

FORM OF TENDER

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SUBJECT : **TENDER FOR THE PROVISION OF CLEANSING,
BUILDING REPAIR AND MAINTENANCE SERVICES
FOR ELCHK, TUEN MUN DISTRICT HEALTH
CENTRE**

**TENDER
REFERENCE
NO.** **2025-26/001-NLF-TMDHC**

PART I - GENERAL CONDITIONS

1. Definitions

1.1 In this document, the following words and expressions shall have the following meanings unless the context otherwise requires :-

‘Contract’ means a contract between the Contractor and the Purchaser for the supply and purchase of the Goods and/or Services;

‘Contractor’ means the successful Tenderer whose Tender is awarded in accordance with Clause 6.1 of this Part;

‘Purchaser’ means ELCHK, TUEN MUN DISTRICT HEALTH CENTRE

‘Goods’ mean the goods, articles, products and/or materials which are set out in Part III of the Tender Documents;

‘Services’ means the services which are set out in Part III of the Tender Documents;

‘Site’ means One (1) Core Centre and Five (5) Satellite Centres as listed below:

1	Tuen Mun District Health Centre - Core Centre 1/F, Rosedale Gardens Shopping Mall, 133 Castle Peak Road, San Hui, Tuen Mun, N.T.
2	Parklane Satellite Shop 155-156, 1/F, Tuen Mun Parklane Square, 2 Tuen Hi Road, Tuen Mun, N.T.
3	Yau Oi Satellite Shop Nos. S-201 to S-203, Zone S, Level 2, H.A.N.D.S., 2A Tuen Mun Heung Sze Wui Road, Tuen Mun, N.T.
4	Shan King Satellite Shop 4, G/F, Shan King Shopping Centre, No.1 Ming Kum Road, Tuen Mun, N.T.
5	Goodrich Garden Satellite Shop B51, 1/F., Goodrich Garden Shopping Arcade, No.9 Leung Tak Street, Tuen Mun, N.T.
6	Melody Garden Satellite Shop 85, G/F, Melody Garden Commercial Complex, 2 Wu Chui Road, Tuen Mun, N.T.

‘Hong Kong’ means Hong Kong Special Administrative Region of The Peoples’ Republic of China;

‘Tender’ means the document known as Return of Tender set out in Part V of the Tender Documents duly completed and signed by the Tenderer and all documents and information which are required to be submitted by the Tenderer set out in Part IV along with the said Return of Tender;

‘Tender Closing Date’ as stated in the invitation letter;

‘Tender Documents’	mean every part of this document from Part I to Part V (both inclusive) being the General Conditions, Particular Terms and Conditions, Specifications, Schedule of Rates, Return of Tender;
‘Tenderer’	means any person, firm or company who submits the Tender following the instructions attached thereto and in accordance with the terms of the Tender Documents.

- 1.2 Unless the context otherwise requires, words denoting singular shall denote plural and vice versa, and words referring to the male gender shall include the female or neuter gender and vice versa.
- 1.3 Clause headings in these Tender Documents are for reference and convenience only and shall not affect the interpretation thereof.

2. Invitation to Tender

The Purchaser invites tenders for the supply of the Goods and/or Services. Specifications of the Goods and/or Services are set out in Part III of the Tender Documents. This part, hereby referred to as Part I, contains the General Conditions of the Purchaser’s Invitation to Tender. Interested Tenderers should follow the terms under this part to submit a valid Tender to the Purchaser. Part II contains the Particular Terms and Conditions relating to the Goods and/or Services. They shall be incorporated, so far as applicable, to the actual contracts for the supply of the Goods and/or Services.

3. Tender

Tenderers should be aware of the following when submitting a Tender :-

- 3.1 The Tender concerns the supply of all or any part of the Goods and/or Services which are specified in Part III.
- 3.2 The Tender relates to the provision of the Goods and/or Services to any company within the meaning of a ‘Purchaser’ as defined in Clause 1.1 above.
- 3.3 Tenders may not be considered if complete information is not given. Full details as to the descriptions, catalogues and documentary evidence as well as any particular details asked for in the Tender Documents must be given when the Tenderer submits his Tender.
- 3.4 The Tender and the Tender Documents shall not be altered by the Tenderer. Any modification considered necessary by the Tenderer should be requested by a letter accompanying the Tender for the Purchaser’s consideration.

4. Tenders to Remain Open

- 4.1 Tenders shall remain open for acceptance for not less than 120 days after the Tender Closing Date. If no contract for goods/ services is received within 120 days, the tender will be considered as unsuccessful.
- 4.2 All Tenders must be submitted by the Tenderer on or before the Tender Closing Date and deposited in the tender box provided by the Purchaser in accordance with the invitation letter. Time is of essence in relation to the Tender submission and late Tenders will not be considered.
- 4.3 In case a "Black Rainstorm Signal", "Tropical Cyclone Warning Signal No. 8 or above" and post-super typhoon "Extreme Conditions" announcement by the Government is in force for any duration between 9:00 a.m. (Hong Kong time; same thereafter) and 12:00 noon on the day when the Tender Closing Date falls due, the Tender Closing Date will be extended to 12:00 noon on the next working day (i.e. except Saturday, Sunday and Public Holiday).

5. Prices

Tenderers must quote their prices for each item of the Goods and/or Services and must comply with the following requirements:-

- 5.1 The prices quoted must be expressed in Hong Kong dollars. Such prices must be the net prices of the Goods and/or Services having already taken into account all trade and cash discounts. The Tenderer must also specify the cost of any containers, packing, packing materials and/or delivery which may be incurred in the supply of the Goods and/or Services.
- 5.2 The Tenderer must quote his prices in Part IV of the Tender Documents known as the Schedule of Rates.
- 5.3 All schedules and tables found in Part IV must be duly signed and stamped with the company chop of the Tenderer.
- 5.4 Unless the Tenderer clearly stipulates otherwise, the prices quoted in Part IV shall be deemed to be fixed throughout the duration of the Contract to be entered into between the Purchaser and the Tenderer (if his Tender is awarded). No request for price variation will otherwise be accepted. If a Tenderer wishes to include a price variation clause in his Tender, he may do so, but with the full knowledge and understanding that such a clause may prejudice the award of his Tender. When submitting a Tender with a price variation clause, the Tenderer must stipulate the basis of the price variation, i.e. the formula. No provisions for price variation shall bind the Purchaser unless and until the same is accepted in writing.
- 5.5 Tenderers shall ensure that the prices quoted are accurate before submitting their Tenders. Under no circumstances will any request for price adjustment be accepted on the grounds that a mistake (whether intentional or unintentional) has been made in the Tender.

6. Award of Tender

- 6.1 The successful Tenderer, i.e. the Contractor, will receive a Letter of Award (“**Letter of Award**”) from the Purchaser.
- 6.2 Upon the award of the Tender, the Purchaser may at his own timing and decision enter into Contract with the Contractor based on the quotations made in the Contractor’s Tender. The Purchaser shall conclude the Contract by way of signing formal agreements with the Contractor. The Contracts concluded shall incorporate, so far as applicable, the terms and conditions under the Tender Documents.
- 6.3 In consideration of the Letter of Award, the Contractor shall give the Purchaser a collateral warranty that his terms and quotations in the Tender shall be the same terms and quotations offered to the Purchaser for acceptance. The Purchaser will revoke the Letter of Award if the Contractor does not comply with this warranty. The Contractor shall also warrant that the terms and conditions in his Tender will remain the same for the period set out under Clause 1 of Part II of the Tender Documents.
- 6.4 Any estimates on the requirement or demand of the Goods and/or Services in Part III are for information only and the Purchaser does not commit to himself to ordering such amounts specified to be ‘estimates’ from the Contractor. The actual order quantity is subject to the Contract signed by the Contractor and the Purchaser.

7. Alternative Standards

Alternative standards proposed by the Tenderer which may be comparable to the prescribed standards mentioned in the Tender Documents may be considered by the Purchaser. The Tenderer shall state clearly with which standard his offer will comply and a full comparison of the two standards shall be submitted together with the Tender for the Purchaser’s consideration.

8. Alternative Proposals and Negotiation

Alternative proposals by the Tenderer which may improve the value of his Tender may be submitted. The Purchaser reserves the right to negotiate with any Tenderer about the details of such alternative proposals.

9. Saving

The Purchaser is not bound to accept any Tender and reserves the right to accept or reject all or any part of any Tender at any time within the period mentioned in Clause 4 hereof.

10. Contractors' Performance Monitoring

- 10.1 During the period of the Contract, the successful Tenderer, i.e. the Contractor, shall keep sufficient stock of the Goods if the subject matter of supply is the Goods and shall maintain sufficient equipment and/or manpower if the subject matter of supply is the Services. In the event that there is any delay on the part of the Contractor to deliver the Goods or provide the Services due to insufficient stock or insufficient equipment or manpower, the Purchaser is entitled to discontinue any orders or any part thereof by written notice forthwith.
- 10.2 Tenderers are advised that should their Tenders be awarded, their performance after the award will be closely monitored and taken into account when any future Tenders of them for other matters are being evaluated.

11. Safeguarding National Security

- 11.1 The Tenderer/Contractor shall comply with The Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region.
- 11.2 Notwithstanding anything to the contrary in the tender documents, the Purchaser reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaging, or is reasonably believed to have engaged or be engaging in or activities that are likely to cause or constitute the occurrence of offences endangering national security, or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.
- 11.3 The Purchaser may immediately terminate the contract upon the occurrence of any of the following events:
 - (a) the Contractor has engaged or is engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (b) the continued engagement of the contractor or the continued performance of the contract is contrary to the interest of national security; or
 - (c) the Purchaser reasonably believes that any of the events mentioned above is about to occur.

12. Corrupt Gifts

- 12.1 If the Contractor or any of his employees or agents shall be found to have committed an offence under the Prevention of Bribery Ordinance for the time being in force or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other ancillary contracts, any individual Purchaser may terminate his Contract with the Contractor, without entitling the Contractor to any compensation thereof.
- 12.2 The Contractor shall be liable for all losses and expenses necessarily incurred by any Purchaser as the result of such termination of Contract.

13. Warranty against Collusion

- 13.1 By submitting a Tender, a Tenderer is regarded to have represented and warranted to the Purchaser that in relation to the invitation to tender :-
- (a) save with the prior written consent of the Purchaser, it has not communicated and will not communicate to any person, corporation, organization or other entity (“Person”) other than the Purchaser or the Purchaser the amount of any price submitted in his Tender;
 - (b) it has not fixed and will not fix the amount of any price submitted in his Tender by arrangement with any Person;
 - (c) it has not made and will not make any arrangement with any Person as to whether it or that other Person will or will not submit a tender; and
 - (d) it has not otherwise colluded and will not otherwise collude with any Person in any manner whatsoever in the tendering process.
- 13.2 In the event that a Tenderer is in breach of any of the representations and/or warranties in Clause 13.1 above, the Purchaser shall be entitled to, without compensation to any Person or liability on the part of the Purchaser:-
- (a) reject the Tenderer’s Tender;
 - (b) if the Purchaser has accepted the Tender, withdraw his acceptance of the Tender; and
 - (c) if the Purchaser or any of them has entered into the Contract with the Tenderer, terminate all or any Contract.
- 13.3 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Purchaser and the Purchaser jointly and severally against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 13.1 above.
- 13.4 A breach by a Tenderer of any of the representations and/or warranties in Clause 13.1 may prejudice his future standing as a contractor or service provider to the Purchaser.
- 13.5 Clause 13.1 shall have no application to a Tenderer’s communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in his Tender, or with his professional advisers, consultants or sub-contractors to solicit their assistance in preparation of his Tender.
- 13.6 The rights of the Purchaser and the Purchaser under Clauses 13.2 to 13.4 above are in addition to and without prejudice to any other rights or remedies available to him against the Tenderer.

14. Rights of Third Parties

Nothing in this Contract is intended to or shall confer upon any other party any right, benefit or remedy of any nature whatsoever under or by reason of the Contract and the application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

15. Personal Data Privacy and Protection

- 15.1 In carrying out the Services under the Contract, the Contractor shall and shall procure its employees to comply in all respects with the Personal Data (Privacy) Ordinance (Cap. 486 Laws of Hong Kong) and all codes of practice and guidance materials issued from time to time by the Privacy Commissioner or any other relevant regulatory or professional body in Hong Kong in so far as the same relate to personal data.
- 15.2 Any personal data transferred by the Purchaser to the Contractor and/or any personal data collected by the Contractor as part of the Services (collectively, the “Disclosed Data”) shall only be used by the Contractor for the purpose of carrying out the Services (“Permitted Purpose”). If the Contractor shall use the Disclosed Data for any purpose other than the Permitted Purpose, the Purchaser shall be entitled to terminate the Contract immediately, without notice to the Contractor.
- 15.3 The Contractor shall indemnify the Purchaser for any loss, damage, cost expense or other liability suffered or incurred (whether directly or indirectly) by the Purchaser as a consequence of the Contractor’s use of the Disclosed Data for improper purposes.

- 15.4 The Contractor expressly agrees and undertakes:-
- (a) to keep the Disclosed Data confidential and not to disclose the Disclosed Data to anyone except for the Permitted Purpose;
 - (b) to ensure that it has in place and maintains appropriate security measures (including but not limited to maintaining formal access control on the Disclosed Data by its staff and keeping logs on access and use of the Disclosed Data) which will protect all Disclosed Data from theft and other unauthorized or accidental access, processing, erasure, loss or use of the Disclosed Data transferred to the Contractor for processing;
 - (c) to keep confidential and not disclose to anyone the fact that the Disclosed Data has been made available to it;
 - (d) to use all reasonable endeavors to ensure that any person to whom it passes any Disclosed Data acknowledges and complies with the provisions of the Contract as if that person were also a party to it;
 - (e) not to have any contract with the individuals who are the subject of the Disclosed Data, except for the Permitted Purpose or otherwise with the Purchaser's prior written consent;
 - (f) to adopt measures (such as having personal data protection policies and procedures in place and providing adequate training to its relevant staff to ensure that the Contractor's relevant staff will carry out the security measures and comply with the obligations under these terms and conditions regarding the handling of personal data.
- 15.5 The Contractor shall not keep any Disclosed Data longer than is necessary for processing of the Disclosed Data. Within 1 month after completion of the Services, the Contractor shall:
- (a) return, destroy or permanently erase all such Disclosed Data using industry-standard data erasure software;
 - (b) destroy or permanently erase all copies of such Disclosed Data made by the Contractor using industry-standard data erasure software;
 - (c) use all reasonable endeavors to ensure that anyone who has received any such Disclosed Data destroys or permanently erases such Disclosed Data and any copies made by it or him using industry-standard data erasure software;
 - (d) timely report to the Purchaser on the erasure actions.

in each case, save to the extent that the Contractor or the recipients are required to retain any such Disclosed Data by any applicable law, rule or regulation or by any competent judicial, governmental supervisory or regulatory body.

16. Intellectual Property Rights

The Contractor shall indemnify any Purchaser against all claims arising at any time on account of the manufacture or use of any Goods or of the provision of any Services infringing any patent rights, copyrights or registered design, or other intellectual property's rights, or on account of any claims for royalties arising from the manufacture or use of any Goods or from the provision of any Services, and the Contractor shall also be liable for any cost to any Purchaser that may arise from any such claims.

17. Confidentiality

If in the course of performing any Contract, the Contractor receives proprietary information of any Purchaser relating to his business, operations, equipment or products, the Contractor will retain all such information in confidence and will not disclose it, except in the necessary course of performing such Contract.

18. Government Regulations

- 18.1 The Contractor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the government or other competent authority in relation to the supply of the Goods and/or Services.
- 18.2 The Contractor shall indemnify the Purchaser against any penalty, loss or cost arising as a result of the Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments.
- 18.3 Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and as a result causing the whole or any part of any Contract not being completed by Purchaser, the Purchaser shall reserve the right to claim full compensation in the event.

19. Cancellation or Withdrawal of Tender

The Purchaser reserves the right to cancel or withdraw his invitation for tender for whatever reasons at any time before a Letter of Award is given to any particular Tenderer. The Purchaser is not obliged to consider or accept any conforming Tenders and reserves the right to make such cancellation.

PART II – PARTICULAR TERMS AND CONDITIONS

1. Contract between Purchaser and Contractor

- 1.1 The Purchaser may rely on the Contractor's Tender to form a Contract with the Contractor after the Contractor has been granted a Letter of Award by the Purchaser.
- 1.2 A Purchaser shall conclude a Contract by entering into a formal contract with the Contractor by-incorporating the terms of the Tender Documents.
- 1.3 The Contractor's price quotations given in the Tender shall apply to the Contract made between him and the Purchaser. Such quotations shall be fixed throughout the period as stated in Part V – Return of Tender (both days inclusive) and shall not be adjusted or altered in any way irrespective of any fluctuations in the cost of any materials, labour wages, delivery cost or any other cost in relation to the supply of the Goods and/or Services.

2. Clauses Specific to Supply of Goods and of Services

These Tender Documents shall be used to invite both tenders for the supply of Goods and tenders for the supply of Services. For the avoidance of doubt, **Clauses 3 to 9** (both inclusive) hereof shall be applicable only to the supply of Goods and **Clauses 10 to 14** (both inclusive) hereof shall be applicable only to the supply of Services. Other clauses under this Part shall be applicable to both tenders for the supply of Goods and for the supply of Services.

3. Quality of Goods, Rights of Purchaser and Quality Tests

- 3.1 The Goods supplied by the Contractor under the Contract shall be of merchantable quality, fit for the purpose for which goods of that kind are commonly bought, and comply with the Specifications under Part III of the Tender Documents. A Purchaser may require the Contractor to provide samples of the Goods being ordered. If the samples are accepted by the Purchaser, the Contractor must deliver each item of the Goods in conformity with the quality of such samples. The quality in question is the quality at the time when the sample is provided. If the Purchaser has further received any drawings or other descriptions from the Contractor in relation to the Goods, the Contractor must deliver the Goods in conformity with such drawings or other descriptions.
- 3.2 If the Goods do not comply with the requirements under Clause 3.1 above, the Purchaser ordering the Goods may by notice in writing served on the Contractor pursuant to Clause 5 below exercise the following powers :-
 - (a) reject all or part of the Goods being delivered and refuse to pay for such rejected or rejected part of the Goods;
 - (b) require the Contractor to repair or replace all or any of the Goods which are not in compliance with the Clause 3.1 requirements; and/or
 - (c) terminate the whole or any part of the Contract in question forthwith.
- 3.3 The Contractor, if required, shall furnish the requesting Purchaser with a proof note or a certificate showing that the Goods delivered have been subjected to and passed the normal quality tests for such Goods or such other tests as may be reasonably requested by the Purchaser.

4. Delivery

- 4.1 The Contractor shall supply and deliver the Goods according to the stipulated date, volume, quantity, destination, dimensions, colors and/or any other requirements together with the general conditions of delivery stipulated in the Contract between the Purchaser and the Contractor.
- 4.2 The Contractor shall deliver the Goods at his own cost and expense to the destination specified in the Contract.
- 4.3 Each delivery by the Contractor shall be accompanied by the Delivery Note stating the Contract number, and in return, the Contractor shall obtain receipt from the Purchaser. Such receipt shall not constitute an acknowledgment that the Goods therein mentioned are acceptable or considered satisfactory by the Purchaser. The Purchaser reserves the right to reject the Goods pursuant to the powers herein mentioned.

5. Inspection and Acceptance

- 5.1 All Goods delivered shall be subject to inspection and/or testing by the Purchaser.
- 5.2 The Purchaser shall have 30 days (“**Inspection Period**”) to conduct the inspection and/or testing from the date of receipt of the Goods.
- 5.3 A written notice shall be given by the Purchaser to the Contractor no later than 14 days after the Inspection Period if the Purchaser does not accept all or any part of the Goods. The written notice shall specify whether the Purchaser intends to exercise any of his rights under Clause 3.2 above. If no such written notice is given within the aforesaid period, the Goods delivered shall be deemed to have been accepted by the Purchaser at the end of such period.

6. Treatment of Goods Rejected

- 6.1 If a Purchaser rejects any or any part of the Goods pursuant to Clause 3.2 above, the Contractor shall remove the same at his own expenses from the Purchaser’s premises within 30 days from the date of the notice issued under Clause 5.3 above. If the Contractor fails to remove the Goods within such period, the Purchaser may dispose of the same at any time and by whatever means as the Purchaser sees fit. No liability shall attach to the Purchaser in respect of such disposal.
- 6.2 If the Purchaser requests the Contractor to replace the Goods pursuant to Clause 3.2(b) above, the Contractor shall effect the replacement within a reasonable period of time after the Purchaser has made the request. Where the replacement involves obtaining goods from sources outside Hong Kong, the Contractor shall at the first reasonable opportunity advise the Purchaser of the delivery date of such replacement and such date must be to the satisfaction of the Purchaser.
- 6.3 If the Purchaser discovers that the Contractor offers for delivery any goods which have previously been rejected by the Purchaser or any other third parties, the Purchaser shall be entitled to immediately terminate the Contract.
- 6.4 This Clause is in addition to and without prejudice to any other rights which the Purchaser may have in relation to the Goods including but not limited to the right to claim for damages or losses suffered as a result of the Contractor’s breach of the Contract.

7. Payment for Goods

- 7.1 Where the Contractor is required to deliver any Goods to a Purchaser, the Contractor shall issue an invoice to the Purchaser stating the Contract number, particulars of the Goods delivered, quantity, rate and value of each item and send the invoice to the place where the Goods are to be delivered or as otherwise directed by the Purchaser.
- 7.2 Unless otherwise agreed, the Purchaser shall not make payment to the Contractor for the Goods delivered until the same have been accepted in accordance with Clause 5 of this Part above. Once the Goods are accepted, payment will be made by the Purchaser within 30 days’ credit upon presentation of invoice after the Inspection Period.

8. Compensation

- 8.1 In the event that all or any of the Goods are not duly delivered, the Purchaser shall have the right to purchase the undelivered Goods or, if such Goods are not then readily available in Hong Kong, goods of comparable quality and quantity then readily available in Hong Kong from any other sources and claim against the Contractor for all costs and expenses incurred by the Purchaser in excess of the Contract Rates and all other costs, expenses, losses and damages incurred or suffered by the Purchaser as a result thereof or in connection therewith.
- 8.2 If the Goods or any part thereof do not meet the Specifications under Part III of the Tender Documents, the Purchaser shall have the right to (i) demand the Contractor to replace such Goods at the Contractor’s sole costs and expenses; and/or (ii) procure from other sources for the supply of the Goods or, if such Goods are not then readily available in Hong Kong,

goods of comparable quality and quantity then readily available in Hong Kong and claim against the Contractor for all costs and expenses incurred by the Purchaser in excess of the Contract Rates and all other costs, expenses, losses and damages incurred or suffered by the Purchaser as a result thereof or in connection therewith.

9. Guaranteed Period

- 9.1 Without prejudice to the generality of Clause 3.1 above, the Contractor shall guarantee the quality of the Goods (except fair wear and tear) for the Guarantee Period stated in the Part III Specifications from the date of the Purchaser's acceptance as provided in Clause 5 above.
- 9.2 During the Guaranteed Period, if any defects are found to be attributable to the Contractor's defective design, materials, workmanship or other factors, the Contractor shall be liable to make good those defects free of charge for the Purchaser as soon as possible.
- 9.3 Upon discovering the defects mentioned above, the Purchaser shall inform the Contractor in writing the particulars and extent of the defects and the Contractor shall repair or replace the defective Goods free of charge and to the satisfaction of the Purchaser.
- 9.4 If the Contractor is required to replace any defective Goods but he does not at the same time call for the return of the defective Goods from the Purchaser, the Purchaser may dispose of them after a reasonable time in whatever manner as it sees fit.
- 9.5 If the defects discovered during the Guaranteed Period are not made good within a reasonable period, the Purchaser may, after serving a written notice of 7 days on the Contractor, proceed to rectify the defects by repair or replacement and thereafter require the Contractor to pay for reimbursement of such repair or replacement costs.
- 9.6 The Contractor shall remain liable to the Purchaser under this clause whether or not the Goods, or any part thereof, were directly manufactured by the Contractor.

10. Quality of Services

- 10.1 The Services supplied by the Contractor under the Contract shall be of good reasonable quality in line with general standards of similar services available in the market and comply with the Specifications set out in Part III of the Tender Documents (if any). If any pledges and/or representations are being given by the Contractor as to his performance of the Services, the Contractor is bound to deliver the Services in accordance with such pledges and/or representations. The Contractor must also comply with the Purchaser's working instructions mentioned in Clause 11.1 below.
- 10.2 If the Contractor fails to deliver the Services in accordance with Clause 10.1 above, the Purchaser is entitled to issue a written complaint to the Contractor requiring him to make good or remedy any problems and/or deficiencies within a reasonable period. If the Contractor fails to comply with such written complaint or if the Purchaser has within a period of 7 days issued 2 written complaints to the Contractor for any problems and/or deficiencies, the Purchaser shall be entitled to terminate the Contract forthwith by notice in writing and exercise any of the following rights against the Contractor:-
 - (a) Reject the Services and refuse to pay for the same or any part thereof; or
 - (b) Require the Contractor to pay compensation for any loss or damage which is or may be suffered by the Purchaser as a result of the termination.

11. Instructions and Payment for Services

- 11.1 The Contractor shall provide the Services to the Purchaser according to the instructions stated in the Contract. Details as to time, date, location, premises, duration, frequency, magnitude, or other working instructions will be specified by the Purchaser and must be strictly followed by the Contractor.
- 11.2 Subject to the Purchaser's right under Clause 10.2 above and provided that the Contractor fulfills his obligations under the Contract, the Purchaser shall make payment to the Contractor in accordance with those specific provisions as stated in the Letter of Award / Contract.

- 11.3 The Contractor shall be required to issue invoice to the Purchaser. The invoice will state the particulars of the Services and the period for which the Services had covered. Invoices shall be issued as soon as the Services covered had been fully rendered. They shall be sent to the Purchaser's business address or as otherwise directed by the Purchaser.
- 11.4 The amount payable to the Contractor will be calculated by reference to the items of Services rendered and in accordance with the fee quotations specified in the Contractor's Tender.

12. Trial Period

- 12.1 If the Services to be provided are on a regular basis exceeding 3 months, the Purchaser is entitled to a trial period of 3 months from the date of Contract and may terminate the Services with immediate notice to the Contractor.
- 12.2 All expenses incurred by the Contractor during this period shall be borne exclusively by the Contractor.
- 12.3 The Contractor shall receive the service fees during the Trial Period, if service is satisfactory and accepted by the Purchaser.

13. Contractor's Staff

- 13.1 The Purchaser may specify the manpower needed in relation to the Services. The Contractor, in such case, shall provide adequate number of staff for the purpose of providing the Services.
- 13.2 The Purchaser may also stipulate that the Contractor's staff shall meet certain standards and qualifications. If any discrepancies as to such standards and qualifications are discovered, the Purchaser may require the Contractor to replace those staff not meeting the standards and qualifications.
- 13.3 Without prejudice to Clause 13.2 above, the Purchaser shall have the right to require the Contractor to replace any staff whom the Purchaser considers to be unsuitable for providing the Services.
- 13.4 The Contractor must ensure that all personnel employed by it for carrying out his duties or performing any work on his part required under any terms of the Contract is under direct employment with it or his holding or subsidiary companies and that the Contractor or his holding or subsidiary companies has provided or will provide for the personnel all benefits and protections required under any laws, by-laws, rules and regulations applicable to employment including but not limited to Employment Ordinance, Employee's Compensation Ordinance, Mandatory Provident Fund Scheme Ordinance or Occupational Safety and Health Ordinance and any subsidiary legislations, rules or regulations made under them.

14. Reports

The Purchaser may require the Contractor or his staff to provide regular reports in relation to the Services. Such requirements may be specified in Part III of the Tender Documents or in the provisions of the Contract (as the case may be).

15. Safety at Work

- 15.1 The Contractor shall comply with all laws, ordinances, rules, regulations, by-laws, codes of practice, technical memoranda, guidance notes, guidelines, practice notes and requirements of the Government of Hong Kong or competent authority applicable to any works or activities of the Contractor and the Services or any parts thereof for the time being and as may be amended from time to time during the Contract ("Applicable Laws").
- 15.2 The Contractor shall identify, evaluate all hazards and risks and take all necessary precautions to protect the safety and health of all persons appointed or employed by the Contractor for the Services ("Contractor's Employees") and all other persons who may be affected by the works or activities of the Contractor or the Contractor's Employees, including but not limited to employees of the Purchaser.

- 15.3 The Contractor shall ensure that all the Contractor's Employees are adequately trained, supervised, competent, provided with adequate information and instructions for their tasks and familiar with all tools, equipment, appliances, plants and machineries for performing their tasks and the use, application, handling and operations thereof.
- 15.4 The Contractor shall carry out regular inspection to and properly repair and maintain all tools, equipment, appliances, plant and machinery used or applied in the Services to ensure safety and health of all persons using or affecting by them. If any test, report or certificate on the tools, equipment, appliances, plant or machinery is required under any Applicable Laws, the Contractor shall carry out such test, obtain the report or certificate and provide to the Purchaser a copy thereof within 7 days from the issuance thereof.
- 15.5 The Contractor shall provide, implement and maintain systems of work to ensure safety and absence of risks to health of the Contractor's Employees and all persons affecting by works or activities of the Contractor or the Contractor's Employees and ensure that the systems of work are strictly followed and implemented.
- 15.6 In the event of any dangerous occurrence, fatal accident, injury cases or other major incidents, the Contractor shall immediately inform the Purchaser's Representative with no delay. The Contractor is also required to submit investigation report in writing, in the format provided by the Purchaser or the Manager, within three calendar days.
- 15.7 Safe and healthy requirements set out in these Specifications are not meant to be exhaustive, the Contractor shall be wholly responsible for formulating and implementing all measures and providing all equipment and facilities necessary or reasonable for the health and safety of the Contractor's Employees at work and all other persons affecting by his works or activities.

16. Recovery of Sums Due

Whenever under the Contract any sum shall be recoverable by a Purchaser from or shall be payable to a Purchaser by the Contractor, such sum may be deducted from any sum then due or may become due to the Contractor by the Purchaser(s) under or in relation to the Contract.

17. Termination

A Purchaser shall have the right to forthwith terminate any Contract with the Contractor by serving written notice if the Contractor commits any breach of the terms of such Contract or the Tender Documents.

18. Indemnity

- 18.1 The Contractor shall at all times keep any Purchaser indemnified against all actions, claims, suits, costs, damage, loss, liabilities, demands and expenses which may be incurred, sustained or arise out of or in connection with the provision of the Goods /Services by the Contractor and any non-performance or non-observance of any of the Contractor's obligations under any of the Contracts to be performed by the Contractor.
- 18.2 The Contractor shall pay or reimburse any Purchaser on demand all costs, charges and expenses incurred and all payments made by the Purchaser (including legal costs and disbursements on a full indemnity basis) in the lawful exercise of any rights conferred upon it under any Contract.

19. Bankruptcy

In the event of occurrence of any of the following events, the Purchaser may at any time by notice in writing forthwith terminate the Contract with the Contractor without entitling the Contractor to any compensation thereof:-

- 19.1 If the Contractor shall at any time be adjudged bankrupt or insolvent, or shall have a receiving order or order for administration of his estate made against him, 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

- 19.2 If the Contractor, being a company, shall pass a resolution or the court shall make an order for the liquidation of his assets or a receiver or manager shall be appointed on behalf of his debenture holders, or circumstances shall have arisen that entitle the court or debenture holders to appoint a receiver or manager;

Provided always that such termination shall not prejudice or affect any right or right of action or remedy which shall have accrued or shall accrue to any such Purchaser on or before the aforesaid termination.

20. Warranty

- 20.1 The Contractor shall warrant to the Purchaser that, if the subject matter of supply are the Goods, the Goods will conform to the Specifications under Part III of the Tender Documents as well as any drawings, samples or descriptions furnished to or by the Purchaser, and will be merchantable, of good material and workmanship and free from defect. The Contractor shall also warrant that the Goods or any parts thereof which have been selected, designed, manufactured or assembled by the Contractor, based on the Purchaser's stated use, will be fit and sufficient for the particular purposes intended by the Purchaser.
- 20.2 If the subject matter of supply are the Services, the Contractor shall warrant to the Purchaser that the Services are of the quality stipulated in Clause 10.1 above.
- 20.3 Breach of any warranties under this Clause by the Contractor shall entitle the Purchaser to exercise his right of termination under Clause 17 hereof.

21. Time

Time shall be of essence in relation to any provisions in the Tender Documents.

22. Force Majeure

Any delay or failure of either the Purchaser or the Contractor to perform his obligations shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without his fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lock-outs, strikes and slow-downs), inability to obtain power, material, labour, equipment or transportation, or court injunction or order; provided that written notice of delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within 7 days.

23. No Assignment

The Contractor shall not, without the prior written consent of any Purchaser in question, assign or otherwise transfer any Contract or any part share or interest therein, or the performance of any obligations under such Contract to any third parties. The performance of the Contract shall be deemed to be personal to the Contractor.

24. Relationship

For the avoidance of doubt, the relationship of the Contractor to the Purchaser under the Contract contemplated herein is solely that of independent contractor and nothing in any Contract shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way. Nothing herein or in any Contract shall be construed to create the relationship of Purchaser and employee, partners, principal and agent, or joint-venture partners between the Purchaser and the Contractor.

25. Non-exclusive Agreement

The Contractor hereby agrees that his right to supply and deliver the Goods and/or the Services to the Purchaser shall be non-exclusive. Notwithstanding the conclusion of any Contract and/or the Tender Documents, the Purchaser shall be entitled to call for any quotations from any other suppliers or contractors and/or to purchase or obtain from any other suppliers or contractors any Goods and/or Services.

26. Severability

If any term or provision in the Tender Documents shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the Tender Documents and the enforceability of the remainder of the Tender Documents shall not be affected.

27. Mediation Clause

The Parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

If the said dispute or difference is not settled by mediation, a Party may institute litigation in respect of the said dispute or difference. The Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

28. Governing Law

Any Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties thereof shall agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising thereof.

All items supplied/provided to the Purchaser(s) must comply with all laws, regulations, rules and other guidelines issued by competent bodies/authorities from time to time applicable in Hong Kong in respect of the relevant item(s).

PART III – SPECIFICATIONS

GOODS / SERVICES – PROVISION OF CLEANSING, BUILDING REPAIR AND MAINTENANCE SERVICES FOR ELCHK, TUEN MUN DISTRICT HEALTH CENTRE

ELCHK, Tuen Mun District Health Centre invites experienced and qualified tenderers to bid for the Provision of Cleansing, Building Repair And Maintenance Services for One (1) Core Centre and Five (5) Satellite Centres as listed below:

1. Company Background

- 1.1 **Evangelical Lutheran Church Social Service – Hong Kong** (hereinafter referred to as the “ELCSS-HK”), one of the largest NGOs in Hong Kong, was established in 1976. With an innovative, caring and people-oriented approach, we provide integrated services to the grassroots and the disadvantaged. Currently we have more than 50 service units across the territory. We serve about 2 million head counts per year via services including children, youths, elders, families and residential homes, schools to the employment sectors.
- 1.2 **ELCHK, Tuen Mun District Health Centre** (hereinafter referred to as the “TMDHC”), wholly funded by the HKSAR Government, commissioned and governed by the Primary Healthcare Commission of the Health Bureau and operated by the ELCSS-HK, delivers district-based primary healthcare services including health promotion, health assessment, chronic disease management and community rehabilitation. The Core Centre and 5 Satellite Centres of TMDHC are in operation to reach out to Tuen Mun population living in different localities.

2. Scope of Work

The Contractor shall provide TMDHC the Cleansing, Building Repair and Maintenance Services by providing sufficient and necessary manpower as specified in the below Manpower Requirements, equipment and materials in accordance the Tender Specifications.

3. General Technical Specifications

3.1 General Service Requirements

- (i) The Contractor shall provide cleansing and general support, building repair and maintenance services to TMDHC’s Core Centre as well as 5 Satellite Centres.
- (ii) All walls including glazed walls, skirting, doors, windows (interior), ceilings, grills of air conditioners and exhausts, filters of air purifiers, equipment (e-Health, office, gymnasium, kitchen etc), fixtures, fittings, furniture, floors, sinks and sanitary fittings (Melody Garden Satellite only) shall be cleaned and free of grease, dust, marks and stains. Buffing of floor shall be arranged occasionally, where appropriate. Refuse collected shall be delivered to the nearest Refuse Collection Points.
- (iii) The deployed on-site non-skilled workers shall provide support services, including but not limited to office chores, photocopying, class venue set-up, cleaning up after cooking classes and meetings.
- (iv) The Contractor shall ensure that its staff diligently, promptly and properly perform to the satisfaction of TMDHC Management, including during outbreak of infectious diseases and emergency situations triggered by burst pipes, extensive water leakage etc. The minimum on-site manpower required for cleansing and support services during the contractual period is specified in the Appendix 1 - Manpower, Operational and Work Requirements.
- (v) Apart from daily upkeep of the centres, the Contractor shall provide building repair and maintenance services as prescribed in the Part IV Schedule of Rates for maintaining the good condition of those facilities in TMDHC Core Centre and 5 Satellite Centres.
- (vi) The Contractor shall respond to all ad-hoc or emergency repair works in the Centres.
- (vii) The Contractor shall deploy properly trained and qualified service personnel to carry out building repair and maintenance services as prescribed in the Part IV Schedule of Rates and shall ensure that all necessary safety precautions are taken.

- (viii) The Contractor shall provide adequate and necessary manpower as well as supervisory, personnel and related corporate support in the provision of the Services.
- (ix) The Contractor shall nominate an authorized managerial staff to be the official point of contact with TMDHC Management.
- (x) The Contractor shall provide the cleansing, building repair and maintenance services in compliance with all applicable laws, regulations as well as TMDHC's work instructions and infectious control guidelines.
- (xi) The Contractor shall design and implement Standard Operational Procedures for performance of the Services. Such procedures shall be designed to meet the requirements and standards set out in this Contract as well as the basic requirements that a safe, clean environment is achieved in a cost-effective manner.
- (xii) The Contractor shall provide adequate and prompt support services during emergency or unforeseeable situations. In these circumstances, the Contractor should upon TMDHC Management's direction, deploy their existing on-site and off-site staff to support and render services.

3.2 Equipment & Consumables

- (i) The Contractor shall be solely responsible for and shall provide and maintain (where appropriate) at its own cost and expense adequate quantities of all necessary equipment, supplies and materials to perform the Services stipulated in the Contract. These equipment, supplies and materials shall comply with applicable safety and hazard standards.
- (ii) The Contractor shall maintain an effective maintenance programme for the equipment and shall have the equipment accessible and ready for use at all times. The Contractor is responsible for the safe handling and storage of all equipment, materials and chemicals and such equipment, materials and chemicals should not be left unattended. The Contractor shall bear the cost of the installation, maintenance as well as replacement of its own equipment.
- (iii) All measuring instruments used for servicing and calibration shall be under regular calibration by accredited facilities traceable to the relevant international standards.

3.3 Staffing and Duty Arrangement

- (i) The Contractor in discharging its obligations under this Contract shall provide the cleansing manpower in accordance with the Manpower Requirement as stipulated in the below Clause 4.1(ii) during the contractual period and these Contractor's staff shall be devoted to work on a full-time or part-time basis for performance of the Services. The Contractor shall ensure that its staff communicate smoothly and effectively with TMDHC service users, and in this regard must be able to speak fluent Cantonese. The Contractor's staff should be courteous and helpful at all times.
- (ii) TMDHC shall not be required to provide any of its own staff to the Contractor for the performance of any of the Services or the Contractor's duties and obligations hereunder.
- (iii) The Contractor shall carefully screen all its staff prior to deploying them to TMDHC. In addition to screening for ability, experience and job qualifications, the Contractor shall also screen for any criminal convictions. TMDHC may request the Contractor's staff to undergo x-ray examinations, medical check-up and vaccinations, as it may be required and the Contractor shall ensure that its staff undergo such procedures at its own cost.
- (iv) The Contractor shall give priority of recruitment to those non-skilled workers currently working at TMDHC.
- (v) The Contractor shall perform all administrative duties relating to the management of its staff including determining work and leave schedules, leave relief, work routines, maintaining service activities, staff time records and reports. The Contractor shall train, manage and direct its staff to perform the duties hereunder.
- (vi) The Contractor shall prepare its relieving pool to ensure the full team service is provided, and any of their staff's absence must not affect the Services.
- (vii) The Contractor is required to replace any worker in question when the worker fails to comply with TMDHC's work instructions or guidelines, or when TMDHC's Management considers the worker's performance is not satisfactory.
- (viii) The Contractor shall provide uniforms to its staff deployed to TMDHC.

3.4 Staff Training

- (i) Prior to the commencement date of this Contract and thereafter during the Term, the Contractor shall train its staff the correct procedures in performing the Services including the use of the tools, equipment, chemicals, safety and infection control as well as compliance with TMDHC's security measures.
- (ii) The Contractor shall provide adequate safety training and supervision to the workers. Contractor shall conduct risk assessment for the assigned duties and shall periodically provide safety instructions / guidelines and OSH training to staff.

3.5 Quality Control

- (i) The Contractor shall implement a comprehensive quality assurance programme of the Services to be performed by the Contractor hereunder in regular consultation with TMDHC Management throughout the Term.
- (ii) The Contractor shall promptly attend and respond to complaints from service users. Upon request by TMDHC Management, the Contractor shall participate in the monitoring inspections carried out by TMDHC.
- (iii) The Contractor shall be responsible for all supervision and inspection work concerning the standard of services to be provided, and shall proactively liaise with TMDHC Management on a regular basis to collect comments and/or assessment of the Services.

3.6 Sub-Contracting

In case of sub-contracting, the Contractor shall consult TMDHC Management prior to subcontracting any services and shall take TMDHC Management's concern into account. After appointing subcontractor(s), the Contractor shall also provide all information to TMDHC Management about the subcontractor(s), scope of subcontracted services, and supporting documentation on the qualification and experience of the subcontractors' staff serving the subcontracted services. The Contractor shall indicate their intention of subcontracting in the tender submission if subcontracting is to be started from commencement of the Contract.

3.7 Emergency Contact

The Contractor shall provide TMDHC Management with the names and contact telephone of its staff for emergency contact outside office hours.

3.8 Security

The Contractor and its staff shall follow all procedures and policies of TMDHC in relation to safeguarding the security of TMDHC premises, staff and assets.

3.9 Occupational Safety and Health Plan

Tenderers shall provide an Occupational Safety & Health (OSH) plan to ensure the health and safety at work for all deployed staff.

3.10 Facilities / Supplies to be provided by TMDHC

- (i) Provided that the Contractor complies with and is not in breach of this Contract, TMDHC shall provide the Contractor without additional charge (unless otherwise provided) during the Term the following facilities and supplies :
 - a. Access to TMDHC's training facilities, subject to availability
 - b. Access to designated changing rooms and lockers, subject to availability
 - c. Access to store room for keep cleansing equipment and supplies
 - d. Identification tags for Contractor's staff
- (ii) Notwithstanding (i) above, TMDHC may in its discretion by notice to the Contractor vary or reduce the extent of the facilities and supplies under (i) above and the Contractor shall have no claim against TMDHC for any such variation or reduction.
- (iii) The Contractor shall ensure that its staff exercise due care in the use of the facilities and supplies (excluding consumables) provided under (i) above. TMDHC shall maintain and replace at its own cost such facilities save that if any of the facilities is lost, damaged or destroyed due to the act, omission, misuse, fault, default or negligence of the Contractor, its employees, agents or contractors, the Contractor shall promptly notify TMDHC and

shall be responsible for repair or replacement of the same or for the cost of repair or replacement as TMDHC shall decide in its discretion.

3.11 Staff Rules

The Contractor shall ensure that its staff comply with the staff rules listed below :

- (i) Identification Tags
The Contractor's staff are required to wear an identification tag provided by TMDHC while at work.
- (ii) Uniform
To meet operational requirements, the Contractor's staff are required to wear clean and presentable uniform provided by the Contractor whilst at work.
- (iii) Collection, Advantages and Gifts
 - a. The Contractor's staff are not allowed to collect, solicit and / or accept money, advantages and gifts from members of TMDHC, visitors, members of the public, or anyone whom TMDHC does or may do business.
 - b. Gifts presented to them on an official occasion should be forwarded to TMDHC Management for further consideration.
- (iv) Confidentiality of Information
Unless specially authorized to do so, the Contractor's staff are not allowed to disclose information obtained in their official capacity to any individual or the public.
- (v) Conduct
The Contractor's staff should be courteous and pleasant at all times. The Contractor shall ensure that its staff shall not commit any of the following acts at TMDHC in connection with any work carried out under this Contract :
 - a. Enter any areas of TMDHC premises other than those necessary and permitted for the performance of the Services;
 - b. Vanalise any property of TMDHC or misuse any facility provided by TMDHC;
 - c. Gamble, steal or commit any criminal offence;
 - d. Fight or cause any disorder, disturbance or nuisance;
 - e. Use foul language, sleep, drink alcoholic liquor or smoke whilst on duty;
 - f. Commit fraud or dishonest act;
 - g. Behave in a manner likely to endanger himself or any other persons or cause damage to TMDHC's property;
 - h. Refuse to obey a lawful and reasonable order from TMDHC Management;
 - i. Fail to comply with the requirements of TMDHC Management;
 - j. Place or hang personal belongings in public areas;
 - k. Keep the fire exit doors open during work.
- (vi) Infection Control
The Contractor must ensure all its staff comply with the Infection Control guideline of TMDHC especially during the outbreak of infectious diseases.
- (vii) Attendance Register
In order to ensure that the Contractor shall employ sufficient workforce required under the Contract, an attendance register shall be maintained by the Contractor for inspection by TMDHC Management from time to time.
- (viii) Handle With Care
The Contractor's staff are required to handle all TMDHC's properties with due care.

4. Particular Specifications

Tenderers are required to quote for all items under Cleansing Schedule and Building Repair and Maintenance Services including all optional items. Tenderers should note that their tenders will be considered on an “overall” basis. A tender with only partial offer in this section may result in the tender not being considered further.

4.1 Cleansing Services

(i) Cleansing Schedule

TMDHC	Description of Services	Daily	Weekly	Monthly
Core Centre	● 公眾位置清潔及辦公室清潔、大堂及接待處清潔、 清抹健身器材、拖地及清抹檯面	once		
	● 收集垃圾、清抹玻璃、牆身及牆腳位置、清潔茶水 間 (包括洗手盤及微波爐)	once		
	● 清抹檯及椅腳位置、清抹風口、護士房清潔及收集 垃圾	once		
	● 清潔 1 至 4 號健身室、茶水間、收集垃圾(主要 #31,#33 及大細活動室)	once		
	● 巡查所有房間水龍頭及清洗洗手盤 (開水 20 秒、添 加視液及抹手紙)	once		
	● 清抹電閘、清洗洗手盤共 18 個、清潔雪櫃、清抹玻 璃、清抹檯及椅腳位置及清潔地上盲人釘、指定全 場護士房拖地及抹檯、抹血壓計台、清抹玻璃窗、 牆身腳		once	
	● 清抹風口、清潔空氣淨化機及冷風機隔塵網			twice
5 Satellite Centres	● 大堂及接待處清潔、清抹健身器材、收集垃圾、拖 地及清抹檯面、清抹玻璃、牆身及牆腳位置、清潔 洗手盤及微波爐、清抹檯及椅腳位置、清抹風口、 護士房清潔及收集垃圾	once		
	● 清潔雪櫃		once	
	● 清潔空氣淨化機隔塵網			once

(ii) Manpower Requirements

The Contractor shall provide :-

- The Contractor shall upon commencement of this Contract furnish the TMDHC Representative with a deployment list of labourers detailing their area of responsibilities and working hours and report to the TMDHC Representative immediately on any change of operation.
- TMDHC may revise the operating hours in the light of operation needs. Yet, the total number of servicing hours would remain unchanged. Tenderers shall submit the best cost-effective manpower plan to support the above opening hours in accordance with the prescribed quality standard in the Contract.
- Required Numbers of Cleaner and equipment at its own cost for the provision of services to Purchaser during the Contract the Period as follows:-

Tuen Mun District Health Centre	Address	Net Operating Floor Area	Opening Hours	Service Day	Daily Shift Hours (Actual Working Hours)	Manpower Requirements
Core Centre	1/F, Rosedale Gardens Shopping Mall, 133 Castle Peak Road, San Hui, Tuen Mun, N.T.	~1,500 sqm (no toilet)	Mondays to Saturdays 10:00 – 21:00 Sundays 13:00 – 18:00 Public Holidays Closed If the Public Holiday lasts for more than 3 days or more, the Core Centre will open on one selected Public Holidays from 10:00 to 18:00.	Mondays to Sundays except Public Holidays. If the Public Holiday lasts for 3 days or more, services are required on one selected Public Holidays from 09:00 to 18:00.	09:00-18:00 (9 hours including 1-hour Meal Break ¹)	2 Cleaners
Parklane Satellite Centre	Shop 155-156, 1/F, Tuen Mun Parklane Square, 2 Tuen Hi Road, Tuen Mun, N.T.	~69.5 sqm (no toilet)	Tuesdays to Sundays 10:00 – 20:00 Mondays & Public Holidays Closed	Tuesdays to Sundays except Public Holidays	10:00-12:00 (2 hours)	1 Cleaner
Yau Oi Satellite Centre	Shop Nos. S-201 to S-203, Zone S, Level 2, H.A.N.D.S., 2A Tuen Mun Heung Sze Wui Road, Tuen Mun, N.T	~ 167 sqm (no toilet)	Mondays to Saturdays 10:00 – 20:00 Sundays & Public Holidays Closed	Mondays to Saturdays except Public Holidays	10:00-12:00 (2 hours)	1 Cleaner
					14:00-16:00 (2 hours)	1 Cleaner
Shan King Satellite Centre	Shop 4, G/F, Shan King Shopping Centre, No.1 Ming Kum Road, Tuen Mun, N.T.	~ 49.4 sqm (no toilet)	Mondays to Saturdays 10:00 – 20:00 Sundays & Public Holidays Closed	Mondays to Saturdays except Public Holidays	14:00-16:00 (2 hours)	1 Cleaner
Goodrich Garden Satellite Centre	Shop B51, 1/F., Goodrich Garden Shopping Arcade, No.9 Leung Tak Street, Tuen Mun, N.T.	~ 39.1 sqm (no toilet)	Monday to Saturday 10:00 – 20:00 Sunday & Public Holiday Closed	Mondays to Saturdays except Public Holidays	14:00-16:00 (2 hours)	1 Cleaner
Melody Garden Satellite Centre	Shop 85, G/F, Melody Garden Commercial Complex, 2 Wu Chui Road, Tuen Mun, N.T.	~ 36.5 sqm (1 staff toilet inside the centre; 1 outdoor awning)	Monday to Tuesday, Thursday to Sunday 10:00 – 20:00 Wednesday & Public Holiday Closed	Mondays to Tuesdays, Thursdays to Sundays except Public Holidays	10:00-12:00 (2 hours)	1 Cleaner




- d. **Attendance Record and Log Book**
The Contractor shall deliver to each TMDHC Centre an attendance record on each working day showing the number of the Contractor's Employees who are on duty and who are absent on that day and the replacements, if any. The Centre could be a building or part of building as decided by the Purchaser Representative. The following details are required to be filled in by the Contractor at each Centre -
- location of the Centre;
 - date;
 - name of Foreman;
 - name, Identity Card/ Staff Card number and signature of Cleaners/ Workers; and
 - time-in and time-out of the Cleaners/ Workers.
- e. The record shall be subject to checks by Venus's supervisory staff or representatives of building user daily and each time on completion of the periodic services. A log book in such form as the Purchaser Representative may prescribe showing in detail the Services performed in the Venus, the number of the Contractor's Employee or its agent categorized by their job titles and details of any absentees and replacement.
- f. The Contractor's Employee shall report/ sign for attendance and departure daily.

5. Building Repair and Maintenance Services

Building Repair and Maintenance Schedule

	Description	Estimated Quantity/ Service Frequency ²
Core Centre	<i>Basic Items</i>	
	Water tank cleansing	4 times / year
	Sump pump pit deep cleansing including disposal of grease trap waste (total 25 counts)	12 times / year (a job of 13 counts per service)
	Renewal of FS251 for emergency lighting (total 129 counts) and exit signs (total 16 counts)	1 time / year
	Renewal of FS251 for 3 portable fire extinguishers (5kg CO ₂ type, 9-litre water type, 3kg dry powder type)	1 time / year
	<i>Optional Items on need basis</i>	
	Pest Control (NOFA ~1,500 sqm)	1 time / year
	Replacement of ball float valve in water tank	1 time / year
	Supply and installation of door lockset (Total 47 units)	3 units / year
	Supply and installation of sensor water tap (Total 17 units)	1 unit / year
	Supply and installation of door closer (wooden door) (Total 47 units)	3 units / year



	Description	Estimated Quantity/ Service Frequency ²
	Supply and installation of door hinge (Total 141 units) 	5 units/year
Parklane Satellite	Renewal of FS251 for emergency lighting (5 counts) and exit signs (2 counts)	1 time /year
	Air conditioner cleansing (1 job of split-type x 2 counts)	2 times /year
	Pest Control (NOFA ~69.5 sqm)	1 time /year
Yau Oi Satellite	Renewal of FS251 for FS Alarm System (MFA), emergency lighting (20 counts) and exit signs (1 count)	1 time /year
	Air conditioner cleansing (one job of cassette-type x 11 counts)	2 times /year
	Pest Control (NOFA ~ 167 sqm)	3 times /year
Shan King Satellite	Renewal of FS251 for emergency lighting (3 counts) and exit signs (2 counts)	1 time /year
	Air conditioner cleansing (one job of split-type x 2 counts and cassette-type x 1 count)	2 times /year
	Pest Control (NOFA ~ 49.4 sqm)	1 time /year
Goodrich Garden Satellite	Renewal of FS251 for emergency lighting (3 Counts) and exit signs (1 count)	1 time /year
	Pest Control (NOFA ~ 39.1 sqm)	1 time /year
Melody Garden Satellite	Renewal of FS251 for emergency lighting (2 counts)	1 time /year
	Air conditioner cleansing (one job of split-type x 2 counts and cassette-type x 1 count)	2 times /year
	Pest Control (~ 36.5 sqm)	1 time /year
All Centres	Supply and Installation of Emergency Twin-spot LED Luminaire (Total 134 units) 	9 units /year
	Supply and Installation for LED Exit Sign (Total 16 units) 	3 units /year
	Clearing of air conditioning condensate drain clogs (Total 61 units)	12 units /year
	Replacement for LED lamp (down light, fluorescent tube etc) (Total 571 units)	20 units /year
	Supply and installation of water tap without sensor (Total 11 units)	2 units /year
	Minor builder's work (hourly rate)	20 hours /year
	Minor drainage and plumbing work (hourly rate)	20 hours /year
	Electrical work (hourly rate)	20 hours /year

6. Contract Period

- 6.1 This Contract commences from 1 August 2025 to 31 July 2027 for a contract period of two (2) fixed year. There shall be no adjustment to the Unit Price during the contractual period.
- 6.2 The Purchaser reserves the right to extend the contract for another 10 months at the same prices of second contract year (1 August 2026 – 31 July 2027) with the same terms and conditions by giving one-month written notice to the Contractor in advance.

7. Contract Deposit

- 7.1 The successful Tenderer is required to deposit with TMDHC before the commencement of the Contract or within 30 days from the date of the letter of acceptance whichever is the later, an amount equal to 2% of the Contract value as a security for the due and faithful performance of it services under the Contract (the “Deposit”) by cheque.
- 7.2 The successful Tenderer must place and maintain the full amount of the Deposit throughout the Term of this Contract and until the date falling 3 months after the end of the Term or the date on which all obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged, whichever is the later.
- 7.3 Should the successful Tenderer fail to place the Deposit with TMDHC by the due date aforesaid, TMDHC may in its absolute discretion terminate the Contract by notice in writing to the successful Tenderer.

8. Contractor’s Representative

The Contractor is required to appoint a Project Manager and a Deputy within its organization who will have the responsibility and commensurate authority for the overall progress of the work and to whom all questions by TMDHC regarding the Contract can be referred. The Contractor shall ensure that the Project manager and the Deputy can reasonably be contacted beyond normal office hours.

9. Contractor’s Staff

- 9.1 The Purchaser is equal opportunities employers and require the Contractor to be equal opportunities employers.
- 9.2 The Purchaser further requires the Contractor to ensure that the employment terms of Non-skilled Workers employed or to be employed for performance of the Contract comply with the requirements in this Tender.
- 9.3 The Purchaser requires the Contractor to have an appropriate occupational safety and health system in place.

10. Inspection & Acceptance

- 10.1 All Services performed by the Contractor will be subject to inspection and acceptance. The Contractor must demonstrate by performing tests, if applicable, to confirm that the Service is satisfactory as may be required by TMDHC.
- 10.2 If the Service is not accepted due to poor workmanship or use of sub-standard materials, the Service will be rejected. The Contractor will endeavour to rectify the Service within three (3) working days or any period to be agreed. No payment will be made for the rejected Service.

11. Manpower, Operational and Work Requirements

- Tenderers shall provide the Manpower, Operational and Work Requirements in the Appendix 1.
- 11.1 Detailed manpower plan for the provision of Services, including number of on-site non-skilled workers, off-site supervisors and other staff needed.
- 11.2 Job duties and responsibilities of these staff.
- 11.3 Operational schedule to fulfill the requirements stipulated in the specification.

12. Quality Management & Assurance System

Tenderers shall provide and attach in the Appendix 2 - Quality Management & Assurance for full details of the quality management structure, quality assurance system and program, ISO or relevant quality accreditation, on-site management team, operation manual and procedures, complaint management, crisis response plan and KPI for contract performance monitoring so as to ensure that the standards set out in this Contract are met. Documented procedures and checklists, responsible parties and frequency of monitoring shall be detailed.

13. Staff Qualification, Training & Development Plan

- 13.1 Tenderers shall provide and attach in the Appendix 3 - Qualification and Experience of Key Personnel for full details of the qualification and experience of off-site key personnel in planning, operating and supporting the Services prescribed in the contract. Personnel may include but not limited to cleansing operation manager, facility manager, safety officer, building services work supervisor, building work supervisor.
- 13.2 Tenderers shall provide and attach in the Appendix 4 - Staff Training & Development for full details of staff training and development plan.

14. Emergency Support and Contingency Plan

Tenderers shall provide and attach in the Appendix 5 - Emergency Support and Contingency Plan for full details of its emergency staff support and contingency plan, including relief staffing, reinforcement during emergencies including infection outbreak and accidents, emergency staff mobilization / deployment plan, response plans to crisis situations, performance pledge, e.g. response time for provision of extra or urgent services when requested.

15. Wages Paid to the Staff of the Tenderer

- 15.1 Tenderers must provide the wage levels that they commit to pay non-skilled workers in the Appendix 6 - Guaranteed Wages for Contractor's Employees (subject to upward adjustment in Clause 15.2 below and their maximum daily working hours in the performance of the Contract. The Tenderer must ensure that the monthly wage payable to its staff shall not be lower than the latest legislation enacted by the Hong Kong SAR Government regarding the minimum wage.
- 15.2 Tenderers must also note that if there is an upward adjustment in the minimum wage level before the commencement date of the Contract, the Contractor must pay its staff wages which align with the latest statutory minimum wage level plus paid rest days or the Average Monthly Wage, if applicable and whichever is the higher. However, such adjustment to the staff wages does not apply if there is any downward adjustment in the minimum wage level.
- 15.3 Tender submissions which do not comply with the requirements under Clause 15.1 and 15.2 above shall not be considered. The wages and maximum daily hours set out in Appendix 6 - Guaranteed Wages for Contractor's Employees, if agreed by the Agency, shall be referred to as "Wages for Contractor's Staff" and "Maximum Daily Working Hours of Contractor's Staff" under this Contract.
- 15.4 Tenderers are to note that the non-skilled workers employed or to be employed for the performance of this Contract shall be paid a gratuity and statutory holiday pay in accordance with below :-
- (i) Signing of Standard Employment Contract with Non-Skilled Workers
 - a. The Contractor shall adopt in full and enter into written Standard Employment Contract with each of its non-skilled workers employed for the performance of this Contract if the employment period exceeds 7 days. The Contractor shall maintain proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage / payment books showing details of working hours, working days, payment to the non-skilled workers and record of contribution to the statutory provident fund schemes. TMDHC may require the Contractor to provide copies of the signed Standard Employment Contracts and other records stated herein for inspection.
 - b. The Contractor shall strictly observe its contractual obligations under the Standard Employment Contract, including but not limited to, the contractual obligations the breach of which would attract a demerit point.
 - c. Without prejudice to the preceding clause, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
 - paying holiday pay payable to non-skilled workers having been employed under a continuous contract for not less than one month;
 - paying gratuity to the non-skilled workers with no less than one year of service under a continuous contract (as defined in the Employment Ordinance (Cap. 57)).
 - d. Any breach of Clause 15.4(i) a & c above shall be construed as a material breach of the Contract and TMDHC, without prejudice to other provisions of

the Contract, shall have a right to seek other appropriate remedies which include the right to terminate the Contract.

- e. If requested by TMDHC, the Contractor shall provide evidence to satisfy TMDHC that the terms and conditions specified in the Standard Employment Contracts have been complied with. TMDHC may at any time during the Term approach the Contractors' non-skilled workers to verify the information provided by the Contractor. If requested by TMDHC, the Contractor shall make arrangement for any or all of the Contractor's non-skilled workers to meet TMDHC Management or the representative of the Labour Department. The Contractor shall obtain all necessary consent for the disclosure of the personal data of the Contractor's non-skilled workers, the Standard Employment Contracts and all other records of employment to TMDHC Management and the representatives of the Labour Department for the purposes of the Contract.

(ii) Holiday pay to the non-skilled workers

The Contractor shall provide the holiday pay to a non-skilled worker provided that the non-skilled worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap 57) in respect of this Contract for not less than one month immediately preceding a statutory holiday. The holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance (Cap 57).

- 15.5 For each of its non-skilled workers employed for the performance of this Contract, the Contractor is required to adopt in full and enter into written Standard Employment Contract with him or her if the employment period exceeds 7 days. TMDHC may require the Contractor to provide copies of the signed Standard Employment Contracts for inspection.
- 15.6 TMDHC will implement a demerit system ("Demerit System") against the Contractor who has breached its contractual obligations regarding wages for Contractor's staff, payment of gratuity, statutory holiday pay and the signing of Standard Employment Contract. Under the Demerit System, for each breach of each of these obligations, a default notice will be sent to the Contractor, and each default notice so issued attracts one demerit point. Without prejudice to other provisions of the Contract, if the Contractor has accumulated 3 or more demerit points over a rolling period of 3 years, TMDHC shall have the right to terminate the Contract without notice.
- 15.7 The Contractor should adopt the latest version of the Standard Employment Contract prescribed by the Labour Department of HKSAR Government. Under the latest Standard Employment Contract, the staff is entitled to 1 paid rest day in every period of 7 days. The Basic monthly wages should be provided based on 8 working hours per day (excluding meal break) and 28-31 days per month (i.e. 24-27 working days + 4 rest days)
- 15.8 The Contractor shall be responsible for the costs of all operational and administrative expenses, as well as the depreciation of all assets and equipment. No fee or deposit, under whatever title, shall be collected from its non-skilled workers.
- 15.9 In the event that the Contractor deploys staff from a central staff pool to perform the duties of non-skilled workers in this tender, the Contractor must inform the Purchaser the names of all staff being deployed for the service and it must ensure that all such staff will be paid at all times at a wage rate not lower than the guaranteed wage committed by the Tenderer in the Appendix 6 - Guaranteed Wages for Contractor's Employees.
- 15.10 If the Contract is extended after the Contract Period by TMDHC, the Contractor shall ensure that the monthly wage rate payable to its staff henceforth shall not be lower than the latest legislation enacted by Hong Kong SAR Government regarding minimum wage.

16. Safety Plan

Tenderer is requested to submit in **the Appendix 7 - Safety Plan** with this tender a Safety Plan which shall contain at least the following areas to demonstrate the tender's proposal for achieving effective and efficient health and safety for its staff, and for the purpose of tender assessment.

16.1 Risk/ hazard Assessment

16.2 Safety Inspection Health and Safety

- 16.3 Safety Work Instruction
- 16.4 Accident Reporting and Investigation
- 16.5 Safety Training

17. Capability of Company & Work Plan

Tenderers should provide proven track records including relevant experience and technical capability in the provision of cleansing and facilities management services in the immediate past 3 years.

17.1 Organization Status

Tenderers should provide details on its company infrastructure including but not limited to organisation structure with total number of employees including management and operational staff (cleansing and maintenance), policies and guidelines to govern the operations, capital investment and IT systems in the Appendix 8 - Company / Business Organization Status.

17.2 Job Reference

Tenderers shall provide a list of a minimum of 5 best clients' record in the Appendix 9 – Job Reference for the Tender Subject Matter to allow the Purchaser to conduct reference checking.

18. Environmental Sustainability

The Purchaser is committed to the sustainable use of energy and other scarce resources. Sustainable practices support ecological, human, and economic health and vitality. Sustainability presumes that resources are finite and should be used conservatively and wisely with a view to long-term priorities and consequences of the ways in which resources are used.

Tenderers shall make every reasonable effort to use environmentally preferable products and equipment and is responsible for proper disposal of materials in an environmentally friendly manner.

It is preferable that there are green elements such as raw materials, packing materials, production, logistics, etc in the quoted Goods/Services for environmental concerns.

19. Insurance

The Contractor shall produce proof of adequate and valid insurance policies for (a) Employees' Compensation and (b) Third Party Liability Insurance Policy to cover his own Contractor's and Purchaser's liability.

19.1 Employees' Compensation Insurance

- (i) The Contractor shall maintain at his own cost such insurance policies as necessary to cover all liabilities in respect of all employees, agents, servants, workmen and other persons who may be engaged for the execution and performance of this Contract and in compliance with the Employees' Compensation Ordinance.
- (ii) The insurance policy should include the **W338 Clause** "Indemnity to Principal Clause" to indemnify the Purchaser(s) against all liabilities in respect of bodily injury loss or damage caused or resulting from the delivery and execution of the Services.

19.2 Third Party Liability Insurance

From the commencement and throughout the duration of the Contract, the Contractor shall indemnify the Purchaser(s) and the Owner(s) against all liabilities from the third party claims from accidents. The Contractor shall effect a Third Party Liability Insurance Policy, in which the following shall be included:-

- (i) The Purchaser is the Principal of the Insurance Policy, with a limited liability not less than HK\$10 million on any one accident in unlimited cases. The insured parties shall include the Primary Healthcare Commission of the Health Bureau, The Evangelical Lutheran Church of Hong Kong, Evangelical Lutheran Church Social Service – Hong Kong and ELCHK, Tuen Mun District Health Centre.
- (ii) Indemnity to Principal Clause.
- (iii) Cross Liability Clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured.

20. **Declaration on Convictions to Hong Kong Ordinances**

The Tenderer has to make declaration on its convictions to the Hong Kong Ordinance as listed in the Appendix 10 - Declaration on Convictions to Hong Kong Ordinance. This declaration is a mandatory requirement for the Tender assessment. The tender offer shall not be considered for 5 years counting from the date of conviction to the Tender Closing Date if the Tenderer had any conviction under the aforesaid Ordinances. Convictions will be counted for both the Government and private Contracts and by the numbers of Summons convicted. The Purchaser will not consider the tender further or terminate the contract if the tenderer or contractor is subsequently found to have made a false declaration at the tender stage.

21. **Selection Criteria for Tender Evaluation**

21.1 All Tenders complying with the requirements as stipulated in the Tender Documents will be evaluated by a Tender Assessment Panel. Tenderers may be required to present their proposals, if deemed necessary.

21.2 The Tender Assessment Panel will evaluate the tender offers according to the listed Evaluation Criteria as below:-

Item	Evaluation Criteria	Score
1	Price Factor	50%
2	Non-Price Factors	50%
(a)	Tenderer's operational experience and capability	
	(i) Proven track record in cleansing and support, facilities management services in the immediate past 3 years	
	(ii) Record of performance (e.g. reference letters from existing clients)	
	(iii) Capacity of the tenderer (i.e. staff and infrastructure support of the tenderer's company etc) relevant to this contract	
(b)	Proposed monthly wages for non-skilled cleansing workers to be employed under the Contract and working on-site in TMDHC Core Centre and 5 Satellite Centres	
(c)	Executive Plan	
	(i) Emergency Support and Contingency Plan	
	(ii) Qualification and experience of off-site key personnel	
	(iii) Staff training and development (including OSH, work safety and procedures)	
	(iv) Quality management & assurance plan	
	(v) Safety plan	
	(vi) Transition plan / Take-over plan	
	(vii) Time to complete the Transition plan	

22. **Site Visit**

22.1 Site visit is not mandatory for this tender. The Tenderer shall be responsible for checking the site condition before tender submission. Any additional works and materials required for the Services subsequent to the award of the Contract shall be borne by the Contractor without making additional claim for payment to the Purchaser.

22.2 A Site Visit is arranged at 10:00 a.m. – 12:00 noon on 16 May 2025. Each Tenderer is allowed to have 2 persons to attend. Interested Tenderers can enroll the Joint Site Visit by completing the Reply Slip for the Site Visit and email to procurement@elchk.org.hk by 12:00 noon on 15 May 2025.

Notes :

¹ The time for meal break shall be determined by the Contractor with prior endorsement of the TMDHC Representative according to operation requirements.

² The above listed quantity / service frequency is just for reference and information only and is not intended to be a committed quantity binding on the Purchaser. The actual quantity is subject to the order to be placed.

PART IV – SCHEDULE OF RATES

GOODS / SERVICES – PROVISION OF CLEANSING, BUILDING REPAIR AND MAINTENANCE SERVICES

1. Contract Rates

1.1 Cleansing Services

(a) Fixed Monthly Fee





	Service Fee (All Costs Inclusive)³				
TMDHC Centres	1st Year (1 Aug 2025 – 31 Jul 2026)		2nd Year (1 Aug 2026 – 31 Jul 2027)		24-month Total (1 Aug 2025 – 31 Jul 2027)
	Monthly Fee	12-month Total	Monthly Fee	12-month Total	
Core Centre					
Parklane Satellite Centre					
Yau Oi Satellite Centre					
Shan King Satellite Centre					
Goodrich Satellite Centre					
Melody Garden Satellite Centre					
Total					

(b) Service Fee for Ad hoc Provision (Minimum 3 man-hours per person)

	Service Fee / person / hour			
	Day Time (during 0900-1800 hours)		Night Time (during 1800-2200 hours)	
	1st Year (1 Aug 2025 – 31 Jul 2026)	2nd Year (1 Aug 2026 – 31 Jul 2027)	1st Year (1 Aug 2025 – 31 Jul 2026)	2nd Year (1 Aug 2026 – 31 Jul 2027)
Mondays to Saturdays				
Sundays or Public Holidays				

Authorized Signature(s) and Company Chop

1.2 Building Repair and Maintenance Services

TMDHC Centres	Estimated Quantity/ Service Frequency	Service Fee per Job/Unit (All Costs Inclusive)				
		1 st Year (1 Aug 2025 – 31 Jul 2026)		2 nd Year (1 Aug 2026 – 31 Jul 2027)		24-month Total (1 Aug 2025 – 31 Jul 2027)
		Unit Price	Total	Unit Price	Total	
Core Centre						
Water tank cleansing	4 times / year					
Sump pump pit deep cleansing including disposal of grease trap waste (total 25 counts)	12 times / year (a job of 13 counts per services)					
Renewal of FS251 for emergency lighting and exit signs	1 time / year					
Renewal of FS251 for 3 portable fire extinguishers (5kg CO ₂ type, 9-litre water type, 3kg dry powder type)	1 time / year					
Pest Control (NOFA~1,500 sqm)	1 time / year					
Replacement of ball float valve in water tank ⁴	1 time / year					
Supply and installation of door lockset ⁴ 	3 units / year					
Supply and installation of sensor water tap ⁴ 	1 unit / year (Total 17 units)					
Supply and installation of door closer (wooden door) ⁴ 	3 units / year					
Supply and installation of door hinge ⁴ 	5 units / year					

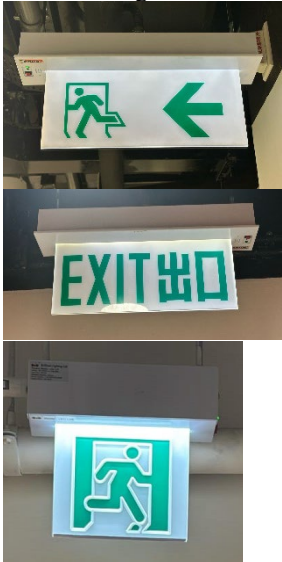
Authorized Signature(s) and Company Chop

TMDHC Centres	Estimated Quantity/ Service Frequency	Service Fee per Job/Unit (All Costs Inclusive)				
		1 st Year (1 Aug 2025 – 31 Jul 2026)		2 nd Year (1 Aug 2026 – 31 Jul 2027)		24-month Total (1 Aug 2025 – 31 Jul 2027)
		Unit Price	Total	Unit Price	Total	
Parklane Satellite Centre						
Renewal of FS251 for emergency lighting (5 counts) and exit signs (2 counts)	1 time / year					
Air conditioner cleansing (1 job of split-type x 2 counts)	2 times / year					
Pest Control (NOFA ~69.5 sqm)	1 time / year					
Yau Oi Satellite Centre						
Renewal of FS251 for FS Alarm System (MFA), emergency lighting (20 counts) and exit signs (1 count)	1 time / year					
Air conditioner cleansing (one job of cassette-type x 11 counts)	2 times / year					
Pest Control (NOFA ~ 167 sqm)	3 times / year					
Shan King Satellite Centre						
Renewal of FS251 for emergency lighting (3 counts) and exit signs (2 counts)	1 time / year					
Air conditioner cleansing (one job of split-type x 2 counts and cassette-type x 1 count)	2 times / year					
Pest Control (NOFA ~ 49.4 sqm)	1 time / year					
Goodrich Garden Satellite Centre						
Renewal of FS251 for emergency lighting (3 Counts) and exit signs (1 count)	1 time / year					
Pest Control (NOFA ~ 39.1 sqm)	1 time / year					

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TMDHC Centres	Estimated Quantity/ Service Frequency	Service Fee per Job/Unit (All Costs Inclusive)				
		1 st Year (1 Aug 2025 – 31 Jul 2026)		2 nd Year (1 Aug 2026 – 31 Jul 2027)		24-month Total (1 Aug 2025 – 31 Jul 2027)
		Unit Price	Total	Unit Price	Total	
Melody Garden Satellite Centre						
Renewal of FS251 for emergency lighting (2 counts)	1 time / year					
Air conditioner cleansing (one job of split-type x 2 counts and cassette-type x 1 count)	2 times / year					
Pest Control (~ 36.5 sqm)	1 time / year					
All Centres						
Supply and Installation of Emergency Twin-spot LED Luminaire ⁴	9 units / year (Total 134 units)					

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TMDHC	Estimated Quantity/ Service Frequency	Service Fee per Job/Unit (All Costs Inclusive)				
		1 st Year (1 Aug 2025 – 31 Jul 2026)		2 nd Year (1 Aug 2026 – 31 Jul 2027)		24-month Total (1 Aug 2025 – 31 Jul 2027)
		Unit Price	Total	Unit Price	Total	
Supply and Installation for LED Exit Sign ⁴ 	3 units / year (Total 16 units)					
All Centres						
Clearing of air conditioning condensate drain clogs	12 units / year (Total 61 units)					
Replacement for LED lamp ⁴ (down light, fluorescent tube etc)	20 units / year (Total 571 units)					
Supply and installation of water tap without sensor ⁴	2 units / year (Total 11 units)					
Minor builder's work (hourly rate) ⁵	20 hours / year	/ hour				
Minor drainage and plumbing work (hourly rate) ⁵	20 hours / year	/ hour				
Electrical work (hourly rate) ⁵	20 hours / year	/ hour				
Total						

Authorized Signature(s) and Company Chop

1.3 24-month Total Contract Amount

		Amount (HK\$)
1.1 (a)	24-Month Fixed Monthly Fee	
1.2	Building Repair and Maintenance Services	
	Total	

Authorized Signature(s) and Company Chop

2. Please specify the product descriptions of alternative offer(s), if any, in separate sheet.
3. Payment of Service
 - 3.1 Payment will be made in Hong Kong Dollars and in accordance with the charges set out in the above Contract Rates.
 - 3.2 Payment will be made on monthly basis after the Service has been performed and after the certification by TMDHC Management that the Service has, in all respects been performed in accordance with the terms and conditions of the Contract and to the satisfaction of TMDHC Management. Payment shall be made within thirty (30) days after such certification.
 - 3.3 The Contractor has to ensure sufficient manpower to meet the specifications and requirements as stated in the Contract. In particular, the Contractor shall ensure that the number of non-skilled workers deployed to perform the Services is not less than the agreed number of staff.
 - 3.4 Invoices and correspondence concerning payment must be forwarded to TMDHC for payment. TMDHC shall not be held responsible for any delay in payment if invoices and correspondence concerning payment are not properly addressed.
4. TMDHC reserves the right to ask the Contractor to produce proof of salary payment to the Contractor's staff for inspection under this Contract.
5. Rates of Liquidated Damages
The Service Fee shall be deducted per below :-

	Nature of Deficiencies / Non-compliance	Payment Deduction
1.	Shortage of supply of an on-site worker (minimum staff level agreed between Contractor and TMDHC)	Full value of the worker's shift If there is any shortage of cleaning service hours, in addition to deducting the service fee based on the hours worked, there will be an additional payment deduction for any excess hours incurred within a month: 11 to 20 hours: HK\$1,000 21 to 30 hours: HK\$3,000 Over 30 hours: HK\$5,000
2.	Wage paid to worker below contractual rate*	Rate of difference
3.	Employment or engagement by the Contractor to perform the Service any person(s) unauthorized to take up employment in Hong Kong under the law.	Full value of a worker's shift for each day
4.	Omission of a cleansing service according to the cleaning procedure stipulated in the Contract	Full average value of the service for one day for area in question
5.	Provision of unsatisfactory cleaning service according to the cleaning procedure stipulated in the Contract	Full average value of the service for one day for area in question

6. Technical Proposal

All Tenderers shall submit 13 Appendix as listed below as part of the Technical Proposal for tender submission. All the Appendix shall be signed by Authorized Signature(s) with Company Chop. Tender offer with the absence of any Appendix 1 – 13 may not be considered.

Checklist

	Documents	(put ✓ in <input type="checkbox"/>)																				
1.	Appendix 1 –Manpower, Operational and Work Requirements (a) Detailed manpower plan for the provision of Services, including number of on-site non-skilled workers, off-site supervisors and other staff needed. (b) Job duties and responsibilities of these staff. (c) Operational schedule to fulfill the requirements stipulated in the specification.	<input type="checkbox"/>																				
2.	Appendix 2 - Quality Management & Assurance (a) Hierarchy structure of Quality Management (a simple hierarchy structure to handle quality issue) (b) Quality Assurance Programme (c) Hierarchy structure for complaint management (d) On-site Management (e) Monitoring and reporting mechanism for reporting to the Agency (f) Organization support if any deviation to the quality is found during the contractual period	<input type="checkbox"/>																				
3.	Appendix 3 - Qualification and Experience of Key Personnel List out the qualification and experience of off-site key personnel in planning, operating and managing the Tender Subject Matter, such as operation manager, facility manager, site supervisor, building services/building work technician (風火水電) in the following format : <table border="1" style="margin-top: 10px;"> <thead> <tr> <th>Title</th> <th>Incumbent</th> <th>Qualification</th> <th>Working Experience</th> <th>Role in this Contract</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Title	Incumbent	Qualification	Working Experience	Role in this Contract																<input type="checkbox"/>
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5.	Appendix 5 - Emergency Support and Contingency Plan The plan for emergency support and contingency manpower deployment during emergencies. The plan shall include but not limited to the following items:- (a) Contingency plan(s) for incidents, crisis situations e.g. infectious disease outbreaks (b) Relief staff, reinforcement during emergencies and accidents (c) Manpower back-up support with evidence provided, indicating the number of staff for central back-up support in the company (d) Emergency staff mobilization / deployment plan, including the pledge of relieving (i.e. response time for staff relieving)	<input type="checkbox"/>																				

	Documents	(put ✓ in <input type="checkbox"/>)																																
	(e) Performance pledge for extra or urgent services upon request e.g. response time for provision of extra or urgent services when requested (f) Incident reporting system (g) Support and emergency contacts during and outside office hours																																	
6.	Appendix 6 - Guaranteed Wages for Contractor's Employees Provide the monthly wage and working hours that they are prepared to offer to employ the staff for delivery of the services in the Contract, in the following format :- <table border="1"> <thead> <tr> <th></th><th>Description</th><th>Non-Skilled Worker (Full-time)</th><th>Non-skilled Worker (Part-time)</th></tr> </thead> <tbody> <tr> <td>(a)</td><td>Basic Monthly Wages (excluding benefits) (HK\$)</td><td></td><td></td></tr> <tr> <td>(b)</td><td>Other benefits, if any (please specify) (HK\$)</td><td></td><td></td></tr> <tr> <td>(c)</td><td>Working Hours per day (excluding meal break)</td><td></td><td></td></tr> <tr> <td>(e)</td><td>Paid rest day (Yes / No)</td><td>Yes</td><td>Yes</td></tr> <tr> <td>(f)</td><td>Paid Meal Break (Yes / NO)</td><td></td><td></td></tr> <tr> <td>(g)</td><td>Meal Break Duration</td><td></td><td></td></tr> <tr> <td>(h)</td><td>Hourly rate for overtime (HK\$)</td><td></td><td></td></tr> </tbody> </table>		Description	Non-Skilled Worker (Full-time)	Non-skilled Worker (Part-time)	(a)	Basic Monthly Wages (excluding benefits) (HK\$)			(b)	Other benefits, if any (please specify) (HK\$)			(c)	Working Hours per day (excluding meal break)			(e)	Paid rest day (Yes / No)	Yes	Yes	(f)	Paid Meal Break (Yes / NO)			(g)	Meal Break Duration			(h)	Hourly rate for overtime (HK\$)			<input type="checkbox"/>
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7.	Appendix 7 - Safety Plan Safety Plan contains at least the following areas to demonstrate the Tenderer's proposal for achieving effective and efficient health and safety for its staff, and for the purpose of tender assessment. (a) risk / hazard management (b) safety inspection (c) safety work instruction (d) accident reporting and investigation (e) occupational safety and health training (f) innovative suggestion(s) to enhance occupational safety and health	<input type="checkbox"/>																																

	Documents	(put ✓ in <input type="checkbox"/>)																				
8.	<p>Appendix 8 - Company / Business Organization Status</p> <p>This document shall include the following information :-</p> <ul style="list-style-type: none"> (a) Name and address of the company / business organization. (b) Length and nature of business experience including but not limited to experience in the performance / or supply of the Tender Subject Matter. (c) Company infrastructure, organization chart and number of employees in the Company. (d) Projected profit and loss accounts / Statement of comprehensive income and cash flow statements for the period of the contract, showing the revenue, operating expenses, capital expenditure and the source of finance such as upfront investment and / or debt financing. (e) A copy of its Articles of Association or other documents evidencing its business status. (f) Copies of the company's Certificate of Incorporation with the Companies Registry (if incorporated), its current business registration certificate. (g) Copies of all current licence(s) or permit(s) issued in favour of the Tenderer by the relevant authorities that are required to legally perform and / or supply of the Tender Subject Matter (if applicable). (h) Organization structure, staffing (such as management, operation management, supervisors / team leaders, cleaners, technicians, administrative support), equipment, and infrastructure support plan relevant to this Tender. 	<input type="checkbox"/>																				
9.	<p>Appendix 9 – Job Reference</p> <p>Provide a list of a minimum of five clients of the Tenderers for the Tender Subject Matter for the recent 3 years as job reference. For each client, the following information should be provided, in the following format :-</p> <table border="1" style="width: 100%;"> <tr> <td>Name of Client</td> <td></td> </tr> <tr> <td>Contact Person</td> <td></td> </tr> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Telephone Number</td> <td></td> </tr> <tr> <td>Fax Number</td> <td></td> </tr> <tr> <td>Serving Period</td> <td>from : to :</td> </tr> <tr> <td>Contract Value (HK\$)</td> <td></td> </tr> <tr> <td>Description of Services</td> <td></td> </tr> <tr> <td>Reference letter or commendation letter issued by the client in the past 3 years.</td> <td>Yes / No (delete where appropriate)</td> </tr> <tr> <td>Others (if any) : More clientele information to substantiate their proven track records in the Tender Subject Matter.</td> <td></td> </tr> </table>	Name of Client		Contact Person		Address		Telephone Number		Fax Number		Serving Period	from : to :	Contract Value (HK\$)		Description of Services		Reference letter or commendation letter issued by the client in the past 3 years.	Yes / No (delete where appropriate)	Others (if any) : More clientele information to substantiate their proven track records in the Tender Subject Matter.		<input type="checkbox"/>
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Reference letter or commendation letter issued by the client in the past 3 years.	Yes / No (delete where appropriate)																					
Others (if any) : More clientele information to substantiate their proven track records in the Tender Subject Matter.																						
10.	<p>Appendix 10 - Declaration on Convictions to Hong Kong Ordinance.</p> <p><i>Please complete the provided Appendix 10.</i></p>	<input type="checkbox"/>																				

	Documents	(put ✓ in <input type="checkbox"/>)
11.	<p>Appendix 11 – Transition Plan / Take Over Plan</p> <p>Tenderer shall provide transition / take-over plan with tasks to be completed and their milestone dates as well as contingency plan for transition of the service from the current operator (domestic services only) to the new contractor. The detailed proposal shall include but not limited to the following key issues :</p> <ol style="list-style-type: none"> Preparation before commencement of contract <ul style="list-style-type: none"> Pre-takeover meeting to obtain information and instructions from TMDHC after contract is awarded. Takeover plan and milestones dates should be submitted within one week of contract award for agreement. Seamless service immediately after site takeover. Details proposal on recruitment of staff (including the employment arrangement of staff from the previous contractor) <ul style="list-style-type: none"> Strategy for recruitment (e.g. through advertisement, Labour Department or invite employees of the previous contractor to join the tenderer). Contingency plan, including mobilization of manpower from other sites, in case the recruitment process could not meet the mandatory manpower requirements. Operation procedure manuals and work instructions specific for Core Centre and each Satellite Centre shall be ready one week before takeover. Training and orientation for all employees shall be completed one week before contract commencement. Site Handover – Takeover schedule for moving of tools, operational equipment and consumables to ensure efficient transition. 	<input type="checkbox"/>
12.	Appendix 12 – Copy of a valid Employment Insurance Certificate	<input type="checkbox"/>
13.	Appendix 13 – Copy of a valid Third Party Insurance Certificate with a limited liability not less than HK\$10 million on any one accident in unlimited cases	<input type="checkbox"/>

7. Validity of Tender Offer

The Tenderer confirms that the price(s) quoted above shall remain unchanged up to 1st October 2025 (120 days) if the tender is successful and Contract is awarded.

Authorized Signature(s) and Company Chop

Notes :

³ The Contractor must pay its staff wages which align with the latest statutory minimum wage level plus paid rest days or the Average Monthly Wage, if applicable and whichever is the higher. However, such adjustment to the staff wages does not apply if there is any downward adjustment in the minimum wage level.

The above Service Fee shall remain unchanged within the contract period regardless there is an upward or a downward adjustment in the minimum wage level before or after the commencement date of the Contract.

⁴ Tenderers shall quote the Unit Price (all costs inclusive, including materials, labour and equipment/tools). The unit prices quoted above shall be used for calculation of addition of service fee on an “as and when required” basis. The rates quoted shall also include the provision of tools and equipment necessary for carrying out the installation.

⁵ Tenderers shall quote the **labour cost in hourly rate**. Materials and spare parts of the work are reimbursable, subject to compliance with the administrative and accounting policies of TMDHC established from time to time. The rates quoted shall also include the provision of tools and equipment necessary for carrying out the work.

PART V – RETURN OF TENDER

To: Evangelical Lutheran Church Social Service – Hong Kong

Dear Sirs,

Re: **Tender For The Provision of Cleansing, Building Repair And Maintenance Services for ELCHK, Tuen Mun District Health Centre (the “Goods” / “Services”)**

1. Having examined and understood the Tender Documents, I/we hereby offer to provide and supply the Goods/Services as defined in the Tender Documents in conformity with the Part I – General Conditions, Part II – Particular Terms and Conditions and Part III - Specifications therein specified to the Purchaser upon his/their request and in accordance with the Contract Rates as quoted by me/us in Part IV of my/our Tender known as the Schedule of Rates. The Unit Price are quoted on a fixed price basis and shall not be adjusted or altered by me/us in any way whatsoever irrespective of any fluctuation in foreign exchange rates, cost of labour, materials, freight, insurance or any other cost necessary to be incurred for the supply and delivery of the Goods/Services.
2. I/We undertake that if my/our Tender is awarded, I/we will supply and deliver the Goods/Services within the time stipulated in the Contract and in accordance with all the terms and conditions contained therein.
3. I/We confirm that my/our offer herein shall remain open for acceptance for not less than One Hundred and Twenty (120) days from the Tender Closing Date.
4. I/We acknowledge and understand that you are not bound to accept any Tender and have the right to accept or reject any part or the whole of the Tender. I/We understand that even if my/our Tender shall be awarded by you, the Purchaser is not bound to order or require the supply and delivery of any Goods/Services from me/us.
5. I/We confirm that:
 - 5.1 I/We comply with The Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region, and
 - 5.2 I/We have not engaged, am/are not engaging and will not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, and
 - 5.3 I / We shall indemnify and keep indemnified the Purchaser against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of retendering and other costs incurred.
6. I/We confirm that:
 - 6.1 I/We has not communicated and will not communicate to any person other than the Purchaser the amount of any price submitted in this tender, and
 - 6.2 I/We has not fix and will not fix the amount of any price submitted in this Tender by arrangement with any other person, and
 - 6.3 I/We has not made and will not make any arrangement with any other person about whether I/We or that other person will or will not submit the Tender; and
 - 6.4 I/We has not otherwise colluded with any other person in any manner whatsoever in the tendering process,I/We understand that the Purchaser may, at its discretion, disqualify the submitted proposal and report suspected instances to Competition Commission together with any relevant information.
7. **Statement of Conflict of Interest**

I/We confirm that my/our company and/or my/our subsidiaries and/or my/our holding companies have no conflict of interest or is likely to have any interest, financial, benefits, advantage or otherwise from or with respect to this contract and/or this project.

Important Notes: *Please delete the clause that you cannot meet with signature and company chop. Any clause deletion may subject to disqualification.*

Company Name			
Address			
E-mail Address			
Name of Authorized Person		Authorized Signature(s)	Company Chop
Title			
Tel. No.			
Date			

Appendix 10 - Declaration on Convictions to Hong Kong Ordinance

Tender for the Provision of Cleansing, Building Repair and Maintenance Services for ELCHK, Tuen Mun District Health Centre

I, _____ hereby declared on _____
(name of authorized person & title) (date)

that my company has convicted / not convicted (*delete where appropriate) to the following Ordinances within a 5-year period immediately preceding the tender closing date.

Item	Ordinance	Content	Please ✓ where appropriate	
			No Conviction	Conviction (no. of times)
1.	Employment Ordinance (Cap.57) and Employee Compensation Ordinance (Cap. 282)	Any convictions which individually carry maximum fines corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221)		
2.	Immigration Ordinance (Cap. 115) Section 171(1) or 38A(4)	Offence to be employer of a person who is not lawfully employable or offence of the construction site controller if a person not lawfully employable takes employment on a construction site.		
3.	Immigration Ordinance (Cap. 115) Section 41 and Criminal Procedure Ordinance (Cap. 221) Section 89	Offence of aiding and abetting another person to breach his condition of stay		
4.	Mandatory Provident Fund Schemes Ordinance (Cap 485)	Section 7 (employer to arrange employees to become Scheme members), Section 7A (employer and relevant employees required to contribute to registered scheme) and section 43E (making false or misleading statement)		
5.	Minimum Wage Ordinance (Cap 608)	Offence to be employer of a person who fails to pay minimum wage amounts to a breach of wage provisions and willfully and without reasonable excuse fails to pay wages to an employee when it becomes due.		
6.	Occupational Safety and Health Ordinance (Cap. 509) and Factories and Industrial Undertakings Ordinance (Cap. 59)	Any convictions with individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221)		

I / We confirm that the information declared above is correct and genuine. If any false declaration is found, the tender offer will not be considered and / or the awarded contract will be terminated.

Company Name			
Address			
E-mail Address			
Name of Authorized Person		Authorized Signature(s)	Company Chop
Title			
Tel. No.			
Date			

Tender Reference No.: 2025-26/001-NLF-TMDHC

Tender for the Provision of Cleansing, Building Repair and Maintenance Services for ELCHK, Tuen Mun District Health Centre

Site Visit

Date / Time	:	16 May 2025 / 10:00 am -12:00 noon
Venue	:	Reception ELCHK, Tuen Mun District Health Centre 1/F, Rosedale Gardens Shopping Mall, 133 Castle Peak Road, San Hui, Tuen Mun

Prospective Tenderers are advised to return the below Reply Slip to the designated email before 12:00 noon of 15 May 2025.

Reply Slip to Site Visit

To: ELCHK, Tuen Mun District Health Centre
Email: procurement@elchk.org.hk

Our Representative(s) would like to attend the site visit on 16 May 2025 for Tender for The Provision Of Cleansing, Building Repair and Maintenance Services for ELCHK, Tuen Mun District Health Centre.

We will attend the site visit .

Representative(s) attending the Site Visit	Maximum 2 persons			
		Name of Representative	Title	Mobile Number
	1			
	2			

Signature & Company Chop : _____

Name & Title : _____

Company : _____

Email Address : _____

Telephone No. : _____