

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

Tender Ref.: AFCD/VLD/01/20

TENDER FORM

Contract No. : _____

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked "Tender for the Provision of Laboratory Cleansing and General Assistance Services for Veterinary Laboratory Division (VLD)"

and addressed to the Chairman, Government Logistic Department Tender Opening Committee,

must be deposited in the Government Logistic Department

Tender Box situated on Ground Floor, North Point Government Office,
333 Java Road, North Point, Hong Kong

before 12:00 noon (time) on 13 August 2020 (date) (Hong Kong time). Late Tenders will not be accepted.

INTERPRETATION

PART 1 — TERMS OF TENDER

PART 2 — GENERAL CONDITIONS OF CONTRACT

The Interpretation, the Terms of Tender and the General Conditions of Contract forming part of the Standard Terms and Conditions are available for viewing and downloading from the following website:

- <https://pcms2.gld.gov.hk/iprod/#!/ssm10701>

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

Procurement Division, Government Logistics Department
9/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong
(Internet Homepage - <https://www.gld.gov.hk>)

PART 3 — SPECIAL CONDITIONS OF CONTRACT

Attached to this Tender Form (if any).

~~PART 3A — SERVICE SPECIFICATIONS~~

Attached to this Tender Form (if any).

~~PART 3B — SCHEDULES AND ANNEXES~~

~~Annex A – Part I – Method of providing the Contract Deposit, Part II – Form of Banker's Guarantee
Annex B – Guidance Note GN-1
The Appendix – Contact Details
The Price Schedule
The Completeness Check Schedule
The Information Schedule
The Non-collusive Tendering Certificate~~

~~PART 3C — OTHER TENDER DOCUMENTS~~

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

~~Attached to this Tender Form (if any)~~

Dated this 15 day of July 20 20



Government Representative

Tender Ref.: AFCD/VLD/01/20

PART 4 — OFFER TO BE BOUND

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

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

Name of the Tenderer :

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

Date :

PART 5 MEMORANDUM OF ACCEPTANCE

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

(name and position of officer)

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

Dated this _____ day of _____ 20 _____

Signed by the said _____ in the presence of : _____

香港特別行政區政府

漁農自然護理署

招標承投提供服務

招標編號：AFCD/VLD/01/20

投標表格

合約編號：

投遞標書

投遞標書，必須填妥此表格，一式三份密封於無標記的信封內，信封面註明

「為獸醫實驗室科提供實驗室清潔及一般協作服務

投標書」，

致政府物流服務署招標委員會 主席收，並於二〇二〇年八月十三日

中午十二時（香港時間）前投入設於香港北角渣華道333號北角政府合署地下政府物流服務署

的投標箱內。逾期投標概不受理。

釋義

第1部分 — 招標條款

第2部分 — 一般合約條款

有關標準條款及條件內所載的釋義部分、招標條款和一般合約條款，請到以下網站查閱和下載：

- <https://pcms2.gld.gov.hk/iprod/#/ssm10701>

上述文件亦可在下列辦事處索取：

香港北角渣華道333號北角政府合署9樓

政府物流服務署採購科

（互聯網網頁 — <https://www.gld.gov.hk>）

第3部分 — 特別合約條款

夾附於本投標表格內（如有）。

第3甲部分 — 服務規格

夾附於本投標表格內（如有）。

~~第3乙部分 — 附表及附件~~

附件甲 — 第I部分 — 繳交合約按金的方法，第II部分 — 銀行保證書

附件乙 — 環保須知（GN-1）

附錄 — 聯絡詳情

價格附表

完整查核附表

資料附表

不合謀投標確認書

第3丙部分 — 其他招標文件

釋義（補充）

招標條款（補充）

~~夾附於本投標表格內（如有）。~~

日期：二〇二〇年七月十五日

政府代表

第 4 部分 — 應約履行

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／姓名 :

獲授權簽署人姓名及職位（如適用） :

日期 :

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：二〇 _____ 年 _____ 月 _____ 日

簽署人：

見證人：

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INTERPRETATION

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

“AFCD”	means the Agriculture, Fisheries and Conservation Department;
“Commencement Date”	means 1 October 2020, or such other date as may be specified in writing / in the Letter of Conditional Acceptance by the Government Representative;
“Companies Ordinance (Cap. 622)”	means Chapter 622 of the Laws of Hong Kong and includes the predecessor Companies Ordinance which has the meaning assigned to it in Section 2 of the Companies Ordinance (Cap. 622).
“Contract”	means the contract between the Contractor and the Government for the provision of the Services subject insofar as they are applicable to the terms and conditions contained in – <ul style="list-style-type: none"> (a) this Interpretation; (b) the Terms of Tender; (c) the General and Special Conditions of Contract; (d) the Offer to be Bound; (e) the Memorandum of Acceptance as signed on behalf of the Government; and the attachments to any of the above.
“Contract Deposit”	means the deposit as referred to in Clause 16 of the Terms of Tender in Part 1 and Clause 19 of the General Conditions of Contract in Part 2;
“Contract Manager”	means the person appointed by the Contractor whose responsibilities are particularly stipulated in Clause 1 of the Special Conditions of Contract in Part 3 ;
“Contract Period”	means the period of the Contract and any extension thereof as described in Clause 1 of the General Conditions of Contract in Part 2;
“Contractor”	means the Tenderer whose tender for the Contract has been accepted by the Government and includes its personal representatives, successors and permitted assignees;
“Contractor’s Employees” or “Employees”	means all workers employed or to be employed by the Contract and/or the sub-contractor to work under the Contract, and for the present purpose, including the Contract Manager, General Laboratory Services Assistant (Supervisor), and General Laboratory Services Assistant;
“Demerit Point” or “Demerit Points”	means the demerit point attracted due to issue of notices of default for breaches of contractual obligations under an Employment Contract in respect

of:

- a) wages;
- b) holiday pay payable to the Employees having been employed under a continuous contract for not less than one month;
- c) wages at a rate at least 150% for the Employees 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 the employees employed for the performance of the Employment Contract if the employment period exceeds seven (7) days;
- f) payment of wages by means of autopay to the Employees for the performance of the Employment Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned); and
- g) gratuity payable to the Employees with no less than one year of service under a continuous contract.

For each Notice of Default issued, it attracts one demerit point. The demerit points given to a contractor will be taken into account by the Government in tender evaluation of the contractor's future bids for all Government service contracts that rely heavily on the deployment of the Employees as defined by the Government;

"Employment Contract"	means a non-works service contract of the Government that rely heavily on the deployment of Employees, and for the purpose of this Invitation of Tender, include this Contract;
"Facilities"	means all the facilities in Veterinary Laboratory Division;
"General Holiday"	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
"General Laboratory Services Assistant"	means any one or more of the assistant deployed by the Contractor for performing the laboratory cleansing and general assistance services under the Special Conditions of Contract in Part 3;
"General Laboratory Services Assistant (Supervisor)"	means one of the assistant appointed by the Contractor as the Supervisor for performing the supervisory duties under the Special Conditions of Contract in Part 3.
"Government Property"	means the tools, equipment, furniture and all other materials owned by the Government;
"Government Representative"	means the Director of Agriculture, Fisheries and Conservation of the Government or any officer from time to time authorised to act on his behalf for the purposes of the Contract;

“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to in Clause 14(c) of the Terms of Tender in Part 1;
“Monthly Fee”	means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 12 of the General Conditions of Contract in Part 2 subject to and after any deductions in respect of that month;
“Monthly Rate”	means the monthly rate for calculating remuneration for the Services (including the wages, allowances and gratuity, if applicable) as set out in Annex B of the General Conditions of Contract in Part 2 chargeable by the Contractor to the Government for the provision of the Services before deductions, calculated with reference to the information in Annex A to the General Conditions of Contract in Part 2 duly provided and submitted by the Contractor”;
“Notice of Default”	means a notice issued under Clause 8 of the General Conditions of Contract in Part 2;
“Person”	includes any individual, corporation, firm and unincorporated body;
“Relevant Offences”	means the offences as defined in Clause 3(c) of the Terms of Tender in Part 1;
“Services”	means the provision of Laboratory Cleansing and General Assistance Services at the Facilities and includes all other obligations, tasks and duties ancillary or incidental thereto in accordance with “Service Specifications” in Clause 2 of the Special Conditions of Contract in Part 3 and subject to all the terms and conditions of the Contract;
“Standard Employment Contracts”	<p>means the written employment contracts to be entered into between the Contractor and the Contractor’s Employees and, where applicable, the written employment contracts to be entered into between the sub-contractor and its employees, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks:</p> <p><http://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html under 標準僱傭合約 (File name: Standard_Employment_Contract_Chi_Rev2019.=10.11)> for Chinese version or</p> <p><http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html under Standard Employment Contract (File name:Standard_Employment_Contract_Eng_Rev2019.10.11)></p>
“Statutory Minimum Wage” or “SMW”	means the hourly wage rate as specified in Schedule 3 to the Minimum Wage Ordinance (Cap. 608);
“Statement of Convictions”	means the Statement of Convictions in respect of the

Relevant Offence in Appendix A to the Terms of Tender in Part 1;

“Tender Closing Date”	means the latest date by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 11(b) of the Terms of Tender in Part 1;
“Tender Document”	means the documents as specified in Clause 1 of the Terms of Tender in Part 1 and any addendum issued under Clause 33 of the Terms of Tender in Part 1;
“Tender Validity Period”	means the period of time mentioned in Clause 18 of the Terms of Tender in Part 1 during which a tender is to remain open;
“Tenderer”	means a tenderer who has submitted a tender in response to this invitation;
“Total Estimated Contract Value”	means the amount quoted as such by the Contractor in Appendix G – Price Proposal as the estimated total amount of payment for the provision of the Services, to be payable by the Government to the Contractor by way of Monthly Fee in accordance with the provisions of the Contract;
“VLD”	means Veterinary Laboratory Division including Tai Lung Veterinary Laboratory (TLVL) and Sheung Shui Branch Laboratory (SSBL) at Sheung Shui Slaughter House;
“Working Hours”	means the hours mentioned in Clause 2(b) Service Specifications of Special Conditions of Contract in Part 3.

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; reference to any person shall include references to individual, firm, public body, body corporate or unincorporated (whenever established or incorporated).
3. Section, part or clause headings to any provision, schedule, annex, appendix and other attachments of this Tender Document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Document.
4. Where in any part of the Tender Document reference is made to a part, clause, sub-clause, schedule, annex, appendix or attachment by number or letter, such reference, unless expressly stipulated otherwise, shall be construed as a reference to the clause, sub-clause, schedule, annex, appendix or attachment of that number or letter contained in that part of the Tender Document.
5. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
6. Reference to time and dates in the Tender Document shall be construed as Hong Kong time and dates.
7. Reference to a day refers to a calendar day; reference to a working day means any day including Saturdays and General Holidays; reference to a month or a monthly period refers to a calendar month.

8. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
9. Where a word or expression is defined in the Tender Document, the meaning of such word or expression extend to its grammatical variations and cognate expressions as used in the Tender Document; and any reference to and the definition of any document shall be deemed to be a reference to such document (including any schedules and/or appendices thereto) as from time to time amended, supplemented, modified, novated or replaced (in whole or in part), but disregarding any amendment, supplement, variation or replacement taking place in breach of the terms of such document.
10. Any word or expression to which a specific meaning has been attached in any part of any of the Tender Document shall bear such meaning whenever it may appear in the same or other parts of the Tender Document.
11. Unless otherwise provided, all payments should be made in Hong Kong currency.

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**Provision of Laboratory Cleansing and General Assistance Services for Veterinary Laboratory
Division (VLD)**

**PART 1
TERMS OF TENDER**

1. Tender Documents

- (a) The Tender Documents, identified as Tender Ref. AFCD/VLD/01/20, comprise the following documents: -
 - (i) Lodging of Tender;
 - (ii) Interpretation;
 - (iii) PART 1 – Terms of Tender with Appendices A to K;
 - (iv) PART 2 – General Conditions of Contract with Annex A & B;
 - (v) PART 3 – Special Conditions of Contract;
 - (vi) PART 4 – Offer to be Bound; and
 - (vii) PART 5 – Memorandum of Acceptance.
- (b) The definitions and rules of interpretation as provided for in Sheets 1 to 5 shall apply to the whole set of the Tender Documents and the Contract unless the context provides otherwise.

2. Invitation to Tender

- (a) Tenders are invited for the provision of the services to the Government at the facilities on such terms and conditions as set out in the Terms of Tender, the General Conditions of Contract and Special Conditions of Contract.
- (b) A Tenderer shall read the Tender Documents carefully prior to submitting a Tender. A Tenderer shall ensure that it understands all requirements of the Tender Documents.
- (c) A Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- (d) Information, statistics, forecasts and estimated requirement of the Services set out in the

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Tender Documents are provided for reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government's actual requirements of the Services may vary depending on the actual need of AFCD and the successful Tenderer must accept any increase or decrease of the stated estimates.

- (e) By submitting a Tender, a Tenderer will be regarded to have agreed to all terms and conditions set out in the Tender Documents.

3. Essential Requirements and Information to be submitted

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

(a) Certifications

Tenders must have all valid certifications stated below to maintain an effective and efficient management system which shall demonstrate a commitment to quality in accordance with the standard in VLD.

- (i) ISO9001/ ISO9002 Quality Management System Certification or equivalent;
- (ii) ISO14001 Environmental Management System Certification or equivalent; and
- (iii) OHSAS 18001 Occupational Health and Safety Management System Certification or equivalent.

(b) Sub-contracting of Services

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

(c) Past Convictions

A Tenderer who is convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as "**Relevant Offences**") is debarred from tendering for this Contract for a period of 5 years from the date of the Tenderer's last conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism referred to in Clause 3(c)(ix) below ("**Debarment Period**") –

- (i) any offence under the Employment Ordinance (Cap. 57) or the Employees'

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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);
- (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).
- (vi) Subject to Clause 3(c)(ix), any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.
- (vii) 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.
- (viii) 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 during the five-year period immediately preceding the Tender Closing Date.

- (ix) The five-year Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the established review mechanism on the date immediately before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period of 5 years from the date of that subsequent conviction. For details of the review mechanism, please visit the homepage of

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the Treasury Branch of the Financial Services and the Treasury Bureau at
<http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm>

- (x) The Tenderer shall submit as part of the Tender the Statement of Convictions setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of 5 years immediately preceding the Tender Closing Date. The Statement of Convictions shall be submitted in respect of:
 - (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.
- (xi) 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.
- (xii) 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.
- (xiii) Notwithstanding Clause 3(c), 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).
- (d) Demerit Points
 - (i) If a Tenderer has accumulated three Demerit Points over a rolling period of 24 months, it shall be debarred from tendering for this Contract for a period of five years from the date on which the third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.
 - (ii) Demerit Points under appeal will still be counted for the purpose of debarment.

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4. Wages Requirements

(i) The proposed monthly wage for each of the General Laboratory Services Assistant to be deployed for performing the Services **shall not be less than** the overall average monthly salary under the category General worker in Miscellaneous non-production workers sections published in the Quarterly Report of Wage and Payroll Statistics by the Census and Statistics Department in the edition for the time being in force (e.g. [March 2020] Edition which is HK\$13,031 on the basis of 8 working hours per day and 25 days per month) which can be downloaded from the link: <https://www.censtatd.gov.hk/hkstat/sub/sp210.jsp?productCode=B1050009> . Any tender which fails to comply with this requirement will be disqualified.

(ii) During the Contract Period, the monthly wage payable to each employee shall not be less than the monthly wage committed by the supplier; or any adjusted wage level brought about by future revisions of the statutory minimum wage, whichever is the higher.

(iii) The Contractor shall, in accordance with the Minimum Wage Ordinance and new Standard Employment Contract, provide their employee(s) with one paid rest day for every period of 7 days, irrespective of the number of working days in the seven-day period.

(iv) The proposed monthly wages for General Laboratory Service Assistant (Supervisor) must be at least 30 % higher than that of General Laboratory Service Assistant due to higher responsibility and more complicated task.

(v) A Tenderer must submit with its tender the proposed monthly wage for employee(s) employed (as set out in Annex B in the General Conditions of Contract hereto)

5. Appointment of the Contract Manager

Prior to the Commencement Date, the Contractor shall appoint, subject to the Government Representatives' approval, and deploy throughout the Contract Period a Contract Manager to oversee the matters in regard to the Services provided to AFCD. The Contract Manager's responsibilities are specified in Clause 14 of Part 2 General Conditions of Contract and Clause 1 of Part 3 Special Conditions of Contract.

6. Work Plan

A Tenderer must submit with its tender a Work Plan (as set out in Appendix C hereto) and shall incorporate information outlined in Appendix J "Marking Scheme and Assessment Criteria" under Stage 3 – Technical Assessment (See Notes 2 and 5).

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7. Organization, Supervision and Contingency Plan

A Tenderer must submit with its tender the Organization, Supervision and Contingency Plan (as set out in Appendix D hereto) that shall incorporate information outlined in Appendix J "Marking Scheme and Assessment Criteria" under Stage 3 – Technical Assessment (See Notes 3, 4 and 5).

8. Innovative Suggestions

A Tenderer shall provide innovative ideas / proposals in terms of creating or bringing about any total positive values include social, environmental, economy, effectiveness and efficiency (as set out in Appendix E hereto) that shall incorporate information outlined in Appendix J "Marking Scheme and Assessment Criteria" under Stage 3 – Technical Assessment (See Notes 6).

9. Experience, Certification and Qualification

The Tenderer shall provide and attach with Appendix F full details of the Tenderer's and the key Employee's experience including the Contract Manager and the General Laboratory Services Assistant (Supervisor)'s experiences in the provision of the laboratory cleansing and general assistance services or related experience, and shall incorporate information outlined in Appendix J "Marking Scheme and Assessment Criteria" under Stage 3 – Technical Assessment (See Note 7 and 8).

A Tenderer must submit with its tender valid and relevant ISO and OHSAS certifications (as set out in Appendix F hereto) that shall incorporate information outlined in Appendix J "Marking Scheme and Assessment Criteria" under Stage 3 – Technical Assessment (See Notes 9).

10. Tender Preparation

- (a) Tenders and accompanying documents must be completed in English or Chinese and in ink or typescript, duly signed and stamped with company chop as appropriate.
- (b) Tenderers must complete the following documents and all necessary information including documentary evidence which are necessary for Tender evaluation and submit all of the following documents in **triplicate and in the manner set out in sub-clause (e) to (h) below:**

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- (1) PART 1 – Appendix A – Tenderer's Information and Statement of Conviction;
- (2) PART 1 – Appendix B – Supporting Documents to be submitted by the Tenderer;
- (3) PART 1 – Appendix C – Work Plan;
- (4) PART 1 – Appendix D – Organization, Supervision and Contingency Plan;
- (5) PART 1 – Appendix E - Innovative suggestions
- (6) PART 1 – Appendix F – Experience, Qualification and Certification
- (7) PART 1 – Appendix G – Price Proposal
- (8) PART 1 – Appendix K – Non-collusive Tendering Certificate
- (9) PART 2 – Annex B of Part 2 of the General Conditions of Contract – Staffing Schedule and Monthly Wage
- (10) PART 4 – Offer to be Bound duly signed by the Tenderer

(c) **Failure to submit any document in sub-clause (b) 1, 3, 4, 5, 6, 7, 8, 9 & 10 above on or before the Tender Closing Date shall render the tender invalid and the tender will not be considered further.** Failure to submit other documents in sub-clause (b) by the Tender Closing Date may render the tender not to be considered any further at the discretion of the Government.

(d) When completing the Tender Form, Tenderers shall ensure that:

- (i) the name of the Tenderer must be the same as the name shown on the Certificate of Incorporation when the company is incorporated under the Companies Ordinance (Cap. 622) or the Certificate of Change of Name (if any) or other similar ordinance elsewhere; and
- (ii) all the forms are duly signed by the Tenderer (in the case of a sole proprietorship) or a partner of the Tenderer (in the case of a partnership) or the Tenderer's authorized person or persons for and on behalf of the Tenderer (in the case of an incorporated company).

(e) A two-envelope system has been adopted in this tender exercise. Under this system, the Tenderer shall submit its technical information ("Technical Proposal") and price information ("Price Proposal") in **two separate envelopes**. The compositions of the Technical and Price Proposals are as follows:

- (i) Technical Proposal

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The Technical Proposal shall comprise the following documents and information:

- (1) PART 1 – Appendix A – Tenderer's Information and Statement of Conviction;
- (2) PART 1 – Appendix B – Supporting Documents to be submitted by the Tenderer;
- (3) PART 1 – Appendix C – Work Plan;
- (4) PART 1 – Appendix D – Organization, Supervision and Contingency Plan;
- (5) PART 1 – Appendix E - Innovative suggestions
- (6) PART 1 – Appendix F – Experience, Qualification and Certification
- (7) PART 1 – Appendix K – Non-collusive Tendering Certificate
- (8) PART 2 – Annex B of Part 2 of the General Conditions of Contract — Staffing Schedule and Monthly Wage
- (9) PART 4 – Offer to be Bound duly signed by the Tenderer

(ii) Price Proposal

The Price Proposal shall comprise the duly completed Appendix G of Part I. Each Tenderer shall ensure that information provided in Appendix G is **not** included in the Technical Proposal. The Tenderer should only include price quotations requested in the Price Schedule but not other price quotations not requested. If a Tenderer which has in contravention of this requirement submitted price quotations not requested in the Price Schedule, the Government reserves the power to disqualify the Tenderer concerned. Even if the Tenderer has not been disqualified, unless otherwise accepted by the Government on a case by case basis, the unsolicited price quotations will be ignored and will not form part of the Contract regardless of whether or not they are found in the copies of the Appendixes forming part of the Contract.

- (f) Three (3) sets of hard copies (one original and two photocopies) of the Technical Proposal shall be submitted in a separately sealed plain envelope. The envelope shall be marked with Tender Reference "AFCD/VLD/01/20" and "Tender for Laboratory Cleansing and General Assistance Services for VLD (**Technical Proposal**)" on the outside of the envelope or package.
- (g) Three (3) sets of hard copies (one original and two photocopies) of the Price Proposal shall be submitted in a separately sealed plain envelope. The envelope shall be marked with Tender Reference "AFCD/VLD/01/20" and "Tender for Laboratory Cleansing and General Assistance Services for VLD (**Price Proposal**)" on the outside of the envelope.
- (h) The Technical Proposal and the Price Proposal envelopes as described in sub-clause (f) and (g) above shall then be enclosed in one (1) sealed plain envelope marked with Tender Reference "AFCD/VLD/01/20" and "Tender for Laboratory Cleansing and

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General Assistance Services for VLD". The envelope must not bear any indication which may relate them to a particular Tenderer.

11. Submission of Tender

- (a) A tender to be submitted in response to this invitation to tender shall be submitted in **the manner in accordance with Clause 10** with all necessary information including documentary evidence necessary for tender evaluation and addressed to the Chairman, Tender Opening Committee, and be deposited in the Government Logistics Department Tender Box situated at the lift lobby on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before the **Tender Closing Date**. **Late tenders WILL NOT BE CONSIDERED.**
- (b) If a black rainstorm warning signal is issued or tropical cyclone signal No.8 or above is in effect for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Tender Closing Date, the closing time of this tender will be extended to 12:00 noon (Hong Kong time) on the next working day (excluding Saturday) after the black rainstorm warning signal or tropical cyclone signal No.8 or above is cancelled. In case of blockage or under any territory-wide extreme conditions such as serious disruption of public transport services, extensive flooding, major landslides or large scale power outage which will cause blockage of public access to the location of the relevant office / tender board, the Government will announce the extended 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>).
- (c) No modification to the terms set out in the Tender Document may be submitted or proposed by a Tenderer. Any modifications proposed or submitted by a Tenderer in contravention of this requirement will be ignored and will not be treated as part of its tender. Any appendices/annexes to the Terms of Tender and Contract Schedules issued with this invitation to tender must not be altered by the Tenderer.
- (d) Figures submitted by the Tenderer shall not be altered or erased. Any alteration to the figures in a Tenderer's proposal shall be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments

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shall be initialed by the Tenderer in ink.

- (e) Each Tenderer may only submit **ONE** tender.

12. Anti-collusion

- (a) The Tenderer must ensure that the tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to in sub-clause (b) below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Appendix K) as part of its tender.
- (c) In the event that the Tenderer is in breach of any of the representations and/or warranties in sub-clause (a) above or in the Non-collusive Tendering Certificate submitted by it under sub-clause (b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government: -
 - (i) reject the tender;
 - (ii) if the Government has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- (d) By submitting a tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (a) above or in the Non-collusive Tendering Certificate submitted by it under sub-clause (b) above.
- (e) Any breach of any of the representations and/or warranties in sub-clause (a) above or in

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the Non-collusive Tendering Certificate submitted by it under sub-clause (b) above may prejudice the Tenderer's future standing as a Government contractor or service provider.

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

13. Assessment of Tenders

- (a) All tenders will be checked against the essential requirements stipulated in Clause 3 of the Terms of Tender. Tenders that fail to meet ANY of the essential requirements will not be further processed for evaluation. Only those conforming to ALL the essential requirements will be further evaluated.
- (b) Only tenders that have been found to have complied with all the essential requirements will be further evaluated for the individual criteria by means of Marking Scheme and Assessment Criteria detailed in Appendix J.
- (c) A two-envelope approach with a technical to price weighing of 70:30 will be adopted for tender evaluation whereby price assessment of the Total Estimated Contract Value submitted by the Tenderer in Appendix G (Price Proposal) will be conducted only after technical assessment.
- (d) Subject to the other provisions of the Tender Document, if two or more Tenders achieve the same highest combined technical and price score, the Government will normally award the Contract to the Tenderer whose Tender obtains the highest technical score.

14. Basis of Acceptance and Award of Contract

- (a) Tenders will be considered on an overall basis. A tender with only partial or incomplete offers will NOT BE CONSIDERED further.
- (b) The Government is not bound to accept the tender with the lowest Total Estimated Contract Value or any tender or to give any reasons for doing so.
- (c) The successful Tenderer will receive a Letter of Conditional Acceptance from the Government notifying it the Government's conditional acceptance of its tender, subject to delivery to the Government of the Contract Deposit pursuant to Clause 16 of the Terms of Tender and fulfillment of any other conditions as the Government may specify

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therein.

- (d) Upon and subject to the successful Tenderer having duly complied with Clause 16 of the Terms of Tender and such other conditions as may be specified in the Letter of Conditional Acceptance by the date of the Letter of Conditional Acceptance; and subject always to the successful Tenderer not being not being debarred up to the date of the Letter of Conditional Acceptance due to conviction of any of the Relevant Offences in Clause 3(c) or accumulation of three or more Demerit Points in Clause 3(d). 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 Conditional Acceptance by the Government.
- (e) If the successful Tenderer who receives the Letter of Conditional Acceptance fails to deliver the Contract Deposit in accordance with Clause 16 of the Terms of Tender or fulfill such other conditions as may be stipulated in the Letter of Conditional Acceptance by the date of the Letter of Conditional Acceptance, or if the successful Tenderer, though having delivered the Contract Deposit and fulfilled all other conditions stipulated in the Letter of Conditional Acceptance, has obtained any conviction or Demerit Points as described in sub-clause (d) above, the Letter of Conditional Acceptance issued to the Tenderer shall lapse and be of no effect and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.
- (f) Tenderers who do not receive any notification within the Tender Validity Period shall assume that their tenders have not been accepted.

15. Prices Tendered

- (a) Tenderers shall ensure that the prices quoted in its tenders are accurate before submitting its tender. Under no circumstances shall the Government be obliged to accept any request price adjustment on grounds that a mistake has been made in the price quoted.
- (b) All prices quoted in the Tender shall be in Hong Kong dollars and, if accepted by the Government, shall remain valid and binding throughout the Contract Period. Such

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prices shall be net and where applicable, shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor. No request for price variation will be considered. Prices quoted in other currencies will render the tender invalid.

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

16. Contract Deposit

- (a) If the Total Estimated Contract Value exceeds HK\$1.4 million but does not exceed HK\$15 million, the successful Tenderer shall deposit with the Government a Contract Deposit of an amount equivalent to two percent (2%) of the Total Estimated Contract Value as security for the due and faithful performance of the Contract by the successful Tenderer.
- (b) The Tenderer shall within fourteen (14) days from the date of the Letter of Conditional Acceptance deliver to the Government the Contract Deposit either in cash or in the form of a banker's guarantee in the form attached at Appendix H issued by a bank holding a valid banking licence under the Banking Ordinance (Cap.155). A banker's guarantee for the purpose of this Clause must comply with the requirements as provided in Clause 19 of the General Conditions of Contract.
- (c) If a Tenderer elects to provide a banker's guarantee,
 - (i) the Tenderer shall submit an original letter from a licensed bank within the meaning of the Banking Ordinance (Cap.155) confirming that it will provide to the Government within the time specified in sub-clause (b) above a banker's guarantee in the format set out in Appendix H;
 - (ii) the banker's guarantee duly executed shall be submitted to the Government in accordance with sub-clause (b) above;
 - (iii) the banker's guarantee must remain in force from the Commencement Date until

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six (6) months after the expiry of the Contract or the date upon which all of the Contractor's obligations and liabilities shall have been performed and discharged by the Contractor to the satisfaction of the Government, whichever is the later.

- (d) A Tenderer is required to elect the method of providing a Contract Deposit in Section 4 of Appendix A to the Terms of Tender. In the event that a Tenderer fails to elect the method of providing a Contract Deposit in Section 3 of Appendix A, it will be assumed that the successful Tenderer will pay the Contract Deposit by way of cash in accordance with Clause 19 of the General Conditions of Contract.
- (e) Due payment of the Contract Deposit is a condition precedent to the award of the Contract. If the successful Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in sub-clause (c) above, any Letter of Conditional Acceptance issued to the Tenderer shall lapse and 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.

17. Tenderer's Response to the Government's Enquiries

- (a) In the event that the Government determines that clarification of any tender is necessary, it will advise the Tenderer accordingly indicating whether the Tenderer should provide any clarification or further information relating to its tender. Each Tenderer shall thereafter within five (5) working days after the date of the Government's request or such other period as specified in the request submit the requested clarification or further information. Tenders may not be considered if complete information is not provided as required. As an alternative to seeking clarification or further information or document, the Government may not consider the Tender further or may proceed to evaluate the Tender on an "as is" basis.
- (b) The document and information not covered by Clause 17(a) are:
 - (i) Offer to be Bound; and
 - (ii) The Price Proposal in Appendix G.
- (c) The Government will not consider any clarification or information submitted by a Tenderer (whether or not submitted at the request of the Government) if the Government

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considers that such clarification or information would alter the Tenderer's Tender in substance or give the Tenderer an advantage over other Tenderers.

18. Tender to Remain Open

- (a) Tenders submitted shall remain valid and open for acceptance by the Government on these terms for not less than one hundred and eighty (180) days after the Tender Closing Date. If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender will be one hundred and eighty (180) days after the Tender Closing Date.
- (b) If before expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action and this may prejudice its future standing as a Government contractor.

19. Offer to be Bound

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

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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.

20. Documents of Unsuccessful Tenderers

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

21. Cost of Tender

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.

22. Undisclosed Agency

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

23. Personal Data Provided

- (a) The personal data of any individual contained in the Tender submitted by a Tenderer will be used for the purposes of this invitation to tender, and all other purposes arising from or incidental to this invitation to tender including without limitation for the purposes of tender evaluation, contract award, and resolution of any dispute arising from this invitation to tender.
- (b) By submitting a tender, a Tenderer is regarded to have agreed to, and to have obtained

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from each individual referred to in (a) above his consent for the disclosure to and use and further disclosure by the Government of the personal data contained in the tender submitted by the Tenderer for the purposes set out in (a).

- (c) The individual to whom the personal data belongs and a person authorized by him have the right to access and make correction with respect to personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the individual's personal data provided in a tender.
- (d) Enquiries concerning the personal data collected by means of the tender, including the making of access and corrections, shall be addressed to the Personal Data Privacy Officer (Deputy Secretary (General)) of the AFCD.

24. Offering Gratuities

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

25. New Information Relevant to Qualified Status

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

26. Consent to Disclosure

The Government shall have the right to disclose, without further reference or notice to the successful Tenderer, whenever the Government considers appropriate or upon request (written or otherwise) by any third party information on the awarded Contract, including the name and address of the successful Tenderer, description of the Services, wages

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levels and working conditions for the successful Tenderer's employees including those of its agents, and the Total Estimated Contract Value and information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligation under the Contract. In submitting a bid, each Tenderer irrevocably and unconditionally authorizes the Government to make and consents to the Government making any of the disclosure aforesaid. Furthermore, the Government shall have the right to require the successful Tenderer to display wage level and working conditions, including working hours, of its employees, ensuring that their employees (which shall also include those of the successful Tenderer's agents) are being informed of such. The mode of display shall be such as may be specified by the Government from time to time.

27. Contractor's Performance Monitoring

Tenderers are advised that should they be awarded the Contract, their performance of the Services under the Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that the successful Tenderer may submit in future. Contractors found to be in breach of their statutory or contractual obligations may be disqualified from participation in future tenders, depending upon the seriousness and/or number of breaches and its relevancy to the Tender submitted. A tender may be rejected if by the Tender Closing Date, the Tenderer is under suspension from tendering for government tenders.

28. Cancellation of Tender

- (a) Notwithstanding anything in to the contrary these Tender Documents, if it is in the public interests to do so, the Government reserves the right to cancel this Invitation to Tender, and abstain from making any award of the Contract.
- (b) Upon cancellation of this invitation to tender, if and when it considers fit, the Government reserves the right to re-issue the invitation to tender (on such terms and conditions as it considers fit), or directly appoint another contractor or contractors to take up the Services (through whatsoever and howsoever means), or to itself undertake the Services internally within the Government.

29. Environmental Friendly Measures

The following environmental friendly measures are recommended in the preparation of

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the tender documents:

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

30. Tenderer's Enquiries

- (a) Before the Tender Closing Date, any enquiries concerning the service specification and requirement, please contact Ms. Aries LAI (Fax No.: 2461 8421 / Tel. No.: 2672 4544) / Mr. Samuel LO (Fax No.: 2461 8421, Tel: 2671 8339). For enquiries concerning the lodging / completion of this Tender Document, please contact Mr. Henry Law at Tel. No.: 2150 6745.
- (b) Tenderers shall note that after the Tender Closing Date and before the award of the Contract, they shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Document or their submitted tenders. Any Tenderer who fails to observe this requirement may render its tender being disqualified. The Government reserves the sole right to initiate any contact with Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- (c) Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in these Terms of Tender or the Conditions of Contract.

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31. Tenderer's Commitment

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

32. Tender Briefing Session

In order to have a clear understanding of the Contract and the Services before submitting offers, all Tenderers who wish to submit a bid in this Tender are strongly recommended to deploy staff at supervisory level to attend a Tender Briefing on **31 July 2020 at 2.30p.m.** at Tai Lung Veterinary Laboratory. Tenderers who would like to attend the briefing session shall complete the reply slip attached at **Appendix I** to the Terms of Tender and send back to register (either via email: aries_sy_lung_lai@afcd.gov.hk or fax (852) 2461 8421 on or before 30 July 2020. Each Tenderer may nominate not more than two representatives to attend the tender briefing session.

33. Addendum

The Government reserves the right to clarify, amplify or amend this tender at any time prior to the Tender Closing Date. Should the Government require any amendments, clarifications or adjustments to be made to the Tender Documents for the purpose of this tender exercise, the Government will issue to every prospective Tenderer who has registered with the Government when obtaining copies of the Tender Documents, numbered addendum 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.

34. The Attachments

- (a) Tenderers shall study all attachments to the Tender Documents (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting their

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

- (b) Any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in the Terms of Tender, Conditions of Contract, Service Specifications or the Schedules (including all annexes and appendices).

35. Negotiation

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

36. 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 Director of Agriculture, Fisheries and Conservation of the Government who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within 3 months after the award of Contract.

37. Exclusion

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

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- (i) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Tender Closing Date or an order is made or a resolution is passed for the winding up of the Tenderer;
 - (ii) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
 - (iii) a claim is made alleging or the Government has grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringe or will infringe any Intellectual Property Rights of any person;
 - (iv) the Tenderer has made significant or persistent breaches or deficiencies in the performance of any substantive requirement or obligation under any Government or other contracts;
 - (v) the Tenderer has been convicted of a serious crime or offence;
 - (vi) the Government has grounds to believe that the Tenderer is guilty of professional misconduct that adversely reflect on the commercial integrity of the Tenderer;
 - (vii) the Tenderer has failed to pay taxes to the Government; or
 - (viii) the Tenderer has attempted to limit or avoid its responsibility in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Tenderer/Contractor under the Contract in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of the Tender.
- (b) For the purposes of sub-clause (a), each Tenderer must 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 that 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:

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- (i) details of any petition or proceeding mentioned in sub-clause (a)(i) above;
- (ii) details of conviction of the Tenderer in Hong Kong or any overseas jurisdictions in respect of (i) serious offences; and (ii) other crimes or 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 award;
- (iii) details of all infringement claims as mentioned in sub-clause (a)(iii) above; and
- (iv) details of all breaches or performance deficiencies of the Tenderer or a related person as mentioned in sub-clause (a)(iv) above.

If none of the events as mentioned in Clause (a)(i) to (a)(viii) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing Section 4 of Appendix A at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Clause (c) below.

- (c) In addition to the information mentioned in sub-clause (b), the Government reserves the right to request from a Tenderer and take into account all information about:
 - (i) the Tenderer itself;
 - (ii) any of the directors or management staff of the Tenderer who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer; and
 - (iii) any of the related persons of the Tenderer and of any directors and management staff of the related persons who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer,

to facilitate the Government's determination as to whether to exercise its right of disqualification under sub-clause (a).
- (d) If the Tenderer fails to comply with the request made by the Government pursuant to sub-clause (c) above within such time as required by the Government or has otherwise submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer.
- (e) In providing the information required under sub-clauses (b) and (c) above, the Tenderer may show cause to satisfy the Government that the petition, proceedings, conviction record, infringement claim, breach or performance deficiency, or professional misconduct does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract.
- (f) If the Tenderer is a company, the expression "related person" of the Tenderer includes any one of the following:

Tender Reference: AFCD/VLD/01/20

- (i) a shareholder (corporate or individual) which directly or indirectly owns 50 percent or more of the issued share capital of the Tenderer ("majority shareholder");
- (ii) a holding company or a subsidiary of the Tenderer;
- (iii) a holding company or a subsidiary of a majority shareholder of the Tenderer;
- (iv) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly owns 50 percent or more of its issued share capital or controls the composition of its board of directors.

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

- (g) If the Tenderer is a sole proprietor or partnership, the expression "related person" includes any one of the following:
 - (i) any partner of the Tenderer (if it is a partnership);
 - (ii) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child will 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;
 - (iii) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns 50 percent or more of its issued share capital or controls the composition of its board of directors.
- (h) References to related persons, directors and management staff of the Tenderer or of a related person include persons who were in such capacity at the time of the incident referred to in sub-clause (a)(iv), (a)(v), (a)(vi), (a)(vii) or sub-clause (b)(ii).

Tenderer's Information and Statement of Conviction**Section 1 – Tenderer's Portfolio**

1. Name of Tenderer (in English) : _____
(in Chinese) : _____
2. Scope of Business : _____
3. Registered Office
(a) Address : _____

(b) Telephone Number : _____ (c) Fax Number : _____
4. Number of employee : _____
5. Year of Establishment : _____
6. Business status of Tenderer : _____
(e.g. company/partnership/sole proprietorship)
(a) If a subsidiary, name(s), place(s) and date(s) of incorporation of its immediate and ultimate holding company : _____

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

	<u>Name</u>	<u>Residential Address</u>
(a) Managing Director		
(b) Partners		
(c) Sole Proprietor		
8. Contact Person(s) (in the event of any queries relating to the tender offer)
(a) Name _____ (b) Telephone Number _____

Signature of Authorized

Person to sign Tender

Name of Authorized Person
in Block Letter

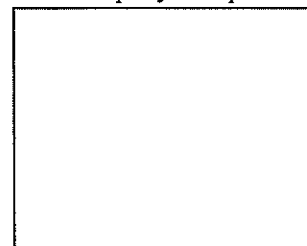
Name of Tenderer

Tel. No. / Fax. No.

Date

Terms of Tender

Company Chop :



Tender Ref.: AFCD/VLD/01/20

Appendix A**Tenderer's Information and Statement of Conviction****Section 1 – Tenderer's Portfolio**

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.

Note 2: Documentary evidence showing that the tenderer is exempted from business registration under the Business
Registration Ordinance (BRO) (Chapter 310) shall be submitted if the tenderer is an unincorporated body.

Signature of Authorized
Person to sign Tender : _____

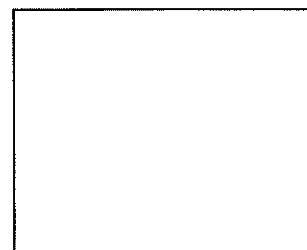
Name of Authorized Person in
Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Company Chop :



Terms of Tender

Tender Ref.: AFCD/VLD/01/20

Appendix A**Tenderer's Information and Statement of Conviction****Section 2 –Statement of Conviction**

[Please refer to Clause 3(c) 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 Clause 3(c) of the Terms of Tender) for a period of 5 years immediately preceding the Tender Closing Date:

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

Yes/No* (*Please delete as appropriate)

If yes, please complete the following table –

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

(Use separate sheets if required)

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

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 our conviction records in respect of the Relevant Offences to the Agriculture, Fisheries and Conservation Department for the purposes of assessment of our Tender under this tender exercise and subsequent management of the Contract.

Tender Ref.: AFCD/VLD/01/20

Signature of Authorized

Person to sign Tender

:

Company Chop :

Name of Authorized Person
in Block Letter

:

Name of Tenderer

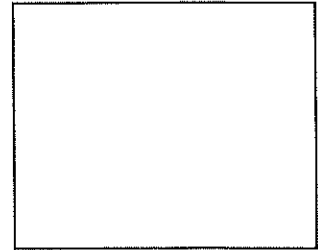
:

Tel. No. / Fax. No.

:

Date

:



Tender Ref.: AFCD/VLD/01/20

Appendix A

Tenderer's Information and Statement of Conviction

Section 3 – Election of method of payment of Contract Deposit

[Please refer to Clause 16 of the Terms of Tender and Clause 19 of the General Conditions of Contract.]

In accordance with Clause 16 of Terms of Tender, I/we, elect to furnish the Contract Deposit by : -

- * (i) cash,
- * (ii) a banker's guarantee.

* *Delete as appropriate.*

Signature of Authorized
Person to sign Tender

:

Company Chop :

Name of Authorized Person
in Block Letter

:

Name of Tenderer

:

Tel. No. / Fax. No.

:

Date

:

Terms of Tender

Tenderer's Information and Statement of Conviction

Section 4 – Information required under Clause 37 of the Terms of Tender:

[Please refer to Clause 37 of the Terms of Tender.]

- * (a) I/We confirm that none of the events as mentioned in Clause 37(a)(i) to 37(a)(viii) of the Terms of Tender has ever occurred.
- * (b) I/We confirm that the following event(s) as mentioned in Clause 37(a)(i) to 37(a)(viii) of the Terms of Tender has occurred:

Date	Details of the Event

Signature of Authorized
Person to sign Tender

:

Company Chop :

Name of Authorized Person
in Block Letter

:

Name of Tenderer

:

Tel. No. / Fax. No.

:

Date

:

Terms of Tender

Supporting Documents to be submitted by the Tenderer

[Please refer to Clause 3 of the Terms of Tender & Appendix A to 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 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.
- ☐ Copy of the documentary evidence showing that the tenderer is exempted from business registration under the Business Registration Ordinance (BRO) (Chapter 310) shall be submitted if the tenderer is an unincorporated body.

Requirements of Experience and Qualification

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

Others

- ☐ Copy of Certificate of Insurance

2. (a) I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from the referee(s) referred to in the documentary evidence submitted regarding my/our relevant experience in providing laboratory cleansing and general assistant 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 Contract Schedules 1.

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

(Please indicate by ☒ as appropriate)

Signature of Authorized

Person to sign Tender

:

Name of Authorized Person
in Block Letter

:

Name of Tenderer

:

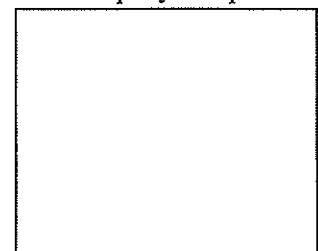
Tel. No. / Fax. No.

:

Date

:

Company Chop :



Terms of Tender

Appendix C

Work Plan

- (i) The Work Plan shall cover items as stipulated in Note 2 of Appendix J.

Authorised Signature & Company Chop : _____

Name of Person Authorized to Sign Tender : _____

Name of Tenderer : _____

Tel No.: _____ Fax No.: _____ Date : _____

Terms of Tender

Appendix D

Organization and Supervision Plan and Contingency Plan

- (i) The Organization and Supervision Plan shall be cover items as stipulated in Note 3 of Appendix J.
- (ii) The Contingency Plan shall be cover items as stipulated in Note 4 of Appendix J.

Authorised Signature & Company Chop : _____

Name of Authorised Person to Sign Tender : _____

Tel. No. / Fax No. : _____ / _____

Date : _____

Appendix E

Innovative suggestions

The Tenderer shall propose innovative suggestions, which are directly relevant to, effective and practicable in improving the delivery of the Services as compared to how the Services are delivered under the existing contract, or the conventional mode of service delivery adopted by the Government in general.

The Assessment Criteria are stipulated in Note 5 of Appendix J.

Authorised Signature & Company Chop : _____

Name of Authorized Person to Sign Tender: _____

Name of Tenderer : _____

Tel No. : _____ Fax No.: _____ Date: _____

Appendix F**Experience, Qualification and Certification**

(i) The Tenderer shall list out the aggregate number of years of experience and/or qualification of the following:

(a) The Tenderer's experience in the provision of laboratory cleansing and general assistance services to clinical or veterinary laboratories or relevant experience as accepted by the Government such as Hospital Authority during the ten (10) years immediately prior to the Tender Closing Date. The Assessment Criteria are detailed in Note 6 of Appendix J. The conditions and examples for calculating the experience are stated in Note 6 (d) to (h). Tenderers should provide description and history of their relevant experience with clear indication as in the table below:

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

(b) The key employee's qualification and related experiences of the Contract Manager and the General Laboratory Services Assistant (Supervisor) in the provision of the laboratory cleansing and general assistance services, and the qualification and related experiences of the General Laboratory Services Assistant in the provision of the laboratory cleansing and general assistance services. The Assessment Criteria are detailed in Note 7 of Appendix J.

(ii) The 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.

(iii) The Tenderer shall submit documentary evidence (e.g. a copy of certificate) to substantiate its claim of the certification / accreditation. Certification / accreditation not substantiated will not be taken into account. The Assessment Criteria are detailed in Note 8 of Appendix J.

Authorised Signature & Company Chop : _____

Name of Authorised Person to Sign Tender : _____

Tel. No. / Fax No. : _____ / _____

Date : _____

Appendix G

Price Proposal

(Rates of Charge for the Provision of the Services)

[Please refer to Clause (4) of the Terms of Tender.]

Provision of 24-month Laboratory Cleansing and General Assistance Services for Veterinary Laboratory Division (VLD) from 1 Oct 2020 to 30 Sept 2022 in accordance with the Schedule of Service Required as detailed in the Service Specifications and on such terms as set out in the Terms of Tender, the General Conditions of Contract and the Special Conditions of Contract.					
Period from 1 October 2020 to 30 September 2022	No. of Months (Month) (A1)	Minimum no. of General Laboratory Assistants required per month	Minimum no. of General Laboratory Assistant (Supervisor) required per month	Monthly Fee* (HK\$) (A2)	Total Estimated Contract Value for Item (I) (HK\$) (A1) x (A2)
(I) Provision of Laboratory Cleansing and General Assistance Services for VLD	24	8	1		

* Monthly Fee are calculated based on Monthly Rate in Clause 12 of General Condition of Contract and on the basis of 31 days per month, 5 normal working days per week, 9 hours a day (including lunch);

* Please refer definition of Monthly Rate to Interpretation.

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 as well as the provisions of services by the Contract Manager under the Contract.

Authorised Signature & Company Chop : _____

Name of Authorized Person to Sign Tender: _____

Name of Tenderer : _____

Tel No. : _____ Fax No.: _____ Date: _____

Terms of Tender

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

THIS GUARANTEE is made on the day of
BY.....

of, a licensed bank within the meaning of the Banking Ordinance
Chapter 155 ("Guarantor")

IN FAVOUR OF

The Government of the Hong Kong Special Administrative Region of the People's Republic of China
("Government")

WHEREAS

(A) By a contract (Contract No.[xxx])("Contract") dated the [xxx] entered into between the Government and [name of Contractor] ("Contractor"), the Contractor agreed and undertook to provide the Services on the terms and conditions of the Contract.

(B) It is a requirement of the Government that the Guarantor executes this Guarantee under seal in favour of the Government.

Now the Guarantor HEREBY AGREES with the Government as follows:-

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

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

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

(b) The Guarantor, as a primary obligor and as a separate and independent obligation and

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

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

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

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

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

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

- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, re-organisation 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 defense to the Guarantor, other than the express release of its obligations.

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

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

- (a) the date falling ~~six~~ (6) months after the expiry of the Contract; or
- (b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,

whichever is the later.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any

Tender Ref.: AFCD/VLD/01/20

Appendix H

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 Veterinary Laboratory Section, Tai Lung Veterinary Laboratory, Lin Tong Mei, Fan Kam Road, Sheung Shui, New Territories, marked for the attention of Director of Agriculture, Fisheries and Conservation, facsimile number (852) 2461 8421;

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

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

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

(15) The Guarantor hereby acknowledges that

(a) the Guarantor should read and fully understand, with the benefit of independent legal advice

Tender Ref.: AFCD/VLD/01/20

Appendix H

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

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

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

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

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

* Please delete as appropriate

@ See Powers of Attorney Ordinance Chapter 31

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

[Please refer to Clause 32 of the Terms of Tender.]

To: Agriculture, Fisheries and Conservation Department

(Attn: Ms Aries LAI / Samuel LO)

Tel: 2672 4544 / 2671 8339; Fax: (852) 2461 8421

E-mail: aries_sy_lung_lai@afcd.gov.hk

Registration Form for Attending Tender Briefing Session

Provision of Laboratory Cleansing and General Assistance Services for
Veterinary Laboratory Division (VLD)
(Tender Ref.: AFCD/VLD/01/20)

Details of the Briefing Session

Date : 31 July 2020

Time : 2:30 p.m.

Venue : LG01 Conference Room, Tai Lung Veterinary Laboratory, Lin Tong Mei, Sheung
Shui, N.T.

Details of Registration

The following person(s) of the Tenderer will attend the Briefing Session: -

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

NOTE: This form should be completed and returned by fax to the Agriculture, Fisheries and Conservation Department on or before 30 July 2020

Tender Evaluation

Marking Scheme and Assessment Criteria for Provision of Laboratory Cleansing and General Assistance Services for Veterinary Laboratory Division (VLD)

A two-envelope approach with a technical to price weighing of [70:30] will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner.

Stage 1 – Completeness Check on the Tender Offers Submitted

2. All tenders received will be checked on whether all the documents and information required in **Clause 10** sub-clause (b) 1, 3, 4, 5, 6, 7, 8, 9 & 10 in the Terms of Tender have been submitted. Failure to submit any of the required 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 **Clause (3)** of the Terms of Tender. **A tender which fails to meet any of the essential requirements set out in Clause 3 of the Terms of Tender will not be considered further.** A tender which passes Stage 2 will proceed to Stage 3 assessment.

Stage 3 – Technical Assessment

4. The maximum total technical marks are 115 and are divided into twelve criteria. There is no overall passing mark for the total marks scored in the Technical Assessment. Passing marks are set for Assessment Criteria 1, 2 and 3 respectively. **Tenders that do not attain all passing marks for Assessment Criteria 1, 2 and 3 will not be considered further.**

5. The submission for Section (A) Execution Plan, excluding related annexes and documentary proof, **shall not be more than [100] pages in A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit will be considered in the tender evaluation but 0.5 mark will be deducted from the total technical marks for each excessive page, subject to a maximum of [5] marks.

[illegible]

6. A tender which has passed Stage 3 assessment shall be considered as a “conforming tender”. A maximum weighted technical score of 70 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 –

$$\text{Weighted Technical Score} = 70 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest total technical mark among the conforming tenders}}$$

[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 (12)

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

For Assessment Criteria (1) and (2)

Standard score of 5, 4, 3, 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 (4), (6) , (7), and (8)

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

For Assessment Criterion (9)

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

For Assessment Criterion (3), (10), (11) and (12)

Standard score of 1 or 0 will be awarded.

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

- (i) 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 provision of cleansing and laboratory attendance services;
 - (c) safety measures adopted for the performance of the Contract including Risk / hazard Assessment, Infection Control, Safety Inspection, Safety Work Instruction, Accident Reporting and Investigation, Safety Training;

- (d) 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 the training provided for the cover staff;
- (e) 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.
- (f) Green Management Plan includes measures to reduce the raw materials, water and energy by complying with the local legislation; and

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

- 5 – The proposed plan provides **detailed information** on **all** items of the respective plan;
- 4 – The proposed plan provides **brief information** on **all** items of the respective plan;
- 3 – The proposed provides **detailed information** on **3 to 5 items** of the respective plan;
- 2 – The proposed plan provides **brief information** on **3 to 5 items** of the respective plan;
- 1 – The proposed plan provides **information** on **at least 2 of the items** of the respective plan;
- 0 – The proposed plan is **impractical** or **little information** provided on **any** of the items of the respective plan.

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

(i) The Organisation and Supervision Plan shall cover the following items:

- (a) details of the Quality management structure (e.g. an organization chart showing the line of command and division of labour of the proposed workforce);
- (b) details of quality assurance system and program if any, in compliance with the ISO or relevant accreditation including operational manual and procedures, complaint management and crisis response plan. Documented procedures and checklists, responsible parties and frequency of monitoring by means of audit check / management meeting / Quality System review shall be detailed;
- (c) details of the qualifications and experience of the key personnel including the General Laboratory Services Assistant, General Laboratory Services Assistant (Supervisor) and the Contract Manager proposed by the Tenderer for the Contract;
- (d) 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
- (e) details of the training and development programs provided to staff with records for the performance of the Contract.

(ii) Standard scores will be given to **Assessment Criteria (2)** in accordance with the following six-grade approach –

- 5 – The proposed plan provides **all items** of the organization and operational schedule **clear and in details**;
- 4 – The proposed plan provides **3-4 items** of the organization and operational schedule **clear and in details**;
- 3 – The proposed plan provides **2-3 items** of the organization and operational schedule **clear and in details**;
- 2 – The proposed plan provides **all items** of the organization and operational schedule **in brief manner**;
- 1 – The proposed plan provides **part of the items** of the organization and operational schedule **in brief manner**;
- 0 – The proposed plan is **impractical** or **fails** to provide information on **any** of the items of the respective plan.

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

- (i) 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 such as outbreak of animal disease; and
 - (c) details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.
- (ii) Standard scores will be given to Assessment Criteria (3) in accordance with the following six-grade approach –
 - 1 – The proposed plan provides an effective and efficient contingency plan;
 - 0 – The proposed plan **fails** to provide information on **any** of the items of the respective plan.

Note 5: for Assessment Criterion (4) – Innovative suggestions directly relevant to the Services

- (a) Marks will be given if the proposed innovative suggestions are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general.
- (b) Such innovative suggestions could be, but not limit to, administrative and operational measures to enhance the effectiveness of Services delivered, or improve the welfare or

working condition of the Employees.

- (ii) Standard scores will be given in accordance with the following rule:
- 3 – **Three (3)** innovative suggestions are proposed which are considered **practicable** as required in (b) of this note above;
 - 2 – **Two (2)** innovative suggestions are proposed which are considered **practicable** as required in (b) of this note above;
 - 1 – **One (1)** innovative suggestions are proposed which are considered **practicable** as required in (b) of this note above;
 - 0 – The innovative suggestion proposed is **impracticable** or **no** practicable innovative suggestion is proposed.
- (c) Tenderers shall highlight the proposed innovative suggestions and explain clearly the benefits/positive values that their proposed innovative suggestions can bring about in their submissions to facilitate tender evaluation.
- (d) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All proposed innovative suggestions will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the Tender Assessment Panel to have a better understanding of the innovative suggestions proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- (e) All practicable innovative suggestions accepted by the Government shall form part of the Contract, and at the cost of delivering proposed innovative suggestion shall be form part of the price proposal and clearly stated out. The Government reserve the right to reject such innovative suggestion should the cost is not bearable by the Government.

Note 6: for Assessment Criterion (5) – Tenderer's experience in the Provision of Laboratory Cleansing and General Assistance Services

- (a) Assessment will be based on the aggregate number of years of experience in providing laboratory cleansing and general assistance services to clinical or veterinary laboratories, or relevant experience as accepted by the Government such as Hospital Authority in the past 10 years immediately preceding the Tender Closing Date.
- (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 laboratory cleansing and general assistance services in the past 10 years immediately preceding the original Tender Closing Date.

Note 7: for Assessment Criterion (6), (7) and (8) – Qualification of the Contract Manager, General Laboratory Services Attendant (Supervisor) and the General Laboratory Service Assistant

- (a) Assessment will be based on working experience and qualifications on or before the original Tender Closing Date possessed by the Contractor's employees proposed by the Tenderer for the Contract.
- (b) **Contract Manager** and **General Laboratory Services Attendant (Supervisor)** must be strong in to handle computer software application including e.g. MS Office includes Word and Excel, English and Chinese work processing on his/her own, and with proven experience otherwise **NO** marks will be given in the respective criteria.
- (c) Standard scores will be given to Assessment Criterion (6) in accordance with the following rule –

- 3 – **Contract Manager** fulfil clause (b) above and possessing working experience and qualifications meeting the following three requirements –
 - (i) Having an aggregate of **not less than three (3) years'** full-time working experience at management or supervisory level in providing laboratory cleansing and general assistance Services contracts or related healthcare service contract as accepted by the Government in the **past ten (10)-year** period immediately preceding the original Tender Closing Date;
 - (ii) Possessing a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution.
 - (iii) Possessing a post-secondary qualification in occupational safety and health or equivalent issued by a registered post-secondary institution.
- 2 – **Contract Manager** fulfil clause (b) above and possessing any two (2) of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above.
- 1 – **Contract Manager** fulfil clause (b) above and possessing any one (1) of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above.
- 0 – **Contract Manager** fulfil clause (b) above and possessing none of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above, or failing to produce documentary proof to support its claim of the working experience or qualification.

- (d) Standard scores will be given to Assessment Criterion (7) in accordance with the following rule –
- 3 – **General Laboratory Services Attendant (Supervisor)** fulfil clause (b) above and possessing working experience and qualifications meeting the following three requirements –
- (i) Having an aggregate of **not less than two (2) years'** full-time working experience in providing laboratory cleansing and general assistance services or relevant experience as accepted by the Government in which at least 1 year is at supervisory level;
 - (ii) Have complete Form 5 or above education, or equivalent; and
 - (iii) has previous work as the same role in Tai Lung Veterinary Laboratory of AFCD..
- 2 – **-General Laboratory Services Attendant (Supervisor)** fulfil clause (b) above and possessing any two (2) of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above.
- 1 – **-General Laboratory Services Attendant (Supervisor)** fulfil clause (b) above and possessing any one (1) of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above.
- 0 – **-General Laboratory Services Attendant (Supervisor)** fulfil clause (b) above but possessing none of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above, or failing to prove its claim of the working experience or qualification.
- (e) Standard scores will be given to Assessment Criterion (8) in accordance with the following rule –
- 3 – **All General Laboratory Services Attendant** possessing working experience and qualification meeting the following three requirements –
- (i) Having at least **1-year** full-time working experience in providing laboratory cleansing and general assistance services or relevant experience as accepted by the Government ;
 - (ii) Possess basic Chinese and English and primary education or above, or equivalent; and
 - (iii) has previous work as the same role in Tai Lung Veterinary Laboratory of AFCD.
- 2 – **All General Laboratory Services Attendant** possessing any two (2) of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above.

- 1 – **All General Laboratory Services Attendant** possessing any one (1) of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above.
 - 0 – **All General Laboratory Services Attendant** possessing none of the three (3) working experience or qualification requirements listed in (i) to (iii) of this Note above, or failing to prove its claim of the working experience or qualification.
- (f) 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.
- (g) Local and/or outside Hong Kong experience will be counted.
- (h) The aggregate of required working experience shall refer to that possessed by the **same** Contract Manager / General Laboratory Services Attendant (Supervisor) but not aggregated among different Contract Managers / General Laboratory Services Attendant (Supervisor). For example, if a Tenderer proposes Contract Managers / General Laboratory Services Attendant (Supervisor) A and B each having two years' relevant experience only, without any relevant qualification, since neither Contract Manager / General Laboratory Services Attendant (Supervisor) has an aggregate of not less than three years' relevant experience, the Contract managers / General Laboratory Services Attendant (Supervisor) proposed by the Tenderer are considered failing to meet any of the qualification requirements listed in (i) to (iii) of this Note above. It will be given a standard score of zero.
- (i) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of not less than three (3) years' working experience" is equivalent to have accumulated 1 095 days (i.e. 365 days x 3) of working experience.
- (j) It is not necessary for a Contract Manager to have continuous full-time working experience at management or supervisory level in overseeing the providing laboratory cleansing and general assistance services or related healthcare contracts as accepted by the Government in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (k) 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 8: for Assessment Criterion (9) – Valid and relevant ISO and OHSAS certifications

- (a) Standard scores will be given to Assessment Criterion (9) in accordance with the following rule –

- 2- Accredited to all three (3) relevant certificates of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems and Occupational Health and Safety Assessment Series (OHSAS) 18001.
 - 1- Accredited to any two (2) relevant certificates of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001.
 - 0- Accredited to none or only one (1) relevant certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001, or fail to 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 ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001 which are relevant to the Provision of Laboratory Cleansing and General Assistance Services, and are valid as at the original Tender Closing Date.

Note 9: for Assessment Criterion (10) –Proposed monthly wages for General Laboratory Services Assistant (Supervisor) and General Laboratory Services Assistant for this Contract

(a) Marks will be given to Assessment Criterion (10) in accordance with the following rule –

- P1 = Proposed monthly wage for General Laboratory Services Assistant (Supervisor) of the conforming tender being assessed
- P2 = Proposed monthly wage for General Laboratory Services Assistant of the conforming tender being assessed
- H1 = The highest proposed monthly wage for General Laboratory Services Assistant (Supervisor) among all conforming tenders
- H2 = The highest proposed monthly wage for General Laboratory Services Assistant among all conforming tenders
- C = **\$9,300**, i.e. the prevailing monthly wage rate of Statutory Minimum Wage ("SMW") plus paid rest days for General Laboratory Services Assistant (Supervisor) & General Laboratory Services Assistant 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)

$$\text{Marks scored} = 30 \times \left([50\%] \times \frac{P_1 - C}{H_1 - C} + [50\%] \times \frac{P_2 - C}{H_2 - C} \right)$$

[M_1] [M_2]

Illustrative Example for Tenderer's Proposed Monthly Wage	Marks Scored (Example)
$P_1 = \text{HK\$}11,000$ $P_2 = \text{HK\$}9,500$ $H_1 = \text{HK\$}12,000$ $H_2 = \text{HK\$}9,800$ $C = \text{HK\$}9,300$	<p>Marks scored =</p> $30 \times \left(50\% \times \frac{11,000 - 9,300}{12,000 - 9,300} + 50\% \times \frac{9,500 - 9,300}{9,800 - 9,300} \right)$ <p>= 15.44</p>

- (b) If H_1 or H_2 is equal to C , no marks will be given for M_1 or M_2 to all Tenderers respectively.
- (c) If a Tenderer fails to indicate any monthly wage or P_1 , P_2 or P_3 is each less than C , the tender will be evaluated but the respective P_1 , P_2 or P_3 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 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 10: for Assessment Criterion (11) – Proposed monthly transport allowance for General Laboratory Services Attendant (Supervisor), and General Laboratory Services Attendant

Standard scores will be given to Assessment Criterion (11) in accordance with the following rule –

- 1 – Proposed monthly transport allowance of not less than 5% of wages per month for General Laboratory Services Assistant (Supervisor) and General Laboratory Services Assistant, in addition to proposed monthly wages. This is due to the remote working location of the TLVL and limited choice of public transport available.
- 0 – No transport allowance is offered.

Note 11: for Assessment Criterion (12) Proposed to offer General Laboratory Services Assistant (Supervisor) and General Laboratory Services Assistant are entitled to all days of statutory holiday of HKSAR without deducting their entitled rest day and annual leave.

(a) Standard scores will be given to Assessment Criterion (12) in accordance with the following rule –

- 1 – Proposed to offer General Laboratory Services Assistant (Supervisor) and General Laboratory Services Assistant are entitled to all days of statutory holiday of HKSAR year without deducting their entitled rest day and annual leave.
- 0 – General Laboratory Services Assistant (Supervisor) and General Laboratory Services Assistant are not entitled to part or all days of statutory holiday of HKSAR without deducting their entitled rest day and annual leave.

(b) If the statutory holiday falls on a rest day, a holiday should be granted on the day following the rest day which is not a statutory holiday or an alternative holiday or a substituted holiday or a rest day. An employee having been employed under a continuous contract for not less than 3 months is entitled to the holiday pay which is equivalent to the daily average wages earned by the employee in the 12-month period preceding the holiday.

Stage 4 – Price Assessment

7. Failure to submit a Price Proposal in the form of **Appendix G** with price information duly completed will render a tender invalid and will not be considered further. The price assessment is based on the Contract Price of the tenders which have passed Stage 3 assessment.

8. A maximum weighted price score of 30 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 –

$$\text{Weighted Price Score} = 30 \times \frac{\text{The lowest Contract Price among the conforming tenders}}{\text{Contract Price of the conforming tender being assessed}}$$

[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.

Tender Reference: AFCD/VLD/01/20
To: the Government

Dear Sir/ Madam,

Non-collusive Tendering Certificate

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

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

Non-collusion

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

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

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

Tender Reference: AFCD/VLD/01/20

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 12.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 12.3 to 12.5 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

Tender Reference: AFCD/VLD/01/20

information, including but not limited to information on my/our Tender and my/our personal information.

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

Name of the authorised signatory (where :
applicable)

Title of the authorised signatory (where :
applicable)

Date :

Tender Reference: AFCD/VLD/01/20

PART 2
GENERAL CONDITIONS OF CONTRACT

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PART 2
GENERAL CONDITIONS OF CONTRACT

1. Contract Period

- (a) The Contractor shall provide the Services to the Government, for a period of twenty four (24) months from the Commencement Date subject to any provision for sooner termination or extension of the Contract as is provided for in the Contract.
- (b) Notwithstanding Clause 1(a) above, the Government may by serving a written notice on the Contractor of no less than one (1) month prior to the expiry of the Contract Period at its sole discretion extend the Contract Period for a specified period or specified periods of up to six (6) months, commencing immediately upon expiry of the Contract Period on the same terms and conditions (except this Clause 1(b)) as this Contract.
- (c) The Contractor shall continue to perform the Contract throughout the extension period under Clause 1(b) if the Government exercises its right to extend the Contract.

2. Contractor's Obligations

The Contractor shall during the Contract Period provide the Services by deploying the Contractor's Employees, and providing the Services in accordance with the service requirements as laid down in Clause 2 of the Special Conditions of Contract in Part 3 subject to the stipulations and conditions of this Contract.

3. Contractor's Acknowledgement

The Contractor acknowledges that-

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

4. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that: -

Tender Reference: AFCD/VLD/01/20

- (a) the Contractor and all the Contractor's Employees shall have the necessary skills, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract;
- (b) the Contractor shall carry out and provide the Services with all due diligence and in a proper, skillful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
- (c) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provision of the Services, including the obtaining and maintaining of all necessary licences or permits;
- (d) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquires made by the Government Representative;
- (e) the Contractor shall enter into a written Standard Employment Contract with each of the General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) employed for the performance of his Contract if the employment period exceeds seven (7) days. 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;
- (f) the Contractor shall comply with all reasonable instructions and directions on all matters relating to the Contract as the Government Representative may from time to time issue to the Contractor; and
- (g) 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.

5. Wages and Working Conditions for Contractor's Employees

Without prejudice to the generality of Clause 4(e) above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:

- (a) The Contractor shall promptly pay or shall ensure prompt payment of wages, or any kind of allowance, that the Contractor has proposed to offer to the 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 auto-pay for payment of wages to the Contractor's Employees (payment by cheque is only allowed upon termination of employment contract and is made at request of the Contractor's Employees concerned).
- (b) The Contractor shall pay a gratuity to the General Laboratory Services Assistant and the General

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Laboratory Services Assistant (Supervisor) when 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 they has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract. The amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) during the above period. The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein. The gratuity shall be paid to the General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) not later than 7 days after the expiry or termination of the Standard Employment Contract.

- (c) The Contractor shall provide the statutory holiday pay to the General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) provided that they 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.
- (d) If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift in which the employee has worked, the Contractor shall pay the employee for that day/shift at least 150% of the General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor)'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 an Employee with whom the Contractor is not required to enter into the Standard Employment Contract.
- (e) Without the prior approval of the Government Representative, the Contractor shall not allow any General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) to work each day for more than the maximum allowable working hours per day as specified in the Standard Employment Contract.
- (f) The Contractor shall allow each General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) not less than one hour meal break each day. The period of meal break of each General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) shall be specified in the Standard Employment Contract.

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- (g) If the Contractor fails to comply with any of its obligations in Clause 5(a) to Clause 5(f) 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.

6. Conduct of Contractor's Employees

- (a) The Contractor shall be responsible for the good conduct of the Contractor's Employees, the Contractor's sub-contractors and agents while they are carrying out the Services under the Contract which may be amended by the Government from time to time and shall ensure each Contractor's employee: –
- (i) is fit for their tasks;
 - (ii) maintain a high standard of hygiene, discipline, courtesy, behaviour and consideration in performing the Services;
 - (iii) refrain from any other malpractices e.g. smoking, sleep, drinking alcoholic, listen to radio while they are performing the Services; and
 - (iv) is on duty during the period of a day as specified in Clause 2 of the Special Conditions of Contract for which the Contractor's Employee is assigned to perform his/her duties for the purpose of this Contract and is punctual at all times.
 - (v) The Contractor's Employees while on duty at the VLD 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;
 - (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; and
 - (j) committing any act that will bring the Government into disrepute or embarrassment.

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- (b) The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employee or the Contractor's sub-contractors or agents engaged or deployed for the purpose of the Contract.
- (c) Any of the Contractor's Employee, the Contractor's sub-contractors or agents so removed shall at the sole cost and expense of the Contractor be replaced as soon as possible by a competent substitute and within such time as specified by the Government Representative. The Contractor shall not deploy the removed person to perform the Services at any other location.
- (d) The Government shall in no circumstances be liable to the Contractor, its employees and agents in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employees or agents.
- (e) The Contractor and the Contractor's Employees shall: –
 - (i) deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in performing the Services under the Contract;
 - (ii) wear special or protective clothing and footwear as the Government may consider necessary or appropriate;
 - (iii) give proper training, supervision and guidance to the General Laboratory Services Assistant in performing the Services;
 - (iv) if required by the Government Representative, attend and participate in meetings arranged by the Government Representative in relation to the Services (including meeting with any persons, groups or associations specified by the Government Representative to resolve complaints or discuss any aspect of the Services); and
 - (ix) if required by the Government Representative, prepare a written report on any aspect of the Services as instructed by the Government Representative.

7. Personnel Records

- (a) The Contractor shall maintain or shall ensure to be maintained proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to the Contractor's Employees, bank

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autopay returns, receipts of wages and records of contributions to the mandatory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of manager and supervisor ranks only) and age of each of the Contractor's Employees.

- (b) The Contractor shall enter into written Standard Employment Contract (if the contractual period exceeds seven (7) days) with accompanying guidance notes with each of the General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) in accordance with Clause 4(e) above, and shall ensure that all Contractor's Employees fully understand all contents of the Standard Employment Contract. Copies of the signed employment contract should be kept by the Contractor, the Contractor's Employees and the Government for record and for monitoring of the Contractor's compliance with the Contract.
- (c) The Contractor shall within fourteen (14) days from the Commencement Date of the Contract provide the Government Representative with copies of the Standard Employment Contracts entered into under sub-clause (b) above at its own costs. In the event that there is any subsequent change of concerned Contractor's Employees and/or of the terms of the Standard Employment Contract as approved by the Government Representative, the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new Standard Employment Contract entered into or any employment contract as amended, as the case may be, at its own cost.
- (d) The Contractor shall keep proper records of all amendments, variation or cancellation to the Standard Employment Contracts and the payment to the Contractor's Employees.
- (e) Any breach of the undertaking in sub-clause (a) to (d) above in respect of written Standard Employment Contracts with Contractor's Employees shall be construed as a material breach of the Contract and the Government shall have right to seek other appropriate remedies including the right to terminate the Contract.
- (f) The Contractor shall not vary the terms and conditions of the Standard Employment Contract without the prior written approval of the Government Representative.
- (g) The Contractor shall use autopay for payment of wages to all Contractor's Employees (payment by cheque is only allowed upon termination of employment contract and is made at the request of the Contractor's Employee concerned).
- (h) 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.
- (i) 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

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of the Contract.

- (j) All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.

8. Demerit Point System

- (a) If the Contractor is in breach of Clauses 5(a), 5(b), 5(c), 5(d), 5(e), 7(a), 7(b) or 7(d), the Government Representative shall be entitled to record in writing a Notice of Default in Employment Commitments ("Notice of Default") and serve the same upon the Contractor. For the avoidance of doubt, a Notice of Default will be issued for each breach of the contractual obligations of the same nature of this Contract, irrespective of the number of workers involved. Each Notice of Default issued attracts one Demerit Point. The Demerit Point(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- (b) The Contractor shall comply or shall ensure the compliance with the terms and conditions set out in the written Standard Employment Contracts. If the Contractor is in breach of the terms and conditions in the Standard Employment Contracts **not** in connection with wage level, daily maximum working hours and means of wage payment referred to Clauses 5(a), 5(b), 5(c) and 5(d) and the requirement regarding signed Standard Employment Contracts referred to Clause 7(b) and **not** in connection with the offences under the Ordinances referred to in Clause 20(a)(x), the Government Representative shall be entitled to record in writing a Notice of Default and serve the same upon the Contractor.
- (c) The Notice of Default given to the Contractor will also be taken into account in tender evaluation of the Contractor's future bids for the Government's service contracts, the performance of which will rely heavily on the deployment of non-skilled workers.
- (d) If the 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's offer (as the case may be) in future tender or quotation exercises.

9. Performance Monitoring of the Contractor

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

10. No Assignment and Sub-contracting

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

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otherwise transfer or dispose of the Contract or any part thereof any rights and obligations hereunder.

11. Inspection and Rejection

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor's Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed before payment shall be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.
- (c) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. If in any particular case the Services provided by the Contractor has failed to meet the performance standards required under the Contract or any terms and conditions of the Contract, the Government Representative shall be entitled to instruct/advise the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully with the performance standards required under the Contract and terms and conditions of the Contract.
- (d) Within twenty-four (24) hours of being notified verbally or in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services. If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 11(c) or fails to provide required number of staff in accordance with the service requirements in Clause 2 of the Special Conditions of Contract in Part 3, 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.

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12. Payment to Contractor

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

$$\begin{array}{r} \text{(Monthly Rate)} \\ - \\ \text{(Total deductions calculated under Clause 13 of the General} \\ \text{Monthly Fee payable to Contractor =} \quad \text{Conditions of Contract)} \\ - \\ \text{(Such other sums the Government is entitled to deduct pursuant} \\ \text{to other provisions of the Contract)} \end{array}$$

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

- (b) The Monthly Fee set out in sub-clause (a) above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the equipment, materials, uniforms and tool required to be deployed/provided under the contract; the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings; the fees for obtaining any licence, authorization or permit from any Government or other authority; the fees payable to any sub-contractors or agents in connection with the performance of the Services.
- (c) Payment shall be made in Hong Kong dollars. The Contractor shall at the beginning of each month submit to the Government Representative a detailed statement/invoice showing the Services rendered in the preceding month and affirming all the Contractor's Employees have been paid no less than the wages as specified in the Price Proposal (Appendix G) and contributions have been made for all the Contractor's Employees in accordance with the Mandatory Provident Fund Schemes Ordinance (Cap. 485) or under the Occupational Retirement Schemes Ordinance (Cap. 426) in respect of the month to which the statement relates and to the satisfaction of the Government Representatives, the Contractor shall be paid

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the monthly sum due under the Contract in arrears. Subject to the Government Representative being satisfied that the calculations of the Monthly Fee is correct, the Government shall pay the Contractor the Monthly Fee within 30 days after having received from the Contractor the detailed statement/invoice and the statement in accordance with the provisions of sub-clauses (a) and (b). The Monthly Fee will be paid by the Government into the Contractor's bank account direct.

- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee shall be addressed to the Government Representative at the address specified in Clause 28 of the General Conditions of Contract. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed.
- (e) The billing periods for the Monthly Fee shall begin on the first day to the last day of the month during the Contract Period. In the case where the first or the last month of the Contract Period does not begin on the first day or end on the last day of the month, the Monthly Fee shall be adjusted on a pro rata basis.
- (f) Invoice stipulated the period of payment and the services provided as required in Clause 2(e) of the Special Conditions of Contract in Part 3 shall be submitted by the Contractor to the respective Government Representatives below for arranging payment.

Tai Lung Veterinary Laboratory, Lin Tong Mei, Fan Kam Road, Sheung Shui, N.T.
Attn : Veterinary Technologist/Disease Diagnostic 2 (Veterinary Laboratory Division)

13. Deductions

- (a) The Contractor shall ensure the number of Contractor's Employees deployed for the Services is not less than the number stipulated in Clause 2(a) of the Special Conditions of Contract in Part 3. 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 accordance with the formula below if any of the Contractor's Employees (regardless of his job title or post) is absent from duty for whatever reasons without immediate replacements for the period of absence during an entire shift or part thereof:

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Monthly wage of the Contractor's
Employees set out in Annex B to
the General Conditions of

Contract		Duration of the cumulative total period of
Number of calendar days in the particular month (days) x 9 (hours) x 60 (mins)	X	absence from duty (in minutes) of Contractor's Employee in a month

- (b) The Government reserves the right to make the following deductions from the Monthly Rate if any of the following events occur: –
- (i) the number of staff is found to be less than that specified in Clause 2 of the Special Conditions of Contract in Part 3;
 - (ii) the staff is found to be absent from duty without reasonable excuse or is found to be sleeping whilst on duty or in any other way present but not performing his or her duties;
or
 - (iii) the staff fails to obey instructions, dress in proper attire, and any other minor infringement of his or her specified duties.

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

14. Appointment of Contract Manager

- (a) Prior to the Commencement Date, the Contractor shall appoint, subject to the Government Representatives' approval, and deploy throughout the Contract Period a Contract Manager. He/She shall be responsible for the overall administration, contractual and management matters of all the Contractor's Employees and shall be required to liaise directly with the Government Representatives when required.
- (b) The Contract Manager shall prior to the Commencement Date provide, for the Government Representatives' record, details of all the Contractor's Employees including their personal particulars, Hong Kong Identity Card number and record of experience. In the event of a change of any of the General Laboratory Services Assistant or the General Laboratory Services Assistant (Supervisor), the Contractor shall submit details of all the replacement to the Government Representatives within three (3) days after such change.
- (c) It is the responsibility of the Contract Manager to seek permission and consent from the Contractor's Employee to release and provide for the purposes of this Contract their personal data and records including certificates of professional qualifications, photographs as well as

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their employment history to the Government Representatives.

- (d) The Government Representatives may deny access to the VLD by any Contractor's Employee whose presence in the VLD is considered by the Government Representatives to be undesirable. In the event of the Government Representatives denying access to any Contractor's Employee, the Contractor shall promptly replace such Contractor's Employee so as to ensure that the specified number of Contractor's Employee for a shift will be available to carry out the Services.
- (e) Without prejudice to any other rights or remedies which the Government has under the Contract, the Government shall be entitled to request in written for a replacement of a Contractor's Employee who does not perform his duties in accordance with the requirements set out in the Contract or otherwise to the satisfaction of the Government Representatives within seven (7) days from the first written notice by the Government. The replacement shall comply with the requirements set out in the Contract and to the satisfaction of the Government Representatives.
- (f) The Contract Manager shall be readily available throughout the Contract Period to liaise with and take instructions from the Government Representatives.
- (g) The Contract Manager shall attend all meetings convened by the Government Representatives to which he may be summoned and shall be accountable to the Government Representatives on behalf of the Contractor on all matters relating to the Services.

15. Suspension of Services

Notwithstanding any other provision herein, the Contractor may suspend the Services during any period when No. 8 or higher tropical cyclone warning signal, or black rainstorm signal is issued or hoisted by Hong Kong Observatory or under any territory-wide extreme conditions such as serious disruption of public transport services, extensive flooding, major landslides or large scale power outage. Deduction of Monthly Rate in accordance with Clause 13 must not be applicable to the suspension of Services due to such inclement weather or special conditions with the verbal or written approval of Government representatives. However, the Contractor shall resume Services forthwith after the black rainstorm warning signal or tropical cyclone signal or above is cancelled.

16. Liability and Indemnity

- (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of: -
 - (i) any loss of or damages to any of the Contractor's property or that of the Contractor's Employees, sub-contractors or agents however caused (whether by any negligence of the Government or any of its employees or agents or otherwise); and
 - (ii) any injury to or death of any of the Contractor's Employees or those of its sub-contractors or agents save and except any such injury or death caused by the negligence of the

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Government or any of its employees or agents.

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

17. **Public Liability Insurance**

- (a) The Contractor shall at its own costs take out and maintain and renew upon expiry, a public liability insurance policy for this Contract throughout the Contract Period with an indemnity amount of not less than Ten Million Hong Kong Dollars (HK\$10,000,000) per incident and for an unlimited number of claims arising during the Contract Period from injury to or death of

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any persons and for loss of or damage to any properties whatsoever where such injury, death, loss or damage (as the case may be) is caused by or arises out of any act, negligence or default of the Contractor, the Contractor's Employees or any of its sub-contractors or agents.

- (b) The public liability insurance policy shall: -
 - (i) be for the benefit and in the joint names of the Contractor and the Government; and
 - (ii) contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.
- (c) The public liability insurance policy shall be issued by one or more insurance companies authorized to carry on the relevant insurance business under the Insurance Companies Ordinance (Cap. 41).
- (d) Upon issuance of the public liability insurance policy, the Contractor shall forthwith furnish a copy each of the same to the Government Representative for keeping.
- (e) Upon expiry of the public liability insurance policy during the Contract Period, the Contractor shall renew the same on and subject to the original terms and conditions or otherwise such revised terms and conditions as the Government Representative may stipulate. Upon issuance of the renewed public liability insurance policy, the Contractor shall forthwith furnish a copy of the same to the Government Representative for keeping.
- (f) Under no circumstances whatsoever shall the Government be responsible for the premium payable under the public liability insurance policy or the premium payable for the renewal thereof.
- (g) The Contractor shall conform to the terms and conditions of the public liability insurance policy and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Contractor shall not do or permit or suffer to be done any act or omission whereby the public liability insurance policy shall be rendered void or voidable, or which would otherwise amount to a breach of the public liability insurance policy. The Contractor shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Contractor to observe and comply with this Clause.

18. Set Off

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

19. Contract Deposit

- (a) The Contractor shall have before the commencement of the Services deposited with the

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Government in cash or in the form of a banker's guarantee issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Cap. 155) and on terms approved by the Government the Contract Deposit by way of security for the due and faithful performance of and observance by the Contractor of the terms and provisions of the Contract.

- (b) If payment of the Contract Deposit is made by a banker's guarantee, the banker's guarantee shall comply with the following:
 - (i) unless otherwise agreed by the Government, it must be on the terms set out at Appendix H to the Terms of Tender in Part 1; and
 - (ii) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter of Conditional Acceptance as the date on which the banker's guarantee is to take effect. In the event that another date is specified, the banker's guarantee shall take effect no later than such date.
 - (iii) the banker's guarantee must remain valid till six (6) months after the expiry of the Contract (including all extensions thereof), or the date when all obligations of the Contractor under the Contract have been performed and discharged to the satisfaction of the Government Representative, whichever is later.
- (c) The Government shall, without prejudice to any other rights and remedies of the Government, have the right to deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of any and all costs, losses, damages or expense, suffered by the Government as the direct or indirect result of any breach of the Contract by the Contractor with or without the Contract being terminated.
- (d) If any deduction shall be made by the Government from the Contract Deposit during the continuance of the Contract, the Contractor shall, within fourteen (14) days of such deduction, deposit a further cash or provide a further banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit. The further banker's guarantee must comply with the requirements in sub-clause (b) (i) to (iii) and shall come into effect on the date of its execution.
- (e) If the Contractor fails to make up the deduction in accordance with sub-clause (d) above, the Government may at liberty to set-off the said amount against any sums due or payable to the Contractor by the Government under this Contract or otherwise and/or immediately terminate the Contract by notice in writing to the Contractor without prejudice to any claims that the Government has or may have in respect of any loss, damages, claims or any liability that may be incurred by the Government as a result of the Contractor's default.
- (f) Upon the expiry or sooner termination of the Contract and on condition that all of the Contractor's obligations have been performed and discharged to the satisfaction of the Government, the Government shall, if the Contract Deposit is paid in cash, return to the Contractor without interest the balance of the Contract Deposit after having deducted therefrom any sum due from the Contractor to the Government.

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- (g) The Contract Deposit shall be wholly forfeited to the Government in the event of the Contract being terminated in accordance with Clause 20 hereof.

20. Termination of Contract

- (a) The Government may forthwith terminate the Contract without prejudice to any other rights which the Government has or may have if: -
- (i) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within fourteen (14) days or such other period as provided in this Contract or as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the Government's intention to terminate the Contract) so to do, to remedy the breach; or
 - (ii) the Contractor shall pass a resolution or the court shall make an order for its liquidation or a petition is filed for the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation that is previously approved by the Government in writing or the Contractor becomes insolvent or makes any composition or arrangement with creditors; or
 - (iii) 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
 - (iv) the Contractor stops payment to creditors generally or is unable to pay its debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction); or
 - (v) the Contractor assigns or purports to assign any or all the burden or benefits of this Contract without the prior written consent of the Government; or
 - (vi) the Contractor is in material breach of and/or has committed repeatedly breaches of any of his obligations under the Contract; or
 - (vii) 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
 - (viii) 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

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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

- (ix) the Contractor obtains three or more Demerit Points arising from this Contract over a period of 24 months; or
 - (x) the Contractor is convicted of any of the Relevant Offences arising from this Contract; or
 - (xi) the Contractor is convicted of any offence under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Occupational Safety and Health Ordinance (Cap. 509), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) and the Occupational Retirement Schemes Ordinance (Cap. 426) in relation to this Contract; or
 - (xii) the Contractor fails to secure and maintain all required insurance; or
 - (xiii) any event or circumstance occurs which gives the Government the right to terminate the Contract under any provision of the Contract.
- (b) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.
- (c) Notwithstanding anything herein to the contract, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one month's prior written notice of such termination. The Government shall not be responsible for any loss or damage to the Contractor arising from such termination of Contract.

21. Consequences of Termination

- (a) The Contractor shall as soon as practicable after termination or expiry of the Contract at its expenses deliver and hand over to the Government all the records and documents relating to the Contract in whatever medium which are in the custody control or possession of the Contractor or its sub-contractors or agents.
- (b) The Government shall be entitled to recover all losses, damages, costs and expenses including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s), if any, upon the Contractor's breach of Clause 20(a) above, and shall have the right to deduct any money due to the Contractor under the Contract and under any other Government contracts (if there are any) for recovering the above losses, costs and expenses.
- (c) In the event of termination of contract for whatever reason, the Government shall not be required to make any further payment to the Contractor in accordance with Clause 12 of this General Conditions of Contract

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22. Use of Electricity and Water Supplies

- (a) The Government Representative shall permit the Contractor to use free of charge water supplies and to consume electricity made available at the supply points installed at the VLD for the purpose of provision of the Services. The Contractor shall warrant and undertake to the Government that it has made known to all its employees, sub-contractor and agents that the water and electricity supplies shall only be used for purposes under and in accordance with the Contract.
- (b) The Contractor shall ensure that all Contractor's Employees exercise their utmost care in the use of the water or electricity supplies to avoid wastage and damage to Government property. The Contractor shall not use any electrical equipment in such manner that will overload the fuses in the electricity supply of the VLD. Particular attention must be given to the maintenance of cleansing equipment in order that it does not run below rated speed and draw excessive electricity current. Double adaptors shall not be permitted.
- (c) Permission to use the said water and electricity supplies shall cease at the end or sooner determination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.
- (d) Wrongful use of water or electricity supplied by the Government shall entitle the Government Representatives to revoke the permission granted under Clause 22(a) above. Where such permission is revoked under this Clause, the Contractor shall at its own expense procure water and/or power source for the Services.
- (e) The Contractor shall adopt the green measures in the "Green Guidelines for Cleansing Services" developed by Environmental Protection Department and Government Logistics Department stipulated at the Special Condition of Contract in using the electricity and water supplies for the performance of the Services.

23. Government Property

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

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24. Non-Exclusivity

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

25. Confidential Information

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

26. Corrupt Gifts

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

27. Publicity

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

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28. Service of Notice

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

	<u>Address</u>	<u>Fax. No.</u>
(i) the Government:	Tai Lung Veterinary Laboratory, Lin Tong Mei, Fan Kam Road, New Territories.	(852) 2461 8421
(ii) the Contractor:	As stated in Appendix A to Terms of Tender or email tl_vetlab@afcd.gov.hk	As stated in Appendix A to Terms of Tender
(c)	Such notice, request, demand, direction or other communications addressed to the relevant party as provided in sub-Clause (b) shall be deemed to have been duly given: -	
	(i) if sent by personal delivery, upon delivery to the relevant address; or	
	(ii) if sent by post, five (5) business days (for local post) and ten (10) business days (for overseas post) after the date of posting; or	
	(iii) if sent by facsimile, when dispatched with confirmed transmission receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by facsimile machine used for such transmission; or	
	(iv) if sent by e-mail, on the date of transmission	

29. 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 VLD 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.

30. Entire Agreement

The Contract supersedes all prior agreements, arrangement and undertakings between the

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parties and constitutes the entire Contract between the parties relating to the subject matter hereof. Unless the terms of the Contract provide to the contrary, no addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties hereto for and on its behalf.

31. Relationship of the Parties

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

32. Jurisdiction

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

33. Waiver and Severability

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

34. Illegal Workers

In the performance of the Contract, the Contractor shall not employ any person who may not lawfully undertake employment in Hong Kong. Any employment by the Contractor in breach of this Clause shall entitle the Government to terminate the Contract pursuant to Clause 20 hereof.

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35. 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.

36. Occupational Safety and Health Policy

The Contractor shall comply with the Government Representatives' prevailing policies, guidelines and procedures safeguarding occupational safety and health of staff deployed at the VLD. The Contractor shall ensure that where required, comprehensive assessment and management of risks to occupational safety and health of the Contractor's Employees stationed at VLD shall be undertaken. Based on such assessment, adequate measures shall be taken to guard against such risks. The Contractor shall only provide experienced supervisory staff to give proper training, supervision and instructions to the Contractor's Employees. The Contractor shall ensure that all Contractor's Employees provided by it to execute the Services at VLD:-

- (a) are properly trained, competent and efficient in carrying out the duties as stipulated in Clause 2 of the Special Conditions of Contract in Part 3;
- (b) shall be fully aware of any potential risks that may exist through the undertaking of their duties and to follow policies and guidelines that may be in force from time to time concerning occupational safety and health;
- (c) take all reasonable steps to ensure their safety, and the safety of others, in the discharge of their duties; and
- (d) shall report all incidents and dangerous occurrences to the Government Representatives.

37. Matters in which the Decision of the Government Representative is Final

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

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

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

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

38. Review of the Service 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 Appendix C (Work Plan) and Appendix D (Organization and Supervision Plan and) in such manner as the Government Representative may require.

39. Exclusion Clause

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

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Annex A

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

ACCOUNTANT'S STATEMENT FOR PAYMENT APPLICATION

REQUIRED UNDER CONTRACT NO. _____IN RELATION TO THE CONTRACTOR'S PAYMENT APPLICATION NO. _____

FOR THE MONTH : 20__

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

and the wages paid to the General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor), I/we certify that the information contained in the attached Statement of Deployment and Wages of the General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) are in accordance with the said agreements, payrolls, books, records and supporting documents.

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

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

SAMPLE OF ACCOUNTANT'S CERTIFICATE FOR PAYMENT APPLICATION

STATEMENT OF DEPLOYMENT AND WAGES OF THE GENERAL LABORATORY
SERVICES ASSISTANT

AND ACCOUNTANT'S STATEMENT FOR PAYMENT APPLICATION

CONTRACT NO.

FOR THE MONTH:

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

[illegible]

* Committed monthly wage means the monthly wages as set out in Annex B by the successful Tenderer.

** Monthly wage received refers to that before deduction of Employee's contribution to the Mandatory Provident Fund.

Among other things, any non-compliance with the committed daily maximum working hours for the General Laboratory Services Assistant shall be stated.

(※Accountant's Signature)

(※Accountant's Name)

(Date)

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

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Annex B**Staffing Schedule and Monthly Wage**

(to contain the successful Tenderer's wage proposal for General Laboratory Services Assistant and General Laboratory Services Assistant (Supervisor) subject to such modification as may be agreed with the Government)

(a) Monthly wage (according to Clause 4 of the Terms of Tender in Part 1)

Type of staff	Proposed monthly wage
General Laboratory Services Assistant (Supervisor)	HK\$ _____ calculated on the basis of 31 days per month, 5 normal working days per week, 9 hours a day (including lunch). The hourly rate is HK\$ _____.
General Laboratory Services Assistant	HK\$ _____ calculated on the basis of 31 days per month, 5 normal working days per week, 9 hours a day (including lunch). The hourly rate is HK\$ _____.

(b) Allowance (if applicable)

The allowance payable to a General Laboratory Services Assistant shall be HK\$ _____ calculated on the basis of 31 days per month, 5 normal working days per week, 9 hours a day.

The allowance payable to a General Laboratory Services Assistant (Supervisor) shall be HK\$ _____ calculated on the basis of 31 days per month, 5 normal working days per week, 9 hours a day.

(c) Gratuity

The gratuity payable to a General Laboratory Services Assistant shall be a sum equivalent to 6% of the total wages earned by the General Laboratory Services Assistant during the Contract Period, provided that they has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract.

The gratuity payable to a General Laboratory Services Assistant (Supervisor) shall be a sum equivalent to 6% of the total wages earned by the General Laboratory Services Assistant (Supervisor) during the Contract Period, provided that they has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract.

Part 3
Special Conditions of Contract

The Contractor shall provide Services during the whole Contract Period in accordance with this Special Conditions of Contract, including the Service Specifications in Clause 2 below.

1. Responsibilities/Duties of the Contractor's Employees

(a) Contract Manager

The Contract Manager shall:

- (i) be responsible for the overall administration, contractual and management matters and shall be required to liaise directly with the Government Representatives when required;
- (ii) be required to liaise directly with the Government Representatives and respond promptly to any queries raised and implementing instructions given by the Government Representative in relation to the provision of the Services;
- (iii) give proper training, supervision and guidance to the General Laboratory Services Assistant (Supervisor), the General Laboratory Services Assistant and the temporary substitute General Laboratory Services Assistant in performing the Services before taking up the laboratory work or when required;
- (iv) inform the Government Representative at least 24 hours in advance or promptly if unavoidable when there is any ad-hoc arrangement or any temporary substitute General Laboratory Services Assistant is assigned to performing the Schedule of Services Required stated in Clause 2(e) below;
- (v) provide to the Government Representative detailed monthly record of attendance and wages payment in form of excel or word table of each General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) by email or by paper , no later than 14 days after the first day of each month. This record will be checked and monitored for any wage discrepancy received by the Employee; and
- (vi) attend performance monitoring meetings with Government Representatives as and when required.

(b) General Laboratory Services Assistant (Supervisor) (herein referred to as "Supervisor")

The Supervisor shall be responsible for:

- (i) coordinating and overseeing the General Laboratory Services Assistant in their execution of laboratory cleansing and general assistance services and other related tasks in VLD in accordance with the Schedule of Services Required stated in Clause 2(e) below;

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- (ii) Keeping a log book of the daily attendance record of each General Laboratory Services Assistant;
- (iii) Provide induction and skills training to the General Laboratory Services Assistant before performing the laboratory work as in the Schedule of Services Required stated in Clause 2 (e) below;
- (iv) Timely report to the Contract Manager for any ad hoc issue, including attendance, performance of the Services or any occupational health issue, in order for the Contract Manager to make any work arrangement or personnel replacement, if necessary; and
- (v) Perform duties in the Reception area as stated in the Schedule of Services Required in Clause 2(e) below.

(c) General Laboratory Services Assistant

The General Laboratory Services Assistant shall be responsible for:

- (i) performing laboratory cleansing and general assistance services in VLD as assigned by the Contractor and in accordance to the Schedule of Services Required stated in Clause 2 (e) below.

2. Service Specification

The Contractor shall provide Services during the whole Contract Period in accordance with the Service Specifications below:

- (a) The Contractor shall provide the minimum number of General Laboratory Services Assistants and General Laboratory Services Assistants (Supervisor) as stipulated below daily to perform the Services.

Post	Minimum No. of assistants required for the commencement of contract	Contract Period
General Laboratory Services Assistant	8	1 October 2020 to 30 September 2022, both days are inclusive (24-month)
General Laboratory Services Assistant (Supervisor)	1	
Total:	9	

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(b) Service hours

The Contractor shall provide at least 8 General Laboratory Services Assistants and 1 General Laboratory Services Assistant (Supervisor) who on average shall provide **45 hours** of service a week (inclusive of 1 hour lunch time daily).

The service hour of Tai Lung Veterinary Laboratory is from 08:00 to 18:00 (Mondays), 08:00 to 17:45 (Tuesdays to Sundays). The Contractor's Employees may be required to work on Saturdays, Sunday and public holidays.

The service hour of Sheung Shui Branch Laboratory is from 07:30 to 21:30 (Mondays to Sundays including public holidays).

(c) Place of work

The normal place of work is

- (i) Tai Lung Veterinary Laboratory at Lin Tong Mei, Sheung Shui, New Territories, Hong Kong, or
- (ii) Sheung Shui Branch Laboratory at Sheung Shui Slaughterhouse, New Territories Hong Kong.

(e) Schedule of Service Required:

General Work Schedule	Minimum Frequency
To deploy the Employees to station at laboratory area (restricted area excluded) to perform the following works:	
(i) Area disinfection and bench surface (include general disinfection of biological safety cabinet II, fume hood, etc) decontamination process before and after handling of specimen in compliance of safety standard and guidelines of VLD; and	At least 4 times daily and whenever necessary
(ii) Disinfect and mop dry the laboratory floor area and all bench surface and keep tidy at all times; and	At least 2 times daily and whenever necessary
(iii) Cleaning, disinfect and sterilize all laboratory equipment and laboratory-ware in compliance of safety standard and guidelines of VLD when necessary; and	At least 4 times daily and whenever necessary
(iv) Replenish paper towel, replenish laboratory consumables, prepare and change of disinfectant or other clinical disinfectant and reagents in compliance with the safety standard and VLD guidelines without interruption for the laboratory operation when necessary; and	At least 4 times daily and whenever necessary
(v) Transfer and deliver laboratory test kits/ reagent kits / goods / document / samples and stores to various locations; and	Daily and whenever necessary

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(vi) Clear all clinical waste bin in the laboratory area to the Clinical Waste Collection Point for disposal in compliance of safety standard and guidelines of VLD and replace fresh clinical waste bag when necessary; and	At least 2 times daily and whenever necessary
(vii) Collect used laboratory coats for laundry; and	Once per week and whenever necessary
(viii) Collection of used biological and chemical reagents for disposal and autoclaving in compliance of safety standard and VLD guidelines without interruption for the laboratory operation; and	At least 4 times daily and whenever necessary
(ix) Handling of sample submission and registration at all times and with simple labeling on tubes and samples; and	Whenever necessary
(x) Laboratory goods (kits, stores) stock taking, receival and logistics, including manual lifting, stock taking and filing; and	Whenever necessary
(xi) Open laboratory doors after report duty daily in the morning and lock laboratory doors after work daily; and	Daily and whenever necessary
(xii) Operation and simple (daily) maintenance of laboratory equipment such as centrifuge (general surface cleaning), digital balance, oven, UV light, biological safety cabinet, water bath etc.; and	Daily and whenever necessary
(xiii) Daily equipment status checking and recording, such as temperature recording, humidity recording, etc.; and	Daily and whenever necessary
(xiv) Daily clerical works including documents photocopying, filing, faxing, delivery; and	Daily and whenever necessary
(xv) Perform general laboratory procedures in compliance of safety standard and VLD guidelines without interruption for the laboratory operation (i.e. de-cap and re-cap of specimen containers/ centrifugation/ etc).	Daily and whenever necessary

I. Reception and Central Support

To deploy the General Laboratory Services Assistant (Supervisor) and other one Employees to station for the above general work schedule and specific work schedule at the Reception Area and Central Support Unit:

(i) Pick up samples after postmortem and dispatch samples to individual laboratories when necessary; and	All the time
(ii) Reports and documents filling; and	Whenever necessary
(iii) Simple data entry and sample log-in (min. 40-50 cases daily) and;	Whenever necessary
(iv) Accompany the driver when conducting the delivery service	3 days per week and whenever necessary
(v) Control the entrance and departure of visitors;	

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(vi) General inventory / stocktaking for Central Supporting Unit;	Whenever necessary
(vii) Delivery of laboratory consumables to and from the warehouse when required;	Whenever necessary
(viii) To deliver requested stock consumables once monthly to the main laboratory being collected by the respective laboratory;	Whenever necessary
(ix) Call hotlines for services in relation to the building and environmental management & air-conditioning control;	Whenever necessary
(x) Assist superiors to carry out the central daily administrative works; and	
(xi) Provide the supplementary and related services required under the Contract.	Daily or whenever necessary
(xii) Conducts regular inspections of laboratory and store areas to identify and report damage that need attention.	

II. Avian Virology Laboratory

To deploy the Employees to station for the above general work schedule and specific work schedule at Avian Virology Laboratory:

(i) Refill distilled water to water tank of the egg hatcher; and	Daily and /or whenever necessary
(ii) Change of water filter for the egg hatcher; and	Every 2 months
(iii) Place the requested amount of eggs (150-500eggs) into the assigned egg hatcher; and	3 times per week and/ or whenever necessary
(iv) Clean, disinfect and decontaminate rooms and clean filter of the conditioning in the egg shed; and	Every 2 months
(v) Transport hatched eggs from Egg hatching room to Avian Virology Laboratory; and	3 times per week and/ or whenever necessary
(vi) Stock keeping for egg delivery; and	Every week
(vii) Assist in egg candling; and	Daily and /or whenever necessary
(viii) Transport test specimen from Avian Virology Laboratory to New Annex building; and	3 times per day and/or whenever necessary
(ix) Provide the supplementary and related services required under the Contract.	

III. Bacteriology Laboratory

To deploy the Employees to station for the above general work schedule and specific work schedule at Bacteriology Laboratory:

(i) Prepare monthly return as required;	
(ii) Provide the supplementary and related services required under the Contract.	

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IV. Histology Laboratory

To deploy the Employees to station for the above general work schedule and specific work schedule at Histology Laboratory:

- | | |
|---|--------------------|
| (i) Assist to prepare reagents for routine staining; and | Whenever necessary |
| (ii) Store specimen, histological slides and blocks after processing; and | Whenever necessary |
| (iii) Clean up molds, slides, stainless steel racks and glassware; and | Whenever necessary |
| (iv) Assist to discard reagents; and | Whenever necessary |
| (v) Provide the supplementary and related services required under the Contract. | |

V. Media Preparation Room

To deploy the Employees to station for the above general work schedule and specific work schedule at Media Preparation Room:

- | | |
|---|------------------------------|
| (i) Assist to label, prepare and packing of the cultural media and viral transport media; | Daily and whenever necessary |
| (ii) Wash and clean the used bottles or parts of equipment after use; and | |
| (iii) Provide the supplementary and related services required under the Contract. | |

VI. Serology Laboratory

To deploy the Employees to station for the above general work schedule and specific work schedule at Serology Laboratory:

- | | |
|--|------------------------------|
| (i) Clean chicken house and its surrounding area. (Area: app. 40m ²); and | Daily |
| (ii) Feed chickens; and | Daily |
| (iii) Assist in chicken bleeding; and | Bi-weekly and when necessary |
| (iv) Assist in slaughtering the retired chickens; and | Whenever necessary |
| (v) Simple preparation work and clean up before and after chicken blood sampling / collection; and | Bi-weekly and when necessary |
| (vi) Provide the supplementary and related services required under the Contract. | |

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<u>VII. Molecular Biology Laboratory</u> To deploy the Employees to station for the above general work schedule and specific work schedule at Molecular Biology Laboratory:	
(i) Assist in preparation of reagent, such as electrophoresis gel; and	Daily whenever necessary
(ii) Switch on/off radiation UV lamp for sterilization and decontamination; and	Daily whenever necessary
(iii) Provide the supplementary and related services required under the Contract.	
<u>VIII. Residues Screening Laboratory (RS)</u> To deploy the Employees to station for the above general work schedule and specific work schedule at Residues Screening Laboratory:	
(i) Deliver samples, resources and document from VLD / Branch Laboratory to outstation and other locations; and	Whenever necessary
(ii) Provide the supplementary and related services required under the Contract	
<u>IX. Residues Quantitative Laboratory (RQ)</u> To deploy the Employees to station for the above general work schedule and specific work schedule at Residues Quantitative Laboratory:	
(i) Deliver samples and document from VLD to outstation and other locations; and	Whenever necessary
(ii) Provide the supplementary and related services required under the Contract	

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

- (f) The Contractor shall diligently, promptly and properly provide and co-ordinate the provision of the Services to the VLD and comply with its duties and obligations in this Contract to the satisfaction of the AFCD.
- (g) The Contractor shall ensure that they have adequate staff at all times to efficiently and properly fulfill its obligations under this Contract.
- (h) The Contractor will provide the Services in a satisfactory and skillful manner and shall meet to the satisfaction of the VLD any complaints and criticisms that may be made.
- (i) The Contractor shall provide all necessary assistance and all information on all matters in relation to the Services requested by the VLD and/or its designated Government Representatives.
- (j) The Contractor shall obey all instructions and comply with all reasonable requests that

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may be put forth by the VLD and/or its designated Government Representatives.

- (k) The VLD may issue warnings to the Contractor on all matters relating to the provision of the Services and the Contractor shall immediately take all remedial action which may reasonably be required.
- (l) The Contractor and its employee shall in performing any duties and obligations under this Contract minimize disturbance to staff or visitors of the VLD or disruption to the normal routines and operations at the VLD.
- (m) The Contractor shall not use any materials in the provision of the Services in any way that may cause harm, discomfort or detriment to the health of the staff or visitors of the VLD.

3. Quality of Service

The Contractor shall fulfil all the Service Specifications as specified in Clause 2 above.

- (a) The Contractor shall implement a comprehensive quality assurance programme of the Services to be performed by the Contractor hereunder in regular consultation with VLD throughout the contract period. The quality assurance programme including its evaluation methodology and any changes to the programme shall be subject to the approval of AFCD. The programme shall not be inconsistent with the contract period of this Contract. In addition, AFCD may conduct its own contract monitoring system. The Contractor shall promptly attend and respond to complaint from VLD. Upon request, the Contractor shall participate in monitoring inspections carried out by the VLD.
- (b) The Contractor shall be responsible for all supervision and inspection work concerning the standard of services to be provided and shall liaise with VLD on a regular basis to collect comments and/or assessment of the Services. The Contractor shall attend a meeting when necessary upon request with VLD concerning the standard of Services.
- (c) The General Laboratory Services Assistant (Supervisor) and the General Laboratory Services Assistant shall report duty daily to VLD office and log the attendance records. The Contractor shall keep daily attendance record of workers on site. Daily performed duty list record for the performance of work schedule according to the duties stated in the Schedule of Service Required in Clause 2(e) above shall be submitted by the Contractor to VLD upon request.
- (d) The Contractor and its Employees shall support and participate in the daily operation and in-service programmes as required by the VLD, in particular the laboratory quality system run by the VLD.

4. Communication with the Contract Manager

The Contractor shall provide the Contract Manager with mobile phones and email address, and shall provide the Government with the numbers of such mobile phones and email immediately on the

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commencement of the Contract Period to ensure that the Government Representatives or VLD can effectively contact the Contract Manager at all times during the Contract Period.

5. Green Guidelines for Services

(a) Cleansing Products and Supplies

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

Product Items	Recommended Green Specification
All purpose Cleaners	<ul style="list-style-type: none"> • Shall contain no reactive chlorine compounds • Shall contain 0% EDTA according to ASTM D1767 Standard Test Method for EDTA in Soaps or Synthetic Detergents or equivalent • Shall contain no APEO • The product offered shall be at least 90% biodegradable • Shall not contain more than 5% by mass VOC • The pH of aqueous solution of the detergent, determined by the method described in BS 3762 or latest edition, shall be not higher than 10.5 • Shall contain no halogenated organic substances or solvents
Laundry detergent / Soap	<ul style="list-style-type: none"> • Shall contain no reactive chlorine compounds • Shall contain 0% EDTA according to ASTM D1767 Standard Test Method for EDTA in Soaps or synthetic Detergents or equivalent • Shall contain no APEO • The product offered shall be at least 90% biodegradable • Shall not contain more than 5% by mass VOC • Shall not use phosphonates during manufacturing of the products • Shall not be formulated with optical brighteners
Sanitary detergent	<ul style="list-style-type: none"> • Shall contain 0% EDTA according to ASTM D1767 Standard Test Method for EDTA in Soaps or Synthetic Detergents or equivalent • Shall contain no APEO • The product offered shall be at least 90% biodegradable • Shall not contain more than 5% by mass VOC • The product shall not contain halogenated substances • Shall not be formulated with any chemicals that are included in the International Agency for Research on Cancer lists for proven (Group 1) , probable (Group 2A),

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	or possible (Group 2B) carcinogens
Soap toilet liquid	<ul style="list-style-type: none"> • Shall contain 0% EDTA according to ASTM D1767 Standard Test Method for EDTA in Soaps or Synthetic Detergents or equivalent • Shall contain no APEO • The product offered shall be at least 60% biodegradable • pH of 5% solution ranges from 6-10 • Bio-accumulative preservatives are not allowed
Cleaning rags and cotton waste	<ul style="list-style-type: none"> • Cleaning Rags <ol style="list-style-type: none"> i. Addition of optical brighteners shall not be permitted ii. The content of detectable formaldehyde in the final product should not exceed 0.15 mg/kg. The determination shall be made in accordance with DIN EN ISO 15320:2004 iii. The content of pentachlorophenol in the final product shall not exceed 0.15 mg/kg. The determination shall be made in accordance with DIN EN ISO 15320:2004 • Cotton Waste AOX emissions in the bleaching effluent shall be less than 100 mg Cl/kg
Disinfectant	<ul style="list-style-type: none"> • Shall not be formulated or manufactured with builders belonging to phosphates • Shall not be formulated or manufactured with surfactants belonging to alkylphenol ethoxylates

(b) Water Saving

The Contractor's Employees shall:

- 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.

(c) Energy Saving

The Contractor's Employees shall comply with the following energy saving practice.

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

6. Innovative Suggestion

The Contractor shall fulfil the innovative suggestions at no extra cost to the Government during the Contract Period as proposed by the Contractor in Appendix E and accepted by the Government.