

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
Agriculture, Fisheries and Conservation Department  
INVITATION TO TENDER**

Tender Ref. : AFCD/CPR/01/17  
File Ref. : AF GR CPA 08/16/3

**TENDER FORM**

Contract No. :

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**LODGING OF TENDER**

To be acceptable as a tender, this tender must be duly completed in TRIPLICATE and enclosed in a sealed plain envelope marked

**“Tender for Provision of Security Guard Services at Barrier Gates near Route Twisk, Sham Tseng and Tai Tong in Tai Lam Country Park  
(Tender Reference: AFCD/CPR/01/17)”**

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department, must be deposited in the Government Logistics Department Tender Box, situated at Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong, before **12:00 noon on 25 January 2018**. Late tender will not be accepted.

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**INTERPRETATION**

**PART 1 – TERMS OF TENDER**

**PART 2 – CONDITIONS OF CONTRACT**

**PART 3 – CONTRACT SCHEDULES**

**PART 4 – OFFER TO BE BOUND**

**PART 5 – MEMORANDUM OF ACCEPTANCE**

The tender documents for this Invitation to Tender are set out in Clause 1 of the Terms of Tender.

A hardcopy of these tender documents can be obtained from the following address:

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

Dated this 4 day of January 2018

( W.H. LEE )  
Government Representative  
Agriculture, Fisheries and Conservation Department

## **Table of Content**

LODGING OF TENDER .....		
INTERPRETATION .....		1
PART 1 - TERMS OF TENDER .....		5
Appendix A	Tenderer's Declaration	23
Appendix B	Information to be submitted by the Tenderer	26
Appendix C	Price Proposal	27
Appendix D	Staffing Proposal and Wage Proposal for Security Guard	31
Appendix E	Registration Form for Attending Tender Briefing Session	33
Appendix F	Sample Form of Banker's Guarantee for the Performance of a Contract	34
Appendix G	Tenderer's Business Experience in Provision of Security Guard Services	40
Appendix H	Statement of Past Convictions and Authorization	41
PART 2 – CONDITIONS OF CONTRACT .....		42
Annex A	Sample of Accountant's Certificate for Payment Application	67
PART 3 – CONTRACT SCHEDULES .....		69
Contract Schedule 1	Service Requirements	70
Contract Schedule 2	Locations of Barrier Gates near Route Twisk, Sham Tseng and Tai Tong in Tai Lam Country Park	76
Contract Schedule 3	Price Schedule	80
Contract Schedule 4	Staffing Schedule and Monthly Wage for Security Guard	81
Contract Schedule 5	Code of Conduct for the Contractor's Employees	82
PART 4 – OFFER TO BOUND .....		84
PART 5 – MEMORANDUM OF ACCEPTANCE .....		85

## INTERPRETATION

1. In the Tender Document and the Contract, the following words and expressions have the meaning hereby assigned to them except when the context otherwise requires –
- |   |   |
|---|---|
| “AFCD”                                  | means the Agriculture, Fisheries and Conservation Department of the Government;   |
| “Commencement Date”                     | means 1 April 2018, or such later date as may be specified by the Government Representative in the Letter of Conditional Acceptance;  |
| “Companies Ordinance (Cap.622)”         | means Cap. 622 of the Laws of Hong Kong and includes the predecessor Companies Ordinance which has the meaning assigned to it in section 2 of the Companies Ordinance (Cap. 622);   |
| “Contract”                              | means the contract made between the Government and the Contractor for the provision of the Services on the terms and conditions set out in the Tender Documents, the tender submitted by the Contractor (to the extent accepted by the Government), the Memorandum of Acceptance issued by the Government to that Contractor and any attachments to any of the above; |
| “Contract Deposit”                      | means the deposit as more particularly described in Clause 12 of the Terms of Tender and Clause 20 of the Conditions of Contract;   |
| “Contract Manager”                      | means the Contract Manager appointed by the Contractor under as described in Clause 5(b) of Contract Schedule 1 for the purpose of the Contract;  |
| “Contract Period”                       | means the period specified in Clause 1 of the Conditions of Contract subject to any early termination or extension provided for in the Contract;  |
| “Contract Venue”                        | means the venue at which the Services must be provided and any other sites that are specified by the Government for the purposes of the Contract;   |
| “Contractor”                            | means the Tenderer whose tender has been accepted by the Government;  |
| “Contractor’s Employees” or “Employees” | means the persons deployed by the Contractor to perform the Services, including the individuals who perform the duties of a Contract Manager, Security Guard as described in Clause 5 of the Contract Schedule 1;   |
| “Country Parks”                         | means the various Country Parks as listed in the Schedule of the Country Parks (Designation) (Consolidation) Order (Cap. 208 sub. leg.B);   |

“Demerit Point” or “Demerit Points”	means the demerit point as described in Clause 3(c) of the Terms of Tender and Clause 8 of the Conditions of Contract;
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Representative ”	means the Director of Agriculture, Fisheries and Conservation of the Government or any officer from time to time authorised to act on his behalf for the purposes of the Contract;
“Guard House”	means the working station provided to the Security Guard;
“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to in Clause 8 of the Terms of Tender;
“Monthly Fee”	means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 13 of the Conditions of Contract subject to and after any adjustment or deductions in respect of that month;
“Monthly Rate”	means the monthly rate as set out in Contract Schedule 3 chargeable by the Contractor to the Government for the provision of the Services before adjustment or deductions and on the basis of which the Monthly Fee is determined;
“Notice of Default”	means a notice issued to the Contractor under Clause 8 of the Conditions of Contract;
“Security Company Licence”	means a valid <b>Type I</b> Security Company Licence issued by the Security and Guarding Services Industry Authority under section 21 or renewed under section 23 of the Security and Guarding Services Ordinance (Cap. 460) for provision of security guard services;
“Security Guard”	means a person who holds a valid Category B Security Personnel Permit issued under the Security and Guarding Services Ordinance (Cap. 460) and is deployed by the Contractor to perform duties in accordance with Clause 5(a) of Contract Schedule 1; references to “security guard” shall have the same meaning;

“Security Personnel Permit”	means a permit issued to an individual by the Commissioner of Police under section 14 or renewed under section 15 of the Security and Guarding Services Ordinance (Cap. 460) for doing the type of security work described in the Contract;
“Services”	means all the services, works, duties, responsibilities and obligations to be carried out by and on the part of the Contractor under the Contract;
“Standard Employment Contract”	means the written employment contract to be entered into between the Contractor and each of the Security Guard employed by the Contractor, a copy of such contract and its guidance notes can be downloaded from the following hyperlink
	< <a href="http://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html">http://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html</a> > for Chinese version or
	< <a href="http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html">http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html</a> > for English version;
“Statutory Minimum Wage” or “SMW”	means the hourly wage rate as specified in Schedule 3 to the Minimum Wage Ordinance (Cap. 608);
“Tender Closing Date”	means the latest date by which tenders must be lodged and as specified in the “Lodging of Tender” section of the Tender Form which may be extended in accordance with Clause 6(b) of the Terms of Tender;
“Tender Document”	means the documents as specified in Clause 1 of the Terms of Tender;
“Tender Validity Period”	means the period of time mentioned in Clause 12 of the Terms of Tender during which a tender shall remain open;
“Tenderer”	means the company which has submitted a tender in response to this invitation to tender;
“work shift”	means in relation to a Security Guard, a shift of such number of duty hours as more particularly described in Contract Schedule 1;
“working day” or “Business Day”	means any day excluding Saturdays, Sundays, public holidays (as defined in the Interpretation and General Clauses Ordinance), and excluding a day on which the Tropical Cyclone Signal No. 8 or above is hoisted or Black rainstorm signal is in force, throughout the bank normal opening hours.

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa; references to any person shall include references to individual, firm, public body, body corporate or unincorporated (wherever established or incorporated).
3. Section, part or clause headings to any provision, schedule, annex, appendix and other attachments of this Tender Document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Document.
4. Where in the Tender Document there is a reference to a part, clause, sub-clause, schedule, annex, appendix or attachment by number or letter, and not in conjunction with an ordinance or regulation, such reference shall be construed as a reference to the clause, sub-clause, schedule, annex, appendix or attachment of that number or letter contained in the Tender Document.
5. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
6. Reference to time and dates in the Tender Document shall be construed as Hong Kong time and dates.
7. Reference to a day refers to a calendar day; reference to a working day means any day other than Saturdays and General Holidays; reference to a month or a monthly period refers to a calendar month.
8. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
9. Where a word or expression is defined in the Tender Document, the meaning of such word or expression extend to its grammatical variations and cognate expressions as used in the Tender Document; and any reference to and the definition of any document shall be deemed to be a reference to such document (including any schedules and/or appendices thereto) as from time to time amended, supplemented, modified, novated or replaced (in whole or in part), but disregarding any amendment, supplement, variation or replacement taking place in breach of the terms of such document.
10. Any word or expression to which a specific meaning has been attached in any part of any of the Tender Document shall bear such meaning whenever it may appear in the same or other parts of the Tender Document.

**PART 1  
TERMS OF TENDER**

<b>Content</b>	<b>Sheet</b>
<b>1. Tender Documents</b> .....	7
<b>2. Invitation to Tender</b> .....	7
<b>3. Essential Requirements and Information to be Submitted</b> .....	7
<b>4. Tenderer’s Background, Experience, Information and Status</b> .....	12
<b>5. Wages of Security Guard</b> .....	12
<b>6. Tender Preparation</b> .....	13
<b>7. Submission of Tender</b> .....	14
<b>8. Anti-collusion</b> .....	14
<b>9. Tender Assesment</b> .....	15
<b>10. Basis of Acceptance and Award of Contract</b> .....	15
<b>11. Prices Tendered</b> .....	16
<b>12. Contract Deposit</b> .....	16
<b>13. Tenderers’ Response to the Government’s Enquiries</b> .....	17
<b>14. Tender to Remain Open</b> .....	17
<b>15. Offer to be Binding</b> .....	18
<b>16. Documents of Unsuccessful Tenderers</b> .....	18
<b>17. Complaints about Tendering Process</b> .....	18
<b>18. Undisclosed Agency</b> .....	18
<b>19. Personal Data Provided</b> .....	18
<b>20. Offering Gratuities</b> .....	19
<b>21. New Information Relevant to Qualified Status</b> .....	19
<b>22. Consent to Disclosure</b> .....	19
<b>23. Contractor’s Performance Monitoring</b> .....	19
<b>24. Cancellation and Costs of Tender</b> .....	20
<b>25. Environmental Friendly Measures</b> .....	20
<b>26. Tenderer’s Enquiries</b> .....	20
<b>27. Tenderer’s Commitment</b> .....	21
<b>28. Tender Briefing Session</b> .....	21
<b>29. Tender Addenda</b> .....	21
<b>30. The Attachments</b> .....	21
<b>31. Negotiation</b> .....	22
<b>32. Counterproposal</b> .....	22
 Appendix A Tender’s Declaration.....	 23
Appendix B Information to be Submitted by the Tenderer .....	26
Appendix C Price Proposal.....	27

Appendix D Staffing Proposal and Wage Proposal for Security Guard ..... 31  
Appendix E Registration Form for Attending Tender Briefing Session .....33  
Appendix F Sample Form of Banker’s Guarantee for the Performance of a Contract .....34  
Appendix G Tenderer’s Business Experience in Provision of Security Guard Services.....40  
Appendix H Statement of Past Convictions and Authorization.....41



**Provision of Security Guard Services at Barrier Gates near Route Twisk, Sham Tseng  
and Tai Tong in Tai Lam Country Park**

**PART 1  
TERMS OF TENDER**

**1. Tender Documents**

- (a) The Tender Documents, identified as Tender Ref. AFCD/CPR/01/17, comprise the following documents: -
- (i) Lodging of Tender;
  - (ii) Interpretation;
  - (iii) PART 1 – Terms of Tender;
  - (iv) PART 2 – Conditions of Contract;
  - (v) PART 3 – Contract Schedules 1 to 5;
  - (vi) PART 4 – Offer to be Bound; and
  - (vii) PART 5 – Memorandum of Acceptance.
- (b) The Interpretation as provided for in Sheets 1 to 4 shall apply to the whole set of the Tender Documents and the Contract unless the context requires otherwise.

**2. Invitation to Tender**

Tenders are invited for the provision of the Security Guard Services at the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong in Tai Lam Country Park (refer to Contract Schedule 2) to the Government on such terms and conditions as set out in the Terms of Tender, the Conditions of Contract and the Contract Schedules. **Tenderers must be bodies corporate either incorporated or registered under the Companies Ordinance (Cap. 622).**

**3. Essential Requirements and Information to be Submitted**

**Tenders that fail to meet any of the essential requirements set out in this Clause will not be considered further or evaluated: -**

- (a) Experience and Qualification Requirements
- (i) Tenderers must have at least an aggregate of **THREE (3)** years of experience in the provision of security guard services during the ten (10) years immediately preceding to the original Tender Closing Date. [Note A].
  - (ii) Tenderers must hold a Security Company Licence and should provide documentary proof of such valid licence.

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**Explanatory notes for the experience and qualification requirements**

Note A: The following rules will be adopted in determining whether the experience of a Tenderer will be counted in the tender evaluation: -

- (1) Experience gained in a contract in the name of the Tenderer will be counted regardless of whether the Tenderer is a body corporate or an incorporated joint venture.
- (2) Experience of the Tenderer gained in the capacity of a shareholder of a body corporate or a participant of a joint venture **will not** be counted.
- (3) Experience will be counted regardless of whether the Tenderer has gained it as a main contractor or sub-contractor.
- (4) A Tenderer’s experience under different contracts will not be double-counted for any overlapping periods. The required years of experience is to be counted in days, i.e. “an aggregate of at least three (3) years” is equivalent to have accumulated not less than 1,095 (i.e. 365 days x 3) days of experience in provision of security guard services under a single contract or different contracts.
- (5) A Tenderer’s experience under different contracts with overlapping periods is to be counted in accordance with the following example: -

<b>Contracts</b>	<b>Contract period</b>	<b>Contract period without overlapping with an earlier contract</b>	<b>Number of days counted for accumulated experience</b>
Contract A	16.4.2003-15.4.2005	16.4.2003-15.4.2005	731 days
Contract B	1.10.2004-31.3.2006	16.4.2005-31.3.2006	350 days
Contract C	1.1.2005-31.12.2006	1.4.2006-31.12.2006	275 days
Total:			1,356 days

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(b) Subcontracting of Services  
 No proposal for sub-contracting of any or all parts of the Contract shall be made. A tender containing a sub-contracting proposal will not be considered further and will be disqualified.

(c) Conviction Record and Past Performance

Conviction Record

(i) A Tenderer who is convicted of an offence under the relevant sections of the following Ordinances (hereinafter referred to as “the relevant Ordinances”) is debarred from tendering for this Contract for a period of 5 years (“debarment

period”) from the date of the Tenderer’s last conviction or such shorter period as may be determined by Central Tender Board under the review mechanism in sub-clause (iv) below:

- (1) The Employment Ordinance (Cap. 57) and/or the Employees’ Compensation Ordinance (Cap. 282), convictions 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);
- (2) Section 17I(1) of the Immigration Ordinance (Cap. 115);
- (3) Section 89 of the Criminal Procedure Ordinance (Cap. 221) and Section 41 of the Immigration Ordinance (Cap. 115);
- (4) Section 38A(4) of the Immigration Ordinance (Cap. 115); and
- (5) Sections 7, 7A, or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485).

Subject to sub-clause (iv) below, any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

- (ii) For the purpose of debarment, a conviction will count if the Tenderer was convicted of an offence under the relevant Ordinances in relation to any Government or private contract and irrespective of the type of services offered under that contract. Convictions will be counted by the number of summonses convicted.
- (iii) For the avoidance of doubt,
  - (1) 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 such evaluation is conducted; and
  - (2) if the Tenderer is an incorporated joint venture, the Tenderer is deemed to be convicted of an offence under the relevant Ordinances if any shareholder (“Shareholder”) of the incorporated joint venture has been convicted of an offence under the relevant Ordinances in the department period. “Shareholder” means a company holding the share of the incorporated joint venture; and a “company” has the meaning assigned to it in section 2(1) of the Companies Ordinance (Cap.622) and includes a non-Hong Kong company as defined in that ordinance.
- (iv) The debarment period applicable to the relevant Tenderer stands until and unless a revised debarment period is determined by the Central Tender Board. The revised debarment period will apply to this Invitation to Tender if it is determined by the Central Tender Board under the established review mechanism before the Tender Closing Date. However, the revised debarment period will become invalid as soon as the Tenderer is convicted of an offence under the relevant Ordinances subsequent to the Central Tender Board’s determination. For details of the review mechanism, please visit the homepage of the Treasury Branch of the Financial Services and the Treasury

Bureau at [http://www.fstb.gov.hk/tb/en/docs/review-mechanism\\_e.pdf](http://www.fstb.gov.hk/tb/en/docs/review-mechanism_e.pdf).

- (v) A Tenderer must complete and submit Appendix H as part of its tender stating that it and where applicable, each of its Shareholders:
- (1) have not been convicted of any offence; or
  - (2) have been convicted of any offence (together with particulars of conviction, including without limitation, dates of all such convictions),
- under the relevant Ordinances during the five-year period immediately preceding the Tender Closing Date. Where any conviction is under appeal or review, the Statement must also specify the date when the appeal or review is expected to be heard.
- (vi) Appendix H must be certified to be true and correct by an authorized person of the Tenderer who is duly authorised to submit the Tender for and on behalf of the Tenderer. Without prejudice to any other rights which the Government has or may have, the Government will not consider the Tender if Appendix H is found to be false or untrue about any conviction of an offence under the relevant Ordinances. Where the Tenderer has been awarded the Contract, the Government may, without prejudice to any other rights which it has or may have, forthwith terminate the Contract
- (vii) The Tenderer must consent and must procure its Shareholders to consent to and authorise (i) the Government Representative to obtain from any Government bureaux/departments documents or information in relation to any conviction of an offence under the relevant Ordinances; and (ii) the relevant Government bureaux/departments to release and make available to the Government Representative all documents or information in relation to such conviction.

#### Demerit Point System

- (viii) A Tenderer's past performance will be assessed with reference to compliance with its contractual obligations in respect of non-skilled workers employed for or in connection with the performance of the Tenderer's contracts with the Government (except temporary relief worker whose period of employment does not exceed seven (7) days) on the following matters:
- (1) wages;
  - (2) daily maximum working hours;
  - (3) the requirements on signing Standard Employment Contracts;
  - (4) making wage payment by means of autopay (payment by cheque is only allowed upon termination of employment contract and upon the request of the worker concerned).
- (ix) A default notice would be issued to the Tenderer concerned for each breach of those contractual obligations set out in sub-clause (viii) above. Each default notice would attract one Demerit Point.

- (x) If a Tenderer or any of its participants if it is a joint venture has accumulated, **over a rolling period of 36 months**, an aggregate of three (3) or more Demerit Points **on or after 1 May 2006** from one or more Government bureau / departments for its non-compliance with those contractual obligations as set out in sub-clause (viii) above, the Tenderer is debarred from tendering this Contract for a period of five (5) years from the date the third Demerit Point is obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.
- (xi) Demerit Points under appeal will still be counted for the purpose of tender evaluation unless it is overruled as invalid by the appeal panel set up by the procuring Government department concerned.

#### **4. Tenderer's Background, Experience, Information and Status**

- (a) Tenderers must complete and submit Appendix G on relevant experience in providing security guard services and Appendix A on information of tenderers. Without prejudice to the Government's right to seek clarification or missing information under Clause 13 below, failure to complete and submit Appendix A or G may render the tender invalid.
- (b) If a Tenderer is incorporated outside Hong Kong, it must, if required and at its own cost, provide a legal opinion in form and substance satisfactory to the Government and issued by a lawyer duly qualified to practise the laws of the place of incorporation of the Tenderer and acceptable to the Government on the following issues and any other issues as may be required by the Government:
  - (i) the Tenderer is duly incorporated and validly existing under the laws of the place of the Tenderer's incorporation, and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the proposed Contract;
  - (ii) the Tenderer has the full power, authority and legal capacity to:
    - (1) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Documents; and
    - (2) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
  - (iii) the proposed Contract with the Government will, upon its formation pursuant to Clause 10(d), constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation and is enforceable against the Tenderer in accordance with its terms;
  - (iv) the execution, delivery and performance of its Tender and the proposed mode of execution, delivery and performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, or the Memorandum and Articles of Association or similar constitutional documents of the Tenderer;

- (v) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Documents and the Contract;
- (vi) the tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation in order to secure their validity and/or priority;
- (vii) there is no restriction under the laws of the place of the Tenderer's incorporation affecting the Tenderer's obligations under the Tender Documents and the Contract;
- (viii) the choice of the laws of Hong Kong to govern the Tender Documents and the Contract is a valid choice of laws and would be recognised and given effect to by the courts of the place of incorporation of the Tenderer; and
- (ix) it is not necessary under the laws of the place of incorporation of the Tenderer that the Government be licensed, qualified or otherwise registered in such place of incorporation in order to enable it to enforce its rights under the Tender Documents and the Contract.

## 5. Wages of Security Guard

- (a) (i) It is an essential contractual requirement of the Contract that the proposed monthly wage for each Security Guard must not be less than the monthly wage of HK\$8,556<sup>1</sup> derived from the Statutory Minimum Wage (SMW) under the Minimum Wage Ordinance (Cap. 608) plus paid rest days, which corresponds to thirty-one (31) days (twenty-seven (27) maximum number of normal working days plus four (4) paid rest days) per month and eight (8) hours of work per day (hereinafter referred to as "**the monthly wage rate of SMW plus paid rest days**").
  - (ii) For the avoidance of doubt, if the working days or working hours of a Security Guard deviate from the time basis specified in Clause 4(a)(i) above, the monthly wage rate of SMW plus paid rest days of such Security Guard shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract.
- (b) If the monthly wage for a Security Guard proposed in Appendix D to the Terms of Tender is less than the monthly wage rate mentioned in Clause 5(a)(i) above, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than **the monthly wage rate of SMW plus paid rest days** for the purpose of tender evaluation.

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<sup>1</sup> HK\$8,556 = \$34.5 x 8 (hours) x 31(days). Please refer to example 1 of the "Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts", which can be downloaded at:

< [http://www.afcd.gov.hk/tc\\_chi/tender/tender\\_rel/tender\\_rel.html](http://www.afcd.gov.hk/tc_chi/tender/tender_rel/tender_rel.html)> for Chinese version; or

< [http://www.afcd.gov.hk/english/tender/tender\\_rel/tender\\_rel.html](http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html)> for English version.

- (c) The Government Representative will at any time before the tender exercise is completed request the Tenderer to confirm its abidance by **the monthly wage rate of SMW plus paid rest days**. Should the Tenderer refuse to or otherwise fail to confirm such abidance, its tender will not be further considered by the Government for award of the Contract.
- (d) If the Tenderer proposes in Appendix D to the Terms of Tender a monthly wage higher than **the monthly wage rate of SMW plus paid rest days**, that higher monthly wage will become binding on the Tenderer should the Tenderer be awarded the Contract.

## 6. Tender Preparation

- (a) Tenders must be completed in English or Chinese and in ink or typescript and be submitted in the manner under “Lodging of Tender” of the Tender Form.
- (b) Tenderers must submit by the Tender Closing Date and time the following documents failing which the tender **will not** be considered further.
  - (i) PART 1 – Appendix C - Price Proposal with the price information in Schedule 1 of the Price Proposal duly completed; and
  - (ii) PART 4 – Offer to be Bound which **must** be duly signed.
- (c) Tenderers are expected to complete and submit the following documents including the documentary evidence which are necessary for tender evaluation, failing which the tender may not be considered further:
  - (i) PART 1 – Appendix A - Tenderer’s Declaration;
  - (ii) PART 1 – Appendix B - Information to be submitted by the Tenderer,
  - (iii) PART 1 – Appendix D - Staffing Proposal and Wage Proposal for Security Guard; and
  - (iv) PART 1 – Appendix G - Tenderer’s Business Experience in Provision of Security Guard Services; and
  - (v) PART 1 – Appendix H - Statement of Past Convictions and Authorizations.
- (d) When completing the Tender Form, tenderer should note that:
  - (i) the name of the Tenderer should be the same as the name shown on the Certificate of Incorporation when the company is incorporated under the Companies Ordinance or the Certificate of Change of Name (if any) or other similar ordinance elsewhere; and
  - (ii) all the forms are duly signed by the Tenderer or the Tenderer’s authorized person or persons for an on behalf of the Tenderer (in the case of a company);
- (e) All submissions should be enclosed in a sealed plain envelope and marked as follows:  
“Tender for Provision of Security Guard Services at Barrier Gates near Route Twisk, Sham Tseng and Tai Tong in Tai Lam Country Park (Tender Reference: AFCD/CPR/01/17)”

## 7. Submission of Tender

- (a) A tender to be submitted in response to this invitation to tender shall be submitted in **TRIPLICATE (i.e. one set of originals and two sets of copies)** with all necessary information including documentary evidence necessary for tender evaluation and addressed to the Chairman, Tender Opening Committee, Government Logistics Department, and be deposited in the Government Logistics Department Tender Box situated at the lift lobby on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before the Tender Closing Date. The envelopes must not bear any indication which may relate them to a particular Tenderer. **Late tenders WILL NOT BE CONSIDERED.**
- (b) If a black rainstorm warning signal is issued or tropical cyclone signal No.8 or above is in effect for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Tender Closing Date, the closing time of this tender will be extended to 12:00 noon (Hong Kong time) on the next working day (excluding Saturday) after the black rainstorm warning signal or tropical cyclone signal No.8 or above is cancelled.
- (c) Any appendices/annexes to the Terms of Tender and Contract Schedules issued with this invitation to tender must not be altered by the Tenderer. Any alteration to the figures in a Tenderer's proposal should be done by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- (d) Each Tenderer may only submit **ONE** tender.

## 8. Anti-collusion

- (a) By submitting a tender, the Tenderer represents and warrants that in relation to its tender: -
- (i) it has not communicated and will not communicate to any person other than the Government the amount of any tender price;
  - (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
  - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
  - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- (b) In the event that the Tenderer is in breach of any of the representations and/or warranties in sub-clause (a) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government: -
- (i) reject the tender;
  - (ii) if the Government has accepted the tender, withdraw its acceptance of the tender; and
  - (iii) if the Government has entered into the Contract with the Tenderer, terminate the



## Contract.

- (c) The Tenderer shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (a) above.
- (d) Any breach of any of the representations and/or warranties in sub-clause (a) above by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.
- (e) Sub-clause (a) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in the preparation of tender submission.
- (f) The rights of the Government under sub-clauses (b) to (d) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

**9. Tender Assessment**

- (a) All tenders will initially be checked against the essential requirements including but not limited to those stated in Clause 3. Tenders that fail to meet any of the essential requirements will not be further considered. Tenders will be assessed on an overall basis, including the Total Contract Value and past performance records of the Tenderers.
- (b) A Tenderer is requested to indicate in the space provided in Section 4 – Payment Discounts of Appendix C what discounts it will allow on the Monthly Fees if payment is made in full within a specified period of time. Any payment discount offered by a Tenderer will not be taken into consideration in the tender price assessment, except when there is more than one conforming offers offering the same lowest Total Contract Value.

**10. Basis of Acceptance and Award of Contract**

- (a) Tenders will be considered on an **overall** basis. A tender with only partial offers will not be considered further.
- (b) The Government is not bound to accept the tender with the lowest offer or any tender or to give any reasons for doing so and the Government reserves the right to accept all or any part of any tender at any time within the Tender Validity Period.
- (c) The Government will issue to the successful Tenderer either by post or by facsimile transmission a letter notifying conditional acceptance of offer ("Letter of Conditional Acceptance") subject to the following conditions precedent:
  - (i) delivery of the Contract Deposit to the pursuant to Clause 12 hereof;
  - (ii) the selected Tenderer, where applicable the shareholder(s), not having been debarred from tendering for this Contract as at the date of the Letter of Conditional Acceptance due to:
    - (1) conviction of any offence under the relevant Ordinances as specified in

Clause 3(c)(i); or

- (2) accumulation of an aggregate of 3 or more Demerit Points from 1 or more government departments as mentioned in Clause 3(c)(x) above;
  - (iii) The Government having completed its check to confirm that the Tenderer is not so debarred under sub-clause (ii) above; and
  - (iv) other conditions as the Government may specify therein.
- (d) Upon and subject to the successful Tenderer having duly complied with Clause 10(c) hereof, the Government will issue the Memorandum of Acceptance notifying fulfillment of the conditions precedent and the Contract is deemed to have been formed on the date of the issuance of the Letter of Conditional Acceptance.
  - (e) If the conditions precedent set out in Clause 10(c) above are not satisfied, the Government will be at liberty to award the Contract to another Tenderer, conduct a fresh tender exercise or take such appropriate action as the Government deems fit. Without prejudice to the foregoing, if the successful Tenderer fails to deliver the Contract Deposit to the Government pursuant to Clause 12 hereof, such failure may prejudice its future standing as a Government contractor or service provider. Tenderers who do not receive any notification within the Tender Validity Period shall assume that their tenders have not been accepted.

## **11. Prices Tendered**

- (a) Tenderers should ensure that the rates or contract value tendered are accurate before submitting their bids. Under no circumstances shall the Government be obliged to accept any request for rates or contract value adjustment on grounds that a mistake has been made in the rates or contract value tendered.
- (b) All rates or contract value tendered in the tender shall be in Hong Kong currency and, if accepted by the Government, shall remain valid and binding throughout the Contract Period. No request for price variation will be considered.
- (c) Without prejudice to the generality of the Conditions of Contract, the Government may require a Tenderer, who in the opinion of the Government has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that it is capable of carrying out and completing the Contract. A Tenderer's failure to so justify and demonstrate to the Government's satisfaction shall entitle the Government to reject the tender.

## **12. Contract Deposit**

- (a) The successful Tenderer must pay the Contract Deposit either by cash, cheque or cashier's order or in the form of a banker's guarantee. Each Tenderer should state clearly in Section 2 of Appendix A the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government by cash.
- (b) If the Total Contract Value exceeds HK\$1.43 million but does not exceed HK\$5 million, the successful Tenderer shall deposit with the Government a Contract Deposit

of an amount equivalent to not more than two percent (2%) of the Total Contract Value as security for the due and faithful performance of the Contract by the successful Tenderer.

- (c) The Contract Deposit shall be payable within fourteen (14) days from the date of the Letter of Conditional Acceptance and either in cash, cheque or cashier's order or in the form of a banker's guarantee in the form attached at **Appendix F** to the Terms of Tender issued by a bank holding a valid banking licence under the Banking Ordinance (Cap.155). A banker's guarantee for the purpose of this Clause must comply with the requirements as provided in Clause 20 of the Conditions of Contract.
- (d) If a Tenderer elects to provide a banker's guarantee,
- (i) the Tenderer shall submit an original letter from a licensed bank within the meaning of the Banking Ordinance (Cap.155) confirming that it will provide to the Government within the time specified in sub-clause (b) above a banker's guarantee in the format set out at **Appendix F**;
  - (ii) the banker's guarantee duly executed shall be submitted to the Government in accordance with sub-clause (c) above;
  - (iii) the banker's guarantee must remain in force from the Commencement Date until three months after the expiry of the Contract Period or the date upon which all of the Contractor's obligations shall have been performed and discharged to the satisfaction of the Government, whichever is the later.
- (e) A Tenderer is required to elect the method of providing a Contract Deposit it prefers by completing and signing in Section 3 of Appendix A to the Terms of Tender. In the event that a Contractor fails to elect which method of providing a Contract Deposit it prefers, it will be assumed that the Contractor will pay the Government the Contract Deposit by way of cash.
- (f) If the successful Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in sub-clause (c) above, the Government shall be at liberty to terminate the Contract, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.
- (g) For the purpose of this Clause 12, reference to "Total Contract Value" means the total contract value tendered by the successful Tenderer in Appendix C of the Terms of Tender and subject to such modification as may be agreed by the Government.

### **13. Tenderers' Response to the Government's Enquiries**

In the event that the Government determines that clarification of any tender is necessary, it will advise the Tenderer accordingly indicating whether the Tenderer should supplement its tender. Each Tenderer shall thereafter within two (2) working days after the date of the Government's request or such other period as specified in the request for clarification submit the requested information. Tenders may not be considered if complete information is not provided as required.

### **14. Tender to Remain Open**

- (a) Tenders shall remain valid and open for acceptance by the Government on these terms

for not less than one hundred and twenty (120) days after the Tender Closing Date.

- (b) If a Tenderer does not state in its tender the period for which the tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender will be 120 days after the Tender Closing Date.
- (c) If a Tenderer offers in its tender a period that is shorter than 120 days, the Government will clarify with the Tenderer concerned, in which case the Tenderer must confirm compliance with Clause 14(a) within 5 working days or such other period as specified by the Government without any other change to the tender (except any change made in response to any clarification by the Government pursuant to Clause 13). If the Tenderer fails to confirm compliance with Clause 14(a) within the specified deadline or, despite confirming compliance therewith, introduces any change to the tender not in response to any clarification by the Government pursuant to Clause 13, its tender will not be considered further.
- (d) If before expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action and this may prejudice its future standing as a Government contractor.

**15. Offer to be Binding**

- (a) All parts of the Tender Document submitted and offered by the Tenderer will be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its tender. In the event that a Tenderer discovers an error in its tender after the tender has been deposited, the Tenderer may correct the same in a separate letter before the Tender Closing Date. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.
- (b) By signing the "Offer to be Bound", a Tenderer confirms that its offer has been made subject to the terms and conditions contained in the Tender Documents, and any variation or adjustment agreed with the Government and upon being accepted by the Government, be incorporated into and form part of the Contract.

**16. Documents of Unsuccessful Tenderers**

Documents of unsuccessful Tenderers may be destroyed three (3) months after the Contract has been awarded and the agreement signed.

**17. Complaints about Tendering Process**

The tendering process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Tenderer who feels that its offer has not been fairly evaluated may write to the Director of Agriculture, Fisheries and Conservation who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if it relates to the tendering system or procedures followed. Tenderers are to note that the Director of Agriculture, Fisheries and Conservation shall not consider a complaint that is lodged later than three (3) months after the award of Contract.

**18. Undisclosed Agency**

The person who signs a tender as Tenderer shall be deemed to be acting as a principal unless it discloses therein that it is acting as an agent only, in which case it shall also disclose therein the name, address and the name(s) of the contact person(s) of its principal.

**19. Personal Data Provided**

- (a) The personal data of any individual provided by a Tenderer in the tender will be used for tender evaluation and contract award purposes.
- (b) A Tenderer shall ensure that, prior to disclosure in the tender, the relevant individual to whom the personal data belongs has acknowledged and consented that his/her personal data may be disclosed to the Government Representative and all parties responsible for tender evaluation in other Government bureaux, departments and non-Government organizations.
- (c) The individual to whom the personal data belongs has the right to access and make correction with respect to personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the personal data provided in the tender.
- (d) Enquiries concerning the personal data collected by means of the tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer (Deputy Secretary (General)) of the AFCD.

**20. Offering Gratuities**

The Tenderer shall not and shall ensure that its agents and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government. Any breach of or non-compliance with this Clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate its tender, and if the Contract has been awarded to the Tenderer without knowing the breach, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred.

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

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

**22. Consent to Disclosure**

The Government shall have the right to disclose, without further reference or notice to the successful Tenderer, whenever the Government considers appropriate or upon request (written or otherwise) by any third party information on the awarded Contract,

including the name and address of the successful Tenderer, description of the Services, wages levels and working conditions for the successful Tenderer's employees including those of its agents, and the Contract value and information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligation under the Contract. In submitting a bid, each Tenderer irrevocably and unconditionally authorizes the Government to make and consents to the Government making any of the disclosure aforesaid. Furthermore, the Government shall have the right to require the successful Tenderer to display wage level and working conditions, including working hours, of its employees, ensuring that their employees (which shall also include those of the successful Tenderer's agents) are being informed of such. The mode of display shall be such as may be specified by the Government from time to time.

**23. Contractor's Performance Monitoring**

Tenderers are advised that should the Government award the Contract to the successful Tenderer, its performance of the Services under the Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that the successful Tenderer may submit in future. A tender may be rejected if by the Tender Closing Date, the Tenderer is under suspension from tendering for government tenders.

**24. Cancellation and Costs of Tender**

- (a) Without prejudice to the Government's right to cancel this Invitation to Tender at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Government is not bound to accept any conforming Tender and reserves the right to cancel this Invitation to Tender.
- (b) A Tenderer submits its tender proposal at its own cost and expense. The Government will not under any circumstances be liable to the Tenderers for any costs and expenses whatsoever incurred by the Tenderer in connection with the preparation and submission of its tender or in any related communication with the Government, whether before, on or after the Tender Closing Date.

**25. Environmental Friendly Measures**

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

- (a) All documents should preferably be printed on both sides and on recycled paper. Paper exceeding 80gsm are not recommended as a general rule.
- (b) Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
- (c) Single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

**26. Tenderer's Enquiries**

- (a) Before, the Tender Closing Date, any enquiries concerning the submission of tender procedures can be made by contacting Mr. Henry LAW at telephone no. 2150 6745. For enquiries on other technical issues such as Service Requirements, Schedules, tender briefing etc., please contact Mr. K.Y. LEE at telephone no. 2470 7104. The Government officers may at any time request any Tenderer to make enquiries in writing.
- (b) Tenderers shall note that after the Tender Closing Date and before the award of the Contract, they shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Document or their submitted tenders. Any Tenderer who fails to observe this requirement may render its tender being disqualified. The Government reserves the sole right to initiate any contact with Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- (c) Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in these Terms of Tender or the Conditions of Contract.

**27. Tenderer's Commitment**

All tenders, proposals, information and responses submitted by each Tenderer must be in writing. The relevant provisions of this invitation to tender and documents so submitted shall be the representation of the Tenderer and may by law or at the Government's sole option be incorporated into and made part of the Contract between the Government and the successful Tenderer in such manner as the Government considers appropriate. The Government reserves the right to disqualify any Tenderer who submits a tender that directly or indirectly attempts to preclude or limit the effect of this requirement.

**28. Tender Briefing Session**

In order to have a clear understanding of the Contract and the Services before submitting offers, all Tenderers who wish to submit a bid in this Tender are strongly recommended to deploy Guard at supervisory level to attend a Tender Briefing on 15 Jan 2018 (Monday) at 14:30 at Tai Tong Management Centre, Tai Tong Shan Road, Yuen Long, New Territories. Tenderers who would like to attend the briefing session should complete the reply slip attached at **Appendix E** to the Terms of Tender and send back to Country Parks Ranger Services Officer/North West to register by fax 2415 1656 not less than 24 hours before the tender briefing session. Each Tenderer may nominate not more than two representatives to attend the tender briefing session.

**29. Tender Addenda**

The Government reserves the right to clarify, amplify or amend this tender at any time prior to the Tender Closing Date. Any clarification(s) or amendment(s) on any aspect of this tender will be by way of an addendum and will be posted on the departmental webpage. These addenda if comprising an amendment, clarification or adjustment to any provisions of the Contract, shall form part of the Contract and shall take priority over the documents previously issued. Tenderers are advised to check the said website from time to time for any issue of addendum and the contents thereof.

**30. The Attachments**

Tenderers should study all attachments to the Tender Documents (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting their tenders. Tenderers should note that all information and statistics provided by the Government in connection with this tender are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness, usefulness or future changes of such statistics and information. Tenderers should conduct their own independent assessment of the statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

**31. Negotiation**

The Government reserves the right to negotiate with any Tenderer about the terms of its offer.

**32. Counterproposal**

Any counterproposal or any offer not in accordance with the terms of this tender on the part of a Tenderer may render its tender **NOT TO BE CONSIDERED**.



**Appendix A**

**Tenderer's Declaration**

**Section 1 – Tenderer's Portfolio**

1. Name of Tenderer<sup>1</sup> (in English) : \_\_\_\_\_

(in Chinese) : \_\_\_\_\_

2. Details of Company

(a) Scope of Business : \_\_\_\_\_

(b) Registered Office

(i) Address : \_\_\_\_\_

\_\_\_\_\_

(ii) Telephone Number : \_\_\_\_\_ (iii) Fax : \_\_\_\_\_  
Number

(c) Year of Establishment : \_\_\_\_\_

(i) Ownership : \_\_\_\_\_

(ii) If a subsidiary, name of parent company : \_\_\_\_\_

(d) Members of the Company : Name Residential Address

(i) Managing Director

(ii) Director

(iii) Owner/Shareholder

(e) No. of staff : \_\_\_\_\_

Signature of Person  
Authorized to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Terms of Tender

**Tenderer's Declaration**

3. I/We also certify that the particulars given by me/us below, are correct:

(a) The number of my/our/the Company's Business Registration Certificate  
is .....

(b) The date of expiry of my/our/the Company's Business Registration Certificate  
is .....

.....

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

Policy No. ....

Name of Insurance Company .....

Period covered by the Policy is from .....

to .....

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

.....  
.....

**Note: --**

Note 1: The Tenderer may be a body of corporate or an unincorporated joint venture / entity (e.g. a sole proprietorship or partnership).

Signature of Person  
Authorized to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Terms of Tender

**Tenderer's Declaration**

**Section 2 – Election of method of payment of Contract Deposit**

[Please refer to Clause 12 of the Terms of Tender and Clause 20 of the Conditions of Contract.]

If required under Clause 12 of Terms of Tender, we, the Tenderer, will pay the Contract Deposit : -

- \* (i) in cash, cheque or cashier's order,
- \* (ii) in the form of a banker's guarantee in accordance with Clause 19 of the Conditions of the Contract.
  
- \* *Delete as appropriate. In the event that a Tenderer fails to elect which method of providing a Contract Deposit, it will be assumed that the Tenderer will deposit cash with the Government.*

Signature of Person  
Authorized to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Terms of Tender

**Appendix B**

**Information to be Submitted by the Tenderer**

[Please refer to Clause 6 of the Terms of Tender]

1. The following documents are attached for assessment: -

Business Status

- Copy of a valid Business Registration Certificate. The certificate should bear a machine printed line to show that full registration fee has been paid.
- Copy of the current Memorandum and Articles of Association, the Certificate of Incorporation and any other corporate documents evidencing business status.
- Copy of the licence within the meaning of the Security and Guarding Services Ordinance (Cap. 460).

Requirements of Experience and Qualification

- Documentary evidence of my/our relevant experience of at least an aggregate of three (3) years in the provision of security guard services during the ten (10) years immediately preceding the Tender Closing Date. (*Client name, Contract period, Place of Business, Areas served, Description of Business*).

2. (a) I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from the referee(s) referred to in the documentary evidence submitted regarding my/our relevant experience in providing security guard services: -

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and give consent for the referee(s) to release and provide information to the Agriculture, Fisheries and Conservation Department as regards my/our record of performance concerning the types of services listed in Contract Schedules 1.

(b) I/We hereby declare that all information given in (a) above and any additional sheets attached hereto are correct. I/We agree that, if any of such information is found to be incorrect, my/our tender will score no mark in the relevant claim of experience.

(Please indicate by  as appropriate)

Signature of Person  
 Authorized to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Terms of Tender

**Price Proposal**  
**(Rates of Charges for the Provision of the Services)**  
 [Please refer to Clause 11 of the Terms of Tender.]

The amount of the monthly payment for the Services to be performed by the Contractor in full compliance with all requirements and specifications set out in the Contract, including without limitation the staff and duty hours requirements specified in Clauses 2 & 3 of Service Requirements shall be as follows: –

**1. Staff Requirement and Duty Hour**

a. Barrier Gate near Tai Tong

Working Days	Monday to Sunday (including General Holiday)		
Service Hours	1 <sup>st</sup> Shift 08:00 – 16:00	2 <sup>nd</sup> Shift 16:00 – 00:00	3 <sup>rd</sup> Shift 00:00 – 08:00 (the following day)
No. of Security Guard	1	1	1

b. Barrier Gates near Route Twisk and Sham Tseng

Working Days	Monday to Sunday (including General Holiday)
Service Hours	08:15 – 17:15
No. of Security Guard	2 (one for Route Twisk, and one for Sham Tseng)

Authorized Signature : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

**Price Proposal**  
**(Rates of Charges for the Provision of the Services)**  
 [Please refer to Clause 11 of the Terms of Tender.]

**2. Unit Rates for Security Guard**

a. Barrier Gate near Tai Tong

	(A)	(B)	(C)
	Hourly Rate (HK\$)	No. of working hour per shift	Total Amount per Shift (=A x B)
<b>Security Guard at Tai Tong</b>	\$ per hour	8	

b. Barrier Gates near Route Twisk and Sham Tseng

	(A)	(B)	(C)
	Hourly Rate (HK\$)	No. of working hour per shift	Total Amount per Shift (=A x B)
<b>Security Guard at Route Twisk</b>	\$ per hour	9	
<b>Security Guard at Sham Tseng</b>	\$ per hour	9	

Note: The unit rate shall be used for calculation of an addition or reduction of the number of Contractor's Employees to those specified in the Clauses of Service Requirements and other parts in the Contract.

Authorized Signature : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

**Price Proposal**  
**(Rates of Charges for the Provision of the Services)**  
 [Please refer to Clause 11 of the Terms of Tender.]

**3. Total Contract Value****Schedule I – Essential Services (Regular Security Guard Services)**

<b>Provision of Security Guard Services at:</b>				
<b>Location</b>	<b>Contract Period</b>	<b>Monthly Charge (HK\$)*</b>	<b>No. of Month</b>	<b>Amount (HK\$)</b>
		(i)	(ii)	(i) x (ii)
(a) Barrier Gate near Tai Tong	1.4.2018 (08:00 a.m.) – 1.4.2020 (08:00 a.m.)		24	(a)
(b) Barrier Gates near Route Twisk and Sham Tseng	1.4.2018 – 31.3.2020		24	(b)
<b>(a) + (b) Total Contract Value:</b>				<b>HK\$</b>

**Schedule II – Optional Services (Additional Security Guard Services)**

<b>Description</b>	<b>Estimated No. of Hours Required (Hours)</b>	<b>Hourly Rate (HK\$)</b>	<b>Total Amount (HK\$)</b>
Additional guard service required as stipulated in Clause 3(e) of Service Requirements	950		

**\* Notes:**

- Acceptance of offers will be on the **OVERALL** basis [i.e. Item (a) - Barrier Gate near Tai Tong + Item (b) - Barrier Gates near Route Twisk and Sham Tseng under Schedule I – Essential Services].
- The Contractor shall be responsible for all costs and expense required for rendering the Services under the Contract, including but not limited to the equipment, materials and tools required to be provided under the Contract. Tenderers should take this into account when offering the unit rates.
- The hourly rate quoted for the additional security guard services under Schedule II – Optional Services will not be used for tender assessment. However, Tenderers must quote the rate for the Government's consideration. The estimated additional requirements are provided for Tenderer's reference and the Government does not warrant,

Authorized Signature : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

**Price Proposal**  
**(Rates of Charges for the Provision of the Services)**  
[Please refer to Clause 11 of the Terms of Tender.]

undertake or bind itself to require such or any additional services under the Contract. The Government reserves the right to acquire the optional services during the contractual period.

- 4. When quoting for the Monthly Rate, Tenderers must consider and take into account the number of Security Staff required for the various shifts as stated in Section 1 and Clause 3 of the Service Requirements (Contract Schedule 1).

**4. Payment Discounts**

(a) Tenderer is requested to indicate in the space provided below the discount which it would allow on the Monthly Fees if payment is made in full within:

- (i) **14** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: \_\_\_\_\_ % discount.
- (ii) **28** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: \_\_\_\_\_ % discount.

(b) Tenderer must insert the word 'NIL' in the space provided above if it does not offer any payment discount.

(c) The 14 or 28 clear working days' period for payment discount will be calculated from (excluding Saturday, Sunday or General Holiday) the date of receipt of invoice or from the date of acceptance of Services, whichever is the later.

(d) Any payment discount offered by a Tenderer will not be taken into consideration in the tender price assessment, except when there is more than one Tenderer fully capable of undertaking the Contract and offering the same Total Contract Price.

Authorized Signature : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_



**Appendix D**

**Staffing Proposal and Wage Proposal for Security Guard**

[Please refer to Clause 5 of the Terms of Tender and Clauses 2 & 3 of Service Requirements.]

**Wages Proposal for Security Guard**

1. Tenderers must propose in the given spaces below a monthly wage rate for a **security guard** and the basis on which such wage rate is calculated. The monthly wage rate proposed must comply with the requirements set out in Clause 5 of the Terms of Tender. Tenderers are advised to read Clauses 5(c) to (d) of the Terms of Tender carefully for the consequences of non-compliance of the wage requirements.
2. By way of illustration, the monthly wage payable to a security guard shall not be less than HK\$8,556, calculated on the basis of –
  - (i) 31 days per month (i.e. 27 normal working days plus 4 paid rest days); [see Note 1]
  - (ii) 8 hours a day [see Note 2]; and
  - (iii) HK\$34.5 per hour [see Note 3].
3. Wage proposal for Security Guard:
  - (i) Barrier Gate near Tai Tong

Type of Staff	Proposed Monthly Wage	Proposed Daily Maximum Allowable Working Hours (excluding meal break)
Security Guard	HK\$ _____ (based on an hourly rate of \$ _____)	_____ hours

Authorized Signature : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

**Appendix D**

**Staffing Proposal and Wage Proposal for Security Guard**

[Please refer to Clause 5 of the Terms of Tender and Clauses 2 & 3 of Service Requirements.]

(ii) Barrier Gates near Route Twisk and Sham Tseng

Type of Staff	Proposed Monthly Wage	Proposed Daily Maximum Allowable Working Hours (excluding meal break)
Security Guard at Route Twisk	HK\$ _____ (based on an hourly rate of \$ _____)	_____ hours
Security Guard at Sham Tseng	HK\$ _____ (based on an hourly rate of \$ _____)	_____ hours

Note 1: Tenderers must allow one paid rest day for every period of seven days.

Note 2: The number of hours means working hours plus meal break, if paid.

Note 3: The Statutory Minimum Wage is HK\$34.5 with effect from 1 May 2017.

Note 4: The monthly wage payable to each Security Guard during the Contract Period should not be less than (i) the monthly wage committed by the Tenderer in this Appendix; or (ii) any adjusted wage level brought about by future revisions of the Statutory Minimum Wage, whichever is the higher.

Authorized Signature : \_\_\_\_\_

Name of Person Authorized to Sign Tender: \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

[Please refer to Clause 28 of the Terms of Tender.]

To: Country Parks Ranger Services Officer/North West  
Agriculture, Fisheries and Conservation Department

Fax: (852) 2415 1656

**Registration Form for Attending Tender Briefing Session**

**Provision of Security Guard Services at Barrier Gates near Route Twisk, Sham Tseng and  
Tai Tong in Tai Lam Country Park  
(Tender Ref.: AFCD/CPR/01/17)**

**Details of the Briefing Session**

Date : 15 Jan 2018 (Monday)  
Time : 14 : 30  
Venue : Tai Tong Management Centre,  
Tai Tong Shan Road, Yuen Long, New Territories.

**Details of Registration**

The following person(s) from our company will attend the Briefing Session: -

Name	Post Title
(1) _____	_____
(2) _____	_____

Signature : _____	Name : _____
Post title : _____	Company : _____
Phone no.: _____	Fax no. : _____
E-mail address : _____	Date : _____

**NOTE: This form should be completed and returned by fax to the Agriculture, Fisheries and Conservation Department not less than 24 hours before the tender briefing session.**

[Please refer to Clause 12 of the Terms of Tender.]

**Sample Form of  
Banker's Guarantee for the Performance of a Contract**

THIS GUARANTEE is made on the ..... day of .....  
BETWEEN .....  
of ....., a bank within the meaning of the Banking Ordinance Chapter 155 (hereinafter called the "Guarantor") of the one part and 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 [month year] made between «SUPPLIER\_NAME» of «SUPPLIER\_ADDRESS» (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as Agriculture, Fisheries and Conservation Department Contract No. «CONTRACT\_NUMBER»), 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 the Guarantor HEREBY AGREES with the Government 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 entering into the Contract with the Contractor:

(a) The Guarantor hereby irrevocably and unconditionally guarantees 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.

(b) The Guarantor, as a primary obligor and as a separate and independent obligation

[Please refer to Clause 12 of the Terms of Tender.]

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 Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Contractor or from his, her or their estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of all such losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of HK\$ \_\_\_\_\_.

(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.

(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 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;

[Please refer to Clause 12 of the Terms of Tender.]

- (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 authorizes 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 upon execution 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 date falling **six (6)** months after the expiry of the Contract (unless (b) is applicable); or
- (b) in the case if at the time of expiry or termination of the Contract, all or any of the Contractor's obligations and liabilities under or in relation to the Contract shall not have been performed, completed and discharged to the satisfaction of the Government Representative, or there remains any outstanding Government's rights and claims under the Contract or otherwise at law arising from antecedent breaches of the Contract by the Contractor or which have otherwise accrued or arisen prior to

[Please refer to Clause 12 of the Terms of Tender.]

the termination of expiry, the date falling twenty four (24) months after the early termination or expiry of the Contract Period

whichever is the later.

(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 Country Parks Ranger Services Division, the Agriculture, Fisheries and Conservation Department, 6/F Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, marked for the attention of Director of Agriculture, Fisheries and Conservation, facsimile number 2317 0482;
- (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

[Please refer to Clause 12 of the Terms of Tender.]

delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if dispatched 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) The Guarantor hereby acknowledges that

- (a) the Guarantor should read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee.; and
- (b) no Government officer is authorised to advise on, make representations regarding or amend (other than by a written instrument signed by both the Guarantor and the Government) the terms and conditions of this Guarantee.

IN WITNESS whereof 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..... )  
 ..... )

@ 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 & Title]



[Please refer to Clause 12 of the Terms of Tender.]

\* Please delete as appropriate

@ See Powers of Attorney Ordinance Chapter 31

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.

**Appendix G**

**Tenderer’s Business Experience in Provision of Security Guard Services**

Experience of at least an aggregate of three (3) years in the provision of security guard services during the ten (10) years immediately preceding the original Tender Closing Date will be evaluated as essential requirement according to Clause 3 of Terms of Tender. Tenderers must provide description and history of their relevant experience in the provision of security guard services with clear indication on the number of years of relevant experience; and should provide documentary proof to substantiate claims of the relevant experience. (*Client name, Contract period, Place of Business, Areas served, Description of Business*). Failure to provide documentary proof to substantiate claims of the relevant experience may, at the absolute discretion of the Government, render the experience not to be counted.

Client Name	Contract Period	Place of Business	Areas served	Description of Business

Signature of Person Authorized to sign Tender : \_\_\_\_\_

Name in Block Letter : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Tel. No. / Fax. No. : \_\_\_\_\_

Date : \_\_\_\_\_

Terms of Tender

**Appendix H****Statement of Past Convictions and Authorization****PART A - DECLARATION**

A Tenderer must declare if it and, where applicable, each of its Shareholders (as defined in Clause 3 (c)(iii)(2) to the Terms of Tender) if it is an incorporated joint venture, has/have obtained any conviction of an offence under the relevant Ordinances (as defined in Clause 3 (c) to the Terms of Tender) during the five-year period immediately preceding the Tender Closing Date.

**Yes / No** (please delete as appropriate)

If yes, please complete the following table –

Date of Offence	Date of Conviction	Ordinance and Sections Breached	Amount of Fine / Length of Imprisonment
(Use separate sheets if required)			

I/We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. If any of the information is found to be incorrect, we understand that my/our Contract will be terminated in accordance with Clause 21 of the Conditions of Contract.

**PART B - AUTHORIZATION**

I/We hereby authorize AFCD to obtain information from all Government departments and give consent to the Government departments concerned to release and provide information of my/our record of conviction under the Employment Ordinance, Employees' Compensation Ordinance, Immigration Ordinance, Criminal Procedure Ordinance and Mandatory Provident Funds Schemes Ordinance relating to staff employment to AFCD for the purposes of assessment of my/our Tender under this tender exercise and subsequent management of the Contract.

Authorized Signature : \_\_\_\_\_

Name and Title of Person Authorized to :  
Sign Tender \_\_\_\_\_

Name of Tenderer in English : \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

Terms of Tender

**PART 2**  
**CONDITIONS OF CONTRACT**

<b>Content</b>	<b>Sheet</b>
1. <b>Contract Period</b> .....	44
2. <b>Services to be Provided and Variation of Services</b> .....	44
3. <b>Contractor's Acknowledgement</b> .....	45
4. <b>Contractor's Warranties and Undertakings</b> .....	45
5. <b>Contractor's Obligations Relating to Employment of Contractor's Employees</b> .....	46
6. <b>Performance of Contractor's Employees</b> .....	47
7. <b>Personnel Records</b> .....	49
8. <b>Demerit Point System</b> .....	50
9. <b>Performance Monitoring of the Contractor</b> .....	50
10. <b>Illegal Workers</b> .....	50
11. <b>No Assignment and Sub-contracting</b> .....	51
12. <b>Inspection and Rejection</b> .....	51
13. <b>Payment to Contractor</b> .....	52
14. <b>Deduction in Monthly Fee</b> .....	53
15. <b>Amenities and Equipment</b> .....	53
16. <b>Suspension of Services</b> .....	54
17. <b>Liability and Indemnity</b> .....	54
18. <b>Public Liability Insurance</b> .....	55
19. <b>Set Off</b> .....	56
20. <b>Contract Deposit</b> .....	56
21. <b>Termination of Contract</b> .....	57
22. <b>Consequences of Termination</b> .....	59
23. <b>Government Property</b> .....	60
24. <b>Government Premises / Contractor's Premises</b> .....	60
25. <b>Non-Exclusivity</b> .....	61
26. <b>Government's Confidential Information</b> .....	61
27. <b>Corrupt Gifts</b> .....	61
28. <b>Publicity</b> .....	62
29. <b>Service of Notice</b> .....	62
30. <b>Site Record, Return and Management Report</b> .....	63
31. <b>Monies or Valuables Found by the Contractor's Employees</b> .....	63
32. <b>Entire Agreement</b> .....	63
33. <b>Relationship of the Parties</b> .....	64
34. <b>Jurisdiction</b> .....	64
35. <b>Compliance with Laws and Regulations</b> .....	64
36. <b>Waiver and Severability</b> .....	64
37. <b>Disputes</b> .....	65
38. <b>Complaints/Enquiries Handling</b> .....	65
39. <b>Information/Data Handling</b> .....	65

**40. Contracts (Rights of Third Parties) Ordinance ..... 65**  
**41. Matters in which the Decision of the Government Representative is Final..... 65**  
Annex A Sample of Accountant’s Certificate for Payment Application .....67

**PART 2**  
**CONDITIONS OF CONTRACT**

**1. Contract Period**

- (a) The Contractor shall provide the Services to the Government, for a period of twenty four (24) months from the Commencement Date subject to any provision for sooner determination or extension of the Contract as is provided for in the Contract.
- (b) Notwithstanding Clause 1(a) above, the Government may by serving a written notice on the Contractor of no less than one (1) month prior to the expiry of the Contract Period at its sole discretion extend the Contract Period for a continuous period of not more than six (6) months, commencing immediately upon expiry of the Contract Period on the same terms and conditions herein except this clause.
- (c) The Contractor shall continue to perform the Contract throughout the extension period under Clause 1(b) when Government exercises its right to extend the Contract.

**2. Services to be Provided and Variation of Services**

- (a) The Contractor shall during the Contract Period provide the Services to the Government in accordance with the terms and conditions of the Contract (including but not limited to the Service Requirements as laid down in Contract Schedule 1, the Conditions of Contract and the Contract Schedules) at such time and in such matter as the Government may specify from time to time and to the satisfaction of the Government Representative.
- (b) The Contractor must observe and comply with any directions or instructions given by the Government Representative.
- (c) Each Contractor's Employee must devote all of his or her respective time, attention and energy to carrying out of the Services and subject to any directions as may be given by the Government from time to time.
- (d) The Contractor's Employees may be required to work over-time or in places other than the Contract Venue as may be directed by the Government Representative or as driven by the demands of work, urgency of task or operational needs.
- (e) The Contractor must not extend the Services beyond the requirements specified in the Contract except as directed in writing by the Government Representative. However, the Government Representative may at any time during the Contract Period by notice in writing require the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor must 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.
- (f) Where a variation has been made to the Contract, the amount to be added to or deducted from the Monthly Fee in accordance with that variation is determined in accordance with the rates specified in Contract Schedule 3 (Price Schedule) so far as the same may be applicable. Where rates are not contained in Contract Schedule 3 (Price Schedule), or are not applicable, such amount will be such sum as is reasonable in the circumstances.

- (g) Notwithstanding anything to the contrary herein contained, the Government Representative may from time to time and at any time during the Contract Period: -
- (i) by giving three (3) days' notice in writing require the Contractor to provide additional Security Staff at such places within the Country Park(s), in such manner and at such times as the Government Representative may specify; and
  - (ii) by giving two (2) days' prior verbal notice (to be properly documented subsequently) to the Contractor, require the Contractor to provide additional Security Staff to carry out emergency or other special services at such part of the Country Park(s), for such duration and in such manner as may be directed by the Government Representative and the Contractor shall provide such Services accordingly.
- (h) The Government will pay for the Services provided by the Contractor including those provided under Clause 2(g) above in accordance with the rates specified in Contract Schedule 3 (Price Schedule).

### **3. Contractor's Acknowledgement**

The Contractor acknowledges that-

- (a) it has made itself thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality requirements of the Services, and other requirements under the Contract on equipment, materials, tools, deployment of labour and supervisory staff; and any necessary storage or transportation requirement under the Contract.
- (b) it has been supplied with sufficient information to enable it to provide to the Government the Services in accordance with the terms and conditions of the Contract; and
- (c) it shall not be entitled to any additional payment nor be excused from performing any of its obligations under the Contract on the ground of any misinterpretation by the Contractor of any matters relating to the Contract.

### **4. Contractor's Warranties and Undertakings**

The Contractor warrants and undertakes to the Government that: -

- (a) the Contractor and all the Contractor's Employees shall have the necessary skills, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract;
- (b) the Contractor shall carry out and provide the Services with all due diligence and in a proper, skilful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
- (c) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provision of the Services, including the obtaining and maintaining of all necessary licences or permits;
- (d) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquires made by the Government Representative;

- (e) the Contractor shall enter into a written Standard Employment Contract (if the contractual period exceeds seven (7) days) with each of its employees and shall comply with all terms of the Standard Employment Contract;
- (f) the Contractor shall comply with all reasonable instructions and directions on all matters relating to the Contract as the Government Representative may from time to time issue to the Contractor;
- (g) the Contractor shall take all necessary measures, including the provision of proper protective gear and proper training to ensure the safety of all Contractor's Employees during the provision of the Services. In the event of any Contractor's Employees or Contractor's sub-contractors or agents suffering from any personal injury or death in the course of provision of Services and whether there be a claim for compensation or not, the Contractor shall within twenty-four (24) hours give notice in writing of such personal injury or death to the Government Representative;
- (h) the Contractor shall be responsible for the good conduct of Contractor's Employees, permitted sub-contractors and agents (if any) while they are performing the Services at the Country Parks areas under the Contract and shall ensure that they comply with the Code of Conduct for the Contractor's Employees set out in Contract Schedule 5 which may be amended from time to time by the Government Representative. The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees or the Contractor's permitted sub-contractors or agents (if any) engaged or deployed for the purpose of the Contract. Any of the Contractor's Employees, the Contractor's sub-contractors or agents so removed shall be replaced as soon as possible by a competent substitute within such time as specified by the Government Representative.

##### **5. Contractor's Obligations Relating to Employment of Contractor's Employees**

- (a) The Contractor shall employ sufficient number of suitably trained, experienced and competent managerial and site supervisory staff for the maintenance and execution of the Services. They shall include but not limited to the following:
  - (i) At least one (1) Contract Manager; and
  - (ii) At each location as specified in Contract Schedule 2, sufficient number of Security Guards as specified in Clause 3 of Contract Schedule 1.
- (b) The Contractor shall ensure that they all fulfill the respective qualifications to carry out their responsibilities and duties as stipulated in Clause 5 of Contract Schedule 1.
- (c) The Contractor shall pay or shall ensure to be paid to each Security Guard during the Contract Period a wage not less than: -
  - (i) the monthly wage as specified in Contract Schedule 4; or
  - (ii) a monthly wage referred to at (i) above as the same may be adjusted as a result of future revision of the Statutory Minimum Wage,



whichever is the higher.

- (d) The Contractor shall promptly pay or shall ensure prompt payment of wages to the Contractor's Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract. The Contractor shall use autopay for payment of wages to the Security Guard (payment by cheque is only allowed upon termination of employment contract and is made at request of the Security Guard concerned).
- (e) Without the prior approval of the Government Representative, the Contractor shall not allow any Security Guard to work each day for more than the maximum allowable working hours per day as specified in the Standard Employment Contract.
- (f) The Contractor shall allow each Security Guard not less than one hour meal break each day. The period of meal break of each Security Guard shall be specified in the Standard Employment Contract.
- (g) The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate Contract forthwith.

## **6. Performance of Contractor's Employees**

- (a) The Contractor shall not allow any one of his Contractor Employees to work more than one work shift in any one twenty-four (24) hour period of the Contract Period which means the time gap between any two consecutive work shifts undertaken by a Security Guard shall not be less than sixteen (16) hours at the Barrier Gates near Tai Tong in Tai Lam Country Park.
- (b) The Contractor shall ensure the good conduct of each of the Contractor's Employees while they are performing the Services for or on behalf of the Contractor. Without prejudice to the aforesaid, the Contractor shall ensure that each employee : –
  - (i) is fit for their tasks;
  - (ii) maintains the standard of discipline, courtesy, behaviour and consideration in performing the Services;
  - (iii) does not smoke, sleep, consume alcoholic drink, listen to radio, gossip and will refrain from any other malpractices while they are performing the Services; and
  - (iv) is on duty during the period of a day as specified in Clause 3 of Contract Schedule 1 as applicable to the post set out therein for which the Contractor's Employee is assigned to perform his/her duties for the purpose of this Contract and is punctual at all times.
- (c) The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's employees or agents engaged or deployed for the purpose of the Contract.

- (d) Any employee or agent so removed shall at the sole cost and expense of the Contract be replaced as soon as possible by a competent substitute and within such time as specified by the Government Representative. The Contractor shall not deploy the removed person to perform the Services at any other location of this contract.
- (e) The Government shall in no circumstances be liable to the Contractor, its employees and agents in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employees or agents.
- (f) The Contractor and the Contractor's Employees shall: –
- (i) 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;
  - (ii) wear tidy and clean uniforms and such special or protective clothing and footwear as the Government may consider necessary or appropriate. Any such special or protective clothing and footwear shall be provided, maintained and replaced as necessary by the Contractor at its own expenses;
  - (iii) upon being requested by the Government Representative, accompany the Government Representative to the locations specified by the Government Representative to inspect the performance of the Services;
  - (iv) give proper training, supervision and guidance to the Security Guard in performing the Services.
  - (v) conduct surprise checks at such frequency agreed by the Government Representative and record the findings of his surprise checks in a record book;
  - (vi) provide the record book for the Government Representative's inspection whenever requested by the Government Representative;
  - (vii) if required by the Government Representative, deliver to the Government within such period as specified by the Government Representative, copies of the record for the Government's retention;
  - (viii) if required by the Government Representative, attend and participate in meetings arranged by the Government Representative in relation to the Services (including meeting with any persons, groups or associations specified by the Government Representative to resolve complaints or discuss any aspect of the Services); and
  - (ix) if required by the Government Representative, prepare a written report on any aspect of the Services as instructed by the Government Representative.

**7. Personnel Records**

- (a) The Contractor shall maintain or shall ensure to be maintained proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to the Contractor's Employees, bank autopay returns, receipts of wages and records of contributions to the mandatory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of manager and supervisor ranks only) and age of each of the Contractor's Employees.
- (b) The Contractor shall enter into written Standard Employment Contract (if the contractual period exceeds seven (7) days) with accompanying guidance notes with each and all of the Employees in accordance with Clause 4(e) above, and shall ensure that all Employees fully understand all contents of the Standard Employment Contract. Copies of the signed employment contract should be kept by the Contractor, the Employees and the Government for record and for monitoring of the Contractor's compliance with the Contract.
- (c) The Contractor shall within fourteen (14) days from the Commencement Date of the Contract provide the Government Representative with copies of the Standard Employment Contracts entered into under sub-clause (b) above at its own costs. In the event that there is any subsequent change of concerned Employees and/or of the terms of the Standard Employment Contract as approved by the Government Representative, the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new Standard Employment Contract entered into or any employment contract as amended, as the case may be, at its own cost.
- (d) The Contractor shall keep proper records of all amendments, variation or cancellation to the Standard Employment Contracts and the wage payment to the Contractor's Employees.
- (e) Any breach of the undertaking in sub-clause (a) to (d) above in respect of written Standard Employment Contracts with Contractor's Employees shall be construed as a material breach of the Contract and the Government shall have right to terminate the Contract.
- (f) The Contractor shall not vary the terms and conditions of the Standard Employment Contract without the prior written approval of the Government Representative.
- (g) If requested by the Government Representative, the Contractor shall produce evidence to satisfy the Government Representative that the terms and conditions specified in the Standard Employment Contracts have been complied with. The Government Representative may at any time during the Contract Period approach the Contractor's Employees to verify the information provided by the Contractor. If requested by the Government Representative, the Contractor shall make arrangement for any or all of the Contractor's Employees to meet the Government Representative or the representatives of the Labour Department.
- (h) The Contractor shall obtain consent from the Contractor's Employees for disclosure of their personal data, the Standard Employment Contracts and all other records of employment to the Government Representative and the representatives of the Labour Department for the purposes of the Contract.
- (i) All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.

## 8. Demerit Point System

- (a) If the Contractor is in breach of Clauses 5(d), 5(e), 5(f), 7(a), 7(b) or 7(d) of the Conditions of Contract, the Government Representative shall be entitled to record in writing a Notice of Default in Employment Commitments (“Notice of Default”) and serve the same upon the Contractor. For the avoidance of doubt, a Notice of Default will be issued for each breach of the contractual obligations in respect of wage level, daily maximum working hours, signed Standard Employment Contracts and wage payment by means of autopay. Each such Notice of Default so issued under Government service contract that rely heavily on the deployment of non-skilled workers attracts one Demerit Point. The Demerit Points given to the Contractor from Government departments will be taken into account by the Government in tender evaluation of the Contractor’s future bids for all Government service contracts, the performance of which will rely heavily on the deployment of non-skilled workers and may result in the Contractor failing the tender evaluation.
- (b) The Contractor shall comply or shall ensure the compliance with the terms and conditions set out in the written Standard Employment Contracts. If the Contractor is in breach of the terms and conditions in the Standard Employment Contracts **not** in connection with wage level, daily maximum working hours and means of wage payment referred to Clauses 5(c), 5(d), 5(e) and 5(f) of the Conditions of Contract and the requirement regarding signed Standard Employment Contracts referred to Clause 7(b) and **not** in connection with the offences under the Ordinances referred to in Clause 21(a), the Government Representative shall be entitled to record in writing a Notice of Default and serve the same upon the Contractor. The Notice of Default in Employment Commitments given to the Contractor will also be taken into account in tender evaluation of the Contractor’s future bids for the Government’s service contracts, the performance of which will rely heavily on the deployment of non-skilled workers.
- (c) The Contractor shall note that if it receives three (3) or more Demerit Points from one or more Government departments **over a rolling period of 36 months**, its tender for Government service contracts will not be considered for a period of five (5) years from the date of the third Demerit Point is obtained.

## 9. Performance Monitoring of the Contractor

Without prejudice to Clause 8 hereof, the performance of the Contractor shall be monitored and may be taken into account in the tender evaluation of the Contractor’s future bids for Government service contracts.

## 10. Illegal Workers

In the performance of the Contract, the Contractor shall not employ any person who may not lawfully undertake employment in Hong Kong. Any employment by the Contractor in breach of this Clause shall entitle the Government to terminate the Contract pursuant to Clause 21 hereof.

**11. No Assignment and Sub-contracting**

- (a) This Contract is personal to the Contractor. The Contractor shall not sub-contract, assign or otherwise transfer or dispose of the Contract or any part thereof any rights and obligations hereunder without the prior written consent of the Government. When giving any consent hereunder, the Government Representative shall be entitled to impose such conditions, restrictions or stipulation as he consider necessary.
- (b) The sub-contracting of any part of the Services shall not relieve the Contractor from any liability or obligation under the Contract. The Contractor shall be responsible for the acts, defaults and neglects of any sub-contractor or agent, employees or workmen of any sub-contractor or agent as fully as if there were the acts, defaults and neglects of the Contractor.

**12. Inspection and Rejection**

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the performance of the Contractor and the vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any member of the Contractor's Employees or sub-contractor (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed before payment shall be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.
- (c) At any time during the Contract Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract. If in any particular case the Services provided by the Contractor has failed to meet the performance standards required under the Contract or any terms and conditions of the Contract, the Government Representative shall be entitled to instruct/advise the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully with the performance standards required under the Contract and terms and conditions of the Contract.
- (d) Within forty-eight (48) hours of being notified verbally or in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services. If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 12(c) or fails to provide required number of staff in accordance with the Service Requirements in Contract Schedule 1, the Government Representative may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by other contractors. All costs and expense whatsoever which may be incurred by the Government Representative thereof shall be recoverable in full from the Contractor by deducting such sums from any money due or becoming due to the Contractor under this or other contracts

with the Government.

### 13. Payment to Contractor

- (a) Subject always to the terms and conditions hereof, and the Contractor having performed the Services in accordance with the terms and conditions of the Contract to the satisfaction of the Government and the Contractor having provided to the Government Representative a monthly statement, in a form as that provided in **Annex A to the Conditions of Contract**, certified by a certified public accountant (practicing) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50), the Government shall pay to the Contractor the Monthly Fee in accordance with the following formula: -

Monthly Fee payable to Contractor

$$\begin{array}{r}
 \text{(Total Contract Value as calculated in Schedule I of Section 3 of Appendix C of Terms of Tender)} \\
 = \\
 \text{+} \\
 \text{(total charges for additional Services/additional Security Staff provided by the Contractor, under Clause 2(g) of the Conditions of Contract, calculated on the basis of the applicable rates of charges as set out in Contract Schedule 3)} \\
 \text{-} \\
 \text{(Total deductions calculated under Clause 14 of the Conditions of Contract)} \\
 \text{-} \\
 \text{(such other sums the Government is entitled to deduct pursuant to other provisions of the Contract)}
 \end{array}$$

All costs and expenses in connection with the appointment and employment of the auditors/accountants shall be borne solely by the Contractor.

- (b) The Monthly Fee set out in sub-clause (a) above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the equipment, materials, uniforms and tool required to be deployed/provided under the contract; the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings; the fees for obtaining any licence, authorization or permit from any Government or other authority; the fees payable to any sub-contractors or agents in connection with the performance of the Services.
- (c) Payment shall be made in Hong Kong dollars. The Contractor shall at the beginning of each month deliver to the Government Representative an invoice in respect of the Services rendered to the Government in the preceding month. Subject to the Government Representative being satisfied that the calculations of the Monthly Fee is correct, the Government shall pay the Contractor the Monthly Fee within 30 days after having received from the Contractor the invoice and the statement in accordance with the provisions of sub-clause (a). The Monthly Fee will be paid by the Government into the Contractor's bank account direct.
- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee shall be addressed to the Government Representative at the address specified in Clause 29. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed.

- (e) The billing periods for the Monthly Fee shall begin on the first day to the last day of the month during the Contract Period. In the case where the first or the last month of the Contract Period does not begin on the first day or end on the last day of the month, the Monthly Fee shall be adjusted on a pro rata basis.

#### **14. Deduction in Monthly Fee**

- (a) The Contractor shall ensure the Security Guards employed for the work are not less than the number stipulated in Clause 3 of the Service Requirements in Contract Schedule 1. Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, the Government is entitled to make deductions from the Monthly Rate an amount (to be rounded to the nearest dollars) calculated in the formula below if any of the Contractor's Employees have resigned, have been dismissed or absent from duty without immediate replacements for the period of absence. The sum (to be rounded to the nearest dollars) for each Contractor Employee absent shall be calculated in the following sub-Clauses.

$$\text{i.e. } \begin{array}{l} \textit{Hourly Rate as quoted} \\ \textit{in Contract Schedule 3} \end{array} \quad X \quad \begin{array}{l} \textit{Duration of absence} \\ \textit{(in hours)} \end{array}$$

- (b) The Government reserves the right to make the following deductions from payment due under this contract on the occurrence of any of the following events: –
- (i) the number of staff is found to be less than that specified in Clause 3 of the Service Requirements in Contract Schedule 1;
  - (ii) the staff is found to be absent from duty without reasonable excuse or is found to be sleeping whilst on duty or in any other way present but not performing his or her duties;
  - (iii) the staff fails to obey instructions, supply required equipment, dress in proper attire, and any other minor infringement of his or her specified duties; and
  - (iv) a staff's absence from duty exceeding 15 minutes will be counted as one hour. Deduction shall be calculated in terms of one hour unit. The deduction sum (to be rounded to the nearest dollars) shall be calculated in terms of one hour unit.

***In case of dispute, the decision of the Director of Agriculture, Fisheries and Conservation Department shall be final and binding.***

#### **15. Amenities and Equipment**

- (a) The Monthly Rate for the provision of the Services shall be inclusive of all costs associated with the operation of such Services except for the amenities and equipment listed in sub-Clause (b) below.

- (b) The amenities and Services as detailed below are provided to the Contractor free of costs at the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong within the duration of the Contract: –
- i. the Guard Houses at the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong are seen to serve as the security office;
  - ii. a CCTV system at the guard house of the Barrier Gate near Tai Tong; and
  - iii. electricity supply to the guard house of the Barrier Gate near Tai Tong.
- (c) The Contractor is required to maintain the Guard Houses at the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong used as the security office in a tidy and sanitary condition. All the necessary cleansing tools and materials should be provided by the Contractor at its own cost.

#### **16. Suspension of Services**

The security guard services at the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong shall be suspended as instructed by the Government Representatives if Tropical Cyclone Warning Signal No. 8 or above, or Black Rainstorm Warning Signal is hoisted by Hong Kong Observatory during the service hour. Deduction of fee in accordance with Clause 14 is not applicable to the suspension of Services under the mentioned inclement weather conditions. However, the Contractor shall resume the Services and be responsible for the Services forthwith after the above inclement weather warning signals are lowered by Hong Kong Observatory.

#### **17. Liability and Indemnity**

- (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of: -
- (i) any loss of or damages to any of the Contractor's property or that of the Contractor's Employees, sub-contractors or agents however caused (whether by any negligence of the Government or any of its employees or agents or otherwise); and
  - (ii) any injury to or death of any of the Contractor's Employees or those of its sub-contractors or agents save and except any such injury or death caused by the negligence of the Government or any of its employees or agents.
- (b) The Contractor shall indemnify the Government against any loss of or damage to any Government Property or of any of its employees or agents or from and against any claims, actions, proceedings, and liabilities (including liability to pay compensation and damages), costs (including legal costs on a full indemnity basis) and expenses incurred or sustained by the Government arising from any injury to or death of any employee or agent of the Government arising out of the negligence of the Contractor or any of the Contractor's Employees, sub-contractors or agents.



- (c) The Contractor shall indemnify and keep indemnified the Government fully and effectively against any and all losses, claims, damages, costs, charges, expenses, liabilities, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the following: -
- (i) the negligence, recklessness, or willful misconduct of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
  - (ii) the breach or the non-performance or non-observance of any of the provisions, warranties and undertakings, obligations or conditions of the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
  - (iii) any unauthorized act of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents; or
  - (iv) the non-compliance of any applicable laws and any requirement or regulation of any competent authority or agency in connection with the performance of the obligations under the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.
- (d) For the purposes of this Clause, "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (e) The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.

## **18. Public Liability Insurance**

- (a) The Contractor shall at its own costs take out and maintain and renew upon expiry, a public liability insurance policy for this Contract throughout the Contract Period with an indemnity amount of not less than Ten Million Hong Kong Dollars (HK\$10,000,000) per incident and for an unlimited number of claims arising during the Contract Period from injury to or death of any persons and for loss of or damage to any properties whatsoever where such injury, death, loss or damage (as the case may be) is caused by or arises out of any act, negligence or default of the Contractor, the Contractor's Employees or any of its sub-contractors or agents.
- (b) The public liability insurance policy shall: -
- (i) be for the benefit and in the joint names of the Contractor and the Government; and
  - (ii) contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.
- (c) The insurance policy shall be issued by one or more insurance companies authorized to carry on the relevant insurance business under the Insurance Companies Ordinance (Cap. 41).
- (d) Upon issuance of the public liability insurance policy, the Contractor shall forthwith furnish a copy each of the same to the Government Representative for keeping.
- (e) Upon expiry of the public liability insurance policy during the Contract Period, the Contractor

shall renew the same on and subject to the original terms and conditions or otherwise such revised terms and conditions as the Government Representative may stipulate. Upon issuance of the renewed public liability insurance policy, the Contractor shall forthwith furnish a copy of the same to the Government Representative for keeping.

- (f) Under no circumstances whatsoever shall the Government be responsible for the premium payable under the public liability insurance policy or the premium payable for the renewal thereof.
- (g) The Contractor shall conform to the terms and conditions of the public liability insurance policy and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Contractor shall not do or permit or suffer to be done any act or omission whereby the public liability insurance policy shall be rendered void or voidable, or which would otherwise amount to a breach of the public liability insurance policy. The Contractor shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Contractor to observe and comply with this Clause.

## **19. Set Off**

Where the Contractor has incurred any liability to the Government, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Government may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Government to the Contractor under this Contract or any other contracts.

## **20. Contract Deposit**

- (a) The Contractor shall have before the commencement of the Services deposited with the Government a Contract Deposit in cash, cheque or cashier's order or in the form of a banker's guarantee issued by a bank that holds a valid banking licence under the Banking Ordinance (Cap. 155) and on terms approved by the Government the Contract Deposit by way of security for the due and proper performance of and observance by the Contractor of the terms and provisions of the Contract.
- (b) The Contract Deposit if in the form of cash, cheque or cashier's order, shall be retained by the Government, or if in the form of a banker's guarantee, shall come into effect on the date of the commencement of the Contract Period and remain in force until the date specified in (i) or (ii) below, whichever is applicable and the later:
  - (i) the date falling six (6) months after the expiry of the Contract Period or sooner termination of the Contract; or
  - (ii) upon early termination or expiry of the Contract Period, there remains any outstanding obligations and liabilities of the Contractor under the Contract which have not been duly and fully carried out, completed and discharged in accordance with the Contract, or there is any outstanding claim or right of the Government, the date on which all such obligations, liabilities, rights and claims have actually been carried out, completed and discharged (as confirmed by the Government

Representative in writing), or failing such confirmation the date shall not in any event be later than twenty-four (24) months after the expiry or early termination of the Contract Period, whichever is the later. The aforesaid period (depending whichever is applicable) is hereinafter referred to as "Guarantee Period".

- (c) If the Contract shall be in breach of any provisions of the Contract, the Government may, without prejudice to any other rights the Government has or may have against the Contractor, deduct from the Contract Deposit (and in the event that the Contract Deposit is paid by way of banker's guarantee, to call on the banker's guarantee the amount) of any and all costs, losses, damages or expenses, incurred or suffered by the Government as a result of (whether direct or indirect) a breach of the Contract by the Contractor, and any sums that are due to the Government under the Contract whether or not demand has been made.
- (d) The Contract Deposit (whether paid in cash, cheque or cashier's order or in the form of the banker's guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities owed by the Contractor to the Government.
- (e) If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee any time prior to expiry or termination of the Contract, the Contractor shall, within fourteen (14) days of such deduction, deposit a further sum or provide a further banker's guarantee in a sum equal to the amount so deducted or so called, which further sum shall be added to the residue of and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause, the further deposit must comply with the requirements in Clause 12(c) of the Terms of Tender and shall come into effect on the date of its execution.
- (f) If the Contractor fails to replenish the Contract Deposit in accordance with sub-clause (e) above, without prejudice to any other rights and remedies which the Government has or may have against the Contract, the Government may terminate the Contract forthwith by notice in writing to the Contractor.
- (g) Only upon the expiry of the Guarantee Period, the Contract Deposit (if in the form of cash and if any is remaining) will be refunded to the Contractor without interest; or in the form of banker's guarantee shall be discharged or released.

## **21. Termination of Contract**

- (a) The Government may forthwith terminate the Contract without prejudice to any other rights which the Government has or may have if: -
  - (i) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within fourteen (14) days or such other period as provided in this Contract or as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the

- Government's intention to terminate the Contract) so to do, to remedy the breach; or
- (ii) the Contractor shall pass a resolution or the court shall make an order for its liquidation or a petition is filed for the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation that is previously approved by the Government in writing or the Contractor becomes insolvent or makes any composition or arrangement with creditors; or
  - (iii) a receiver has been appointed over any of the Contractor's assets or a distress or execution shall be levied or enforced upon or taken out against any of the Contractor's chattels, properties or assets and shall not be discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
  - (iv) the Contractor stops payment to creditors generally or is unable to pay its debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction); or
  - (v) the Contractor assigns or purports to assign any or all the burden or benefits of this Contract without the prior written consent of the Government; or
  - (vi) the Contractor is in material breach of and/or has committed repeatedly breaches of any of its obligations under the Contract; or
  - (vii) any warranties, undertakings, representations or information made or given by the Contractor to the Government in connection with the Tender or the Contract is incomplete, false or misleading; or
  - (viii) the Contractor is found to have made false declaration or untruthful revelation in, including but not limited to, its record of conviction of offences under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Criminal Procedure Ordinance (Cap. 221) or the Mandatory Provident Fund Schemes Ordinance (Cap. 485) as stated in the tender submission by the Contractor during the tendering process; or
  - (ix) the Contractor is found to have employed any person who is forbidden under the laws of Hong Kong or not permissible for whatever reasons to undertake any employment in Hong Kong, whether for this Contract or any other contracts, or to have aided and abetted another person to breach his condition of stay; or
  - (x) the Contractor obtains three Demerit Points under this Contract; or
  - (xi) the Contractor is convicted of any offence under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Occupational Safety and Health Ordinance (Cap. 509), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) and the Occupational Retirement Schemes Ordinance (Cap. 426) in relation to this Contract; or
  - (xii) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government; or
  - (xiii) the Contractor fails to make up the deduction in accordance with Clause 20(d) of the

Conditions of Contract; or

- (xiv) the Contractor ceases to hold a valid Security Company Licence or the Security Company Licence is being suspended, revoked, expired, terminated or rendered invalid for whatever reason.
- (b) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.
- (c) Notwithstanding anything herein to the contract, the government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one month's prior written notice of such termination. The Government shall not be responsible for any loss or damage to the Contractor arising from such termination of Contract.

## **22. Consequences of Termination**

- (a) In the event of early termination of the Contract for whatever reason, including pursuant to Clause 21(a), the Government shall, subject to any right of set-off or counterclaim, only be required to pay the Contractor for Services rendered up to the effective date of termination in accordance with Clause 12 hereof.
- (b) If the Contract is terminated by the Government (other than pursuant to Clause 21(c)) and the Government makes other arrangements for the provision of any Services, the Government may recover from the Contractor: (a) any amount in excess of the Estimated Total Contract Value (which would have been payable to the Contractor had the Contract not been terminated) incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (b) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 21(a). If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments will be made by the Government to the Contractor for the Services provided by the Contractor prior to termination.
- (c) On the expiry or termination of the Contract for any reason, the Contractor must:
  - (i) immediately return to the Government all documents containing confidential information, personal data and such other information, property and materials in the possession or under the control of the Contractor or any of its sub-contractors and agents, which was obtained or produced in the course of providing the Services;
  - (ii) assist and co-operate with the Government to ensure an orderly transition of the provision of the Services to such person specified by the Government Representative and/or the completion of any work-in-progress;
  - (iii) within 28 days of the date of termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of termination; and
  - (iv) promptly provide all information concerning the provision of the Services which may

Conditions of Contract

reasonably be requested by the Government for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Government or a replacement contractor to conduct due diligence.

- (d) Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) will be payable by the Government to the Contractor as a result of any suspension or early termination of the Contract by the Government.
- (e) In the event of termination of contract for whatever reason, the Government shall not be required to make any further payment to the Contractor in accordance with the Clause 13 of the Conditions of Contract.

### **23. Government Property**

When Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged as a result of the Contractor's action or inaction while in the possession or control of the Contractor or its employees or agents, the Contractor shall pay to the Government a sum which equals to the total replacement cost of such property plus relevant reasonable cost that may be incurred by the Government arising therefrom. A count of the articles or materials in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

### **24. Government Premises / Contractor's Premises**

- (a) The Government may at its sole discretion provide free of charge office and/or storage space within the Country Parks areas for use by the Contractor's Employees, or for the storage of the tools, equipment and materials employed in the Services provided that: -
  - (i) such use shall cease at the end or sooner termination of the Contract, or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor;
  - (ii) the Contractor shall keep the said office or storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate;
  - (iii) no fixtures, fittings or alteration shall be erected at or made to such office or storage space except with the Government Representative's prior consent in writing; and
  - (iv) the Contractor shall, upon termination of the Contract or on demand, remove at its own costs as soon as practicable, all fixtures or fittings erected at such office or storage space and restore the same to its original state. If the Contractor shall fail to do so within a reasonable time, the Government shall be entitled to remove and dispose of any properties, chattels, fixtures or fitting left uncollected in the Country Parks area in any manner deemed appropriate by the Government Representative (including sale and abandonment) and that no compensation will be made to the Contractor. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of

the breach of this Clause shall be recoverable as a debt due from the Contractor.

- (b) The safety of any tools, equipment and vehicles used by the Contractor and brought alongside or onto Government premises shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises caused by such tools, equipment and vehicle.
- (c) The Contractor shall not use any space provided to it by the Government for conducting any fee-charging activities.
- (d) Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the Contractor.
- (e) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative at all reasonable time.

## **25. Non-Exclusivity**

Nothing in the Contract will preclude the Government from procuring all or any of the Services from any other person.

## **26. Government's Confidential Information**

The Contractor shall treat as confidential all information supplied by the Government under this contract which is designated as confidential by the Government or which is by its nature clearly confidential provided that this Clause shall extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to this contract or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause). The Contractor shall not divulge or use any confidential information except for the purpose of the Contract. The Contractor shall ensure that its employees are aware of and comply with the provisions of this Clause. The Clause shall survive termination of this Contract.

## **27. Corrupt Gifts**

- (a) The Contractor shall prohibit its employees, agents, and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with this Contract.
- (b) If the Contractor or any of the Contractor's Employees, its agents or sub-contractors breach sub-clause (a) above or commit an offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation therefor. Suspected bribery cases would be reported to the Independent Commission Against Corruption (ICAC) for investigation.
- (c) The Contractor shall be liable for all expenses incurred by the Government as a result of the

termination of the Contract under this Clause.

## 28. Publicity

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

## 29. Service of Notice

- (a) Unless otherwise provided in this Contract, every notice, request, demand, direction or other communication under this Contract shall be made in writing, by post, by fax or by hand.
- (b) Every notice, request, demand, direction or other communication given or made under this Contract shall be sent to the relevant party at its address or facsimile number stated below, or to such other address or fax number which a party may have notified the other party by no less than three (3) days' prior written notice:

	<u>Address</u>	<u>Fax. No.</u>
(i) the Government:	Country Parks Ranger Services Officer/North West Country Parks Ranger Services Division Country and Marine Parks Branch, Agriculture, Fisheries and Conservation Department, 6/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong	2317 0482
(ii) the Contractor:	As stated in Appendix A of Terms of Tender	As stated in Appendix A of Terms of Tender

- (c) Such notice, request, demand, direction or other communications addressed to the relevant party as provided in sub-Clause (b) shall be deemed to have been duly given
- (i) if sent by personal delivery, upon delivery to the relevant address; or
  - (ii) if sent by post, five (5) business days (for local post) and ten (10) business days (for overseas post) after the date of posting; or
  - (iii) if sent by facsimile, when dispatched with confirmed transmission receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by facsimile machine used for such transmission; or



- (iv) if sent by e-mail, on the date of transmission

**30. Site Record, Return and Management Report**

- (a) The Contractor shall maintain an occurrence book for record of events happened in each work shift containing details including incidents, accidents, unauthorised vehicular entry, emergencies, damages, maintenance, disturbances and the like. Such record books shall be readily made available for the inspection of the Government Representative upon demand.
- (b) The Contractor shall maintain a day-to-day attendance record of the Contractor's Employees on site. Such records shall be readily made available for the inspection of the Government Representative upon demand.
- (c) The Contractor shall submit the Standard Employment Contract of each employee on site.
- (d) The Contractor shall submit the monthly wage slip/receipt of each employee.
- (e) The Contractor shall provide any other information and documentation in as may be requested by the Government Representative relating to the provision of the Services.
- (f) Notwithstanding the foregoing, the Contractor shall, as and when called upon to do so by the Government Representative, make available to the Government Representative, or such other person as the Government Representative may direct, such other information which may be within the Contractor's knowledge to enable the Government Representative to verify the data contained in the aforesaid records.
- (g) The Contractor shall keep and maintain the Government's site records properly.
- (h) The Government Representative may prescribe the form of the Contractor's reports, records and schedules required under Clause 30(a) – 30(f) and the Contractor shall adopt the prescribed form in preparing such reports, records and schedules.

**31. Monies or Valuables Found by the Contractor's Employees**

All monies or other items of value found by the Contractor or Contractor's Employees or its sub-contractors or agents (if any) at the Country Parks in the course of performance of 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 obtained therefor.

**32. Entire Agreement**

The Contract supersedes all prior agreements, arrangement and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof. Unless the terms of the Contract provide to the contrary, no addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties hereto for and on its behalf.

**33. Relationship of the Parties**

The Contractor enters into the Contract with the Government as an independent contractor only and shall not represent itself and shall ensure the Contractor's Employees and all its other employees, sub-contractor (if any) and agents shall not represent themselves, as employee, servant, agent or partner of the Government.

**34. Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the courts of the Hong Kong Special Administrative Region.

**35. Compliance with Laws and Regulations**

- (a) The Contractor shall use all vehicles, equipment, materials and tools in the performance of the Services in such manner as to comply with the provisions of the Contract, the manufacturer's instructions or guidelines, Road Traffic Ordinance (Cap. 374) and its subsidiary legislation, Air Pollution Control (Emission Reduction Devices for Vehicles) Regulation (Cap. 311U), Air Pollution Control (Volatile Organic Compounds) Regulation (Cap.311W), Noise Control (Motor Vehicles) Regulation (Cap 400 I), Public Cleansing and Prevention of Nuisances Regulation (Cap. 132BK), Code of Practice for the Lighting, Signing and Guarding of Road Works published by the Highways Department, and other code of practice issued by relevant authorities and legislation of the Laws of Hong Kong which may be applicable to the Contract.
- (b) The Contractor shall conform in all aspects with the provisions of any enactment and regulations or by-laws of any local or other duly constituted authority which may be applicable to this Contract and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Government indemnified against all penalties and liability of every kind for breach of any such enactment, regulations, by-laws or rules.
- (c) Licensing Requirements:
  - (i) This Contract does not confer exemption from licensing requirement pertaining to the Services, if any. The Contractor should undertake to approach the relevant authorities for obtaining all licences, permits and certificates, if any, required by law for the execution and operation of the Services.
  - (ii) The Contractor should forthwith obtain and on or before the due date for renewal renew all licences, permits and certificates, if any, required by law for the execution of the Services, and shall not provide any service for which the licence, permit or certificate is so required without first obtaining such licence, permit or certificate.

**36. Waiver and Severability**

No failure by either party to exercise and no delay by either party in exercising any right, power or remedy available to it under the Contract or in law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or

further exercise thereof or the exercise of any other right or remedy; and the rights and remedies of each party herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity. Without limiting the foregoing, no waiver by either party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time, any provision of the Contract is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the remaining provisions of the Contract shall not be affected or impaired thereby.

**37. Disputes**

If disputes arises between any officer of AFCD and the Contractor in reference to the performance of the Contract, or any part thereof which cannot otherwise be resolved, such dispute shall be referred to the Director of Agriculture, Fisheries and Conservation whose decision shall be final and binding.

**38. Complaints/Enquiries Handling**

The Contractor shall ensure all their employees/staff strictly follow the “Guidelines in handling public Complaints and Enquiries” issued by AFCD and record all complaints received to facilitate monitoring by AFCD representative. The Contractor shall circulate the “Guidelines in handling public Complaints and Enquiries” quarterly and submit the documentary proof for AFCD Representative.

**39. Information/Data Handling**

The Contractor shall ensure that all their employees/staff will not disclose any information/data collected during the service period, including verbal and written records in any format, to any unauthorised third party. The information/data collected shall be handled with diligent care.

**40. Contracts (Rights of Third Parties) Ordinance**

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

**41. Matters in which the Decision of the Government Representative is Final**

In the case of any question arising as to any of the following matters:

- (a) as to the true intent and meaning of the Tender Form (G.F. 231), the Terms of Tender in Part 1, the Conditions of Contract in Part 2 and the Contract Schedules;
- (b) as to the quality of materials and workmanship;
- (c) as to the method or means (including any question as to what equipment should be provided and used by the Contractor) by which the Services or any part thereof should be provided;
- (d) as to the assessment/judgement on the quality of the Services;

the Government Representative shall state his decision thereon in writing and the Government Representative's said decision shall be final and binding upon the parties, provided that the Government Representative shall have power to cancel any such decision and to substitute it with any other decision thereof.





**PART 3**  
**CONTRACT SCHEDULES**

<b>Contract Schedule 1</b>	<b>Service Requirements</b>	<b>70</b>
<b>Contract Schedule 2</b>	<b>Locations of Barrier Gates near Route Twisk, Sham Tseng and Tai Tong in Tai Lam Country Park</b>	<b>76</b>
<b>Contract Schedule 3</b>	<b>Price Schedule</b>	<b>80</b>
<b>Contract Schedule 4</b>	<b>Staffing Schedule and Monthly Wage for Security Guard</b>	<b>81</b>
<b>Contract Schedule 5</b>	<b>Code of Conduct for the Contractor's Employees</b>	<b>82</b>

## **Contract Schedule 1**

### **Service Requirements**

#### **1. The Services**

The Barrier Gates near Route Twisk, Sham Tseng and Tai Tong in Tai Lam Country Park are set up by the Government to control and manage the vehicles entering into Tai Lam Country Park. It is a statutory requirement that only vehicle(s) with a Restricted Road Permit(s) can access the Country Parks. The Contractor shall provide security guard services for (i) manning the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong, and (ii) assisting the Government to issue Temporary Permit(s) to eligible applicant(s) for getting access to roads beyond the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong if necessary.

#### **2. Period of Contract**

Subject to other provisions of the Contract, this Contract shall cover a period as specified below:

(a) Barrier Gate near Tai Tong: Twenty-four (24) months. The Contractor shall provide the Services specified in the Contract to the Government for the period commencing at **08:00 a.m. on 1 April 2018** and expiring at **08:00 a.m. on 1 April 2020** both days inclusive, or the dates as stipulated in the Letter of Conditional Acceptance referred to Clause 10(c) of Terms of Tender, which whichever is later.

(b) Barrier Gates near Route Twisk and Sham Tseng: Twenty-four (24) months. The Contractor shall provide the Services specified in the Contract to the Government for the period commencing at **08:15 a.m. on 1 April 2018** and expiring at **05:15 p.m. on 31 March 2020** both days inclusive, or the dates as stipulated in the Letter of Conditional Acceptance referred to Clause 10(c) of Terms of Tender, which whichever is later.

#### **3. Requirement for Guard Personnel**

(a) The Contractor shall during the continuance of the Contract Period: –

- (i) supply Security Guard as stipulated in sub-Clause (b) below at Barrier Gate near Tai Tong on each day and for twenty-four (24) hours a day on shift basis;
- (ii) supply Security Guard as stipulated in sub-Clause (b) below at Barrier Gates near Route Twisk and Sham Tseng on each day and for nine (9) hours a day;



Tender Ref: AFCD/CPR/01/17

and

(iii) provide all other services required under the Contract.

(b) The number of Security Guard provided by the Contractor shall consist of: –

**(i) Barrier Gate near Tai Tong**

Working Days	Monday to Sunday (including General Holiday)		
Service Hours	1 <sup>st</sup> Shift 08:00 – 16:00	2 <sup>nd</sup> Shift 16:00 – 00:00	3 <sup>rd</sup> Shift 00:00 – 08:00 (the following day)
No. of Security Guard	1	1	1

**(ii) Barrier Gates near Route Twisk and Sham Tseng**

Working Days	Monday to Sunday (including General Holiday)
Service Hours	08:15 – 17:15
No. of Security Guard	2 (one for Route Twisk, and one for Sham Tseng)

(c) All the Security Guard shall meet the requirements as stipulated in Clause 6 of Service Requirements and other parts of the Contract to discharge all the duties and Services as specified in Clause 5 of Service Requirements and other parts of the Contract.

(d) The Contractor shall fully co-operate with the Government Representative and comply with his instruction and directives on all matters relating to the Contract. The Contractor shall perform the Services in a manner fully and strictly in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative.

(e) The Government Representative shall have the discretion to increase the working hours in the light of operational needs provided that the service charges incurred for the additional working time shall be paid in a special hourly rate basis as stated in the Appendix C (Price Proposal). A two (2) day prior written notice will be given by the Government Representative to the Contractor for the provision of the additional Services.

**4. Work Arrangement in times of Severe Weather Conditions**

The security guard services at the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong shall be suspended as instructed by the Government Representatives if Tropical Cyclone Warning Signal No. 8 or above, or Black Rainstorm Warning Signal is hoisted

Tender Ref: AFCD/CPR/01/17

by Hong Kong Observatory during the service hour. The Contractor shall resume the Services and be responsible for the Services forthwith after the above inclement weather warning signals are lowered by Hong Kong Observatory.

## **5. Duties and Responsibilities**

The duties and responsibilities of Contractor's Employees shall include the following: –

(a) Security Guard: –

(i) Controlling and checking of all vehicles passing through the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong and admitting only vehicles authorised to pass through the Barrier Gates by designated authorities.

(ii) Keeping a register of vehicles entering the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong, and submitting to the Government Representative for inspection upon request. The register shall include vehicle registration number, permit number, type of vehicles, and time of entering the Barrier Gates, etc. All data and information encountered in the processing of temporary permit application/recorded in the log book and it must not be disclosed by any means to unauthorised third party.

(iii) To answer enquiries related to vehicle permit issues according to any guidelines issued or updated from time to time during the service period by the Government Representative.

(iv) To deal with registering, recording, checking, filing and verifying the permit(s) according to any guidelines issued and updated from time to time during the service period by the Government Representative.

(v) To perform any other related duties and assignments as may be determined by the Government Representative.

(vi) To report any unauthorised vehicular entry and irregularities on permits immediately to the Government Representative.

(b) Contract Manager: –

(i) To conduct regular inspections and surprise inspections to monitor the performance of all Guard under this Contract and to ensure that the Services provided fully complies with all the requirements of this Contract up to the satisfaction of the Government Representative. In conducting the inspections, the Contract Manager shall check the attendance records of all Guard and endorse on the attendance book. The frequency of surprise inspection shall not be less than once every seven (7) service days.

(ii) The Contract Manager shall be reached by phone at all times to receive on

Tender Ref: AFCD/CPR/01/17

behalf of the Contractor directions and instructions from the Government Representative with respect to the Services required to be provided by the Contractor under this Contract.

(iii) The Contract Manager is required to meet the Government Representative regularly during office hour for discussion on the performance and arrangement for improving the service quality of the Security Guard and rectifying any irregularities detected. Upon the request of the Government Representative, the Contract Manager shall attend a monthly meeting or any ad-hoc meeting to discuss any issues related to this Contract.

## **6. Employment of Contractor Employees and Manner of Superintendence**

(a) Each of the Security Guard employed by the Contractor for the provision of the Services shall be a holder of a valid Security Personnel Permit (B) issued under the Security and Guarding Services Ordinance (Cap. 460) which specifies at the back that the Contractor is the employer of the relevant Security Guard.

(b) Each of the Security Guards shall possess the following qualities and minimum qualifications: –

- (i) in good health and of good physique for outdoor duties;
- (ii) possess good customer service skill;
- (iii) able to deal politely but firmly with any person using the Barrier Gates including but not limited to visitors/villagers/drivers/permit applicants;
- (iv) have completed Primary education level or above, or equivalent;
- (v) be able to speak reasonable fluent Cantonese and simple English to the level at which they are capable of communicating with the Government Representative on matters concerning their duties in either of the languages;
- (vi) have working experience as a security guard of similar service is preferable;
- (vii) preferably have working experience in military, disciplined or law enforcement agencies; and
- (viii) have basic knowledge of first-aid technique is preferable.

(c) Each of the Contract Managers shall possess the following qualities and minimum qualifications: –

- (i) possess at least three (3) years of experience at the rank of contract manager or equivalent in security guard company, disciplinary or military services;
- (ii) possess a qualification of at least post-secondary school;
- (iii) be able to write and speak fluent Cantonese and English, ability to speak

Tender Ref: AFCD/CPR/01/17

Putonghua shall be advantageous;

(d) The Contractor shall provide such number of Security Guard for each of the work shifts as specified in Clause 3 of this Service Requirements for the performance of the Contract. In the event of resignation, dismissal, refused admission or absence of any Security Guard (however temporary, whether due to vacation leave, sick leave or otherwise), an immediate replacement who meets the requirements specified in sub-Clause 6(a) and (b) shall be provided.

(e) Within fourteen (14) days after the date of fax or letter of conditional acceptance issued by the Government, the successful Tenderer shall: –

(i) nominate for the Government Representative's approval an individual to perform the duties of the Contract Manager and Security Guard under the Contract (which approval may be withdrawn anytime). The successful Tenderer shall provide the name, qualifications and experience of the nominated individual as specified in this Clause together with full details of his address and means of direct contact; and

(ii) provide the Government Representative the personal details of each Security Guard, including the type of permits issued to him under the Security and Guarding Services Ordinance (Cap. 460), his name, sex, age, date of birth, identity card number, training records, a recent photograph and documentary evidence showing his previous working experience as specified in sub-Clause (b) above.

(f) The Contractor shall circulate among the Security Guard the code of conduct for compliance and all the guidelines issued by the Government Representative to the Contractor once per month and submit the documentary proof to the Government Representative.

(g) Notwithstanding any other provisions of the Contract, the Contractor shall not deploy any person other than the person approved by the Government Representative prior to the commencement of the Contract Period to discharge any duties as set out in this Contract.

(h) The Contractor shall provide, upon request, by the Government Representative, documentary evidence, to the satisfaction of the Government Representative, to substantiate that sub-Clauses (a) to (c) above have been fully complied with.

**7. Contractor's Equipment, Materials and Tools**

(a) The Contractor shall during the entire Contract Period provide at its own costs sufficient uniforms, facilities, tools and equipment for each Security Guard, including but not limited to torches, raincoats, lockers, stationery, cleansing tools and materials and reflective vest for the safe, proper and efficient performance of the Services.

(b) 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.

**8. Uniforms and Name Badges of Security Guard**

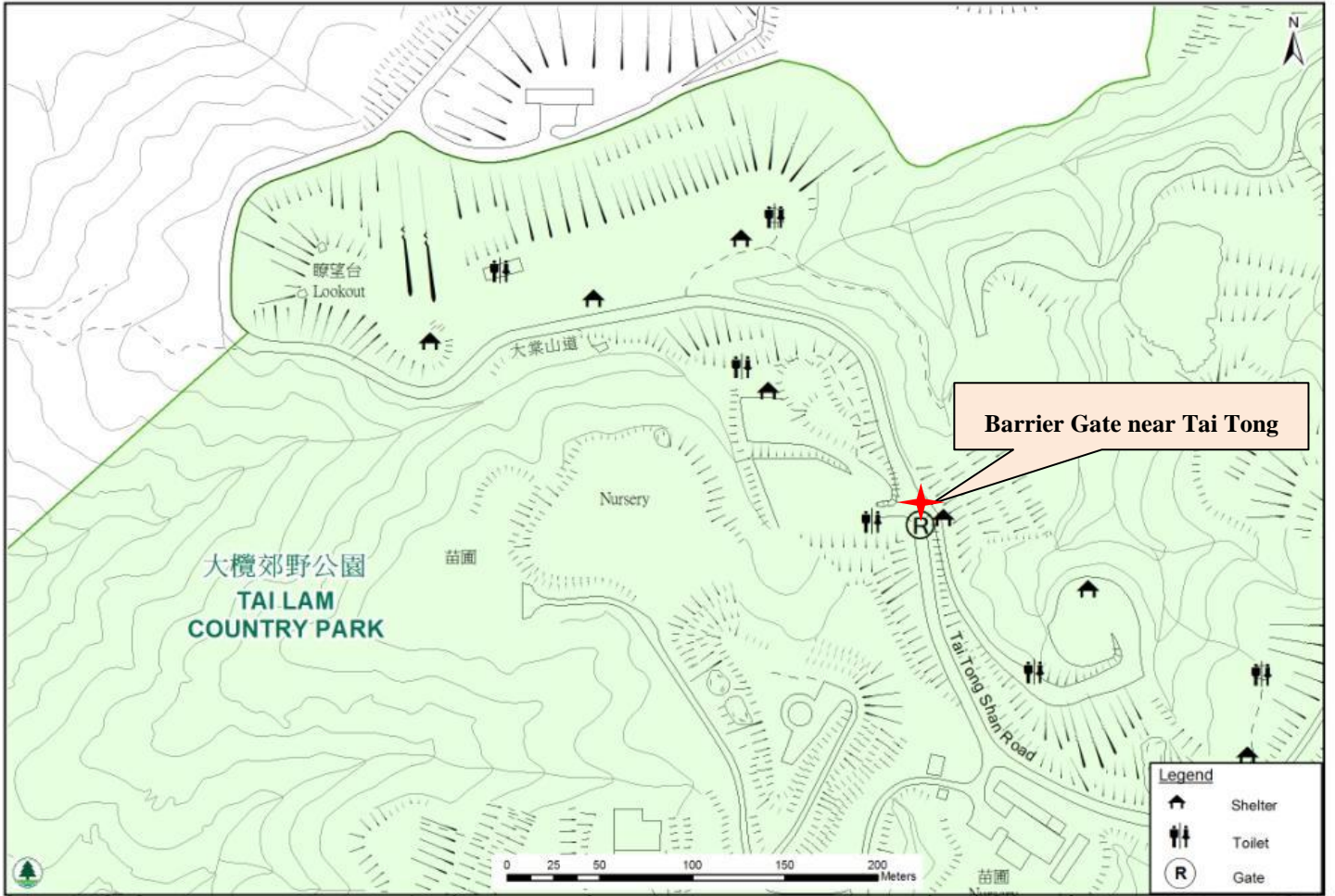
The Contractor shall ensure that all his Security Guard wear clean and tidy uniforms. Any such uniforms and equipment shall be provided, maintained and replaced as necessary by the Contractor at its own costs. The Contractor shall provide all its Security Guard with uniforms and badges with their photographs embedded thereon and showing their names and positions.

## **Contract Schedule 2**

### **Locations of Barrier Gates near Route Twisk, Sham Tseng and Tai Tong in Tai Lam Country Park**

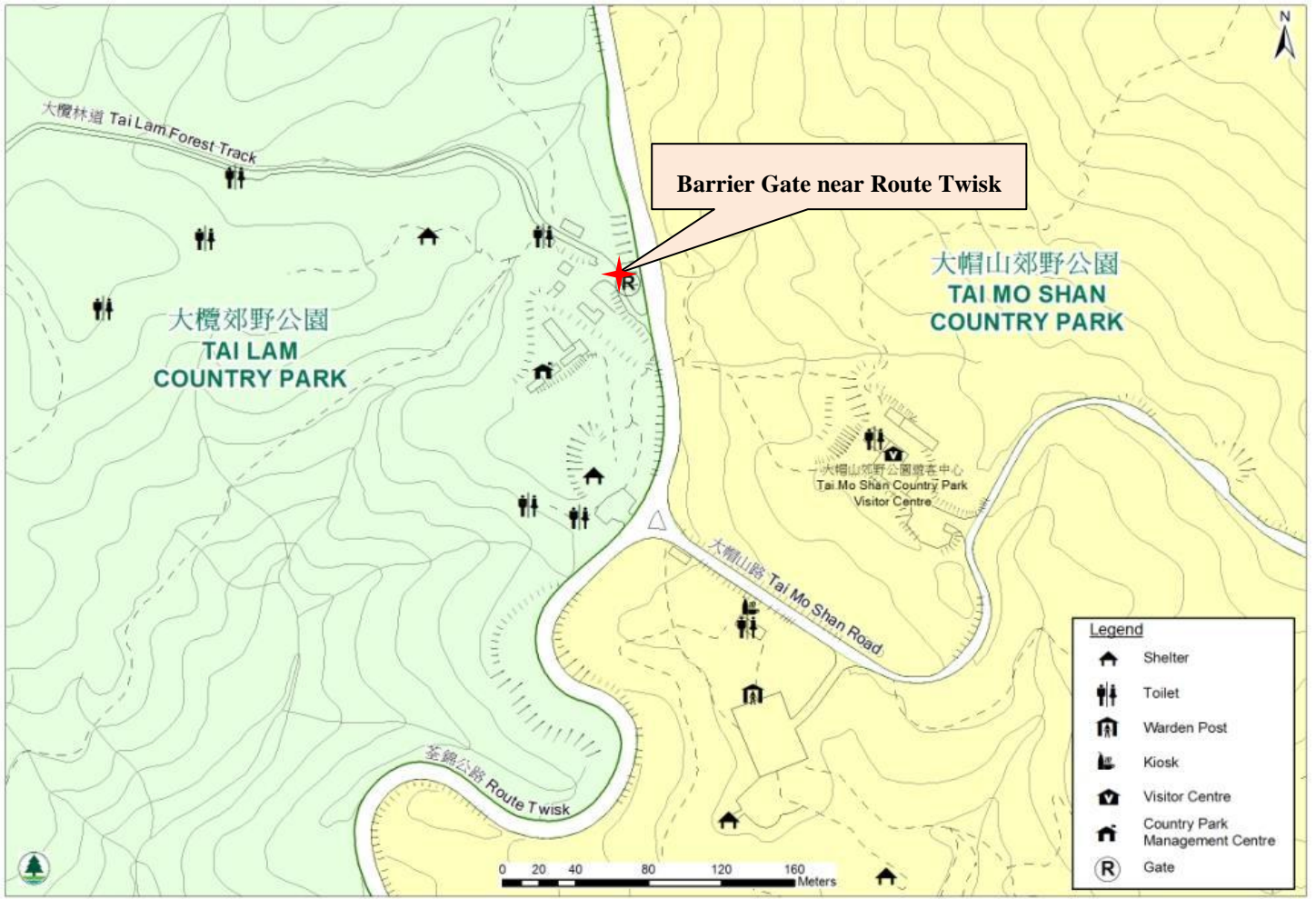
Note: All the figures and drawings contained in this Schedule are for reference and identification only. There is no guarantee that the figures and drawings are complete and accurate. No claim against the completeness and accuracy of the figures and drawings shall be made by the Contractor.

### Barrier Gate near Tai Tong



Plan No. M\_R\_2015\_025\_1

### Barrier Gate near Route Twisk



Plan No. M\_R\_2015\_025\_3



### Barrier Gate near Sham Tseng



M\_R\_2015\_025\_2

**Contract Schedule 3**  
**Price Schedule – Rates of Charge for the Provision of the Services**  
**(to contain the successful Tenderer’s price proposal subject to**  
**such modification as may be agreed with the Government)**

**Contract Schedule 4**

**Staffing Schedule and Monthly Wage for Security Guard**

**(to contain the successful Tenderer's proposal on the staffing and wages proposal for Security Guard subject to such modification as may be agreed with the Government)**

**(It is an essential contractual requirement of this Contract that each Security Guard be paid not less than the monthly wage of HK\$8,556 derived from the Statutory Minimum Wage (SMW) on the basis of thirty-one (31) days (twenty-seven (27) maximum number of normal working days plus four (4) paid rest days) per month and eight (8) hours of work per day.)**

**Contract Schedule 5**  
**Code of Conduct for the Contractor's Employees**

1. All the Contractor's Employees shall maintain a high standard of hygiene, courtesy and consideration in performing the Services.
2. The Contractor's Employees shall deal promptly and courteously with the Government Representative, visitors and the public as well as all others with whom they may have contact in performing the Services under the Contract.
3. The Contractor's Employees while on duty at the Barrier Gates near Route Twisk, Sham Tseng and Tai Tong shall not commit any of the following acts: -
  - (a) idling and chatting;
  - (b) preparing and eating meals without permission from the Government Representative;
  - (c) vandalising any Government Property or misusing any equipment/facility provided by the Government;
  - (d) gambling, stealing or committing any criminal offence;
  - (e) fighting or causing any disorder, disturbance or nuisance;
  - (f) using foul language or drinking liquor;
  - (g) behaving in a manner likely to endanger himself/herself or any other person or causing damage to Government Property;
  - (h) soliciting or accepting any money, gift or advantages from, or offering any money, gift or advantages to any Government employee, building user, visitor or member of the public;
  - (i) indulging in poor timekeeping for work or absent from duty without approval or good cause;
  - (j) indulging in smoking, sleeping or any audio/visual entertainment;
  - (k) reading newspaper/magazine or playing mobile devices;
  - (l) committing fraud or dishonest acts;
  - (m) failing to wear full and proper uniform which is
    - (i) a vest, apron or jacket bearing the name/logo of the Contractor which is agreed by the Government Representative;
    - (ii) a safety reflective vest when working at car park or along roadside; and
    - (iii) a protective clothing and equipment when working at site;
  - (n) hanging and/or drying of clothing and/or around Government premises; and
  - (o) committing any act that will bring the Government into disrepute or

embarrassment.

4. The Contractor's Employees shall not disclose any information/data collected during the service period, including verbal and written records in any format, by any means to any unauthorized third party.

**Provision of Security Guard Services at Barrier Gates near Route Twisk,  
Sham Tseng and Tai Tong in Tai Lam Country Park**

**PART 4**

**OFFER TO BE BOUND**

1. Having read the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments of this Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.

2. I/We do hereby agree to carry out the whole of the Services which may, during the Contract Period or any extension thereto be required, by or on behalf of the Government Representative to be carried out, at the prices quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments.

3. I am/We are duly authorized to bind the Tenderer hereafter mentioned by my/our signature(s).

4. The name of the Tenderer\* is .....

(\*The Tenderer must ensure that the name stated in this paragraph 4 is the **same** as the one indicated in the **Tenderer's Declaration at Appendix A to the Terms of Tender.**)

5. Name(s), Title(s) and address(es) of the authorized signatory/signatories:  
.....  
.....  
Signature(s):.....  
.....

Dated this ..... day of ..... 20 .....

- Notes (i) All the particulars required above must be provided.
- (ii) Strike out clearly alternatives which are not applicable.

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

**Agriculture, Fisheries and Conservation Department**

**INVITATION FOR TENDER FOR SERVICES**

**“Provision of Security Guard Services at Barrier Gates near Route Twisk, Sham Tseng and Tai Tong in Tai Lam Country Park”**

**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 (as defined in the Tender Document) to provide the Services (as defined in the Tender Document) on and subject to the terms and conditions set out in the Contract so far as such offer relates to the following item(s) in the schedule:

.....  
.....  
.....  
.....  
.....

Dated this ..... day of ..... 20 .....

Signed by the said

in the presence of :

.....  
\_\_\_\_\_

.....  
\_\_\_\_\_

**Important Note**  
**Checklist for Submission of Tenders to**  
**Agriculture, Fisheries and Conservation Department (AFCD)**

Tenderers are requested to go through the entire Tender Document and ensure that all the information and documents required are submitted together with their Tenders in accordance with the tender requirements before the Tender Closing Time.

**Tenderers are reminded to take the following actions before submitting their Tenders.**

**Checklist**

Description	Tick and move to the next item
1. Have you completed, signed and submitted the following <b><u>essential information</u></b> ? (a) PART 1 – Appendix C - Price Proposal*** (b) PART 4 – Offer to be Bound***	
2. Have you completed, signed and submitted the following information? (a) PART 1 – Appendix A - Tenderer’s Declaration (b) PART 1 – Appendix B - Information to be submitted by the Tenderer (c) PART 1 – Appendix D - Staffing Proposal and Wage Proposal for Security Guard (d) PART 1 – Appendix G - Tenderer’s Business Experience in Provision of Security Guard Service (e) PART 1 – Appendix H - Statement of Past Convictions and Authorizations.	
3. Have you submitted your tender in <b><u>triplicate</u></b> (i.e. one set of originals and two sets of copies)?	

**\*\*\* If a Tenderer fails to complete, sign and submit any of the above essential information under Item 1 before the Tender Closing Time, its Tender will not be considered further.**

This checklist is by no means exhaustive and is provided for Tenderers’ reference only. It shall not be deemed to form part of the Tender Document.

Nothing in this checklist shall limit the Government’s absolute right to request any other information/supporting documents in connection with or arising out of this Invitation to Tender.