

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
Agriculture, Fisheries and Conservation Department  
TENDER FOR THE PROVISION OF SERVICES**

**TENDER FORM**

Tender Ref. : AFCD/PPS/1/22

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

**LODGING OF TENDER**

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

**“Tender for the Provision of Cleansing Services  
for Tai Lung Experimental Station (TLES),  
(Tender Ref: AFCD/PPS/1/22)”**

and addressed to the Chairman ~~...of Tender Opening Committee~~.....

must be deposited in the ~~Government Logistic Department~~.....

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

before 12:00 noon (Hong Kong Time) on 26 July 2022 (Tue). Late tender will not be accepted.

**INTERPRETATION**

**PART 1 – TERMS OF TENDER**

**PART 2 – CONDITIONS OF CONTRACT**

**PART 3 – ANNEX AND CONTRACT SCHEDULES**

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

This tender is covered by the Agreement on Government Procurement of World Trade Organization.

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

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

Dated this 10th day of June 2022:

( CHEUNG Pak-yin, Calvin )  
Government Representative  
Agriculture, Fisheries and Conservation Department

PART 4 — OFFER TO BE BOUND

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

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

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

Name and title of the authorised signatory (where applicable) : \_\_\_\_\_

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

PART 5  
MEMORANDUM OF ACCEPTANCE

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signed by the said \_\_\_\_\_ in the presence of: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **Reminders for Tenderers**

Tenderers shall go through the entire Tender Document and submit all the required documents together with their Tenders in accordance with the tender requirements before the Tender Closing Time. The Government does not guarantee that all required items of this Tender are included in the checklist.

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

#### **1. Documents to be inserted in the “Price Proposal” Envelope**

- ☐ **Part 1 Appendix C - Price Proposal \*\*\***

#### **2. Documents to be inserted in the “Technical Proposal” Envelope**

- ☐ **Part 1 Appendix A - Tenderer's Information**
- ☐ **Part 1 Appendix B - Supporting Documents to be Submitted by the Tenderer**
  - ☐ Copy of a valid Business Registration Certificate
  - ☐ Copy of the current Memorandum and Articles of Association, the Certificate of Incorporation and any other corporate documents evidencing business status (where applicable)
  - ☐ Copy of documentary evidence of relevant experience
  - ☐ Copy of certificate of insurance
  - ☐ Copy of certificate of compliance and / or test report for biodegradable plastic litter bags
- ☐ **Part 1 Appendix D - Wage Proposal for Cleaners and Cleansing Supervisors**
- ☐ **Part 1 Appendix E - Management Plan, Work Plan, Contingency Plan and Innovative Suggestions \*\*\***
- ☐ **Part 1 Appendix F - Proposed maximum working hours of Cleaners**
- ☐ **Part 1 Appendix I - Tenderer's Business Experience in Provision of Cleansing and Gardening Services**
- ☐ **Part 1 Appendix J - Non-collusive Tendering Certificate**
- ☐ **Part 1 Appendix K - Statement of Convictions**
- ☐ **Part 1 Appendix L - Method of providing the Contract Deposit**
- ☐ **Part 4 Offer to be Bound duly completed and signed \*\*\***
- ☐ **Submission in Triplicate**
- ☐ **All submissions should be enclosed in a sealed plain envelope and marked as follow:  
“Tender for Provision of Cleansing Services for Tai Lung Experimental Station (TLES).  
(Tender Reference: AFCD/PPS/1/22)”**

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

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

## Table of Content

LODGING OF TENDER

PART 4 – OFFER TO BE BOUND

PART 5 – MEMORANDUM OF ACCEPTANCE

INTERPRETATION ..... 1

PART 1 – TERMS OF TENDER ..... 6

Appendix A Information Schedule 37

Appendix B Supporting Documents to be submitted by the Tenderer 42

Appendix C Price Proposal 43

Appendix D Wage Proposal for Cleaners and Cleansing Supervisors 44

Appendix E Management Plan, Work Plan, Contingency Plan and Innovative Suggestions 45

Appendix F Proposed maximum working hours of Cleaners 49

Appendix G Registration Form for Attending Tender Briefing Session 50

Appendix H Marking Scheme for Tender Evaluation 51

Appendix I Tenderer's Business Experience in Provision of Cleansing & Gardening Services 60

Appendix J Non-collusive Tendering Certificate 61

Appendix K Statement of Conviction 64

Appendix L Method of providing the Contract Deposit and Form of Banker's Guarantee 66

PART 2 – CONDITIONS OF CONTRACT ..... 72

Annex A Sample of Accountant's Certificate for Payment Application 107

PART 3 – CONTRACT SCHEDULES ..... 109

Contract Schedule 1 Definition 110

Contract Schedule 2 Service Requirements 111

Contract Schedule 3 Facilities at Tai Lung Experimental Station and Sketch Maps 118

Contract Schedule 4 Price Schedule 125

Contract Schedule 5 Staffing Schedule and Monthly Wage for Cleaners 126

Contract Schedule 6 Code of Conduct for the Contractor's Employees 127

Contract Schedule 7 Management Plan, Work Plan, Contingency Plan and Innovative Suggestions 129

Contract Schedule 8 Green Guidelines for Cleansing Services 130



## INTERPRETATION

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

“AFCD”	means the Agriculture, Fisheries and Conservation Department;
“Cleaners”	means any one or more of the cleaners deployed by the Contractor for performing the general cleansing and related tasks under Contract Schedule 2 in the provision of the Services;
“Cleansing Supervisor”	means one of the Cleaners appointed by the Contractor as the Cleansing Supervisor for performing the supervisory duties under Contract Schedule 2 in the provision of the Services;
“Commencement Date”	means 1 November 2022, or such other date as may be specified in writing / in the Letter of Conditional Acceptance by the Government Representative;
“Contract”	means the contract made between the Contractor and the Government for the provision of the Services on the terms set out in the Tender Documents and, where applicable, in the documents submitted by the Contractor to the Government as part of its tender, and accepted by the Government;
“Contract Area”	means Tai Lung Experimental Station (TLES) as delineated in the maps of Contract Schedule 3;
“Contract Deposit”	means the deposit as more particularly described in Clause 11 of the Terms of Tender and Clause 19 of the Conditions of Contract;
“Contract Manager”	means the individual appointed by the Contractor as Contract Manager pursuant to Part 2 of Contract Schedule 2 whose responsibilities are particularly stipulated in Part 2 thereof;
“Contract Period”	means the period during which the Contract shall subsist and as specified in Clause 1(a) of the Conditions of Contract including any extension as notified by the Government pursuant to Clause 1 (b) of the Conditions of the Contract;
“Contract Schedule”	means the contract schedules in Part 3 of the Tender Documents;
“Contractor”	means the Tenderer whose tender has been accepted by the Government;
“Contractor’s Employees” or “Employees”	means the persons deployed by the Contract to perform the Services, including the individuals who perform the duties of a Contract Manager, Cleansing Supervisor, and Cleaners;
“Demerit Point” or “Demerit Points”	means the demerit point as described in Clause 3(b)(viii) of the Terms of Tender and Clause 13 of the Conditions of the Contract;

“Epidemic Outbreak Period”	the period when an infectious disease spreads rapidly to many people and cause a sudden rise in the number of cases;
“Essential Requirement”	means a requirement specified in the Tender Documents which is identified as an essential requirement or a requirement in relation to which it is stated in the Tender Documents that the non-compliance by a Tender or a Tenderer as at the Tender Closing Time will lead to that Tender or Tenderer not being considered further (or the Tender or Tenderer being disqualified);
“Facilities”	means all the facilities in the Contract Area as specified in Contract Schedule 3;
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Good Industry Practice”	means the standards, practices, methods and procedures conforming to all laws and regulations, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People's Republic of China;
“Government Property”	means the tools, equipment, furniture and all other materials owned by the Government;
“Government Representative”	means the Director of Agriculture, Fisheries and Conservation of the Government or any officer from time to time authorised to act on his behalf for the purposes of the Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong dollars”	means the lawful currency of Hong Kong;
“Integrated Vocational Rehabilitation Services Centers”	a centre to provide persons with disabilities with one-stop integrated and seamless vocational rehabilitation services specially designed to accommodate the limitations arising from their disabilities, in which they can be provided with work training, develop their social and economic potential, achieve upward mobility in vocational rehabilitation and be prepared for potential advancement to open employment;
“Invitation to Tender”	means this invitation to tender for the provision of

the Services to the Government on the terms and conditions set out in the Tender Documents;

- “Letter of Conditional Acceptance” means the letter of conditional acceptance referred to in Clause 9(c) of the Terms of Tender;
- “Monthly Fee” means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 17 of the Conditions of Contract subject to and after any deductions in respect of that month;
- “Monthly Rate” means the monthly rate for calculating remuneration for the Services as set out in Contract Schedule 4 chargeable by the Contractor to the Government for the provision of the Services before deductions;
- “Notice of Default” means a notice issued under Clause 8 of the Conditions of Contract;
- “Non-collusive Tendering Certificate” means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender under Clause 7 of the Terms of Tender;
- “Parties” (in upper or lower case) means the Government and the Contractor; and  
“Party” (in upper or lower case) means any one of them;
- “Services” means the provision of cleansing services at the Contract Area and includes all other obligations, tasks and duties ancillary or incidental thereto in accordance with Contract Schedule 2 – “Service Requirements” and subject to all the terms and conditions of the Contract;
- “Specified Tender Box” means the tender box specified in the “Lodging of Tender” section of the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
- “Shelter Workshops” means a place provide persons with disabilities who are not able to enter into open employment with appropriate vocational training in a specially designed environment;
- “Standard Employment Contracts” means the written employment contracts to be entered into between the Contractor and the Cleaners, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks:  
[https://www.afcd.gov.hk/tc\\_chi/tender/tender\\_rel/files/Standard\\_Employment\\_Contract\\_Chi\\_Rev2019.10.11.pdf](https://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2019.10.11.pdf) for Chinese version or  
[https://www.afcd.gov.hk/english/tender/tender\\_rel/files/Standard\\_Employment\\_Contract\\_Eng\\_Rev2019.10.11.pdf](https://www.afcd.gov.hk/english/tender/tender_rel/files/Standard_Employment_Contract_Eng_Rev2019.10.11.pdf) for English version;

“Statutory Minimum Wage” or “SMW”	means the hourly wage rate as specified in Schedule 3 to the Minimum Wage Ordinance (Cap. 608);
“Statutory Minimum Wage (SMW) plus rest day pay rate”	has the meaning given to in the Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts, which may be downloaded at the hyperlink provided in Clause 4 of the Conditions of Contract;
“Supported Employment Services”	provide support for persons with disabilities in employment and to allow them to work in an integrated open setting with necessary support service;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Closing Date”	means the latest date by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 6(e) of the Terms of Tender;
“Tender Document”	means the documents as specified in Clause 1 of the Terms of Tender and any addendum issued under Clause 29 of the Terms of Tender;
“Tender Form”	means the Tender Form G.F. 231 issued for the Invitation to Tender;
“Tender Validity Period”	means the period of time mentioned in Clause 13 of the Terms of Tender during which a tender is to remain open;
“Tenderer”	means a company who has submitted a tender in response to this invitation of tender;
“Terms of Tender”	means the Terms of Tender set out in Part 1 of is Tender Document;
“working day”	means Monday to Friday, other than a public holiday, or a day on which 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 time during the normal business hours;
“Working Hours”	means, in relation to Cleaners, the period in each day from 0800 to 1700 which includes one hour meal break mentioned in Part 3 of Contract Schedule 2; and
“WTO GPA”	means the Agreement on Government Procurement of the World Trade Organization.

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; reference to any person shall include references to individual, firm, public body, body corporate or unincorporated (whenever established or incorporated).

3. Section, part or clause headings to any provision, schedule, annex, appendix and other attachments of this Tender Document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Document.
4. Where in any part of the Tender Document reference is made to a part, clause, sub-clause, schedule, annex, appendix or attachment by number or letter, such reference, unless expressly stipulated otherwise, shall be construed as a reference to the clause, sub-clause, schedule, annex, appendix or attachment of that number or letter contained in that part of the Tender Document.
5. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
6. Reference to time and dates in the Tender Document shall be construed as Hong Kong time and dates.
7. Reference to a day refers to a calendar day; reference to a month or a monthly period refers to a calendar month.
8. The expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Cap. 1). The expression “officer” has the meaning given to it in the Companies Ordinance (Cap. 622).
9. Any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor.
10. Words importing the whole shall be treated as including a reference to any part of the whole.
11. The expressions “include” and “including” shall be construed without limitation to the words following.
12. 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.
13. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
14. Where a word or expression is defined in the Tender Document, the meaning of such word or expression extend to its grammatical variations and cognate expressions as used in the Tender Document; and any reference to and the definition of any document shall be deemed to be a reference to such document (including any schedules and/or appendices thereto) as from time to time amended, supplemented, modified, novated or replaced (in whole or in part), but disregarding any amendment, supplement, variation or replacement taking place in breach of the terms of such document.
15. Any word or expression to which a specific meaning has been attached in any part of any of the Tender Document shall bear such meaning whenever it may appear in the same or other parts of the Tender Document.
16. Unless otherwise provided, all payments should be made in Hong Kong currency.

## PART 1 TERMS OF TENDER

Content	Sheet
1. Tender Documents.....	8
2. Invitation to Tender.....	8
3. Essential Requirements.....	9
4. Wages of workers.....	12
5. Tender Preparation .....	14
6. Submission of Tender .....	16
7. Warranty against Collusion.....	19
8. Tender Assessment .....	20
9. Basis of Acceptance and Award of Contract.....	20
10. Prices Tendered .....	22
11. Contract Deposit.....	23
12. Tenderer's Response to the Government's Enquiries.....	24
13. Tender to Remain Open.....	24
14. Offer to be Bound .....	24
15. Documents of Unsuccessful Tenderers .....	25
16. Complaints about Tendering Process or Contract Award .....	25
17. Undisclosed Agency .....	25
18. Personal Data Provided.....	26
19. Warning against Bribery .....	26
20. New Information Relevant to Qualified Status.....	27
21. Consent to Disclosure .....	27
22. Contractor's Performance Monitoring.....	28
23. Cancellation and Costs of Tender .....	28
24. Environmental Friendly Measures .....	29
25. Tenderer's Enquiries.....	29
26. Tenderer's Commitment.....	30
27. Tender Briefing Session .....	30
28. Amendments to Tender.....	30
29. The Attachments.....	31
30. Negotiation .....	31
31. Communication with the Government .....	32

<b>32. Government Discretion .....</b>	<b>32</b>
<b>33. Counterproposal .....</b>	<b>36</b>
<b>34. Exclusion .....</b>	<b>36</b>
<b>Appendix A Information Schedule .....</b>	<b>37</b>
<b>Appendix B Supporting Documents to be Submitted by the Tenderer .....</b>	<b>42</b>
<b>Appendix C Price Proposal .....</b>	<b>43</b>
<b>Appendix D Wage Proposal for Cleaners and Cleansing Supervisors .....</b>	<b>44</b>
<b>Appendix E Management Plan, Work Plan, Contingency Plan and Innovative Suggestions .....</b>	<b>45</b>
<b>Appendix F Proposed maximum working hours of Cleaners .....</b>	<b>49</b>
<b>Appendix G Registration Form for Attending Tender Briefing Session .....</b>	<b>50</b>
<b>Appendix H Marking Scheme for Tender Evaluation .....</b>	<b>51</b>
<b>Appendix I Tenderer's Business experience in Provision of Cleansing &amp; Gardening Services .....</b>	<b>60</b>
<b>Appendix J Non-Collusive Tendering Certificate .....</b>	<b>61</b>
<b>Appendix K Statement of Convictions .....</b>	<b>64</b>
<b>Appendix L Method of providing the Contract Deposit and Form of Banker's Guarantee ..</b>	<b>66</b>

**Provision of Cleansing Services to Tai Lung Experimental Station (TLES)****PART 1  
TERMS OF TENDER**

**NOTE: THIS TENDER IS COVERED BY THE AGREEMENT ON GOVERNMENT PROCUREMENT OF THE WORLD TRADE ORGANIZATION.**

**1. Tender Documents**

- (a) The Tender Documents, identified as Tender Ref. AFCD/PPS/1/22, comprise of the following documents: -
- (i) Lodging of Tender;
  - (ii) Interpretation;
  - (iii) PART 1 – Terms of Tender with Appendices A to L;
  - (iv) PART 2 – Conditions of Contract with Annex A;
  - (v) PART 3 –Contract Schedules 1 to 8;
  - (vi) PART 4 – Offer to be Bound; and
  - (vii) PART 5 – Memorandum of Acceptance.
- (b) The definitions and rules of interpretation as provided for in Sheets 1 to 5 shall apply to the whole set of the Tender Documents and the Contract unless the context provides otherwise.

**2. Invitation to Tender**

- (a) Tenders are invited for the provision of the Services to the Government at the Contract Area on such terms and conditions as set out in the Terms of Tender, the Conditions of Contract and the Contract Schedules.
- (b) Each Tenderer should read the Tender Documents carefully prior to submitting a Tender and ensure that it understands all requirements of the Tender Documents.
- (c) Each Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- (d) Each Tenderer should check the numbers of pages of the Tender Documents. If it



finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.

- (e) Each Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Documents (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of a Tenderer to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.
- (f) No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Documents (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Documents (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation, exemption from compliance or observance, or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any obligation or liability under the Contract as a consequence of any misinterpretation by it of any provision in the Tender Documents or the Contract.

### **3. Essential Requirements**

All tenders will be checked against the essential requirements. Tenders that fail to meet any of the essential requirements set out in this Clause will not be considered further or evaluated: -

- (a) **No Subcontracting of Services**  
No proposal for sub-contracting of all or any parts of the Contract shall be made. A Tender containing a sub-contracting proposal will not be considered further and will be disqualified.
- (b) **Past Convictions**
  - (i) A Tenderer who is convicted of any offence under the relevant sections of the following Ordinances (such offences collectively referred to as “Relevant Offences”) is subject to the Debarment Period of a maximum of 5 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 sub-clauses (iv) and (v) below and may be reviewed under the Review Mechanism in sub-clause (vi) below. The Relevant Offences are as follows:

- (1) any offences under the Employment Ordinance (Cap. 57) or the Employees' Compensation Ordinance (Cap. 282), convictions in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221); or
- (2) Section 17I(1) or 38A(4) of the Immigration Ordinance (Cap. 115);
- (3) Section 89 of the Criminal Procedure Ordinance (Cap. 221) and Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to breach his condition of stay); or
- (4) Section 38A(4) of the Immigration Ordinance (Cap. 115); and
- (5) Sections 7, 7A, 43B(3A), 43BA(5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
- (6) any offence under the Occupational Safety and Health Ordinance (Cap. 509) and Factories and Industrial Undertakings Ordinance (Cap. 59), convictions 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.

- (ii) For the purpose of debarment, a conviction of any of the Relevant Offences will count irrespective of whether it is obtained under a government or private contract and irrespective of the type of services offered under that contract. For the avoidance of doubt, a conviction will still be counted even if it is not obtained under any service contract. Convictions will be counted by the number of summonses convicted.
- (iii) For the avoidance of doubt,
  - (1) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before such evaluation is conducted; and
  - (2) if the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred for tendering for any Non-skilled Worker Contract.
- (iv) 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

(5) years from the date of conviction, irrespective of whether a fine is also imposed.

- (v) 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

- (vi) 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 in accordance with sub-clauses (iv) and (v) above in regard to that subsequent conviction.

- (vii) The Tenderer shall submit as part of the Tender in Appendix K 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 shall be submitted in respect of:

- (1) the Tenderer itself;
- (2) each of its shareholders; and
- (3) where applicable, its sub-contractor.

The Statement of Convictions shall be certified by a director of the Tenderer or a person duly authorised by the Tenderer to sign the Tender on behalf of the Tenderer.

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

- (ix) Notwithstanding Clause 3(a)(i) above, in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:
- (1) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
  - (2) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).
- (c) Demerit Points
- (i) If a Tenderer has accumulated three (3) Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five (5) years from the date on which the third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.
  - (ii) 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.

#### **4. Wages of workers**

- (a) (i) Subject to sub-clause (b) below, it is an essential contractual requirement of the Contract that the proposed monthly wage for each Cleaner (including Cleansing Supervisor) must not be less than the “SMW plus rest day pay rate” on the basis of thirty-one (31) days (twenty-three (23) maximum number of normal working days plus eight (8) paid rest days) per month and eight (8) normal hours of work per day (hereinafter referred to as the “**SMW plus paid rest days**”).
- (ii) For the avoidance of doubt, if the working days or working hours of a Cleaner or a Cleansing Supervisor deviate from the time basis specified in Clause 4(a) above, the SMW plus paid rest days of such Cleaner or Cleansing Supervisor shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract.
- (b) Non-government organizations which provide rehabilitation services such as Shelter Workshops, Supported Employment Services, Integrated Vocational Rehabilitation

Services Centers who intends to deploy Cleaners that are PWD may apply exemption from the wage requirements by submitting necessary information and supporting documents for consideration.

- (c) The monthly wage payable by the Contractor to each Cleaner (including the Cleansing Supervisor) must not be less than the higher of (i) the corresponding proposed monthly wage quoted by the Contractor in Appendix D; and (ii) the “**SMW plus rest day pay rate**” (Note A).
- (d) If the monthly wage for the Cleaners or Cleansing Supervisor proposed in Appendix D to the Terms of Tender is less than the monthly wage rate mentioned in Clause 4(a) above, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than **the SMW plus paid rest days** for the purpose of tender evaluation.
- (e) The Government Representative may at any time before the tender exercise is completed request the Tenderer to confirm its abidance by **the SMW plus paid rest days**. Should the Tenderer refuse to or otherwise fail to confirm such abidance, its tender will not be considered further.
- (f) If the Tenderer proposes in Appendix D to the Terms of Tender a monthly wage higher than **the SMW plus paid rest days**, that higher monthly wage will become binding on the Tenderer should the Tenderer be awarded the Contract.

**Explanatory notes for the “SMW plus rest day pay rate”**

Note A:

- (i) The “SMW plus rest day pay rate” on the basis of 31 days (23 working days plus 8 paid rest days) per month, 8 normal hours of work per day and current minimum hourly wage rate (<HK\$37.5>) is <HK\$9,300> per month.
- (ii) The SMW may be adjusted from time to time. Under no circumstances will the Government accept any request for price adjustment on such grounds. A Tenderer should take into consideration the adjustment of SMW and its impact on the monthly wage and price quotation. The Government will not provide any “top-up” arrangement in case of any adjustment of SMW.

- (iii) The “SMW plus rest day pay rate” on the basis of work patterns other than that in Note A(i) or A(ii) above should be derived with reference to Example 1 on “Determining the monthly wages” in the “Guidance Notes on Signing of Standard Employment Contract for Employees of Contractors of Government Service Contracts” at the end of the Standard Employment Contract.

## **5. Tender Preparation**

- (a) Tenders and accompanying documents must be completed in English or Chinese and in ink or typescript, duly signed and stamped with company chop as appropriate and submitted in a sealed envelope clearly marked “Tender for Provision of Cleansing Services to Tai Lung Experimental Station (TLES) (Tender Reference: AFCD/PPS/1/22)”.
- (b) The Tenderer must submit all of the following in its Tender before the Tender Closing Time, otherwise its Tender will not be considered further:
  - (i) a duly signed Part 4 “Offer to be Bound” of the Tender Form in English or Chinese containing an original signature by or on behalf of the Tenderer. Other than printing from a softcopy of the Tender Form obtained from the Government or photocopying of the Tender Form, other means of reproduction by the Tenderer (e.g. by retyping) of the Tender Form for Tender submission is not acceptable; or
  - (ii) the Unit Price quotations for all Items in the Price Proposal; and
  - (iii) such other items and documents as specified in the Terms of Tender whereby it is provided that failure to submit any of them before the Tender Closing Time will immediately lead to the Tender not being considered further.
- (c) When completing the Tender Form, Tenderers shall ensure that:
  - (i) the name of the Tenderer must be the same as the name shown on the current business registration certificate of the Tenderer issued under the Business Registration Ordinance (Cap. 310) if the Tenderer is a sole proprietorship or partnership or the Certificate of Incorporation when the Tenderer is a company incorporated under the Companies Ordinance (Cap. 622) or the Certificate of

Change of Name (if any) or other similar ordinance elsewhere; and

- (ii) all the forms are duly signed by the Tenderer (in the case of a sole proprietorship) or a partner of the Tenderer (in the case of a partnership) or the Tenderer's authorized person or persons for and on behalf of the Tenderer (in the case of an incorporated company).
- (d) Tenderers should incorporate the following information in the Management Plan, Work Plan, Contingency Plan and Innovative Suggestions (as set out in Appendix E hereto) with the specified page limit:
- (i) Management Plan
    - an organisation chart showing the line of command and division of labour of the proposed workforce;
    - details of the professional qualifications and experience of the key personnel including Contract Manager, Executive Officer, etc. proposed by the Tenderer for the Contract;
    - details of the mechanism setting out the monitoring and appraisal system on daily supervision of the workers for ensuring delivery of quality service, dealing with unsatisfactory standard of performance/conduct/discipline of the workers and preventing recurrence of sub-standard services; and
    - details of the training programmes provided to staff for the performance of the Contract.
  - (ii) Work Plan
    - a staff deployment plan setting out the distribution and responsibilities of all the staff members of the proposed workforce in meeting the performance requirements of the Contract;
    - daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the cleansing services;
    - daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the pest control services;
    - safety measures adopted for the performance of the Contract including cleaning of external walls, operation for working at height;
    - details of the arrangement of leave relief to cover staff on leave including the minimum qualification and experience requirement for the leave relief staff; and
    - details of the arrangement during transition-in and transition-out periods including implementation plan and timeline in arrangement of taking

over/handing over of duties at pre-commencement and upon expiry of the Contract.

(iii) Contingency Plan

- details of the operational strategy during contingency or emergency situations including availability of additional resources, provision of emergency contact numbers/hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice;
- a risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively including the response time to each emergency situation for handling emergency situations; and
- details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

(iv) Innovative Suggestions

- the proposed innovative suggestions are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general.
- Innovative suggestions may cover, but not limited to, the following items –  
Adoption of technology to enhance service delivery in cleaning services e.g. automatic cleaning equipment, hygiene sensing devices.

(e) The submitted management plan, work plan, contingency plan and innovative suggestions (as set out in Appendix E hereto) if accepted by the Government will form part of the tender and may be subject to such modification as may requested by the Government. Tenderers may also include other materials or suggestions as appropriate to facilitate consideration of its offer by the Government.

(f) Tenderers should tick the reminder attached at the front of this tender documents and ensure all the necessary documents are completed and submitted.

**6. Submission of Tender**

- (a) The Tender (including the Tender Form) shall be completed in ink or typescript and shall be submitted in triplicate in accordance with the “Lodging of Tender” section of the Tender Form.
- (b) 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:

- (i) 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;
  - (ii) 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
  - (iii) 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.
- (c) **A two-envelope system** will be adopted for this invitation to tender. Tenderers shall submit the following in two envelopes clearly labeled “Price Proposal” and “Technical Proposal” on the outside-
- (i) Documents relating to the price information (i.e. the original and two copies of “Appendix C – Price Proposal”, fully completed, signed with company chop as the case may be, and dated) must be enclosed in a sealed envelope clearly marked “Price Proposal” and “Tender for the Provision of Cleansing Services for Tai Lung Experimental Station (TLES) (Tender Ref.: AFCD/PPS/1/22)”; and
  - (ii) Documents relating to the technical information (i.e. the original and two copies of all other remaining information, forms, schedules and documents required by this invitation to tender but without any indication on the Rates for Provision of Services) must be enclosed in another sealed envelope clearly marked “Technical Proposal” and “Tender for the Provision of Cleansing Services for Tai Lung Experimental Station (TLES) (Tender Ref.: AFCD/PPS/1/22)”.
  - (iii) The proposal comprising both “Price Proposal” and “Technical Proposal” must be enclosed in a sealed envelope addressed to the person specified in the “Lodging of Tender” section of the Tender Form and clearly marked “Tender for the Provision of Cleansing Services for Tai Lung Experimental Station (TLES) (Tender Ref.: AFCD/PPS/1/22)” and deposited to the Specified Tender Box before the Tender

Closing Date.

**(iv)Tenders submitted in a form or manner other than that described above may not be considered further.**

- (d) A tender to be submitted in response to this invitation to tender shall be submitted in **TRIPLICATE (i.e. one set of original and two sets of copies)** with all necessary information including documentary evidence necessary for tender evaluation and addressed to the Chairman, Tender Opening Committee, and be deposited in the Government Logistics Department Tender Box situated at the lift lobby on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before the Tender Closing Date. The envelopes must not bear any indication which may relate them to a particular Tenderer. **Late tenders WILL NOT BE CONSIDERED.**
- (e) A Tender must be deposited in the Specified Tender Box before the Tender Closing Time. A Tender deposited in the Specified Tender Box at or after the Tender Closing Time, or a Tender not deposited in the Specified Tender Box, will not be considered.
- (f) If a tropical cyclone signal No.8 or above is in effect or a black rainstorm warning signal or “extreme conditions after super typhoons” announced by the Government is/are in force or for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Tender Closing Date, the closing time of this tender will be extended to 12:00 noon (Hong Kong time) on the next working day (excluding Saturday) after the tropical cyclone signal No.8 or above or the black rainstorm warning signal or “extreme conditions after super typhoons” is cancelled or lowered.
- (g) In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 12:00 noon on the Tender Closing Date, the Government will announce extension of the Tender Closing Time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

- (h) No modification to the terms set out in the Tender Document may be submitted or proposed by a Tenderer. Any modifications proposed or submitted by a Tenderer in contravention of this requirement will be ignored and will not be treated as part of its tender. Any appendices/annexes to the Terms of Tender and Contract Schedules issued with this invitation to tender must not be altered by the Tenderer.
- (i) Figures submitted by the Tenderer should not be altered or erased. Any alteration to the figures in a Tenderer's proposal should be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the Tenderer in ink.
- (j) Each Tenderer may only submit **ONE** tender.
- (k) The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender submission submitted and/or deposited by Tenderers in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning Tender submission as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

## **7. Warranty against Collusion**

- (a) The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in Clause 3 of the Non-collusive Tendering Certificate referred to in Clause 7(b) below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

- (b) The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Appendix J) as part of its Tender.
- (c) In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Clause 7(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 7(b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
  - (i) reject the Tenderer's Tender;
  - (ii) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
  - (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 20 of the General Conditions of Contract.
- (d) By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Clause 7(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 7(b) above.
- (e) A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 7(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 7(b) above may prejudice its future standing as a Government contractor or service provider.
- (f) The rights of the Government under Clause 7(c) to 7(e) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

## **8. Tender Assessment**

- (a) Without prejudice to other rights and powers of the Government not to consider a tender under any applicable provisions in the Tender Document, all tenders will be assessed and evaluated in the manner as stipulated in Appendix H

## **9. Basis of Acceptance and Award of Contract**

- (a) Tenders will be considered on an **overall** basis and only one single Tenderer will be awarded the Contract. A tender must cover both items 1 and 2 of Services as set out in Appendix C. **A Tender with only partial offers will not be considered further.**
- (b) Subject to other provisions of the Tender Documents and unless the Government decides that it is in the public interest not to do so, the Government will normally award the Contract to the Tenderer which the Government has determined to be

capable of fulfilling the terms of the Contract and whose Tender:

- (1) has passed the completeness check;
  - (2) conforms with all the essential requirements stipulated in the Tender Documents;  
and
  - (3) has attained the highest combined technical and price score amongst all the conforming Tenders.
- (c) The Government is not bound to accept the tender with the highest combined technical and price score or any Tender at all. The Government reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.
- (d) 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.
- (e) 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 Conditional Acceptance due to conviction of any of the Relevant Offences as stipulated in Clause 3(b) of Terms of Tender or accumulation of three or more Demerit Points as stipulated in Clause 3(c) of the Terms of Tender. The Government will issue to the successful Tenderer either by post or by facsimile transmission a letter notifying conditional acceptance of offer ("Letter of Conditional Acceptance") subject to the following conditions precedent:
- (i) delivery of the Contract Deposit to the Government pursuant to Clause 11 hereof;
  - (ii) the selected Tenderer, where applicable the shareholder(s), not having been debarred from tendering for this Contract as at the date of the Letter of Conditional Acceptance due to:
    - (1) conviction of any of the Relevant Offences for the period as defined in Clause 3(b)(i) above; or
    - (2) accumulation of an aggregate of 3 or more Demerit Points from 1 or more Government bureau/departments as mentioned in Clause 3(c) above;
  - (iii) The Government having completed its check to confirm that the Tenderer is not so debarred under sub-clause (ii) above; and
  - (iv) other conditions as the Government may specify therein.
- (f) Upon and subject to the successful Tenderer having duly complied with Clause 9(e) hereof, the Government will issue the Memorandum 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 of Conditional Acceptance.
- (g) If the conditions precedent set out in Clause 9(e) above are not satisfied, the Government will be at liberty to award the Contract to another Tenderer, conduct 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.

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

#### 10. Prices Tendered

- (a) Tenderers should ensure that the prices quoted in its tenders are accurate and complete before submitting its tender. The Tenderer shall be bound by all prices and other proposals offered in its Tender if the Tender is accepted by the Government. Under no circumstances shall the Government be obliged to accept any request price adjustment on grounds that a mistake has been made in the price quoted. In the event of any apparent arithmetical or typo mistake or inconsistency in a Tender, pursuant to Clause 12 of the Terms of Tender, the Government may, but is not obliged to, ask the Tenderer to clarify, or to confirm another figure to replace the original figure. Where the Tenderer's clarification is not provided or not satisfactory, or the Tenderer refuses to confirm such other figure, or where the Government does not elect to seek clarification or confirmation from the Tenderer, the Government reserves the power to proceed to evaluate the Tender on an as is basis (i.e., in the form as originally submitted prior to the Tender Closing Time) or disqualify the Tenderer on ground that it has provided erratic or inconsistent proposals or quotations for proper evaluation.
- (b) All prices quoted in the Tender shall be in Hong Kong dollars and, if accepted by the Government, shall remain valid and binding throughout the Contract Period. Such prices shall be net and where applicable, shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor. **Tenderer must note that prices quoted shall include all costs and expenses in the provision of gratuity, statutory holiday pay and extra wages to Non-skilled Workers who are required to work under typhoon signal no. 8 or above as stipulated in Clauses 5, 6 and 7 of the Conditions of Contract respectively.** No request for price variation will be considered. Prices quoted in other currencies will render the tender invalid. Under no circumstances will the Government compensate the Contractor for any loss incurred in the fluctuation of the currency in which the prices are quoted.
- (c) If the Government starts implementing municipal solid waste charging during the Contract Period, the additional costs to be incurred by the Contractor in carrying out the Services, namely on the purchase of designated bags/designated labels and amount of gate-fee if applicable, shall be jointly assessed with the Contractor and dealt with through variation of the Contract as necessary.

- (d) Without prejudice to the generality of the Conditions of Contract, the Government may require a Tenderer, who in the opinion of the Government has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that it is capable of carrying out and completing the Contract. A Tenderer's failure to so justify and demonstrate to the Government's satisfaction would entitle the Government to reject the tender.

## **11. Contract Deposit**

- (a) If the Total Estimated Contract Value 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 Letter of Conditional Acceptance, an amount equivalent to two percent (2%) of the Total Estimated Contract Value.
- (b) The successful Tenderer shall pay the Contract Deposit either in cash, cheque, cashier's order or in the form of a banker's guarantee. Each Tenderer should state clearly in Appendix L to the Terms of Tender 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 in cash, cheque or cashier's order.
- (c) If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the proposed guarantor and the form and substance of the banker's guarantee must be subject to the acceptance of the Government. Without prejudice to the generality of the foregoing, the banker's guarantee must comply with the following:
- (i) it must be issued by a bank that holds a valid banking licence issued under the Banking Ordinance (Cap. 155) and acceptable to the Government;
  - (ii) unless otherwise agreed by the Government, it must be on the terms set out at Part II of Appendix L to the Terms of Tender; and
  - (iii) the banker's guarantee shall come into effect on the Commencement Date unless another date is specified in the Letter of Conditional Acceptance.
- (d) The Contract Deposit, whether paid by way of cash, cheque or cashier's order (if any is remaining) or banker's guarantee, shall be returned to the Contractor or released in accordance with Clause 19 of the Conditions of Contract.
- (e) If a Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in Clause 11(a) or 11(b) above, the Government shall be at liberty to terminate the Contract, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.

**12. Tenderer's Response to the Government's Enquiries**

In the event that the Government determines that clarification of any tender is necessary or a document or a piece of information, other than those specified in Clause 5(b) of the Terms of Tender, is missing from any Tender, it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification or submit the required document or further information relating to its tender. Each Tenderer shall thereafter within five (5) working days after the date of the Government's request or within such other period as specified in the request submit the requested clarification, document or further information. Tenders may not be considered further if the clarification or document or information is not provided as required by the aforesaid deadline.

**13. Tender to Remain Open**

- (a) Tenders shall remain valid and open for acceptance by the Government on these terms for not less than one hundred and twenty (120) days after the Tender Closing Date.
- (b) If a Tenderer does not state in its Tender the period for which the tender is to remain valid and open for acceptance, the Tender Validity Period of that tender will be one hundred and twenty (120) days after the Tender Closing Date.
- (c) If a Tenderer offers in its Tender a period that is shorter than one hundred and twenty (120) days, the Government will clarify with the Tenderer concerned, in which case the Tenderer must confirm compliance with Clause 13(a) 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 pursuant to Clause 12). If the Tenderer fails to confirm compliance with Clause 13(a) within the specified deadline or, despite confirming compliance therewith, introduces any change to the tender not in response to any clarification by the Government pursuant to Clause 12, its tender will not be considered further.
- (d) If before expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action and this may prejudice its future standing as a Government contractor.

**14. Offer to be Bound**

- (a) All parts of the Tender Document submitted and offered by the Tenderer shall be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its tender. In the event that a Tenderer discovers an error in its tender after the tender has been deposited, the Tenderer may correct the same in a separate letter before the Tender Closing Date. No request for adjustment or for variation whatsoever will be allowed or entertained after the Tender Closing Date.



- (b) By signing the “Offer to be Bound”, a Tenderer confirms that its offer has been made subject to the terms and conditions contained in the Tender Documents, and any variation or adjustment agreed with the Government and upon being accepted by the Government, be incorporated into and form part of the Contract.

**15. Documents of Unsuccessful Tenderers**

Documents submitted by unsuccessful Tenderers shall be retained for a period of not less than three (3) years after the Contract has been awarded and the agreement signed and may be destroyed thereafter.

**16. Complaints about Tendering Process or Contract Award**

A Review Body on Bid Challenges under the WTO GPA has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA. The relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department. They may also be sent to the interested Tenderers upon request to the Secretariat of the Review Body. In the event that a Tenderer believes that a breach of the WTO GPA has occurred, the Tenderer may, within 10 working days after it knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless, the Tenderer is encouraged to seek resolution of its complaint in consultation with the procuring department before lodging a complaint to the Review Body. In such instances, the procuring department will accord impartial and timely consideration to any such complaint, in a manner that will not be prejudicial to the corrective measures that may be obtained by the Tenderer through the Review Body. The Review Body may receive and consider a late challenge but a challenge will not be considered if it is filed later than 30 working days after the basis of the challenge is known or reasonably should have been known to the Tenderer.

**17. Undisclosed Agency**

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

**18. Personal Data Provided**

- (a) All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender, and the disclosure pursuant to Clause 21 of the Terms of Tender).
- (b) By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in sub-clause (a) above or the disclosure pursuant to Clause 21 of the Terms of Tender.
- (c) An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- (d) Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the procuring department.

**19. Warning against Bribery**

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

against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

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

Tenderers should inform the Government in writing immediately of any factor which might affect their qualified status as an enlisted supplier with the Government, or as a qualified supplier for a particular service. The Government reserves the right to review their qualified status and not to consider a Tenderer's Tender further in light of any new information relevant to their qualification.

## **21. Consent to Disclosure**

- (a) (i) The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer, particulars of the Services provided or to be provided by the successful Tenderer, the date of the award of the Contract, the engagement by the Government of the successful Tenderer under the Contract and the name and address of the successful Tenderer and the Total Estimated Contract Value and any other fees, cost and expense payable to the successful Tenderer pursuant to the Contract, the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
- (ii) the disclosure of any information already known to the recipient;
- (iii) the disclosure of any information which is public knowledge (including because of any disclosure under Clause 21(a)(i) above);
- (iv) the disclosure of any information in circumstances where such disclosure is required pursuant to any laws of Hong Kong, a request made by the Review Body mentioned in Clause 16 of the Terms of Tender, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or
- (v) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant);
- or

- (vi) without prejudice to the power of the Government under Clause 21(a) above, to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.
- (b) Nothing in this Clause 21 will prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Tenderer (successful or unsuccessful) or its tender (whether or not specified in Clause 21(a) above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):

## **22. Contractor's Performance Monitoring**

Tenderer may submit in future. Contractors found to be in breach of their statutory or contractual obligations may be disqualified from participation in future tenders, depending upon the seriousness and/or number of breaches and its relevancy to the Tender submitted. A tender may be rejected if by the Tender Closing Date, the Tenderer is under suspension from tendering for government tenders.

## **23. Cancellation and Costs of Tender**

- (a) Without prejudice to the Government's right to cancel this Invitation to Tender at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Government is not bound to accept any conforming Tender and reserves the right to cancel this Invitation to Tender.
- (b) A Tenderer must submit its tender at its own cost and expense. The Government will not under any circumstances be liable to the Tenderers for any costs and expenses whatsoever incurred by the Tenderer in connection with preparation and submission of its tender and the doing of all acts required for the purpose of this Invitation to Tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the Government, (b) site visits or surveys made by the Tenderer, and (c) presenting the Tenderer's reference sites and equipment to the Government Representative during the site visits, whether before, on

or after the Tender Closing Date.

#### **24. Environmental Friendly Measures**

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

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

#### **25. Tenderer's Enquiries**

- (a) Before the Tender Closing Date, any enquiries concerning the submission of tender procedures and technical issues such as Service Requirements, Schedules, tender briefing, etc., please contact Mr. CM KWOK at telephone no. (852) 2668 0295 or Mr. Calvin PY CHEUNG at telephone no. (852) 2679 4253. The Government officers may also at any time request any Tenderer to make enquiries in writing.
- (b) Tenderers shall note that after the Tender Closing Date and before the award of the Contract, they shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Document or their submitted tenders. Any Tenderer who fails to observe this requirement may render its tender being disqualified. The Government reserves the sole right to initiate any contact with Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- (c) Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by any Government officer in response to any

enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Tenderer or potential Tenderer to rely on such statement. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in these Terms of Tender or the Conditions of Contract.

## **26. Tenderer's Commitment**

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

## **27. Tender Briefing Session**

In order to have a clear understanding of the Contract and the Services before submitting offers, all Tenderers who wish to submit a bid in this Tender are strongly recommended to deploy staff at supervisory level to attend a Tender Briefing on **23 June 2022 (Thursday)** at 10:00 am at Tai Lung Experimental Station. Tenderers who would like to attend the briefing session should complete the reply slip attached at **Appendix G** to the Terms of Tender and send back to the Senior Field Officer/Plant Protection (SFO/PP) to register (either via email: [chun\\_man\\_kwok@afcd.gov.hk](mailto:chun_man_kwok@afcd.gov.hk) and [calvin\\_py\\_cheung@afcd.gov.hk](mailto:calvin_py_cheung@afcd.gov.hk), or fax (852) 2679 5443) on or **before 20 June 2022**. Each Tenderer may nominate not more than two representatives to attend the tender briefing session.

## **28. Amendments to Tender**

Should the Government require any amendments, clarifications or adjustments to be made to the Tender Documents for the purpose of this tendering exercise, the

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

## **29. The Attachments**

- (a) Tenderers should study all attachments to the Tender Documents (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting their tenders. Tenderers should note that all information and statistics provided by the Government in connection with this tender are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness, usefulness or future changes of such statistics and information. Tenderers should conduct their own independent assessment of the statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.
  
- (b) Any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in the Terms of Tender, Conditions of Contract, Service Specifications or the Schedules (including all annexes and appendices).

## **30. Negotiation**

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

**31. Communication with the Government**

- (a) Without prejudice to the requirements set out in Clause 9 of the Terms of Tender concerning notification of acceptance of Tender, all communications given or made by the Government or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other Party in the manner provided in Clause 29 of the General Conditions of Contract at the address, facsimile number or email address specified in the Appendix A, save that in the case of lodging any enquiries under Clause 25 of the Terms of Tender, the Tenderer shall lodge such enquiries by facsimile or by email only. The Tenderer shall complete its postal address, facsimile number and email address in the Appendix A to the Terms of Tender and should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.
- (b) All communications in relation to the Invitation to Tender shall be conducted directly between the Government and the Tenderer unless the Government elects to contact any proposed sub-contractor or customer or client of the Tenderer directly.

**32. Government Discretion**

- (a) Notwithstanding anything to the contrary in this Tender Documents, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:
  - (i) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer or a related person of the Tenderer;
  - (ii) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
  - (iii) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that anything(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringes any Intellectual Property Rights or any other rights of any person ("IPR infringement") (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award); or (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Tenderer or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at



- any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award;
- (iv) any time during the twenty-four (24) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer or a related person of the Tenderer (as defined in Paragraphs 32(a)(vi) and 32(a)(vii) below and including those who were in such capacity any time within the same period, i.e., twenty-four (24) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficiency(ies) in the performance of any requirement or obligation under any other Government contract awarded by the head of the Procuring Department regardless of whether the default(s) or deficiency(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficiency(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficiency(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficiency(ies) has been remedied ("Contract Default(s)"); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender;
- (v) (i) the Tenderer; or (ii) a related person of the Tenderer; or (iii) a director or management staff of the Tenderer or those of the related person of the Tenderer, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of Contract award;
- (vi) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Tenderer or a related person of the Tenderer or a director or management staff of the Tenderer or those of the related person of the Tenderer; professional misconduct includes any breach of the Good Industry Practice; or
- (vii) any failure of the Tenderer to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award.

The grounds specified in Clauses 32(a)(i) to 32(a)(vii) above are separate and independent, and shall not be limited by reference to or inference from the

other of them.

- (b) For the purposes of Clause 32(a) above, each Tenderer shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification), including but not limited to the following:
- (i) details of any petition or proceeding mentioned in Clause 32(a)(i) above;
  - (ii) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Clause 32(a)(iii) above;
  - (iii) details of all Contract Defaults as mentioned in Clause 32(a)(iv) above;
  - (iv) details of conviction as mentioned in Clause 32(a)(v) above in Hong Kong or any overseas jurisdiction;
  - (v) details of any professional misconduct or act or omission as mentioned in Clause 32(a)(vi) above; and
  - (vi) details of any failure to pay taxes as mentioned in Clause 32(a)(vii) above.

If none of the events as mentioned in Clauses 32(a)(i) to 32(a)(vii) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Clause 32(c) below. The information provided by the Tenderer is not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred.

- (c) In addition to the information mentioned in Clause 32(b) above, the Government reserves the right (but not obligation) to request from a Tenderer or a related person of the Tenderer or director or management staff of the Tenderer or those of the related person of the Tenderer or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Clause 32(a) above.
- (d) If the Tenderer fails to comply with the request made by the Government pursuant to Clause 32(c) above within such time as required by the Government, the Government may disqualify the Tenderer pursuant to Clause 12 of the Terms of Tender. If the Tenderer has submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Clause 32(a)(ii) above.

- (e) In providing the information required under Clauses 32(b) and 32(c) above, the Tenderer may show cause to satisfy the Government that in relation to any of the events as mentioned in Clause 32(a) above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.
- (f) If the Tenderer is a company, the expression “related person” of the Tenderer includes any one of the following:
  - (i) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer (“majority shareholder”);
  - (ii) a holding company or a subsidiary of the Tenderer;
  - (iii) a holding company or a subsidiary of a majority shareholder (being a company) of the Tenderer; or
  - (iv) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

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

- (g) If the Tenderer is a sole proprietor or partnership, the expression “related person” includes any one of the following:
  - (i) any partner of the Tenderer (if it is a partnership);
  - (ii) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or
  - (iii) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.
- (h) References to related persons of the Tenderer, directors and management staff of the Tenderer or those of a related person in any of the applicable sub-paragraph of Clause 32(a) above include persons who were in such capacity at such time of the event referred to in that sub-paragraph.

**33. Counterproposal**

Any counterproposal on any aspect of the Terms of Tender or Conditions of Contract may, at the option of the Government, render a tender **NOT TO BE CONSIDERED**.

**34. Exclusion**

Without prejudice to other provisions of these Tender Documents, the Government reserves the right to exclude a Tenderer for further consideration of the Tender on grounds including:-

- (a) bankruptcy;
- (b) false declarations;
- (c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer; or
- (f) failure to pay taxes.

**Appendix A****Information Schedule***(To be completed and returned together with the tender submission)*

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

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

**Table A – Information and documents required**

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	<b>company / sole proprietorship / partnership / statutory corporation / others*</b>  (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: (i) managing director and other directors; (ii) partners; or (iii) sole proprietor	
(g)	Place and date of incorporation or formation	

Tender Ref: AFCD/PPS/1/22

(h)	Business profile information of the Tenderer including the number and location of full time / contract employees, core business strategies and strength, and industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(j)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer	Please attach if applicable.
(k)	(If the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.

Tender Ref: AFCD/PPS/1/22

(l)	(If the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy no.: Expiry date:	
(n)	A certified extract board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering) the signatory of the Offer to be Bound, or (b) in the case of Electronic	Please attach if applicable.

Tender Ref: AFCD/PPS/1/22

	Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be)	
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Tender Ref: AFCD/PPS/1/22

**Table B – Information required under Clause 32 of the Terms of Tender**

- \* (a) I/We confirm that none of the events as mentioned in Clauses 32(a)(i) to 32(a)(vii) of the Terms of Tender has ever occurred.
- \* (b) I/We confirm that the following event(s) as mentioned in Clauses 32(a)(i) to 32(a)(vii) of the Terms of Tender has occurred:

Date	Details of the Event

Note: \* Please delete whichever is not applicable.

**Table C – Other information which is required to be provided or disclosed in this Schedule (if any) or otherwise any information which the Tenderer wishes to provide**

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

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

**(Please indicate by ☒ as appropriate)**

1. The following documents are attached for assessment: -

Business Status

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

Requirements of Experience and Qualification

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

Tenderer's Accreditation to ISO 9001 and/or ISO 14001 and/or OHSAS 18001 Standard.

☐ ISO 9001 ☐ ISO 14001 ☐ OHSAS 18001☐ Experience and qualifications of managerial staff proposed for the Contract.

(Documentary proof is required to be provided for substantiation on the claim of experience and qualifications.)

Others

☐ Copy of Certificate of Insurance☐ Copy of Certificate of compliance and / or test report for biodegradable plastic litter bag

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

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

- (b) I/We hereby declare that all information given in (a) above and any additional sheets attached hereto are correct. I/We agree that, if any of such information is found to be incorrect, my/our tender will score no mark in the relevant claim of experience.

Signature of Person

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

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

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

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

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

**Appendix C****Price Proposal**

(Rates of Charge for the Provision of the Services)  
(please complete and insert into the "Price Proposal Envelope")

**Section I - Monthly Rate**

Provision of 36-month Cleansing Services to Tai Lung Experimental Station (TLES) from 1 November 2022 to 31 October 2025 in accordance with the Service Requirements as detailed in Contract Schedule 2 and on such terms as set out in the Terms of Tender and the Conditions of Contract.				
<b>Period from 1 November 2022 to 31 October 2025</b>	<b>No. of Months (Month)</b> (A1)	<b>No. of Cleaners required per month</b>	<b>Monthly Charge (HK\$)</b> (A2)	<b>Total Rate (HK\$)</b> (A1) x (A2)
Item 1 - Provision of Cleansing Services to Crop Development Division of Tai Lung Experimental Station and Tai Lung Uniform Store	21 (April to October)	7		(A3)
	15 (November to March)	5		(A4)
Item 2 - Provision of Cleansing Services to Animal Health Division of Tai Lung Experimental Station	36	2		(A5)
<b>Total Estimated Contract Value (A6) = (A3) + (A4) + (A5) (HK\$):</b>				(A6)

**Section II - Hourly Rate of Cleansing Staff \***

Provision of 36-month Cleansing Services for Tai Lung Experimental Station (TLES) from 1 November 2022 to 31 October 2025 in accordance with the Service Requirements as detailed in the Contract Schedule 2 and on such terms as set out in the Terms of Tender and the Conditions of Contract.		
<b>Cleansing Staff</b>	<b>Unit</b>	<b>Hourly Rate (\$)</b>
A Cleansing Supervisor	Per Hour	
A Cleaner	Per Hour	

\*Note:

1. The hourly rate will be used for calculation of payment for the additional services under Clause 2 of the Conditions of Contract.
2. The Contractor shall be responsible for all costs and expense required for rendering the Services under the Contract, including but not limited to the equipment, materials and tools required to be provided under the Contract.
3. The quotation price shall be included of the staff cost, MPF Contribution and take into account that Statutory Minimum Wage rate will be revised according to the Minimum Wage Ordinance (Cap.608).

Authorized Signature : \_\_\_\_\_

Name of Authorized Person in Block Letter : \_\_\_\_\_

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

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

**Appendix D****Wage Proposal for Cleaners and Cleansing Supervisors**

[Please refer to Clause 4 of the Terms of Tender]

(Please complete and insert into the “Technical Proposal Envelope”)

The Tenderer proposes to pay its Cleaners and Cleansing Supervisors who will be deployed to provide Services the following monthly wages: -

The monthly wage payable to a **Cleaner** shall be HK\$ \_\_\_\_\_ calculated on the basis of 31 days per month, 5 normal working days per week, 8 hours a day and HK\$ \_\_\_\_\_ per hour.

The monthly wage payable to a **Cleansing Supervisor** shall be HK\$ \_\_\_\_\_ calculated on the basis of 31 days per month, 5 normal working days per week, 8 hours a day and HK\$ \_\_\_\_\_ per hour.

Note 1 : It is a contractual requirement of the Contract that the Contractor must pay each Cleaner and each Cleansing Supervisor not be less than the monthly wage of HK\$9,300 derived from the Statutory Minimum Wage (SMW) on the basis of thirty-one (31) days (twenty-three (23) maximum number of normal working days plus eight (8) paid rest days) per month and eight (8) hours of work per day (hereinafter referred to as “**the monthly wage rate of SMW plus paid rest days**”).

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

Note 3 : All Cleaners and Cleansing Supervisors shall not work for more than eight (8) hours in any twenty-four (24) hours period unless with the prior written consent of the Government Representatives.

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

Note 5 : If the monthly wage proposed by a Tenderer for the Cleaners and Cleansing Supervisors are less than **the monthly wage rate of SMW plus paid rest days**, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than **the monthly wage rate of SMW plus paid rest days** for the purpose of tender evaluation.

Note 6: Tenderers must allow one paid rest day for every period of seven days.

Note 7: The Statutory Minimum Wage is HK\$37.5 with effect from 1 May 2019. The following links have details: <https://www.info.gov.hk/gia/general/202102/02/P2021020200473.htm>

Authorized Signature : \_\_\_\_\_

Name of Person Authorized in Block Letter : \_\_\_\_\_

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

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

**Appendix E**

**Management Plan, Work Plan, Contingency Plan and Innovative Suggestions**

(please complete and insert into the “Technical Proposal Envelope”)

[Please refer to Clause 5(e) of the Terms of Tender.]

(a) Management Plan

Name of Authorized Person in Block Letter : \_\_\_\_\_

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

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

**Appendix E**

**Management Plan, Work Plan, Contingency Plan and Innovation Suggestions**

(please complete and insert into the “Technical Proposal Envelope”)

[Please refer to Clause 5(e) of the Terms of Tender.]

(b) Work Plan

Name of Authorized Person in Block Letter : \_\_\_\_\_

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

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

**Appendix E**

**Management Plan, Work Plan, Contingency Plan and Innovation Suggestions**

(please complete and insert into the “Technical Proposal Envelope”)

[Please refer to Clause 5(e) of the Terms of Tender.]

(c) Contingency Plan

Name of Authorized Person in Block Letter : \_\_\_\_\_

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

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

**Appendix E****Management Plan, Work Plan, Contingency Plan and Innovation Suggestions**  
(please complete and insert into the “Technical Proposal Envelope”)

[Please refer to Note 6, 7 of the Appendix H.]

**(d) Innovative Suggestions**

Tenderers shall provide details of the proposed innovative suggestions in the following tables.  
If there is not enough space, please use supplementary sheets if necessary.

**Type I – Directly Relevant to the Services**

Proposed innovative suggestions	Brief description on improvements/benefits/positive values that can bring about	How to implement	Supporting documents(if any)

**Type II – Not Directly Relevant to the Services**

Proposed innovative suggestions	Brief description on improvements/benefits/positive values that can bring about	How to implement	Supporting documents(if any)

Name of Authorized Person in Block Letter : \_\_\_\_\_

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

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



**Appendix F**

**Proposed maximum working hours of Cleaners**  
(please complete and insert into the “Technical Proposal Envelope”)  
[Please refer to Note 12 of Appendix H]

(a) Proposed maximum working hours of Cleaners

Name of Authorized Person in Block Letter : \_\_\_\_\_

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

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

**Appendix G**

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

To: Senior Field Officer / Plant Protection  
Agriculture, Fisheries and Conservation Department  
Fax: (852) 2679 5443

**Registration Form for Attending Tender Briefing Session**

Provision of Cleansing Services for Tai Lung Experimental Station (TLES)  
(Tender Ref.: AFCD/PPS/1/22)

**Details of the Briefing Session**

Date : 23 June 2022 (Thursday)  
Time : 10:00 am  
Venue : Conference Room, PB393, Tai Lung Experimental Station

**Details of Registration**

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

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

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

**NOTE: This form should be completed and returned by fax or email ([chun\\_man\\_kwok@afcd.gov.hk](mailto:chun_man_kwok@afcd.gov.hk) and [calvin\\_py\\_cheung@afcd.gov.hk](mailto:calvin_py_cheung@afcd.gov.hk)) to the Agriculture, Fisheries and Conservation Department on or before 20 June 2022.**

**Appendix H****Marking Scheme for Tender Evaluation**

Provision of Cleansing Services for the Tai Lung Experimental Station  
(Tender Ref. AFCD/PPS/1/22)

**Preamble**

1. A two-envelope approach with a technical to price weighting of 50:50 will be adopted for this tender evaluation whereby the price assessment will be conducted separately and only upon completion of technical assessment. All tenders will be assessed in the following manner.

**Stage 1 – Completeness Check**

2. A completeness check will be conducted by checking whether all items stipulated in Clause 5(b) of the Terms of Tender have been submitted. **If a Tenderer fails to submit any of the documents as stipulated in Clause 5(b) of the Terms of Tender before the Tender Closing Date, its Tender will not be considered further.**

**Stage 2 – Essential Requirement Assessment**

3. Tenders passing Stage 1 will be checked to determine its compliance with all the essential requirements set out in Clause 3 of **Terms of Tender**. **Failure to comply with any of the essential requirements as stipulated in Clause 3 of the Terms of Tender will render the tender invalid and the tender will not be considered further.** Only Tenders which have passed this Stage 2 assessment will proceed to Stage 3 assessment.

**Stage 3 – Technical Assessment**

4. Tenders which have passed Stages 1 and 2 assessments will be further evaluated for their technical information as detailed in the marking scheme with assessment criteria set out in the table below. The maximum total technical marks which can be awarded to a Tenderer is 100 and are divided into nine assessment criteria.
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)
				5	4	3	2	1	0	
<b>I.</b>	<b>Technical Attributes</b>									
<b>(A)</b>	<b>Execution Plan</b>									
(1)	Work Plan (See Notes 2 and 5)	20	4							
(2)	Management Plan (See Notes 3 and 5)	15	3							
(3)	Contingency Plan (See Notes 4 and 5)	10	2							
(4)	Innovative suggestions									
	(a) Type I – directly relevant to the Services(See Note 6)	8	4							
	(b) Type II – not directly relevant to the Services but can bring positive values or benefits to Government or the public (See Note 7)	4	2							
	<b>Sub-total for (A)</b>	<b>57</b>								
<b>(B)</b>	<b>Experience, Certification and Qualification</b>									
(5)	Tenderer's experience in the provision of Cleansing services (See Note 8)	8	2							
(6)	Valid and relevant ISO and/ or OHSAS certifications (see Note 9)	3	1							
(7)	Qualification and experience of contract manager(s) (see Note 10)	3	1							
	<b>Sub-total for (B)</b>	<b>14</b>								
<b>II.</b>	<b>Labour Benefits</b>									
(8)	Proposed monthly wages for Cleaners (See Note 11)	25	N.A.							
(9)	Proposed daily maximum working hours for Cleaners (See Note 12)	4	4							
	<b>Sub-total for (C)</b>	<b>29</b>								
	<b>Total Technical Mark</b>	<b>100</b>								

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

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

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

**Explanatory Notes for 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 (4)

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 cleansing services;
- (c) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the pest control services;
- (d) safety measures adopted for the performance of the Contract including cleaning of external walls, operation for working at height;
- (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) – Management Plan**

The Management Plan shall cover the following items:

- (a) an organisation chart showing the line of command and division of labour of the proposed workforce;
- (b) details of the professional qualifications and experience of the key personnel including Contract Manager, Executive Officer, etc. 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, etc.;
- (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.;
- 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 **that could effectively enhance/improve the quality/performance of the Services on over half** of the items of the respective plan as required in Notes 2 to 4 above.
- 4** The proposed plan is **practical** with **detailed information** on **all** items as well as **a proposal that could effectively enhance/improve the quality/performance of the Services on one** of the items of the respective plan as required in Notes 2 to 4 above.
- 3** The proposed plan is **practical** with **detailed information** on **all** items of the respective plan as required in Notes 2 to 4 above.
- 2** The proposed plan is **practical** with **detailed information** on **over half** of the items and brief information covering the remaining items of the respective plan as required in Notes 2 to 4 above.
- 1** The proposed plan is **practical** with **brief information** on **all** items of the respective plan as required in Notes 2 to 4 above.
- 0** The proposed plan is **impractical** or **fails** to provide information on **any** of the items of the respective plan as required in Notes 2 to 4 above.

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

	Work Plan	Management Plan	Contingency Plan
Over half	4	3	2

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

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

- (a) Marks will be given if the proposed innovative suggestions are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general.
- (b) **Type I** innovative suggestions shall cover any of the following items –
- (i) adoption of technology to enhance service delivery in security/access control e.g. smart patrol devices and mobile surveillance cameras, etc.;

Tender Ref.: AFCD/PPS/1/22

- (ii) adoption of technology to enhance service delivery in cleaning services e.g. automatic cleaning equipment and hygiene sensing devices; and/or
  - (iii) adoption of technology to enhance service delivery in property and facility management e.g. smart bulletin boards and self-developed mobile app, etc.
- (c) Standard scores will be given in accordance with the following rule:
- |   |   |   |
|---|---|---|
| 2 | – | <b>More than one (1) practicable</b> innovative suggestions are proposed covering any of the items as required in (b) of this Note above. |
| 1 | – | <b>One (1) practicable</b> innovative suggestion is proposed covering any of the items as required in (b) of this Note above.             |
| 0 | – | <b>No practicable</b> innovative suggestion is proposed.  |
- (d) Para. (c) of Note 5 above is also applicable to this Note.
- (e) Marks will not be given to any innovative suggestion which (i) is related to labour benefit measures e.g. cash allowance, cash/coupon bonus/award and additional leaves, etc. or (ii) a tenderer will neither be capable of nor responsible for implementation.
- (f) An innovative suggestion that scores marks under Type I will not earn marks again under Type II and vice versa. If the Tender Assessment Panel (“TAP”) considers that the same innovative suggestion could earn marks under Types I and II, it will be taken as scoring marks under Type I only. Each innovative suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.
- (g) Tenderers shall propose innovative suggestions by filling in the details in Appendix E (Innovative Suggestions) to facilitate tender evaluation. If a tenderer does not use the appendix and fails to specify the type (i.e. Type I or Type II) of innovative suggestion which the proposed innovative suggestion belongs to, it will be deemed as proposed under Type II.
- (h) Apart from the schedule of innovative suggestions mentioned in (g) above, tenderers shall submit the following information for demonstrating the effectiveness and practicability of the innovative suggestions. Marks will not be given if the tenderers only propose a concept without sufficient details. The information that shall be provided by the tenderers includes the following –
- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc. : scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate (for Type I and Type II innovative suggestions);
  - 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 (for Type II innovative suggestions); 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 (for Type II innovative suggestions).
- (i) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All proposed innovative suggestions will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the TAP to have a better understanding of the innovative suggestions proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- (j) All practicable innovative suggestions accepted by the Government shall form part of the Contract.

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

- (a) Marks will be given if the proposed innovative suggestions though are not directly relevant to the Services, can bring about positive values/benefits to the Government or the public at large.
- (b) **Type II** innovative suggestions shall contribute to any of the following positive values –
- i. to contribute to the development of Smart City;
  - ii. to enable the managed premises as a test bed to foster research and development opportunities by start-ups or young entrepreneurs for the sustainable development of the property and facility management industry;
  - iii. to provide better care for the elderly and youth; and/or
  - iv. to promote consumption of fewer resources and reduction of waste and make the society more environmental friendly.
- (c) Standard scores will be given in accordance with the following rule:
- |   |   |
|---|---|
| 2 | – <b>More than one (1) practicable</b> innovative suggestions contributing to any of the positive values as listed in (b) of this Note above. |
| 1 | – <b>One (1) practicable</b> innovative suggestion contributing to any of the positive values as listed in (b) of this Note above.            |
| 0 | – <b>No</b> practicable innovative suggestion is proposed.  |
- (d) Para. (c) of Note 5 and paras. (e) to (j) of Note 6 above are also applicable to this Note.

**Note 8: for Assessment Criterion (5) – Tenderer's experience in the provision of indoor and outdoor cleansing and gardening services**

- (a) Tenderers are required to provide documentary proof to substantiate the claim of relevant experience in provision of such services or accreditation obtained by the Tenderer. Failing to provide such documentary proof within the period specified by the Government Representative may render the experience or accreditation concerned not counted during tender evaluation

A Tenderer's experience under different contracts with overlapping periods is to be counted in accordance with the following example: -

Contracts performed by a Tenderer	Contract period	Contract period without overlapping with the earlier contract	Number of days of experience counted in the tender evaluation
Contract A	16.4.2003-15.4.2005	16.4.2003-15.4.2005	731 days
Contract B	1.10.2004-31.3.2006	16.4.2005-31.3.2006	350 days
Contract C	1.1.2005-31.12.2006	1.4.2006-31.12.2006	275 days
Contract D	1.5.2005-30.4.2007	1.1.2006-30.4.2007	484 days
Total:			1,840 days

- (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. |



Tender Ref.: AFCD/PPS/1/22

- 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.

**Note 9: for Assessment Criterion (6) – Accreditation of Valid and Relevant ISO and / or OHSAS Certifications**

- 3 Accredited to ISO 9001, ISO 14001 and OHSAS 18001 on provision of cleansing services and supported with documentary proof of all certificates which are valid as at the Tender Closing Date.
- 2 Accredited to any two of ISO 9001, ISO 14001 and OHSAS 18001 on provision of cleansing services and supported with documentary proof of all certificates which are valid as at the Tender Closing Date.
- 1 Accredited to any one of ISO 9001, ISO 14001 and OHSAS 18001 on provision of cleansing services and supported with documentary proof of the certificate which is valid as at the Tender Closing Date.
- 0 Not accredited to ISO 9001, ISO 14001 and OHSAS 18001 on provision of cleansing services as at the Tender Closing Date or failed to provide valid documentary proof.

**Note 10: for Assessment Criterion (7) – Qualification and Experience of Contract Manager(s)**

- 3 Manager(s) possessing at least two (2) years cumulative\* managerial experience and all of the following qualifications with documentary proof which are valid as at the Tender Closing Date
- (a) having served in the cleansing/horticulture company;
  - (b) certificate of attending talk/course relating to cleansing/horticulture skills; and
  - (c) Diploma in Safety & Health issued by a registered post-secondary institution awarded after its registration, or equivalent or valid first aid certificate.
- 2 Manager(s) possessing at least two (2) years cumulative\* managerial experience as at the Tender Closing Date and any two of the above three qualifications with documentary proof.
- 1 Manager(s) possessing at least two (2) years cumulative\* managerial experience as at the Tender Closing Date and any one of the above three qualifications with documentary proof.
- 0 Manager(s) possessing less than two (2) years cumulative\* managerial experience as at the Tender Closing Date or unable to provide documentary proof of possessing any of the above three qualifications.

- [Remarks : (i) Standard score will be awarded according to the aggregate qualifications possessed by any manager(s) who has/have at least two (2) years cumulative\* managerial experience.
- (ii) \* All experience obtained is to be counted in days, i.e. “an aggregate of at least two (2) years” is equivalent to have accumulated not less than 730 (i.e. 365 x 2) days of experience (e.g. if the manager obtained experience during 1.1.2012 to 31.5.2013 in Company A and 1.6.2015 to 31.12.2016 in Company B, the cumulative experience will be counted as 3 years.)]

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

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

- P Proposed monthly wage for Cleaners of the conforming tender being assessed
- H The highest proposed monthly wage for Cleaners among all conforming tenders
- C **\$9,300**, i.e. the prevailing monthly wage rate of Statutory Minimum Wage (“SMW”) plus paid rest days for Cleaners derived on the basis of 31 days (i.e. eight (8) hours of work per day and 23 working days plus eight (8) paid rest days per month)

$$\text{Marks scored} = 25 \times \frac{P - C}{H - C}$$

Illustrative Example for Tenderer's Proposed Monthly Wage for Cleaners	Marks Scored (Example)
<p>P = HK\$9,500 H = HK\$9,700 C = HK\$9,300</p>	<p>Marks scored =</p> $25 \times \frac{9,500-9,300}{9,700-9,300}$ <p>= 12.50</p>

- (b) If H is equal to C, no marks will be given.
- (c) If a Tenderer fails to indicate any monthly wage or P is each less than C, the tender will be evaluated but the respective P<sub>1</sub>, P<sub>2</sub> or P<sub>3</sub> will be deemed to be equal to C for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm their abidance by the SMW upon request by the Government Representative at any time before the tender exercise is completed. If the Tenderer offers a higher amount than the SMW in 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. 4 above.

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

- (a) Standard scores will be given to Assessment Criterion (9) in accordance with the following rule –
- 1 Proposed daily maximum working hours for Cleaners are **eight (8) hours** excluding meal break (i.e. net total) **or less**.
  - 0 Proposed daily maximum working hours for all Cleaners are **more than eight (8) 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 eight (8) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of eight (8) 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 eight (8) hours. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

**5. Stage 4 – Price Assessment**

1. Failure to submit a Price Proposal in the form of **Appendix C** with price information duly completed will render a tender invalid and will not be considered further. The price assessment is based on the Contract Price of the tenders which have passed Stage 3 Technical Assessment.
2. A maximum weighted price score of 50 will be allocated to the conforming tender with the lowest Contract Price, while the weighted price score for other conforming tenders will be calculated by the following formula –

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

[Note: The weighted price score of each tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under para. 4 above.]

**6. Stage 5 - Calculation of Combined Score**

1. The combined score of a conforming tender will be determined by the following formula –  
Weighted Technical Score + Weighted Price Score

2. 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 tenders 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.

**Appendix I**

**Tenderer's Business Experience in Provision of Cleansing  
and Gardening Services**

(for evaluation under item 5 of the Assessment Criteria in the Marking Scheme at Appendix H)  
(please complete and insert into the "Technical Proposal Envelope")

Experience in the provision of cleansing and gardening services during the ten (10) years immediately prior to the Tender Closing Date. Tenderers must provide description and history of their relevant experience in the provision of cleansing and gardening services with clear indication on the number of years of relevant experience; and should provide documentary proof to substantiate claims of the relevant experience. (*Client name, Contract period, Place of Business, Areas served, Description of Business*)

Client Name	Contract Period	Place of Business	Areas served	Description of Business

Remarks: A Tender's experience under different contracts will not be double-counted for any overlapping periods.

Authorized Signature : \_\_\_\_\_

Name of Authorized Person in Block Letter : \_\_\_\_\_

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

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

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

Tender Ref: AFCD/PPS/1/22

**Appendix J**

To: Director of Agriculture, Fisheries and Conservation

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.

Tender Ref: AFCD/PPS/1/22

3. Clause 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 7(a) of the Terms of Tender, the Government may exercise any of the rights under Clauses 7(c) to 7(e) of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

Tender Ref: AFCD/PPS/1/22

6. Under the Competition Ordinance (Cap. 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 :

Tender Ref: AFCD/PPS/1/22

**Appendix K****Statement of Convictions**

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

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

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

Yes/No **(Please delete as appropriate)**

If yes, please completed the following table:-

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

(Use separate sheets if required)

Name of Authorized Person  
in Block Letter

---

Name of Tenderer

---

Tel. No. / Fax. No.

---

Date

---

(a) 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.

Terms of Tender



Tender Ref: AFCD/PPS/1/22

- (b) I/We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. I/We understand that if any of the information contained in this Appendix is found to be correct, my/our tender will not be further considered, or my/our Contract will be terminated in accordance with Clause 25 of the Conditions of Contract if I am/we are awarded the contract.
- (c) I/We hereby authorized the Agriculture, Fisheries and Conservation Department to obtain information from all Government departments and given consent to the Government departments concerned to release and provide information of my/our record of conviction in respect of the Relevant Offences to the Agriculture, Fisheries and Conservation Department for the purpose of evaluation of my/our tender in this tendering exercise and subsequent management of the Contract.

Name of Authorized Person : \_\_\_\_\_  
in Block Letter

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

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

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

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

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

## **Part I**

### **Method of providing the Contract Deposit**

If the Contract is awarded to us, we shall pay to the Government the Contract Deposit  
\*in cash, cheque or cashier's order/by way of a banker's guarantee.

\* Delete as appropriate.

N.B.: If a Tenderer does not complete this Part, it will be regarded to have undertaken to  
pay the Contract Deposit to the Government in cash.

## **Part II**

### **Form of**

### **Banker's Guarantee**

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

### **WHEREAS**

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

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

undertook to provide .....  
upon the terms and conditions of the Contract.

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

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

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

- (a) The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract.
- (b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
- (c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Contractor or from his, her or their estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of all such losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of HK\$ \_\_\_\_\_.

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

- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as “the Contractor” or where “the Contractor” is a partnership, any change in the partners or in its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.
- (5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:
- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
  - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
  - (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
  - (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
  - (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;

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

(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 authorizes the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

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

(a) the date falling **six (6)** months after the expiry of the Contract (unless (b) is applicable); or

(b) in the case if at the time of expiry or termination of the Contract, all or any of the Contractor's obligations and liabilities under or in relation to the Contract shall not have been performed, completed and discharged to the satisfaction of the Government Representative, or there remains any outstanding Government's rights and claims under the Contract or otherwise at law arising from antecedent breaches of the Contract by the Contractor or which have otherwise accrued or arisen prior to the termination of expiry, the date falling twenty four (24) months after the early termination or expiry of the Contract Period

whichever is the later.

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

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

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

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 Plant Protection Section, Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, New Territories, marked for the attention of Director of Agriculture, Fisheries and Conservation, facsimile number 2679 5443;
- (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 dispatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

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

(15) The Guarantor hereby acknowledges that

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

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

Government) the terms and conditions of this Guarantee.

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

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

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

\* Please delete as appropriate

@ See Powers of Attorney Ordinance Chapter 31

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

## PART 2

### CONDITIONS OF CONTRACT

<b>Content</b>	<b>Sheet</b>
1. Contract Period .....	74
2. Contractor's Obligations and Additional Services.....	74
3. Contractor's Acknowledgement.....	75
4. Contractor's Warranties and Undertakings.....	76
5. Gratuity to Non-skilled Workers.....	78
6. Holiday Pay to Non-skilled Workers .....	79
7. Extra Wages to Non-skilled Workers for Working under Typhoon Signal No. 8 or above .....	79
8. Contractual Obligations under the Standard Employment Contract.....	80
9. Contractor's Obligations Relating to Employment of Contractor's Employees.....	81
10. Admission of Contractor Personnel to Government Premise .....	81
11. Conduct of Contractor's Employees .....	82
12. Personnel Records.....	84
13. Demerit Mechanism and Demerit Point System.....	86
14. Performance Monitoring of the Contractor.....	86
15. No Assignment and Sub-contracting .....	86
16. Inspection and Rejection.....	87
17. Payment to Contractor.....	87
18. Deduction in Monthly Fee .....	89
19. Engagement of Labour .....	90
20. Suspension of Services.....	90
21. Liability and Indemnity .....	90
22. Public Liability Insurance .....	92
23. Set Off.....	93
24. Contract Deposit .....	93
25. Termination of Contract.....	94
26. Consequences of Termination.....	96
27. Use of Electricity and Water Supplies .....	96
28. Government Property .....	97
29. Government Premises / Contractor's Premises.....	97
30. Non-Exclusivity .....	99
31. Confidential Information.....	99
32. Corrupt Gifts .....	99
33. Publicity .....	100
34. Service of Notice.....	100
35. Contractor's Equipment, Materials and Tools .....	101
36. Monies or Valuables Found by the Contractor's Employees.....	102
37. Entire Agreement .....	103



38.	Relationship of the Parties .....	103
39.	Jurisdiction .....	103
40.	Waiver and Severability .....	103
41.	Disputes.....	104
42.	Complaints/Enquiries Handling.....	104
43.	Information/Data Handling .....	104
44.	Matters in which the Decision of the Government Representative is Final.....	104
45.	Review of the Management Plan and Work Plan .....	105
46.	Contracts (Right of Third Parties) Ordinance .....	105
47.	Assistance in Legal Proceedings .....	105
48.	Retention of Records.....	105
49.	Order of Precedence.....	106
Annex A - Sample of Accountant's Certificate for Payment Application.....		107

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

**1. Contract Period**

- (a) The Contractor shall provide the Services to the Government, for a period of thirty-six (36) months from the Commencement Date subject to any provision for sooner termination or extension of the Contract as is provided for in the Contract.
- (b) Notwithstanding Clause 1(a) above, the Government may by serving a written notice on the Contractor of no less than one (1) month prior to the expiry of the Contract Period at its sole discretion extend the Contract Period for a specified period or specified periods of up to six (6) months, commencing immediately upon expiry of the Contract Period on the same terms and conditions (except this Clause 1(b)) as this Contract.
- (c) The Contractor shall continue to perform the Contract throughout the extension period under Clause 1(b) when Government exercises its right to extend the Contract.

**2. Contractor's Obligations and Additional Services**

- (a) The Contractor shall during the Contract Period provide the Services by deploying the Contractor's Employees, and providing the Services in accordance with the Service Requirements as laid down in Contract Schedules 2 and 3 subject to the stipulations and conditions of this Contract.
- (b) Notwithstanding anything to the contrary herein contained, the Government Representative may from time to time and at any time during the Contract Period: -
  - (i) by giving a not less than seven (7) days' notice in writing require the Contractor to carry out such additional Services at such part of the Contract Area for such duration and in such manner as may be specified in the notice;
  - (ii) by giving not less than two (2) hours' verbal notice (to be properly documented subsequently) require the Contractor to carry out emergency or other special cleansing services at such part of the Contract Area, for such duration and in such manner as the Government Representative may specify; and
  - (iii) the Government may require the provision by the Contractor of one or more additional Cleaners at the Contract Area in accordance with the Service Requirements as set out in Contract Schedules 2 and 3.
- (c) The Government will pay for the additional services provided by the Contractor under Clause 2(b) above in accordance with the rates of charges specified in Contract Schedule 4.

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

- (a) The Contractor acknowledges that:
  - (i) it has made itself thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality requirements of the Services, and other requirements under the Contract on equipment, materials, tools, deployment of labour and supervisory staff, and any necessary storage or transportation requirement under the Contract;
  - (ii) it has been supplied with sufficient information to enable it to provide to the Government the Services in accordance with the Service Requirements as set out in Contract Schedules 2 and 3 and the terms and conditions of the Contract; and
  - (iii) 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.
- (b) The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract. Save to the extent expressly set out in the Contract, the Contractor does not expect, and the Contractor agrees that it is unnecessary for, the Government to do anything to facilitate or assist the Contractor's provision of the Services and the performance of its obligations under the Contract.
- (c) The Contractor shall perform its obligations under the Contract:
  - (i) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
  - (ii) in accordance with Good Industry Practice.
- (d) The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:
  - (i) comply with the Employment Ordinance (Cap. 57 of the Laws of Hong Kong) and the Immigration Ordinance (Cap. 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
  - (ii) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap. 485 of the Laws of Hong Kong); and
  - (iii) comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of Services.

- (e) The Contractor shall:
  - (i) duly and unconditionally secure, obtain and maintain throughout the Contract Period all and any authorisations, approvals, consents, licences, permits, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are or may be required or necessary to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where the Contractor's procedures so require, the consent of its parent company) ("Consents");
  - (ii) ensure that the Consents are in full force and effect, and the use of the Services by the Government will not contravene any applicable laws, throughout the Contract Period; and
  - (iii) bear all costs, charges and expenses that may be incurred in obtaining and maintaining the Consents throughout the Contract Period.
- (f) The Contractor shall, through the Government Representative, keep the Government informed of all matters related to the Contract within the actual or constructive knowledge of the Contractor and shall answer all enquiries received from the Government Representative.
- (g) The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.
- (h) The Contractor acknowledges that it does not have the right to provide the Services to the Government on an exclusive basis and nothing in this Contract confers any such exclusive right. Nothing in the Contract shall preclude the Government from procuring any Services from any other person.

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

- (a) The Contractor warrants and undertakes to the Government that: -
  - (i) the Contractor and all the Contractor's Employees shall have the necessary skills, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract;
  - (ii) the Contractor shall carry out and provide the Services with all due diligence and in a proper, skillful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
  - (iii) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provision of the Services, including the obtaining and maintaining of all necessary licences or permits;

- (iv) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquires made by the Government Representative;
- (v) the Contractor shall enter into a written Standard Employment Contract (if the contractual period exceeds seven (7) days) with each of the Cleaners including the Cleansing Supervisor and shall comply with all terms of the Standard Employment Contract. The Standard Employment Contract can be downloaded from the following hyperlink:

<[https://www.afcd.gov.hk/tc\\_chi/tender/tender\\_rel/files/Standard\\_Employment\\_Contract\\_Chi\\_Rev2019.10.11.pdf](https://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2019.10.11.pdf)> for Chinese version; or

<[https://www.afcd.gov.hk/english/tender/tender\\_rel/files/Standard\\_Employment\\_Contract\\_En\\_g\\_Rev2019.10.11.pdf](https://www.afcd.gov.hk/english/tender/tender_rel/files/Standard_Employment_Contract_En_g_Rev2019.10.11.pdf)> for English version.

- (vi) the Contractor shall comply with all reasonable instructions and directions on all matters relating to the Contract as the Government Representative may from time to time issue to the Contractor;
- (vii) the Contractor shall comply with requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of all Contractor's Employees. The Contractor shall take all necessary measures, including the provision of proper protective gear and proper training to ensure the safety of all Contractor's Employees during the provision of the Services. In the event of any Contractor's Employees or Contractor's sub-contractors or agents suffering from any personal injury or death in the course of provision of Services and whether there be a claim for compensation or not, the Contractor shall within twenty-four (24) hours give notice in writing of such personal injury or death to the Government Representative;
- (viii) the Contractor shall be responsible for the good conduct of Contractor's Employees, permitted sub-contractors and agents (if any) while they are performing the Services at the Contract Area under the Contract and shall ensure that they comply with the Code of Conduct for the Contractor's Employees set out in Contract Schedule 6 which may be amended from time to time by the Government Representative. The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees or the Contractor's permitted sub-contractors or agents (if any) engaged or deployed for the purpose of the Contract. Any of the Contractor's Employees, the Contractor's sub-contractors or agents so removed shall be replaced as soon as possible by a competent substitute within such time as specified by the Government Representative;

- (ix) the Contactor shall not employ illegal workers or aid and abet another person to breach his condition of stay in the execution of this Contract;
  - (x) the Contractor has full power, capacity and authority to enter into the Contract and to perform all its obligations under the Contract;
  - (xi) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
  - (xii) all information and documents supplied, and statements and representations from time to time made by or on behalf of the Contractor in or in relation to its Tender and the Contract are genuine, true, accurate and complete;
  - (xiii) throughout the Contract Period, no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
  - (xiv) throughout the Contract Period, it is not subject to any contractual obligation, or court judgment or ruling order or arbitration decision, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
  - (xv) throughout the Contract Period, no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue; and
  - (xvi) throughout the Contract Period, it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.
- (b) Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Cap. 457) apply to bind the Contractor and the Government respectively.

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

The Contractor shall pay a gratuity to a Non-skilled Worker upon the expiry or termination of the Standard Employment Contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Non-skilled Worker has been employed by

the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract. The amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the above period. The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with clauses and follow the examples of illustration therein.

**6. Holiday Pay to Non-skilled Workers**

- (a) 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.
- (b) If the Employee is employed by the Employer to work under more than one government service contract, details of the holiday pay payable is set out in Clause 4 of the Schedule of the Standard Employment Contract.

**7. 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.

**8. Contractual Obligations under the Standard Employment Contract**

- (a) 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. A Standard Employment Contract is still required for a temporary relief worker if the employment period is longer than seven (7) days.
- (b) 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.
- (c) Without prejudice to the generality of Clause 8(b) above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
  - (i) paying wages;
  - (ii) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
  - (iii) paying wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
  - (iv) paying wages by means of autopay to the Non-skilled Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
  - (v) paying the gratuity to the Non-skilled Workers with no less than one year of service under a continuous contract; and
  - (vi) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.
- (d) 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 8(a) to Clause 8(c) above, as if references to "Contractor" read "sub-contractor".
- (e) If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 8(a) to Clause 8(c) 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.



**9. Contractor's Obligations Relating to Employment of Contractor's Employees**

- (a) The Contractor shall employ sufficient number of suitably trained, experienced and competent managerial and site supervisory staff for the maintenance and execution of the Services:
  - (i) at least one (1) Contract Manager; and
  - (ii) at the location as specified in Contract Schedule 1, sufficient number of Cleansing Supervisor and Cleaners as specified in Part 3 of Contract Schedule 2.
  - (iii) The Contractor shall ensure that they all fulfill the respective qualifications to carry out all their responsibilities and duties as stipulated in Part 1 of Contract Schedule 2.
- (b) The Contractor shall pay or shall ensure to be paid to each Cleaner / Cleansing Supervisor (as the case may be) during the Contract Period a wage not less than: -
  - (i) the monthly wage for Cleaner / Cleansing Supervisor as specified in Contract Schedule 5; or
  - (ii) a monthly wage referred to at (i) above as the same may be adjusted as a result of future revision of the Statutory Minimum Wage, whichever is the higher.
- (c) The Contractor shall promptly pay or shall ensure prompt payment of wages to the Contractor's Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract. The Contractor shall use autopay for payment of wages to the Contractor's Employees (payment by cheque is only allowed upon termination of employment contract and is made at request of the Contractor's Employee concerned).
- (d) Without the prior approval of the Government Representative, the Contractor shall not allow any Contractor's Employee to work each day for more than the maximum allowable working hours per day as specified in the Standard Employment Contract.
- (e) The Contractor shall allow each Contractor's Employee not less than one hour meal break each day. The period of meal break of each Contractor's Employee shall be specified in the Standard Employment Contract.
- (f) The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate Contract forthwith.

**10. Admission of Contractor Personnel to Government Premise**

- (a) Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively "Relevant

Personnel”) who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.

- (b) The Contractor shall ensure that while any of the Relevant Personnel is on the Government’s premises they will conform to the Government’s normal codes of staff and security practice.
- (c) The Contractor shall require all Relevant Personnel, save for those exempted, to present vaccination record of at least the first dose of COVID-19 vaccine prior to their entry into indoor government premises which are their places of work, or for work-related purposes (including for meetings and for fulfillment of duties). The number of vaccine doses required may be revised by prior written notice from the Government to the Contractor in the light of the development of COVID-19 epidemic situation.
- (d) Exemption from the requirement to present vaccination record will be granted to (a) those who are medically unfit for COVID-19 vaccination as supported by a valid medical certificate; and (b) pregnant staff with prior exemption to be granted by the Government on a case-by-case basis. The exempted categories of Relevant Personnel mentioned in this Clause may be revised by prior written notice from the Government to the Contractor.
- (e) For the purpose of Clauses 10(c) and 10(d), the Contractor shall comply with the entry requirement of Government premises, implementation approaches, requirement on the vaccination record and other relevant documentations to be presented, consequence of non-compliance, maintenance and updating of the register of vaccination status, and all other necessary requirements as determined by the Government by prior written notice from the Government to the Contractor.
- (f) The Contractor shall ensure that the Relevant Personnel will have given consent to the Contractor to pass the personal data in relation to Clauses 10(c) and 10(d) above to authorised persons of the Government for the purposes of the provisions of this Clause 10 and other provisions of the Contract.
- (g) The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.
- (h) In the event that the Contractor fails to comply with this Clause 10 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract or partially terminate the Contract pursuant provisions of the Contract.

## **11. Conduct of Contractor’s Employees**

- (a) The Contractor shall be responsible for the good conduct of the Contractor’s Employees,

the Contractor's sub-contractors and agents while they are carrying out the Services under the Contract and shall ensure that they will behave in accordance with the Service Requirements in Contract Schedule 2 including the Code of Conduct as set out in Contract Schedule 6 which may be amended by the Government from time to time. Without prejudice to the aforesaid, the Contractor shall ensure that each Contractor's Employee: –

- (i) is fit for their tasks;
  - (ii) maintain the standard of discipline, courtesy, behaviour and consideration in performing the Services;
  - (iii) do not smoke, sleep, consume alcoholic drink, listen to radio, gossip and will refrain from any other malpractices while they are performing the Services; and
  - (iv) is on duty during the period of a day as specified in Contract Schedule 2 as set out therein for which the Contractor's Employee is assigned to perform his/her duties for the purpose of this Contract and is punctual at all times.
- (b) The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employee or the Contractor's sub-contractors or agents engaged or deployed for the purpose of the Contract.
- (c) Any employee or agents so removed shall at the sole cost and expense of the Contractor be replaced as soon as possible by a competent substitute and within such time as specified by the Government Representative. The Contractor shall not deploy the removed person to perform the Services at any other location.
- (d) The Government shall in no circumstances be liable to the Contractor, its employees and agents in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employees or agents.
- (e) The Contractor and the Contractor's Employees shall: –
- (i) deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in performing the Services under the Contract;
  - (ii) wear tidy and clean uniforms and such special or protective clothing and footwear as the Government may consider necessary or appropriate. Any such special or protective clothing and footwear shall be provided, maintained and replaced as

necessary by the Contractor at its own expenses;

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

## **12. Personnel Records**

- (a) The Contractor shall maintain or shall ensure to be maintained proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to the Contractor's Employees, bank autopay returns, receipts of wages and records of contributions to the mandatory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of manager and supervisor ranks only) and age of each of the Contractor's Employees.
- (b) The Contractor shall enter into written Standard Employment Contract (if the contractual period exceeds seven (7) days) with accompanying guidance notes with each of the Cleaners including the Cleansing Supervisor in accordance with Clause 4(e) above, and

shall ensure that all Contractor's Employees fully understand all contents of the Standard Employment Contract. Copies of the signed employment contract should be kept by the Contractor, the Contractor's Employees and the Government for record and for monitoring of the Contractor's compliance with the Contract.

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

Government Representative at any time.

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

- (a) If the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- (b) If the Contractor is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to the Contractor.
- (c) The Contractor shall be fully liable for acts of default or neglect of any sub-contractor or employees of the sub-contractor. If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to each of the Contractor and the sub-contractor. Both the Contractor and the sub-contractor concerned will each receive one demerit point for the breach.
- (d) Each default notice issued under Clause 13(b) or 13(c) above attracts one Demerit Point. The Demerit Point(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.

**14. Performance Monitoring of the Contractor**

Without prejudice to Clause 13 hereof, the performance of the Contractor shall be monitored and may be taken into account in the tender evaluation of the Contractor's future bids for Government service contracts.

**15. No Assignment and Sub-contracting**

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

**16. Inspection and Rejection**

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor's Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed before payment shall be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.
- (c) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. If in any particular case the Services provided by the Contractor has failed to meet the performance standards required under the Contract or any terms and conditions of the Contract, the Government Representative shall be entitled to instruct/advise the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully with the performance standards required under the Contract and terms and conditions of the Contract.
- (d) Within twenty-four (24) hours of being notified verbally or in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services. If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 16(c) or fails to provide required number of staff in accordance with the Service Requirements in Contract Schedule 2, the Government Representative may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by other contractors. All costs and expense whatsoever which may be incurred by the Government Representative thereof shall be recoverable in full from the Contractor by deducting such sums from any money due or becoming due to the Contractor under this or other contracts with the Government.

**17. Payment to Contractor**

- (a) Subject always to the terms and conditions hereof, and the Contractor having performed the Services in accordance with the terms and conditions of the Contract to the satisfaction of the Government and the Contractor having provided to the Government Representative a statement, in a form as that provided in **Annex A to the 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 Fee in accordance with the following formula: -

$$\begin{aligned}
 \text{Monthly Fee payable to Contractor} = & \quad (\text{Monthly Rate}) \\
 & + \\
 & \quad (\text{Total charges for additional Contractor's Employees and} \\
 & \quad \text{additional Services provided by the Contractor, under Clause 2} \\
 & \quad \text{of the Conditions of Contract, calculated on the basis of the} \\
 & \quad \text{applicable rates of charges as set out in Contract Schedule 4}) \\
 & - \\
 & \quad (\text{Total deductions calculated under Clause 18 of the Conditions} \\
 & \quad \text{of Contract}) \\
 & - \\
 & \quad (\text{Such other sums the Government is entitled to deduct pursuant} \\
 & \quad \text{to other provisions of the Contract})
 \end{aligned}$$

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

- (b) The Monthly Fee set out in sub-clause (a) above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the equipment, materials, uniforms and tool required to be deployed/provided under the contract; the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings; the fees for obtaining any licence, authorization or permit from any Government or other authority; the fees payable to any sub-contractors or agents in connection with the performance of the Services.
- (c) Payment shall be made in Hong Kong dollars. The Contractor shall at the beginning of each month deliver to the Government Representative an invoice in respect of the Services rendered to the Government in the preceding month. Subject to the Government Representative being satisfied that the calculations of the Monthly Fee is correct, the Government shall pay the Contractor the Monthly Fee within 30 days after having received from the Contractor the invoice and the statement in accordance with the provisions of sub-clause (a). The Monthly Fee will be paid by the Government into the Contractor's bank account direct.



- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee shall be addressed to the Government Representative at the address specified in Clause 29 of the Conditions of Contract. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed.
- (e) The billing periods for the Monthly Fee shall begin on the first day to the last day of the month during the Contract Period. In the case where the first or the last month of the Contract Period does not begin on the first day or end on the last day of the month, the Monthly Fee shall be adjusted on a pro rata basis.
- (f) Separate statements for Item 1 and Item 2 stipulated in Part 3 of the Service Requirements in Contract Schedule 2 shall be submitted by the Contractor to the respective Government Representatives below for arranging payment.

**Item 1**

Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, N.T.  
Attn. : Senior Field Officer/Plant Protection (Crop Development Division)

**Item 2**

Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, N.T.  
Attn. : Senior Field Officer(Farm/East) (Animal Health Division)

- (g) No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.

**18. Deduction in Monthly Fee**

- (a) The Contractor shall ensure the Cleaners employed for the work are not less than the number stipulated in Part 3 of the Service Requirements in Contract Schedule 2. Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, the Government is entitled to make deductions from the Monthly Rate an amount (to be rounded to the nearest dollars) calculated in the formula below if any of the Contractor's Employees (regardless of his job title or post) is absent from duty for whatever reasons without immediate replacements for the period of absence during an entire shift or part thereof:

$$\frac{\text{Monthly Charge}}{\text{Total working man-hours of all Cleaners of the month concerned}} \times \text{Duration of absence from duty (in total number of absence man-hour) of all Cleaners}$$

(b) The Government reserves the right to make the following deductions from the Monthly Rate if any of the following events occur: –

- (i) the number of staff is found to be less than that specified in Part 3 of the Service Requirements in Contract Schedule 2;
- (ii) the staff is found to be absent from duty without reasonable excuse or is found to be sleeping whilst on duty or in any other way present but not performing his or her duties; and
- (iii) the staff fails to obey instructions, supply required equipment, dress in proper attire, and any other minor infringement of his or her specified duties.

***In case of dispute, the decision of the Director of Agriculture, Fisheries and Conservation shall be final and binding.***

#### **19. Engagement of Labour**

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

#### **20. Suspension of Services**

Notwithstanding any other provision herein, the Contractor may suspend the Services during any period when No. 8 or higher tropical cyclone warning signal, or black rainstorm signal is issued or hoisted by Hong Kong Observatory. Deduction of Monthly Rate in accordance with Clause 18 shall not be applicable to the suspension of Services due to such inclement weather conditions. However, the Contractor shall resume the Services and be responsible for the Services forthwith after the above inclement weather warning signals are lowered by Hong Kong Observatory.

#### **21. Liability and Indemnity**

- (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of: -
  - (i) any loss of or damages to any of the Contractor's property or that of the Contractor's

Employees, sub-contractors or agents however caused (whether by any negligence of the Government or any of its employees or agents or otherwise); and

- (ii) any injury to or death of any of the Contractor's Employees or those of its sub-contractors or agents save and except any such injury or death caused by the negligence of the Government or any of its employees or agents.
- (b) The Contractor shall indemnify the Government against any loss of or damage to any Government Property or of any of its employees or agents or from and against any claims, actions, proceedings, and liabilities (including liability to pay compensation and damages), costs (including legal costs on a full indemnity basis) and expenses incurred or sustained by the Government arising from any injury to or death of any employee or agent of the Government arising out of the negligence of the Contractor or any of the Contractor's Employees, sub-contractors or agents.
- (c) The Contractor shall indemnify and keep indemnified the Government fully and effectively against any and all losses, claims, damages, costs, charges, expenses, liabilities, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the following: -
  - (i) the negligence, recklessness, or willful misconduct of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
  - (ii) the breach or the non-performance or non-observance of any of the provisions, warranties and undertakings, obligations or conditions of the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
  - (iii) any unauthorized act of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
  - (iv) any loss, damage, injury or death referred to in Clause 21(a) above save and except injury or death caused by the Negligence of the Government or any of its employees (in the course of employment);
  - (v) any injury or death of any third party, or any loss or damage to property sustained by any third party, in consequence of any act, omission, default, or negligence of the Contractor or any of its employees, agents and sub-contractors; or
  - (iv) the non-compliance of any applicable laws and any requirement or regulation of any competent authority or agency in connection with the performance of the obligations under the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.
- (d) For the purposes of this Clause, "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (e) The indemnities, payment and compensation given in pursuance of the Contract by the

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

## **22. Public Liability Insurance**

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

consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Contractor to observe and comply with this Clause.

### **23. Set Off**

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

### **24. Contract Deposit**

- (a) The Contractor shall, as a condition precedent to this Contract, deposit with the Government a Contract Deposit in the amount and in the manner as provided in Clause 11 of the Terms of Tender as continuous security for the due and faithful performance of the Contract. The deposit shall be either in cash, cheque, cashier's order or in the form of a banker's guarantee issued by a bank that is approved by the Government and that holds a valid banking licence granted under the Banking Ordinance (Cap. 155).
- (b) If payment of the Contract Deposit is made by a banker's guarantee, the banker's guarantee shall comply with the following:
  - (i) unless otherwise agreed by the Government, it must be on the terms set out at Part 3 Annex A; and
  - (ii) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter of Conditional Acceptance as the date on which the banker's guarantee is to take effect. In the event that another date is specified, the banker's guarantee shall take effect no later than such date.
  - (iii) the banker's guarantee must remain valid till six (6) months after the expiry of the Contract (including all extensions thereof), or the date when all obligations of the Contractor under the Contract have been performed and discharged to the satisfaction of the Government Representative, whichever is later.
- (c) The Government shall, without prejudice to any other rights and remedies of the Government, have the right to deduct from the Contract Deposit paid in cash, cheque, cashier's order, or call on the banker's guarantee, to recover the amount of any and all costs, losses, damages or expense, suffered by the Government as the direct or indirect result of any breach of the Contract by the Contractor with or without the Contract being terminated.

- (d) If any deduction shall be made by the Government from the Contract Deposit during the continuance of the Contract, the Contractor shall, within fourteen (14) days of such deduction, deposit a further cash, cheque, cashier's order or provide a further banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit. The further banker's guarantee must comply with the requirements in sub-clause (b)(i) to (iii) and shall come into effect on the date of its execution.
- (e) If the Contractor fails to make up the deduction in accordance with sub-clause (d) above, the Government may at liberty to set-off the said amount against any sums due or payable to the Contractor by the Government under this Contract or otherwise and/or immediately terminate the Contract by notice in writing to the Contractor without prejudice to any claims that the Government has or may have in respect of any loss, damages, claims or any liability that may be incurred by the Government as a result of the Contractor's default.
- (f) Upon the expiry or termination of the Contract, the Government shall return to the Contractor without interest the balance of the cash deposit after having deducted therefrom any sum due from the Contractor to the Government and when all the Contractor's obligations have been observed and complied with to the satisfaction of the Government Representative, or if a banker's guarantee is provided, such banker's guarantee shall be discharged or released.

## **25. Termination of Contract**

- (a) The Government may forthwith terminate the Contract without prejudice to any other rights which the Government has or may have if: -
  - (i) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within fourteen (14) days or such other period as provided in this Contract or as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the Government's intention to terminate the Contract) so to do, to remedy the breach; or
  - (ii) the Contractor unduly delays the performance and completion of the Services or any part thereof, or unduly delays the placing of necessary material and equipment orders as set out in Contract Schedule 2; or
  - (iii) the Contract shall pass a resolution or the court shall make an order for its liquidation or a petition is filed for the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation that is

- previously approved by the Government in writing or the Contractor becomes insolvent or makes any composition or arrangement with creditors; or
- (iv) a receiver has been appointed over any of the Contractor's assets or a distress or execution shall be levied or enforced upon or taken out against any of the Contractor's chattels, properties or assets and shall not be discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
  - (v) the Contractor stops payment to creditors generally or is unable to pay its debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction); or
  - (vi) the Contractor assigns or purports to assign any or all the burden or benefits of this Contract without the prior written consent of the Government; or
  - (vii) the Contractor is in material breach of and/or has committed repeatedly breaches of any of his obligations under the Contract; or
  - (viii) the Contractor is found to have made false declaration or untruthful revelation in, including but not limited to, its record of conviction of offences under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Criminal Procedure Ordinance (Cap. 221) or the Mandatory Provident Fund Schemes Ordinance (Cap. 485) as stated in the tender submission by the Contractor during the tendering process; or
  - (xi) the Contractor is found to have employed any person who is forbidden under the laws of Hong Kong or not permissible for whatever reasons to undertake any employment in Hong Kong, whether for this Contract or any other contracts, or to have aided and abetted another person to breach his condition of stay; or
  - (x) the Contractor obtains three Demerit Points under this Contract; or
  - (xi) the Contractor is convicted of any offence under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Occupational Safety and Health Ordinance (Cap. 509), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) and the Occupational Retirement Schemes Ordinance (Cap. 426) in relation to this Contract; or
  - (xii) the Contractor fails to secure and maintain all required insurance; or
  - (xiii) the Contractor fails to make up the deduction in accordance with Clause 24(d) of the Conditions of Contract.
- (b) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.

- (c) Notwithstanding anything herein to the contract, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one month's prior written notice of such termination. The Government shall not be responsible for any loss or damage to the Contractor arising from such termination of Contract.

## **26. Consequences of Termination**

- (a) The Contractor shall as soon as practicable after termination or expiry of the Contract at its expenses deliver and hand over to the Government all the records and documents relating to the Contract in whatever medium which are in the custody control or possession of the Contractor or its sub-contractors or agents. The Contractor shall also deliver up to the Government vacant possession of any office space or storage space in the Contract Area used or occupied by the Contractor under Clause 29 of the Conditions of Contract in a clean and tidy condition (fair wear and tear excepted). The Contractor shall provide all such assistance as the Government may request from time to time after the Termination to ensure an orderly and effective transition of the provision of the Services to the Government or another contractor to be appointed by the Government Representative and/or completion of any work-in-progress.
- (b) The Government shall be entitled to recover all losses, damages, costs and expenses including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s), if any, upon the Contractor's breach of Clause 25(a) above, and shall have the right to deduct any money due to the Contractor under the Contract and under any other Government contracts (if there are any) for recovering the above losses, costs and expenses.
- (c) In the event of termination of contract for whatever reason, the Government shall not be required to make any further payment to the Contractor in accordance with the Clause 17 of the Conditions of Contract.
- (d) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination.

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

- (a) The Government Representative shall permit the Contractor to use free of charge water supplies and to consume electricity made available at the supply points installed at the Contract Area for the purpose of provision of the Services. The Contractor shall warrant and undertake to the Government that it has made known to all 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.

- (b) The Contractor shall ensure that all Contractor's Employees exercise their utmost care in the use of the water or electricity supplies to avoid wastage and damage to Government property. The Contractor shall not use any electrical equipment in such manner that will overload the fuses in the electricity supply of the Contract Area. Particular attention must be given to the maintenance of cleansing equipment in order that it does not run below rated speed and draw excessive electricity current. Double adaptors shall not be permitted.
- (c) Permission to use the said water and electricity supplies shall cease at the end or sooner determination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.
- (d) Wrongful use of water or electricity supplied by the Government shall entitle the Government Representatives to revoke the permission granted under Clause 27(a) 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.
- (e) The Contractor shall adopt the green measures in the Green Guidelines for Cleansing Services developed by the Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 8 in using the electricity and water supplies for the performance of the Services.

## **28. Government Property**

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

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

- (a) The Government may at its sole discretion provide free of charge office and/or storage space within the Contract Area for use by the Contractor's Employees, or for the storage of the tools, equipment and materials employed in the Services provided that: -
  - (i) such use shall cease at the end or upon termination of the Contract, or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor;

- (ii) the Contractor shall keep the said office or storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate;
  - (iii) no fixtures, fittings or alteration shall be erected at or made to such office or storage space except with the Government Representative's prior consent in writing; and
  - (iv) the Contractor shall, upon termination of the Contract or on demand, remove at its own costs as soon as practicable, all fixtures or fittings erected at such office or storage space and restore the same to its original state. If the Contractor shall fail to do so within a reasonable time, the Government shall be entitled to remove and dispose of any properties, chattels, fixtures or fitting left uncollected in the Contract Area in any manner deemed appropriate by the Government Representative (including sale and abandonment) and that no compensation will be made to the Contractor. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of this Clause shall be recoverable as a debt due from the Contractor.
- (b) The safety of any tools, equipment and vehicles used by the Contractor and brought alongside or onto Government premises shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises caused by such tools, equipment and vehicle.
- (c) The Contractor shall not use any space provided to it by the Government for conducting any fee-charging activities.
- (d) Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the Contractor.
- (e) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative at all reasonable time.
- (f) The Contractor shall ensure that all Contractor's Employee shall not gain or attempt to gain access to any other parts of the Contract Area except as specified in the Service Requirements in Contract Schedule 2 or except as may be specifically authorized by the Government Representatives from time to time.
- (g) The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Government premises shall be the responsibility of the Contractor who shall indemnify the Government in respect of any loss or damage to any Government premises caused by such craft, vessel and vehicle.
- (h) Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents and sub-contractors who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those

persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.

- (i) The Contractor shall ensure that while any of the Contractor's employees, agents and sub-contractors is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- (j) The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.
- (k) In the event that the Contractor fails to comply with this Clause 29 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 25(a) of the General Conditions of Contract.

### **30. Non-Exclusivity**

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

### **31. Confidential Information**

The Contractor shall treat as confidential all information supplied by the Government under this contract which is designated as confidential by the Government or which is by its nature clearly confidential provided that this Clause shall extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to this contract or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause). The Contractor shall not divulge or use any confidential information except for the purpose of the Contract. The Contractor shall ensure that its employees are aware of and comply with the provisions of this Clause. The Clause shall survive termination of this Contract.

### **32. Corrupt Gifts**

- (a) The Contractor shall prohibit its employees, agents, and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with this Contract.
- (b) If the Contractor or any of the Contractor's Employees, its agents or sub-contractors breach sub-clause (a) above or is convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201), the Theft Ordinance (Cap. 210) or the Crimes Ordinance (Cap. 200) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any

compensation therefor. Suspected bribery cases would be reported to the Independent Commission Against Corruption (ICAC) for investigation.

- (c) The Contractor shall be liable for all expenses incurred by the Government as a result of the termination of the Contract under this Clause.
- (d) The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 27(a) above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

### **33. Publicity**

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

### **34. Service of Notice**

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

	<u>Address</u>	<u>Fax. No.</u>
(i) the Government:	PB2, Plant Protection Section, Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, New Territories.	(852) 2679 5443

	<u>Address</u>	<u>Fax. No.</u>
(ii) the Contractor:	As stated in Appendix A to Terms of Tender	As stated in Appendix A to Terms of Tender

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

- (i) if sent by personal delivery, upon delivery to the relevant address; or
- (ii) if sent by post, five (5) business days (for local post) and ten (10) business days (for overseas post) after the date of posting; or
- (iii) if sent by facsimile, when dispatched with confirmed transmission receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by facsimile machine used for such transmission; or
- (iv) if sent by e-mail, on the date of transmission.

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

(a) The Contractor shall: -

- (i) submit, seven (7) days before each month, a monthly cleansing programme and work schedule (including but not limited to the planned roster of the Cleaners, names of Cleaners on-duty and their areas of responsibility) in respect of each working day;
- (ii) provide an attendance log system (i.e. log-book record or other system) in such manner and at such location(s) as may be approved by the Government Representative to monitor the attendance of the Contractor's Employees at the Contract Area;
- (iii) ensure the Contractor's Employees to use the attendance monitoring system to keep proper attendance records; and
- (iv) make available such attendance records, (which upon request by the Government Representative shall be verified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50)), for inspection by the Government Representative at any time.

(b) The Contractor shall, when providing the Services during the Contract Period, at its own expense adopt or provide:

- (i) the cleansing equipment, materials and tools; and
- (ii) the methods and materials set out in the Service Requirements in Contract Schedule 2.

- (c) All cleansing equipment, materials and tools shall be available for inspection and trial use by the Government Representatives.
- (d) 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.
- (e) All cleansing equipment, materials and tools must be properly stored away after use so as not to be unsightly or cause obstruction.
- (f) 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 Area.
- (g) All cleansing chemicals must be environmentally friendly. The Contractor shall not use any cleansing chemicals of corrosive nature which may cause any personal injury or property damage to the Contract Area, the Contractor's Employees, or any person in or near the Contract Area.
- (h) The Contractor shall not use any abrasive materials for cleansing porcelain, stainless steel and fiberglass surfaces.
- (i) The Contractor shall ensure that all the Contractor's Employees and agents exercise their utmost care to avoid contamination to the electrical fittings and flower beds with detergents, cleansing agent or any liquid during performance of the Services.
- (j) The Contractor shall provide and display at its own expense warning signs bearing the words "Cleansing Work in Progress (清潔進行中)", "Beware of Wet Floor (小心地滑)" and "Caution! Cleansing Work in Progress (小心! 清潔進行中)" as appropriate.

**36. Monies or Valuables Found by the Contractor's Employees**

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

**37. Entire Agreement**

The Contract supersedes all prior agreements, arrangement and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof. Unless the terms of the Contract provide to the contrary, no addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties hereto for and on its behalf. All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

**38. Relationship of the Parties**

The Contractor enters into the Contract with the Government as an independent contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, or a joint venture between the Government and the Contractor. The Contractor shall not represent itself and shall ensure the Contractor's Employees and all its other employees, sub-contractor (if any) and agents shall not represent themselves, as employee, servant, agent or partner of the Government.

**39. Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit themselves to the jurisdiction of the courts of Hong Kong in relation to any matters or dispute arising out of or in connection with or in relation to the Contract.

**40. Waiver and Severability**

- (a) No failure by either party to exercise and no delay by either party in exercising any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right or remedy; and the rights and remedies of each party herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity. Without limiting the foregoing, no waiver by either party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- (b) Without prejudice to the generality of Clause 40(a) above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and,

without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

- (c) If at any time, any provision of the Contract is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the remaining provisions of the Contract shall not be affected or impaired thereby.

#### **41. Disputes**

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

#### **42. Complaints/Enquiries Handling**

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

#### **43. Information/Data Handling**

The Contractor shall ensure that all their employees/staff will not disclose any information/data collected during the service period, including verbal and written records in any format, to any unauthorized third party. The information/data collected shall be handled with diligent care.

#### **44. Matters in which the Decision of the Government Representative is Final**

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

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

the Government Representative shall state his decision thereon in writing and the Government Representative's said decision shall be final and binding upon the parties, provided that the



Government Representative shall have power to cancel any such decision and to substitute it with any other decision thereof.

#### **45 Review of the Management Plan and Work Plan**

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

#### **46 Contracts (Right of Third Parties) Ordinance**

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

#### **47. Assistance in Legal Proceedings**

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

#### **48. Retention of Records**

The Contractor shall keep and maintain until seven (7) years after the expiry of the Contract, or such longer period as may be agreed by the Parties, full and accurate records in relation to the Contract including the Services provided under it, all expenditure reimbursed by the

Government, and all payments made by the Government. If requested by the Government, the Contractor shall afford the Government or its representative or authorised person access to the records and to make and retain copies thereof as may be requested by the Government or its representative or authorised person.

**49. Order of Precedence**

In the event of, and only to the extent of, any conflict or inconsistency amongst or between any provisions of the Contract, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) the Service Requirements;
- (b) the Schedules;
- (c) the Conditions of Contract;
- (d) the Terms of Tender;
- (e) the Interpretation;
- (f) other Tender Documents which forms part of the Contract; and
- (g) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

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

ACCOUNTANT'S STATEMENT FOR PAYMENT APPLICATION

REQUIRED UNDER CONTRACT NO. \_\_\_\_\_IN RELATION TO THE CONTRACTOR'S PAYMENT APPLICATION NO. \_\_\_\_\_

FOR THE MONTH : 20\_\_

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

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

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

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

## Annex A

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

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

CONTRACT NO. \_\_\_\_\_

FOR THE MONTH: \_\_\_\_\_

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

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

\* Committed wages means wage as set out in Contract Schedule 5 by successful Tenderer.

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

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

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

\_\_\_\_\_  
(※Accountant's Name)

\_\_\_\_\_  
(Date)

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

Conditions of Contract

Tender Ref.: AFCD/PPS/1/22

**PART 3**  
**Annex and Contract Schedules – Table of Content**

Contract Schedule 1	Definition	110
Contract Schedule 2	Service Requirements	111
Contract Schedule 3	Facilities at Tai Lung Experimental Station and Sketch Maps	119
Contract Schedule 4	Price Schedule – Rates of Charge for the Provision of the Services	125
Contract Schedule 5	Staffing Schedule and Monthly Wage for Cleaners	126
Contract Schedule 6	Code of Conduct for the Contractor’s Employees	127
Contract Schedule 7	Management Plan, Work Plan, Contingency Plan and Innovative Suggestions	129
Contract Schedule 8	Green Guidelines for Cleansing Services	130

**Contract Schedule 1****Definition**

- (a) “Refuse” in this Contract includes:
- (i) Any cut grass, dirt, dust, ashes or paper;
  - (ii) Any glass, china, earthenware or tin;
  - (iii) Any plaster, concrete, mortar, wood, fallen trees, twigs and branches, fallen leaves, sawdust, planting media, plastic, construction material, or excavated material;
  - (iv) Any rubbish or debris;
  - (v) Any discarded plastic sheet, net, pipes, wiring and building materials associated with farm or previously used on cultivation fields; and
  - (vi) Any filth, manure, dung, excretal matter and any other offensive, noxious or obnoxious matter or liquid.
- (b) “Cleansing” in the contract means keeping the entire experimental station including grounds, offices, buildings, toilets and other utility areas free of refuse, overgrown grass and wild growth. This includes regular mowing of grass, trimming of hedges and shrubs, cleaning of drainage channels, cleaning of rainwater drainage channels of buildings, cleaning of roof tops, cleaning of water storage tank and fountain, cleaning of office toilets and bathrooms (which includes washing and scrubbing of floors, walls, urinals, hand-wash basins, water flush tanks, sitting pans with covers), office doors, ceilings gates, windows, furniture and electrical appliances. In addition, the Contractor shall arrange for removing from the Tai Lung Experimental Station and disposing properly of any refuse not collected by the Food and Environmental Hygiene Department or organization responsible for carrying out routine collection service.
- (c) “Item 1” under this Contract refers to Provision of Cleansing Services to Crop Development Division of Tai Lung Experimental Station and Tai Lung Uniform Store.
- (d) “Item 2” under this Contract refers to Provision of Cleansing Services to Animal Health Division of Tai Lung Experimental Station.

## **Contract Schedule 2**

### **Service Requirements**

The Contractor shall provide cleansing services to the Contract Area in Tai Lung Experimental Station (TLES) (as specified in Contract Schedule 3) during the whole Contract Period in accordance with this Contract Schedule 2.

#### **Part I - Qualification Requirements of the Contractor's Employees**

The Contractor shall deploy the Contractor's Employees of the following qualifications, capabilities and experience to carry out their duties under the Contract: -

	<b>Rank</b>	<b>Qualification and Other Requirements</b>
(a)	Contract Manager	(i) possess a minimum of two (2) years' experience in management of contracts for cleansing services; and (ii) be able to write and speak fluent English and Chinese.
(b)	Cleansing Supervisor	(i) possess a minimum of five (5) years' experience in cleansing and gardening services, three (3) years of which must be in the capacity of a supervisor or foreman; (ii) be familiar with operating brush cutter and chainsaw; (iii) should have training certification on occupational safety and health in tree works; and (iv) be able to speak fluent Cantonese.
(c)	Cleaner	(i) be physically fit to carry out cleansing, grass cutting by using brush cutter, tree trimming and related tasks; and (ii) be able to speak fluent Cantonese.

#### **Part 2 - Responsibilities/Duties of the Contractor's Employees**

##### **(a) Contract Manager**

The Contract Manager shall be responsible for:

- (i) Responding promptly to any queries raised and implementing instructions given by the Government Representative in relation to the provision of the Services on behalf of the Contractor;
- (ii) Attending meetings and discussions with Government Representative in relation to the provision of Services as required by Government Representative; and
- (iii) Giving proper training, supervision and guidance to the Cleaners and Cleansing Supervisor in performing the Services.

##### **(b) Cleansing Supervisor**

The Cleansing Supervisor, who shall be one of the Cleaners shall in addition to his general cleansing duties, also be responsible for:

- (i) Coordinating and overseeing the Cleaners in their execution of general cleansing and other related tasks at the Contract Area in accordance with the Service Requirements;

- (ii) Liaising with the Government Representative on the timing and other arrangements for carrying out specific cleansing and gardening tasks;
- (iii) Reporting daily to the Government Representative on the execution of general cleansing and gardening tasks at the Contract Area under the Contract; and
- (iv) Keeping a log book of the daily attendance record of each Cleaner.

(c) Cleaner

The Cleaners shall be responsible for performing the cleansing, gardening and related tasks at the Contract Areas as assigned by the Contractor.

### Part 3 – Services to be provided

1. The Contractor shall provide the number of cleaners as stipulated below daily to perform the service. One of them shall be an officer-in-charge grade who can liaise directly with the representative of Tai Lung Experimental Station concerning daily assignment.

	No. of Months	No. of cleaners
Item 1	(i) From April to October during 36 months contract	(i) 7
	(ii) From November to March during 36 months contract	(ii) 5
Item 2	36 months	2

The contract manager or cleansing supervisor shall be able to be contacted daily between 8:00 a.m. and 5:00 p.m. and be available for site inspection, normally one to two times a month. Such authorized representative shall be in full charge of the services and shall receive on behalf of the Contractor directions and instruction from the representative of Tai Lung Experimental Station.

2. All Contractor's employees should work exclusively for this Contractor on the basis of 8 working hours per day between 8:00 a.m. and 5:00 p.m.
3. The Contractor shall maintain tidiness of the entire ground within Tai Lung Experimental Station by regular grass cutting, clearing of drainage channels, clearing of rainwater drainage channels and roof tops of building, hedges and shrubs trimming; cleansing of roads, car parks, water storage tank, fountain and other open spaces.
4. The Contractor shall clean all offices, building, toilets and bathrooms and utility area.
5. The Contractor shall arrange to put refuse tidily at refuse collection sites, remove the refuse from Tai Lung Experimental Station and dispose of any refuse not collected by the Food and Environmental Hygiene Department or organization responsible for carrying out routine collection service.
6. The Contractor shall provide recycling bins at refuse collection sites for the collection of waste



metals, plastic items and other recyclables, and required to co-ordinate the delivery of such materials from Tai Lung Experimental Station to recycling facilities and make proper records where appropriate.

7. The Contractor shall conduct emergency ground maintenance duties such as clearance of fallen trees.
8. The Contractor shall perform the cleansing service in accordance with the details and frequency as stipulated in Part 8.
9. The Contractor shall supply and maintain at its own cost for all the mosquito control and other pest control equipment, tools and material including but not limited to fogging machines, pneumatic sprayers and dusters, pesticides, brooms, trolleys, receptacles, plastic bags and grass cutters for use by the workers employed by it for the performance and maintenance of the Contract.
10. The Contractor shall supply and maintain at its own cost for all the rodent control equipment tools and materials including but not limited to traps, torches, tongs for picking dead rodents, tool boxes, plastic bags, cement, baiting boxes, pesticides and rodenticides for use by the workers employed by it for the performance and maintenance of the Contract. The contractor shall also provide proper records of inspection and operation information (including location of trapping/baiting, number of live/dead rodent collected, etc.), at the request of Government Representative, for the monitoring of rodent control work as well as reviewing rodent infestation situation.

#### **Part 4 – Provision of Mobile Phone Contact of Contract Manager and Cleansing Supervisor**

The Contractor shall provide the Cleansing Supervisor and the Contract Manager with mobile phones, and shall provide the Government with the numbers of such mobile phones immediately on the commencement of the Contract Period to ensure that the Government can effectively contact the Cleansing Supervisor and Contract Manager at all times during the Contract Period.

#### **Part 5 - Supply of Cleansing Materials, Equipment and Tools for use by the Cleaners**

- (a) The Contractor shall provide all cleansing materials, cleansing equipment, tools and pails, ladders, farm equipment, machines, fuel and heavy duty equipment necessary to Cleaners for proper and efficient performance of the Services. All cleansing equipment, materials and tools shall be of a type approved by the Government Representative. The Contractor shall provide the following cleansing items:

- (i) The plastic bags used for collecting refuse of fallen leaves shall be made of degradable or recycled materials. The material of the biodegradable plastic litter bags shall be Low Density

Polyethene “LDPE” made from 60% recycled plastic content with additive added or biodegradation. The product shall be biodegradable and passed an internationally recognized biodegradability test with a valid test report. A valid certificate of compliance and / or test report issued by an independent laboratory or testing centre shall be furnished to Government by the Contractor to prove that items offered fully comply with the above bio-degradability requirements. ***Failure to submit such test reports and certificates together with the tender shall render the tender invalid;***

- (ii) All toilet cleansing materials and tools, such as liquid detergent, towel, mop, boom, cleansing powder, pails, ladders, goggles, gloves, face mask, bleach etc. necessary for the proper performance and cleanliness of the work to the satisfaction of Government Representative;
- (iii) Uniforms with company name/logo of the Contractor for all Contractor’s Employees working at the Contract Area;
- (iv) Safety reflective vests for Cleaners working along roadside; and
- (v) Heavy duty type equipment and tools listed in the following table:

Description of equipment		Number not less than
1.	Pressure washer with water ejector, output not less than 130bar	1
2.	Ladder, retractable reaching up to 3 metres high	1
3.	Brushcutter, output not less than 1kW	4
4.	Lawn Mower, output not less than 4kW	1
5.	Chainsaw, bar length 16”	1
6.	Pole Pruner, bar length 12” with retractable reaching up to 3 metres high	1
7.	Blower, output not less than 1kW	1
8.	Hedge Trimmer, output not less than 1kW	1

- (b) The Contractor shall promptly replace at its own costs any of these equipment in use as and when required by the Government Representative. The Contractor shall be liable for any loss of or damage howsoever caused to such equipment, materials, tools or vehicles belonging to the Contractor and used for or in connection with the performance of the Services.
- (c) The Contractor shall manage the uses of these cleansing equipment, materials and tools in the following manner:
  - (i) All cleansing equipment, materials and tools shall be clean, safe, of good condition, free of excessive noise, odour or emission, and properly maintained.
  - (ii) All cleansing equipment, materials and tools should be properly stored away after use in locations assigned by the Government Representative so as not to be unsightly or cause

obstruction.

- (iii) All cleansing chemicals must be environmentally friendly. No cleansing chemical of corrosive nature which may cause any personal injury or property damage to the natural environment in TLES, the Cleaners or any person in or near the Contract Area should be used. The Contractor should ensure that all its Cleaners exercise their utmost care to avoid contamination to the natural environment in Contract Area with detergents, cleansing agent or any liquid during performance of the Services. The Contractor shall adopt the Green Guidelines for Cleansing Services developed by the Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 8 in the performance of the Services.

### **Part 6 - Supply of Hand Wash, Toilet Paper and Signage in Toilet**

- (a) The Contractor shall, at its own cost or expense, supply and ensure continuous supply of:
  - (i) disinfectant hand wash to the dispensers (The hand wash shall be neutral and harmless in nature complying with the requirements of the legal provision and other relevant legislative provision in public health); and
  - (ii) toilet paper in white colour with soft double-ply tissue at all the toilets found in the Contract Area.
- (b) The Contractor shall provide and display at its own expense notice signs as appropriate, including but not limited to those bearing the words “Cleansing Works in Progress (清潔進行中)”, “Beware of Wet Floor (小心地滑)”, “Caution! Cleansing Work in Progress (小心!清潔進行中!)” in connection with the performance of the Services in all public toilets found in the Contract Area.

### **Part 7 – Site Record, Return and Report**

- (a) The Contractor shall keep and submit record showing in details the Service performed each day.
- (b) The Contractor shall keep daily attendance record of cleaner(s) on site.
- (c) The Contractor shall submit the Employment Contract (or Trainees Agreement for PWDs of NGO) of each cleansing worker on site.
- (d) The Contractor shall submit the monthly wage slip/receipt for each employee engaged for the execution of this contract.
- (e) The Contractor shall provide any information and documentation as may be requested by the Government Representative relating to the provision of the service.
- (f) The Government Representative may prescribe the form of the Contractor’s reports, records and schedules required under the clauses of this Contract.
- (g) The Contractor shall, as and when called upon to do so by the Department, make available to him, or such other person as he may direct, such information which may be within the Contractor’s knowledge and which the Department considers necessary to enable him to keep and maintain his site records properly; the Contractor shall deliver to the Tai Lung

Experimental Station of the Agriculture, Fisheries & Conservation Department either by fax. No. (852) 2679 5443 or in person, a return in such form as the Department may prescribe showing in detail the number of day labours employed on the site for a particular period as the Department may require.

### Part 8 – Schedule of Service Required

No.	Job Description (Both Items 1 & 2)	Minimum Frequency
1.	Cutting of Grass. (Please refer to Sketch Map 4)	April – October: At least once every 3 weeks. November – March: At least once every 6 weeks.
2.	Clearing of Drainage Channels. (Please refer to Sketch Map 3)	April – October: At least once every 3 weeks. November – March: At least once every 2 months.
3.	Clearing the rainwater drainage channels and roof top of offices, structures & buildings. (Please refer to Sketch Maps 2 & 3)	At least once every 6 months.
4.	Pruning and Trimming of hedges & shrubs and to ensure no climbing plants & wild growth cling to any hedges and shrubs. (Please refer to Sketch Map 4)	April – October: At least once every month. November – March: At least once every 2 months.
5.	Cleansing of roads, car park, and other open spaces (excluding cultivated areas). (Please refer to Sketch Map 5)	At least once a week.
6.	Cleansing of water storage tank. (Please refer to Sketch Map 2)	At least once a year.
7.	Cleansing of fountain. (Please refer to Sketch Map 2)	At least once every 3 months.
8.	Cleansing of toilets and bathrooms (total 7 nos.). (Please refer to Sketch Map 3)	At least once every working day.
9.	Cleansing of offices (including laboratories, pantry & seminar room) & buildings (mainly stores). (Please refer to Sketch Map 2)	At least once every working day for offices and once biweekly for buildings. (Light shields should be cleansed at least twice a year, ceiling & air-conditioner filters once bimonthly.)
10.	Cleansing of offices' & buildings' windows. (Please refer to Sketch Map 2)	At least once per month.
11.	Provision of stationed man-power to do heavy works e.g. moving of panels, tables, cupboards etc., on special occasions.	Required as necessary.
12.	Arrangement for disposal of all “refuse” defined in Contract Schedule 1 of the special conditions of contract generated from the cleansing work and the conveyance of recyclable materials	Daily for collected refuse except the recyclable materials, and weekly or required as necessary for recyclable materials
13.	Conducting emergency duties before and after natural disasters.	A team of sufficient manpower should stand by in case of emergency and the team should turn up or report to Tai Lung Experimental Station

		within 4 hours.
14.	Conducting Rodent & Mosquito control measures	
	- Conducting Mosquito control operation (Please refer to item 8 of Part 3)	Biweekly or required as necessary.
	- Conducting Rodent control operation (Please refer to item 9 of Part 3)	Required as necessary.
15.	Any other minor duties relating to the ground maintenance of the station.	Required as necessary.

No.	Additional requirement for Item 1	Minimum Frequency
1.	Waxing Service for office PB435.	At least once every 6 months.

No.	Additional Requirement for Item 2	Minimum Frequency
1.	Cleansing of offices, pantry and shower room. (Please refer to Sketch Map 2)	At least once every working day.
2.	Cleansing of offices' & buildings' windows. (Please refer to Sketch Map 2)	At least once every month.
3.	Cleansing of drainage channels. (Please refer to Sketch Map 3)	April – October at least once every 2 weeks. November – March at least once per month.
4.	Cleansing of open space & car park. (Please refer to Sketch Map 5)	At least 3 times a week.
5.	Cleansing of open areas outside the offices / buildings. (Please refer to Sketch Map 5)	At least once every working day.
6.	Cleansing of disinfection pool. (Please refer to Sketch Map 2)	At least once every working day (remove all the water from the pool in the morning of every working day, clean off the dirt and fallen leaf, and then refill the pool with water.
7.	Cleansing of toilets. (Please refer to Sketch Map 3)	At least once every working day

### Part 9 – Provision of Personal Protective Equipment to workers

- (a) For workers who need to undertake outdoor cleansing or horticultural work at the Site, the Contractor shall provide the workers with wide-brimmed hats for protecting them against sunshine. In addition, the Contractor shall provide them, upon request, with a pair of arm sleeves which are made of thin and vapour permeable fabric with Ultraviolet Protection Factor of at least 50.
- (b) The clothing provided by the Contractor should be light-coloured, air permeable and loose-fitting to enhance heat dissipation. For workers who need to undertake outdoor work in summer, the Contractor shall provide them with uniforms made of dry-fit fabric with moisture management treatment. The fabric must be thin knitting fabric providing good water vapour permeability and ultraviolet protection function. The shirt shall be light-coloured and loose-fitting. (\*The shirt shall have retroreflective

strips. The design and specification of the shirt shall conform to BS EN ISO 20471: 2013 Class 2 or later version or equivalent standard.).

- (c) For workers who need to undertake outdoor cleansing or horticultural work, at the Site, the Contractor shall provide each of these workers, upon request, with a portable fan to increase air flow to the workers.
- (d) If the Contractor has a duty under this contract to provide portable fans or both portable fans and cooling arm sleeves to specified workers upon request, the Contractor shall also inform such workers of the availability of portable fans and cooling arm sleeves accordingly for their use upon their request.
- (e) The Contractor should fully provide the workers with training and information on prevention of heat stroke. The Contractor shall provide the workers with face masks and hand sanitizers for protecting them in epidemic outbreak period.

*Daily Working Hours (for every Monday to Friday, except Public Holidays), from 8:00 a.m. to 5:00 p.m. (including 1 hour for lunch)*

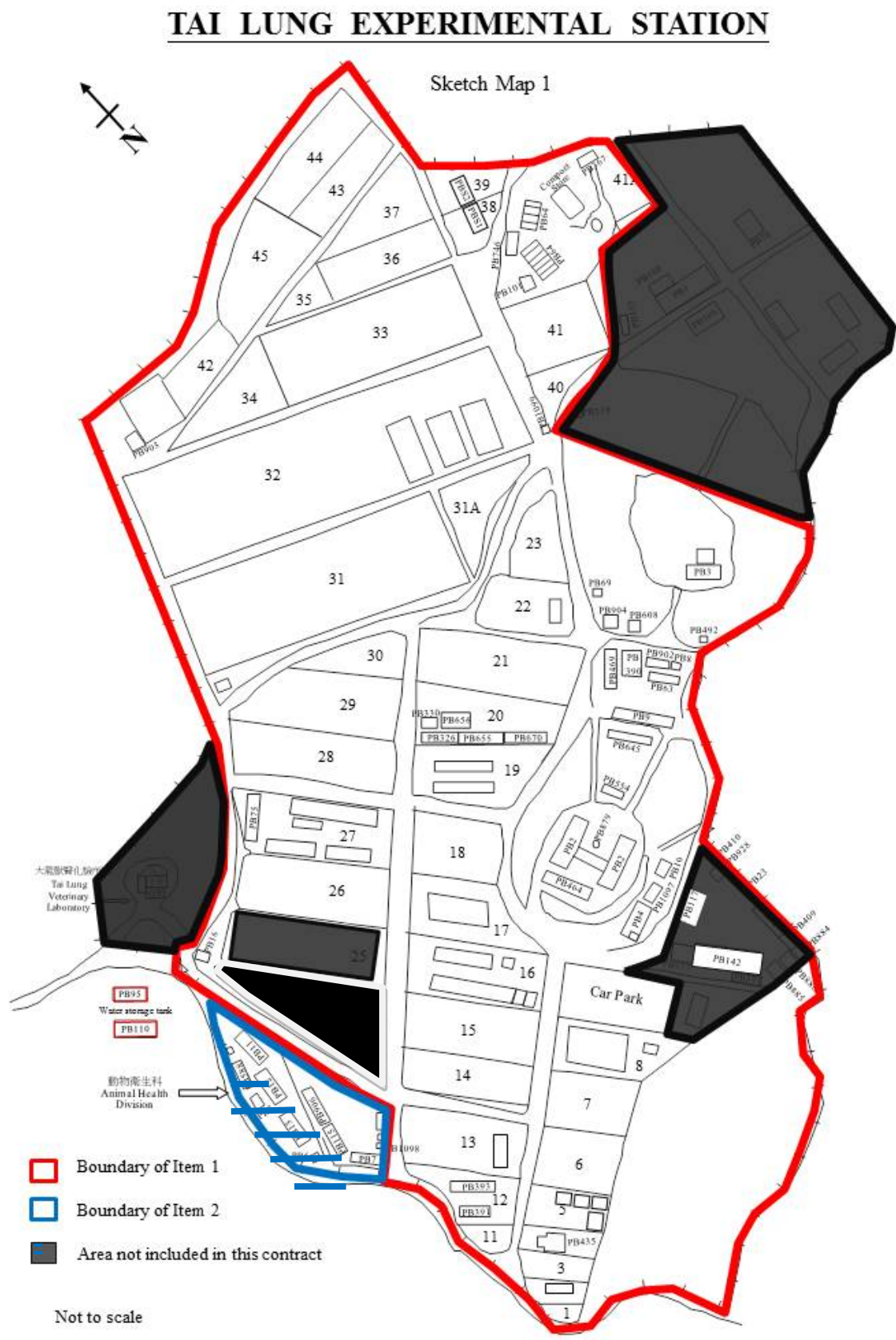
***Note : The frequency of the above services may be increased subject to actual need.***

**Contract Schedule 3**  
**Facilities at Tai Lung Experimental Station and Sketch Maps**

Total area of Tai Lung Experimental Station: approximately 15 hectares.

- |                    |   |
|--------------------|---|
| (1) Sketch Map 1 : | Boundary of Item 1 & Item 2.  |
| (2) Sketch Map 2 : | Location of offices, buildings, water storage tank, disinfection pool and structures to be cleaned. |
| (3) Sketch Map 3 : | Location of drainage channels to be cleaned, toilets and bathrooms to be cleaned.                   |
| (4) Sketch Map 4 : | Location of major areas for grass cutting and trimming of hedges.                                   |
| (5) Sketch Map 5 : | Location of roads, car park, and other open spaces to be cleaned.                                   |

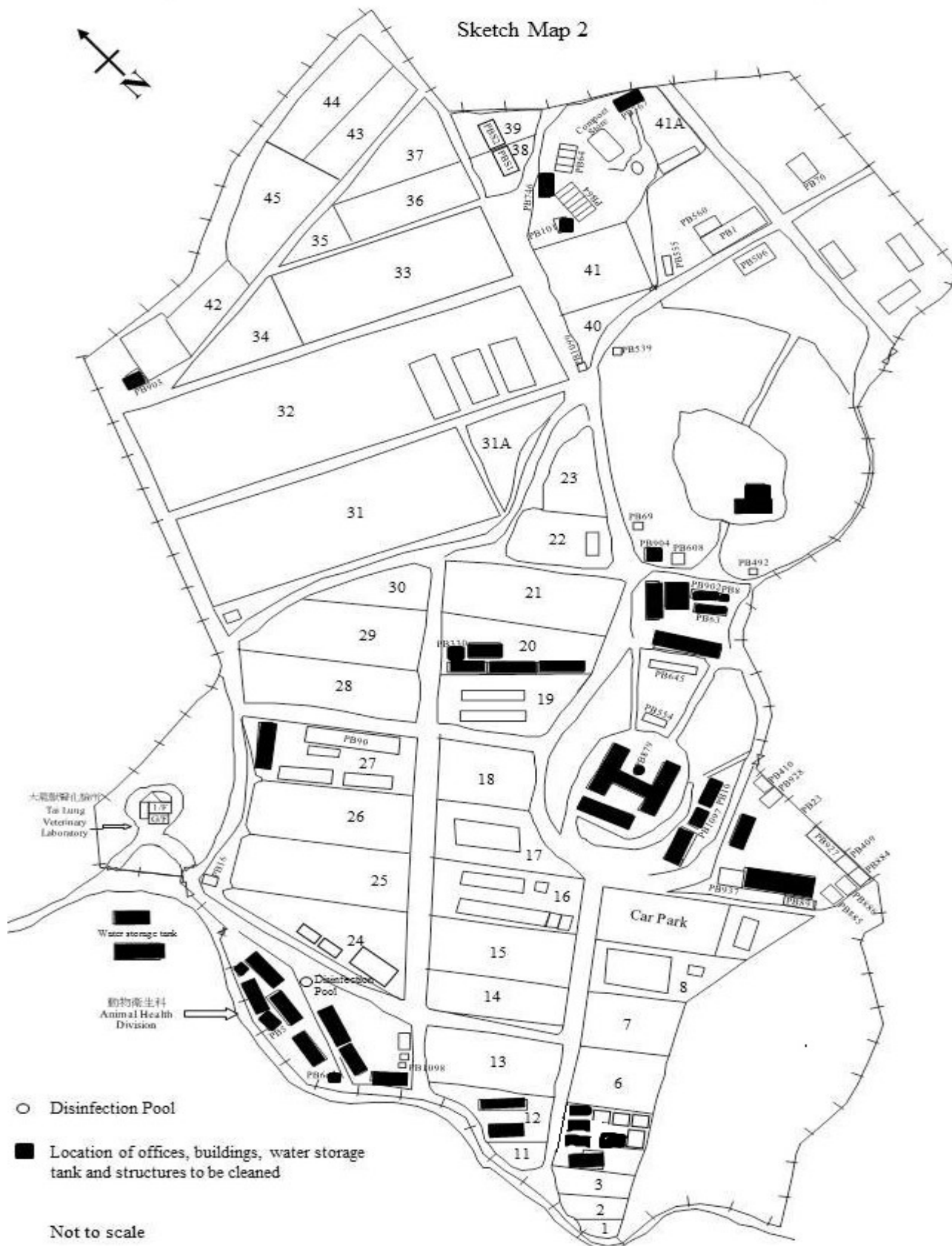
Sketch Map 1:





Sketch Map 2:

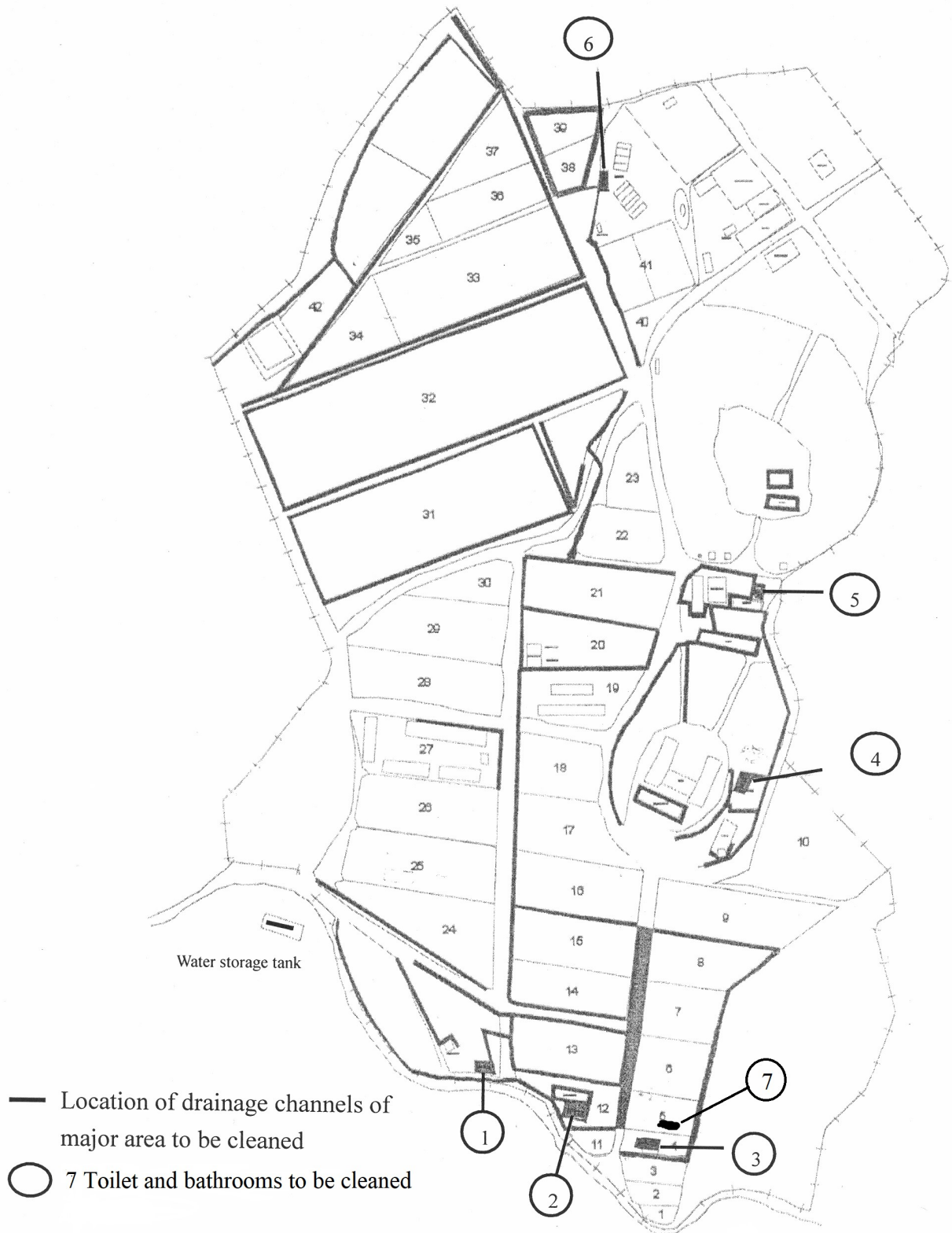
## TAI LUNG EXPERIMENTAL STATION



Sketch Map 3:

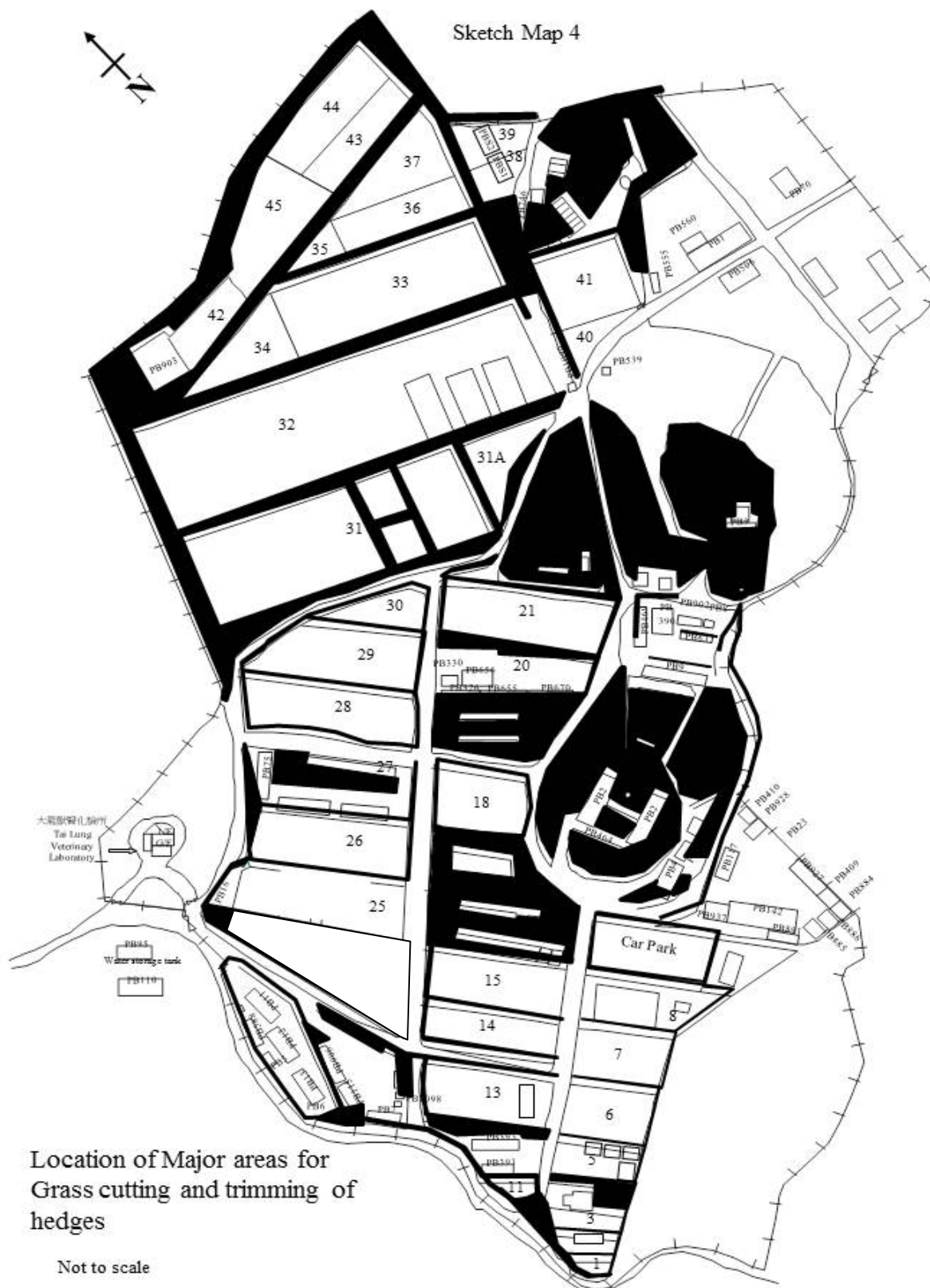
TAI LUNG EXPERIMENTAL STATION

Sketch Map 3

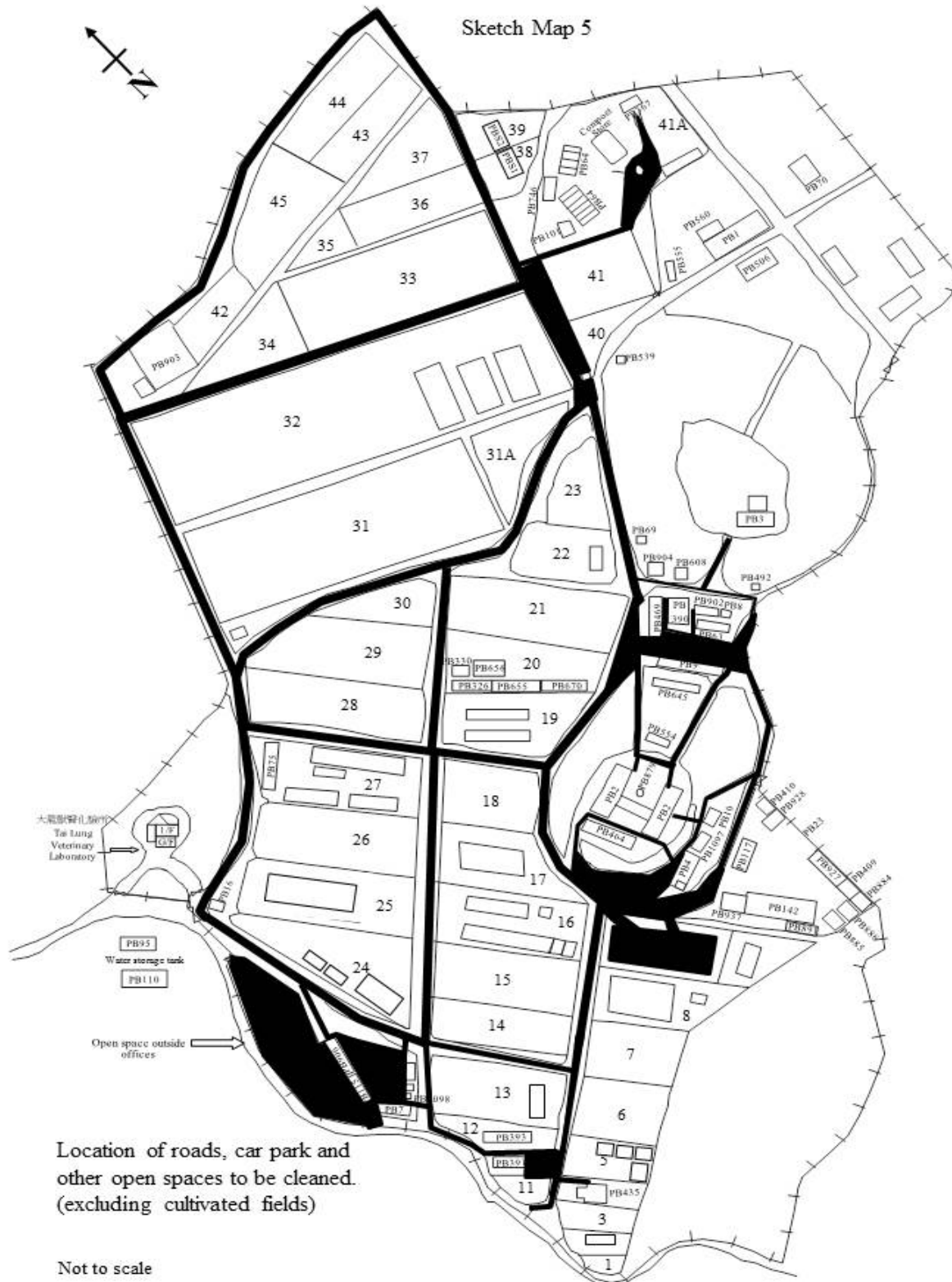


Sketch Map 4:

# **TAI LUNG EXPERIMENTAL STATION**



Sketch Map 5:

**TAI LUNG EXPERIMENTAL STATION**

**Contract Schedule 4**

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

**Contract Schedule 5****Staffing Schedule and Monthly Wage for Cleaners**

**(to contain the successful Tenderer's wage proposal for Cleaners and Cleansing Supervisors subject to such modification as may be agreed with the Government)**

The monthly wage payable to a Cleaner shall be HK\$ \_\_\_\_\_ calculated on the basis of 31 days per month, 5 normal working days per week, 8 hours a day and HK\$ \_\_\_\_\_ per hour.

The monthly wage payable to a Cleansing Supervisor shall be HK\$ \_\_\_\_\_ calculated on the basis of 31 days per month, 5 normal working days per week, 8 hours a day and HK\$ \_\_\_\_\_ per hour.

**Note:**

It is a contractual requirement of the Contract that the Contractor must pay each Cleaner and each Cleansing Supervisor not be less than the monthly wage of HK\$9,300 derived from the Statutory Minimum Wage (SMW) on the basis of thirty-one (31) days (twenty-three (23) maximum number of normal working days plus eight (8) paid rest days) per month and eight (8) hours of work per day.

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

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

or offer any money, gift or advantages to any Government employee, building user, visitor or member of the public. The Contractor's Employees shall also avoid accepting lavish or frequent entertainment from persons whom they may have contract in performing the Services under the contract.

6. The Contractor's Employees shall avoid any situation where their private interest conflicts with the discharge of their duties under the Contract or the perception of such conflicts. When actual or potential conflict of interest arises, the Contractor's Employee shall make a written declaration to the Government's Representative for approval.



**Contract Schedule 7**

**Management Plan, Work Plan, Contingency Plan and Innovation Suggestions**

**(to contain the successful Tenderer's technical proposal on**

- (a) Management Plan**
- (b) Work Plan**
- (c) Contingency Plan**
- (d) Innovation Suggestions**

**subject to such modification as may be agreed with or requested by the Government)**

**Contract Schedule 8**  
**Green Guidelines for Cleansing Services**

**1. Cleansing Products and Supplies**

- The Contractor should, as far as possible, use cleansing products that comply with the green specifications developed by Environmental Protection Department (EPD) & Government Logistics Department (GLD). A list of cleansing products with recommended green specifications as programulated by EPD is attached for reference. The latest details can be found at the following address:
- <http://epd.host.ccgo.hksarg/ERPurchase/index.html>.

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

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

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

## 2. Waste Recovery and Recycling Practice

- co-ordinate waste recycling for (including, but not limited to) paper, plastics and metals.
- Sort and store recyclable waste in recycling facilities.
- Engage waste recycling contractors for collection of recyclable materials or facilitate the collection by Government contractor.

## 3. Water Saving

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

## 4. Energy Saving

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

## 5. Staff Training

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