and good order therein at all times.

### **Item 3 Cleaning, Disinfection and Waste Disposal Services**

The following work schedules and performance requirements apply to the Contract Venue unless otherwise specified.

The Contractor is responsible for employing at least the minimum numbers of Cleaning Supervisor and Cleaners stated in Part A of Contract Schedule 4 and providing the sufficient equipment/tools, transport and suitable materials to meet its obligations under the Contract. The Contractor shall submit the particulars of the proposed Cleaning Supervisor and Cleaners for approval prior to commencement of the Contract.

The Contractor is required to provide cleaning, disinfection and waste disposal services according to the specifications below: -

#### **1. Cleaning and Disinfection Services**

##### **1.1 Qualification Requirements and Responsibilities/Duties of the Workers Responsible for Cleaning and Related Services**

- (a) The Contractor shall deploy the Cleaning Supervisor and Cleaners meeting the following qualifications, capabilities and experience to carry out their duties under the Contract: -

<b>Rank</b>	<b>Qualification and Other Requirements</b>
Cleaning Supervisor	<ul style="list-style-type: none"> <li>• has a <b>minimum of four (4) years' experience in cleaning services, two (2) years of which must be in the capacity of a supervisor or foreman;</b> and</li> <li>• be able to speak Cantonese, simple English and Putonghua to a degree of fluency for the satisfactory performance of his/her duties.</li> </ul>
Cleaner	<ul style="list-style-type: none"> <li>• be physically fit to be able to carry out the cleaning and related tasks; and</li> <li>• be able to speak Cantonese.</li> </ul>

##### **(b) Cleaning Supervisor**

The Cleaning Supervisor shall work on the respective shift as stipulated in Part A of Contract Schedule 4. The Cleaning Supervisor shall be responsible for: -

- coordinating and overseeing the cleaning and related services at the Contract Venue in accordance with the service specifications, including overall administration of all Cleaners, assigning the Cleaners and arranging the required equipment and materials for particular cleaning tasks;
- reporting to the on-site Property Manager and / or Senior Security Guard;
- monitoring the performance standard of cleaning tasks and attending to any complaints about the level of cleanliness at particular location(s) within the Contract Venue;
- liaising with the building users and all relevant parties on the timing and other arrangements for carrying out specific cleaning tasks;
- responding to emergency calls and promptly dealing with reported incidents;
- attending meeting(s) with the Government representative as and when required; and
- performing any other cleaning and related tasks as may be assigned.

(c) Cleaners

The Cleaners shall work on the respective shifts as stipulated in Part A of Contract Schedule 4. Cleaners shall be responsible for performing the cleaning and related tasks at the Contract Venue as assigned.

## 1.2 Manpower and Operational Requirements

(a) The Contractor shall provide the following cleaning and related services: -

- (i) Providing all labour, materials, plant and equipment, and others whether of a temporary or permanent nature required for such cleaning services as specified in the Contract. The Contractor shall provide adequate replacement of competent staff during absence, leave and statutory rest days of its Cleaning Supervisor and Cleaners and the Government Representative shall be notified of any intended absence or replacement by the Contractor through prior notice. The Contractor shall provide such cleaning services at both normal office hours and outside office hours as instructed by the Government Representative.
- (ii) Carrying out cleaning services in accordance with the cleaning schedule, service specification, methods and materials to be used and performance requirements and standards.
- (iii) Collecting recyclable waste (including metal, paper, plastic and other types of waste as required by the Government Representative) at least once per week or as and when required by the Government Representative for recycling purpose [including proper sorting, storage and delivery to the designated collection point(s)].
- (iv) Maintaining a proper record of recyclable waste collected, and submitting the record to the Government Representative on request, collecting and delivering all refuse of the Contract Venue to the specified refuse collection point, at a frequency as instructed by the Government Representative, for collection and processing.
- (v) Compiling a weekly return to the Government Representative showing in detail the services performed under the Contract during the week, the number of employees and the details of any absentees and replacement, and any other information requested by the Government Representative.
- (vi) Providing warning signs and all associated safety measures to ensure that every reasonable measure is taken during and after any cleaning process to ensure the prevention of injury to users and visitors and damage to the Contract Venue.
- (vii) Providing a board indicating the daily work-force and the deployment of labour at a conspicuous location specified by the Government Representative.
- (viii) Providing and maintaining all the plant and equipment, materials and labour, including the supervision thereof, transport to and from or in and about the Contract Venue and other things of every kind required for the execution, protection, completion and maintenance of the cleaning services under this Contract at the Contractor's own expense, except where otherwise specified.
- (ix) Carrying out quality control to ensure that the cleaning services are properly provided in accordance with the Contract.

- (x) Preparing a scheduled inspection programme and **submitting a minimum of one (1) set of quality control reports per month** on all the items set out in the work schedules listed in this Item 3 of Service Specifications and other site instructions issued subsequently.
- (xi) Submitting to the Government Representative within seven (7) working days from the day of inspections the quality control reports in such form as approved by the Government Representative.
- (xii) Submitting to the Government Representative for agreement not later than two (2) weeks after the Commencement Date of the Contract a tentative programme for all cleaning works called for at regular intervals other than daily as specified in Clauses 1.3 to 1.6 below. Owing to the nature of the works and operational requirements of respective building users, it is inevitable that the time-schedule of cleaning services will need to be revised from time to time.
- (xiii) Advising the Government Representative one (1) month in advance of the dates and times for various cleaning services to be carried out at the Contract Venue in the following month.
- (xiv) Advising and seeking the agreement of the Government Representative and Contract Venue users of any proposed variations where appropriate. Owing to the nature of the works and operational requirements of respective Contract Venue users, it is inevitable that the time-schedule of cleaning services will need to be revised from time to time. The Contractor shall provide the flexibility to cater for these variations in terms of provision of labour, materials, plant and equipment to meet the variations that may take place from time to time.
- (xv) Making immediate rectification of its performance to the satisfaction of the Government Representative on receipt of a complaint from a building user or Government Representative about unsatisfactory service carried out by the Cleaners and Cleaning Supervisor.
- (xvi) Having rectified the performance which is the subject matter of a complaint, the Contractor shall obtain the written certification from the Contract Venue user or the Government Representative certifying satisfactory completion of remedial works. The Contractor shall notify the Contract Venue user or the Government Representative to inspect the remedial works before requesting the certification. The signatures must be clear and the signing person's name shall be printed in block letters bearing the official chop of the office(s) concerned. Certification of satisfactory remedial works without signatures and office chops will not be accepted.
- (xvii) Providing necessary equipment and manpower for cleaning ceilings, roofs and external walls of the Contract Venue as and when requested by the Government Representative. The Contractor shall specifically assign appropriate and qualified manpower to use the equipment to perform high level cleaning work in a safe and proper manner, and shall deploy at least two (2) trained persons per job with valid permit or licence to meet the statutory rules and regulations.
- (xviii) Notifying the relevant maintenance parties and Contract Venue users as appropriate to rectify the problems and mitigate the possible adverse effects to the critical systems, equipment and plant as soon as possible in the event of water, sewage leakage and/or flooding at the Contract Venue. The Contractor shall also arrange forthwith warnings (in writing and if necessary also verbally) to users and members of the public at the areas

concerned of the danger of the slippery floors and clean up water, liquid or sewage on the floors or at other affected areas.

- (xix) Replacing and replenishing liquid soap, tissue paper, sanitisers and paper towels in toilets of the Contract Venue provided by the Government Representative.
- (xx) Replacing and replenishing batteries for all flush toilets, urinals and water taps in toilets, baby care rooms and lactation rooms within the Contract Venue equipped with motion sensors operated by batteries. The Contractor shall provide the batteries at its own cost and replace dead batteries immediately.
- (xxi) Using bio-degradable litter bags. The bio-degradable litter bags shall be supplied by the Contractor at its own cost.
- (xxii) All cleaning materials used by the Contractor for performing the cleaning services shall be environment-friendly as far as possible. Guidelines of green management and their compliance are set out in Part E of Contract Schedule 5.
- (xxiii) Providing the Cleaners at the Contractor's own expense with appropriate and adequate items of equipment/accessories and such other equipment necessary for the proper and efficient discharge of their duties, including but not limited to trolleys, raincoats, rubber boots, helmets, masks, goggles, gloves, gowns, etc.
- (xxiv) Maintaining a daily and weekly labour return as required in Clause 47 of the Special Conditions of Contract with the names, Hong Kong Identity Card number, and their deployment under the Contract, and submitting such labour returns for inspection as and when required by the Government Representative.
- (xxv) Performing cleaning duties at the required areas and facilities within the Contract Venue by each Cleaner following a number of cleaning routes, including but not limited to designated check points for recording the attendance of the respective Cleaners, designed and specified by the Contractor and agreed by the Government Representative.
- (xxvi) Signing on a cleaning record by the Cleaners, designed and provided by the Contractor at its own cost and agreed by the Government Representative, the cleaning period at the designated check points of the cleaning routes.
- (xxvii) Carrying out patrols and inspections by the Cleaning Supervisor at such regular time interval as directed by the Government Representative or at such time as may be instructed by the Government Representative from time to time to monitor the work attendance and performance of the Cleaners, and the cleanliness and tidiness of the areas and facilities concerned.
- (xxviii) Deploying only female Cleaners to clean all female toilets, baby care rooms and lactation rooms. Signage shall be erected at the entrance outside toilets (including accessible and universal toilets), baby care rooms and lactation rooms when cleaning of these facilities are in progress. All toilets, baby care rooms and lactation rooms shall be kept clean and tidy at all times to the satisfaction of the Government Representative.
- (xxix) Allowing no touting by the Contractor and the Workers, Contractor's sub-contractors or agents. Refuse and junk collected under the Contract shall be the property of the Government.

- (xxx) Using electrical equipment in such manner that will not overload the fuses. Particular attention must be given to the maintenance of cleaning equipment in order that it does not run below rated speed and draw excessive electricity current. Double adaptors will not be permitted.
- (xxxix) Collecting and sorting all refuse in an environment-friendly manner as instructed by the Government Representative and removing and disposing properly in bio-degradable litterbags or approved containers which are to be supplied by the Contractor, except those recyclable waste collected, immediately after each cleaning operation. The Contractor shall place all recyclable waste into appropriate recycling litter bins and waste separation bins in the Contract Venue at locations designated by the Government Representative.
- (xxxixii) Providing additional Cleaning Supervisor(s) and/or Cleaner(s) as may be required on specific dates and time upon the Government Representative's consideration for overall benefits of the Contract Venue. Additional man-hours required are to be paid according to the number of service hours provided by the Contractor and the respective unit rates set out in the Price Proposal. In the case of addition of Cleaning Supervisor(s) and/or Cleaner(s), the Contractor shall provide, at no cost to the Government Representative, adequate equipment/accessories to them for the proper execution of services.
- (xxxixiii) Providing and maintaining the manpower required in Contract Schedule 4 of the Contract when the black rainstorm warning is issued or when typhoon signal No. 8 or above is valid to carry out duties at the Contract Venue at no additional cost to the Government.
- (xxxixiv) Providing all Cleaning Supervisor and Cleaners deployed at the Contract Venue at the expense of the Contractor with uniforms and work identity cards of such design and material as have been approved by the Government Representative and such uniform shall bear the name of the Contractor in a conspicuous position. Such uniforms and work identity cards shall at all times be worn by the staff while on duty at the Contract Venue and kept clean, tidy and well-fitting to the satisfaction of the Government Representative.
- (xxxixv) Providing in particular cleaning and related services at the following specific places at the Contract Venue: - offices, toilets, pantries, lift-cars, lift lobbies, main lobby, reception counters, roof floors, staircases, refuse collection areas, carparks, driveway, guard booths, libraries, conference rooms, meeting rooms, lecture hall, specialist equipment rooms, private automated branch exchange (PABX) room, switch rooms, storerooms, babycare rooms, lactation rooms, classrooms/training rooms, etc. located therein and all other outdoor areas.
- (xxxixvi) Cleaning closed-circuit television (CCTV) room, specialist equipment rooms, plant rooms, PABX rooms, switch rooms, data centre, computer and IT-related rooms, toilets for public use, babycare rooms and lactation rooms according to special requirements in Clauses 1.3 to 1.5 below. Such services will normally not be required to be provided in air-conditioning plant rooms, switch rooms, fan rooms, pump rooms, air-handling unit rooms, transformer rooms, meter rooms, etc. where the Maintenance Personnel are in daily attendance but the Contractor shall provide such services if so requested by the Government Representative.
- (xxxixvii) Cooperating and coordinating with other contractors and Government departments in providing services at the Contract Venue for the purpose of keeping a proper and clean environment.

- (xxxviii) Taking preventive measures and carrying out special cleaning services against the outbreak of communicable diseases, e.g. influenza, Middle East Respiratory Syndrome, Coronavirus Disease 2019 (COVID-19), etc.
- (xxxix) Performing any other works as directed by the Government Representative.
- (b) The Contractor shall provide and maintain at its own costs such minimum number and type of equipment as specified in Contract Schedule 3 for carrying out the cleaning and related services under the Contract.
- (c) The Contractor shall take measures to ensure that its personnel shall not commit any of the following acts on Government premises or in connection with any work carried out under this Contract: -
- (i) Enter any area of the Government's premises other than those necessary and permitted for the performance of the Services.
  - (ii) Vandalise any property of the Government or misuse any facility provided by the Government.
  - (iii) Gamble, steal or commit any criminal offence.
  - (iv) Fight or cause any disorder, disturbance or nuisance.
  - (v) Use foul language or smoke or drink alcoholic liquor whilst on duty.
  - (vi) Behave in a manner likely to endanger himself/herself or any other person or cause damage to Government Property.
  - (vii) Fail to comply with the requirements of the Government Representative.
  - (viii) Solicit or accept any money, gift or advantages from, or offering any money, gift or advantages to, any Government employee, resident, building user or member of the public.
  - (ix) Commit any act that will bring the Government into disrepute or embarrassment.

### **1.3 Special Requirements for Cleaning of CCTV Equipment and Plant Rooms**

- (a) No sweeping (other than the specially impregnated mops and vacuum cleaning to the floor is allowed).
- (b) No water (other than that as stated in the Work Schedule in Clause 1.7 of this Item below).
- (c) No machinery (other than the special vacuum cleaner polishing machine).
- (d) No polish (other than that as stated in the Work Schedule in Clause 1.7 of this Item below).
- (e) No dusters (other than the specially impregnated ones).
- (f) No abrasives of any kind.
- (g) No computer machines/equipment/laboratory apparatus to be moved and only the plain surfaces cleaned.
- (h) Cleaning staff to wear clean overalls (clothes, shoes, etc.) at all times.
- (i) Smoking, eating and drinking is strictly prohibited.
- (j) All cleaning to be carried out during normal office hours without unduly interfering the working staff.

### **1.4 Special Requirements for Cleaning of Data Centre, Computer and IT-related Rooms (e.g. LAN Network Rooms)**

- (a) All cleaning to be carried out during normal office hours without unduly interfering the working staff.
- (b) Cleaners shall take extreme care when performing cleaning in these facilities.
- (c) Cleaners shall strictly follow the instructions given by the computer room staff for cleaning.
- (d) Cleaners shall not get in contact with any IT equipment racks, cables, switches and sockets.
- (e) Cleaners shall seek advice from the staff managing these facilities before using power socket for vacuum cleaning.
- (f) Smoking, eating and drinking is strictly prohibited.
- (g) No abrasives of any kind.
- (h) No sweeping, water and wet mopping is allowed.
- (i) Antistatic vacuum cleaning for the floor surfaces and air grills once daily. Vacuum cleaners which are finely filtered for expelled air and complete with dust-proof bags shall be used.
- (j) Spot clean and remove stains once daily.
- (k) Clean the underfloor using vacuum cleaner and clean the ceiling using extendable brush for the accumulated dust and dirt whenever required once per day at most.
- (l) Empty rubbish/litter bins once daily.
- (m) Clean walls, doors and furniture, etc. at least twice weekly.

### 1.5 Special Additional Requirements and Level of Cleanliness to be attained for Toilets for public use, Babycare Rooms and Lactation Rooms

Location	Level of Cleanliness	Frequency of Service (during 08:00 hrs to 18:00 hrs)
(a) Floor surface	Dry and free from litter, chewing gum, dirt, dust, marks and stains and have a uniformly clean appearance.	4H
(b) Wall surface	<ul style="list-style-type: none"> <li>• Dry and free from dirt, dust, marks, stains and cobwebs.</li> <li>• Disinfected.</li> </ul>	4H
(c) Furniture and equipment (e.g. chair, bench, fridge and water dispenser)	<ul style="list-style-type: none"> <li>• Dry and free from dirt, dust, marks and stains.</li> <li>• Disinfected.</li> </ul>	$\frac{D}{2}$
(d) Wash hand basin or sinks including bottle traps	<ul style="list-style-type: none"> <li>• Rim and outside surface to be dry.</li> <li>• Free from litter, dirt, dust, marks and stains.</li> </ul>	4H
(e) Water Closet (WC) pans, seats, covers and fittings including cisterns, flush pipes, toilet roll holders, door knobs, etc.	<ul style="list-style-type: none"> <li>• WC pans rim and outside surface, seats, covers and other fittings to be dry.</li> <li>• Free from dirt, dust, faeces, urine and stains.</li> <li>• Fresh smelling.</li> </ul>	4H



Location	Level of Cleanliness	Frequency of Service (during 08:00 hrs to 18:00 hrs)
(f) Urinal and fittings including gullies, grids, cisterns, flush pipes, bottle traps, etc.	<ul style="list-style-type: none"> <li>• Free from litter, dirt, dust, marks, stains urea and limescale deposits.</li> <li>• Fresh smelling.</li> </ul>	4H
(g) Doors, cloth racks, coat hooks, safety mirrors, hand dryers, air refreshing or sanitizing units	Dry and free from dirt, dust, marks and stains.	4H
(h) Rubbish/litter bins	<ul style="list-style-type: none"> <li>• Surfaces to be dry and free from dirt, dust, marks and stains.</li> <li>• Clear and replace litterbags.</li> </ul>	4H
(i) Soap dispensers	<ul style="list-style-type: none"> <li>• Free from dirt, dust, marks and stains.</li> <li>• More than 90% full of liquid soap maintained.</li> </ul>	4H
(j) Paper Towel Dispenser	<ul style="list-style-type: none"> <li>• Free from dirt, dust, marks and stains.</li> <li>• Filled with paper towel and not empty.</li> </ul>	4H
(k) Illuminated and non-illuminated signs, handrails, or notice boards	Free from dirt, dust, marks and stains.	4H
(l) All surfaces	Free from dirt, dust, masks, stains, graffiti and unauthorised posters, labels	4H
(m) Light fittings, switches, extraction fans, extraction ducting or piping	Free from dirt, dust, cobwebs, marks and stains.	W
(n) Storage area	Tidy and free from cobwebs.	W
(o) Brass, aluminium or stainless steel items	<ul style="list-style-type: none"> <li>• Free from dust, dirt and oxidation and corrosion deposits.</li> <li>• Polished to an even shine.</li> </ul>	W
(p) Ceiling, windows, fixed lights or louvers in communal areas	Free from dirt, dust, cobwebs, marks and stains.	M

Legend:

M = Once every month      4H = Once every 4 hours       $\frac{D}{2}$  = Twice daily      W=Weekly

### Remarks

- (a) The locations listed above are not intended to be exhaustive. The Contractor shall achieve high standard of hygiene, cleanliness and tidiness in each and every part of all toilets, baby care and lactation rooms.
- (b) The Contractor shall use anti-bacterial detergent of a type approved by the Government Representative for all cleaning services.
- (c) The Contractor and its employees shall produce, affix and remove any notices prescribed by the Government Representative relating to the management of the toilets, baby care and lactation rooms.
- (d) The Contractor and its employees shall report to the Government Representative upon detection of any failure of water or electricity supplies, and of any defects in the toilets, baby care and lactation rooms.
- (e) The Contractor shall only deploy female Cleaners to clean the female toilets, all public toilets, baby care rooms and lactation rooms.

### **1.6 Carpet Shampooing/Dry Cleaning**

- (a) Rotary Brush Method: Dry vacuum the area first, then shampoo carpeting carefully with a good quality appropriately diluted liquid shampoo to comply with the manufacturer's instructions for operating the rotary machine. Use wet vacuum cleaner immediately to remove excessive water and slurry. 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 a final operation, dry vacuum on the following day to remove any loose fluff and lint loosen by the refinishing process.
- (b) Dry Foam Method: Use a pile lifting machine to run over the area first. A fully automatic dry-foam machines which converts the liquid shampoo into a foaming fluffy solution will be operated to (1) lay the fluffy solution; (2) scrub with brushes in one pass and in one direction and (3) 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 into the carpet under pressure in one pass and in one direction and remove all loosened dirt instantly by simultaneous vacuum action.

## 1.7 Work Schedule for Cleaning and Related Services

No.	Area	Type	Service	Incidence of Cleaning		Standard of Cleanliness / Remarks
				Frequency	Time	
1	Office Areas: <ul style="list-style-type: none"> <li>• G/F: AMC/K Office, General Management Office</li> <li>• 3/F: AMDD Education Team Office</li> <li>• 4/F: VSBS Office, AMRS Office, AISS Office</li> <li>• 5/F: AMC/K Office, AMDD Office</li> <li>• 12/F: VLD Office, EDD Office</li> </ul>	Homogenous Vinyl flooring on G/F, 3/F, 5/F	Sweep and clear litter	D	<ul style="list-style-type: none"> <li>• Whole week for AMC/K Office</li> <li>• Weekday for AMDD offices on 5/F</li> </ul>	<ul style="list-style-type: none"> <li>• Floors within the building shall be clean, dry and in good hygiene.</li> <li>• Dirt and stains shall be removed regularly.</li> <li>• Outdoor area shall be clean and free from dirt, rubbish and stains.</li> </ul>
			Damp mop, disinfect and dry	W		
		Carpet tiles on 4/F & 12/F	Vacuum clean and clear litter	D	<ul style="list-style-type: none"> <li>• Weekdays for VSBS, AMRS, AISS, VLD, EDD Offices (outside office hours)</li> <li>• Whole week for AMDD offices on 3/F</li> </ul>	<ul style="list-style-type: none"> <li>• Carpet shall be clean, dry and in good hygiene.</li> <li>• Dirt and stains shall be removed regularly.</li> </ul>
			Spot clean	W		
			Shampoo <sup>Note 1</sup>	6M		
		Notice boards and sign boards	Dust and clean	D	Weekday	<ul style="list-style-type: none"> <li>• Boards shall be clean and shine.</li> </ul>
			Clean / wax and polish	M		
			Clean glazed areas on both sides and wipe down frames and fittings	W		

2	<b>Public Service Area:</b> <ul style="list-style-type: none"> <li>• G/F: AMC/K Public service area and Vet. Lab. (VLD &amp; EDD) Sample Reception area</li> <li>• 3/F: AMDD Public Service Area (including the Multi-purpose Classroom)</li> <li>• 4/F: VSBS reception area, AMDD DNA sampling and storage area</li> </ul>	Homogenous Vinyl flooring	Sweep and clear litter Damp mop, disinfect and dry	$\frac{D}{2}$	<ul style="list-style-type: none"> <li>• Whole week for AMC/K and AMDD area</li> <li>• Weekdays for VLD and EDD area</li> <li>• AM &amp; PM</li> </ul>	<ul style="list-style-type: none"> <li>• Floors within the building shall be clean, dry and in good hygiene.</li> <li>• Dirt and stains shall be removed regularly.</li> <li>• Outdoor area shall be clean and free from dirt, rubbish and stains.</li> </ul>
			Remove animal excreta, stool, debris and litter once after animals left the area(s) (especially for AMDD DNA sampling and storage area)	As per instruction by Government Representative		
		Carpet tiles at VSBS reception area	Vacuum clean	D	<ul style="list-style-type: none"> <li>• Weekdays for VSBS reception area</li> </ul>	<ul style="list-style-type: none"> <li>• Carpet shall be clean, dry and in good hygiene.</li> <li>• Dirt and stains shall be removed regularly</li> </ul>
			Spot clean	W		
			Shampoo <sup>Note 1</sup>	6M		
		Notice boards and sign boards	Dust and clean	D	Weekday	
			Clean / wax and polish	M		
			Clean glazed areas on both sides and wipe down frames and fittings	W		
		Telephone set and computer accessories such as screen, keyboard, mouse, etc.	Dust and disinfect	W	Weekday	

		Reception counter top, reception desk, counter windows and partition between counters	Dust, wipe clean and disinfect	$\frac{D}{2}$	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM &amp; PM</li> </ul>	
		Public seating				
		Table and worktop				
		Bookshelves in Library	Dust and wipe clean	2W	Weekday	
		Stainless steel sink, water tap, showering facilities	Scrub, clean and disinfect	D	Whole week	
		Seating, chair, stool, seats surface	Dust, wipe clean and disinfect	D	Whole week	
		Projector screen	Dust and spot clean	3M	Weekday	
		Control panels, projectors, audio-visual equipment, etc	Dust clean and wipe clean	W	Weekday	
		Fabric wall / acoustic panels and partition	Vacuum clean	M	Weekday	
3	Animal Keeping Area <sup>Note 2:</sup> <ul style="list-style-type: none"> <li>• 3/F: Dog, Cat, Small Animal and Multi-function Animal Room, Animal Grooming / Treatment Area, Observation and Assessment Room</li> </ul>	Homogenous Vinyl flooring and wall	Remove animal excreta, stool, debris and litter	$\frac{D}{2}$	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM &amp; PM</li> </ul>	<ul style="list-style-type: none"> <li>• All floors within the area shall be clean, dry and in good hygiene.</li> <li>• Dirt and stains shall be removed regularly.</li> <li>• Outdoor area shall be clean and free from dirt, rubbish and stains.</li> </ul>
		Hose and rinse / manual scrubbing / wet vacuum cleaning *** depends on manufacturer care instruction				

<ul style="list-style-type: none"> <li>• 4/F: AMDD Reptile and Aquarium Room and Aviary Room</li> <li>• 6/F &amp; 7/F: Dog and Cat Quarantine Area</li> <li>• 8-11/F: all animal keeping facilities, including Euthanasia Room, Special Detention Room</li> <li>• 12/F: Endangered Species Animals / Items Detention Rooms</li> </ul>		Disinfect	As per instruction by Government Representative	
	Ceramic flooring	Remove animal excreta, stool, debris and litter	D 2	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM &amp; PM</li> </ul>
		Hose and rinse / manual scrubbing / wet vacuum cleaning		
		Disinfect	As per instruction by Government Representative	
	Glass or transparent plastic wall, screen or partition in animal enclosures	Hose and rinse and wipe clean	D 2	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM &amp; PM</li> </ul>
		Disinfect	As per instruction by Government Representative	
	Compact laminate surface of cat and small animal enclosures	Remove animal excreta, stool, debris and litter	D 2	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM &amp; PM</li> </ul>
		Scrubbing, wipe clean, hose and rinse		
		Disinfect	As per instruction by Government Representative	
	Stainless steel floor finish and surface in animal enclosures	Remove excreta, stool, debris and litter	D 2	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM &amp; PM</li> </ul>
		Scrubbing, wipe clean, hose and rinse		

			Disinfect	As per instruction by Government Representative			
		Windows	Clean glazed areas on both sides and wipe down frames and fittings	W	Weekday	<ul style="list-style-type: none"> <li>• Windows, frames, roller blinds, sunscreens and curtain shall be clean.</li> <li>• Dirt and dust shall be removed regularly.</li> </ul>	
		Roller blinds, curtains	Dust and wipe clean	W	Weekday		
		Metal grille, grid, stainless steel louvre	Dust, wipe clean and hose	W	Weekday		
		Surface channel, gutter and drainage	Clean, rinse and remove visual clogging debris	D	Whole Week		
		Table and worktop	Wipe clean and disinfect	D	Whole Week		
		Shelves and racks	Dust and wipe clean	W	Weekday		
		Seating, chair, stool	Wipe clean and disinfect	D	Whole week		
		Stainless steel sink, water tap, basin	Scrub, clean and disinfect	D	Whole week		
		Assisting the disposal of animal carcass as per the direction of Government representative when necessary				Whole week	
		Clean food and water bowls, containers or bottle; and replenish fresh water and food for animals		D	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM</li> </ul>		
4	Veterinary facilities <sup>Note 2</sup> <ul style="list-style-type: none"> <li>• 11/F: Veterinary Examination and</li> </ul>	Homogenous Vinyl flooring and wall of animal enclosures	Remove animal excreta, stool, debris and litter by sweeping or vacuuming	$\frac{D}{2}$	Whole week	<ul style="list-style-type: none"> <li>• All floors and surfaces shall be clean, free of dirt, stain, dust and hair, dry and</li> </ul>	

Preparation Room, Veterinary Surgical Theatre, X-ray Room, Medical Materials Storage and Supply Room, Recovery Room, Isolation Ward		Hose and rinse / manual scrubbing / wet vacuum cleaning *** depends on manufacturer care instruction			<p>regularly disinfected.</p> <ul style="list-style-type: none"> <li>• Dirt and stains shall be removed regularly.</li> <li>• Different sets of cleaning equipment and gears should be used for recovery room, isolation ward, and the remaining veterinary facilities.</li> </ul>	
		Disinfect	As per instruction by Government Representative			
	Stainless steel floor finish and surface in animal enclosures	Remove excreta, stool, debris and litter	$\frac{D}{2}$	Whole week		
		Scrubbing, wipe clean, hose and rinse				
		Disinfect				
	Metal grille, grid, stainless steel louvre	Dust, wipe clean and hose	W	Weekday		
	Surface channel, gutter and drainage	Clean, rinse and remove visual clogging debris	D	Whole week		
	Table and worktop	Wipe clean and disinfect	$\frac{D}{2}$	Whole week AM & PM		
	Shelves and racks	Dust and wipe clean	W	Weekday		
	Seating, chair, stool	Wipe clean and disinfect	$\frac{D}{2}$	Whole week AM & PM		
	Ceiling pendant	Wipe clean and disinfect	D	Whole week		
Telephone set and computer accessories such as screen, keyboard, mouse, etc.	Dust, wipe clean and disinfect	D	Whole week			



		Stainless steel sink, water tap, basin	Scrub, clean and disinfect	$\frac{D}{2}$	Whole week AM & PM		
		Assisting the disposal of animal carcass to the as per the direction of Government representative when necessary				Whole week	
		Clean food and water bowls, containers or bottle; and replenish fresh water and food for animals		D	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM</li> </ul>		
5	Laboratory Area • 12/F and 13/F	Homogenous Vinyl flooring	Sweep and clean litter Damp mop, disinfect and dry	$\frac{D}{2}$	Weekdays AM & PM	<ul style="list-style-type: none"> <li>• All floors and surfaces shall be clean, free of dirt, stain, dust and hair, dry and regularly disinfected.</li> <li>• Dirt and stains shall be removed regularly.</li> <li>• Different sets of cleaning equipment and gears should be used for clean room such as, Tissue culture room, Wash room and Medium preparation rooms.</li> </ul>	
		Telephone set and computer accessories such as screen, keyboard, mouse, etc	Dust, wipe clean and disinfect	D	Weekdays		

		Light fittings	<ul style="list-style-type: none"> <li>• Clean all exteriors of fixed shades, housing and supports, etc.</li> <li>• Wash and refix all removable diffusers, clip-louvers, shades, etc.</li> </ul>	3M	Weekdays	<ul style="list-style-type: none"> <li>• Electrical fittings shall be clean and in good hygiene.</li> <li>• Dirt and dust shall be removed regularly.</li> </ul>
		Windows	Clean glazed areas on both sides and wipe down frames and fittings	3M	Weekdays	<ul style="list-style-type: none"> <li>• Windows, frames, roller blinds, sunscreens and curtain shall be clean.</li> </ul>
		Roller blinds, curtains	Wipe clean	3M	Weekdays	<ul style="list-style-type: none"> <li>• Dirt and dust shall be removed regularly.</li> </ul>
		Ceiling fittings / False ceiling	Wipe clean	3M	Weekdays	<ul style="list-style-type: none"> <li>• The contractor shall provide adequate manpower and equipment / machinery to perform the cleaning of ceilings and any cost incurred shall be deemed as being included in the contract sum.</li> </ul>
		Seating, chairs, stools, seats surface	Dust, wipe clean	D	Weekdays	
		Air-conditioner and air-purifier outlets, grilles and filters	Clean exteriors	3M	Weekdays	<ul style="list-style-type: none"> <li>• Furniture, boards, air-conditioners, and other equipment shall be clean and in good hygiene.</li> </ul>
		Data analysis room (04.02.02)	Vacuum clean	M	Weekdays	

6	Meeting Area: <ul style="list-style-type: none"> <li>4/F VSBS Conference Room and SI booths</li> <li>5/F: AMC/K Multi-purpose Command Room</li> </ul>	Homogenous Vinyl flooring in Multi-purpose Command Room	Sweep and clear litter	D	Weekday	<ul style="list-style-type: none"> <li>Floors within the building shall be clean, dry and in good hygiene.</li> <li>Dirt and stains shall be removed regularly.</li> <li>Outdoor area shall be clean and free from dirt, rubbish and stains.</li> </ul>
			Damp mop, disinfect and dry	W	Weekday	
		Carpet tiles in VSBS Conference Room and SI booths	Vacuum clean	D	Weekday	
			Spot clean	W		
			Shampoo <sup>Note 1</sup>	6M		
		Fabric wall / acoustic panels and partition	Vacuum clean	M	Weekday	
		Table and desk	Dust, wipe clean and disinfect	D	Weekday	
		Shelves and racks	Dust and wipe clean	W	Weekday	
		Soft furnishing	Vacuum clean	W	Weekday	
		Seating, chairs, stools, seats surface	Dust and wipe clean	D	Weekday	
		Projector screen	Dust and spot clean	3M	Pre-arranged with user	
Control panels, projectors, audio-visual equipment, etc	Dust clean and wipe clean	2W	Weekday			
7	Common Leisure Area and Special Need Rooms:	Homogenous Vinyl flooring	Sweep and clear litter	D 2	<ul style="list-style-type: none"> <li>Weekday for 4/F and 12/F, whole</li> </ul>	<ul style="list-style-type: none"> <li>Deploy only female cleaners to clean the babycare room</li> </ul>

	<ul style="list-style-type: none"> <li>• G/F: Baby Care Room</li> <li>• 4/F and 12/F: Pantries</li> <li>• 5/F: Common Room, Lactation Room for Staff</li> </ul>		Damp mop, disinfect and dry	W	week for G/F and 5/F	and lactation room.
		Tables and worktops	Dust, wipe clean and disinfect	D 2	• AM & PM	
		Seating, chairs, stools, seats surface	Dust and wipe clean	D		
		Basin and water taps	Scrub, clean and disinfect	D		
		Cupboard doors and door knobs,	Wipe clean and disinfect	D		
		Electrical appliances and water dispenser	Dust and wipe clean	W	Weekday	
		Walls and internal fittings, etc	Spot clean, wipe clean and disinfect	W		
		Soft furnishing, padding in baby care room or lactation room	Vacuum clean, wipe clean	D	Whole week	
8	AMC/K Daily Maintenance Area <ul style="list-style-type: none"> <li>• 1/F and 7/F: AMC/K Laundry</li> <li>• 2/F: AMC/K Work Utilities Room and Artisans Maintenance Rooms</li> </ul>	Ceramic flooring and heavy duty epoxy coating flooring	Sweep and clear litter	D	Whole week	
			Damp mop, disinfect and dry	W	Whole week	
		Tables and worktops	Dust, wipe clean and disinfect	D	Whole week	
		Seating, chairs, stools, seats surface	Dust and wipe clean	D	Whole week	
		Basin and water taps	Scrub, clean and disinfect	D	Whole week	
		Shelves, racks & cupboards	Dust and clean	W	Weekday	

9	<p>Toilet and Changing Rooms <sup>Note 3</sup> <sup>Note 4</sup></p> <p>Group 1: G/F, 3/F, 4/F, 6/F, 7/F</p> <p>• Group 2: 5/F, 8-14/F</p>	Ceramic flooring	Sweep and clear litter	D	<ul style="list-style-type: none"> <li>• Whole week for group 1.</li> <li>• Weekday for group 2</li> <li>• AM &amp; PM</li> </ul>	<ul style="list-style-type: none"> <li>• Floors of toilets shall be clean, dry and in good hygiene.</li> <li>• Deploy only female cleaner to clean the female toilets and locker room.</li> <li>• The Contractor shall ensure that the cleaning is carried out without unduly interfering with the building users and general public.</li> <li>• The Contractor shall provide notices to warn the building users and the general public during cleaning operations.</li> <li>• The Contractor shall not provide wet cleaning to toilet during the opening hours unless with the approval of the Government Representative and shall provide mop dry to floors of above facilities on a regular basis so as to keep the toilets</li> </ul>	
Doors	Dust and clean	D	Basins, water taps, shower heads	Scrub, clean and disinfect			D
W.C., pans, seats, etc and urinal	Scrub, clean and disinfect	D	Wall, partition and dados	Spot clean			D
Mirrors, soap dispensers and other sanitary fittings	Clean and disinfect	D	Paper towel dispenser	Empty, clean and disinfect			D
Paper towel, toilet papers, liquid soap and sanitisers	Replace and replenish as and when required	D	Lockers	Wipe clean and disinfect			D
Electrical appliances such as sensor operated water faucets, electric hand dryers, electric deodorisers, etc.	Dust, wipe clean and disinfect	D	Rubbish bins	Empty, clean and disinfect			D
	Malfunction check	D		Replace litter bags <sup>Note 5</sup>			D
	Battery check and replacement	W					

		Door knobs, handles, switches	Wipe clean and disinfect	$\frac{D}{2}$		clean and dry at all times during the opening hours.
11	Storage and Filing Area <ul style="list-style-type: none"> <li>• G/F: Building Management Office Storage</li> <li>• 1/F: AISS and AMRS Storage Room</li> <li>• 3/F: AMDD Publicity &amp; Education Material Storage Room and Filing Area</li> <li>• 4/F: VSBS, AMRS, AISS File and General Storage Area</li> <li>• 5/F: AMC/K File Storage and AMDD Filing Area</li> <li>• 12/F: EDD and VLD File Storage Room, VLD General Storage Area</li> <li>• 13/F: EDD General Storage Area</li> </ul>	Epoxy coating flooring , homogenous vinyl flooring, ceramic flooring	Sweep and clear litter Damp mop, disinfect and dry	W	Weekday	<ul style="list-style-type: none"> <li>• When performing cleaning work in the File and General Storage Area of the VSBS, the cleaners must be accompanied by VSBS staff at all time.</li> </ul>
		Doors	Dust and clean	W		
			Clean / wax and polish	M		
		Rack, shelves, cupboards	Dust and clean	W		
		Windows	Clean glazed areas on both sides and wipe down frames and fittings	3M		
		Roller bind	Dust and wipe clean	M		
		Door knobs, handles, switches	Wipe clean and disinfect	W		

12	Indoor Common Areas <ul style="list-style-type: none"> <li>• G/F: Main Entrance Hall</li> <li>• 5/F, 11/F, 12/F: Landscape Terrace</li> <li>• Whole building: all lift lobbies, lobbies, lifts, corridors, stairs</li> </ul>	Ceramic flooring at Main Entrance Hall on G/F	Sweep and clean litter	$\frac{D}{4}$	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM twice &amp; PM twice</li> </ul>
			Damp mop, disinfect and dry	$\frac{D}{2}$	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM &amp; PM</li> </ul>
		Ceramic flooring at remaining places	Sweep and clean litter	$\frac{D}{2}$	<ul style="list-style-type: none"> <li>• Weekday for 4/F, 12-14/F</li> </ul>
			Damp mop, disinfect and dry	D	<ul style="list-style-type: none"> <li>• Whole week for remaining floor</li> <li>• AM &amp; PM</li> </ul>
		Homogenous vinyl flooring	Sweep and clean litter	D	
			Damp mop, disinfect and dry		
		Doors, glass wall of the Main Entrance Hall	Dust and wipe clean	D	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM &amp; PM</li> </ul>
			Dust and wipe clean on both side of glazed surface	$\frac{D}{2}$	
			Clean / wax and polish	M	Weekday
		Floor mats	Dust and clean	D	Whole week
		Floor directory, furniture and display board	Wet wipe clean and disinfect	D	Whole week
		Display monitor and electrical appliances	Dust and wipe clean	D	Whole week
		Lift control buttons and panels	Wipe clean and disinfect	$\frac{D}{4}$	<ul style="list-style-type: none"> <li>• Whole week</li> <li>• AM twice &amp; PM twice</li> </ul>
		Lift doors & walls	Wipe clean and disinfect	D	Whole week
Surface channel and drainage	Clean, rinse and remove visual clogging debris	D	Weekday		

13	Car park, driveways, loading and unloading bays	Car park coating flooring	Sweep and clear litter and spot clean	D	Weekday	
			Scrub and rinse	M	Weekend	
		Interior wall	Dust and clean	W	Weekday	
		Metal grille	Dust and wipe clean	M	Weekend	
		Surface channel and drainage	Clean, rinse and remove visual clogging debris	2W	Weekday	
14	LAN Server Room • G/F, 3/F, 4/F, 5/F, & 12/F Data Centre /Server Room on 7/F	(Note 6)			Pre-arranged with user	<ul style="list-style-type: none"> <li>All areas shall be clean, dry and in good hygiene.</li> <li>Cleaners shall not be permitted to clean the plain surfaces of computers or valuable equipment unless under the supervision of technicians or Government Representative.</li> </ul>
15	Plant Room, AHU Room and Electrical Room, etc					
16	Outdoor area G/F: Main gate, fence wall, cultivated area 3/F: Landscaped roof	Main gate	Dust and wipe clean	W	Weekday	
		Metal fence wall	Dust and clean	M	Weekday	
		Concrete wall	Dust and clean	M	Weekday	
		Cultivated area	Sweep and clear litter and animal excreta	D	Whole week	
		External wall of the building complex on G/F level	Dust and clean with water	M	Weekday	
		Surface channel and drainage	Clean, rinse and remove visual clogging debris	W	Weekday	



		Patrol outdoor area and report any sick or dead bird for collection by government services		D	Whole week		
		Signs of AFCD and VSBS	Dust and wipe clean	3M	Weekday		
17	Refuse collection point (RCP), Animal Carcass Storage Room, Chemical and Chemical Waste Storage Room and Clinical Waste Storage Room on G/F Note 3	Flooring and walls	<ul style="list-style-type: none"> <li>Sweep and clear litter</li> <li>Use high pressure cool water machine to clean and remove all dirt</li> <li>Disinfect</li> </ul>	D	Whole week		
		Container and hoppers	<ul style="list-style-type: none"> <li>Empty and clean</li> <li>Wash and disinfect</li> </ul>				
		Deposit all refuse collected from all floors at the RCP					
		Collect or assist the collection of all refuse from RCP onto refuse collection vehicle for disposal					
		Deposit animal carcass collected from animal keeping facilities to Animal Carcass Storage Room when required				Whole week	
		Collect or assist the collection of animal carcass from Animal Carcass Storage Room onto designated vehicle for disposal			W	Weekday	
18	General <sup>Note 7</sup>  <ul style="list-style-type: none"> <li>Group 1: G/F, 3/F, 4/F, 6/F – 11/F</li> <li>Group 2:</li> </ul>	Light fittings	Clean all exteriors of fixed shades, housing and supports, etc.	3M	Weekday	<ul style="list-style-type: none"> <li>Electrical fittings shall be clean and in good hygiene.</li> <li>Dirt and dust shall be removed regularly.</li> </ul>	
			Wash and refix all removable diffusers, clip-louvers, shades, etc.	3M	Weekend		
		Fans, clocks and sockets, etc.	Dry wipe clean	W	Weekday		

5/F, 12/F-14/F (EDD & VLD Laboratory room excluded)	Windows	Clean glazed areas on both sides and wipe down frames and fittings	M	Weekday	<ul style="list-style-type: none"> <li>• Windows, frames, roller blinds, sunscreens and curtain shall be clean.</li> <li>• Dirt and dust shall be removed regularly.</li> </ul>	
	Roller blinds, curtains	Wipe clean	3M	Weekday		
	Doors, gates, partitions and window sill	Dust and clean		D	Weekday	<ul style="list-style-type: none"> <li>• Doors, partitions and window sills shall be clean and in good hygiene.</li> <li>• Dirt and dust shall be removed regularly.</li> </ul>
		Clean / wax and polish		M		
		Clean both sides of glazed areas		D		
	False ceilings of all storeys and ceiling air louvers	Dust clean		3M	Weekend	<ul style="list-style-type: none"> <li>• The contractor shall provide adequate manpower and equipment / machinery to perform the cleaning of ceilings and any cost incurred shall be deemed as being included in the contract sum</li> </ul>
	Ceiling fittings	Wipe clean		3M	Weekend	
	Interior walls	Spot clean		W	Weekday	
		Clean / wax and polish		M	Pre-arranged with user	
	Rubbish/litter bins and waste paper baskets	Empty and clean		$\frac{D}{2}$	<ul style="list-style-type: none"> <li>• Whole week for Group 1</li> </ul>	<ul style="list-style-type: none"> <li>• Dust / dirt of bins / baskets shall be removed constantly.</li> </ul>

			Replace litter bags <sup>Note 5</sup>	D	<ul style="list-style-type: none"> <li>• Weekdays for Group 2</li> <li>• AM &amp; PM</li> </ul>	<p>Wastes shall be removed regularly to avoid over-accumulation.</p> <ul style="list-style-type: none"> <li>• Disposable rubbish / litter bin bags shall be replaced whenever replacement is considered necessary by the Government Representative and not less than once a week.</li> </ul>
	Air-conditioner and air-purifier outlets, grilles and filters	Clean exteriors		W	Weekday	Furniture, boards, air-conditioners, and other equipment shall be clean and in good hygiene.
	Furniture	Dust, clean surfaces and disinfect		W	Weekday	
	Door knob, handles, switches	Wipe clean and disinfect		$\frac{D}{2}$	<ul style="list-style-type: none"> <li>• Whole Week</li> <li>• AM &amp; PM</li> </ul>	
	Electrical appliances	Dust and wipe clean		W	Weekday	

**Legend**

AISS = Avian Influenza Surveillance Section

AMC/K = Animal Management Centre/Kowloon

AMDD = Animal Management (Development) Division

AMRS = Antimicrobial Resistance Section

EDD = Equine Disease Division

VLD = Veterinary Laboratory Division

VSBS = Veterinary Surgeons Board Secretariat

6M = Once every 6 months

M = Once a month

2D = Once every 2 days

 $\frac{D}{2}$  = Twice daily

3M = Once every 3 months

W = weekly

D = Daily

Weekdays = Monday to Friday,  
excluding General Holidays

Whole week = Monday to Sunday,  
including General  
Holidays

$\frac{D}{4} = 4$  times daily

### **Explanatory Notes**

- Note 1: Shampoo is to be carried out in accordance with an approved method as detailed in Clause 1.6 of this item above.
- Note 2: Different animal keeping areas/zones/rooms have different biosecurity level. To avoid contamination or transmission of infectious diseases, (i) individual set of cleaning equipment and gears must be used for each area; (ii) ideally individual worker should serve each area, or personal protective equipment must be changed before working from one area to another. Contractor must clean the animal keeping areas in accordance with the instruction of the Government Representative.
- Note 3: An approved anti-bacterial detergent shall be used for all cleaning services in all toilets, changing rooms, refuse collection area, and dead animal carcass collection room. Please refer to Clause 1.5 of this Item above for details about the additional requirements and level of cleanliness to be attained for cleaning the toilets for public use.
- Note 4: Toilet rolls, paper towels, sanitisers and liquid soaps will be supplies by the Government Representative for use at the Contract Venue. An officer in each area will be assigned to arrange daily supplies to the cleaner.
- Note 5: Bio-degradable litter bags/recycling litter bins/waster separation bins shall be supplied by the Contractor at its own cost.
- Note 6: Please refer to Clauses 1.3 and 1.4 of this Item above for details about special requirements for cleaning of LAN server Rooms, Plant Room, AHU Room and Electrical Room.
- Note 7: Unless specified again in the other “Areas”, the “Type” items applied to all floors of the Contract Venue.

### **Remarks**

- (a) Occasional dirt and marks shall be cleaned as requested by the Government Representative. Frequency of service might be adjusted by the Government Representative according to the situation as appropriate.
- (b) The Contractor shall assist in waste reduction and management programme at the Contract Venue, including collecting, separating and storing recyclable wastes for recycling arrangements.
- (c) Cleaning methods shall be agreed with the Government Representative in advance. The Contractor shall provide appropriate equipment at its own cost, as approved by the Government Representative, for its employees to gain access to the cleaning locations and to carry out cleaning duties in a safe condition. The Contractor shall provide at its own cost adequate training and implement necessary protection to the Workers to work in a safe and healthy condition.

- (d) In an incident of water/sewage leaking/flooding, the Contractor shall –
- (i) notify as soon as possible the relevant Government’s service contractors responsible for the maintenance/repair of the plumbing/sewage system of the Contract Venue;
  - (ii) put up warning signs; and
  - (iii) clean up any water leakage.
- (e) “Disinfect” refers to the cleaning service using (i) the diluted household bleach (1:4, 1:49 or 1:99, depending on the situation) in accordance with the relevant guidelines issued by the Director of Health ([https://www.chp.gov.hk/files/pdf/the\\_use\\_of\\_bleach.pdf](https://www.chp.gov.hk/files/pdf/the_use_of_bleach.pdf)); or (ii) other approved disinfectant as instructed by the Government Representative.

The Contractor shall avoid the use of acid, caustic detergent, metal brushes, wire wool, unsafe cleaning agents, other corrosive liquid or any abrasive or harsh cleaning gears, which will cause damage to the surface or finish of any part of the Contract Venue.

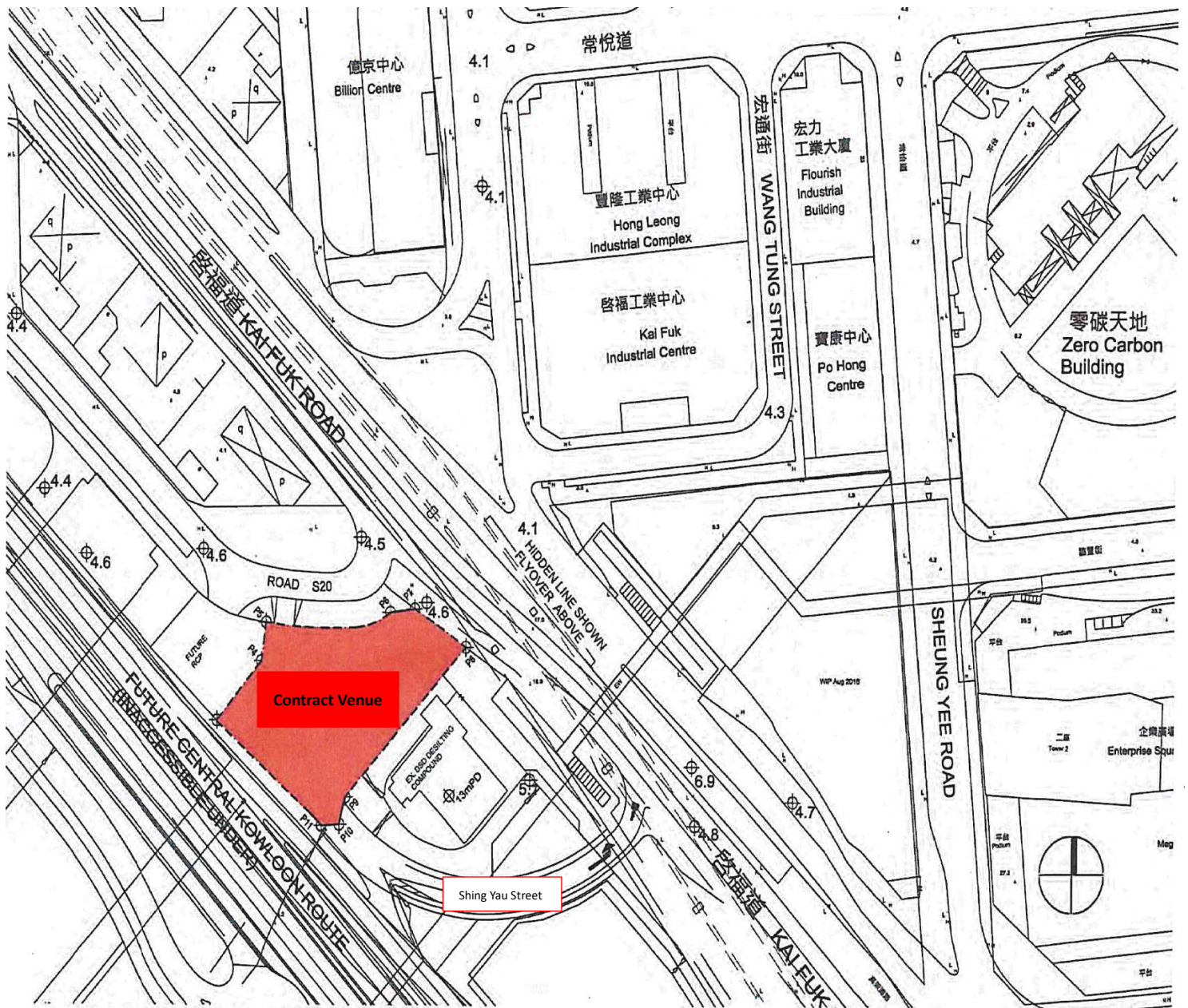
## 2. **Waste Disposal Service**

- 2.1 The refuse collection point is located at the G/F Car Park. The Contractor is required to **provide refuse collection and waste disposal service at least once per day** at specific hours as required by the Government Representative. The Contractor shall remove and properly dispose of all refuse collected in the refuse collection areas/refuse collection point. Any cost incurred shall be deemed as being included in the contract sum.
- 2.2 The Contractor is required to collect and deliver all refuse of the Contract Venue through the fireman's lift to the refuse collection point (containers to be provided by the Contractor) **at least once per day** or at a frequency as instructed by the Government Representative. The Contractor shall not use the passenger lift(s) for conveyance of refuse except in special circumstances with the prior approval of the Government Representative.
- 2.3 The Contractor shall instruct its Cleaners to follow the instructions of the Government Representative to remove and dispose all refuse daily including paper waste and recyclable materials in bio-degradable/recycled litter bags, recycling litter bins or other approved containers which are to be supplied by the Contractor. The design and size of the recycling litter bins proposed by the Contractor shall be subject to the approval of the Government Representative. The Contractor shall ensure that all Cleaners and Cleaning Supervisors exercise their utmost care to avoid any damage to Government Property.
- 2.4 The Contractor shall participate in metal cans, plastic bottles, rechargeable batteries, waste paper and glass recycling campaigns introduced in this Contract Venue, and shall credit due allowances (if any) in the Estimated Contract Price from the sale of waste paper and recyclable materials collected.
- 2.5 The Contractor shall arrange collection of recyclable waste (such as paper and other types of waste as required by the Government Representative) **at least once per week** for recycling purpose (including proper sorting, storage and delivery to the designated recycled materials collection points directed by the Government Representative) and **actively organise campaigns to promote green management at Contract Venue.**

**Appendix A**

**Layout and Areas within the Contract Venue**  
**(Animal Management and Animal Welfare Building Complex**  
**at 16 Shing Yau Street, Kai Tak, Kowloon)**  
**where the Services are to be Provided**

**1. Site Plan**



**2. Estimated Gross Floor Area (GFA)**

<b>Floor</b>	<b>Floor Area(m<sup>2</sup>) (Approx.)</b>
R/F	Approx. 1000
14/F	1015
13/F	1365
12/F	1368
11/F	1356
10/F	1366
9/F	1366
8/F	1367
7/F	1362
6/F	1362
5/F	1364
4/F	1359
3/F	1352
2/F	1304
1/F	1593
G/F	1650
Outdoor Area	Approx. 694 (at G/F)
<b>Total Estimated GFA</b>	<b>21,936</b>

**3. Lifts**

<b>Type of Use</b>	<b>Lift No.</b>	<b>Serving Levels</b>	<b>Related Load (Kg)</b>	<b>No. of Passengers</b>
Passenger Lift	L-01 L-02	G/F – 7/F	900	12
Staff Lift	L-04	G/F – 14/F	900	12
Fireman's/ Service Lift	L-03	G/F – 14/F	1350	18
Postal Lift	L-03			



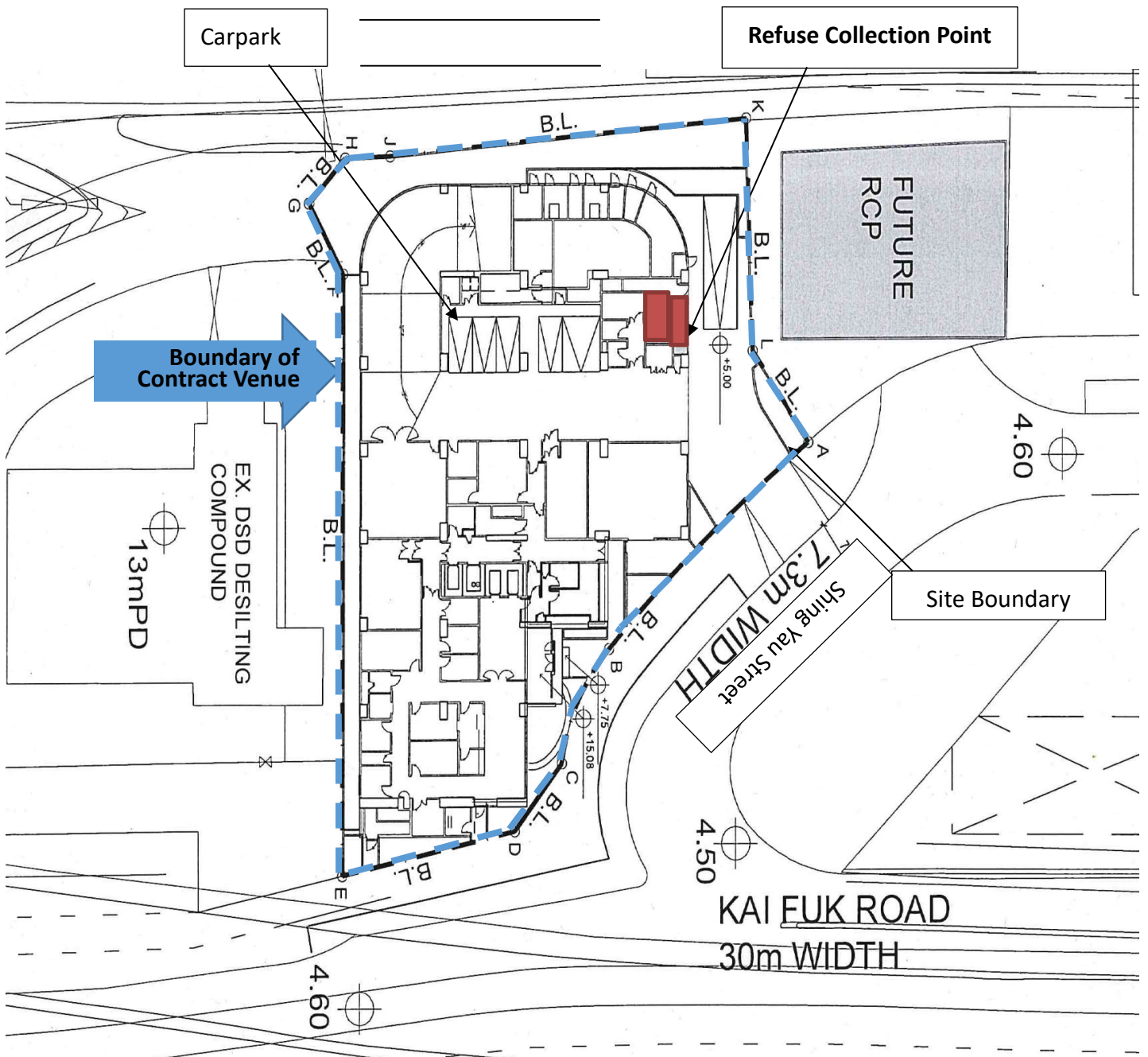
**4. Staircases**

Location	Staircase No.	Staircase Width (mm) (Approx.)	Serving Levels	No. of Storey(s) Served	Remarks
Main Building	ST-01	1,100	G/F- 14/F	15	
	ST-02	1,100	G/F- 14/F	15	
	ST-03	1,100	G/F- 14/F	15	

**5. Sanitary Fitments**

Floor	Water Closet			Lavatory Basin			Urinal Stalls	Single sink (in pantry)	Baby care room	Lactation Room
	Male Toilet	Female Toilet	Unisex/ Accessible Toilet	Male Toilet	Female Toilet	Unisex/ Accessible Toilet	Male Toilet and Unisex Toilet			
14/F	4	3	1	2	5	1	3	-	-	-
13/F	1	3	1	2	3	1	1	-	-	-
12/F	4	4	1	2	2	1	1	1	-	-
11/F	2	4	1	2	3	1	1	-	-	-
10/F	4	6	1	5	6	1	2	-	-	-
9/F	-	-	2	-	-	2	-	-	-	-
8/F	-	-	2	-	-	2	-	-	-	-
7/F	1	1	2	1	1	2	1	-	-	-
6/F	1	1	2	1	1	2	1	-	-	-
5/F	4	7	2	6	7	2	6	1	-	1
4/F	6	8	2	7	7	2	4	1	-	-
3/F	3	4	2	4	4	2	3	-	-	-
2/F	-	-	-	-	-	-	-	-	-	-
1/F	-	-	-	-	-	-	-	-	-	-
G/F	1	2	2	1	1	2	2	-	-	1

6. Location of Refuse Collection Point (at G/F Car Park of the main building)



**Appendix B****Records of Attendance/Absence**

Throughout the Contract Period, the Contractor shall keep a record of attendance/absence in the form in Part A and Part B below and a detailed record of the activities and events pertaining to the security guarding and reception services of the Contract Venue in the form of a log book which shall be readily made available for inspection by the Government Representative or the Inspecting Officer.

**Part A - Daily Record**

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

S/N	Names of Staff*	ID Card No.	Posts	Time In	Time Out	Signature	Absentee/ Temporary Replacement
1							
2							
3							
4							

**Part B-Weekly Record**

	Total Numbers of Staff* On Duty	Details of Absentee / Temporary Replacement	Services Performed
Monday (dd/mm/yy)			
Tuesday (dd/mm/yy)			
Wednesday (dd/mm/yy)			
Thursday (dd/mm/yy)			
Friday (dd/mm/yy)			
Saturday (dd/mm/yy)			
Sunday (dd/mm/yy)			

\* It shall include all the Workers

**Tender for the Provision of Building Management Services for the  
Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3B**

**CONTRACT SCHEDULE 1**

**Price Proposal**

**<To be inserted into the "PRICE INFORMATION" Envelope>**

Having examined the Standard Terms and Conditions of Tender (Ref. BD-TERMS-2)(January 2023), Terms of Tender (Supplement), Special Conditions of Contract, Service Specifications and Contract Schedules for the execution of the Services, I/We offer to execute, complete and maintain the whole of the said Services in conformity with the said terms and conditions of the Contract with breakdown detailed below: -

**Part A- Price Proposal and Breakdowns**

**1. Monthly Rated Services**

Description	Hourly Rates#	Monthly Rates
On-site Management and Coordination services as per <b>Item 1</b> of Part 3A- Service Specifications	HK\$	HK\$
Security Guarding Services as per <b>Item 2</b> of Part 3A- Service Specifications	HK\$	HK\$
Cleaning, Disinfection and Waste Disposal Services as per <b>Item 3</b> of Part 3A- Service Specifications	HK\$	HK\$
<b>Monthly Total Rate</b>		HK\$ (A)
<b>Total Amount of Monthly Rated Services (36 months in the Contract Period) [ i.e. 36(months) x (A) ]</b>		HK\$ <b>(I)</b>

# The quote of hourly rate only serves as the basis for calculation of reduction of services under Clauses 16 and 37 of the Special Conditions of Contract. This will NOT form part of the assessment of the Price Proposal.

Name of Tenderer in English \* : \_\_\_\_\_

*\*in block letters*

**2. Special Services**

<b>Description</b>	<b>Unit Rates per time</b>	
Providing equipment and manpower for cleaning ceilings, roofs and external walls of the Contract Venue as per Clauses 48.1 and 48.2 of the Special Conditions of Contract and Clause 1.2 (a) (xvii) of Item 3 of the Service Specifications.	HK\$ <b>(B)</b>	
<b>Total Amount of Special Services (6 times in the Contract Period) [i.e. 6 (times) x (B)]</b>	HK\$	<b>(II)</b>

Name of Tenderer in English \*

\_\_\_\_\_

*\*in block letters*

3. **Hourly Rates for Additional Services which may be required under Clause 2.6 of the Special Conditions of Contract**<sup>Note</sup>

Item	Hourly Rate for Each Worker (C)	Estimated Man-hours Requirement (D)	Total Amount (E) = (C) x (D)
Property Manager	HK\$	x 100 hours	HK\$
Senior Security Guard	HK\$	x 1,000 hours	HK\$
Security Guard	HK\$	x 2,000 hours	HK\$
Cleaning Supervisor	HK\$	x 1,000 hours	HK\$
Cleaner	HK\$	x 2,000 hours	HK\$
<b>Total Amount of Additional Services</b> <sup>Note</sup>			<b>HK\$</b> (III)

**Note**

The estimated hours/times of additional service requirement in this Paragraph 3 is on and as and when required basis and provided for Tenderers' reference and for calculation of the Estimated Contract Price only. The Government does not warrant, undertake or bind itself to require such or any additional services under the Contract. The actual additional service requirements will vary depending on the actual needs of the Government.

Name of Tenderer in English \*

\_\_\_\_\_

*\*in block letters*

**4. Quotation of the Government MSW Payment (see Paragraph 3 of Contract Schedule 6)**

A Government MSW Payment to be quoted in this Schedule will only be payable upon commencement of MSW charging in arrears in respect of each monthly period.

Service Location	Description	Monthly Government MSW Payment comprising all of the following amounts:		
		the Quoted MSW Charges per month (A) HK\$	the Quoted EGW Expenses per month (B) HK\$	the Monthly Administrative Fee (MSW) (C) HK\$
Animal Management and Animal Welfare Building Complex at 16 Shing Yau Street, Kai Tak, Kowloon (Both MSW and EGW will be removed from this Location by FEHD or its contractor and hence no gate fee shall be payable)	Performance of all obligations in relation to MSW as stated in the MSW Schedule (for which the Quoted MSW Charges shall be payable) and in relation to the EGW as stated in the MSW Schedule (for which the quoted EGW Expenses shall be payable)			
<b>Total amount of the Government MSW Payment per month (X) = (A) + (B) + (C) for the Service Location above (HK\$)</b>				
<b>Total amount of the Government MSW Payment over the Contract Period: (X) multiplied by N (HK\$)</b> <b>(N = the estimated number of months within the Contract Period during which the MSW Charging Scheme comes into force, viz., 36 months)</b>				<b>(IV)</b>

Name of Tenderer in English \* \_\_\_\_\_

*\*in block letters*

**\*Notes:**

1. The quotation of the Quoted MSW Charges shall cover the cost per month of disposing the MSW under the MSW Charging Scheme based on the estimate of MSW as stated in Annex 1 to Contract Schedule 6 and the applicable unit rates of the MSW Charges (viz., whether it be the unit price for D-bags or for D-labels). These unit rates as at the date of this Invitation to Tender are set out in paragraph 5.3 of the MSW Schedule.
2. Since the Contractor is not required to deploy the Waste Vehicle in Private Use, no gate fee or Group 2 facility service fee shall be included.
3. The quotation of the Quoted EGW Expenses shall cover the cost per month of disposing the EGW through the use of EGW Coloured Bags based on the estimate of the EGW as stated in Annex 2 to this MSW Schedule. There are no prescribed rates for the EGW Coloured Bags. The Tenderer is free to quote a reasonable amount for making available the EGW Coloured Bags on a monthly basis to dispose of the EGW. For the avoidance of doubt, the Quoted EGW Expenses shall not cover any MSW Charges as they shall be exempted for EGW.
4. The quotation of the Monthly Administrative Fee (MSW) shall cover a reasonable amount of the monthly administrative fee in performing other Contractor's obligations as stated in this MSW Schedule (viz., "Monthly Administrative Fee (MSW)") not covered by the Quoted MSW Charges and the Quoted EGW Expenses which amount shall be separately quoted in the breakdown of the Government MSW Payment.
5. If the Tenderer fails to submit the Quoted MSW Charges and/or Quoted EGW Expenses and/or the Monthly Administrative Fee (MSW) for the above Service Location, it shall be assumed that zero amount shall be chargeable. This is unless upon subsequent clarification with the Tenderer (which the Government may but is not obliged to make), the Tenderer denies such intention in which case, the Tenderer's Tender will not be considered further.

The "N" (i.e. the estimated number of months within the Contract Period during which the MSW Charging Scheme comes into force) and the "Total amount of the Government MSW Payment over the Contract Period" in the above table are used for price comparison only. The final payment should be "X" multiplied by the actual number of months within the Contract Period during which the MSW Charging Scheme comes into force.

**Summations of the Price Quotations of all of the above Items**

**Total Estimated Service Price (i.e. Total Amount for Item (I) + Item (II) + Item (III) + Item (IV)):**

HK\$ \_\_\_\_\_.

Name of Tenderer in English \* \_\_\_\_\_

*\*in block letters*



Note (1): Tender price will be assessed in the Marking Scheme on the basis of the Total Estimated Service Price for all Items quoted by the Tenderer in this Price Schedule.

(2) Tender price will be used for price evaluation among the proposals submitted by Tenderers and for the calculation of Contract Deposit if the Tenderer is selected for the award of the Contract.

**Part B - Contract Deposit Reply Slip**

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

In accordance with Clause 11 of Terms of Tender (Supplement), I/We elect to furnish the Contract Deposit by

\*Cheque / Cashier's Order / Banker's Guarantee.

\* Delete whichever if not applicable.

Name of Tenderer in English \*

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\* *in block letters*

**Part C - Payment Discounts**

1. Tenderers are requested to indicate in the space provided below the discount which they would allow on the Monthly Total Fee if payment is made in full within:
  - (a) **14** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: \_\_\_\_\_% discount.
  - (b) **21** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: \_\_\_\_\_% discount.
2. Tenderers are requested to insert the word 'NIL' in the space provided above if they do not offer any payment discount.
3. The 14 or 21 clear working days' period for payment discount shall be calculated from (excluding Saturday, Sunday or general holiday) the date of receipt of invoice or the date of acceptance of Services, whichever is the later.

Payment discount offered by a Tenderer will not be taken into consideration in the tender price assessment except when two or more tenders obtain the same highest combined score and same highest weighted technical score. In such case, the Tenderer that submit the highest (higher) percentage of payment discount for payment within 14 days and 21 days respectively will be considered in sequence.

Name of Tenderer in English \*

*\*in block letters*

\_\_\_\_\_

**Part D- Payment Method**

Payment of Services completed to satisfaction will be made by cheque. Tenderers are required to indicate the following:

- (a) The cheque for payment of Services shall be made payable to: -

---

- (b) The cheque shall be sent by post to the address as follows: -

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Name of Tenderer in English\*: \_\_\_\_\_

*\*in block letters*

**Tender for the Provision of Building Management Services for the  
Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3B  
CONTRACT SCHEDULE 2  
Proposals on Execution Plan**

**<To be inserted into the "TECHNICAL INFORMATION" Envelope>**

**Item (1) - Work Plan**

**Item (2) - Organisation and Supervision Plan**

**Item (3) - Contingency Plan Item**

**Item (4) - Innovative Suggestions – Please use the “Schedule of Pro-innovation Proposals and ESG Proposals” proforma at Annex to Appendix A to Terms of Tender (Supplement) for this Item.**

(Use additional sheets, if required)

**Note:**

*For details of Execution Plan, please refer to Notes 2 to 5 of Appendix A to Terms of Tender (Supplement).*

*A tenderer shall note that its tender will not be considered further if by the Tender Closing Date, the Tenderer fails to submit the above Items (1)-(4) as required in this Contract Schedule 2.*

Name of Tenderer in English \* : \_\_\_\_\_

*\*in block letters*

**Tender for the Provision of Building Management Services for the  
Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3B**

**CONTRACT SCHEDULE 3**

**Equipment List - Proposal on Equipment subject to  
Specified Minimum Number and Type of Equipment**

**<To be inserted into the "TECHNICAL INFORMATION" Envelope>**

The Tenderer shall provide information as specified in this proforma:-

<b>Type</b>	<b>Description of Equipment</b>	<b>Minimum Requirements (No.) (Note 1)</b>	<b>Tenderer's Proposed No.</b>
I. Cleaning equipment required under the Contract	(a) Carpet shampooing machine	3	
	(b) Water suction machine	3	
	(c) High pressure cleaning unit	3	
	(d) Power sweeper	2	
	(e) Portable vacuum cleaner	14	
	(f) Electric floor drying machine	10	
	(g) Portable scrubbing machine	5	
	(h) Floor polish machine	3	
	(i) Powerful Steam Irons	3	
	(j) Vertical Steam Irons	3	
	(k) Aluminum scaffolding (capable of reaching 11 metres)	1 set	
	(l) Ladder, retractable reaching up to at least 6 metres	2	
	(m) Working platform for working at height up to 9 metres	1	
	(n) Trolley	10	
(o) Warning signs with stand: "Work in progress", "Caution!", "Wet floor", "Work in progress overhead", etc. in English and Chinese characters.	sufficient quantities		
(p) Ancillary equipment: telescopic poles, rubber, hoses, anti-bacterial detergent, disinfectant, plastic hand gloves, etc.	sufficient quantities		

Type	Description of Equipment	Minimum Requirements (No.) (Note 1)	Tenderer's Proposed No.
II. Other equipment required under the Contract (Note 2)	(a) Special Protective Gear(s) and special equipment as requested by the Government Representative	as requested by the Government Representative	
	(b) Digital camera, walkie-talkies, torches, batons, sufficient safety helmets, raincoats, VHF portable transceivers, mobile telephones, pagers, etc.	Sufficient quantities	
	(c) Computers, printers and toner cartridges	Sufficient quantities	
	(d) Electronic Patrol System, electronic watchman clock system and related accessories	Sufficient quantities	
	(e) Time recorder(s) as required under Clause 47.1 of the Special Conditions of Contract	at least two	
	(f) Retractable belt stanchions/stainless steel mills barriers for cordoning off any indoor/outdoor area as designated by the Government Representative	Sufficient quantities	
III. Other relevant equipment proposed by Tenderer	Please specify: (use separate sheet if necessary)		

**Explanatory Notes**

*Note 1:* Tenderers should note that the number and type of equipment proposed **must not** be fewer than those minimum requirements set out in the proforma. If the Tenderer's proposed number is left blank or is less than the minimum requirement, it is assumed that the tenderer will provide the minimum requirements.

*Note 2:* The machines and equipment specified above are the minimum requirements and shall be subject to inspection by the Inspecting Officer at any time. The Contractor shall prepare additional equipment considered necessary by the Inspecting Officer for the proper and efficient performance of the Services.

Remarks, if any: \_\_\_\_\_

Name of Tenderer in English \* : \_\_\_\_\_

*\*in block letters*

**Tender for the Provision of Building Management Services for the  
Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3B**

**CONTRACT SCHEDULE 4**

**Manpower Requirements for the Services and Proposal on Monthly Wages**

**<To be inserted into the "TECHNICAL INFORMATION" Envelope>**

**Part A Manpower Requirements for the Services**

Tenderer shall provide the following minimum staffing requirement that can best fulfill his/her performance obligations under the Contract:

**(I) During the 3-month Transition Period (i.e. first 3 months after the  
Commencement Date of the Contract) (Skeleton Staff)**

<b>Type of Staff</b>	<b>Minimum Staffing Requirement (No. of Workers) (Note 1)</b>	<b>No. of Workers Proposed by the Tenderer (Note 2)</b>	<b>Working Hours of Each Staff</b>	<b>Working Days of Each Staff (subject to the deployment by Government Representative)</b>
<b><u>(A) Property Management</u></b>				
Property Manager (Note 3)	<b>1</b>		From 9:00 am to 6:00 pm	Everyday of the week from Monday to Saturday excluding General Holiday
<b><u>(B) Security Guarding Services (Note 4):</u></b>				
##Security Guard	<b>2</b>		From 8:00 am to 4:00 pm	6 days per week, may need to be on duty on Saturday, Sunday or Public Holiday.
	<b>1</b>		From 4:00 pm to 12:00 am	
	<b>1</b>		From 12:00 am to 8:00 am	
<b><u>(C) Cleaning, Disinfection and Waste Disposal Services:</u></b>				
##Cleaner	<b>2</b> (for office areas)		From 8:00 am to 5:00 pm	6 days per week, may need to be on duty on Saturday, Sunday or Public Holiday.
	<b>4</b> (for animal keeping areas)		From 7:00 am to 4:00 pm	

**##NB:** In addition to the provision and supervision of Security Guards and Cleaners for normal shift duties as indicated in the above table, tenderers shall provide sufficient reserve / relief security guards to

cover staff shift duty, medical treatment, training, vacation, sick leave etc.

**(II) For the remaining 33 months of the Contract Period (Full Strength)**

Type of Staff	Minimum Staffing Requirement (No. of Workers) (Note 1)	No. of Workers Proposed by the Tenderer (Note 2)	Working Hours of Each Staff	Working Days of Each Staff (subject to the deployment by Government Representative)
<b><u>(A) On-site Management and Coordination Services:-</u></b>				
Property Manager (Note 3)	1		From 9:00 am to 6:00 pm	Everyday of the week from Monday to Saturday excluding General Holiday
<b><u>(B) Security Guarding Services (Note 4):</u></b>				
Senior Security Guard	1		From 9:00 am to 6:00 pm	6 days per week, may need to be on duty on Saturday, Sunday or Public Holiday.
##Security Guard	2		From 8:00 am to 4:00 pm	
	2		From 4:00 pm to 12:00 am	
	2		From 12:00 am to 08:00 am	



Type of Staff	Minimum Staffing Requirement (No. of Workers) (Note 1)	No. of Workers Proposed by the Tenderer (Note 2)	Working Hours of Each Staff	Working Days of Each Staff (subject to the deployment by Government Representative)
<b>(C) Cleaning, Disinfection and Waste Disposal Services:-</b>				
Cleaning Supervisor	1		From 09:00 am to 6:00 pm	Everyday of the week from Monday to Saturday excluding General Holiday
##Cleaner	9		From 9:00 am to 6:00 pm	6 days per week, may need to be on duty on Saturday, Sunday or Public Holiday.

**##NB:** In addition to the provision and supervision of Security Guards and Cleaners for normal shift duties as indicated in the above table, tenderers shall provide sufficient reserve / relief security guards to cover staff shift duty, medical treatment, training, vacation, sick leave etc.

Name of Tenderer in English \* : \_\_\_\_\_

*\*in block letters*

**Part B Proposal on Monthly Wages**

Type of Staff	Proposed Monthly Wages (HK\$) (Note 5)	Proposed Daily Maximum Working Hour (Note 6)
Property Manager		<input type="checkbox"/> Nine (9) net hours  <input type="checkbox"/> Others (Please specify: _____)
Senior Security Guard		
Security Guard		
Cleaning Supervisor		
Cleaner		

Note 1: All numbers indicated in Part A indicate posts which are required to be made available for use daily except otherwise specified during the working shifts and working hours specified.

Note 2: The proposed number of staff shall NOT be fewer than the respective minimum numbers specified in Part A.

Note 3: Tenderer's attention is drawn to Clause 23 of Part 3 – Special Conditions of Contract that a Property Manager is required to be appointed. The Property Manager shall be contactable and available to receive the Government's instructions at all times during the Contract Period.

Note 4: Guards must be in possession of a valid Security Personnel Permit issued under the Security and Guarding Services Ordinance (which authorise them to carry out security work Category B (as specified in these permits)).

Note 5: The monthly wage rate for Non-skilled Workers shall not be less than **HK\$11,160**, which corresponds to 31 days (27 working days plus 4 paid rest days) per month and 9 hours of work per day (including 1-hour paid meal-break) at the hourly rate of \$40 based on the prevailing Statutory Minimum Wage (SMW) rate. During the Contract Period, the monthly wage payable to each of them shall not be less than (i) the monthly wage committed by the Contractor; or (ii) any adjusted wage level brought about by future revisions of the SMW, whichever is the higher.

Note 6: The allowable daily maximum working hour is nine (9) net hours maximum (excluding meal-break).

Name of Tenderer in English \* : \_\_\_\_\_

*\*in block letters*

**Tender for the Provision of Building Management Services for the  
Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3B**

**CONTRACT SCHEDULE 5**

**Past Experience/Quality Management Accreditation/ Statement of Convictions/  
Sub-Contractor's Acknowledgement/ Statement of Compliance**

**<To be inserted into the "TECHNICAL INFORMATION" Envelope>**

**Part A**

**Past Experience in Relevant Building/ Property Management Work**

Please provide information on past contracts during the **past ten (10) years** immediately preceding the Original Tender Closing Date for the provision of **security and cleaning services in Hong Kong to commercial, residential, Government or educational premises of no less than 20,000 m<sup>2</sup> in Gross Floor Area (GFA)**, including contract periods, client names, value of contracts with **supporting documents**.

<p>(A) Contract period (start and end dates)</p> <p>(B) Name of client (private organisation or government department)</p> <p>(C) Type of premises (commercial, residential, government or educational)</p> <p>(D) Size of premises (m<sup>2</sup> in GFA)</p> <p>(E) Type of services provided (security service only, cleaning service only, both security and cleaning services, with start and end dates if different from the contract period)</p> <p>(F) Contract price (HK\$)</p> <p>(G) Documentary proof**</p> <p>(H) Referee# with address, telephone and facsimile numbers for the contract</p> <p>(I) Other information (e.g. Was the contract terminated due to the Tenderer's default? If yes, please provide details.)</p>
<p>(A)</p> <p>(B)</p> <p>(C)</p> <p>(D)</p> <p>(E)</p> <p>(F)</p> <p>(G)</p> <p>(H)</p> <p>(I)</p>
<p>(A)</p> <p>(B)</p> <p>(C)</p> <p>(D)</p> <p>(E)</p> <p>(F)</p> <p>(G)</p> <p>(H)</p> <p>(I)</p>

(A)
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(I)

*(Please use separate sheet if necessary)*

\*\* Documentary proof of my/our relevant experience during the past ten (10) years in providing security and cleaning services immediately preceding the Original Tender Closing Date.

- (a) I/We hereby authorise the Agriculture, Fisheries and Conservation Department to obtain from my/our clients concerned information provided in this Schedule and give consent for my/our clients concerned to release and provide the requisite information to the Agriculture, Fisheries and Conservation Department as regards my/our record of performance concerning the contractual security and cleaning services listed in this Schedule for the purpose of tender evaluation.
- (b) I/We hereby declare that all information given in the above table 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 will score no mark in the relevant claim of experience

Name of Tenderer in English \*: \_\_\_\_\_

*\*in block letters*

**Part B****Quality Management Accreditation**

Please give details of any relevant valid quality management accreditation such as ISO 9001, ISO 10002, ISO 14001 or OHSAS 18001 of the Tenderer in the provision of the Services.

<b>Date Obtained</b>	<b>Particulars of Relevant Qualification in Quality Management</b>	<b>Validity Period of the Qualification</b>

Note : Tenderer shall attach documentary proof of the claimed quality management accreditation to support its relevant claims.

- Documentary proof of my/our accreditation to ISO 9001, ISO 10002, ISO 14001 and OHSAS 18001 standard are provided.

Name of Tenderer in English \* : \_\_\_\_\_

\* *in block letters*

- Please indicate by  as appropriate

## Part C

### Statement of Convictions

1. A Tenderer hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Clauses 7.1.1 of the Terms of Tender (Supplement)) for a period of **five years immediately preceding the Original 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.

### 2. Tenderer's Declaration

- (a) I/We hereby declare that all information given above and any additional sheets attached hereto are correct.
- (b) I/We understand that if I/We make any false declaration of or untruthful revelation in regard to the record of convictions of offences under one or more of the Employment Ordinance, Employees' Compensation Ordinance, Immigration Ordinance, Criminal Procedure Ordinance, Mandatory Provident Fund Schemes Ordinance, Occupational Safety and Health Ordinance and Factories and Industrial Undertakings Ordinance in this Part C of Contract Schedule 5 during the tendering process, my/our tender will not be considered. I/We also understand that even I am/we are awarded the Contract, if any of the information contained in this Part C of Contract Schedule 5 hereof is found to be incorrect, my/our contract will be terminated in accordance with Clause 36 of the Special Conditions of Contract.

- (c) The signatory of this Statement of Convictions hereby authorise the Government Representative 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 Government Representative for the purposes of assessment of our Tender under this tender exercise and subsequent management of the Contract.

Name of Tenderer in English \* : \_\_\_\_\_

*\*in block letters*

**Part D**  
**Sub-Contractor's Acknowledgement**

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 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 in the assessment of its offer in future tender or quotation exercises.

Name of sub-contractor in English : \_\_\_\_\_

Name of sub-contractor in Chinese : \_\_\_\_\_

Signed by an authorised signatory  
for and on behalf of the sub-contractor : \_\_\_\_\_

Name of the authorised signatory : \_\_\_\_\_

Title of the authorised signatory : \_\_\_\_\_

Name of Tenderer in English \*: \_\_\_\_\_

*\*in block letters*



**Part E****Statement of Compliance****1. Compliance with Tender Documents**

- \*(a) I/We confirm that the Services offered comply with all the essential requirements stipulated in the Tender Documents.
- \*(b) I/We confirm that the Services offered **do not** comply with the essential requirements stipulated in the following clause(s):

(\* Delete whichever is not applicable)

Clause No.	Details (please use and attach extra pieces of paper if necessary)

Note:

A Tenderer's offer that fails to meet any of the essential requirements of the tender documents will not be considered further.

**2. Compliance with Green Specifications**

Tenderers shall confirm the compliance of the desirable requirements on property management and cleansing services as listed below: -

Green Specifications on Cleansing Services	Compliance (Yes/ No)
<b>Waste Management</b> The Contractor should provide a waste management proposal to identify, collect and recycle all types of recyclable materials as far as practicable.	
<b>Waste Management</b> The Contractor should monitor and measure general waste and recycled materials and generate a monthly report to the contracting authority.	
<b>Waste Management</b> Adequate space and facilities should be provided to facilitate separation, collection, sorting and storage of materials for recycling, including installation of waste separation bins and separate collection of food and yard waste for treatment where applicable and needed.	

<b>Green Specifications on Cleansing Services</b>	<b>Compliance (Yes/ No)</b>
<p><b>Energy and Water Performance</b></p> <p>The Contractor should produce a monthly energy and water report using the data from Building Management System (BMS) / energy bills/ water bills to identify trends in energy / water use within the managed operations, and submit to the contracting authority. The report should also include recommendations on energy / water saving initiatives that could be made.</p>	
<p><b>Environmental Management</b></p> <p>The Contractor should establish an Environmental Management System (EMS) certified to ISO 14001:2015 standard or latest.</p>	
<p><b>Environmental Management Systems</b></p> <p>The Contractor should establish an Environmental Management System certified to ISO 14001:2015 standard or latest.</p>	
<p><b>Use of Cleansing Chemicals</b></p> <p>The Contractor should select all-purpose cleaners that meet the mandatory requirements in the Government's green procurement list promulgated by the Environmental Protection Department.</p>	
<p><b>Use of Cleansing Accessories</b></p> <p>At least 20% of cleaning cloths should be made of microfiber.</p>	
<p><b>Use of Cleansing Accessories</b></p> <p>For cleaning cloths containing fibres, these fibres should contain recycled content and should take up to at least 70% by weight of the product.</p>	
<p><b>Energy Saving in Equipment</b></p> <p>The Contractor should select energy efficient vacuum cleaner that meet the requirements of the Government's green procurement list promulgated by the Environmental Protection Department.</p>	
<p><b>Energy Saving in Equipment</b></p> <p>All powered equipment should be switched off and remove the plug from socket when not in use.</p>	
<p><b>Energy Saving in Equipment</b></p> <p>Filters of vacuum cleaners should be changed or cleaned regularly to attain the optimal cleaning efficiency.</p>	
<p><b>Waste Management</b></p> <p>The Contractor should provide waste management proposal covers waste sorting and storing recyclable waste in recycling facilities.</p>	

<b>Green Specifications on Cleansing Services</b>	<b>Compliance (Yes/ No)</b>
<p><b>Waste Management</b></p> <p>The Contractor should engage waste recycling contractors for collection of recyclable materials or facilitate the collection by Government contractor.</p>	
<p><b>Water Saving</b></p> <p>The Contractor should wash in a basin rather than under running water whenever practical, and keep water level in the basin to minimum to reduce spillage.</p>	
<p><b>Water Saving</b></p> <p>The Contractor should report any leakage of faucets and hoses for repairing immediately.</p>	
<p><b>Water Saving</b></p> <p>The Contractor should use mops instead of running water hoses for cleaning floors (except for animal keeping areas in the building) whenever practical.</p>	
<p><b>Staff Training</b></p> <p>All workers should receive regular trainings to maintain knowledge of correct procedures for equipment and techniques used to maintain environmental standards.</p>	

Name of Tenderer in English \*: \_\_\_\_\_

*\*in block letters*

**Tender for the Provision of Building Management Services for the  
Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3B  
CONTRACT SCHEDULE 6**

**Provisions in relation to the MSW Charging Scheme**

**1. Interpretation**

“Amendment Ordinance”	means the Waste Disposal (Charging for Municipal Solid Waste) (Amendment) Ordinance 2021;
“Cap 354M”	means the Waste Disposal (Charge for Disposal of Municipal Solid Waste at Scheduled Facilities) Regulation (formerly known as Waste Disposal (Refuse Transfer Station) Regulation), Cap. 354M of the Laws of Hong Kong as amended by the Amendment Ordinance and from time to time;
“designated bags” and “designated labels”	have the meanings given to them in the WDO;
“D-bags” and “D-labels”	means designated bags and designated labels respectively;
“EGW”	means the municipal solid waste which is exempt from the MSW Charging Scheme as listed in Annex 2 to this Schedule;
“EGW Coloured Bags”	means bags fulfilling the specifications set out in Appendix 2 to this MSW Schedule for the disposal of EGW;
“EGW Expenses”	means the cost actually incurred by the Contractor for making available the EGW Coloured Bags to dispose the EGW based on the actual quantity of EGW;
“gate fee”	means the charges at the unit rates as set out in Sections 2, 3(a) and 4 of Part 1 of the Schedule to Cap 354M which are not applicable under this MSW Schedule;

“Group 2 facility service fee”	means the charges at the unit rates as set out in Section 3(b) of Part 1 of the Schedule to Cap 354M for disposing of MSW at a Group 2 facility (as defined in the aforesaid Schedule) from a waste vehicle in private use (with compactor) which is not applicable under this MSW Schedule;
“Locations”	means those locations as specified in Annexes 1 and 2 to this MSW Schedule;
“Monthly Administrative Fee (MSW)”	means the amount to be quoted on top of the Quoted MSW Charges and the Quoted EGW Expenses in the Price Schedule;
“Monthly Period”	has the meaning given to the term in paragraph 4.2 of this MSW Schedule;
“Government MSW Payment”	means a monthly quotation in the Price Schedule comprising the Quoted MSW Charges, the Quoted EGW Charges and the Monthly Administrative Fee (MSW);
“MSW Charging Scheme”	means a quantity-based charging scheme for the disposal of municipal solid waste under the WDO;
“MSW”	means municipal solid waste which is covered by the MSW Charging Scheme;
“MSW Charges”	means the charges payable under the MSW Charging Scheme at the unit rates as specified in Schedule 14 of the WDO, and for these rates as at the date of the Tender Documents, are now repeated in paragraph 5.3 of this MSW Schedule;
“MSW Schedule”	means this Schedule;
“Procuring Department”	means the Government bureau or department which procures the Services under the Contract;
“Quoted EGW Expenses”	means a monthly quotation to cover the cost of the EGW Coloured Bags to dispose the EGW based on the estimate of EGW as stated in Annex 2 to this MSW Schedule;

“Quoted MSW Charges”	means a monthly quotation to cover the cost of disposing the MSW under the MSW Charging Scheme based on the estimate of MSW as stated in Annex 1 to this MSW Schedule and the applicable unit rates of the MSW Charges;
“RCP”	means refuse collection point as defined in the WDO;
“scheduled facility”	has the meanings given to the term in Cap 354M;
“waste vehicle in Government service” (in upper or lower case)	has the meaning given to the term in the WDO;
“waste vehicle in private use (with compactor)” (in upper or lower case)	has the meaning given to the term in the WDO;
“waste vehicle in private use (without compactor)” (in upper or lower case)	has the meaning given to the term in the WDO;
“waste vehicle in private use (with or without compactor)” (in upper or lower case)	means waste vehicle in private use (with compactor) or waste vehicle in private use (without compactor);
“WDO”	means Waste Disposal Ordinance (Cap. 354 of the Laws of Hong Kong) as amended by the Amendment Ordinance and from time to time.

## **2. Introduction - The Municipal Solid Waste (MSW) Charging Scheme**

- 2.1. The Waste Disposal (Charging for Municipal Solid Waste) (Amendment) Ordinance 2021 (viz., “Amendment Ordinance”), which amends the Waste Disposal Ordinance (Cap. 354 of the Laws of Hong Kong) (viz., “WDO”) and its subsidiary legislations to establish a quantity-based charging scheme for the disposal of municipal solid waste (viz., “MSW Charging Scheme”), was passed by the Legislative Council on 26 August 2021.
- 2.2. The Amendment Ordinance will come into operation on a date to be appointed by notice published in the Gazette. For full details of the legal requirements concerning MSW Charging, please refer to the gazetted version of the Amendment Ordinance at <https://www.gld.gov.hk/egazette/pdf/20212535/es12021253525.pdf>.
- 2.3. Even if the Amendment Ordinance may not yet come into effect as at the date when the Contract is awarded, the Government requires the Tenderer to submit a monthly quotation in the Price Schedule to be known as the “Government MSW Payment” to comprise the amount(s) as further specified in paragraph 3 below. This Government MSW Payment will only be payable by the Government to the Contractor as and when the MSW Charging Scheme comes into effect during the Contract Period. The amount will be payable in arrears and on a monthly basis in accordance with paragraph 8 of this MSW Schedule. This Government MSW Payment as quoted by the Tenderer shall have to be included in the tender price to be evaluated in the price assessment in the Marking Scheme.

## **3. Tenderers’ obligations**

- 3.1. The Government MSW Payment shall be quoted by the Tenderer in the Price Schedule having regard to (a) the monthly estimate of the Government municipal solid waste which is covered by the Municipal Solid Waste Charging Scheme (viz., “MSW”) provided by the Government in **Annex 1** to this MSW Schedule, and the unit prices of the designated bag or designated label set out in Schedule 14 to the WDO (and such unit prices as at the date of this Invitation to Tender are repeated in paragraph 5.3 below) (viz., collectively, “Quoted MSW Charges”); and (b) the monthly estimate of the Government municipal solid waste which is exempted from the Municipal Waste Charging Scheme (viz., “EGW”) provided by the Government in **Annex 2** to this MSW Schedule and the total monthly charges to be quoted by the Tenderer in the Price Schedule for providing EGW Coloured Bags for disposing the EGW per month (viz., “Quoted EGW Expenses”).
- 3.2. The Tenderer may also include in the Government MSW Payment to be quoted in the Price Schedule a reasonable amount of the monthly administrative fee in performing the Contractor’s

obligations as stated in this MSW Schedule not already covered by the Quoted MSW Charges and the Quoted EGW Expenses (viz., “Monthly Administrative Fee (MSW)”) which amount shall be separately quoted in the breakdown of the Government MSW Payment.

- 3.3. The Tenderer is advised not to under-quote the Quoted MSW Charges and the Quoted EGW Expenses. This is because to the extent that the Tenderer has under-quoted, and the actual MSW Charges incurred by it as the Contractor (should the Contract be awarded to it) are higher than the amount of the Quoted MSW Charges or the actual EGW Expenses are higher than the amount of the Quoted EGW Expenses, it would have to bear the difference without recourse to the Government unless paragraph 8.4 of this MSW Schedule applies.

#### **4. Waste Types to be handled**

**Annex 2** 4.1. All waste covered by this Contract is MSW, except for those waste specified in Annex 2 to this MSW Schedule as EGW *<and paper/plastic/glass/metal waste to be recycled, if any>*.

- 4.2. Unless otherwise stated, all provisions of this MSW Schedule (apart from paragraphs 1, 2, 3 and 9) take effect on the date when the MSW Charging Scheme commences into operation (i.e. when the Amendment Ordinance commences into operation) and shall remain in effect throughout the remainder of the Contract Period. This period will be split into consecutive monthly periods. For paragraphs 1, 2, 3, and 9, they shall come into effect as soon as the Contract comes into effect.

- 4.3. Each of these “monthly period” shall match with the ongoing monthly billing period already adopted in the Contract for monthly payment of the Services and measurement of the performance level of the Services (“monthly period (original)”. So that if a monthly period (original) has already started for the Contract when this MSW Schedule comes into effect, that monthly period for the MSW Schedule shall end at the same time as that monthly period (original).

#### **5. Contractor’s obligation in handling of Municipal Solid Waste (i.e. non-exempt Government Waste) (MSW)**

- 5.1. Upon the MSW Charging Scheme coming into operation, the Contractor is required to procure at its own cost D-bags and D-labels for the collection and disposal of MSW. Since as mentioned in paragraph 5.2 below, the Contractor is not required to deploy any Waste Vehicle in Private Use (With or Without Compactor) in the removal of the MSW, no gate fee or Group 2 facility service fee will be payable.



5.2. Under the MSW Charging Scheme, the Contractor shall adopt the following waste disposal arrangements:

- MSW shall be properly wrapped in designated bags or affixed with a designated label for oversized waste before the Contractor may dispose of the same at an RCP.

5.3. The MSW Charges (in the form of D-bags and D-labels) shall be payable by the Contractor at the unit prices as prescribed in Schedule 14 to WDO. As at the date of this Invitation to Tender, the unit prices are summarized below. The MSW Charges shall be deemed to have been included in the Quoted MSW Charges as part of the Government MSW Payment regardless of whether the actual MSW Charges incurred by the Contractor are higher or lower than the Quoted MSW Charges.

(a) Unit prices of designated bags (\$ / bag)

3L	5L	10L	15L	20L	35L	50L	75L	100L	240L	660L
\$0.3	\$0.6	\$1.1	\$1.7	\$2.2	\$3.9	\$5.5	\$8.5	\$11	\$26	\$73

(b) Unit price of designated label

\$11 per label

5.4. The Contractor shall supply and maintain sufficient quantity of designated bags and designated labels to cater for the disposal of MSW. The Contractor shall maintain an electronic file in a format specified by the Government Representative on the stock and usage of the designated bags and designated labels and to replenish the stock in good time.

5.5. The Contractor shall procure all necessary designated bags and designated labels from the retail outlets or online platform which are authorized by the Director of Environmental Protection to sell such designated bags and designated labels under the WDO.

5.6. The Contractor shall make the best use of the designated bags in order to minimize any wastage, e.g. using smaller designated bags if practicable. Unless under exceptional circumstances (e.g. rupture of designated bags during the course of waste collection), the Contractor shall avoid using another designated bag to wrap waste that has already been wrapped with a designated bag.

5.7. The Contractor shall propose and execute control and monitoring measures to achieve proper use of designated bags or designated labels for handling MSW. The control and monitoring measures shall be proposed to the AFCD's satisfaction and approved by the Government Representative before execution.

## 6. Contractor's obligation in handling of Exempted Government Waste (EGW)

6.1. Not all waste covered by this Contract is MSW. Some waste in this Contract will be exempted from the MSW Charging Scheme due to exemption which has been granted under section 20Q(1)(a) of WDO (for exemption of the D-bag and D-label) and/or section 16 of Cap 354M (for exemption of the gate fee and Group 2 facility service fee). Such exemption has already been obtained by the AFCD and it is not necessary for the Contractor to apply for the same.

### Annex 2

The Government Representative will specify in Annex 2 to this MSW Schedule showing the types of waste, and locations of such EGW to be handled by the Contractor. Due to the above exemption, EGW is neither required to be wrapped in designated bags nor to be affixed with a designated label.

6.2. Instead, the Contractor shall follow the handling arrangements as described below.

### Waste disposal bags for AFCD Use Only (漁護署專用垃圾袋)

(a) Unless advised otherwise by the Government Representative, the Contractor shall use EGW Coloured Bags to be imprinted with the words "waste disposal bags for AFCD Use Only" complying with the specifications provided in Appendix 2 to this MSW Schedule to wrap EGW before disposal. The Contractor shall supply and maintain sufficient quantity of these EGW Coloured Bags to cater for the disposal of EGW under the Contract. The Contractor at the Tendering Stage shall have factored in this monthly cost in the Quoted EGW Expenses as part of the Government MSW Payment in the Price Schedule. Within the Contract Period, as soon as the MSW Charging Scheme comes into effect, the Contractor is required to bear the cost variations due to fluctuation of the EGW quantity in the handling of EGW.

### Appendix 2

### Oversized EGW

(b) Oversized MSW is defined as MSW that cannot be properly wrapped by a 100L designated bag and to be handled by a waste vehicle with compactor or to be deposited at an RCP. Oversized EGW shares the same definition. Whilst no EGW Coloured Bags shall be required for the disposal of oversized EGW, the Contractor and the Government Representative shall work together to set up arrangements for the temporary storage and disposal of oversized EGW and measures to prevent free riders (i.e. to prevent unauthorised persons disposing MSW at such temporary storage area to evade paying MSW Charges).

(c) Just like in the case of MSW, the Contractor is not required to deploy a Waste Vehicle in Private Use to remove EGW to a scheduled facility. The EGW once properly wrapped in EGW Coloured Bags as well as over-sized EGW shall be deposited onto a waste vehicle operated by FEHD or a contractor of FEHD (viz., "Waste Vehicle in Government Service"). Mixing of the MSW and EGW in the same trip to a scheduled facility is permitted when loaded onto the Waste Vehicle in Government Service.

6.3. **Monitoring and Control:** The Contractor shall propose and execute monitoring and control measures to safeguard the production, storage and use of the EGW Coloured Bags such that these EGW Coloured Bags are used solely for wrapping EGW under this Contract. The monitoring and control measures shall be proposed to the AFCD's satisfaction and approved by it before execution. Misuse of the EGW Coloured Bags within and outside the government premises under this Contract is strictly prohibited. The Contractor will be subject to warnings when the Contractor or the Contractor's employee causes or permits the misuse of the EGW Coloured Bags and, depending on the extent of misuse, Government may claim liquidated damages or issue a default notice against the Contractor for non-compliance.

## **7. Other Contract requirements for handling MSW and EGW**

7.1. The approved waste disposal bags for MSW to be used under the Contract after the MSW Charging Scheme coming into operation shall be the "designated bags" as defined in the WDO and for EGW, "EGW Coloured Bags" as mentioned in paragraph 6.2 (a) above.

7.2. The Contractor is required to facilitate the Government Representative in conducting joint waste survey not less than once every 3 months using the template as set out in Appendix 1 to this MSW Schedule.

7.3. The Contractor shall provide sufficient quantity of tools, equipment, and the correct bags and labels to facilitate the collection and disposal of MSW and EGW.

7.4. The Contractor shall facilitate the Government Representative to carry out waste reduction and recycling measures. Any waste intended for recycling and designated to a place for recycling is not required to be put into D-bags or affixed with D-labels or in the case of EGW for recycling, it is not required to be put into EGW Coloured Bags and shall not be loaded to the Waste Vehicle in Government Service or disposed of at any RCP.

7.5. The Contractor shall comply with the requirements of the WDO as amended from time to time (but not just the Amendment Ordinance) when disposing the waste collected. The Contractor shall provide adequate guidelines, training, equipment and necessary means to its employees and / or staff to comply with the requirements of the WDO.

## **8. Payment**

8.1. In respect of each monthly period, the Government will pay the Government MSW Payment quoted by the Contractor in the Price Schedule in arrears. Where a monthly period is an incomplete calendar month, the Government MSW Payment will be payable on a pro rata basis

by first determining the daily rate of the Government MSW Payment to be divided by 30 and then multiply the daily rate by the number of days in that monthly period.

- 8.2. In respect of each monthly period, the Contractor will be required to pay the MSW Charges and EGW Expenses directly which are incurred by the Contractor in the course of the provision of the Services. The Contractor is required to bear the actual MSW Charges and EGW Expenses payable in respect of any monthly period to the extent that they are higher than Government MSW Payment (whether or not including or excluding the Administrative Fee (MSW)) (and the amount of the deficit to be calculated by excluding the Administrative Fee (MSW) shall be known as “MSW Charge Deficit”) unless the Contractor can point to any circumstances beyond the control of the Contractor which have led to the sudden upsurge of the quantities of the MSW and/or EGW (see paragraph 8.4 below). On the other hand, if and to the extent that in respect of any monthly period, the summation of the actual MSW Charges, EGW Expenses and Monthly Administrative Fee (MSW) fall below the Government MSW Payment (or the pro rata amount thereof in the case of an incomplete calendar month), the Contractor can keep the difference.
- 8.3. In respect of each monthly period, the Contractor shall stock take the monthly number of (i) designated bags / designated labels actually used actually paid under the Contract, and (ii) waste load of the EGW and the monthly number and size of the EGW Coloured Bags.
- 8.4. Under exceptional and/or unforeseen circumstances, within 3 months from the occurrence of such circumstances, the Contractor may consider to submit an application together with supporting documents and justifications to the Government Representative requesting the Government to reimburse it any MSW Charge Deficit in respect of any monthly period. Upon receiving the application, the Government Representative will evaluate the application to consider whether the case involves any exceptional and/or unforeseen circumstance which has caused the MSW Charge Deficit. Subject to the result of vetting conducted by Government Representative, the Government Representative may approve the whole or part of the requested reimbursement amount or reject the application.

## **9. Records of MSW removed**

- 9.1. Prior to the commencement of the MSW Charging Scheme, the Contractor is responsible for recording the monthly quantity of MSW including MSW which will be treated as EGW removed (e.g. number and size of garbage bags used, tonnage of waste and waste type from each floor/office and provide such records to the Government Representative in an electronic file in a specified format.

### **List of Annexes and Appendices to the MSW Schedule**

- Annex 1 - Estimated quantities of MSW to be handled by using Designated Bags (DB), Designated Labels (DL)
- Annex 2 - Estimated quantities of EGW for disposal by using EGW Coloured Bags or in oversized/irregular form
- Appendix 1- Template for Joint Waste Survey
- Appendix 2- Specifications of EGW Coloured Bags

**Annex 1 - Estimated quantities of MSW to be handled by using Designated Bags (DB), Designated Labels (DL) in the Animal Management and Animal Welfare Building Complex (AMAWBC) at 16 Shing Yau Street, Kai Tak, Kowloon**

This Annex is solely for the Tenderers' reference and is only applicable upon the commencement of the MSW Charging Scheme.

	Service Location	Size of DB or DL required	Monthly quantity estimated by AFCD		Unit Price (HK\$)	Sub-Total Costs (HK\$)
			Number of DB	Number of DL		
1.	Animal Management Centre/Kowloon (G/F, 5/F-12/F)	100L DB	90		11	990
		DL		30	11	330
2.	Veterinary Surgeons Board Secretariat (4/F)	100L DB	30		11	330
		DL		5	11	55
3.	Veterinary Laboratory Division (12/F & 13/F)	5L DB	100		0.6	60
		35L DB	20		3.9	78
		50L DB	100		5.5	550
		100L DB	40		11	440
		DL		40	11	440
4.	Equine Diseases Division (G/F, 12/F-13/F)	3L DB	40		0.3	12
		5L DB	200		0.6	120
		50L DB	70		5.5	385
		100L DB	50		11	550
		DL		50	11	550
5.	Animal Health Division (Avian Influenza Surveillance Section, Antimicrobial Surveillance Section) (4/F-5/F)	10L DB	418		1.1	459.8
		50L DB	80		5.5	440
		100L DB	120		11	1320
		DL		5	11	55
6.	Animal Management (Development) Division (Task Force, Licensing & Inspection Unit, Education Unit) (3/F-5/F)	50L DB	95		5.5	522.5
		100L DB	30		11	330
		DL		5	11	55
<b>Total Costs (HK\$)</b>						<b>8072.3</b>

**Annex 2 - Estimated quantities of EGW for disposal by using EGW Coloured Bags or in oversized/irregular form in the Animal Management and Animal Welfare Building Complex (AMAWBC) at 16 Shing Yau Street, Kai Tak, Kowloon**

This Annex is solely for the Tenderers' reference and is only applicable upon Commencement of the MSW Charging Scheme.

	<b>Service Location</b>	<b>Size of coloured bags required</b>	<b>Monthly quantity estimated by AFCD</b>	<b>Unit Price (HK\$)</b>	<b>Sub-total Cost (HK\$)</b>
1.	Animal Management Centre/Kowloon (G/F, 5/F-12/F)	100L	40	11	440
2.	Veterinary Surgeons Board Secretariat (4/F)	35L	30	3.9	117
		50L	30	5.5	165
3.	Animal Management (Development) Division (Task Force, Licensing & Inspection Unit, Education Unit) (3/F-5/F)	50L	20	5.5	110
		5L	20	0.6	12
<b>Total Costs (HK\$)</b>					<b>844</b>

Note: General refuse collected from the cleansing service at government premises, office areas or facilities with regular access by the public or dedicated for public use.





**Photo Plates of the Joint Waste Survey (if applicable)**

< Date of Photo taken >



Using Designated Bags

<Description, e.g. location of the survey in action>

< Date of Photo taken >



Using Designated Labels

<Description>

< Date of Photo taken >



Using Coloured Bags

<Description>

< Date of Photo taken >



Oversized EGW

<Description, e.g the temporary storage space with oversized EGW>

## **Appendix 2**

### **Specifications of EGW Coloured Bags**

#### **1. General Notes**

These waste disposal bags are for EGW to be disposed of under the Contract and are to be provided by the Contractor at its own cost. For oversized EGW and those EGW that is to be disposed of via a waste vehicle without compactor, the use of these waste disposal bags is not required.

#### **2. Materials**

Materials to be used should be at least 20% of recycled low-density polyethylene (LDPE) or recycled high-density polyethylene (HDPE) plastic materials<sup>1</sup>.

#### **3. Dimension, Thickness and Loading Requirement**

AFCD may tailor-made these waste disposal bags in respect of dimension, thickness and loading requirement to best suit its operational needs. These features shall be agreed by the Government Representative before commencement of the relevant provisions of the MSW Schedule concerning the use of the waste disposal bags.

#### **4. Reference Capacity and Reference Capacity Line**



AFCD may include the reference capacity and reference capacity line (both optional) if it considers them helpful in the waste collection process.

Footnote:

1. LDPE is recommended for manufacturing 100L or above coloured bags to cope with the loading requirements in respect of its higher elasticity when comparing with HDPE

## 5. Design of the Waste Disposal Bag

Please refer to the illustration below. The text (including name of the AFCD) shall be printed on **both sides** of the bag.

Background Colour	Bag Logo / Font Colour	Font Type / Size		Font Alignment	Font Spacing
		Chinese	English		
Pantone 732C 	Pantone 000C 	新細明體, no less than size 72	Calibri, no less than size 72	Centred	See below sample design (proportion to bag size)

### Sample design



**Tender for the Provision of Building Management Services for the  
Animal Management and Animal Welfare Building Complex  
at 16 Shing Yau Street, Kai Tak, Kowloon**

**PART 3B  
CONTRACT SCHEDULE 7**

**Information on Tenderer**

**<To be inserted into the "TECHNICAL INFORMATION" Envelope>**

The Tenderer is required to provide the following information: -

1. (a) Name of the Tenderer, in English and Chinese, (**registered Name of Company**) and address of its registered office.

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(b) Type of business entity of the Tenderer: Tenderer is a company incorporated or registered under the Companies Ordinance/ sole proprietorship / partnership / statutory corporation /others\*.( \*Please delete whichever is not applicable.) \_\_\_\_\_

(c) Length of business experience.

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(d) Shareholders/partners/proprietor of the Tenderer.

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(e) Names and residential addresses of each director of the Tenderer:

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(f)  A copy of the Memorandum and Articles of Association, Certificate of Incorporation, and any other corporate document evidencing business status.

(g)  A photocopy of the current Business Registration Certificate. The Certificate shall bear a machine printed line to show that full registration fee has been paid.

(h)  A photocopy of a valid Security Company Licence issued under Security and Guarding Services Ordinance (Cap. 460) in the name of the Tenderer.

*(Please indicate by  as appropriate)*

## 2. Present Business: -

## 3. The Particulars of the Tenderer: - (Please attach copies of the latest audited or certified financial statements of the company.)

- (a) Year of incorporation : \_\_\_\_\_
- (i) Shareholding : \_\_\_\_\_
- (ii) If a subsidiary company, name of parent company : \_\_\_\_\_
- (b) No. of Staff : \_\_\_\_\_
- (c) Liability : (as at \_\_\_\_\_ )
- (d) Capital : (as at \_\_\_\_\_ )
- (i) Authorised Capital : (as at \_\_\_\_\_ )
- (ii) Issued Capital : (as at \_\_\_\_\_ )
- (iii) Paid up Capital : (as at \_\_\_\_\_ )
- (e) Net worth : HK
- (i.e. Total assets -- Liabilities) : (as at \_\_\_\_\_ )

In accordance with Clause 10 of Terms of Tender (Supplement), the following documents are attached for financial assessment: -

- Audited accounts of the past three (3) years immediately preceding the tender submission date
- Management accounts up to a period not earlier than three (3) months before tender submission date
- Projected profit and loss accounts and cash flow statements for the Contract and for each contract year
- Others (please specify \_\_\_\_\_)

(Please indicate by  as appropriate)

## 4. Please complete the following:

If our tender is accepted, we shall elect, pursuant to Clause 11 of the Terms of Tender (Supplement) to deposit with The Government of the Hong Kong Special Administrative Region, within twenty-one (21) days after the despatch of a fax or a letter of acceptance by the Government to us, or at such time as shall be directed by the Government Representative, a sum equivalent to two percent (**2%**) (if we pass the financial vetting) or five percent (**5%**) (if we fail the financial vetting) of the total value of the Contract as security for the due and faithful performance of the Contract: -

\* (a) in cheque / cashier's order, or

\* (b) in the form of a banker's guarantee set out in Appendix C of Terms of Tender (Supplement) approved by the Government Representative and issued by a licensed bank in Hong Kong.

\* *Delete where inapplicable. In the event that the Contractor fails to elect which method of providing a Contract Deposit he prefers, it will be assumed that the Contractor will deposit cash with the Government.*

## 5. Details of the Contractor's bank account: -

(a) Banker's Name : \_\_\_\_\_

(b) Banker's Address : \_\_\_\_\_  
\_\_\_\_\_

(c) Account Holder's Name : \_\_\_\_\_

(d) Bank Account No. : \_\_\_\_\_

## 6. Information on the employees' compensation insurance policy effected by the Tenderer for his/her employees: -

Policy No. : \_\_\_\_\_

Name of Insurance Company : \_\_\_\_\_

Period covered by the Policy : \_\_\_\_\_

## 7. Please provide contact in the event of any queries relating to the tender offer: -

Name of contact person : \_\_\_\_\_

Telephone No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_

8. All notices and correspondence shall be sent to the following address: -

Address : \_\_\_\_\_

Attn. : \_\_\_\_\_

9. I certify that the details of the company stated in this form are true and correct.

Name of Tenderer in English\* : \_\_\_\_\_

Name of Tenderer in Chinese : \_\_\_\_\_

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

*\*in block letters*

**Tender for the Provision of Building Management Services for the  
Animal Management and Animal Welfare Building Complex  
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**PART 3B  
CONTRACT SCHEDULE 8**

**Non-collusive Tendering Certificate  
<To be inserted into the "TECHNICAL INFORMATION" Envelope>**

**To: the Government**

Dear Sir/ Madam,

**Non-collusive Tendering Certificate**

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

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

**Non-collusion**

2. I/We represent and warrant that in relation to the Invitation to Tender: -

- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
- (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
  - i) prices;
  - ii) methods, factors or formulas used to calculate prices;
  - iii) an intention or decision to submit, or not submit, any Tender;
  - iv) an intention or decision to withdraw any Tender;
  - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;



- vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
- vii) the terms of my/our Tender,

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

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with: -

- (a) the Government;
- (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
- (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
- (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
- (g) any person other than the Government, provided that the Government has given prior written consent.

### **Disclosure of subcontracting**

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

**Consequences of breach or non-compliance**

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 12 of the Terms of Tender (Supplement), the Government may exercise any of the rights under Clause 29.3 of Terms of Tender (Ref. No. BD-TERMS-2) (January 2023) in addition to and without prejudice to any other rights or remedies available to it against me/us.

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

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

:

\_\_\_\_\_

Name of the authorised signatory (where applicable)

:

\_\_\_\_\_

Title of the authorised signatory (where applicable)

:

\_\_\_\_\_

Date

:

\_\_\_\_\_

**Checklist for Submission of Tenders**

Tenderers are requested to go through the entire Tender Documents and ensure that all the information and documents required are submitted together with their Tenders in accordance with the tender requirements on or before the Tender Closing Time.

A summary of the information and documents required is stipulated in Clause 3.2 of the Terms of Tender (Supplement).

**Tenderers are reminded to take the following action before submitting their Tenders.**

**Checklist**

Description	Tick and move to the next item
1. Have you duly signed Part 4 "Offer to be Bound" of the Tender Form in its prescribed form?	
2. Have you provided the price information as required in Part A of Contract Schedule 1 (Price Proposal) and filled in all of the blanks in the table therein?	
3. Have you provided the details of Items (1) to (4) of Contract Schedule 2 (Proposal on Execution Plan)?	
4. Have you provided the Heat Stroke Prevention Work Plan?	
<b><u>If a Tenderer fails to complete and submit any of the above information/documents before the Tender Closing Time, its Tender will <u>not</u> be considered further.</u></b>	
5. Have you provided the information as required in Contract Schedule 3 (Equipment List)?	
6. Have you provided the information as required in Contract Schedule 4 (Manpower Requirements for the Services and Proposal on Monthly Wages)?	
7. Have you provided the information as required in Contract Schedule 5 (Past Experience/Quality Management Accreditation/Statement of Convictions/Sub-Contractor's Acknowledgement/ Statement of Compliance)?	

Description	Tick and move to the next item
8. Have you provided the information as required in Contract Schedule 6 (Monthly quotations to cover the costs of disposing the MSW and EGW under the MSW Charging Scheme)?	
9. Have you provided the information as required in Contract Schedule 7 (Information on Tenderer)?	
10. Have you completed and signed Contract Schedule 8 (Non-collusive Tendering Certificate)?	

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

**In relation to item 1 above, a Tenderer should note that it must duly sign on Part 4 "Offer to be Bound" of the Tender Form. Other than printing from a softcopy of the Tender Form obtained from the Government or photocopying of the Tender Form, other means of reproduction by the Tenderer (e.g. by retyping) of the Tender Form for Tender submission is not acceptable.**