Best Practice Checklist

Contracting out Cleaning and Security Contracts

防止貪污處
Corruption Prevention Department

INTRODUCTION

Organizations and companies often find it more cost effective to appoint contractors to provide cleaning and security services. While there are benefits in outsourcing such services, the processes of contract letting and monitoring of service deliverables are prone to corrupt practices, causing financial loss to the organizations or companies and damages to their reputation.

This Best Practice Checklist (BPC) aims to provide organizations and companies with a user-friendly guide on the procedures and safeguards to prevent malpractice in the letting and administration of cleaning and security contracts, covering invitation of tenders, selection of contractors, award of contracts, and monitoring of service standards.

Users of the BPC are advised to adapt the recommended measures to suit their respective organizational structure, resource capability, operational needs, and risk exposures.

The Advisory Services Group of the Corruption Prevention Department of ICAC stands ready to provide free, confidential, and tailor-made corruption prevention advice to private companies on request, including how to apply the practices recommended in this BPC. For further information, please contact the Group at:

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HOW TO USE THIS BEST PRACTICE CHECKLIST

For quick and easy reference, users will find the following icons throughout this BPC. They serve to lead users to the information required:

Sample Form – sample forms for adoption where applicable

Pointer – cross reference to other sections of the BPC

FROM THE EDITORIAL BOARD

This BPC aims at providing general guidance for organizations and companies on internal control measures to prevent malpractice in the letting and administration of cleaning and security contracts and does not purport to deal with issues that may arise in any given situation. Descriptions and explanations of the relevant legal provisions and the recommended work procedures and practices are necessarily general and abbreviated to make this BPC easy to understand from the layman's angle. Users of this BPC should seek legal or professional advice as and when necessary. Whilst we endeavour to ensure the accuracy of the information in this BPC, no statement, representation, warranty or guarantee, express or implied, is given by us as to the accuracy, completeness or the appropriateness of such information for use in any particular circumstances and the ICAC is not responsible for any loss or damage whatsoever arising out of the use of the BPC or in connection with any information contained in this BPC.

Throughout this BPC, the male pronoun is used to cover references to both the male and female. No gender preference is intended.

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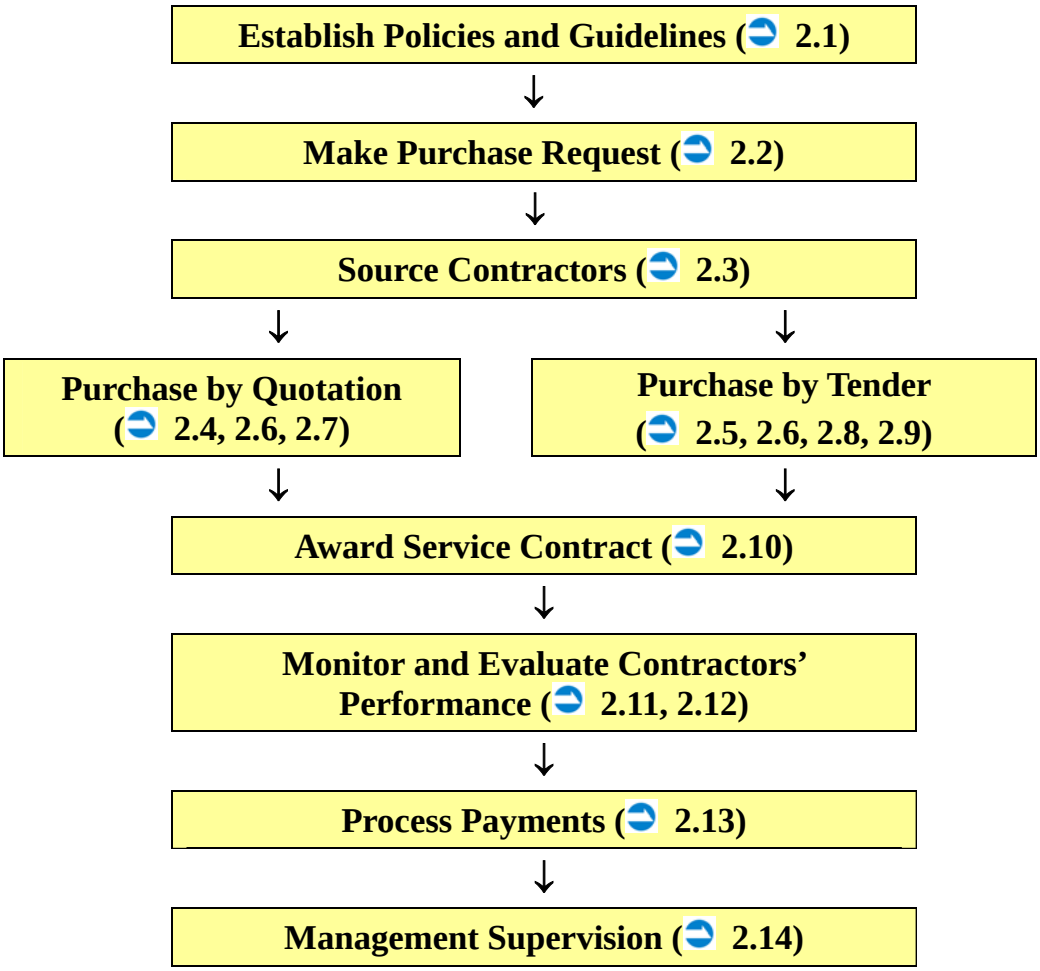
CHAPTER 1

Contracting Out Services

1.1 Key Processes

Listed below are the key processes for contracting out services to service providers[1] (referred to as contractors hereafter). The recommended best practices and control measures for each process are detailed in the respective sections of this BPC.



[1] *The key processes are listed from the control point of view and are by no means prescriptive.*

CHAPTER 2

Checklist of Recommended Practices

2.1 Policies and Guidelines

Management

- ☐ Specify the methods for procurement of services of different values and the corresponding levels of approving authority as follows:
  - Open tendering – Procure services of value above a specified amount by open invitation of tenders from contractors (e.g. through the company/organization website or newspaper advertisement). The approving authority should be at the senior management level.
  - Restrictive tendering or quotation – Procure services below a specified amount by inviting a specified number of contractors sourced from an approved list or the market (➲ 2.3). The level of approving authority should be determined by the value of purchases (usually restrictive tendering for purchases of higher value and quotation for purchases of lower value).
- ☐ Determine whether a two-envelope system is necessary (i.e. for high value purchases where price is not the only consideration, contractors are required to submit service and price proposals in separately sealed envelopes for assessment).
- ☐ Require all staff involved in the procurement process to declare any perceived or actual conflict of interest (e.g. a staff member responsible for evaluating tenders has financial interest in the business (e.g. holding shares) of a tenderer) and, in case of declared conflict, take steps to remove the conflict by assigning another staff member to take over the job or requiring a supervisor to closely monitor the process.
- ☐ Instruct all staff involved in the process to avoid over-socialising with or accepting excessive or lavish entertainment from the contractors.
- ☐ Require all staff to keep sensitive information obtained in the procurement process confidential.

- Segregate duties, as far as practicable, by assigning different staff members to take charge of different processes, such as sourcing contractors (➲ 2.3), preparing service contract agreements (➲ 2.10) and monitoring service deliverables (➲ 2.11).

- Regularly review the policies and guidelines for procurement to ensure they are up to date.

2.2 Purchase Requests and Specifications of Service

User

- Identify the need for cleaning or security service, and draw up the scope of service required, using a Purchase Requisition Form (sample at 📖 ***Appendix 1***).

- Submit the Purchase Requisition Form to the approving authority for endorsement.

Approving Authority

- Ascertain the need for the service requested and check the budget before approval.

User/ Procurement Staff

- Prepare an invitation for quotations or tenders (i.e. a tender/quotation document) which should contain the following service specifications, seeking technical input or legal advice as necessary:
  - ✧ Background information of bidders, such as size of company, years of previous experience in similar contracts, client reference if any, etc. (for the purpose of shortlisting or pre-qualifying bidders).
  - ✧ Specification of service requirements and standard of service, for example:

    For cleaning contracts – coverage of service, frequency of cleaning or refuse collection, number of cleaning workers and supervisors, supervision plans, records of service, response time to requests for urgent cleaning tasks, etc.

For security contracts – security coverage (e.g. 24 hours) and number of guard posts, frequency of patrols, number of security guards and supervisors, equipment (e.g. electronic probing devices for patrols), response time to requests for additional service, a supervision plan and records of service, etc.

- ✧ Contract terms and conditions (e.g. contract period, payment conditions, third party insurance, contract termination provisions).
- ✧ A warning against bribery and collusion in bidding.
- ✧ Payment methods (e.g. monthly payments) and rates for additional or variation of services (if payments and rates are to be proposed by the bidders for assessment, this should be stated in the invitation document).
- ✧ The selection criteria and their respective weightings in the assessment of tenders or quotations, if price is not the only consideration.

Management

- ☐ Appoint a panel of staff to vet and approve the tender documents (including the assessment criteria) and, if price is not the only consideration, to assess the proposals.

2.3 Sourcing of Contractors

Procurement Staff

Maintaining Approved Contractors Lists

- ☐ Maintain a list of contractors approved by the management or a designated panel, if exercises for contracting out cleaning and security services are frequently conducted.

- Ensure that the approved list contains an adequate number of contractors to enhance competitiveness.
- Establish a procedure for inviting openly contractors to apply for listing from time to time.
- Lay down the criteria and procedures for listing and delisting, and make them known to all contractors (e.g. on the website).
- Vet all applications for listing against the criteria, including those nominated by in-house staff or users.
- Regularly review the approved list, with a view to removing contractors with poor performance or those who are inactive.

Procurement Staff

Shortlisting Contractors for Ad Hoc Contract-Letting[2]

- Source contractors through nominations by users, references provided by business partners, company websites, and inclusion of those who have approached the company/organization in the past to indicate interest in the contracts.
- Shortlist contractors according to the pre-determined criteria and seek approval of the proposed shortlist from the designated authority (e.g. a panel or a senior staff member).
- Ensure that the shortlist contains an adequate number of contractors to enhance competitiveness.

2.4 Invitation of Quotations

Procurement Staff

- Where bidders are selected from an approved list, ensure that the listed contractors are invited to bid on a fair share basis (e.g. by rotation) and justify in writing any out of turn invitation or frequent invitation of the same few contractors to bid.

[2] *This method of sourcing contractors is applicable to organizations/companies which procure cleaning and security services on an ad hoc basis and do not have an approved list of contractors.*

- Invite the required number of contractors on the approved list or all contractors on the shortlist (for ad hoc purchases) (➲ 2.3) to submit quotations (sample quotation invitation document at 📖 ***Appendix 2***).

- Invite additional contractors nominated by users or other staff to bid only if they meet the listing criteria and they should not replace those selected from the approved list or already on the shortlist.

- Ensure all bidders are given the same information which is essential for quotation preparation.

- Specify the mode of submission of quotations (e.g. by fax or email for quotations), and the deadline for submission.

2.5 Invitation of Tenders

Procurement Staff

- Openly invite tenders through the website or newspaper advertisements (i.e. open tendering);

  or

  Invite the required number of contractors on the approved list or the shortlist to tender (i.e. restrictive tendering) (➲ 2.3).

- Where tenderers are selected from an approved list, ensure that the listed contractors are invited to bid on a fair share basis (e.g. by rotation) and justify in writing any out of turn invitation or frequent invitation of the same few contractors to bid.

- Invite additional contractors nominated by users or other staff to bid only if they meet the listing criteria and they should not replace those selected from the approved list or already on the shortlist.

- Specify the mode of submission of tenders, e.g. by fax, through an electronic tendering system if there is one, or by hand (➲ 2.6), and the deadline for submission.

- Issue a tender invitation letter (sample at 📖 ***Appendix 3***) and include the essential information in the tender invitation documents (➲ 2.2).

- Ensure all tenderers are given the same information which is essential for tender preparation.

- Consider arranging a briefing and a site visit for all interested tenderers if appropriate.

- Consider using a two-envelope approach if price is not the only consideration, i.e. require the service and price proposals to be submitted in separately sealed envelopes to ensure the service proposals could be assessed separately and objectively before opening the price offers.

- Require tenderers to submit tender proposals in duplicate (one for assessment and one as a master copy for audit or checking if necessary).

2.6 Receipt and Opening of Quotations/Tenders

Management

- Lay down the procedures with safeguards to prevent tampering of quotations or tenders, for example:
  - ✧ Use a designated fax machine kept in a secure place with restricted access, or an electronic system with access control (and access time bar before the closing time) to receive quotations or tenders.

- ✧ Place the tenders/quotations received by fax or email in the safe custody of a staff member not involved in the process or deposit them in the tender box as soon as they are received.
- ✧ To receive tenders submitted by hand, use a tender box with double lock (the two keys to be kept by different persons to enhance checks and balances).
- ✧ Assign a team comprising at least two staff members to open the quotations/tenders shortly after the closing time and prohibit opening of bids before the deadline.

Procurement Staff

- ☐ Keep proper records of all quotations and tenders received and opened for future audit (sample quotation/tender opening record at ***Appendix 4***) (e.g. the quotation/tender opening record or duplicate copies of tenders to be kept by a designated staff member not involved in the process).
- ☐ Reject late submissions after the closing time unless with the approval of the designated authority on justifiable grounds (e.g. only one or insufficient number of tenders received).

2.7 Evaluation of Quotations

Procurement Staff / User

- ☐ Check compliance with the quotation requirements and mandatory contract conditions.
- ☐ Select a compliant bid with the best price offer, or evaluate the quotations based on the selection criteria if price is not the only consideration.
- ☐ Recommend the selected contractor on the Purchase Requisition Form, attaching all the quotations received, for endorsement by the approving authority.
- ☐ Give justifications if the best price offer is not recommended.

2.8 Evaluation of Tenders

Management

- Appoint an evaluation panel, comprising the user and the procurement staff to evaluate the tenders if the quality of service is taken into account apart from the price.
- Remind the panel members to declare conflict of interest.

Tender Evaluation Panel

- Pre-determine the tender evaluation criteria, their relative weightings based on the tender requirements, and the marking scheme before tender invitation to ensure all assessment criteria and the weightings are made known to the bidders as this would help enhance fairness and transparency.
- Do not modify the evaluation criteria and the weightings after the tenders are opened as this will lead to allegation of unfairness and manipulation.
- Design a tender evaluation form for use and require panel members to make assessment on their own before any discussion or calculation of the total marks for each tender to enhance fairness and objectivity (sample at ***Appendix 5***).
- Check compliance with the mandatory requirements stipulated in the tender specification and contract conditions before assessment.
- If a two-envelope approach is used, open the price offers only after the service proposals have been assessed.
- Invite the bidders to give a presentation to the panel if necessary, and make sure the opportunity is given to all bidders for the sake of fairness.
- Select the one with the best offer, i.e. the best price offer (if price is the only consideration) or the offer with the highest score (if two-envelope approach is used), and give reasons if this is not the case.

- Submit a tender evaluation report (sample at *Appendix 6*), recommending the best offer, or the conduct of negotiation with the tenderer/tenderers submitting the best offer/offers (2.9), for endorsement by the approving authority.

Procurement Staff

- Notify the selected tenderer and inform the unsuccessful tenderers of the tender result in writing (sample letters at *Appendix 7*).

2.9 Post-Tender Negotiation

Management

- Lay down the guidelines for post-tender negotiation, including:
  - the criteria for selecting tenderers for negotiation (e.g. the highest-scorer or the top three highest-scoring bidders);
  - the baseline price and conditions, beyond which the negotiating staff should be required to seek instruction from the management; prohibition on disclosure of the tenderers' bids before, during or after the negotiation; and
  - requirement for the bidders to submit the "best and final" offer in writing after negotiation.
- Appoint a negotiation team comprising at least two persons of the appropriate level to conduct negotiation for high value contracts.

Negotiation Team

- Conduct negotiation within the defined parameters and seek instruction from the management as necessary.
- Document the salient points of negotiation and the result.

Tender Evaluation Panel

- Evaluate the "best and final" offers and submit a recommendation in writing to the approving authority.

Approving Authority

- Ensure the recommendation is made according to the laid down selection criteria.
- Consider the need for re-tendering if the original tender requirements have been substantially changed after negotiation to avoid allegation of unfairness to the unsuccessful bidders.

2.10 Award of Service Contracts

User / Procurement Staff / Management

- Based on the requirements stipulated in the quotation/tender documents, include in the contract agreement the following terms and conditions and seek legal advice as necessary:
  - service requirements and standards of service (➲ 2.2);
  - the contract period (i.e. dates of contract commencement and expiry);
  - requirements for the contractors to submit daily returns on the workers' attendance (for the calculation of payments if the number of workers is pledged as a contract deliverable) and keep work records for checking;
  - sanctions against sub-standard performance (e.g. provisions for deduction of payment in case of any short delivery of the service pledged);
  - payment terms, including the schedule of rates (e.g. monthly, daily and hourly) and any special rates for urgent or additional services;

- ✧ documents required for claims of payment (e.g. attendance records and invoices);
- ✧ provisions for contract variations (e.g. additional or urgent service);
- ✧ prohibition on sub-contracting; and
- ✧ insurance policies.

- ☐ Include in the contract conditions a probity clause prohibiting the contractors and their staff from acceptance, offer or solicitation of bribes when performing duties under the contract.

2.11 Monitoring of Performance

Management

- ☐ Appoint staff members of the appropriate rank to monitor the standard of service delivered by the contractors.
- ☐ Design a performance evaluation checklist (sample at ***Appendix 8***) for use or establish a system to record adverse performance.
- ☐ Establish a mechanism to collect and record user feedback on the services provided by the contractor.
- ☐ Lay down the policies and procedures for disciplinary action against breaches of contract conditions (e.g. deduction of payments or termination of contract as provided for in the contract agreement) or unsatisfactory performance (e.g. issue of a warning letter or suspension from invitation to bid for a specified period).

User / Contract Administration Staff

- Require the contractors to provide a staff list and the duty roster daily for monitoring purpose.
- Hold regular meetings with the contractors to review their performance, highlighting any shortfalls in deliverables or complaints against the service provided.
- Conduct surprise checks on the service provided, for example:

  For cleaning contracts :

  - Check the fulfilment of cleaning schedules based on the work records and the standard of cleanliness (it is more effective to conduct the check closely after the completion of a job).
  - Conduct head counts on an ad hoc basis if the number of cleaning workers is pledged in the contract agreement.

  For security contracts :

  - Check attendance of security guards at the specified guard posts.
  - Check randomly the fulfilment of patrol frequencies as shown in the work records or through the computer if an electronic patrol record system is in use.
  - Conduct head counts on an ad hoc basis to ensure the required number of security guards is provided.
- Record performance observed using a performance evaluation checklist (if used), or any adverse performance observed (if not).
- Ensure that the contractor is aware of the observations made during the surprise checks by giving him a copy of the performance evaluation checklist or the record of adverse performance.
- Increase the number of surprise checks if irregularities are spotted repeatedly or complaints are received from the users.

- Require the contractors to keep a log book of all special or additional jobs ordered.
- Check and certify completion of special and additional job orders within a specified time limit (e.g. immediately after receipt of report of completion of a cleaning job by the contractor) for verification of payment claims.

2.12 Taking of Disciplinary Action

User / Contract Administration Staff

- Based on the adverse records made during the site visits (➲ 2.11), take disciplinary action against the contractors.
- Keep proper records of the disciplinary actions taken and make reports to the management periodically.

2.13 Processing of Payments

User / Contract Administration Staff

- Require the contractor to submit an invoice, together with the supporting documents (e.g. workers' attendance and work records) for claims of payment.
- Make a pledge or set an internal time limit for the certification of payment claims to avert allegations of deliberate holding up of payment to the contractors.
- Checks claims of payment against the attendance and work records and any special orders of work.
- Check if there is any record of under-performance or disciplinary actions taken since last payment that involves payment deductions and ensure such deductions are reflected in the payment.

- Certify accuracy by signing on the claim forms, invoices and supporting documents to enhance accountability.

Accounting Staff

- Counter check the payment claims and supporting documents before effecting payment.
- Ensure payment claims are processed within the internal time limit set or according to the time frame specified in the contract.

2.14 Management Supervision

Management

- Arrange periodic audits on the processes for procurement and monitoring of service quality to ensure compliance with the laid down policies and procedures (➲ 2.1).
- Require the audit staff to submit their findings direct to the senior management for information and action.
- Initiate investigation into cases of non-compliance or irregularities (e.g. inviting contractors not on the approved lists or shortlist to bid, or not selecting the best price offer or the offer with the highest score, or ordering frequent contract variations involving high costs), and call the responsible staff to account.
- Provide a channel for feedback or complaint from the contractors, and assign independent staff to look into the case if any.

Sample Purchase Requisition Form

SAMPLE ONLY

Purchase Requisition Form

PR No. _____

PART A

Period of Services to be Purchased : From _____ To _____ **Date :** _____

Item	Quantity	Description	Last Purchase Price	
			Unit Price (HK$)	Total (HK$)
			TOTAL	

Budgeted Expenditure – Yes / No* Funds Available – Yes / No* (*Delete as appropriate)

Requested by : _____ Signature : _____ Date : _____

Endorsed / Not Endorsed* (*Delete as appropriate)

Reason(s) if not endorsed : _____

Endorsed by :_____ Signature : _____ Date : _____

PART B

Refer to Quotation / Tender Opening Record (Appendix 4) as attached for details of quotations / tenders received.

Recommended contractor : _____

Reason(s) if lowest bid not selected : _____

Recommended by :_____ Signature : _____ Date : _____

Approved / Not Approved* (*Delete as appropriate)

Reason(s) if not approved : _____

Approved by : _____ Signature : _____ Date : _____

Sample Form for Invitation of Quotation

SAMPLE ONLY

To: *{Name of Contractor, Address and Fax number}*

Quotation Ref.: _____

Quotation Issue Date: _____

Quotation Closing Date: _____

Description of Service Requirements, e.g.

(a) Schedule of service

(b) Quality and standard of service required

(c) Manpower required

(d) Materials to be provided by the contractor for carrying out the service

(e) Other requirements

(f) Period of service required

_____

Notes to Bidders
(If any) :

_____

Terms of Quotation

1. Contractors are invited to fill in the attached quotation form and submit it in a sealed envelope marked with the quotation reference to *{please fill in the address of the Company/Organization}* or send it by fax to fax no. _____ for the attention of *{please fill in the name of staff member responsible for the purchase}.*

2. Quotations must be submitted or faxed in on or before the quotation closing date as shown above. Quotations received after the closing date will not be considered.

3. Any amendments to the rates offered or description given must be signed by the person who signed the quotation.

4. The contractor or their staff shall not offer any advantage as defined in the Prevention of Bribery Ordinance to any staff members in connection with this quotation exercise or the provision of services in question. If the contractors or their staff are found to have offered any advantage to any staff members, or committed an offence under the Prevention of Bribery Ordinance in connection with this quotation exercise, the Company/Organization may, without affecting the contractors' liability for such act, invalidate the contractors' quotations, or terminate the contract concerned without entitling the contractors to any compensation.

5. The contractor shall not communicate to any person other than the Company/Organization the amount of any quotation, adjust the amount of any quotation by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not submit quotations, or otherwise collude with any other person in any manner whatsoever in the quotation exercise until the contractor is notified by the Company/Organization of the outcome of the quotation exercise. Any breach of or non-compliance with this clause by the contractor shall, without affecting the contractor's liability for such breach or non-compliance, invalidate his quotation. This clause shall have no application to the contractor's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of quotation price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of quotation submission.

_____

Signature, Name and Post of staff member of *{name of the Company/Organization}*

Sample Quotation Form

I. Contractor's Information

Company Name: _____

Address: _____

Contact Person: _____ Tel. No.: _____

II. Quotation Details

(a) Schedule of service (b) Quality and standard of service to be provided (c) Manpower to be provided (d) Materials to be provided for carrying out the service (e) Other services (f) Period of service	
Unit Price (if applicable)	
Total Price	
Payment Terms	
Warranty of service	
Others Terms and Conditions	

I/We, the undersigned, hereby agree to provide the service at the price and under the terms and conditions shown above, subject to and in accordance with the Terms of Quotation shown in this Invitation Document.

_____

Authorized Signature, Name, Post and Company Chop

Sample Letter for Invitation of Tender

SAMPLE ONLY

By Fax & By Post (Fax No.: _____)

[Name and Address of Contractor]

[Date]

Our ref.:

Dear Sirs/Madams,

Re : Invitation for Tender for the Provision of _____ [Type of Services] at _____[Name and Address of Company / Organization]

We write on behalf of _____ **[Name of the Company/Organization]** (hereafter referred to as the Company/Organization) to invite you to submit a tender in relation to provision of _____**[Type of Services]** for the subject Company/Organization.

Services to be Provided

The selected contractor is required to provide the following services. Please refer to *Annex 1*[1] for the detailed specifications/schedule of services.

Item	***Description***
1.	_____
2.	_____

Validity of Tender

The tender shall be valid for at least 6 months from the date of the tender.

Eligibility Requirements[2]

To be eligible for consideration of its tender, a tenderer should meet and submit proof of the requirements and documents as detailed at *Annex 2*[3].

Anti-Bribery and Anti-Collusion

The tenderer shall abide by the probity requirements at *Annex 3*[4].

Submission of Tender

Please submit the duly completed and signed Form of Tender (*Annex 4*[5]) and Confirmation Letter (*Appendix of Annex 3*) together with supporting documents in a sealed envelope marked conspicuously "Confidential – Tender Document for Provision of _____ **[Type of services]** at _____**[Name of the Company/Organization]**" and send to the tender box at _____**[Address of the Company/Organization for Return of Tender]** on or before _____**[Time and Date for Return of Tender]**. **LATE SUBMISSION WILL NOT BE CONSIDERED**.

Please note that it is the responsibility of the tenderer to study the specification and requirements before submitting the tender.

Site Visit[2]

Should you require a site visit, please contact _____ **[Name]** at _____ **[Telephone Number]**. For any queries, please contact _____ **[Name]** at _____ **[Telephone Number]**.

Yours faithfully,
For and on behalf of _____**[Name of the Company / Organization]**

_____
{Rank of a senior staff}
{Name of Company / Organization}

Notes

1. Attach the specifications/schedule of services as Annex 1 to this letter.

2. Delete as appropriate.

3. Attach a list of documents and information that the tenderers are required to submit as Annex 2 to this letter.

4. Attach the sample anti-bribery and anti-collusion clauses and confirmation letter as Annex 3 to this letter.

5. Attach the Form of Tender as Annex 4 to this letter.

Sample List of Requirements and Documents to be Submitted

(*Annex 2 to the letter*)

Mandatory Requirements

1. A minimum number of _____ years experience providing the required services.

2. _____ **[Other mandatory requirements deemed necessary by the Company / Organization]**

Information on Company and Documents to be Provided for Evaluation*

3. A chart showing the management structure of the company.

4. Directors and key management staff profile and curriculum vitae.

5. Number of professional staff, technical and supporting staff.

6. List of associate firms/subsidiaries.

7. Audited company accounts (for the last two years).

8. Job and client reference for similar services for the last three years.

9. Copies of company registration documents, including Business Registration Certificate.

10. Quality assurance certification (e.g. ISO 9001) (if any).

11. Company Code of Conduct for staff (if any).

12. Complaints handling procedures (if any).

13. Declaration of no litigation for the past five years issued by solicitor.

**Delete or modify as appropriate*

Sample Anti-bribery and Anti-collusion Clauses in Tender Documents

(*Annex 3 to the letter*)

Offering Gratuities

(1) The tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in connection with the tendering and execution of this contract.

(2) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in (1) above committed by the tenderer or by an employee, agent or sub-contractor of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in his tender being invalidated.

Anti-Collusion

(3) The tenderer shall not communicate to any person other than the [***name of the Company/Organization***] (hereafter referred to as the Company/Organization) the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender, or otherwise collude with any other person in any manner whatsoever in the tendering process until the tenderer is notified by the Company/Organization of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.

(4) Sub-clause (3) of this Clause shall have no application to the tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of tender submission.

(5) The tenderer shall submit to the Company/Organization a duly signed letter in the form set out in Appendix [*see on next page*]. The letter shall be signed by a person authorised to sign the contract on the tenderer's behalf.

Appendix – Confirmation Letter

To: [Name of the Company/Organization]

Dear Sir/Madam,

Confirmation Letter for Contract No. [ ]

[I/We][1], [(Name of the tenderer) of (Address of the tenderer)][2] refer to [my/our][1] tender for the above Contract.

[I/We][1] confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter, [I/We][1] had not communicated to any person other than the [***Name of the Company/Organization***] (hereafter referred to as the Company/Organization) the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not [I/we][1] or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above Contract until the tenderer is notified by the Company/Organization of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter, [I/we][1] will not communicate to any person other than the Company/Organization the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not [I/we][1] or that other person should tender, or otherwise collude with any other person in any manner whatsoever.

In this letter, the expression "Excepted Communications" means [my/our][1] communications in strict confidence with [my/our][1] own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with [my/our][1] consultants or sub-contractors to solicit their assistance in preparation of tender submission.

(Signed for and on behalf of the tenderer)[3]

1. *Delete as appropriate.*
2. *Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.*
3. *Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign the contract on behalf of that person or as the case may be company.*

Form of Tender
(*Annex 4 to the letter*)

For the provision of _____ **[Description of services]** (the Services) at _____. **[Name and address of Company/Organization]**

To: The _____ **[Name and address of Company/Organization]** (the Employer)

1) Having examined the terms and conditions stipulated in the Tender Invitation Letter and the contract documents (available for inspection at the Employer's address), I/We hereby offer to provide the Services in conformity with the tender offer details below and the aforesaid mentioned terms and conditions for the sum of Hong Kong Dollars _____only (HK$ _____).

<u>Tender Offer Details</u>*

Company Background, Management Structure and Experience	
Details and Schedule of Services	
Quality and Standard of Service	
Manpower to be deployed (including no. and rank of professional and frontline staff)	
Client Reference	
Payment Terms	
Others Terms and Conditions	

Note: Any amendments to the rates offered or description given must be signed by the person who signed this Form.
{ To be modified or deleted to suit the needs of the Company/Organization}*

2) I/We agree to abide by this Tender for a period of _____ days from the date of submission thereof and that it may be accepted at any time before the expiry of that period.

3) I/We understand that the Employer is not bound to accept the lowest or any tender he may receive.

4) I/We agree to abide by the anti-bribery and anti-collusion clauses attached at Annex 3 to the Tender Invitation Letter.

Name and Signature _____
in the capacity of _____
duly authorized to sign tender for and on behalf of (Company Name and Chop) _____
_____
Registered Address of Firm _____
Date _____
Witness (signature) _____
Name _____
Address _____

Sample Quotation/Tender Opening Record

SAMPLE ONLY

{Name of Company / Organization}

Quotations/Tenders for _____ have been invited and those received before the submission deadline were opened on **[** ***date and time*** **]**. A total of _____ quotations/tenders in respect of the above-mentioned contract were received. The bidders'/tenderers' names and their respective bid/tender prices are listed below :

Name of Bidder/Tenderer	**Bid/Tender Price**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Signature of Witness

Name and Post	**Signature**
1. _____	_____
2. _____	_____
3. _____	_____

Date : _____

Sample Tender Evaluation Form

SAMPLE ONLY

Tender Evaluation Form

(to be completed by individual tender evaluation panel member)

Tender Opening Date : _____

Tender Evaluation Date: _____

	Contractor's Name	Price Quoted (Marks: %)	Evaluation Criterion 1 (Marks: %)	Evaluation Criterion 2 (Marks: %)	Evaluation Criterion 3 (Marks: %)	Total Marks (100%)
1.						
2.						
3.						

Name/Post of Evaluator : _____

Signature : _____

Date : _____

Sample Tender Evaluation Report

SAMPLE ONLY

_____[Name of Company / Organization]

Provision of _____[Type of Services]

Tender Evaluation Report

Brief Description of Contract

_____ **[Give a brief description of the services required]**

Details of Invitation

Tender invitation method: *Open tender / *Selective tender. Invitations issued to _____ contractors

Tender invitation date: _____

Tender closing date: _____

Tender validity period: _____ days from _____

Tenders Received

Number of tenders received: _____

Details of tenders received:

Tenderers	Tendered Sums (lowest first)

*Name of non-returning tenderers:

Name of Company	Reasons, if known

Compliance with Tender Specifications

Tenderers (in order of tendered sum)	Compliance with tender specifications	Details of any non-compliance
	*Yes / *No	
	*Yes / *No	
	*Yes / *No	
	*Yes / *No	
	*Yes / *No	
	*Yes / No	
	*Yes / *No	

Evaluation of individual assessment panel members is at ***Appendix***. **[Attach the tender evaluation forms duly completed by each assessment panel member to this report.]**

***Strengths and Weaknesses of Lowest Three Tenders**

		Name of Tenderers		
		[Tenderer A]	**[Tenderer B]**	**[Tenderer C]**
		Lowest Bid	**2nd Lowest Bid**	**3rd Lowest Bid**
(a)	Strengths			
(b)	Weaknesses			
(c)	Recommendations of Assessment Panel			

***Tender Qualifications of Lowest Three Tenderers (if any)**

		Name of Tenderers		
		[Tenderer A]	**[Tenderer B]**	**[Tenderer C]**
		Lowest Bid	**2nd Lowest Bid**	**3rd Lowest Bid**
(a)	Tender qualifications submitted			
(b)	Recommendations of Assessment Panel			

Note: The Assessment Panel should require the tenderers to withdraw their tender qualifications, or seek legal advice, if in doubt. If the Assessment Panel recommends accepting the tender qualifications which would have material changes to the tender specifications, the Company/Organization may consider putting up the contract for re-tendering.

Performance Records of Lowest Three Tenderers

		Name of Tenderers		
		[Tenderer A]	**[Tenderer B]**	**[Tenderer C]**
		Lowest Bid	**2nd Lowest Bid**	**3rd Lowest Bid**
(a)	Previous dealings with the Company / Organization	*Yes / *No	*Yes / *No	*Yes / *No
*(b)	Previous performance	*Satisfactory / *Unsatisfactory, details: _____ _____	*Satisfactory / *Unsatisfactory, details: _____ _____	*Satisfactory / *Unsatisfactory, details: _____ _____
*(c)	Recommendations of Assessment Panel	*Suitable / *Not suitable for contract award	*Suitable / *Not suitable for contract award	*Suitable / *Not suitable for contract award

Recommendations

* The lowest tender / *The _____ lowest tender submitted by _____ **[Tenderer Name]** is recommended for contract award. Reasons:

_____

_____ **[Mandatory if the lowest tender is not recommended]**.

* To negotiate with the tenderer submitting the lowest conforming tender for a better price with a view for tender award. Other items to be negotiated: _____

_____

* Other recommendations and reasons: _____

_____

Avoiding Conflict of Interest

This is to confirm that persons involved in preparing the tender documents and assessing tenders *have / *have not declared conflict of interest. *If not, the reasons are _____. The persons involved will be required to declare any conflict of interest before contract award. The tender specifications and assessment results will be reviewed by the [name of senior management] to detect any favouritism to particular tenderers if any conflicts are declared.

*No conflict is declared. / *The conflicts declared are as follows: _____

_____.

*The following actions have been taken to manage the conflicts declared: *required the persons _____ **[Name]** who have made a declaration to abstain from the procurement process / *other actions taken _____

_____

Signature:	_____	_____	_____
Name and Post of Assessment Panel Members:	_____	_____	_____
Date:	_____	_____	_____

(Delete as appropriate)*

Sample Letters to Successful and Unsuccessful Tenderers

SAMPLE ONLY

{Name of the Company / Organization}

Date :

To : Tenderer

Tendering Result (For successful tenderer)

I refer to the tender submitted by your company for **[description of the services required]**. I am pleased to inform you that the Company / Organization has, after prudent consideration of your tender, decided to award the contract to your company. Please contact _____ [**Name / post**] of the Company / Organization at _____ to discuss the subsequent arrangements.

Stamp and Signature : _____

Name : _____

{Rank of a senior staff, e.g. Chairman}

{Name of Company / Organization}

SAMPLE ONLY

{Name of the Company / Organization}

Date :

To : Tenderers

Tendering Result (For unsuccessful tenderers)

With reference to the tender submitted by your company for **[description of the services required]**, I regret to inform you that your company has not been selected for the provision of the services. The selected company is _____ .

If you have any queries, please contact _____**[Name / post]** of the Company / Organization at _____ .

Thank you for taking part in the tendering exercise.

Stamp and Signature : _____

Name : _____

{Rank of a senior staff, e.g. Chairman}

{Name of Company / Organization}

Sample Contractor Performance Evaluation Checklist

SAMPLE ONLY

Performance Evaluation Checklist

Name of Contractor : _____

Services Provided : _____

Contract Period : _____

Assessment Period : _____

Contract Sum : HKD _____

Performance Evaluation		
Rating 0 – Very Poor 1 – Poor 2 – Moderate 3 – Good 4 – Excellent		**Remarks**
1. Quality of Services		
2. Delivery and timeliness		
3. Responsiveness to request(s)		
4. ……		
5. Others (*Please specify*) :		
Overall		
Major defects (if any) :		

Recommendation
☐ Continue to invite for quotation or tender in the future
☐ Need advice for improvement (please provide information on areas for improvement)
☐ Issue warning letter (please provide further information)
☐ Not recommended for future employment (please provide further information/evidence)

Prepared by :

Signature : _____

Name : _____

Position : _____

Date : _____

Endorsed by :

Signature : _____

Name : _____

Position : _____

Date : _____

Corruption Prevention Department
Independent Commission Against Corruption
303 Java Road, North Point, Hong Kong