

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT  
TENDER FOR THE PROVISION OF SERVICES**

*Tender Ref. :* AFCD/CMS/01/24

**TENDER FORM**

*Contract No. :*

*File Ref. :* ( ) in AF GR BDG/09/5/2 Pt.4

**LODGING OF TENDER**

To be acceptable as a Tender, this form, properly completed in TRIPPLICATE and enclosed in a sealed plain envelope marked

**"Tender for the Provision of Combined Management Services for  
Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market  
(TMJCWFM) (Tender Ref: AFCD/CMS/01/24)"**

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

**before 12:00 noon on 13 May 2024 (Hong Kong time).** Late Tenders will not be accepted.

**INTERPRETATION**

**PART 1 — TERMS OF TENDER WITH ANNEXES A - C AND APPENDICES A - I**

**PART 2 — GENERAL CONDITIONS OF CONTRACT**

**PART 3 — CONTRACT SCHEDULES 1 - 9 WITH APPENDICES 1 - 2**

The Interpretation, the Terms of Tender with Annexes A-C and Appendices A-I, the General Conditions of Contract and the Contract Schedules 1-9 with Appendices 1-2 used for tendering for provision of services to the Government of the Hong Kong Special Administrative Region are attached to this Tender Form.

Copies of the above-mentioned documents can also be obtained from the following:

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

Dated this 19 day of April 2024



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

**PART 4 — OFFER TO BE BOUND**  
**(PLEASE SIGN AND SUBMIT THIS PART4**  
**WITHOUT CHANGING THE ORIGINAL TEXT)**

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

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

Name of the Tenderer :

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

Date :

Notes:

- (i) *For Paper-based Tendering, the Offer to be Bound to be submitted shall be Part 4 of this Tender Form or a printed copy from a softcopy of Part 4 of this Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 4 of this Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will **not be considered further**.*
- (ii) *\* For Paper-based Tendering, this Part 4 – Offer to be Bound shall be signed and submitted in the Tender before the Tender Closing Time. This signed Part 4 – Offer to be Bound to be submitted must not be a photocopy of the original, otherwise, **the Tender will not be considered further**.*
- (iii) *In compliance with the restriction set out in Paragraph 11.4 of the Terms of Tender, the Tenderer shall not make any alteration to the original text set out in this Part 4 – Offer to be Bound, otherwise **the Tender will not be considered further**. Deleting inapplicable word “I/we” or “me/us” or the alternative wording denoted by # above is however not to be treated as an alteration.*

**PART 5  
MEMORANDUM OF ACCEPTANCE**

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

I

-----  
*(name and position of officer)*

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

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

Signed by the said

in the presence of :

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香港特別行政區政府

招標承投提供服務

(中文版本僅供參考)

招標編號： \_\_\_\_\_

投標表格

合約編號： \_\_\_\_\_

投遞標書

投遞標書，必須填妥此表格，一式三份密封於信封內，信封面註明 \_\_\_\_\_，致 政府物流服務署開標委員會主席收，並於 2024 年 \_\_\_\_ 月 \_\_\_\_ 日 中午 \_\_\_\_ 時 (香港時間) 前投入設於 \_\_\_\_\_ 內。逾期投標概不受理。

釋義

第 1 部分 — 招標條款連附件A-C和附錄A-I

第 2 部分 — 一般合約條款

第 3 部分 — 附表1-9連附錄1-2

有關招標承投提供服務予香港特別行政區政府的釋義部份、投標條款連附件A-C和附錄A-I、一般合約條款及有關附表1-9連附錄1-2的詳情，載於本投標表格內。

以上招標文件亦可於下列地點索取：

長沙灣道 303 號

長沙灣政府合署 5 樓

漁農自然護理署

日期： \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

政府代表

**第 4 部分 — 應約履行**  
**( 請簽署及提交本第 4 部分**  
**請勿更改原文 )**

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

\*# 由投標者簽署／獲授權簽署人為及  
 代表投標者簽署 : \_\_\_\_\_

投標者名稱 : \_\_\_\_\_

# 獲授權簽署人姓名及職位 ( 如適用 ) : \_\_\_\_\_

日期 : \_\_\_\_\_

**備註：**

- (i) 就紙張式投標而言，投標者遞交的「應約履行」須是本投標表格的第 4 部分，或本投標表格第 4 部分的軟拷貝打印本，又或其硬複本或打印本的影印本或掃描本。投標者為遞交「應約履行」而以任何方式複製本投標表格的第 4 部分 ( 包括以打字方式複製表格 ) 均不獲接受。如「應約履行」不符合上述要求，有關標書 **將不獲進一步考慮**。
- (ii) \*就紙張式投標而言，第 4 部分-「應約履行」須在截標時間前簽署和遞交。投標者遞交的第 4 部分-「應約履行」須為已簽署的正本，不得為影印本，否則**有關標書將不獲進一步考慮**。
- (iii) 為遵守招標條款第 11.4 段所訂明的限制，投標者不得對第 4 部分-「應約履行」的原文作出任何更改，否則**有關標書將不獲進一步考慮**。但，刪除不適用的字詞 (「我／我們」) 或上文# 所標示的替代用詞並不被視作更改。

第5部分  
接受投標備忘錄

本人 \_\_\_\_\_

( 姓名及職位 )

現代表香港特別行政區政府，接納你就以下項目的合約遞交的標書。現付上構成合約的每份文件的副本，以供識別之用：

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

日期： \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

簽署人：

見證人：

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

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

## INTERPRETATION

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

“Accepted Innovative Suggestions”	means those innovative suggestions proposed by the Tenderer and accepted by the Government in the version attached to the Memorandum of Acceptance for identification purposes;
“AFCD”	means the Agriculture, Fisheries and Conservation Department;
“Alternative Authentication Method” or “AAM”	means the use of an Identification Code for the submission of a Tender via the e-Tender Box in lieu of the use of a digital certificate;
“Appendix”	means an appendix attached to the Tender Form;
“billing period”	means one or more period(s) within the Contract Period during which one or more Item(s) of Services are provided and are payable for each such period;
“Building Supervisor”	means the staff working and stationing at the Venue with duties described in Clause 2 of Part B in Contract Schedule 2;
“Cleaners”	means any one or more of the cleaners deployed by the Contractor pursuant to Contract Schedule 2 for performing the general cleansing and related tasks under Contract Schedule 2 in the provision of the Services;
“Commencement Date”	means 1 September 2024, or such later date as may be specified in writing by the Government Representative;
“Common Area”	means areas which are designated as “Common Area” in Contract Schedule 3;
“Companies Registry”	means the Companies Registry of the Government;
“Contract”	<p>means the contract made between the Government and the Contractor for the provision of the Services on the terms set out in the “Interpretation”, the “Terms of Tender”; the “General Conditions of Contract”; the “Appendix”; the “Contract Schedules”; the “Offer to be Bound” and the “Tender Acceptance”.</p> <p>In each case subject to such further changes as the Government may stipulate in exercise of its powers under the Terms of Tender, and/or otherwise subject to such further changes as the Government and the Contractor may agree. All of these documents shall be attached to the Memorandum of Acceptance to be issued under Paragraph 27.10 of the Terms of Tender for identification purposes.</p>

	<p>Each of the above documents shall be referred to throughout the Tender Documents and the Contract by their respective titles as appearing in quotation marks above.</p> <p>References to “the Contract” or “this Contract” shall mean the same Contract as defined above;</p>
“Contract Area”	means the Common Area, HAD Area and the Landscape Desk ;
“Contract Deposit”	has the meaning given to it in Paragraph 30 of the Terms of Tender and Clause 20 of the General Conditions of Contract;
“Contract Manager”	means the individual appointed by the Contractor as Contract Manager pursuant to Clause 1 of Part B of Contract Schedule 2;
“Contract Period”	has the meaning given to it in Clause 1.1 of the General Conditions of Contract;
“Contract Price”	means in relation to the Services comprising one or more Item(s), and in respect of a billing period during which such Item(s) of Services are provided, the amount payable for such Service(s) over that billing period on and subject to the terms and conditions of the Contract and is to be calculated based on the Unit Price(s) per such billing period for such Item(s) as specified in the Price Schedule; and if expressly stated as applicable in the Price Schedule, the quantity of such Item(s) (which is not measured in billing periods) of the Services performed in that billing period;
“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 is accepted by the Government through the issue of the Tender Acceptance;
“Contractor’s Employees” or “Employees”	means the persons deployed by the Contractor to perform the Services;
“Date of Tender Acceptance” or “Tender Acceptance Date”	means the date of the Tender Acceptance
“Demerit Point(s)”	<p>means the demerit point attracted due to issue of notices of default by any Government bureaux or departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of:</p> <p>(a) wages;</p> <p>(b) holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;</p> <p>(c) wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal</p>



	<p>no. 8 or above is hoisted;</p> <p>(d) daily maximum working hours;</p> <p>(e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;</p> <p>(f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned); and</p> <p>(g) gratuity payable to Non-skilled Workers with no less than one year of service under a continuous contract.</p>
“Electronic Record”	has the meaning given to it under the ETO;
“Electronic Tendering”	means the making and submission of a Tender through the e-Tender Box whether through the use of a digital certificate or through the use of an Identification Code;
“essential requirement”	means a requirement specified in the Tender Documents which is identified as an essential requirement or a requirement in relation to which it is stated in the Tender Documents that the non-compliance by a Tender or a Tenderer as at the Tender Closing Time will lead to that Tender or Tenderer not being considered further (or the Tender or Tenderer being disqualified);
“Estimated Contract Value”	means the “Total Service Charge” proposed by the Tenderer in Section I, Part 1 of Appendix C to the Terms of Tender, subject to such modification and accepted by the Government;
“e-Tender Box” or “ETB”	means the electronic tendering platform of the information technology system known as “Procurement and Contract Management System” or “PCMS” of the GLD for ETB Users to view tender notices and tender documents, and prepare and submit tenders electronically whether through the use of a digital certificate or an Identification Code;
“ETB User”	means a person who has registered with the PCMS whether as a GLD supplier, or a GLD subscriber, or a person who is for the time being just an applicant to become a GLD supplier up to the time of the notification of the result of its application;
“ETO”	means the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong);
“Force Majeure Event”	<p>means:</p> <p>(a) any outbreak of war, hostilities (whether war be declared</p>

	<p>or not), invasion, acts of foreign enemies, rebellion, revolution affecting Hong Kong, overthrow (whether by external or internal means) of the Government; or</p> <p>(b) any event which is not caused or contributed to by, and is beyond the control of, the Contractor, its related persons (as defined in Paragraphs 25.6 and 25.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent of the Contractor and none of them can prevent the consequences of such event from happening;</p> <p>and which, in any case of (a) or (b) above, materially prevents the performance of the duties and obligations of any Party hereunder; for the avoidance of doubt, any change of law and regulation of whichever jurisdiction shall not be treated as a Force Majeure Event;</p>
“general holiday” or “public holiday”	means a Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong);
“Good Industry Practice”	means the standards, practices, methods and procedures conforming to all laws and regulations, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Data” or “Government Property”	means all property, equipment, data, documents, information, text, drawings, pictures, diagrams, images, sound or music, and any other materials of whatsoever nature (tangible or intangible) stored, presented or embodied in any medium, and which are provided or to be provided by the Government to the Contractor under or for the purposes of or in relation to the Contract or otherwise the Contractor has access;
“Government Logistics Department” or “GLD”	means the Government Logistics Department of the Government;
“Government Representative”	<p>means the Director of Agriculture, Fisheries and Conservation of the Government or any public officer of the Agriculture, Fisheries and Conservation Department authorised by for the purposes of the Contract.</p> <p>The Government may change the Government Representative and/or his post title from time to time as it thinks fit without prior notice to the Contractor;</p>

“Guard”	means workers specified in Clause 4 of Part B of Contract Schedule 2;
“HAD Area”	means areas which are designated as “HAD Area” in Contract Schedule 3;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong dollars”	means the lawful currency of Hong Kong;
“Identification Code”	means a unique 8-character code generated by the ETB and sent to the email account registered by the ETB User with the PCMS (viz., “registered email account”) upon the request of the ETB User for the submission of a Tender through the use of such code;
“Independent Accredited Laboratory”	means a laboratory which: <ul style="list-style-type: none"> <li>(a) is accredited for the required scope as specified in the Tender Documents under the Hong Kong Laboratory Accreditation Scheme (HOKLAS) operated by Hong Kong Accreditation Service or under other accreditation scheme operated by any one of the laboratory accreditation bodies with which HOKLAS has concluded mutual recognition agreements/arrangements or such other accreditation as may be specified in the Interpretation (Supplement);</li> <li>(b) must not be the same entity as the Tenderer or the Contractor; and</li> <li>(c) must not be an associate or associated person (as defined in Clause 50.3 of the General Conditions of Contract) of the Tenderer or the Contractor;</li> </ul>
“Information Schedule”	means a schedule attached to the Tender Form for completion of the Tenderer’s information;
“Inland Revenue Department”	means the Inland Revenue Department of the Government;
“Inspecting Officer”	Means the officer appointed by the Government Representative for the purpose of inspecting the Services performed in pursuance of the Contract;
“Intellectual Property Rights” or “IPR”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;
“Interpretation”	means this Interpretation;

“Invitation to Tender”	means this invitation to tender for the provision of the Services to the Government on the terms and conditions set out in the Tender Documents;
“Marking Scheme”	means where the Technical Proposal and the Price Proposal of a Tender are to be evaluated separately, a scheme which collectively contain those procedures requirements and criteria for the evaluation of such Proposals separately;
“Materials”	means any and all works and materials of whatsoever nature (including their drafts and uncompleted versions) developed, written, prepared, produced, created, collected, compiled or provided by or on behalf of or for the Contractor, in relation to the Services or for the purposes of the Contract including without limitation, any reports, summaries, models, questionnaires, analyses, papers, advice, recommendations, documents, records, plans, designs, drawings, pictures, diagrams, images, sound, music, formula, tables, charts, databases, computer source codes, compilation of data or information, data or information collected, compiled, produced or created by the Contractor, its employees, agents or sub-contractors in relation to the Services or for the purposes of the Contract, recorded or stored by whatever means;
“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 15 of the General Conditions of Contract subject to and after any deductions in respect of that month;
“Monthly Rate”	means the monthly rate for calculating remuneration for the Services as set out in the Contract chargeable by the Contractor to the Government for the provision of the Services before deductions;
“Monthly / Daily Wage rate of SMW plus Paid Rest Days”	has the meaning assigned in Paragraph 9 of the Terms of Tender;
“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor and/or the sub-contractor to work under the Contract, and for the present purpose, include Guards, Cleaners, etc.
“Non-skilled Worker Contract”	means a non-works service contract of the Government that rely heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Tender, include this Contract;
“Non-collusive Tendering Certificate”	means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender;

“Original Tender Closing Date”	means the date specified in the “Lodging of Tender” section of the Tender Form as the latest date before which Tenders must be deposited with the Government, regardless of whether the date has been extended subsequently;
“Original Tender Closing Date”	means the date specified in the “Lodging of Tender” section of the Tender Form as the latest date before which Tenders must be deposited with the Government, regardless of whether the date has been extended subsequently;
“Paper-based Tendering”	means the making and submission of a Tender in paper form in accordance with the “Lodging of Tender” section of the Tender Form;
“Permissible Currency”	means US dollars or any other permissible currency in which the Unit Prices may be quoted as specified in the Terms of Tender (Supplement) (if any);
“Personal Protective Equipment”	means all equipment which is intended to be worn or otherwise used by a person at work and which protects the person against one or more hazards to his/her safety or health, including safety helmets, gloves, eye protectors, respiratory and disease prevention protective equipment such as surgical masks, face shields, ear protectors, high visibility clothing, safety shoes, safety harnesses, etc
“Price Proposal”	means the Price Schedule to be completed by the Tenderer;
“Price Schedule”	means the price schedule attached to the Tender Form for completion of the Unit Price quotation(s) of the Services offered and also containing the payment timetable for the Contract Price (if applicable);
“Procuring Department”	means the bureau or department of the Government specified as such in the Appendix;
“Relevant Offences”	means the offences as defined in Paragraph 4 of the Terms of Tender;
“Schedules”	means the Completeness Check Schedule, the Price Schedule, the Information Schedule, the Non-collusive Tendering Certificate and any other schedule(s), referred to in Part 3 of, and in the respective forms attached to, the Tender Form; they may be assigned a consecutive number and/or letter for identification purposes;
“Services”	means the provision of combined management services at the Contract Area and includes all other obligations, tasks and duties ancillary or incidental thereto in accordance with Contract Schedule 2 – “Service Requirements” and subject to all the terms and conditions of the Contract;
“Service Specifications”	means the specifications referred to in Part 3 of, and in the form attached to, the Tender Form; references to Service

	Specifications include those specifications offered by the Tenderer and accepted by the Government (if any);
“Specified Tender Box”	means the tender box specified in the “Lodging of Tender” section of the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
“Standard Employment Contracts”	means the written employment contracts to be entered into between the Contractor and its Non-Skilled Workers, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks:  < <a href="https://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html">https://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html</a> > for Chinese version and  < <a href="http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html">http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html</a> > for English version;
“Statement of Conviction”	means the Statement of Convictions in respect of the Relevant Offence in the form of Section 4 of Appendix A;
“Statutory Minimum Wage”	means the hourly wage rate as specified in the Minimum Wage Ordinance (Cap. 608);
“Technical Proposal”	means all proposals, information and documents required to be submitted as part of the Tender apart from the Price Schedule;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Acceptance”	has the meaning given to it in Paragraph 28.1 of the Terms of Tender;
“Tender Closing Date”	means the latest date and time by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 12.7(b) and 12.7(c) of the Terms of Tender;
“Tender Closing Time”	means the time on the Tender Closing Date before which Tenders must be deposited with the Government in the manner stipulated in the Tender Form as the same may be extended from time to time whether in accordance with Clause 12.7(b) and 12.7(c) of the Terms of Tender or otherwise;
“Tender Document”	means the documents as specified in Paragraph 1 of the Terms of Tender;
“Tender Form”	means:  (a) in the case of a Tender submitted in paper form, the Tender Form G.F. 231 issued for the Invitation to Tender; and

	(b) in the case of a Tender submitted electronically, the tender form available on the e-Tender Box for completion electronically;
“Tender Submission Date”	means the date of the Offer to be Bound;
“Tender Validity Period”	means the period of time mentioned in paragraph 13.2 of the Terms of Tender during which a tender shall remain open;
“Tenderer”	means a person which or who has capacity to contract and has submitted a Tender in response to this Invitation to Tender;
“terms and conditions of use of the PCMS and the e-Tender Box”	means all those terms and conditions for the use of the PCMS and the e-Tender Box from time to time published on the website of the e-Tender Box including the “Terms and Conditions of Use of the PCMS and the e-Tender Box” and the “e-Tender Box System and File Attachment Requirements” in the version prevailing immediately prior to the Tender Closing Date;
“TMJCWFM” or “Venue”	means Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market as described in Contract Schedule 3;
“Total Estimated Service Price”	means an amount equal to the summation of the Estimated Service Prices for all such Item(s) which have been awarded to the Contractor;
“Unit Price” (in upper or lower case)	means the rate/unit price for an Item set out in the Price Schedule per billing period;
“website of the e-Tender Box”	means the website of the following address: <a href="https://pcms2.gld.gov.hk">https://pcms2.gld.gov.hk</a> ;
“Worker”	means Contract Manager, Building Supervisor, Guards, and Cleaners; and
“Working Day”	means Monday to Friday, other than a public holiday, or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is/are in force, for any time during the normal business hours

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; reference to any person shall include references to individual, firm, public body, body corporate or unincorporated (whenever established or incorporated).
3. Section, part or clause headings to any provision, schedule, annex, appendix and other attachments of this Tender Document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Document.
4. Where in any part of the Tender Document reference is made to a part, clause, sub-clause,

schedule, annex, appendix or attachment by number or letter, such reference, unless expressly stipulated otherwise, shall be construed as a reference to the clause, sub-clause, schedule, annex, appendix or attachment of that number or letter contained in that part of the Tender Document.

5. References to ordinances, statutes or statutory provisions shall be construed as references to those ordinances, statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subsidiary legislation made under those statutes.
6. References to time and dates in the Tender Document shall be construed as Hong Kong time and dates.
7. References to a day refers to a calendar day; references to a month or a monthly period refers to a calendar month and references to a year refers to a calendar year.
8. References to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them; references to “Government” shall include its assigns, successors in title, and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions.
9. References to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislations, orders, rules and regulations having the force of law and rules of civil and common law and equity.
10. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
11. Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
12. Any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor.
13. Words importing the whole shall be treated as including a reference to any part of the whole.
14. The expressions “include” and “including” shall be construed without limitation to the words following.
15. References to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form.
16. Reference to “original signature” or “originally signed” includes a digital image of a hand-written signature (viz., a scanned signature).
17. Where a general obligation in the Tender Document or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.
18. 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.

19. 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.
20. The expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong). The expression “officer” has the meaning given to it in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
21. Unless otherwise provided, all payments should be made in Hong Kong currency.
22. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.
23. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.
24. All and any provisions set out in the Standard Terms and Conditions (viz., the Tender Form, the Interpretation, the Terms of Tender and their Annexes and Appendix and the General Conditions of Contract) may be further amended or deleted in the supplements to these documents to be issued as part of the same set of the Tender Documents for an Invitation to Tender, regardless of whether or not this is stated to be the case in the individual provisions. The Schedules in the form as found in the Standard Terms and Conditions are templates only and only the actual version attached to the Tender Form shall be deemed to form part of the Tender Documents but not those templates.
25. Where there is any provision in the Standard Terms and Conditions which provides that an alternative or additional requirement may be set out in the Interpretation (Supplement), or the Terms of Tender (Supplement), or the General Conditions of Contract, or any of the Schedules, or the applicability of certain requirement may be confirmed in any of the aforesaid documents, but in the Tender Documents published, there is no mention of any such alternative or additional requirement in any of the aforesaid documents, or no confirmation that the requirement should apply, it shall be deemed that there is no such alternative or additional requirement, or that the relevant requirement does not apply (as the case may be).
26. Unless otherwise expressly stated, all provisions of the Tender Documents shall apply regardless of whether Paper-based Tendering or Electronic Tendering is used for the submission of the Tender or formation of the Contract.

**Tender for the Provision of Combined Management Services to  
Tuen Mun Area 44 Joint Users Complex and Wholesale Fish Market  
(AFCD/CMS/01/24)**

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

**1. Tender Documents**

- 1.1 The Tender Document, identified as Tender Ref. AFCD/CMS/01/24, comprises the following documents:
- (a) Lodging of Tender;
  - (b) Interpretation;
  - (c) PART 1 – Terms of Tender with Annexes A-C and Appendices A to I;
  - (d) PART 2 – General Conditions of Contract;
  - (e) PART 3 – Contract Schedules 1 to 9 with Appendices 1 to 2
- 1.2 The definitions and rules of interpretation as provided for in the Interpretation shall apply throughout the Tender Document unless the context provides to the contrary.

**2. Invitation to Tender**

- 2.1 Tenders are invited for the provision of the Services at the Contract Area to the Government on such terms and conditions as set out in the Tender Document.
- 2.2 Each Tenderer should read the Tender Documents carefully prior to submitting a Tender and ensure that it understands all requirements of the Tender Documents.
- 2.3 Each Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 2.4 Each Tenderer should check the numbers of pages of the Tender Documents. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.
- 2.5 Each Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Documents (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of a Tenderer to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.
- 2.6 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Documents (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Documents (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be

entitled to any additional payment, compensation, exemption from compliance or observance, or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any obligation or liability under the Contract as a consequence of any misinterpretation by it of any provision in the Tender Documents or the Contract.

- 2.7 Information, statistics and forecasts set out in the Tender Documents are provided for a Tenderer's reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government does not bind itself to adhere to such information, statistics and forecasts.
- 2.8 Without prejudice to Paragraph 2.7 above, the estimated requirement of the Services specified in the Price Schedule or Service Specifications (if any) is/are estimate(s) of the quantity of the Services that may be required by the Government. They are given for a Tenderer's reference only and are not figures to which the Government binds itself to adhere. The Government's actual requirements may vary depending on the actual need of the Procuring Department and the successful Tenderer must accept any increase or decrease of the stated estimates.
- 2.9 The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Tender and a Tender submitted by a Tenderer in response to this Invitation to Tender.

### **3. Supplementary Information/Tender Addenda**

All supplementary information or tender addenda to the Tender Documents will be provided in writing by the Government and forwarded to all potential Tenderers who have registered with the Government when obtaining a copy of the Tender Documents.

### **4. Debarment on Convictions**

- 4.1 Tenders that fail to meet the essential requirement set out in this Clause 4 will not be further processed or evaluated. A Tenderer must not have been debarred from tendering for this Contract as at the tender closing date due to its having convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as "Relevant Offences"):
- (a) any offence under the Employment Ordinance (Cap. 57) or the Employees' Compensation Ordinance (Cap. 282), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221);
  - (b) Section 17I (1) or 38A(4) of the Immigration Ordinance (Cap. 115);
  - (c) Section 89 of the Criminal Procedure Ordinance (Cap. 221) or Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another

person to breach his condition of stay);

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

Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered. If a Tenderer is convicted of any of the Relevant Offences, it is debarred from tendering for this Contract for a maximum period of five years from the date of conviction or if applicable the date of Tenderer's last conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism ("Debarment Period"). The Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the review mechanism on the date before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period of maximum five years from the date of that subsequent conviction.

- 4.2 For the purpose of debarment, a conviction of any of the Relevant Offences will count irrespective of whether it is obtained under a government or private contract and irrespective of the type of services offered under that contract. For the avoidance of doubt, a conviction will still be counted even if it is not obtained under any service contract. Convictions will be counted by the number of summonses convicted.
- 4.3 For the avoidance of doubt,
  - (a) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted; and
  - (b) If the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred from tendering for any Non-skilled Worker Contract.
- 4.4 If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the Tenderer following the conviction of any of the

Relevant Offences, the Tenderer shall be subject to a Debarment Period of five years from the date of conviction, irrespective of whether a fine is also imposed.

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

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

- 4.6 The Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the Review Mechanism on a date before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period determined in accordance with Paragraphs 4.4 and 4.5 above in regard to that subsequent conviction.
- 4.7 The Tenderer shall submit as part of the tender the Statement of Convictions in Annex A setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of 5 years immediately preceding the Tender Closing Date. The Statement of Convictions shall be submitted in respect of:
- (a) the Tenderer itself;
  - (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and
  - (c) where applicable, its sub-contractor.

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

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

4.9 Notwithstanding Paragraph 4.1, in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:

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

## 5. Demerit Points

5.1 Tenders that fail to meet the essential requirement set out in this Clause 5 will not be further processed or evaluated. If a Tenderer has accumulated three Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five years from the date on which the third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

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

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

5.3 Any Demerit Point which is under appeal to the procuring department of the Government which issued the same will still be counted for the purpose of debarment and for the purpose of Paragraph 5.2 above.



## **6. Conviction and Demerit Points of Sub-contractors**

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

- (a) the Tenderer shall ensure that the sub-contractor proposed in the tender has not been debarred due to conviction of any of the Relevant Offences in Paragraph 4 or accumulation of three or more Demerit Points in Paragraph 5; and
- (b) the Tenderer shall submit as part of its tender a Sub-contractor's Acknowledgement.

otherwise its Tender may not be considered further.

## **7. Sub-contractor's Acknowledgement**

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

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

## **8. Requirements and Information to be submitted**

### **8.1 Essential Requirement**

- (a) Security Company License

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

### **8.2 Other Requirements**

- (a) ISO Accreditation and/or OHSAS certifications

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

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

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

(c) Innovation Suggestions

Tenderers may propose pro-innovation proposals involving application/adoption of new technology/ inventions and/or innovative application of existing/matured technology in Appendix E that may enhance service delivery while contributing to the development of Smart City and innovation and technology development. Pro-innovation proposals may not necessarily be technology-related, but should bring all or some or any one of the improvements/positive values/benefits in terms of the following–

- (i) enhance service delivery in security/access control e.g. smart patrol devices and mobile surveillance cameras, etc.;
- (ii) enhance service delivery in cleaning services e.g. automatic cleaning equipment and hygiene sensing devices; and/or
- (iii) enhance service delivery in property and facility management e.g. smart bulletin boards and self-developed mobile app, etc.

Innovation suggestions cover (1) pro-innovation proposals which are directly relevant to the services and (2) ESG proposals which include measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services.

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

## 9. Wages of Workers

- 9.1 The proposed Monthly Wage for full time employees shall not be less than the monthly wage rate derived from the Statutory Minimum Wage under the Minimum Wage Ordinance (Cap 608), i.e. HK\$9,920 per month, which correspond to 31 days (27 working days plus 4 paid rest days) per month and 8 hours of work per day. For part-time Cleaners, the Daily Wage shall not be less than HK\$160 (4 hours per day). The wage rates of HK\$9,920 per month and HK\$160 per day collectively referred as "Monthly / Daily Wage rate of SMW plus Paid Rest Days". In accordance with Minimum Wage Ordinance and

Standard Employment Contract, Contractor shall provide the Workers with one paid rest day for every period of seven days, irrespective of the number of working days in seven-day period. The Monthly / Daily Wage for Workers is subjected to revision provided that the SMW is adjusted under the Minimum Wage Ordinance (Cap 608).

- 9.2 For the avoidance of doubt, if the working days or working hours of a Worker deviate from the time basis specified in Paragraph 9.1 above, the Monthly / Daily Wage rate of SMW plus Paid Rest Days of such Worker shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract.
- 9.3 If the monthly wage for a worker proposed in Appendix D to the Terms of Tender is less than the Monthly / Daily Wage rate of SMW plus Paid Rest Days, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be the Monthly / Daily Wage rate of SMW plus Paid Rest Days for the purpose of tender evaluation and the Tenderer will also be deemed to agree to pay the Monthly / Daily Wage rate of SMW plus Paid Rest Days if the Tenderer is awarded the Contract.
- 9.4 The Government Representative may at any time before the tender exercise is completed request the Tenderer to confirm its abidance by the Monthly / Daily Wage rate of SMW plus Paid Rest Days. Should the Tenderer refuse to or otherwise fail to confirm such abidance, such proposal will amount to a counter-proposal and may render its tender to be disqualified by the Government in accordance with Paragraph 20 hereto.
- 9.5 If the Tenderer proposes in Appendix D to the Terms of Tender a monthly wage higher than the Monthly / Daily Wage rate of SMW plus Paid Rest Days, that higher monthly wage will become binding on the Tenderer should the Tenderer be awarded the Contract.

## **10. Heat Stroke Prevention Work Plan**

- 10.1 Tenders that fail to meet the essential requirement set out in this Clause 10 will not be further processed or evaluated. Since this Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, the Tenderer shall submit a Heat Stroke Prevention Work Plan which shall cover at least the following proposals by the Tender Closing Date–
- (a) making suitable work arrangement such as rescheduling work to cooler periods and cooler places;
  - (b) carrying out measures by making reference to the Labour Department’s “Guidance Notes on Prevention of Heat Stroke at Work” published on 15 May 2023 at [https://www.labour.gov.hk/common/public/oh/Heat\\_Stress\\_GN\\_en.pdf](https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf) (as may be updated from time to time) covering at least the following:

- (i) to conduct heat stress risk assessments of heat stress for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
  - (ii) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, and providing sheltered/ventilated resting places) based on the risk assessment results; and
  - (iii) to arrange hourly rest breaks as appropriate for Non-skilled Workers working outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force;
- (c) providing potable water at all times during work;
  - (d) providing uniforms with dry-fit properties; and
  - (e) providing wide-brimmed hats, arm sleeves or umbrellas.
- 10.2 The Heat Stroke Prevention Work Plan as specified in Paragraph 10.1 above must be certified by a registered safety officer who has valid registration as at the Tender Closing Date with the Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) using the form set out in Annex B to the Terms of Tender (“Safety Officer Certification”). Details of registered safety officers are available on the Labour Department’s homepage at [https://www.labour.gov.hk/eng/faq/oshq8\\_whole.html](https://www.labour.gov.hk/eng/faq/oshq8_whole.html). **A Tenderer which has failed to submit the Safety Officer Certification signed by a safety officer as aforesaid by the Tender Closing Date will be disqualified and its Tender will not be considered further.**
- 10.3 Since this Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning, it is an essential requirement that the Tenderer shall submit as part of its Tender the Heat Stroke Prevention Work Plan as specified in Paragraph 10.1 above by the Tender Closing Date **otherwise the Tender will not be considered further.**

## 11. Tender Preparation

- 11.1 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.
- 11.2 Unless otherwise specified in the Terms of Tender, the Tenderer must bid for all Items specified in the Price Schedule by submitting the Unit Price for each such Item. **Where a Tenderer fails to do so, its Tender will not be considered further.**

- 11.3 A complete list of all proposals, documents and information which are required to be submitted is set out in the Completeness Check Schedule. These proposals, documents and information to be submitted by the Tenderer shall include the signed Offer to be Bound in Part 4 of the Tender Form (in case of Paper-based Tendering), the Price Schedule, the Information Schedule, the Completeness Check Schedule, the Non collusive Tendering Certificate, and such other proposals, documents and information as specified in the Terms of Tender. Where the two-envelope system is adopted, the Technical Proposal shall be submitted to include all of foregoing apart from the Price Schedule, and the Price Proposal shall be submitted to include the Price Schedule.
- 11.4 The Tenderer must duly complete, sign and submit all of the following in its Tender before the Tender Closing Time, otherwise its Tender will not be considered further:
- (a) Tender Form
    - (i) (*for Paper-based Tendering*) a duly signed Part 4 “Offer to be Bound” of the Tender Form in English or Chinese containing an original signature by or on behalf of the Tenderer. The Offer to be Bound to be submitted (other than the signature on the Offer to be Bound which must be original) shall be Part 4 of the Tender Form or a printed copy from a softcopy of Part 4 of the Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 4 of the Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further; or
    - (ii) (*for Electronic Tendering*) the box signifying the Tenderer’s agreement with Part 4 “Offer to be Bound” of the Tender Form must have been checked;
  - (b) the Unit Price quotations for all Items in the Price Schedule, the Unit Price quotations for those Items (or where applicable, group(s) of Items) which the Tenderer is bidding in the Price Schedule; and
  - (c) PART 1 – Appendix A - Tenderer’s Declaration;
  - (d) PART 1 – Appendix B - Supporting Documents to be submitted by the Tenderer;
  - (e) PART 1 – Appendix C - Price Proposal;
  - (f) PART 1 – Appendix D - Staffing Proposal and Wage Proposal for Workers;
  - (g) PART 1 – Appendix E - Management, Organisation and Supervision, Contingency Plans, Pro-innovation, ESG Proposal and heat stroke plan;

- (h) PART 1 – Appendix H - Non-Collusive Tendering Certificate;
- (i) PART 4 – Offer to be Bound; and
- (j) such other items and documents as specified in the Terms of Tender (Supplement) whereby it is provided that failure to submit any of them before the Tender Closing Time will immediately lead to the Tender not being considered further.

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

- 11.5 In these Terms of Tender, and, where applicable, in the Terms of Tender (Supplement), there are also requirements for the submission of documents and/or information, whereby it is provided that if not supplied by the Tender Closing Time, or upon subsequent request of the Government after the Tender Closing Time, the Tender will not be considered further. Even so, for this type of documents and/or information, the Government is not obliged to make any request for resubmission after the Tender Closing Time. If the Government chooses not to do so, or even if the Government chooses to do so but the Tenderer fails to supply the missing document or information, the Tender will also not be considered further.
- 11.6 For all other proposals, documents and information which do not fall within Paragraphs 11.4 and 11.5 above, the Government reserves the right to seek submission under Paragraph 21.1 of the Terms of Tender or evaluate the Tender on an “as is” basis.
- 11.7 The Tenderer shall complete and submit all Schedules in either English or Chinese and in accordance with other requirements of the Tender Documents. Where a supporting document in its original form is in a language other than English or Chinese, the Tenderer shall provide translation of that supporting document from the language into English.
- 11.8 When completing the tender form, Tenderers shall ensure that:
  - (a) the name of the Tenderer must be the same as the name shown on the Certificate of Incorporation when the company is incorporated under the former Companies Ordinance (Cap 32) or the Companies Ordinance (Cap 622) or the Certificate of Change of Name (if any) or other similar ordinance elsewhere; and
  - (b) all the forms are duly signed by the Tenderer (in the case of a sole proprietorship) or a partner of the Tenderer (in the case of a partnership) or the Tenderer’s authorized person or persons for an on behalf of the Tenderer, with a copy of the board resolution that the signatory is an authorized person (in the case of a company).

- 11.9 Unless funding approval has been secured by the Government, the Government will not award a contract and will not indicate the successful bidder. The Government is not responsible for tenderer's costs for preparing the bids.

## 12. Tender submission

- 12.1 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.

### 12.2 Two-Envelope System

A two-envelope system will be adopted for this tender exercise.

*(for Paper-based Tendering)* A Tenderer shall submit its tender in two (2) envelopes clearly labeled Envelope A and Envelope B respectively on the outside as follows:

- (a) Documents relating to the price information (i.e. the original copy and two (2) copies of Contract Schedule 4 – Price Proposal should be enclosed in a sealed envelope clearly marked “Envelope A” and “**Tender Ref.: AFCD/CMS/01/24 - Tender for Provision of Combined Management Services for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM) - Price Information**”; and
- (b) Documents relating to the technical information (i.e. the original copy and two (2) copies of all other remaining information, the duly signed “Offer to be Bound”, forms, schedules and supporting documents required by the Tender Document but without any price information on provision of the Services) should be enclosed in another sealed envelope clearly marked “Envelope B” and “**Tender Ref.: AFCD/CMS/01/24 - Tender for Provision of Combined Management Services for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM) – Technical Information**”.
- (c) The tender comprising both Envelope A and Envelope B should be enclosed into one single large sealed envelope (Envelope C) clearly marked “**Tender Ref.: AFCD/CMS/01/24 - Tender for Provision of Combined Management Services for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)**” without bearing any reference to the identity of the Tenderer. Envelope C shall be addressed to the Chairman, Tender Opening Committee, Government of Logistics Department and be deposited in the Specified Tender Box before the Tender Closing Date.

*(for Electronic Tendering)*

- (a) in accordance with the terms and conditions of use of the PCMS and the e-Tender Box; and

- (b) through the e-Tender Box through the use of any one type of digital certificates recognised by and uploaded to the e-Tender Box or through an Identification Code.
- 12.3 A Tender submitted through a method other than Paper-based Tendering or Electronic Tendering will not be considered.
- 12.4 The Government may not consider a Tender if:
  - (a) false, inaccurate or incorrect information is given in the Tender; or
  - (b) any proposal, document or information requested in the Tender Documents is not furnished in full in the Tender.
- 12.5 When completing the Tender Documents (including the Offer to be Bound section of the Tender Form), each Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:
  - (a) if the Tenderer is a company incorporated in Hong Kong:
    - (i) the Certificate of Incorporation of the Tenderer; or
    - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer; or
    - (iii) its business name as shown in the current business registration certificate of the Tenderer;
  - (b) if the Tenderer is a sole proprietorship or a partnership, the current business registration certificate of the Tenderer issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or
  - (c) if the Tenderer is incorporated, formed or established outside Hong Kong, a document equivalent to that described in Paragraph 12.5(a)(i), (a)(ii), (a)(iii) or (b) above issued by a governmental or competent authority of the place where the Tenderer is incorporated, formed or established.
- 12.6 Execution and Submission of Tenders
  - (a) Paper-based Tendering
    - (i) A Tender submitted through Paper-based Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if the submitted Part 4 “Offer to be Bound” of the Tender Form is signed in the following applicable manner:



- (1) if the Tenderer is a sole proprietorship, the Tenderer signing the Tender in the name of the Tenderer (or of the sole proprietorship), or a person authorised by the Tenderer signing the Tender for and on behalf of the Tenderer;
  - (2) if the Tenderer is a partnership, one or more partner(s) of the Tenderer signing in the name of the partnership (and in the case of limited partnership, that partner must be a general partner); or a person authorised by the partnership, signing the Tender for and on behalf of the Tenderer; or
  - (3) if the Tenderer is a company, a director of the Tenderer or one or more persons who are duly authorised by the Tenderer signing the Tender for and on behalf of the Tenderer.
- (b) Electronic Tendering
- (i) A Tender submitted through Electronic Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer if it is submitted in any one of the following ways:
    - (1) submission of the Tender via the e-Tender Box through the use of an Identification Code; or
    - (2) submission of the Tender via the e-Tender Box through the use of such type of digital certificate recognised by the ETB, and uploaded by the Tenderer to the ETB. Save in the case where the Tenderer is a partnership, a Tenderer shall use a digital certificate which is issued in its name as appearing in the applicable document mentioned in Paragraph 12.5(a)(ii), (b) or (c) above; otherwise the Tender will not be considered further. In the case that the Tenderer is a partnership, the Tenderer may use a digital certificate issued in the name of one of its partners (or a general partner in the case of a limited partnership), or a digital certificate issued in the name of the partnership; otherwise the Tender will not be considered further.
  - (ii) If any attachment to a Tender submitted by a Tenderer via the e-Tender Box:
    - (1) does not comply with the terms and conditions of use of the PCMS and the e-Tender Box;
    - (2) is found to be contaminated with Virus; or

- (3) is corrupted or otherwise not readable or printable into readable text by the Government,

and such non-compliance of file format, Virus contamination, or file corruption has resulted in failure to submit the relevant proposal, document or information as described in Paragraph 11.4 above by the Tender Closing Time, the Tender will not be considered further and its Tenderer will be notified of such.

- (iii) In the case where the Tenderer uses a digital certificate for the submission of Tender via the e-Tender Box, the Government will verify the validity of a Tenderer's digital certificate with the relevant certification authority which has issued such digital certificate. If the directory service or revocation list service of that certification authority or its contractor is/are not available for any reason, the Government may postpone the verification process until such time when the directory service or revocation list service (as the case may be) of the certification authority or its contractor is/are resumed or when the Tender is opened, whichever is the later. If the verification process is postponed, the Tenderer will be informed of this through an on-screen message and an on-line acknowledgement of the Tender.
- (iv) A Tender will not be considered further if the digital certificate used by a Tenderer for submission of Tender via the e-Tender Box is found invalid (i.e. expired, revoked, or it is not a digital certificate recognised in the e-Tender Box for submission of Tenders) upon verification.

#### 12.7 Tender Closing Time

- (a) (i) Paper-based Tendering

A Tender must be deposited in the Specified Tender Box before the Tender Closing Time. A Tender deposited in the Specified Tender Box at or after the Tender Closing Time, or a Tender not deposited in the Specified Tender Box, will not be considered.

- (ii) Electronic Tendering

Transmission of a Tender through the e-Tender Box shall be successfully completed in accordance with the requirements of the e-Tender Box before the Tender Closing Time. Save as otherwise provided for in the Tender Documents, a Tender will not be considered if the relevant proposal, document or information as described in Paragraph 11.4 above is not successfully and completely transmitted through the e-Tender Box before the Tender Closing Time.

- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is/are in force, for any duration between 0900 and 1200 hours on the date specified in the “Lodging of Tender” section of the Tender Form, the latest date and time before which Tenders are to be deposited in the Specified Tender Box and at the e-Tender Box will be extended to 1200 hours on the next working day.
- (c) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours on the Tender Closing Date, the Government will announce extension of the Tender Closing Time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

12.8 The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender submission submitted and/or deposited by Tenderers in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning Tender submission as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

12.9 If a Tenderer submits a Tender by Electronic Tendering, the Tenderer shall, in addition to compliance with the Tender Documents, observe and comply with all terms and conditions of use of the PCMS and the e-Tender Box as set out in or referred to in the e-Tender Box.

#### 12.10 Modification of Tender

- (a) Before the Tender Closing Time, a Tenderer who has lodged a Tender may modify its Tender as considered necessary.
- (b) Paper-based Tendering

Any modification to the submitted Tender considered necessary by the Tenderer shall be the subject of a separate letter accompanying the Tender. Figures and words shall not be altered or erased; any modification shall be effected by striking the incorrect figure or word and inserting the correct figure or word in manuscript above the original figure or word. All such amendments shall be initialled by the Tenderer in manuscript.

(c) Electronic Tendering

In case of modification to the submitted Tender, the Tenderer shall submit either a complete set of the revised Tender superseding the original Tender, or just the revisions to the original Tender. Either way, this shall be stated clearly in the submission.

12.11 Apart from Part 4 “Offer to be Bound” of the Tender Form (which, in the case of Paper-based Tendering, must be originally signed by or on behalf of the Tenderer as required under Paragraph 11.4(a)(i) above), wherever there is any provision in the Tender Documents requiring that the original of any document or the document as mentioned in Paragraph 12.12.1(b) below to be submitted as part of the Tender,

12.12.1 In the case of Paper-based Tendering, (a) the Tenderer may submit a photocopy certified to be true and complete by the person(s) specified in Paragraph 12.6(a)(i) above; (b) in the case of any certificate which is required to be issued by a specified body (for example an Independent Accredited Laboratory or a recognised certification body (if applicable)), the photocopy certificate must be certified as true and complete by that specified body or a lawyer duly qualified to practise in Hong Kong or the laws of the place of incorporation, formation or establishment of the Tenderer; and (c) if only a photocopy without any certification has been submitted, the Government reserves the right to request a certified true copy as required in (a) or (b) above (whichever is applicable) (“certified true copy”) after the Tender Closing Date. The Tender may not be considered further if the certified true copy is not provided; and

12.12.2 In the case of Electronic Tendering, the Tenderer shall first submit the certified true copy as described in Paragraph 12.12.1(a) or (b) above (whichever is applicable) in electronic format as part of its Tender via the e-Tender Box. Subsequently, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. If only a photocopy without any certification has been submitted in electronic format as part of its Tender via the e-Tender Box, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. The Tender may not be considered further if the certified true copy (hardcopy) is not provided.

12.13 The Government reserves the right to extend at its sole discretion the Tender Closing Date at any time and from time to time.

12.14 Each Tenderer may only submit **ONE** tender.

### 13. Tenders to Remain Open

13.1 A Tender once submitted by a Tenderer will be binding on the Tenderer. By submitting a Tender, the Tenderer shall be deemed to have represented to the Government that it has done so as the principal but not as an agent of any other person. If the Tenderer submits a Tender as an agent on behalf of another person, full disclosure must be made in the Tender.

- 13.2 It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for a period of ninety (90) days after the Tender Closing Date (or such other period as specified in the relevant provisions of the Terms of Tender (Supplement) which supplement this Paragraph 13.2 (“Tender Validity Period”).
- 13.3 If a Tenderer offers in its Tender a period that is shorter than the applicable Tender Validity Period specified in Paragraph 13.2 above, or if it rejects the Tender Validity Period prescribed in Paragraph 13.2 above, its Tender will not be further considered.

#### **14. Offer to be Bound**

- 14.1 All parts of the Tender Document submitted and offered by the Tenderer will be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its tender. No correction is allowed after a tender is submitted.
- 14.2 By signing the “Offer to be Bound”, a Tenderer confirms that its offer has been made subject to the terms and conditions contained in the Tender Document, and any variation or adjustment agreed with the Government and upon being accepted by the Government, be incorporated into and form part of the Contract.

#### **15. Prices**

- 15.1 Unless otherwise provided for in the Tender Documents, the Tenderer shall quote the Unit Price for each Item in the Price Schedule in Hong Kong dollars only. The Unit Price quoted by the Tenderer for an Item shall be all-inclusive of all amounts chargeable for the performance by the Tenderer of all obligations as stated in the Contract for or concerning or in relation to such Item. Under no circumstances will the Government compensate the Contractor for any loss incurred in the fluctuation of the currency in which the Unit Prices are quoted.
- 15.2 Prices quoted by a Tenderer shall only be shown in the Price Schedule.
- 15.3 A Tenderer must quote fixed Unit Prices for all Items and the same Unit Price for the same Item regardless of the quantity. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- 15.4 Each Tenderer shall make sure that all prices and other proposals offered in its Tender are accurate and complete before it submits the Tender. The Tenderer shall be bound by all prices and other proposals offered in its Tender if the Tender is accepted by the Government. The Tenderer may not initiate any request for amendment of its Tender after the Tender Closing Time on any ground (including any mistake made in the Tender). On the other hand, in the event of any apparent arithmetical or typo mistake or inconsistency in a Tender, pursuant to Paragraph 21 of the Terms of Tender, the Government may, but is not obliged to, ask the Tenderer to clarify, or to confirm another figure to replace the original figure. Where the Tenderer’s clarification is not provided or not

satisfactory, or the Tenderer refuses to confirm such other figure, or where the Government does not elect to seek clarification or confirmation from the Tenderer, the Government reserves the power to proceed to evaluate the Tender on an as is basis (i.e., in the form as originally submitted prior to the Tender Closing Time) or disqualify the Tenderer on ground that it has provided erratic or inconsistent proposals or quotations for proper evaluation.

- 15.5 Without prejudice to the generality of the Terms of Tender, the Government may require a Tenderer who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that such a Tenderer is capable of carrying out and completing the Contract. The Government may reject the Tender if the Tenderer fails to so justify and demonstrate to the Government's satisfaction.

## **16. Company/Business Organisation Status**

- 16.1 The Tenderer shall provide the following details relating to itself in the Tenderer's Declaration at Appendix A:

- (a) name and principal place of business of the Tenderer;
- (b) length of business experience;
- (c) shareholders/partners/proprietor of the Tenderer and their percentage of ownership;
- (d) names of the following:
  - (i) managing director and other directors;
  - (ii) partners; or
  - (iii) sole proprietor;
- (e) a copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent document issued by the authority of the place of business of the Tenderer;
- (f) if the Tenderer is a company, its Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any); or the equivalent documents issued by the authority of the place of incorporation of the Tenderer if the Tenderer was not incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance);
- (g) if the Tenderer is a company incorporated in Hong Kong or is a registered non-Hong Kong company under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), a copy of the latest annual return filed with the Companies Registry and all subsequent filings since

the latest annual return; or the equivalent documents issued by the authority of the place of incorporation of the Tenderer if the Tenderer was not incorporated or registered under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance);

- (h) place and date of its incorporation or formation;
  - (i) business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise;
  - (j) notwithstanding the deeming provision specified in Paragraphs 12.6(a)(i) and 12.6(b)(i) of the Terms of Tender, a Tenderer shall provide a certified extract of board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership);
  - (k) where a Tenderer is not a company, a partnership, or a sole proprietorship, some of the information mentioned in the foregoing Sub-paragraphs of this Paragraph 16.1 may not apply and may not be available. Regardless of the mode of submission of its Tender, the Government reserves the right to request such relevant information and documents in relation to the Tenderer to ascertain the identity of the Tenderer as well as to ensure that the submission of the Tender has been duly authorised and approved; and
  - (l) names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer.
- 16.2 If a Tenderer is incorporated, formed or established outside Hong Kong, a legal opinion in form and substance satisfactory to the Government and issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Tenderer and acceptable to the Government may be requested by the Government. The legal opinion, if required, should be made available upon request during the Tender Validity Period. Upon such request, the Tenderer shall provide such legal opinion covering the following issues and any other issues as may be required by the Government:

- (a) the Tenderer is duly incorporated, formed or established and validly existing and in good standing under the laws of the place of the Tenderer's incorporation, formation or establishment and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the proposed Contract. By "validly existing and in good standing", it is meant that no event mentioned in any of the Clauses 21.2(a) to (e) of the General Conditions of Contract or any event which has an equivalent effect to any such event has occurred in relation to the Tenderer;
- (b) the Tenderer has the full power, authority and legal capacity to:
  - (i) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Documents; and
  - (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
- (c) the proposed Contract with the Government will, upon its formation pursuant to Paragraph 28 of the Terms of Tender, constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation, formation or establishment and is enforceable against the Tenderer in accordance with its terms; without prejudice to the generality of the foregoing, where an Electronic Record is used in the formation of the Contract (whether with or without any electronic or digital signature), the Contract shall not be denied legality, validity or enforceability on the sole ground that an Electronic Record was used for that purpose;
- (d) the submission of its Tender and the performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, formation or establishment, or the Memorandum (if any) and Articles of Association or similar constitutional documents of the Tenderer;
- (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Documents and the Contract;
- (f) the Tenderer's Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation, formation or establishment in order to secure their validity and/or priority;



- (g) there is no restriction under the laws of the place of the Tenderer's incorporation, formation or establishment affecting the Tenderer's obligations under the Tender Documents and the Contract;
  - (h) the choice of the laws of Hong Kong to govern the Tender Documents and the Contract is a valid choice of laws;
  - (i) the judgment handed by the courts of Hong Kong after the adjudication of any dispute arising from the Contract will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer; and
  - (j) it is not necessary under the laws of the place of incorporation, formation or establishment of the Tenderer that the Government be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Tender Documents and the Contract.
- 16.3 The Government may require a Tenderer to provide, at its own expense, additional legal opinion satisfactory to the Government in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer and acceptable to the Government on any other matters arising from its Tender. Where the opinion on the question specified in Paragraph 16.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, the additional legal opinion shall opine that any ruling made by the arbitrator under the arbitration provision set out in Paragraph 16.4 below will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer ("additional opinion on arbitration"). Together with the additional opinion on arbitration to be provided, the Tenderer shall also be required to provide a confirmation in writing that in consideration of the award of the Contract, it agrees that Clause 35.2 of the General Conditions of Contract shall be replaced by the arbitration clause in Paragraph 16.4 below.
- 16.4 Where the opinion on the question specified in Paragraph 16.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, subject to the obtaining of the additional opinion on arbitration as mentioned in Paragraph 16.3 above, Clause 35.2 of the General Conditions of Contract shall be deemed deleted and replaced by the following: "Any dispute arising from the Contract shall not be adjudicated by the courts of Hong Kong but shall be adjudicated by arbitration to be held in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules prevailing at the time when a notice of arbitration is issued by a Party ("Arbitration Rules") except that regardless of whether the Arbitration Rules providing anything to the contrary, unless the Parties otherwise agree in writing: (a) the arbitration hearing must be held in Hong Kong and that the Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong) shall apply to the arbitration (including the whole of Schedule 2); and (b) without prejudice to section 18(2) of the Arbitration Ordinance, the Government may on its own disclose any information relating to (i) the arbitral proceedings under the arbitration

agreement; and (ii) an award made in those arbitral proceedings, under any of the circumstances mentioned in Paragraph 36.2 of the Terms of Tender”.

## **17. Sub-contractors**

- 17.1 If any obligations of the Contractor are proposed to be performed by a sub-contractor, the Tenderer shall submit in the Information Schedule of the sub-contractor. Details of the obligations to be performed by the proposed sub-contractor shall be submitted.
- 17.2 The information required in the Information Schedule for each proposed sub-contractor shall cover the information as required in Paragraph 16.1(a) of the Terms of Tender as if references to Tenderer shall mean the proposed sub-contractor.
- 17.3 The Government reserves the power to request the Tenderer to withdraw any sub-contracting proposal in the Information Schedule whereupon should the Tenderer refuse to do so, its Tender may not be considered further.
- 17.4 Where it is so specified in the Terms of Tender (Supplement) as being applicable, a legally binding sub-contractor’s undertaking will be required to be submitted. If a sub-contractor’s undertaking is required, and that the proposed sub-contractor was established or incorporated outside Hong Kong, and if requested by the Government, the legal opinion referred to in Paragraphs 16.2 and 16.3 of the Terms of Tender shall also be provided in relation to the proposed sub-contractor.

## **18. Cancellation of the Invitation to Tender Exercise**

- 18.1 Without prejudice to the Government’s right to cancel this Invitation to Tender exercise at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Government is not bound to accept any conforming tender and reserves the right to cancel the Invitation to Tender.
- 18.2 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.

## **19. Tenderer’s Commitment**

All Tenders, information and responses from a Tenderer must be submitted in writing. Each of them is the offer, commitment and representation of the Tenderer and will, if accepted by the Government, be incorporated into and made part of the Contract in such manner as the Government considers appropriate.

**20. Counter-Proposals**

- 20.1 The Tenderer must not submit any proposal that has the effect of varying or modifying (a) any essential requirements specified in the Tender Documents; (b) all provisions in the Tender Documents concerning the preparation, submission and evaluation of Tenders and award of Contract which shall mean all provisions in all Tender Documents (excluding only (but subject to (c) below) (i) those provisions which are not identified as essential requirements in the Service Specifications, and (ii) the General Conditions of Contract
- 20.2 The Tenderer must not directly or indirectly attempt to preclude or limit the effect of any requirements or instructions set out in the Tender Form, these Terms of Tender or the Terms of Tender (Supplement) or the Schedules.
- 20.3 If a Tenderer fails to comply with Paragraph 20.1 or 20.2 above, subject to any clarification which the Government may, but is not obliged to, seek from the Tenderer, its Tender will not be further considered.
- 20.4 Counter-proposal to other provisions of the Tender Documents not specified in Paragraph 20.1 or 20.2 above, whilst not strictly disallowed, is not encouraged. If the Tenderer wishes to submit one or more counter-proposals to any provision in the Tender Documents not of the types specified in Paragraph 20.1 or 20.2 above (“Counter-Proposals”), the Counter-Proposals shall be submitted in the following manner:
- (a) (i) for Paper-based Tendering, the Counter-Proposals shall be attached to Part 4 “Offer to be Bound” of the Tender Form; or
  - (ii) for Electronic Tendering, the Counter-Proposals shall be attached as a separate attachment and identified as such;
  - (b) the original provisions which the Counter-Proposals relate to shall be fully recited before the proposed alteration or deletion;
  - (c) the proposed alteration to the original provisions shall be underlined and shall bear the corresponding clause number of the original provisions unless it is an addition;
  - (d) if it is an addition, the additional provisions shall be underlined;
  - (e) words to be deleted shall be crossed out by a single line only; and
  - (f) an explanation shall be given below the alteration or deletion and put in square brackets “[ ]”.
- 20.5 Unless the Government otherwise agrees, Counter-Proposals that are not submitted in accordance with Paragraph 20.4 above will not be considered by the Government and will not be regarded to form part of the Tender submitted by a Tenderer. In such event, the Tenderer shall be deemed to have agreed to

the original provisions to which the Counter-Proposals relate and the Government will continue to consider the Tenderer's Tender on this basis.

- 20.6 Notwithstanding and without prejudice to the aforesaid, the Government may, but is not obliged to, negotiate with the Tenderer any Counter-Proposal. The Government may at its absolute discretion reject any Counter-Proposal. If the Government does elect to negotiate with a Tenderer concerning a Counter-Proposal, and if after such negotiation, the Tenderer is unwilling to withdraw such Counter-Proposal, or otherwise revise it on terms acceptable to the Government, its Tender may not be considered further. Any accepted Counter-Proposal following from a successful negotiation shall be deemed as part of the Tenderer's Tender and forms part of the Contract and shall be binding on the Tenderer if the Contract is eventually awarded to it.

## **21. Request for Information**

- 21.1 In the event that the Government determines that:

- (a) clarification in relation to any part of the Tender is necessary; or
- (b) a document or a piece of information, other than those specified in Paragraph 11.4 of the Terms of Tender, is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. The Tenderer shall within five (5) working days from the date of the request or within such other period as specified in the request submit the clarification, information or document. If the clarification or information or document is not provided by the aforesaid deadline, the Tender may not be considered further (or will not be considered further where the missing information or document is of the type specified in Paragraph 11.5 of the Terms of Tender).

- 21.2 Any excess proposal or information supplied by a Tenderer which goes beyond what has been requested by the Government pursuant to Paragraph 21.1 above will be ignored for the purposes of the tender evaluation or will entitle (but not oblige) the Government not to consider the Tender further.

## **22. Tenderer's Enquiries**

- 22.1 No later than three (3) working days before the Tender Closing Date, any enquiries concerning the submission of tender procedures and technical issues such as Service Requirements, Schedules, Tender Briefing etc., please contact Ms Candy CHENG, Executive Officer / Marketing at telephone no. (852) 2150 7103 or email to [candy\\_ky\\_cheng@afcd.gov.hk](mailto:candy_ky_cheng@afcd.gov.hk). The Government officers may at any time request any Tenderer to make enquiries in writing.
- 22.2 After lodging a Tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or the Tender Documents. The Government shall have the sole right

to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.

- 22.3 Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a potential Tenderer shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Tenderer or potential Tenderer to rely on such statement. No such statement shall form part of the Tender Documents or alter, negate or constitute a waiver of any provision of the Tender Documents.

### **23. Communication with the Government**

- 23.1 Without prejudice to the requirements set out in Paragraph 28 of the Terms of Tender concerning notification of acceptance of Tender, all communications given or made by the Government or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other Party in the manner provided in Clause 30 of the General Conditions of Contract, facsimile number or email address, save that in the case of lodging any enquiries under Paragraph 22.1 of the Terms of Tender, the Tenderer shall lodge such enquiries by facsimile or by email only. The Tenderer shall complete its postal address, facsimile number and email address in the Appendix A to the Terms of Tender and should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.
- 23.2 All communications in relation to the Invitation to Tender shall be conducted directly between the Government and the Tenderer unless the Government elects to contact any proposed sub-contractor or customer or client of the Tenderer directly.

### **24. Negotiations**

The Government reserves the right to negotiate with any Tenderer in relation to the Tenderer's Tender and the Contract.

### **25. Government Discretion**

- 25.1 Notwithstanding anything to the contrary in this Tender Documents, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:
- (a) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer or a related person of the Tenderer;
  - (b) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any

subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;

- (c) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringes any Intellectual Property Rights or any other rights of any person (“IPR infringement”) (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award); or (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Tenderer or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award;
- (d) any time during the thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer or a related person of the Tenderer (as defined in Paragraphs 25.6 and 25.7 below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficienc(ies) in the performance of any requirement or obligation under any other Government contract regardless of the procurement department of such other Government contract, regardless of whether the default(s) or deficienc(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficienc(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficienc(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficienc(ies) has been remedied (“Contract Default(s)”); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender;
- (e) (i) the Tenderer; or (ii) a related person of the Tenderer; or (iii) a director or management staff of the Tenderer or those of the related person of the Tenderer, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of Contract award;

- (f) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Tenderer or a related person of the Tenderer or a director or management staff of the Tenderer or those of the related person of the Tenderer; professional misconduct includes any breach of the Good Industry Practice; or
- (g) any failure of the Tenderer to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award.

The grounds specified in Paragraphs 25.1(a) to 25.1(g) above are separate and independent, and shall not be limited by reference to or inference from the other of them.

25.2 For the purposes of Paragraph 25.1 above, each Tenderer shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification), including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Paragraph 25.1(a) above;
- (b) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Paragraph 25.1(c) above;
- (c) details of all Contract Defaults as mentioned in Paragraph 25.1(d) above;
- (d) details of conviction as mentioned in Paragraph 25.1(e) above in Hong Kong or any overseas jurisdiction;
- (e) details of any professional misconduct or act or omission as mentioned in Paragraph 25.1(f) above; and
- (f) details of any failure to pay taxes as mentioned in Paragraph 25.1(g) above.

If none of the events as mentioned in Paragraphs 25.1(a) to 25.1(g) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Paragraph 25.3 below. The information provided by the Tenderer is not conclusive. The

Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred.

- 25.3 In addition to the information mentioned in Paragraph 25.2 above, the Government reserves the right (but not obligation) to request from a Tenderer or a related person of the Tenderer or director or management staff of the Tenderer or those of the related person of the Tenderer or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Paragraph 25.1(b) above.
- 25.4 If the Tenderer fails to comply with the request made by the Government pursuant to Paragraph 25.3 above within such time as required by the Government, the Government may disqualify the Tenderer pursuant to Paragraph 17 of the Terms of Tender. If the Tenderer has submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Paragraph 25.1(b) above.
- 25.5 In providing the information required under Paragraphs 25.2 and 25.3 above, the Tenderer may show cause to satisfy the Government that in relation to any of the events as mentioned in Paragraph 25.1 above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.
- 25.6 If the Tenderer is a company, the expression "related person" of the Tenderer includes any one of the following:
- (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer ("majority shareholder");
  - (b) a holding company or a subsidiary of the Tenderer;
  - (c) a holding company or a subsidiary of a majority shareholder (being a company) of the Tenderer; or
  - (d) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

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

- 25.7 If the Tenderer is a sole proprietor or partnership, the expression "related person" includes any one of the following:
- (a) any partner of the Tenderer (if it is a partnership);



- (b) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or
  - (c) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.
- 25.8 References to related persons of the Tenderer, directors and management staff of the Tenderer or those of a related person in any of the applicable Sub-paragraph of Paragraph 25.1 above include persons who were in such capacity at such time of the event referred to in that Sub-paragraph.
- 25.9 Notwithstanding anything to the contrary in the Tender Documents, the Government reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

## **26. Tender Evaluation**

A two-envelope approach with a technical to price weighing of 60:40 will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner. The Government will use the Marking Scheme as set out in Appendix I of this Tender Document to assess the tenders.

## **27. Award of Contract**

27.1 Subject to the other provisions of the Tender Documents, the Government will normally award the Contract to the Tenderer which the Government has determined to be capable of fulfilling the terms of the Contract and complies with the following evaluation criteria:

where the Tender Documents contain a Marking Scheme (viz., an evaluation which includes separate technical evaluation stage and price evaluation stage for the evaluation of the Technical Proposal or any part thereof and the Price Proposal submitted by the Tenderer separately), (i) the Tenderer's Technical Proposal and Price Proposal have respectively passed the completeness check under the Marking Scheme, (ii) the Tenderer and its Technical Proposal conform with all the essential requirements stipulated in the Tender Documents; and any passing mark in the technical evaluation stage, (iii) the Tenderer has not been disqualified (or having its Tender not being considered further) for failing to comply with any other requirements set out in the Tender Documents, and (iv) the Tenderer's Price and Technical Proposals have attained the highest combined score amongst all the Tenders which fulfil the evaluation criteria as specified in (i) to (iii) above based on the Marking Scheme. The foregoing evaluation criteria (i) to (iv) (as further elaborated in the remaining paragraphs

of this Paragraph 27) shall be deemed to be incorporated into the Marking Scheme and in the event of any inconsistency, the foregoing shall prevail.

- 27.2 The term “completeness check” referred to in Paragraph 27.1 above shall mean the checking of (a) whether or not all proposals, documents and information which are, as per provisions in the Tender Documents, required to be submitted before the Tender Closing Time (and failing which the Tender will not be considered further), have been so submitted; and (b) whether or not those which are, as per the provisions in the Tender Documents, required to be submitted before the Tender Closing Time or upon subsequent request (and failing which the Tender will not be considered further), have been so submitted before the Tender Closing Time, or upon such request if a subsequent request has indeed been made by the Government.
- 27.3 For determining the lowest tender price under the price score under Paragraph 27.1 above,
- (a) any prompt payment discount offered by the Tenderer in the Price Schedule will not be taken into consideration in the tender price assessment; and
  - (b) tender price quoted in the Permissible Currency other than Hong Kong dollars will be converted to Hong Kong dollars based on the official opening selling rate of that Permissible Currency quoted by the Hong Kong Association of Banks on the Tender Closing Date.
- 27.4 Unless otherwise expressly permitted in the Terms of Tender (Supplement), a partial tender for some but not all of the Items is not permitted. Where it is not permitted, the Tenderer must submit an offer for all quantities of all Item(s). All Tenders will be evaluated on an overall basis by taking into account all offered Item(s) based on the quantit(ies) specified in the Price Schedule in accordance with Paragraph 27.1 above.
- 27.5 Where it is provided in the Terms of Tender that the Tenders for each Item will be evaluated separately, and where in respect of an Item offered by the Tenderer, the Tenderer or its Tender fails to fulfil any of the evaluation criteria as specified in Paragraph 27.1 above (“a non-conforming Tender”), the Tenderer’s Tender for that Item will not be considered further, but without affecting the validity of the Tenderer’s Tender for other Item(s) if its Tender for those Item(s) are not non-conforming. Throughout the Tender Documents, references to “Tender will not be considered further” shall be construed to mean the non-conforming Tender for the relevant Item only. For the avoidance of doubt, in the case of Paper-based Tendering, regardless of the Item(s) the Tenderer is bidding, if the Tenderer fails to submit the Offer to be Bound as mentioned in Paragraph 11.4(a)(i) of the Terms of Tender, its entire Tender will not be considered further.
- 27.6 Regardless of the applicable requirement as mentioned in Paragraph 27.4 above, each Tenderer acknowledges and agrees that the Government may elect at its sole option to accept all or any part of the Tenderer’s Tender.

- 27.7 Notwithstanding anything herein to the contrary, the Government is not bound to accept the Tender with the lowest price offer or the Tender with the highest combined score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.
- 27.8 Award of contract shall be subject to the recommended Tenderer (and where applicable, its sub-contractor) not being debarred up to the date of the letter of acceptance due to conviction of any of the Relevant Offences in Paragraph 4 of the Terms of Tender, or accumulation of three or more Demerit Points in Paragraph 5 of the Terms of Tender. The recommended Tenderer will receive a letter of acceptance with a condition to this effect. Subject to the condition as mentioned above, a binding Contract would be deemed to have been constituted between the Government and the successful Tenderer upon issuance of the letter of acceptance by the Government.
- 27.9 The successful Tenderer will receive a letter of conditional acceptance (“Letter of Conditional Acceptance”) from the Government notifying it the Government’s acceptance subject to conditions precedent of its tender, including the delivery to the Government of the Contract Deposit pursuant to Paragraph 30 of the Terms of Tender and any other conditions as the Government thinks fit.
- 27.10 Upon and subject to the successful Tenderer having duly complied with Clause 30 of the Terms of Tender and all other conditions as specified in the Letter of Conditional Acceptance by a specified date (“Specified Date”), a Memorandum of Acceptance will be issued. Subject always to the successful Tenderer not being debarred from participating in this tender exercise on the Specified Date by having been convicted of any of the Relevant Offences under Paragraph 4 or having obtained three (3) or more Demerit Points under Paragraph 5 of the Terms of Tender, a legally binding Contract will come into existence as from the date of the Memorandum of Acceptance.
- 27.11 If the successful Tenderer who receives the Letter of Conditional Acceptance fails to deliver the Contract Deposit in accordance with Paragraph 30 of the Terms of Tender or fulfil such other conditions as may be stipulated in the Letter of Conditional Acceptance by the Specified Date, or if the successful Tenderer, though having delivered the Contract Deposit and fulfilled all other conditions stipulated in the Letter of Conditional Acceptance, is debarred from participating in this tender exercise due to conviction of the Relevant Offences or accumulation of Demerit Points as described in Paragraph 27.10 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.

## **28. Acceptance**

28.1 A Tender shall not be regarded to have been accepted by the Government unless the Government issues to the successful Tenderer an acceptance in writing (“Tender Acceptance”) and send it either by post or facsimile transmission to the successful Tenderer’s address or facsimile number specified in the Appendix to the Terms of Tender. A binding Contract between the Government and the successful Tenderer is only constituted:

- (a) if the Tender Acceptance is sent by post, at the time of posting; or
- (b) if the Tender Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Government’s facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.

28.2 A duplicate hardcopy of each of the documents comprised in the Contract, including the “Memorandum of Acceptance” duly completed by the Government, will subsequently be delivered to the successful Tenderer evidencing the earlier acceptance by post or facsimile transmission, as the case may be.

28.3 Tenderers who do not receive any notification within the Tender Validity Period should assume that their Tenders have not been accepted.

28.4 Where an Electronic Record is used in the formation of the Contract, the Contract shall not be denied validity or enforceability on the sole ground that an Electronic Record was used for that purpose.

## **29. Financial Vetting**

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

- (a) Originals (or copies certified by its auditors) of the audited accounts of the Tenderer, and the audited consolidated accounts of the group if the Tenderer is a subsidiary of another company for the three (3) financial years prior to the Tender Submission Date. The audited accounts must comply with the following requirements:
  - (i) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
  - (ii) The latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Submission Date.

- (iii) The audited accounts must contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts.
- (iv) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by the local law of the place of the company's establishment.
- (v) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
- (vi) If the Tenderer is a joint venture or partnership, audited accounts for each member of the joint venture or partnership must be submitted if the members are incorporated bodies.

Remarks: Unaudited accounts are acceptable only if the Tenderer is an unincorporated business where audited accounts are not mandatorily required, or the Tenderer is a newly established business where the first accounts are not yet available. For unincorporated businesses, tax records such as profits tax assessment issued by the Inland Revenue Department for the past three (3) financial years (if available) shall be provided. The unaudited accounts and tax records must be certified by the sole proprietor, partners or directors of the Tenderer, certified public accountants or other accountants acceptable to the Government.

- (b) Management accounts with a period ending not more than three (3) months before the Tender Submission Date if this has not been covered by the latest audited accounts. The accounts shall be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the sole proprietor, partners or a director of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government as mentioned in Paragraph 29.1(a)(iv) above;
- (c) Projected statement of profit or loss and other comprehensive income and statements of cash flows of the Contract for each contract year and the pre-operating period (if applicable) and, if possible, those of the Tenderer during the Contract Period, setting out the revenue, details of operating expenses, capital expenditure including the initial investments and the sources of finance, and other particulars showing how the Tenderer will perform the Contract. The projected accounts and statements must comply with the following requirements:

- (i) For a company, they should be certified by a director or company secretary. For a joint venture or partnership, separate certification from each member of the joint venture or partnership is required.
  - (ii) The assumptions used in preparing the projections shall be reasonable and shall be clearly stated. All the supporting schedules and detailed calculations shall also be provided.
  - (iii) The assumptions by the Government included in the Tender Documents shall be reflected in the Tenderer's projections.
- (d) Original letters from bankers, where applicable, confirming lines of credit facilities available to the Tenderer and the current undrawn/unutilised balances of such credit facilities on or after a specified date (shortly before the Tender Submission Date or a date fixed by the Government) and stipulating the expiry date of the facilities;
- (e) Copies (certified by the sole proprietor, partners, directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
- (f) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.
- 29.2 Tenderers shall upon the request in writing by the Government provide the documents mentioned in Paragraph 29.1 above and any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by the Government.
- 29.3 If the successful Tenderer has passed the financial assessment, it shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong dollars in an amount equivalent to two percent (2%) of the Total Estimated Service Price in accordance with Paragraph 30.2(a) of the Terms of Tender.
- 29.4 If the successful Tenderer fails in the financial assessment, or it is a newly established company, or it is unable to submit adequate information for conducting a meaningful financial assessment, the Tenderer shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong dollars in an amount equivalent to five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, of the Total Estimated Service Price in accordance with Paragraph 30.2(b) of the Terms of Tender.

### **30. Contract Deposit**

- 30.1 If the Total Estimated Service Price payable by the Government to the successful Tenderer exceeds HK\$1.4 million, but is less than or equals to

HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government via the head of the Procuring Department, within twenty-one (21) days from the Date of the Tender Acceptance, an amount equivalent to two percent (2%) of the Total Estimated Service Price.

- 30.2 If the Total Estimated Service Price payable by the Government to the successful Tenderer exceeds HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government via the head of the Procuring Department, within twenty-one (21) days from the Date of the Conditional Acceptance of Tender, an amount equivalent to:
- (a) two percent (2%) of the Total Estimated Service Price (if it passes the financial vetting); or
  - (b) five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, of the Total Estimated Service Price (if it fails the financial vetting or in cases where the financial information available is inadequate for a meaningful assessment of the Tenderer's financial capability to fulfil the Contract requirements to be conducted).
- 30.3 The successful Tenderer shall pay the Contract Deposit either in cash or in the form of a banker's guarantee. Each Tenderer should state clearly in Part I of Appendix F to the Terms of Tender the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.
- 30.4 If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the proposed guarantor and the form and substance of the banker's guarantee must be subject to the acceptance of the Government. Without prejudice to the generality of the foregoing, the banker's guarantee must comply with the following:
- (a) it must be issued by a bank that holds a valid banking licence issued under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;
  - (b) unless otherwise agreed by the Government, it must be on the terms set out at Part II of Appendix F to the Terms of Tender; and any authorisation used by the bank for the execution of the banker's guarantee shall be acceptable to the Government; and

- (c) the banker's guarantee shall come into effect on the Date of the Tender Acceptance.

30.5 The Contract Deposit, whether paid by way of cash (if any is remaining) or banker's guarantee, shall be returned to the Contractor or released in accordance with Clause 20.11 of the General Conditions of Contract.

### **31. Complaints about Tendering Process or Contract Award**

The tendering process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Tenderer who feels that its Tender has not been fairly evaluated may write to the head of the Procuring Department who will personally examine the complaint and refer it to the approving authority or relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within three (3) months after the award of Contract.

### **32. Documents of Unsuccessful Tenderers**

The Government may destroy these documents three (3) months after the Contract has been constituted in the aforesaid manner.

### **33. New Information**

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

### **34. Contractors' Performance Monitoring**

If a Tenderer is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other tenders or quotation exercises are evaluated.

### **35. Cost of Tender**

Each Tenderer shall submit its Tender at its own cost and expense. The Government shall not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its Tender and the doing of all acts required for the purpose of this Invitation to Tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the Government, (b) site visits or surveys made by the Tenderer, (c) presenting the Tenderer's reference sites and equipment to the Government Representative during the site visits, and (d) provision of tender samples, whether before or after the Tender Closing Time.



**36. Consent to Disclosure**

36.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer,

- (a) a brief description of the Services provided or to be provided by the successful Tenderer;
- (b) the Total Estimated Service Price and any other fees, cost and expense payable to the successful Tenderer pursuant to the Contract;
- (c) the engagement by the Government of the successful Tenderer under the Contract and the name and address of the successful Tenderer; and
- (d) the date of award of the Contract.

36.2 Nothing in Paragraph 36.1 above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Tenderer (successful or unsuccessful) or its tender (whether or not the information is specified in Paragraph 36.1 above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):

- (a) the disclosure of any information to any public officer or public body as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
- (b) the disclosure of any information already known to the recipient;
- (c) the disclosure of any information which is public knowledge (including because of any disclosure under Paragraph 36.2(a) above);
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
- (e) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (f) without prejudice to the power of the Government under Paragraph 36.1 above, to the extent the information relates to or concerns a Tenderer, with the prior written consent of that Tenderer.

**37. Personal Data Provided**

- 37.1 All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract, resolution of any dispute arising from the Invitation to Tender, and the disclosure pursuant to Paragraph 36 of the Terms of Tender).
- 37.2 By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Paragraph 37.1 above, or the disclosure pursuant to Paragraph 36 of the Terms of Tender.
- 37.3 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 26 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- 37.4 Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Procuring Department.

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

A Tender once submitted will become the property of the Government. Tenders of unsuccessful Tenderer may be destroyed in accordance with Paragraph 32 of the Terms of Tender. In consideration of the Government considering its Tender, without prejudice to all other rights and powers of the Government under the Tender Documents (including in particular its right to disclose information in the Tenders) and under the Contract, each Tenderer hereby grants and shall upon the demand of the Government at the Tenderer's cost procure that the lawful owner or authorised person of the relevant Intellectual Property Rights will grant, to the Government, its assigns, successors-in-title and authorised users, a royalty-free, non-exclusive, irrevocable, sub-licensable, transferable, world-wide, unrestricted right and licence to use or exercise all or any Intellectual Property Rights subsisting in its Tender for the purposes of tender evaluation and for all other purposes incidental thereto or in connection therewith (including resolution of any dispute arising from the Invitation to Tender). Such right and licence shall continue to subsist so long as all or any Intellectual Property Rights subsist in the Tender (or any part thereof) under any applicable law, including the laws of Hong Kong. Where there is any presentation or demonstration, the aforesaid right and licence shall extend to such presentation and/or demonstration to be conducted by the Tenderer.

**39. Warranty against Collusion**

- 39.1 The Tenderer must ensure that the tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any

other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to Paragraph 39.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

- 39.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Appendix H of the Terms of Tender) as part of its tender
- 39.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Paragraph 39.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 39.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (a) reject the Tenderer's Tender;
  - (b) if the Government has accepted the tender, withdraw its acceptance of the Tenderer's tender; and
  - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 21.1 of the General Conditions of Contract.
- 39.4 By submitting a tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Paragraph 39.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 39.2 above.
- 39.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Paragraph 39.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 39.2 above may prejudice its future standing as a Government contractor or service provider.
- 39.6 The rights of the Government under Paragraph 39.3 to 39.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

#### **40. Warning against Bribery**

- 40.1 The offer of an advantage to any public officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.

- 40.2 The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

#### **41. Environmental Protection**

- 41.1 Tenderers are encouraged to minimise the impact of their activities on the environment and to observe the general guidelines in Guidance Note GN-1 (Environmental Protection) at Annex C to the Terms of Tender.
- 41.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:
- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
  - (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
  - (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

#### **42. Tender Briefing Session**

- 42.1 In order to have a clear understanding of the Contract and the Services before submitting offers, all Tenderers who wish to submit a bid in this tender are strongly recommended to attend a tender briefing on 26 April 2024 at 15:00 at the Conference Room, M/F Wu Shan Community Hall, Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market, 101 Wu Shan Road, Tuen Mun. Tenderers who would like to attend the briefing session should complete the reply slip attached at Appendix G to the Terms of Tender and send it back to Executive Officer/Marketing (EO/M) to register (either via email: [candy\\_ky\\_cheng@afcd.gov.hk](mailto:candy_ky_cheng@afcd.gov.hk) or fax 2314 2886) on or before 25 April 2024 noon. Each Tenderer may nominate not more than one representative to attend the tender briefing session. In case Black Rainstorm Warning Signal is in force or Tropical Cyclone Warning Signal No.8 or above or “extreme conditions” announced by the Government is in effect for any duration two (2) hours before the scheduled time for the briefing session, the briefing session scheduled on the relevant day will be cancelled and the briefing session will be postponed until further notice.

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

#### **43. Amendments to Tender**

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

#### **44. The Attachments**

Tenderers should study all attachments to the Tender Document (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting their tenders. Tenderers should note that all information and statistics provided by the Government in connection with this tender are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness, usefulness or future changes of such statistics and information. Tenderers should conduct their own independent assessment of the statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

Annex A

**Statement of Conviction**

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

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

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

Annex B

**Certification of  
Heat Stroke Prevention Work Plan**

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

I, \_\_\_\_\_ [full name of registered safety officer], hereby certify that the Heat Stroke Prevention Work Plan prepared and submitted by the Tenderer in respect of the above-mentioned Invitation to Tender has been checked in full compliance with the requirements set out in Paragraph 10 of the Terms of Tender issued by the Government in relation to the above-mentioned Invitation to Tender.

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

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

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

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

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

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

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

**Guidance Note GN-1  
(Environmental Protection)**

Contractors are encouraged to minimise the impact of their activities on the environment and to observe the following requirements in particular:

- Comply with all applicable legal and other requirements on environmental protection.
- Control the use of materials and resources (e.g. electricity, fuel, chemicals, paper, etc.) to minimise their consumption and unnecessary wastage. Use environment-friendly alternatives where possible during your daily operations.
- Store properly all materials/chemicals to prevent any spillage and leakage.
- Minimise the production of solid waste and chemical waste.
- Ensure all solid waste is properly handled, stored and disposed of in an efficient and sensitive manner to avoid any spillage and leakage. In particular, all chemical waste should be handled, stored and disposed of in accordance with the applicable legal requirements.
- Ensure proper and regular maintenance of all vehicles used for the purpose of conducting business, including controlling their noise and emissions.
- Minimise all air emissions and noise generation where practicable.
- Ensure all waste water is discharged in accordance with the applicable legal requirements.
- Reuse and recycle waste wherever possible.



**Tenderer's Declaration**

**Section 1 – Tenderer's Portfolio**

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

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

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

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

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

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

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


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

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

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

(a) Name: \_\_\_\_\_ (b) Telephone Number: \_\_\_\_\_  
(c) Fax. Number: \_\_\_\_\_ (d) Email Address: \_\_\_\_\_  
(e) Postal Address: \_\_\_\_\_

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

Company Chop:  


**Tenderer’s Declaration**

**Section 1 – Tenderer’s Portfolio**

- 1. I/We confirmed that I/we hold a valid security company licence under the Security and Guarding Services Ordinance (Cap. 460).  (Please put a tick “” to substantiate your claim.)
- 2. I/We also certify that the particulars given by me/us below, are correct:
  - (a) The number of my/our/the Company’s Business Registration Certificate is .....
  - (b) The date of expiry of my/our/the Company’s Business Registration Certificate is .....
  - (c) I am/We are/The Company is covered by an Employees’ Compensation Insurance Policy, the particulars of which are as follows:

Policy No. ....

Name of Insurance Company .....

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

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

**Note: --**

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

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

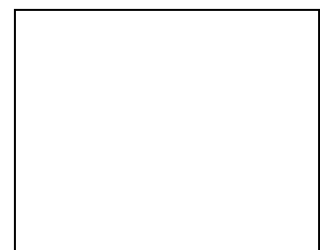
Name in Block Letter : \_\_\_\_\_

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

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

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

Company Chop:



### Tenderer's Declaration

#### Section 2 – Tenderer's Business Experience in Provision of Combined Management Services

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

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

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

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

(Use separate sheets if required)

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

**Tenderer's Declaration**

**Section 3 – Statement of Compliance**

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

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

\* please delete as appropriate

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

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

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

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

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

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

Company Chop :



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

[Please refer to Paragraph 4.1 of the Terms of Tender.]

A Tenderer hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Paragraph 4.1) for a period of 5 years immediately preceding the Tender Closing Date, as the case may be:

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

Yes/No (please delete as appropriate)

If yes, please complete the following table: -

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

(Use separate sheets if required)

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

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

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

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

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

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

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

Company Chop :

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**Tenderer's Declaration**

**Section 5 – Election of method of payment of Contract Deposit**

[Please refer to Paragraph 30 of the Terms of Tender and Clause 20 of the Conditions of Contract.]

If the tender is accepted, we will pay the Contract Deposit referred to in Paragraph 30 of the Terms of Tender -

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

*(Please put a tick  as appropriate)*

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

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

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

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

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

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

Company Chop :

**Tenderer's Declaration**

**Section 6 – Innovative Suggestions**

[Please refer to Paragraph 8.2(c) of the Terms of Tender.]

Please put a tick “☑” in the following box if innovation suggestions are proposed.

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

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

Company Chop :



**Tenderer's Declaration****Section 7 - Sub-contractor's Information Schedule**

[Please refer to Paragraph 17 of the Terms of Tender]

(a)	Name of the proposed sub-contractor	
(b)	Place of business of the proposed sub-contractors (in address form)	
(c)	Obligations proposed to be performed by the proposed sub-contractor	

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

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

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

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

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

Company Chop :



**Tenderer's Declaration**

**Section 8 - Sub-contractor's Acknowledgement**

[Please refer to Paragraph 7 of the Terms of Tender]

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

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

Signature of Sub-contractor  
Authorized to sign Tender : \_\_\_\_\_

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

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

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

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

Company Chop :



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

[Please refer to Paragraph 8 of the Terms of Tender]

1 The following documents are attached for assessment: -

Business Status

- Copy of a valid Business Registration Certificate. The certificate should bear a machine printed line to show that full registration fee has been paid.
- Copy of the current Memorandum and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) if the Tenderer is a company or body corporate and any other corporate documents evidencing business status.

Requirements of Experience and Qualification

- Copy of documentary evidence of my/our relevant experience during the ten (10) years immediately preceding the Tender Closing Date in provision of combined management services. (*Client name, Contract period, Place of Business, Areas served, Description of Business*).
- Copy of Certificate of ISO Accreditation and/or OHSAS
- Copy of Security Company Licence

Others

- Copy of Certificate of Insurance
- Copy of Certificates of Compliance
- Copy of Certification of Heat Stroke Prevention Work Plan

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**(Please indicate by  as appropriate)**

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

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

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

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

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

Company Chop :



## Appendix C

**Price Proposal**  
(Rates of Charge for the Provision of the Services)  
[Please refer to Paragraph 11 of the Terms of Tender.]

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

Description of Services	Monthly Charge (HK\$)	36-Month Service Charge (HK\$)
<b>(I) Charge of Building Management Services</b>		
<b>i. Common Area</b>	(a)	(a) x 36
<b>ii. HAD Area</b>	(b)	(b) x 36
<b>Sub-total (I) :</b>		
<b>(II) Charge of Security Services</b>		
<b>i. Common Area</b>	(c)	(c) x 36
<b>ii. HAD Area</b>	(d)	(d) x 36
<b>Sub-total (II) :</b>		
<b>(III) Charge of Cleaning Services</b>		
<b>i. Common Area</b>	(e)	(e) x 36
<b>Sub-total (III) :</b>		
<b>(IV) Charge of Pest Control Services</b>		
<b>i. Common Area</b>	(f)	(f) x 36
<b>Sub-total (IV) :</b>		
<b>(V) Charge of Additional Waste Disposal Arrangements due to Municipal Solid Waste (MSW) charging scheme</b>		
<b>i. Common Area</b>	(g)	(g) x 36
<b>Sub-total (V) :</b>		
<b>*Total Service Charge (I) + (II) + (III) + (IV) +(V):</b>		

## Notes:

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

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

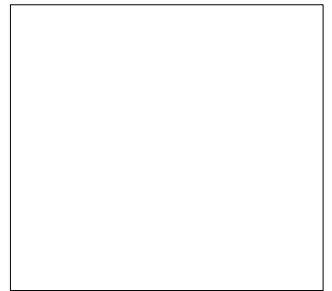
Name in Block Letter : \_\_\_\_\_

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

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

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

Company Chop :



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

<b>Item</b>	<b>Description</b>	<b>Rate per month (A) (HK\$)</b>	<b>Total Amount: (A) x 36 (HK\$)</b>
(a)	<b>Staff Cost</b> (including the cost for employment of the full-time staff and other staff, provision of uniform and personal accoutrements)		
(b)	<b>Equipment Cost</b> (including but not limited to the provision and maintenance of office furniture, computer, printers and facsimile machine in the Building Management Office, the equipment for cleaning the water tank and the execution of extensive cleaning work which requires additional / special equipment and expertise, etc.)		
(c)	<b>Material Cost</b> (including but not limited to cleaning materials, festive decorations, stationeries, etc.)		
(d)	<b>Professional Service Cost</b> (including but not limited to the (i) horticultural services and (ii) pest control services, etc.)	Please specify: (i) horticultural services:  (ii) pest control services:	
(e)	<b>Additional Waste Disposal Cost due to MSW charging scheme</b> (including but not limited to the production of colored bag and perform all obligations as stated in the MSW Schedule in relation to the Exempted Government Waste (EGW))  (Note: A Government MSW Payment to be quoted in this breakdown will only be payable upon commencement of MSW charging in arrears in respect of each monthly period.)	Please specify: (i) Quoted EGW Expenses:  (ii) Administrative Fee (MSW):	
(f)	<b>Others (such as profits, insurance, etc.)</b>		
	<b>*Total (a) + (b) + (c) + (d) + (e) + (f) :</b>		

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

**Notes:**

1. The quotation of the Additional Waste Disposal Cost due to MSW charging scheme shall cover the cost per month of disposing the MSW under the MSW Charging Scheme based on the estimate quantities of EGW as stated in Annex 1 to Contract Schedule 9.
2. Since the Contractor is not required to deploy the Waste Vehicle in Private Use, no gate fee or Group 2 facility service fee shall be included.
3. The quotation of the Quoted EGW Expenses shall cover the cost per month of disposing the EGW through the use of EGW Coloured Bags based on the estimate of the EGW as stated in Annex 1 to Contract Schedule 9. There are no prescribed rates for the EGW Coloured Bags. The Tenderer is free to quote a reasonable amount for making available the EGW Coloured Bags on a monthly basis to dispose of the EGW. For the avoidance of doubt, the Quoted EGW Expenses shall not cover any MSW Charges as they shall be exempted for EGW.
4. The quotation of the Monthly Administrative Fee (MSW) shall cover a reasonable amount of the monthly administrative fee in performing other Contractor's obligations as stated in this MSW Schedule (viz., "Monthly Administrative Fee (MSW)") not covered by the Quoted EGW Expenses which amount shall be separately quoted in the breakdown of the Government MSW Payment.
5. If the Tenderer fails to submit the Quoted EGW Expenses and/or the Monthly Administrative Fee (MSW) for the above Service Location, it shall be assumed that zero amount shall be chargeable. This is unless upon subsequent clarification with the Tenderer (which the Government may but is not obliged to make), the Tenderer denies such intention in which case, the Tenderer's Tender will not be considered further.

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

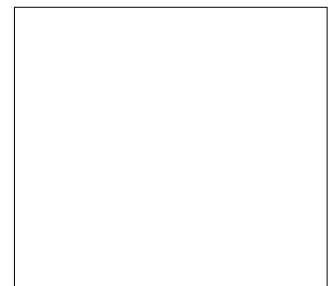
Name in Block Letter : \_\_\_\_\_

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

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

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

Company Chop :



**Part 3 - Ad Hoc Services**

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

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

Note:

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

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

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

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

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

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

Company Chop :



**Section II - Monthly Rate of Staff**

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

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

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

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

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

Company Chop :



**Wages Proposal for Workers**

1. Tenderers must propose in the given spaces below a monthly wage rate for a Building Supervisor, a Security Guard and a Cleaner and the basis on which such wage rate is calculated. The monthly wage rate proposed must comply with the requirements set out in Paragraph 9.1 of the Terms of Tender. Tenderers are advised to read Paragraph 9.1 to 9.5 of the Terms of Tender carefully for the consequences of non-compliance of the wage requirements.
2. Please refer to Sections 2, 4 and 5 of Part B in Contract Schedule 2 for the number of working days and working hours of the Building Supervisor, Security Guards and Cleaners respectively.
3. Wage proposal for a Building Supervisor, a Security Guard and a Cleaner:

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

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

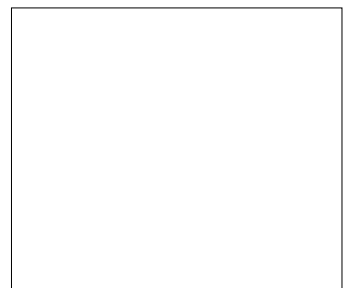
Company Chop :

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

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

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



Terms of Tender (Appendix D) ( To be Inserted into Price Envelope )

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

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

Note 3: The Statutory Minimum Wage is HK\$40 with effect from 1 May 2023.

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

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

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

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

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

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

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

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

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

Company Chop :



Terms of Tender (Appendix D) ( To be Inserted into Price Envelope )

**Appendix E**

**Management Plan, Organisation and Supervision Plan, Contingency Plan,  
Pro-innovation Proposals, ESG Proposals and Heat Stroke Work Plan**

[Please refer to Appendix I of the Terms of Tender.]

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

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

The Work Plan shall cover the following items:

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

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

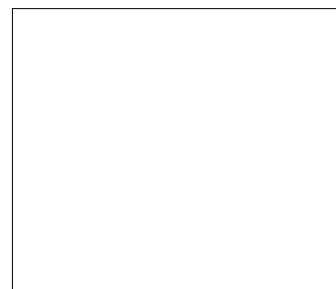
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Name of Tenderer : \_\_\_\_\_

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

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

Company Chop :



ii. Organisation and Supervision Plan (5-10 pages excluding attachments)

The Organisation and Supervision Plan shall cover the following items:

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

iii. Contingency Plan

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

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

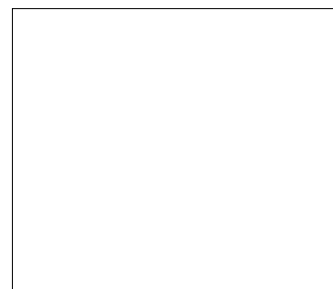
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Name of Tenderer : \_\_\_\_\_

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

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

Company Chop :



iv. Pro-innovation Proposals

- Technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable.

v. ESG proposals

- Proposals that improve environmental protection, sustainability or governance or social responsibility, which may but need not be directly relevant to the Services, but can bring about positive values/benefits to the Government or the public at large.

vi. Heat Stroke Prevention Work Plan

- Shall cover at least the following proposals by the Tender Closing Date –
  - (i) making suitable work arrangement such as rescheduling work to cooler periods and cooler places;
  - (ii) carrying out other measures by making reference to the latest Labour Department’s “Guidance Notes on Prevention of Heat Stroke at Work”, covering at least the following:
  - (iii) to conduct heat stress risk assessments of heat stress for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
  - (iv) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, providing sheltered/ventilated resting places etc.) based on the risk assessment results;

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

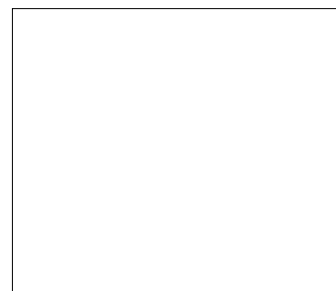
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Name of Tenderer : \_\_\_\_\_

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

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

Company Chop :



- (v) to arrange hourly rest breaks as appropriate for Non-skilled Workers working outdoors and/or in indoor environment without air-conditioning, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force.
  - (vi) providing potable water at all times during work;
  - (vii) providing uniforms with dry-fit properties; and
  - (viii) providing wide-brimmed hats, arm sleeves or umbrellas.
- The Heat Stroke Prevention Work Plan above must be certified by a registered safety officer who has a valid registration as at the Tender Closing Date with Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) using the form set out in Section (e) of Appendix E.

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

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

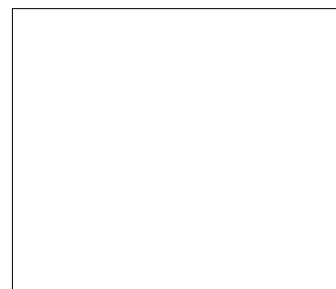
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Name of Tenderer : \_\_\_\_\_

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

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

Company Chop :



(a) Work plan

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

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

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

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

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

Company Chop :





(b) Organisation and Supervision Plan

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

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

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

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

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

Company Chop :



(c) Contingency Plan

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

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

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

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

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

Company Chop :



(d) Pro-innovation Proposals and ESG Proposals

Tenderers should provide details of the proposed pro-innovation proposals and ESG proposals in the following tables. If there is not enough space, please use supplementary sheets if necessary.

**Pro-innovation proposals – directly relevant to the Services**

Proposed pro-innovation proposals	Brief description on improvements/benefits /positive values that can bring about	How to implement	Supporting documents (if any)

**ESG proposals –measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services**

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

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

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

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

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

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

Company Chop :

(e) Heat Stroke Prevention Work Plan

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

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

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

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

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

Company Chop :



**Appendix F**

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

**Part I**

**Method of providing the Contract Deposit**

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

\* Delete as appropriate.

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

**Part II**

**Form of  
Banker's Guarantee**

THIS GUARANTEE is made on the ..... day of .....  
By.....  
.  
of....., a bank within the meaning of the Banking Ordinance  
(Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor")

In favour of

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

**WHEREAS**

(A) By a contract (hereinafter called the "Contract") dated the [day] of [month year]  
made between «SERVICE PROVIDER\_NAME» of «SERVICE PROVIDER\_ADDRESS»  
(hereinafter called the "Contractor") of the one part and the Government of the other part  
(designated as <<Name of the Procuring 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 this Guarantee executed as a deed witnesses as follows:

- (1) Where applicable, words and expressions used in this Guarantee shall have the  
meaning assigned to them under the Contract.
- (2) In consideration of the Government's acceptance of the bank named herein as the  
Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.
- (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
- (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.
- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution or where "the Contractor" is a company, any change of its member or shareholder or its officers or its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

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

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

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

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

- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or



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

whichever is the applicable.

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

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

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

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

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

(a) upon the Government, at the <<Name of the Procuring Department>> of <<Address of the Procuring Department>> marked for the attention of \_\_\_\_\_, facsimile number \_\_\_\_\_;

(b) upon the Guarantor, at \_\_\_\_\_, Hong Kong, marked for the attention of \_\_\_\_\_, facsimile number \_\_\_\_\_.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

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

(15) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

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

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

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

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

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

\* Please delete as appropriate

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

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

**Appendix G**

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

**Registration Form for Attending Tender Briefing Session**

Provision of Combined Management Services for Tuen Mun  
Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)  
(Tender Ref.: AFCD/CMS/01/24)

**Details of the Briefing Session**

Date : 26 April 2024 (Friday)  
Time : 15:00  
Venue : Conference Room, M/F, Wu Shan Community Hall, Tuen Mun Area 44 Joint-user  
Complex and Wholesale Fish Market, 101 Wu Shan Road, Tuen Mun

**Details of Registration**

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

	<b>Name</b>	<b>Post Title</b>
(1)	_____	_____
(2)	_____	_____

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

**NOTE: This form should be completed and returned by fax to the Agriculture,  
Fisheries and Conservation Department on or before 25 April 2024 noon  
(Thursday).**

**Appendix H**

To: the Government

Dear Sir/ Madam,

**Non-collusive Tendering Certificate**

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

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

**Non-collusion**

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

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

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
  - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;

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

#### Disclosure of subcontracting

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

#### Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 39.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 29.3 to 39.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

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

---

Name of the authorised signatory (where applicable) :

---

Title of the authorised signatory (where applicable) :

---

Date :

---

**Appendix I**

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

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

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

2. All tenders received will be checked on whether all the documents and information required in Paragraph 11.4 in the Terms of Tender have been submitted. Failure to submit any of the following documents **on or before the Tender Closing Date** will render a tender invalid and will not be considered further:

**Stage 2 – Compliance with Essential Requirements**

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

- (a) A Tenderer must hold a valid security company licence under the Security and Guarding Services Ordinance (Cap. 460) as at the original Tender Closing Date. <sup>Note 1</sup>
- (b) A Tenderer must not have been debarred from tendering for this Contract as at the tender closing date due to its having convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “Relevant Offences”)  
Notes 2 to 7
  - (i) any offence under the Employment Ordinance (Cap. 57) or the Employees’ Compensation Ordinance (Cap. 282), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221);
  - (ii) Section 17I (1) or 38A(4) of the Immigration Ordinance (Cap. 115);
  - (iii) Section 89 of the Criminal Procedure Ordinance (Cap. 221) or Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to breach his condition of stay);
  - (iv) Sections 7, 7A, 7AA, 43B(3A), 43BA(5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
  - (v) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the

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

Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered. If a Tenderer is convicted of any of the Relevant Offences, it is debarred from tendering for this Contract for a maximum period of five years<sup>Note 8</sup> from the date of conviction or if applicable the date of Tenderer's last conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism ("Debarment Period"). The Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the review mechanism on the date before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period of maximum five years<sup>Note 8</sup> from the date of that subsequent conviction. For details of the review mechanism, please visit the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at –

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

- (c) A Tenderer must not have been debarred from tendering for this Contract as at the Tender Closing Date due to its having accumulated three or more Demerit Points over a rolling period of 36 months. If a Tenderer has accumulated three or more Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five years from the date on which the third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered. <sup>Notes 9 and 10</sup>
- (d) A Tenderer shall submit a Heat Stroke Prevention Work Plan which shall cover at least the following proposals by the Tender Closing Date –
- (i) making suitable work arrangement such as rescheduling work to cooler periods and cooler places;
  - (ii) carrying out other measures by making reference to the latest Labour Department's "Guidance Notes on Prevention of Heat Stroke at Work", covering at least the following:
    - to conduct heat stress risk assessments of heat stress for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
    - to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, providing sheltered/ventilated resting places etc.) based on the risk assessment results;



- to arrange hourly rest breaks as appropriate for Non-skilled Workers working outdoors and/or in indoor environment without air-conditioning, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force.
- (iii) providing potable water at all times during work;
- (iv) providing uniforms with dry-fit properties; and
- (v) providing wide-brimmed hats, arm sleeves or umbrellas.

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

Since this Contract involves Non-skilled Workers performing duties outdoor and in indoor environment without air-conditioning, it is an essential requirement that the Tenderer shall submit as part of its Tender the Heat Stroke Prevention Work Plan above by the Tender Closing Date **otherwise the Tender will not be considered further.**

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

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

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

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

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

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

- Note 4** For the avoidance of doubt, a conviction under appeal or review shall still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted.
- Note 5** For the avoidance of doubt, if the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred from tendering for any Non-skilled Worker Contract.
- Note 6** If a Tenderer is found to have made a false declaration of or untruthful revelation in the Statement(s) of Convictions, the Government may without prejudice to any other rights which it has or may have, disqualify the Tenderer, or if it has been awarded the Contract, terminate the Contract immediately.
- Note 7** Notwithstanding para. 3(b), in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:
- (a) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap.485); and
  - (b) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).
- Note 8** If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the tenderer following the conviction of any of the Relevant Offences, the tenderer shall be subject to a debarment period of five years from the date of conviction, irrespective of whether a fine is also imposed.

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

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

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

### Stage 3 – Technical Assessment

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

5. The submission for Section (A) Execution Plan, excluding related annexes and documentary proof, **shall not be more than 50 pages in A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit and/or not complying with the specified requirements on margin and/or font size will be considered in the tender evaluation but marks will be deducted from the total technical marks as follows -

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

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

Assessment Criteria		Maximum Mark	Unit Mark (M)	Standard Score (S) (See Note 1)						Marks Scored (M x S)	Passing Mark
				5	4	3	2	1	0		
(10)	Record of Demerit Points under All Government Contracts (See Note 13)	5	2.5								–
<b>Sub-total for (C)</b>		<b>33</b>									–
<b>Total Technical Mark</b>		<b>100</b>									–

# In case tenderers indicated in the tender returns that they may apply for the Enhanced Supplementary Labour Scheme, for the avoidance of doubt, marks will not be given to any proposal which is made solely to comply with the requirements under the Enhanced Supplementary Labour Scheme administered by the Labour Department.

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

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

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

### Explanatory Notes for Stage 3 – Technical Assessment

#### Note 1 : for Assessment Criteria (1) to (10)

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

For Assessment Criteria (1), (2) and (3)  
Standard score of 5, 4, 3, 2, 1 or 0 will be awarded.

For Assessment Criteria (4a), (4b) and (10)  
Standard score of 2, 1, or 0 will be awarded.

For Assessment Criterion (5)  
Standard score of 4, 3, 2, 1, or 0 will be awarded.

For Assessment Criteria (6) and (7)  
Standard score of 3, 2, 1, or 0 will be awarded.

For Assessment Criterion (8)

See Note 11 below.

For Assessment Criterion (9)

Standard score of 1 or 0 will be awarded.

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

The Work Plan shall cover the following items:

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

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

The Organisation and Supervision Plan shall cover the following items:

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

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

The Contingency Plan shall cover the following items:

- (a) details of the operational strategy during contingency or emergency situations including availability of additional resources, provision of emergency contact numbers/hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice;
- (b) a risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively including the response time to each emergency situation for

- handling emergency situations, such as breakdown of electricity supply, fire, injury, accident, tropical cyclone, rainstorm, trespasses, vandalism, protests, etc.; and
- (c) details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

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

- (a) Standard scores will be given to Assessment Criteria (1) to (3) in accordance with the following six-grade approach –
- 5 – The proposed plan is **practical** with **detailed information** on **all** items as well as **proposals** that could effectively **enhance/improve** the **quality/performance of the Services** on **over half** of the items of the respective plan as required in Notes 2 to 4 above.
  - 4 – The proposed plan is **practical** with **detailed information** on **all** items as well as a **proposal** that could effectively **enhance/improve** the **quality/performance of the Services** on **one** of the items of the respective plan as required in Notes 2 to 4 above.
  - 3 – The proposed plan is **practical** with **detailed information** on **all** items of the respective plan as required in Notes 2 to 4 above.
  - 2 – The proposed plan is **practical** with **detailed information** on **over half** of the items and brief information covering the remaining items of the respective plan as required in Notes 2 to 4 above.
  - 1 – The proposed plan is **practical** with **brief information** on **all** items of the respective plan as required in Notes 2 to 4 above.
  - 0 – The proposed plan is **impractical** or **fails** to provide information on **any** of the items of the respective plan as required in Notes 2 to 4 above.

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

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

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

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

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

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

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

- (a) Marks will be given if the ESG proposals will improve environmental protection, sustainability or governance or social responsibility in the execution of the contract throughout the contract period, which may but need not be directly relevant to the Services,



but can bring about positive values/benefits to the Government or the public at large.

- (b) ESG proposals shall contribute to all or some or any one of the following positive values/benefits –
- (i) environmental protection (e.g. use of electric vehicle, use of renewable energy, in the execution of the contract, etc.);
  - (ii) social responsibility (e.g. employment of people with disabilities and/or rehabilitated persons for the contract, etc.); and/or
  - (iii) governance.
- (c) Standard scores will be given in accordance with the following rule:
- 2 – **More than one (1) effective and practicable** ESG proposals contributing to any of the positive values/benefits as listed in (b) of this Note above.
  - 1 – **One (1) effective and practicable** ESG proposal contributing to any of the positive values/benefits as listed in (b) of this Note above.
  - 0 – **No** effective or practicable ESG proposal is proposed.
- (d) Paras. (e) to (j) of Note 6 above are also applicable to this Note.

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

- (a) Assessment will be based on the aggregate number of years of experience in providing security and/or cleaning services to commercial, residential, government or educational premises in the **past ten (10) years** immediately preceding the original Tender Closing Date. Only experience for providing security and/or cleaning services (each not less than one year) for a premises having a total Gross Floor Area (GFA) of **no less than 15 000 m<sup>2</sup>** shall be counted.
- (b) Standard scores will be given to Assessment Criterion (5) in accordance with the following five-grade approach –
- 4 – An aggregate of five (5) or more years' experience.
  - 3 – An aggregate of four (4) to less than five (5) years' experience.
  - 2 – An aggregate of three (3) to less than four (4) years' experience.
  - 1 – An aggregate of two (2) to less than three (3) years' experience.
  - 0 – An aggregate of less than two (2) years' experience,  
or  
failing to produce documentary proof to support its claim of experience.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of contract) to substantiate its claim of the experience. Experience not substantiated will not be taken into account.

- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered under the same name of the Tenderer. For the avoidance of doubt, a Tenderer's experience gained in its capacity as a sub-contractor or the experience of a parent company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of "parent company" and "subsidiary" follow the meanings under the Companies Ordinance (Cap. 622).
- (f) If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual experience of the participants to the partnership, will be counted.
- (g) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of two (2) years' experience" is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience under a single contract or different contracts.
- (h) It is not necessary for a Tenderer to have continuous experience in providing security and/or cleaning services in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (i) For the purpose of tender assessment, the relevant experience in providing security and/or cleaning services could be gained under the same contract or different contracts through direct employees. However, a Tenderer's experience under different contracts of the same type will not be double-counted for those overlapping periods. If a contract involves both security and cleaning services, the experience in the two types of services will be counted separately. For example, if a Tenderer gained 1 year's experience in providing both cleaning and security services under the same contract, he will be counted as having 1 year's experience in cleaning service and 1 year's experience in security service. A Tenderer's experience under different contracts with overlapping periods is to be counted in accordance with the following examples: -

Example A:

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

Example B:

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

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

- (a) Assessment will be based on working experience and qualifications on or before the original Tender Closing Date possessed by the Contract Manager(s) proposed by the Tenderer for the Contract.
- (b) Standard scores will be given to Assessment Criterion (6) in accordance with the following rule –
- 3 – Contract Manager(s) possessing working experience and qualifications meeting the following three requirements –
    - (i) having an aggregate of **not less than five (5) years'** full-time working experience at management or supervisory level in overseeing cleaning and/or security service contracts in the **past ten (10)-year period** immediately preceding the original Tender Closing Date;
    - (ii) possessing a post-secondary qualification in property management, building management, facilities management or equivalent issued by a registered post-secondary institution; and
    - (iii) possessing a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution.
  - 2 – Contract Manager(s) possessing any two (2) of the three (3) working experience or qualification requirements listed in (i), (ii) or (iii) of this Note above.
  - 1 – Contract Manager(s) possessing any one (1) of the three (3) working experience or qualification requirements listed in (i), (ii) or (iii) of this Note above.
  - 0 – Contract Manager(s) possessing none of the three (3) working experience or qualification requirements listed in (i), (ii) or (iii) of this Note above, or failing to produce documentary proof to support its claim of the working experience or qualification.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of employment contract/referee's letter) to substantiate its claim of the working experience or qualification. Working experience and qualifications not substantiated will not be taken into account.
- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The aggregate of not less than five (5) years' full-time working experience shall refer to that possessed by the **same** Contract Manager but not aggregated among different Contract Managers. For example, if a Tenderer proposes Contract Managers A and B each having four years' relevant experience only, without any relevant qualification, since neither Contract Manager has an aggregate of not less than five years' relevant experience, the Contract Managers proposed by the Tenderer are considered failing to meet any of the qualification requirements listed in (i), (ii) or (iii) of this Note above. It will be given a standard score of zero.
- (f) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of not less than three (5) years' working experience" is equivalent to have accumulated 1 825 days (i.e. 365 days x 5) of working experience.
- (g) It is not necessary for a Contract Manager to have continuous full-time working experience at management or supervisory level in overseeing cleaning and/or security service contracts in the past ten (10)-year period immediately preceding the original Tender Closing Date.

(h) If more than one Contract Managers are proposed by a Tenderer, standard score will be given according to the aggregate numbers of experience and qualification requirements listed in (i) to (iii) of this Note above met by all Contract Manager(s) proposed by the Tenderer for the Contract. For example, if a Tenderer proposes Contract Managers A and B. Contract Manager A meets the qualification requirements listed in (i) and (ii) of this Note above and Contract Manager B meets the qualification requirements listed in (i) and (iii). The Contract Managers proposed by the Tenderer are considered meeting all the qualification requirements listed in (i) to (iii) of this Note above. It will be given a standard score of three.

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

(a) Standard scores will be given to Assessment Criterion (7) in accordance with the following rule –

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

(b) A Tenderer shall submit documentary evidence (e.g. a copy of certificate) to substantiate its claim of the accreditation. Accreditation not substantiated will not be taken into account.

(c) For the purpose of counting the accreditation, “relevant certificate” means a certificate of (i) ISO 9001/ISO 9002 Quality Management Systems, (ii) ISO 14001 Environmental Management Systems or (iii) ISO 45001 Occupational Health and Safety Management (or Occupational Health and Safety Assessment Series (OHSAS) 18001) which are relevant to property management, building management, facilities management, security services or cleaning services, and are valid as at the original Tender Closing Date.

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

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

- P<sub>1</sub> = Proposed monthly wage for Building Supervisor of the conforming tender being assessed
- P<sub>2</sub> = Proposed monthly wage for Security Guards of the conforming tender being assessed
- P<sub>3</sub> = Proposed monthly wage for Cleaners of the conforming tender being assessed
- H<sub>1</sub> = The highest proposed monthly wage for Building Supervisor among all conforming tenders
- H<sub>2</sub> = The highest proposed monthly wage for Security Guards among all conforming tenders
- H<sub>3</sub> = The highest proposed monthly wage for Cleaners among all conforming tenders
- C = **\$9,920**, i.e. the prevailing monthly wage rate of Statutory Minimum Wage (“SMW”) plus paid rest days for Building Supervisor, Security Guards and Cleaners derived on the basis of 31 days (i.e. eight (8) hours of work per day and 27 working days plus four (4) paid rest days per month)

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

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

Illustrative Example for Tenderer's Proposed Monthly Wage for Building Supervisor, Security Guards and Cleaners	Marks Scored (Example)
P <sub>1</sub> = HK\$11,920 P <sub>2</sub> = HK\$10,920 P <sub>3</sub> = HK\$11,920 H <sub>1</sub> = HK\$12,920 H <sub>2</sub> = HK\$11,920 H <sub>3</sub> = HK\$12,920 C = HK\$9,920	Marks scored =  $25 \times \left( 50\% \times \frac{11,920 - 9,920}{12,920 - 9,920} + 40\% \times \frac{10,920 - 9,920}{11,920 - 9,920} + 10\% \times \frac{11,920 - 9,920}{12,920 - 9,920} \right)$ = 15.00

(b) If H<sub>1</sub>, H<sub>2</sub> or H<sub>3</sub> is equal to C, no marks will be given for M<sub>1</sub>, M<sub>2</sub> or M<sub>3</sub> to all Tenderers respectively.

- (c) If a Tenderer fails to indicate any monthly wage or P1, P2 or P3 is each less than C, the tender will be evaluated but the respective P1, P2 or P3 will be deemed to be equal to C for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm their abidance by the SMW upon request by the Government Representative at any time before the tender exercise is completed. If the Tenderer offers a higher amount than the SMW in a subsequent clarification in writing, the tender will only be assessed on the basis that the monthly wage offered by the Tenderer is same as the SMW. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.
- (d) The marks scored will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under para. 6 above.

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

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

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

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

**Stage 4 – Price Assessment**

7. Failure to submit a Price Proposal in the form of the **Appendix C** with the Unit Price quotations for all Items duly completed by the Tender Closing Time will render a Tender invalid and will not be considered further. In the case of Part 3(e) of the Price Proposal (viz. the Additional Waste Disposal Cost due to Municipal Solid Waste (MSW) charging scheme), if the Tenderer has failed to submit any of the requested monthly quotations in respect of any Location Item (viz., the Quoted EGW Charges per month or the Monthly Administrative Fee), it shall be assumed that zero amount shall be chargeable. This is unless upon subsequent clarification with the Tenderer (which the Government may but is not obliged to make), the Tenderer denies such intention in which case, the Tenderer’s Tender will not be considered further. The price assessment is based on the Contract Price of the tenders which have passed Stage 3 assessment.

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

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

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



**Stage 5 - Calculation of Combined Score**

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

—

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

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

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

**1. Contract Period**

- 1.1 The Contractor shall provide the Services to the Government, for a period of thirty-six (36) months for the period commencing on 1st September 2024 and expiring on 31st August 2027, both dates inclusive, subject to any provision for sooner determination or extension of the Contract as is provided for in the Contract.
- 1.2 Notwithstanding Clause 1.1 above, the Government may by serving a written notice on the Contractor of no less than one (1) month prior to the expiry of the said period of thirty-six months at its sole discretion extend such period for a continuous period of not more than six (6) months, commencing immediately upon expiry of the said period of thirty-six months on the same terms and conditions herein except this clause.
- 1.3 The Contractor shall continue to perform the Contract throughout the extension period under Clause 1.2 when Government exercises its right to extend the Contract.

**2. Total Services and Variation**

- 2.1 The Contractor shall during the Contract Period provide the Services in accordance with the terms and conditions of this Contract.
- 2.2 The Contractor shall not extend the Services beyond the requirements specified in the Conditions of Contract and Contract Schedule except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Conditions of Contract and Contract Schedule.
- 2.3 Where a variation has been made to the Contract, the amount to be added to or deducted from the Contract Price in accordance with that variation shall be determined in accordance with the Unit Prices specified in the Price Schedule so far as the same may be applicable and where the Unit Price is not contained in the Price Schedule, or is not applicable, such amount shall be such sum as is reasonable in the circumstances.
- 2.4 Notwithstanding anything to the contrary herein contained, the Government Representative may from time to time and at any time during the Contract Period:
- (a) by giving a prior written notice to the Contractor so that the Contractor will, within seven (7) days, provide such additional Services (including working overtime for regularly engaged Worker or providing additional Security

Guards and/or Cleaners) at such part of the Contract Area for such duration and in such manner as may be specified in the notice; and

- (b) by giving a prior verbal notice (to be properly documented subsequently) to the Contractor so that the Contractor will, within one (1) day, carry out general emergency services for building management (including working overtime for regularly engaged Worker or providing additional Security Guards and/or Cleaners) and within three (3) hours to carry out anti-mosquito or other pest control services at such part of the Contract Area, for such duration and in such manner as may be directed by the Government Representative and the Contractor shall provide such Services accordingly.

2.5 All of the Services provided by the Contractor including those provided under Clause 2.4 hereof will be payable in accordance with the rates of charges specified in Contract Schedule 4.

2.6 If the Government requires any regularly engaged Worker to work overtime, the Government may choose to provide leave in lieu of compensation or additional charge based on the hourly rate in section II of Contract Schedule 4. If any additional Security Guard or Cleaners are required, the Government shall pay in accordance with Part 3 of Section I of Contract Schedule 4.

### **3. Contractor's Acknowledgement, Obligations and Contract Performance**

3.1 The Contractor acknowledges and agrees that when entering into the Contract, it has been supplied with sufficient information to enable it to provide to the Government the Services, which shall comply fully with the requirements set out in the Condition of Contract and Contract Schedule.

3.2 The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract. Save to the extent expressly set out in the Contract, the Contractor does not expect, and the Contractor agrees that it is unnecessary for, the Government to do anything to facilitate or assist the Contractor's provision of the Services and the performance of its obligations under the Contract.

3.3 The Contractor shall perform its obligations under the Contract:

- (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
- (b) in accordance with Good Industry Practice.

3.4 The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:

- (a) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by

- the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
- (b) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
  - (c) comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of Services.
- 3.5 The Contractor shall:
- (a) duly and unconditionally secure, obtain and maintain throughout the Contract Period all and any authorisations, approvals, consents, licences, permits, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are or may be required or necessary to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where the Contractor's procedures so require, the consent of its parent company) ("Consents");
  - (b) ensure that the Consents are in full force and effect, and the use of the Services by the Government will not contravene any applicable laws, throughout the Contract Period; and
  - (c) bear all costs, charges and expenses that may be incurred in obtaining and maintaining the Consents throughout the Contract Period.
- 3.6 The Contractor shall, through the Government Representative, keep the Government informed of all matters related to the Contract within the actual or constructive knowledge of the Contractor and shall answer all enquiries received from the Government Representative.
- 3.7 The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.
- 3.8 To the extent that the Government considers it reasonably necessary and that the information (in whatever media) is in the possession of the Government and is not subject to any confidentiality restriction, the Government may at the request initiated by the Contractor (but not otherwise required in the Contract), provide all such information for the Contractor's guidance in the execution of the Contract free of charge provided such request from the Contractor is made in a timely manner to avoid any delay on the part of the Contractor to perform the Contract. If required by the Government, the Contractor shall return all such information (in whatever media) to the Government upon the expiry or early termination of the Contract or at the time specified in the Conditions of Contract.

- 3.9 The Contractor shall be responsible for the completeness and accuracy of all drawings, documents and information supplied by the Contractor to the Government in connection with the Services. Without prejudice to any other provisions of the Contract, the Contractor shall indemnify the Government in accordance with Clause 17.2 of the General Conditions of Contract in connection with, any discrepancies, errors or omissions therein.
- 3.10 Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by the Government free of charge but shall be returned to the Government on completion of the Contract.
- 3.11 The Contractor acknowledges that it does not have the right to provide the Services to the Government on an exclusive basis and nothing in this Contract confers any such exclusive right. Nothing in the Contract shall preclude the Government from procuring any Services from any other person.

#### **4. Warranties and Representations**

- 4.1 The Contractor warrants, represents and undertakes that:
- (a) the Contractor and any permitted sub-contractors of the Contractor, their respective employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
  - (b) the Contractor shall carry out and provide the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner and shall perform the Services to the satisfaction of the Government Representative ;
  - (c) the Services shall conform in all respects to the Service Specifications and conditions under the Contract and answer all reasonable enquiries made by the Government Representative ;
  - (d) 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;
  - (e) the Contractor has full power, capacity and authority to enter into the Contract and to perform all its obligations under the Contract including without limitation the vesting of the Intellectual Property Rights in the Government, and the granting and/or procuring the grant of the licences to the Government, its authorised users, assigns and successors-in-title in accordance with Clause 49 of the General Conditions of Contract;
  - (f) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
  - (g) all information and documents supplied, and statements and representations from time to time made by or on behalf of the Contractor in or in relation to its Tender and the Contract are genuine, true, accurate and complete;

- (h) throughout the Contract Period, no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (i) throughout the Contract Period, it is not subject to any contractual obligation, or court judgment or ruling order or arbitration decision, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (j) throughout the Contract Period, no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue; and
- (k) throughout the Contract Period, it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.
- (l) 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;
- (m) 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; and shall ensure that they comply with the Code of Conduct for the Contractor's Employees set out in Contract Schedule 6 which may be amended from time to time by the Government Representative. The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees or the Contractor's permitted sub-contractors or agents (if any) engaged or deployed for the purpose of the Contract. Any of the Contractor's Employees, the Contractor's sub-contractors or agents so removed shall be replaced as soon as possible by a competent substitute within such time as specified by the Government Representative; and



- (n) the Contractor shall not employ any illegal workers to carry out its obligations under the Contract.
- 4.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 4.1 above and in Clause 49.1 of the General Conditions of Contract and in other provisions of the Contract (including without limitation the Conditions of Contract and Paragraph 39.1 of the Terms of Tender), and those made by the Contractor in its Tender for the Contract including all Schedules, during the evaluation of the Tender, and those from time to time made in the course of performance of the Contract, are collectively referred to as “Warranties”, and each, a “Warranty”.
- 4.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.
- 4.4 Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Chapter 457 of the Laws of Hong Kong) apply to bind the Contractor and the Government respectively.

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

- 5.1 The Contractor shall employ sufficient number of suitably trained, experienced and competent managerial and site supervisory staff for the maintenance and execution of the Services in accordance with all the necessary requirements in this Contract.
- 5.2 The Contractor shall ensure that they all fulfill the respective qualifications to carry out all their responsibilities and duties as in Contract Schedule 2.
- 5.3 The Contractor shall pay or shall ensure to be paid to each Worker during the Contract Period a wage not less than: -
- (a) the monthly wage (for Security Guard and Building Supervisor) and daily wage (for Cleaner) as specified in Contract Schedule 5; or
  - (b) the Monthly / Daily Wage rate of SMW plus Paid Rest Days as the same may be adjusted as a result of future revision of the SMW, whichever is the higher.
- 5.4 The contractor shall promptly pay or shall ensure prompt payment of wages to the Contractor’s Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract. The Contractor shall use autopay for payment of wages to the Workers (payment by cheque is only allowed upon termination of employment contract and is made at request of the Workers concerned).

- 5.5 Without the prior approval of the Government Representative, the Contractor shall not allow any Worker to work each day for more than the maximum allowable working hours per day as specified in the Standard Employment Contract.
- 5.6 The Contractor shall allow each Security Guard and Building Supervisor not less than one hour meal break each day. The period of meal break of each Worker shall be specified in the Standard Employment Contract.
- 5.7 The Contractor shall take measures in accident prevention, fire precautions, workplace environments, hygiene, first aid and manual handling operations for the protection the Workers. Proper Personal Protective Equipment, which conforms to internationally recognized standards or the standards stipulated in the legislation for the purpose of ensuring its effectiveness, must be provided to employee who works with or is likely to come into contact with a dangerous substance to prevent that substance causing bodily injury to that employee. The protective clothing and equipment should be fully and properly used by the employee as and when necessary.
- 5.8 The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause 5. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate Contract forthwith.

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

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

***Gratuity to Non-skilled Workers***

- 5.10 The Contractor shall pay a gratuity to each Non-skilled Worker upon the expiry or termination of the Standard Employment Contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of service of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract.

- 5.11 Notwithstanding Clause 5.10 above, for each Non-skilled Worker who has been employed by the Contractor under the Standard Employment Contract in respect of this Contract for a period of service of less than 12 months immediately before the termination of the Standard Employment Contract (and yet still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall still have to pay a gratuity to the Non-skilled Worker in respect of that shorter period of service provided that the Standard Employment Contract is terminated by the Contractor and the termination of the Standard Employment Contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

For the avoidance of doubt, for the purpose of this Clause 5.11, where the termination of the Standard Employment Contract is due to reason(s) in accordance with section 9 of the Employment Ordinance (Cap. 57) or due to the Non-skilled Worker terminating the Standard Employment Contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 5.11 to apply, this Contract shall originally be scheduled to have a contract duration of not less than 12 months had it not been the termination by the Government.

- 5.12 If a Non-skilled Worker is entitled to the gratuity in Clause 5.10 or Clause 5.11 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the period of service as mentioned therein.
- 5.13 The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.

### ***Gratuity to Supervisory Staff***

- 5.14 The Contractor shall pay a gratuity to each Supervisory Staff upon the expiry or termination of the contract of employment as defined in the Employment Ordinance (Cap. 57) entered into by the Contractor and the Supervisory Staff (referred to “the employment contract” hereafter for the purpose of Clauses 5.14 and 5.15, for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Supervisory Staff has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of service of not less than 12 months immediately before the expiry or termination of the employment contract .
- 5.15 Notwithstanding Clause 5.14 above, for each Supervisory Staff who has been employed by the Contractor under the employment contract in respect of this Contract for a period of service of less than 12 months immediately before the termination of the employment contract (and yet still satisfying the requirement of

continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall still have to pay a gratuity to the Supervisory Staff in respect of that shorter period of service provided that the employment contract is terminated by the Contractor and the termination of the employment contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

For the avoidance of doubt, for the purpose of this Clause 5.15, where the termination of the employment contract is due to reason(s) in accordance with section 9 of the Employment Ordinance (Cap. 57) or due to the Supervisory Staff terminating the employment contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 5.15 to apply, this Contract shall originally be scheduled to have a contract duration of not less than 12 months had it not been the termination by the Government.

- 5.16 If a Supervisory Staff is entitled to the gratuity in Clause 5.14 or Clause 5.15 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Supervisory Staff during the period of service as mentioned therein.
- 5.17 The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment.

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

- 5.18 The Contractor shall provide the holiday pay to a Non-skilled Worker provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for not less than one month immediately preceding a statutory holiday. The holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance (Cap. 57). Detailed requirements on the holiday pay payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.

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

- 6.1 The Contractor shall ensure the good conduct of each of the Contractor's Employees while they are performing the Services for or on behalf of the Contractor. Without prejudice to the aforesaid, the Contractor shall ensure that the Contractor's Employee: –
- (a) is fit for their tasks;
  - (b) maintains the standard of discipline, courtesy, behaviour and consideration in performing the Services;

- (c) 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
  - (d) is on duty during the period of a day as specified in Contract Schedule 2 as applicable to the post set out therein for which the Contractor's Employee is assigned to perform his/her duties for the purpose of this Contract and is punctual at all times.
  - (e) Contractor's employees and sub-contractor (if any) are strictly forbidden to allow access to, or bring onto any site or location, any unauthorized persons, animals or birds during such time as their attendance is in connection with their duties under the Contract.
- 6.2 The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees or agents engaged or deployed for the purpose of the Contract.
- 6.3 Any employee or agent so removed shall at the sole cost and expense of the Contractor be replaced as soon as possible by a competent substitute and within such time as specified by the Government Representative. The Contractor shall not deploy the removed person to perform the Services at any other location.
- 6.4 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.
- 6.5 The Contractor and the Contractor's Employees shall: –
- (a) 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;
  - (b) 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;
  - (c) 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;
  - (d) give proper training, supervision and guidance to the Workers in performing the Services;
  - (e) conduct surprise checks at such frequency agreed by the Government Representative and record the findings of his surprise checks in a record book;

- (f) provide the record book for the Government Representative's inspection whenever requested by the Government Representative;
- (g) 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;
- (h) 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
- (i) if required by the Government Representative, prepare a written report on any aspect of the Services as instructed by the Government Representative.

## 7. Heat Stroke Prevention Work Plan

7.1 For Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources under this Contract, the Contractor shall implement the Heat Stroke Prevention Work Plan as submitted in the tender which shall at least cover the following proposals applicable to all such Non-skilled Workers—

- (a) making suitable work arrangement such as rescheduling work to cooler periods and cooler places;
- (b) carrying out measures by making reference to the Labour Department's "Guidance Notes on Prevention of Heat Stroke at Work" published on 15 May 2023 at [https://www.labour.gov.hk/common/public/oh/Heat\\_Stress\\_GN\\_en.pdf](https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf) (as may be updated from time to time) covering at least the following:
  - (i) to conduct heat stress risk assessments of heat stress for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
  - (ii) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, and providing sheltered/ventilated resting places) based on the risk assessment results; and
  - (iii) to arrange hourly rest breaks as appropriate for Non-skilled Workers working outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, based on the recommendations and criteria provided in the "Guidance Notes on Prevention of Heat Stroke at Work", when the Heat Stress at Work Warning issued by the Labour Department is in force;

- (c) providing potable water at all times during work;
  - (d) providing uniforms with dry-fit properties; and
  - (e) providing wide-brimmed hats, arm sleeves or umbrellas.
- 7.2 The Contractor is required to keep written records of (a) heat stress risk assessments for its Non-skilled Workers exposed to heat stress at work by using the Labour Department's sample form as set out in "Guidance Notes on Prevention of Heat Stroke at Work" published on 15 May 2023 at [https://www.labour.gov.hk/common/public/oh/Heat\\_Stress\\_GN\\_en.pdf](https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf) (as may be updated from time to time) as provided in Paragraph 10.1 in the Terms of Tender; and (b) the performance of all of the requirements set out in Clause 7.1 above.

## **8. Suspension of Services under Inclement Weather**

- 8.1 The Contractor shall suspend all outdoor cleansing and security services when a black rainstorm signal or a Tropical Cyclone Warning Signal No.8 or above is issued. The Contractor shall resume normal services immediately when the black rainstorm signal or Tropical Cyclone Warning Signal No. 8 is lowered.
- 8.2 Clause 8.1 above does not apply to the security guarding and management services which shall not be interrupted by an inclement weather conditions including the issue of any type of rainstorm signal or any type of tropical cyclone or typhoon signal, although the Government Representative may, as it deems fit, authorize a reduction of manpower in the event of severe rainstorm or Tropical Cyclone Warning Signal No. 8 or above.
- 8.3 Same arrangement should be made when "extreme conditions" is announced in the aftermath of black rainstorm signal or a Tropical Cyclone Warning Signal No.8 or above is issued.

## **9. Personal Record**

- 9.1 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.
- 9.2 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.

- 9.3 The Contractor shall enter into written Standard Employment Contract with each of its Non-skilled Workers employed for the performance of this Contract if the employment period exceeds seven (7) days. The Contractor shall ensure that all such Non-skilled Workers fully understand all contents of the Standard Employment Contract. Copies of the signed employment contract should be kept by the Contractor, the Employees and the Government for record and for monitoring of the Contractor's compliance with the Contract. The Standard Employment Contract can be downloaded from the following hyperlink:
- (a) for Chinese version  
<[https://www.afcd.gov.hk/tc\\_chi/tender/tender\\_rel/tender\\_rel.html](https://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html)>; or
- (b) for English version  
<[https://www.afcd.gov.hk/english/tender/tender\\_rel/tender\\_rel.html](https://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html)>
- 9.4 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.
- 9.5 Any breach of the undertaking in Clause 9.1 to 9.4 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.
- 9.6 The Contractor shall not vary the terms and conditions of the Standard Employment Contract without the prior written approval of the Government Representative.
- 9.7 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.
- 9.8 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.
- 9.9 All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.



**10. Demerit Point System**

- 10.1 The Contractor shall strictly observe its contractual obligations under the Standard Employment Contract, including but not limited to, the contractual obligations the breach of which would attract a Demerit Point.
- 10.2 Without prejudice to the generality of Clause 10.1 above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
- (a) paying wages;
  - (b) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
  - (c) paying wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted; and
  - (d) paying wages by means of autopay to the Non-skilled Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
  - (e) paying the gratuity to the Non-skilled Workers with no less than one year of service under a continuous contract;
  - (f) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.
- 10.3 In the event that the Contractor engages a sub-contractor (the engagement of which is subject to the Government's prior written approval), it shall ensure that its sub-contractor shall also observe and comply with Clause 10.1 to 10.2 above, as if references to "Contractor" read "sub-contractor".
- 10.4 If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 10.1 to 10.2 above, without prejudice to any other rights, actions or remedies available to the Government including but not limited to the issuance of one or more Demerit Points to the Contractor and/or the sub-contractor, the Government may terminate the Contract immediately.

**11. Debarment Mechanism and Demerit Point System**

- 11.1 Under the Debarment Mechanism, if the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- 11.2 Under the Demerit Point System, if the Contractor is in breach of any of the following contractual obligations in one separate incident (or two separate incidents in the case of Clause 11.2(j) over any continuous period of 12 months

within the Contract Period), the Government is entitled to issue one Demerit Point to the Contractor:

- (a) wages;
- (b) holiday pay payable to Non-skilled Workers having been employed under a continuous contract for not less than one month;
- (c) wages at a rate of at least 150% for Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
- (d) daily maximum working hours;
- (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;
- (f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
- (g) gratuity payable to Non-skilled Workers as provided under Clause 5.10 of the Conditions of Contract (where applicable);
- (h) gratuity payable to Non-skilled Workers as provided under Clause 5.11 of the Conditions of Contract (where applicable);
- (i) gratuity payable to Supervisory Staff as provided under Clause 5.14 or Clause 5.15 of the Conditions of Contract (where applicable); and
- (j) compliance with all of the measures in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources.

- 11.3 For the purpose of each of Clauses 11.2(a) to (j) above, whether there is one separate incident of breach of the contractual obligations referred to therein shall be determined by the Government. For the purpose of each of Clauses 11.2(a) to (i) above, for every separate incident of non-compliance with the contractual obligations referred to therein, the Government is entitled to issue one Demerit Point to the Contractor. For the purpose of Clause 11.2(j), a non-compliance with the Heat Stroke Prevention Work Plan is a substantiated complaint or breach with respect to the Heat Stroke Prevention Work Plan determined by the Government. For every two separate incidents of non-compliance with the Heat Stroke Prevention Work Plan by the Contractor under this Contract over any continuous

period of 12 months within the Contract Period, the Government is entitled to issue one Demerit Point to the Contractor.

- 11.4 If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to Clause 11.2 above, the Government is entitled to issue one Demerit Point to each of the Contractor and the sub-contractor in accordance with Clauses 11.2 and 11.3 above.
- 11.5 The Demerit Point(s) will be mandatorily taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercise.

## **12. Assignment and Sub-contracting**

- 12.1 Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it. Any person purportedly appointed by the Contractor as agent shall be treated as sub-contractors for the purpose of this Clause 12 and for the whole of the Contract.
- 12.2 Acceptance of the Tender does not signify the Government's acceptance of any sub-contracting proposal set out in the Tender.
- 12.3 The Government may impose conditions either to be complied with by the Contractor and/or any proposed sub-contractors before giving any approval under Clause 12.1 above including without limitation the execution of a sub-contractor's undertaking by the proposed sub-contractor in favour of the Government in such form and substance to be prescribed by the Government. Where the Government requests the same, a certified copy of the sub-contract shall be deposited with the Government within seven (7) days after the effective date of the sub-contract.
- 12.4 The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract. The Contractor shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever level), and employees and agents of any such sub-contractor as if they were its own.
- 12.5 The Contractor shall efficiently direct and supervise the performance of the Services to the full extent of his ability and will his full direction.
- 12.6 The Contractor shall monitor the performance of its sub-contractor(s) and ensure that its sub-contractor(s) do not commit any of the Relevant Offences or breach any of the contractual obligations to which a Demerit Point may be issued. For such purposes, the Contractor shall incorporate the relevant contractual clauses into the contract(s) with its sub-contractor(s).
- 12.7 The Contractor shall ensure that its contract(s) with its permitted sub-contractor(s), shall contain contractual clauses to the same effect as Clauses 3, 4, 5 and 6 of the Conditions of Contract. Any failure on the part of the Contractor's permitted sub-

Contractor to observe any of the aforesaid contractual clauses shall be deemed to be a breach of clauses 3, 4, 5 or 6 of the Conditions of Contract (as the case may be) by the Contractor. Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving notice to the Contractor.

- 12.8 The Contractor shall not assign or otherwise transfer or dispose of the Contract or any part thereof or any rights and obligations hereunder without the prior written consent of the Government. When giving any consent hereunder, the Government Representative shall be entitled to impose such conditions, restrictions or stipulations as the Government Representative considers necessary.
- 12.9 Without prejudice to any other rights, actions or remedies available to the Government, the Contractor shall ensure that any default on the part of its sub-contractor(s) shall be readily remedied.

### **13. Inspection and Rejection**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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 13.3 above or fails to provide required number of staff in accordance with the Contract, the Government Representative may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its

own resources or by other contractors. All costs and expense whatsoever which may be incurred by the Government Representative thereof shall be recoverable in full from the Contractor by deducting such sums from any money due or becoming due to the Contractor under this or other contracts with the Government.

#### **14. Deduction in Monthly Fee**

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

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

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

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

#### **15. Payment of the Contract Price**

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

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

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

- 15.2 The Monthly Fee set out in Clause 15.1 above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the equipment, materials, uniforms and 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.
- 15.3 Payment shall be made in Hong Kong dollars. The Contractor shall at the beginning of each month deliver to the Government Representative an invoice in respect of the Services rendered to the Government in the preceding month. Subject to the Government Representative being satisfied that the calculations of the Monthly Fee is correct, the Government should pay the Contractor the Monthly Fee within 30 days after having received from the Contractor the invoice and the statement in accordance with the provisions of sub-clause (a). The Monthly Fee will be paid by the Government into the Contractor's bank account direct. The Contractor shall, upon request by the Government Representative, provide a statement in the form as at Annex A to the Conditions of Contract which shall be certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50).
- 15.4 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 30 of the Conditions of Contract. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed.
- 15.5 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.

- 15.6 Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Monthly Fee and any other sum payable by the Government to the Contractor under the Contract if:
- (a) the Contractor fails to observe or perform any provision of the Contract;
  - (b) the Government disputes on any reasonable ground its obligation to pay the amount in question;
  - (c) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or
  - (d) withholding of payment is required by any applicable law or regulation for tax or otherwise.
- 15.7 Unless specifically stated in the Contract, apart from the Contract Price, no other money shall be payable by the Government to the Contractor or any other person under the Contract. Save as otherwise expressly provided for in the Contract, the Contractor shall perform, comply with and observe all provisions of the Contract and its obligations under the Contract at its own costs and expenses.
- 15.8 No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.
- 15.9 The Government shall not be held responsible or liable for any delay in payment and no interest or other surcharge or any other payment howsoever described shall be charged to the Government due to (a) invoices not having been issued in accordance with this Clause 15, or (b) the amount billed in the invoices not having been duly calculated in accordance with the provisions of the Contract (including without limitation not having taken into account all applicable deductions, set-off or withholding), or (c) the Contractor disputing any deductions or set-off or withholding made by the Government pursuant to the Contract, or (d) any invoice or correspondence being improperly addressed contrary to the requirements stipulated in the Contract. Each invoice shall include all deductions, set-off and withholding which may be made pursuant to the terms of the Contract and shall show the net amount payable. If the Contractor does not render an invoice charging a correctly stated net amount due to its failure to take into account all appropriate deductions, set-off or withholding or otherwise, the Government may, but is not obliged to, pay the net amount which duly takes into account all appropriate deductions, set-off and withholding.
- 15.10 In consideration of the Contractor's due and proper performance of all its obligations in accordance with all terms and conditions of the Contract and subject always to all and any set-off, deductions or withholding, the Government shall pay

the Contractor the Contract Price in accordance with the payment timetable set out in the Price Schedule.

- 15.11 Unless specifically stated in the Contract, apart from the Contract Price, no other money shall be payable by the Government to the Contractor or any other person under the Contract. Save as otherwise expressly provided for in the Contract, the Contractor shall perform, comply with and observe all provisions of the Contract and its obligations under the Contract at its own costs and expenses.
- 15.12 Without prejudice to Clause 15.11 above, the Contract Price is inclusive of all charges for provision of the Services (including all costs and charges for the Consents). Save as otherwise expressly provided for in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).
- 15.13 Where and to the extent this Contract constitutes a standing offer to provide the Services to the Government if and when demanded during the Order Period, the Contractor and the Government hereby acknowledge and agree that the consideration for the standing offer shall be one (1) Hong Kong dollar, payable by the Government to the Contractor, if and when demanded, and that the Contractor irrevocably undertakes to keep the standing offer open throughout the Order Period.
- 15.14 No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.
- 15.15 The Government shall not be held responsible or liable for any delay in payment and no interest or other surcharge or any other payment howsoever described shall be charged to the Government due to (a) invoices not having been issued in accordance with this Clause 15, or (b) the amount billed in the invoices not having been duly calculated in accordance with the provisions of the Contract (including without limitation not having taken into account all applicable deductions, set-off or withholding), or (c) the Contractor disputing any deductions or set-off or withholding made by the Government pursuant to the Contract, or (d) any invoice or correspondence being improperly addressed contrary to the requirements stipulated in the Contract. Each invoice shall include all deductions, set-off and withholding which may be made pursuant to the terms of the Contract and shall show the net amount payable. If the Contractor does not render an invoice charging a correctly stated net amount due to its failure to take into account all appropriate deductions, set-off or withholding or otherwise, the Government may, but is not obliged to, pay the net amount which duly takes into account all appropriate deductions, set-off and withholding.

## **16. Engagement of Labour**

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



**17. Liability and Indemnities**

17.1 Neither the Government nor any of its employees or agents shall be under any liability whatsoever for or in respect of:

- (a) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Government or any of its employees or agents or otherwise); or
- (b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees or agents, save and except any such injury or death caused by the Negligence of the Government or any of its employees (in the course of employment).

17.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of the Government, its assigns, successors-in-title, and authorised users (including the employees and agents of the Government) (each an "Indemnified Party") from and against:

- (a) all and any liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs, charges and expenses incurred or suffered by an Indemnified Party of whatsoever nature (including all legal and expert costs, charges and expenses on a full indemnity basis); and
- (b) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted by any person against an Indemnified Party or by an Indemnified Party against any person (regardless of whether or not they have been settled or compromised) (collectively, "Claims" and each a "Claim") and everything stated in Sub-clause (a) above incurred or suffered by an Indemnified Party in all and any such Claims,

which arise directly or indirectly as a result of or in connection with, or which relate in any way to, all or any of the following:

- (i) the breach of any provisions of the Contract by the Contractor;
- (ii) the negligence, recklessness, tortious acts or wilful act or omission of the Contractor, its employees, agents or sub-contractors;
- (iii) any Warranty which is incorrect, inaccurate, incomplete or misleading;
- (iv) any claim or allegation that the use or possession of the Materials or Third Party Materials infringes the Intellectual Property Rights or any other rights of any person;
- (v) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority;

- (vi) any act or omission of the Contractor, or its employees, agents or sub-contractors, in the performance of the Contract notwithstanding that the Contractor is authorised or obliged to do or commit any such act or omission under this Contract;
- (vii) any loss, damage, injury or death referred to in Clause 17.1 above save and except injury or death caused by the Negligence of the Government or any of its employees (in the course of employment); or
- (viii) any injury or death of any third party, or any loss or damage to property sustained by any third party, in consequence of any act, omission, default, or negligence of the Contractor or any of its employees, agents and sub-contractors.

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

- 17.3 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform the Government Representative as early as practicable and deliver to the Government a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.
- 17.4 For the purposes of this Clause 17, “Negligence” (appearing in upper case) shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).
- 17.5 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.
- 17.6 This Clause 17 shall survive the completion, termination and/or expiration of this Contract, however occasioned.

## **18. Insurance**

- 18.1 The Contractor shall effect and keep in force, and renew upon expiry, throughout the Applicable Period (as defined in Clause 18.6 below): a public liability insurance policy in the joint names of (i) the Contractor and (ii) the Government, subject to a maximum indemnity amount in the sum of not less than an indemnity amount of HK\$10,000,000 for each claim or a series of claims arising from one event, but otherwise unlimited in the aggregate indemnity amount for all claims arising during the entire period of insurance (“public liability insurance policy”) 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

(a) with an insurance company authorised under the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong) and on such terms and conditions as shall be approved by the Government; and

(b) (applicable to the public liability insurance policy under Clause 18.1 above) against liability to pay damages and compensation for injury or death of any person and loss or damage to any property.

18.2 For the purposes of obtaining the Government's approval of the terms and conditions of the insurance policy, before taking out of the same, if required by the Government, the Contractor shall submit the draft insurance policy to the Government for review no later than one (1) week after the Date of Tender Acceptance.

18.3 The public liability insurance policy shall: -

(a) be for the benefit and in the joint names of the Contractor and the Government; and

(b) contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.

18.4 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).

18.5 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.

18.6 The Applicable Period for the public liability insurance policy shall be the Contract Period.

18.7 Without prejudice to Clauses 18.1 and 18.6 above, the Contractor shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable laws and regulations.

18.8 If required by the Government, the Contractor shall deliver to the Government copies of all insurance policies required under the Contract together with receipts or other evidence of payment of the latest premium due under the policies.

18.9 For all insurance policies required under the Contract, the Contractor shall comply with and observe duly and punctually all terms and conditions set out in these policies. The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim covered by the relevant insurance policy.

- 18.10 If the Contractor fails to give effect to or maintain any insurance policy required under the Contract, the Government may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.
- 18.11 No provision including any indemnity limit specified in any insurance policy required under the Contract shall relieve the Contractor of any liability under the Contract or be construed as a cap on the liability of the Contractor under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.
- 18.12 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.
- 18.13 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.
- 18.14 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.

## **19. Set Off**

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

## **20. Contract Deposit**

- 20.1 The Contractor shall pay the Contract Deposit in accordance with Paragraph 30 of the Terms of Tender (and/or where applicable in accordance with the relevant General Conditions of Contract

Paragraph of the Terms of Tender (Supplement) which supplements or replaces such Paragraph 30 (in whole or in part)) 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).

- 20.2 If the Contractor fails to comply with Clause 20.1 above, the Government shall have the right to terminate the entire Contract pursuant to Clause 21.1 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 21.5 of the General Conditions of Contract.
- 20.3 Without prejudice to Clause 20.2 above, if the Contractor fails to comply with Clause 20.1 above, the Government may deduct from any sum due or payable by the Government to the Contractor from time to time, an amount equal to the Contract Deposit to serve as the Contract Deposit.
- 20.4 If:
- (a) the Contractor fails to comply with any provision of the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government arising from or relating to such failure; or
  - (b) any amount is due or payable by the Contractor to the Government under the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount due or payable,
- in each case of Sub-clause (a) or (b) above, irrespective of whether or not a demand for payment has been made against the Contractor.
- 20.5 If payment of the Contract Deposit is made by a banker's guarantee, the banker's guarantee shall comply with the following:
- (a) unless otherwise agreed by the Government, it must be on the terms set out at Appendix F to the Terms of Tender; and
  - (b) 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.
- 20.6 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.

- 20.7 The Contract Deposit (whether paid in cash or in the form of the banker's guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government.
- 20.8 If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee any time prior to the expiry or termination of the Contract, the Contractor shall, within twenty-one (21) days after the date of the written demand by the Government, deposit a further sum or provide a further banker's guarantee, in a sum equal to the amount so deducted or so called, which further sum shall be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause 20.8, the further banker's guarantee must comply with the requirements in Paragraphs 30.4(a) to (c) of the Terms of Tender.
- 20.9 Where the total Contract Price payable for all Services to be procured under the Contract for the whole of the Contract Period is likely to exceed the original Total Estimated Service Price, the Government may, by written notice to the Contractor, require the Contractor to submit to the Government such additional amount as further Contract Deposit such that the Contract Deposit shall at all times during the Contract Period be an amount equivalent to two percent (2%) (or five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, if the Contractor failed in the financial assessment under Paragraph 19 of the Terms of Tender in the tender evaluation stage) of the revised Total Estimated Service Price specified by the Government in the notice.
- 20.10 If a notice is issued by the Government under Clause 20.9 above, the Contractor shall within twenty-one (21) days deliver to the Government the additional amount of further Contract Deposit required in the notice in the form of either cash or a further banker's guarantee. The further banker's guarantee must comply with the requirements in Paragraphs 30.4(a) to (c) of the Terms of Tender. A further Contract Deposit paid by the Contractor to the Government shall form part of the Contract Deposit.
- 20.11 If the Contractor fails to comply with Clause 20.8, 20.9 or 20.10 above, the Government shall have the right to terminate the entire Contract pursuant to Clause 21.1 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 21.5 of the General Conditions of Contract, depending on the election of the Government.
- 20.12 Upon the expiry or termination of the Contract Period:
- (a) if the Contract Deposit is paid in cash, the Government shall, after deducting the sums due from the Contractor to the Government, return the

balance of the Contract Deposit (if any) in cash and without interest to the Contractor by the date specified in (i) or (ii) below, whichever is applicable:

- (i) the end of three (3) months counting from the date of early termination or expiry of the Contract Period; or
  - (ii) in the case if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing).
- (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee shall be discharged and released in accordance with the guarantee period as stated therein.

(the applicable period specified in Sub-clause (a) or (b) above is referred to as the "Guarantee Period".)

20.13 Where upon expiry of the Guarantee Period, any claim of the Government or any liability of the Contractor, whether under or arising from or in relation to the Contract cannot yet be quantified or finalised, the Government may, without prejudice to its other rights and remedies, pay the entire Contract Deposit or any part thereof (whether in cash or in banker's guarantee) into a suspense account, for so long as it considers necessary, and pending the quantification or finalisation of the amount of the claim or liability. Upon quantification or finalisation of the amount of all or any claims or liabilities, the Government shall apply the amount in the suspense account in or towards satisfaction of the quantified amount. Where there is any remaining amount in the suspense account after such application, the Government will return the remaining amount to the Contractor without interest. Where the amount in the suspense account is insufficient to cover all or any claims or liabilities, the Government reserves all rights and remedies against the Contractor in respect of such claims and liabilities.

## **21. Termination**

21.1 In the event that:

- (a) the Contractor fails to perform any Services in accordance with the Contract or any Services requested in an Order within the time as specified in that Order; or
- (b) any Services are rejected pursuant to the Contract; or
- (c) the Contractor is in breach of any provision of the Contract which in the opinion of the Government is not capable of remedy; or

- (d) the Contractor commits a breach of any provision of the Contract which is capable of remedy and fails to remedy the same within fourteen (14) days from the date of service of notice by the Government (or such longer period as specified in the notice) requiring such remedy; or
- (e) any Warranty is incorrect, inaccurate, incomplete or misleading; or
- (f) 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
- (g) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government; or
- (h) the Contractor abandons the Contract in whole or in part; or
- (i) the Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government; or
- (j) any event or circumstance occurs which enables the Government to terminate the Contract under any one of the following provision of the General Conditions of Contract:
  - (i) Clause 20.2 or 20.11 (Contract Deposit);
  - (ii) Clause 28.3 (Probity);
  - (iii) Clause 38.3 (Force Majeure);
  - (iv) Clause 52 (Illegal Workers);
  - (v) Clause 55.4 (Admission of Contractor Personnel to Government Premises);
  - (vi) Paragraph 39.3(c) of the Terms of Tender (Warranty against Collusion); or
- (k) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within twenty four (24) hours or such other period as provided in this Contract or as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the Government's intention to terminate the Contract) so to do, to remedy the breach; or



- (l) 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
- (m) the Contractor is in material breach of and/or has committed repeatedly breaches of any of his obligations under the Contract; or
- (n) 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
- (o) the Contractor obtains three or more Demerit Points under this Contract; or
- (p) the Contractor is convicted of any of the Relevant Offences arising from this Contract; or
- (q) the Contractor fails to secure and maintain all required insurance; or
- (r) the Contractor fails to make up the deduction in accordance with Clause 20.8 of the Conditions of Contract.

the Government may by seven (7) days' written notice to the Contractor terminate the Contract immediately.

21.2 The Government may immediately terminate the Contract upon the occurrence of any of the following events:

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) if the Contractor is an incorporated body, a shareholders' or members' resolution has been passed that it be wound up or dissolved (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation the terms of which have been approved by the Government in advance);
- (c) a petition is presented for the winding up or dissolution or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
- (d) the Contractor is or becomes insolvent, or any order is made for the Contractor's bankruptcy or winding up or dissolution;

- (e) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor's business or assets;
  - (f) 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);
  - (g) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - (h) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
  - (i) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
  - (j) the Government reasonably believes that any of the events mentioned above is about to occur.
- 21.3 Separate from the event mentioned in Clause 21.1(j)(iii) above and Clause 38.3 of the General Conditions of Contract, where there is a Force Majeure Event, the Government may terminate the Contract in part or in whole pursuant to Clause 38.7 of the General Conditions of Contract. In case of partial termination of any part but not the whole of the Contract under this Clause 21.3 (including the partial termination of the Contract in relation to one or more Items of the Services), the partial termination shall be referred to as "Partial Termination Due to FM".
- 21.4 Notwithstanding anything herein to the contrary, the Government may at any time and from time to time during the Contract Period, at its discretion and without cause, suspend or terminate the Contract or any part thereof by giving the Contractor one month's written notice of such suspension or termination. In the case of suspension, the written notice shall specify the period of the suspension ("Suspension Period") and the scope of the suspension (viz., the Item(s) of the Services to be suspended, which may be all or any of the Items of the Services covered by the Contract) ("Suspended Services"). In case of partial termination of any part but not the whole of the Contract under this Clause (including the partial termination of one or more Item(s) of the Services), the partial termination shall be referred to as "Partial Termination by Notice".
- 21.5 Instead of terminating the Contract in relation to all Items of the Services pursuant to Clause 21.1 or 21.2 above, the Government may elect, but is not obliged, to terminate the Contract in relation to any one or more Item(s) of the Services only ("Partial Termination Due to Default"). The term "Partial Termination" may mean a Partial Termination Due to FM or a Partial Termination by Notice or a Partial Termination Due to Default and in each case a "Partial Termination". The Item(s) of the Services to which a Partial Termination relates are referred to as "Terminated

Services". The Terminated Services may cover all or any Item(s) of the Services which have not been accepted up to the time of the Partial Termination.

- 21.6 Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 21.1 to 21.5 above and in each Sub-clause of Clauses 21.1 and 21.2 shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.
- 21.7 Without prejudice to other provisions of the Contract and to any other rights, actions or remedies available to the Government, if the Contractor or any sub-contractor engaged by the Contractor to perform this Contract:
- (a) is convicted of any of the Relevant Offences arising from this Contract; or
  - (b) has accumulated three or more Demerit Points arising from this Contract over a rolling period of 36 months,
- the Government may terminate the Contract immediately.
- 21.8 Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.
- 21.9 (Notwithstanding anything herein to the contract, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one (1) month's prior written notice of such termination. The Government shall not be responsible for any loss or damage to the Contractor arising from such termination of Contract.

*Sub-contractors' Compliance with the Relevant Obligations*

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

## **22. Termination Consequences**

- 22.1 Upon expiry or early termination of the Contract (howsoever occasioned) ("Termination"):
- (a) the Contract shall be of no further force and effect, but without prejudice to:
    - (i) the Government's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of

- the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
- (ii) the rights and claims which have accrued to a Party prior to the Termination; and
  - (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the Termination (however occasioned);
- (b) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination;
- (c) without prejudice to the other rights and claims of the Government including the right to seek indemnity under Clause 17.2 of the General Conditions of Contract, in the event of the Termination under Clause 21.1 or 21.2 of the General Conditions of Contract, the Contractor shall be liable for all losses, damage, costs and expenses incurred by the Government arising from the Termination including without limitation (i) any amount in excess of the Total Estimated Service Price incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (ii) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 21.1 or 21.2 of the General Conditions of Contract. If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Government to the Contractor for the Services provided by the Contractor prior to Termination and in accordance with the Contract for which payment has yet to be made by the Government;
- (d) In the case of termination, the Government may, without prejudice to any accrued rights and claims of Government, assign the uncompleted Services to another contractor(s) or undertake the Services itself whereupon in the case of termination pursuant to Clause 21.1 or 21.2 of the Conditions of Contract, the Contractor shall be liable for the contract price payable to such other contractor(s) or the costs incurred by the Government for undertaking such services (as the case may be) in excess of the contract price which would have been payable to the Contractor had the Contract not been terminated plus Government's administrative charge as and for liquidated damages and not as a penalty.
- (e) the Contractor shall immediately return to the Government all Government Property which is supplied or in respect of which access is granted to the

Contractor by the Government for the purposes of or in relation to the Contract;

- (f) The Contractor and each Contractor's Employee shall forthwith deliver to the Government Representative all Government Property which remains in its possession or under its control and the Contractor and each Contractors' Employee shall certify to the Government that after the return of the Government Property, no Government Property or any copy or duplicate thereof is in the Contractor or any of the Contractor Employee's possession or control.
- (g) The Contractor shall as soon as practicable deliver and hand over to the Government all the records and documents relating to the Contract in whatever medium which are in the custody control or possession of the Contractor or its sub-contractors or agents; and deliver up to Government vacant possession of any office space, working area and storage space in the Venue used/occupied by the Contractor in a clean and tidy condition (fair wear and tear excepted).
- (h) the Contractor shall provide all such assistance as the Government may request from time to time after the Termination to ensure an orderly and effective transition of the provision of the Services to the Government or another contractor to be appointed by the Government Representative and/or completion of any work-in-progress;
- (i) the Contractor shall within twenty-eight (28) days of the date of Termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of Termination; and
- (j) at the request of the Government, the Contractor shall enter into and perform all deeds of assignment, transfer or novation in favour of the Government or in favour of any person whom the Government may designate, for the assignment, transfer or novation of any contract, arrangement or other subject matter whatsoever (including without limitation licences in relation to any Intellectual Property Rights) on such terms and conditions as the Government may stipulate; and procure any other third party whom the Government considers necessary for effecting or perfecting such assignment, transfer or novation to enter into and perform any such deeds of assignment, transfer or novation.

Further, upon request by the Government and/or in the event of the expiry or termination (howsoever occurred) of the Contract, the Contractor shall at its sole costs and expenses promptly deliver to the Government the Materials (including any drafts and copies thereof) then in the Contractor's custody, control or possession, whether in their completed forms or not.

- 22.2 Upon a Partial Termination pursuant to Clause 21.3 or 21.4 or 21.5 of the General Conditions of Contract:

- (a) the provisions in the Contract to the extent they apply or concern or relate to the Terminated Services shall be of no further force and effect, but without prejudice to:
  - (i) the Government's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor;
  - (ii) the rights and claims which have accrued to a Party prior to the Partial Termination; and
  - (iii) the continued existence and validity of all remaining provisions of the Contract; and
- (b) all of the consequences specified in Clause 22.1 above (apart from Clause 22.1(a) above) shall apply save that (i) references to "Termination" shall mean "Partial Termination"; references to "Services" shall mean the "Terminated Services"; and (ii) for Clause 22.1(c), it shall apply to a Partial Termination Due to Default.

22.3 Upon the issue of a suspension notice pursuant to Clause 21.4 of the General Conditions of Contract in relation to the Suspended Services for the Suspension Period specified therein ("Suspension"):

- (a) the Contract in relation to the Suspended Services shall be of no force and effect during the Suspension Period but subject to the same provisions set out in Clauses 22.1(a)(i) to (iii) above save that references therein to Termination shall mean Suspension;
- (b) the Contract in relation to the Suspended Services shall resume immediately upon expiry of the Suspension Period (or such other date as the Government may subsequently stipulate by varying the Suspension Period by serving at least fourteen (14) days' notice on the Contractor);
- (c) unless and to the extent waived by the Government Representative in writing, Clauses 22.1(b) and (h) shall apply in the case of a Suspension save that references therein to Termination shall mean Suspension;
- (d) the Government has no obligation to pay any outstanding Contract Price (or any part thereof) to the Contractor for any Suspended Services performed but unpaid as at the date when the Suspension comes into effect or at any time during the Suspension Period; and any such obligation shall only resume as the Contract resumes pursuant to Clause 22.3(b) above but strictly on and subject to the terms and conditions of the Contract; any Contract Price paid in advance of the Suspension need not be refunded; no Contract Price shall be payable during the Suspension Period; and
- (e) the Contractor shall not and has no obligation to perform its obligations in relation to the Suspended Services as at the date when the Suspension comes into effect or at any time during the Suspension Period; and save as

directed by the Government in relation to any uncompleted part of the Contractor's obligations in relation to the Suspended Services as at the date of the Suspension, any such obligation will resume as the Contract resumes pursuant to Clause 22.3(b) above whereupon the Contractor shall resume its obligations in relation to the Suspended Services strictly on and subject to the terms and conditions of the Contract.

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

- 23.1 The Government Representative shall permit the Contractor to use free of charge water supplies and to consume electricity made available at the supply points installed at the Contract Area for the purpose of provision of the Services. The Contractor shall warrant and undertake to the Government that it has made known to all the Contractor's Employees, sub-contractors and agents that the water and electricity supplies shall only be used for purposes under and in accordance with the Contract.
- 23.2 The Contractor shall ensure that all Contractor's Employees exercise their utmost care in the use of the water or electricity supplies to avoid wastage and damage to Government property. The Contractor shall not use any electrical equipment in such manner that will overload the fuses in the electricity supply of the Contract Area. Particular attention must be given to the maintenance of security and cleansing equipment in order that it does not run below rated speed and draw excessive electricity current. Double adaptors shall not be permitted.
- 23.3 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.
- 23.4 The Contractor shall adopt the green measures in the Green Guidelines for Cleansing Services developed by Environmental Protection Department and Government Logistics Department stipulated at Contract Schedule 8 in using the electricity and water supplies for the performance of the Services.

### **24. 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 from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay an amount equal to its replacement costs plus all administrative costs incurred by the Government for replacing such lost or damaged property. A count of the articles or material 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.

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

- 25.1 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: -

- (a) such use shall cease at the end or sooner termination of the Contract, or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor;
- (b) 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
- (c) the Contractor shall keep the said office or storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate; and
- (d) 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.

25.2 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.

25.3 The Contractor shall not use any space provided to it by the Government for conducting any fee-charging activities.

25.4 Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the contractor.

25.5 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.

## **26. Non-Exclusivity**

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

## **27. Confidentiality**

27.1 The Contractor shall not disclose and shall treat as proprietary to the Government and confidential all Government Data, any other information, report, document, plan, record, data (including any personal particulars records and personal data (as



defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), database, code or particulars (a) furnished or disclosed by or on behalf of the Government or by any other person to the Contractor; or (b) otherwise is accessible by or available to the Contractor in the course of performing the Contract; or (c) any Materials, advice, recommendations, reports or any other materials containing information belonging to the Government or specifically relating to or relevant to the Services provided to the Government (collectively “Confidential Information”) in whatever form or media. The restrictions on disclosure contained in this Clause 27.1 shall not apply to the disclosure of any Confidential Information if:

- (a) such disclosure to any person employed, used or engaged by the Contractor in performing the Contract is made in circumstances where such disclosure is necessary in the reasonable opinion of the Contractor for the performance of the Contractor’s duties and obligations under the Contract, provided that the Contractor has imposed on the said person employed, used or engaged an absolute and legally binding obligation to the Contractor to refrain from disclosing the Confidential Information to a third party;
- (b) such Confidential Information is already known to the recipient other than as a result of disclosure by the Contractor or any other member of the Restricted Group; or
- (c) such Confidential Information is or becomes public knowledge other than as a result of disclosure by the Contractor or any other member of the Restricted Group;
- (d) such disclosure is made in circumstances where such disclosure is required pursuant to any laws of Hong Kong or an order of a court of Hong Kong; or
- (e) with the prior consent in writing of the Government.

27.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep indemnified each of the Government, its assigns successors-in-title and authorised users from and against everything stated in Clauses 17.2(a) and 17.2(b) of the General Conditions of Contract which the Government (or any of its assigns or successors-in-title or authorised users) may suffer or incur directly or indirectly as a result of or arising from or in connection with or in relation to:

- (a) a breach of confidence (whether under the Contract or general law) by the Contractor or any other member of the Restricted Group;
- (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and

- (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Chapter 593 of the Laws of Hong Kong).
- 27.3 The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use, disclose, publish or reproduce, and shall procure and ensure each person who may be imparted with any Confidential Information in accordance with Clause 27.1 above shall not use, disclose, publish or reproduce, the Confidential Information for any other purposes without the Government's prior written consent.
- 27.4 When requested by the Government, the Contractor shall forthwith require any of its officers or employees or agents or sub-contractors as the Government may stipulate, and such other persons to whom disclosure is made pursuant to Clause 27.1 above, to execute a written undertaking in favour of the Contractor and the Government in a form to be determined by the Government agreeing to the restrictions attached to the Confidential Information set out in this Clause 27 and the Contractor agrees to provide certified true copies of any such undertakings to the Government within fourteen (14) days from the date of request by the Government. The Contractor further agrees that, if so required by the Government, it will, at its own cost and expense, take such actions and steps as are lawful and necessary to enforce such undertaking in the event of any breach thereof by anyone who has executed such undertaking.
- 27.5 The Contractor shall establish and maintain all necessary security measures and procedures for the safe custody of the Confidential Information in the Contractor's possession or under its control and to prevent unauthorised access thereto or use thereof.
- 27.6 The Contractor shall not, and shall ensure that no other member of the Restricted Group will, save to the extent necessary for performing the Contract, peruse, retain possession or control of, or duplicate, any Confidential Information or any copy thereof (in whatsoever media or format).
- 27.7 The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 27 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 27.8 The Contractor shall promptly notify the Government of, and give the Government all reasonable assistance in connection with, any proceedings which the Government may institute against any person pursuant to any of the provisions in this Clause 27.
- 27.9 The Contractor acknowledges that any unauthorised disclosure or use of the Confidential Information can cause irreparable harm and significant injury to the Government, the degree of which may be difficult to ascertain or that damages may not be an adequate remedy. Accordingly, the Contractor agrees that the Government shall have the right to obtain and be immediately granted an injunction

prohibiting any breach of this Clause 27 and/or specific performance ensuring the compliance of this Clause 27 in light of any threatened or actual breach of this Clause 27, without prejudice to its other rights and claims including those available under the Contract or at law arising from such breach.

- 27.10 Without prejudice to the generality of the foregoing provisions, the Contractor further undertakes that it will not at any time itself or through any associate or associated person or employee, sub-contractor or agent use, sell, license, sublicense, create, develop or otherwise deal in any Confidential Information.
- 27.11 The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause 27 and any copies, analyses, compilations and extracts thereof whether in hardcopies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form and medium. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.

## **28. Probity**

- 28.1 The Contractor acknowledges it has been reminded that:
- (a) dishonesty, theft and corruption on its part or that of its officers, employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 211 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong); and
  - (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.
- 28.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong)) is not permitted. The Contractor shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.
- 28.3 The Government shall have the right to terminate the entire Contract pursuant to Clause 21.1 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 21.5 of the General Conditions of Contract in the event that the Contractor or any of its officers, employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) or the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong).

Suspected bribery cases would be reported to the Independent Commission Against Corruption for investigation.

- 28.4 The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 28.2 above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.
- 28.5 The Contractor shall be liable for all expenses incurred by the Government as a result of the termination of the Contract under this Clause.

## **29. Publicity**

- 29.1 Whether before, during or after the expiry or termination of the Contract Period, the Contractor shall not use the Government or AFCD's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.
- 29.2 Subject to Clause 29.1 above, the Contractor shall submit to the Government Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Services or other services provided or other work done in connection with the Contract wherein the Government or AFCD 's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.
- 29.3 Notwithstanding any consent or approval given under Clause 29.1 or 29.2 above, whenever required by the Government, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein the Government is mentioned or language used from which a connection with the Government can reasonably be inferred or implied and the Contractor must comply with such request.

## **30. Service of Notice**

- 30.1 Unless otherwise provided in this Contract, every notice, request, demand, direction or other communication under this Contract shall be made in writing, by post, by email, by fax or by hand.
- 30.2 Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a Party shall be in writing and delivered or sent to the other Party at the applicable postal address, facsimile number or email address mentioned in the Appendix A of the Terms of Tender (or such other postal address, facsimile number or email address as the addressee has by no less than seven (7) working days' prior written notice specified to the other Party):

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

30.3 Such notices, demands, invoice, correspondence or other communications shall be addressed as provided in Clause 30.2 above and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant Party;
- (b) if sent by post (regardless of whether during or outside normal business hours), two (2) working days (for any place in Hong Kong) and seven (7) working days (for any place outside Hong Kong) after the date of posting which is a working day;
- (c) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; or
- (d) if sent by email during normal business hours on a working day, upon despatch unless the sender has received a non-delivery notification from his own computer system.

30.4 Notice, demand, invoice, correspondence or other communication to the Contractor from the Government in the prescribed manner specified in Clause 30.2 above shall be deemed to have been served provided that the notice, demand, invoice, correspondence or other communication has been sent to the correct applicable contact of the Contractor as specified in the Appendix A.

30.5 Notice, demand, correspondence or other communication to the Government shall be to the applicable contact(s) as specified in in Clause 30.2 above (as the same may from time to time be revised) depending on the subject matter to which it relates.

30.6 Nothing in this Clause 30 shall affect the validity of any notice, demand, invoice or communication dispatched by personal delivery or by fax or by email outside normal business hours whether on a working day or a non-working day. Any such notice, demand, invoice, correspondence or other communication fulfilling the conditions specified in Clause 30.3 above shall be deemed to have been duly given or made on the next working day following from the date of personal delivery or

fax or email. Where posting is not done on a working day, it shall be deemed to have been done on the next working day after such day.

### **31. General Service Arrangements**

The Contractor shall: -

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

Please refer to Contract Schedule 2 for detailed service requirements.

### **32. 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.

### **33. Entire Agreement**

33.1 The Contract constitutes the whole agreement between the Parties and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government. On the other hand, the Government has relied on the Warranties when entering into the Contract.

33.2 All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

**34. Relationship of the Parties**

The Contractor enters into the Contract with the Government as an independent contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, or a joint venture between the Government and the Contractor. Unless otherwise expressly provided for in the Contract, neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party.

**35. Governing Law and Jurisdiction**

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

35.2 The Parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters or dispute arising out of or in connection with or in relation to the Contract.

**36. Disputes Resolution**

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

**37. Waiver**

37.1 Time shall be of the essence of the Contract but no failure, delay, forbearance or indulgence by any Party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each Party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any 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.

37.2 Without prejudice to the generality of Clause 37.1 above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

**38. Force Majeure**

- 38.1 If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing concerning such matter and provide the Government with all relevant information as the Government may request.
- 38.2 Within seven (7) days after the occurrence of a Force Majeure Event or earlier, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent, how the Force Majeure Event has and/or will materially prevent it from performing the Contract or such part thereof, and likely duration of such material prevention.
- 38.3 Provided the Government is satisfied with the Contractor's claim of a Force Majeure Event which has materially prevented and/or will continue to materially prevent it from performing its obligations under the Contract or such part thereof, the Contract or such part thereof strictly to the extent of such prevention shall be suspended during the subsistence of such Force Majeure Event commencing from a date to be agreed between the Parties ("Suspension due to Force Majeure"). Where the Government is not so satisfied about any alleged claim of a Force Majeure Event, there shall be no Suspension due to Force Majeure. The Contractor may not allege or claim any event as a Force Majeure Event. Any failure by the Contractor to perform any obligation under the Contract shall be treated as default and entitles the Government to terminate the Contract under any applicable Sub-clause of Clause 21.1 or Clause 21.2 of the General Conditions of Contract or partially terminate the Contract under Clause 21.5 of the General Conditions of Contract.
- 38.4 Without prejudice to the generality of Clause 38.3 above, whilst the Suspension due to Force Majeure subsists:
- (a) the Contractor shall not be required to perform any part of its obligations under the Contract strictly to the extent it is materially prevented from doing so by the Force Majeure Event ("Affected Obligations") but it shall use its best endeavours to remove or mitigate the effect of the Force Majeure Event on the Affected Obligations;
  - (b) the Government may make alternative arrangements for the performance of the Affected Obligations, whether by another person or otherwise, without compensation to the Contractor;
  - (c) the Contractor shall not be entitled to any payment of money in respect of the Affected Obligations (if any money would have been payable in the first place);
  - (d) notwithstanding anything in the Contract to the contrary, no compensation shall be payable by either Party to the other due to any losses or damage arising from the Suspension due to Force Majeure; and



- (e) the Contractor shall continue to fully and punctually perform and observe all of its other obligations which are not affected by the Force Majeure Event in full accordance with the requirements of the Contract including those obligations which are not Affected Obligations, and to that extent, all terms and conditions of the Contract shall continue to apply and be in full force and effect.
- 38.5 Following the issue of a notice by the Contractor under Clause 38.1 above which has led to Suspension due to Force Majeure under Clause 38.3 above, the Contractor shall keep the Government informed once every week or at such longer frequency as may be allowed by the Government, and in any event from time to time upon the request of the Government, of:
- (a) the likely duration of the relevant Force Majeure Event and of its effect of materially preventing the Contractor from performing the Affected Obligations;
- (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event (“Mitigation Actions”); and
- (c) any other matters relevant to that Force Majeure Event or the Contractor’s performance affected by that Force Majeure Event.
- 38.6 As soon as the relevant Force Majeure Event has terminated or otherwise that the Government considers that the Mitigation Actions have minimised the effect of the Force Majeure Event on the ability of the Contractor to perform the Affected Obligations, the Contractor shall forthwith notify the Government, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate date for resuming the performance of the Affected Obligations (“Resumption Date”). The Contractor shall immediately after the termination of the Force Majeure Event or with effect from Resumption Date as determined by the Government in the aforesaid manner, resume performance of the Affected Obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Resumption Date, the Government’s decision shall be final in the absence of manifest error.
- 38.7 Should a Suspension due to Force Majeure subsists for more than thirty (30) days, the Government shall be entitled to, but is not obliged to, terminate the Contract (whether in whole or in part) pursuant to Clause 21.3 of the General Conditions of Contract (depending on the election of the Government).

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

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

**40. Variations**

Subject to other provisions of the Contract which provide for the power of the Government to make changes, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an agreement in writing and duly signed by the Contractor and the Government and in which agreement, the Parties expressly agree to the relevant waiver, cancellation, alteration or amendment of or to the provisions of the Contract as specified therein.

**41. Review of the Management Plan, Organisation and Supervision Plan, Contingency Plan, Pro-innovation Proposals, ESG Proposals and Heat Stroke Work Plan**

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

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

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

**43. Assistance in Legal Proceedings**

43.1 If and whenever requested to do so by the Government Representative, the Contractor shall provide to the Government all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Contractor's presence at the Government's premises. If requested by the Government, the Contractor shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.

43.2 Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Contractor or in respect of the Contract, it shall notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government Representative may require.

**44. Retention of Records**

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

authorised person access to the records and to make and retain copies thereof as may be requested by the Government or its representative or authorised person.

#### **45. Costs and Expenses**

Save as otherwise expressly provided for in the Contract, the Contractor shall comply with all provisions of the Contract and its obligations under the Contract at its own costs and expenses.

#### **46. Price Variation**

All unit prices quoted for the Services in the Price Schedule shall remain valid throughout the Contract Period and only subject to adjustment in accordance with the provisions set out in the Conditions of Contract.

#### **47. Order and Provision of Services**

47.1 Subject to the ordering and arrangement of provision of Services specified in the Special Conditions of Contract for the Services, for any Services which are stated to be provided upon demand, whenever required by the Government by a written order signed by the Government Representative and issued to the Contractor during the Order Period specifying:

- (a) the Services to be provided to the Government;
- (b) the date and time for provision of the Services referred to in (a) above; and
- (c) the conditions, if any, applicable to the provision of the Services referred to in (a) above,

the Contractor shall provide to the Government the Services so specified in the Order in accordance with the Order and the provisions of the Contract.

47.2 If no date and time for provision of the Services is specified in an Order, the Contractor shall provide the Services specified in the Order within fourteen (14) working days from the date of the Order.

47.3 Where all or any scope of the Services is to be performed by default throughout the Contract Period (or any part thereof) and/or in accordance with such timetable as specified in the Terms of Tender (Supplement) and/or the Special Conditions of Contract and/or other part of the Contract (as the case may be), Clauses 7.1 and 7.2 above shall not apply to such scope of the Services. The Contractor shall be required to perform the Services in accordance with the time requirements as aforesaid. For the avoidance of doubt, all scope of the Services shall be deemed to fall within this Clause unless it is expressly stated that any Services are to be performed on demand.

47.4 Time shall be of the essence of the Contract as regards the provision of such scope of the Services as specified in an Order or otherwise such scope of the Services in accordance with the time mentioned in Clause 47.3 above.

47.5 Notwithstanding any provision of the Contract, due provision of any Services to the Government shall not be regarded to have taken place unless and until such Services are accepted by the Government in writing.

**48. Recovery of Sums Due**

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 by way of equitable set off or at common law the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from the Government to the Contractor under the Contract or any other contract made between the Government and the Contractor.

**49. Intellectual Property Rights**

49.1 The Government shall be the exclusive owner of the Materials. Except for the Third Party Materials, all the Intellectual Property Rights in the Materials shall vest in the Government immediately upon creation. Subject to Clause 49.3 below, the Contractor warrants that such Materials shall be original works created, developed or made by or on behalf of the Contractor.

49.2 The Contractor shall not use or allow to be used directly or indirectly the Materials except for the performance of its obligations under the Contract or except with the prior written approval of the Government. "Use" includes any acts restricted by copyright (including reproduction) set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).

49.3 If any materials of which the Intellectual Property Rights are owned by third parties and incorporated into the Materials or supplied or used by the Contractor in the performance of the Contract ("Third Party Materials"), the Contractor shall identify the Third Party Materials to the Government and keep the Government informed in writing of such Third Party Materials. The Contractor hereby grants or in case it is not empowered to do so, shall at its own costs and expenses procure that there will be granted, in favour of the Government, its authorised users, assigns and successors-in-title a royalty-free, non-exclusive, irrevocable, perpetual, worldwide and sub-licensable licence, for all purposes contemplated by the Contract, to use (including doing any of the acts restricted by copyright set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong)) the Third Party Materials.

49.4 The Contractor warrants that:

- (a) prior to the use and incorporation of the Third Party Materials into the Materials or in providing the Services, the Contractor shall have obtained from the third party Intellectual Property Rights owners the grant of all necessary clearances and licences for itself and its authorised users and for the Government, its authorised users, assigns and successors-in-title to use the Third Party Materials in the manner and for any of the purposes contemplated by the Contract. The costs of the above clearances and licences shall be borne by the Contractor;

- (b) the provision of the Materials, Services and Third Party Materials by the Contractor and the use or possession by the Government, its authorised users, assigns and successors-in-title of the Materials and the Third Party Materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights or any other rights of any person; and
  - (c) the exercise of any of the rights granted under the Contract by the Government, its authorised users, assigns and successors-in-title will not infringe any Intellectual Property Rights or any other rights of any person.
- 49.5 The Contractor hereby irrevocably waives and undertakes to procure, at its own costs and expenses, its officers, employees, agents, sub-contractors and all authors concerned to irrevocably waive all moral rights (whether past, present or future) in respect of the Materials and Third Party Materials. Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon creation of the Materials or upon the grant of the licence to the Government, its authorised users, assigns and successors-in-title or upon the delivery of the Third Party Materials to the Government (as the case may be).
- 49.6 The Contractor shall at its own costs execute or procure the execution of any further assignments, deeds, licences, documents and instruments and do or procure the doing of any further things as may be required by the Government to give full effect to Clauses 17.2, 27 and 49 of the General of Conditions of Contract, and shall provide all such assignments, deeds, licences, documents and instruments to the Government within fourteen (14) days from the date of the Government's written request or such longer period as may be agreed by the Government in writing.
- 49.7 The provisions of this Clause 49 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **50. Conflict of Interest**

- 50.1 The Contractor shall during the Contract Period and for six (6) months thereafter:
- (a) ensure that it (including each and every officer, employee and agent of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons (collectively "Restricted Group") shall not undertake any business, activity, service, task, or job or do anything whatsoever for its own account (whether on its own or in conjunction with another person(s) in a joint venture or partnership or other business entity) or for or on behalf of another person (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor's duties or obligations under the Contract without the prior written approval of the Government; and

- (b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the interests (of whatsoever nature) of the Contractor or any other member of the Restricted Group, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.

50.2 The Contractor shall ensure that itself and each other member of the Restricted Group shall keep themselves informed and that each other member of the Restricted Group shall inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which its and/or their interests conflict or compete, or may be seen to conflict or compete, with the Contractor's obligations under this Contract.

50.3 In the Contract:

- (a) "associate" of a person means:
  - (i) a relative or partner of that person; or
  - (ii) a company one or more of whose directors is in common with one or more of the directors of that person;
- (b) "associated person" of a person means:
  - (i) any person who has control, directly or indirectly, over the second-mentioned person;
  - (ii) any person who is controlled, directly or indirectly, by the second-mentioned person; or
  - (iii) any person who is controlled by, or has control over, the person mentioned in (i) or (ii) above;
- (c) "control" over another person ("person under control") means the power of a person to secure:
  - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that person under control or any other person;
  - (ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that person under control or any other person; or
  - (iii) by virtue of holding office as a director in that person under control or any other person;

that the affairs of the person under control are conducted in accordance with the wishes of that person exercising control;

- (d) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent; and
- (f) “Restricted Group” has the meaning given to it in Clause 50.1 above.

## **51. Disclosure of Information**

51.1 The Contractor hereby irrevocably authorises, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as the Government considers fit:

- (a) a brief description of the Services provided or to be provided by the Contractor;
- (b) the Total Estimated Service Price and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
- (c) the engagement by the Government of the Contractor under the Contract and the name and address of the Contractor; and
- (d) the date of award of the Contract.

51.2 Disclosure may also be made by the Government under any of the circumstances specified in Paragraph 36.2 of the Terms of Tender in relation to any information concerning or relating to the Contractor or the Contract or the Services or the Materials, recorded in whatever media.

51.3 Nothing in this Clause 51 or in Paragraph 36.2 of the Terms of Tender shall imply or be construed that the Government owes any duty of confidentiality to the Contractor including without limitation in relation to any information of or concerning this Contract or the Contractor or the Services or the Materials.

## **52. Illegal Workers**

The Contractor undertakes not to employ illegal workers in the execution of this Contract or any other Government contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice, terminate this Contract pursuant to Clause 21.1 of the General Conditions of Contract or partially terminate this Contract pursuant to Clause 21.5 of the General Conditions of Contract.

**53. Execution of Further Documents**

The Contractor shall at its own cost and expense do and execute any further things and document(s) (or procure that the same be done or executed) as may be required by the Government to give full effect to the provisions in this Contract and shall provide all such documents and materials to the Government within fourteen (14) days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.

**54. Severability**

If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

**55. Admission of Contractor Personnel to Government Premises**

55.1 Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively "Relevant Personnel") who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.

55.2 The Contractor shall ensure that while any of the Relevant Personnel is on the Government's premises they will conform to the Government's normal codes of staff and security practice.

55.3 The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.

55.4 In the event that the Contractor fails to comply with this Clause 55 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 21.1 of the General Conditions of Contract or partially terminate the Contract pursuant to Clause 21.5 of the General Conditions of Contract.

**56. Joint and Several Obligations**

56.1 Where the Contractor comprises more than one person, each such person assumes all obligations of the Contractor under or arising from or in connection with or in relation to the Contract on a joint and several basis.



56.2 A reference to the Contractor in this Contract is a reference to each of the persons constituting the Contractor.

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

The Parties hereby declare that nothing in this Contract confers or purports to confer on any person not being a Party to this Contract any benefit or any right to enforce any term of this Contract under or pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

#### **58. Order of Precedence**

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

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

58.2 The Materials are items to be prepared and/or supplied by the Contractor pursuant to requirements of the Contract. They shall form part of the Contract. Notwithstanding, unless the Parties agree in writing in the manner specified in Clause 40 of the General Conditions of Contract, no Materials shall seek to waive, alter, cancel or amend any provisions of any documents listed in Clause 58.1 above. No general approval of, or signature by, the Government of any such Material shall be taken as agreement or approval of any such waiver, cancellation, alteration or amendment, unless the Government expressly acknowledges and agrees on a case-by-case basis to this effect. This shall apply even if any such Material is signed or given approval after the Date of Tender Acceptance.

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

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**Contract Schedule 1****Definitions used in Contract Schedule 2**

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

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

**Contract Schedule 2**  
**Service Requirements**

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

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

**Part (B) – Services Requirement**

**1. Provision of Contract Manager**

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

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

## 2. Provision of Building Supervisor

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

### 3. Provision of Building Management Services

#### (a) Building operations

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

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

to remove (at daily opening of the Venue) and reinstall (at daily closing of the Venue) the bollards or railings to run-in/out of the Venue. During and after special event, the Contractor should provide adequate labour to remove and reinstall the bollards or railings along Wu Shan Road.

(xii) To prevent heat stroke at work, the Contractor shall conduct heat stress risk assessments and submit the Heat Stroke Prevention Work Plan certified by a registered safety officer. The Contractor shall implement the Heat Stroke Prevention Work Plan and provide all security guards and cleaners working outdoor at the Building, as appropriate, with either:

- umbrellas for protecting them against sunshine; or
- wide-brimmed hats for protecting them against sunshine and, upon request, a pair of arm sleeves which are made of thin and vapour permeable fabric with Ultraviolet Protection Factor of at least 50.

(xiii) To assist in the Building Management Committee meeting (twice per year), including but not limited to, preparation of meeting agenda, attendance list, seating plan and meeting minutes.

(b) Monitoring and reporting of building operations

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

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

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

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

(d) Horticultural and Pest Control Services

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

Professional gardening/Soft landscape maintenance services

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

Replacement Planting

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

Irrigation

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

Weeding

- (i) Any unwanted plants growing within planting areas shall be treated as weeds and shall be weeded out. Any soil removed or disturbed during the operation shall be replaced at the Contractor's own cost and firmed. Remove from site all weeds and rubbish resulting from the operations.



- (ii) The Contractor shall be required to clear the suckers and parasitic plants as necessary or instructed by the Government Representative and complete the operation within seven days of receiving such instructions.

#### Pruning

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

#### Pruning Standard and Period

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

#### Soil Conditioning and Mulching

- (i) The Contractor shall be responsible for the supply and application of soil conditioner(s) and mulching to the soil as and when required or as instructed by the Government Representative. The mulching should apply to a depth of 20-25mm.
- (ii) Soil conditioner shall be organic and/or inorganic material free from impurities and containing no substance injurious to plants. Organic soil conditioner shall have all the following properties:-
- pH (Hydrogen-ion concentration) between 5.0 and 7.0;
  - Moisture content of 0-20%;
  - A carbon to nitrogen ratio between 25-70.
- (iii) Organic conditioner shall be Sphagnum peat moss or properly composted organic materials. If a composted organic material is use, the Contractor shall produce a certificate of analysis stating composition, pH (hydrogen-ion concentration), carbon to nitrogen ratio and moisture content for approval by the Government Representative before delivery to site.

#### Soil Cultivation

- (i) Cultivation shall be required to improve aeration of the upper layer of soil to a depth of 100-150mm by forking over. In the course of work, the Contractor shall take care not to disturb the roots or loosen the plants. After cultivation, all stones over 25mm diameter

and debris unearthed shall be removed from site and properly disposed of. Cultivation shall be carried out as and when required or as instructed by the Government Representative.

Fertilizing

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

Security of Tree Stakes and Tree Ties

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

Remedial Works

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

Pest and Disease Control

- (i) The Contractor shall prevent and eradicate the infestation and infection of pests and diseases problems on plants by physical, biological and chemical means.
- (ii) The Contractor shall identify the pest and disease and select the proper control method. When chemical method is engaged, only equipment and chemicals approved by the Government Representative shall be used and only trained personnel employed by the Contractor shall be assigned to carry out the services. Detail records of each operation should be made and submitted to the Government Representative for record purposes.
- (iii) During the execution of chemical pest control method, the Contractor shall check the site and the prevailing weather condition to determine if it is suitable for the operation to be conducted safely.
- (iv) The Contractor shall ensure that the site is suitably cordoned off and warning notice is displayed to keep off people and animals when chemical is applied. The Contractor shall also display a warning notice at the site after operation indicating that pest control chemical has been applied.

- (v) The Contractor shall ensure that the personnel assigned to carry out the chemical pest control is equipped with and wear the proper protective clothing and working gears during each operation. The Government Representative shall not be liable for any public claims due to negligence on the Contractor's part in the operation.

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

(e) Tenancy Management

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

(f) Car-parking spaces, passes and permits

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

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

(g) Users/Tenants Service

Site Management Services

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

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

#### Emergency Response Service

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

#### Notices to Users/Tenants

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

#### Complaints of Users/Tenants

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

mechanism for logging and tracing all complaints and resolution of complaints.

(h) Administration

Management reporting

- (i) The Contractor is responsible for providing the management reports in the agreed format and within the required timeframe to enable the Government Representative and the Management to obtain a clear understanding of the overall performance of the Contractor.
- (ii) Reporting will be monthly, and in some circumstances ad hoc as a result of a specific request for service.
- (iii) The Contractor is responsible to maintain attendance books with the record of attendance of all staff appointed, engaged and employed for the Contract.

Utility and power management

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

Site management support services

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

(i) Others

The Contractor is also responsible:-

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

#### 4. Security Services

- (a) The Contractor shall provide Security Services against any fire risk, water leakage, theft, burglary and trespass etc., as prescribed below for the Venue on 24-hours basis.
- (b) The Security Services shall be on 24-hour basis (3 shifts). **For weekdays, at least one Security Guard for 0700 – 1500 and at least two Security Guards for each of 1500 – 2300 and 2300 – 0700 hours shifts. For Saturdays and General Holidays, at least two Security Guards are required for both day shifts (0700 – 1500 hours and 1500 – 2300 hours) and overnight shift (2300 – 0700 hours).** The Contractor shall make adequate arrangement to ensure the continuity of the Security Services and proper handover of duties every day.
- (c) The shift arrangement of the Guard shall be the Contractor's responsibility. However, all Security Guards employed under this Contract whether working at the Venue or elsewhere shall not work for more than eight (8) working hours in any twenty-four (24) hour period.
- (d) In the case of requirement for additional Guard(s), the Contractor should provide, at no cost to the Government Representative, sufficient number of walkie-talkies with earphones, torches and other necessary equipment.
- (e) All Security Guards deployed under this Contract, whether working at the Venue or elsewhere, **MUST** not work for more than eight (8) hours in any twenty-four hour (24) period unless with the prior written consent of the Government Representative. The Contractor shall provide sufficient leave relief, including meal break.
- (f) The Contractor and or his sub-contractor providing Security Services for the Venue shall possess and maintain a valid licence issued by the Security and Guarding Services Industry Authority throughout the entire period of the Contract.
- (g) All Security Guards shall comply with the provisions of the Security and Guarding Services Ordinance (Cap. 460) and any subsequent amendments and shall abide by and follow strictly the rules and guidelines of each venue.
- (h) All Security Guards deployed at the Venue shall be registered in accordance with the provisions of the Security and Guarding Services Ordinance (Cap. 460) and each such Guard to carry a permit which is valid for security work category B under the said Ordinance whilst on duty.
- (i) The Contractor is required to submit photographs with descriptive standard of the uniforms to be worn by their sub-contractor, employees or agents for the execution of the contract to the Government 14 days prior to Commencement Date for the Government's approval.
- (j) All Security Guards shall perform their duties in a professional manner and shall be well-disciplined, courteous and behave to the satisfaction of the Government Representative and Management. The Security Guards must be in good health and physique, of smart appearance and pleasant character and must be able to communicate with people effectively in fluent Cantonese.
- (k) During the duty hours, the Security Guards shall wear clean and tidy uniforms and display their work identity cards with their names and photographs. In addition, the Security Guards are required to conduct themselves in a proper and polite manner in dealing with any building

users, visitors and members of the public.

- (l) The Contractor shall maintain on site an attendance book to record the time of arrival and departure of Security Guards. Besides, a monthly duty roster of Security Guards shall be prepared by the Building Supervisor and submitted to the Government Representative or the Management upon request.
- (m) All Security Guards deployed at the Venues are not allowed to smoke cigars or cigarettes or drink alcoholic beverage during their tours of duty.
- (n) The Contractor shall provide and maintain in good working order and at no cost to the Government sufficient number of walkie-talkies, torches, batons and other necessary equipment for use by any Security Guards deployed at the Venue, as well as by the Management, for the effective and efficient discharge of the duties specified under this Contract. The Contractor shall also ensure that all the tools and equipment are in a safe, sound and good working condition and are capable of performing the functions for which they are intended.
- (o) All Security Guards deployed at the Venue shall:-
  - (i) provide a watchkeeping service with a view to ensuring the security of the Venue and property inside;
  - (ii) patrol and clock (or sign if necessary) at the check points of the checking system located in the Venue area not less frequently than 3-hour intervals (or as otherwise specified by the Government Representative or the Management) and along such routes as specified by the Government Representative or the Management;
  - (iii) monitor the CCTV security system, fire-alarm system and the burglar alarm system of the Venue;
  - (iv) hold, under secure conditions, and maintain in good working conditions, all keys and other necessary equipment and tools issued by the Management for the execution of duties at any time during the Contract Period;
  - (v) control and monitor all vehicles entering and leaving the loading/unloading Area in the Venue and execute crowd control within the Venue as directed by the Government Representative or the Management or any member of the staff authorised. A register recording information of all incoming goods vehicles including arrival time, departure time and vehicle number shall be kept and this register shall be produced on demand for inspection by the Government Representative or the Management;
  - (vi) patrol the Venue with particular regard to the prevention of vandalism, loitering of unauthorised persons in the Venue, fire risks, burglary, theft, immorality, any other illegal, immoral activity or unruly behavior whatsoever;
  - (vii) report to the Police and to the Government Representative or the Management of any breach of the law being committed or committed within the Venue forthwith after such breaches are observed by or are brought to the attention of the Contractor or its staff;
  - (viii) inform the utility company concerned and to report to the Management any electricity failure, accident, flooding, fire, damage or other emergencies or irregularities occurring

at the Venue;

- (ix) cause all clocking time record pages to be checked and kept at all times at the Venue and on demand to produce such time record pages/log books for inspection by the Government Representative or the Management;
- (x) open, close and lock the entrances of the Venue at time specified by the Government Representative or the Management. Thorough investigation should be conducted before closing the entrances to ensure that no unauthorised person remains inside the Venue;
- (xi) use their best endeavours to prevent unauthorised entry by any person to any part of the Venue to which the public are not allowed access or to any part of the Venue after the Venue is closed and to prevent entry by animals;
- (xii) use their best endeavours to prevent damage being caused by the person or animal to any properties in the Venue in the event of unauthorised entry by any person or animal as referred to in sub-clause (xi) above;
- (xiii) use their best endeavours to stop the person or animal from causing further damage to the Venue and properties therein and to liaise with the Police as well as the Contractor for further appropriate action if necessary in the event of unauthorised entry by a person or animal as referred to in sub-clause (xi) above as a result of which damage is caused to any properties in the Venue;
- (xiv) to erect, remove and replace notices, signs, posters and banners to the requirement of the Government Representative or the Management;
- (xv) to switch on/off, and operate the electronic equipment including but not limited to lights and electronic display of the Venue as reasonably required by the Government Representative or the Management;
- (xvi) to stay at the BMO or other location as designated by the Government Representative or the Management when he/she finishes the patrol duty;
- (xvii) to stop public conducting commercial activities without prior approval from the Government Representative or the Management;
- (xviii) to open and close all gate entrances/doors of the Venue as required by the Government Representative or the Management;
- (xix) to check users' permits and to ensure that the permit holder can use the facilities timely at the period of time as stated on the permit;
- (xx) to answer general enquiries from the users/tenants/visitors, record and handle all complaints immediately and report to the Government Representative or the Management for follow up action, if any;
- (xxi) to attend to any alarm or emergency and carry out checks as required by the Government Representative or the Management, and to operate and control all security surveillance equipment, and monitor fire alarm and burglar alarm panels installed within the Venue;



- (xxii) to take appropriate immediate remedial action if slippery floor and/or obstacle are found in the Venue;
- (xxiii) to inspect, record and report on the defects and damages of facilities of the Venue including but not limited to lift breakdown, power failure, water supply irregularity, air-condition termination to the Building Supervisor for referral action. In case the Building Supervisor is unreachable or if the problem takes place at night, the Security Guards shall directly report the case to the department(s) concerned or authorised maintenance contractor(s) for remedial action. An occurrence book shall be maintained to record details of all incidents including emergencies, damages and repairing works, etc.; and
- (xxiv) to carry out such other services as reasonably required by the Government Representative or the Management from time to time.

## 5. Cleaning Services

- (a) The Contractor is responsible for Cleaning Services of the following areas:-
  - (i) Common Area of the Venue;
  - (ii) cleaning the fresh and flush water tanks of the Venue at three months' intervals; and
  - (iii) weekly and accidental pest control exercise shall be carried out.
- (b) The Cleaning Services shall be provided to the Common Area only in the Venue as stated in Information for Supplier's Reference according to the **Cleaning Schedule at Part 1 of Annex I of the Contract Schedule 2** with reference to the "Specification of the Method and Materials to be Used in the Cleaning of Particular Finishes in the Venue" at Annex II. The Cleaning Services shall extend to the entire areas including all ancillary rooms, fixtures, fittings, structures, walls, surfaces and equipment.
- (c) The Contractor shall provide adequate and necessary manpower and supervisory personnel and related corporate support in the provision of the Cleaning Services and shall ensure that the cleaning staffs diligently, promptly and properly perform the Cleaning Services to the satisfaction of the Government Representative or the Management.
- (d) The Contractor shall provide **one (1) part-time (8:00 – 12:00 or 13:00 – 17:00) Cleaner** to perform Cleaning Services from Monday to Sunday, including General Holidays throughout the Contract Period for the Common Area as required under this Contract. For other periodical cleaning work, the Contractor shall provide sufficient numbers of Cleaners to discharge the duties effectively. The Government Representative or the Management shall be informed in advance about the work schedule and number of Cleaners for each of the periodical cleaning work.
- (e) The Contractor shall provide Cleaning Services to the fresh and flush ware tanks of the Venue at three (3) months' intervals. The Contractor should submit a work programme to the Government Representative or the Management and to inform the users of the work one (1) month in advance.
- (f) The Contractor shall provide the Cleaning Services in a prompt and efficient manner and in compliance with all applicable laws and regulations. The Contractor shall undertake a thorough cleaning of all service areas at the commencement of this Contract to the satisfaction

of the Government Representative or the Management. The Contractor shall ensure that all necessary action is taken to maintain all service areas at the agreed standards at all times.

- (g) The Contractor shall provide adequate quantities of all necessary supplies, tools, equipment and materials (preferably biodegradable plastic bags for containing refuse) to perform the Cleaning Services at its own cost and expense. The Contractor should provide the minimum quantities of equipment as prescribed in Annex III. All the equipment and materials used for the Cleaning Services shall comply with the appropriate safety and hazard standards, and are subject to the prior acceptance of the Government Representative or the Management.
- (h) All waste covered at the Common Area of the Venue is Exempted Government Waste (EGW) and the Contractor shall be responsible for providing EGW Colored Bags during the contract period. To ensure the EGW policies are properly implemented at the Common Area of the Venue, the Contractor is required to install CCTV to monitor the situation, take immediate action and alert AFCD of any unauthorised or illegal situation.
- (i) The Contractor is also required to keep proper records of the EGW Colored Bags consumed at the Venue and provide such records to AFCD when requested.
- (j) In respect of each Monthly Period, the Contractor shall stock take the monthly waste load of the EGW and the monthly number and size of the EGW Coloured Bags
- (k) All plastic garbage bags used in the Services for collection of refuse shall be made from at least 50% by weight of recycled plastics content, in which shall contain a minimum of 40% post-consumer or post-industrial material. For the specifications of the EGW Coloured Bags, please refer to Contract Schedule 9.
- (l) The Contractor shall not use any cleansing chemical of corrosive nature which may cause any personal injury or property damaged to the Government, any members of the public or person in the performance of the Services.
- (m) The Contractor shall keep free of blockage, rodent and mosquito at all surface drains, gutters, rainwater pipes, and trap gullies etc. within the boundary of the Venue. Weekly and accidental pest control exercise shall be carried out.
- (n) The Contractor shall ensure that the waste water and air resulting from the Cleaning Services is free of health hazard and shall comply with any regulations of the Environmental Protection Department, including the application for licenses as necessary and instructions of the Government Representative or the Management as to removal of health hazard in such a way as directed by the Government Representative or the Management.
- (o) The Contractor shall collect and deliver refuse to the refuse collection point at the Venue and ensure that the rubbish is cleared daily from the collection point by the Food and Environmental Hygiene Department.
- (p) The Contractor shall coordinate (include providing necessary equipment, tools, container) waste recycling for paper, plastic and aluminum and maintain records of the volume of recyclable waste.
- (q) The Contractor shall provide warning signs required under this Contract and take all associated safety measures to ensure that during and after any cleaning process every reasonable measure

is taken to ensure the prevention of injury to the premises' users and visitors.

- (r) The Contractor shall maintain a daily labour return recording the name, deployment and working time of its Cleaners for inspection and record purposes.
- (s) The Contractor shall provide emergency Cleaning Services as and when required by the Government Representative or the Management and make immediate rectification on receipt of any complaint.
- (t) All the Cleaners shall, when engaged in the Cleaning Services, wear a uniform to be provided by the Contractor, of a design to be approved by the Government Representative or the Management. Any of the Contractor's staff failing to wear the approved uniforms may, at the discretion of the Government Representatives, be refused entry or evicted from the Venue.

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

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

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

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

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

**Part 2. Pest Control Work**

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

- maintenance and security work daily;
- (v) conducting ad hoc operation in case of outbreak of mosquito-borne disease;
  - (vi) carrying out **Weekly anti-rodent inspections** at the Common Areas to eliminate food sources for rodents;
  - (vii) submitting weekly and monthly anti-rodent and anti-mosquito reports within five (5) days of each month;
  - (viii) conducting **Quarterly internal audits** to evaluate the performance of the pest control works;
  - (ix) submitting quarterly internal audit reports within five (5) days in every three (3) months;
  - (x) arranging the pest contractor to carry out rodent control inspections and necessary control works at least twice a year;
  - (xi) submitting the rodent control inspection report upon completion; and
  - (xii) application of pesticide or rodenticide at least once per month or upon request by the Government Representative.
- (c) Elimination of breeding sources by removal of stagnant water is the most economical and effective way in mosquito control. Stagnant water in breeding places / potential breeding places that could not be directly removed should be treated with larvicides or larvicidal oil approved by the Government Representative with a pneumatic sprayer or any device approved by the Government Representative. The Contractor shall ensure no application of larvicidal oil to running water.
- (d) Fogging (any form of cold fogging including but not limited to ultra low volume spraying and mist blowing) with pesticides approved by the Government Representative should only be carried out for rapid reduction of adult mosquito / biting midge or other adult insect density as directed by the Government Representative.
- (e) The Contractor shall ensure no application of knock-down pesticides by pneumatic sprayer in the daily control of mosquitoes / biting midges.
- (f) The Contractor shall ensure no application of residual spraying for daily control of mosquitoes except in the control of malaria or other vector-borne diseases as directed by the Government Representative.
- (g) The Contractor shall carry out anti-rodent service, such as application of rodenticides, setting up traps as and when necessary.
- (h) The Contractor shall provide at its own expense appropriate warning signs approved by Government Representative and take all associated safety measures during and after every disinfestation process to ensure safety to and hygiene of persons and prevent damage to private and Government property.
- (i) The Contractor shall ensure that, during the course of providing mosquito, rodent or other pest

control services, deposition of grass, litter, sand, grit, dried leaves and weeds, over any gully grating, or into or onto any channels, slopes, flower beds, grass verges, catchpits and the like are strictly prohibited. The Contractor shall also ensure that no waste arising from the performance of services shall be left uncollected in the Contract Area.

- (j) The Contractor shall place all syringes, hypodermic needles and other sharp objects collected in the performance of the services in sharp boxes of a type approved by the Government Representative securely and dispose of them as soon as possible in a specially marked container provided for that purpose at a refuse collection point designated by the Government Representative. The sharp boxes, provided at the Contractor's own cost, shall be of one trip type and under no circumstances shall they be reused or recycled. Body contact with syringes, hypodermic needles and sharp objects should be avoided. Extra care should be taken when handling sharps boxes.
- (k) In the course of mosquito, rodent and other pest control operations, all waste and disused articles arising from the operations shall forthwith be collected and disposed of properly in Waste Collection Points or in a manner in accordance with approved methods.
- (l) The Contractor shall ensure that all its employees exercise their utmost care to avoid contamination to the environment with toxic chemicals during mosquito, rodent and other pest control operations.
- (m) The Contractor shall ensure that all its employees employed for the performance of the Contract are adequately informed of the potential hazards associated with the mosquito, rodent and other pest control work and all the necessary precautionary measures needed to be taken.
- (n) The Contractor shall ensure that all its staff exercise their utmost care to avoid improper handling of trapped rodents, failing of which shall be deemed to be an instance of blatant default.
- (o) All materials and chemicals for use in the services must be environmentally friendly. The Contractor shall not use any materials and chemicals of corrosive nature which may cause any personal injury or property damage to the Government, any members of the public or person in the performance of the services. The Contractor shall adopt the Green Guidelines for the pest control services developed by Environmental Protection Department and Government Logistics Department in the performance of the services.
- (p) The Contractor shall ensure that it shall :
  - (i) for the purposes of the Contract, use only those anticoagulant and environmentally friendly rodenticides and pesticides with particular active ingredients and formulation registered with the Agriculture, Fisheries and Conservation Department under the Pesticides Ordinance (Cap. 133) and approved by the Government Representative;
  - (ii) use rodenticides in each application in such a quantity not more than that necessary to kill the



- estimated number of rodents in the location where such rodenticides are laid and use pesticides in such a quantity not more than that necessary for killing the mosquitoes, arthropods or other pests including the immature forms;
- (iii) for the purposes of the Contract use public health grade rodenticides and pesticides targeting at public health pests / urban pests only. No rodenticides and pesticides which are manufactured for agricultural or horticultural purposes or acute poisons shall be used for the Services unless the Government Representative instructs otherwise;
  - (iv) allow only its Contract Manager, supervisors and pest control workers who are fully trained and thoroughly conversant with and competent in the proper and safe application of rodenticides and pesticides to handle and apply the rodenticides and pesticides in the performance of the Services. Under no circumstances should the Contractor allow its employees to provide rodenticides and/or pesticides to the public for their own use/application;
  - (v) take all necessary precautionary measures to protect the rodenticides and pesticides used for disinfection from access by human beings and non-targeted species, pets and animals. The Contractor shall at all times use only plastic bags or bait containers with approved warning labels unless the Government Representative accepts other alternatives;
  - (vi) issue adequate verbal warnings to the public and local residents and put up written notices approved by Government Representative in conspicuous places in the vicinities where the rodenticides are laid in order to avoid any accidental poisoning. Each of such warning notice shall be written in both Chinese and English under separate colours on weatherproof material not smaller than A4 size and be approved by the Government Representative. In addition, the notices for trapping shall be printed on paper not smaller than A5 size and in both English and Chinese language;
  - (vii) provide sufficient stocks of rodenticides and pesticides which have been approved for intended use or committed use for the Services by the Government Representative for application under various circumstances;
  - (viii) remove and dispose of properly all rodenticides from treatment points immediately upon completion of the treatment;
  - (ix) whenever necessary, the Government Representative shall be entitled and the Contractor shall permit the Government Representative to take samples of the rodenticides/pesticides for use in the provision of the Services for delivery to a testing laboratory/agent recognized/arranged by the Government Representative for testing/examination on the content/compositions/efficacy. The Government Representative shall have the right to reject the consignment of rodenticides/pesticides for use in the Services without giving compensation in any forms to the Contractor if the test result(s) of the rodenticides/pesticides issued by the testing laboratory/agent has revealed that the content/compositions of the sample differ from the ingredients, formulation and/or concentration/dosage approved by the Government Representative or the label, technical information, material safety data sheets provided by the manufacturer or the sample is not killing pest(s) to the satisfaction of the

Government Representative. Without prejudice to any of the Government Representative's rights under the Contract including the right to claim damages for breach of Contract, the Government shall be entitled to recover from the Contractor the expenses incurred for conducting the testing / examination on the content / compositions / efficacy of Rodenticides / Pesticides if the test result(s) is / are unsatisfactory; and

- (x) contact directly with Government Representative for matters pertaining to the use of rodenticides/pesticides and related application equipment. Under no circumstances, shall the Contractor allow its supplier(s) of rodenticides / pesticides / equipment to contact with Government Representative on such matters.

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

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

(r) Training for pest control workers

Pest control workers employed by the Contractor for the provision of the services shall be physically capable of executing and maintaining the services properly and timely. All pest control workers must have attended and completed a training programme on mosquito, rodent and other pest control specifically for the purpose of the Contract on those aspects as set out in the Contract provided/arranged by the Contractor / academic / educational / professional institution—recognized by the Government representative and approved by the Government Representative irrespective of any previous training programme on pest control they have attended or have attended and completed, with documentation proof, a Qualifications Framework (QF) registered training programme on mosquito, rodent and other pest control which has been accredited at QF Level 1. At least one (1) week before the commencement of Contract Period, all pest control workers must have attended and

completed the aforesaid training programme. The Contractor shall also maintain proper training records of all pest control workers employed by the Contractor under the Contract and such record shall be produced to the Government Representative before the commencement of the Contract Period and within one (1) week after completion of each subsequent training programme. In the event that there is any change of pest control workers, the Contractor shall within one (1) week of such change provide the Government Representative with the training records of the new pest control workers.

## Annex II

### **Specification of the Method and Materials to be used in the Cleaning of Particular Finishes in the Venue**

**(A) Mosaic Tiles**

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

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

**(B) Terrazzo**

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

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

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

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

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

**(D) Marble**

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

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

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

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

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

**(F) Quarry Tiles**

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

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

**(G) Teak Block Floors**

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

**(H) Glazed Tiles**

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

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

**(I) Linoleum**

As for Thermo-Plastic Tiles.

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

**(J) Rubber Flooring**

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

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

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

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

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

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

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

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

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

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

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

To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented. Frequent and careful washing with soap and water or approved

*detergent solution* (1) will maintain the appearance indefinitely. Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

**(N) Bronze Finishes**

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

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

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

**(O) Aluminium**

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

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

**(P) Chrome Finishes**

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

**(Q) Carpet Shampooing**

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

(b) *Dry Foam Method* - Use a pile lifting machine to run over the area first. A fully automatic dry-foam machine which converts the *liquid shampoo* (15a)/(15b) into a foaming fluffy solution will be operated to : (i) lay the fluffy solution; (ii) scrub with brushes in one pass and in one direction; and (iii) immediately suck up the slurry.

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

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



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

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

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

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

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

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

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

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

**Contract Schedule 3****Particulars and Facilities venue requiring services**

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

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

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

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

**Section B - Building Services Facilities**

<b>Particular</b>		<b>Detail (no./location/serving area/specification)</b>	
		Common Area	HAD Area
(a)	Carpark Space	3 nos. (2 for Marine Park Office and 1 for Sea enforcement team)	2 nos. (1 for disabled parking)
(b)	Loading and Unloading Space	1 no. (for Ambulance)	4 nos. (2 for coaches)
(c)	Lift (i) Passenger Lift (ii) Firemen Lift (iii) Lift Motor Room (LMR)	Firemen Lift (L2) to serve G/F~1/F, the LMR is located at 2/F	Passenger Lift (L1) to serve G/F ~ 1/F

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

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

Section C - Fire Services System

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

*Section D - Electricity & Gas Supply System*

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

*Section E - Water Supply System*

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



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

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

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

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

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

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

Requiring Service Areas:

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

(b) HAD Area for Building Management and Security services

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

**Contract Schedule 4**  
**Price Schedule – Rates of Charge for the Provision of the Services**  
**(to contain the successful Tenderer’s Appendix C subject to  
such modification as may be agreed with the Government)**

**Contract Schedule 5**

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

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

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

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

**Contract Schedule 7**

**Management Plan, Organisation and Supervision Plan, Contingency Plan,  
Pro-innovation Proposals, ESG Proposals and Heat Stroke Work Plan**

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

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

**1. Cleansing Products and Supplies**

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

Product Items	Recommended Green Specification
<b>All purpose Cleaners</b>	<ul style="list-style-type: none"> <li>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 ethylenediaminetetraacetic acid (EDTA).</li> <li>The product shall not contain halogenated substances or solvents, including reactive chlorine compounds.</li> <li>The product shall not be formulated or manufactured with phosphate or phosphonates.</li> <li>The product shall not be formulated with ammonia or ammonium compounds.</li> <li>The product shall be at least 90% biodegradable.</li> <li>The product should not contain any heavy metals or their compounds as listed below:               <ul style="list-style-type: none"> <li>◆ Arsenic</li> <li>◆ Cadmium</li> <li>◆ Cobalt</li> <li>◆ Hexavalent chromium</li> <li>◆ Lead</li> <li>◆ Mercury</li> <li>◆ Selenium</li> </ul> </li> </ul> <p>Desirable requirement:</p> <ul style="list-style-type: none"> <li>The product should not contain more than 3% by weight of volatile organic compounds (VOCs).</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 ethylenediaminetetraacetic acid (EDTA).</li> <li>The product shall not contain halogenated substances or solvents, including reactive chlorine compounds.</li> <li>The product shall not be formulated or manufactured with phosphate or phosphonates.</li> <li>The product shall not be formulated or manufactured with optical brighteners.</li> <li>The product should be at least 90% biodegradable.</li> <li>The product should not contain any heavy metals or their compounds as listed below:               <ul style="list-style-type: none"> <li>◆ Arsenic</li> <li>◆ Cadmium</li> <li>◆ Cobalt</li> <li>◆ Hexavalent chromium</li> <li>◆ Lead</li> <li>◆ Mercury</li> <li>◆ Selenium</li> </ul> </li> </ul> <p>Desirable requirement:</p> <ul style="list-style-type: none"> <li>The product should not contain more than 5 % by weight of volatile organic compounds (VOCs).</li> </ul>

<p><b>Sanitary detergent</b></p>	<ul style="list-style-type: none"> <li>• The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs) and ethylenediaminetetraacetic acid (EDTA).</li> <li>• The product shall not contain halogenated substances or solvents, including reactive chlorine compounds.</li> <li>• The product shall not contain more than 5% by weight of volatile organic compounds (VOCs).</li> <li>• The product shall not be formulated or manufactured with phosphate or phosphonates.</li> <li>• The product shall not be formulated with any chemicals that are included in the International Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens.</li> <li>• The surfactant used in the product should be at least 90% biodegradable.</li> <li>• The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> <li>◆ Arsenic</li> <li>◆ Cadmium</li> <li>◆ Cobalt</li> <li>◆ Hexavalent chromium</li> <li>◆ Lead</li> <li>◆ Mercury</li> <li>◆ Selenium</li> </ul> </li> </ul> <p>Desirable requirement:</p> <ul style="list-style-type: none"> <li>• The pH value of product, before dilution, should not be higher than 11.5 or less than 2.</li> </ul>
<p><b>Soap toilet liquid</b></p>	<ul style="list-style-type: none"> <li>• Bioaccumulative preservatives shall not be used.</li> <li>• The pH value of 5% solution shall range from 6-10.</li> <li>• The product shall be at least 60% biodegradable.</li> </ul> <p>Desirable requirement:</p> <ul style="list-style-type: none"> <li>• The product should not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylenediaminetetraacetic acid (EDTA) or nitrilotriacetate (NTA).</li> <li>• The product should not be formulated or manufactured with phosphate or phosphonates.</li> <li>• The product should not be formulated or manufactured with optical brighteners.</li> <li>• Fragrance used in the product should comply with international guidelines, e.g. the Code of Practice of the International Fragrance Association (IFRA). The product shall declare any fragrances on the product label in the ingredient line.</li> <li>• The product should not be formulated with any chemicals that are included in the International Agency for Research on Cancer (IARC) lists for proven (Group 1), probable (Group 2A), or possible (Group 2B) carcinogens.</li> <li>• The final products (as sold) should not contain more than 6 % (by weight) of volatile organic compounds (VOCs) with a boiling point lower than 150 °C.</li> </ul>
<p><b>Cleaning rags and cotton waste</b></p>	<ul style="list-style-type: none"> <li>• <b>Cleaning Rags</b> <ol style="list-style-type: none"> <li>i. <b>Addition of optical brighteners should not be permitted.</b></li> <li>ii. The content of detectable formaldehyde in the final product should not exceed 0.15 mg/kg.</li> <li>iii. The content of pentachlorophenol (PCP) in the final product should not exceed 0.15 mg/kg.</li> </ol> </li> <li>• <b>Cotton Waste</b> AOX emissions in the bleaching effluent should be less than 100 mg Cl/kg.</li> </ul> <p>For product containing fibres, these fibres should contain recycled content and should take up to at least 70% by weight of the product.</p>



<b>Disinfectant</b>	<ul style="list-style-type: none"> <li>• The product shall not be formulated or manufactured with builders belonging to phosphates.</li> <li>• The product shall 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 shall not be formulated or manufactured with aromatic compounds</li> <li>• The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs) and their alkylphenol derivatives (APDs), and ethylenediaminetetraacetic acid (EDTA).</li> </ul> <p>Desirable requirement:</p> <ul style="list-style-type: none"> <li>• The disinfectant should not be formulated or manufactured with fragrances and dyes, or only contain food grade dyes that comprise no more than 0.1% by weight of the total, undiluted formulation.</li> <li>• The product should not be formulated or manufactured with surfactants belonging to nitrilotriacetate (NTA), diethylenetriaminepentaacetic acid (DTPA) or any of its salts, or reactive chlorine compounds such as sodium hypochlorite or organic chlorinated compounds of chlorine, quaternary ammonium salts that are not readily biodegradable.</li> </ul>
<b>Deodorants</b>	<ul style="list-style-type: none"> <li>• The product should not be formulated or manufactured with surfactants belonging to nitrilotriacetate (NTA), diethylenetriaminepentaacetic acid (DTPA) or any of its salts, or reactive chlorine compounds such as sodium hypochlorite or organic chlorinated compounds of chlorine, quaternary ammonium salts that are not readily biodegradable.</li> <li>• The surfactant used in the product shall be readily biodegradable.</li> <li>• The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylene diaminetetra acetic acid (EDTA), nitrilotriacetate (NTA), phthalates, and halogenated organic solvents.</li> <li>• The product should not contain any heavy metals or their compounds as listed below: <ul style="list-style-type: none"> <li>◆ Arsenic</li> <li>◆ Cadmium</li> <li>◆ Cobalt</li> <li>◆ Hexavalent chromium</li> <li>◆ Lead</li> <li>◆ Mercury</li> <li>◆ Selenium</li> </ul> </li> <li>• The product shall 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 shall be smaller than 0.1% by weight.</li> <li>• The undiluted product should not contain any of the following components: <ul style="list-style-type: none"> <li>◆ Formaldehyde donors</li> <li>◆ Monoethanolamine, diethanolamine, and triethanolamine alone or in compounds</li> <li>◆ Parabens</li> <li>◆ Triclosan</li> <li>◆ Nitromusk and polycyclic musk fragrances</li> </ul> </li> </ul> <p>Desirable requirement:</p> <ul style="list-style-type: none"> <li>• The product should not contain more than 1% by weight of volatile organic compounds (VOCs).</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 shall not contain nitromusk and polycyclic musk fragrances.</li> <li>• The product shall not be formulated or manufactured with alkylphenol ethoxylates (APEOs), ethylenediaminetetraacetic acid (EDTA), nitrilotriacetate (NTA), halogenated organic solvents.</li> <li>• The product shall not be formulated or manufactured with phosphate or</li> </ul>

	<p>phosphonates.</p> <ul style="list-style-type: none"> <li>The product shall not be formulated or manufactured with optical brighteners.</li> </ul> <p>Desirable requirement:</p> <ul style="list-style-type: none"> <li>The product should be at least 90% biodegradable and not bioaccumulative.</li> <li>The product should not contain more than 1 % by weight of volatile organic compounds (VOCs).</li> </ul>
<b>Plastic Garbage Bags</b>	<ul style="list-style-type: none"> <li>Please refer to Contract Schedule 9 for the requirements of the Municipal Solid Waste (MSW) Charging Scheme and the specifications of waste disposal bags.</li> </ul>
<b>Plastic Bags (Other uses)</b>	<ul style="list-style-type: none"> <li>The product shall contain a minimum of 30% by weight of recycled plastic.</li> <li>Reminder: Avoid using single-use disposable plastic bags including umbrella plastic bags. Consider to use reusable bags e.g. textile bag (item U02).</li> </ul>

## 2. Water Saving

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

## 3. Energy Saving

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

## 4. Staff Training

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

**Contract Schedule 9**  
**Provisions in relation to the MSW Charging Scheme**

**1. Interpretation**

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

“Locations”	means those locations as specified in Annex 1 to this MSW Schedule;
“Monthly Administrative Fee (EGW)”	means the amount to be quoted on top of the Quoted EGW Expenses in the Price Schedule;
“Monthly Period”	has the meaning given to the term in paragraph 4.2 of this MSW Schedule;
“Government MSW Payment”	means a monthly quotation in the Price Schedule comprising the Quoted EGW Charges and the Monthly Administrative Fee (EGW);
“MSW Charging Scheme”	means a quantity-based charging scheme for the disposal of municipal solid waste under the WDO;
“MSW”	means municipal solid waste which is covered by the MSW Charging Scheme;
“MSW Schedule”	means this Schedule;
“Procuring Department”	means the Government bureau or department which procures the Services under the Contract;
“Quoted EGW Expenses”	means a monthly quotation submitted by the Contractor during the tendering stage to cover the monthly EGW Expenses based on the estimate of EGW as stated in Annex 1 to this MSW Schedule;
“RCP”	means refuse collection point as defined in the WDO;
“waste vehicle in Government service (with compactor)” (in upper or lower case)	has the meaning given to the term “waste vehicle in Government service” in the WDO;
“waste vehicle in private use (with compactor)” (in	has the meaning given to the term in the WDO;

upper or lower case)

“WDO” means Waste Disposal Ordinance (Cap. 354 of the Laws of Hong Kong) as amended by the Amendment Ordinance and from time to time.

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

- 2.1. The Waste Disposal (Charging for Municipal Solid Waste) (Amendment) Ordinance 2021 (“Amendment Ordinance”), which amends the Waste Disposal Ordinance (Cap. 354 of the Laws of Hong Kong) (“WDO”) and its subsidiary legislations to establish a quantity-based charging scheme for the disposal of municipal solid waste (“MSW Charging Scheme”), was passed by the Legislative Council on 26 August 2021.
- 2.2. The Amendment Ordinance will come into operation on a date to be appointed by notice published in the Gazette. For full details of the legal requirements concerning MSW Charging, please refer to the gazetted version of the Amendment Ordinance at <https://www.gld.gov.hk/egazette/pdf/20212535/es12021253525.pdf>.
- 2.3. Tenderer is required to submit a monthly quotation in the Price Schedule to be known as the “Government EGW Payment” to comprise the amount(s) as further specified in paragraph 3 below. The amount will be payable in arrears and on a monthly basis in accordance with paragraph 8 of this MSW Schedule. This Government EGW Payment as quoted by the Tenderer shall have to be included in the tender price to be evaluated in the price assessment in the Marking Scheme.

## **3. Tenderers’ obligations**

- 3.1. The Government EGW Payment shall be quoted by the Tenderer having regard to the monthly estimate of the Government municipal solid waste which is exempted from the Municipal Waste Charging Scheme (“EGW”) provided by the Government in Annex 1 to this MSW Schedule and the total monthly charges to be quoted by the Tenderer in the Price Schedule for providing EGW Coloured Bags for disposing EGW per month (“Quoted EGW Expenses”).
- 3.2. The Tenderer may also include in the Government EGW Payment to be quoted in the Price Schedule a reasonable amount of the monthly administrative fee in performing the Contractor’s obligations as stated in this MSW Schedule not already covered by the Quoted EGW Expenses (“Monthly Administrative Fee (EGW)”) which amount shall be separately quoted in the breakdown of the Government EGW Payment.
- 3.3. The Tenderer is advised not to under-quote the Quoted EGW Expenses. This is because to the extent that the Tenderer has under-quoted, and the actual EGW Expenses incurred by it as the Contractor (should the Contract be awarded to it) are higher than the amount

of the Quoted EGW Expenses, it would have to bear the difference without recourse to the Government unless paragraph 8.4 of this MSW Schedule applies.

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

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

#### **5. Procurement of waste bags and making available the waste vehicle**

- 5.1. Upon the MSW Charging Scheme coming into operation, since all waste at the Common Area of the Venue covered by the Contract is EGW (except for the waste created by the office used by the Contractor), the Contractor is not required to procure D-bags and D-labels for the disposal of EGW.
- 5.2. Upon the MSW Charging Scheme coming into operation, the Contractor is required to procure at its own cost EGW Coloured Bags for the wrapping of EGW.
- 5.3. The Contractor is only required to deposit the EGW to the FEHD refuse collection point at the Venue or its contractor which shall be responsible for the removal of the EGW using that Waste Vehicle to a scheduled facility.
- 5.4. Since the Waste Vehicle in Government Service (With Compactor) will be deployed for the removal of the EGW to a scheduled facility, mixing of the EGW and MSW is permitted.

#### **6. Contractor’s obligation in handling of EGW**

- 6.1. All waste in this Contract will be exempted from the MSW Charging Scheme due to exemption which has been granted under section 20Q(1)(a) of WDO (for exemption of the D-bag and D-label). Such exemption has already been obtained by the Procurement Department and it is not necessary for the Contractor to apply for the same.
- 6.2. The Contractor is required to follow the handling arrangements as described below.

Waste disposal bags for TMJCWFM Use Only (屯門第 44 區的聯用綜合大樓及魚類批發市場部門專用垃圾袋)

- (a) Unless advised otherwise by the Government Representative, the Contractor shall use EGW Coloured Bags to be imprinted with the words “waste disposal bags for TMJCWFM Use Only” complying with the specifications provided in

Appendix 1 to this MSW Schedule to wrap EGW before disposal. The Contractor shall supply and maintain sufficient quantity of these EGW Coloured Bags to cater for the disposal of EGW under the Contract. The Contractor at the Tendering Stage shall have factored in this monthly cost in the Quoted EGW Expenses as part of the Government EGW Payment in the Price Schedule. Within the Contract Period, as soon as the MSW Charging Scheme comes into effect, the Contractor is required to bear the cost variations due to fluctuation of the EGW quantity in the handling of EGW.

- (b) The Contractor shall keep proper record of the EGW Colored Bags consumed the venue and provide returns to AFCD when required.

#### Oversized EGW

- (c) Oversized waste is defined as waste that cannot be properly wrapped by a 100L designated bag and to be handled by a waste vehicle with compactor or to be deposited at an RCP. Oversized EGW shares the same definition. Whilst no EGW Coloured Bags shall be required for the disposal of oversized EGW, the Contractor shall be responsible for installing CCTV at the venue to prevent unauthorised persons disposing MSW to evade paying MSW charges under the MSW Charging Scheme.

- (d) The Contractor shall respond immediately if any authorised situation happen and report to AFCD.

6.3. Monitoring and Control: The Contractor shall propose and execute monitoring and control measures to safeguard the production, storage and use of the EGW Coloured Bags such that these EGW Coloured Bags are used solely for wrapping EGW under this Contract. The monitoring and control measures shall be proposed to the Procurement Department's satisfaction and approved by it before execution. Misuse of the EGW Coloured Bags within and outside the government premises under this Contract is strictly prohibited. The Contractor will be subject to warnings when the Contractor or the Contractor's employee causes or permits the misuse of the EGW Coloured Bags.

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

- 7.1. The approved waste disposal bags for EGW to be used under the Contract after the MSW Charging Scheme coming into operation shall be the "EGW Coloured Bags" as mentioned in paragraph 6.2 (a) above.
- 7.2. The Contractor is required to facilitate the Government Representative in conducting joint waste survey when required using the template as set out in Appendix 2 to this MSW Schedule.

- 7.3. The Contractor shall provide sufficient quantity of tools, equipment, and the correct bags and labels to facilitate the collection and disposal of EGW.
- 7.4. The Contractor shall facilitate the Government Representative to carry out waste reduction and recycling measures. Any waste intended for recycling and designated to a place for recycling is not required to be put into EGW Coloured Bags and shall not be loaded to the Waste Vehicle in Government Service (With Compactor).
- 7.5. The Contractor shall comply with the requirements of the WDO as amended from time to time (but not just the Amendment Ordinance) when disposing the waste collected. The Contractor shall provide adequate guidelines, training, equipment and necessary means to its employees and / or staff to comply with the requirements of the WDO.

## **8. Payment**

- 8.1. In respect of each monthly period, the Government will pay the Government EGW Payment quoted by the Contractor in the Price Schedule in arrears. Where a monthly period is an incomplete calendar month, the Government EGW Payment will be payable on a pro rata basis by first determining the daily rate of the Government EGW Payment to be divided by 30 and then multiply the daily rate by the number of days in that monthly period.
- 8.2. In respect of each monthly period, the Contractor will be required to pay the EGW Expenses directly which are incurred by the Contractor in the course of the provision of the Services. This is even so to the extent that they are higher than Government EGW Payment (whether or not including or excluding the Administrative Fee (EGW)) (and the amount of the deficit to be calculated by excluding the Administrative Fee (EGW) shall be known as "EGW Charge Deficit") unless the Contractor can point to any circumstances beyond the control of the Contractor which have led to the sudden upsurge of the quantities of EGW (see paragraph 8.4 below). On the other hand, if and to the extent that in respect of any monthly period, the summation of the actual EGW Expenses and Monthly Administrative Fee (EGW) fall below the Government EGW Payment (or the pro rata amount thereof in the case of an incomplete calendar month) the Contractor can keep the difference.
- 8.3. In respect of each monthly period, the Contractor shall stock take the monthly waste load of the EGW and the monthly number and size of the EGW Coloured Bags.
- 8.4. Under exceptional and/or unforeseen circumstances, within 3 months from the occurrence of such circumstances, the Contractor may consider to submit an application together with supporting documents and justifications to the Government Representative requesting the Government to reimburse it any EGW Charge Deficit in respect of any monthly period. Upon receiving the application, the Government Representative will evaluate the application to consider whether the case involves any exceptional and/or unforeseen circumstance which has caused the EGW Charge Deficit. Subject to the result of vetting



conducted by the Government Representative, the Government Representative may approve the whole or part of the requested reimbursement amount or reject the application.

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

- Annex 1 - Estimated quantities of EGW for disposal by using EGW Coloured Bags or in oversized/irregular form
- Appendix 1 - Template for Joint Waste Survey
- Appendix 2 - Specifications of EGW Coloured Bags

**Annex 1 –  
Estimated quantities of EGW for disposal by using EGW Coloured Bags or in  
oversized/irregular form**

This Annex is solely for the Tenderers' reference.

Service Location	Estimated monthly quantities of		
	EGW to be wrapped by coloured bags	oversized EGW (pieces)	EGW to be disposed of through e-CT and no gate fee or Group 2 facility service fee is payable for such EGW
Common Area	21700 L	NIL	NIL

**Notes:**

1. The Tenderer shall not submit any quotation in relation to MSW as all waste covered by the Contract is to be treated as EGW and no charges under the MSW Charging Scheme including gate fee or D-bags and D-labels shall be payable.
2. The quotation of the Quoted EGW Expenses shall cover the cost per month of disposing the EGW through the use of EGW Coloured Bags based on the estimate of the EGW as stated in Annex 1 to this MSW Schedule. There are no prescribed rates for the EGW Coloured Bags. The Tenderer is free to quote a reasonable amount for making available the EGW Coloured Bags on a monthly basis to dispose of the EGW. For the avoidance of doubt, the Quoted EGW Expenses shall not cover any charges under the MSW Charging Scheme as they shall be exempted for EGW.
3. The quotation of the Monthly Administrative Fee (EGW) shall cover a reasonable amount of the monthly administrative fee in performing other Contractor's obligations as stated in this MSW Schedule ("Monthly Administrative Fee (EGW)") not covered by the Quoted EGW Charges which amount shall be separately quoted in the breakdown of the Government EGW Payment.
4. If the Tenderer fails to submit the Quoted EGW Expenses and/or the Monthly Administrative Fee (EGW), it shall be assumed that zero amount shall be chargeable. This is unless upon subsequent clarification with the Tenderer (which the Government may but is not obliged to make), the Tenderer denies such intention in which case, the Tenderer's Tender will not be considered further.

**Appendix 1**  
**Specifications of EGW Coloured Bags**

**1. Materials**

Materials shall follow the mandatory and desirable features under the specification laid down in the Environmental Protection Department (EPD)'s "List of 183 Green Procurement Items – Product Code Q01"<sup>1</sup> and the features are listed below for reference. In case of discrepancies between this specification and any updated version of green specification issued by EPD, the new specification in relation to "List of 183 Green Procurement Items – Product Code Q01" shall prevail.



- (i) **Mandatory Feature:** The waste disposal bag shall be made from at least 50% by weight of recycled plastics content, in which shall contain a minimum of 40% post-consumer or post-industrial material.
  
- (ii) **Desirable Feature:** The waste disposal bag should be marked with an appropriate plastic resin identification code.

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<sup>1</sup> [https://www.epd.gov.hk/epd/english/how\\_help/green\\_procure/pdf/Q01.pdf](https://www.epd.gov.hk/epd/english/how_help/green_procure/pdf/Q01.pdf)

## 2. Design of the Waste Disposal Bag

Please refer to the illustration below. The text shall be printed on **both sides** of the bag.

Background Colour	Bag Logo / Font Colour	Font Type / Size		Font Alignment	Font Spacing	Special Requirement
		Chinese	English			
Pantone 732C 	Pantone 000C 	新細明體, no less than size 72	Calibri, no less than size 72	Centred	See below sample design <b>(proportion to bag size)</b>	The waste disposal bag shall be made from at least 50% by weight of recycled plastics content, in which shall contain a minimum of 40% post-consumer or post-industrial material.

Dimension	Thickness	Reference Capacity
mm (width x height)	mm	Litre
920 x 1,270	0.5	100

### Sample design (Same design for both side)



Name of B/D: <B/D name>

Joint Waste Survey																									
Contract Site	MSW												EGW (if applicable)												
	Monthly Usage of D-bags and D-labels											Monthly Payment of Gate Fee and Group 2 Facility Service Fee (if applicable)						Monthly Usage of EGW Coloured Bag			Monthly Usage of e-CT				
	D-bags											Gate Fee			Group 2 Facility Service Fee			100L	150L	200L	Monthly Usage of Oversized EGW (Piece)	Monthly Usage of e-CT			
	3L	5L	10L	15L	20L	35L	50L	75L	100L	240L	660L	No. of D-labels	Total Trips	Total Waste Load (Tonne)	Total Amount to be chargeable to <B/D> (HKD)	Total Trips	Total Waste Load (Tonne)					Total Amount to be chargeable to <B/D> (HKD)	No. of e-CT used to exempt Gate Fee	No. of e-CT used to exempt Group 2 Facility Service Fee	
e.g. NPGO					10				30			7	5	5	\$ 1,975.00	2	2	\$ 60.00	10	5	2	9	2	4	


Note 1: B/Ds should insert additional columns or remove the unused columns to reflect the sizes of bags being used.  
 Note 2: B/Ds' representative(s) should jointly work with the contractor staff to carry out the waste survey for not less than 1 week during the stipulated period. Photos of checking the numbers of DBs/DLs and coloured bags and oversized EGW should also be attached to this file.

Cleansing Contractor: < ABC Company >  
 Representative: < Tom Li >  
 Post Title: < Coordinator >  
 Date: < 31 Jan 2023 >

B/D: < B/D >  
 Representative < Mike Chan >  
 Post Title: < RO(Adm) >  
 31 Jan 2023 < 31 Jan 2023 >

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

< Date of Photo taken >




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

< Date of Photo taken >




Using Designated Labels  
<Description>

< Date of Photo taken >



Using Coloured Bags  
<Description>

< Date of Photo taken >



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

## **Important Reminders for Tenderers**

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

**Tenderers should also refer to Clauses 4 to 12 of the Terms of Tender, please tick “✓” in the boxes below to indicate you have completed and submitted the documents required.**

- Part 1 Appendix A - Tenderer's Declaration**
  - Section 1 Tenderer Portfolio
  - Section 2 Tenderer's Business Experience in Provision of Combined Management Services
  - Section 3 Statement of Compliance
  - Section 4 Declaration of Conviction of Offences
  - Section 5 Election of Method of Payment of Contract Deposit
  - Section 6 Innovative Suggestions
  - Section 7 Sub-contractor's Information Schedule
  - Section 8 Sub-contractor's Acknowledgement
- Part 1 Appendix B – Supporting Documents to be Submitted by the Tenderer**
  - Copy of a valid Business Registration Certificate
  - Copy of the current Memorandum and Articles of Association, the Certificate of Incorporation and any other corporate documents evidencing business status (where applicable)
  - Copy of documentary evidence of relevant experience
  - Copy of Certificate of ISO Accreditation and/or OHSAS
  - Copy of Security Company Licence
  - Copy of Certificate of Insurance
  - Copy of Certificates of Compliance
  - Copy of Certification of Heat Stroke Prevention Work Plan
- Part 1 Appendix C - Price Proposal \*\*\***
- Part 1 Appendix D - Wage Proposal for Workers\*\*\***
- Part 1 Appendix E – Management Plan, Organisation and Supervision Plan, Contingency Plan, Pro-innovation Proposals, ESG Proposals and Heat Stroke Work Plan \*\*\***
- Part 1 Appendix H - Non-Collusive Tendering Certificate**

- Part 4 Offer to be bound duly completed and signed\*\*\***
- Submission in TRIPLICATE**
- Submission of tender document comprising both Price Envelope A and Technical Envelope B which enclosed into one single large sealed envelope (Envelope C) and clearly marked “**Tender Ref.: AFCD/CMS/01/24 – Tender for Provision of Combined Management Services for Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (TMJCWFM)**” without bearing any reference to the identity of the Tenderer

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

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