

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT
TENDER FOR THE PROVISION OF SERVICES**

Tender Ref. : AFCD/WP/01/25

TENDER FORM

Contract No. : _____

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked "Tender for the Provision of Habitat Maintenance Services at the Hong Kong Wetland Park"

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department,

must be deposited in the Government Logistics Department

Tender Box situated on Ground Floor, North Point Government Offices, 333 Java Road,
North Point, Hong Kong

before 12:00 noon (time) on 26 May 2025 (date) (Hong Kong time). Late Tenders will not be accepted.

NOTES FOR TENDERERS

INTERPRETATION

PART 1 — TERMS OF TENDER

PART 2 — GENERAL CONDITIONS OF CONTRACT

The Interpretation, the Terms of Tender and the General Conditions of Contract forming part of the Standard Terms and Conditions are available for viewing and downloading from the following website:

- <https://pcms2.gld.gov.hk/iprod/#!/ssm10701>

Copies of the above-mentioned documents can also be obtained from the following:

Procurement Division, Government Logistics Department
9/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong

PART 3 — SPECIAL CONDITIONS OF CONTRACT

PART 3A — SERVICE SPECIFICATIONS


PART 3B — SCHEDULES AND ANNEXES

Annex A to the Terms of Tender
Annex B to the Terms of Tender
Appendix to the Terms of Tender
Appendix to the Special Conditions of Contract
The Price Schedule
The Completeness Check Schedule
The Information Schedule
The Non-collusive Tendering Certificate

PART 3C — OTHER TENDER DOCUMENTS

The Interpretation (Supplement)
The Terms of Tender (Supplement)
Annex to the Terms of Tender (Supplement) - Marking Scheme
The Innovative Suggestion Schedule

Dated this 25th day of April 20 25


CHEUNG Ka-hong, Joseph

Government Representative

Tender Ref.: AFCD/WP/01/25

PART 4 — OFFER TO BE BOUND
(PLEASE SIGN AND SUBMIT THIS PART 4
WITHOUT CHANGING THE ORIGINAL TEXT)

1. Having read the Tender Documents and in consideration of the Government agreeing to consider my/our Tender in accordance with the terms and conditions of the Tender Documents, I/we, the Tenderer mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
2. I/We, the Tenderer mentioned below, do hereby agree to carry out all and any of the Services at the Unit Price(s) quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Documents.

Signed by the Tenderer/Signed by an authorised
signatory for and on behalf of the Tenderer :

Name of the Tenderer :

Name and title of the authorised signatory
(where applicable) :

Date :

Notes:

- (i) For Paper-based Tendering, the Offer to be Bound to be submitted shall be Part 4 of this Tender Form or a printed copy from a softcopy of Part 4 of this Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 4 of this Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will **not be considered further**.
- (ii) For Paper-based Tendering, this Part 4 – Offer to be Bound shall be signed (containing an original signature) and submitted in the Tender before the Tender Closing Time. This signed Part 4 – Offer to be Bound to be submitted must not be a photocopy of the original, otherwise, **the Tender will not be considered further**.
- (iii) In compliance with the restriction set out in Paragraph 11.1(b) of the Terms of Tender, the Tenderer shall not make any alteration to the original text set out in this Part 4 – Offer to be Bound, otherwise **the Tender will not be considered further**. Deleting inapplicable word “I/we” or “me/us” or the alternative wording denoted by # above is however not to be treated as an alteration.

Tender Ref.: AFCD/WP/01/25

PART 5
MEMORANDUM OF ACCEPTANCE

On behalf of the Government of the Hong Kong Special Administrative Region,

I _____
(name and position of officer)

accept your Tender for the Contract for the Provision of Habitat Maintenance Services at the Hong Kong Wetland Park. A copy of each document constituting the Contract is hereby attached for identification purposes.

Dated this _____ day of _____ 20 _____

Signed by the said _____ in the presence of : _____

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NOTES FOR TENDERERS

Tenderers shall read these Tender Documents carefully prior to submitting their Tenders. Any Tender which fails to comply with the requirements contained therein may render the Tender invalid.

1. Tender Documents

These Tender Documents identified as AFCD/WP/01/25 consist of:

- (i) Tender Form (including Part 4 – Offer to be Bound and Part 5 – Memorandum of Acceptance);
- (ii) Notes for Tenderers;
- (iii) *Interpretation* *;
- (iv) *Part 1 – Terms of Tender* *;
- (v) *Part 2 – General Conditions of Contract* *;
- (vi) Part 3 – Special Conditions of Contract;
- (vii) Part 3A – Service Specifications;
- (viii) Part 3B – Schedules and Annexes, comprising
 - (I) Annex A to the Terms of Tender ^;
 - (II) Annex B to the Terms of Tender *;
 - (III) Appendix to the Terms of Tender ^;
 - (IV) Appendix to the Special Conditions of Contract;
 - (V) The Price Schedule ^;
 - (VI) The Completeness Check Schedule ^;
 - (VII) The Information Schedule ^; and
 - (VIII) The Non-collusive Tendering Certificate ^; and
- (ix) Part 3C – Other Tender Documents, comprising
 - (I) The Interpretation (Supplement);
 - (II) The Terms of Tender (Supplement);
 - (III) Annex to the Terms of Tender (Supplement) - Marking Scheme; and
 - (IV) The Innovative Suggestion Schedule.

**Adopted from the Standard Terms and Conditions (BD-TERMS-2 (February 2025)). Hard copy is not provided, while soft copy is available at the website of the e-Tender Box at <https://pcms2.gld.gov.hk/iprod/#/ssm10701>.*

^ Modified from the Standard Terms and Conditions (BD-TERMS-2 (February 2025)) and attached herein. The versions as found in BD-TERMS-2 (February 2025) are templates only.

2. Tender Briefing Session cum Site Visit

- 2.1 A Tender briefing session cum Site Visit will be held. Tenderers are strongly advised to attend the Tender briefing session before submitting their Tenders in order to fully acquaint themselves with the requirements of the Government and to determine the scale and costs of the Services to be provided. Details of the briefing session are as follows:

Time: 2:00 p.m.

Date: 9 May 2025 (Friday)

Venue: Hong Kong Wetland Park, Wetland Park Road, Tin Shui Wai, New Territories.

Tenderers wishing to attend the briefing session must complete and return by facsimile (fax no. 3152 2668) the registration form attached as Appendix to these Notes for Tenderers by 8 May 2025.

- 2.2 Each Tenderer is advised to send no more than two representatives to attend the Tender briefing session due to limited seating capacity.

3. Tenderer's Enquiries

Any enquiries from the Tenderer concerning the Tender Documents up to the date of lodging its Tender with the Government shall be made in writing and shall be addressed to:

Dr. WONG Tsz-chun, Adrian
Hong Kong Wetland Park
Wetland Park Road
Tin Shui Wai, New Territories
Fax no.: 3152 2668

Paragraph 13 of the Terms of Tender shall be read subject to the provisions of this Note 3.

APPENDIX TO THE NOTES FOR TENDERERS
Registration Form for Tender Briefing Session cum Site Visit

To: Dr. WONG Tsz-chun, Adrian
Hong Kong Wetland Park
Wetland Park Road
Tin Shui Wai, New Territories
Fax no.: 3152 2668

**Tender for the Provision of Habitat Maintenance Services
at the Hong Kong Wetland Park
(Tender Ref.: AFCD/WP/01/25)**

We will attend the Tender briefing session cum site visit for the above Tender
on 9 May 2025 (Friday), 2:00 p.m.
at Hong Kong Wetland Park
Wetland Park Road, Tin Shui Wai,
New Territories.

Representative(s) to attend:

Name _____
Position _____
Tel No. _____

Note 1: The registration form should be completed and returned by facsimile by 8 May 2025.

Note 2: Each company should register no more than 2 persons for the Tender briefing session due to limited seating capacity.

Note 3: Please provide a list of the company's questions, if any, together with this registration.

Signature of the Person
Authorized to sign Tender : _____

Name and Title of the
Authorized Person : _____

Company Name : _____

Tel No. / Fax No. : _____ / _____

Date : _____

PART 3 – SPECIAL CONDITIONS OF CONTRACT

1. Contract Period

- 1.1 Subject to other provisions of the Contract, the Contract shall be for a period of thirty-six (36) months effective from 1 November 2025, or such other date as specified in the Memorandum of Acceptance, and is subject to such sooner determination or extension as is provided for in this Contract.
- 1.2 Notwithstanding Clause 1.1 above, the Government may extend the Contract Period for additional period(s) of not more than thirty-six (36) months in aggregate. The Government shall be entitled to exercise such option, not less than one (1) month prior to the expiry of the original Contract Period (as last extended, as the case may be) by giving the Contractor a written notice to that effect specifying in such notice the period of extension.
- 1.3 There is no limit on the number of times the Government exercises its option to extend or the period of each extension pursuant to Clause 1.2 above provided that the maximum extended period(s) (excluding the original period of 36 months) do not exceed thirty-six (36) months.
- 1.4 Clause 1 of the General Conditions of Contract shall be read subject to the provisions of this Clause 1.

2. Total Services and Variation

- 2.1 The Contractor must provide the Services in accordance with the terms and conditions of the Contract (including but not limited to the Service Specifications, the General Conditions of Contract, the Special Conditions of Contract, the Execution Plan and other Schedules) and any drawings and specifications (if any) as may be supplied by the Government Representative to the Contractor from time to time. Such drawings and specifications shall be returned to the Government on completion of the Contract. The Contractor shall perform the Services as the Government Representative may direct from time to time. The Contractor shall not vary any requirements or specifications set out in the Contract (including the Execution Plan and other Schedules) without the prior written approval of the Government.
- 2.2 Without prejudice to other provisions in the Contract, the Government Representative may, at any time during the Contract Period by giving fourteen (14) days' prior written notice to direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services, including but not limited to the required manpower (i.e. number of General Workers and Supervisors), the number of Water Wagons (including Water Wagon Operators) and the quality and frequency of the Services, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Contract. All variations in the required manpower and the number of Water Wagons will be made in the unit of man-day or vehicle-day (i.e. 8 working hours excluding meal break) whichever applicable.
- 2.3 Clause 2 of the General Conditions of Contract shall be read subject to the provisions of this Clause 2.

3. Payment of the Contract Price

- 3.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with all terms and conditions of the Contract, and subject always to all and any set-off, deductions or withholding, the Government shall pay to the Contractor the Monthly Payment in arrears for that month for the Services actually performed based on the staffing requirement of the Non-skilled Workers and Water Wagons as set out in Clause 10 below and the Monthly Rate specified in the Price Schedule subject to any payment discount, deductions or variation provided for in the Contract.
- 3.2 Subject to Clause 7.1 below, where there is a variation of the Services in accordance with Clause 2.2 above in a month, including any increase or decrease in the manpower, number of Water Wagons and/or frequency of Services as directed by the Government, the Monthly Payment payable by the Government in that particular month shall increase or decrease accordingly based on the unit rates specified in Part B of the Price Schedule.
- 3.3 The Contractor shall invoice the Government for payment of the Monthly Payment within 20 days after the expiry of each month with Services performed during the Contract Period. The invoice shall be submitted together with an accountant's certificate in the form set out in Appendix to the Special Conditions of Contract and delivered to the Government Representative at the correspondence specified in Appendix to the Terms of Tender. The accountant's certificate shall be certified by a certified public accountant (practicing) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50), showing that the Contractor has:
- (a) paid the Non-skilled Workers no less than the wages specified in Clause 4.1 below; and
 - (b) made contributions for all the Non-skilled Workers in accordance with the Mandatory Provident Fund Schemes Ordinance (Cap. 485).
- 3.4 Clause 11.3(b) of the General Conditions of Contract shall be replaced with the following:
- “within thirty (30) days after the receipt of the invoice or the accountant's certificate, whichever is the later, from the Contractor for that billing period,”
- 3.5 Subject to Clause 11.8 of the General Conditions of Contract, the Government shall pay the Monthly Payment to the Contractor within one (1) month upon receipt of an application complying with the requirements in Clause 3.3 above.
- 3.6 Clause 11 of the General Conditions of Contract shall be read subject to the provisions of this Clause 3.

4. Level of Wages and Allowable Maximum Working Hours for Non-skilled Workers

- 4.1 The Contractor shall promptly pay or ensure to be promptly paid to each Non-skilled Worker during the Contract Period a wage not less than:
- (a) the minimum monthly wage or minimum hourly wage, whichever applicable, for the respective Non-skilled Worker type quoted in Part IV of the Information Schedule; or

- (b) the minimum monthly wage or minimum hourly wage, whichever applicable, referred to at (a) above as the same may be adjusted as a result of future revision of the Statutory Minimum Wage,

whichever is higher.

- 4.2 The Contractor shall inform the Non-skilled Workers of the minimum wages as committed in the Tender Documents by the Contractor.
- 4.3 Each Non-skilled Worker is required to work for eight (8) hours per day (excluding all breaks and meal-times) with one paid rest day for every seven (7) days, save with the prior written consent of the Government.

5. **Insurance**

- 5.1 Clause 21.1(a) of the General Conditions of Contract shall be replaced with the following:

“a public liability insurance policy exclusively for this Contract in the joint names of the Government and the Contractor (with appropriate cross-indemnity clause as if a separate policy had been issued to each of them) subject to a limit of indemnity of not less than HK\$10 million for any one event but otherwise unlimited with a reputable insurance company authorized under the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong) and on such terms and conditions as shall be approved by the Government Representative against liability to pay damages and compensation for injury to or death of any person and for loss or damage to any properties whatsoever where such injury, death, loss or damage as the case may be caused or arose out of any act, omission, default or negligence of the Contractor or the Government Representative or their respective employees, or agents (notwithstanding any such act or omission was an act or omission which the Contractor may be authorized or obliged to do under this Contract) (“Public Liability Insurance Policy”). The Public Liability Insurance Policy shall provide that the insurance company will waive all claims of sub-rogation which it may otherwise have against the Government as a co-insured.”

- 5.2 Subject to Clause 21.1(b) of the General Conditions of Contract, the Contractor shall effect and keep in force, and renew upon expiry, throughout the Contract Period:
 - (a) a motor vehicle insurance policy in respect of all vehicles used in or in connection with the performance of the Services for their full reinstatement costs for the time being (if any);
 - (b) an insurance policy in full compliance with the Motor Vehicles Insurance (Third Party Risks) Ordinance (Cap. 272) in respect of all such vehicles specified in Clause 5.2(a) above (if any); and
 - (c) an employees’ compensation insurance policy in compliance with Section 40 of the Employees’ Compensation Ordinance (Cap. 282).
- 5.3 Clause 21.1.2 of the General Conditions of Contract shall be replaced with the following:

“the Applicable Period for the insurance policies specified in Clause 21.1 above shall be the Contract Period.”

- 5.4 For all insurance policies required under the Contract, the Contractor shall comply with and observe duly and punctually all terms and conditions set out in these policies. The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim covered by the relevant insurance policy.
- 5.5 In the occurrence of any event which gives rise to liability from which an insurer of any of the aforementioned insurance policy indemnifies the Contractor and/or the Government subject to the terms set out therein, and regardless of whether there be a claim against the Contractor for compensation or not, the Contractor shall within seven (7) clear working days give notice in writing of such event to the Government Representative.
- 5.6 Clause 21 of the General Conditions of Contract shall be read subject to the provisions of this Clause 5.

6. Notice to be displayed or circulated

All notices displayed or circulated by the Contractor requiring its employees or the public to comply with the rules and regulations of the Government or other competent authority shall be written in English and Chinese.

7. Contractor's Acknowledgement, Obligations and Contract Performance

- 7.1 The Contractor acknowledges that due to seasonal changes, tropical cyclones, inclement weather, festivals and special events, the amount of work may fluctuate. The Contractor shall make necessary allowance and provide adequate resources to cope with the amount of increased work. The Contractor shall not be entitled to any additional payment in respect of these services.
- 7.2 The Contractor acknowledges that the Services are required throughout the Contract Period including days of inclement weather. If the Government Representative directs any Contractor's Personnel to suspend performing their duties during the period when tropical cyclone signal No. 8 or black rainstorm warning signal is in force, the Contractor shall ensure such Contractor's Personnel to resume their duties within two (2) hours after the lowering of such signals.
- 7.3 The Contractor acknowledges that some of the Services, including watering and pruning inside the Visitation Area and any other parts of the Services as the Government Representative may direct, shall be performed outside the Opening Hours of the Hong Kong Wetland Park as far as possible to avoid disturbance to visitors. The Contractor shall hence arrange such works to be carried out during the period of 7:00 a.m. to 7:00 p.m. on non-public holiday Tuesdays, the period of 7:00 a.m. to 10:00 a.m. or 5:30 p.m. to 7:00 p.m. on Opening Days of the Hong Kong Wetland Park, or such other periods as approved by the Government Representative.
- 7.4 Clause 3.4 of the General Conditions of Contract shall also include following sub-clause:

“

- (d) Comply with the Factories and Industrial Undertakings Ordinance (Chapter 59 of the Laws of Hong Kong), Criminal Procedure Ordinance (Chapter 221 of the Laws of Hong Kong) and Employee's Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).

”

- 7.5 Clause 3 of the General Conditions of Contract shall be read subject to the provisions of this Clause 7.

8. Warranties and Representations

- 8.1 Clause 4.1(b) of the General Conditions of Contract shall be replaced with the following:

“the Contractor shall carry out the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner and to the satisfaction of the Government Representative;”

- 8.2 Clause 4.1 of the General Conditions of Contract shall also include following sub-clauses:

“

- (l) all Contractor's Personnel are in good health and physique to work outdoor and are able to speak Cantonese and write and read Chinese;
- (m) it shall comply with all reasonable requests and directions from the Government Representative and shall use its best endeavours to promote the interests of the Government; and
- (n) the execution and delivery of this Contract and the performance by the Contractor of its obligations hereunder will not:
 - (i) result in any breach of any provision of the Memorandum or Articles of Association or any other constitutional instruments of the Contractor;
 - (ii) result in breach of, or constitute a default under, any instrument, agreement or arrangement to which the Contractor is bound; or
 - (iii) result in a breach of any order, judgement or decree of any court or government agency to which the Contractor is a party or by which the Contractor is bound.

”

- 8.3 Clause 4 of the General Conditions of Contract shall be read subject to the provisions of this Clause 8.

9. Contractor's Equipment and Tools

- 9.1 Throughout the Contract Period, the Contractor shall, at its own costs, provide sufficient tools and equipment, including but not limited to water pumps, handcarts, hose and fuel for the safe, proper and efficient performance of the Services.

- 9.2 The Contractor shall provide such number of Water Wagon(s) (each with at least 1000L water tank) with Water Wagon Operator(s) as specified in Clause 10.1 below for watering all the vegetated areas in the Park. In the case of rainy weather, the Government Representative may instruct the Contractor to reduce the number of Water Wagon(s) required for watering for a period in accordance with Clause 2.2 above, or to deploy the Water Wagon Operator(s) to perform any other appropriate duties for the Services which will not be regarded as a variation under Clause 2.2 above.
- 9.3 The Contractor shall maintain the tools and equipment provided in Clauses 9.1 and 9.2 above in good conditions and replace any such defective tools and equipment at its own costs.
- 9.4 The Government shall not be liable for any loss of or damage howsoever caused to such equipment, materials, tools or vehicles belonging to the Contractor and used for or in connection with the performance of the Contract.

10. **Contractor's Personnel**

- 10.1 Unless there are any increases or decreases in the Services as directed by the Government Representative in accordance with Clauses 2.2 and 9.2 above, the Contractor shall provide such minimum numbers of staff and Water Wagon as specified in the table below:

Staff / Water Wagon (8 hours per staff member / vehicle per day)	Minimum Number of Staff / Water Wagon Required per day on days other than non-public- holiday Tuesdays	Minimum Number of Staff / Water Wagon Required per day on non-public- holiday Tuesdays	Minimum Number of Staff / Water Wagon Required per month*
General Worker [^]	8	13	$13 \times D_1 + 15 \times D_2$
Supervisor	2	2	$2 \times D_{\text{TOTAL}}$
Water Wagon (including a Water Wagon Operator)	1	1	$1 \times D_{\text{TOTAL}}$

* D_1 = Number of days other than non-public-holiday Tuesdays of the month;
 D_2 = Number of non-public-holiday Tuesdays of the month; and
 $D_{\text{TOTAL}} = D_1 + D_2$ = Number of days of the month.

[^] The divergence between the minimum number of General Workers required per day and per month is to allow flexibility of manpower deployment according to daily service needs.

- 10.2 In addition to Clause 10.1 above, the Contractor should, at its own costs, provide additional General Workers as listed in the table below:

Periods anticipated to require additional General Workers[^]	Additional General Workers (in man-days) Required*
August 2026, 2027 and 2028 respectively	14
October 2026, 2027 and 2028 respectively	14
March to May in 2026, 2027 and 2028 respectively	70

* The Government may in accordance with Clauses 2.2 and 22.1 of these Special Conditions of Contract to reduce the additional General Workers required and make deductions from the Monthly Payment should there be any unapproved absence of the additional General Workers. The addition of the General Workers provided in this Clause are not regarded as variations under Clause 2.2 above and providing such addition in manpower shall not entitle the Contractor for any additional payment to the Monthly Payment.

[^] The periods are for reference only and may therefore be adjusted subject to the mutual agreement between the Government Representative and the Contractor.

- 10.3 The Contractor shall provide the details of all Contractor's Personnel, including the name, training records and photographs, and any other requested details, of each of the Contractor's Personnel to the Government Representative at least two (2) weeks before the commencement of the Contract Period and any other time as directed by the Government.
- 10.4 The Contractor shall not deploy any person of known bad character, disorderly conduct or violent character to perform the Services. The Contractor shall make diligent efforts to scrutinize the background of the persons who may be deployed to perform the Services to ensure that this Clause is complied with.
- 10.5 For each month during the Contract Period, the Contractor shall submit a monthly work schedule showing the detailed manpower deployment to the Government Representative for approval. Such monthly work schedule shall be submitted fourteen (14) days before the commencement of the month to which the schedule relates.
- 10.6 The Contractor shall nominate a person (the "Contract Manager") to be in charge of the Services for the Government Representative's approval at least two (2) weeks before the commencement of the Contract Period. The Contract Manager shall have the full authority to act on behalf of the Contractor including making all necessary decisions regarding the provision of the Services and to receive all instructions from the Government Representative. The nomination shall set out the name, qualifications, experience, address, telephone number and other means of direct contact of the nominated Contract Manager.
- 10.7 Upon the request of the Government Representative, the Contract Manager shall:
- attend meetings in relation to the Contract with the Government Representative, including meetings that could be held immediately after a request by the Government Representative in the case of emergency;

- (b) attend meetings arranged by the Government Representative with any persons, groups or associations in order to resolve complaints and suggestions in relation to the Services; and
- (c) prepare written report(s) on any aspect of the Services as specified by the Government Representative.

10.8 Each of the Contract Manager and the Supervisors shall:

- (a) act and respond promptly to any instructions or queries given or made by the Government Representative;
- (b) remain contactable by mobile phone at all times during the Contract Period when required;
- (c) upon the request of the Government Representative, accompany and assist the Government Representative in its inspection of the performance of the Services; and
- (d) provide proper training, supervision of and instructions to other Contractor's Personnel.

10.9 Each of the Supervisors shall have at least 3 years of experience at supervisory level in Habitat Maintenance Services.

10.10 The Contractor shall not replace the Contract Manager or any Supervisor without the prior written approval of the Government Representative. The Contractor shall submit the details of the proposed replacement personnel as listed in Clause 10.3 above to the Government for approval at least seven (7) days before any such proposed change. The Contractor shall ensure that the replacement personnel are not less qualified in terms of relevant experience than the outgoing Supervisor and/or Contract Manager. For replacement of the Contractor's Personnel other than the Supervisor(s) and the Contract Manager, the Contractor shall provide the details of the replacement personnel as listed in Clause 10.3 above to the Government Representative on or before the day of replacement.

10.11 The Government Representative may, in its absolute discretion, require the Contractor to promptly remove or replace any of the Contractor's Personnel if the Government Representative is not satisfied with the performance of the relevant Contractor's Personnel, or on the basis of capability, safety, medical, security, ethical or disciplinary ground.

11. Uniform

The Contractor shall ensure that all the Non-skilled Workers wear tidy and clean uniforms with the name of the Contractor's firm shown in a conspicuous position when performing the Services. The design and material of the uniform shall comply with the requirements specified in Clause 20.1(d) below and shall be approved by the Government Representative in advance. Any such uniforms shall be provided, maintained and replaced as necessary by the Contractor at its own costs.

12. Performance and Supervision of the Contractor's Personnel

- 12.1 The Contractor shall ensure that all Contractor's Personnel maintain the highest standard of discipline, courtesy, behaviour and consideration in performing the Services.
- 12.2 The Contractor shall be responsible for the good conduct of the Contractor's Personnel while they are performing the Services under the Contract and shall ensure that they behave accordingly. The Contractor shall ensure that the Contractor's Personnel engaged in the provision of the Services are fit for their tasks.
- 12.3 The Contractor and the Contractor's Personnel shall deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in performing the Services under the Contract.
- 12.4 The Contract Manager shall be responsible for the overall supervision of the performance of the Contractor's Personnel and shall make surprise inspection of the performance of the Services as frequent as possible and in any event at least once per month. The findings made by the Contract Manager during a surprise inspection shall be recorded in writing and made available to the Government Representative for inspection and retention upon the latter's request.

13. Site Record and Report

- 13.1 The Contractor shall keep a record of attendance of the Non-skilled Workers. The attendance record shall show the number of Non-skilled Workers who are on duty together with their names, identity card numbers, posts, hours on duty, arrival and departure times. The arrival and departure times of the Non-skilled Workers shall be recorded by electronic time recording equipment, approved by the Government Representative, provided at the Contractor's own cost. In case of malfunction of the electronic time recording equipment, the arrival and departure times could be manually recorded by the Supervisor(s) who is on duty and the Contractor shall repair or replace the equipment as soon as possible. Such attendance records shall be made readily available for inspection by the Government Representative upon request.
- 13.2 The Contractor shall, upon the request of the Government Representative, provide any other information and documentation relating to the provision of the Services, including any information which can enable the Government Representative to verify the information contained in the attendance record mentioned in Clause 13.1 above, to the Government Representative or such other person as the Government Representative may direct.
- 13.3 The Government Representative may prescribe the form of the Contractor's records and/or documents requested under Clauses 13.1 and 13.2 above.

14. Personnel Records and Contractual Obligations under the Standard Employment Contract

- 14.1 The Contractor shall maintain complete, proper, current and accurate records of the Standard Employment Contract (including any amendments, variation or cancellation thereto) (if applicable), the attendance records and wage books showing details of working hours, working days, payment of wages to all the Contractor's Personnel, bank autopay return, receipt of wages and record of contribution to the statutory provident fund schemes for the Government's inspection. Such records shall include the post, sex, identity card number, age, training attended by the person, and the name and photograph of each Contractor's Personnel. For the Contract Manager and the Supervisors, the Contractor shall also keep record of their relevant qualifications and/or record of experience.
- 14.2 The Contractor shall enter into a written Standard Employment Contract (including the accompanying guidance notes) with each of its Non-skilled Worker employed for the performance of the Contract if the employment period exceeds seven (7) days. The Contractor shall ensure that all Non-skilled Workers fully understand all contents of the Standard Employment Contract.
- 14.3 The Contractor shall strictly observe its contractual obligations under the Standard Employment Contract, including but not limited to, the contractual obligations the breach of which would attract a Demerit Point.
- 14.4 Without prejudice to the generality of Clause 14.3 above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
- (a) paying wages;
 - (b) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
 - (c) paying wages at a rate of at least 150% for the Non-skilled Workers who are required to work when typhoon signal no. 8 or above is hoisted;
 - (d) paying wages by means of autopay to the Non-skilled Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned, and in which case the Contractor must obtain receipt of wages from the relevant worker upon payment);
 - (e) paying the gratuity to the Non-skilled Workers as provided under Clause 16.1 of the Special Conditions of Contract (where applicable);
 - (f) paying the gratuity to the Non-skilled Workers as provided under Clause 16.2 of the Special Conditions of Contract (where applicable); and
 - (g) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.

- 14.5 If the Contractor fails to comply with any of its obligations in Clauses 14.2 to 14.4 above, without prejudice to any other rights, actions or remedies available to the Government including but not limited to the issuance of one or more Demerit Points to the Contractor, the Government may terminate the Contract immediately.
- 14.6 The Contractor shall not amend or vary any term of the Standard Employment Contract except with the prior approval of the Government.
- 14.7 The Contractor shall within three (3) weeks after the commencement of the Contract Period provide to the Government Representative a copy of each of the signed Standard Employment Contract entered into between the Contractor and the Non-skilled Workers for the Government's record, and shall provide such other documentary evidence as may be requested by the Government Representative from time to time to show to the Government's Representative satisfaction that this Clause and Clause 4 above have been complied with. For any Non-skilled Workers employed after the commencement of the Contract Period, the Contractor shall provide a copy of the signed Standard Employment Contract entered into between the Contractor and the newly employed staff within one (1) week after such employment.
- 14.8 The Contractor shall obtain all necessary permissions and consents from each Contractor's Personnel for disclosure of their personal data, the Standard Employment Contracts (if applicable) and all other records of employment to the Government Representative and the representatives of the Labour Department when required for the purposes of this Contract.
- 14.9 All records stated in this Clause shall be readily available for inspection by the Government Representative at any time. The records on bank autopay return shall be submitted to the Government Representative for inspection and record purposes on a half-yearly basis. Any receipts of wage obtained in accordance with Clause 14.4(d) above shall be submitted to the Government Representative within one (1) month after obtaining such receipt.

15. Debarment Mechanism and Demerit Point System

- 15.1 Under the Debarment Mechanism, if the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor's offer (as the case may be) in future tender or quotation exercises.
- 15.2 Under the Demerit Point System, if the Contractor is in breach of any of the following contractual obligations in one separate incident (or two separate incidents in the case of Clause 15.2(j) over any continuous period of 12 months within the Contract Period), the Government is entitled to issue one Demerit Point to the Contractor:
- (a) wages;
 - (b) holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
 - (c) wages at a rate of at least 150% for the Non-skilled Workers who are required to work when typhoon signal no. 8 or above is hoisted;

- (d) daily maximum working hours;
 - (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;
 - (f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
 - (g) gratuity payable to the Non-skilled Workers as provided under Clause 16.1 of the Special Conditions of Contract (where applicable);
 - (h) gratuity payable to the Non-skilled Workers as provided under Clause 16.2 of the Special Conditions of Contract (where applicable);
 - (i) gratuity payable to Supervisory Staff as provided under Clauses 17.1 or 17.2 of the Special Conditions of Contract (where applicable); and
 - (j) compliance with all of the measures in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources.
- 15.3 For the purpose of each of Clauses 15.2(a) to (j) above, whether there is one separate incident of breach of the contractual obligations referred to therein shall be determined by the Government. For the purpose of each of Clauses 15.2(a) to (i) above, for every separate incident of non-compliance with the contractual obligations referred to therein, the Government is entitled to issue one Demerit Point to the Contractor. For the purpose of Clause 15.2(j), a non-compliance with the Heat Stroke Prevention Work Plan is a substantiated complaint or breach with respect to the Heat Stroke Prevention Work Plan determined by the Government. For every two separate incidents of non-compliance with the Heat Stroke Prevention Work Plan by the Contractor under this Contract over any continuous period of 12 months within the Contract Period, the Government is entitled to issue one Demerit Point to the Contractor.
- 15.4 The Demerit Point(s) will be mandatorily taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.

16. Gratuity to Non-skilled Worker

- 16.1 The Contractor shall pay a gratuity to each Non-skilled Worker upon the expiry or termination of the Standard Employment Contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of service of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract.

- 16.2 Notwithstanding Clause 16.1 above, for each Non-skilled Worker who has been employed by the Contractor under the Standard Employment Contract in respect of this Contract for a period of service of less than 12 months immediately before the termination of the Standard Employment Contract (and yet still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall still have to pay a gratuity to the Non-skilled Worker in respect of that shorter period of service provided that the Standard Employment Contract is terminated by the Contractor and the termination of the Standard Employment Contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

For the avoidance of doubt, for the purpose of this Clause 16.2, where the termination of the Standard Employment Contract is due to reason(s) in accordance with section 9 of the Employment Ordinance (Cap. 57) or due to the Non-skilled Worker terminating the Standard Employment Contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 16.2 to apply, this Contract shall originally be scheduled to have a contract duration of not less than 12 months had it not been the termination by the Government.

- 16.3 If a Non-skilled Worker is entitled to the gratuity in Clauses 16.1 or 16.2 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the period of service as mentioned therein.
- 16.4 The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.

17. Gratuity to Supervisory Staff

- 17.1 The Contractor shall pay a gratuity to each Supervisory Staff upon the expiry or termination of the contract of employment as defined in the Employment Ordinance (Cap. 57) entered into by the Contractor and the Supervisory Staff (referred to “the employment contract” hereafter for the purpose of Clauses 17.1 and 17.2), for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Supervisory Staff has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of service of not less than 12 months immediately before the expiry or termination of the employment contract.

- 17.2 Notwithstanding Clause 17.1 above, for each Supervisory Staff who has been employed by the Contractor under the employment contract in respect of this Contract for a period of service of less than 12 months immediately before the termination of the employment contract (and yet still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall still have to pay a gratuity to the Supervisory Staff in respect of that shorter period of service provided that the employment contract is terminated by the Contractor and the termination of the employment contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

For the avoidance of doubt, for the purpose of this Clause 17.2, where the termination of the employment contract is due to reason(s) in accordance with section 9 of the Employment Ordinance (Cap. 57) or due to the Supervisory Staff terminating the employment contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 17.2 to apply, this Contract shall originally be scheduled to have a contract duration of not less than 12 months had it not been the termination by the Government.

- 17.3 If a Supervisory Staff is entitled to the gratuity in Clauses 17.1 and 17.2 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Supervisory Staff during the period of service as mentioned therein.
- 17.4 The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment.

18. Holiday Pay to Non-skilled Workers

The Contractor shall provide the holiday pay to a Non-skilled Worker provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for not less than one month immediately preceding a statutory holiday. The holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance (Cap. 57). Detailed requirements on the holiday pay payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.

19. Extra Wages to Non-skilled Workers for Working under Typhoon Signal No. 8 or above

If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift in which the Non-skilled Worker has worked, the Contractor shall pay the Non-skilled Worker for that day/shift at least 150% of the Non-skilled Worker's original pay for the hours worked in that day/shift. Detailed requirements on the extra wages payable for working under typhoon signal no. 8 or above are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein. For the avoidance of doubt, the extra wages stipulated in this Clause shall also apply to a Non-skilled Worker with whom the Contractor is not required to enter into the Standard Employment Contract.

20. Heat Stroke Prevention Work Plan

- 20.1 For Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources under this Contract, the Contractor shall implement the Heat Stroke Prevention Work Plan as submitted in the tender which shall at least cover the following proposals applicable to all such Non-skilled Workers–
- (a) making suitable work arrangement of heat stress such as rescheduling work to cooler periods and cooler places;
 - (b) carrying out measures included in the Heat Stroke Prevention Work Plan after making reference to the Labour Department’s “Guidance Notes on Prevention of Heat Stroke at Work” revised on 2 May 2024 at https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf (as may be updated from time to time) which shall cover at least the following:
 - (i) to conduct heat stress risk assessments for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees), and from time to time review the results of heat stress risk assessments as instructed by the Government Representative;
 - (ii) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, and providing sheltered/ventilated resting places) based on the risk assessment results; and
 - (iii) to arrange hourly rest breaks as appropriate for Non-Skilled Workers working outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force;
 - (c) providing potable water at all times during work;
 - (d) providing uniforms with dry-fit properties; and
 - (e) providing wide-brimmed hats, arm sleeves or umbrellas.
- 20.2 The Contractor is required to keep written records of (a) heat stress risk assessments for its Non-skilled Workers exposed to heat stress at work by using the Labour Department’s sample form as set out in the “Guidance Notes on Prevention of Heat Stroke at Work” revised on 2 May 2024 at https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf (as may be updated from time to time) as provided in Paragraph 7.1 in the Terms of Tender (Supplement); and (b) the performance of all of the requirements set out in Clause 20.1 above.

21. Passes

- 21.1 The Government Representative may issue passes to the Contractor for the admission of its vehicles, employees or agents to Government premises. If any person or vehicle of the Contractor fails to show such a pass on demand, the Government may refuse to admit such person or vehicle to the Government premises or any part thereof.
- 21.2 The Contractor shall submit the names, identity card numbers and two (2) photographs of each of his employees or agents requiring a pass, and the vehicle registration document for each of the Contractor's vehicle requiring a pass to the Government Representative.
- 21.3 Any pass issued under Clause 21.1 above shall be returned to the Government Representative upon termination of the Contract, cessation of the bearer's employment with the Contractor/ the use of the vehicles for the performance of the Services (as the case may be), or on the Government Representative's demand, whichever is the earliest.
- 21.4 The Contractor shall on demand pay a deposit of one hundred (100) Hong Kong dollars to the Government Representative for each pass issued under Clause 21.1 above. Any such deposit shall be returned to the Contractor without interest when the respective pass is returned to the Government Representative.

22. Deductions

- 22.1 Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, if there is any absence from duty as stipulated in the left column below not in accordance with Clause 2.2 above during an entire shift or part thereof, the Government shall be entitled to make deductions from the Monthly Payment an amount (rounded up to the nearest dollar) calculated with the formula on the respective cells on the right column:

For any absence per hour:	Amount of Deduction (HK\$)
(a) a General Worker / a Water Wagon / a Water Wagon Operator	Monthly Rate \times 12 months \times 80% \div 5 314 man-days \div 8 hours
(b) a Supervisor	Monthly Rate \times 12 months \times 20% \div 730 man-days \div 8 hours

Any absence in excess of 30 minutes is counted as 1 hour. Multiple occurrences of absence entitle the Government to make multiple deductions without limit. Such deductions serve as recovery from liquidated damages and not as penalties.

22.2 The Contractor undertakes and warrants that it shall carry out all Accepted Innovative Suggestions. In the event that the Contractor fails to carry out in full any of the Accepted Innovative Suggestions (in each case a “non-complied Accepted Innovative Suggestion”), subject to Clauses 22.3 to 22.5, a sum of money calculated according to the applicable formula as liquidated damages for **EACH** of such non-complied Accepted Innovative Suggestions shall be deducted from the Monthly Payment or paid by the Contractor to the Government:

- (a) Liquidated damages relating to the Contractor’s failure to fully carry out an Accepted Innovative Suggestion in relation to the Services or any part thereof during a billing period (**L1**)

$$\mathbf{L1} = \mathbf{C1} \times \mathbf{W(T)} \times \frac{\mathbf{M(IS)}}{\mathbf{M(TP)}}$$

where $\mathbf{C1}$ = the Monthly Rate (i.e. the amount shall be before the deduction of any liquidated damages)

$\mathbf{W(T)}$ = the weighting, expressed as a percentage, of the technical assessment in the overall Marking Scheme

$\mathbf{M(IS)}$ = (depending on whether the non-complied Accepted Innovative Suggestion is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the non-complied Accepted Innovative Suggestion)

$\mathbf{M(TP)}$ = the maximum technical marks for the Technical Proposal in the Marking Scheme

- (b) Liquidated damages relating to the Contractor’s failure to fully carry out an Accepted Innovative Suggestion which is not related to Services (**L2**)

$$\mathbf{L2} = \mathbf{C2} \times \mathbf{W(T)} \times \frac{\mathbf{M(IS)}}{\mathbf{M(TP)}} \times \frac{\mathbf{P}}{\mathbf{CP}}$$

where $\mathbf{C2}$ = the Total Estimated Service Price (i.e. the amount shall be before the deduction of any liquidated damages)

$\mathbf{W(T)}$ = the weighting, expressed as a percentage, of the technical assessment in the overall Marking Scheme

M(IS) = (depending on whether the non-complied Accepted Innovative Suggestion is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the non-complied Accepted Innovative Suggestion)

M(TP) = the maximum technical marks for the Technical Proposal in the Marking Scheme

P = duration of time expressed in number of days during which the Contractor fails to fully carry out the relevant Accepted Innovative Suggestion within the Contract Period up to the day the amount of the liquidated damages is determined for the time being or up to the end of the Contract Period as the case may be

CP = Contract Period expressed in number of days

The amount calculated in accordance with the above formulae represents a reasonable sum proportionate to the Government's legitimate interest in the enforcement of the relevant Accepted Innovative Suggestion.

- 22.3 The number of Accepted Innovative Suggestions which are Pro-innovation Proposals that the Contractor fails to fully carry out and upon which liquidated damages are payable under the applicable formula in Clause 22.2 above shall not exceed the minimum number of Pro-innovation Proposals to which full marks could be awarded to a Tenderer in the Marking Scheme. The same for those Accepted Innovative Suggestions which are ESG Proposals. However, there is no limit on the number of billing periods in respect of which liquidated damages shall be payable under the first formula of Clause 22.2.
- 22.4 The aggregate amount of liquidated damages pursuant to the first formula and the second formula in Clause 22.2 above may not exceed 5% of the Total Estimated Service Price.
- 22.5 The liquidated damages payable pursuant to the first formula in Clause 22.2 above may be deducted from the Contract Price payable in respect of Services over the billing period to which the non-complied Accepted Innovative Suggestion relates or from any other Contract Price payable during the Contract Period. The Government reserves the right to demand the payment of the liquidated damages from time to time including the time when the invoice in respect of the relevant billing period is to be settled or in respect of any subsequent billing period or at the end of the Contract Period whether by setting off from any invoiced amount or from the Contract Deposit (if any). The liquidated damages payable pursuant to the second formula in Clause 22.2 above may likewise be deducted in the same manner from any Contract Price or from the Contract Deposit. Alternatively, any such amount shall be settled by the Contractor in cash as per the demand of the Government within seven (7) days.

- 22.6 For the avoidance of doubt, for any billing period during which the Services should be performed that an Accepted Innovative Suggestion is not complied with, liquidated damages shall be calculated separately under Clause 22.2 above for each such billing period.

23. Monies or Valuable Found

All monies or other items of value found by the Contractor's Personnel at the Park when performing the Services shall be handed to the Government Representative as soon as possible and the Contractor shall obtain from the Government Representative a written receipt therefor.

24. Inspection

- 24.1 Clause 8.3 of the General Conditions of Contract shall be replaced with the following:

“In the event that the Contractor, Contractor's Personnel or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Government may by notice in writing to the Contractor at any time require the Contractor to make good the failure or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Government in a notice.”

- 24.2 Without prejudice to any other rights and claims of the Government (including its other rights to terminate the Contract), if the Contractor fails to make good the failure or remedy the breach as required by the Government in accordance with Clause 8.3 of the General Conditions of Contract:

- (a) the Government shall be entitled to reject unsatisfactory performance of the Services and withhold the payment of Monthly Payment until the failure have been rectified by the Contractor;
- (b) the Government Representative may terminate the Contract in accordance with Clause 15.1(d) of the General Conditions of Contract; and
- (c) without prejudice to other provisions in the Contract, the Government shall be entitled to have such Services carried out by its own resources or by other contractors and to recover any loss, damages, claims or any liability that may be incurred by the Government and may deduct the same from any money due or becoming due to the Contractor under this or other contract with the Government.

- 24.3 Clause 8 of the General Conditions of Contract shall be read subject to the provisions of this Clause 24.

25. Termination

- 25.1 Without prejudice to other provisions of the Contract and to any other rights, actions or remedies available to the Government, if the Contractor or any sub-contractor engaged by the Contractor to perform this Contract:

- (a) is convicted of any of the Relevant Offences arising from this Contract; or

(b) has accumulated three or more Demerit Points arising from this Contract over a rolling period of 36 months,

the Government may terminate the Contract immediately.

25.2 Clause 15.6 of the General Conditions of Contract shall be replaced with the following:

“Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 15.1 to 15.5 and in each Sub-clause of Clauses 15.1 and 15.2 of General Conditions of Contract and each Sub-clause of Clause 25.1 of Special Conditions of Contract shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.”

25.3 Clause 15 of the General Conditions of Contract shall be read subject to the provisions of this Clause 25.

26. Relationship of the Parties

26.1 For the avoidance of doubt, the control of and the power to operate or manage the Park rests at all times with the Government. The Contractor is appointed as an independent contractor to provide the Services only. Nothing herein shall be construed to confer on the Contractor any control of or power to operate or manage the Park.

26.2 The Contractor shall inform all Contractor’s Personnel of its relationship with the Government as specified in Clause 23 of General Conditions of Contract and Clause 26.1 above.

26.3 Clause 23 of the General Conditions of Contract shall be read subject to the provisions of this Clause 26.

27. Assignment and Sub-contracting

27.1 The Contractor shall not enter into any sub-contract for the performance of the Services or any of its obligations under the Contract.

27.2 If the Contractor fails to comply with Clause 24.1 of the General Conditions of Contract and Clause 27.1 above, the Government may terminate the Contract immediately in accordance with Clause 15.1(i) of the General Conditions of Contract.

27.3 Clause 24 of the General Conditions of Contract shall be read subject to the provisions of this Clause 27.

28. Disclosure of Information

28.1 Clause 25.1 of the General Conditions of Contract shall also include following sub-clauses:

“

- (e) wages and maximum working hours of the Contractor's Personnel;
 - (f) the number of Contractor's Personnel engaged by the Contractor for the performance of the Contract;
 - (g) the Monthly Payment; and
 - (h) other information in relation to the Contract as the Government considers appropriate.
- ”

28.2 Clause 25 of the General Conditions of Contract shall be read subject to the provisions of this Clause 28.

29. Dispute

If disputes arise between any officer of the Department and the Contractor in relation to the performance of the Services which cannot otherwise be resolved, such dispute shall be referred to the Director of Agriculture, Fisheries and Conservation whose decision shall be final, conclusive and binding on the Contractor (in the absence of manifest error).

PART 3A – SERVICE SPECIFICATIONS

1. Scope of Service

The Contractor shall during the continuance of the Contract Period:

- (a) provide the services specified in Appendix I below;
- (b) for the Visitation Area (as defined in Site Plan 2 of Appendix II below), keep the horticulture and vegetation in a neat, tidy and well-manicured condition for the enjoyment of visitors. The Contractor is also required to maintain the vegetation around the Stream Walk, Wetland Discovery Centre, Succession Walk and Butterfly Garden (as defined in Site Plan 1 of Appendix II) along the route and make replacement of the vegetation whenever necessary or as instructed by the Government Representative;
- (c) for the portion of the Park outside the Visitation Area, including the boundary area of the Park, maintain the existing vegetation to ensure safety for people and property and further enhance the habitats in order to increase biodiversity, in particular to attract wildlife and maximise wildlife viewing opportunities for visitors; and
- (d) provide all other services required under the Contract, or upon the instruction of the Government Representative.

2. Irrigation

- 2.1 The Contractor shall water the vegetated area in the Park on a daily basis using the irrigation system provided by the Government where available to ensure the survival and satisfactory growth of the plants. The surface of the lawn on the roof of the Visitor Centre must be uniformly green in all seasons. When watering, the Contractor shall ensure water penetration to a depth of 125 mm over the entire surface area of the turf.
- 2.2 If for whatever reason the irrigation system in part or in whole is not available for use, the Contractor shall irrigate the vegetated area of the Park using equipment approved by the Government Representative.
- 2.3 Irrigation shall commence prior to the wilting point of the plants and continue so that the plants are maintained in healthy and vigorous conditions.
- 2.4 When the irrigation system is in use, the Contractor shall inspect the Park daily to ensure the correct operation of the system, with special regard to the sprinkler heads and to the correct and even penetration of water to reach the full extent of all the vegetated areas in the Park. The Contractor shall report any leaks in the irrigation system immediately to the Government Representative. Where possible, the relevant section of the system shall be isolated to prevent water loss.
- 2.5 The Contractor shall ensure the proper functioning of the irrigation system and carry out irrigation without causing any nuisance to the visitors of the Park. Irrigation shall be carried out outside the opening hours of the Park within the Visitation Area or as previously approved by the Government Representative.

- 2.6 For areas without water points or not covered by the irrigation system, the Contractor shall bring in its Water Wagon, or other equipment approved by the Government Representative, at its own cost to perform the watering duty.
- 2.7 The Contractor may be permitted to use water from the water points or, with the prior consent of the Government Representative, pump water from designated locations inside the Park for watering. This permission may be withdrawn at the discretion of the Government Representative without prior notice to the Contractor.
- 2.8 In case the Contractor has to supply fresh water for their own use, the water for watering shall be clean fresh water with salinity less than 1.0 ppt, pH value between 6.0 – 8.5 and without any toxic substances.

3. Weeding

- 3.1 Any unwanted plants growing within the Park, as identified by the Government Representative, shall be treated as weeds and shall be weeded out.
- 3.2 Any invasive plants growing within the Park, as identified by the Government Representative, shall be properly removed as a matter of priority.
- 3.3 Regular weeding operations shall be carried out as required. In the Visitation Area, weeding shall be carried out at least once a month. Outside the Visitation Area, weeding shall be carried out according to the instruction of the Government Representative. Any soil removed or disturbed during the operation shall be re-instated at the Contractor's own cost. The Contractor shall remove from the site all weeds and rubbish resulting from the weeding operations.
- 3.4 The Contractor shall clear, by hand-picking, all unwanted plants as directed by the Government Representative in some designated areas such as on the rooftop of the Visitor Centre and among planting pockets in the Park.
- 3.5 The Contractor shall clear unwanted plants in the water bodies of the Park, with the maximum water depth of 2.5m. The Contractor shall provide suitable training, equipment, vehicle and supervision to the Contractor's Personnel and ensure the operation(s) is carried out safely and efficiently.

4. Grass Cutting

- 4.1 The Contractor shall carry out grass-cutting services properly according to the standards described below and the instructions that may be given by the Government Representative from time to time.
- 4.2 Before commencing grass-cutting services, the Contractor shall manually remove all weeds and undesirable plants growing in the grassed areas. The Contractor shall inspect the grassed area and remove all visible loose objects such as stones, pieces of metal, wood and broken bricks, nails, and any other materials that may be struck and flung off by its grass-cutting machines. Such items shall not be heaped on site, but shall be immediately placed in containers approved by the Government Representative and properly disposed of at the Contractor's own cost after the grass-cutting services.

- 4.3 Grass shall be close cut as short as possible following the general contours of the ground, using only mechanical grass-cutting machines approved by the Government Representative. The stalk or blade of grass after each cutting shall not stand higher than 25 mm above the ground level.
- 4.4 The lawn shall be mowed monthly during peak growing season from April to September and bimonthly for the remaining months, or at such frequency as requested by the Government Representative.
- 4.5 The cut grass shall be swept to spread evenly over the cut area immediately after cutting and if considered necessary by the Government Representative, shall be bagged and properly disposed of.
- 4.6 The edges of all drains, road kerbs and footpaths shall be trimmed of overgrown grass and weeds growing thereat removed to present a neat and tidy appearance. The services shall be carried out immediately after the grass in the area has been mown. Edge trimming must be carried out with nylon-cord rotary blade machines or other authorized edge-trimmers approved by the Government Representative. Open blade rotary grass-cutter shall not be used for this purpose.
- 4.7 Grass growing in the spaces between slabs of footpaths, and in the spaces within and between perforated slabs shall be cut using a nylon-cord rotary machine with undesirable grasses and weeds manually removed. Soil, grass and weeds on the surface of slabs shall be removed.
- 4.8 Grass growing around trees, shrubs and outdoor furniture, base of fences and railing shall be cut using nylon-cord rotary machines or other appropriate machines approved by the Government Representative, or manually, and care shall be taken not to damage the plants, furniture and structure nearby. The Contractor shall be held responsible for any damage to and recovery of the damaged area.
- 4.9 The Contractor shall be responsible to take every safety precaution to eliminate danger to its workmen, the general public and property of others.
- 4.10 All grass cutting machines used shall be installed with suitable protective guards of approved materials to eliminate splinters and flung-off objects. Under no circumstances shall the protective guards be removed from the grass-cutting machines in operation. Rotary blade machines both hand-held and wheeled shall not be used or operated without approved guards or with inadequate, damaged or wrongly/poorly-fitted guards. If such unsafe machine(s) is used, the Government Representative reserves the right to direct the immediate removal of such unsafe machines from the work sites and the Contractor shall be liable for any delay in completing the Services due to such removal.
- 4.11 The Contractor shall at all times ensure that its workers wear safety boots, goggles and reflective safety vests whenever they are operating grass-cutting machines.

5. Pruning

- 5.1 The Contractor shall carry out pruning operation according to the standards described below and the instructions that may be given by the Government Representative from time to time.

- 5.2 The Contractor shall ensure that pruning operation will not cause damage to any nearby planting or structure. Safety measures must be taken to ensure the safety of the public. Warning signs shall be put up to keep public away from the area of work.
- 5.3 The Contractor's Personnel shall be equipped with appropriate and adequate machinery and safety equipment. These machinery and safety equipment shall be provided to the Contractor's Personnel at the Contractor's own cost and their use shall be approved by the Government Representative.
- 5.4 The Contractor shall prune trees, shrubs and hedges to encourage bushy growth and improve flowering wherever appropriate, and remove dead, damaged or crossing branches and dead flower heads. Neat and tidy cutting in accordance with the latest technical circulars, practice notes and guidelines issued by the Greening, Landscape and Tree Management Section of the Development Bureau shall be maintained at all pruning operations.
- 5.5 The Contractor shall prune and remove branches at the appropriate time of the year depending on the species or at such time instructed by the Government Representative using appropriate, sharp and clean implements.
- 5.6 The Contractor shall not leave pruned plant parts, especially disease and/or pest bearing ones, on the ground or on the planting beds. All pruned plant parts have to be bagged and properly conveyed to controlled tips within twenty-four (24) hours of pruning or within such other period as instructed by the Government Representative at the Contractor's own cost. If the use of plastic bag is unavoidable, biodegradable plastic bags shall be used.
- 5.7 The Contractor shall arrange suitable equipment such as elevated working platform and qualified workers, at its own cost, to perform plant pruning works at the height of 5 m or above from ground level at least once a month during the Contract Period. All the aerial pruning work shall follow the safety guidelines stipulated in "Appendix 6 – Guidelines on Arboriculture Occupational Safety and Health" of "Handbook of Tree Management" published by the Development Bureau, or any latest safety guidelines as advised by the Government Representative.
- 6. Vegetation Planting, Clearing and Transplanting**
- 6.1 The Contractor shall be responsible, at its own cost, for planting and/or transplanting any forms of vegetation such as herbs, shrubs and trees provided by the Government at any locations inside the Park as directed by the Government Representative.
- 6.2 The Contractor shall be responsible, at its own cost, for removing from the work site all plant materials cleared from such operations.

- 6.3 The Contractor shall be responsible for clearing *Sonneratia* spp. and other unwanted plants along the Mangrove Boardwalk and the Western Channel (as defined in Site Plan 1 of Appendix II below) upon the instruction of the Government Representative. The Contractor shall provide suitable training, equipment, vehicle and supervision to the Contractor's Personnel and ensure the operation is carried out safely and efficiently.
- 6.4 For transplanting of trees, the Contractor shall, upon the instruction of the Government Representative, be responsible for the excavation of root ball and tree pit, transportation of tree, breaking the bottom of tree pit, placing the plant in the pit to the correct line and level, backfilling of soil, supplying and securing angle iron stake and tie or bamboo tripod or wire guying.
- 6.5 The Contractor shall, at its own cost, be responsible for providing and installing protective materials such as bamboo sticks, fences, nets, mesh bags or other materials agreed by the Government Representative for the favourable growth of plants in the Park.

7. Soil, Soil Conditioning and Mulching

- 7.1 During the Contract Period, the Contractor shall, at its own costs, provide sandy loam soil with peat moss of maximum 20 m³ at the request of the Government Representative for planting purpose. The soil shall be free of grass or weed growth, sticky clay, stones exceeding 25 mm diameter and other chemical and biological contaminants. Soil sample shall be provided to and approved by the Government Representative before soil application.
- 7.2 The Contractor shall be responsible for the supply and application of soil conditioner(s) and mulching to the soil as and when required, or upon the instruction of the Government Representative. Mulching shall be applied to a depth of 20-25 mm.
- 7.3 Soil conditioner shall be organic and/or inorganic material free from impurities and containing no substance injurious to plants. Organic soil conditioner shall have all the following properties unless otherwise approved by the Government Representative:
- (a) pH (Hydrogen-ion concentration) between 5.5 and 8.5;
 - (b) Moisture content of 25-35%; and
 - (c) A carbon to nitrogen ratio between 25-70.
- 7.4 Organic conditioner shall be Sphagnum peat moss or properly composted organic materials. If composted organic material is used, the Contractor shall produce a certificate of analysis stating the composition, pH, carbon to nitrogen ratio and moisture content for approval by the Government Representative before delivering the conditioner to the Park.

8. Soil Cultivation

The Contractor shall carry out cultivation to improve aeration of the upper layer of soil to a depth of 100-150 mm by forking over. In the course of work, the Contractor shall take care not to disturb the roots or loosen the plants. After cultivation, all stones over 25 mm diameter and debris unearthed shall be removed from the site and properly disposed of at the Contractor's own cost. Cultivation shall be carried out as and when required or upon the instruction of the Government Representative.

9. Fertilising

9.1 The Contractor shall, at its own cost, be responsible for the supply and application of fertiliser to the soil as and when required or upon the instruction of the Government Representative.

9.2 Fertiliser shall be supplied in sealed waterproof bags and stored off the ground and away from water and direct sunlight.

9.3 For general use, the fertiliser shall be a slow-release fertiliser with a minimum 3-month release period at 32 °C and with N-P-K ratio of 15-15-15 or other features as specified by the Government Representative. Written details of the types of fertilisers to be used shall be submitted to the Government Representative for approval at least two (2) weeks before its application.

9.4 The Contractor shall follow the manufacturer's recommendations in terms of the rates and methods of applying the fertiliser. In general, the frequency of application shall be twice per year but it shall be varied subject to the species of plants or as directed by the Government Representative. Application will generally be arranged in late Spring and late Summer.

9.5 No fertiliser shall be applied to the water bodies unless instructed and approved by the Government Representative, and extra care shall be undertaken when applying fertilisers near water.

9.6 Records of the application of fertilisers shall be maintained at all times.

10. Pest and Disease Control

10.1 The Contractor shall prevent and eradicate the infestation and infection of pests and diseases on plants by physical and chemical means as appropriate.

10.2 The Contractor shall identify the pest and disease and select the proper control method. When physical method is adopted, such as the manual picking of Apple Snails and/or their eggs among the vegetation, removal of ant nests, beehives and wasp nests, the Contractor shall ensure the trampling impact caused to the plants to be as low as possible. When chemical method is adopted, only equipment and chemicals approved by the Government Representative shall be used and only trained Contractor's Personnel shall be assigned to carry out the Services. Detail records of each operation shall be submitted to the Government Representative for record purposes.

- 10.3 During the execution of chemical pest control method, all personnel carrying out such work shall possess adequate training and are registered under the Pesticides Ordinance (Cap. 133), if applicable. The Contractor shall check the site and the prevailing weather condition to determine if it is safe to conduct the operation. The Contractor shall ensure that the site is suitably cordoned off and that warning notice is displayed to keep off people when chemical is applied. The Contractor shall also display a warning notice at the site indicating that pest control chemical has been applied after the operation.
- 10.4 The Contractor shall provide the personnel assigned to carry out pest control proper training, protective clothing and working gears and ensure the personnel is properly equipped with the protective clothing and working gears during each operation, be physical or chemical method is adopted.
- 10.5 The Government Representative shall not be liable for any claims due to the negligence on the Contractor's part in carrying out the operation.
- 11. Security of Tree Stakes and Tree Ties**
- 11.1 The Contractor shall be responsible for the security of tree stakes and tree ties in the Park throughout the Contract Period. The Contractor shall pay particular attention in this regard before and after heavy rain and/or strong wind.
- 11.2 The Contractor shall inspect the tree stakes and tree ties in the Park once per month during the Contract period and replace, at its own cost, all broken, damaged or otherwise unsatisfactory tree stakes and tree ties.
- 11.3 Any tree ties which are causing chafing or abrasion of the plant shall be adjusted immediately.
- 12. Remedial Works after Typhoon or Black Rainstorm**
- 12.1 The Contractor shall report to the Government Representative within twenty-four (24) hours after the lowering of Typhoon Signal No. 8 or Black Rainstorm Warning Signal or upon the discovery of damage howsoever caused.
- 12.2 The Contractor shall, at its own cost, be responsible for providing labour, tools and equipment required for remedial works as a result of damage from typhoon, black rainstorm or other inclement weather or from other causes including but not limited to vandalism and fire. Such remedial works shall include pruning of damaged or broken branches, sealing wounds, re-staking of leaning plants, clearing and removal of broken and cut branches from the site. All remedial operations shall be finished within three (3) working days from the day the damage was sustained.
- 12.3 If the Contractor is unable to finish the remedial works within the three-day period, the Contractor shall submit a schedule of remedial works with a proposed date of completion for the Government Representative's approval.

13. Replacement Planting

The Contractor shall, at its own costs and upon request by the Government Representative, replace plants which are in unsatisfactory growth condition as a result of the Contractor's fault and/or sub-standard maintenance. The Contractor shall be responsible for providing plant(s) of the same type(s), the material and labour required for such replacement planting at its own cost. Unless otherwise agreed by the Government Representative, the Contractor shall carry out the replacement planting within a reasonable timeframe and in no event later than two (2) months upon receipt of the Government Representative's request.

14. Lawn and Reedbed Maintenance

14.1 The Contractor shall notify the Government Representative of any worn areas on the lawn of the Visitor Centre (as defined in Site Plan 1 of Appendix II below) once discovered and without delay. The Contractor shall re-turf such area using turf approved by the Government Representative at the Contractor's own cost.

14.2 When turf grass on the roof of the Visitor Centre reaches the height of 75 mm, it shall be cut to the height of 25 mm and free from weeds to reduce, pest and diseases.

14.3 Reedbed shall be harvested once every year or upon the instruction of the Government Representative.

15. Maintenance of Aquatic Plants and Wet Crop Cultivation

15.1 The Contractor is required to maintain the aquatic plants in the Dipping Pond, Education Pond (as defined in Site Plan 1 of Appendix II below) and the wet crop cultivation in the fields established beside the Wetland Discovery Centre in healthy condition, free from weeds and algae, throughout the Contract Period.

15.2 As some of the plants are seasonal or annual, the Contractor may need to replace the plants by the same species or other species as approved by the Government Representative. The list of aquatic plants and wet crops to be provided is given in the table below. Unless with the prior approval of the Government Representative, the fields in this area shall not be allowed to lie fallow for over one (1) month.

Species Name	Chinese Name
<i>Alisma plantago-aquatica</i>	澤瀉
<i>Coix lacryma-jobi</i>	薏苡
<i>Colocasia esculenta</i>	芋
<i>Cyperus malaccensis</i>	茳芏
<i>Eleocharis dulcis</i>	荸薢 / 馬蹄
<i>Euryale ferox</i>	茨實
<i>Ipomoea aquatica</i>	蕹菜
<i>Juncus effusus</i>	燈心草
<i>Oryza sativa</i>	稻
<i>Nasturtium officinale</i>	西洋菜
<i>Nelumbo nucifera</i>	荷花
<i>Nymphaea</i> spp.	睡蓮屬
<i>Sagittaria sagittifolia leucopetala</i>	慈菇
<i>Trapa natans</i>	菱角

* Note: This plant list is intended to be a guide only and is by no means exhaustive. The Government Representative may specify other plant species not included in the list from time to time during the Contract Period.

16. Collection and Disposal of Refuse within the Park

16.1 Unless otherwise instructed by the Government Representative, the Contractor shall remove all refuse resulting from any vegetation maintenance practice and grass cutting operations to the refuse collection point by the end of each working day. All unwanted refuse shall be packed in plastic bags or appropriate containers before transporting. The Contractor shall provide the containers and plastic bags and transport the refuse collected to the refuse point at its own cost.

16.2 The Contractor shall not cause damage to the planting in the Park when carrying out clearing duties.

16.3 The Contractor shall strictly prohibit its employees or agents from sweeping or dumping the refuse onto the adjoining pavement, channels or gullies, or other areas or sites at which refuse dumping is not allowed.

16.4 In addition to its normal horticultural maintenance duties under this Contract, the Contractor shall promptly perform refuse collection duties in the Park after the lowering of Tropical Cyclone Signal No. 8 or the cessation of the effect of rainstorm and thunderstorm.

17. Plant Label Fixing and Clearing

The Contractor shall conduct daily inspection of all plant labels installed inside the Park and be responsible for their proper fixing and cleanliness.

18. Free Flowing of Water Features

18.1 The Contractor shall keep all the water control structures free of obstacles. The Contractor shall remove all the vegetation, tree roots, dry leaves or litter blocking the water control structures.

18.2 The Contractor shall maintain the free flowing of water among rocks of all the water features.

18.3 The Contractor shall remove all unwanted algae or planktonic plants in the water bodies as directed by the Government Representative.

19. Maintenance of Pot Plants

The Contractor shall maintain all the pot plants inside the Park. The maintenance work includes but not limited to watering, fertilising, pruning, removal of weeds and pot cleaning.

20. Site Inspection

20.1 The Contractor shall regularly inspect the Park to ensure that the areas are kept clean and tidy, and that all planting, habitats and landscape features are in good standard of maintenance.

- 20.2 The Contractor shall conduct inspection of the Park before and immediately after inclement weather such as strong monsoon or heavy rain and shall take such precautionary measures as required by the Government Representative. The Contractor shall report the damage to the Government Representative and take remedial actions immediately after inclement weather.

21. **Reporting**

21.1 The Contractor shall submit the following records to the Government Representative for records purpose:

- (a) Daily maintenance log sheet;
- (b) Records of pest control operation as specified in Clause 10 hereof; and
- (c) Any other records from time to time as requested by the Government Representative.

21.2 The records shall be in the format approved by the Government Representative.

22. **Performance**

The Contractor shall maintain the habitats within the Park in accordance with the performance objectives listed in the table below.

Habitat(s)¹	Performance Objective
Visitation Area	Infestation of pests and diseases < 10%
	Weeds coverage <10%
	Dead grass <10%
	Coverage of invasive species <10%
	Sufficient watering of planting in Visitation Area at all times
	Survival of planted species in all planting pockets ² > 90% according to seasons or natural life cycle
	Survival of crop species near the Wetland Discovery Centre = 90% according to seasons or natural life cycle
	Grass on roof lawn of Visitor Centre < 100mm
Freshwater Marsh 1 and Freshwater Marsh 2	Coverage of invasive plants in all planting pockets < 10%
	Areal extent for shrubs for each planting pocket ± 20%
	Presence of disease/pest infection < 10%
	Survival of trees = 100%
Reedbed	Health condition of reeds < 10% suffering from disease, nutrient deficiency and pest infection
	Coverage of invasive plants < 5%
Mudflat	No vegetation on mudflat unless otherwise instructed by the Government Representative
	Height for bank-side plants < 1.5m

¹ Please refer to the Site Plans of this Tender Documents.

² The coverage and composition of all planting pockets as defined by the Government Representative at the start of the Contract.

Habitat(s)¹	Performance Objective
Spur Ponds	Survival of crop species > 90% according to seasons or natural life cycle
	Coverage of invasive plants < 10%
	Presence of disease/pest infection < 10%
Woodland A, Woodland B and Woodland C	Survival of planted trees and shrubs > 70%
	Coverage of invasive plants < 10%
	Height of overgrowth < 1.5m
Mangroves along Cross Channel	Survival of existing mangroves > 90%
	Coverage of invasive plants < 10%
	Width of open area between mangroves on two sides of channel along Mangrove Boardwalk > 4m
Storage pond	Grass around the bank < 1m
Planting along access paths	Survival of planted trees and shrubs > 80%
	Coverage of invasive plants < 10%
	Presence of disease/pest infection < 10%
	Height of open grass < 300mm

PART 3A – SERVICE SPECIFICATIONS

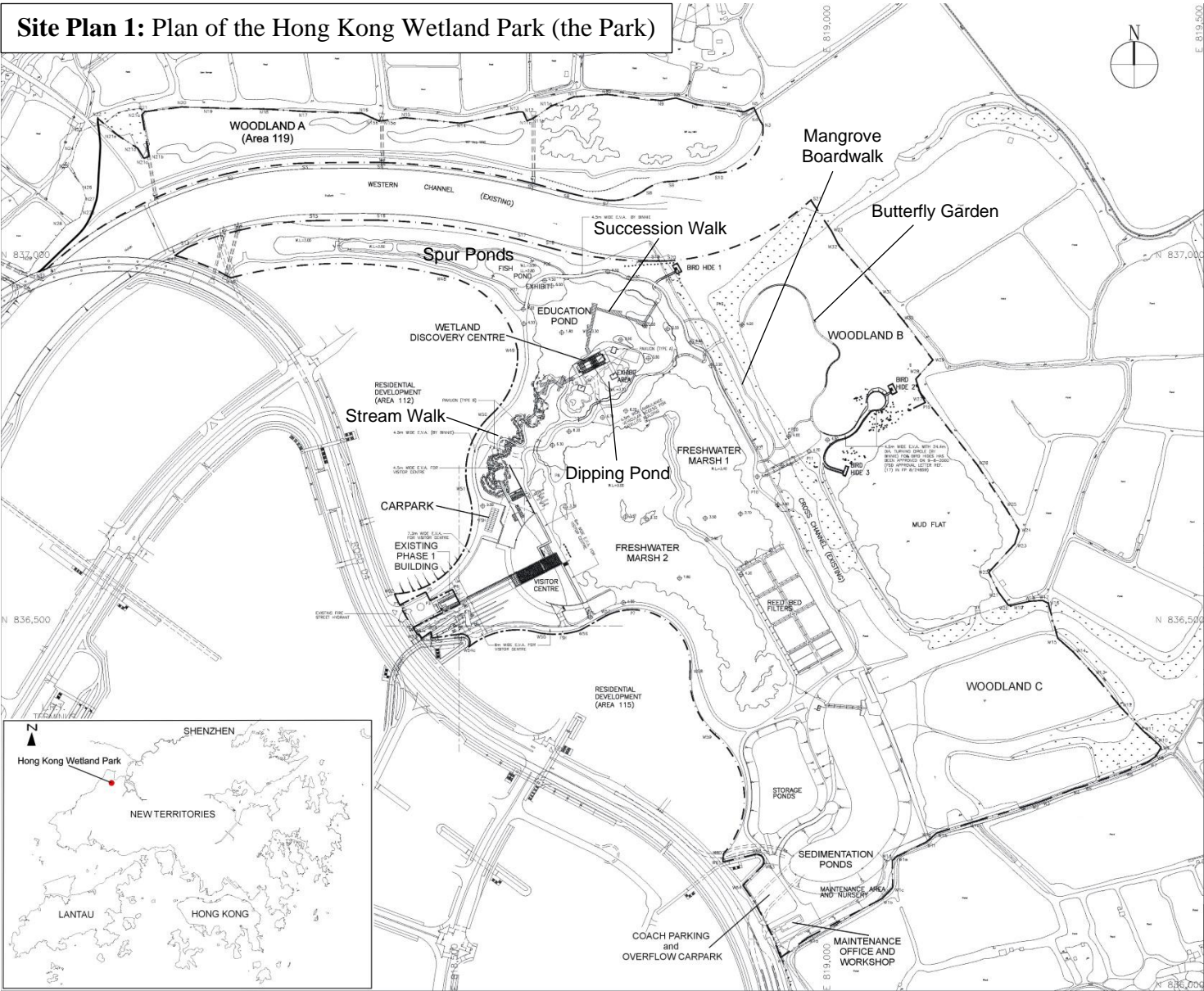
APPENDIX I

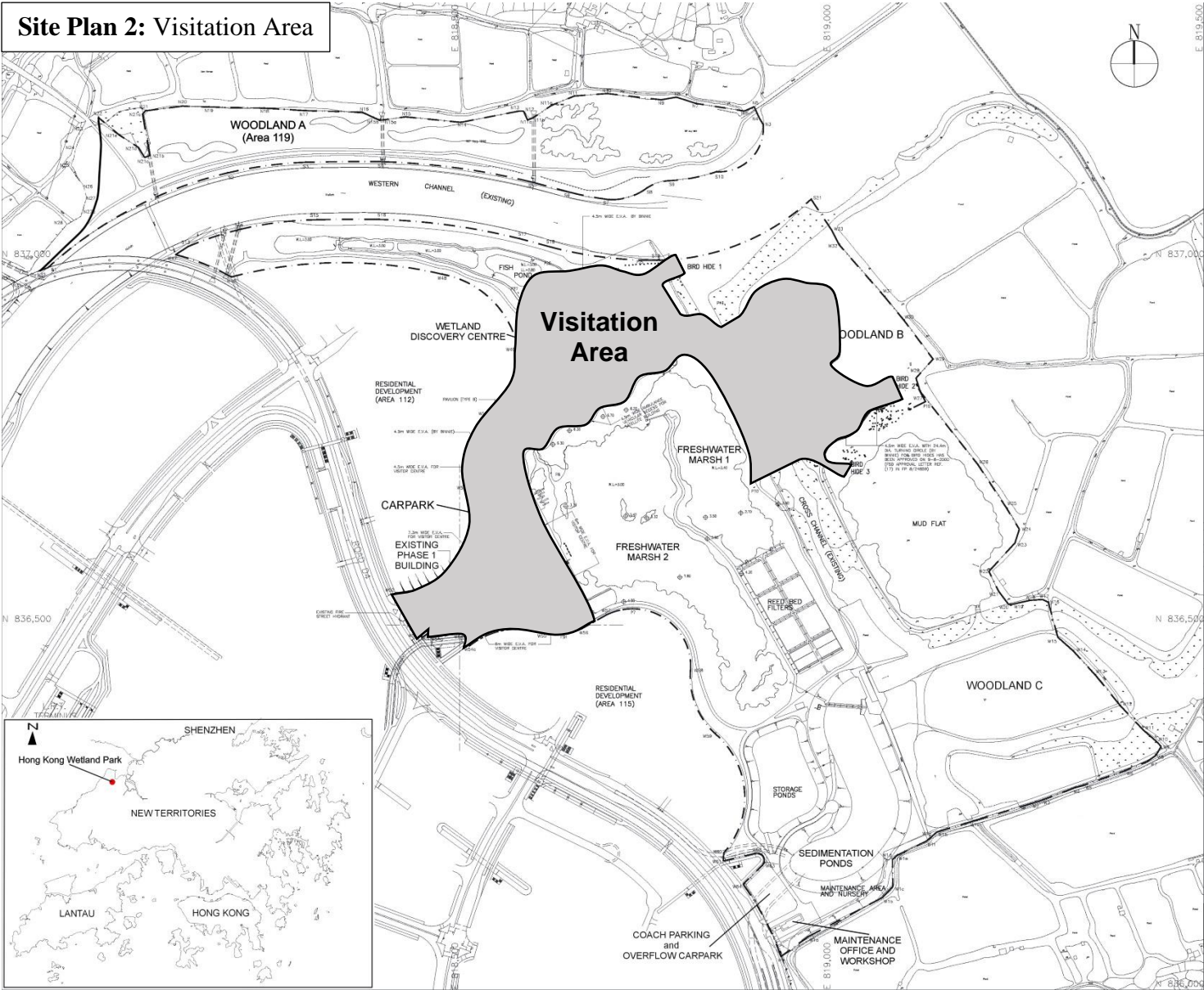
Habitat	Regular Maintenance Activities						Other ad hoc Maintenance Activities ⁶
	Inspection ¹	Irrigation	Weeding	Grass-cutting	Fertilising ³	Vegetation Maintenance ⁵	
Visitation Area	Daily	Daily	Daily	Weekly, or as and when required	Twice a year (Jun/Oct), or as and when required ⁴	Monthly, or as and when required	When and as required or instructed by the Government Representative
Freshwater Marsh 1	Daily	Daily ²	Twice a month	Bimonthly (wet season), quarterly (dry season), as and when required	As and when required	As and when required	
Freshwater Marsh 2	Daily	Daily ²	Twice a month	Bimonthly (wet season), quarterly (dry season), as and when required	As and when required	As and when required	
Reedbed	Daily	N/A	As and when required	Once per annum or as instructed	N/A	N/A	
Mudflat	Daily	N/A	As instructed	As instructed	N/A	N/A	
Spur Ponds	Daily	Daily ²	Twice a month	Bimonthly (wet season), quarterly (dry season), as and when required	Once a year (early Spring), or as and when required	Monthly, or as and when required	
Woodland A	Biweekly	As and when required	As and when required	Twice a year (March/October) or as and when required	Once a year (early Spring), or as and when required	as and when required	
Woodland B	Weekly	As and when required	As and when required	Twice a year (March/October), or as and when required	Once a year (early Spring), or as and when required	as and when required	
Woodland C	Biweekly	As and when required	As and when required	Twice a year (March/October), or as and when required	Once a year (early Spring), or as and when required	as and when required	
Mangroves along Cross Channel	Weekly	N/A	As and when required	N/A	N/A	as and when required	
Storage Pond	Daily	N/A	As and when required	Quarterly (dry season), or as and when required	N/A	N/A	
Planting along access paths	Daily	Daily	Twice a month	Quarterly (dry season), or as and when required	Once a year (early Spring), or as and when required	Monthly, or as and when required	

Notes:

1. To review and evaluate the habitat/plant condition with respect to the performance target
2. Irrigation works will focus on planting along the outer pond bund of the habitats
3. Fertilisers will only be applied to those planted terrestrial vegetation (trees shrubs, herbs and climbers)
4. Fertilisers will be applied to all of indoor plants on a monthly basis
5. Vegetation maintenance works include pruning, staking, adjust or replace all tree tie, etc.
6. Other ad hoc maintenance activities also include ad hoc inspection, irrigation, weeding, grass-cutting, fertilising and vegetation maintenance works as instructed by the Government Representative

PART 3A – SERVICE SPECIFICATIONS
APPENDIX II





PART 3B – SCHEDULES AND ANNEXES
ANNEX A TO THE TERMS OF TENDER
Part I – Method of providing the Contract Deposit
(Please complete and submit as a part of the “Technical Proposal”)

If the Contract is awarded to us, we shall pay to the Government the Contract Deposit *in cash/by way of a banker’s guarantee.

* Delete as appropriate.

N.B.: If a Tenderer does not complete this Part, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer

:

Name and Title of Authorised
Signatory

:

Name of Tenderer in Chinese
& English

:

Date

:

PART 3B – SCHEDULES AND ANNEXES
ANNEX A TO THE TERMS OF TENDER

Part II – Form of Banker’s Guarantee

(Where appropriate, please complete and submit as a part of the “Technical Proposal”)

THIS GUARANTEE is made on the day of

By.....
of, a bank within the meaning of the Banking Ordinance
(Chapter 155 of the Laws of Hong Kong) (hereinafter called the “Guarantor”)

In favour of

The Government of the Hong Kong Special Administrative Region (hereinafter called the “Government”) of the other part.

WHEREAS

(A) By a contract (hereinafter called the “Contract”) dated the _____ day of _____
20_____ made _____ between
_____ of

_____ (hereinafter called
the “Contractor”) of the one part and the Government of the other part (designated as the Agriculture,
Fisheries and Conservation Department Contract No. AFCD/WP/01/25), the Contractor agreed and
undertook _____ to _____ provide

_____ upon the terms and conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and conditions
hereinafter appearing, the due and faithful performance of the Contract by the Contractor.

Now this Guarantee executed as a deed witnesses as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the meaning
assigned to them under the Contract.

(2) In consideration of the Government’s acceptance of the bank named herein as the
Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.
 - (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
 - (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.
- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as “the Contractor” or where “the Contractor” is a partnership, any change in the partners or in its constitution or where “the Contractor” is a company, any change of its member or shareholder or its officers or its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.
- (5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:
- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);

- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
 - (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
 - (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
 - (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
 - (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.
- (6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.
- (7) This Guarantee shall have immediate effect on the same date as the Contract and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:
- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or
 - (b) if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),
- whichever is the applicable.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively “Other Security”) and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Government, at the Agriculture, Fisheries and Conservation Department of 5/F Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Hong Kong marked for the attention of Director of Agriculture, Fisheries and Conservation Department, facsimile number: 3152 2668;

(b) upon the Guarantor, at _____
_____, Hong Kong, marked for the attention of _____,
_____, facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor’s liability under this Guarantee shall not exceed _____.

(15) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/Seal*] of the said)
 Guarantor was hereunto affixed and)
 signed by)
)
 [Name & Title])
 duly authorised by its board of)
 directors in the presence of)

Name of witness:

Title of witness:

Signature of witness:

@ Signed Sealed and Delivered)
 for and on behalf of and as)
 lawful attorney of the Guarantor)
 under power of attorney dated)
 and deed of delegation)
 dated)
 by)
 [Name & Title])
 and in the presence of)

Name of witness:

Title of witness:

Signature of witness:

* Please delete as appropriate

@ See Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)

Note : When banker's guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

PART 3B – SCHEDULES AND ANNEXES
APPENDIX TO THE TERMS OF TENDER

Contact Details

(Please complete and submit as a part of the “Technical Proposal”)

Contact details of:

All correspondence with the Government or Government Representative relating to matters concerning the Contract from a potential Tenderer or the Tenderer or the Contractor shall be addressed to contact at (1) for

- (a) all enquiries concerning the Service Specifications or other technical aspects of the Services to be lodged by a potential Tenderer; and
- (b) all correspondence and notices concerning the Order and inspection of the Services from the Contractor.

- (1) the Government (the AFCD):

(Attn: Wetland Park Manager (Reserve))
Hong Kong Wetland Park
Wetland Park Road
Tin Shui Wai, New Territories
Hong Kong

Telephone Number: 2445 1605

Facsimile Number: 3152 2668

Email Address (subject to change): adrian_tc_wong@afcd.gov.hk

- (2) the Tenderer/Contractor:

Address:

Attn:

Telephone Number:

Facsimile Number:

Email Address:

- (3) Process Agent (for a Tenderer/Contractor incorporated, formed or established outside Hong Kong):

Address:

Attn:

Telephone Number:

Facsimile Number:

Email Address:

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer

:

Name and Title of Authorised
Signatory

:

Name of Tenderer in Chinese
& English

:

Date

:

PART 3B – SCHEDULES AND ANNEXES
APPENDIX TO THE SPECIAL CONDITIONS OF CONTRACT
Sample of Accountant's Certificate for Payment Application

FINANCIAL STATEMENT REQUIRED UNDER
CONTRACT REF. AFCD/WP/01/25
IN RELATION TO THE CONTRACTOR'S PAYMENT APPLICATION NO. _____

I/we have examined all the relevant employment agreements, payrolls, books, records, and other supporting documents which I/we deem necessary to ascertain the number and ranks of the Non-skilled Workers deployed to the Hong Kong Wetland Park under the above Contract by
(the Contractor)

and the wages paid to the Non-skilled Workers. I/we hereby certify that such number, ranks and wages are as stated in the attached Statement of Deployment and Wages of Non-skilled Workers. I/we hereby confirm that the wage to each Non-skilled Worker is no less than the minimum wages committed by the Contractor in the captioned Contract.

(※ Accountant's Signature))

(※ Accountant's Name))

(Date))

※ To be certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50).

DEPLOYMENT AND WAGES OF NON-SKILLED WORKERS**CONTRACT REF. AFCD/WP/01/25****FOR THE MONTH: _____, 2025**

No. of Sundays in the month: _____ No. of Statutory Holidays in the month: _____

Rank ¹	Name	Total days on-duty	No pay leave taken (including no pay statutory holidays)	Wages received ²	Remarks ³
S					
G					
W					

¹ S = Supervisor; G = General Worker; W = Water Wagon Operator² Wage received refers to that before deduction of employee's contribution to Mandatory Provident Fund.³ Among other things, any non-compliance against the committed maximum average daily working hours for General Workers shall be stated. Information on employee's and employer's contribution to Mandatory Provident Fund should also be provided._____
(※ Accountant's Signature))_____
(※ Accountant's Name))_____
(Date))

※ To be certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50).

PART 3B – SCHEDULES AND ANNEXES
THE PRICE SCHEDULE
(Please complete and submit as a part of the “Price Proposal”)

To: Director of Agriculture, Fisheries and Conservation

I/We,

having read the terms stated in these Tender Documents, hereby offer to provide the Service as required thereof as set out in the following table:

A. Monthly Rate and Total Estimated Service Price

Item No.	Description of Item	No. of months (a)	Monthly Rate (HK\$) (b) ^{1, 2}	Total Estimated Service Price (HK\$) (a) x (b)
Habitat Maintenance Services at the Hong Kong Wetland Park				
1	Provision of Habitat Maintenance Services at the Hong Kong Wetland Park	36		

and, where there is a variation of the Services in accordance with Clause 2.2 of Special Conditions of Contract in a month, including any increase or decrease in the manpower, the number of Water Wagons and/or frequency of Services as directed by the Government, the Monthly Payment payable by the Government in that particular month shall increase or decrease accordingly based on the unit rates specified in the following table:

B. Unit Rates for Manpower and Water Wagon

Description	Unit	Unit Rate (HK\$)
A General Worker	per man-day (i.e. 8 working hours excluding meal break)	
A Supervisor	per man-day (i.e. 8 working hours excluding meal break)	
A Water Wagon (including a Water Wagon Operator)	per vehicle-day (i.e. 8 working hours excluding meal break)	

C. Percentage of total staff cost against Total Estimated Service Price

Wages for the whole of the Contract Period (including contributions under Mandatory Provident Fund/Occupation Retirement Scheme)	Amount (HK\$)
(a) Staff required under the Contract - Contract Manager - General Workers - Supervisors - Water Wagon Operators	
(b) other supporting staff (please specify)	
Total staff cost (a) + (b) =	
% of total staff cost against Total Estimated Service Price =	%

Explanatory Notes:

1. In accordance with Clause 3.1 of the Special Conditions of Contract, the Monthly Payment payable by the Government will be subject to any payment discount, deductions or variation provided for in the Contract, including but not limited to the provisions under Clauses 3.2 and 22 of the Special Conditions of Contract. Hence the actual Monthly Payment payable may not be the same amount as the Monthly Rate quoted above and, on the same principle, the Total Estimated Service Price is also for reference only.

2. The Contractor shall be responsible for all costs and expenses required for providing the Services under the Contract, including but not limited to the all labour, services, equipment, materials and tools required to be provided under the Contract. Under no circumstances whatsoever shall the Government be liable for any payment to the Contractor for the Services performed in a month other than the Monthly Payment for that month at the Monthly Rate stated above.

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer

:

Name and Title of Authorised
Signatory

:

Name of Tenderer in Chinese
& English

:

Date

:

PART 3B – SCHEDULES AND ANNEXES
THE COMPLETENESS CHECK SCHEDULE
(Please complete and submit as a part of the “Technical Proposal”)

The Tenderer is requested to check and ensure that all of the following proposals, documents and information are submitted with its Tender in the correct envelopes (for Paper-based Tendering), or as correct attachment files (for Electronic Tendering). The Tenderer shall note Paragraph 3.3 of the Terms of Tender and Paragraph 2.3 of the Terms of Tender (Supplement) that failure to submit the proposals, documents and information as stipulated therein (viz., items (a), (b), (m), (n), (q), (w), (x) and (y) underlined below) before the Tender Closing Time will lead to the Tender not being considered further. Please check the box below to confirm that the item specified opposite is indeed submitted.

For the “Price Proposal”:

- ☐ (a) The duly completed and signed Price Schedule.

For the “Technical Proposal”:

- ☐ (b) In the case of Paper-based Tendering, an Offer to be Bound set out in Part 4 of the Tender Form (English or Chinese version) containing an original signature by or on behalf of the Tenderer. The Offer to be Bound to be submitted (other than the signature on the Offer to be Bound which must be original) shall be Part 4 of the Tender Form or a printed copy from a softcopy of Part 4 of the Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 4 of the Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further.

In the case of Electronic Tendering, the box signifying the Tenderer’s agreement with Part 4 “Offer to be Bound” of the Tender Form must have been checked.

- ☐ (c) The duly completed and signed Annex A to the Terms of Tender Part I (Method of providing the Contract Deposit).
- ☐ (d) The duly completed and signed Annex A to the Terms of Tender Part II (Form of Banker’s Guarantee) (if applicable).
- ☐ (e) The duly completed and signed Appendix to the Terms of Tender (Contact Details).
- ☐ (f) The duly completed and signed Completeness Check Schedule.
- ☐ (g) The duly completed and signed Information Schedule Part I (Basic Information).

- ☐ (h) A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer.
[if applicable]
- ☐ (i) (if the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer.
[if applicable]
- ☐ (j) (if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer.
[if applicable]
- ☐ (k) A certified extract of the Tenderer's board resolution or other documentary evidence acceptable to the Government demonstrating the Tenderer's authorized on and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating the Tenderer's authorized on and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be). If any of the aforesaid applicable situations, the name of the person authorized to sign the Offer to be Bound as shown in the aforesaid board resolution or documentary evidence (as the case may be) shall be the same as shown in the Offer to be Bound, failing which the Government reserves the power to seek clarification.
[if applicable]
- ☐ (l) The duly completed and signed Information Schedule Part II (Statement of Convictions).

- ☐ (m) The duly completed and signed Information Schedule Part III (Certification of Heat Stroke Prevention Work Plan).
- ☐ (n) The Heat Stroke Prevention Work Plan.
- ☐ (o) The duly completed and signed Information Schedule Part IV (Minimum Wages and Working Hours for Non-skilled Workers).
- ☐ (p) The duly completed and signed The Information Schedule Part V (Bank Account for Monthly Payment).
- ☐ (q) The duly completed and signed Information Schedule Part VI (Experience, Certification and Qualification).
- ☐ (r) The documentary proof of Tenderer's experience in the provision of Habitat Maintenance Services.
[if applicable]
- ☐ (s) The documentary proof of the experience of the nominated Supervisors.
- ☐ (t) The documentary proof of the qualifications of the nominated Supervisors.
[if applicable]
- ☐ (u) The documentary proof of relevant ISO certifications.
[if applicable]
- ☐ (v) The duly completed and signed Information Schedule Part VII (Proposals on Execution Plan).
- ☐ (w) The Work Plan.
- ☐ (x) The Organisation and Supervision Plan.
- ☐ (y) The Contingency Plan.
- ☐ (z) The duly completed and signed Non-collusive Tendering Certificate (see Paragraph 29.2 of the Terms of Tender).
- ☐ (aa) The duly completed and signed Innovative Suggestion Schedule with supporting documents (if any).
[if applicable]

- ☐ (bb) All other documents required in the Tender Documents.

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer

:

Name and Title of Authorised
Signatory

:

Name of Tenderer in Chinese
& English

:

Date

:

PART 3B – SCHEDULES AND ANNEXES
THE INFORMATION SCHEDULE

Part I – Basic Information

(Please complete and submit as a part of the “Technical Proposal”)

Information and documents required under Paragraph 7.1 of the Terms of Tender:

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	company / sole proprietorship / partnership / statutory corporation / others* (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: (i) managing director and other directors; (ii) partners; or (cc) sole proprietor	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(j)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer	Please attach if applicable.

(k)	(if the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy no.: Expiry date:	
(n)	A certified extract of the Tenderer's board resolution or other documentary evidence acceptable to the Government demonstrating the Tenderer's authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating the Tenderer's authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be) . In any of the aforesaid applicable situations, the name of the person authorised to sign the Offer to be Bound as shown in the aforesaid board resolution or documentary evidence (as the case may be) shall be the same as shown in the Offer to be Bound, failing which the Government reserves the power to seek clarification	Please attach if applicable.

Information required under Paragraph 16.2 of the Terms of Tender:

☐ * (a) I/We confirm that none of the events as mentioned in Paragraphs 16.1(a) to 16.1(g) of the Terms of Tender has ever occurred.

☐ * (b) I/We confirm that the following event(s) as mentioned in Paragraphs 16.1(a) to 16.1(g) of the Terms of Tender has occurred:

Date	Details of the Event

Note: * Please tick (✓) the appropriate box if the statement is confirmed to be correct.

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer

:

Name and Title of Authorised
Signatory

:

Name of Tenderer in Chinese
& English

:

Date

:

PART 3B – SCHEDULES AND ANNEXES
THE INFORMATION SCHEDULE
Part II – Statement of Convictions
(Please complete and submit as a part of the “Technical Proposal”)

A Tenderer hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Paragraph 8 of the Terms of Tender (Supplement)) for a period of five years immediately preceding the Tender Closing Date:

- (a) the Tenderer itself; and
- (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company.

Yes / No (please delete as appropriate)

If yes, please complete the following table –

Date of Offence	Location of offence	Date of Conviction	Ordinance and the Sections Breached	Court Penalties
(Use separate sheets if required)				

This Statement of Convictions shall be certified by an authorised person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government.

The signatory of this Statement of Convictions hereby authorise the AFCD to obtain information from all Government bureaux/departments and give consent to the Government bureaux/departments concerned to provide information about our conviction records in respect of the Relevant Offences to the AFCD for the purposes of assessment of our Tender under this tender exercise and subsequent management of the Contract.

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer : _____

Name and Title of Authorised
Signatory : _____

Name of Tenderer in Chinese
& English : _____

Date : _____

PART 3B – SCHEDULES AND ANNEXES
THE INFORMATION SCHEDULE

Part III – Certification of Heat Stroke Prevention Work Plan
(Please complete and submit as a part of the “Technical Proposal”)

Tender Reference : _____

Invitation to Tender /
Contract Title : _____

Name of Tenderer : _____

I, _____ [full name of registered safety officer], hereby certify that the Heat Stroke Prevention Work Plan prepared and submitted by the Tenderer in respect of the above-mentioned Invitation to Tender has been checked in full compliance with the requirements set out in Paragraph 7.1 of the Terms of Tender (Supplement) issued by the Government in relation to the above-mentioned Invitation to Tender.

Signature of Safety Officer : _____

Registration Reference under
the Labour Department : _____

Expiry Date of Registration
under the Labour Department : _____

Date : _____

Note 1: The signatory of this Certification of Heat Stroke Prevention Work Plan hereby authorise the AFCD to obtain information from the Labour Department and give consent to the Labour Department to provide information about the signatory's registration status with the Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) to the AFCD for the purposes of assessment of our Tender under this Invitation to Tender and subsequent management of the Contract.

Note 2: Regardless of the mode the Tender is submitted (viz. via paper-based tendering or electronic tendering (if applicable)), this must be signed and submitted as part of the Tender by the Tender Closing Date, otherwise the Tender will not be considered further. However, if a photocopy or scanned copy of this document signed by the above Safety Officer has been submitted (and which will be the case for electronic tendering if applicable), the Government reserves the power, but not the obligation, to request the original for further verification after the Tender Closing Date. In preparing this certification, please adopt the above wording, otherwise, the Tender may not be considered further. Where any blank has not been completed (apart from the name block and signature block), the Government reserves the power, but not the obligation, to request resubmission after the Tender Closing Date.

PART 3B – SCHEDULES AND ANNEXES
THE INFORMATION SCHEDULE

Part IV – Minimum Wages and Working Hours for Non-skilled Workers
(Please complete and submit as a part of the “Technical Proposal”)

The Tenderer shall propose in the table below the minimum wages and maximum working hours for Non-skilled Workers. Tenderers shall note Paragraph 5.1 of the Terms of Tender (Supplement) and Clause 4 of the Special Conditions of Contract:

Proposed Minimum Wages and Maximum Working Hours for Non-skilled Workers

Minimum Hourly Wage (HK\$)	Minimum Monthly Wage* (HK\$) (= Minimum Hourly Wage × 31 days × 8 hours)	Proposed Maximum Working Hours (hour)

* Tenderers should note that the proposed minimum hourly wage of a Non-skilled Worker shall not be less than the Prescribed Minimum Hourly Wage Rate as of the Tender Closing Date. For details, please refer to the “Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts” in AFCD website.

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer :

Name and Title of Authorised
Signatory :

Name of Tenderer in Chinese
& English :

Date :

PART 3B – SCHEDULES AND ANNEXES
THE INFORMATION SCHEDULE
Part V – Bank Account for Monthly Payment
(Please complete and submit as a part of the “Technical Proposal”)

Details of the Bank Account for Monthly Payment:

1. Name of Bank : _____
2. Address of the Branch of the Bank with which the Account was opened : _____
3. Name of Account Holder : _____
4. Bank Account Number : _____

Signed by the Tenderer / Signed by an Authorised Signatory for and on behalf of the Tenderer : _____

Name and Title of Authorised Signatory : _____

Name of Tenderer in Chinese & English : _____

Date : _____

PART 3B – SCHEDULES AND ANNEXES
THE INFORMATION SCHEDULE
Part VI – Experience, Certification and Qualification
(Please complete and submit as a part of the “Technical Proposal”)

Experience, Certification and Qualification of the Tenderer and its personnel:

1.	Tenderer's experience in the provision of Habitat Maintenance Services	Please attach documentary proof										
2.	<p>Experience and qualifications of at least two (2) Supervisors</p> <p>List of nominated Supervisors:</p> <table border="1" style="width: 100%;"> <tr> <th style="width: 5%;">Names</th> <th></th> </tr> <tr> <td style="text-align: center;">1</td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td></td> </tr> </table>	Names		1		2		3		4		Please attach documentary proof
Names												
1												
2												
3												
4												
3.	Valid and relevant ISO certifications	Please attach										

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer :

Name and Title of Authorised
Signatory :

Name of Tenderer in Chinese
& English :

Date :

PART 3B – SCHEDULES AND ANNEXES
THE INFORMATION SCHEDULE
Part VII – Proposals on Execution Plan
(Please complete and submit as a part of the “Technical Proposal”)

Execution Plan:

1.	Operation Plan	Please attach
2.	Organisation and Supervision Plan	Please attach
3.	Contingency Plan	Please attach
4.	Innovative Suggestions	Please complete the Innovative Suggestion Schedule

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer :

Name and Title of Authorised
Signatory :

Name of Tenderer in Chinese
& English :

Date :

PART 3B – SCHEDULES AND ANNEXES
THE NON-COLLUSIVE TENDERING CERTIFICATE
(Please complete and submit as a part of the “Technical Proposal”)

To: the Government

Dear Sir/ Madam,

1. I/We, (name of the Tenderer) _____ of
(address(es) of the Tenderer) _____

refer to the Government’s invitation to tender for the Contract (“Invitation to Tender”) and my/our Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
 - i) prices;
 - ii) methods, factors or formulas used to calculate prices;
 - iii) an intention or decision to submit, or not submit, any Tender;
 - iv) an intention or decision to withdraw any Tender;
 - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
 - vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning subcontracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 29.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 29.3 to 29.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer

:

Name and Title of Authorised
Signatory

:

Name of Tenderer in Chinese
& English

:

Date

:

PART 3C – OTHER TENDER DOCUMENTS

THE INTERPRETATION (SUPPLEMENT)

1. In addition to the definitions in the Interpretation section of the Standard Terms and Conditions (BD-TERMS-2 (February 2025)), the following new definitions are hereby incorporated as part of the Tender Documents:

“Accepted Innovative Suggestion” has the meaning given to it in Paragraph 12 of the Terms of Tender (Supplement);

“AFCD”,
“Department” or means the Agriculture, Fisheries and Conservation
“Procuring Department” Department of the Government;

“Contract Manager” has the meaning given to it in Clause 10.6 of the Special Conditions of Contract;

“Contractor’s Personnel” means any one or more employee(s) of the Contractor who is/are deployed by the Contractor to perform the Services under the Contract;

“Contingency Plan” means a contingency plan proposed by the Tenderer in its Tender to be assessed under Assessment Criterion (3) of the Marking Scheme;

“Debarment Period” means the period during which a Tenderer is debarred from tendering for any Non-skilled Worker Contract due to:

- (h) conviction of any of the Relevant Offences, as provided under Paragraph 8 of the Terms of Tender (Supplement); or
- (b) accumulation of three (3) Demerit Points over a rolling period of 36 months, as provided under Paragraph 9 of the Terms of Tender (Supplement);

“Demerit Point”

means the demerit point issued by any Government bureaux or departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of:

- (a) wages;
- (b) holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
- (c) wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
- (d) daily maximum working hours;
- (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;
- (f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned); and
- (g) gratuity payable to Non-skilled Workers as provided under Clause 16.1 of the Special Conditions of Contract;
- (h) gratuity payable to Non-skilled Workers as provided under Clause 16.2 of the Special Conditions of Contract;
- (i) gratuity payable to Supervisory Staff as provided under Clauses 17.1 or 17.2 of the Special Conditions of Contract; and
- (j) compliance with all of the provisions in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources.

“Environmental Protection, Sustainability, Social Responsibility or Governance Proposal” or “ESG Proposal”	means a proposed measure or arrangement that will improve environmental protection, sustainability or social responsibility or governance which may but need not be directly relevant to the procurement covered by this Invitation to Tender, but which can bring about positive value(s) and/or benefit(s) to the Government or the public at large;
“Execution Plan”	means the Operation Plan, Organisation and Supervision Plan, and Contingency Plan (and any Innovative Suggestions accepted by the Government) submitted by the Contractor in Information Schedule Part VII (Proposals on Execution Plan), with such modifications as may be agreed by the Government Representative;
“General Worker(s)”	means the unskilled worker(s) employed by the Contractor in accordance with the staffing requirement contained in Clause 10.1 of the Special Conditions of Contract for the performance of the Services;
“Habitat Maintenance Services”	mean the services that provide everyday maintenance of area(s) of vegetation for the enjoyment and safety of visitors and/or attraction of wildlife, where particular works may include irrigation, weeding, grass-cutting, pruning, fertilising, etc.;
“Heat Stroke Prevention Work Plan”	means a plan to be known as the Heat Stroke Prevention Work Plan and to be submitted by the Tenderer pursuant to Paragraph 7 of the Terms of Tender (Supplement);
“Hong Kong Wetland Park” or “Park”	means the Hong Kong Wetland Park at Wetland Park Road, Tin Shui Wai, New Territories, Hong Kong;
“Innovative Suggestion” (in upper or lower case)	means a Pro-innovation Proposal or an ESG Proposal;
“Innovative Suggestion Schedule”	means a schedule attached to the Tender Form for completion of the Innovative Suggestions to be offered by the Tenderer;
“Monthly Payment”	means the amount payable by the Government to the Contractor for the Services for a particular month, subject to any adjustment or deductions made in accordance with Clause 3 of the Special Conditions of Contract and other terms and conditions of the Contract;
“Monthly Rate”	means the rate quoted by the Contractor for services for each month in Part A of the Price Schedule;

“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor to work under the Contract, and for the present purpose, include General Workers, Supervisors and Water Wagon Operators;
“Non-skilled Worker Contract”	means a non-works service contract of the Government that rely heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Tender, include this Contract;
“Opening Days”	means Mondays, Wednesdays to Sundays and public holidays;
“Opening Hours”	means 10:00 a.m. to 5:00 p.m. of Opening Days;
“Operation Plan”	means an operation plan proposed by the Tenderer in its Tender to be assessed under Assessment Criterion (1) of the Marking Scheme;
“Organisation and Supervision Plan”	means an organisation and supervision plan proposed by the Tenderer in its Tender to be assessed under Assessment Criterion (2) of the Marking Scheme;
“Prescribed Minimum Hourly Wage Rate”	means the prescribed minimum hourly wage rate as defined in the Minimum Wage Ordinance (Cap. 608) which may be subject to revision from time to time (the revised Prescribed Minimum Hourly Wage Rate, i.e. \$42.1, will come into force on 1 May 2025 subject to the approval of the Legislative Council);
“Pro-innovation Proposal”	means a proposal that adopts any one or more of the following: technological means/arrangements/work process/solutions/equipment that can enhance efficiency, effectiveness and productivity of the Provision of Habitat Maintenance Services at the Hong Kong Wetland Park;
“Relevant Offences”	means the offences as defined in Paragraph 8.1 of the Terms of Tender (Supplement);
“Review Mechanism”	means the mechanism under which any person who is debarred from tendering for any Non-skilled Worker Contract due to conviction of any of the Relevant Offences may apply to the Central Tender Board of the Government to review the length of the Debarment Period. Details of the mechanism are set out in the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm . For the avoidance of doubt, the Review Mechanism does not apply to the Debarment Period imposed as a result of accumulation of Demerit Points;

“Standard Employment Contract”		means the written employment contracts to be entered into between the Contractor and its Non-skilled Workers. A copy of such contract and its guidance notes can be downloaded from the following hyperlink: http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html ;
“Statement of Convictions”	of	means the Statement of Convictions in respect of the Relevant Offences in the form of Information Schedule Part II;
“Statutory Minimum Wage” or “SMW”		means the minimum wage as defined in the Minimum Wage Ordinance (Cap. 608) which may be subject to revision from time to time;
“Supervisor(s)”		means the unskilled worker(s) satisfying the qualification requirement under Paragraph 6(e) of the Terms of Tender (Supplement) and employed by the Contractor as a Supervisor in accordance with the staffing requirement contained in Clause 10.1 of the Special Conditions of Contract for the performance of the Services;
“Supervisory Staff”		means all supervisory staff members employed or to be employed by the Contractor who directly monitor the delivery of services by Non-skilled Workers under the Contract, and for the present purpose, include the Supervisors and Contract Manager; references to “a Supervisory Staff” shall mean any one member of the Supervisory Staff;
“Tender Period”	Validity	has the meaning given to it in Paragraph 3 of the Terms of Tender (Supplement);
“Visitation Area”		means all indoor and outdoor areas marked in Site Plan 2 of Appendix II to the Service Specifications;
“Water Wagon”		means a water wagon, complying with the specifications set out in Clause 9.2 of the Special Conditions of Contract, with a Water Wagon Operator provided by the Contractor to fulfil the requirement in Clause 2 of the Service Specifications; and
“Water Wagon Operator(s)”	Wagon	means the unskilled worker(s) employed by the Contractor as an operator of Water Wagon in accordance with the staffing requirement contained in contained in Clause 10.1 of the Special Conditions of Contract for the performance of the Services;

2. The following definitions in the Interpretation section of the Standard Terms and Conditions (BD-TERMS-2 (February 2025)) are not applicable to this Invitation to Tender and shall be deleted together with all cross references to them throughout the Tender Documents in entirety:

“Procuring Department”, “Permissible Currency”

3. The following expressions shall replace the original expressions appearing in the Interpretation section of the Standard Terms and Conditions (BD-TERMS-2 (February 2025)):

“billing period” means a month within the Contract Period during which Services are provided and are payable for each such period;

“Marking Scheme” means the marking scheme in the form of Annex to the Terms of Tender (Supplement) for tender assessment and evaluation, where the Technical Proposal and the Price Proposal of a Tender are to be evaluated separately, a scheme which collectively contain those procedures requirements and criteria for the evaluation of such Proposals separately;

“Services” means all services, duties and obligations to be provided or performed by the Contractor to the Government as specified in the Contract;

“Tender Documents” means the documents issued by the Government specified in Paragraph 1 of the Notes for Tenderers and any addendum issued immediately preceding the Tender Closing Date;

4. In this document, unless otherwise expressly stated to the contrary, any reference to “Cap.” is to a chapter of the Laws of Hong Kong.
5. Throughout the Contract, all references to the “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these respective documents as appearing in the Standard Terms and Conditions (BD-TERMS-2 (February 2025)).

PART 3C – OTHER TENDER DOCUMENTS

THE TERMS OF TENDER (SUPPLEMENT)

1. Invitation to Tender

1.1 Paragraph 1.1 of the Terms of Tender shall be replaced with the following:

“Tenders are invited for the provision of Habitat Maintenance Services at the Hong Kong Wetland Park as described in the Special Conditions of Contract and the Service Specifications.”

1.2 The Standard Terms and Conditions (Reference No. BD-TERMS-2 (February 2025)) comprising the Interpretation, the Terms of Tender, the Annex B to the Terms of Tender and the General Conditions of Contract may be downloaded from the website of the e-Tender Box at <https://pcms2.gld.gov.hk/iprod/#/ssm10701>, and combining the other parts of the Tender Documents that may be collected from the reception of:

Agriculture, Fisheries and Conservation Department
5/F, Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road
Kowloon, Hong Kong

to form the full set of the Tender Documents for this Invitation to Tender.

1.3 Paragraph 1 of the Terms of Tender shall be read subject to the provisions of this paragraph 1.

2. Tender Preparation and Submission

A two-envelope system shall be adopted for this tender exercise.

2.1 For Paper-based Tendering, the Tenderer shall submit its Tender in **triplicate** in two (2) **separate** proposals, one as the Price Proposal and another as the Technical Proposal as follows:

(a) For Price Proposal, documents relating to the price information (i.e. the Price Schedule only) shall be enclosed in a sealed envelope clearly marked “**Envelope A**” and “**Tender Reference: AFCD/WP/01/25 - Tender for the Provision of Habitat Maintenance Services for the Hong Kong Wetland Park – Price Proposal**”; and

(b) For Technical Proposal, documents relating to the technical information shall be enclosed in another sealed envelope clearly marked “**Envelope B**” and “**Tender Reference: AFCD/WP/01/25 - Tender for the Provision of Habitat Maintenance Services for the Hong Kong Wetland Park – Technical Proposal**”. Documents relating to the technical information are:

(i) Part 4 “Offer to be Bound” of the Tender Form;

(ii) The Annex A to the Terms of Tender Part I (Method of providing the Contract Deposit);

- (iii) The Appendix to the Terms of Tender (Contact Details);
 - (iv) The Completeness Check Schedule;
 - (v) The Information Schedule Part I (Basic Information);
 - (vi) The Information Schedule Part II (Statement of Convictions);
 - (vii) The Information Schedule Part III (Certification of Heat Stroke Prevention Work Plan);
 - (viii) The Information Schedule Part IV (Minimum Wages and Working Hours for Non-skilled Workers);
 - (ix) The Information Schedule Part V (Bank Account for Monthly Payment);
 - (x) The Information Schedule Part VI (Experience, Certification and Qualification);
 - (xi) The Information Schedule Part VII (Proposals on Execution Plan);
 - (xii) The Non-collusive Tendering Certificate;
 - (xiii) The Innovative Suggestion Schedule; and
 - (xiv) Any other supporting documents and documentary proof submitted by the Tenderer that will not directly or indirectly reveal the Monthly Rate and/or Total Estimated Service Price offered in the Tender. Please refer to the Completeness Check Schedule for details.
- (c) Both the above envelopes shall be enclosed in another sealed envelope and clearly marked “**Tender Reference: AFCD/WP/01/25 - Tender for the Provision of Habitat Maintenance Services for the Hong Kong Wetland Park**” and deposited into the tender box as specified in the Lodging of Tender before the Tender Closing Time.
- 2.2 For Electronic Tendering, the Tenderer shall submit its Tender in two (2) **separate** attachment file, one as the Price Proposal and another as the Technical Proposal as follows:
- (a) For Price Proposal, documents relating to the price information (i.e. the Price Schedule only) shall be submitted in an individual attachment file which the file name must be “**envelope2**”; and
 - (b) For Technical Proposal, documents relating to the technical information (i.e. the documents as listed under Paragraph 2.1(b) above) shall be submitted in attachment file(s) which the file name(s) must be “**technical**” or other file name(s) except “**envelope2**”.

- (c) The Tender must be submitted in accordance with the terms and conditions of use of the PCMS and the e-Tender Box and through the e-Tender Box through the use of any one type of digital certificates recognised by and uploaded to the e-Tender Box or through an Identification Code.

2.3 Paragraph 3.3 of the Terms of Tender shall be replaced with the following:

- “(a) (i) (for Paper-based Tendering) a duly signed Part 4 “Offer to be Bound” of the Tender Form in English or Chinese containing an original signature by or on behalf of the Tenderer. The Offer to be Bound to be submitted (other than the signature on the Offer to be Bound which must be original) shall be Part 4 of the Tender Form or a printed copy from a softcopy of Part 4 of the Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 4 of the Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further; or
- (ii) (for Electronic Tendering) the box signifying the Tenderer’s agreement with Part 4 “Offer to be Bound” of the Tender Form must have been checked;
- (b) the duly completed and signed Price Schedule;
- (c) the duly completed and signed Information Schedule Part III (Certification of Heat Stroke Prevention Work Plan);
- (d) the Heat Stroke Prevention Work Plan;
- (e) the duly completed and signed Information Schedule Part VI (Experience, Certification and Qualification); and
- (f) the Work Plan, Organisation and Supervision Plan, and Contingency Plan in Execution Plan (excluding Innovative Suggestions).”

2.4 Each Tenderer shall submit only one (1) Tender for this tender exercise.

2.5 Paragraph 3 of the Terms of Tender shall be read subject to the provisions of this paragraph 2.

3. Tenders to Remain Open

3.1 It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for a period (“Tender Validity Period”) of one hundred and twenty (120) days after the Tender Closing Date.

3.2 Paragraph 4 of the Terms of Tender shall be read subject to the provisions of this paragraph 3.

4. Prices

- 4.1 A Tenderer must quote all the prices requested for in the Tender Documents in Hong Kong dollars.
- 4.2 Paragraph 5 of the Terms of Tender shall be read subject to the provisions of this paragraph 4.

5. Wages

- 5.1 A Tenderer shall propose the minimum hourly wages and minimum monthly wages (collectively referred to as “minimum wages”) payable to the Non-skilled Workers deployed for the performance of the Services in the Information Schedule Part IV not less than the SMW. The thresholds and formula for the minimum wages are set out as follows:

(a) The proposed minimum hourly wages must not be less than the Prescribed Minimum Hourly Wage Rate as of the Tender Closing Date; and

(b) The proposed minimum monthly wages must be equal to:

$$\begin{array}{l}
 \text{“The minimum hourly wage proposed by the Tenderer in the Information Schedule Part IV”} \\
 \times \text{ “Normal number of working hours per day”} \\
 \times \text{ [i.e. eight (8) working hours per day excluding meal break]} \\
 \times \text{ “The number of working days plus paid rest days per month”} \\
 \times \text{ [i.e. 31 days (27 working days plus 4 paid rest days) for the purpose of tender evaluation regardless of the actual number of days in the relevant month]}
 \end{array}$$

- 5.2 Should there be any discrepancies between the proposed minimum hourly wages and minimum monthly wages, the proposed minimum hourly wages shall prevail and the proposed minimum monthly wages will be deemed to be the amounts recalculated using the formula as stipulated in Paragraph 5.1(b) above.

- 5.3 For the purposes of the tender evaluation, if any of the proposed minimum wages by the Tenderer is less than the thresholds as set out in Paragraph 5.1 above, or if the Tenderer has failed to submit any proposal on the minimum wages, that Tender will be evaluated nevertheless but the proposed minimum wages will be deemed to be the aforesaid thresholds.

- 5.4 The Government may at any time before the tender exercise is completed request the Tenderer to confirm its abidance by its proposed minimum wages. Should the Tenderer refuse to or otherwise fail to confirm such abidance, its Tender will not be further considered by the Government.

6. Compliance with Essential Requirements

6.1 Tenderers must meet all of the essential requirements set out in this Paragraph (“Essential Requirements”). A Tender that fails to meet any of the Essential Requirements will not be further processed for evaluation. Only Tenders conforming to the following Essential Requirements will be considered further –

- (a) A Heat Stroke Prevention Work Plan prepared in accordance with Paragraph 7 below must be submitted by the Tender Closing Date;
- (b) A Tender must not be submitted by a Tenderer who is debarred from tendering for this Contract pursuant to Paragraphs 8 and 9 below;
- (c) A Tender must not contain any proposals to sub-contract the performance of any part of the Services;
- (d) A Tender must not be submitted by a joint venture (either incorporated or unincorporated); and
- (e) Each of the Supervisors nominated by the Tenderer in the Information Schedule Part VI must possess at least THREE (3) aggregated years of full-time experience at management or supervisory level in overseeing Habitat Maintenance Services contracts in the ten (10)-year period immediately preceding the Original Tender Closing Date. The Tenderer is required to submit documentary proof to substantiate its claim for experience. If the Tenderer fails to submit documentary proof to substantiate its claim for experience before the Tender Closing Date, the Government may evaluate the experiences on an as-is basis or may in its absolute discretion request the Tenderer to submit documentary proof pursuant to Paragraph 12.1 of the Terms of Tender. Failure to comply with the Government’s request for information will result in the claimed experience not being taken into consideration and the Tenderer’s Tender not being considered further. For the avoidance of doubt:
 - (i) The Original Tender Closing Date (before any extension) will be the cut-off date for the calculation of years of experience of the Supervisors; and
 - (ii) The full-time experience of the Supervisors need not be continuous;
 - (iii) Local and/or outside Hong Kong experience will be counted.

6.2 Paragraph 6 of the Terms of Tender shall be read subject to the provisions of this paragraph 6.

7. Heat Stroke Prevention Work Plan

7.1 Since this Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, the Tenderer shall submit a Heat Stroke Prevention Work Plan which shall cover at least the following proposals by the Tender Closing Date–

- (a) making suitable work arrangement such as rescheduling work to cooler periods and cooler places;

- (b) carrying out measures by making reference to the Labour Department’s “Guidance Notes on Prevention of Heat Stroke at Work” revised on 2 May 2024 at https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf (as may be updated from time to time) covering at least the following:
 - (i) to conduct heat stress risk assessments of heat stress for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
 - (ii) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, and providing sheltered/ventilated resting places) based on the risk assessment results; and
 - (iii) to arrange hourly rest breaks as appropriate for Non-skilled Workers working outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force;
 - (c) providing potable water at all times during work;
 - (d) providing uniforms with dry-fit properties; and
 - (e) providing wide-brimmed hats, arm sleeves or umbrellas.
- 7.2 The Heat Stroke Prevention Work Plan as specified in Paragraph 7.1 above must be certified by a registered safety officer who has valid registration as at the Tender Closing Date with the Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) using the form set out in the Information Schedule Part III (“Safety Officer Certification”). Details of registered safety officers are available on the Labour Department’s homepage at https://www.labour.gov.hk/eng/faq/oshq8_whole.html. **A Tenderer which has failed to submit the Safety Officer Certification signed by a safety officer as aforesaid by the Tender Closing Date will be disqualified and its Tender will not be considered further.**
- 7.3 Since this Contract involves Non-skilled Workers performing duties outdoors and/or in indoor environment without air-conditioning, it is an essential requirement that the Tenderer shall submit as part of its Tender the Heat Stroke Prevention Work Plan as specified in Paragraph 7.1 above by the Tender Closing Date otherwise the Tender will not be considered further.

8. Debarment on Past Convictions

8.1 A Tenderer who is convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “Relevant Offences”) is subject to the Debarment Period of a maximum of five years from the date of the Tenderer’s last conviction, during which period the Tenderer is debarred from tendering for this Contract. The length of the Debarment Period is determined in accordance with Paragraphs 8.4 and 8.5 below and may be reviewed under the Review Mechanism in Paragraph 8.6 below. The Relevant Offences are as follows:

- (a) any offence under the Employment Ordinance (Cap. 57) or the Employees’ Compensation Ordinance (Cap. 282), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221);
- (b) Sections 17I(1) or 38A(4) of the Immigration Ordinance (Cap. 115);
- (c) Section 89 of the Criminal Procedure Ordinance (Cap. 221) and Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to breach his condition of stay);
- (d) Sections 7, 7A, 7AA, 43B(3A), 43BA(5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
- (e) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

8.2 For the purpose of debarment, a conviction of any of the Relevant Offences will count irrespective of whether it is obtained under a government or private contract and irrespective of the type of services offered under that contract. For the avoidance of doubt, a conviction will still be counted even if it is not obtained under any service contract. Convictions will be counted by the number of summonses convicted.

8.3 For the avoidance of doubt,

- (a) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted; and
- (b) If the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred from tendering for any Non-skilled Worker Contract.

- 8.4 If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the Tenderer following the conviction of any of the Relevant Offences, the Tenderer shall be subject to a Debarment Period of five years from the date of conviction, irrespective of whether a fine is also imposed.
- 8.5 For a Tenderer convicted of any of the Relevant Offences receiving a sentence other than imprisonment (including a suspended sentence), the applicable Debarment Period shall be determined with reference to the level of maximum fine that the Relevant Offence individually carries under the relevant ordinance in accordance with the following table –

Level of Maximum Fine of the Relevant Offence	Debarment Period
More than \$200,000	5 years from the date of conviction
\$200,000 or below	3 years from the date of conviction

- 8.6 The Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the Review Mechanism on a date before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period determined in accordance with Paragraphs 8.4 and 8.5 above in regard to that subsequent conviction.
- 8.7 The Tenderer shall submit as part of the Tender the Statement of Convictions setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of five years immediately preceding the Tender Closing Date. The Statement of Convictions shall be submitted in respect of:
- (a) the Tenderer itself; and
 - (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company.

The Statement of Convictions shall be certified by an authorised person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government.

- 8.8 If the Tenderer is found to have made false declaration or untruthful revelation in the Statement(s) of Convictions, the Government may without prejudice to any other rights which it has or may have, disqualify the Tenderer, or if it has been awarded the Contract, terminate the Contract immediately.
- 8.9 Notwithstanding Paragraph 8.1, in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:
- (a) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and

- (b) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

9. Debarment on Demerit Points

- 9.1 If a Tenderer has accumulated three Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five years from the date on which the third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.
- 9.2 The record of Demerit Point(s) of a Tenderer will be evaluated under the separate criterion to be known as “Record of Demerit Point(s)” as part of the technical assessment in the Marking Scheme. Based on the Tenderer’s records of Demerit Points in the period of 36 months immediately preceding the Tender Closing Date, the Tenderer will be accorded marks (if any) under this criterion in accordance with the following scale –

Demerit Point accumulated by the Tenderer in the period of 36 months immediately preceding the Tender Closing Date	Marks gained under the “Record of Demerit Point(s)” criterion
No Demerit Point	100% of the total marks assigned to the “Record of Demerit Point(s)” criterion
One Demerit Point	50% of the total marks assigned to the “Record of Demerit Point(s)” criterion
Two Demerit Points	0% of the total marks assigned to the “Record of Demerit Point(s)” criterion

- 9.3 Any Demerit Point which is under appeal to the procuring department of the Government which issued the same will still be counted for the purpose of debarment and for the purpose of Paragraph 9.2 above.

10. Government Discretion

- 10.1 References to related persons of the Tenderer, directors and management staff of the Tenderer or those of a related person in any of the applicable Sub-paragraph of Paragraph 16.1 of Terms of Tender include persons who were in such capacity at such time of the event referred to in that Sub-paragraph.
- 10.2 Paragraph 16 of the Terms of Tender shall be read subject to the provisions of this paragraph 10.

11. Award of Contract

- 11.1 The Tenderer must offer to perform the whole of the Contract. A tender with only partial offers will not be considered.

- 11.2 Award of contract shall be subject to the recommended Tenderer (and where applicable, its sub-contractor) not being debarred up to the date of the letter of acceptance due to conviction of any of the Relevant Offences in Paragraph 8 above or accumulation of three or more Demerit Points in Paragraph 9 above. The recommended Tenderer will receive a letter of acceptance with a condition to this effect. Subject to the condition as mentioned above, a binding Contract would be deemed to have been constituted between the Government and the successful Tenderer upon issuance of the letter of acceptance by the Government.
- 11.3 Subject to the other provisions of the Tender Documents, if two or more Tenders achieve the same highest combined technical and price score, the Government will normally award the Contract to the Tenderer whose Tender obtains the highest technical score.
- 11.4 Paragraph 17 of the Terms of Tender shall be read subject to the provisions of this paragraph 11.
- 12. Acceptance of Innovative Suggestions**
The Government may, at its absolute discretion, accept one or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestions as found in the Innovative Suggestion Schedule in the version attached to the Memorandum of Acceptance shall form part of the Contract.
- 13. Documents and Items which fall within Paragraph 3.5 of the Terms of Tender**
The Innovative Suggestions comprising the Pro-innovation Proposals and/or ESG Proposals in the Innovative Suggestion Schedule are, amongst others, those items which fall within Paragraph 3.5 of the Terms of Tender. They shall be submitted as part of its Tender before the Tender Closing Time or otherwise the Government will evaluate the Tender on an “as is” basis. However, the Government may, but is not obliged to, request clarification or submission of any factual information or document to support any claim or proposal in the Innovative Suggestions under Paragraph 12.1 of the Terms of Tender.
- 14. Complaints about Tendering Process or Contract Award**
- 14.1 This Invitation to Tender is not covered by the WTO GPA.
- 14.2 Paragraph 21.2 of the Terms of Tender and all references thereto throughout the Tender Documents shall be deleted in entirety.
- 14.3 Paragraph 21 of the Terms of Tender shall be read subject to the provisions of this paragraph 14.
- 15. Documents of Unsuccessful Tenderers**
- 15.1 Paragraph 22 of the Terms of Tender shall be replaced with the following: “The Government may destroy these documents three (3) months after the Contract has been constituted in the aforesaid manner.”
- 15.2 Paragraph 22 of the Terms of Tender shall be read subject to the provisions of this paragraph 15.

PART 3C – OTHER TENDER DOCUMENTS

ANNEX TO THE TERMS OF TENDER (SUPPLEMENT)

Marking Scheme

A two-envelope approach with a technical to price weighing of 60:40 will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner:

1. **Stage 1 – Completeness Check on Tender Submitted**

All tenders received will be checked on whether all the conditions, documents and information required in Paragraph 2 of the Terms of Tender (Supplement) have been submitted. Failure to submit relevant documents as specified in Paragraph 3.3 of the Terms of Tender (as amended by Paragraph 2.3 of the Terms of Tender (Supplement)) will render a tender invalid and the tender will not be considered further.

2. **Stage 2 – Compliance with Essential Requirements**

Tenderers will then be checked on whether they have complied with all the essential requirements as specified in Paragraph 6 of the Terms of Tender (Supplement). Tenderers who fail to comply with any of the essential requirements will be disqualified and their tenders will not be considered further.

3. **Stage 3 – Technical Assessment**

3.1 The maximum total technical marks are 100 and are divided into ten criteria listed in the table below. Please refer to the attachment to this Annex (Explanatory Notes to Stage 3 – Technical Assessment) for details of the assessment criteria. There is no overall passing mark for the total marks scored in the Technical Assessment. Passing marks of 4, 2 and 1 are set for Assessment Criteria (1), (2) and (3) respectively, which are 20% of the maximum mark of the respective Assessment Criteria. Tenders that do not attain any of the above said passing marks for Assessment Criteria (1) to (3) will not be considered further.

Assessment Criteria		Maximum Mark	Unit Mark (M)	Standard Score (S) (See Note 1)							Marks Scored (M × S)	Passing Mark
				5	4	3	2	1	0			
(A)	Execution Plan											
(1)	Operation Plan (See Notes 2 and 5)	20	4									4
(2)	Organisation and Supervision Plan (See Notes 3 and 5)	10	2									2
(3)	Contingency Plan (See Notes 4 and 5)	5	1									1
(4)	Innovative Suggestions											
	(a) Pro-innovation proposals (See Note 6)	9	3									-
	(b) ESG proposals (See Note 7)	3	1									-
Sub-total for (A)		47										
(B)	Experience, Qualification or Certification											

(5)	Tenderer's experience in the provision of Habitat Maintenance Services in the past ten years immediately prior to the Tender Closing Date (before any extension) (See Note 8)	8	2									-
(6)	Qualifications of Supervisor(s) (See Note 9)	4	2									-
(7)	Valid and relevant ISO certifications in the provision of Habitat Maintenance Services (See Note 10)	2	1									-
Sub-total for (B)		14										
(C)	Wages, Working Hours & Record of Demerit Point(s)											
(8)	Proposed minimum monthly wages for Non-skilled Workers (See Note 11)	30	N/A									-
(9)	Proposed daily maximum working hours for Non-skilled Workers (See Note 12)	4	4									-
(10)	Record of Demerit Point(s) obtained under any Government Contracts (See Note 13)	5	2.5									-
Sub-total for (C)		39										
Total Technical Mark		100										

- 3.2 The submission for Section (A) Execution Plan, excluding related annexes and documentary proof, shall not be more than one hundred (100) pages in A4 size paper for text (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit and/or not complying with the specified requirements on margin and/or font size will be considered in the tender evaluation but marks will be deducted from the total technical marks as follows: -

Each excessive page	0.5 marks per page (subject to a maximum of 5 marks)
Non-compliance with the margin requirement	0.5 marks
Non-compliance with the font size requirement	0.5 marks

- 3.3 A tender which has passed Stage 3 assessment shall be considered as a “conforming tender”. A maximum weighted technical score of 60 will be allocated to the conforming tender with the highest total technical marks, while the weighted technical score for other conforming tenders will be calculated by the following formula: -

$$\text{Weighted Technical Score} = 60 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest total technical mark among the conforming tenders}}$$

[Note: The weighted technical score of each tender will be rounded to the nearest two (2) decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.]

4. **Stage 4 – Price Assessment**

4.1 Failure to submit a Price Proposal in the form of the Price Schedule with price information duly completed will render a tender invalid and the tender will not be considered further. The price assessment is based on the Total Estimated Service Price of the tenders which have passed Stage 3 assessment.

4.2 A maximum weighted price score of 40 will be allocated to the conforming tender with the lowest Total Estimated Service Price, while the weighted price score for other conforming tenders will be calculated by the following formula: -

$$\text{Weighted Price Score} = 40 \times \frac{\text{The lowest Total Estimated Service Price among the conforming tenders}}{\text{Total Estimated Service Price of the conforming tender being assessed}}$$

[Note: The weighted price score of each tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the note under Paragraph 3.3 above.]

5. **Stage 5 – Calculation of Combined Score**

5.1 The combined score of a conforming tender will be determined by the following formula: -

$$\text{Combined Score} = \text{Weighted Technical Score} + \text{Weighted Price Score}$$

5.2 Normally, the Conforming Tender with the highest combined score will be recommended for acceptance subject to the requirement that the Government is satisfied that the recommended Tenders are fully (including technically, commercially and financially) capable of undertaking the Contract, and that the recommended Tender is the most advantageous to the Government in accordance with the tender provisions. If two or more Tenders obtain the same highest combined score, the Tender which obtains the highest weighted technical score will be recommended for acceptance.

PART 3C – OTHER TENDER DOCUMENTS
ATTACHMENT TO ANNEX TO THE TERMS OF TENDER
(SUPPLEMENT)

Explanatory Notes to Stage 3 – Technical Assessment

Note 1: for all Assessment Criteria

Tenderer's proposal, experience and qualification and labour benefits will be rated as follows:

Assessment Criteria (1) to (3)	Standard score of 5, 4, 3, 2, 1 or 0 will be awarded
Assessment Criteria (4)(a) to (b)	Standard score of 3, 2, 1 or 0 will be awarded
Assessment Criterion (5)	Standard score of 4, 3, 2, 1 or 0 will be awarded
Assessment Criteria (6) to (7)	Standard score of 2, 1 or 0 will be awarded
Assessment Criterion (8)	See Note 11 below
Assessment Criterion (9)	Standard score of 1 or 0 will be awarded
Assessment Criterion (10)	Standard score of 2, 1 or 0 will be awarded

Note 2: for Assessment Criterion (1) - Operation Plan

The Operation Plan shall cover the following items:

- details of equipment, materials, vehicles and tools to be deployed for the Services (Tenderers shall state whether they are already in possession of the equipment, vehicles and tools or they will procure new ones before commencement of the Services);
- staff deployment plan;
- arrangement to provide sufficient relief staff to relieve those on leave or absence from duty (including rest day, holiday and leave);
- safety measures to be adopted in carrying out the Services; and
- arrangement during transition-in and transition-out.

Note 3: for Assessment Criterion (2) - Organisation and Supervision Plan

The Organisation and Supervision Plan shall cover the following items:

- the organisation chart for this Contract, including off-site management and supporting staff to be deployed by the Tenderer for this Contract;
- details of responsibilities of the Contract Manager, Supervisors and other supporting staff in respect of personnel, accounting and financial matters;
- training programmes and refresher training programmes to be provided for Tenderer's staff for the performance of the Services;
- the approach to ensure performance quality and accountability held for unsatisfactory performance, mechanisms on checking staff attendance, discipline, performance and compliance with safety regulations while performing duties; and
- the approach to remedy performance default and to prevent re-occurrence of sub-standard services.

Note 4: for Assessment Criterion (3) - Contingency Plan

The Contingency Plan shall cover the following items:

- the availability of additional resources (including number of workers that could be mobilized within short notice) during contingency or emergency situations, such as shortage or absence of staff during or after typhoon;
- details of risk management in case of sudden outbreak of incidents, such as inclement weather, injury, epidemic illness and accident; and
- details of mechanism for maintaining close communication with the Government Representative when there are emergency situations.

Note 5: for Assessment Criteria (1) to (3)

(a) Standard scores will be given to Assessment Criteria (1) to (3) in accordance with the following six-grade approach:

- | | |
|---|--|
| 5 | – The proposed plan is practical with detailed information on all items as well as proposals that could effectively enhance/improve the quality/performance of the Services on over half of the items of the respective plan as required in Notes 2 to 4 above. |
| 4 | – The proposed plan is practical with detailed information on all items as well as a proposal that could effectively enhance/improve the quality/performance of the Services on one of the items of the respective plan as required in Notes 2 to 4 above. |
| 3 | – The proposed plan is practical with detailed information on all items of the respective plan as required in Notes 2 to 4 above. |
| 2 | – The proposed plan is practical with detailed information on over half of the items and brief information covering the remaining items of the respective plan as required in Notes 2 to 4 above. |
| 1 | – The proposed plan is practical with brief information on all items of the respective plan as required in Notes 2 to 4 above. |
| 0 | – The proposed plan is impractical or fails to provide information on any of the items of the respective plan as required in Notes 2 to 4 above. |

(b) The meaning of “over half” of the items of the respective plan are as below:

	Operation Plan	Organisation and Supervision Plan	Contingency Plan
Over half	3	3	2

(c) For the avoidance of doubt, proposals that could effectively enhance/improve the quality/performance of the Services to be assessed under Assessment Criteria (1) to (3) will normally not alter the existing or conventional mode of service delivery, e.g. increasing the frequency of weeding or grass cutting required in the contract. “Pro-innovation proposals” to be assessed under Assessment Criterion (4)(a) are suggestions that are not featured in the existing or conventional mode of service delivery.

(d) All practical information included in the proposed plans submitted by the successful Tenderer under Assessment Criteria (1) to (3) shall form part of the Contract.

Note 6: for Assessment Criterion (4)(a) - Pro-innovation proposals – directly relevant to the Services

(a) Marks will be given if the proposed pro-innovation proposals are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general. Pro-innovation proposals are technological means/arrangements/work process/solutions/equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable.

- (b) Tenderers may propose pro-innovation proposals involving application/adoption of new technology/inventions and/or innovative application of existing/matured technology that may enhance service delivery while contributing to the development of Smart City and innovation and technology development. Pro-innovation proposals may not necessarily be technology-related, but should bring all or some or any one of the improvements/positive values/benefits in terms of the following:
- Economic use of resources;
 - Saving of manpower;
 - Higher operational efficiency/performance reliability;
 - Better service quality; and/or
 - Any other benefits which are considered relevant to the procured Services.
- (c) Standard scores will be given to Assessment Criterion (4)(a) in accordance with the following rule:
- | | |
|---|---|
| 3 | – More than two (2) effective and practicable pro-innovation proposals are proposed covering any of the items as required in Paragraph (b) of this Note above. |
| 2 | – Two (2) effective and practicable pro-innovation proposals are proposed covering any of the items as required in Paragraph (b) of this Note above. |
| 1 | – One (1) effective and practicable pro-innovation proposal is proposed covering any of the items as required in Paragraph (b) of this Note above. |
| 0 | – No effective or practicable pro-innovation proposal is proposed. |
- (d) Paragraph (c) of Note 5 above is also applicable to this Note.
- (e) Marks will not be given to any pro-innovation proposal/ESG proposal which (i) is related to labour benefit measures scored under the Assessment Criteria of “(C) Wages, Working Hours & Record of Demerit Point(s)” or (ii) a tenderer will neither be capable of nor responsible for implementation.
- (f) A suggestion that scores marks under pro-innovation proposals will not earn marks again under ESG proposals and vice versa. In case a tenderer specified the type of a suggestion under both pro-innovation proposals and ESG proposals and the Tender Assessment Panel (“TAP”) considers that the same suggestion could earn marks under pro-innovation proposals and ESG proposals, it will be taken as scoring marks under pro-innovation proposals only. Each suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.
- (g) Tenderers should propose pro-innovation proposals and ESG proposals and explain clearly with sufficient details on what improvements/positive values/benefits to which their proposed pro-innovation proposals and ESG proposals can bring about as well as how they are to be implemented by filling in the Innovative Suggestion Schedule (Pro-innovation Proposals and ESG Proposals) to facilitate tender evaluation.
- (h) Apart from the schedule of pro-innovation proposals and ESG proposals mentioned in (g) above, tenderers shall submit the following information for demonstrating the effectiveness and practicability of the pro-innovation proposals/ESG proposals. Marks will not be given if the tenderers only propose a concept without sufficient details. The information that shall be provided by the tenderers includes the following:

- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc.: scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
 - if the suggestion is concerned with a kind of measure, service, scheme and activity, etc.: the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and
 - if the suggestion is related to manpower: the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate.
- (i) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their pro-innovation proposals/ESG proposals. All proposed pro-innovation proposals/ESG proposals will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the TAP to have a better understanding of the pro-innovation proposals/ESG proposals proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- (j) All practicable pro-innovation proposals/ESG proposals accepted by the Government shall form part of the Contract. Any failure to perform such pro-innovation proposals/ESG proposals would be deemed a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the existing mechanism on the handling of breach of contractual obligations e.g. claiming damages and/or termination of the contract.

Note 7: for Assessment Criterion (4)(b) - ESG proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services

- (a) Marks will be given if the ESG proposals will improve environmental protection, sustainability or governance or social responsibility in the execution of the contract throughout the contract period, which may but need not be directly relevant to the Services, but can bring about positive values/benefits to the Government or the public at large.
- (b) ESG proposals shall contribute to all or some or any one of the following positive values/benefits:
- Environmental protection (e.g. use of electric vehicle, use of renewable energy, in the execution of the contract, etc.);
 - Social responsibility (e.g. employment of rehabilitated persons for the contract, etc.); and/or
 - Governance.
- (c) Standard scores will be given to Assessment Criterion (4)(b) in accordance with the following rule:

- 3 – **More than two (2) effective and practicable** ESG proposals contributing to any of the positive values/benefits as listed in Paragraph (b) of this Note above.
- 2 – **Two (2) effective and practicable** ESG proposals contributing to any of the positive values/benefits as listed in Paragraph (b) of this Note above.
- 1 – **One (1) effective and practicable** ESG proposal contributing to any of the positive values/benefits as listed in Paragraph (b) of this Note above.
- 0 – **No** effective or practicable ESG proposal is proposed.

(d) Paragraphs (e) to (j) of Note 6 above are also applicable to this Note.

Note 8: for Assessment Criterion (5) - Tenderer's experience in the provision of Habitat Maintenance Services

- (a) Assessment will be based on the aggregate number of years of experience in providing Habitat Maintenance Services in the **past ten (10) years** immediately preceding the original Tender Closing Date. Tenderers are required to provide documentary proof to substantiate the claim of relevant experience in provision of such services upon submission of tender or within the period specified by the Government Representative. Failing to provide such documentary proof will render the experience concerned not counted during tender evaluation.
- (b) Experience will be accepted regardless whether the Tenderer has gained it as a prime contractor or sub-contractor provided that the Tenderer itself must have provided the Habitat Maintenance Services specified above.
- (c) Experience acquired by a Tenderer as party to a joint venture (incorporated or unincorporated) will not be accepted regardless of whether that joint venture was a prime contractor or a sub-contractor.
- (d) The experience of a shareholder or joint venture party of the Tenderer will not be accepted.
- (e) The same period of experience of the Tenderer gained through the performance of more than one contracts will only be counted once.
- (f) Local and/or outside Hong Kong experience will be counted.
- (g) Standard scores will be given to Assessment Criterion (5) in accordance with the following rule:
 - 4 – An aggregate of **nine (9)** or more years' experience.
 - 3 – An aggregate of **seven (7) to less than nine (9)** years' experience.
 - 2 – An aggregate of **five (5) to less than seven (7)** years' experience.
 - 1 – An aggregate of **three (3) to less than five (5)** years' experience.
 - 0 – An aggregate of less than **three (3)** years' experience, or **failing to produce documentary proof** to support its claim of experience.
- (h) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of two (2) years' experience" is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience under a single contract or different contracts.

Note 9: for Assessment Criterion (6) - Qualifications of Supervisors

- (a) Assessment will be based on the qualifications on or before the Original Tender Closing Date possessed by the Supervisors proposed by the Tenderer for the Contract. Tenderers are required to provide documentary proof to substantiate the claim of relevant qualification upon submission of tender or within the period specified by the Government Representative. Failing to provide such documentary proof will render the qualification concerned not counted during tender evaluation.
- (b) Standard scores will be given to Assessment Criterion (6) in accordance with the following rule:
- | | |
|---|---|
| 2 | – Supervisors possessing qualifications meeting both of the following two (2) requirements:
(i) possessing a post-secondary qualification in habitat/landscape maintenance or equivalent issued by a registered post-secondary institution; and
(ii) possessing a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution. |
| 1 | – Supervisors possessing one of the two (2) requirements listed in (i) or (ii) of this Note above |
| 0 | – Supervisors possessing none of the two (2) requirements listed in (i) and (ii) of this Note above, or failing to produce documentary proof to support its claim of the working experience or qualification. |
- (c) Standard score will be given according to the aggregate numbers of requirements listed in (i) and (ii) of this Note above met by any of the Supervisors proposed by the Tenderer for the Contract. For example, if a Tenderer proposes Supervisors A and B. Supervisor A meets the qualification requirements listed in (i) of this Note above and Supervisor B meets the qualification requirements listed in (ii). The Supervisors proposed by the Tenderer are considered meeting all the requirements listed in (i) and (ii) of this Note above. It will be given a standard score of two.

Note 10: for Assessment Criterion (7) - Valid and relevant ISO certifications

- (a) Standard scores will be given to Assessment Criterion (7) in accordance with the following rule:
- | | |
|---|---|
| 2 | – Accredited to any two (2) relevant certificates of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or ISO 45001 Occupational Health and Safety Management Systems in the provision of Habitat Maintenance Services with documentary proof. |
| 1 | – Accredited to any one (1) relevant certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or ISO 45001 Occupational Health and Safety Management Systems in the provision of Habitat Maintenance Services with documentary proof. |
| 0 | – Not accredited to any of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems and ISO 45001 Occupational Health and Safety Management Systems in the provision of habitat maintenance service, or failing to produce documentary proof to support its claim of possessing any relevant accreditation in the provision of Habitat Maintenance Services with documentary proof. |

- (b) A Tenderer shall submit documentary evidence (e.g. a copy of certificate) to substantiate its claim of the accreditation. Accreditation not substantiated will not be taken into account.
- (c) For the purpose of counting the accreditation, “relevant certificate” means a certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or ISO 45001 Occupational Health and Safety Management Systems which are relevant to Habitat Maintenance Services, and are valid as at the Original Tender Closing Date.

Note 11: for Assessment Criterion (8) - Proposed minimum monthly wages for Non-skilled Workers

- (a) If the proposed minimum monthly wage for Non-skilled Workers is missing or is less than the monthly wages of SMW on a 31-day-per-month basis as of the Tender Closing Date, the tender shall be evaluated with the proposed minimum monthly wage for the specific type deemed to be the prevailing monthly wage of SMW on a 31-day-per-month basis as of the Tender Closing Date for the purpose of tender evaluation.
- (b) Marks will be given to Assessment Criterion (8) in accordance with the following rule:

$$\text{Maximum Mark of Assessment Criterion (8)} \times \frac{P - C}{H - C}$$

- P = Proposed minimum monthly wage for a Non-skilled Worker of the conforming tender being assessed;
- H = The highest proposed minimum monthly wage for a Non-skilled Worker among all conforming tenders; and
- C = The prevailing SMW monthly wage calculated on the basis of 31 days per month and 8 normal hours of work per day (i.e. HK\$9,920).
- (c) An example of calculating the marks of a tenderer’s proposed minimum monthly wages for Non-skilled Workers is illustrated below: -

$$P = \$10,920$$

$$H = \$13,920$$

$$C = \$9,920$$

$$\text{Marks given} = 30 \times \frac{\$10,920 - \$9,920}{\$13,920 - \$9,920} = 7.5 \text{ (marks)}$$

- (d) The marks scored will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under Paragraph 3.3 of Annex to the Terms of Tender (Supplement).
- (e) The prevailing SMW monthly wage in Paragraph (c) above was calculated based on the SMW as of March 2025 and for demonstration only.

Note 12: for Assessment Criterion (9) - Proposed daily maximum working hours for Non-skilled Workers

- (a) Standard scores will be given to Assessment Criterion (9) in accordance with the following rule:

- 1 – Proposed daily maximum working hours for Non-skilled Workers are **eight (8) hours** excluding meal break (i.e. net total) **or less**.
 - 0 – Proposed daily maximum working hours for Non-skilled Workers are more than **eight (8) hours** excluding meal break (i.e. net total).
- (b) If a Tenderer fails to indicate any daily maximum working hours, the tender will be evaluated but the respective working hours proposed will be deemed to be more than eight (8) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of eight (8) hours or less in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the tender will only be assessed on the basis that the daily maximum working hours offered by the Tenderer is more than eight (8) hours. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

Note 13: for Assessment Criterion (10) - Record of Demerit Points under All Government Contracts

- (a) Where a Tenderer has been a Government service contractor of Non-skilled Worker Contract within thirty-six (36) months immediately before the Tender Closing Date (“previous Government Contractor”), standard scores will be given to Assessment Criterion (10) in accordance with the following rule:
- 2 – **No Demerit Points** issued within thirty-six (36) months immediately before the Tender Closing Date.
 - 1 – **One (1) Demerit Point** issued within thirty-six (36) months immediately before the Tender Closing Date.
 - 0 – **Two (2) Demerit Points** issued within thirty-six (36) months immediately before the Tender Closing Date.
- (f) Where a Tenderer has not been a previous Government Contractor of Non-skilled Worker Contract, it will be given an average mark which is calculated by dividing the aggregate marks under Assessment Criterion (10) of the Marking Scheme of all Tenderers who have been a Previous Government Contractor of Non-skilled Worker Contract and have scored the passing mark for Assessment Criteria (1), (2) and (3) of Section (A) Execution Plan of the Marking Scheme in stage 3 evaluation by the number of such Tenderers rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under Paragraph 3.3 of Annex to the Terms of Tender (Supplement).
- (b) Demerit Points means the Demerit Points defined in the Interpretation (Supplement). Demerit Points under appeal will still be counted for the purpose of tender evaluation.

PART 3C – OTHER TENDER DOCUMENTS
THE INNOVATIVE SUGGESTION SCHEDULE
(Please complete and submit as a part of the “Technical Proposal”)

Tenderers should provide details of the proposed pro-innovation proposals and ESG proposals ^{1,2} in the following tables. If there is not enough space, please use supplementary sheets if necessary.

Pro-innovation proposals – directly relevant to the Services to be procured under the Contract:

Pro-innovation proposals ³	Brief description on improvements/benefits/positive values that can bring about ⁴	Implementation Details	Supporting documents (if any)

ESG proposals – may but need not be directly relevant to the Services to be procured under the Contract:

ESG proposals ⁵ (E) for environmental protection or sustainability (S) for social responsibility (G) for governance	Brief description on improvements/benefits/positive values that can bring about ⁴	Implementation Details	Supporting documents (if any)

Explanatory Notes:

1. Please refer to Notes 6 & 7 of the Explanatory Notes for Marking Scheme for details.
2. The Innovative Suggestion, whether it be a Pro-innovation Proposal or an ESG Proposal, shall not just repeat, or be inconsistent with, the requirements of the Tender Documents.
3. Please identify the technological means or arrangements or work process or solutions or equipment covered by the Pro-innovation Proposal that can enhance efficiency, effectiveness and productivity of the Services. If not clearly stated, it shall be assumed that the Pro-innovation Proposal shall apply to all Services.
4. If the Marking Scheme stipulates a list of improvements and/or benefits and/or positive values which Innovative Suggestion must bring about, in order to score marks, the Innovative Suggestion must bring about any one or more such improvements and/or benefits and/or positive values as found in the list.
5. Please identify whether the ESG Proposal is for environmental protection or sustainability OR for social responsibility OR for governance by filling in (E) or (S) or (G) as the case may be. Unless otherwise expressly specified, it shall be assumed that the ESG Proposal shall apply to all Service.

Signed by the Tenderer / Signed
by an Authorised Signatory for
and on behalf of the Tenderer

:

Name and Title of Authorised
Signatory

:

Name of Tenderer in Chinese
& English

:

Date

: