# VEGETABLE MARKETING ORGANIZATION

**TENDER FOR**

**PROVISION OF SERVICES**

**FOR THE**
**PROMOTION AND PRODUCTION**
**OF THE FARMFEST 2019**

Tender Reference : ( T-4/18-19)

# Terms of Tender (Supplement)
# for
# Provision of Services for the Promotion and Production of the FARMFEST 2019

**Suppliers shall read this Tender Document carefully prior to submitting their tenders. Any tender which fails to comply with the requirements contained herein may render the Tender invalid.**

## 1. Tender Documents

These Tender Documents identified as **T-4/18-19** are consisted of the following:

(i) Invitation Letter;
(ii) Terms of Tender (Supplement);
(iii) Interpretation;
(iv) Introduction (Part 1);
(v) Terms of Tender (Part 2);
(vi) General Conditions of Contract (Part 3);
(vii) Special Conditions of Contract (Part 4);
(viii) Tender Form (Part 5);
(ix) Schedule 1 – Proposal for FARMFEST 2019;
(x) Schedule 2 – Services Specification for FARMFEST 2019;
(xi) Schedule 3 – Guidelines on Submission of Proposal for FARMFEST 2019;
(xii) Schedule 4 – Schedule of Rate - Project Fee for Provision of the Services;
(xiii) Schedule 5 – Marking Scheme for Assessment of Tender;
(xiv) Schedule of Compliance; and
(xv) Reply Slip for Briefing Session.

## 2. Tender Preparation

(a) All Tender Documents must be completed in ink or type script and submitted in the manner under "Submission of Tender" of the Part 2 – Terms of Tender.

(b) Suppliers must complete Part 5 – Tender Form, Schedule 4 – Schedule of Rate and the Schedule of Compliance and submit all Tender Documents **in TRIPLICATE copies** with all necessary information provided including documentary evidence required therein which are necessary for tender evaluation.

(c) When completing the Tender Documents, Supplier should note that:

(i) the name of the Supplier should be the same as the name of Certificate of Incorporation when the company is incorporated under the Companies Ordinance or other similar ordinance elsewhere; and

(ii) the form is duly signed by the Supplier's authorised person with company chop.

(d) Suppliers should check the numbers of pages of this Tender Documents. If they find any missing or indistinct pages, they must inform the Director's Representative immediately so that the same can be rectified. Any addition or removal of any page of the Tender Documents may render the tender invalid.

(e) Should Suppliers for any reason whatsoever be in doubt as to the precise meaning of any item or figure contained in the Tender Documents, they must clarify with the Director's Representative before the date of submission of tenders. No liability will be admitted, nor claim allowed, in respect of errors in the Supplier's tender due to mistakes which should have been rectified in the manner described above.

## INTERPRETATION

(a) In these Tender Documents, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

| | |
|---|---|
| "Contractor" | means the Supplier of which this tender is accepted; |
| "Director" | means the Director of Marketing; |
| "Contract" | means the contract made between the Director and the Contractor for the supply of the Services on the terms as set out in this Tender Documents for the provision of services for the promotion and production of the FARMFEST 2019; |
| "Director's Representative(s)" | means any person(s) nominated by the Director for supervision on the execution of the Contract; |
| "Inspecting Officer" | means the officer appointed by the Director's Representative for the purpose of inspecting the services performed in pursuance of the Contract; |
| "Hong Kong" | means the Hong Kong Special Administrative Region of the People's Republic of China; |
| "Organizing Committee" | means the internal organizational group established by the Director for the purposes of providing guidance and instructions to and monitoring the progress of the FARMFEST project; |
| "Tender Closing Date" | means the latest date by which the Supplier's offer must be lodged; |
| "Schedule" | means the schedule attached to the Invitation to Tender; |
| "Services" | means all services, duties and obligations to be provided or performed by the Contractor under the Contract; this refers to the work referred to in Schedule 2; |

| | |
|---|---|
| "Supplier" | means the person or persons and/or the firm or the company who submits an offer for the services in compliance with the terms of the Tender Documents; |
| "AFCD" | means Agriculture, Fisheries and Conservation Department; |
| "VMO" | means Vegetable Marketing Organization; |
| "FMO" | means Fish Marketing Organization; and |
| "F/VMO" | means Fish Marketing Organization / Vegetable Marketing Organization. |
| "F/MAB" | means Fish Marketing Advisory Board/ Marketing Advisory Board |

(b) In these Tender Documents, unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; and the word "person" includes anybody of persons, firm, corporate or unincorporate.

# PART 1
# INTRODUCTION

## 1. Background

The FARMFEST is a major annual carnival event jointly organized by the FARMFEST Organizing Committee, AFCD, VMO and FMO to promote local agricultural and fishery industry and their quality produce. The upcoming FARMFEST will last for three days.

## 2. Details of the upcoming FARMFEST2019:

Date：4 January 2019 – 6 January 2019 (Fri, Sat & Sun)
Venue： Fa Hui Park, Mongkok
Proposal for FARMFEST 2019：As provided in Schedule 1

## 3. Past Experiences

FARMFEST 2018, the largest outdoor farmers' market in Hong Kong, was held at Fa Hui Park from 12 to 14 January 2018, attracting more than 207,000 visitors. There were 396 booths participated at the 3-day carnival, selling a wide variety of local agricultural and fishery products and other related goods. Among all, over 220 booths sold premium local produce such as fresh organic fruits, vegetables, mushrooms, hydroponics vegetables, live/chilled fish, frozen fisheries products, dried fisheries products, salted fish, cut flowers and ornamental plants. There were also over 150 booths selling local delicacies, organic and health food, sauces/seasonings, cookware and natural household products. Agricultural and fisheries exhibitions, educational displays, various fringe activities such as cultural and entertainment performances, gourmet events, health talks, cooking competitions and demonstration were held in the 3-day event. About HK$6 million was spent in organizing the event while some HK$2.5 million of income including booth rental and sponsorship received. For further details of the event, please visit the official FARMFEST website (www.farmfest.hk).

There are many aspects of services and inputs which were instrumental to the success of the past events. Some examples are listed below for reference:

- Effective media and publicity plan;
- Highly attractive venue design, event arrangement and excellent provision of necessary facilities such as clean and tidy toilets, first aid services, effective cleanser support, green and recycling arrangement;
- Attractive exhibition / display zones and in particular of live crops and fish provided

by AFCD;

- Good logistical support and crowd control;
- Varieties of stage performances and entertainment;
- Free shuttle bus service for visitors;
- Associated campaigns to promote the FARMFEST in advance as well as promotional programme during the event; and
- Generous commercial sponsorship support so secured.

# PART 2
# TERMS OF TENDER

## 1. Invitation to Tender

Suppliers are invited to submit tenders for the execution of the whole of the Services more particularly set out in Schedule 2 for the project subject to and in accordance with these Terms of Tender, the General Conditions of Contract set out in Part 3 hereof and the Special Conditions of Contract set out in Part 4 hereof.

## 2. Tender

(a) The invitation to tender relates to the execution of all of the Services during the contract period as specified in Schedule 2.

(b) The Schedule issued with the Invitation to Tender must not be altered by the Supplier. Any modification of Schedule considered necessary by the Supplier should be the subject of a separate letter accompanying the tender. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the Supplier in ink.

(c) Tenders are to be submitted in **triplicate** and are to be completed in ink or typescript in English and submitted in **two envelopes** (as more particularly described in Clause 3(b) hereof). Tenders not so submitted may not be considered.

(d) Tenders may not be considered if complete information is not given with the tender or if any particulars and data asked for in the Schedule are not furnished in full within a period specified by the Director's Representatives.

(e) Should Suppliers for any reason whatsoever be in doubt as to the precise meaning of any item or figure contained in the Tender Document, they must clarify with the Director's Representative before the date of submission of tenders. No liability will be admitted, nor claim allowed, in respect of errors in the Supplier's tender due to mistakes which should have been rectified in the manner described above**.**

## 3. Submission of Tender

(a) To be considered as a tender by the Director, Suppliers are required to submit the following documents to the F/VMO :-

(i) **three (3) sets** of the completed Part 5 (Tender Form) and Schedule 4 (Schedule of Rates - Project Fees for Provision of the Services) of these Tender Documents;

(ii) the original and two separate legible photocopies of the Supplier's proposal

for the Services to support fulfillment of the service specification as specified in Schedule 2 including an account of budgeted expenditures for the proposal. The proposal shall be made in accordance with the Guidelines on Submission of Proposal in Schedule 3;

(iii) copy of "Business Registration Certificate";

(iv) copy of "Employees" Compensation Insurance Policy";

(v) **three (3) sets** of the documentary proof of experience; and

(vi) **three (3) sets** of the completed Schedule of Compliance.

The Supplier must ensure that there is no discrepancy amongst the sets of documents submitted. Should any discrepancy be found, the tender may be rejected.

(b) Completed Tender Documents shall be submitted **separately in two sealed envelopes** as follows-

(i) The **price information** (i.e. Completed Schedule 4 – Schedule of Rates -- Project Fee for Provision of the Services) must be enclosed in a sealed envelope clearly marked "**Tender Reference: T-4/18-19- Tender for Provision of Services for the Promotion and Production of the FARMFEST 2019– Price Information"**; and

(ii) The **technical information** (i.e. Completed Part 5 – Tender Form, Supplier's proposal for the Services (**without any indication on the fees to be charged**), the Schedule of Compliance and all related and supplementary information and documents including an account of budgeted expenditures for the proposal as required by and relevant to this tender) must be enclosed in **another sealed envelope** clearly marked " **Tender Reference: T-4/18-19- Tender for Provision of Services for the Promotion and Production of the FARMFEST 2019 – Technical Information**".

(c) *All above are ESSENTIAL requirements, incomplete offers and tenders submitted in a form otherwise than in the manner described in these Terms of Tender may not be considered. Supplier(s) shall submit the information above otherwise its offer will NOT be considered. The Director reserves the right to obtain supporting documents from supplier for confirmation of the details provided in the Supplier's offer.*

(d) Completed Tender Documents in two separate envelopes shall be addressed to the Director of Marketing and placed in the F/VMO Tender Box situated at the 1/F., General Office, Cheung Sha Wan Wholesale Vegetable Market, 757 Lai Chi Kok Road, Cheung Sha Wan, Kowloon before Hong Kong time 12:00 hours (noon) on 6 July 2018 ("the Tender Closing Date"). No indication of the Supplier's name shall

be evident on the outside of the envelopes. All tenders must be submitted before the Tender Closing Date and time (Hong Kong time). Late tenders will not be considered.

(e) In case a rainstorm black warning or typhoon signal No. 8 or above is in force for any duration between 9:00 am (Hong Kong time) and 12:00 noon (Hong Kong time) on the tender closing date, the tender closing time will be extended to 12:00 noon (Hong Kong time) on the next working day (i.e. except Saturday and Sunday) other than public holidays.

**4. Tenders to Remain Open**

(a) Tender shall remain valid and open for not less than 90 days after the Tender Closing Date (the "Tender Validity Period"). If Suppliers are unable to comply with this requirement, they must clearly state the period for which their tender is valid for acceptance in the space provided in the Invitation to Tender.

(b) If before the expiry of the Tender Validity Period, the supplier's offer is withdrawn, the supplier is advised that due notice will be taken of his action and this may well prejudice his future standing as a Director's Supplier.

**5. Prices Quoted**

(a) All prices quoted in the Tender shall be in Hong Kong currency and, if accepted by the Director, shall remain valid and binding for the Contract period. The rate of the tender shall be deemed to be full inclusive values of the works to be executed and including but not limited to provision of labour, materials and equipment, taking precautions and safety measures, general obligations, liabilities, risk, insurance in the execution of the works, etc. Such prices shall be net and, where applicable, they shall include all expenses incidental to the due and proper performance of the Contract by the Contractor.

(b) It will be assumed, unless Suppliers clearly stipulates otherwise, that their offer will remain valid for the duration of the Contract. Therefore no request for price variation will be considered. If however a Supplier wishes to submit a conditional offer which contains a price variation clause, he may do so, on the clear understanding that such an offer may prejudice the award of the Contract. In any such case, the basis of the price variation formula should be clearly stipulated and accepted by the Director in writing.

(c) Suppliers should make certain the prices quoted are accurate before submitting their tenders. Under no circumstances will the Director accept any request for price adjustment on grounds that a mistake has been made in the tender prices.

(d) When more than one Supplier has offered the same price for the required service,

opportunity may be given to these Suppliers to submit a second bid.

## 6. Assessment of Tender

(a) Tenders will be evaluated based on the offered prices, the promotion plans, the production plans, artwork design as well as technical competence of the supplier, understanding of client's requirement as demonstrated in their submitted documents and proposals. Supplier is required to submit supporting documents as mentioned above for evaluation. **Should the Director's Representative considers the proposal submitted by the Supplier cannot fully meet the overall concept, standard and quality as well as other requirements specified in the service specifications, the Supplier's offer will not be considered.**

(b) The Organizing Committee will use the Marking Scheme as set out in Schedule 5 to assess the tenders submitted. Weighting of the technical score and the price score are 30% and 70% respectively. Before submitting their tenders, Suppliers are advised to note the following steps to be adopted for assessment of tender:

(i) Stage 1 – Technical Assessment

The technical score of conforming tenders will be assessed in accordance with the criteria set out under "Stage 1 – Technical Assessment" of the Marking Scheme. Any tender failing to score the passing mark in this stage will **not** be considered or assessed further.

(ii) Stage 2 – Price Assessment

The price information of tenders that have passed Stage 1 assessment will be assessed according to the formulae stated under "Stage 2 – Price Assessment" of the Marking Scheme.

(iii) Stage 3 – Calculation of Total Score

The total score is the sum of the technical score and the price score. The tender that has achieved the highest total score will normally be recommended for acceptance.

## 7. Basis of Acceptance

(a) Acceptance of offers will be considered on an **OVERALL** basis. Partial or incomplete tender will not be considered.

(b) The Director, on advice of the Organizing Committee, is not bound to accept the lowest price tender or any tender and reserves the right to accept all or any part of any tender at any time within the period mentioned in clause 4 hereof. F/VMO also reserves the right to negotiate with any Contractor about the conditions of the offer.

(c) Suppliers shall complete the 'Schedule of Compliance' provided in respect of the offer. Should alternative offer(s) be included, separate 'Schedule of Compliance' should be completed accordingly. Failure to complete the 'Schedule of Compliance' will invalidate the tender. Suppliers are requested to confirm in the 'Schedule of

Compliance' that offers submitted comply with the required specification as stated in the service requirements in Schedule 2 in every respect. If an offer does not conform to the tender specification, Suppliers should provide full details of their alternative offer, but the Director reserves the right to accept or reject any such offer.

.

## 8. Award of Contract

The successful Supplier will receive, as an indication of acceptance, a fax or a Letter of Acceptance as an official notification of acceptance prior to the receipt of the duplicate copy of the Contract document duly completed. This fax or Letter of Acceptance shall constitute a binding contract. Suppliers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.

## 9. Offers to be Binding

(a) All parts of the Tender Documents submitted and offered by the Supplier will be binding on the Supplier. A Supplier is deemed to have satisfied itself as to the correctness of its Tender. In the event that a Supplier discovers an error in its tender after the tender has been deposited, the Supplier may correct the same in a separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.

(b) Should it be found on examination by the Director after the Tender Closing Date that a Tender has made errors in the figures stated in its tender that may have a significant effect on the tender, the Supplier may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.

(c) The Director may require a Supplier to clarify any aspect of its tender by way of provision of additional information or documentary proof. A tender may not be considered if the Supplier fails to comply with the Director's request for clarification.

(d) Correspondence exchanged between the Director and the Supplier about the tender may upon the parties' agreement form part of the Contract after the Contract has been awarded.

(e) Variation to any part of the Contract will not be allowed after the Contract has been awarded unless prior approval has been obtained from the Director's Representative.

## 10. Exclusion

Without prejudice to other provisions of this tender, the Director reserves the right to exclude a Supplier for further consideration of the tender on any grounds, including but not limited to –

(a) Bankruptcy; or
(b) False declaration**.**

## 11. Alternative Proposals and Negotiation

Alternative proposals which improve the value of the offer may be submitted. The Director reserves the right to negotiate with any Supplier the terms of the offer.

**12. Consideration of Offers**

The Director is not bound to consider an offer in the event of a claim being received by the Director alleging or the Director having grounds to believe that the Goods to be supplied by the Supplier in the tender are infringing copyrights or have otherwise infringed the intellectual property rights in the goods or product of a third party.

**13. Documents of Unsuccessful Suppliers**

Documents of unsuccessful Suppliers may be destroyed not less than three months after the date the Contract has been awarded and the agreement signed.

**14. New Information Relevant to Qualified Status**

Suppliers should inform the Director in writing immediately of any factor which might affect their qualified status as an enlisted supplier with the Director, or as a qualified supplier for a particular service. The Director reserves the right to review their qualified status in the light of any new information relevant to their qualification.

**15. Latest Audited/Unaudited Accounts**

The Suppliers shall upon request by the Director's Representatives whilst their tenders remain open submit the latest audited accounts or unaudited accounts as appropriate for checking within 14 days from the date of such request. Late submission will not be considered.

**16. Illegal Workers and Statutory Minimum Wage**

(a) The Contractor undertakes to pay workers no less than the statutory minimum wage and not to employ illegal workers in the execution of any contract. Should the Contractor be found to have employed illegal workers or paid workers less than the statutory minimum wage in breach of this undertaking, the Director's Representative may, on behalf of the Director, by notice in writing, terminate the Contract and the Contractor is not entitled to claim any compensation.

(b) The Contractor shall be liable for all expenses necessarily incurred by the Director as a result of the termination of the Contract and the subsequent appointment of another contractor or contractors for replacement.

**17. Complaints About Tender Process or Contract Awards**

The tender process is subject to internal monitoring to ensure that the Contract is awarded

properly and fairly. Any Supplier who feels that his offer has not been fairly evaluated may write to the Director of Marketing who will personally examine the complaint. The Supplier shall lodge the complaint before disposal of documents of unsuccessful Suppliers which shall be 3 months after the award of contract.

**18. Personal Data Provided**

(a) A Supplier's personal data provided in the tender will be used for tender evaluation and contract award purposes. If insufficient and inaccurate information is provided, his tender may not be considered.

(b) A Supplier acknowledges and consents that his personal data provided in the tender may be disclosed to government departments and non-government organizations.

(c) A Supplier has the right of access and correction with respect to personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. The right of access includes the right to obtain a copy of the Supplier's personal data provided in the tender.

(d) Inquiries concerning the personal data collected by means of the tender, including the making of access and corrections, should be addressed to Personal Data Privacy Officer of the F/VMO.

**19. Consent to Disclosure**

The Director shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded contract, without any further reference to the successful tenderer, the name and address of the successful tenderer, description of services and the contract amount.

**20. Contractors' Performance Monitoring**

Suppliers are advised that should they be awarded the contract their subsequent performance will be monitored and may be taken into account when their future tenders are evaluated. A tender may be rejected if the Supplier is in default in respect of any F/VMO contract which is of the same or substantially similar nature as this tender exercise within a year of the Tender Closing Date or between the Tender Closing Date and the award of the Contract.

**21. Cancellation of Tender**

Without prejudice to the Director's right to cancel the tender, where there are changes of requirement after Tender Closing Date for operational or whatever reasons, the Director is

not bound to accept any conforming tender and reserves the right to cancel the tender.

**22. Warranty Against Collusion**

(a) By submitting a tender, a Supplier is regarded to have represented and warranted to the Director that in relation to the Invitation to Tender:

(i) save with the prior written consent of the Director, it has not communicated and will not communicate to any person other than the Director the amount of any price submitted in its tender;

(ii) it has not fixed and will not fix the amount of any price submitted in its tender by arrangement with any person;

(iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and

(iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tender process.

(b) In the event that a Supplier is in breach of any of the representations and/or warranties in sub-clause (a) above, the Director shall be entitled to, without compensation to any person or liability on the part of the Director:

(i) reject the Supplier's tender;

(ii) if the Director has accepted the tender, withdraw its acceptance of the Supplier's tender; and

(iii) if the Director has entered into the contract with the Supplier, terminate the contract.

(c) By submitting a tender, a Supplier is regarded to have undertaken to indemnify and keep indemnified the Director against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (a).

(d) A breach by a Supplier of any of the representations and/or warranties in sub-clause (a) may prejudice its future standing as a F/VMO's contractor or service provider.

(e) Sub-clause (a) shall have no application to Supplier's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its tender, or with its professional advisers,

consultants or sub-contractors to solicit their assistance in preparation of its tender.

(f) The rights of the Director under sub-clauses (b) to (d) are in addition to and without prejudice to any other rights or remedies available to it against the Supplier.

(g) Nothing in this clause shall limit the Director's absolute right to determine or to request any other information/supporting documents/items in connection with or arising out of this Invitation to Tender.

**23. Prevention of Bribery Ordinance**

The Supplier shall not and shall ensure that his agents and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government or F/VMO. Any breach of or non-compliance with this Clause by the Supplier shall, without affecting the Supplier's liability for such breach or non-compliance, invalidate his tender, and result in contract termination, if any awarded.

**24. Corrupt Gifts**

(a) The Contractor shall not, whether by himself or his sub-contractor, or by any person employed by him to provide the Services, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the Services other than charges properly approved in writing by the Director's Representative under this Contract.

(b) If the Contractor or any employee or agent or sub-contractor of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other F/VMO's contracts, the Director's Representative may, on behalf of the Director, summarily terminate the Contract, without entitling the Contractor to any compensation therefor.

(c) The Contractor shall be liable for all expenses necessarily incurred by the Director as the result of the termination of the Contract.

**25. Environmental Friendly Measures**

The following environmental friendly measures are recommended in the preparation of the tender documents:

(a) All documents should preferably be printed on both sides and on recycled paper.

Paper exceeding 80gsm are not recommended as a general rule.

(b) Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.

(c) Single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

**26. Briefing Session**

Suppliers are cordially invited to attend a briefing session on 15 June 2018 (Friday) at 3:30 pm in Conference Room, 1/F, Cheung Sha Wan Wholesale Vegetable Market, 757 Lai Chi Kok Road, Cheung Sha Wan, Kowloon. The interested parties should return the attached Reply Slip on or before 17:00 on 14 June 2018 (Thursday) for reservation.

**27. Enquiries**

(a) For enquiries concerning the services specification and requirement, please contact Mr. Keith FAN, Agricultural Officer (Farm Development) (Tel: 2668 0397, Email: keith_kw_fan@afcd.gov.hk) or Ms. Rebecca LEE, Field Officer I (Farm Development) (Tel: 2668 0197, E-mail: rebecca_kl_lee@afcd.gov.hk)

(b) For enquiries concerning the lodging / completion of this tender document, please contact Mr. Karl LAU, Supplies Officer (F/VMO) at Tel. No.: 2710 0977.

# PART 3
# GENERAL CONDITIONS OF CONTRACT

## 1. Total Services and Variation

(a) The Services to be performed under the Contract shall be as laid down in the Schedules and Special Conditions and shall be carried out, as and when required, to the satisfaction of the Director's Representative and the Organizing Committee. All orders placed under the Contract shall be issued in writing and the Director will not be responsible for services performed on oral instructions issued by any person whomsoever.

(b) The Contractor shall not extend the Services beyond the requirements specified in the Schedule except as directed in writing by the Director's Representative or Organizing Committee; but the Director's Representative or Organizing Committee may, subject to the proviso hereinafter contained, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far are applicable, as though the said variations were stated in the Schedule.

Provided that no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the Contract price of more than twenty per cent or the Contract period of more than six months, unless otherwise mutually agreed by the Contractor and the Director.

(c) Where a variation has been made to the Contract Documents, the amount to be added to or deducted from the Contract price in accordance with the rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

Due account shall be taken of any partial execution of the Services which are rendered useless by any such variation.

## 2. Assignment

The Contractor shall not, without the written consent of the Director, assign or otherwise transfer the Contract, or any part share or interest therein, and the performance of the Contract by the Contractor shall be deemed to be personal to him.

## 3. Quality of Services

(a) The Services shall be as specified in the Contract Schedule and shall fulfil all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.

(b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by the Director free of charge but shall be returned on completion of the Contract.

**4. Inspection and Acceptance**

All Services performed in pursuance of the Contract shall be subject to inspection, assessment and evaluation, and shall not be deemed to have been accepted unless either:

(a) The Organizing Committee or the Director's Representative shall so certify; or

(b) The Services are not rejected as being unsatisfactory within 2 months of the date upon which they were executed.

**5. Rejections**

(a) Without prejudice to any statutory rights, the Organizing Committee or the Director's Representative may reject any materials/services (or part thereof) which do not strictly conform to the conditions of sub-clause (a) of clause 3 hereof.

(b) Within 24 hours of being notified in writing of the rejection of any Services the Contractor shall be required to take the necessary action to rectify such rejected Services.

**6. Director's Property**

When the Director's property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 20%. A count of the articles or material in the possession of the Contractor may be made at any time by the Director's Representative and the Contractor shall render such assistance as is necessary for this purpose.

**7. Director's Premises/Contractor's Premises**

(a) The Contractor shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Director's premises as are necessary for the due discharge of the Contractor's obligations under the Contract.

(b) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Director's Representative or Organizing Committee at all reasonable times.

(c) The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Director's premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Director in respect of any loss or damage to such Director's premises, piers or wharves.

**8. Payment for Services**

(a) The Contractor shall render to the Director's Representative on completion of any separate portion of the Services an account for such portion.

(b) All such accounts shall be signed by the Director's Representative. Unless otherwise agreed by the Director's Representative such accounts shall be paid within 30 days of the date upon which:

(i) where the said accounts are signed by the Director's Representative, or

(ii) where the Services have been accepted pursuant to clause 4 of the General Conditions herein,

whichever date is the earlier.

**9. Default**

If the Contractor shall fail to carry out all or any of the Services provided for in the Contract within the Contract period or such extended period as may be agreed in accordance with clause 1(b) hereof, the Director may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Contractor, but without prejudice to any claims by the Director for breach of Contract including but not limited to its right of the Director to assign the balance of the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any sums so incurred in excess (hereinafter called 'any excess') of the Contract price.

**10. Recovery of Sums Due**

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Director's contracts.

## 11. Liability for Damages or Compensation

(a) The Director and its employees or agents shall not be under any liability whatsoever for or in respect of:

(i) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Director or any of its employees or agents or otherwise).

(ii) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the Negligence of the Director or any of its employees or agents.

(b) the Contractor shall indemnify the Director and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Director or any of its employees or agents in respect of:

(i) any loss, damage, injury or death referred to in sub-clause (a) of this clause (save and except injury or death caused by the Negligence of the Director or any of its employees or agents).

(ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of its employees or agents.

(c) The Contractor shall indemnify the Director against any loss of or damage to any property of the Director or of any of its employees or agents or any injury to any employee or agent of the Director arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.

(d) For the purposes of this clause 'Negligence' shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance.

## 12. Policy of Insurance and Compensation

(a) The Contractor shall effect a policy of insurance against all claims, demands or liability under the Contract with an insurance company approved by Hong Kong Government (which approval shall not be unreasonably withheld) and shall continue such insurance during the continuance of the Contract and shall when required, deposit with the Director's Representative for safe keeping during the Contract period such policy of insurance together with the receipt of payment of the current premium.

(b) If the Contractor shall fail to effect and keep in force the insurance referred to or any other insurance which he may be required to effect under the terms of the Contract then and in any such cases the Director 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 the Director as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

(c) In the event of any of the Contractor's employees or agents suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within 7 clear working days give notice in writing of such injury or death to the Director's Representative.

**13. Bankruptcy**

The Director's Representative may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation in any of the following events:

(a) if the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or

(b) if the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

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

**14. Publicity**

The Contractor shall submit to the Director's Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Director's name is mentioned or language used from which a connection with the Director can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the Director's Representative.

**15. Governing Laws**

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

## 16. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity.

(a) Special Conditions of Contract (Part 4)
(b) Services Specification for FARMFEST 2019 (Schedule 2)
(c) General Conditions of Contract (Part 3)
(d) Contract Schedules

# PART 4
# SPECIAL CONDITIONS OF CONTRACT

## 1. Contract Period

The contract shall commence from the date of acceptance of offer to fulfilment of contractual obligations. The "date of acceptance" shall be the date of Letter of Acceptance referred to in Clause 8 of Terms of Tender.

## 2. Services to be performed

The Services to be performed under this Contract shall be as laid down in the Tender Documents to the satisfaction of the Director. The Services shown in Schedule 2 for the provision of services for the FARMFEST 2019 are estimated requirements for the reference of the Contractor. The Contractor shall be required to attend every regular and *ad hoc* meetings of the Organizing Committee and meetings arranged by the Director's Representative with other organizations. The Contractor shall prepare meeting and presentation material in advance for use in the meeting.

## 3. Inspection and Rejections

All services performed will be subject, before payment, to inspection by the Director's Representative who may withhold payment when the services have not been performed in strict accordance with the requirements of the contract. Payment for services will be made only if the services have been performed to the Director's Representative's entire satisfaction.

## 4. Payment for Services

(a) Payment shall be made after the Services have been performed provided that the Services have, in all respects, been performed in accordance with the requirements of the contract and to the satisfaction of the Director's Representative. The Director's Representative may, at this discretion, order such payments to be made, as he may consider appropriate.

(b) Payments on account of the Project Fee shall be made in such amounts and at such times as are set out according to the following payment schedule below:

| Payment No. | Invoice Date | % of Project Fee |
|---|---|---|
| 1 | On submission of (i) promotion, advertising and publicity programs campaigns / activities and implementation plan as prescribed in the proposal in Schedule 1 and as appropriate with respect to public relations and communications of the whole event including the complementary promotional campaigns / activities, advertisement before and during FARMFEST, the opening ceremony and its rundown, reception services for the opening ceremony, stage and street interactive programs / activities as well as the promotion, production, setting up and operation of the covered exhibition area featuring the theme agricultural and fisheries topics, including but not limited to 3-D vegetable field and fish farm, models, iconic images and audio-visual shows of farmers and farms, etc. for Organizing Committee's approval (Clauses (a) of Schedule 2); and (ii) finalized theme and special features of attraction of the whole event in particular on the conceptual design, setting and layout of the FARMFEST venue and facilities thereon including an action plan and on-site setting up schedule as appropriate in respect of the booths (vendor, sponsor and cooked-food), containerized offices, venue entrances and exits, stage area, market street, shading facilities for the booth areas, stage and market street, exhibition area, containerized toilet, generators and associated wiring and equipment, provision of electricity to stage, booths, market street, exhibition area, containerized toilet and office, potable water supply and cleansing area for booth and market street users, first aid services, venue cleansing, garbage and waste recycling, collection, recording and disposal service, security services, crowd and vehicular control services, shuttle bus service, etc. for Organizing Committee's approval (Clauses (d) of Schedule 2). | 20 |
| 2 | On completion of the Services, provision of document of Evaluation Report on the services so provided and the auditor's report and audited financial statements covering all income/expenditure items concerning the project with written acceptance from the Director's Representative on completion of the Contract. | 80 |

(c) Payments on account of the Sponsorship Commission Fee (if applicable according to schedule 2) shall be made at the time Payment No. 2 in (b) above is made.

(d) To allow timely payment, invoices and correspondence concerning payment under this contract shall be sent by the Contractor to the Director's Representative, or as otherwise directed. The address is Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, N.T. Hong Kong. (Attn: Senior Agricultural Officer / Farm Development). Payment of services will be made only if the services have been performed in strict accordance with the requirements of the Contract.

**5. Additional Services**

(a) Where it is determined by the Director's Representative that additional works as proposed by the Contractor shall be performed, payment for such Services shall be either on a time charge basis or by means of a negotiated lump sum fee as appropriate.

(b) The Contractor has responsibility to provide any work or services related to the contract requested by the Director's Representative. The charge basis of such additional work or service shall be the same or comparable to that offered under Project Fee in Schedule 4.

**6. Cost**

The Contractor shall be responsible for all costs including those related to planning, preparation and implementation of the Services, and all other costs as required for accomplishing the Services.

**7. Equivalent Standard**

Where the standard called for within this specification is not available, subject to the approval of the Director's Representative, materials and equipment with recognised standard will be acceptable.

**8. Code of Practice**

The Contractor is required to execute all of the works and supply all the equipment and goods specified, or proposed by him, in accordance with the appropriate British Standards or other Standards approved by the Hong Kong Government and Codes of Practice for such workmanship, materials, and goods, current at the time of tender submission.

**9. Sample**

The Contractor shall submit sample(s) of artwork design, materials, game/display programming, software and equipment, structural design and setup, installation and cabling of the LED Systems, associated programmes and display walls as and when requested by the Director's Representative and do not proceed to production until approval has been obtained. The Contractor shall keep approved sample at a place as agreed by the Director's Representative for comparison with materials and equipment to be supplied.

**10. Responsibilities of the Contractor**

(a) The Contractor will be responsible for the efficient performance of the contract and for the good conduct of his employees to the satisfaction of the Director's Representative while they are in the said sites of work. The Contractor shall not permit his employees to solicit or accept any money or gift from the users of the areas.

(b) Work shall be carried out in accordance to the time schedule submitted by the successful Supplier. The time schedule shall be subject to change by the Director or

the Organizing Committee.

(c) The Contractor is required to submit information including but not limiting to the name of the authorized persons, addresses and contact telephone numbers in respect of the sponsors and vendors operating in the sponsored commercial zone in FARMFEST 2019; and proposal(s) in respect of the Services set out in Schedule 2 for approval by the Director or the Organizing Committee.

(d) the Contractor shall maintain a traceable record of all companies/organizations/entities including those that are approached by the Contractor and those that approach the Contractor for sponsorship. The Contractor should disclose all of this record to the Director's Representative upon his/ her request

**11. Assignment**

The Contractor shall not assign or otherwise dispose of any interest, right, benefit or obligation under this Contract, or purport to do so.

**12. Sub-Contracting**

(a) The Contractor shall efficiently direct and supervise the performance of the Services to the full extent of his ability and with his full attention.

(b) The contract shall be personal to the Contractor who shall not, without the prior written consent of the Director's Representative, enter into any sub-contract with any person for the performance of any part of the contract.

**13. Exhibition Items**

All exhibition items, including LED Systems if any, associated software, sunscreens /shading, displays and display walls shall be durable and of a high safety standard for public exhibition purposes. Any defective or worn out items which are not caused by vandalism and which are detected during the period of the contract shall be rectified as soon as possible and within 24 hours, or replaced by the Contractor at his own expenses to the satisfaction of the Director's Representative.

**14. Electrical Equipment**

The quality and safety standard of all electrical appliances, equipment and connecting wiring to be provided must meet all Hong Kong Government standards laid down for such works. All electrical wirings / interconnections must be properly fixed and clearly labelled by Registered Electrical Worker (REW) in Hong Kong and approved by Director's Representative. The Contractor shall provide wiring / interconnection circuit diagrams and operation of all electrical appliances / equipment / wiring installed to the satisfaction of the Director's Representative. During the contract period, any sub-standard item or defect found must be rectified or replaced immediately by the Contractor at his own expense and to the satisfaction of the Director's Representative.

**15. Service Safety**

(a) The Contractor shall throughout the progress of the Services take full responsibility for the adequate safety of all the production work/services at all locations. The Contractor shall also keep the Services in an orderly state appropriate to the avoidance of danger to all persons.

(b) The Contractor shall ensure that all tools, equipment and temporary facilities and all other items used in carrying out the work/services how-so-ever provided are in a safe, sound and good condition, are capable of performing the functions for which they are intended, and where required by the law or by the relevant codes of practice, are licensed and/or have been issued with the necessary permits for use.

(c) The Contractor shall deploy a REW of the appropriate grade under the Electricity Ordinance to handle the electrical systems at the exhibition area.

(d) The Contractor shall carry out regular routine inspections and checking of the electrical systems during the FARMFEST period. The checklists shall be developed by the Contractor and agreed by the Director's Representative. Comprehensive checking shall include, but not be limited to, checking of integrity of cables and connections, immediate remedies, etc. The checklist should be signed by the REW after each inspection and/or checking.

(e) The Contractor shall throughout the progress of the works take full responsibility for the adequate safety of all operations on the respective works locations. The Contractor shall keep the works in an orderly state appropriate to the avoidance of danger to all persons. The Contractor shall provide and maintain when and where necessary adequate safety precautionary measures, including but not limited to lights, guards, fences and warnings signs for the protection of the works and/or for the safety of the public.

**16. Liabilities**

(a) Injury to Persons: the Contractor shall be solely liable for and shall indemnify the Director in respect of any liability, loss, claim or proceeding whatsoever arising under any stature or at Common Law in respect of personal injury to or the death of any person whomever, arising out of or in the course of or caused by the execution of the work, unless due to any act or neglect of the Director or of any person for whom the Director is responsible.

(b) Damage to Property: the Contractor shall be liable for and shall indemnify the Director against any liability, loss, claim or proceeding in respect of any injury or damage whatsoever to any property, real or personal in so far as such injury or damage arises out of or in the course of or by reason of the execution of the work, and provided always that the same is due to any negligence, omission or default of the Contractor, his servants or agents or any sub-contractor or to any circumstances within the Contractor's control.

**17. Confidentiality**

(a) The Supplier shall treat all information, specifications and materials of any nature (in or on whatever media) provided by the Director as confidential. The Contract shall not divulge such information any person/party without the Director's prior

written consent.

(b) The foregoing obligations as to confidentiality shall survive any termination of this Contract

**18. Intellectual Property Rights**

The Contractor shall indemnify the Director against all claims arising at any time on account of the production or use of the Services infringing any patent rights, copyrights or registered design, or on account of any claims for royalties arising from the production or use of the Services, and the Contractor shall also be liable for any cost to the Director that may arise from such claims.

**19. Copyright**

The ownership, copyright and all other intellectual property in all deliverables or other particulars prepared by the Supplier or received by the Supplier in the course of carrying out the services shall belong to the Director. All materials, graphics, social media platform, computer programming including but not limited to FARMFEST Facebook, Instagram, reports and any other documents or designs prepared, produced, created, procured or received by the Contractor in relation to this Services shall be the property of the Director and shall be transferred at no cost to the Director upon his request. All intellectual property rights (including but not limited to copyrights, patents, trademarks, service marks, design rights, database rights, rights in know-how) in any such material, report, document or thing shall vest in and belong to the Director immediately upon creation. The Supplier shall not use any such materials and information or disclose the contents thereof to any person outside the course of the service, without the prior written approval of the Director.

**20. Termination of Contract**

The Contractor at all times should provide the Services to the satisfaction of the Director and the Organizing Committee. The Director reserves the right to terminate the Contract at any time during the contract period, if the Contractor cannot provide the Services meeting the satisfaction of the Director and the Organizing Committee, or for whatever reason the Director considers appropriate and necessary, after giving one month's prior notice in writing to the Contractor, without making any compensation to the Contractor.

**21. Disclosure of Fees Payable to the Selected Contractor**

The Director shall have the right to disclose to any person whenever it considers appropriate or upon request by any third party (written or otherwise), and in such form and manner as it deems fit –

(a) the fees, costs and expenses payable by the Government for engaging the selected Supplier; and

(b) the fee proposal submitted by the selected Supplier.

**22. Corrupt Gifts**

(a) The Contractor shall not, whether by itself or its Sub-contractor (if any), or by any person employed by it to provide the Services, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the Services other than charges properly approved in writing by the Director's Representative under the Contract. The Contractor shall prohibit its employees, agents, and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with this Contract.

(b) The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Director's Representative including, among other probity issues, a statement explicitly prohibiting its Sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contact. It shall ensure that its Sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 22 of the Terms of Tender above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

**23. <u>Default</u>**

It will be regarded as default, if the Contractor:

(a) has abandoned the contract; or

(b) is not executing any of the services in accordance with provisions and / or clauses stipulated in the contract within the contract period ; or

(c) fails to carry out all or any work provided for in the contract within the time specified; or

(d) is persistently neglecting to carrying out his obligations under the contract.

In such circumstance, the Director, after giving fourteen days' notice in writing to the Contractor, may terminate the contract. The Director shall be entitled to carry out the balance of the uncompleted services by its own workers or by other Contractor or Contractors. The Director shall be entitled to recover the cost thereof from the Contractor, or any deduct the same from any monies due or becoming due to the Contractor under this or any other contract.

**24. Disputes**

If disputes arises between any officer of the AFCD, F/VMO and the contractor with reference to the performance of the contract, or any part thereof which otherwise cannot be resolved, the dispute shall be referred to the Director whose decision shall be final and

binding.

**25. Exclusion Clause**

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

# PART 5
# TENDER FORM

To: Director of Marketing

1. Having read the Terms of Tender, the General Conditions of Contract, and the Special Conditions of Contract set out in Parts 2 - 4 hereof, I/We agree to be bound by the terms and conditions as stipulated therein, and hereby offer to provide services for the Promotion and Production of the FARMFEST 2019 ("the Services") subject to and in accordance with the terms stated in the Tender Document, the Terms of Tender, the terms and conditions set out in the said General Conditions of Contract and Special Conditions of Contract, and the Services Specification stated in Schedule 2.

2. I/We submit with this tender a detailed proposal of the Services to be rendered by me/us ("the Proposal") to satisfy all the requirements described in Schedule 2 , and I/We agree that this Proposal shall be incorporated into the Contract should I/We be awarded the Contract stipulated.

3. I/We do hereby agree to carry out any or all of the Services specified in the Schedule and mentioned in the Proposal which may, during the Contract period or any extension thereto be required, by or on behalf of the Director of Marketing and the Organizing Committee to be carried out, at the prices quoted by me/us in Schedule 4, inclusive of ALL necessary costs for completion of the services under acquisition and free of all other charges, subject to and in accordance with the terms and conditions of the Tender Document, the Terms of Tender, the General Conditions of Contract, the Special Conditions of Contract and the Services Specification stated in Schedule 2.

4. I/We also certify that the particulars given by me/us below, are correct:
   (a) Business Registration Certificate (No._____)
   (b) The date of expiry of my/our/the Company's Business Registration Certificate is:

   _____

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

   Policy No. _____

   Name of Insurance Company_____

   Period covered by the Policy is from _____ to _____

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

5. I/We agree to abide by this Invitation to Tender for the period of ninety (90) days from the date fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

6. This tender, together with the written acceptance thereof by the Director of Marketing shall constitute a binding Contract between us.

7. I/We understand that the Director of Marketing is not bound to accept the lowest or any tender he may receive.

8. I am/We are duly authorised to bind the said Company hereinafter mentioned by my/our signature(s).

- or -

I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein by my/our signature(s).

9(a) If business is sole proprietorship:

Signature _____

Name in Block Letter _____

Address _____

_____

Business Registration Certificate No. : (please enclose a copy) _____

Identity Card No. (please enclose a copy)_____

Telephone No. _____ Facsimile No. _____

(b) If business is a firm or other body unincorporated:

Name of Partners: _____

(in Block Letters) _____

_____

Residential Addresses: _____

(in above order) _____

_____

Address of registered office: _____

(in above order)_____

Telephone No. _____ Facsimile No. _____

(in above order)_____

Business Registration Certificate No.: (please enclose a copy) _____

Identity Card Nos. (please enclose a copy): _____

(in above order) _____

Name(s), post(s)/title(s) and address(es) of person signing:_____

_____

Name and signature of authorised person:

_____

Company Chop:

N.B.: If written partnership agreement, please produce.

(c) If business is a body incorporated:

Name of body incorporated: _____

Address of registered office: _____

_____

Telephone No. _____ Facsimile No. _____

Business Registration Certificate No.: (please enclose a copy)_____

No. of Certificate of Incorporation: _____

Directors' name and Signature : _____

_____

Name and Signature of Authorized Person : _____

_____

Company Chop:

N.B.: Please produce Memorandum and Articles of Association for reference.

Dated this _____ day of _____

Note (i) All the particulars required above must be provided.

(ii) Strike out clearly alternatives which are not applicable.

**Schedule 1**

# Proposal for FARMFEST 2019

## Objective

To showcase quality local agricultural and fishery products, connect farmers and consumers, boost consumers' desire to buy local products and to increase public awareness on a sustainable local agricultural and fisheries industry.

## Nature

Agricultural carnival featuring the biggest farmers' market in town, a bazaar offering a variety of organic and health products, an exhibition and photo spots zone, fun-filled performance, attractive games and traditional culture events.

## Venue and Dates

4 January 2019 – 6 January 2019 (Friday - Sunday) at Fa Hui Park, Mongkok
(2 football pitches + 3 basketball courts + 4 volleyball courts)

## Organizing Committee

An independent Organizing Committee (OC) comprising F/MAB members, representatives from F/VMO and members from agriculture and fisheries and other related disciplines. The OC will be responsible for overseeing the planning and production of the FARMFEST.

## Secretariat to OC

The OC Secretariat will be provided by the AFCD.

## Highlights of FARMFEST

### *Booths*

An estimated total of 390 booths offering local farm products, health products and other commodities:

***Local Organic Vegetable Zone (70 booths)***

- Operated by local organic farmers selling fresh organic fruits, vegetables and mushrooms.
- Farms must be certified by Hong Kong Organic Resource Centre (HKORC) or by other recognized certifying authorities.

***Local Accredited Vegetable Zone (12 booths)***

- Operated by vegetable marketing co-operative societies or farms promoting local

accredited vegetables.

***Local Premium Vegetable Zone (40 booths)***

- Operated by local farmers selling premium vegetables, mushrooms and hydroponic vegetables.

***Premium Ornamental Plant Zone (22 booths)***

- Operated by local gardens and nurseries selling cut flowers, potted ornamental plants/orchid plants and accessories.

***Premium Fisheries Product Zone (78 booths)***

- Operated by local fishermen and accredited/organic fish farmers selling live/chilled fish, frozen fisheries products, dried fisheries products and salted fish.

***Sponsored Commercial Zone (156 booths)***

- 144 booths operated by local companies selling various food products (such as snacks and drinks, health food and CNY delicacies), sauces/seasonings, cooking utensils and household products, etc.
- 12 booths (4 near the stage with 3m x 6m x 2.75m height + 8 near the exhibition area with 3m x 3m x 2.75m height) catering instant refreshments and meals to visitors.

***Education Zone (12 booths)***

- Operated by organizers (AFCD and F/VMO) and related organizations (e.g. Federation of Vegetable Marketing Co-operative Societies, Ltd., New Territories Chicken Breeders Association Ltd., HKORC and Hong Kong Livestock Industry Association) for promoting local agriculture and fisheries industry.

***Carnival Programmes***

- A covered exhibition zone **(24 meters x 12 meters)** featuring a 3-D vegetable field and fish farm for exhibiting quality local products and allowing visitors to see the exhibits and take pictures in a comfy environment.
- Stage traditional cultural performance, gourmet events, Chinese New Year delicacies cooking demonstration and so on.
- Pop singing and dancing

**Publicity**

- Social media (Facebook, Instagram)
  - The target audience are young families / generations.
  - Posting series of videos highlighting producers' efforts and consumers' pleasure in meeting farmers and buying their products.
- Electronic media (TV and radio)

  - Habitual visitors and general public as the target.
  - Commercial advertising, attending talk programmes.
- Free channels
  - e-channels of the Government and friendly organizations, mobile applications.
  - Posters in MTR stations, residential estates, government venues and community centres.

**Green measures**

- Adhere to the green measures outlined in "A Waste Reduction Guidebook for Large Scale Event Organisers" published by Environmental Protection Department such as setting up recycling stations in the venue and deploying green ambassadors to promote clean recycling.
- Devise and implement measures on both cooked food vendors and visitors to reduce use of one-off plastic cutleries and plastic / foam containers.

**Budget**

The budget comes from F/VMO and the commercial booth sponsors which include:

- Food catering and related companies;
- Cooking utensils/household products companies;
- Sauces and seasoning companies;
- Health/natural food companies.

- End -

**Schedule 2**

# Services Specification for FARMFEST 2019

## Contractor's Obligations

1. The Contractor is obliged to observe and follow guidance and instructions from the Organizing Committee or the Director's Representative with respect to the promotion of the FARMFEST. The Contractor shall, at the Contractor's own expenses apart from the Project Fee payable by the Director to the Contractor so agreed, undertake the following tasks :-

   (a) conceptualize and propose to the Organizing Committee for consideration the promotion, advertising and publicity programs, campaigns / activities and implementation plan as prescribed in the proposal in Schedule 1 and as appropriate with respect to public relations and communication of the whole event including the complementary promotional campaigns / activities, advertisement before and during FARMFEST, the opening ceremony and its rundown, reception services for the opening ceremony, stage and street interactive programs / activities, as well as the promotion, production, setting up and operation of the covered exhibition area featuring the theme agricultural and fisheries topics, including but not limited to the 3-D vegetable field and fish farm, models, iconic images and audio-visual shows of farmers and farms, etc. and any other related aspects of services identified by the Organizing Committee;

   (b) conceptualize and propose to the Organizing Committee for consideration a sponsorship program, seek and secure a net sponsorship (net amount after deducting the sponsorship commission fee from the total sponsorship money) with a lump sum of at least $1.7 million recruited from commercial sponsors using the assorted sponsored commercial zones and from any other means of utilizing the event and/or venue for obtaining sponsorships on the package and terms endorsed by the Organizing Committee. When the total sponsorship money exceeds $1.7 million, half of the excess amount of money will be paid as sponsorship commission fee to the Contractor. An illustration is given below:-

   Sponsorship Commission Fee

| Total sponsorship money ($ million) | Sponsorship commission fee ($ million) | Net sponsorship ($ million) |
|---|---|---|
| 2.4 | 0.35 | 2.05 |

| | | |
|---|---|---|
| 2.2 | 0.25 | 1.95 |
| 2.0 | 0.15 | 1.85 |
| 1.8 | 0.05 | 1.75 |
| 1.7 | 0 | 1.7 |

i the Contractor shall arrange for and manage recruitment of booth operators, collection of fees and allotment of booths;

ii the Contractor is required to submit information including but not limited to the name of the authorized persons, contact addresses and telephone numbers in respect of the sponsors and vendors operating in the sponsored commercial zone in FARMFEST 2019;

iii the Contractor shall maintain a traceable record of all companies/organizations/entities including those that are approached by the Contractor and those that approach the Contractor for sponsorship. The Contractor should disclose all of this record to the Director's Representative upon his/ her request; and

iv the contractor shall not, whether by himself or his sub-contractor, or by any person employed by him, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the services in the recruitment of sponsors without knowledge and proper approval in writing by the Director's Representative under this Contract.

(c) plan, organize, co-ordinate and manage, in strict accordance with the timing, format and requirement specified and within the budget of costs endorsed by the Organizing Committee, for the acquisition on behalf of the Director of all labour, services, materials, equipment, fixtures, structures, installations and facilities required for the smooth and proper promotion and conduction of FARMFEST (including the opening ceremony and its rundown, reception services for the opening ceremony, stage and street program) and complementary campaigns/activities in respect of but not limited to: -

i. production and dissemination of promotion, advertising, publicity and reference materials (e.g. posters, invitation cards, program booklets which should be printed on recycled paper with environmental friendly ink, conspicuous banners with QR code for visitors to download the program booklets/event information, slogan etc.) for the FARMFEST and related programs and activities including those for recruitment of commercial sponsors and booth operators.

ii. devising and conducting a stage program with a variety of local elements in it (including traditional culture performance, gourmet events, Chinese New Year delicacies cooking demonstration, cooking show featuring local

delicacies, Fai Chun calligraphy, Chinese opera and music, pop songs and dancing, Chinese tea tasting and so on). The stage program shall contain at least 5-6 variety of programs where visitors would get involved and participate on stage. The stage program shall operate daily for 4 hours from 11:00 to 17:00;

iii. providing adequate on-site staff to manage and operate the exhibition area daily for 10 hours from 10:00 to 20:00, to devise and conduct an interactive street program with local carnival and fun-filled element at the FARMFEST venue. The on-site staff would be responsible for managing the exhibits, handling general enquiries and assisting visitors to take photos;

iv. devising a strategy to promote FARMFEST through social media, online media and website, setting up, administering, managing and maintaining FARMFEST website, Facebook page and other social media platform, including deploying story boards, creating posts with videos, photos and text, responding to posts, handling enquiries and conducting meetings throughout the contract period. The contractor is required to work with and offer assistance to the Director and Organizing Committee in producing promotional materials and information related to FARMFEST;

v. obtaining of necessary permits/licences from authorities concerned for the promotion and conduction (including permits/licences for booth operators for selling and conducting business with their commodities, running of the stage/ street program, etc.) of the FARMFEST and its related programmes and activities;

vi. taking up of adequate and appropriate insurance cover for the FARMFEST throughout the period from setting-up to clearance and for all related event, programmes and activities (e.g. stage programme and opening ceremony) at the venue before, during and after FARMFEST and;

vii. production of a 10-minute video recording of highlights of the event and related activities in DVD format.

(d) conceptualize and propose to the Organizing Committee for consideration the conceptual design, setting and layout of the FARMFEST venue and facilities thereon including an action plan and on-site setting up schedule as appropriate in respect of venue, booths (vendor, sponsor and cooked-food), containerized offices, venue entrances and exits, stage area, market street, shading facilities for the booth areas, stage and market street, exhibition area, containerized toilets, generators and associated wiring and equipment, provision of electricity to stage, booths, market street, exhibition area, containerized toilet and office, potable water supply and cleansing area for booth and market street users, first aid

services, venue cleansing, garbage and waste recycling, collection, recording and disposal services, security services, crowd and vehicular control services, shuttle bus service, other decoration and utilization, as well as any other related aspects of services identified by the Organizing Committee;

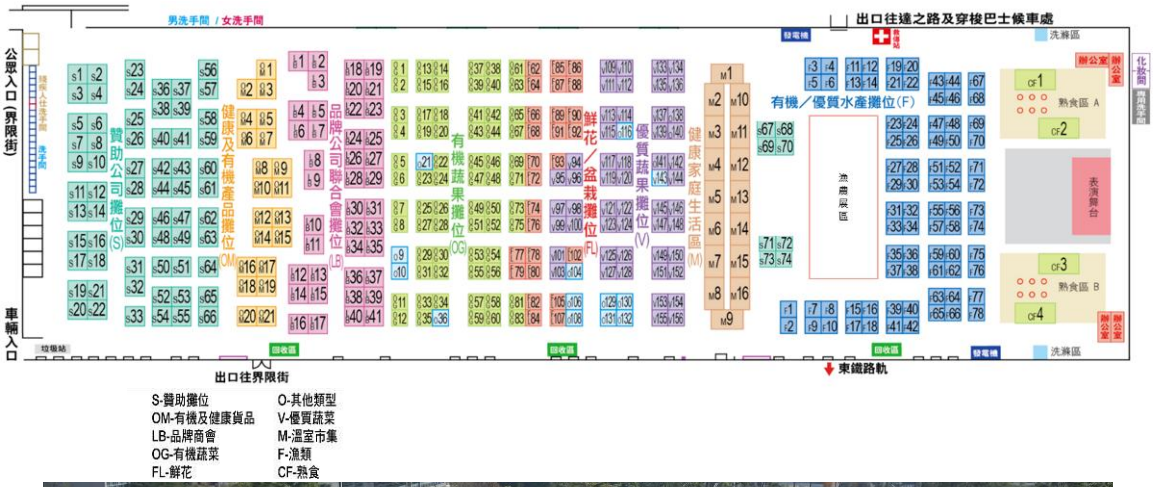
(e) plan, organize, co-ordinate and manage, in strict accordance with the timing, format and requirement specified and within the budget of costs endorsed by the Organizing Committee, for the acquisition on behalf of the Director of all labour, services, materials, equipment, fixtures, structures, installations and facilities required for the smooth and proper production, and conduction of the FARMFEST in respect of but not limited to -

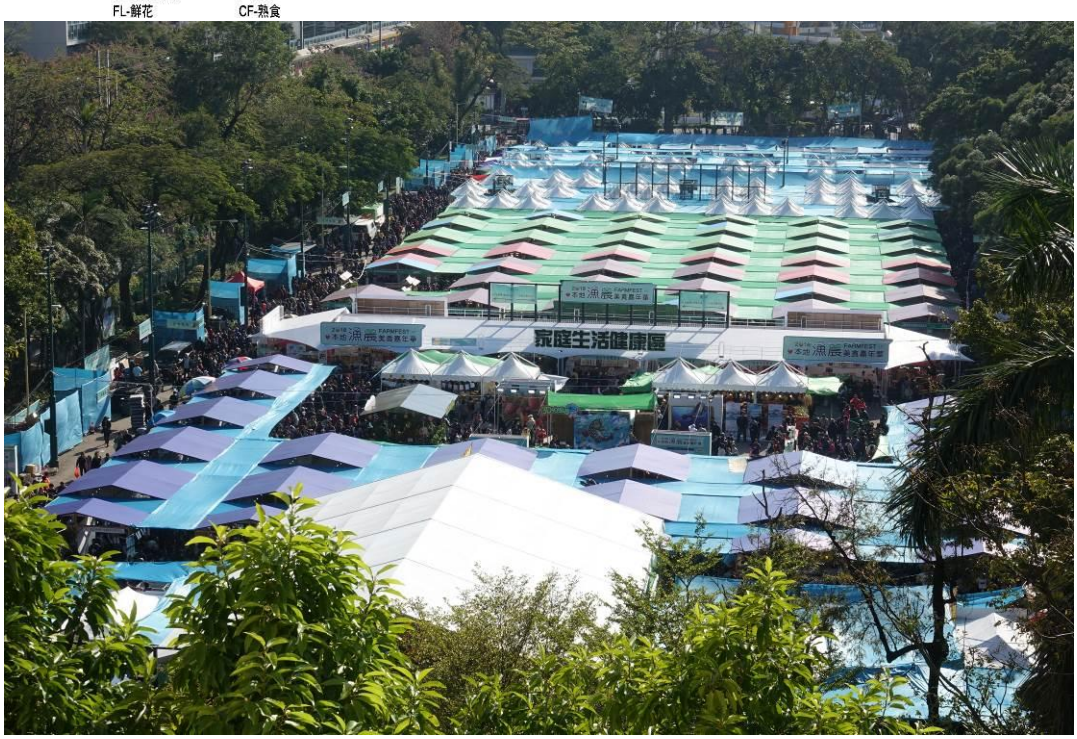
i. setting up and decoration of the venue and facilities thereon including the booths (vendor, sponsor and cooked-food), containerized offices, venue entrances and exits, stage area, market street, shading facilities for the booth areas, stage and market street, exhibition area, containerized toilets, generators and associated wiring and equipment, provision of electricity to stage, booths, market street, exhibition area, containerized office and toilets, potable water supply and cleansing area for booth and market street users, first aid services, venue cleansing, garbage and waste recycling, collection, recording and disposal facilities and services, security services, crowd and vehicular control services, shuttle bus service, other decoration and utilization, utilities supply and connection. All materials used should meet the fire prevention requirements of the Hong Kong Government and international standards. All structure erected should meet the prevailing requirement of the Hong Kong Government. The following types of booths with fascia shall be set-up at the venue following the venue layout plan (not to scale) and aerial view-photo of the venue from past event in Annex 1.

| Booth types | Estimated numbers | Dimensions | Construction Materials |
|---|---|---|---|
| Agricultural/Fisheries | 234 | 2.5m(W) x 2.5m (L) x 2.5m (H) from the roof bottom | Wooden/ metallic frame with canvas laid triangular roof. |
| General commercial booths | 128 | 3.0m (W) x 3.0m (L) x 2.75m (H) from the roof bottom | Metallic (e.g. Aluminum) frame with canvas laid pyramidal roof and ground protection. |
| Commercial booths at Market Street | 16 | 2.5m(W) x 2.5m (L) x 2.5m (H) from the roof bottom | Wooden / metallic frame with cover, ground protection, |

| | | | |
|---|---|---|---|
| | | | design and decoration of an iconic market street. |
| Commercial booths catering instant refreshments and meals | 12 | 4 in number with dimension of 3m (W) x 6m (L) x 2.75m (H) from the roof bottom<br>8 in number with dimension of 3m(W) x 3m (L) x 2.75m (H) from the roof bottom | Metallic (e.g. Aluminum) frame with canvas laid triangular roof and ground protection. |
| Total | 390 | | |

Annex1: Venue Layout Plan and Aerial View-photo of the Venue from Past Event




ii. setting up of 4 numbers of 200-amp 3-phase electricity generators for provision of temporary electricity with the objective to meet the power demand of the venue at any time during the event. For electricity supply, each booth / exhibition area / stage / office / containerized toilet / market street, etc. shall install with the relevant sockets and equipment and an earth leakage circuit breaker (ELCB) such that electrical failure in one area should not affect the other areas in the venue;

iii. setting up of adequate water supply and drainage points as washing area in the venue;

iv. setting up and decoration of a covered stage area (about 20m x 15m) with

a stage of dimension of 5m (W) x 14m (L) x 1m (H), PA /audio-visual working area and a backdrop of 14m (L) x 4.5m (H). The stage area shall be constructed with metallic materials. About 200 chairs should be set in front of the stage.

v. hiring and deployment of sufficient security guards to carry out 24-hr security services, crowd and vehicular control at the venue throughout the FARMFEST period from setting-up to clearance of the venue. Prior to FARMFEST, the contractor shall engage uniform groups to strengthen security at the venue during the event;

vi. arrangement of free shuttle bus service every quarter hour from 10:00 – 20:00 every event day to circulate between Shek Kip Mei MTR Station and the event venue to cater for visitors' use;

vii. provision of sufficient temporary containerized office, containerized toilets, garbage and waste collection, recycling, recording and disposal facilities and services as well as cleansing services at the venue during the event;

viii. devising a green strategy for the event by following "A Waste Reduction Guidebook for Large Scale Event Organisers" published by Environmental Protection Department. The measure shall include but not limited to the following actions: reduce the use of one-off plastic cutleries and plastic / foam containers by the cooked food vendors and purchasers. The contractor should devise ways such as withdrawing any guarantee deposit collected from the vendors to effectively implement such measure; setting up of 3 recycling stations (6 meters x 2 meters each) with adequate and conspicuous direction signs or banners showing the vendors and the public about the location of recycling stations in the venue; providing in each recycling station recycling containers for paper (including but not limited to booklet recycle box), plastic bottles, metals and food waste at the venue; collection and disposal to places designated by Environmental Protection Department or relevant organizations of other recyclables, including but not limited to wooden crates/ pallets, fluorescent lamps, cartoon boxes, food wastes etc. The contractor shall ensure that there are sufficient Green Ambassadors to man the recycling stations and educate the vendors and the publics about clean recycling.

ix. provision of daily measurements and records on general refuse generation and breakdown of recyclable collection and reporting to the Director. The collected data about the general refuse and the recyclable shall be summarized in a table format and submit one week after the completion of the event. The contractor shall be responsible for arranging weighing, transportation and labour to delivery of recyclables to relevant recycling

facilities designated by Environmental Protection Department / relevant organization.

x. obtaining necessary permits/licences from authorities concerned for the production and conduction of the FARMFEST;

xi. provision of logistics and transportation facilitating the smooth moving-in and moving-out of the venue by working staff/subcontractors/booth operators/sponsors/any other contractors/subcontractors as instructed from the Organizing Committee or the Director's Representative throughout the FARMFEST period from setting-up to clearance of the venue;

xii. taking up of adequate and appropriate insurance cover for the FARMFEST throughout the period from setting-up to clearance of the venue and facilities including but not limited to the booths, venue entrance and exits, stage area, exhibition area and market street;

xiii. overall control and management of the venue, and incidents, and services thereon, in consultation with the Director's Representative or the Organizing Committee from setting-up to clearance of the venue;

xiv. clearing and cleaning of the venue and facilities including but not limited to booths, venue entrance and exits, stage area, exhibition area and market street within 48 hours from the eventual closure of the FARMFEST by removing and disposing properly of all wastes, materials, properties, belongings, equipment, fixtures, structures, installations and facilities away from the venue; and

xv. repairing/ making good of any damages to the venue and restore the venue to its original state to the satisfaction of the Leisure and Cultural Services Department. All costs and expenses incurred in this connection shall be recoverable as a debt from the Contractor to the Director.

(f) plan, organize, co-ordinate and manage, in strict accordance with the timing, format and requirement specified and within the budget of costs endorsed by the Organizing Committee, for the acquisition on behalf of the Director of all labour, services, materials, equipment, fixtures, structures, installations and facilities required for the smooth and proper production, promotion and setting up of an exhibition area for FARMFEST in respect of but not limited to:-

i. design, production, setting up and maintaining a covered exhibition area with decorations for FARMFEST 2019 in an area of about 24 meters x 12 meters including use of materials and structures that comply with the prevailing regulations on fire prevention, safety and so on as well as provision of utilities supply and connection. This area will contain a 3-D

vegetable field and fish farm and models for visitors to see exhibits and take pictures, photo gallery featuring iconic images and audio-visual shows of farmers' portrait and farm picturesque which capture the moment with story behind and show the value of local farming. These photos and videos will be produced by contractor and other parties assigned by AFCD. The photos should be framed properly and spotlighted with adequate lighting. The audio-visual shows should be properly displayed with proper audio-visual system. The covered exhibition area shall contain adequate lighting and ventilation systems for accommodating about 100-150 visitors.

ii. setting up, design, decoration and production of the 3-D vegetable field and fish farm including path(s), walkway(s), ground cover, soil and display the following items: a) live crop plants, b) a farm transporter (農夫車) of size of 2.98 meters (L) x 1.19 meters (W) x1.25 meters (H) (items (a) and (b) shall be provided by the AFCD), c) 2 units of LED televisions and audio systems for TV connections to displaying videos, d) 3 acrylic fish tanks of adequate size for fish display with suitable filtration and disinfection facilities and adequate lighting. e) 10 vegetable and fish models of various sizes (up to 1 metre x 1 metre x 1 metre) using light yet durable materials which are safe for visitors to touch and hold for photo taking, f) other vegetable and fish models provided by AFCD/VMO/FMO. The Contractor shall be responsible for transporting items back and forth between AFCD/VMO/FMO and the FARMFEST venue;

iii. setting up, design, decoration and production of artistic plant boxes for displaying various vegetables or herbs in pots or baskets for decoration purpose. Crops with fruits of various colours and shapes from seedlings to harvesting stage shall also be integrated into the plant boxes for displays. The plants in pots shall be provided by the AFCD/VMO;

iv. taking up of adequate and appropriate insurance cover for the FARMFEST throughout the period from setting-up to clearance of the exhibition area as well as for all related programmes and activities before and during FARMFEST; and

v. clearing and cleaning of the exhibition area within 48 hours from the eventual closure of the FARMFEST by removing and disposing properly of all wastes, materials, properties, belongings, equipment, fixtures, structures, installations and facilities away from the exhibition area.

(g) submit, within one month after the completion of the FARMFEST project, to the Director's Representative an Evaluation Report on the Services so provided

with the auditor's report and audited financial statements covering all income/expenditure items concerning the project.

2. The Contractor should provide draft 2-D layout(s) and relevant 3-D drawings / computer graphics with indication of dimension/materials to be used of his/her proposal.

3. For the acquisitions required above, the Contractor must at least obtain three tenders for consideration, and be obliged to select service providers of the lowest tender unless the Contractor can provide justifications to the satisfaction of the Director's Representative or the Organizing Committee for selecting service provider with higher tender.

4. The Contractor should provide certification on safety, fire proof, structure and other relevant matters concerning all the exhibits including electrical work as well as related insurance as required by government departments and/or by the laws of HKSAR at his/her own cost. The exhibits, the certification and insurance must be ready for inspection one month before the start of FARMFEST 2019.

5. The Contractor is responsible for transportation and on-site set up of the booths, stage, market street as well as other decorations, structures and utilities at Fa Hui Park, Mongkok according to the time frame specified by the Director's Representative. After the event, the Contractor is responsible for the dismantling, removal and disposal of the booths, stage, market street as well as other decorations, structures and utilities within the time frame specified by the Director's Representative.

6. The budgeted expenditures for the promotion including works and services in (a) to (c) shall be around $1.4 million, whereas the budgeted expenditures for the production including works and services in (d) to (g) shall be around $3.5 million.

**Schedule 3**

## Guidelines on Submission of Proposal for FARMFEST 2019

(1). Suppliers should provide the following information:-

(a) Number of years of relevant job experience and proof in successfully delivering project(s) of similar nature and scale as the FARMFEST, and in seeking commercial sponsorship for the project(s). **The closing date of this tender will be the cut-off date for calculation of years of experience**;

(b) To demonstrate a full understanding of the service requirement, the Supplier shall submit a proposal for the followings:-

(i) The promotion, advertising and publicity programs and implementation plan as prescribed in the proposal in Schedule 1, services specification in Schedule 2 and as appropriate of the whole event including the complementary promotional activities before and during FARMFEST, the opening ceremony and its rundown, opening ceremony reception and stage and street interactive programs of the FARMFEST;

(ii) Complementary promotional activities, publicity and advertising programmes including the use of social media as prescribed in the services specification in Schedule 2;

(iii) For securing a net sponsorship with a lump sum of at least $1.7 million from potential commercial sponsors for the event;

(iv) Promotion and production of the decorated and covered exhibition area with a 3-D vegetable field and fish farm and models for visitors to see exhibits and take pictures, a photo gallery featuring iconic images and audio-visual shows of farmers' portraits and farm picturesque that would attract the visitors to learn more about value of local farming;

(v) The theme and special features of attraction of the whole event in particular on the conceptual design, setting and layout of the FARMFEST venue and facilities thereon including booths (vendor, sponsor and cooked-food), venue entrance and exits, stage area and market street;

(vi) Provision of facilities including containerized offices, shading facilities for the booth areas, stage and market street, containerized toilets, use of generators and associated wiring and equipment for the provision of electricity to booths, stage, market street, exhibition area, toilet and office, potable water supply, cleansing area for booth and market street users, garbage and waste collection, recycling, recording and disposal facilities;

(vii) Measures and contingency plan for on-site management/problems/emergencies in regard of venue security, crowd and vehicular control, first aid services, venue cleansing, collection, recycling and removal of garbage/wastes and overall venue

cleansing after the event, latrine facility, power and water supply;

(viii) Shuttle bus service; and

(ix) Green measures following "A Waste Reduction Guidebook for Large Scale Event Organisers" published by Environmental Protection Department, energy saving measures, etc. to be implemented at the FARMFEST venue.

(c) An account of budgeted income and expenditures for the proposal.

(2). Information provided in the proposal will form part of the tender to be evaluated by the Organizing Committee. Tenders failing to submit any proposal will not be considered further in the tender assessment. Suppliers may also include other materials as appropriate to facilitate consideration of its offer by the Organizing Committee. If the proposal is accepted by the Organizing Committee, it will be legally binding on the successful Supplier and form part of the Contract.

(3). Short-listed Suppliers may be required to present their proposals to the Organizing Committee at the date, time and place as specified by the Director's Representative.

**Schedule 4**

# Schedule of Rate

## Project Fee
## Provision of the Services for the Promotion and Production of the FARMFEST 2019

To: Director of Marketing

I/We,

having read the terms stated in the Tender Document, hereby offer to provide services for the Promotion and Production of the FARMFEST 2019 at the following fees:

The Project Fee

At a total amount of HKD_____
(HK$ )

| | | |
|---|---|---|
| Authorised Signature | : | _____ |
| Name of Person Authorised to Sign (in Block Letters) | : | _____ |
| Name of Supplier in English (in Block Letters) | : | _____ |
| Address | : | _____ |
| | | _____ |
| Tel. No. / Fax No. | : | _____ / _____ |
| Date | : | _____ |

**Schedule 5**

# Marking Scheme for Assessment of Tender

A weighting of 30% for the Technical Proposal and 70% for the Price Proposal will be adopted for the purpose of assessing the conforming tenders received.

**Stage 1: Technical Assessment** (weighting 30%)

| | **Assessment Criteria** | **Marking Yardstick** | **Mark obtained by tenderer** |
|---|---|---|---|
| 1 | Job experience (Max: 7 marks)<br>Relevant experience in successfully delivering project of similar nature and scale as the FARMFEST, in dealing with on-site problems contingency /emergencies, and in seeking commercial sponsorship for the project. | 6-7 – Superior<br>3-5 – Good<br>1-2 – Fair<br>0 – Inexperienced | |
| 2 | Theme, design and production of the venue (Max: 7 marks)<br>Proposed theme and special features of attraction of the venue in particular on the conceptual design, setting and layout of the FARMFEST venue and facilities thereon including booths, venue entrance, stage area, market street and covered exhibition area. | 6-7– Superior<br>3-5– Good<br>1-2 – Fair<br>0 – Unacceptable | |
| 3 | Promotion, advertising and publicity programs (Max: 7 marks)<br>Proposed promotion, advertising and publicity programs and implementation plan as appropriate for the whole event. | 6-7– Superior<br>3-5– Good<br>1-2 – Fair<br>0 – Unacceptable | |
| 4 | Commercial sponsorship (Max: 6 marks)<br>Proposed sponsorship program for seeking and securing a net sponsorships with a lump sum of at least $1.7 million. | 5-6 – Superior<br>3-4 – Good<br>1-2 – Fair<br>0 – Unacceptable | |
| 5 | Environment-friendly measures (Max: 3 marks)<br>Proposed green measures following "A Waste Reduction Guidebook for Large Scale Event Organisers" published by Environmental | 3 – Superior<br>2 – Good<br>1 – Fair<br>0 – Unacceptable | |

| | Assessment Criteria | Marking Yardstick | Mark obtained by tenderer |
|---|---|---|---|
| | Protection Department, energy saving measures, etc. to be implemented at the FARMFEST venue and in the promotional, advertising and publicity programs before and during FARMFEST. | | |
| | **Total** | **30 (Passing mark: 15)** | |

**Stage 2: Price Assessment** (weighting 70%)

Upon completion of the technical assessment, the fee information of **tenders that have passed Stage 1 assessment** will be assessed according to the formulae stated below-

Project Fee Score (weighting 70%)

$$\text{Project Fee Score} = 70 \times \frac{\text{Lowest fee among all quotation offers which have passed the technical assessment}}{\text{fee of the quotation offer being considered}}$$

**Stage 3: Calculation of Total Score**

Total Score = Technical Score + Project Fee Score

Normally, tender with the highest Total Score will be recommended for the award of the contract.

## Schedule of Compliance

Suppliers shall complete the 'Schedule of Compliance' provided in respect of the offer. Should alternative offer(s) be included, separate 'Schedule of Compliance' should be completed accordingly. Failure to complete the 'Schedule of Compliance' will invalidate the tender. Suppliers are requested to confirm in the 'Schedule of Compliance' that offers submitted comply with the required specification in every respect. If an offer does not conform to the tender specification, Suppliers should provide full details of their alternative offer, but the Director reserves the right to accept or reject any such offer.

* **Delete as appropriate**

**I / W**e***** confirm that the services offered *** is / is not** totally in compliance with the required specifications.

N.B.: Should the services offered is not totally in compliance with the required specifications, Suppliers should provide details below.

| Clause | Deviation |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Note: Details must be given should the offered services differ from the required Specification.

Authorized Signature : _____

Name of Person Authorised to Sign (in Block Letters) : _____

Name of Supplier in English (in Block Letters) : _____

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

Date : _____

**Farm Development Division**
**Agriculture, Fisheries and Conservation Department**
**(Attn: Ms. Rebecca LEE)**
**Fax: 2679 5443**

**Reply Slip for Briefing Session**
(Please return the Reply Slip on or before 17:00 on 14 June 2018, Thursday)

**for**

**Provision of Services for the Promotion and Production of the FARMFEST2019**

Representative of _____(Name of Company) will attend the briefing section to be held at Conference Room, 1/F, Cheung Sha Wan Wholesale Vegetable Market, 757 Lai Chi Kok Road, Cheung Sha Wan, Kowloon at 3:30 pm on 15 June 2018 (Friday).

The representative(s) is/are:

| Name | Contact Phone No. |
|---|---|
| | |
| | |
| | |

**Name of Company:**

---

**Company Chop:**

---