

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

Tender Ref. : AFCD/HTT/03/18

File Ref. : L/M (342/2017) in AF GR CPA 06/8/4

**TENDER FORM**

Contract No. :

**LODGING OF TENDER**

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

**“Tender for the Provision of Cleansing Services to  
Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park  
(Tender Ref: AFCD/HTT/03/18)”**

and addressed to the Chairman ..... Government Logistics Department Tender Opening Committee .....  
must be deposited in the ..... Government Logistics Department .....  
Tender Box situated at ..... Ground Floor, North Point Government Office, 333 Java Road, North Point, Hong Kong .....  
before 12:00 noon (time) on 19 March 2018 (date). Late tender will not be accepted.

**INTERPRETATION**

**PART 1 – TERMS OF TENDER**

**PART 2 – CONDITIONS OF CONTRACT**

**PART 3 – CONTRACT SCHEDULES**

**PART 4 – OFFER TO BE BOUND**


**PART 5 – MEMORANDUM OF ACCEPTANCE**

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

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

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

Dated this .....2<sup>nd</sup>..... day of.....February..... 20 .....18.....

  
(LEE Ying-ming)  
Government Representative  
Agriculture, Fisheries and Conservation Department

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### **Important Reminders for Tenderers**

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

#### **Checklist of documents to be completed and submitted**

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

- ☐ Part 1 Appendix A – Tenderer's Declaration
  - ☐ Section 1 Tenderer Portfolio
  - ☐ Section 2 Tenderer's Business Experience in Provision of relevant Cleansing Service
  - ☐ Section 3 Declaration of Conviction of Offences
  - ☐ Section 4 Election of method of Payment of Contract Deposit
- ☐ Part 1 Appendix B – Supporting Documents to be Submitted by the Tenderer
  - ☐ Copy of a valid Business Registration Certificate
  - ☐ Copy of the Certificate of Incorporation, the current Memorandum and Articles of Association and any other corporate documents evidencing Business status (where applicable)
  - ☐ Copy of documentary evidence of relevant experience of at least three years
  - ☐ Copy of certificate of insurance
  - ☐ Copy of certificate of compliance and / or test report for biodegradable plastic litter bags
- ☐ Part 1 Appendix C – Price Proposal **\*\*\***
- ☐ Part 1 Appendix D – Staffing Proposal and Wage Proposal for Cleaners
- ☐ 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 to Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park (Tender Ref.: AFCD/HTT/03/18)”**

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

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

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## INTERPRETATION

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

“AFCD”	means the Agriculture, Fisheries and Conservation Department;
“Cleaners”	means any one or more of the cleaners deployed by the Contractor pursuant to Part 1 of Contract Schedule 2 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 pursuant to Part 1 of Contract Schedule 1 for performing the supervisory duties under Contract Schedule 2 in the provision of the Services;
“Commencement Date”	means 1 June 2018, or such later date as may be specified in writing / in the Letter of Conditional Acceptance by the Government Representative;
“Contract”	means the contract made between the 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 Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park as delineated in the maps in Appendix I thereto, and include the Facilities described in Appendix Ia;
“Contract Deposit”	means the deposit as more particularly described in Clause 10 of the Terms of Tender and Clause 18 of the Conditions of Contract;
“Contract Manager”	means the individual appointed by the Contractor as Contract Manager pursuant to Part 1 of Contract Schedule 1 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 Contract;

“Contract Schedule”	means the schedules for the Contract for the provision of the Services attached to this invitation to tender;
“Contractor”	means the Tenderer whose tender has been accepted by the Government;
“Contractor’s Employees” or “Employees”	means the persons deployed by the Contractor to perform the Services, including the individuals who perform the duties of a Contract Manager, Cleansing Supervisor, and Cleaner;
“Demerit Point” or “Demerit Points”	means the demerit point as described in Clause 3(c)(v) of the Terms of Tender and Clause 8 of the Conditions of Contract;
“Facilities”	means all the facilities in the Contract Area as specified in Contract Schedule 2;
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Government”	means the Government of the Hong Kong Special Administrative Region of the People's Republic of China;
“Government Property”	means the tools, equipment, furniture and all other materials owned by the Government;
“Government Representative”	means the Director of Agriculture, Fisheries and Conservation of the Government or any officer from time to time authorised to act on his behalf for the purposes of the Contract;
“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to in Clause 8(c) of the Terms of Tender;
“Monthly Fee”	means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 12 of the Conditions of Contract subject to and after any deductions in respect of that month;
“Monthly Rate”	means the monthly rate for calculating remuneration for the Services as set out in 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;

“Refuse”	means all kinds of non-infection refuses: (a) Any dirt, dust, ashes or paper; (b) Any glass, glass fragments, china, earthenware or tin; (c) Any plaster, concrete, mortar, wood, timber, sawdust, plastic, construction material, or excavated material; (d) Any rubbish or debris; (e) Any filth, manure, dung, excreta and any other offensive, noxious or obnoxious matter or liquid; (f) Bulky items of junk and any other articles abandoned or washed ashore from the sea; (g) Any substance likely to constitute a nuisance;
“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 1 – “Service Requirements” and subject to all the terms and conditions of the Contract;
“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: < <a href="http://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2017.04.11.docx">http://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2017.04.11.docx</a> > for Chinese version or < <a href="http://www.afcd.gov.hk/english/tender/tender_rel/files/common/Standard_Employment_Contract_Eng_Rev2017.04.11.docx">http://www.afcd.gov.hk/english/tender/tender_rel/files/common/Standard_Employment_Contract_Eng_Rev2017.04.11.docx</a> > for English version;
“Statutory Minimum Wage”	means the hourly wage rate as specified in Schedule 4 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;
“Tender Closing Date”	means the latest date by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 6(b) of the Terms of Tender;
“Tender Document”	means the documents as specified in Clause 1 of the Terms of Tender;

“Tender Validity Period”	means the period of time mentioned in Clause 12 of the Terms of Tender during which a tender shall remain open;
"Tenderer"	means the company which has submitted a tender in response to this invitation to tender;

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; 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 working day means any day other than Saturdays and General Holidays; reference to a month or a monthly period refers to a calendar month.
8. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
9. Where a word or expression is defined in the Tender Document, the meaning of such word or expression extend to its grammatical variations and cognate expressions as used in the Tender Document; and any reference to and the definition of any document shall be deemed to be a reference to such document (including any schedules and/or appendices thereto) as from time to time amended, supplemented, modified, novated or replaced (in whole or in part), but disregarding any amendment, supplement, variation or replacement taking place in breach of the terms of such document.
10. Any word or expression to which a specific meaning has been attached in any part of any of the Tender Document shall bear such meaning whenever it may appear in the same or other parts of the Tender Document.



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

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**Provision of Cleansing Services to  
Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park**

**PART 1  
TERMS OF TENDER**

**1. Tender Documents**

- (a) The Tender Documents, identified as Tender Ref. AFCD/HTT/03/18, comprise the following documents: -
- (i) Lodging of Tender;
  - (ii) Interpretation;
  - (iii) PART 1 – Terms of Tender with Appendices A to F;
  - (iv) PART 2 – Conditions of Contract with Annex A;
  - (v) PART 3 – Contract Schedules 1 to 6;
  - (vi) PART 4 – Offer to be Bound; and
  - (vii) PART 5 – Memorandum of Acceptance.
- (b) The Interpretation as provided for in Sheets 1 to 4 shall apply to the whole set of the Tender Documents and the Contract unless the context requires otherwise.

**2. Invitation to Tender**

Tenders are invited for the provision of the Services at the Contract Area (refer to Contract Schedule 2) to the Government on such terms and conditions as set out in the Terms of Tender, the Conditions of Contract and the Contract Schedules.

**3. Essential Requirements and Information to be Submitted**

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

- (a) Experience and Qualification Requirements

Tenderers must have at least an aggregate of **THREE (3) years** of experience in the provision of outdoor cleansing services to any public recreation venues, parks, gardens, streets or coastal shore during the ten (10) years immediately preceding to the Tender Closing Date <sup>[Note A]</sup>. Tenderers are required to provide documentary proof to substantiate the claim of relevant experience in provision of such services. Failing to provide such documentary proof within the period specified by the Government

Representative may render the experience concerned not counted during tender assessment.

**Explanatory notes for the experience and qualification requirements**

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

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

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

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

(b) No Subcontracting of Services

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

## (c) Conviction Record and Past Performance

Conviction Record

(i) If the Tenderer has obtained any conviction under the following Ordinances **during the five-year (5) period immediately preceding the Tender Closing Date:**

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

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

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

- (ii) For the purpose of the above clause, if the Tenderer is a partnership or incorporated joint venture, conviction obtained by any participant of the partnership or shareholder of the incorporated joint venture will also be counted. The Tenderer shall submit with the tender a statement in the form in Section 3 of Appendix A whether it has been convicted in respect of the relevant offences

under the Employment Ordinance (Cap. 57), Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221), and Mandatory Provident Fund Schemes Ordinance (Cap. 485) and, if so, it shall provide in the statement the dates of all such convictions are obtained during the five-year period immediately preceding the Tender Closing Date, and shall give consent and authorization to the AFCD to check with the relevant authorities to affirm the conviction records as provided in the statement. A statement shall be submitted in respect of the Tenderer, each participant of the partnership, or each shareholder of incorporated joint venture as applicable. For avoidance of doubt, for the purpose of this clause participant or shareholder means the company participating in the partnership or incorporated joint venture or the company holding the share of the incorporated joint venture. The statement shall be certified by an authorized person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government.

- (iii) For the purposes of verification of the conviction records as stated in the statement in Section 3 of the Appendix A to the Terms of Tender, the Tenderer or each participant shall consent to and authorize AFCD to (a) obtain from any Government Department documents or information in relation to any conviction of an offence under the relevant Ordinances; and (b) release and make available to AFCD all documents or information in relation to such conviction, by completing Section 3 of the Appendix A to the Terms of Tender.
- (iv) Convictions shall be counted irrespective of whether they are obtained in respect of a government or private business contract and irrespective of the type of services offered under the contract. Convictions shall be counted by the number of summonses convicted. Tenderer's convictions of the relevant offence under appeal or review will be counted for the purpose of tender evaluation. If a Tenderer is found to have made a false declaration or untruthful revelation of, including but not limited to, its record of convictions of offences under the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221), Mandatory Provident Fund Schemes Ordinance (Cap. 485), the Government may without prejudice to any other rights which it has or may have, refuse to further consider its tender or terminate forthwith the Contract;

Demerit Point System

- (v) If the Tenderer or any of its participants (if it is a joint venture) has an aggregate of three (3) demerit points received from one or more Government departments issued against their non-compliance with contractual obligations in respect of wages, daily maximum working hours, signing of standard employment contracts with and wage payment by means of autopay (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned) to non-skilled workers (except temporary leave relief of employment period not longer than 7 days), **over a rolling period of 36 months on or after 1 May 2006**, its tender offer shall not be considered for a period of five (5) years from the date the third demerit point is obtained. A participant means the company holding the shares of the joint venture.

(d) Complete Offers

Tenders will be considered on an overall basis. Tenders with partial / incomplete offer must not be considered.

**4. Wages of Cleaners**

- (a) (i) It is a contractual requirement of the Contract that the proposed monthly wage for each Cleaner must not be less than the monthly wage of HK\$8,556<sup>1</sup> derived from the Statutory Minimum Wage (SMW) under the Minimum Wage Ordinance (Cap. 608) plus paid rest days, which corresponds to thirty-one (31) days (twenty-seven (27) maximum number of normal working days plus four (4) paid rest days) per month and eight (8) hours of work per day (hereinafter referred to as “the monthly wage rate of SMW plus paid rest days”). The \$8,556 is subjected to revision provided that the SMW is adjusted under the Minimum Wage Ordinance. Tenderers should refer to Note 3 and 4 of Appendix D of this Tender Documents for explanation.
- (ii) For the avoidance of doubt, if the working days or working hours of a Cleaner deviate from the time basis specified in Clause 4(a) above, the monthly wage rate of SMW plus paid rest days of such Cleaner shall be determined on the basis as

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

<[https://www.afcd.gov.hk/tc\\_chi/tender/tender\\_rel/files/Standard\\_Employment\\_Contract\\_Chi\\_Rev2017.04.11.docx](https://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2017.04.11.docx)> for Chinese version; or

<[http://www.afcd.gov.hk/english/tender/tender\\_rel/files/common/Standard\\_Employment\\_Contract\\_Eng\\_Rev2017.04.11.docx](http://www.afcd.gov.hk/english/tender/tender_rel/files/common/Standard_Employment_Contract_Eng_Rev2017.04.11.docx)> for English version.

stipulated in the guidance notes of the Standard Employment Contract.

- (b) If the monthly wage for a Cleaner proposed in Appendix D to the Terms of Tender is less than the monthly wage rate mentioned in Clause 4(a) above, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than **the monthly wage rate of SMW plus paid rest days** for the purpose of tender evaluation.
- (c) The Government Representative will at any time before the tender exercise is completed request the Tenderer to confirm its abidance by **the monthly wage rate of SMW plus paid rest days**. Should the Tenderer refuse to or otherwise fail to confirm such abidance, such proposal will amount to a counter-proposal and may render its tender to be disqualified by the Government in accordance with Clause 30 hereto.
- (d) If the Tenderer proposes in Appendix D to the Terms of Tender a monthly wage higher than **the monthly wage rate of SMW plus paid rest days**, that higher monthly wage will become binding on the Tenderer should the Tenderer be awarded the Contract.

## **5. Tender Preparation**

- (a) Tenders must be completed in English or Chinese and in ink or typescript and be submitted in the manner under “Lodging of Tender” of the Tender Form.
- (b) Tenderers must duly complete and submit the following documents together with the documentary evidence which are necessary for Tender evaluation:
  - (1) PART 1 – Appendix A - Tenderer’s Declaration;
  - (2) PART 1 – Appendix B - Supporting Documents to be submitted by the Tenderer;
  - (3) PART 1 – Appendix C - Price Proposal;
  - (4) PART 1 – Appendix D - Staffing Proposal and Wage Proposal for Cleaners; and
  - (5) PART 4 – Offer to be Bound duly completed and signed by the Tenderer.
- (c) Failure to submit the documents in sub-clause (b) (3) and (5) by the Tender Closing Date and time may render the tender disqualified and the tender will not be considered further. Failure to submit other documents in sub-clause (b) by the Tender Closing Date and time may render the tender not to be considered any further at the discretion of the Government.
- (d) When completing the Tender Form, Tenderers shall ensure that:
  - (i) the name of the Tenderer must be the same as the name shown on the Certificate of Incorporation when the company is incorporated under the Companies



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

- (ii) all the forms are duly signed by the Tenderer (in the case of a sole proprietorship) or a partner of the Tenderer (in the case of a partnership) or the Tenderer's authorized person or persons for an on behalf of the Tenderer (in the case of a company);
- (e) All submissions should be enclosed in a sealed plain envelope and marked as follows:  
**“Tender for Provision of Cleansing Services to Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park (Tender Reference: AFCD/HTT/03/18).”**
- (f) Tenderers should tick the checklist on **“Important Reminders for Tenderers”** attached at the front of this tender documents and ensure all the necessary documents are completed and submitted.

## **6. Submission of Tender**

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

- (d) Figures submitted by the Tenderer should not be altered or erased. Any alteration to the figures in a Tenderer's proposal should be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- (e) Each Tenderer may only submit **ONE** tender.

**7. Anti-collusion**

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

computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in the preparation of tender submission.

- (f) The rights of the Government under sub-clauses (b) to (d) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

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

- (a) Tenders will be considered on an **OVERALL** basis. A tender with only partial offers will not be considered further.
- (b) The Government is not bound to accept the tender with the lowest offer or any tender or to give any reasons for doing so.
- (c) The successful Tenderer will receive a Letter of Conditional Acceptance from the Government notifying it the Government's conditional acceptance of its tender, subject to delivery to the Government of the Contract Deposit pursuant to Clause 10 of the Terms of Tender and fulfillment of any other conditions as the Government may specify therein.
- (d) Upon and subject to the successful Tenderer having duly complied with Clause 10 of the Terms of Tender and such other conditions as may be specified in the Letter of Conditional Acceptance by a specified date ("Specified Date"); and subject always to the successful Tenderer not being debarred from participating in this tender exercise on the Specified Date by having obtained any conviction under the relevant Ordinances under Clause 3(c)(i) or having obtained three (3) or more Demerit Points under Clause 3(c)(v) of the Terms of Tender, a legally binding Contract will come into existence as from the date of the Letter of Conditional Acceptance between the Government and successful Tenderer.
- (e) If the successful Tenderer who receives the Letter of Conditional Acceptance fails to deliver the Contract Deposit in accordance with Clause 10 of the Terms of Tender or fulfill such other conditions as may be stipulated in the Letter of Conditional Acceptance by the Specified Date, or if the successful Tenderer, though having delivered the Contract Deposit and fulfilled all other conditions stipulated in the Letter of Conditional Acceptance, has obtained any conviction or Demerit Points as described in Clause (d) above, the Letter of Conditional Acceptance issued to the Tenderer shall lapse and be of no effect and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate

action as the Government deems fit.

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

## **9. Prices Tendered**

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

## **10. Contract Deposit**

- (a) If the Contract Value (as defined in (g) below) exceeds HK\$1.4 million but does not exceed HK\$15 million, the successful Tenderer shall deposit with the Government a Contract Deposit of an amount equivalent to two percent (2%) of the Contract Value as security for the due and faithful performance of the Contract by the successful Tenderer.
- (b) If the Contract Value (as defined in (g) below) exceeds HK\$15 million, the successful Tenderer shall deposit with the Government a Contract Deposit of an amount equivalent to two percent (2%) of the Contract Value (if it passes the financial vetting) or five percent (5%) of the Contract Value (if it is unable to submit adequate financial information for a meaningful assessment or fails in the financial vetting) as security for the due and faithful performance of the Contract by the successful Tenderer.

- (c) The Contract Deposit shall be payable within fourteen (14) days from the date of the Letter of Conditional Acceptance and either in cash or in the form of a banker's guarantee in the form attached at **Appendix E** to the Terms of Tender issued by a bank holding a valid banking licence under the Banking Ordinance (Cap.155). A banker's guarantee for the purpose of this Clause must comply with the requirements as provided in Clause 18 of the Conditions of Contract.
- (d) If a Tenderer elects to provide a banker's guarantee,
  - (i) the Tenderer shall submit an original letter from a licensed bank within the meaning of the Banking Ordinance (Cap.155) confirming that it will provide to the Government within the time specified in sub-clause (c) above a banker's guarantee in the format set out at **Appendix E**;
  - (ii) the banker's guarantee duly executed shall be submitted to the Government in accordance with sub-clause (c) above;
  - (iii) the banker's guarantee must remain in force from the Commencement Date until six months after the expiry of the Contract or the date upon which all of the Contractor's obligations and liabilities shall have been performed and discharged by the Contractor to the satisfaction of the Government, whichever is the later.
- (e) A Tenderer is required to elect the method of providing a Contract Deposit it prefers by completing and signing in Section 4 of Appendix A to the Terms of Tender. In the event that a Contractor fails to elect which method of providing a Contract Deposit it prefers, it will be assumed that the Contractor will pay the Government the Contract Deposit by way of cash.
- (f) Due payment of the Contract Deposit is condition precedent to the award of the Contract. If the successful Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in sub-clause (c) above, any Letter of Conditional Acceptance issued to the Tenderer shall lapse and of no effect and the Government shall be at liberty to select any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.
- (g) For the purpose of this Clause, reference to "Contract Value" means the total contract amount tendered by the successful Tenderer in Appendix C of the Terms of Tender and subject to such modification as may be agreed by the Government.

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

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

**12. Tender to Remain Open**

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

**13. Offer to be Bound**

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

**14. Documents of Unsuccessful Tenderers**

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

**15. Complaints about Tendering Process**

The tendering process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Tenderer who feels that its offer has not been fairly evaluated may write to the Director of Agriculture, Fisheries and Conservation who

will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if it relates to the tendering system or procedures followed. Tenderers are to note that the Director of Agriculture, Fisheries and Conservation shall not consider a complaint that is lodged later than three (3) months after the award of Contract.

**16. Undisclosed Agency**

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

**17. Personal Data Provided**

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

**18. Offering Gratuities**

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

awarded.

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

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

**20. Consent to Disclosure**

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

**21. Contractor's Performance Monitoring**

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

**22. Cancellation and Costs of Tender**

- (a) The Government may at any time cancel this tender and the Government is not bound to give any reasons therefor.
- (b) A Tenderer submits its tender proposal at its own cost and expense. The Government will not under any circumstances be liable to the Tenderers for any costs and expenses



whatsoever incurred by the Tenderer in connection with the preparation and submission of its tender or in any related communication with the Government, whether before, on or after the Tender Closing Date.

**23. Environmentally Friendly Measures**

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

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

**24. Tenderer's Enquiries**

- (a) Before the Tender Closing Date, any enquiries concerning the submission of tender procedures and technical issues such as Service Requirements, Schedules, tender briefing etc., please contact **Mr. P.S. CHANG** at telephone no. **2150 6855**. The Government officers may at any time request any Tenderer to make enquiries in writing.
- (b) Tenderers shall note that after the Tender Closing Date and before the award of the Contract, they shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Document or their submitted tenders. Any Tenderer who fails to observe this requirement may render its tender being disqualified. The Government reserves the sole right to initiate any contact with Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- (c) Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in these Terms of Tender or the Conditions of Contract.

**25. Tenderer's Commitment**

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

**26. Tender Briefing Session**

In order to have a clear understanding of the Contract and the Services before submitting offers, all Tenderers who wish to submit a bid in this Tender are strongly recommended to deploy staff at supervisory level to attend the Tender Briefing on **12 February 2018 (Monday)** at 3:00 p.m. at Room 702, 7/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon. Tenderers who would like to attend the briefing session should complete the reply slip attached at **Appendix F** to the Terms of Tender and send back to **Field Officer II/Contract Management (FOII/CM2)** to register (either via email: **foii\_cm2@afcd.gov.hk** or fax **2317 0482**) **on or before 5:00 p.m., 9 February 2018**. Each Tenderer may nominate not more than two representatives to attend the tender briefing session.

**27. Amendments to Tender**

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

**28. The Attachments**

Tenderers should study all attachments to the Tender Documents (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting their tenders. Tenderers should note that all information and statistics provided by the Government in connection with this tender are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness,

usefulness or future changes of such statistics and information. Tenderers should conduct their own independent assessment of the statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

**29. Negotiation**

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

**30. Counterproposal**

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

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

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

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

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

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

(in Chinese) : \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Signature of Person

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

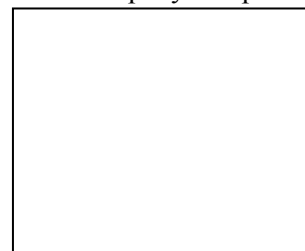
Name in Block Letter : \_\_\_\_\_

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

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

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

Company Chop :



Terms of Tender

Appendix A

Tenderer’s Declaration

Section 1 – Tenderer’s Portfolio

9. I/We also certify that the particulars given by me/us below, are correct:
- (a) The number of my/our/the Company’s Business Registration Certificate is .....
  - (b) The date of expiry of my/our/the Company’s Business Registration Certificate is .....
  - (c) I am/We are/The Company is covered by an Employees’ Compensation Insurance Policy, the particulars of which are as follows:  
Policy No. ....  
  
Name of Insurance Company .....  
  
Period covered by the Policy is from .....  
to .....  
  
Brief particulars of the cover provided and any special conditions are as follows:  
.....  
.....

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

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

Company Chop :

Terms of Tender

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

Experience in the provision of cleansing service to any public recreation venues, parks, gardens, streets or coastal shore during the ten (10) years immediately prior to the Tender Closing Date will be evaluated as essential requirement according to Clause 3 of Terms of Tender. Tenderers must provide description and history of their relevant experience in the provision of outdoor cleansing 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*)

<b>Client Name</b>	<b>Contract Period</b>	<b>Place of Business</b>	<b>Areas served</b>	<b>Description of Business</b>

Remarks: A Tenderer's experience under different contracts will not be double-counted for any overlapping periods. Please refer to Clause 3(a) of Terms of Tender.

Signature of Person

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

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

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

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

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

Company Chop :

Terms of Tender

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

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

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

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

If yes, please complete the following table: -

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

(Use separate sheets if required)

Signature of Person

Authorized to sign Tender

:

Name in Block Letter

:

Name of Tenderer

:

Tel. No. / Fax. No.

:

Date

:

Company Chop :

Terms of Tender

**Appendix A**

**Tenderer’s Declaration**

**Section 3 – Declaration of Conviction of Offences**

- (b) I/We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. I/We understand that if any of the information contained in this Appendix is found to be incorrect, my/our tender will not be further considered, or my/our Contract will be terminated in accordance with Clause 19 of the Conditions of Contract if I am/we are awarded the Contract.
- (c) I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from all Government departments and give consent to the Government departments concerned to release and provide information of my/our record of conviction under the sections specified under the Employment Ordinance and/or Employees’ Compensation Ordinance and/or Criminal Procedure Ordinance and/or Immigration Ordinance and/or Mandatory Provident Fund Schemes Ordinance to the Agriculture, Fisheries and Conservation Department for the purposes of evaluation of my/our tender in this tendering exercise and subsequent management of the Contract.

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

Company Chop :
<div></div>



Appendix A

Tenderer’s Declaration

Section 4 – Election of method of payment of Contract Deposit

[Please refer to Clause 10 of the Terms of Tender and Clause 18 of the Conditions of Contract.]

**\*Delete as appropriate**

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

- \* (i) in cash,
- \* (ii) in the form of a banker's guarantee in accordance with Clause 18 of the Condition of Contract.

*\* Delete as appropriate. In the event that a Tenderer fails to elect which method of providing a Contract Deposit, it will be assumed that the Tenderer will deposit cash with the Government.*

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

Company Chop :

Terms of Tender

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

[Please refer to Clause 3 &amp; Appendix A 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 Certificate of Incorporation, Memorandum and Articles of Association, Certificate of Change of Name (if any) if the Tenderer is a company or body corporate and any other corporate documents evidencing business status.

Requirements of Experience and Qualification

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

Others

- ☐ Copy of Certificate of Insurance
- ☐ 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 Schedule 1.

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

Signature of Person

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

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

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

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

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

Company Chop :

Terms of Tender

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

(Rates of Charge for the Provision of the Services)

[Please refer to Clause 3(d), 8 &amp; 9 of the Terms of Tender]

**Section I - Monthly Rate\***

Provision of the 24 months of Cleansing Services to <b>Ham Tin, Tai Wan &amp; Tung Wan Areas in Sai Kung East Country Park</b> from 1 June 2018 to 31 May 2020 in accordance with the Service Requirements as detailed in the Contract Schedules 1 and on such terms as set out in the Terms of Tender and the Conditions of Contract.				
<b>Period</b> (From 1 June 2018 to 31 May 2020)	<b>Frequency</b>	<b>Estimated No. of Services (nos.)</b> <b>(a)</b>	<b>Unit Rate per Service (HK\$)</b> <b>(b)</b>	<b>Amount (HK\$)</b> <b>(a) x (b)</b>
Provision of Cleansing Services to the Contract Area as delineated in Contract Schedule 2	4 times per week (from April to October, generally on every Monday, Wednesday, Friday and Saturday) and 2 times per week (from November to March generally on every Monday and Friday) regardless of whether it is a Public Holiday or not OR when instructed.	337		
Provision of Conveyance of collected refuse away from the Contract Area as delineated in Contract Schedule 2	Once per three times cleansing services OR when instructed.	116		
Total Amount				
* No. of services is an estimation. Only actual requirement will be entitled to payment and subject to real needs. Actual requirements may be varied by 10% of the estimates.				

Remarks:

Acceptance will be based on **Overall Basis**. A tender with only partial offers will not be considered further.

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

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

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

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

Terms of Tender

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

(Rates of Charge for the Provision of the Services)

[Please refer to Clause 3(d), 8 &amp; 9 of the Terms of Tender]

**Section II – Additional Rate of Cleansing Staff and Provision of Conveyance Services\***

Provision of the 24 months of Cleansing Services to <b>Ham Tin, Tai Wan &amp; Tung Wan Areas in Sai Kung East Country Park</b> from 1 June 2018 to 31 May 2020 in accordance with the Service Requirements as detailed in the Contract Schedules 1 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>Rate (HK\$)</b>
<b>Item I</b>	1. A Cleansing Supervisor 2. A Cleaner	Per Hour	1. 2.
<b>Item II</b>	Provision of additional Conveyance of collected refuse away from Ham Tin, Tai Wan & Tung Wan Areas.	Per Service	

\*Note: The additional rate will be used for calculation of payment for the additional services under Clause 2 of Conditions of Contract.

Important: The contractor shall be responsible for all costs and expense required for rendering the Services under the Contract, including but not limited to the equipment, materials and tools required to be provided under the Contract.

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

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

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

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

**Appendix D****Staffing Proposal and Wage Proposal for Cleaners**

[Please refer to Clause 4(a) of the Terms of Tender and Part 2 &amp; 3 of Contract Schedule 1]

**Wages Proposal for Cleaners**

1. Tenderers must propose in the given spaces below a monthly wage rate for a Cleaner and the basis on which such wage rate is calculated. The monthly wage rate proposed must comply with the requirements set out in Clause 4(a) of the Terms of Tender. Tenderers are advised to read Clauses 4(a) to 4(d) of the Terms of Tender carefully for the consequences of non-compliance of the wage requirements.
2. By way of illustration, the monthly wage payable to a Cleaner shall not be less than HK\$8,556, calculated on the basis of –
  - (i) 31 days per month (i.e. 27 normal working days plus 4 paid rest days); [see Note 1]
  - (ii) 6 normal working days per week;
  - (iii) 8 hours a day [see Note 2]; and
  - (iv) HK\$34.5 per hour [see Note 3].
3. Wage proposal for a Cleaner:

<b>Type of Staff</b>	<b>Proposed Monthly Wage [see Note 4]</b>	<b>Basis of calculation [see Notes 1 to 3]</b>
Cleansing Supervisor	HK\$ _____	[Hourly rate of HK\$ _____ ] x [8 hours a day] x 31 days per month (i.e. 27 normal working days plus 4 paid rest days) (6 normal working days per week)
Cleaner	HK\$ _____	[Hourly rate of HK\$ _____ ] x [8 hours a day] x 31 days per month (i.e. 27 normal working days plus 4 paid rest days) (6 normal working days per week)

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

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

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

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

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

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

**Appendix D**

**Wage Proposal for Cleaners**

[Please refer to Clause 4(a) of the Terms of Tender and Part 2 & 3 of Contract Schedule 1]

Note 3: The Statutory Minimum Wage is HK\$34.5 with effect from 1 May 2017. The following links have details: <http://www.labour.gov.hk/eng/news/mwo.htm> and <http://www.gld.gov.hk/egazette/pdf/20172103/cs22017210310.pdf>.

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

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

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

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

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

Terms of Tender

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

[Please refer to Clause 10 of the Terms of Tender]

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

**WHEREAS**

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

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

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

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

[Please refer to Clause 10 of the Terms of Tender]

- (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\$**  
\_\_\_\_\_.
- (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:



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

[Please refer to Clause 10 of the Terms of Tender]

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
  - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
  - (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
  - (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
  - (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
  - (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.
- (6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

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

[Please refer to Clause 10 of the Terms of Tender]

- (7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:
- (a) the date falling **six (6)** months after the expiry of the Contract; or
  - (b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract, whichever is the later.
- (8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.
- (9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.
- (10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.
- (11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

**Appendix E**

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

[Please refer to Clause 10 of the Terms of Tender]

- (12) All documents arising out of or in connection with this Guarantee shall be served:
- (a) upon the Government, at the Contract Management Unit, Protection Section, Country Parks Division (North-west), the Agriculture, Fisheries and Conservation Department, 6/F Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, marked for the attention of Director of Agriculture, Fisheries and Conservation, facsimile number 2317 0482;
  - (b) upon the Guarantor, at \_\_\_\_\_, Hong Kong, marked for the attention of \_\_\_\_\_, facsimile number \_\_\_\_\_.
- (13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.
- (14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed\_\_\_\_\_.
- (15) The Guarantor hereby acknowledges that
- (a) the Guarantor should read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee.; and
  - (b) no Government officer is authorised to advise on, make representations regarding or amend (other than by a written instrument signed by both the Guarantor and the Government) the terms and conditions of this Guarantee.

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

[Please refer to Clause 10 of the Terms of Tender]

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

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

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

\* Please delete as appropriate

@ See Powers of Attorney Ordinance Chapter 31

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

**Appendix F**

[Please refer to Clause 26 of the Terms of Tender.]

To: Jason, P.S. CHANG  
Field Officer II / Contract Management  
Agriculture, Fisheries and Conservation Department  
Fax: (852) 2317 0482

**Registration Form for Attending Tender Briefing Session**

Provision of Cleansing Services to  
Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park  
(Tender Ref.: AFCD/HTT/03/18)

**Details of the Briefing Session**

Date : 12 February 2018 (Monday)  
Time : 3:00 p.m.  
Venue : Room 702, 7/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan  
Road, Kowloon

**Details of Registration**

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

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

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

**NOTE: This form should be completed and returned by fax to the Agriculture, Fisheries and Conservation Department on or before 5:00 p.m., 9 February 2018.**

**For enquiries concerning the briefing session, please contact Tel.: 2150 6855.**

## PART 2

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

**1. Contract Period**

- (a) The Contractor shall provide the Services to the Government, for a period of twenty four (24) months from the Commencement Date subject to any provision for sooner determination or extension of the Contract as is provided for in the Contract.
- (b) Notwithstanding Clause 1(a) above, the Government may by serving a written notice on the Contractor of no less than one (1) month prior to the expiry of the said period of twenty-four months at its sole discretion extend such period for a continuous period of not more than six (6) months, commencing immediately upon expiry of the said period of twenty-four months on the same terms and conditions herein except this clause.
- (c) The Contractor shall continue to perform the Contract throughout the extension period under Clause 1(b) when Government exercises its right to extend the Contract.

**2. Total Services and Variation**

- (a) The Contractor shall during the Contract Period provide the Services in accordance with the Service Requirements as laid down in Contract Schedule 1 and subject to the terms and conditions of this Contract including paragraph (b) and (c) below.
- (b) The Contractor shall carry the number of services as stated in Contract Schedule 1 subject to a variation of not exceeding 10% of the number stated in Contract Schedule 1 as may be instructed by the Government Representative in writing from time to time during the Contract Period. The Contractor shall provide the Services accordingly. In case of any increase in the number of services being required, the Contractor shall provide the additional services within seven (7) days at such part of the Contract Area, for such duration and in such manner as may be specified in the notice. The meaning of “a (per) service” given in Clause 12 of Conditions of Contract shall apply to the expression “number of services” herein.
- (c) Notwithstanding anything to the contrary herein contained, the Government Representative may from time to time and at any time during the Contract Period: -
  - (i) by giving a prior written notice to the Contractor so that the Contractor will, within seven (7) days, provide such additional Services at such part of the Contract Area for such duration and in such manner as may be specified in the notice; and
  - (ii) by giving a prior verbal notice (to be properly documented subsequently) to the Contractor so that the Contractor will, within one (1) day, carry out emergency services at such part of the Contract Area, for such duration and in such manner as may be directed by the Government Representative and the Contractor shall provide such Services accordingly.



- (d) All of the Services provided by the Contractor including those provided under Clause 2(b) and 2(c) hereof will be payable in accordance with the rates of charges specified in Contract Schedule 3.

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

The Contractor acknowledges that-

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

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

The Contractor warrants and undertakes to the Government that: -

- (a) the Contractor and all the Contractor's Employees shall have the necessary skills, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract.
- (b) the Contractor shall carry out and provide the Services with all due diligence and in a proper, skillful and professional manner and shall perform the Services to the satisfaction of the Government Representative.
- (c) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provision of the Services, including the obtaining and maintaining of all necessary licences or permits.
- (d) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquires made by the Government Representative.
- (e) the Contractor shall enter into a written Standard Employment Contract (if the contractual period exceeds seven (7) days) with each of the 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\\_Rev2017.04.11.docx](https://www.afcd.gov.hk/tc_chi/tender/tender_rel/files/Standard_Employment_Contract_Chi_Rev2017.04.11.docx)> for Chinese version; or  
<[http://www.afcd.gov.hk/english/tender/tender\\_rel/files/common/Standard\\_Employment\\_Contract\\_Eng\\_Rev2017.04.11.docx](http://www.afcd.gov.hk/english/tender/tender_rel/files/common/Standard_Employment_Contract_Eng_Rev2017.04.11.docx)> for English version.
- (f) the Contractor shall comply with all reasonable instructions and directions on all matters

relating to the Contract as the Government Representative may from time to time issue to the Contractor.

- (g) the Contractor shall comply with requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of all Contractor's Employees. The Contractor shall take all necessary measures, including the provision of proper protective gear and proper training to ensure the safety of all Contractor's Employees during the provision of the Services. In the event of any Contractor's Employees or Contractor's sub-contractors or agents suffering from any personal injury or death in the course of provision of Services and whether there be a claim for compensation or not, the Contractor shall within twenty-four (24) hours give notice in writing of such personal injury or death to the Government Representative.
- (h) the Contractor shall be responsible for the good conduct of Contractor's Employees, permitted sub-contractors and agents (if any) while they are performing the Services at the Contract Area under the Contract and shall ensure that they comply with the Code of Conduct for the Contractor's Employees set out in Contract Schedule 5 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; and
- (i) the Contractor shall not employ illegal workers or aid and abet another person to breach his condition of stay in the execution of this Contract.

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

- (a) The Contractor shall employ sufficient number of suitably trained, experienced and competent managerial and site supervisory staff for the maintenance and execution of the Services. They shall include but not limited to the following:
  - (i) At least one (1) Contract Manager; and
  - (ii) At the location as specified in Contract Schedule 2, sufficient number of Cleansing Supervisors and Cleaners as specified in Part 3 of Contract Schedule 1.

The Contractor shall ensure that they all fulfill the respective qualifications to carry out all their responsibilities and duties as stipulated in Part 6 of Contract Schedule 1.

- (b) The Contractor shall pay or shall ensure to be paid to each Cleaner during the Contract Period a wage not less than: -
  - (i) the monthly wage as specified in Contract Schedule 4; 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 Cleaners (payment by cheque is only allowed upon termination of employment contract and is made at request of the Cleaners concerned).
- (d) Without the prior approval of the Government Representative, the Contractor shall not allow any Cleaner 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 Cleaner not less than one hour meal break each day. The period of meal break of each Cleaner shall be specified in the Standard Employment Contract.
- (f) The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate Contract forthwith.

## **6. Performance of Contractor's Employees**

- (a) The Contractor shall ensure the good conduct of each of the Contractor Employees while they are performing the Services for or on behalf of the Contractor. Without prejudice to the aforesaid, the Contractor shall ensure that each employee: –
  - (i) is fit for their tasks;
  - (ii) maintains the standard of discipline, courtesy, behaviour and consideration in performing the Services;
  - (iii) does not smoke, sleep, consume alcoholic drink, listen to radio, gossip and will refrain from any other malpractices while they are performing the Services; and
  - (iv) is on duty during the period of a day as specified in Contract Schedule 1 as applicable to the post set out therein for which the Contractor's Employee is assigned to perform his/her duties for the purpose of this Contract and is punctual at all times.
- (b) The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's employees or agents engaged or deployed for the purpose of the Contract.
- (c) Any employee or agent so removed shall at the sole cost and expense of the Contract be replaced as soon as possible by a competent substitute and within such time as specified by the Government Representative. The Contractor shall not deploy the removed person

to perform the Services at any other location.

- (d) The Government shall in no circumstances be liable to the Contractor, its employees and agents in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employees or agents.
- (e) The Contractor and the Contractor's Employees shall: –
  - (i) deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in performing the Services under the Contract;
  - (ii) wear tidy and clean uniforms and such special or protective clothing and footwear as the Government may consider necessary or appropriate. Any such special or protective clothing and footwear shall be provided, maintained and replaced as necessary by the Contractor at its own expenses;
  - (iii) upon being requested by the Government Representative, accompany the Government Representative to the locations specified by the Government Representative to inspect the performance of the Services;
  - (iv) give proper training, supervision and guidance to the Cleaners in performing the Services;
  - (v) conduct surprise checks at such frequency agreed by the Government Representative and record the findings of his surprise checks in a record book;
  - (vi) provide the record book for the Government Representative's inspection whenever requested by the Government Representative;
  - (vii) if required by the Government Representative, deliver to the Government within such period as specified by the Government Representative, copies of the record for the Government's retention;
  - (viii) if required by the Government Representative, attend and participate in meetings arranged by the Government Representative in relation to the Services (including meeting with any persons, groups or associations specified by the Government Representative to resolve complaints or discuss any aspect of the Services); and
  - (ix) if required by the Government Representative, prepare a written report on any aspect of the Services as instructed by the Government Representative.

## **7. Personnel Records**

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

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

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

Government Representative at any time.

**8. Demerit Point System**

- (a) If the Contractor is in breach of Clauses 5(b), 5(c), 5(d), 5(e), 7(a), 7(b) or 7(d), the Government Representative shall be entitled to record in writing a Notice of Default in Employment Commitments ("Notice of Default") and serve the same upon the Contractor. For the avoidance of doubt, a Notice of Default will be issued for each breach of the contractual obligations in respect of wage level, daily maximum working hours, signed Standard Employment Contracts and wage payment by means of autopay. Each such Notice of Default so issued under Government service contract that rely heavily on the deployment of non-skilled workers attracts one Demerit Point. The Demerit Points given to the Contractor from Government departments will be taken into account by the Government in tender evaluation of the Contractor's future bids for all Government service contracts, the performance of which will rely heavily on the deployment of non-skilled workers and may result in the Contractor failing the tender evaluation.
- (b) The Contractor shall comply or shall ensure the compliance with the terms and conditions set out in the written Standard Employment Contracts. If the Contractor is in breach of the terms and conditions in the Standard Employment Contracts **not** in connection with wage level, daily maximum working hours and means of wage payment referred to Clauses 5(b), 5(c), 5(d) and 5(e) and the requirement regarding signed Standard Employment Contracts referred to Clause 7(b) and **not** in connection with the offences under the Ordinances referred to in Clause 19(a), the Government Representative shall be entitled to record in writing a Notice of Default and serve the same upon the Contractor. The Notice of Default in Employment Commitments given to the Contractor will also be taken into account in tender evaluation of the Contractor's future bids for the Government's service contracts, the performance of which will rely heavily on the deployment of non-skilled workers.
- (c) The Contractor shall note that if it receives three (3) or more Demerit Points from one or more Government departments during any rolling period of 36 months period on or after 1 May 2006, its tender for Government service contracts will not be considered for a period of five (5) years from the date of the third Demerit Point is obtained.

**9. Performance Monitoring of the Contractor**

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

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

- (a) This Contract is personal to the Contractor. The Contractor shall not sub-contract, assign

or otherwise transfer or dispose of the Contract or any part thereof any rights and obligations hereunder without the prior written consent of the Government. When giving any consent hereunder, the Government Representative shall be entitled to impose such conditions, restrictions or stipulation as he consider necessary.

- (b) The sub-contracting of any part of the Services shall not relieve the Contractor from any liability or obligation under the Contract. The Contractor shall be responsible for the acts, defaults and neglects of any sub-contractor or agent, employees or workmen of any sub-contractor or agent as fully as if there were the acts, defaults and neglects of the Contractor.

#### **11. Inspection and Rejection**

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor's Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed before payment shall be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.
- (c) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. If in any particular case the Services provided by the Contractor has failed to meet the performance standards required under the Contract or any terms and conditions of the Contract, the Government Representative shall be entitled to instruct/advise the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully with the performance standards required under the Contract and terms and conditions of the Contract.
- (d) Within twenty-four (24) hours of being notified verbally or in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services. If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 11(c) or fails to provide required number of staff in accordance with the Service Requirements in Contract Schedule 1, the Government Representative may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by other contractors. All costs and expense whatsoever which may be incurred by the Government Representative thereof shall be recoverable in full from the Contractor by deducting such sums from any money due or becoming due to the Contractor under this

or other contracts with the Government.

## 12. **Payment to Contractor**

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

$$\begin{aligned}
 & \text{(Unit Rate per cleansing service) x (No. of service completed in the month)} \\
 & \qquad \qquad \qquad + \\
 & \text{(Unit Rate per conveyance service) x (No. of service completed in the month)} \\
 & \qquad \qquad \qquad + \\
 \text{Monthly Fee} & \quad \text{(Any total charges for additional Contractor's Employees and additional} \\
 \text{payable to Contractor =} & \quad \text{Services provided by the Contractor, under Clause 2, calculated on the basis} \\
 & \quad \text{of the applicable rates of charges as set out in Contract Schedule 3)} \\
 & \qquad \qquad \qquad - \\
 & \quad \text{(Such other sums the Government is entitled to deduct pursuant to other} \\
 & \qquad \qquad \qquad \text{provisions of the Contract)}
 \end{aligned}$$

For the purpose of calculating the Monthly Fee, in the above formula –

- (i) “per cleansing service” means completion of the all of the cleansing tasks as set out in (I) and (II) of the table in Part 6 of Contract Schedule 1 once;
- (ii) “per conveyance service” means completion of the all of the conveyance tasks as set out in (III) of the table in Part 6 of Contract Schedule 1 once;
- (iii) “unit rate” means the rate of charges chargeable by the Contractor to the Government for the provision of one service as set out in Contract Schedule 3 and on the basis of which the Monthly Fee is determined.

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

- (b) The Monthly Fee set out in sub-clause (a) above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the equipment, materials, uniforms and tool required to be deployed/provided under the contract; the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings; the fees for obtaining any licence, authorization or permit from any Government or other authority; the fees payable to any sub-contractors or agents in connection with the performance of the Services.



- (c) Payment shall be made in Hong Kong dollars. The Contractor shall at the beginning of each month deliver to the Government Representative an invoice in respect of the Services rendered to the Government in the preceding month. Subject to the Government Representative being satisfied that the calculations of the Monthly Fee is correct, the Government should pay the Contractor the Monthly Fee within 30 days after having received from the Contractor the invoice and the statement in accordance with the provisions of sub-clause (a). The Monthly Fee will be paid by the Government into the Contractor's bank account direct. The Contractor shall, upon request by the Government Representative, provide a statement in the form as at Annex A to the Conditions of Contract which shall be certified by a certified public accountant (practicing) or a corporate practice registered under the Professional Accountants Ordinance (Cap.50).
- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee shall be addressed to the Government Representative at the address specified in Clause 28. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed.
- (e) The billing periods for the Monthly Fee shall begin on the first day to the last day of the month during the Contract Period. In the case where the first or the last month of the Contract Period does not begin on the first day or end on the last day of the month, the Monthly Fee shall be adjusted on a pro rata basis.

### **13. Engagement of Labour**

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

### **14. Suspension of Services**

Notwithstanding any other provision herein, the Contractor may suspend the Services during any period when No. 8 or higher tropical cyclone warning signal, or BLACK rainstorm signal is hoisted by Hong Kong Observatory. 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.

### **15. Liability and Indemnity**

- (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of: -

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

**16. Public Liability Insurance**

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

**17. Set Off**

Where the Contractor has incurred any liability to the Government, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Government may set

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

**18. Contract Deposit**

- (a) The Contractor shall, as a condition precedent to this Contract, deposit with the Government a Contract Deposit in the amount and in the manner as provided in Clause 10 of the Terms of Tender as continuous security for the due and faithful performance of the Contract. The deposit shall be either in cash or in the form of a banker's guarantee issued by a bank that is approved by the Government and that holds a valid banking licence granted under the Banking Ordinance (Cap. 155).
- (b) If payment of the Contract Deposit is made by a banker's guarantee, the banker's guarantee shall comply with the following:
  - (i) unless otherwise agreed by the Government, it must be on the terms set out at Appendix E to the Terms of Tender; and
  - (ii) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter of Conditional Acceptance as the date on which the banker's guarantee is to take effect. In the event that another date is specified, the banker's guarantee shall take effect no later than such date.
  - (iii) the banker's guarantee must remain valid till six (6) months after the expiry of the Contract (including all extensions thereof), or the date when all obligations of the Contractor under the Contract have been performed and discharged to the satisfaction of the Government Representative, whichever is later.
- (c) The Government shall, without prejudice to any other rights and remedies of the Government, have the right to deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of any and all costs, losses, damages or expense, suffered by the Government as the direct or indirect result of any breach of the Contract by the Contractor with or without the Contract being terminated.
- (d) If any deduction shall be made by the Government from the Contract Deposit during the continuance of the Contract, the Contractor shall, within fourteen (14) days of such deduction, deposit a further cash or provide a further banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit. The further banker's guarantee must comply with the requirements in sub-clause (b) (i to 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 sooner termination of the Contract, the Government shall return to the Contractor without interest the balance of the cash deposit after having deducted therefrom any sum due from the Contractor to the Government and when all the Contractor's obligations have been observed and complied with to the satisfaction of the Government Representative, or if a banker's guarantee is provided, such banker's guarantee shall be discharged or released.

## **19. Termination of Contract**

- (a) The Government may forthwith terminate the Contract without prejudice to any other rights which the Government has or may have if: -
- (i) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within 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 1; or
  - (iii) the Contractor shall pass a resolution or the court shall make an order for its liquidation or a petition is filed for the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation that is previously approved by the Government in writing or the Contractor becomes insolvent or makes any composition or arrangement with creditors; or
  - (iv) a receiver has been appointed over any of the Contractor's assets or a distress or execution shall be levied or enforced upon or taken out against any of the Contractor's chattels, properties or assets and shall not be discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
  - (v) the Contractor stops payment to creditors generally or is unable to pay its debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction); or
  - (vi) the Contractor assigns or purports to assign any or all the burden or benefits of this Contract without the prior written consent of the Government; or

- (vii) the Contractor is in material breach of and/or has committed repeatedly breaches of any of his obligations under the Contract; or
  - (viii) the Contractor is found to have made false declaration or untruthful revelation in, including but not limited to, its record of conviction of offences under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Criminal Procedure Ordinance (Cap. 221) or the Mandatory Provident Fund Schemes Ordinance (Cap. 485) as stated in the tender submission by the Contractor during the tendering process; or
  - (ix) the Contractor is found to have employed any person who is forbidden under the laws of Hong Kong or not permissible for whatever reasons to undertake any employment in Hong Kong, whether for this Contract or any other contracts, or to have aided and abetted another person to breach his condition of stay; or
  - (x) the Contractor obtains three 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 18(d) of the Conditions of Contract.
- (b) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.
- (c) Notwithstanding anything herein to the contract, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one month's prior written notice of such termination. The Government shall not be responsible for any loss or damage to the Contractor arising from such termination of Contract.

## **20. Consequences of Termination**

- (a) 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 23 of the Conditions of Contract in a clean and tidy condition (fair wear and tear excepted).
- (b) The Government shall be entitled to recover all losses, damages, costs and expenses

including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s), if any, upon the Contractor's breach of Clause 19(a) above, and shall have the right to deduct any money due to the Contractor under the Contract and under any other Government contracts (if there are any) for recovering the above losses, costs and expenses.

- (c) In the event of termination of contract for whatever reason, the Government shall not be required to make any further payment to the Contractor in accordance with the Clause 12 of the Conditions of Contract.

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

- (a) The Government Representative shall permit the Contractor to use free of charge water supplies and to consume electricity made available at the supply points installed at the Contract Area for the purpose of provision of the Services. The Contractor shall warrant and undertake to the Government that it has made known to all 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) The Contractor shall adopt the green measures in the Green Guidelines for Cleansing Services developed by Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 6 in using the electricity and water supplies for the performance of the Services.

## **22. Government Property**

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

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

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

**24. Non-Exclusivity**

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

**25. Government's Confidential Information**

The Contractor shall treat as confidential all information supplied by the Government under 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.

**26. Corrupt Gifts**

- (a) The Contractor shall prohibit its employees, agents, and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with this Contract.
- (b) If the Contractor or any of the Contractor's Employees, its agents or sub-contractors breach sub-clause (a) above or commit an offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation therefor. Suspected bribery cases would be reported to the Independent Commission Against Corruption (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.

**27. Publicity**

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

**28. Service of Notice**

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

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

## **29. General Service Arrangements**

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 a 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.

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

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

**31. Entire Agreement**

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

**32. Relationship of the Parties**

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

**33. Jurisdiction**

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

**34. Waiver and Severability**

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

**35. Disputes**

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

**36. 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.

**37. 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 unauthorised third party. The information/data collected shall be handled with diligent care.

**38. 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.

**39. Exclusion Clause**

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

**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.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(※Accountant's Name)

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

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

**PART 3**  
**CONTRACT SCHEDULES**

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**Contract Schedule 1**  
**Service Requirements**

The Contractor shall provide cleansing services to Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park at the Contract Area (as specified in Contract Schedule 2) during the whole Contract Period in accordance with this Contract Schedule 1.

**Part 1 – 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 three (3) years’ experience in management of contracts for cleansing Services; (ii) be able to write and speak fluent English and Chinese.
(b)	Cleansing Supervisor	(i) possess a minimum of two (2) years’ experience in cleansing Services, one (1) year of which must be in the capacity of a supervisor or foreman; and (ii) be able to speak fluent Cantonese.
(c)	Cleaner	(i) be physically fit to carry out cleansing 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 meeting 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 is 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 tasks;
- (iii) Reporting daily to the Government Representative on the execution of general cleansing tasks at the Contract Area under the Contract; and
- (iv) Providing digital photos of each service for record; and
- (v) Informing Field Officer/Hoi Ha or his representative, the time of arrival and departure of the cleansing team.

**(c) Cleaner**

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

### Part 3 - Manpower Requirements on Provision of Cleansing Services

The Contractor shall deploy such number of the Contractor's Employee to provide the Services in accordance with the requirements detailed in the following table: -

<b>Contract Period</b> (from 1 June 2018 to 31 May 2020)	<b>Frequency</b>	<b>Estimated No. of Services</b>	<b>Number of cleaners required</b>
Provision of Cleansing Services to the Contract Area as delineated in Contract Schedule 2	4 times per week (from April to October, generally on every Monday, Wednesday, Friday and Saturday) and 2 times per week (from November to March generally on every Monday and Friday) regardless of whether it is a Public Holiday or not OR when instructed	337 nos.*	Generally at least 4 workers per service (including the Cleansing Supervisor)
Provision of Conveyance of collected refuse away from the Contract Area as delineated in Contract Schedule 2	Once per three times cleansing services OR when instructed.	116 nos.*	The Contractor shall provide adequate number of staff to support all the specified required services on each service.

\* No. of services is an estimation. Only actual requirement will be entitled to payment and subject to real needs. Actual requirements may be varied by 10% of the estimates.

Remarks: The Contract Area is located at a remote area. Contractor should consider appropriate means of transport for the execution of the Services in accordance with the laws & regulations of HKSAR.

**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 during the entire Contract Period provide at its own costs sufficient uniforms, cleansing equipment, materials and tools 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.
- (b) The Contractor shall provide black biodegradable plastic litter bags not less than 0.05 mm x 1070 mm (height) x 1150 mm (width) with drain holes at lower part of bags which could be fitted onto the existing litter bins and litter stockades found in the Contract Area;
- (c) The material of the biodegradable plastic litter bags shall be Low Density Polyethene “LDPE” made from 60% recycled plastic content with additive added for 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 should 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 may render the tender invalid;***
- (d) The Contractor shall promptly replace at its own costs any of these equipments 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.

- (e) 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 Sai Kung East Country Park, 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 Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 6 in the performance of the Services.

**Part 6 – Performance and Measurement Standard of Services**Provision of Cleansing Services

The Contractor shall provide the Services in accordance with the Service Requirements and performance standards set out below.

**1. Cleansing Tasks**

<b>Job Description</b>	<b>Minimum Frequency</b>	<b>Desired Performance Outcomes</b>
<b>I. Cleansing of Ham Tin, Tai Wan &amp; Tung Wan's Facilities and other particulars as specified in Contract Schedule 2</b>	At least once per service	Open outdoor areas within Contract Area are clear of litter, waste materials, grease and stains.
		All Facilities including the litter stockades, signs notice board, barbecue pits, camping poles and seashore area from high water mark to low water mark and refuse hanging on vegetation within the Contract Area. (Seasonal tide and weather will influence the size and amount of refuse within the Contract Area)
		All areas including the abandoned field behind Tung Wan and MacLehose Trail from M035 to M037 including 1 metre width on both sides of the trail as marked at the location plan in Contract Schedule 2.
<b>II. Refuse Collection and Cleansing</b>  To deploy Cleaners to: (i) Clear and empty all litter containers / stockades in the Contract Area;	At least once per service	All refuse and wastes shall be collected, sorted in an environmental friendly manner, temporarily stored and disposed properly. The refuse collection and material recovery chamber and other temporary waste storage areas should be kept in a reasonable state of tidiness.
		The Contractor is required to provide its own transportation means to dispose all refuse and wastes collected to refuse collection point as agreed by the Government Representative.

Job Description	Minimum Frequency	Desired Performance Outcomes
(ii) Collect and remove all refuse from the Contract Area		Burning, burying or dumping of refuse is strictly prohibited.
<b>III.</b> Conveyance of Collected Refuse	One operation per three times cleansing service or as instructed	Each conveyance of refuse collected service by using boat / junk should remove all the collected refuse (including the refuse bags in the litter stockades) away from the Contract Area. (The Contract Area is not accessible by vehicle and must be approached from sea or on foot in paths over 2 hours.)
		The Contractor must convey and dispose of the collected refuse properly in accordance with the prevailing Hong Kong Laws and Regulations. The refuse picked up or collected must be black biodegradable plastic litter bags provided by the Contractor. Deposited to Wong Shek Pier Refuse Collection Point is prohibited.
		Number of litter bags for disposal will be counted by the Government Representatives. Each unit of conveyance service should have the capacity to convey up to 250 bags of litter.
<b>IV.</b> Response time to rectify if the standard of Performance Measures <b>I and III</b> below that of the desired outcomes	All the times	At any time when the level of cleanliness of the Contract Area falls below the acceptable standard, remedial action should be taken timely so that acceptable standard can be re-established within one (1) day.

- Remarks: 1. The Contract Area is NOT accessible by vehicle and must be approached from sea or on foot via footpaths over 2 hours (i.e. about 6.5 km one way from Pak Tam Au). Contractor should, in accordance with the prevailing laws and regulations of HKSAR, arrange appropriate manpower and means of transport to complete each cleansing service.
2. Seasonal tide and weather will influence the size and amount of refuse within the Contract Area.

**2. Supervision and Administration**

<b>Job Description</b>	<b>Desired Performance Outcomes</b>
Overall supervision and availability of staff	<p>The Contractor should properly supervise the work of the Contractor's Employees and should provide not less than the number of staff required stipulated in Part 3 of this Schedule.</p> <p>The Contractor shall provide additional staff to perform the cleansing and related tasks to the required standards at its own expenses.</p>
Response time to ad-hoc or emergency services during typhoon or rainstorm warning	Ad-hoc or emergency requests for provision of cleansing and supporting services are attended to within one (1) day from receiving verbal request from the Government Representative.
Response time to supplementary services	Requests for provision of supplementary services are attended to within seven (7) days from the date of the written request of the Government Representative.

## **Contract Schedule 2**

### **Location Plan and Particulars of Facilities at Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park**

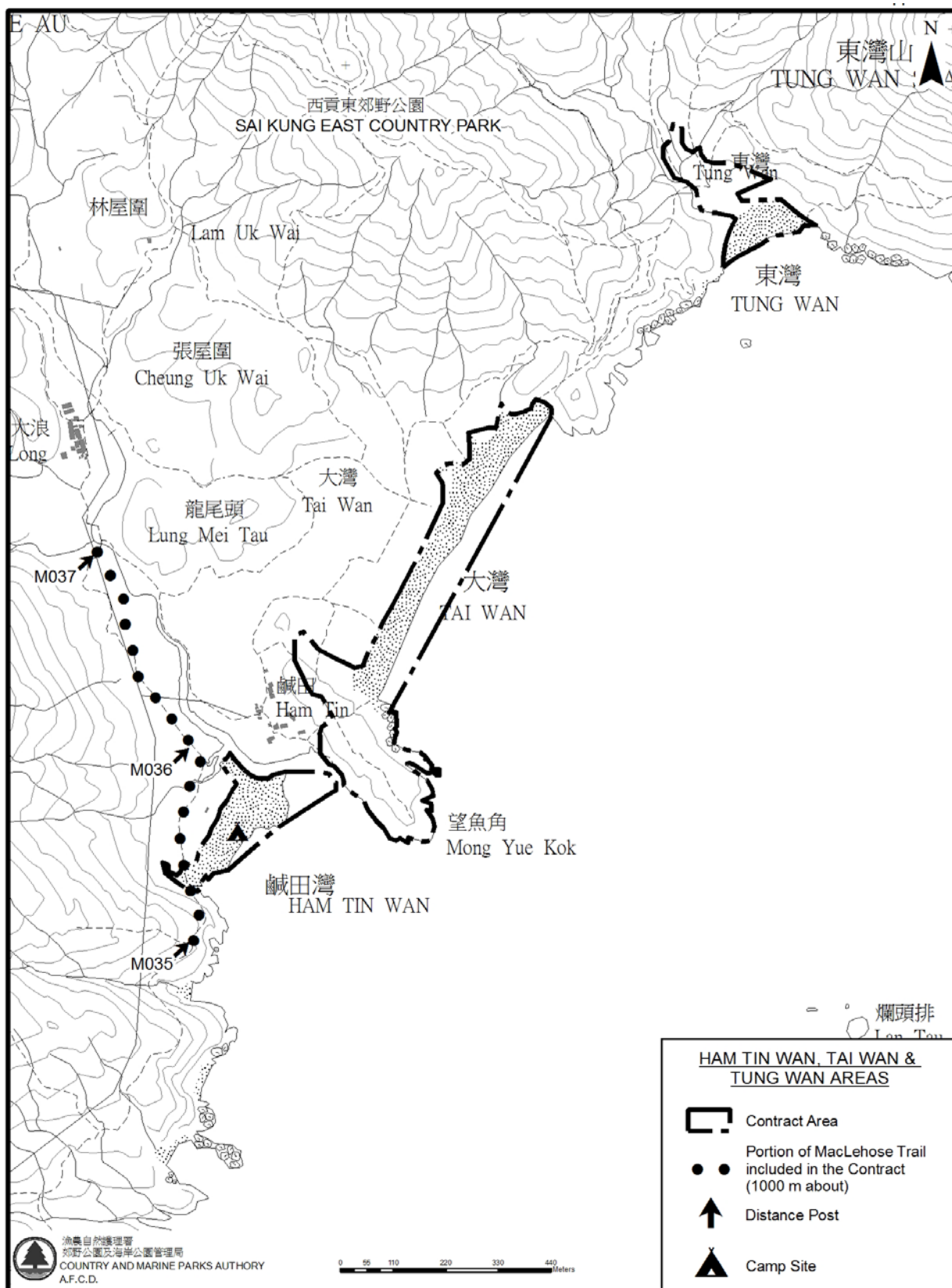
Appendix I: Location Plan of Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park

Appendix Ia: Particulars of Facilities at Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park

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



# Appendix I: Location Plan of Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park



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**Appendix Ia: Particulars of Facilities at Ham Tin, Tai Wan and Tung Wan in  
Sai Kung East Country Park**

<b>No.</b>	<b>Particulars of Facilities</b>	<b>Quantity</b>
1	Litter container / stockades Size of stockades	5 Nos. [1.4 x 1.4 x 1.0m in Tung Wan; 3.0 x 3.0 x 1.0 m in Ham Tin (2 nos) 3.3 x 1.6 x 1.2 m and 2.4 x 1.4 x 1.0m for Tai Wan]
2	BBQ pits cum benches	8 nos.
2	Camping poles	6 nos.
4	Signs and Notices	24 nos.
5	MacLehose Trail	From M 035 to M 037 (including 1 metre width on both sides of the trail as marked on Appendix I)
6	The abandoned field behind Tung Wan as on appendix I	

Remarks:

- 1. The actual quantities of particulars of all locations stated above may be more or less than stated estimate and the Contractor must be prepared to accept as a part of the Contractor an increase or a decrease of the stated estimate.***
- 2. The Area is not assessable by vehicle and must be approached from sea or on foot via footpaths over 2 hours (i.e. about 6.5 km one way from Pak Tam Au). Contractor should, in accordance with prevailing Hong Kong Laws and Legislations, arrange appropriate manpower and means of transport to complete each cleansing service.***

**Contract Schedule 3**

**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 4**  
**Staffing Schedule and Monthly Wage for Cleaners**

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

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

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

**Contract Schedule 5**  
**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.

**Contract Schedule 7**  
**Green Guidelines for Cleansing Services**

**1. Cleansing Products and Supplies**

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

Product Item	Recommended Green Specifications
<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> </ol> </li> </ul>

	<ul style="list-style-type: none"> <li>vi. Mercury</li> <li>vii. Selenium</li> </ul>
<b>Sanitary Detergent</b>	<ul style="list-style-type: none"> <li>• The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs) and ethylene diaminetetra acetic acid (EDTA).</li> <li>• The pH value of product, before dilution, should not be higher than 11.5 or less than 2.</li> <li>• The product should not contain halogenated substances or solvents, including reactive chlorine compounds.</li> <li>• The product should not contain more than 5% by weight of volatile organic compounds (VOCs).</li> <li>• The product should not be formulated or manufactured with phosphate or phosphonates.</li> <li>• The product should not be formulated with any chemicals that are included in the international Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens.</li> <li>• The surfactant used in the product should be at least 90% biodegradable.</li> <li>• The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> <li>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</li> </ul> </li> </ul>

	<p>exceed 0.15 mg/kg.</p> <ul style="list-style-type: none"> <li>• <b>Cotton Waste</b> AOX emissions in the bleaching effluent should be less than 100 mg Cl/kg.</li> </ul>
<b>Disinfectant</b>	<ul style="list-style-type: none"> <li>• The product should not be formulated or manufactured with surfactants belonging to alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA) or nitrilotriacetate (NTA).</li> <li>• The product should not be formulated or manufactured with builders belonging to phosphates.</li> <li>• The product should not be formulated with any chemicals that are included in the International Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens.</li> <li>• The product should not be formulated or manufactured with aromatic compounds.</li> </ul>
<b>Deodorants</b>	<ul style="list-style-type: none"> <li>• The product should not contain substances regulated in the Montreal Protocol on Substances that Deplete the Ozone Layer (particularly CFCs and HCFCs).</li> <li>• The surfactant used in the product should be readily biodegradable.</li> <li>• The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA), nitrilotriacetate (NTA), phthalates, halogenated organic solvents.</li> <li>• The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> <li>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> <li>• The product should not contain more than 5% by weight of volatile organic compounds (VOCs)</li> <li>• The product should not contain phosphorus content of more than 0.2% by weight.</li> <li>• The sum of benzene, toluene, xylene, ethylbenzene, 1,4- Dichlorobenzene, and styrene contents should be smaller than 0.1% by weight.</li> <li>• The undiluted product should not contain any of the following components: <ul style="list-style-type: none"> <li>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> </ul>



	<ul style="list-style-type: none"><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>
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**2. Water Saving**

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

**3. Energy Saving**

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

**4. Staff Training**

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

**Provision of Cleansing Services to  
Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park**

**Part 4**

**OFFER TO BE BOUND**

1. Having read the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments of this Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to carry out the whole of the Services which may, during the Contract Period or any extension thereto be required, by or on behalf of the Government Representative to be carried out, at the prices quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments.
3. I/We also certify that the particulars given by me/us below, are correct:
  - (a) The number of my/our/the Company's Business Registration Certificate is  
.....
  - (b) The date of expiry of my/our/the Company's Business Registration Certificate is  
.....
  - (c) I am/We are/The Company is covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:  
 Policy No. ....  
 Name of Insurance Company .....  
 Period covered by the Policy is from to .....  
 Brief particulars of the cover provided and any special conditions are as follows:  
 .....  
 .....
4. I am/We are duly authorized to bind the said Company hereafter mentioned by my/our signature(s).
5. The name of the Company is .....  
.....
6. The registered office of the Company is situated at .....  
.....Hong Kong.
7. Name(s), Title(s) and address(es) of person(s) signing:  
.....  
.....

Signature(s):.....

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

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

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

**Provision of Cleansing Services to  
Ham Tin, Tai Wan & Tung Wan Areas in Sai Kung East Country Park**

**PART 5  
MEMORANDUM OF ACCEPTANCE**

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

I .....

*(Name and position of officer)*

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

.....  
.....

Dated this ..... day of ..... 2018.

Signed by the said .....

in the presence of : .....

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

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