

Tender Document

Maintenance Service for Lift System

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

1.1. Preambles

The purpose and intent of this “Information to Tenderers” is to facilitate the tenderers to submit tender for providing Comprehensive Maintenance Service of the Lift System (the “LIFT”) 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) Agreement of Maintenance Service for LIFT;
- 3) Terms and Conditions of Agreement;
- 4) Scope of Work;
- 5) Maintenance Schedule; and
- 6) Equipment Schedule.

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 Employer 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.

1.2. 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.

1.3. Tender Inquires

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

1.4. Tender Closing Date

All tenders must be submitted complete, entire and in the required to HKCHC not later than **3:00 p.m. on 31 March 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remain unchanged should the Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning be lowered or withdrawn two hours or more before the specified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.

1.5. **Delivery of Tenders**

One set of original and 1 set of copy must be submitted by hand, courier delivery or registered mail. One set should be marked “Original” and the other one set 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 Maintenance Service Agreement for Lift System for Hong Kong Chu Hai College” and “Private & Confidential” and be addressed to the following:

Company	Hong Kong Chu Hai College Limited
Address	Tender Box, 1/F, Registrar Office, 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

1.6. **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.

1.7. **This Tender is NOT an Offer to Agreement**

This tender is not an offer to agreement, 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 agreement as a result of this tender. Only the execution of a written agreement between the Company and a Tenderer will obligate the Company in accordance with the terms and conditions contained in such agreement.

1.8. **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 an agreement be awarded to you, the Company may, at its option, incorporate all or any part of your proposal to this tender in the agreement. 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.

1.9. 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 agreement to any or none of the tenderers.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. 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 agreement by HKCHC.

SECTION TWO: AGREEMENT OF MAINTENANCE SERVICE FOR LIFT

This agreement is entered into on the date set forth in Part 6 hereto (the “Effective Date”), by and between the party set forth in Part 2 hereto (the “Purchaser”) and the party set forth in Part 4 hereto (the “Vendor”) in the following Property according to the Terms and Conditions mentioned hereinafter:

Part 1 – Type of Agreement

Comprehensive Maintenance Service for Lift System at Hong Kong Chu Hai College

Part 2 – The Purchaser

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

Part 3 – The Management

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.

Part 4 – The Vendor

Company Name : _____
Contact Person : _____
Contact No. : _____
Business Registration Certificate No. : _____
BR Date of Expiry : _____
Registered Address : _____

Part 5 – Property

Name of Property : Hong Kong Chu Hai College
Address : 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, N.T.

Part 6 – Agreement Period (Effective Date)

Twenty-four (24) months commencing from 1st July 2023 to 30th June 2025 (Both dates inclusive)

Part 7 – Termination of the Contract

Three (3) months' prior written notice given by either party can exercise such break clause. In the event of such termination, the service charge payable shall be calculated on a pro-rata basis according to the number of days of service. In the event that the Vendor has not yet performed the service as stipulated in Section Five – Maintenance Schedule by the effective date of termination, the Purchaser shall be entitled to deduct the service charge in the amount mutually agreed by both parties from the service charge.

Part 8 – Services Charges

In accordance to the scope of work set out in Section Four – Scope of Work and Section Five – Maintenance Schedule and Section Six – Equipment Schedule attached hereto. The brief description given hereunder is to be read in conjunction with the whole Tender and Agreement document.

<u>Item</u>	<u>Description</u>	<u>Amount (per round)</u>
1.	Monthly maintenance services fee as per Section Four, Section Five and Section Six of Maintenance Service for LIFT System	HK\$ _____
	Total Contract Sum (total 2 years) :	HK\$ _____

Maintenance Fee
(for each month) : _____ (In Block Letter)

Total Contract Sum
(for 2 years) : _____ (In Block Letter)

Part 9 – Services Charges

- Emergency Services Calls for 24-hour On-call as needed at free of charge. (please refer to the clause 28.1 of Section Four: Scope of Work for Obligation of Vendor.)
- Technical support, standby services or provision of attendants whenever required by the Purchaser, to act as lookout man to facilitate work by others like repairing of lift pit, repainting of landing doors, replacement of lift car decoration, replacement of security camera, etc. The services charges:

<u>Item</u>	<u>Description</u>	<u>Service charge per call (HK\$)</u>	<u>Number of hours included (hour)</u>	<u>Subsequent hourly rate (HK\$)</u>
9.1	Within Normal Working Hours	_____	_____	_____
9.2	Outside Normal Working Hours	_____	_____	_____

(Normal Working Hours: Monday to Saturday: 09:00 to 18:00, exclude public holidays and when typhoon signal no.8 or above is hoisted)

Part 10 – Payment Term

The Vendor shall submit to the Purchaser (“Hong Kong Chu Hai College Limited”) an original invoice including the details of the month concerned and the amount due of the monthly maintenance service. The settlement of service payment will only be proceeded by the Purchaser upon the receipt of the original invoice.

Part 11 – Liability, Indemnity and Insurance

The Vendor shall provide all safety measures to protect the lives, installations and materials from accidents and damage. The Vendor shall also be liable for all injuries, losses and damages whatsoever arising from their work or in connection with their performance or purported performance pursuant to this Agreement.

The Vendor shall be responsible for all relevant insurance policies at their own costs including but not limited to Employees Compensation Insurance Policy and Public Liability Insurance Policy with a limited liability not less than HK\$30 million in any single incident and number of claim shall be unlimited within the agreement period. Copies of such policies shall be given to the Purchaser for reference by the Vendor upon the execution of this Agreement.

Signed with company chop by
[Name: _____]
[Title: _____]

for and on behalf of the Vendor:
[_____
_____]

Signed with company chop by
[Name: _____]
[Title: _____]

for and on behalf of the Purchaser:
Hong Kong Chu Hai College Limited

Duly authorized person

Date: _____

Duly authorized person

Date: _____

SECTION THREE: TERMS AND CONDITIONS

In consideration of the mutual promises in the Agreement including these Terms and Conditions (“this Agreement”), 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 Agreement:

“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 Agreement as notified in writing from time to time by either party to this Agreement to the other party;

“this Agreement” means all the Terms and Conditions of this Agreement 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 Plant” means the plant and all its accessories installed in the Property for LIFT purpose and as particularized in this Agreement;

“the Property” means the Property at the location as specified in this Agreement;

“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 upkeep and maintenance of the Plant so as to ensure its continuous operation as specified in this Agreement and the Work 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 Agreement;

1.2 In this Agreement, unless the context requires otherwise:

(a) the Schedules form part of this Agreement;

(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 Agreement.
- 1.4 No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement 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 Agreement and references to this Agreement include its schedules.
- 1.6 In this Agreement, 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
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Licence, Permit, Certificate, Business Registration (BR), Certificate of Incorporation (CI), Insurance Policy and/or other related documents, as the case may be to the Purchaser forthwith upon signing of this Agreement and/or upon any subsequent renewals/changes or at the request of the Purchaser.

3 Scope of Work

- 3.1 The Vendor shall at all times provide/perform the Services as specified in Section Four and Section Five in manner to the entire satisfaction of the Purchaser and the Management during the period of its engagement.
- 3.2 To avoid doubt, Maintenance Services shall include routine inspection, regular servicing, testing, draining, commissioning and minor repair and maintenance of the Plant as particularized in Section Six hereto.
- 3.3 Upon the completion of prior inspection and routine maintenance, the Vendor is required to submit the inspection report, statement of account and/or monthly servicing report, as the case may be, to and be acknowledged by, the Purchaser or the Management and/or any other relevant authorities of the Government pursuant to the general practice of the trade.
- 3.4 It is understood that the Work Schedule and/or the Services specified in this Agreement are not exhaustive and shall at the absolute discretion of the Purchaser or the Management be modified from time to time during the term of this Agreement as and when required subject to such adjustment in service charges to be agreed between the parties hereto.
- 3.5 The Vendor is fully responsible for observing and obeying such regulations and/or requirements as imposed by the relevant authorities of the Government from time to time in the performance of the Services.

4 Variations

- 4.1 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 Agreement.

No such notice for variation of services shall vitiate this Agreement 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.

- 4.2 All specifications and terms and conditions as contained in the Tender Documents, unless otherwise stated, will form part of this Agreement. If there is any discrepancy in the Terms and Conditions as stated in the Tender

Documents and this Agreement, the latter shall prevail.

- 4.3 No variation of the terms and conditions of this Agreement 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).

5 Agreement Period

- 5.1 This Agreement is for a period as specified on Part 6 of Section Two of this Agreement unless otherwise modified by the Purchaser in writing.
- 5.2 This Agreement is to run continuously from the commencement date until termination pursuant to Clauses 6.1, 6.2 and 6.3.

6 Termination of Agreement

- 6.1 Subject to Clauses 6.2 and 6.3 hereof, either party shall have the right to terminate this Agreement by giving three (3) months' prior notice in writing to the other party. On the expiration of such notice, this Agreement 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 Agreement but without prejudice to the indemnity contained in Clause 18 hereof and any of the Purchaser's rights and remedies against the Vendor in respect of any antecedent breach committed by the Vendor.
- 6.2 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 Agreement 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 Agreement.
- 6.3 This Agreement 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.

7 Termination Assistance

- 7.1 Beginning twenty one (21) days prior to the expiration or other termination of this Agreement, 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").
- 7.2 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 Agreement. 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.

- 7.3 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 Agreement. 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.
- 7.4 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 Agreement, 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.

8 Extension of Agreement Period and Renewal

The Vendor hereby grants the Purchaser a right to extend the Agreement Period for a further period [from one (1) to six (6) months] from the expiration of the Agreement Period on the same terms and conditions of the Agreement. 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 Agreement Period to exercise the right to extend the Agreement Period for a further period from the expiration of the Agreement Period and on the issue of the said notice to the Vendor, the Agreement herein shall be extended for a further period of the Extended Agreement Period on the same terms and conditions of the Agreement.

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

9 Transfer or Assignment of Agreement

The Vendor shall not transfer, assign whole or part with the benefit and burden of this Agreement (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.

10 Service Charges

Service Charges shall include all expenses for the following items:

- 10.1 Performance of the Services as specified in Section Four, Section Five and Section Six.

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

- 10.2 All wages, benefits, compensation and entitlements of the servicing personnel and/or any other representative(s) of the Vendor.
- 10.3 Any expenses and/or claims incurred under the Clause “Make Good” of this Agreement.
- 10.4 Any other reasonable expenses.

No increment on the Service Charges and/or the Maximum Rate of Miscellaneous Charges in addition to the Service Charges for Normal Working Hours as specified on Part 9 of Section Two of this Agreement shall be allowed during the Agreement Period for any variation in the costs of tools, supplies and materials, working conditions and wages of personnel and/or representative(s) of the Vendor, etc. except when there is a significant increase/alteration of work/requirements as specified under Clause 4.1.

For increment of the Service Charges and/or other kinds of charges, if any, the Vendor must obtain prior written consent from the Purchaser. Such adjustment shall take effect not less than three (3) months after the date of such consent.

11 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 and/or to supply spare components, equipment for repair and maintenance as and when required, the Purchaser shall have the right to deduct from the Service Charges any reasonable or proportionate sum as determined by the Purchaser. In particular,

- 11.1 In the event of the Vendor failing to satisfactorily perform the Services and/or comply with any conditions specified in this Agreement 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 Agreement.
- 11.2 The Purchaser shall be entitled to deduct from any amount due to the Vendor expenses incurred by the Purchaser under Clause 11.1 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.

12 Payment

The Monthly Service Charges shall be settled by the Purchaser within Thirty (30) days from receipt of the Vendor's invoice(s) by the Purchaser provided that the Services Completion Record as previously acknowledged by the Purchaser or the Management shall be attached therewith the forwarded to the Purchaser.

13 Vendor's Personnel

- 13.1 The Vendor will assign properly qualified and sufficiently trained personnel and/or representative(s) in the performance of this Agreement so as to ensure the highest standard at all times throughout the whole Agreement Period, including all Sundays and holidays in the year.
- 13.2 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 Agreement without the prior written consent of the Purchaser.
- 13.3 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.
- 13.4 The Vendor is required to observe all Rules and Regulations as set forth by the Purchaser and the Management, for example, submission of various drawings, photographs, certificates, completion reports, compliance with the notice period for replacement of equipment and/or remedial works, etc.

14 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 Agreement, "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.

15 Tools, Supplies and Storage

- 15.1 Prior to commencement of this Agreement, the Vendor must inspect all the fixtures/ facilities/ equipment and prepare and submit a list of all such lost/damaged items to the Purchaser.

The Vendor shall be fully responsible for repairing/replacement of any

lost/damaged items not on such list to the entire satisfaction of the Purchaser.

- 15.2 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 Agreement, 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.

- 15.3 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.

- 15.4 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.

16 To Comply with Statutory Requirements

- 16.1 The Vendor shall at its own cost take all steps necessary or expedient for complying with the terms and conditions of this Agreement and all laws, statutory or other requirements or notices of any appropriate Government or other competent authorities relating to the Building Management System or any parts thereof and /or the performance of the repair or maintenance services.

- 16.2 The Vendor undertakes, at its sole costs and expenses, to obtain prior to the Agreement commencement date all the licences, permits, approvals and consents from the relevant governmental authorities for performing the services and to maintain the validity and effectiveness of the same throughout the agreement period (and the Extended Agreement Period, if any).

17 Health and Safety

- 17.1 The Vendor shall comply with all statutory requirements regarding health and safety and shall submit a safety plan prior to the commencement of the Agreement and shall throughout the Agreement period (or the Extended Agreement Period, if any) have full regard for the safety of all persons and shall keep the LIFT in an orderly state conducive to the avoidance of danger to such

persons.

- 17.2 The Vendor shall provide training to their staffs which includes occupational safety and health related courses.
- 17.3 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 repair or maintenance services and when appropriate instruct their staffs to take all safety precaution required in carrying out the duties.
- 17.4 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.

18 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 Agreement 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 Agreement, 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 Agreement Goods/Services supplied or provided by the Vendor pursuant to this Agreement. The Vendor shall be fully responsible for arranging adequate insurance covering all risks arising out of performance of its duties under this Agreement including but not limited to:

18.1 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).

18.2 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.

18.3 All Risks Policy

The Vendor shall keep insured a Vendor own risk policy in the sum not less than

the total agreement 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 joint 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 Agreement 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 Employer and representatives of the Employer against all claims, expense, damages, liability, loss, proceedings etc. arising from his/her carrying out of the Work under this Agreement.

18.4 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 Agreement.

18.5 Other Insurance

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

18.6 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.

18.7 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.

- 18.8 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.

19 Confidential Information

- 19.1 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 Agreement (or, in the case of Purchaser, its use of the Services performed under this Agreement). "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 Agreement 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.
- 19.2 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 Agreement.
- 19.3 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 Agreement.
- 19.4 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.
- 19.5 Upon the expiry or termination of this Agreement 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.

- 19.6 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.
- 19.7 The provisions of this Clause 19 shall survive the expiry or termination of this Agreement.

20 Intellectual Property Rights

Subject to Clauses 20.3 and 20.4:

- 20.1 Purchaser shall not acquire any right, title or interest in or to the Intellectual Property Rights of Vendor or its licensors, including:
- a) the Intellectual Property Rights relating to Vendor's Software;
 - b) the Intellectual Property Rights relating to the Third Party Software; and
 - c) Vendor's Background Intellectual Property Rights.
- 20.2 Vendor shall not acquire any right, title or interest in or to the Intellectual Property Rights of Purchaser or its licensors, including:
- a) the Intellectual Property Rights relating to Purchaser's Software;
 - b) the Intellectual Property Rights relating to Purchaser's documentation, processes and procedures;
 - c) the Intellectual Property Rights relating to Purchaser's know-how;
 - d) the Intellectual Property Rights relating to Purchaser's Data;
 - e) the Intellectual Property Rights relating to the Database;
 - f) Purchaser's Background Intellectual Property Rights; and
 - g) the Intellectual Property Rights relating to the Work Product.
- 20.3 Where either party acquires, by operation of law, title to Intellectual Property Rights of the other referred to in Clauses 20.1 or 20.2, and such acquisition is inconsistent with the allocation of title set out in Clauses 20.1 or 20.2, such Intellectual Property Rights shall be assigned by it to the other party on the

request of the other party, whenever that request is made.

- 20.4 Purchaser hereby grants to Vendor a royalty-free, non-exclusive, non-transferable licence during the term of this Agreement to use:
- a) the Purchaser's Software;
 - b) the Purchaser's documentation, processes and procedures; and
 - c) the Purchaser's Data and the Database, including the right to grant sub-licences to its Sub-Contractors, provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with Vendor in a form reasonably acceptable to Purchaser.
- 20.5 The licence granted in Clause 20.4 is granted solely to the extent necessary for performing the Services in accordance with this Agreement. Vendor shall not use such licensed materials ("Purchaser Materials") for any other purpose. Vendor will not, and will not permit any Vendor's Personnel to use any Purchaser Materials for the benefit of any person or entity other than Purchaser without the prior written approval of Purchaser, which may be withheld at Purchaser's sole discretion.
- 20.6 In the event of the termination or expiry of this Agreement, the licences referred to in Section 20.4 shall terminate automatically and Vendor shall deliver to Purchaser all Purchaser Materials licensed to Vendor pursuant to Clause 20.5 in its possession or control.

21 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.

22 Entire Agreement

This Agreement is the entire agreement between the Parties with respect to the subject matter of this Agreement. The appendix and schedules attached to or referred to in this Agreement 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 Agreement will be valid unless it is in writing and signed by an authorized representative of both Parties.

23 Governing Law

This Agreement shall be construed in accordance with the laws of Hong Kong and both Parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

24 Time is of the Essence

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

25 No Waiver

The failure of either Party to insist upon or enforce strict performance by the other Party of any part of this Agreement or to enforce any right under this Agreement 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 Agreement.

26 Counterparts and Electronic Signatures

This Agreement, 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 Agreement. The counterparts of this Agreement 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.

27 Conditions Affecting the Maintenance Services

The Vendor shall satisfy himself as to nature of the systems 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 maintenance services are to be carried out shall not relieve him from any risks or responsibility for the performance of his obligation under this Agreement.

28 Compliance with laws

28.1 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.

28.2 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.

- 28.3 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.

29 Exclusion of Rights

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

30 Disputes

This agreement and the rights and obligations of the parties hereunder shall be governed by the construed in all respects in accordance with the laws of Hong Kong Special Administrative Region and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts.

SECTION FOUR: SCOPE OF WORK

The Service Charges as specified on Part 8 of Section Two and Clause 10 of Section Three of this Agreement are inclusive of the following Services:

- 1 The Scope of work is to provide comprehensive lift maintenance services for Five (5) sets of Lifts at the site of Hong Kong Chu Hai College and maintain the equipment described in the Equipment schedule (Section 6) in proper and sound condition according to the latest statutory requirement, the Lifts and Escalators Ordinance (Cap. 618) and code of practice issued by Electrical Mechanical Service Department and in accordance with the requirements set out as follows.
- 2 The Vendor shall comply in all respects with the provisions of any enactment and the regulations or by laws of any local or other duly constituted authority which may be applicable to the works and with such rules and regulations of public bodies and companies as aforesaid and shall indemnify and keep the Purchaser/its representative indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, regulation or by-law.
- 3 Any notices which the Vendor may have to exhibit either for the benefit of the public or for the benefit of the Purchaser shall be written in English and Chinese characters.
- 4 The Vendor shall notify the Purchaser in writing at the earliest possible time of there are any changes in ordinance / regulations requiring enhancement works to be done to the lift equipment. The Vendor shall indemnify and keep indemnified the Purchaser against all charges, penalties and liabilities for breach of such amended ordinance / regulations.
- 5 Certification of Proprietary Product / Parts – the Vendor must, upon submission of its tender, prove its ability / authorization of obtaining the parts / equipment from the original supplier (s) for the performance of its duties under the Agreement. The Vendor has to submit to the Purchaser relevant authorized dealer certificate for proprietary product or other supporting documents with its tender.
- 6 The Vendor shall keep sufficient spare parts during the Agreement Period (as defined in Part 6 of Section 2) to ensure that replacement work for defective parts can be carried out immediately 24 hours a day. The list of spare parts shall be forwarded to the Purchaser within 7 days upon the request of the Purchaser. All spare parts provided shall be supplied by the original equipment manufacturer or equivalent.
- 7 A competent engineer shall be provided by the Vendor to detect the fundamental cause of a fault. Temporary quick fix methods will not be accepted as permanent solutions in which case the Purchaser may exercise its rights under the Terms and Conditions of this Agreement.
- 8 In case of more than two recurring cases of breakdown on the same lift happen within a month, the Vendor shall treat the situation as emergency and shall assign qualified engineers to investigate and fix the fault targeting within 15 calendar days upon receipt

- of the Purchaser's instruction. No extra cost will be paid by the Purchaser for attending emergency services even if the incident is a result of force majeure or vandalism.
- 9 The Vendor is required to submit a full set of maintenance logs, checklists and testing reports to the Purchaser upon the request of the Purchaser.
 - 10 The Vendor shall provide periodic checking of the lift pits and inform the Purchaser to dry the lift pits in the event of folding by rain water or otherwise. The Vendor will render at no extra charge assistance in the form of technical advice when required.
 - 11 The Vendor shall provide a competent engineer to supervise the maintenance service, being of such competency and experience so as to be able to undertake the overall responsibilities and to liaise with the Purchaser. The Vendor's competent engineer shall be available to assist or advise the Purchaser and should assist in any training that may require for the Purchaser's staffs, and shall co-operate with the Purchaser fully to work out suitable arrangement including attending regular meeting with the Purchaser.
 - 12 The Vendor shall undertake to provide a maintenance supervisor for carrying out supervision and co-ordination of the Works.
 - 13 The Vendor undertakes to examine and test periodically the equipment in accordance with the provision of the Lifts and Escalators Ordinance (Cap. 618), (Other than those charges required by the Government of Hong Kong). The Vendor shall appoint a registered lift engineer to attend on Site for annual examination of the lifts and submit the duly completed certificates thereafter.
 - 14 The Vendor shall appoint a registered lift engineer to examine and test any lift / lifting platform to which major alterations have been made in accordance with the Lifts and Escalators Ordinance (Cap. 618) at no extra charge, if the major alternations are awarded and done by the Vendor.
 - 15 The Vendor shall send skilful worker(s) to inspect and repair the equipment in the event of any breakdown, disorderly operation, malfunctioning or damage of or to the equipment.
 - 16 The Vendor shall supply at its own cost all necessary oils, gear oils, greases, preservatives, detergents, cleans, cotton waste and other necessary materials for carrying out the planned maintenance in a systematic and controlled manner.
 - 17 The Vendor shall at its own cost carry out and perform all repairs and replacement works provided that such repair are attributable to the normal wear and fear of the equipment.
 - 18 The Vendor shall provide 7 days per week 24 hours per day emergency call service (including public holidays and when typhoon signal no.8 or above is hoisted) in the event of a breakdown of the lifts and upon request by the Purchaser or its agent, the Vendor shall promptly make available competent lift workers to effect repairs and maintain the lifts in good working condition.
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- 19 The Purchaser undertakes to report to the Vendor immediately when any disorder concerning the operation of the lifts is discovered and the Vendor shall attend to examine such disorder as soon as practicable and give such technical advice as may be required.
- 20 Taking Over Procedures – The Vendor shall, before the Commencement Date, without cost implication, to prepare taking over procedures for verification of all the hidden defects in the lift system with sufficient technical support and assurance of all the defects to be rectified by the former lift maintenance vendor up to satisfaction before expiry of the lift maintenance agreement entered with this former lift maintenance vendor. All the taking over procedures shall be approved by the Purchaser and accepted by the former lift maintenance vendor in advance.
- 21 Health & Safety Requirements
- 21.1 All works carried out must be strictly complied with the equipment of the Factories and Industrial Undertakings Ordinance (Cap. 59), the Occupational Safety and Health Ordinance (Cap. 509) and all other applicable laws and regulations of HKSAR so as to provide a safe working environment to all workers and related parties involved.
- 21.2 The Vendor shall carry out site inspection, risk assessment and make recommendation on safety and health measures for the scope of work in laying down the Safety Working Process Plan (As defined below)
- 21.3 The “Safety Working Process Plan” should be submitted by the Vendor together with the returned tender to the Purchaser for information and monitoring.
- 21.4 The submitted Safety Working Process Plan should include but no limit to the following:
- 21.4.1 Hazardous conditions inspection programme;
- 21.4.2 Provision of suitable personal protective equipment and safety equipment programme;
- 21.4.3 Emergency preparedness programme including non-working hours emergency contact and procedures;
- 21.4.4 Evaluation of job-related hazards or potential hazards programmer including development of safety procedure; and
- 21.4.5 Accident control and elimination of hazards programme including safety work process control.
- 22 The Vendor shall maintain a continuous supply of spare parts and accessories and give priority in its service and repair to restore the equipment to normal working condition within a reasonable time.

- 23 The Vendor shall keep the plant room clean and clear of all rubbish.
- 24 The Vendor shall promptly notify the Purchaser of any abnormal operation of the system and equipment.
- 25 The Vendor shall carry out regular maintenance at the schedule beyond busy hours as agreed by the Purchaser if interruption of lifts service is necessary.
- 26 Whenever a lift is out of service while the Vendor is carrying out an examination or maintenance or other works, the Vendor shall display next to each landing door to such lift a suitable notice indicating such lift is not available for service.
- 27 On the occasion of each and every visit, the Vendor's engineer / workers shall enter in the lift maintenance book in respect of each lifts examined the date of the visit, any defects found, the work carried out and the time spent, such entry being signed by such engineer and countersigned by the employer.
- 28 Obligation of Vendor
- 28.1 The Vendor shall provide proper and comprehensive maintenance to ensure smooth operation of lift service at the Campus
- 28.1.1 Lift breakdown with trapping of passengers – the Vendor shall arrive the scene within 25 minutes in office hours and 60 minutes in non-office hours, trapped passengers shall be released by the Vendor within 25 minutes. The lift shall be resumed to normal operation within 60 minutes. The lift shall be resumed to normal operation within 1 hour after releasing the trapped passengers depend on the actual situation without unreasonable delay.
- 28.1.2 Lift breakdown without trapping of passengers – the Vendor shall arrive the scene within 1 hour and lift shall be resumed to normal operation within 1 hour after responding depend on the actual situation without unreasonable delay.
- 28.2 The Vendor shall settle any claim as the result of delay in lift restoration should the extension of repair time be unreasonable or not approved by the Purchaser in advance.
- 28.3 The Vendor shall provide adequate third party insurance, public liability insurance and employee compensation insurance or the insurances for the performance of its duties under the Agreement within the Agreement Period.
- 29 The Vendor shall provide headcount of on-site staff and off-site supporting staff. Organization chart of on-site staff, backup support team and the schedule for routine maintenance of the lifts shall be submitted by the Vendor to the Purchaser with its Tender.

- 30 All labour employed by the Vendor must dress in clean UNIFORM and tidy appearance with no tattoo and hair coloring for carrying out all maintenance work. They are required to take good care and necessary protection in carrying out the Works e.g. open access panel in building finish and installation etc.
- 31 All noisy work can only be carried out at the schedule as agreed by the Purchaser. The Purchaser reserved the right to suspend any noisy work even during normal working hours if required.
- 32 Press / Media Enquiry – The Vendor or its employees or agents shall NOT answer / Respond to any Press. Media Enquiry and should immediately inform the Purchaser of the same.
- 33 The Vendor is required to carry out inspection of the additional facilities not related to the lift operation, e.g. CCTV, LCD information display, air-conditioning units, security system, etc., and to advise the Purchaser when repairs or replacements are required and to provide estimates for such repairs or replacements for the Purchaser's consideration. The Purchaser is not bound to accept such quotation and have the right to employ another Vendor to carry out the repair or replacement works.
- 34 In the occasion so happened as above-mentioned (clause 33), at extra cost to the Purchaser, the Vendor is still required to coordinate with and assist the Management to assure the satisfactory workmanship and completion of the 3rd parties Vendor's work despite the warranty and defect liabilities shall fall on the 3rd parties Vendor.
- 35 The Vendor shall provide attendants, whenever required by the Purchaser at extra cost to the Purchaser, to act as lookout man to facilitate work by others like repainting of landing doors, replacement of lift car decoration, replacement of security camera, etc., after written consent by the Vendor for the aforesaid works.

SECTION FIVE: MAINTENANCE SCHEDULE

The Vendor shall, as soon as practicable, carry out the following repair and / or maintenance works in accordance with the minimum service standards as stipulated below:

- 1 The Vendor shall undertake a comprehensive maintenance and routine servicing for the lifts.
- 2 The Contract Sum (as defined in the Terms and Conditions) shall have included all costs for labour, tools, materials, spare part, logs book, consumable items (such as grease, oil etc) and transportation to carry out maintenance services specified in this Maintenance Schedule and the Terms and Conditions of Agreement but not specifically mentioned in the Tender Documents and which the Vendor considers to impose a financial obligation.

The fee for the application for a Use Permit for continuing use and operation of the lifts or any other Government levy related to the lift system are included in the contract sum and no extra cost reimbursement will be entertained.

- 3 The Vendor shall allow in his Contract Sum to assign a responsible person or a qualified engineer to meet with the Purchaser or its representatives on quarterly basis to review lifts performance.
- 4 The Vendor shall carry out comprehensive maintenance according to the Maintenance Schedule detailed in this specification. The Maintenance Schedule indicates the minimum requirements for the work to be carried out. The Vendor shall also perform all those schedules which if considers necessary to ensure that all the various systems installed operate satisfactory in compliance with the latest statutory requirements as well as to ensure maximum availability of the lifts at all times.
- 5 The Vendor shall give the Purchaser at least 7 days prior notice of when each comprehensive maintenance visit is due so that the Purchaser can nominate a representative to present as considered necessary and to arrange for notification to the lift users.
- 6 The Vendor shall report to the Purchaser prior to commencing each service and before leaving. Comprehensive reports shall be compiled on all the work which has been carried out during each visit, including comments on any improper functioning of various systems, and comments on any items requiring detailed examination at or before the next scheduled visit. The service reports shall also state the date when the next regular routine services visit is due to take place.
- 7 The Vendor shall properly file the above-mentioned report in to log books specially assigned for the lifts provided to the Purchaser on site at the Vendor's expense and shall arrange its staff to sign the log books properly after each visit. All the reports shall be filed in a manner as approved by Electrical Mechanical Service Department of HKSAR.
- 8 A summary of these reports together with the breakdown and remedial work records shall be submitted to the Purchaser, if required.

9 The maintenance Schedule for each lift and lifting platform shall be at least as follows:

9.1 **Bi-weekly Maintenance Service**

- 9.1.1 To check and repair or replace lift door protecting devices (e.g. safety shoes, light-ray, electronic detector).
- 9.1.2 To check and repair or replace Lift Car position indicators and call buttons.
- 9.1.3 To check and repair or replace alarm bells, intercom and emergency lights.
- 9.1.4 To check and repair or replace lift car fixtures (e.g. lighting, fans, car panel buttons, etc)
- 9.1.5 To check and repair or replace push buttons in Lift Car operating panels.
- 9.1.6 To check and repair or replace lift machine gear boxes, guide rails and governors, and ensure all are sufficiently lubricated.
- 9.1.7 To check for any oil leakage for hydraulic system (if applicable) and carry out necessary repair including necessary oil refilling.
- 9.1.8 To clean the air filters, drip trays and drain pipe for the air conditioning unit inside the lift car.
- 9.1.9 To comb the condenser fins for the air conditioning unit on top of lift car, if required.
- 9.1.10 To check the submersible pump for drain for drain container on top of lift car and clean, if required.

9.2 **Yearly Maintenance Service**

- 9.2.1 To inspect the lift hoistways and report to the Purchaser any abnormalities.
- 9.2.2 To inspect and replenish the lubricants of the guide rails.
- 9.2.3 To check and adjust or replace the counter weights.
- 9.2.4 To test and adjust lift traveling and landing accuracies.
- 9.2.5 To repair and repaint the mechanical screens completely.
- 9.2.6 To check and clean lift pits regularly.

- 9.2.7 To check the lift machine hoisting I-beam and report to the Purchaser any abnormalities.
- 9.2.8 To check the lift machine rooms ventilation and doors and report to the Purchaser any abnormalities.
- 9.2.9 To carry out checking according to the requirements as stipulated in the Lifts and Escalators Ordinance (Cap. 618).
- 9.2.10 To arrange for carrying out the test and thorough examination by an authorized person (Registered Lift Engineer) and to submit annual checking services report and renew Form LE11 (or any other form as required by the HKSAR Government) for each lift to Electrical Mechanical Service Department by Registered Lift Engineer.

9.3 **Five Year Loading Test**

- 9.3.1 If a lift loading test is required within the Agreement Period, the Vendor shall at no additional cost carry out lift loading test for every five years. Any abnormalities shall be rectified immediately after the test and report shall be issued to the Purchaser for its record.
- 9.3.2 To replace the hoisting ropes of lift at frequency as recommended by the manufacturer or as required by the actual situation.

SECTION SIX: EQUIPMENT SCHEDULE

The Vendor shall also be responsible for performing the duties as stipulated in this Agreement for the equipment which quantities available in the building exceed those state in the schedule as herein below:

1 Lift Schedule

Lift No.	Toshiba Model	Control System	Speed	Capacity	Stop
L-1	P21(1600) – 2S105 – F9/R1(9)	ELCOSMO / CV320BLL	1.75 m/s	1600 Kg (21 Persons)	Front Opening: 9 Stops Rear Opening: 1 Stop
L-2	P21(1600) – C0105 – 6(6)	ELCOSMO / CV320BLL	1.75 m/s	1600 Kg (21 Persons)	6 Stops
L-3	P21(1600) – C0105 – 10(10)	SPACEL-UNI / CV300LL	1.75 m/s	1600 Kg (21 Persons)	10 Stops
L-4	P13(1000) – C0105 – 7(7)	SPACEL-UNI / CV300L	1.75 m/s	1000 Kg (13 Persons)	7 Stops
L-5	P21(1600) – C0105 – F9/R2(10)	SPACEL-UNI / CV300LL	1.75 m/s	1600 Kg (21 Persons)	Front Opening: 10 Stops Rear Opening: 2 Stops

2 Lubricant Specified by Toshiba

Specified Oil	Equivalent Oil					
	TEXACO/CALTEX	Mobil Oil	ESSO	Shell	Gulf	Others
Toshiba Gear Oil #1	Meropa 460	600W Cylinder Oil Compound EE	Cylessso TK-460 Sparton EP 460	Valvata Oil J78 Omala Oil 77	EP Lubricant S 135	Diamond 680W (Mitsubishi Oil)
Toshiba Gear Oil #2 (for cold areas)	Meropa 320	600W Cylinder Oil Compound DD	Sparton EP 320	Omala Oil 75	EP Lubricant S 120	Diamond 660W (Mitsubishi Oil)
Toshiba Machine Oil	Regal Oil F (R & O)	DTE Oil Extra Heavy	Sparton EP 150	Tellus Oil 69	Harmony 69	FBK Oil Ro 100 (Nibon Oil)
Toshiba Rail Oil	Regal Oil PE (R & O)	Mobil Vactra Oil Heavy	Teresso 77	Tellus Oil 41	Harmony 61	-

Toshiba Buffer Oil	Torque Fluid	Airo HFC	Nuto H 15	Tellus T Oil 17	Mechanism LP	Diamond 410 (Mitsubishi Oil)
Toshiba Vaseline (for industrial use)	-	-	-	-	-	White Vaseline (Kanto Chem)
Toshiba Rope Oil	-	-	-	-	-	Sproil C2 (Teikoku Sangyo)
Toshiba Grease Compound Grease	-	-	-	-	-	Gear Compound Grease No. 2 (Syowa Oil)
Toshiba Grease	Regal Starfak Premium 2	Mobilax Grease No. 2	Beacon 2	Alvania Grease 2	Grown Grease No. 2	Multinoc Grease No. 2 (Nihon Oil)

3 Exclusion Items

Unless specifically included in the Agreement, the following areas are not covered by the Agreement: -

- 3.1 Existing defects modification of the system relocation of the equipment and accessories.
- 3.2 Any repair or replacement cost for improvement and upgrading of performance of existing equipment.
- 3.3 Any loss or damage resulting from fire, explosion, lightning, burglary, housebreaking, lareny, theft, malicious acts, floods, typhoons, hurricane, act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, strikes, riots, civil commotion, mutiny, rebellion revolution, insurrection, military or any circumstance outside the control of the Vendor.
- 3.4 Cleaning, refinishing, repainting or replacement of lift car enclosures, decoration parts, hoistway doors, door frames, sills, flooring, closed-circuit television system.