

The Government of the Hong Kong Special Administrative Region

DEVELOPMENT BUREAU

Invitation for Proposal for Delivery of Continuing Education in Arboriculture (“CEA”) Course(s) under the Registration Scheme for Tree Management Personnel (“RSTMP”)

INSTRUCTIONS ON LODGING OF PROPOSAL

The Conditions Documents identified as (2) in DEVB(GLTM) 208/1/7 consist of the following documents:

- Part I - Interpretation
- Part II - Conditions for the Delivery of CEA Course(s)
- Part III - Technical Proposal

A Proposal in response to the invitation shall be made in writing and submitted by hand delivery **before 12:00 noon (Hong Kong time) on 25 February 2022** to:

Tree Management Officer 3, Tree Management Office,
Greening, Landscape and Tree Management Section,
Development Bureau,
16/F, West Wing,
Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong

Please contact our staff at 3509 8317 (Monday to Friday, 8:45 am-1:00 pm and 2:00 pm-6:00 pm) upon arrival to arrange for collection.

Late Proposal will not be accepted.

Part I - Interpretation

In the Conditions Documents, the following words and expressions shall have the respective meanings ascribed to them unless the context otherwise requires:

- “Component” means one (1) of the six (6) Functional Areas (i.e. (1) Arboriculture and horticulture (“A&H”) project administration and management; or (2) Occupational safety and health for A&H; or (3) Plant selection, cultivation and propagation; or (4) Planting, caring and management of plants; or (5) Diagnosis and treatment of pests and diseases; or (6) Survey, inspection and risk assessment of the Specification of Competency Standards (“SCS”) for the A&H industry in Hong Kong.
- “Conditions Documents” means the documents issued by the Government in connection with the Invitation for Proposal as specified in the Instructions on Lodging of Proposal and any addendum issued prior to the Proposal Closing Date.
- “Contract” means the contract made between the Government and the Course Provider who has been granted the “Recognition” of the provision of Services containing the terms and conditions set out in the following documents:
- (a) the Conditions Documents;
 - (b) the Technical Proposal submitted by the Course Provider; and
 - (c) the fax or letter of acceptance issued by the Government to the Course Provider pursuant to clause 22 of Part II in the Conditions Documents.
- “Course Provider” means the institution or training provider which has submitted a proposal in response to this Invitation for Proposal.
- “DEVB” means the Development Bureau.
- “Government” means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China.

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

- “Government Representative” means the Permanent Secretary for Development (Works) acting for and on behalf of the Government or any officer as he may from time to time authorise to exercise his rights and perform his duties under the Contract.
- “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
- “Hong Kong dollars” “HK\$” means the lawful currency of Hong Kong.
- “Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.
- “Invitation for Proposal” means the invitation for proposal for the Contract issued by the Government on and subject to the terms set out in the Conditions Documents.
- “Materials” means all works, documents, reports, plans, models, manuals, lists, tables, compilations of data, information, programmes, records, things and materials created, developed or produced by the Course Provider in the course of delivering the Course, including without limitation the summaries referred to in clauses 16.1, 16.2 and 16.3 in the Conditions Documents.
- “Month” means calendar month.
- “Course” means Course comprising the Component, i.e.
(1) A&H project administration and management; or
(2) Occupational safety and health for A&H; or
(3) Plant selection, cultivation and propagation; or
(4) Planting, caring and management of plants; or
(5) Diagnosis and treatment of pests and diseases; or
(6) Survey, inspection and risk assessment of the SCS

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

for the A&H industry in Hong Kong.

- “Proposal” means an offer comprising the Technical Proposal made by the Course Provider to the Government in accordance with the terms and conditions in the Conditions Documents.
- “Proposal Closing Date” means the latest date (Hong Kong time) by which Proposals must be lodged.
- “Recognition” means the Government recognises the Course delivered by the Course Provider in accordance with the Conditions Documents, the Proposal submitted by the Course Provider to the Government, requirements stipulated in website of the RSTMP and such other requirements as specified from time to time by the Government for the purposes of meeting the requirements for CEA Course under the RSTMP.
- “Services” means all services, duties, and obligations to be provided, performed and complied with by the Successful Course Provider under the Contract including in particular but without limitation the Services set out in the Conditions Documents.
- “Successful Course Provider” means the Course Provider whose Proposal is accepted.

Part II - Conditions for the Delivery of CEA Course(s)

1. Background

1.1 The RSTMP is open for application starting from 1 December 2020. All qualified in-service practitioners are encouraged to register for the five types of tree management personnel, namely arborists, tree risk assessors, tree work supervisors, tree climbers and chainsaw operators, as appropriate on a voluntary basis. Each registration and renewal will be valid for three years. Registered tree management personnel who wish to apply for renewal of registration have to produce:

- (a) a minimum of 1.5 years in-service records in the immediate past three years before expiry of the current registration; and
- (b) records of compliance of the requirements on CEA during the same period.

1.2 CEA is essential to uplift the core competency of registered tree management personnel to align with their expected competency based on the SCS for the A&H industry as well as to keep them abreast of the latest techniques and development in the industry.

1.3 The requirements on the minimum CEA hours, as well as those on specified core competency areas for each of the five types of tree management personnel, which are formulated based on the SCS for the A&H industry, are stipulated in the table below:

(a) Minimum CEA hours for renewal of registration

	Registered Tree Management Personnel				
	Arborists	Tree Risk Assessors	Tree Work Supervisors	Tree Climbers	Chainsaw Operators
Minimum CEA Hours	30	25	20	15	15

(b) Minimum CEA Hours for Individual Functional Areas for Renewal of Registration

Functional Areas	Registered Tree Management Personnel				
	Arborists	Tree Risk Assessors	Tree Work Supervisors	Tree Climbers	Chainsaw Operators
A&H project administration and management	3	-	3	-	-
Occupational safety and	3	3	9	9	9

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

health for A&H					
Plant selection, cultivation and propagation	3	-	-	-	-
Planting, caring and management of plants	6	6	3	-	3
Diagnosis and treatment of pests and diseases	6	3	-	-	-
Survey, inspection and risk assessment	6	9	-	3	-

1.4 Pursuant to clause 1.3, the remaining CEA hours are optional CEA hours which should cover course or seminar relevant to the work of the registered personnel type which can enhance their knowledge, skills and techniques necessary for providing quality arboriculture services.

2. Provision

2.1 The Course Provider is responsible for delivering quality Course(s) which comprise(s) the Component(s), and shall be named recognised CEA Course(s), from 1 April 2022 to 31 March 2023.

2.2 The Course Provider shall deliver the Course(s) according to the requirements stipulated in the Conditions Documents, the Proposal submitted by the Course Provider to the Government, the website of the RSTMP and such other requirements as specified from time to time by the Government from 1 April 2022 to 31 March 2023.

3. Course - For compliance by each Course

3.1 Course Objectives

To uplift the core competency of registered tree management personnel to align with their expected competency based on the SCS for the A&H industry as well as to keep them abreast of the latest techniques and development in the industry.

3.2 Course Content

The Course shall be vocational-based which are related to the work of the registered tree management personnel, namely Registered Arborists, Tree Risk Assessors, Tree

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

Work Supervisors, Tree Climbers and/or Chainsaw Operators. The Course Provider shall design the course content for at least one of the Units of Competency under the Component as outlined in Annex A, but not necessarily up to the standard as equivalent to the specified Qualifications Framework Level. The course content shall be supported by the latest professional practices and scientific researches, and match with the latest trend and technology development in the A&H industry.

3.3 Course Structure and Duration

The Course shall contain face-to-face classroom and/or online session and/or practical session, subject to the design of the course content and the most effective learning outcomes to the students. The Course shall not be less than three contact hours with a 15-minute break in suitable juncture(s). For a full-day Course, a maximum of six contact hours with two 15-minute breaks and at least 60-minute lunch time shall be included. The Course Provider shall provide a written assessment of an appropriate mode, e.g. in the form of multiple-choice questions or short question with written answers, at the end of the Course. The Course Provider shall also minimise repeat of questions in each assessment to ensure fairness. The passing score of the written assessment shall be set at 70%, unless specified otherwise by the DEVB. The Course Provider shall also provide a questionnaire survey to the students to collect views and feedback on the Course.

4. **Course Venues, Facilities, Medium of Instruction and Materials and Expenses**

- 4.1 The Course Provider shall provide the training venues, facilities and materials necessary for the operation of the Course(s).
- 4.2 For the Course(s) designed for Registered Arborists, Tree Risk Assessors and Tree Work Supervisors, the medium of instruction shall be in English supplemented with Cantonese. All teaching and assessment materials shall be in English. For the Course(s) designed for Registered Tree Climbers and Chainsaw Operators, the medium of instruction in teaching can be in Cantonese or English. The teaching and assessment materials can be in Traditional Chinese or English. Special arrangement shall be made to accommodate different needs of the course participants, particularly non-Chinese speaking registered tree management personnel or practitioners with limited language proficiency.
- 4.3 The Course Provider shall develop and provide all necessary materials for delivering all sessions and assessments of the Course(s). Before commencement of the Course(s), soft copies of all training materials, including handouts, worksheets, PowerPoint slides and assessment papers with solutions, shall be forwarded to the DEVB for agreement.
- 4.4 The Course Provider shall be responsible for all the costs and expenses for organising and running the Course(s), and may charge the course participants a course fee. The

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

course fee of each Course shall be set at a rate not exceeding HK\$500.00 per three contact hours with a 15-minute break.

- 4.5 In view of the COVID-19 epidemic situation, the Course Provider shall provide the students with about 70 to 80% alcohol-based handrub and alcohol wipes in the Course(s).

5. Target Participants

All registered tree management personnel under the RSTMP are eligible and should be given priority to apply for and attend the Course(s).

6. Number of Classes and Class Capacity

- 6.1 The Course Provider shall deliver sufficient number of classes under the Course(s) for the target type(s) of registered tree management personnel to attend and complete during the service period as defined in clause 2 of Part II of the Conditions Documents.

- 6.2 It is expected that at least 120 Registered Arborists, 270 Registered Tree Risk Assessors, 280 Registered Tree Work Supervisors, 130 Registered Tree Climbers and 180 Registered Chainsaw Operators would need to attend and complete the recognised CEA Course(s) during the service period as defined in clause 2 of Part II of the Conditions Documents. The Government reserves the right to instruct the Course Provider to deliver additional classes, apart from the minimum number of classes set out in the Proposal in order to meet the demand of the industry.

- 6.3 The maximum number of course participants per class is 30.

7. Time Schedule

- 7.1 The Course Provider shall deliver at least one (1) Course on one (1) Component and one (1) Unit of Competency from 1 April 2022 to 31 March 2023. The Course Provider may propose other Course(s) on other Component(s), but not more than one Course on the same Component.

- 7.2 The following time frame shall be observed after receiving Award of Recognition (Refer to clause 22):

<i>Task</i>	<i>Due Date</i>
Submission of the Outline of each Course to the DEVB	6 weeks before the commencement of each Course

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

Submission of a set of training materials and relevant documents to the DEVB as specified in clause 16.2 for each Course	4 weeks before the commencement of each Course
Submission of the end-of-course evaluation report to the DEVB as specified in clause 16.3 for each Course	Within 3 months after completion of each Course

7.3 The Course(s) shall be delivered outside normal working hours (9:00 am to 6:00 pm) and/or during public holidays.

8. Application, Enrolment and Other Administrative Work

8.1 The Course Provider shall be responsible for recruiting the course participants on its own. The application details of the recognised CEA Course(s) shall be provided on the website of the Course Provider. The recognised CEA Course(s) will be listed on the website of the RSTMP with hyperlink to the relevant website of the Course Provider.

8.2 In case of over-subscription, the priority should be given to registered personnel under the RSTMP on first-come-first-served basis. In case of low enrolment, the Course Provider shall inform the Government in writing at least 3 weeks in advance of the commencement of the class should it wish to cancel the class with less than a prescribed minimum number of participants enrolled.

8.3 The Course Provider shall issue a bilingual Certification of Completion to each course participant who has 100% attendance and passed the written assessment in scanned / hard copy within 28 calendar days upon completion of each Course. The Certification of Completion shall state clearly, including but not be limited to, full name and registration number under the RSTMP of the course participant, name of the Course Provider, the Component covered, CEA hours earned, date of the Course, etc.

9. Materials and Intellectual Property Rights

9.1 Ownership of Intellectual Property Rights

The Intellectual Property Rights in any materials developed by the Course Provider shall vest in and belong to the Course Provider.

9.2 The Course Provider warrants and undertakes to the Government that:

- (a) the Course Provider has the full capacity, power and authority to contract with the Government to deliver the Course(s) in accordance with the Conditions Documents, the Proposal, requirements stipulated in the website of the RSTMP

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

and such other requirements as specified from time to time by the Government upon the terms and conditions hereof;

- (b) the delivery of the Course(s) by the Course Provider, the use, operation or possession by the Course Provider and its authorised users of the Materials or any part thereof does not and will not infringe the Intellectual Property Rights of any third party;
- (c) in respect of any materials supplied or used by the Course Provider in the delivery of the Course(s) and in respect of which any Intellectual Property Rights is vested in a third party:
 - (i) the Course Provider has or shall have a valid and continuing licence under which it is entitled to sub-license the relevant materials and the third party Intellectual Property Rights for itself, its authorised users, assigns and successors-in-title to use such materials for any of the purpose contemplated by the Course(s); or
 - (ii) prior to the use and incorporation of such materials in the Materials, the Course Provider will have obtained the grant of all necessary clearances and consents for itself, its authorised users, assigns and successors-in-title authorising the use of such materials for any of the purposes contemplated by the Course(s).

9.3 Warranties and Undertakings

The Course Provider warrants and undertakes that:

- (a) the provision of any of the Services by or on behalf of the Course Provider and/or the use and/or possession by its authorised users and/or participants of any Materials for any purpose(s) contemplated by the Contract will not infringe any Intellectual Property Rights of any person; and
- (b) the Course Provider and its personnel assigned to perform the Contract shall devote such of their time, attention and skills as may be necessary for the proper performance of the Course Provider's obligations under the Contract.

9.4 Indemnities

The Course Provider shall indemnify the Government and keep the Government fully and effectively indemnified against all actions, claims, losses, damages, costs, expenses including without limitation the fees and disbursements of lawyers, agents and expert witnesses and all awards and costs which may be agreed to be paid in settlement of any proceedings (where that settlement has first been proposed or approved in writing by or on behalf of the Course Provider) and all other liabilities of whatsoever nature arising out of or in connection with any breach of any of the warranties and undertakings in clause 9.3.

9.5 Execution of Further Documents

The Course Provider shall at its own cost and expense do and execute any things and documents (or procure that the same be done or executed) as may be required by the Government to give full effect to this clause and shall provide all such documents and Materials to the Government within 21 calendar days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.

9.6 Survival Clause

The provisions of clause 9 shall survive the termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such termination.

10. Course Provider's Team

10.1 The Course Provider shall appoint a Course Director who should be familiar with the design and operation of vocational development courses or academic / training courses and have at least eight (8) years of relevant work experience at managerial level. The Course Director shall be responsible for course planning, co-ordination, training, quality control and other support services within the service period as defined in clause 2 of Part II in the Conditions Documents.

10.2 The Course Provider shall deploy at least one Service Team Member for each Course. One Service Team Member can be responsible for more than one Course. Specified requirements on the qualifications of each Service Team Member for delivering the Course(s) are defined in clause 10.3 below.

10.3 Requirements on Service Team Member for the delivery of CEA Course:

- (a) (i) Bachelor Degree or equivalent to the standards of Level 5 or above in the Hong Kong Qualifications Framework in arboriculture or a related field such as biology, botany, forestry, horticulture, environmental science, landscape architecture, landscape management and urban forestry from a Hong Kong university or equivalent; or ii) recognised professional qualifications¹;
- (b) Being familiar with the job nature and requirements of the five types of

¹ Recognised professional qualifications include:

- Certified Arborist, Certified Arborist Utility Specialist, Certified Arborist Municipal Specialist or Board Certified Master Arborist of the International Society of Arboriculture;
- Technician Member, Professional Member, Fellow or above qualifications of the Arboricultural Association of the United Kingdom;
- European Tree Worker or European Tree Technician of the European Arboricultural Council;
- General Member of the National Arborists Association of Australia (issued on or before 31 Dec 2010);
- Registered Qualified Arborist, Registered Practicing Arborist, Registered Consulting Arborist, or Registered Consulting & Practicing Arborist of the Arboriculture Australia;
- Accredited Arborist of the Hong Kong Institute of Landscape Architects;
- Or equivalent to the above.

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

registered tree management personnel;

- (c) With continuous training experience in delivery of theory lectures, seminars, talks or workshops in arboriculture or related discipline, such as biology, botany, forestry, horticulture, environmental science, landscape architecture, landscape management and urban forestry in past five (5) years; and
- (d) Being proficient in both Chinese and English.

10.4 The Course Provider shall submit together with the Proposal the following information (i.e. completing Sections B & C of Part III – Technical Proposal) supported by documentary proof for the Government Representative's approval:

- (a) the name lists of the Course Director, Service Team Member and other training personnel with details of their academic attainment, qualifications and relevant working experience as well as their respective roles and duties in the Course(s), which fulfils the requirements specified in clause 10 in the Conditions Documents; and
- (b) the list of Course Provider's experience in conducting similar vocational development courses or academic / training courses in the A&H industry in the past five (5) years.

10.5 For Course(s) in the form of theory lectures or workshops, the trainer(s) should meet the minimum qualification requirements of the Service Team Member. For Course(s) in the form of seminars or talks, experienced practitioners or renowned specialists/experts in related fields/disciplines would also be considered as trainer(s). Each course, regardless the delivery form, should be responsible by at least one qualified Service Team Member.

10.6 Unless agreed by the DEVB, the successful Course Provider should retain throughout the course period the services of the Service Team Member(s), trainer(s) and other training personnel as set out in the Proposal.

11. Replacement of Personnel

The Course Provider shall provide a replacement if any of the Course Director and Service Team Member ceases to act in the capacity as stated in the Proposal. The deployment of such a replacement shall be subject to the Government's prior written consent.

12. Contingent Arrangement

Except when there is a public announcement by the Government that all schools are to be closed as a result of adverse weather conditions (e.g. the hoisting of typhoon No.8 or above or black rainstorm signal) or other unforeseen reasons (e.g. sudden closure of venue), NO session of the Course(s) shall be cancelled. Replacement training within reasonable timeframe should be arranged by the Course Provider in

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

case of closure announcement by the Government. The Course Provider shall be responsible for necessary contingent arrangements under aberrant circumstances such as illness of the trainers, to ensure that all sessions are conducted smoothly to the Government Representative's satisfaction. Alternative arrangement such as online lectures and assessments shall be developed to cope with the suspension of face-to-face classes announced by the Government.

13. Personal Data Provided

13.1 The Service Team Member(s)' personal data provided in the Proposal will be used for Proposal evaluation and granting of the "Recognition" purposes. If insufficient and inaccurate information is provided, the Proposal may not be considered.

13.2 The personal data provided in the Proposal may be disclosed to the parties responsible for Proposal evaluation in other Government departments.

13.3 Individuals to whom the personal data belong have the right of access and correction with respect to personal data as provided for in Sections 18, 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the personal data provided in Proposal Documents.

13.4 Enquiries concerning the personal data collected by means of the Proposal, Conditions Documents, including the making of access and corrections, should be addressed to Tree Management Officer 3, Tree Management Office, Greening, Landscape and Tree Management Section of the DEVB.

14. Consent to Disclosure

For the purposes of the Invitation for Proposal, including without limitation for evaluation and processing purposes, and for all other purposes arising from or incidental to the Invitation for Proposal (including resolution of any dispute arising from the Invitation for Proposal), the Government shall have the right (but not obligation to whomsoever) to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information concerning any of the Course Providers or the Proposal submitted by that Course Provider, without any further reference to that Course Provider, including but without limitation the name and address of the Course Provider, and the price quoted in its Proposal and Cost Fee.

15. Monitoring Requirement

The Government shall have the right to monitor the quality of the Course(s), including reviewing course work, assessment results, observing classes, etc. The Course Provider shall comply with all reasonable instructions from the Government and shall provide timely response and required information to the Government for all

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

queries and audits related to this Conditions Document.

16. Evaluation and Submission of Deliverables

- 16.1 The Course Provider shall submit an outline of each Course to the DEVB 6 weeks before the commencement of the Course. The DEVB shall evaluate the effectiveness of the outline and provide reasonable feedback. The Course Provider shall take the feedback into consideration and make necessary adjustment in the outline of the Course.
- 16.2 The Course Provider shall submit a set of training materials and relevant documents, including the academic attainment, qualifications and/or relevant professional experience of the trainer(s), to the DEVB 3 weeks prior to the commencement of each Course. The Course Provider shall submit in soft copy of the training materials or arrange practical demonstration(s) with the DEVB 4 weeks prior to the commencement of each Course..
- 16.3 The Course Provider shall submit an end-of-course evaluation report to the DEVB within 3 months after the completion of each Course. The evaluation report should include but not be limited to the course effectiveness evaluation, feedback from the course participants, including coverage and depth of course content, level of difficulty, knowledge and experience of trainer(s), quality of training facilities, etc., and any recommendation for improvements in the Course.

17. Proposal

- 17.1 The Proposal relates to the execution of all of the Services.
- 17.2 No Course Provider may propose any counter-proposal to any part of the Conditions Documents. Any counter-proposal from a Course Provider in contravention of this prohibition will be ignored. The Government reserves the right to disqualify any Course Provider who submits a Proposal that directly or indirectly attempts to preclude or limit the effect of this prohibition.
- 17.3 Proposals are to be submitted in duplicate and are to be completed in ink or typescript. Proposals not so submitted may not be considered.
- 17.4 Without prejudice to clause 17.5 below, for a Proposal submitted by a Course Provider to be considered complete, it must comprise Part III – Technical Proposal (with individual Sections A and B for each Course) in duplicate, each completed and duly signed by the Course Provider.
- 17.5 Proposals may not be considered if complete information is not given with the Proposal or if any information or documents requested in the Conditions Documents or the Cost Fee are not furnished in full.

18. Lodging of Proposal

18.1 All Proposals must be deposited in the manner as prescribed in the Instructions on Lodging of Proposal on the front page of the Conditions Documents before 12:00 noon on the Proposal Closing Date (Hong Kong time). Late Proposals will not be considered.

18.2 In case a Black Rainstorm Warning Signal or Tropical Cyclone Signal No. 8 or above is valid for any duration between 7:00 am (Hong Kong time) and 12:00 noon (Hong Kong time) on the Proposal Closing Date, the Proposal Closing Date will be extended to 12:00 noon (Hong Kong time) on the next working day.

19. Proposals Validity Period

Proposals shall, unless otherwise indicated by the Course Provider, remain open for not less than 90 days after the Proposal Closing Date. If before the expiry of the agreed validity period their offer is withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a Government service provider.

20. Seeking of Clarification

In the event that the Government Representative determines that clarification of any part of a Proposal or submission of any missing document or information is necessary, it may, but shall not be obliged to, request the Course Provider concerned to make the necessary clarification, or submit the missing document or information. Each Course Provider shall thereafter within 10 working days submit such clarification or information. Proposals may not be considered if complete information is not provided as required by the deadline. As an alternative to seeking clarification or submission, the Government may, at its discretion, proceed to evaluate the Proposal on an as is basis.

21. Proposal Assessment

All Proposals will be assessed in accordance with the requirements stipulated in the Conditions Documents, which are listed out at Annex B – Assessment of the Technical Proposal. Proposals meeting all the mandatory requirements specified in the Conditions Documents will normally be granted “Recognition” for delivery of the Course(s). “Recognition” means the Government recognises CEA Course(s) delivered by the Course Provider in accordance with the Conditions Documents, the Proposal, requirements stipulated in the website of the RSTMP and such other requirements as specified from time to time by the Government for the purposes of meeting the requirements for CEA Course(s) under the RSTMP.

22. Acceptance of Proposal and Award of Recognition

The Proposals meeting the mandatory requirements specified in the Conditions

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

Documents will normally be recommended for acceptance. The successful Course Provider(s) will receive as an indication of acceptance in format of a fax or a letter of granting “Recognition” for delivery of the CEA Course(s) from the Government Representative. **Upon the issue of such fax or letter of granting “Recognition”, a binding agreement will be deemed to have been constituted between the Government and the successful Course Provider(s).** Course Provider(s) who do not receive any notification within the validity period of their Proposal(s) shall assume that their Proposals have not been accepted.

23. Negotiation

The Government reserves the right to negotiate with any Course Provider about the terms of its Proposal.

24. Cancellation of Invitation for Proposal

Without prejudice to the Government’s right to cancel this Invitation for Proposal at any time, where there are changes of requirement after the Proposal Closing Date for any reason whatsoever, the Government is not bound to accept any conforming proposal and reserves the right to cancel the Invitation for Proposal.

25. Costs of Preparing the Proposal

Under no circumstances whatsoever shall the Government be responsible for or liable to any Course Provider for the costs and expenses incurred by it in preparing the Proposal.

26. Sources of Funding

26.1 The Course Provider shall bear all the expenses incurred in the delivery of the Course(s).

26.2 The Course Provider may require the course participants to pay a Course fee, but not exceeding the rate stipulated in clause 4.4.

26.3 The Course Provider shall implement measures to eliminate possible scope for cross-subsidisation from the University Grants Committee funds and other government-funded courses/ projects (e.g. making separate accounting arrangements for the Course).

27. Withdrawal of Recognition

27.1 If the Course Provider fails to deliver the Course(s) in a timely, diligent and professional manner in accordance with the Conditions Documents, the Proposal and such other requirements as specified from time to time by the Government; and upon receipt of notice in writing from the Government, does not correct the deficiency to the satisfaction of the Government within 21 calendar days unless otherwise agreed in writing by both parties, the Government may withdraw the “Recognition”

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

immediately by giving written notice to the Course Provider.

27.2 The Government may at any time prior to the completion of the delivery of the Course(s) withdraw their “Recognition”, without penalty, by giving 6 months’ written notice to the Course Provider. Any such notice shall not relieve the Course Provider of the obligation to deliver the Course(s) prior to the effective date of withdrawal.

27.3 The Course Provider shall inform the Government with justification in writing at least 6 months in advance should it wish to cease delivering the Course(s). In any event, the Course Provider must discharge all responsibilities regarding course participants and tuition fees.

28. Addendum

The Government may issue addendum to the terms and conditions set out in the Conditions Documents at any time before the Proposal Closing Date which will be forwarded by post to every prospective Course Provider who is known to have obtained the Conditions Documents.

29. New Information Relevant to Qualified Status

Course Providers should inform the Government in writing immediately of any factor which might affect their status as an enlisted supplier with the Government. The Government reserves the right to review their qualified status in the light of any new information relevant to their qualification.

30. Documents of Unsuccessful Course Providers

Documents of unsuccessful Service Providers will be destroyed 6 months after the date the “Recognition” has been granted by the Government.

31. Enquiry

31.1 Any enquiries from Course Providers concerning the Invitation for Proposal shall be in writing and reach the address or fax number below at least 5 working days prior to the Proposal Closing Date: 25 February 2022

Address:

Tree Management Officer 3, Tree Management Office,
Greening, Landscape and Tree Management Section,
Development Bureau,
16/F, West Wing,
Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong
(Fax No.: 2186 6932)

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

31.2 Course Providers shall note that after the Proposal Closing Date and before the award of the Recognition, they shall not attempt to initiate any contact, whether direct or indirect with the Government on matters relating to the Conditions Documents or their submitted Proposals. Any Service Provider who fails to observe this requirement may render its Proposal being disqualified. The Government reserves the sole right to initiate any contact with Course Providers and all such contacts and subsequent responses from Course Providers shall be made in writing.

31.3 Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Course Provider shall be for guidance and reference purposes only. The statement shall not be deemed to form part of the Terms of Invitation for Proposal and such statement or action shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in the Conditions Documents.

Part III - Technical Proposal

Please specify the total number of Course(s) to be delivered: _____

(For each Course, please submit individual Sections A and B.)

Section A. Course to be delivered

(Please provide details of the Course to be delivered according to the Conditions in Part II and use additional sheet(s) if necessary.)

1.	Course title	
2.	Course objectives (Refer to clause 3.1)	
3.	Course content (Refer to clause 3.2)	
4.	Functional area & Unit(s) of Competency	
5.	Course structure and duration (including details & passing score of the assessment and questionnaire survey) (Refer to clause 3.3)	
6.	Course venues, facilities, medium of instruction and materials and expenses (including course fee) (Refer to clause 4)	
7.	Target participants (Refer to clause 5)	

Conditions Documents Reference No.: (2) in DEVB(GLTM) 208/1/7

8.	Minimum number of classes and maximum class capacity (Refer to clause 6)	
9.	Class schedule (including class start time) (Refer to clause 7)	
10.	Application, enrolment and other administrative work (including certificate issuance) (Refer to clause 8)	
11.	Other additional support/services (including contingent arrangement)	

Section B. Academic Attainment, Qualifications and Relevant Professional Experience

(Please provide details of the academic attainment, qualifications and relevant professional experience of the Course Director and Service Team Member(s) according to the Conditions in Part II and use additional sheet(s) if necessary. Documentary proof should also be submitted.)

Names of the Course Director and Service Team Member(s)	Position/ Organisation	Roles in the Course <i>*Please specify the course part responsible by each Service Team Provider</i>	Academic attainment, qualifications and relevant professional experience
Course Director (Refer to clause 10.1)			
Service Team Member(s) (Refer to clause 10.3) <i>*Additional rows should be added if there are more than ONE Service Team Member.</i>			

Section D. Confirmation

We confirm that measures will be taken to eliminate possible scope for cross-subsidisation from University Grants Committee funds and other government-funded courses/ projects by taking separate accounting arrangements for conducting the Course.

(# - Please delete as appropriate)

Signed by the Course Provider/ an authorised signatory for and on behalf of the Course Provider/ a partner of the Course Provider authorised to bind all other partners of the Course Provider [#]	
Name and title of person authorised to sign Proposal for and on behalf of the Course Provider/ name of the partner of the Course Provider authorised to bind all other partners of the Course Provider [#] :	
Name of the Course Provider in English:	
Name of the Course Provider in Chinese:	
Company Chop:	
Name of Contact Person:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Date:	

Continuing Education in Arboriculture Requirements: “Units of Competency” Required by Each Type of Registered Personnel ^{Note 1}

Functional Area	Arborists	Tree Risk Assessors	Tree Work Supervisors	Tree Climbers	Chainsaw Operators
Arboriculture & Horticulture (A&H) project administration and management	<ol style="list-style-type: none"> Plan the implementation of contract contents Develop tender documents Introduce new techniques and technologies 		<ol style="list-style-type: none"> Perform warehouse management Conduct site work processes and quality assurance inspection 		
Occupational safety and health for A&H	<ol style="list-style-type: none"> Use personal protective equipment Develop safe systems of work 	<ol style="list-style-type: none"> Use personal protective equipment Develop safe systems of work 	<ol style="list-style-type: none"> Use personal protective equipment Use hand tools in the arboriculture and horticulture industry Perform manual handling operations Use power tools in the arboriculture and horticulture industry Use machinery of the arboriculture and horticulture industry Implement safe work procedures for arboricultural and horticultural work at height Handle industrial accidents Develop safe systems of work Use chemicals 	<ol style="list-style-type: none"> Use personal protective equipment Use hand tools in the arboriculture and horticulture industry Perform manual handling operations Use power tools in the arboriculture and horticulture industry 	<ol style="list-style-type: none"> Use hand tools in the arboriculture and horticulture industry Perform manual handling operations Operate chainsaws at height Implement safe work procedures for arboricultural and horticultural work at height
Plant selection, cultivation and propagation	<ol style="list-style-type: none"> Purchase plants Arrange nursery stock transportation Develop industry standards of nursery stock 		<ol style="list-style-type: none"> Monitor plant cultivation and propagation Supervise the operation of nurseries 		
Planting, caring and management of plants	<ol style="list-style-type: none"> Supervise tree stump removal Prepare work plans for tree planting Prepare work plans for tree transplanting Prepare work plans for tree removal Prepare work plans for tree stump removal Prepare work plans for tree pruning operations Plan tree restoration operations Prepare work plans for composting operations Supervise tree climbing operations 	<ol style="list-style-type: none"> Prepare work plans for tree transplanting Prepare work plans for tree removal Prepare work plans for tree stump removal Prepare work plans for tree pruning operations Plan tree restoration operations 	<ol style="list-style-type: none"> Supervise tree stump removal Supervise soil management Supervise tree climbing operations Supervise arboricultural and horticultural work at height Install rigging systems 	<ol style="list-style-type: none"> Carry out arboricultural and horticultural work at height 	<ol style="list-style-type: none"> Carry out tree removal at ground level Carry out tree maintenance operations Prune trees near overhead lines Carry out arboricultural and horticultural work at height Carry out plant cultivation and care operations
Diagnosis and treatment of pests and diseases	<ol style="list-style-type: none"> Evaluate the effectiveness of monitoring and caring operations Develop work plans for disease control by means of physical and chemical methods Develop work plans for pest control by means of physical and chemical methods Evaluate the effectiveness of pest and disease control operations Develop work plans for biological and integrated control of pests and diseases 	<ol style="list-style-type: none"> Evaluate the effectiveness of monitoring and caring operations Develop work plans for disease control by means of physical and chemical methods Develop work plans for pest control by means of physical and chemical methods Evaluate the effectiveness of pest and disease control operations Develop work plans for biological and integrated control of pests and diseases 	<ol style="list-style-type: none"> Identify pests and diseases of plants 	<ol style="list-style-type: none"> Identify pests and diseases of plants 	
Survey, inspection and risk assessment	<ol style="list-style-type: none"> Develop and evaluate proposals of tree protection, preservation, transplantation and removal Carry out aerial tree inspection Review tree inspection or risk assessment reports Investigate the causes of tree incidents 	<ol style="list-style-type: none"> Develop and evaluate proposals of tree protection, preservation, transplantation and removal Carry out aerial tree inspection Investigate the causes of tree incidents 		<ol style="list-style-type: none"> Inspect the basic structure and health conditions of trees Carry out aerial tree inspection 	<ol style="list-style-type: none"> Inspect the basic structure and health conditions of trees

Note 1: Use the “Specification of Competency Standards” for the arboriculture and horticulture industry as the basis, not widely incorporated in local academic, professional and training courses related to arboriculture, tree management and tree work; and Must complete the course(s) and pass the end of course assessment(s) or examination(s). For the Units of Competency highlighted, relevant CEA courses were arranged in the first round from 1.4.2021 to 31.3.2022. Details please refer to the link https://www.greening.gov.hk/rstmp/en/recognised_cea_courses/index.html.

Invitation for Proposal for Delivery of Continuing Education in Arboriculture (“CEA”) Course(s) under the Registration Scheme for Tree Management Personnel (“RSTMP”)

ASSESSMENT OF THE TECHNICAL PROPOSAL

All Proposals will be assessed according to the requirements as stipulated in the Conditions Documents. Proposals being assessed meeting all mandatory requirements as stipulated in Stages I and II will normally be granted “Recognition” for delivery of the CEA Course(s). “Recognition” means the Government recognises CEA Course(s) delivered by the Course Provider in accordance with the Conditions Documents, the Proposal, requirements stipulated in RSTMP webpage and such other requirements as specified from time to time by the Government for the purposes of meeting the requirements for CEA Course(s) under the RSTMP. All Proposals received will be assessed in the following manner.

Stage I – Completeness Check on the Proposals Submitted

2. All Proposals received will be checked on whether all the documents and information required in **Parts II and III of the Conditions Documents** have been submitted. Failure to submit any of the following documents **before the Proposal Closing Date will render a Proposal invalid and will not be considered further:**

- the duly completed Technical Proposal (with individual Sections A and B for each Course) referring to Part III of the Conditions Documents.

Stage II – Compliance with Mandatory Requirements for Delivery of Course(s)

3. A Proposal which has passed Stage I will be checked, course by course, to determine its compliance with all the mandatory requirements for delivery of Course(s) as set out in the clauses, particularly clauses 2 to 12, of Part I of the Conditions Documents. **Individual Course which fails to meet any one of the Mandatory Requirements below will not be considered further.**

Mandatory Requirements for Individual Course (Please refer to the corresponding clause number(s) in the Conditions Documents)	Meeting the Requirement (If yes, put a “✓”, if no, put a “×”)
(a) Course objective	
(b) Course content	
(c) Functional area & Unit(s) of Competency	
(d) Course structure and duration (including details & passing score of the assessment and questionnaire survey)	
(e) Course venues, facilities, medium of instruction and materials and expenses	

(including course fee)	
(f) Target participants	
(g) Minimum number of classes and maximum class capacity	
(h) Class schedule (including class start time)	
(i) Application, enrolment and other administrative work (including certificate issuance)	
(j) Requirements of Course Provider	
(k) Requirements of Course Director	
(l) At least one Service Team Member	
(m) Requirements of Service Team Member(s)	
(n) Completion of Part III – Technical Proposal	