

Tender for Automatic Edible Oil Packaging System

(Ref: EM00059)

Nov 2019

Part I – General Specification

1. Introduction

Hong Kong Productivity Council (hereinafter referred to as “HKPC”) is a statutory organization established in 1967 to promote productivity excellence and enhance the value-added content of products and services.

HKPC is now looking for qualified supplier(s) (hereinafter referred to as “the Supplier” / “Tenderer”) to design, fabricate and install an Automatic Edible Oil Packaging System (hereinafter referred to as “the Services / the Items”).

HKPC will go through an open tender to invite qualified Suppliers and will enter into contract with the selected Supplier based on the terms and conditions of this tender document (hereinafter referred to as “the Tender”).

2. Tender Procedures

2.1. Clarification of Tender

For enquiries, please contact the following person:

Moon MA, (Officer, Procurement)
Finance and Procurement Division
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Timothy TO, (Manager, Procurement)
Finance and Procurement Division
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Any clarification questions must be sent by using the Annex 1 – Clarification Question from Tenderer via email to moonma@hkpc.org on or **before 8 November 2019 HK Time**. The questions with the answers will be posted on HKPC’s website www.hkpc.org. In this event anonymity will be maintained. Late enquiries may not be considered.

2.2. Submission of Tender Proposals

Based on “Part II – Technical Specification” and “Part III – Fee Specification”, your tender should be completed in two proposals, namely “Technical Proposal” and “Fee Proposal” with **one set of original document, one set of duplicate document and one soft copy on CD ROM/USB Drive for each Proposal**, which should be:

- sealed and returned by hand in two plain envelopes with the provided Cover Sheet stuck on each of the two envelopes;
- marked with “Technical Proposal” or “Fee Proposal” on the envelopes;
- marked with the tender reference and closing date on the envelopes; and
- **submitted not later than 12:00 noon, 19 November 2019 (HK Time).**

Both the hard copies and soft copy of the documents must be submitted in their separate envelopes of Technical and Fee Proposal respectively.

Late tenders may not be accepted.

2.2.1. The Technical Proposal should include at least the following:

- Tender Submission Form
- Copy of valid Business Registration Certificate or equivalent documents
- Copy of insurance certificates such as Public Liability, Employee Compensation listed on Section 5
- Annex 2 - Confirmation Letter for Compliance with Anti-Collusion Clauses
- Documents and information required in “Part II – Technical Specification”
- Copy of audited financial statements for the last three financial years, such as income statement and balance sheets, directors and auditors reports, cash flow statements
- Application Form for Inclusion in HKPC Suppliers List (if you are not registered to HKPC suppliers list), you may submit the application via our online registration system (website: <https://www.hkpc.org/en/about-us/tender-information/supplier-registration>)
- NO PRICE OR COST should be included in “Technical Proposal”, otherwise the tender may not be considered

2.2.2. The Fee Proposal should include at least the following:

- Schedule and Offer Form
- Reply to “Part III – Fee Specification”

3. General Requirements

3.1. Terms of Payment

Payment will be made by electronic means (e.g. bank transfer with 30 days credit against invoice) after completion of goods / services delivery supported by HKPC's acceptance, unless otherwise specified. Payment schedule:

- 供應商完成所有細節設計及得到客戶確認後，30 天內支付總金額的 35%；
- 供應商通過設備出廠前驗收測試（FAT），30 天內支付總金額的 20%；
- 設備出廠後運送到達生產力局指定交貨地點，30 天內支付總金額的 5%；
- 供應商完成設備在客戶現場的安裝和順利試產 1 個月後，30 天內支付總金額的 10%；
- 系統於客戶使用現場通過用戶驗收測試（UAT）後，30 天內支付總金額的 20%；
- 系統於客戶使用現場通過用戶驗收測試後 6 個月，30 天內支付總金額的 10%。

3.2. Validity of Quoted Fees

The fees provided by the Supplier in “Part III - Fee Specification” shall be valid from date of tender submission to the end of the tender appointment period. No change shall be made without the prior consent of HKPC.

3.3. Termination Policy

The appointment may be terminated by HKPC on giving one month prior written notice to the Supplier.

Without prejudice to any other remedy HKPC may have against the Supplier, HKPC shall have the right to terminate the contract immediately if the Supplier:

- (a) is wound up or is petitioned to be wound up, commits an act of bankruptcy or compound or arrange with its creditors or have a receiving order made against it or being a limited supplier enters into compulsory or voluntary liquidation (except for the purposes of amalgamation or restructure only).
- (b) refuses or prevents the furnishing of services / goods under the contract.
- (c) breaches or violates any of the terms and requirements contained in the contract.

3.4. Confidentiality

The Supplier shall at all times keep confidential (and to procure that its respective employees shall keep confidential) any confidential information which it may acquire in relation to HKPC, its clients, business or affairs and shall not use or disclose such information except with the consent of HKPC or in accordance with the order of a court of competent jurisdiction provided that the obligations of the Supplier contained in this clause shall cease to apply to any information coming into the public domain otherwise than by breach by the Supplier of its obligations contained in this clause and that nothing herein shall prevent the Supplier from disclosing any such information to the extent required in or in connection with legal proceedings arising out of the agreement / contract between the Supplier and HKPC.

4. Statutory Obligations

4.1. Working hours, rates of wages etc.

The Supplier shall comply with any current legislation or regulations regarding working conditions, working hours, or rates of payment to employees and accept the risk of any impending legislation or other conditions, which alters any obligations or imposes new obligations.

4.2. Compliance with Laws and Regulations

The Supplier shall ensure full compliance in accordance with the laws and regulations of the Hong Kong Special Administrative Region (“Hong Kong”).

4.3. Where applicable, the Supplier (and its sub-contractors, if any) shall ensure that all staff, labour and workers employed and engaged in the supply of the Services to HKPC are legally entitled to be so employed and engaged, and that all necessary qualification, registration, visas, licenses and permits have been obtained. The Supplier shall indemnify HKPC on demand from any losses, liabilities, costs and claims resulting from violation of or failure to comply with any terms or conditions of any qualification, registration, permits, licenses or visas or any applicable requirements of Hong Kong laws, ordinances, rules and regulations by staff, labour or workers (e.g. the “Designated workers for designated skills” provision under the Construction Workers Registration Ordinance). From time to time HKPC may require the Supplier (and its sub-contractors) to demonstrate that all necessary qualification, registration, visas, licenses and permits have been obtained for the lawful employment and engagement of staff, labour and workers in connection with the supply of the Services.

4.4. Safety precautions

The Supplier shall comply with the Labour Department's regulations for safety and health. The Supplier shall be liable for, and shall indemnify HKPC against, any expense, liability, loss, claim or proceedings whichever arising under any statute or at the common law in respect of personal injury to or death of any person, or in respect of any injury or damage whatsoever to any real or personal property in so far as such injury or damage whomever arising out of or in the course of or caused by the carrying out of the works.

HKPC premises operate an Occupational Health & Safety Management System (OHSMS) that complies with OHSAS 18001 / ISO 45001 standard.

HKPC is implementing the 'Hong Kong Productivity Council Occupational Health and Safety Policy' which can be viewed at the following link. Supplier is welcomed to contact HKPC for any queries or feedback regarding to the Policy as well as the OHSMS.

[English Version: https://www.hkpc.org/images/stories/corp_info/hkpc_ohs_en.pdf]

OR

[Traditional Chinese Version:

https://www.hkpc.org/images/stories/corp_info/hkpc_ohs_hk.pdf]

OR

[Simplified Chinese Version:

https://www.hkpc.org/images/stories/corp_info/hkpc_ohs_cn.pdf]

The Supplier shall be deemed to be aware of the 'Hong Kong Productivity Council Occupational Health and Safety Policy' and shall use its reasonable endeavour to prevent injury and ill health resulting from our operations and services,

HKPC manages its various processes fully in accordance with the requirements of the OHSAS 18001/ISO45001 standard, whilst controlling subcontractors' work processes that affect HKPC's own services conformity with requirements.

5. Insurance

5.1. Employees' Compensation Insurance

HKPC shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any person in the employment of the Supplier, save and except an accident or injury resulting from the negligence of HKPC, its agents or servants. The Supplier shall indemnify and keep indemnified HKPC against all such damages and compensation save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Compliance with the insurance provisions of this clause shall not limit or modify the Supplier's liability under the indemnity aforesaid.

The Supplier shall insure against such liability with an authorized Insurer in Hong Kong and shall continue such insurance during the whole of the time that any persons are employed by him and / or its sub-contractors and / or sub sub-contractors of each and every tier on the works and shall, when required produce to HKPC such policy of insurance and the receipt for payment of the current premium.

The Supplier's insurance under this clause shall take the form of an Employees' Compensation Insurance Policy complying with the latest requirements of the Hong Kong Employees' Compensation Ordinance and covering this Common Law liability for an unlimited amount during the period of insurance. The policy shall be in the Supplier's name with an endorsement to cover HKPC's liability under the Employees' Compensation Ordinance as "Principal Contractor" and HKPC's client as Principal ("Indemnity to Principal" Clause).

5.2. Contractors' All Risks Insurance

The Supplier shall indemnify and keep indemnified HKPC against all losses and claims in respect of injuries to any person or damage to any property whatsoever that may arise out of or in consequence of the provision of the Service and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Compliance with the insurance provisions of this clause shall not limit or modify the Supplier's liability under the indemnity aforesaid.

The Supplier shall insure against such liability with reputable Insurer in Hong Kong and shall continue such insurance during the whole of the time against any loss, damage or personal injury howsoever caused by or arising out of the works or any of its employees, contractors, sub-contractors, consultants, representative or agents and shall, when required

produce to HKPC such policy of insurance and the receipt for payment of the current premium.

The Supplier's insurance under this clause shall take the form of Contractor's All Risks Insurance with inclusion of

- HKPC as Main Contractor and the Supplier as sub-contractor and / or its sub sub-contractors to be appointed from time to time for their respective rights and interests;
- Principal – HKPC's client;
- Cross Liability Clause; and
- Principal's Property Extension.

The limit of liability in respect of such Contractors' All Risks Insurance shall not be less than HK\$20,000,000 any one occurrence and unlimited during the period of insurance.

6. Protection of properties

- 6.1. The Supplier shall take every precaution necessary to protect the public from injury or death during the course of works.
- 6.2. The Supplier shall maintain and protect all public properties of public utility companies and bear all costs incurred in making good any damage caused thereto.
- 6.3. The Supplier shall take every precaution necessary to protect adjoining properties from damage and shall bear all costs incurred in remedying damage caused through lack of proper care on its part.
- 6.4. Special precautions should be taken to protect properties of HKPC and its client(s) from damage and the Supplier shall bear all costs incurred in making good all damages caused through lack of proper care on its part.
- 6.5. The Supplier shall maintain all existing roads, footpaths, steps, etc. and reinstate any damage caused by any reason whatsoever during the progress of the works.
- 6.6. It will be the Supplier's responsibility to ensure that the roads leading to and around HKPC and its client(s) premises shall be kept free from obstruction brought about by the works on

the site and in no way shall cause any hindrance to traffic or ancillary works either by its own vehicles or by its workpeople, materials, etc.

6.7. The Supplier shall be responsible for repairing damage to private streets and access roads if deterioration occurs during the contract period.

6.8. The Supplier shall take all necessary steps to restrict the nuisance of dust and noise.

7. Handling of Materials and Garbage (if applicable)

7.1. Loading and unloading of materials

The Supplier shall take every care in the loading and off-loading of materials for the works, ensure that the streets, roads and footpaths are not obstructed or the traffic impeded and conform with the police regulations therewith.

The Supplier shall take all necessary precautions and care to cause minimal disturbances to the occupants and the usual operations of the existing building.

7.2. Removal of garbage

The Supplier shall remove garbage at frequent intervals during the progress of the works and HKPC premises shall be left clean and tidy to the satisfaction of HKPC on completion.

7.3. Treasure trove, coin, etc.

Any treasure trove, coins or objects of antiquity shall become the property of HKPC and shall be carefully removed by the Supplier and handed to HKPC.

8. Acceptance

HKPC is entitled to accept either the whole or any part of the tender at its sole discretion. HKPC is entitled to select any kind of Services / Items under the tender to meet its requirement and is not obliged to accept the lowest price bidder and to give any reasons.

9. Conditions of Tendering

- 9.1. No unauthorized alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered
- 9.2. 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.
- 9.3. HKPC is not bound to accept the lowest or any tender it may receive.
- 9.4. HKPC reserves the right to withdraw the invitation before the acceptance of any tender.
- 9.5. HKPC will not be liable for any expenses or losses which may be incurred by the Supplier in the preparation of this tender including any alternative offers.
- 9.6. Liquidated Damages
If the Contractor is unable or fails to satisfactorily complete the work and/or perform the Services in accordance with the specification and within the specified within the specified completion time under the Purchase Order, the Contractor may be subject to pay HKPC an amount of liquidated damages HK\$2,000 per day and up to HK\$120,000 for the completion time is extended.
- 9.7. Indemnity:
The Contractor shall defend, indemnify and hold harmless HKPC against any and all losses, damages, costs, actions, demands, claims or liabilities and expenses (including legal fees) incurred or suffered by HKPC arising out of or resulting in any way from any defect in the Goods or Services supplied under the Purchase Order, or from any act or omission of the Contractor, its agents, employees or subcontractors.

Part II – Technical Specification

1. Obligations of the Supplier

- 1.1. Subcontracting and / or out-sourcing the works to other sub-supplier(s) without the prior consent from HKPC is not allowed.
- 1.2. The Supplier shall meet all the terms and requirements set out in this tender document.
- 1.3. The Supplier shall provide labours, materials, equipment and tools to complete the whole project according to the schedule approved by HKPC.
- 1.4. All Items/Services are suitable for the intended purpose and shall be new and merchantable of good quality and free from all defects in design, materials, construction and workmanship.
- 1.5. All Items/Services do not violate or infringe any third party's patent, copyright (including portrait rights and moral rights), trade secret, trademark or other intellectual property rights.
- 1.6. The Supplier shall have progress meeting with HKPC periodically. The meeting venue will be in HKPC being confirmed by HKPC.
- 1.7. The Supplier shall complete the Section 3 – “Mandatory Requirements” and Section 4 – “Information to be Provided by the Supplier” in this tender document.

2. Scopes of Service

The supplier need to design the mechanical part, electronics part and software system for the automatic packaging, stacking and delivering system which can manufacture 4 kinds of oil bottles which are shown figure 1. For the details of the technical requirements, please refer to the Annex 3 - Technical Specification for an Automatic Packaging, Stacking, and Delivering System.



Figure 1: 4 types of oil bottles

3. Mandatory Requirements

The supplier is mandatorily required to complete the following table which requires full compliance in order to be considered further.

Item	Descriptions/Requirements	Comply (Yes/No)
3.1	The General Conditions of Contract and Terms of tender are fully understood and accepted	
3.2	Supplier should be capable to complete the Services/ the Items according to the requirements in Section 2 of Part II – Technical Specification, Annex 3 and Annex 4.	
3.3	Within 2 years after completion or termination of the PO, the Supplier shall not directly or indirectly approach, contact or solicit any business from the end-customer of the Project, without the prior written consent of HKPC	

Item	Descriptions/Requirements	Comply (Yes/No)
3.4	As this is a turn-key project (design and build in nature), the supplier shall take full responsibility to ensure that its developed machine, equipment or system delivered to the end-customer can meet and satisfy all specifications, functions, user requirements, acceptance standard and criteria agreed by both parties, at the fixed costs set out in the PO. The supplier shall assume full liability for any design defect or incapacity of its developed machine, equipment or system delivered to the end-customer.	
3.5	Supplier should provide the quotation based on HKPC's system description stated on the Tender. The suggestion on design improvement is welcome. The supplier should be in line with conceptual version unless the supplier object it or finds the potential risk to work as expected. If that, the supplier should point out and provide the proposed system conceptual design.	
3.6	Delivery, Installation, Testing and Commissioning of the System at HKPC's designated client sites in Hong Kong. Supplier should provide FAT and UAT reports. Refer to Part 1 - Section 8 of Annex 3	
3.7	Supplier should provide drawings, operation manual and user training to HKPC's client.	
3.8	Supplier should provide on-site inspection and maintenance within 24 hours when system break down and unable to be fixed with remote control. Refer to Part 1 - Section 9 of Annex 3	
3.9	Supplier should provide one year warranty period for whole system including both hardware, software and onsite maintenance upon satisfactory acceptance by HKPC. Refer to Part 1 - Section 9 of Annex 3	
3.10	Delivery to HKPC's client sites (Hong Kong) Delivery location: 1/F, Hop Hing Building, 9 Ping Tong Street East, Tong Yan San Tsuen, Yuen Long, N.T., Hong Kong	

4. Information to be Provided by the Supplier

A total score of 100 will be assigned in this Section. The passing mark is 60. Only tender(s) getting at least 60 marks will be considered further.

4.1. Supplier profile (30 marks)

Please provide your company information including background information, year of establishment, product profile, number of staff, and factory information including factory size and scale.

4.2. Clients reference (30 marks)

Please provide 3 largest projects related to automatic edible oil packaging system/ automatic food processing machine in the past 5 years. Contract, project sum, and photo of the machine(s) are necessary as evidence.

4.3. Proposed Design (40 marks)

Please provide conceptual design with aided diagram, specification of each machine and description for the automatic edible oil packaging system.

5. Tender Evaluation

5.1. A total score of 100 is assigned to “Section 4 Information to be Provided by the Supplier”. Tender with scores less than 60 or failing in any attribute may be regarded as unsuccessful and may not be considered further.

5.2. The technical to fee assessment weight will be 40% and 60% respectively.

Example of the calculating method is as follows:

Scores obtained in Technical Proposal: 75 (which is the 2nd highest, the highest is 80)

Fee offered in Fee Proposal: HK\$ 1,600,000 (which is 2nd lowest, the lowest is HK\$ 1,200,000)

Technical Proposal: $75/80 \times 40 = 37.5$

Fee Proposal HK\$1,200,000/HK\$1,600,000 $\times 60 = 45$

Total scores obtained: $37.5 + 45 = 82.5$

5.3. In principle, HKPC may select one tender with the highest total scores from technical proposal and fee proposal. However, HKPC reserves the right to accept the whole or part of the tender and is not bound to accept the highest scores or any tender.

5.4. Tentative schedule

It is a tentative schedule of the tender process. However, HKPC reserves the right to change the schedule to suit its operation need.

Items	Tentative Schedule
Tender Q&A Submission by Supplier	8 Nov 2019
Posting of Q&A Reply from HKPC	11 Nov 2019
Tender Closing	19 Nov 2019
Tender Evaluation	Late Nov 2019
Tender Award / Issue Purchase Order	Late Nov to early Dec 2019
Project Commencement	Early Dec 2019
Project Completion	31 Aug 2020

6. All documents / materials submitted to HKPC will not be returned.

Part III – Fee Specification

Please submit “Fee Proposal” with one set of original documents, one set of duplicate documents and one soft copy on CD ROM/USB Drive, which should be sealed in separate plain envelope.

The Supplier shall complete the table[s] below to show the prices / fees for the provision of the Services / the Items. All other associated costs shall be specified (if any).

1. Prices

1.1 Supplier should quote the price which shall include following items:

Item	Description	Qty	Amount in HKD or foreign currency (if applicable)
1	An automatic edible oil packaging system Refer to 3.2-3.5 of Part II – Technical Specification, Annex 3 and Annex 4	1 JOB	
2	Installation, Testing and Commissioning of the System at HKPC’s designated client sites in Hong Kong. Refer to 3.6 of Part II – Technical Specification and Part 1 - Section 8 of Annex 3	1 JOB	Included
3	Supplier should provide drawings, operation manual and user training to HKPC’s client. Refer to 3.7 of Part II – Technical Specification,	1 JOB	Included
4	12 Months Warranty after UAT (including labor cost & parts) Refer to 3.8-3.9 of Part II – Technical Specification and Part 1 - Section 9 of Annex 3	1 JOB	Included
5	Delivery Duty Paid (DDP) to HKPC’s client sites with unloading (Hong Kong)	1 JOB	Included

Item	Description	Qty	Amount in HKD or foreign currency (if applicable)
	Refer to 3.10 of Part II – Technical Specification		
6	Premium for Insurance (Refer to Section 5 of Part I General Specification. Note: Insurance under statutory requirement and tender's existing policy cover should not be charged.)	1 JOB	Included
7	Payment Term <ul style="list-style-type: none"> ➤ 供應商完成所有細節設計及得到客戶確認後，30 天內支付總金額的 35%； ➤ 供應商通過設備出廠前驗收測試（FAT），30 天內支付總金額的 20%； ➤ 設備出廠後運送到達生產力局指定交貨地點，30 天內支付總金額的 5%； ➤ 供應商完成設備在客戶現場的安裝和順利試產 1 個月後，30 天內支付總金額的 10%； ➤ 系統於客戶使用現場通過用戶驗收測試（UAT）後，30 天內支付總金額的 20%； ➤ 系統於客戶使用現場通過用戶驗收測試後 6 個月，30 天內支付總金額的 10%。 	1 JOB	Yes/No If no, please specify

2. Validity of Quoted Prices

The offer provided above shall be valid from date of tender submission to the end of the tender appointment period. No change shall be made without the prior consent of HKPC.

Remarks:

The submitted fee proposal must comply with the submitted technical proposal in accordance with those requirements set by HKPC in “Part I – General Specification” and “Part II –Technical Specification”.