

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

Tender Ref. : AFCD/VLD/01/18

File Ref. :

TENDER FORM

Contract No. :

LODGING OF TENDER

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

**"Tender for the Provision of Laboratory Cleansing and General Assistance Services
for Veterinary Laboratory Division (VLD),
(Tender Ref: AFCD/VLD/01/18)"**

and addressed to the Chairman~~Government Logistics Department Tender Opening Committee~~....

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

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

before 12:00 noon (Hong Kong Time) on 17 April 2018 (date). Late tender will not be accepted.

INTERPRETATION

PART 1 – TERMS OF TENDER

PART 2 – CONDITIONS OF CONTRACT

PART 3 – CONTRACT SCHEDULES

PART 4 –OFFER TO BE BOUND

PART 5 – MEMORANDUM OF ACCEPTANCE

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

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

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

Dated this 12th day of March 2018


(LAI Sau-ying Aries)
Government Representative
Agriculture, Fisheries and Conservation Department

Important Reminders for Tenderers

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

Tenderers should also refer to Clauses 3, 4, 5, 6, 7, 8, 9 and 10 of the Terms of Tender, please tick “✓” in the boxes below to indicate you have completed and submitted the documents required.

- ☐ **Part 1 Appendix A - Tenderer's Information and Declaration**
 - ☐ Section 1 Tenderer's Portfolio
 - ☐ Section 2 Tenderer's Business Experience in Tender for the Provision of Laboratory Cleansing and General Assistance Services
 - ☐ Section 3A Notes on Declaration
 - ☐ Section 3B Declaration of Conviction of Offences
 - ☐ Section 3C Authorization
 - ☐ Section 4 Election of Method of Payment of Contract Deposit
- ☐ **Part 1 Appendix B – Supporting Documents to be Submitted by the Tenderer**
 - ☐ Copy of a valid Business Registration Certificate
 - ☐ Copy of the current Memorandum and Articles of Association, the Certificate of Incorporation and any other corporate documents evidencing business status (where applicable)
 - ☐ Copy of documentary evidence of relevant experience
 - ☐ Copy of certificate of insurance
- ☐ **Part 1 Appendix C - Management Plan and Work Plan *****
- ☐ **Part 1 Appendix D –Quality Assurance Programme and Contingency Support*****
- ☐ **Part 1 Appendix E – Occupational Safety and Health, Green Management, Risk Management and Safety Plan*****
- ☐ **Part 1 Appendix F –Price Proposal*****
- ☐ **Part 4 Offer to be bound duly completed and signed*****
- ☐ **Submission in Triplicate**
- ☐ **All submissions should be enclosed in a sealed plain envelope and marked as follow:**

“Tender for Provision of Laboratory Cleansing and General Assistance Services for Veterinary Laboratory Division (VLD). (Tender Reference: AFCD/VLD/01/18)”

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

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

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 July 2018, 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 Cap.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”	<p>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 –</p> <ul style="list-style-type: none"> (a) this Interpretation; (b) the Terms of Tender; (c) the Conditions of Contract; (d) the Contract Schedules; (e) the Offer to be Bound as signed by the Contractor and Forming part of this tender; (f) the Memorandum of Acceptance as signed on behalf of the Government; <p>and the attachments to any of the above.</p>
“Contract Deposit”	means the deposit as referred to in Clause 16 of the Terms of Tender and Clause 19 of the Conditions of Contract;
“Contract Manager”	means the person appointed by the Contractor whose responsibilities are particularly stipulated in Clause 14 of the Conditions of Contract ;
“Contract Period”	means the period of the Contract and any extension thereof as described in Clause 1 of the Conditions of Contract;
“Contract Schedule”	means the contract schedules in Part 3 of the Tender Documents;
“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 collectively 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 in respect of wage level, daily maximum

working hours, signing of standard employment contract with and wage payment by means of autopay (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned) to employees (except temporary leave relief of employment period not longer than seven (7) days) employed for the carrying out of the contract with the Government. 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 employees as defined by the Government;

“Facilities”	means all the facilities in VLD;
“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 Contract Schedule 1 in the provision of the Services;
“General Laboratory Services Assistant (Supervisor)”	means one of the assistant appointed by the Contractor as the Supervisor for performing the supervisory duties under Contract Schedule 1 in the provision of the Services;
“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;
“Monthly Fee”	means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 12 of the Conditions of Contract subject to and after any deductions in respect of that month;
“Monthly Rate”	means the monthly rate for calculating remuneration for the Services as set out in Contract Schedule 2 chargeable by the Contractor to the Government for the provision of the Services before deductions;
“Notice of Default”	means a notice issued under Clause 8 of the Conditions of Contract;
“Person”	includes any individual, corporation, firm and unincorporated body;
“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 Contract Schedule 1 – “Service Requirements” and subject to all the terms and conditions of the Contract;

- “Standard Employment Contracts” means the written employment contracts to be entered into between the Contractor and the Contractor’s Employees, a copy of such contracts and its guidance notes can be downloaded from the following hyperlinks:
 <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_Rev2017.04.11)> for Chinese version or
 <http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html under Standard Employment Contract (File name: Standard_Employment_Contract_Eng_Rev2017.04.11)>
- “Statutory Minimum Wage” or “SMW” means the hourly wage rate as specified in Schedule 3 to the Minimum Wage Ordinance (Cap. 608);
- “Tender Closing Date” means the latest date by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 6(b) of the Terms of Tender
- “Tender Document” means the documents as specified in Clause 1 of the Terms of Tender and any addendum issued under Clause 33 of the Terms of Tender;
- “Tender Validity Period” means the period of time mentioned in Clause 18 of the Terms of Tender during which a tender is to remain open;
- “Tenderer” means a tenderer who has submitted a tender in response to this invitation;
- “VLD” means Veterinary Laboratory Division including Tai Lung Veterinary Laboratory (TLVL) and Sheung Shui Brnach Laboratory (SSBL) at Sheung Shui Slaughter House.
- “Working Hours” means the hours mentioned in Part 3(b) of Contract Schedule 1.
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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TERMS OF TENDER

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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/, comprise of the following documents: -
 - (i) Lodging of Tender;
 - (ii) Interpretation;
 - (iii) PART 1 – Terms of Tender with Appendices A to H;
 - (iv) PART 2 – Conditions of Contract with Annex A;
 - (v) PART 3 – Contract Schedules 1 to 6;
 - (vi) PART 4 – Offer to be Bound; and
 - (vii) PART 5 – Memorandum of Acceptance.
- (b) The definitions and rules of interpretation as provided for in Sheets 1 to 4 shall apply to the whole set of the Tender Documents and the Contract unless the context 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 Conditions of Contract and the Contract Schedules.
- (b) A Tenderer should read the Tender Documents carefully prior to submitting a Tender. A Tenderer should 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 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 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) Experience and Qualification Requirements
 - (i) Tenderers must have an aggregate of ten (10) years' of experience in the provision of Laboratory Cleansing and General Assistance Services in laboratories and healthcare facilities including Government departments or Hospital Authority in the past 15 years immediately before the Closing Date [Note A].

Note A: The following rules will be adopted in determining the validity of the "experience" gained by a Tenderer: -

- (1) Experience gained in a contract in the name of the Tenderer will be counted.
- (2) Experience of the Tenderer gained in the capacity of an unincorporated joint venture, a shareholder of a body corporate or as a participant of an incorporated joint venture **will not** be counted.
- (3) Experience will be counted regardless of whether the Tenderer has gained it as a main contractor or sub-contractor.
- (4) A Tenderer is required to provide relevant information to substantiate their claim on past experience in Section 2 of the Appendix A hereto or otherwise such other documentary evidence to the satisfaction of the Government Representative. Otherwise, the respective experience claimed shall not be counted.
- (5) A Tenderer's experience under different contracts will not be double-counted for any overlapping periods. The required years of

experience is to be counted in days, i.e. “an aggregate of at least ten (10) years” is equivalent to have accumulated not less than 3,650 (i.e. 365 days x 10) days of experience in providing indoor and outdoor cleansing and gardening services under one or more contracts under a single or different contracts.

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

Contracts performed by a Tenderer	Contract period	Contract period without overlapping with the earlier contract	Number of days of experience counted in the tender evaluation
Contract A	16.4.2009-15.4.2011	16.4.2009-15.4.2011	731 days
Contract B	1.10.2010-31.3.2012	16.4.2011-31.3.2012	350 days
Contract C	1.1.2011-31.12.2012	1.4.2012-31.12.2012	275 days
		Total:	1356 days

(ii) Tenders must have the 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.

- (1) ISO9001:2008 Quality Management System Certification or equivalent; and
- (2) ISO14001:2004 Environmental Management System Certification or equivalent; and
- (3) OHSAS 18001:2007 Occupational Health and Safety Management System Certification or equivalent.

(b) No 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) Conviction Record and Past Performance

Conviction Record

- (i) In the present context, a Tenderer who has obtained any conviction under the relevant section of the following Ordinances (hereinafter referred to as “the relevant Ordinances”) on or after 1st May 2006 is debarred from participating in a tender exercise (applicable to this tender) for a period of five (5) years from the date of conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism [Notes B to D]:

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

Demerit Points

- (ii) A Tenderer must not be debarred from tendering for this Contract due to its having accumulated, over a rolling period of thirty-six (36) months, an aggregate of three (3) or more Demerit Points obtained on or after 1 May 2006 from one or more Government bureau/departments for its non-compliance with the contractual obligations in respect of wages, daily maximum working hours, signing of Standard Employment Contract with and wage payment by means of autopay (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned) to non-skilled workers (except temporary leave relief of employment period not longer than seven (7) days) employed for the carrying out of contracts with the Government [Note E].

- Note B:
- (i) The tender offer of a Tenderer who has obtained any conviction under the relevant Ordinances on or after 1st May 2006 shall not be considered for a period of five (5) years from the date of conviction (hereinafter referred to as "Debarment Period").
 - (ii) The five-year Debarment Period shall stand until and unless a revised Debarment Period is determined by the Central Tender Board.

- (iii) A revised Debarment Period will only be applicable for the purpose of evaluation for this tender if it is determined by the Central Tender Board under the review mechanism before the date of the day preceding the Tender Closing Date (i.e. 11 August 2016).
- (iv) For the purpose of tender evaluation, the revised Debarment Period will become invalid from the date on which the Tenderer has obtained a new conviction under any of the relevant Ordinances subsequent to the Central Tender Board's decision to reduce or revise its Debarment Period for a previous conviction and its tender offer shall not be considered for a period of five (5) years from the date of its latest conviction.
- (v) For details of the review mechanism, please visit the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at http://www.fstb.gov.hk/tb/en/docs/review-mechanism_e.pdf.

- Note C:
- (i) For the purpose of Clause 3(c)(i) and Notes B(i) to (iv) above, if the Tenderer is a joint venture or a partnership, conviction obtained by any participant of the joint venture or partnership will also be counted.
 - (ii) The Tenderer shall submit with the tender a statement of either "all convictions" or "no conviction" under the relevant Ordinances and the dates of all such convictions after 1st May 2006 up to the Tender Closing Date in Section 3 of Appendix A. A statement shall be submitted in respect of the Tenderer for each participant of the partnership/joint venture as applicable. The statement(s) shall be certified by an authorized person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government.
 - (iii) For the purposes of verification of the conviction records as stated in the Statement in Section 3 of Appendix A, the Tenderer or each participant shall consent to and authorize the AFCD to (a) obtain from any Government Department documents or information in relation to any conviction of an offence under the relevant Ordinances; and (b) release and make available to AFCD all documents or information in relation to such conviction.
 - (iv) For the purpose of Notes C(i) to (iii) above, a participant means the company holding the shares of the joint venture or the partner of a partnership.

- Note D:
- (i) Convictions shall be counted irrespective of whether they are obtained in respect of a Government or private business contract and irrespective of the type of services offered under the contract. Convictions shall be counted by the number of summonses convicted.
 - (ii) Tenderers' convictions of the relevant offences under appeal or review will still be counted for the purpose of tender evaluation.
 - (iii) If a Tenderer is found to have made a false declaration or untruthful revelation of, including but not limited to, its record of convictions under the relevant Ordinances, the Government may, without prejudice to any other rights which it has or may have, refuse to further consider its tender or terminate forthwith the Contract if it is

awarded to the Tenderer.

- Note E:
- (i) If a Tenderer has accumulated, over a rolling period of thirty-six (36) months, an aggregate of three (3) or more Demerit Points obtained on or after 1st May 2006 from one or more Government bureaux / departments for its non-compliance with those contractual obligations as set out in Clause 3(c)(ii) of the Terms of Tender, its tender offers shall not be considered for a period of five years from the date the third Demerit Point is obtained.
 - (ii) Demerit Points under appeal shall be counted for the purpose of tender evaluation.
 - (iii) A default notice would be issued to the Tenderer concerned for each breach of those contractual obligations. Each default notice would attract one demerit point.

4. Appointment of 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 who possess at least five (5) years of experience at senior management level in Laboratory Cleansing and General Assistance Services in past 10 years immediately before the Tender Closing Date.

5. Management Plan and Work Plan

- (a) A Tenderer must submit with its tender the management plan and work plan (as set out in Appendix C hereto) that should incorporate information outlined below and within the specified page limit.
 - i. Management Plan (5-10 pages excluding attachments)
 - Name, expertise and qualification of Tenderer's managerial and supervisory staff;
 - The organization chart of the proposed work force to be deployed by the Tenderer for the provision of Services;
 - Details of the Tenderer's training programmes for its operational and supervisory/managerial staff for the performance of the Services;
 - Details of arrangement for supervision and inspection of frontline workers.
 - ii. Work Plan (5-10 pages excluding attachments)
 - The distribution of work for staff and deployment of staff and resources for completing the Services and meeting the performance requirements;

- Details of arrangement for provision of leave relief worker to relieve those staff on leave (including rest day, holidays and other leaves) or absent from duty;
- Monthly working programme and daily work schedule in a sampled month; and

(b) The submitted plans if accepted by the Government will form part of the tender and may be subject to such modification as may be requested by the Government. Tenderers may also include other materials or suggestions as appropriate to facilitate consideration of its offer by the Government.

6. Quality Assurance Programme and Contingency Support

The Tenderer shall provide and attach with Appendix D full details of the quality management structure, quality assurance system and programme, ISO or relevant quality accreditation, operation manual and procedures, complaint management and crisis response plan. It should also include together details on staff training and development program, procedures and manual, the monitoring and reporting procedures of the delivery of the Services, so as to ensure that the standards set out are met. Documented procedures and checklists, responsible parties and frequency of monitoring shall be detailed.

7. Occupational Safety and Health, Green Management & Risk Management

A Tenderer must submit with its tender its proposed initiatives on environmental protection and occupational safety and health, green management & risk management in Appendix E.

8. Safety Plan

A Tenderer must submit in Appendix E with its tender a Safety Plan which shall contain at least the following areas to demonstrate the Tenderer's proposal for achieving effective and efficient health and safety for its staff, and for the purpose of tender assessment:

- Risk / hazard Assessment
- Safety Inspection
- Safety Work Instruction
- Accident Reporting and Investigation
- Safety Training

9. Wages Requirements

- (a) (i) It is a contractual requirement of the Contract that the proposed monthly wage for each General Laboratory Service Assistant and General Laboratory Service Assistant (Supervisor) respectively must not be less than the monthly wage of HK\$8,556¹ derived from the Statutory Minimum Wage (SMW) on the basis of twenty-seven (27) days (i.e. twenty-three (23) maximum number of normal working days plus four (4) paid rest days) per month and nine (9) hours of work per day (hereinafter referred to as “**the monthly wage rate of SMW plus paid rest days**”).
- (ii) For the avoidance of doubt, if the working days or working hours of a General Laboratory Services Assistant or a General Laboratory Service Assistant (Supervisor) deviate from the time basis specified in Clause 9(a) above, the monthly wage rate of SMW plus paid rest days of such General Laboratory Services Assistant or General Laboratory Service Assistant (Supervisor) shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract.
- (b) The Government Representative will at any time before the tender exercise is completed request the Tenderer to confirm its abidance by **the monthly wage rate of SMW plus paid rest days**. Should the Tenderer refuse to or otherwise fail to confirm such abidance, its tender will not be considered further.

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. The tender must be enclosed in a sealed envelope or package clearly marked with Tender Reference “AFCD/VLD/01/18” and “Tender for Laboratory Cleansing and General Assistance Services for VLD” on the outside of the envelope. The envelope must not bear any indication which may relate them to a particular Tenderer.
- (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**:

¹ HK\$8,556 = \$34.5 x 8 (hours) x 31(days). Please refer to example 1 of the “Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts”

- (1) PART 1 – Appendix A - Tenderer's Information and Declaration;
 - (2) PART 1 – Appendix B – Supporting Documents to be submitted by the Tenderer;
 - (3) PART 1 – Appendix C - Management Plan and Work Plan ;
 - (4) PART 1 – Appendix D - Quality Assurance Programme and Contingency Support;
 - (5) PART 1 – Appendix E - Occupational Safety and Health, Green Management, Risk Management and Safety Plan
 - (6) PART 1 – Appendix F – Price Proposal; and
 - (7) PART 4 – Offer to be Bound duly signed by the Tenderer.
- (c) **Failure to submit the documents in sub-clause (b) (3), (4), (5), (6) and (7) 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) Tenderers should tick the reminder attached at the front of this tender documents and ensure all the necessary documents are completed and submitted.

11. Submission of Tender

- (a) A tender to be submitted in response to this invitation to tender shall be submitted in **TRIPLICATE (i.e. one set of originals and two sets of copies)** with all necessary information including documentary evidence necessary for tender evaluation and addressed to the Chairman, Tender Opening Committee, 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.
- (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 should not be altered or erased. Any alteration to the figures in a Tenderer's proposal should be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the Tenderer in ink.
- (e) Each Tenderer may only submit **ONE** tender.

12. **Anti-collusion**

- (a) By submitting a tender, the Tenderer represents and warrants that in relation to its tender:
 -
 - (i) it has not communicated and will not communicate to any person other than the Government the amount of any tender price;
 - (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

- (b) In the event that the Tenderer is in breach of any of the representations and/or warranties in sub-clause (a) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government: -
 - (i) reject the tender;
 - (ii) if the Government has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- (c) The Tenderer shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (a) above.
- (d) Any breach of any of the representations and/or warranties in sub-clause (a) above by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.
- (e) Sub-clause (a) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in the preparation of tender submission.
- (f) The rights of the Government under sub-clauses (b) to (d) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

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 Total Estimated Contract Value submitted by the Tenderer in Appendix F – Price Proposal.

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 15 of the Terms of Tender and fulfillment of any other conditions as the Government may specify therein.
- (d) Upon and subject to the successful Tenderer having duly complied with Clause 16 of the Terms of Tender and such other conditions as may be specified in the Letter of Conditional Acceptance by a specified date ("Specified Date"); and subject always to the successful Tenderer not being debarred from participating in this tender exercise on the Specified Date by having obtained any conviction under the relevant Ordinances under Clause 3(c)(i) or having obtained three (3) or more Demerit Points under Clause 3(c)(ii) of the Terms of Tender, a legally binding Contract will come into existence as from the date of the Letter of Conditional Acceptance between the Government and successful Tenderer.
- (e) If the successful Tenderer who receives the Letter of Conditional Acceptance fails to deliver the Contract Deposit in accordance with Clause 15 of the Terms of Tender or fulfill such other conditions as may be stipulated in the Letter of Conditional Acceptance by the Specified Date, or if the successful Tenderer, though having delivered the Contract Deposit and fulfilled all other conditions stipulated in the Letter of Conditional Acceptance, has obtained any conviction or Demerit Points as described in 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 should 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 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 G 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 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 (c) above a banker's guarantee in the format set out in Appendix G;
 - (ii) the banker's guarantee duly executed shall be submitted to the Government in accordance with sub-clause (c) above;
 - (iii) the banker's guarantee must remain in force from the Commencement Date until six (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 4 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 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 16(a) are:
 - (i) A duly signed “Offer to be Bound; and
 - (ii) The Price Proposal in Appendix F.
- (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 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.
- (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.

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

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 levels and working conditions for the successful Tenderer's employees including those of its agents, and the Contract Value and information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligation under the Contract. In submitting a bid, each Tenderer irrevocably and unconditionally authorizes the Government to make and consents to the Government making any of the disclosure aforesaid. Furthermore, the Government shall have the right to require the successful

Tenderer to display wage level and working conditions, including working hours, of its employees, ensuring that their employees (which shall also include those of the successful Tenderer's agents) are being informed of such. The mode of display shall be such as may be specified by the Government from time to time.

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 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. Jerry SZE-TO at Tel. No.: 2150 6746.
- (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.

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 **10 April 2018 at 2.30p.m.** at Tai Lung Veterinary Laboratory. Tenderers who would like to attend the briefing session should complete the reply slip attached at **Appendix H** to the Terms of Tender and send back to register (either via email: aries_sy_lai@afcd.gov.hk or fax (852) 2461 8421 on or before 6 April 2018. 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 should study all attachments to the Tender Documents (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting their tenders. Tenderers should note that all information and statistics provided by the Government in connection with this tender are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness, usefulness or future changes of such statistics and information. Tenderers should conduct their own independent assessment of the

statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

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

35. Negotiation

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

36. Counterproposal

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

37. 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.

38. Exclusion

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

- (a) bankruptcy;
- (b) false declarations;
- (c) significant or persistent deficiencies in performance of any substantive requirement or

obligation under a prior contract or contracts;

- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer; or
- (f) failure to pay taxes.

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

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

(b) Telephone Number : _____ (c) Fax Number : _____
4. Number of employee : _____
5. Year of Establishment : _____
6. Business status of Tenderer : _____
(e.g. 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 : _____

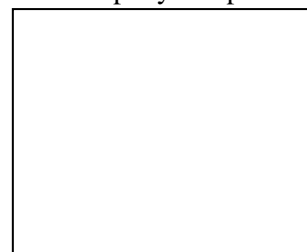
Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Terms of Tender

Company Chop :



Tenderer's Information and Declaration

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.

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 A**Tenderer's Information and Declaration****Section 2 – Tenderer's Business Experience in Provision of Laboratory Cleansing and General Assistance Services**

Experience of the tenderer in the provision of laboratory cleansing and general assistance services during the fifteen (15) years immediately prior to the Tender Closing Date will be evaluated as essential requirement according to Clause 3 of Terms of Tender. Tenderers must provide description and history of their relevant experience in the provision of laboratory cleansing and general assistance services with clear indication on the number of years of relevant experience; and should provide documentary proof to substantiate claims of the relevant experience. (*Client name, Contract period, Place of Business, Areas served, Description of Business*)

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

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

Appendix A**Tenderer's Information and Declaration****Section 3A – Notes on Declaration**

1. Tenderer shall declare in Section 3B below if it has any record of conviction of offences under the Employment Ordinance (Cap. 57) and/or Employees' Compensation Ordinance (Cap. 282) convictions of which individually carries of maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221), or of an offence under Section 17I(1) or Section 38A(4) of the Immigration Ordinance (Cap. 115), or under Section 89 of the Criminal Procedure Ordinance (Cap. 221), and Section 41 of the Immigration Ordinance (Cap. 115) or under Sections 7, 7A, 7AA and 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485) in the preceding of five (5) years before the tender closing date. The statement shall be certified by an authorized person of Tenderer who is duly authorized by the Tenderer to execute contracts with the Government.
2. The statement (**including both the Declaration at Section 3B and Authorization at Section 3C**) shall be submitted in respect of the Tenderer, each participant of the partnership or unincorporated joint venture, or each shareholder of incorporated joint venture as applicable. For avoidance of doubt, for the purpose of this clause participant or shareholder means the company participating in the partnership or unincorporated joint venture or the company holding the share of the incorporated joint venture. The statement shall be certified by an authorized person of the Tenderer who is duly authorized by the Tenderer to execute contracts with the Government.
3. Tenderer's convictions of the relevant offence will be considered in the tender evaluation unless such conviction has been quashed by a higher court before the tender evaluation is considered. If the Tenderer which has been awarded the contract is found to have made false declaration or untruthful revelation of, including but not limited to, its record of convictions of offences under the Employment Ordinance, Employees' Compensation Ordinance, Immigration Ordinance, Criminal Procedure Ordinance, Mandatory Provident Fund Schemes Ordinance or Minimum Wage Ordinance, the Government may without prejudice to any other rights which it has or may have, terminate forthwith the Contract;
4. A tender **WILL NOT be considered** if, during the period of five (5) years before the tender closing date, the Tenderer **has obtained any conviction** under the aforesaid Ordinances. Convictions will count for both the Government and private contracts and by the number of summonses convicted. In the event that a Tenderer is a partnership or an unincorporated joint venture or incorporated joint venture, the tender **WILL NOT be considered** if any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture has obtained any conviction under the relevant Ordinances during the five (5) year period mentioned above. In the present context, participant or shareholder means the company participating in the partnership or unincorporated joint venture or the company holding the share of the incorporated joint venture.

Appendix A**Section 3B – Declaration of Conviction of Offences**

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

I declare that,
on or after /
Tender Closing
Date,

* this company

*(State the name of participant of the partnership or unincorporated joint venture, or each shareholder of incorporated joint venture **or leave blank** as appropriate. A separate declaration should be submitted for each participant if applicable)*

- (a) * has **no conviction** in respect of separate incidents under the Ordinances mentioned in Note 1 of Section 3A above; or
- (b) * has conviction(s) as detailed in the following table: -

* Delete as appropriate

Date of Offence	Location of Offence	Date of Conviction	Ordinance and the Sections Breached	Result

(Use separate sheets if required)

Signature of Authorized

Person to sign Tender : _____

Company Chop :

Name of Authorized Person : _____
in Block Letter

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____

Appendix A**Tenderer's Information and Declaration****Section 3C – Authorization**

I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from all Government departments and give consent to the Government departments concerned to release and provide information of my/our record of conviction under the sections specified under the Employment Ordinance or other relevant legislations, if any, to the Agriculture, Fisheries and Conservation Department for the purposes of evaluation of my/our tender in this tendering exercise and subsequent management of the Contract.

Signature of Authorized
Person to sign Tender

: _____

Name of Authorized Person
in Block Letter

: _____

Name of Tenderer

: _____

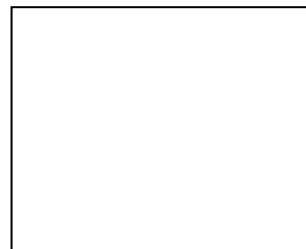
Tel. No. / Fax. No.

: _____

Date

: _____

Company Chop :



Terms of Tender

Appendix A

Tenderer's Information and Declaration

Section 4 – Election of method of payment of Contract Deposit

[Please refer to Clause 15 of the Terms of Tender and Clause 19 of the Conditions of Contract.]

In accordance with Clause 15 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

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

[Please refer to Clause 3 & Appendix A of the Terms of Tender]

1. The following documents are attached for assessment: -

Business Status

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

Requirements of Experience and Qualification

- ☐ Copy of Documentary evidence of my/our relevant experience in the fifteen(15) 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

(a) Management Plan

Authorised Signature & Company Chop : _____

Name of Person Authorized to Sign Tender : _____

Name of Tenderer : _____

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

Terms of Tender

(b) Work Plan

Authorised Signature & Company Chop : _____
Name of Person Authorized to Sign Tender : _____
Name of Tenderer : _____
Tel No.:_____ Fax No.:_____ Date : _____

Terms of Tender

Quality Assurance Programme and Contingency Support

The Tenderer shall provide full details of the quality management structure, quality assurance system and programme, ISO or relevant quality accreditation, on-site management team, operation manual and procedures, complaint management and crisis response plan. It should also include together details on staff training and development program, procedures and manual, the monitoring and reporting procedures of the delivery of the Services, so as to ensure that the standards set out in this Contract are met. Documented procedures and checklists, responsible parties and frequency of monitoring shall be detailed.

Operational back-up, including relief staffing and reinforcement during emergencies and accidents shall be specified.

All workers must attend a one-day training workshop and test provided by the VLD. They must pass the test before continuing to work in the VLD

The Contractor has to provide relieving for its staff undergoing any kinds of training so as to keep the Services unaffected.

Authorised Signature & Company Chop : _____

Name of Authorised Person to Sign Tender : _____

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

Date : _____

Appendix E**Occupational Safety and Health, Green Management, Risk Management and Safety Plan**

Initiatives on environmental protection and occupational safety and health, green management & risk management should be provided.

A Tenderer is required to submit a Safety Plan which shall contain at least the following areas to demonstrate the Tenderer's proposal for achieving effective and efficient health and safety for its staff.

1. Risk / hazard Assessment
2. Safety Inspection
3. Safety Work Instruction
4. Accident Reporting and Investigation
5. Safety Training

Authorised Signature & Company Chop : _____

Name of Authorized Person to Sign Tender: _____

Name of Tenderer : _____

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

Appendix F**Price Proposal**

(Rates of Charge for the Provision of the Services)

[Please refer to Clause 9 of the Terms of Tender.]

Provision of 24-month Laboratory Cleansing and General Assistance Services for Veterinary Laboratory Division (VLD) from 1 July 2018 to 30 June 2020 in accordance with the Schedule of Service Required as detailed in Contract Schedule 1 and on such terms as set out in the Terms of Tender and the Conditions of Contract.					
Period from 1 July 2018 to 30 June 2020	No. of Months (Month) (A1)	No. of General Laboratory Assistants required per month	No. of General Laboratory Assistant (Supervisor) required per month	Monthly Charge (HK\$) (A2)	Total Estimated Contract Value (HK\$) (A1) x (A2)
Provision of Laboratory Cleansing and General Assistance Services for Veterinary Laboratory Division (VLD)	24	8	1		

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

Authorised Signature & Company Chop : _____

Name of Authorized Person to Sign Tender: _____

Name of Tenderer : _____

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

**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

Terms of Tender

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 Terms of Tender

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

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 31 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/01/18)

Details of the Briefing Session

Date : 10 April 2018

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) from our company will attend the Briefing Session: -

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

NOTE: This form should be completed and returned by fax to the Agriculture, Fisheries and Conservation Department on or before 6 April 2018

PART 2

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PART 2

CONDITIONS OF CONTRACT

1. Contract Period

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

2. Contractor's Obligations

The Contractor shall during the Contract Period provide the Services by deploying the Contractor's Employees, and providing the Services in accordance with the Service Requirements as laid down in Contract Schedules 1 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: -

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

- (a) The Contractor shall pay or shall ensure to be paid to each General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) (as the case may be) during the Contract Period a wage not less than: -
 - (i) the monthly wage for General Laboratory Services Assistant and the General Laboratory Services Assistant (Supervisor) as specified respectively in Contract Schedule 2; or

- (ii) a monthly wage referred to at (i) above as the same may be adjusted as a result of future revision of the Statutory Minimum Wage, whichever is the higher.
- (b) The Contractor shall promptly pay or shall ensure prompt payment of wages to the Contractor's Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract. The Contractor shall use autopay for payment of wages to the Contractor's Employees (payment by cheque is only allowed upon termination of employment contract and is made at request of the Cleaners concerned).
- (c) Without the prior approval of the Government Representative, the Contractor shall not allow any Contractor's Employee to work each day for more than the maximum allowable working hours per day as specified in the Standard Employment Contract.
- (d) The Contractor shall allow each Contractor's Employee not less than one hour meal break each day. The period of meal break of each Contractor's Employee shall be specified in the Standard Employment Contract.
- (e) The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate Contract forthwith.

6. Conduct of Contractor's Employees

- (a) The Contractor shall be responsible for the good conduct of the Contractor's Employees, the Contractor's sub-contractors and agents while they are carrying out the Services under the Contract and shall ensure that they will behave in accordance with the Service Requirements in Contract Schedule 1 including the code of conduct as set out in Contract Schedule 4 which may be amended by the Government from time to time. Without prejudice to the aforesaid, the Contractor shall ensure that each Contractor's Employee : –
 - (i) is fit for their tasks;
 - (ii) maintain the standard of discipline, courtesy, behaviour and consideration in performing the Services;
 - (iii) do not smoke, sleep, consume alcoholic drink, listen to radio, gossip and will refrain from any other malpractices while they are performing the Services; and

- (iv) is on duty during the period of a day as specified in Contract Schedule 1 as set out therein for which the Contractor's Employee is assigned to perform his/her duties for the purpose of this Contract and is punctual at all times.
- (b) The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employee or the Contractor's sub-contractors or agents engaged or deployed for the purpose of the Contract.
- (c) Any 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 tidy and clean uniforms and such special or protective clothing and footwear as the Government may consider necessary or appropriate. Any such special or protective clothing and footwear shall be provided, maintained and replaced as necessary by the Contractor at its own expenses;
 - (iii) upon being requested by the Government Representative, accompany the Government Representative to the locations specified by the Government Representative to inspect the performance of the Services;
 - (iv) give proper training, supervision and guidance to the General Laboratory Services Assistant in performing the Services;
 - (v) conduct surprise checks at such frequency agreed by the Government Representative and record the findings of his surprise checks in a record book;

- (vi) provide the record book for the Government Representative's inspection whenever requested by the Government Representative;
- (vii) if required by the Government Representative, deliver to the Government within such period as specified by the Government Representative, copies of the record for the Government's retention;
- (viii) if required by the Government Representative, attend and participate in meetings arranged by the Government Representative in relation to the Services (including meeting with any persons, groups or associations specified by the Government Representative to resolve complaints or discuss any aspect of the Services); and
- (ix) if required by the Government Representative, prepare a written report on any aspect of the Services as instructed by the Government Representative.

7. Personnel Records

- (a) The Contractor shall maintain or shall ensure to be maintained proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to the Contractor's Employees, bank autopay returns, receipts of wages and records of contributions to the mandatory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of manager and supervisor ranks only) and age of each of the Contractor's Employees.
- (b) The Contractor shall enter into written Standard Employment Contract (if the contractual period exceeds seven (7) days) with accompanying guidance notes with each of the 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 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), 7(a), 7(b) or 7(d), the Government Representative shall be entitled to record in writing a Notice of Default in Employment Commitments ("Notice of Default") and serve the same upon the Contractor. For the avoidance of doubt, a Notice of Default will be issued for each breach of the contractual obligations in respect of wage level, daily maximum working hours, signed Standard Employment Contracts and wage payment by means of autopay. Each such Notice of Default so issued under Government service contract that rely heavily on the deployment of non-skilled workers attracts one Demerit Point. The Demerit Points given to the Contractor from Government departments will be taken into account by the Government in tender evaluation of the Contractor's future bids for all Government service contracts, the performance of which will rely heavily on the deployment of non-skilled workers and may result in the Contractor failing the tender evaluation.

- (b) The Contractor shall comply or shall ensure the compliance with the terms and conditions set out in the written Standard Employment Contracts. If the Contractor is in breach of the terms and conditions in the Standard Employment Contracts **not** in connection with wage level, daily maximum working hours and means of wage payment referred to Clauses 5(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. 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.
- (c) The Contractor shall note that if it receives three (3) or more Demerit Points from one or more Government departments during any rolling period of 36 months period on or after 1 May 2006, its tender for Government service contracts will not be considered for a period of five (5) years from the date of the third Demerit Point is obtained.

9. Performance Monitoring of the Contractor

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

10. No Assignment and Sub-contracting

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

11. Inspection and Rejection

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment,

materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor's Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.

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

12. Payment to Contractor

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

following formula: -

Monthly Fee payable to Contractor =

(Monthly Rate)

—

(Total deductions calculated under Clause 13 of the Conditions
of Contract)

—

(Such other sums the Government is entitled to deduct pursuant
to other provisions of the Contract)

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

- (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 Contract Schedule 2 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 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 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) Statement stipulated in Part 3 of the Service Requirements in Contract Schedule 1 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 Part 3 of the Service Requirements in Contract Schedule 1. 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:

$$\frac{\text{Monthly Wage of Contractor's Employee set out in Schedule 2}}{\text{Number of calendar days in the particular month (days) x 9 (hours) x 60 (mins)}} \times \text{Duration of the cumulative total period of absence from duty (in minutes) of Contractor's Employee in a month}$$

- (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 Part 3 of the Service Requirements in Contract Schedule 1;
- (ii) the staff is found to be absent from duty without reasonable excuse or is found to be sleeping whilst on duty or in any other way present but not performing his or her duties; and
- (iii) the staff fails to obey instructions, 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 who shall possess at least five (5) years of experience at in management of contracts for general laboratory assistance services. He shall be able to write and speak fluent English and Chinese. He 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 Contractor 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 Contractor's Employee, the Contractor shall submit details of all the incoming Contractor's Employees to the Government Representatives within three (3) days after such change.
- (c) It is the responsibility of the Contractor 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 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 require 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. Deduction of Monthly Rate in accordance with Clause 13 shall not be applicable to the suspension of Services due to such inclement weather conditions. 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 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 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 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 G to the Terms of Tender; and

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

- (xi) 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 the Clause 13 of the Conditions of Contract.

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 Contract Schedule 6 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.

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.

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	As stated in Appendix A to Terms of Tender

or email

- (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

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.

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. He 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 the Service Requirements in Contract Schedule 1;
- (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;
- (c) as to the assessment/judgement on the quality of the Services;

the Government Representative shall state his decision thereon in writing and the Government Representative’s said decision shall be final and binding upon the parties, provided that the Government Representative shall have power to cancel any such decision and to substitute it

with any other decision thereof.

38. Review of the Management Plan and Work Plan

The Government Representative may from time to time and at any time require in writing the Contractor to revise any of the plans contained in Contract Schedule 5 in such manner as the Government Representative may specify.

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).

**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: _____

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

* Committed wages means wage as set out in Contract Schedule 2 by successful Tenderer.

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

Among other things, any non-compliance with the committed daily maximum working hours for 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.

Conditions of Contract

PART 3
CONTRACT SCHEDULES

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Contract Schedule 1
Service Requirements

The Contractor shall provide laboratory cleansing and general assistance services for Veterinary Laboratory Division (VLD) during the whole Contract Period in accordance with this Contract Schedule 1.

Part 1 - Qualification Requirements of the Contractor's Employees

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

	Rank	Qualification and Other Requirements
(a)	Contract Manager	(i) possess a minimum of five (5) years' experience in management of contracts for general laboratory assistance services; and (ii) be able to write and speak fluent English and Chinese.
(b)	General Laboratory Services Assistant (Supervisor)	(i) possess a minimum of three (3) years' experience in general laboratory cleansing and general assistance services in which at least 1 year is at supervisory level; and (ii) must have completed <u>Form 3</u> or above education, or equivalent; (iii) must be able to speak fluent Cantonese and simple English, read and write Chinese and simple English; (iv) preferably conversant with computer software application e.g. MS Word, MS Excel, Chinese word processing; (v) must have laboratory cleansing and general assistance working experience preferably in clinical laboratory with documentary proof.
(c)	General Laboratory Service Assistant	(i) must have completed <u>Form 3</u> or above education, or equivalent; (ii) must be able to speak fluent Cantonese and simple English, read and write Chinese and simple English; (iii) preferably conversant with computer software application e.g. MS Word, MS Excel, Chinese word processing; (iv) must have laboratory cleansing and general assistance working experience preferably in clinical laboratory with documentary proof.

Part 2 - 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) attend performance monitoring meetings with Government Representatives as and when required.

and

- (iv) give proper training, supervision and guidance to the General Laboratory Services Assistant (Supervisor) in performing the Services when required.

- (a) General Laboratory Services Assistant (Supervisor) (herein referred to as “Supervisor”)

The Supervisor shall in addition to his laboratory cleansing and general assistance duties, also 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 Service Required as listed in part 7 below; and
- (ii) Keeping a log book of the daily attendance record of each General Laboratory Services Assistant.

- (b) General Laboratory Services Assistant

The General Laboratory Services Assistant shall be responsible for performing laboratory cleansing and general assistance services in VLD as assigned by the Contractor and in accordance to Part 7 Schedule of Service Required below

Part 3 – Services to be provided

- (a) The Contractor shall provide the 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 July 2018 to 30 June 2020, both days are inclusive (24-month)
General Laboratory Services Assistant (Supervisor)	1	
Total:	9	

(b) Service hours

Contractor should provide 8 General Laboratory Services Assistants and 1 General Laboratory Services Assistant (Supervisor) who on average should provide **45 hours** of service a week (inclusive of 1 hour lunch time daily). The service hour in Tai Lung Veterinary Laboratory is 08:00 to 18:00 (Mondays), 08:00 to 17:45 (Tuesdays to Sundays); and Sheung Shui Branch Laboratory is 07:30 to 21:30 (Mondays to Sundays). Contractor's employees may be required to work on Saturdays and 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.
- iii. Contractor's employees may be required to deliver materials between the two laboratories mentioned above, or between the laboratories to the AFCD headquarters in Sham Shui Po regularly (Transport vehicle is provided.).

Part 4 - Scope of Work

- (a) The Contractor shall be responsible for providing, in accordance with the provisions of this Contract, the Services for the duration of the contract period, including during outbreak of infectious diseases. The details and schedule of Services is provided in Part 7 below.
- (b) 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.
- (c) The Contractor shall ensure that they have adequate staff at all times to efficiently and properly fulfill its obligations under this Contract.
- (d) 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.
- (e) 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.
- (f) The Contractor shall obey all instructions and comply with all reasonable requests that may be put forth by the VLD and/or its designated Government Representatives.
- (g) 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.
- (h) 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.

- (i) 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.

Part 5 - Quality of Service

The Services shall be as specified in the Schedule of Service Required in Part 7 below and shall fulfill all the conditions and terms as required:

Quality Control

- (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 Contractor's employees shall report duty daily to VLD office and sign 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 on Part 7 of the Schedule of Services required 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.

Part 6 – Provision of Mobile Phone Contact of Contract Manager

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

Part 7 – Schedule of Service Required

General Work Schedule	Minimum Frequency
To deploy 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
(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) receipt 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
(xvi) General washing of a government vehicle	Daily or whenever necessary
<u>Specific Work Schedule</u>	<u>Minimum Frequency</u>
<u>I. Reception and Central Support</u>	
To deploy Employees to station for the above general work schedule and specific work schedule at the Reception and Central Support Area:	
(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) Delivery service from VLD to outstation and other locations;	Whenever necessary
(v) Control the entrance and departure of visitors;	Whenever necessary
(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	Daily or whenever necessary
(xi) Provide the supplementary and related services required under the Contract.	
(xii) Conducts regular inspections of laboratory and store areas to identify and report damage that need attention.	
<u>II. Avian Virology Laboratory</u>	
To deploy Employees to station for the above general work schedule and specific work schedule at Avian Virology Laboratory:	

<ul style="list-style-type: none"> (i) Refill distilled water to water tank of the egg hatcher; and (ii) Change of water filter for the egg hatcher; and (iii) Place the requested amount of eggs (150-500eggs) into the assigned egg hatcher; and (iv) Clean, disinfect and decontaminate rooms and clean filter of the conditioning in the egg shed; and (v) Transport hatched eggs from Egg hatching room to Avian Virology Laboratory; and (vi) Stock keeping for egg delivery; and (vii) Assist in egg candling; and (viii) Transport test specimen from Avian Virology Laboratory to New Annex building; and (ix) Provide the supplementary and related services required under the Contract. 	<p>Daily and /or whenever necessary</p> <p>Every 2 months</p> <p>3 times per week and/or whenever necessary</p> <p>Every 2 months</p> <p>3 times per week and/or whenever necessary</p> <p>Every week</p> <p>Daily and /or whenever necessary</p> <p>3 times per day and/or whenever necessary</p>
III. <u>Bacteriology Laboratory</u>	
<p>To deploy Employees to station for the above general work schedule and specific work schedule at Bacteriology Laboratory:</p>	
<ul style="list-style-type: none"> (i) Provide the supplementary and related services required under the Contract. 	
IV. <u>Histology Laboratory</u>	
<p>To deploy Employees to station for the above general work schedule and specific work schedule at Histology Laboratory:</p>	
<ul style="list-style-type: none"> (i) Assist to prepare reagents for routine staining; and (ii) Store specimen, histological slides and blocks after processing; and (iii) Clean up molds, slides, stainless steel racks and glassware; and (iv) Assist to discard reagents; and (v) Provide the supplementary and related services required under the Contract. 	<p>Whenever necessary</p> <p>Whenever necessary</p> <p>Whenever necessary</p> <p>Whenever necessary</p>
V. <u>Media Preparation Room</u>	
<p>To deploy Employees to station for the above general work schedule and specific work schedule at Media Preparation Room:</p>	

<ul style="list-style-type: none"> (i) Assist to label, prepare and packing of the cultural media and viral transport media; and (ii) Provide the supplementary and related services required under the Contract. 	Daily and whenever necessary
VI. <u>Serology Laboratory</u> To deploy Employees to station for the above general work schedule and specific work schedule at Serology Laboratory:	
<ul style="list-style-type: none"> (i) Clean chicken house and its surrounding area. (Area: app. 40m²); and 	Daily
<ul style="list-style-type: none"> (ii) Feed chickens; and (iii) Assist in chicken bleeding; and (iv) Assist in slaughtering the retired chickens; and (v) Simple preparation work and clean up before and after chicken blood sampling / collection; and (vi) Provide the supplementary and related services required under the Contract. 	Daily Bi-weekly and when necessary Whenever necessary Bi-weekly and when necessary
VII. <u>Molecular Biology Laboratory</u> To deploy Employees to station for the above general work schedule and specific work schedule at Molecular Biology Laboratory:	
<ul style="list-style-type: none"> (i) Assist in preparation of reagent, such as electrophoresis gel; and (ii) Switch on/off radiation UV lamp for sterilization and decontamination; and (iii) Provide the supplementary and related services required under the Contract. 	Daily whenever necessary Daily whenever necessary
VIII. <u>Residues Screening Laboratory (RS)</u> To deploy Employees to station for the above general work schedule and specific work schedule at Residues Screening Laboratory:	
<ul style="list-style-type: none"> (i) Deliver samples and document from VLD to outstation and other locations; and (ii) Provide the supplementary and related services required under the Contract 	Whenever necessary

<p>IX. <u>Residues Quantitative Laboratory (RQ)</u></p> <p>To deploy employees to station for the above general work schedule and specific work schedule at Residues Quantitative Laboratory:</p> <ul style="list-style-type: none"> (i) Deliver samples and document from VLD to outstation and other locations; and (ii) Provide the supplementary and related services required under the Contract 	Whenever necessary
<p>X. <u>Equine Testing laboratories</u></p> <p>To deploy employees to station for the above general work schedule and specific work schedule at Equine Testing laboratories:</p> <ul style="list-style-type: none"> (i) Assist to prepare kits and reagents for routine testing; and (ii) Store specimen after processing; and (iii) Clean up molds, slides, stainless steel racks, benches and glassware; and (iv) Assist to discard reagents; and (v) Provide the supplementary and related services required under the Contract. 	Whenever necessary

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

Contract Schedule 2

Price Schedule – Rates of Charge for the Provision of the Services

**(to contain the successful Tenderer's price proposal subject to
such modification as may be agreed with the Government)**

Contract Schedule 3**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)

The monthly wage 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 and HK\$ _____ per hour.

The monthly wage 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 and HK\$ _____ per hour.

Contract Schedule 4
Code of Conduct for the Contractor's Employees

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

Contract Schedule 5
Management Plan and Work Plan

(to contain the successful Tenderer's technical proposal on

(a) **Management Plan**

(b) **Work Plan**

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

Contract Schedule 6

Green Guidelines for Services

1. Cleansing Products and Supplies

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

Product 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 should be at least 90% biodegradable Should 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 Should 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 should be at least 90% biodegradable Should not contain more than 5% by mass VOC Should not use phosphonates during manufacturing of the products Should 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 should be at least 90% biodegradable Should not contain more than 5% by mass VOC The product should not contain halogenated substances Should 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), or possible (Group 2B) carcinogens
Soap toilet liquid	<ul style="list-style-type: none"> Should 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 should 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 <ul style="list-style-type: none"> i. Addition of optical brighteners should not be permitted ii. The content of detectable formaldehyde in the final product should not exceed 0.15 mg/kg. The determination should be made in accordance with DIN EN ISO 15320:2004 iii. The content of pentachlorophenol in the final product should not exceed 0.15 mg/kg. The determination should be made in accordance with DIN EN ISO 15320:2004 Cotton Waste AOX emissions in the bleaching effluent should be less than 100 mg Cl/kg
Disinfectant	<ul style="list-style-type: none"> Should not be formulated or manufactured with builders belonging to phosphates Should not be formulated or manufactured with surfactants belonging to alkylphenol ethoxylates

2. Water Saving

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

3. Energy Saving

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

4. Staff Training

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

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

**Part 4
OFFER TO BE BOUND**

1. Having read the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments of this Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.

2. I/We do hereby agree to carry out the whole of the Services which may, during the Contract Period or any extension thereto be required, by or on behalf of the Government Representative to be carried out, at the prices quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments.

3. I/We also certify that the particulars given by me/us below, are correct:

(a) The number of my/our/the Company's Business Registration Certificate is

(b) The date of expiry of my/our/the Company's Business Registration Certificate is

(c) I am/We are/The Company is covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:

Policy No.

Name of Insurance Company

Period covered by the Policy is from

to

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

.....

.....

4. I am/We are duly authorized to bind the said Company hereafter mentioned by my/our signature(s).

5. The name of the Company is

6. The registered office of the Company is situated at
..... Hong Kong.

7. Name(s), Title(s) and address(es) of person(s) signing:

.....

.....

Signature(s):

Dated this day of 20.....

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

Tender Ref.: AFCD/VLD/01/18

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

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

**PART 5
MEMORANDUM OF ACCEPTANCE**

The Tender Document (Ref.: AFCD/VLD01/18) and your Tender submitted in response thereto refer.

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

I
(Name and position of officer)

accept your tender for the Contract (as defined in the Tender Document) to provide the Services (as defined in the Tender Document) on and subject to the terms and conditions set out in the Contract. A copy of each document constituting the Contract is hereby attached for identification purpose.

Dated this day of 2018.

Signed by the said.....

in the presence of :.....

.....
.....

.....
.....