

Tender Document

Provision of Cleaning Services

for

**Hong Kong Chu Hai College,
80 Castle Peak Road, Castle Peak Bay,
Tuen Mun, Hong Kong**

Hong Kong Chu Hai College Limited

March 2023

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SECTION ONE: INFORMATION TO TENDERERS**1 Preambles**

The purpose and intent of this “Information to Tenderers” is to facilitate the tenderers to submit tender for providing Cleaning Services (the “CLEANING”) at Hong Kong Chu Hai College (the “HKCHC”). in Hong Kong, Tuen Mun, New Territories.

The tender document consists of:

- 1) Information to Tenderers;
- 2) General Conditions of Contract;
- 3) Specification;
- 4) Request for Proposal Form; and
- 5) Schedule of Offer.

The tenderer shall check the number of pages of all the documents attached. Should there be any missing or indistinct pages, the tenderer shall inform the Purchaser at once and have the same rectified.

Should the tenderer for whatsoever reason be in doubt as to the precise meaning of any description or item, clarification shall be made for correct meaning before the closing time for tender submission.

2 Definitions and Interpretations

- 2.1 Except where the context otherwise requires the following expressions in the Tender Document shall have the following meanings: -
 - 2.2 ‘Contract’ means the contract hereunder and reference to the terms thereof shall include the terms of proposal unless inconsistent with the context of such reference;
 - 2.3 ‘Vendor’ means the tenderer whose proposal is accepted;
 - 2.4 ‘Contractual Period’ means the period determined by the date the order is placed and the delivery date specified in the quotation;
 - 2.5 ‘Hong Kong’ means the Hong Kong Special Administrative Region of the People’s Republic of China;
 - 2.6 ‘Receiving Officer’ means the officer in charge of a department of HKCHC to which any Schedule Goods are to be sent or provided or such other officer as he may authorize to accept delivery thereof;
 - 2.7 ‘Schedule Goods’ means the articles, materials or services referred to in the Schedule of Offer forming part of the proposal;
 - 2.8 ‘Proposal Closing Date’ means the latest date (Hong Kong time) by which tenderers must be lodged;
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- 2.9 'Tenderer' means the person or persons and/or the firm or the company referred to in the tender document;
- 2.10 'HKCHC' means the Hong Kong Chu Hai College.
- 2.11 'The Purchaser' means Hong Kong Chu Hai College Limited, a company with a principal place of business at Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong.
- 2.12 'The Management' means ISS EastPoint Property Management Limited, a company with a principal place of business at 6/F, Dorset House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong; or from time to time as assigned by the Purchaser.
- 2.13 'ISS' means the ISS EastPoint Property Management Limited.

3 The Site

The Site for the Works are located at the School Campus, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong as confined within the building lot.

4 Acknowledgement of Receipt/Notice of Intent to Submit Tender

Please promptly acknowledge your receipt of this tender by return e-mail to Mr. Desmond Ma [desmondma@chuhai.edu.hk] within 7 days on the intention to tender or not.

5 Tender Inquires

Any inquiries from tenderers concerning this tender shall be directed to the HKCHC and attention to rayyip@chuhai.edu.hk.

6 Tender Closing Date

All tenders must be submitted complete, entire and in the required to HKCHC not later than **3:00 p.m. on 28th Apr 2023 (Friday)**. Tenders received after the closing time will NOT be accepted.

Please note that the closing time and date shall automatically be deferred to 3:00 pm on the next earliest possible working day if Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning is announced by the Government before and remains hoisted beyond the closing time. However, the closing time and date will remain unchanged should the Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning be lowered or withdrawn two hours or more before the specified closing time.

Should a tenderer discover a genuine error in the tender after it has been deposited, written amendment submitted on or before the closing time of the tender submission may be accepted.

7 Acceptance Period

Tender shall remain open for not less than 180 days after Tender Closing Date.

8 Delivery of Tenders

One set of original and 2 sets of copy must be submitted by hand, courier delivery or registered mail. One set should be marked “Original” and the other two sets marked “Copy”. In the event of any discrepancy between the copies, the “original” one will be taken as the true Tender.

The tender is to be submitted in a sealed envelope labeled “Tender of Cleaning Services Contract for Hong Kong Chu Hai College” and “Private & Confidential” and be addressed to the following:

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|---------------------|--|
| Company | Hong Kong Chu Hai College Limited |
| Address | E701, 7/F, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong |
| Contact | Finance Office |
| Tender Box Location | Registrar’s Office, 1/F, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong |

9 Confidentiality Provision

The terms of this tender and all other information provided by us in connection with this initiative are to be treated by your company as strictly confidential and proprietary. Such materials are to be used by your company solely for the purpose of responding to this tender. Access to this information shall not be granted to third parties except on prior written consent of HKCHC and upon the written agreement of the intended recipient to treat the same as confidential. We may request at any time that any of our material be returned or destroyed at our election.

10 This Tender is NOT an Offer to Contract

This tender is not an offer to contract, nor should it be construed as such. It is a definition of specific requirements of HKCHC and an invitation to recipients to submit a responsive proposal addressing such requirements. The Company reserves the right to make no selection and enter into no contract as a result of this tender. Only the execution of a written between the Company and a Tenderer will obligate the Company in accordance with the terms and conditions contained in such contract.

11 Your Response to this Tender Constitutes an Offer to do Business

It should be understood that your responsive to this tender constitutes an offer to do business on the terms stated in your proposal and should a contract be awarded to you, the Company may, at its option, incorporate all or any part of your proposal to this tender in the contract. The Company reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer after Tender Closing Date.

12 Rights Of Hong Kong Chu Hai College Limited

The Company reserves the right to reject all proposals, to accept one which is not at the lowest cost or one which provides a lesser or larger range of services than indicated in this tender.

The Company is not bound to give any explanation or reason for the rejection of any of the proposals or for the award or non-award of the contract to any or none of the tenderers.

13 Incurred Expenses & Property Rights

This tender does not commit or obligate the Company to pay any expenses incurred by you in the preparation of your proposal. All such expenses are solely at the risk of the tenderer. By submitting your tender, you agree that all proposals to this tender shall become the property of the Company.

14 Non-Use of Hong Kong Chu Hai College Name

You shall not use the names, trademarks, or proprietary indicia of HKCHC nor its parent corporation, subsidiaries or affiliates as a reference, or in any advertising, announcement, press release or promotional materials, including testimonials, quotations, case studies, and other endorsements. No exceptions are granted without prior written consent from the Company.

15 Media Release

In addition to obligations under your existing confidentiality agreement with the Company, you will not make (or cause to be made) any public announcement relating to this tender or the Company evaluation process, and shall not otherwise publicize, confirm the existence of or comment on this tender in any manner, without the express written consent of the Company.

16 Gifts or Payments

Tenderers shall not offer, agree to give or give any gift or consideration of any kind to any employee or representative of the Company or its affiliated enterprises as an inducement or reward for any act, including, without limitation, refraining from an act and showing favour or disfavour to any person or entity, in relation to the evaluation and consideration of this proposal or award of this or any other contract by HKCHC.

17 Format of Proposal

Your proposal to this tender must be presented including all of the information requested. Failure to provide all of the requested information and/or failure to comply with formatting requirements and/or failure to submit the completed Form of Tender may subject your offer to disqualification and elimination from consideration for award. Proposals should follow the sequencing of items as presented in this tender document. All proposal elements should be numbered to correspond with the tender item to which it is intended to be responsive.

18 Tenderers' Suggestions/Alternative Proposals

The Company is interested in exploring any reasonable suggestions/ alternative approaches that in your company's estimation, might meet our requirements in a more timely, cost effective or creative fashion. Any alternative approaches included in your proposal should note specifically that they are alternatives and cite the specific requirements herein to which they are alternatives. The Company, may, has the option to remove from consideration any alternative proposals, which do not meet our requirements.

You are cautioned that our review of any alternative proposal is contingent upon your company having submitted a complete proposal in response to this tender in the required format.

19 Financial Assessment

Tenderers shall, upon request by HKCHC whilst their proposals remain open or as requested in the Proposal Document, submit the latest audited accounts or unaudited accounts as appropriate for checking within 7 days from the date of such requests or together with their proposals respectively. Tenderers understand and agree that the aforesaid accounts provided will be used for financial assessment by HKCHC or any third parties as appointed by HKCHC.

20 Presentation

As part of the proposal evaluation exercise, HKCHC may invite tenderers to present their proposals, at no cost to HKCHC, after their proposal submission.

21 Disclosure of Information

HKCHC may disclose information on the awarded contract including the name of and prices offered by the successful Tenderer to interested parties including the unsuccessful tenderers unless tenderers indicate their disagreement to such disclosure in writing in the proposal.

22 Personal Data Collection

Tenderer's personal data provided in the tender will be used for tender evaluation and contract award purposes, and will be disclosed to the parties responsible for proposal evaluation. Tenderers with insufficient and/or inaccurate information may not be considered.

23 Job Reference

Tenderer's submission of previous job reference is made on the basis to authorize CHCEH to seek references from those companies named by the tenderer.

SECTION TWO: GENERAL CONDITIONS OF CONTRACT

In consideration of the mutual promises in the Contract including these Terms and Conditions (“this Contract”), the Vendor and the Purchaser agree as follows:

1 Definitions and Interpretations

1.1 Save where otherwise defined or as the context requires, the following definitions apply in this Contract:

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|-------------------------------------|--|
| “authorized / designated person(s)” | means such person(s) who has/have the authority to deal with matters relating to the terms and conditions of this Contract as notified in writing from time to time by either party to this Contract to the other party; |
| “this Contract” | means all the Terms and Conditions of this Contract together with all Appendices, if any, attached hereto; |
| “the Government” | means the Government of the Hong Kong Special Administration Region; |
| “the Management” | means “ISS EASTPOINT PROPERTY MANAGEMENT LIMITED / ISS” or its successors and assigns, or from time to time or from time to time as assigned by the Purchaser; |
| “the Property” | means the Property at the location as specified in this Contract; |
| “the Purchaser” | means the Hong Kong Chu Hai College Limited; |
| “the Representative(s)” | means the Facilities Services Manager and/or his designated representative appointed by the Management to deal with the daily routine services of the Property; |
| “the Services” | means the cleaning services as specified in this Contract and the Schedule or as modified by the Management from time to time; |
| “the Vendor” | means the person(s), firm or company who is a party to this Contract; |

1.2 In this Contract, unless the context requires otherwise:

- (a) the Schedules form part of this Contract;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include the other genders; and

- (d) references to the word “include” or “including” are to be construed without limitation.
 - (e) the terms “shall”, “will” and “agree” are mandatory, and the term “may” is permissive;
 - (f) the word “or” is not exclusive;
 - (g) a “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (h) a “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (i) a provision of law is a reference to that provision as amended or re-enacted; and
 - (j) a time of day is a reference to Hong Kong time, unless stated otherwise.
- 1.3 Headings are inserted for convenience only and shall be ignored in construing this Contract.
- 1.4 No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Contract or any part of it.
- 1.5 References to designated Sections, Schedules and other subdivisions are to the designated sections, schedules and other subdivisions of the body of this Contract and references to this Contract include its schedules.
- 1.6 In this Contract, the Purchaser shall in good faith determine whether an event, circumstance or other relevant situation is “material” or whether any matter or thing is necessary or desirable or otherwise calling for a determination and the Purchaser's determination shall be conclusive and binding on the Vendor.

2 Licence / Permit / Certificate Holder and Certified True Copies

- 2.1 The Vendor and the personnel and/or representative(s) of the Vendor should hold valid licence(s) where applicable, recognized/issued by the relevant Trade/Industry and/or any other relevant authorities of the Government.
 - 2.2 The Vendor undertakes to provide all relevant certified true copies of the Licence, Permit, Certificate, Business Registration (BR), Certificate of Incorporation (CI), Insurance Policy and/or other related documents, as the case
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may be to the Purchaser forthwith upon signing of this Contract and/or upon any subsequent renewals/changes or at the request of the Purchaser.

3 Transfer or Assignment of Contract

The Vendor shall not transfer, assign whole or part with the benefit and burden of this Contract (as it affects the Vendor) or any part thereof directly or indirectly to any other person, firm or company and shall not without prior consent in writing of the Purchaser sub-contract out any of the work to be done by the Vendor hereunder.

4 Schedule Goods, Specifications and Proof Notes

- 4.1 Schedule Goods shall be of the qualities and sorts described and equal in all respects to any specifications or drawings mentioned in the Schedule of Offer hereto, or to any specifications, drawings or samples supplied by the Vendor before acceptance of its proposal.
- 4.2 Any drawings and specifications reasonably required for the Vendor's guidance in the execution of the Contract shall be furnished to it free of charge but shall be returned to HKCHC on completion of the Contract.
- 4.3 If required the Vendor shall furnish HKCHC with a proof note or certificate showing that the Schedule Goods have been subjected to the normal tests for such goods or such tests as HKCHC may reasonably require.

5 Delivery

The Vendor shall, on receipt of a written Contract from HKCHC, supply and deliver in accordance with the delivery conditions specified in the Contract and to the destination named in such Contract, the quantities of Schedule Goods therein specified within the time (not being manifestly unreasonable) specified in such Contract or if no such time is specified then within 14 days of the lodging of such Contract and in this connection, time shall be deemed to be the essence of the Contract. Each delivery shall be marked with the order number and made with two (2) copies of delivery note and packing lists. The Vendor shall ensure that a receipt thereof is received from HKCHC but such receipts shall not constitute an acknowledgment that the goods therein mentioned are acceptable or satisfactory.

6 Inspections and Acceptances

All deliveries of Schedule Goods will be subject to inspection and/or testing for acceptance by HKCHC.

7 Rejection

- 7.1 Without prejudice to any statutory rights, HKCHC may reject any Schedule Goods which are defective, damaged, spoilt, soiled, or which do not strictly conform with the conditions as specified in the Contract.

- 7.2 Within 24 hours of being notified in writing of the rejection of any goods delivered the Vendor shall remove the same at Vendor's own risk and expense.
- 7.3 Within 7 days of notification of rejection, the Vendor shall replace such goods with satisfactory goods specified in the Contract or in the case where replacement goods have to be obtained from sources outside Hong Kong, the Vendor must advise HKCHC the delivery date when replacement goods will be delivered unless with the notification of rejection HKCHC shall have notified the Vendor that it does not require the replacement of such goods. HKCHC reserves the right to arrange the replacement by other parties in the event that replacement delivery cannot be made within the seven days period referred to above and the goods are urgently required to meet essential requirements of HKCHC.

8 Empties

No return of empties to the Vendor will be made unless it is expressly stated in the Contract or otherwise agreed by HKCHC and all costs incurred for the return will be paid by the Vendor. HKCHC shall not be responsible for the loss or damages of such empties whilst under its control.

9 Contract Period

- 9.1 The period of contract shall be for twenty-four (24) calendar months commencing from date of 1 August 2023.
- 9.2 This Contract is to run continuously from the commencement date until the expiry date of 31 July 2025, unless termination pursuant to the clause for termination of Contract.

10 Termination of Contract

- 10.1 Subject to Clauses 10.2 and 10.3 hereof, either party shall have the right to terminate this Contract by giving one (one) month's prior notice in writing to the other party. On the expiration of such notice, this Contract will absolutely be determined and the other party shall, by virtue of this Clause, waive all rights and privileges to claim for any loss and damage against the party who so terminates this Contract but without prejudice to the indemnity contained hereof and any of the Purchaser's rights and remedies against the Vendor in respect of any antecedent breach committed by the Vendor.
- 10.2 Notwithstanding anything herein contained to the contrary, in the event of the Vendor failing to observe or perform any of the terms and conditions herein contained or the Purchaser being requested more Members so to do, the Purchaser shall be at liberty at its absolute discretion to terminate this Contract forthwith by notice in writing to the Vendor provided that nothing herein contained shall preclude the Purchaser from suing the Vendor for all losses or

damages (including extra service charges) which the Purchaser may have suffered due to such non-observance or non-performance and/or early termination of this Contract.

10.3 This Contract may be determined by either party forthwith by notice in writing if either party shall become bankrupt or go into liquidation, other than for the purposes of reconstruction or amalgamation.

10.4 Forfeiture

10.4.1 If the Vendor shall –

- 10.4.1.1 become bankrupt;
- 10.4.1.2 have a receiving order made against him;
- 10.4.1.3 present his petition in bankruptcy or shall make an arrangement with or assignment in favor of his creditors;
- 10.4.1.4 go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction);
- 10.4.1.5 assign the Contract without the written consent of the Purchaser; or
- 10.4.1.6 have an execution levied on his goods.

10.4.2 Or if the Purchaser considers that the Vendor –

- 10.4.2.1 has abandoned the Contract or a part thereof;
- 10.4.2.2 has failed to commence the Contract, or any part thereof, on the commencement date of contract, with reasonable excuse;
- 10.4.2.3 has sub-let the whole or any part of the Contract contrary to the Purchaser's instruction;
- 10.4.2.4 has failed to provide any service under the Contract for 7 days after receiving from the Purchaser a notice in writing to provide such service;
- 10.4.2.5 has failed to comply with an instruction or order from the Purchaser;
- 10.4.2.6 has failed to proceed with work of the Contract or any part of thereof with due diligence or to the satisfaction of the Purchaser despite previous written warning by the Purchaser;

- 10.4.2.7 or any of his employees, agents, sub-contractors or sub-consultants has been found to be involved in any activity contrary to the interests of the Purchaser, involved with the misuse, unauthorized disclosure, unauthorized possession or obtaining of personal data, not for the execution of the Contract or, in breach of the Personal Data Privacy Ordinance or of the Data Protection Principles;

then the Purchaser may at any time by notice in writing upon the Vendor to remove the Vendor from the Property without thereby avoiding the Contract or any part thereof or releasing the Vendor from any of his obligations and liabilities under the Contract or any part thereof or affecting the rights and powers conferred on the Purchaser and the Purchaser may complete or may employ any other parties to complete the Contract or any part thereof. Without prejudice to any other remedy, all additional expenditure properly incurred by the Purchaser plus an on-cost for having such Contract or any part thereof shall be recoverable by the Purchaser from the Vendor.

10.5 Bankruptcy

HKCHC may at any time by notice in writing summarily terminate the Contract without entitling the Vendor to compensation in any of the following events:

- 10.5.1 If the Vendor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or compensation under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purports so to do; or
- 10.5.2 If the Vendor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to HKCHC.

11 **Termination Assistance**

- 11.1 Beginning twenty one (21) days prior to the expiration or other termination of this Contract, Vendor will provide all assistance reasonably requested by Purchaser to assure a smooth transition of the Services to Purchaser's internal services or a successor vendor (the "Termination Assistance Services").

- 11.2 Purchaser will, effective upon the completion of any Termination Assistance Services, be permitted to recruit and/or hire any Vendor's Personnel substantially dedicated to the performance of Services during the twelve (12) months period prior to the expiration or termination of the Contract. Vendor will waive, and will cause its Sub-Contractors and Affiliates to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by Purchaser or its designee.
- 11.3 Upon the completion of the Termination Assistance Services, Purchaser or its designee will have the right (but not the obligation) to purchase, or assume the lease for, any equipment owned or leased by Vendor, Subcontractors or Vendor's Affiliates that is primarily used to perform the Services pursuant to this Contract. Any such purchase will be at a price equal to Vendor's book value of such equipment or such other price as the Parties may agree.
- 11.4 Promptly following the completion of the Termination Assistance Services, Vendor will deliver to Purchaser all materials, information and data supplied by Purchaser including the Equipment in connection with this Contract, together with all work product and Materials in progress as of the effective date of termination, including all related source code and documentation, whether complete or partially complete, and a written summary thereof.

12 Return of Document upon Termination

The Vendor shall within thirty (30) days from the termination of Contract return all documents in a system as specified by the Purchaser in relation to the management of the Property and under the Provision of the Contract to the Purchaser free of charges.

13 Extension of Contract Period and Renewal

The Vendor hereby grants the Purchaser a right to extend the Contract Period for a further period [from one (1) to six (6) months] from the expiration of the Contract Period on the same terms and conditions of the Contract. Subject to the Vendor's satisfactory performance of the services, the Purchaser may at its discretion give the Vendor or a written notice not less than one (1) month prior to the expiry of the Contract Period to exercise the right to extend the Contract Period for a further period from the expiration of the Contract Period and on the issue of the said notice to the Vendor, the Contract herein shall be extended for a further period of the Extended Contract Period on the same terms and conditions of the Contract.

The Purchaser may at his absolute discretion invite the Vendor to negotiate the renewal of the Contract with different terms and condition.

14 Service Charges

Service Charges shall include all expenses for the following items:

- 14.1 Performance of the Services as specified in this Contract.

For avoidance of doubt, the Service Charges shall include all costs in connection with the initial preparation, planning, overhead, supervision, travelling, transportation etc. for performance of the Services under this.

- 14.2 All wages, benefits, compensation and entitlements of the servicing personnel and/or any other representative(s) of the Vendor.

15 Compensation by Way of Liquidated Damages on Suspension and/or Non-Compliance of Services

In the event of the Vendor failing to perform or complete any of the Services as specified or requested from time to time, the Purchaser shall have the right to deduct from the Service Charges any reasonable or proportionate sum as determined by the Purchaser. In particular,

- 15.1 In the event of the Vendor failing to satisfactorily perform the Services and/or comply with any conditions specified in this Contract and/or unable to rectify breaches, the Purchaser shall be at liberty, whether by itself or instruct a third party to rectify the same by using any materials or equipment left in the Property by the Vendor, if any, subject to service of prior notice on the Vendor. The Purchaser shall not be liable to make any future payment(s) to the Vendor until the rectification shall have been completed and accepted in accordance with the requirements of this Contract.
- 15.2 The Purchaser shall be entitled to deduct from any amount due to the Vendor expenses incurred by the Purchaser under Clause 14.1 and if the total cost so incurred exceeds the amount due to the Vendor, the difference shall be recoverable by the Purchaser as debt due to the Purchaser from the Vendor.
- 15.3 All damages, costs, charges, expenses, interest, debts or sums for which the Vendor is liable to the Purchaser under this Contract may be deducted by the Purchaser from monies due to the Vendor under this Contract and shall not be interpreted or effected as penalty.
- 15.4 The Purchaser shall have absolute discretion to levy an administration charge and/or deduct a reasonable amount of monies from the payments should the Vendor fail to provide sufficient and competent manpower, level of services, or quality of materials or function of the equipment, information or document submission, or meet the general performance pledge etc as required or reasonably expected. Records of staff attendance, contracts, or approved payments etc shall, if so required be submitted to Purchaser for verification. A single quotation of work or service from the Purchaser for substituting the work or service the Vendor fails to provide shall be sufficient as an evaluation for deducting the monies due to the Vendor.

16 Damage to or Loss of Equipment Articles or Materials

When equipment, articles or materials of Purchaser are issued to the Vendor under this Contract, the Vendor shall be responsible for the due return of such equipment, articles or materials. If any such equipment, articles or materials shall be lost or damaged due to any cause whatsoever, while in the operation, possession or control of the Vendor or his staff, agents and/or sub-contractors, the Vendor shall pay for the same at the replacement cost. Notwithstanding to any insurance arrangement or provisions shall be held by the Vendor, a quotation collected by Purchaser shall be the costs or damages for the compensation and the Vendor shall deem to agree and settle the costs, damages and administration fee (if any) within fourteen (14) days upon being served with the quotation. Otherwise, the compensation shall be deducted from next earliest services payment by Purchaser without further dispute. The decision of Purchaser shall be final and binding.

17 Payment for Schedule Goods

The Vendor shall send certified invoices to HKCHC stating HKCHC's purchase order number, particulars and quantities of goods and/or services delivered, unit prices, applicable discounts and net payment due. Payment will normally be made to Vendor within 30 days from receipt of invoices and acceptable goods and/or services.

18 Prevention of Bribery and Corruption

- 18.1 The Vendor shall be responsible for the good conduct of its employees, sub-contractors, agents, servants, or workmen and suppliers, and to inform them that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance, is not permitted.
- 18.2 The Vendor shall prohibit them from soliciting or accepting any monies, gifts, hospitality, entertainment or inducement from the occupants, visitors and any third party. This message shall be publicized widely amongst them especially before major festivals.
- 18.3 The Vendor shall take reasonable measures to prevent the occurrence of corruption practices in relation to the provision of the cleaning services and establish a code of conduct to warn its employees against corrupt practices.
- 18.4 The Vendor shall notify the Purchaser of any events or situations that may give rise to or appear to a third party to be a conflict of interest.

19 Declaration of Interest

On appointment and during the currency of this Contract, the Vendor must declare any interest if it is considered to be in real or apparent conflict within the Services. The Vendor shall not undertake any services, which could give rise to conflict of interest, except with the prior approval of the Purchaser which approval shall not be unreasonably withheld.

20 Offence of Bribery

If the Vendor is found to have offered or given any gratuity, bonus, commission, advantage, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee of HKCHC in relation to the Contract or any other agreement or contract of HKCHC, the Vendor shall be guilty of an offence under the Prevention of Bribery Ordinance and HKCHC shall be at liberty to forthwith cancel the Contract, agreement or contract, as the case may be, and shall hold the Vendor liable for any loss and damages which HKCHC may thereby sustain.

21 Recovery of Sums Due

Whenever under the Contract any sum of money shall be recoverable by HKCHC from or payable by the Vendor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Vendor under the Contract or any other contract with HKCHC.

22 Patents and Copyrights

The Vendor shall warrant that the Schedule Goods supplied under the Contract do not infringe upon the patent or copyright of any third party. In the case of any claim or action brought against HKCHC, its employees or agents alleging infringement of any patent or copyright in respect of the Schedule Goods supplied pursuant to this Contract, the Vendor shall indemnify and hold HKCHC, its employees and agents harmless against all costs and damages arising out of such alleged infringement and undertake to defend or settle such claim or action at the expense of the Vendor.

23 Intellectual Property Rights

23.1 HKCHC shall be the sole proprietary owner of and has control or the right to use all materials including but not limited to files, discoveries, development, designs, drawings, specifications, tracings, diagrams, flow-charts, samples, data, marketing plans or techniques, software programs, tapes, technical, financial or business information, artworks, photos and films (the “Deliverables”) produced under the Contract by the Vendor. All Deliverables should be returned to HKCHC immediately upon the termination of the Contract or completion of the services rendered under the Contract.

23.2 All materials supplied by HKCHC (the “Materials”) under the Contract remain the property of HKCHC. The Vendor shall be responsible for the due return of the Materials upon termination of the Contract or completion of the services rendered under the Contract. Should any Materials be lost or damaged from any cause whatsoever while in the possession or control of the Vendor or its employees, officers, representatives, sub-contractors or agents, HKCHC shall have right to claim the Vendor for the original cost of the Materials and all costs and damages incurred as a result of the loss of the Materials.

23.3 The Vendor shall keep the Materials supplied by HKCHC and the Deliverables

supplied to HKCHC confidential, and shall not divulge or communicate to any person the Materials or Deliverables including but not limited to the business or affairs of HKCHC and shall use its best endeavors to prevent any unauthorized disclosure of such information and undertake not to use or reproduce such Materials and Deliverables by itself, its employees, officers, representatives, sub-contractors, agents and clients without the prior written consent of HKCHC save and except for the rendering of service under the Contract. Any unauthorized use of such Materials and Deliverables shall be construed as a material breach of the Contract, and HKCHC shall have the right to claim the Vendor for all benefits gained by the Vendor, and/or the loss of benefits to HKCHC resulting from such unauthorized use.

24 Risk of Loss

Notwithstanding any other term of the Contract or inference therefrom, the risk of loss to goods ordered shall be upon the Vendor until the goods are received and accepted by HKCHC.

25 Vendor's Conditions

Any terms and conditions imposed by the Vendor which are inconsistent with or additional to the terms and conditions stated herein shall not be binding upon HKCHC unless expressly accepted in writing by HKCHC.

26 Disputes and Applicable Law

26.1 If any dispute arises between HKCHC and the Vendor in reference to the performance of the Contract, or any part thereof, HKCHC or Vendor may forthwith give to the other party written notice requiring the matter to be referred to a single arbitrator, in accordance with the procedures governed by the Arbitration Ordinance, whose decision shall be final, and binding on the parties. The costs of such reference shall be in the discretion of the arbitrator.

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

27 Variations

27.1 To cope with the requirements and/or regulations of the Purchaser in the Property and/or any relevant authorities of the Government, the Purchaser shall have the right to make such reasonable requests by prior notice in writing for the Vendor to vary the Services such as hours of service, work schedule, scope of work as specified in this Contract.

No such notice for variation of services shall vitiate this Contract or be charged for by the Vendor, save and except variations or alternations which result in a significant increase/alternation of work or requirements and manpower. In such eventuality, the increment and/or any additional payment(s) shall be charged

subject to consent by both parties.

- 27.2 All specifications and terms and conditions as contained in the Tender Documents, unless otherwise stated, will form part of this Contract. If there is any discrepancy in the Terms and Conditions as stated in the Tender Documents and this Contract, the latter shall prevail.
- 27.3 No variation of the terms and conditions of this Contract shall be valid unless it is signed by the respective Director, Managing Director/ General Manager of the Vendor and the Purchaser, and/ or their authorized/designated person(s).

28 Make Good

The Vendor shall make good all the disturbed/damaged areas and/or fixtures/ facilities/ equipment during the course of performing its duties.

In this Contract, “Make Good” shall be construed as to provide for all labour and materials necessary to restore and/or reinstate the disturbed/damaged areas and/or fixtures/ facilities/ equipment back to their normal and original condition within a reasonably short period of time to the same face, colour, texture etc; and in the same materials and finishing as the surrounding work, and shall include but not be limited to painting, colouring and/or varnishing any new works to match the surrounding of existing work to the entire satisfaction of the Purchaser.

29 Tools, Supplies and Storage

- 29.1 The Vendor shall provide all necessary tools and supplies for the performance of the Services. Such tools and supplies must be at all times of good quality and subject to the written approval of the Purchaser. The tools should be kept in good working order at all times.

Tools and Supplies procured by the Purchaser to the Vendor on loan basis, if any, must solely be utilized for the provision of the Services to the Property. The Vendor is liable to safekeep and maintain such tools and supplies. Upon the termination of this Contract, the Vendor shall return all such items to the Purchaser and shall be responsible for any loss and damage thereto (normal wear and tear excepted), either by means of replacement of such items and/or rectification of all such lost/damaged items back to their original condition to the entire satisfaction of the Purchaser.

- 29.2 All old materials, parts and components which remain or left in the Property or in its vicinity after overhaul, repair and alteration work shall become the property of the Purchaser and the removal of the same must have the prior written consent of the Purchaser. The Vendor shall clear all these materials, parts and components from the Property at its own expense whenever required by the Management.

- 29.3 In no circumstances may tools, supplies and equipment be left anywhere else in

the Property or other neighbouring open areas without the prior written consent of the Purchaser.

30 Health and Safety

- 30.1 The Vendor shall comply with all statutory requirements regarding health and safety and shall submit a safety plan upon request prior to the commencement of the Contract and shall throughout the Contract period (or the Extended Contract Period, if any) have full regard for the safety of all persons.
- 30.2 The Vendor shall provide training to their staffs which includes occupational safety and health related courses.
- 30.3 The Vendor shall provide their staffs with and ensure their staffs wear appropriate equipment including but not limited to helmets, safety shoes etc. in the course of providing the services and when appropriate instruct their staffs to take all safety precaution required in carrying out the duties.
- 30.4 The Vendor shall ensure that all its employees and sub-contractor shall wear special or protective clothing and footwear as the Purchaser may consider necessary or appropriate. All special or protective clothing and footwear shall be provided, maintained and replaced as necessary by the Vendor at its own expenses.

31 Liability for Damages or Compensation

- 31.1 HKCHC shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance, the Employees' Compensation Ordinance, or at Common Law by or in consequence to any accident or injury to any workman or other person whether in the employment of the Vendor or any sub-Contractor and the Vendor shall indemnify and hold HKCHC harmless against and from any and all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 31.2 The Vendor shall effect a policy of insurance against all claims, demands or liability in pursuance of this Contract with a company approved by HKCHC (which approval shall not be unreasonably withheld) and shall continue such insurance for the duration of the Contract and shall when required, deposit with HKCHC for safe keeping during the currency of the Contract such policy of insurance together with the receipt of payment of the current premium.
- 31.3 If the Vendor shall fail to effect and keep in force the insurance referred to or any other insurance which it may be required to effect under the terms of the Contract then and in any such case HKCHC may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by HKCHC as aforesaid from any moneys due or which may become due to the Vendor or recover the same as a debt due from the Vendor.

- 31.4 In the event of any workmen or other persons employed on any work done in pursuance of the Contract whether in the employment of the Vendor or its sub-Contractor suffering any personal injury or death and whether there be a claim for compensation or not, the Vendor shall without delay give notice in writing of such personal injury or death to HKCHC.
- 31.5 The Vendor, Vendor's agents or sub-Contractors shall at all times be responsible and liable for damage to property of ISS or of any of its employees or agents or any injury to or death of any employee or agent of HKCHC arising out of their actions.
- 31.6 The Vendor shall obtain insurance on Employees' Compensation Policy. A copy of the Notice of Insurance (as required under the Employees' Compensation Ordinance) shall be submitted once the proposal is awarded.

32 Insurance and Liabilities

It shall indemnify in full the Purchaser and the Management against all loss, damage, costs and expenses incurred by the Purchaser and Management and/or any demands, claims, suits or actions which may at any time **(whether during the continuance of this Contract or at any time thereafter)** be made against the Purchaser or the Management by reason or on account of any acts, deeds or things done or omitted to be done by the Vendor or its officers, employees, representatives or agents in pursuance of this Contract, or any breach, non-observance or non-performance by the Vendor of any terms and conditions herein contained and on the Vendor's part to be served and performed, or otherwise relating to any Contract Goods/Services supplied or provided by the Vendor pursuant to this Contract. The Vendor shall be fully responsible for arranging adequate insurance covering all risks arising out of performance of its duties under this Contract including but not limited to:

32.1 Conforming the Laws of Hong Kong and Industrial Safety

Liabilities from breaches of any Government Ordinances, Regulations or By-Laws for the time being in force relating to the provision and performance of the Services; in particular, liabilities under the Construction Sites (Safety) Regulation under the Factories and Industrial Undertaking Ordinance (Chapter 59 of the Laws of Hong Kong).

32.2 Third Party Liability

All liabilities from Third Party claims arising out of performance of the Services as provided by the Vendor, its servant or agent.

32.3 All Risks Policy

The Vendor shall keep insured a Vendor own risk policy in the sum not less than the total Contract sum per claim to insure against delay due to accidents such as

fire or other hidden hazards. The said insurance policy should contain cross liability clause and indemnity to Principal clause the Vendor should submit the name of the insurance company through which the said insurance policy is insured to the Purchaser and the Management for approval.

The Vendor shall at his/her own cost, take out proper insurance policy of All Risk (AR) in the join name of insurer with the following:

a) *ISS EastPoint Property Management Limited as Facility Manager*

and

b) *Hong Kong Chu Hai College Limited as Landlord*

which cover public liability and property damages at an insured sum not less than HK\$30,000,000.00 in any one incident unlimited in account. The policies are to cover the period from commencement of the Contract until completion of the Work or shall, if required, be extended by the Vendor until no further work of any kind is being carried out. The Vendor shall indemnify the Purchaser and representatives of the Purchaser against all claims, expense, damages, liability, loss, proceedings etc. arising from his/her carrying out of the Work under this Contract.

32.4 Employee's Compensation

Liabilities from and against all claims for compensation under the Employee's Compensation Ordinance (Cap. 282 of the Laws of Hong Kong) by any servant and agent employed or engaged by the Vendor in the performance of the Services under this Contract.

32.5 Other Insurance

Such other insurance may from time to time reasonably be required and specified by the Purchaser.

32.6 Other Liabilities

All liabilities, losses, claims, or proceedings in respect of any damages caused to the Purchaser or the Management and/or the Plant/Property, arising out of, or in the course of, performance of the Services.

32.7 In procuring the insurance cover pursuant to 18 hereof, the Vendor shall ensure that these policies shall contain cross liability clauses (if the Vendor is also named as a co-insured) to the effect that each of the parties (namely Vendor and Purchaser) comprising the insured shall be considered as a separate and distinct unit as if a separate policy had been issued to each of them, and the insurers would waive all rights of subrogation or action which they may have or acquire against the Purchaser arising out of any claim thereunder.

- 32.8 In the event of such breaches resulting in personal liabilities for the Purchaser or the Management on grounds that it is a licence-holder as required by, and/or for such Services, the Vendor shall indemnify and keep indemnified the Purchaser and the Management against all such fines and/or liabilities as the Court may impose as well as the costs charges and expenses (on a solicitor and own client basis) which the Purchaser and the Management may incur or hereafter liable in connection with the defense of such action and/or proceedings.

33 Confidential Information

- 33.1 Neither Party shall disclose to any third party any Confidential Information of the other Party, or use the other Party's Confidential Information except in the proper performance of its obligations under this Contract (or, in the case of Purchaser, its use of the Services performed under this Contract). "Confidential Information" means any information which relates in any way whatsoever to any research, development, trade secrets, customers, technology, systems, proprietary products or business affairs of a Party, but does not include information which (a) is at the time of its disclosure publicly known; or (b) was rightfully known by the receiving Party at the time of disclosure; or (c) is lawfully received from a third party not bound by any confidentiality obligations to the owner of such Confidential Information. Each Party will share the other Party's Confidential Information on a "need to know" basis, and must give its personnel (including but not limited to employees, officers, agents and contractors) notice of the confidentiality obligations in this Contract and the requirement to be bound by them. If there is a breach or threatened breach of this Section, remedies at law may be inadequate and the injured Party will have the right, without proof of special damages (in addition to its other legal rights) to seek an injunction or other equitable relief to enforce this Section.
- 33.2 Vendor may only disclose Purchaser's Confidential Information to the Vendor's Personnel who are directly involved in the provision of the Services and who need to know the information. Vendor shall ensure that such Vendor's Personnel are aware of, and comply with, the confidentiality obligations in this Contract.
- 33.3 Vendor shall not, and shall procure that Vendor's Personnel do not, use any of Purchaser's Confidential Information received otherwise than for the purposes of this Contract.
- 33.4 Vendor shall notify Purchaser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Section 16 by Vendor, and shall cooperate with Purchaser in every reasonable way to help Purchaser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- 33.5 Upon the expiry or termination of this Contract or at Purchaser's request, whichever is the earlier, Vendor shall forthwith return to Purchaser (or at

Purchaser's option, destroy and certify the destruction of) all originals, copies, reproductions, notes, summaries and extracts of, containing or relating to Confidential Information which are in Vendor's possession, custody or control.

33.6 All Confidential Information are and shall remain the property of Purchaser. By disclosing Confidential Information to Vendor, Purchaser does not grant any express or implied right to Vendor to or under any of Purchaser's patents, copyrights, design rights, trademarks, trade secrets or other intellectual property or other proprietary rights.

33.7 The provisions of this Clause shall survive the expiry or termination of this Contract.

34 Publicity

Vendor must not use the name, trademarks, service marks, logos, domain names, Web sites, or any other identifiers of Purchaser or any of Purchaser's Affiliates in any way without prior written approval of Purchaser.

35 Entire Contract

This Contract is the entire contract between the Parties with respect to the subject matter of this Contract. The appendix and schedules attached to or referred to in this Contract are incorporated by reference. If there is a conflict between these Terms and Conditions and any Schedule, the provisions of these Terms and Conditions (as they may be amended by mutual agreement of the Parties) will prevail. No change or amendment to this Contract will be valid unless it is in writing and signed by an authorized representative of both Parties.

36 Contract Governed by Laws

The Contract shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region.

The Vendor shall comply with all Hong Kong Government Laws, Employment Ordinances (including but not be limited to Wage, Rest Day, Working Hours, Conditions of Employment and Statutory Annual/Sick Leave), Regulations, Orders and By-Laws and shall ensure that proper safety precautions are taken.

37 Government Regulations

37.1 For supply of services by Vendor

The Vendor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the Government of Hong Kong. The Vendor shall indemnify HKCHC against any penalty, loss or cost arising as a result of the Vendor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, HKCHC reserves the right to

terminate the Contract and the Vendor is not entitled to claim any compensation. The Vendor shall be liable for all expenses necessarily incurred by HKCHC as a result of the termination of the Contract.

37.2 For supply of goods by Vendor

The Vendor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the government or other competent authority in the country of manufacture. The Vendor shall indemnify HKCHC against any penalty, loss or cost arising as a result of the Vendor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, HKCHC reserves the right to claim full compensation in the event of the whole or any part of the Contract not being completed as a result of such failure to comply.

38 Compliance with Immigration Ordinance

The Vendor shall comply with the Immigration Ordinance (Cap. 115). If the Vendor is convicted of an offence under the Immigration Ordinance for employing a person who is not lawfully employable in performing the Contract, such conviction shall constitute a material breach of the Contract and without prejudice to any other rights or remedies which the Purchaser has or may have, the Purchaser shall be entitled to terminate the Contract and the Vendor is not entitled to claim any compensation whatsoever.

39 Compliance with Occupational Safety and Health Ordinance

The Vendor shall comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legal provisions pertaining to the health and safety of its own staff, Purchaser staff and others who may be affected by its performance of Service. Conviction record of breaches of the Occupational Safety and Health Ordinance in relation to the Vendor's performance of the Contract may be construed as a material breach of the Contract and without prejudice to any other rights or remedies which the Purchaser has or may have, the Purchaser shall be entitled to terminate the Contract and the Vendor is not entitled to claim any compensation whatsoever.

Sub-contractors' Compliance with Employment Ordinance, Employees' Compensation Ordinance, Immigration Ordinance, Occupational Safety and Health Ordinance, and Mandatory Provident Fund Schemes Ordinance

The Vendor shall ensure that its contract with its sub-contractors, employees or agents, shall contain contractual clauses to the same effect as the "Compliance with Employment Ordinance and/or Employees' Compensation Ordinance and/or Mandatory Provident Fund Schemes Ordinance", "Compliance with Immigration Ordinance" and "Compliance with Occupational Safety and Health Ordinance" clauses herein. Any failure on the part of the Vendor's sub-contractors, employees or agents to observe any of the aforesaid contractual clauses shall be deemed to be a breach of the "Compliance with Employment Ordinance and/or Employees' Compensation Ordinance and/or Mandatory Provident Fund Schemes Ordinance", "Compliance with

Immigration Ordinance” and “Compliance with Occupational Safety and Health Ordinance” clauses on the part of the Vendor itself entitling the Purchaser to terminate the Contract forthwith.

40 Compliance with laws

- 40.1 The Parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for Vendor or Purchaser.
- 40.2 Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from Vendor or Purchaser, the Parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.
- 40.3 Should either Party become aware of a possible violation of Section 28.1 and/or 28.2, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such Party will give representatives designated by the other Party immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and other person(s) the other Party may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation the other Party may conduct.

41 Time is of the Essence

Vendor acknowledges that time is of the essence with respect to the performance of its obligations hereunder.

42 No Waiver

The failure of either Party to insist upon or enforce strict performance by the other Party of any part of this Contract or to enforce any right under this Contract shall not be construed as a waiver or a relinquishment of such Party's right to assert or rely upon such provision or any other provision of this Contract.

43 Counterparts and Electronic Signatures

This Contract, and all agreements executed hereunder, may be executed in counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Contract. The counterparts of this Contract and any agreement executed hereunder may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

44 Conditions Affecting the Cleaning Services

The Vendor shall satisfy himself as to nature of the Campus and its general location with the site. Any failure on the part of the Vendor to obtain reliable information as to the conditions under which the cleaning services are to be carried out shall not relieve him from any risks or responsibility for the performance of his obligation under this Contract.

45 Exclusion of Rights

Notwithstanding any other provisions of this Contract, a person who is not a party to this Contract shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Contract. This does not affect any right or remedy of such third party which exists or is available apart from that Ordinance.

46 Special Conditions

These General Conditions shall apply to the extent which they are not inconsistent with the Special Conditions of Contract (if any) attached hereto. Any license and maintenance service agreements that are required by the Vendor for contract acceptance must not contradict any of the conditions specified herein.

SECTION THREE: SPECIFICATIONS

1 Introduction

This tender invitation is to invite service provider to provide cleaning services for Hong Kong Chu Hai College (hereinafter referred to as “HKCHC”) - 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, Hong Kong. HKCHC is under the management of ISS EastPoint Property Management Limited (hereinafter referred to as “Manager” and “ISS”). Maximum accommodation of HKCHC is about 3,000 persons.

2 Contract Period

The term of the Cleaning Service will be twenty-four (24) calendar months commencing from 1 August 2021.

3 Campus Particulars (for Reference Only)

| | | |
|-----|---|--|
| 1) | Location | 80, Castle Peak Road, Castle Peak Bay, Tuen Mun |
| 2) | Gross Floor area: | Approx. 26,500 m ² |
| 3) | No. of Storey | 10 |
| 4) | Model of Operation | Open Campus |
| 5) | No. of Indoor Car Park Space | 35 |
| 6) | No. of Classroom, Labs, Offices, Studio & Theatre | Classroom: 26 Labs: 11 Offices: 5/F,6/F,7/F, partial 1/F, 2/F, 4/F Studio: 7 , Theatre: 2 |
| 7) | No. of residential room | Staff quarter: 23 flats Student dormitory: 79 rooms |
| 8) | Facilities | Gymnasium: 1, Student Union: 1 Canteen & Coffee shop: 2 , Library :1 Lecture Halls:5, Atrium:1 |
| 9) | No. of Storage Room, Common Room, Pantry, Meeting Room | Storage Room: 14 Common Room: 2 Pantry: 11 Meeting Room: 10 |
| 10) | No. of toilets, shower room (male, female & disabled) and Cleaners Room | Toilets and shower room: 80 Cleaners Room: 6 Switch Room: 73 |
| 11) | Lifts | 5 |
| 12) | Ground | Terrace, garden and lawn, driveway and drop off areas |

4 Sufficiency of Information

4.1 The Vendor shall be deemed to have examined and inspected the Property and its surroundings, all relevant documents and drawings, and to have satisfied

himself, before submitting his proposal, as regards existing Property, the form and nature of the Property, the risk of injury or damaged to persons or property, the nature of work or services to be provided and materials necessary for the execution of the Contract, the accommodation, fittings and management tools and equipment he may be required to provide or which are available to him and generally to have obtained his own information on all matters affecting his proposal and the execution of the Contract.

- 4.2 No claim by the Vendor for any additional payment or non-performance of any work in the Contract shall be allowed on the ground of any misunderstanding in respect of the matters in this clause or otherwise or on the ground of any allegation or fact that incorrect or insufficient information was given to him by any person or of the failure of the Vendor to obtain correct and sufficient information, nor shall the Vendor be relieved from any risk or obligation imposed on or undertaken by him under the Contract on any such ground or on the ground that he did not or could not foresee any matter which may be in fact affect or have affected the execution of the work of the Contract.
- 4.3 The Vendor shall be deemed to have satisfied himself before submitting his proposal as to the correctness and sufficiency of his proposal for the work specified and the rates stated in the proposal which shall cover all his risks, liabilities and obligations set out or implied in the Contract and all matters and things necessary for the proper execution of the work of the Contract.
- 4.4 The information in the tender document and drawings are made available in good faith by the Purchaser. However, these records and the information therein shall not be construed as being an accurate prediction of any future management requirements.
- 4.5 No claims of any description or to any extent shall be entertained as a result of any misuse or misinterpretation of these records.
- 4.6 Unless provided otherwise in the Contract, all items shall be deemed to be inclusive of all labour, materials and the other expenses incurred in the execution or provision of that item.

5 Programme and Progress

- 5.1 Notwithstanding the actual commencement date of Contract, the Vendor so awarded of the Contract shall within seven (7) days from the award of the Contract co-ordinate with the Purchaser's management team for campus handover procedure and shall be at not less than seven (7) days before the commencement date of the Contract have all sub-contracts (if any) so arranged by the Vendor during the Contract period confirmed and signed.
- 5.2 The Vendor shall within seven (7) days from the commencement of the Contract submit to the Purchaser a comprehensive schedule and programme of all planned, routine and anticipated works and services to be undertaken or

supervised by the Vendor during the Contract. The Vendor shall revise the submitted schedule and programme or particulars which shall not relieve the Vendor of any duty, obligation or responsibility under the Contract.

6 Reporting

The Vendor will prepare and provide monthly and annual reports to the Purchaser by the end of the subsequent month or at the request by the Purchaser from time to time. The report should consist of cleaning, logistic issues, labour deployment and scheduled cleaning work and any other issues.

7 Employment of Staff

- 7.1 The Vendor shall not employ nor deploy illegal workers for the contract to the Property, and shall ensure that the working hours and conditions of the employees and those of the subcontractors shall be in compliance with the provisions of statutory requirements.
- 7.2 The staff employed by the Vendor for the cleaning services of the Property shall be the vendor's direct employees and shall not be regarded as employees of the Purchaser.
- 7.3 The Vendor shall be solely and wholly responsible for all staff liabilities and insurances in respect of the cleaning services of the Property. The Purchaser shall have the exclusive right in selecting, permitting and removing any staff, in view of the competence, performance and personal integrity, the Vendor assigned or intended to assign to manage the Property.
- 7.4 Prior to commencement of the Contract, upon the Purchaser's request, the Vendor shall submit copies of the employment contracts (for his employees) to the Purchaser. Evidence showing the wages paid for the Vendor's employee such as monthly payment slip indicating the MPF deduction shall be submitted to the Purchaser on a monthly basis as required. The Purchaser shall have the right to withhold the monthly payment if the documents are not produced on a timely manner.
- 7.5 The wages shall not be less than the statutory minimum wage. The Vendor shall specify the actual monthly and hourly wage received by each employee (including those who are employed by the sub-contractors, if any). Actual wage received by the employee shall be "Wages before deduction of 5% MPF Employee Mandatory contribution and exclusion of 5% MPF Employer Mandatory contribution".
- 7.6 The Vendor shall not employ illegal workers or to aid and abet another person to breach its condition of stay in the execution of this Contract. Should the Vendor be found to have employed illegal workers or to have aided and abetted another person to breach its condition of stay, the Purchaser may, by notice in writing to the Vendor, terminate this Contract forthwith and the Vendor is not entitled to

make any claim for compensation against the Purchaser.

- 7.7 The Vendor shall pay each direct-employed staff, if any monthly salary in an amount no less than that which he has specified in the minimum salary. The Vendor undertakes and warrants that he shall pay the workers at the time and in the manner, so agreed between the Vendor and his staff. The Vendor shall promptly pay salaries to his workers, failure to do so will entitle the Purchaser to terminate the Contract.
- 7.8 Any breach of the wage level undertaking shall be construed as a material breach of the Contract and the Purchaser shall have a right to seek appropriate remedies which include but not limited to the right to terminate the Contract.
- 7.9 The personnel and/or representative(s) of the Vendor shall not be allowed to solicit gratuities from the Purchaser. No personnel of the Vendor shall undertake any unauthorized job/business within the Property other than those specified in this Contract without the prior written consent of the Purchaser.
- 7.10 The Purchaser shall have the absolute right to request the Vendor to transfer any personnel and/or representative(s) of the Vendor with poor performance/ behavior/ conduct away from the Property.
- 7.11 The Vendor is required to observe all Rules and Regulations as set forth by the Purchaser and the Management, for example, submission of various planning, photographs, certificates, completion reports, compliance with the notice period for services, etc.

8 Staff Requirements

- 8.1 The Vendor shall ensure to the satisfaction of Purchaser that necessary, sufficient and competent staff shall be employed by the Vendor and deployed to the Property for conducting the duties of the Vendor.
- 8.2 The obligations and duties of the Vendor in this aspect shall include but not be limited to:
 - 8.2.1 maintaining adequate staffing levels and ensuring appropriately qualified, experienced and competent staff to carry out the necessary functions of the Contract.
 - 8.2.2 ensuring that all the staffs have a good working knowledge of the policies and procedures sufficient to provide the required services and information provision to occupants and other customers.
 - 8.2.3 ensuring the availability of appropriate and qualified staff for each professional discipline and its nominated representatives be available in the building at any time of day or night as requested by the Purchaser.

- 8.2.4 any new-incoming cleaning workers are required to familiar with the job specification of the Campus before deployment. The Vendor is required to provide adequate and proper training to them beforehand.
- 8.2.5 Without prejudice to other provisions in the Contract, the Vendor shall ensure that the numbers of workers provided are not less than the number stipulated in the Schedule of Offer and/or agreed staff level. In the event of resignation, dismissal or absence of duty, immediately replacement shall be provided. If the Vendor fails to comply with this condition, an administration costs and reasonable sums will be deducted from the monthly payment commensurate with the failure to provide adequate replacement to maintain a satisfactory standard of performance of service. Such reasonable sum deducted shall be based on the salaries of the absent workers and the period of absent workers and the period of absence will be assessed by Contract Administrator whose decision will be final.
- 8.2.6 Notwithstanding other provisions in the Contract or the staff composition offered in the Schedule of Offer, the Purchaser shall have absolute and exclusive power to instruct the Vendor to change, increase or reduce the composition of any site staff arrangement the Purchaser considers inadequate or inappropriate. In such event, the Vendor shall immediately carry out the instruction and shall be entitled to any additional/reduction payment in according with the laid down price.
- 8.2.7 The Vendor staff shall at all times when carrying out the Contract services:
- 8.2.7.1 not limited from smoking, tidily dressed, uniformed and wear name badge in prominent position;
 - 8.2.7.2 provide the name and show staff card to customers;
 - 8.2.7.3 treat customers with courtesy, and respect and have a friend, welcoming and helpful attitude;
 - 8.2.7.4 deal with customers and answer the telephone (if necessary) promptly; and
 - 8.2.7.5 show patience, understanding and sensitivity in dealing with customers problems.
- 8.2.8 In case of typhoon and/or bad weather conditions, the Vendor shall:
- 8.2.8.1 Undertake sufficient damage preventive measures before the arrival of typhoons or rainstorms;
 - 8.2.8.2 Provide sufficient personnel on-site to carry out any necessary
-

works, which shall include but not limited to cleaning of campus areas, drainage and sand traps of the campus as well as emergency handling;

8.2.8.3 The report of duty for cleaning work shall be normal in typhoon and/or rainstorms.

9 Existing Manpower

| Staff Category | No. of Post | Working Hours |
|--------------------------|-------------|---------------|
| Cleaning Forman | 1 | 08:00 – 17:00 |
| Cleaning Worker (Day) | 9 | 08:00 – 17:00 |
| Cleaning Worker (Middle) | 5 | 13:00 – 22:00 |
| Total: | 15 | -- |

10 Basic Requirement of Cleaning Personnel

| | Position | Requirement |
|----|-------------------------|---|
| 1. | Forman | At least 3 years working experience in supervisory level in cleaning industry; Holding of the Certificate of Cleansing Industry Supervisor/Foreman Course. |
| 2. | General Cleaning Worker | At least half year working experience in cleaning industry; |

11 Cleaning Service

The Vendor shall provide effective cleaning services, refuse collection and other sanitation services to the Property to maintain a clean, safe and hygienic environment for the users and occupants.

The obligations and duties of the Vendor in this aspect shall include but not be limited to:

- 11.1 providing cleaning services as stipulated in the Cleaning Requirement, Cleaning Schedule and other cleaning related services as required by the Purchaser.
- 11.2 providing disinfection cleaning service as stipulated in the Disinfection Cleaning Requirement as required by the Purchaser.

- 11.3 providing limited landscape services including but not be limited to periodical watering.
- 11.4 providing minor moving service of the furniture and equipment (e.g. video projector, tables, chairs, notice board etc.) at the Purchaser's request.
- 11.5 setting up venues with furniture and equipment according with the requirement of Purchaser.
- 11.6 Any reasonable duties assigned by the Purchaser within the working hours.

12 Cleaning Requirement

12.1 General Requirements

- 12.1.1 clean all floors, carpets, staircases, walls, ceiling, doors, lift pits, plant rooms;
- 12.1.2 clean all air grilles, light fixtures, fans and fire appliances;
- 12.1.3 clean all lifts, windows, glazed partitions and blinds;
- 12.1.4 clean, re-arrange and tidy-up all office equipments, furniture and lockers;
- 12.1.5 clean all electric switches, power sockets, telephones and data outlets;
- 12.1.6 clean all washing basins, toilets bowls and seats, urinals, drinking fountains, pipes and ducts and associated accessories;
- 12.1.7 provide all cleaning tools, equipments, chemicals, materials, warning signs, and safety measures including for high-level work (minimum requirement of tools and equipments provided below);
- 12.1.8 provide and maintain sufficient tissue papers, liquid soap and disposable paper towel with racks for toilets and pantries and any other venues/ studios/ laboratories as requested (tissue paper and paper towel will be supplied by supplier nominated by the Purchaser and at Purchaser's cost);
- 12.1.9 provide, empty, clean and daily replace the polythene bags of waste paper baskets, litter bins and sanitary towel receptacles;
- 12.1.10 use recycled or bio-degradable cleaning materials and products such as recycled rubbish bags;
- 12.1.11 remove all debris, rubbish, furniture and equipment (by trucks if necessary) as from time to time required without additional cost;
- 12.1.12 perform emergency and/or special work arising from typhoons, floods, fire, etc., on a 24 hours basis as the Purchaser considers necessary without additional costs;
- 12.1.13 remove all refuse daily to the nearest authorized Refuse Collection Area of government authority or other designated areas or government landfills (Transportation session 19:00 – 20:00 hours);
- 12.1.14 No objects collected in the course of cleaning such as empty wooden or cardboard boxes or containers, empty soft drink cans, or other items of discarded furniture or apparatus shall be stored in the Property for a period exceeding two working days;

- 12.1.15 collect and remove dead animals/birds and disinfect the affected areas immediately;
- 12.1.16 separate waste for recycling collection and record the quantity of recycling collection;
- 12.1.17 provide regionalized re-deployment of staff to handle ad-hoc cleaning work of common areas arising from functions, scheduled and unscheduled activities, flooding and typhoon damages; also the ad-hoc cleaning work of common areas and user controlled areas arising from the completion of redecoration work by others;
- 12.1.18 intensive cleaning work shall be arranged and performed on non-office, Saturdays/Sundays, public holidays and semester break for reducing inconvenience to students/staffs.
- 12.1.19 perform any other duties normally associated with cleaning operation as assigned;
- 12.1.20 Meeting with Management Office monthly on reporting and reviewing the service of the Vendor.

12.2 Special Requirements for Cleaning of Laboratories

- 12.2.1 No sweeping (other than using specially-impregnated mops and vacuum cleaning to the floor is allowed);
- 12.2.2 No water (other than that allowed in periodic cleaning quoted below);
- 12.2.3 No machinery (other than the special vacuum cleaner polishing machine);
- 12.2.4 No polish (other than that allowed in periodic cleaning quoted below);
- 12.2.5 No dusters (other than the specially impregnated ones);
- 12.2.6 No abrasives of any kind;
- 12.2.7 No computer machines to be moved and only the plain surfaces cleaned;
- 12.2.8 Cleaning staff to wear clean overalls at all times;
- 12.2.9 Smoking is strictly prohibited;
- 12.2.10 All cleaning to be carried out during normal office hours and in the presence of HKCHC Staff.

12.3 Daily Work Schedule

- 12.3.1 All cleaning tools shall be well cleaned before the cleaning process. Waste paper bins and heavy rubbish shall be taken outside the room to be emptied.
- 12.3.2 Dust all plain surface of equipment, furniture, fittings, fixtures, skirtings, partition ledges and cable trunk ledges.
- 12.3.3 Using an impregnated mop or special vacuum cleaner carefully sweep all floor areas. Care shall be taken to ensure these are fully impregnated and changed frequently. On completion the mop shall be taken out of the room and thoroughly vacuumed.
- 12.3.4 Remove waste paper from the room and then remove accumulations of paper dust from these paper receptacles by means of a vacuum cleaner.

- 12.3.5 Cleaning staff shall not be permitted to clean other than the plain surfaces of computer equipment.

12.4 Monthly Work Schedule

- 12.4.1 All walls, glazed partitions and window sills shall be dusted with a fresh impregnated mop.
- 12.4.2 The air-conditioning grilles shall be thoroughly cleaned with impregnated dirt-free cloths or mops.
- 12.4.3 The floor tiles or carpet shall be cleaned by specially impregnated mops or carpet shampooing respectively.

12.5 Yearly Work Schedule

The curtain wall (internal and external) and external signage shall be cleaned according to O&M manual or the method approved by the Purchaser (to quote separately whenever need / upon request).

13 Cleaning Techniques

All cleaning techniques described hereunder shall be referred to the Cleaning Schedule.

13.1 Generally

This section covers the general requirements for the materials and workmanship. The Vendor shall work strictly in accordance with the requirements of this document in carrying out the cleaning works.

- 13.1.1 **Dust Clean**
Brush down and remove dust using duster.
- 13.1.2 **Vacuum Clean**
Brush down and remove dust with brush nozzle of vacuum cleaner.
- 13.1.3 **Wipe Clean**
Cleaning with a damp cloth or sponge rinsed and cleaned in detergent solution to remove dust and dirt including light scrub to remove stain as necessary. Buff with dry cloth to a non-smeared appearance as found necessary for glass, stainless steel, brass etc. to restore its shiny appearance. Spray cleaner may be used.
- 13.1.4 **Wash Clean**
Cleaning with a damp sponge rinsed with detergent solution to remove dirt including light scrub to remove stubborn scuff marks etc.. Non-scratch cream cleaner may be used. Squeegee is to be used to remove excessive water and then buff with dry cloth to a non-smeared appearance as found necessary for glass, stainless steel, brass etc. to restore its shiny appearance. Removable parts and components such

as light diffuser, litter bins etc. shall be washed in the cleaner's sink and replaced when dry.

13.2 Floor Cleaning

13.2.1 Sweep

Sweeping whole area to remove dust and debris including hand brushing of area as necessary and sweeping under and behind all equipments, fixtures and fittings where accessible.

13.2.2 Mop

Mopping whole area with a yarn or sponge mop and floor cleaner including cleaning behind all equipments, fixtures and fittings where accessible and removal of splashes etc. from skirting.

13.2.3 Wash

Wash down and light scrub where necessary with appropriate and approved detergent. Ensure no build up of soiling in tile joints. High pressure jet cleaner shall be used for pavement and carpark as far as possible

13.2.4 Scrub

Scrubbing whole area using scrubbing (with suitable pads/scrubbing brushes). Area may be hand scrubbed where machine is not available.

Rinsing with clean water. Floor edges and corners to be followed up by hand. Removal of splashes etc. from skirting.

13.2.5 Buff

Machine polishing using appropriate machine pads to whole area.

13.2.6 Wax Polish

Floor striping, scrubbing, applying coats of wax of appropriate and approved brand and machine polishing whole area. Remove all residual soiling, tickets and scuff marks etc. All floor edges along walls, plinth and column to be cleaned with appropriate detergent. A uniform standard is to be achieved throughout.

13.2.7 Vacuum Clean

Vacuum cleaning of whole area to remove dust and small soil particles including picking up and removing large debris and rubbish. Nozzle shall be used to pick up dust and particles in all floor edges and corners.

13.3 Wall Cleaning

13.3.1 Dust Clean

Brush down and remove dust using duster.

- 13.3.2 Vacuum Clean
Brush down and remove dust with brush nozzle of vacuum cleaner.
- 13.3.3 Wipe
Cleaning with a damp cloth or sponge rinsed and cleaned in detergent solution to remove dust and dirt including light scrub and to remove stain as necessary.
- 13.3.4 Wash
Wash down and light scrub where necessary with appropriate and approved detergent. Ensure no build up of soiling in tile joints.
- 13.3.5 Scrub
Scrub by hand with appropriate and approved detergent.
- 13.3.6 Buff
Using leather or buff to polish surface to a non-smear appearance.
- 13.3.7 Wax Polish
Applying coats of wax of appropriate and approved brand buff to a nonsmeared appearance.

13.4 Ceiling Cleaning

- 13.4.1 Brushing and Vacuum Clean
Brush down and remove dust with brush nozzle of vacuum cleaner.
Wipe the metal surfaces to remove dirt and stain as necessary.

13.5 Sanitary Fittings

- 13.5.1 Brush Clean
Clean with non-scratch cream cleaner and brush to remove dirt and scale both inside and outside of sanitary fitting including taps and pipe fittings.

Rinse thoroughly to remove residual soiling. Ensure all sanitary fittings are left clean. Brush using for inside of W.C. and urinals shall not be used elsewhere.
- 13.5.2 Water and Scour
Wash and scour using non-scratch cream cleaner to remove dirt, scale and stain both inside and outside of sanitary fitting including taps and pipe fittings.

Rinse thoroughly to remove residual soiling and uric acid. Ensure all sanitary fittings are left clean. Scourer using for inside of W.C. and urinals shall not be used elsewhere.

13.6 Carpet Cleaning

13.6.1 General

Carpet shall be cleaned thoroughly by means of rotary extraction to remove deep-down soil from the carpet to retrieve its highest appearance level.

Steam extraction shall be employed for those stubborn stain removal whenever required. Cleaning agent of appropriate and approved brand of high volatility and non-residual nature shall only be used to enable carpet to be dried up and ready for re-use within an acceptable limit of time.

13.6.2 Carpet Protecting Treatment

Carpet protecting treatment shall be capable of creating a protective shield around every carpet fibre which prevents soil from penetrating into the fibres.

Soils are retained on the carpet surface or gap between fibres enabling easy removal. Treatment process and chemical are to be approved by the Purchaser.

13.6.3 Carpet Disinfection Treatment

Carpet disinfection treatment shall be capable of eradicating the most severe rodent and other harmful pest infestations. The chemicals to be approved by the Purchaser must be safe to human being and be effective.

Special attention shall be paid to treat the area under and behind all fixtures and fittings where accessible, especially the floor edges and corners.

13.6.4 Carpet Spot Cleaning

Tough spots which develop between carpet cleaning and “disaster spills” shall be removed as soon as possible with an approved cleaning agent of high volatility and non-residual nature to enable carpet to be dried up and ready for re-use within an hour

14 Cleaning Schedule (For reference only)

Proposed Cleaning Activity and Frequency Schedule (For reference only)

| Features | Description | Locations | Services | Incidence of Cleaning |
|--------------------|--------------------------|--|---------------------------------|-----------------------|
| | | | | Areas |
| 1. Flooring | (a) Homogeneous tiles | Dormitory: D101 common room, pantry, lift lobby, internal corridor, staff quarter bathroom, external corridor, lavatories | I. Sweep | D |
| | | East wing: lift lobby, lavatories, gift shop | II. Damp mop | D |
| | | West wing: lift lobby, corridor, foyer, lavatories | III. Strip, scrub, wax & polish | 3M |
| | | Internal corridor | | |
| | (b) Vinyl flooring | West wing: store room (for Gym), clinic, classrooms, student union | I. Sweep | D |
| | | | II. Damp mop | D |
| | | | III. Strip, scrub, wax & polish | 3M |
| | (c) Concrete | East wing: structures lab, geotechnical engineering lab, construction material lab, physic lab, structural lab, concrete mixer room, survey store, architecture studio, laser cut, spray room, research lab, environmental engineering lab | I. Sweep | D |
| | | | II. Damp mop | 3M |
| | (d) Vinyl flooring | Dormitory: student dormitory West wing: 4/F offices, computer Lab, IT office, server room, language lab, (except of ITSO store) | I. Sweep | D |
| | | | II. Damp mop | W/2 |
| | | | III. Strip, scrub, wax & polish | 6M |
| | (e) Cement floor | Exit stairs | I. Sweep | W |
| | | | II. Wash | 6M |
| | (f) Porcelain tiles | Refuse room | I. Sweep | D |
| | | | II. Damp mop | M |
| | (g) Epoxy | Plant room, pipe duct room, genset room | I. Sweep | 3M |
| | | | II. Damp mop | 6M |

| Features | Description | Locations | Services | Incidence of Cleaning |
|-------------------------------|-------------------------------|--|--|-----------------------|
| | | | | Areas |
| 1. Flooring | (h) Timber flooring | Staff quarter living room, bed room, 3/F conference room, lecture hall | I. Sweep | As requested |
| | | | II. Vacuum | D |
| | | | III. Strip, scrub, wax & polish | As requested |
| | (i) Epoxy | Carpark | I. Sweep | D |
| | | | II. Power wash | 2M |
| | (j) Other flooring | - | I. Sweep | D |
| | | | II. Damp mop | W/2 |
| | | | III. Damp mop (public areas) | M |
| | | | IV. Strip, scrub, wax & polish | 3M |
| 2. Carpet | All types | Administration Building: 5-7/F, RO, SAO, FMO, alumni office, 2/F architecture office West wing: 4/F Library, W201, W208, W305, 3/F corridor, M04, partially G/F foyer, lecture halls Dormitory: staff quarter corridor, outside the entry door of T204, T205, T304, T305, T404, T405, T504, T505 | I. Vacuum clean | W/3 |
| | | | II. Spot clean | D |
| | | | III. Deep clean | 6M |
| | | | IV. Spot clean (public areas) | D |
| | | | V. Deep clean (public areas) | Y |
| 3. Electrical fittings | (a) Light fittings | All campus areas | I. Wipe clean diffusers | 6M |
| | | | II. Dust housing and supports | 6M |
| | | | III. Wipe clean diffusers (public areas) | 3M |
| | | | IV. Wipe clean (public areas) | 3M |
| | (b) Fans and switches etc. | All campus areas | Clean | 3M |
| | (c) Air louvers (surface) | All campus areas | Wipe clean | 3M |

| Features | Description | Locations | Services | Incidence of Cleaning |
|---|---------------------------------------|--|---|-----------------------|
| | | | | Areas |
| 4. Doors partitions, counters, pelmets, window-sills | (a) Painted wood / metal areas | All campus areas | I. Dust | D |
| | | | II. Spot clean | D |
| | | | III. Wipe clean | 2M |
| | (b) Polished & chromed metal areas | All campus areas | I. Wipe clean | D |
| | | | II. Polish & buff | M |
| | (c) Aluminum surfaces | All campus areas | I. Wipe clean | D |
| | | | II. Polish & buff | As requested |
| | (d) Glazed | All campus areas | Clean both sides | D |
| | (e) Wood & formica areas | All campus areas | I. Dust | D |
| | | | II. Spot clean | D |
| | | | III. Polish | M |
| 5. Windows, louvers & venetian blinds etc. | (f) Varnished areas | West wing: G/F emergency door exit | I. Dust | D |
| | | East wing: G/F, M/F emergency door exit | II. Spot clean | D |
| | | Dormitory: M/F, 1/F emergency door exit | | |
| | (a) General | All campus areas | Clean glazed areas on internal side and wipe down frames & fittings | Y |
| | | | Clean glazed areas on external side and wipe down frames & fittings | Y |
| | (b) Venetian & roller blinds | West wing: 4-6/F classroom & offices, FMO, W301, W201 East wing: 5-7/F, 3/F conference room, M-2/F architecture studio, 1/F RO Dormitory: Student dormitory and staff quarters | Dust & clean | 6M |
| | (c) Skylight | West wing: 4-6/F, R/F East wing: 7/F office, R/F | I. Clean | 6M |
| | | | II. Clean (public area) | 3M |

| Features | Description | Locations | Services | Incidence of Cleaning Areas | |
|--|--|---|--|--------------------------------|--|
| | | | | | |
| 6. Lavatories, changing rooms and shower areas | Walls and flooring | All campus area | Refer to part 1(a) and 7(b) | | |
| | (a) Water closets, seats, urinals & wash-hand basins etc. | All campus area | Scrub | 08:00 - 22:00 Hours D/3 | |
| | (b) Glazed wall tiles, partitions, painted metal area, wood fittings | All campus area | I. Spot clean | | |
| | | | II. Scrub (M) | | |
| | (c) Mirrors | All campus area | Clean | | |
| | (d) Soap dispensers and other sanitary fittings | All campus area | Clean *clean all soap dispensers during college holiday | | |
| | | | Refill liquid soap dispensers as needed | | |
| | (e) Toilet paper dispensers | All campus area | I. Clean | D | |
| | | | Refill toilet paper regularly | | |
| | (f) Sanitary napkin, towel disposal units and filters | All campus area | I. Empty | D/2 | |
| | | | II. Clean | D | |
| 7. Walls | (a) Homogeneous tile (W2, W8) | Student dorms' bathroom, staff quarters' bathroom & kitchen | I. Spot clean | D | |
| | | East wing: lavatories | II. Scrub | M | |
| | | West wing: lavatories | | | |
| | | Internal corridor | | | |
| | (b) Glazed ceramic tiles (W3) | Refuse room | I. Spot clean | D | |
| | | | II. Scrub | M | |
| | (c) Ceramic tiles (W5, W12) | TX room, LV switch room, corridor | I. Spot clean | D | |
| | | | II. Scrub | M | |
| (d) Polyurethane coating on cement (W9) | Carpark and basement | I. Spot clean | D | | |
| | | II. Wipe down | M | | |

| Features | Description | Locations | Services | Incidence of Cleaning |
|---------------------------|-----------------------------------|--|--------------------------|-----------------------|
| | | | | Areas |
| 7. Walls | (e) Interior paint (W1) | Dormitory: D101 common room, 2-6/F student pantries, lift lobby, internal corridor, staff dormitory | I. Spot clean | D |
| | | East wing: 3/F conference room, 5-7/F offices, lift lobby, alumni room, M/F-2/F architecture studios, structures lab, geotechnical engineering lab, construction material lab, physic lab, structural lab, concrete mixer room, survey store, architecture studio, laser cut, spray room, research lab, environmental engineering lab, RO, SAO, gift shop, IT office, server room (as requested by ITSO) | II. Wipe down | M |
| | (f) Concrete/ block wall (W10) | West wing: café | I. Spot clean | D |
| | | | II. Scrub | M |
| | (g) Gypsum plaster (W11) | Air duct and A/C riser | I. Spot clean | D |
| | | | II. Scrub | M |
| | (h) Epoxy (W4) | West wing: building management office | I. Spot clean | D |
| | | | II. Wipe down | M |
| | (i) Wood panel | Lecture halls | Spot clean | D |
| | (j) Other wall finishing | - | I. Spot clean | D |
| | | | II. Scrub | M |
| 8. Lift cars/ pits | (a) Floors | All campus areas | I. Sweep | D |
| | | | II. Buff | D |
| | | | III. Scrub, wax & polish | W |

| Features | Description | Locations | Services | Incidence of Cleaning |
|---|---|--|--|--|
| | | | | Areas |
| 8. Lift cars/ pits | (b) Walls & doors (stainless steel) | All campus areas | I. Clean | D |
| | | | II. Wax & polish | W |
| | (c) Indicators /call button plates | All campus areas | Clean & polish | D |
| | (d) Louvers and accessible light fittings | All campus areas | Clean | M |
| | (e) Door floor channels | All campus areas | To be kept clean | At all times |
| | (f) Lift-pits | All campus areas | Clean | Y |
| 9. Steps, podiums, open areas, semi-open areas, planters, outdoor carparks and driveways | - | 1/F podium, M/F podium, G/F, roundabout, emergency vehicle access, tai tung road, 2-3/F west wing (semi-open area) | I. Sweep | D |
| | | | II. Scrub Wash | M |
| | | | III. High-jet Wash | 3M |
| | | | Clean up all the litters & leaves etc. | At all times |
| 10. Teaching rooms | Walls and flooring | West wing: M/F, 5-6/F | Refer to part 1(b) and 7 | |
| | (a) White boards | West wing: M/F, 5-6/F | Clean | D |
| | (b) Tables & chairs | West wing: M/F, 5-6/F | Cleaning and keeping all tables & chairs in proper order | (1) Before 09:00 hrs (2) Between 17:00 – 21:00 hrs (Anytime after last class of day) |
| | (c) Waste baskets | West wing: M/F, 5-6/F | Empty | (1) Before 09:00 hrs (2) During lunch break (3) Between 17:00 – 21:00 hrs |

| Features | Description | Locations | Services | Incidence of Cleaning |
|--|----------------------------------|--|----------------------------|--------------------------------------|
| | | | | Areas |
| 11. Lecture halls | Walls and flooring | West wing: hall 1 - 5, G/F | Refer to part 1(h) and 7 | |
| | (a) White boards | West wing: hall 1 - 5, G/F | Clean | D |
| | (b) Tables & chairs | West wing: hall 1 - 5, G/F | Cleaning tables & chairs | D |
| | (c) Waste baskets | West wing: hall 1 - 5, G/F | Empty | D |
| 12. Laboratories and workshops | Walls and flooring | East wing: M/F-2/F architecture studios, structures lab, geotechnical engineering lab, construction material lab, physic lab, structural lab, concrete mixer room, survey store, architecture studio, laser cut, spray room, research lab, environmental engineering lab | Refer to part 1 (c) and 7 | |
| | (a) Tables & chairs | | Cleaning tables & chairs | D |
| | (b) Waste baskets | | Empty | D |
| 13. Plant rooms | Walls and flooring | All campus areas | Refer to part 1(g) and 7 | |
| | (a) Floors & walls | All campus areas | Sweep and dust clean | 6M |
| | (b) Equipment | All campus areas | Dust Clean | |
| 14. Flat roofed area, upper roofed areas and skylight | Walls and flooring | West wing:3-5/F, R/F (5/F include handrail) East wing: 5/F, R/F (5/F include handrail) | Refer to part 1(j) and 7 | |
| | - | | I. Sweep | W |
| | | | II. Clear all roof drains | W * At all times during rainy season |
| | Skylights | West wing: 4-6/F, R/F East wing: 7/F office, R/F | Deep Clean | 3M |
| 15. Pantry | Walls and flooring | East wing: 5-7/F offices, 2/F architecture office, RO, SAO Dormitory: student dormitory 1-6/F | Refer to part 2 and 7 | |
| | (a) Litter bins | | Empty and clean | D/2 |
| | (b) Cupboards | | Wipe clean | M |
| | (c) Refrigerators | | Wipe clean (Surface areas) | M |
| | (d) Microwaves | | Wipe clean | D |
| | (e) Drinking water dispensers | | Clean | D |

| Features | Description | Locations | Services | Incidence of Cleaning |
|------------------------------------|---|---------------------------------------|----------------------------|-----------------------|
| | | | | Areas |
| 16. Store rooms | Walls and flooring | All campus areas | Refer to part 1(c) and 7 | |
| | Furnitures & shelves | All campus areas | Sweep and dust clean | M |
| 17. Car parking | (a) Floors | B/F carpark | Clean | D |
| | (b) Drainages | B/F carpark | Sweep and wash clean | F |
| 18. Guard house | - | Dormitory: 1/F West wing: car gate | Clean | D |
| 19. Cavity walls | - | All campus areas | Suction | 2M (as requested) |
| 20. Offices and other areas | (a) Litter bins | All campus areas | Empty and clean | D/2 |
| | (b) Waste paper baskets | All campus areas | Empty and clean | D |
| | (c) Metal fittings | All campus areas | Polish | M |
| | (d) Fire appliances & fire hose reel cabinets | All campus areas | Clean | M |
| | (e) Notice boards | All campus areas | I. Dust | D |
| | | | II. Clean (Exterior frame) | D |
| | (f) Students lockers | All campus areas | Clean (Exterior part) | M |
| | (g) Fixed wooden / metal / terrazzo / benches | All campus areas | Clean | D |
| | (h) Wired mesh covers | All campus areas | Clean | W |
| | (i) Handrails and balustrades (all types) | All campus areas | Clean | W/2 |
| | (j) Rubber floor mats | All campus areas | I. Sweep | D |
| | | | II. Damp mop | D |
| | | | III. Remove & scrub | F |
| | (k) Soft furnishings (curtains) | All campus areas | I. Dust | 3M |
| | | | II. Vacuum clean | F |
| | (l) Furniture | All campus areas | I. Dust & clean | D |
| | | | To be kept clean | |

| Features | Description | Locations | Services | Incidence of Cleaning |
|--|--------------------------|---|-------------------------------------|-----------------------|
| | | | | Areas |
| 21. High-level glasses at ground floor, student bridge and podium | - | West wing: G/F roundabout, 1/F podium East wing: student bridge, 1/F high level glass outside RO and SAO | Deep Clean | 3M |
| 22. Display cabinets | - | West wing: history gallery, 4/F and 3/F library | Dust & clean | D |
| 23. Drainages | Drains | All campus areas | Sweep or wash clean | W |
| 24. Gymnasium | Walls and flooring | West wing: gymnasium, G/F | Refer to part 1(h) and 7(a) | |
| | (a) Bumper pads | | Clean | W |
| | (b) Basketball hoops | | Clean | 3M |
| | (c) Retractable seating | | Clean | W/2 |
| 25. Library | (a) Bean Bags | Library, 3-4/F between west & east wing | Wash Clean | 3M |
| | (b) Carpets | | I. Vacuum | W |
| | | | II. Spot Clean | D |
| | | | III. Shampoo (separate arrangement) | 6M |
| | (c) Vinyl floor | | I. Sweep | D |
| | | | II. Damp clean | W/2 |
| | | | III. Polish & wax | 6M or by request |
| | (d) Furnitures & shelves | | Sweep and dust | D |
| (e) Turnstile | Clean | D | | |
| 26. Glass corridor | (a) Glasses | 1/F, between west & east wing | Clean: window/ Floor: sweep | D |
| | (b) Flooring | | Deep Clean | M |
| | | | Deep Clean | M |

| | | | |
|----------------|--------------------------|--------------------------|---------------------|
| Legend: | | | |
| Y = Yearly | 6M = Once every 6 months | W = Weekly | D = Daily |
| M = Monthly | 3M = Once every 3 months | W/2 = Twice weekly | D/2 = Twice daily |
| F = Fortnight | 2M = Once every 2 months | W/3 = Three times weekly | D/3 = 3 times daily |

15 **Minimum Cleaning Tools & Equipment**

| Item | Specified Tools & Equipment or other equivalent approved | Quantity |
|------|--|----------|
| 1 | Vacuum cleaner | 5 |
| 2 | Water pressure jet machine | 1 |
| 3 | Floor scrubber | 2 |
| 4 | Water suction machine | 2 |
| 5 | Long ladder | 2 |
| 6 | Working trolley | 4 |

16 **Disinfection Cleaning Requirements**

Disinfection cleaning (by the on-site staff) may be required at the Purchaser's request without additional cost, and the works may require to be carried out after office hour. The Vendor shall be able to mobilize sufficient number of staff within short period of notice. The price in the Schedule of Price shall include the following provisions:

- 16.1 cordoning off the scheduled areas with appropriate and sufficient tools and warning signs and wordings in both Chinese and English;
- 16.2 providing sufficient and properly trained disinfection staff to close the Property within 3 hours upon request;
- 16.3 providing the staff with appropriate and sufficient disposable protective gear and clothing including but not be limited to hood, goggles, mask, clothing covering the whole body, gloves and shoes sleeves; as specified by Government Department of Health and/or the Purchaser. Relevant insurance coverage should also be arranged by the Vendor;
- 16.4 providing the staff with appropriate and sufficient emergency kits, personnel protective equipment and rescue apparatus;
- 16.5 providing disinfection chemicals and following the disinfection procedures and methods as directed by relevant authority and/ or the Purchaser;
- 16.6 providing summary report within one hour after completion of work and detail report within 2 working days.

17 **Facing Problem**

- 17.1 Uneven manpower distribution between day and night shift which are not flexible to allocate the cleaning works at classrooms.
- 17.2 No supervisor position is allocated in night shift for supervision.

SECTION FOUR: REQUEST FOR PROPOSAL FORM

To Hong Kong Chu Hai College

I/We, the undersigned, acknowledge for myself/ourselves and the firm and partners therein/Limited Company hereunder mentioned TERMS OF THIS TENDER DOCUMENT and GENERAL CONDITIONS OF CONTRACT from HKCHC and do hereby agree to supply all or portion of the said Schedule Goods mentioned in the Schedule of Offer, which may be ordered by HKCHC, at the prices quoted in the said Schedule of Offer, for delivery on or before the date mentioned in the said Schedule of Offer or where no date is shown then WITHIN THE TIME SPECIFIED in any order placed by HKCHC free of all other charges subject to and in accordance with the TERMS OF TENDER DOCUMENT and the GENERAL CONDITIONS OF CONTRACT and (if any) the Special Conditions of Contract attached hereto.

I/We certify that I/We have not (a) communicated to any person the amount or approximate amount of the proposal, except where the disclosure, in confidence, of the approximate amount of the proposal was necessary to obtain insurance premium quotations required for the preparation of the proposal; (b) entered into any agreement or arrangement with any person that he shall refrain from proposal or as to the amount of any proposal to be submitted; (c) offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or causing or having caused to be done any act or thing of the sort described in (a) and/or (b) above in relation to this proposal or any other proposal or proposal for supply of the Schedule Goods.

I/We the undersigned, for myself/ourselves and the firm and partners therein/Limited Company hereunder mentioned hereby warrant that the sale and/or supply of any of the Schedule Goods by me/us/the said firm/Limited Company will not infringe any patent in respect thereof registered under the Registration of Patents Ordinance (Chapter 514 of the Laws of Hong Kong) and that my/our Business Registration and Employees' Compensation Insurance Policy are currently in force.

I/We give below both the names of the employees of HKCHC and/or their families who are related to me/us, or to my/our employees and/or their families, and the nature of their relationship. (State none if totally inapplicable).

Date

Authorized Signature and Company Chop

My/Our Business Registration Certificate No. : _____

Date of Expiry: _____

I am/We are authorized to submit and sign proposals for an or behalf of*:

Trading in Hong Kong under the style of +:

Registered Address:

Signature of Tenderer: _____ Date: _____

Name and Position in Block Letters: _____

Telephone No.: (Office) _____ (Mobile) _____ Fax No.: _____

E-mail Address: _____

Other Contact Person (Name and Position):

Telephone No.: (Office) _____ (Mobile) _____ Fax No.: _____

Note: *In the case of a limited company, insert the name of the Company at.
+In the case of a partnership or unincorporated body, insert the name of the firm at.

Date

Authorized Signature and Company Chop

SECTION FIVE: SCHEDULE OF OFFER

You are invited to quote for the supply for the whole or any part of the items/work mentioned hereunder in the Schedule of Offer. You are requested to confirm if the offers submitted comply with the required specification. Alternative offers complying with the specification requirement will be considered. Quotation with catalogues/ specifications for each item offered should be submitted (in duplicate) by tenderers. All prices quoted must be on door to door delivery to locations to destinations as directed by HKCHC. All prices must be fixed and valid for 180 days from the proposal closing date. Payment terms shall be 30 days from receipt of invoices and acceptable goods.

If you have any queries regarding this proposal, please contact Mr. Desmond Ma, Finance Office by email to desmondma@chuhai.edu.hk.

Late proposal will not be considered.

Proposal Closing Date: 3:00 p.m. on 28 May 2021 (Friday).

To: Hong Kong Chu Hai College

| No. | Item Description |
|-----|---|
| | Provision of Cleaning Service for Hong Kong Chu Hai College with details as follows: |
| A. | <u>Location:</u> Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, Hong Kong |
| B. | <u>Service Period:</u> The term of the Cleaning Service will be twenty-four (24) calendar months commencing from 1 August 2023. |
| C. | <u>Service:</u> The Vendor shall provide effective cleaning services, refuse collection and other sanitation services to the Campus to maintain a clean, safe and hygienic for the occupants and users. The obligations and duties of the Vendor in this aspect shall include but not be limited to: |

Date

Authorized Signature and Company Chop

| | |
|----|--|
| | <ul style="list-style-type: none"> a. providing cleaning services as stipulated in the Cleaning Requirement, Cleaning Schedule and other cleaning related services as required by the Purchaser. b. providing disinfection cleaning service as stipulated in the Disinfection Cleaning Requirement as required by the Purchaser. c. providing limited landscape services including but not be limited to periodical watering. d. providing minor moving service of the furniture and equipment (e.g. video projector, tables, chairs, notice board etc.) at the Purchaser's request. e. setting up venues with furniture and equipment according with the requirement of Purchaser. |
| D. | <p><u>Notes:</u></p> <ul style="list-style-type: none"> I. All the costs in this Schedule shall remain unchanged and valid for 24 months contract. II. The Offered Staff cost shall include all staff expenses, benefits, allowances, leave, relief, training and equipment, uniform, insurance and legislative provision, etc. III. Administration Charge shall include but not limited to staff training, insurance, accounting, stationary providing, transportation, head office overheads, telephone and pagers etc. IV. The Staff Category of Cleaning Forman shall also mean Cleaning Supervisor and the like. V. The Staff Category of Cleaning Worker shall also mean Cleaner, Cleaning Attendant, and shall be the direct staff of the tenderers and services shall not be contracted out. VI. The number if staff indicated in the Schedule of Prices and offered by the tenderers shall be the minimum staff force to be provided throughout the Contract. However, in case the staff force offered is unable to perform the Contract to the satisfaction of the Purchaser, addition staff shall be provided with additional cost. VII. The Rate/day/month of On-site Staff Cost shall be used as reference for extra staff cost where applicable. VIII. Any item or rate in these Schedules left unpriced shall be deemed to have been priced at "Nil" and the appropriated financial allowance included elsewhere in the proposal Sum. IX. Actual Wage received by the employee shall be "Wages before deduction of 5% MPF Employee Mandatory contribution and exclusion of 5% MPF Employer Mandatory contribution". X. The schedules of services stated above are for reference only and will be adjusted to meet the accommodation status and operational need. |

Date

Authorized Signature and Company Chop

Part One: On Site Staff Cost

Offered Staff Cost

| Staff Category | No. of Post | Working Hours | Rate/month per head (HK\$) | Sub-total (HK\$) |
|--------------------------------|-------------|---------------|----------------------------|------------------|
| Cleaning Forman | 1 | | | |
| Cleaning Worker (Day-shift) | 9 | | | |
| Cleaning Worker (Middle-shift) | 5 | | | |
| Sub-Total | 15 | N/A | N/A | |

Remarks:

1. The above worker level shall be maintained on Monday to Friday.
2. Minimum 50% of worker level shall be maintained on Saturday, Sunday and Public Holiday subject to review.
3. Any adjustment of the monthly services charge in related to an arrangement of manpower by both parties mutually agreed, either addition or reduction of the number of post of on-site staff shall be based on the rate/month/per head as specified in the above Offered Staff Cost.

Date

Authorized Signature and Company Chop

Part Two: Other Included Tools, Equipment and Service

| Items | Quantity | Rate/ month (HK\$) |
|--|----------|--------------------|
| 2.1 Tools & Equipment | | |
| Vacuum cleaner | 5 | |
| Water pressure jet machine | 1 | |
| Floor scrubber | 2 | |
| Water suction machine | 2 | |
| Long ladder | 2 | |
| Working trolley | 4 | |
| 2.2 Cleaning Materials | | |
| Plastic garbage bag (Fitted for provided garbage bin) | -- | |
| Chemical cleaner | -- | |
| Polishing material | -- | |
| Disinfected materials | -- | |
| Stains remover | -- | |
| 2.3 Services | | |
| Transport & disposed general waste to government landfill (Daily) | -- | |
| Transport & disposed construction waste/ furniture | -- | |
| Sub-Total: | -- | |

Date

Authorized Signature and Company Chop

Part Three: Unit Rate for Day Works Schedule (All Provisional)

Any additional manpower authorized by the Purchaser to be required for special functions on a day work basis shall be paid for at the rates entered hereunder, subject to following conditions:

Labour included tools and equipment shall be paid for on a month/day basis.

The rates entered for labour shall be deemed to include overhead charges and profit, supervision and staff insurances, use of tools and appliances and all similar items.

Mechanically operated plant shall be paid for at the rates agreed by the Purchaser.

All quantities in this schedule are provisional but the amounts shall be binding during the Contract period.

| Staff Category | Working Hours | Rate/day (HK\$) |
|-----------------------------------|---------------|--------------------|
| Cleaning Forman | | |
| Cleaning Worker (Day-shift) | | |
| Cleaning Worker (Middle-shift) | | |

Date

Authorized Signature and Company Chop

Part Four: Price Summary

| | | Rate/ month (HK\$) | Rate for 24 months (HK\$) |
|----------|--|-------------------------------|--------------------------------------|
| Part One | On Site Staff Cost | | |
| Part Two | Other Included Tools & Equipment | | |
| | Total Contract Sum | | |

We confirm that our offer is for the delivery of Cleaning Services described in the tender document.

Signature : _____

Name : _____

in the capacity of : _____

duly authorised to sign tenders for and on behalf of

Messrs : _____

Address : _____

Telephone : _____

Witnessed by : _____

Designation : _____

Signature : _____

Dated : _____

Company Chop: