

Tender Document

Landscaping Maintenance Services

for

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

Hong Kong Chu Hai College Limited

June 2025

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SECTION ONE: INFORMATION TO TENDERERS

1 Preambles

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

The tender document consists of:

- 1) Information to Tenderers;
- 2) Agreement of Landscaping Maintenance Service;
- 3) Terms and Conditions of Agreement;
- 4) Scope of Work;
- 5) First Schedule; and
- 6) Second Schedule.

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

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

2 Definitions and Interpretations

- 2.1 Except where the context otherwise requires the following expressions in the Tender Document shall have the following meanings: -
- 2.2 ‘Contract’ means the contract hereunder and reference to the terms thereof shall include the terms of proposal unless inconsistent with the context of such reference;
- 2.3 ‘Vendor’ means the tenderer whose proposal is accepted;
- 2.4 ‘Contractual Period’ means the period determined by the date the order is placed and the delivery date specified in the quotation;
- 2.5 ‘Hong Kong’ means the Hong Kong Special Administrative Region of the People’s Republic of China;
- 2.6 ‘Receiving Officer’ means the officer in charge of a department of HKCHC to which any Schedule Goods are to be sent or provided or such other officer as he may authorize to accept delivery thereof;
- 2.7 ‘Schedule Goods’ means the articles, materials or services referred to in the Schedule of Offer forming part of the proposal;

- 2.8 'Proposal Closing Date' means the latest date (Hong Kong time) by which tenderers must be lodged;
- 2.9 'Tenderer' means the person or persons and/or the firm or the company referred to in the tender document;
- 2.10 'HKCHC' means the Hong Kong Chu Hai College.
- 2.11 'The Purchaser' or 'The Company' means Hong Kong Chu Hai College Limited, a company with a principal place of business at Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong.
- 2.12 'The Management' means ISS EastPoint Property Management Limited, a company with a principal place of business at 6/F, Dorset House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong; or from time to time as assigned by the Purchaser.
- 2.13 'ISS' means the ISS EastPoint Property Management Limited.

3 The Site

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

4 Tender Inquires

Any inquiries from tenderers concerning this tender should be directed to our Campus Management Unit – FM Division of HKCHC, either by contacting Mr. Vincent Lee / Mr. Benson Leung at 2972 7389 / 2972 7424, or by emailing the HKCHC at fmd@chuhai.edu.hk

5 Tender Closing Date

All tenders must be submitted complete, entire and in the required to HKCHC not later than **4th July 2025 (Friday) at 3:00 pm**. Tenders received after the closing time will NOT be accepted.

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

Should a tenderer discover a genuine error in the tender after it has been deposited,

written amendment submitted on or before the closing time of the tender submission may be accepted.

6 **Acceptance Period**

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

7 **Delivery of Tenders**

One (1) set of original and one (1) set of copy must be submitted by hand, courier delivery or registered mail. One set should be marked “Original” and the other one set marked “Copy”. In the event of any discrepancy between the copies, the “original” one will be taken as the true Tender.

The tender is to be **submitted in a sealed envelope labeled “Tender of Landscaping Maintenance Service for Hong Kong Chu Hai College 2025-2027” and “Private & Confidential”** and be addressed to the following:

Company	Hong Kong Chu Hai College Limited
Address	Tender Box, 1/F, Registrar Office, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong
Contact	Campus Management Unit – FM Division
Tender Box Location	Registrar’s Office, 1/F, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong

8 **Confidentiality Provision**

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

9 **This Tender is NOT an Offer to Agreement**

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

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

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

11 Rights Of Hong Kong Chu Hai College Limited

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

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

12 Incurred Expenses & Property Rights

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

13 Non-Use of Hong Kong Chu Hai College Name

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

14 Media Release

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

15 Gifts or Payments

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

and consideration of this proposal or award of this or any other agreement by HKCHC.

16 Financial Assessment

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

17 Presentation

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

18 Disclosure of Information

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

19 Personal Data Collection

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

20 Job Reference

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

SECTION TWO: AGREEMENT OF LANDSCAPING MAINTENANCE SERVICE

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

Part 1 – Type of Agreement

Landscaping Maintenance Service at Hong Kong Chu Hai College

Part 2 – The Purchaser

Hong Kong Chu Hai College Limited, a company with a principal place of business at Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong

Part 3 – The Management

ISS EastPoint Property Management Limited, a company with a principal place of business at 6/F, Dorset House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong; or from time to time as assigned by the Purchaser.

Part 4 – The Vendor

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

Part 5 – Property

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

Part 6 – Agreement Period (Effective Date)

Twenty-four (24) months commencing from 1st September 2025 to 31st August 2027 (Both dates inclusive)

Part 7 – Termination of the Contract

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

Part 8 – Services Charges

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

<u>Item</u>	<u>Description</u>	<u>Amount (per round)</u>
1.	Monthly services fee as per Section Four, Section Five and Section Six of Landscaping Maintenance Service	HK\$ _____
Total Contract Sum (total 24 months) : HK\$		_____

Services Fee

(for monthly service) : _____ (In Block Letter)

Total Contract Sum

(for 24 months) : _____ (In Block Letter)

Part 9 – Emergency Services Charges

Emergency Services Calls for 24-hour On-call within the Normal Working Hours shall be charged at rates specified below:

(Normal Working Hours: Monday to Saturday: 09:00 to 17:00, exclude statutory holidays and when typhoon signal no.8 or above is hoisted)

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

Part 10 – Payment Term

The Vendor shall submit to the Purchaser (“Hong Kong Chu Hai College Limited”) an original invoice together with a service report upon completion of the monthly maintenance service. The settlement of service payment will only be proceeded by the Purchaser upon the receipt of the original invoice.

Part 11 – Liability, Indemnity and Insurance

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

The Vendor shall be responsible for all relevant insurance policies at their own costs including but not limited to Employees Compensation Insurance Policy and Public Liability Insurance Policy with a limited liability not less than HK\$20 million in any single incident and number of claims shall be unlimited within the agreement period. Copies of such policies shall be given to the Purchaser for reference by the Vendor upon the execution of this Agreement.

Signed with company chop by

[Name: _____]

[Title: _____]

for and on behalf of the Vendor:

[_____
_____]

Signed with company chop by

[Name: _____]

[Title: _____]

for and on behalf of the Purchaser:

Hong Kong Chu Hai College Limited

Duly authorized person

Date: _____

Duly authorized person

Date: _____

SECTION THREE: TERMS AND CONDITIONS

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

1 Definitions and Interpretations

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

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

1.2 In this Agreement, unless the context requires otherwise:

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

2 Licence / Permit / Certificate Holder and Certified True Copies

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

3 Scope of Work

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

4 Variations

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

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

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

5 Agreement Period

- 5.1 The period of agreement shall be for twenty-four (24) calendar months commencing from date of 1st September 2025.
- 5.2 This Agreement is to run continuously from the commencement date until the expiry date of 31st August 2027, unless termination pursuant to the clause for termination of Agreement.

6 Termination of Agreement

- 6.1 Subject to Clauses 6.2 and 6.3 hereof, either party shall have the right to terminate this Agreement by giving three (3) months' prior notice in writing to the other party. On the expiration of such notice, this Agreement will absolutely be determined and the other party shall, by virtue of this Clause, waive all rights and privileges to claim for any loss and damage against the party who so terminates this Agreement but without prejudice to the indemnity contained in Clause 18 hereof and any of the Purchaser's rights and remedies against the Vendor in respect of any antecedent breach committed by the Vendor.
- 6.2 Notwithstanding anything herein contained to the contrary, in the event of the Vendor failing to observe or perform any of the terms and conditions herein contained or the Purchaser being requested more Members so to do, the Purchaser shall be at liberty at its absolute discretion to terminate this Agreement forthwith by notice in writing to the Vendor provided that nothing herein contained shall preclude the Purchaser from suing the Vendor for all losses or damages (including extra service charges) which the Purchaser may have suffered due to such non-observance or non-performance and/or early termination of this Agreement.
- 6.3 This Agreement may be determined by either party forthwith by notice in writing if either party shall become bankrupt or go into liquidation, other than for the purposes of reconstruction or amalgamation.

7 Termination Assistance

- 7.1 Beginning fourteen (14) days prior to the expiration or other termination of this Agreement, Vendor will provide all assistance reasonably requested by Purchaser to assure a smooth transition of the Services to Purchaser's internal services or a successor vendor (the "Termination Assistance Services").
- 7.2 Purchaser will, effective upon the completion of any Termination Assistance Services, be permitted to recruit and/or hire any Vendor's Personnel substantially dedicated to the performance of Services during the twelve (12) months period prior to the expiration or termination of the Agreement. Vendor will waive, and will cause its Sub-Contractors and Affiliates to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by Purchaser or its designee.

- 7.3 Upon the completion of the Termination Assistance Services, Purchaser or its designee will have the right (but not the obligation) to purchase, or assume the lease for, any equipment owned or leased by Vendor, Subcontractors or Vendor's Affiliates that is primarily used to perform the Services pursuant to this Agreement. Any such purchase will be at a price equal to Vendor's book value of such equipment or such other price as the Parties may agree.
- 7.4 Promptly following the completion of the Termination Assistance Services, Vendor will deliver to Purchaser all materials, information and data supplied by Purchaser including the Equipment in connection with this Agreement, together with all work product and Materials in progress as of the effective date of termination, including all related source code and documentation, whether complete or partially complete, and a written summary thereof.

8 Extension of Agreement Period and Renewal

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

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

9 Transfer or Assignment of Agreement

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

10 Service Charges

Service Charges shall include all expenses for the following items:

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

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

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

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

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

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

In the event of the Vendor failing to perform or complete any of the Services as specified or requested from time to time and/or to supply spare components, equipment for repair and maintenance as and when required, the Purchaser shall have the right to deduct from the Service Charges any reasonable or proportionate sum as determined by the Purchaser. In particular,

- 11.1 In the event of the Vendor failing to satisfactorily perform the Services and/or comply with any conditions specified in this Agreement and/or unable to rectify breaches, the Purchaser shall be at liberty, whether by itself or instruct a third party to rectify the same by using any materials or equipment left in the Property by the Vendor, if any, subject to service of prior notice on the Vendor. The Purchaser shall not be liable to make any future payment(s) to the Vendor until the rectification shall have been completed and accepted in accordance with the requirements of this Agreement.
- 11.2 The Purchaser shall be entitled to deduct from any amount due to the Vendor expenses incurred by the Purchaser under Clause 11.1 and if the total cost so incurred exceeds the amount due to the Vendor, the difference shall be recoverable by the Purchaser as debt due to the Purchaser from the Vendor.

12 Payment

The Monthly Service Charges shall be settled by the Purchaser within Thirty (30) days from receipt of the Vendor's invoice(s) by the Purchaser provided that the Services

Completion Record as previously acknowledged by the Purchaser or the Management shall be attached therewith the forwarded to the Purchaser.

13 Vendor's Personnel

- 13.1 The Vendor will assign properly qualified and sufficiently trained personnel and/or representative(s) in the performance of this Agreement so as to ensure the highest standard at all times throughout the whole Agreement Period, including all Sundays and holidays in the year.
- 13.2 The personnel and/or representative(s) of the Vendor shall not be allowed to solicit gratuities from the Purchaser. No personnel of the Vendor shall undertake any unauthorized job/business within the Property other than those specified in this Agreement without the prior written consent of the Purchaser.
- 13.3 The Purchaser shall have the absolute right to request the Vendor to transfer any personnel and/or representative(s) of the Vendor with poor performance/ behavior/ conduct away from the Property.
- 13.4 The Vendor is required to observe all Rules and Regulations as set forth by the Purchaser and the Management, for example, submission of various drawings, photographs, certificates, completion reports, compliance with the notice period for replacement of equipment and/or remedial works, etc.

14 Make Good

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

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

15 Tools, Supplies and Storage

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

The Vendor shall be fully responsible for repairing/replacement of any lost/damaged items not on such list to the entire satisfaction of the Purchaser.

- 15.2 The Vendor shall provide all necessary tools and supplies for the performance of the Services. Such tools and supplies must be at all times of good quality and

subject to the written approval of the Purchaser. The tools should be kept in good working order at all times.

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

- 15.3 All old materials, parts and components which remain or left in the Property or in its vicinity after overhaul, repair and alteration work shall become the property of the Purchaser and the removal of the same must have the prior written consent of the Purchaser. The Vendor shall clear all these materials, parts and components from the Property at its own expense whenever required by the Management.
- 15.4 In no circumstances may tools, supplies and equipment be left anywhere else in the Property or other neighbouring open areas without the prior written consent of the Purchaser.

16 To Comply with Statutory Requirements

- 16.1 The Vendor shall at its own cost take all steps necessary or expedient for complying with the terms and conditions of this Agreement and all laws, statutory or other requirements or notices of any appropriate Government or other competent authorities relating to the Building Management System or any parts thereof and /or the performance of the repair or maintenance services.
- 16.2 The Vendor undertakes, at its sole costs and expenses, to obtain prior to the Agreement commencement date all the licences, permits, approvals and consents from the relevant governmental authorities for performing the services and to maintain the validity and effectiveness of the same throughout the agreement period (and the Extended Agreement Period, if any).

17 Health and Safety

- 17.1 The Vendor shall comply with all statutory requirements regarding health and safety and shall submit a safety plan prior to the commencement of the Agreement and shall throughout the Agreement period (or the Extended Agreement Period, if any) have full regard for the safety of all persons and shall keep the Landscaping Areas in an orderly state conducive to the avoidance of danger to such persons.
- 17.2 The Vendor shall provide training to their staffs which includes occupational safety and health related courses.

- 17.3 The Vendor shall provide their staffs with and ensure their staffs wear appropriate equipment including but not limited to helmets, safety shoes etc. in the course of providing the repair or maintenance services and when appropriate instruct their staffs to take all safety precaution required in carrying out the duties.
- 17.4 The Vendor shall ensure that all its employees and sub-contractor shall wear special or protective clothing and footwear as the Purchaser may consider necessary or appropriate. All special or protective clothing and footwear shall be provided, maintained and replaced as necessary by the Vendor at its own expenses.

18 Liability for Damages or Compensation

- 18.1 HKCHC shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance, the Employees' Compensation Ordinance, or at Common Law by or in consequence to any accident or injury to any workman or other person whether in the employment of the Vendor or any sub-Contractor and the Vendor shall indemnify and hold HKCHC harmless against and from any and all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 18.2 The Vendor shall effect a policy of insurance against all claims, demands or liability in pursuance of this Contract with a company approved by HKCHC (which approval shall not be unreasonably withheld) and shall continue such insurance for the duration of the Contract and shall when required, deposit with HKCHC for safe keeping during the currency of the Contract such policy of insurance together with the receipt of payment of the current premium.
- 18.3 If the Vendor shall fail to effect and keep in force the insurance referred to or any other insurance which it may be required to effect under the terms of the Contract then and in any such case HKCHC may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by HKCHC as aforesaid from any moneys due or which may become due to the Vendor or recover the same as a debt due from the Vendor.
- 18.4 In the event of any workmen or other persons employed on any work done in pursuance of the Contract whether in the employment of the Vendor or its sub-Contractor suffering any personal injury or death and whether there be a claim for compensation or not, the Vendor shall without delay give notice in writing of such personal injury or death to HKCHC.
- 18.5 The Vendor, Vendor's agents or sub-Contractors shall at all times be responsible and liable for damage to property of ISS or of any of its employees or agents or any injury to or death of any employee or agent of HKCHC arising out of their actions.

- 18.6 The Vendor shall obtain insurance on Employees' Compensation Policy. A copy of the Notice of Insurance (as required under the Employees' Compensation Ordinance) shall be submitted once the proposal is awarded.

19 Insurance and Liabilities

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

19.1 Conforming the Laws of Hong Kong and Industrial Safety

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

19.2 Third Party Liability

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

19.3 All Risks Policy

The Vendor shall keep insured a Vendor own risk policy in the sum not less than the total agreement sum per claim to insure against delay due to accidents such as fire or other hidden hazards. The said insurance policy should contain cross liability clause and indemnity to Principal clause the Vendor should submit the name of the insurance company through which the said insurance policy is insured to the Purchaser and the Management for approval.

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

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

and

b) Hong Kong Chu Hai College Limited as Landlord

which cover public liability and property damages at an insured sum not less than HK\$20,000,000.00 in any one incident unlimited in account. The policies are to cover the period from commencement of the Agreement until completion of the Work or shall, if required, be extended by the Vendor until no further work of any kind is being carried out. The Vendor shall indemnify the Purchaser and representatives of the Purchaser against all claims, expense, damages, liability, loss, proceedings etc. arising from his/her carrying out of the Work under this Agreement.

19.4 Employee's Compensation

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

19.5 Other Insurance

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

19.6 Other Liabilities

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

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

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

20 Confidential Information

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

20.7 The provisions of this Clause 20 shall survive the expiry or termination of this Agreement.

21 Intellectual Property Rights

Subject to Clauses 21.3 and 21.4:

21.1 Purchaser shall not acquire any right, title or interest in or to the Intellectual Property Rights of Vendor or its licensors, including:

- a) the Intellectual Property Rights relating to Vendor's Software;
- b) the Intellectual Property Rights relating to the Third-Party Software; and
- c) Vendor's Background Intellectual Property Rights.

21.2 Vendor shall not acquire any right, title or interest in or to the Intellectual Property Rights of Purchaser or its licensors, including:

- a) the Intellectual Property Rights relating to Purchaser's Software;
- b) the Intellectual Property Rights relating to Purchaser's documentation, processes and procedures;
- c) the Intellectual Property Rights relating to Purchaser's know-how;
- d) the Intellectual Property Rights relating to Purchaser's Data;
- e) the Intellectual Property Rights relating to the Database;
- f) Purchaser's Background Intellectual Property Rights; and
- g) the Intellectual Property Rights relating to the Work Product.

21.3 Where either party acquires, by operation of law, title to Intellectual Property Rights of the other referred to in Clauses 21.1 or 21.2, and such acquisition is inconsistent with the allocation of title set out in Clauses 21.1 or 21.2, such Intellectual Property Rights shall be assigned by it to the other party on the request of the other party, whenever that request is made.

21.4 Purchaser hereby grants to Vendor a royalty-free, non-exclusive, non-transferable licence during the term of this Agreement to use:

- a) the Purchaser's Software;
- b) the Purchaser's documentation, processes and procedures; and
- c) the Purchaser's Data and the Database, including the right to grant sub-

licences to its Sub-Contractors, provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with Vendor in a form reasonably acceptable to Purchaser.

21.5 The licence granted in Clause 21.4 is granted solely to the extent necessary for performing the Services in accordance with this Agreement. Vendor shall not use such licensed materials ("Purchaser Materials") for any other purpose. Vendor will not, and will not permit any Vendor's Personnel to use any Purchaser Materials for the benefit of any person or entity other than Purchaser without the prior written approval of Purchaser, which may be withheld at Purchaser's sole discretion.

21.6 In the event of the termination or expiry of this Agreement, the licences referred to in Section 21.4 shall terminate automatically and Vendor shall deliver to Purchaser all Purchaser Materials licensed to Vendor pursuant to Clause 21.5 in its possession or control.

22 Publicity

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

23 Entire Agreement

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

24 Contract Governed by Laws

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

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

25 Government Regulations

25.1 For supply of services by Vendor

The Vendor shall be responsible for complying with the enactments, orders,

regulations or other instruments issued by the Government of Hong Kong. The Vendor shall indemnify HKCHC against any penalty, loss or cost arising as a result of the Vendor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, HKCHC reserves the right to terminate the Contract and the Vendor is not entitled to claim any compensation. The Vendor shall be liable for all expenses necessarily incurred by HKCHC as a result of the termination of the Contract.

25.2 For supply of goods by Vendor

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

26 **Compliance with Immigration Ordinance**

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

27 **Compliance with Occupational Safety and Health Ordinance**

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

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

The Vendor shall ensure that its contract with its sub-contractors, employees or agents, shall contain contractual clauses to the same effect as the "Compliance with Employment Ordinance and/or Employees' Compensation Ordinance and/or Mandatory Provident Fund Schemes Ordinance", "Compliance with Immigration Ordinance" and "Compliance with Occupational Safety and Health Ordinance" clauses

herein. Any failure on the part of the Vendor's sub-contractors, employees or agents to observe any of the aforesaid contractual clauses shall be deemed to be a breach of the "Compliance with Employment Ordinance and/or Employees' Compensation Ordinance and/or Mandatory Provident Fund Schemes Ordinance", "Compliance with Immigration Ordinance" and "Compliance with Occupational Safety and Health Ordinance" clauses on the part of the Vendor itself entitling the Purchaser to terminate the Contract forthwith.

28 Time is of the Essence

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

29 No Waiver

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

30 Counterparts and Electronic Signatures

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

31 Conditions Affecting the Maintenance Services

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

32 Compliance with laws

32.1 The Parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such

official, party or candidate in violation of his/her or its lawful duty or inducing him or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for Vendor or Purchaser.

- 32.2 Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from Vendor or Purchaser, the Parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.
- 32.3 Should either Party become aware of a possible violation of Section 28.1 and/or 28.2, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such Party will give representatives designated by the other Party immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and other person(s) the other Party may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation the other Party may conduct.

33 Exclusion of Rights

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

34 Disputes

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

SECTION FOUR: SCOPE OF WORK

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

- 1 The Vendor shall perform the Landscape Maintenance Service in accordance with this Agreement and the Schedules hereto and shall carry out such service in a manner as may be required from time to time by the Purchaser and the Manager and in any event to the satisfaction of the Purchaser and the Manager.
- 2 If, in the opinion of the Manager, the performance of the Vendor is not satisfactory, the Manager shall give SEVEN (7) days' notice in writing requiring the Vendor to improve to the satisfaction of the Manager.
- 3 The Workers provided by the Vendor:
 - 3.1 must wear full and proper uniforms to be supplied by the Vendor showing the vendor's company name and logo which are clean and neat as to present a good appearance.
 - 3.2 should not perform personal services whilst on duty.
- 4 The Vendor shall provide professional advice regarding appropriateness of the existing planting and a written report with information on the condition of the existing plants (indoor and outdoor plants), the reason for replacement of existing plant, the life-cycle of the proposed plant, the budget for such replacement and also any information which deemed necessary by the Vendor.

The written report should be submitted within the first 2 months of the agreement period. A full explanation is required to submit by the senior management of the Vendor, together with the written report within the third month of the agreement period for any delay.

The Vendor shall submit a written report explaining for the non-compliance if he could not complete the rectification works within the specified time period as required by the Purchaser or his representative during the agreement period.
- 5 The Vendor shall provide maintenance services in accordance with the schedules and scope of services as listed in the Schedules.
- 6 The Vendor shall regularly check for insect, termite and snake attack and shall report to the Purchaser and his representatives any such occurrence. The Vendor shall carry out remedial measures by use of sprayed insecticide which shall comply with Environment Protection Department's requirements, in strict accordance with the manufacturer's instructions.
- 7 The Purchaser or the Manager shall be at liberty to object to and require the Vendor to remove forthwith from the College any worker employed by the Vendor who, in the

opinion of the Manager, misconducts himself or is incompetent or whose employment is otherwise considered by the Manager to be undesirable. Any Worker so removed from the works shall be replaced by the Vendor immediately by a competent substitute to the satisfaction of the Manager. The Vendor must Not employ any illegal immigrants to carry out landscape maintenance work.

- 8 The Vendor shall provide at its costs to supply all necessary landscape equipment, insecticide and fertilizer required to maintain the planted areas in the College in good condition and for the proper and efficient execution of its obligations under the Agreement.

SECTION FIVE: FIRST SCHEDULE

1 Schedule of Deployment of Manpower

Position	Number	Working Hours
Gardener	1 (Reliever included)	0800 – 1700 hours (9 hours per day including 1-hour lunch) from Monday to Saturday, exclude Sundays & Statutory Holidays, any change in schedule should be prior approved by the Purchaser or his representative(s)

- 1.1 The Vendor shall sign the attendance sheet at the designated place provided by the purchaser and his representative(s).
- 1.2 The Vendor shall assign a fit and competent person to carry out the works and provide efficient precautions to prevent objects from falling into the streets, courts, or adjoining grounds especially during the typhoon season. The Vendor shall be responsible for all claims arising from the carrying out of this agreement and the safety of the gardener.
- 1.3 Any personnel represent the Vendor shall show a valid staff card issued by the Vendor when requested by the Purchaser or his representative.
- 1.4 Vendor shall first seek approval from the Purchaser or his representatives for the use any equipment / materials of high-risk nature before entering the Campus.
- 1.5 The Vendor shall clear and cart away all rubbish and shall clear up the site to the satisfaction of the Purchaser and his representative.
- 1.6 In case of typhoon and/or bad weather conditions, the Vendor shall:
 - 1.6.1 Undertake sufficient damage preventive measures before the arrival of typhoons or rainstorms;
 - 1.6.2 Provide sufficient personnel on-site to carry out any necessary works as well as emergency handling;
 - 1.6.3 Gardener(s) are required to return to their workplace and report for duty within TWO (2) hours after the Hong Kong Observatory announcement of lowering or removal of Typhoon Signal No.8 and/or Black rainstorms warning signal before 1500 hours.

2 Services Required

The Vendor should provide the following service for all the areas mentioned in Second Schedule (sufficient work frequency for upkeep of all landscape areas to be proposed by the Vendor).

	<u>Description</u>	<u>Frequency</u>
1.	Watering	2-6 times per week or as required
2.	Weeding	1-2 times per month or as required
3.	Fertilizing	Monthly
4.	Replace dead plants or damage plants	As needed or as instructed by the Manager (To quote separately for plants damaged due to vandalism or natural disaster such as typhoon / flooding)
5.	Apply suitable and safety insecticide	Monthly
6.	Trimming, pruning, mowing to all types & height of trees, shrubs and grass	Monthly or as required
7.	Submit a comprehensive landscape Improvement plan for the College	Annually or as required
8.	Prepare the cautious work for Typhoon and afterwards work	Before typhoon and as required
9.	Aerating	Annually or as needed

SECTION SIX: SECOND SCHEDULE

Particulars of Property

The area of services includes but not limited to all common areas within Hong Kong Chu Hai College, as shown in the floor plan attached, details of which are as follows for reference:

1. G/F Driveway and Roundabout area - Planters and Flower Beds
2. 1/F Open Garden & Podium - Planters and Flower Beds + Lawn of the Campus
3. 2/F Lawn at Footbridge above Student Union at West Wing
4. 5/F Lawn at Roof of 4/F Library
5. Footpath at Tai Tung Road and Adjacent Slopes of Driveway and EVA - Planters and Flower Beds
6. Student Dormitory, Staff Quarters, Balcony at 3/F Conference Room, and other offices & common areas within the campus boundary - Planters and Flower Beds + Lawn

Remarks:

- **Tree schedule and Plant schedule attached are for reference only.**
- All the information should be based on the actual condition on site. Therefore, tender site visit is highly recommended before tender submission to avoid any misunderstanding to the actual site condition.

Tree Schedule

Item	Botanical Name	Chinese Name	English Common Name	Family Name	Remarks
CAS.NOD.	<i>Cassia nodosa</i>	節果決明	Java Cassia	蘇木科 CAESALPINIACEAE	Flowering, feature tree
ELA.CHI.	<i>Elaeocarpus chinensis</i>	中華杜英	Chinese Elaeocarpus	杜英科 ELAEOCARPACEAE	planted on slope
ILE.ROT.	<i>Ilex rotunda</i>	鐵冬青	Chinese Holly	冬青科 AQUIFOLIACEAE	planted on slope
STE.LAN.	<i>Sterculia lanceolata</i>	假槲寄生	Scarlet Sterculia	梧桐科 STERCULIACEAE	planted on slope
PHY.EMB.	<i>Phyllanthus emblica</i>	餘甘子	Myrobalan	大戟科 EUPHORBIACEAE	planted on slope
MIC.CHA.	<i>Michelia champaca</i>	黃蘭	Joy Perfume Tree	木蘭科 MAGNOLIACEAE	Landscape Garden
LIQ.FOR.	<i>Liquidambar formosana</i>	楓香	Sweet Gum	金縷梅科 HAMAMELIDACEAE	Landscape Garden
JAC.MIM.	<i>Jacaranda mimosifolia</i>	藍花楸	Jacaranda	紫葳科 BIGNONIACEAE	Landscape Garden
TAB.IMP.	<i>Tabebuia impetiginosa</i>	粉紅風鈴木	Pink Trumpet Tree	紫葳科 BIGNONIACEAE	Landscape Garden, pink flowers
POL.LON.	<i>Polylethia longifolia</i>	垂枝暗羅	False Ashoka	番荔枝科 ANNONACEAE	Evergreen, on campus
ACE.PAL.	<i>Acer palmatum</i>	雞爪槭	Japanese maple	槭樹科 ACERACEAE	planted on slope and landscape garden, seasonal foliage change
TER.MAN.	<i>Terminalia mantaly</i>	細葉欖仁	Umbrella tree	使君子科 COMBRETACEAE	planted on campus lawn
CTN.CAM.	<i>Cinnamomum camphora</i>	樟樹	Camphor Tree	樟科 LAURACEAE	planted by campus entrance
CTN.BUR.	<i>Cinnamomum burmannii</i>	陰香	Cinnamon Tree	樟科 LAURACEAE	Evergreen, planted by campus entrance
KOE.BIP.	<i>Koelreuteria bipinnata</i>	複羽葉欖	Golden Rain Tree	無患子科 SAPINDACEAE	Landscape Garden

Plant Schedule

Medium Shrubs

Code	Botanical Name	Chinese Name	Family name	Height (mm)	Spread (mm)	Spacing (mm)	Remarks
Sof	Salvia officinalis	鼠尾草	唇形科 LAMIACEAE	250	200	250	WF, AF
Pmy	Phyllanthus myrsinifolius	桐油藤下珠	大戟科 EUPHORBIACEAE	300	300	300	WF, AF, FL
Hma	Hydrangea macrophylla	繡球花	繡球花科 HYDRANGEACEAE	350	350	400	
Bsp	Bougainvillea spectabilis	新杜鵑	紫茉莉科 NYCTAGINACEAE	350	350	400	
Ich	Isora chinensis	龍船花	苦苣科 RUBIACEAE	300	350	400	

Small Shrubs / Groundcover

Code	Botanical Name	Chinese Name	Family name	Height (mm)	Spread (mm)	Spacing (mm)	Remarks
Ade	Asparagus densiflorus 'Myersii'	狐尾天冬	百合科 LILIACEAE	200	200	300	
Nex	Nephrolepis exaltata 'Bostoniensis'	波士頓蕨	腎蕨科 NEPHROLEPTIDACEAE	300	300	400	
Adu	Arachis duranensis	蔓花生	蝶形花科 FABACEAE	-	-	-	
Rja	Rohdea japonica 'Sacred Lily'	万年青	百合科 LILIACEAE	200	200	200	
Dre	Duranta repens 'Dwarf Duranta'	花葉黃連	馬鞭草科 VERBENACEAE	250	250	250	MB, AF, WF
Ald	Alternanthera dentata	紅龍草	蕁麻科 AMARANTHACEAE	300	300	300	
Fve	Fittonia verschaaffelii	紅龍紋草	爵床科 ACANTHACEAE	150	150	250	
Pca	Pilea cadierei	花葉冷水花	蕁麻科 URTICACEAE	200	200	250	Minimum 3 vigorous shoots
Far	Fittonia verschaaffelii var. argyronema	白網紋草	爵床科 ACANTHACEAE	150	150	250	WF, MB
Oja	Ophiopogon japonicus f. nanus	矮沿階草	百合科 LILIACEAE	200	200	200	SF
Zgr	Zephyranthes grandiflora	風雨花	百合科 LILIACEAE	150	200	150	Min 5 shoot s per unit; 每墩至少5株;

Climbers

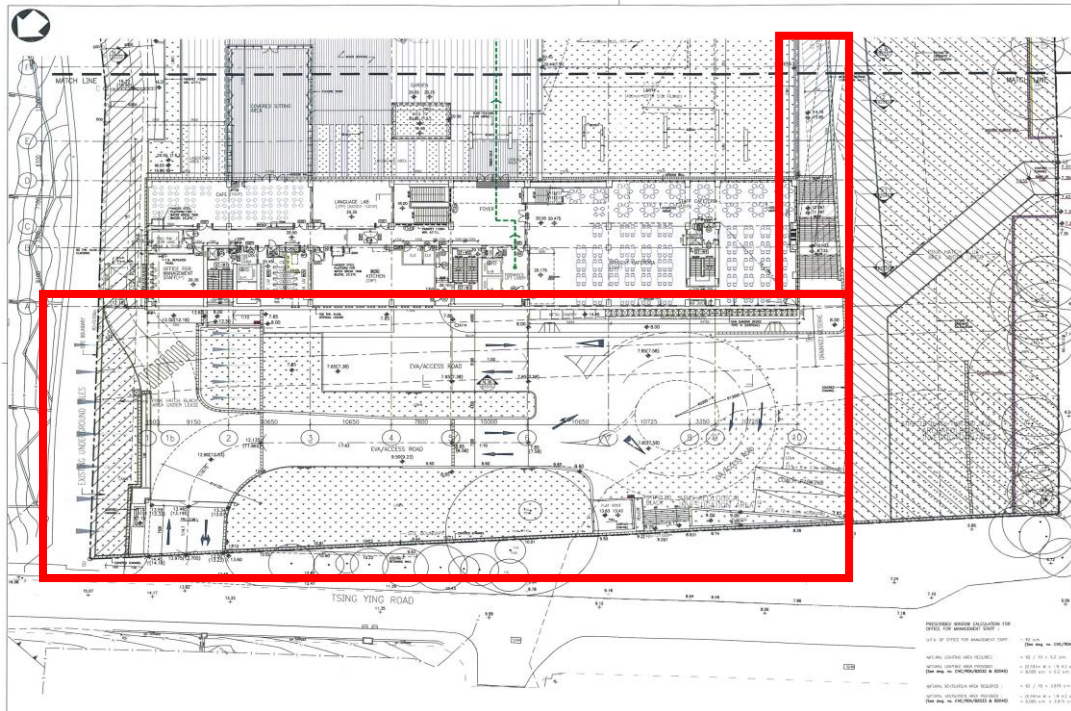
	Botanical Name	Chinese Name	Family name	Height (mm)	Spread (mm)	Spacing (mm)	Remarks
Ptr	Parthenocissus tricuspidata	爬牆虎	葡萄科 VITACEAE	1000	-	600	Min 12 shoots per bag, 每袋至少12分枝;

Grass/Turf /Bamboo

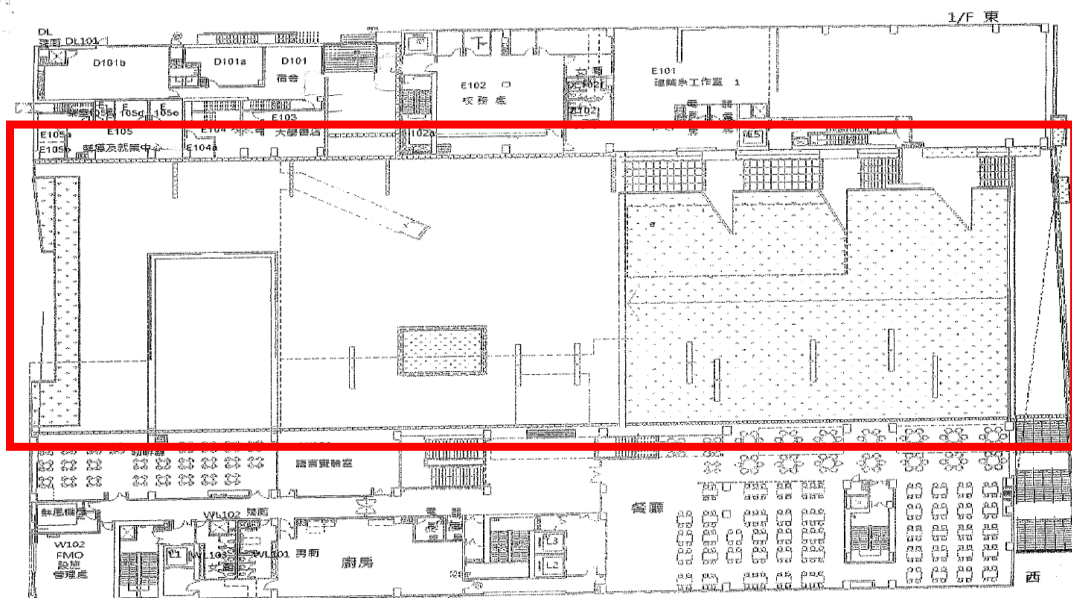
	Botanical Name	Chinese Name	Family name	Height (mm)	Spread (mm)	Spacing (mm)	Remarks
Zja	Zoysia japonica	朝鮮草	禾本科 POACEAE	-	-	-	Sodded 草地
Pau	Phyllostachys aurea	雞簕竹	禾本科 POACEAE	4000	2500	-	
Remarks							
SF	Spreading form						
WF	Well form						
MB	Multi branched						
FL	Flowering						
AF	Abundant Foliage						
HS	Hedged shape						

Hong Kong Chu Hai College - Landscaping location plan (*For reference only)

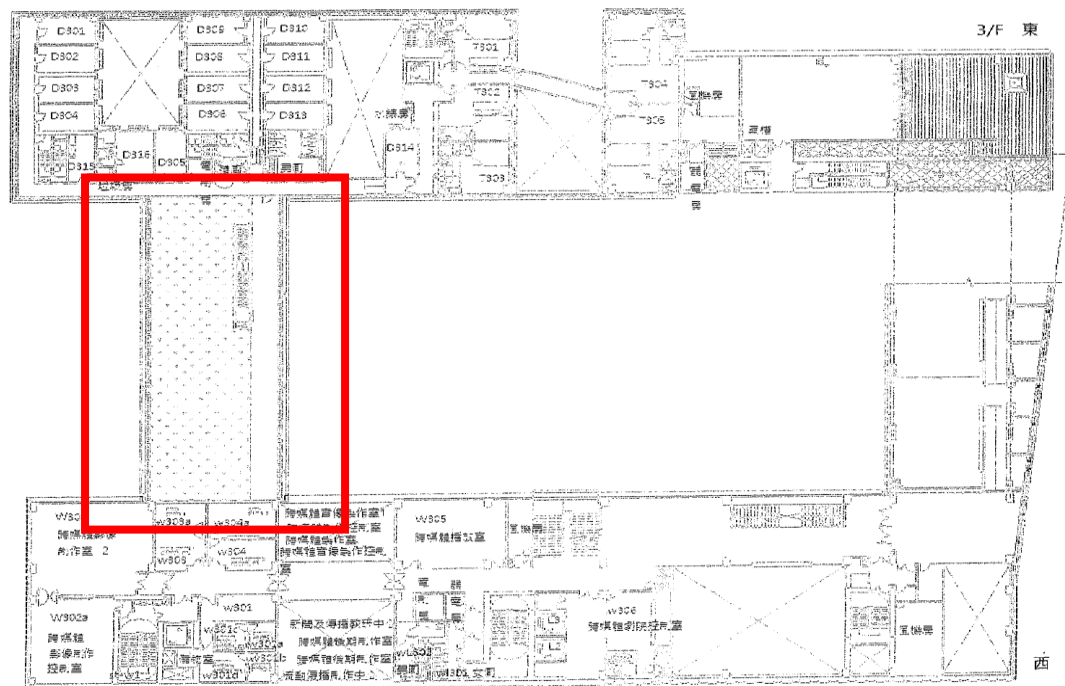
1. G/F Driveway and Roundabout area - Planters and Flower Beds



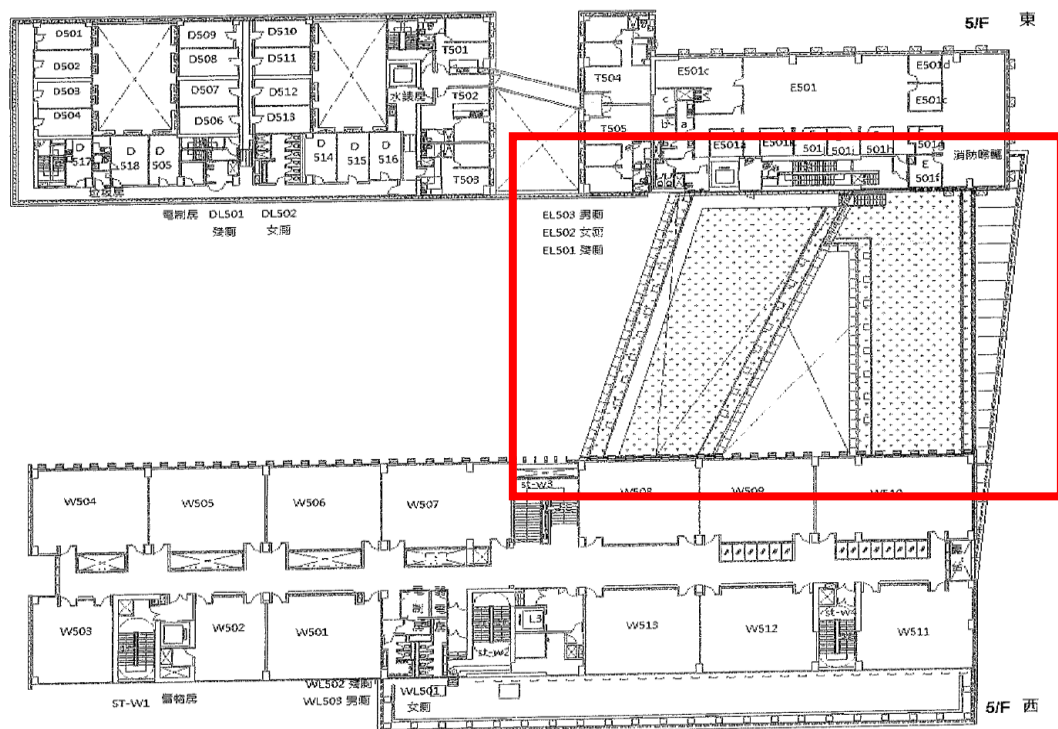
2. 1/F Open Garden & Podium - Planters and Flower Beds + Lawn of the Campus



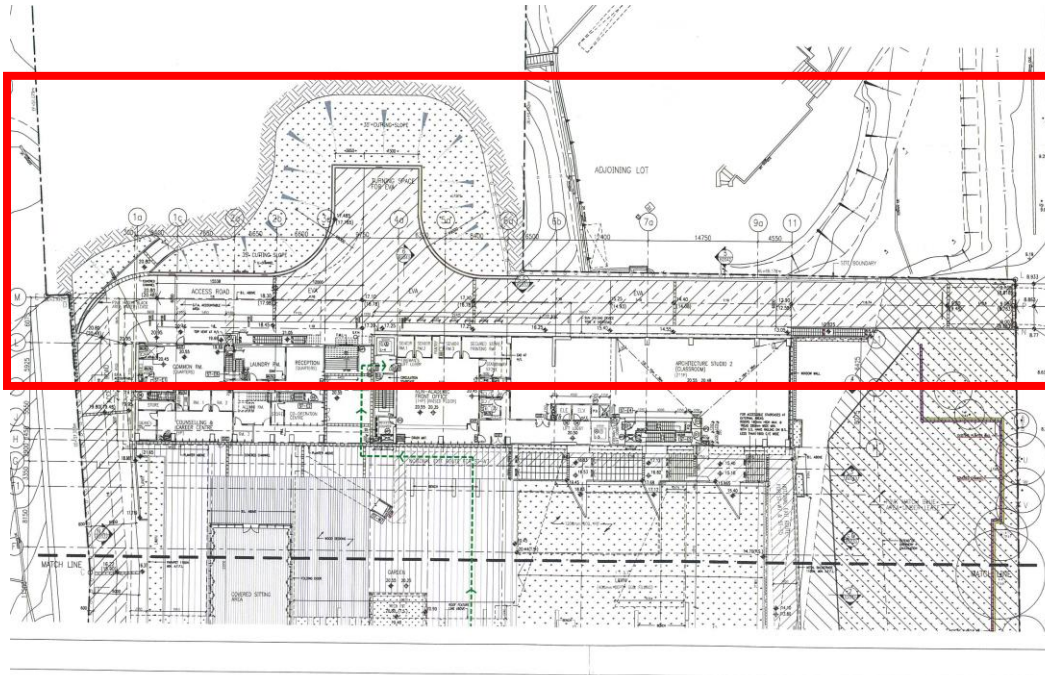
3. 2/F Lawn at Footbridge above Student Union at West Wing



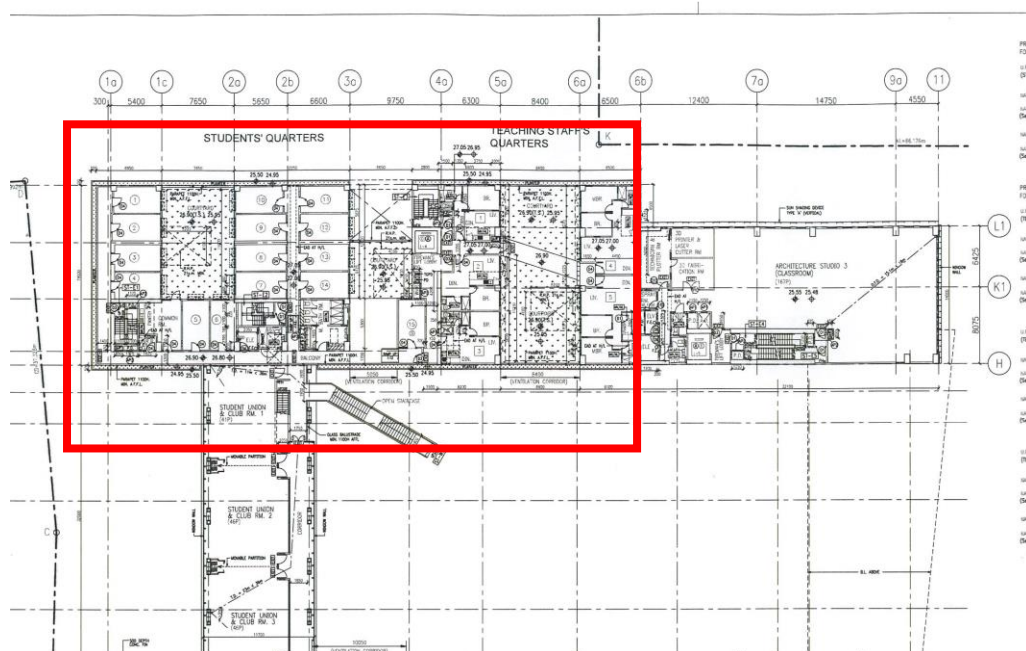
4. 5/F Lawn at Roof of 4/F Library

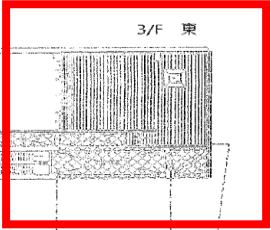


5. Footpath at Tai Tung Road and Adjacent Slopes of Driveway and EVA - Planters and Flower Beds



6. Student Dormitory, Staff Quarters, Balcony at 3/F Conference Room, and other offices & common areas within the campus boundary - Planters and Flower Beds + Lawn



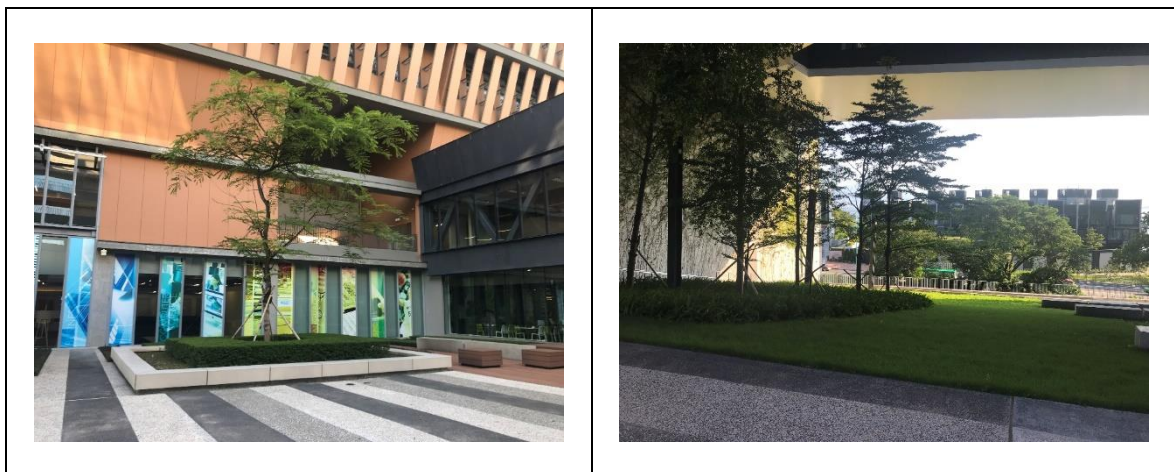


Hong Kong Chu Hai College – Landscaping location photos (*For reference only)

1. G/F Driveway and Roundabout area - Planters and Flower Beds



2. 1/F Open Garden & Podium - Planters and Flower Beds + Lawn of the Campus



3. 2/F Lawn at Footbridge above Student Union at West Wing



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