

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 -

"Authorised Officer"	means the officer(s) appointed from time to time by the Government Representative to be responsible for management of the Hong Kong Wetland Park at Tin Shui Wai, New Territories, Hong Kong
"the Contract" or "this Contract"	means the contract made between the Government and the Contractor for the supply of the Services on the terms set out in the Tender Document (and where applicable in the form submitted by the Contractor to the Government as part of its tender, and accepted by the Government), a full copy of which is enclosed under cover of the Memorandum of Acceptance despatched by the Government to the Contractor pursuant to Clause 9 of the Terms of Tender for identification purposes.
"Contract Deposit"	means the deposit as more particularly described in Clause 18 of the Special Conditions of Contract.
"Contract Period"	means the period specified in Clause 1 of the General Conditions of Contract and includes any extension thereto pursuant to the applicable provisions of the Contract.
"Contractor"	means the Tenderer whose tender is accepted.
"Department" or "AFCD"	means the Agriculture, Fisheries and Conservation Department.
"Estimated Contract Sum"	means the total amount payable over the Contract Period as specified in Part 1 of Schedule 2.
"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 Hong Kong Special Administrative Region or any officer authorised to act on his/her behalf for the purposes of the Contract.
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China.
"Inspecting Officer"	means the officer appointed by the Government Representative for the purpose

	of inspecting the Services performed in pursuance of the Contract.
"Invitation to Tender"	means this invitation to tender issued by the Government inviting tenders for the Contract on the terms set out in the Tender Document.
"Month" or "Monthly" or "month"	means a calendar month.
"Monthly Payment"	means in relation to a Month during the Contract Period, the amount payable to the Contract for the Services actually performed in that Month, based on the Rates specified in Schedule 2.
"Person"	includes any individual, corporation, firm and unincorporated body.
"Public Body" and "Public Officer"	have the meanings given to them in the Interpretation and General Clauses Ordinance, Cap 1.
"Rates"	means the unit rates chargeable for supply of a Security Staff specified in Schedule 2 for the calculation of the Monthly Payment.
"Schedules"	means as that term appears in the Terms of Tender: the Schedules forming part of the Tender Document; and as that term appears in the Contract, and in Part 4 - Offer to be Bound appearing in the Tender Form signed and submitted by the Contractor: means the Schedules as completed by the Contractor and submitted as part of its tender for the Contract;
"Security Guard"	means a security guard to be provided by the Contractor to provide the Services; references "security guard" shall have the same meaning.
"Security Staff"	means the Security Guards and Supervisors supplied by the Contractor to provide the Services.
"Security Manager"	means the person appointed by the Contractor in accordance with Clause 5(g) of the Special Conditions of Contract and approved by the Government Representative to be the duly authorised representative of the Contractor and to liaise with the Government Representative for all purposes connected with the Contract.
"Services"	means all services, duties and obligations to be provided or performed by the Contractor under the Contract including in particular the services referred to in Clause 1 of the Special Conditions of Contract.
"Supervisor"	means a Security Guard who is appointed by

- the Contractor as supervisor.
- "Tender Closing Date" means the latest date and time (Hong Kong Time) by which tenders must be lodged.
- "Tender Document" means the set of tender documents issued by the Government for this Invitation to Tender comprising the Tender Form (G.F.231), this Interpretation, the Terms of Tender, the General Conditions of Contract, the Special Conditions of Contract, and the Schedules. These documents shall be referred to throughout the Tender Document or the Contract by their titles as specified herein.
- "Tenderer" means the company who has submitted a tender in response to this Invitation to Tender.
- "Park" means the premises as detailed in Schedule 1 where the Services are required;
- "Work Shift" means in relation to a Security Staff, a shift of such number of duty hours as more particularly described in Schedule 3; and
- "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.
 3. Section or clause headings to any provision, schedule, annex and other attachments of this document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of this document.
 4. Where in this document there is a reference to a clause, sub-clause, schedule, annex 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 or attachment of that number or letter contained in this 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. References to "associate" of a person shall mean:
 - (a) a relative or partner of that person; or
 - (b) a company one or more of whose directors is in common with one or more of the directors of that person;

For the purposes of Clause 6:

“director” shall mean any person occupying the position of a director by whatever name called and includes, without limitation, a de facto or shadow director; and “relative” shall mean the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parent and the adopting parent and a step child to be a child of both the natural parent and the step parent;

7. References to “associated person” of a person shall mean:

- (a) any person who has control, directly or indirectly, over that person; or
- (b) any person who is controlled, directly or indirectly, by that person; or
- (c) any person who is controlled by, or has control over, the first-mentioned person in (a) or (b);

For the purposes of Clause 7, a person having “control” over another person shall mean the power of that person to secure:

- (a) by means of the holding of shares or interests or the possession of voting power in or in relation to the second-mentioned person or any other person; or
- (b) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that second-mentioned person or any other person; or
- (c) by virtue of holding office as director in that second-mentioned person or any other person;

that the affairs of that second-mentioned person are conducted in accordance with the wishes of the first-mentioned person; for the avoidance of doubt, without prejudice to the generality of the foregoing, the holding of 30% or more of shares or interests or voting power shall be deemed to be sufficient control to ensure such happening;

8. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract.

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PART 1
TERMS OF TENDER

1. Invitation to Tender

Tenders are invited for the provision of the whole of the Services on the terms and conditions set out in the Contract.

2. Tender

- (a) This is an Invitation to Tender for the provision of all of the Services throughout the Contract Period.
- (b) By submitting a tender, a Tenderer agrees to all terms and conditions set out in the Tender Document. No modification to the terms set out in the Tender Document may be submitted or proposed by a Tenderer. Any modification proposal submitted in contravention of this requirement will be ignored and will not be treated as part of the tender being submitted.
- (c) Figures should not be altered or erased; any alteration should be effected 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) Tenders are to be submitted in triplicate and are to be completed in ink or typescript, tenders not so completed may not be considered.
- (e) Tenders may not be considered if false or incorrect information is given or if complete information including but not limited to description literature, catalogues and documentary evidence is not given with the tender or if any particulars and data asked for in the Schedules are not furnished in full.
- (f) All proposals, information and responses from Tenderers must be submitted in writing.
- (g) 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 the above requirements.
- (h) All supplementary information to this invitation to tender will be in writing with content and number of pages described and forwarded to all Tenderers known to be in receipt of the Tender Document by post. Tenderers must acknowledge receipt of all such supplementary information.
- (i) A tender submitted by an unincorporated joint venture will not be considered.

3. Tender Preparation

- (a) All Tender Documents must be completed and submitted in accordance with the "Lodging of Tender" of the Tender Form.
- (b) Tender must be completed in English and in ink or typescript and in **TRIPPLICATE** with all necessary information including documentary evidence which are necessary for tender evaluation.
- (c) A tender submitted by a Tenderer shall comprise the Technical Proposal in one envelope and the Price Proposal in another envelope. For the Technical Proposal, it shall comprise the following in triplicate:

(1) Part 4 of the Tender Form	Offer To Be Bound;
(2) Schedule 3	Staffing Requirements and Monthly Wages Proposal for Security Staff
(3) Schedule 5	Tenderer's Declaration of Conviction of offences under the Employment Ordinance, Employees' Compensation Ordinance, Mandatory Provident Fund Schemes Ordinance, Immigration Ordinance or Section 89 of the Criminal Procedure Ordinance

(4) Schedule 6	Management Plan, Work Plan, Contingency Plan, Quality Assurance Plan and Transition Plan
(5) Annex C	Background of Tenderer
(6) Annex D	Information of and Proposal by Tenderer
(7) Annex G	Qualifications and Experience of Nominated Supervisors
(8) Others	<ul style="list-style-type: none"> • Copies of a valid, subsisting and unexpired license within the meaning of the Security and Guarding Services Ordinance (Cap.460) issued under Cap. 460 in the name of the Tenderer. • Copies of current Memorandum and Articles of Association, Certificate of Incorporation, and other documents to show nature of business status; • Copies of the current Business Registration Certificate. The certificate should bear a machine printed line to show that full registration fee has been effected; and • Copies of ISO 9001 and ISO 14001 and OHSAS 18001 in the provision of security guard service (if any). • Copies of financial documents and information required in Clause 14 below

The Price Proposal shall comprise Schedule 2 – Rates for the Provision of Services in triplicate.

- (d) When completing Part 4 - Offer to be Bound of the Tender Form, Tenderer should note that:
- (i) Where the Tenderer is a company, the name of the Tenderer should be the same as appearing on the name of Certificate of Incorporation or the latest Certificate Change of Name (where there has been a change of name), or on the Business Registration Certificate (in the case of the Tenderer having a trading name) or other equivalent document in the case if the Tenderer is incorporated elsewhere;
 - (ii) the form is duly signed by Tenderer's authorised person.
- (e) Tenders may be excluded from consideration if complete information is not given with the tender or if any particulars and data asked for in sub-Clauses 3(a) to 3(c) above are not furnished in full.
- (f) Tenderers should check the numbers of pages of the Tender Document. If they find any missing or indistinct pages, they shall inform the Government Representative immediately so that the same can be rectified. Any addition or removal of any page of the Tender Document may render the tender invalid.
- (g) Tenderers should note that no sub-contracting proposal submitted by a Tenderer during the tendering stage will be considered by the Department. Any Tenderer in contravention of this restriction by submitting sub-contracting proposal will be disqualified based on the mandatory requirement specified in Annex B. An application for approval of a proposed sub-contracting arrangement may only be made by the Contractor during the Contract Period in accordance with Clause 9 of the General Conditions of Contract in Part 2.
- (h) It is the duty of the Tenderer to ensure that it understands all requirements of the Tender Document and to consult its advisers including legal adviser. Without prejudice to the foregoing, any enquiries concerning the submission of its tender may be lodged at least two days before the Tender Closing Date to be addressed in the manner specified in

Clause 25(a) below.

- (i) Subject to (j) below a tender may not be considered if any item required in Clause 3(c) above is missing at the time of opening of tenders. Alternatively, a Tenderer who has failed to provide certain item required for a Technical Proposal under Clause 3(c) above (including those identified in Annex D) at the time of opening of tenders may be requested to submit the missing item pursuant to Clause 12 below. Failure to comply with such request will be disqualified. To avoid any potential disqualification or delay, Tenderers are urged to ensure that complete set of items required in Clause 3(c) is submitted at the time of submission of their tenders.
- (j) Notwithstanding anything in these Terms of Tender to the contrary, a Tenderer's failure to complete and submit Part 4 of the Tender Form, or submit Schedule 2 or Schedule 3, or the plans required in Schedule 6, or Annex G will be disqualified and no request for late submission will be made during the evaluation stage.**

4. Use of Two Envelopes in Submission of Tender

Completed tender document shall be submitted separately in two sealed envelopes as follows:

- (a) The price information (i.e. Schedule 2 "Rates for Provision of Services") must be enclosed in a sealed envelope clearly marked "**Tender Reference: AFCD/WP/01/09 - Tender for the Provision of Security Guard Services for the Hong Kong Wetland Park – (Price Information)**"; and
- (b) The technical information (i.e. all other remaining documents required by this invitation to tender namely all the information and documents specified in Clause 3(c) above under the heading "Technical Information") must be enclosed in another sealed envelope clearly marked "**Tender Reference: AFCD/WP/01/09 - Tender for the Provision of Security Guard Services for the Hong Kong Wetland Park – (Technical Information)**".
- (c) The Technical Proposal and the Price Proposal shall then be put into one single large sealed envelop clearly marked "**Tender Reference: AFCD/SQ/01/09 - Tender for the Provision of Security Guard Services for the Hong Kong Wetland Park**" without bearing any references to the identity of the Tenderer, and addressed to the Chairman, Government Logistics Department Tender Opening Committee. Tender must be deposited in the Tender Box of the Government Logistics Department situated at the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong **before 12:00 noon on 16 March 2009.**

Incomplete tenders or tenders submitted in a form otherwise than in the manner described above may not be accepted.

5. Tender Evaluation

The Government will use the Marking Scheme as set out in **Annex B** of this Tender Document to assess the tenders. The weightings of Technical Score and Price Score are 30% and 70% respectively. Before submitting their tenders, Tenderers are advised to note the following steps to be adopted for tender evaluation:

(a) Stage 1 Evaluation

Completeness check of all tender will be conducted by checking whether the Tenderer has submitted all items required for the tender as specified in Clause 3(c) above. **A Tenderer's failure to complete and submit Part 4 of the Tender Form, or submit Schedule 2, or Schedule 3, or the plans required in Schedule 6, or Annex G will not be considered further.** In addition, the tenders will be checked to determine

whether or not it should be rejected pursuant to any of the applicable provisions of the Tender Document, including for example but without limitation, Clause 3(j), Clause 6 or Clause 7(b) of these Terms of Tender. Only those tenders which have not been rejected will be considered further for the next stage.

(b) Stage 2 Evaluation

The tenders will be checked against the mandatory requirements as set out in the Marking Scheme. **Only those conforming to the mandatory requirements set out in the Marking Scheme will enter into Stage 3 evaluation.**

(c) Stage 3 Evaluation

The Technical Score of conforming tenders will be assessed in accordance with the criteria set out in the Marking Scheme. Tenderers should note the overall passing mark for this stage of evaluation. Any tender failing to score the passing mark in this stage will not be considered or evaluated further.

(d) Stage 4 Evaluation

The price information of tenders that have passed Stage 3 evaluation will be assessed according to the formula stated under "Stage 4 – Price Assessment" of the Marking Scheme.

(e) Stage 5 Evaluation

The combined weighted technical and price score of each Tenderer will be calculated. Subject to other provisions in these Terms of Tender, the Tender that has achieved the highest combined weighted score will normally be recommended for acceptance.

6. Consideration of Offer

Tender will be considered on an overall basis. Tender with only partial offers will not be considered.

7. Tenders to Remain Open

- (a) Tenders must remain open for acceptance within a period of not less than one hundred and twenty (120) days after the Tender Closing Date. If before the expiry of the agreed validity period, their offer is withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a Government supplier.
- (b) All tenders must be submitted before the Tender Closing Date. Subject to Clause 12, late tenders will not be considered.
- (c) In case of a rainstorm black warning or typhoon signal No. 8 or above is valid for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time), the Tender Closing Date and time will be extended to 12:00 noon (Hong Kong time) on the next working day.

8. Charges

- (a) The charges to be quoted by Tenderers are to be shown in Hong Kong dollars. Such charges shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the

Contractor.

- (b) If, at the request of the Contractor, assistance of any Government staff is provided after normal working hours (i.e. Mondays to Fridays, inclusive, 9:00 a.m. to 5:00 p.m.; Saturdays, 9:00 a.m. to 12:00 noon; Sundays and public holidays excluded) the Contractor shall be responsible for all overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.
- (c) It will be assumed, unless Tenderers clearly stipulate otherwise, that their offers shall remain valid for the duration of the Contract. Therefore no request for price variation will be considered. If however a Tenderer wishes to submit a conditional offer which contains a price variation clause, it may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula should be clearly stipulated in the tender. The formula is binding only if it is accepted by the Department in writing.
- (d) Tenderers should ensure that the charges quoted are accurate before submitting their quotations. Under no circumstances will the Department accept any request for price adjustment on grounds that a mistake has been made in the tender prices.

9. Basis of Acceptance

- (a). Subject to other provisions in these Terms of Tender, the tender that has achieved the highest total score after undergoing the tender evaluation mentioned in Clause 5 above will normally be recommended for acceptance.
- (b) The Government is not bound to accept the lowest or any tender or to give any reasons for doing so. The Government reserves the right to accept all or any part of any tender at any time within the Tender Validity Period specified in Clause 7(a).
- (c) Without prejudice to and in addition to the provisions of these terms and conditions, the Government will award the Contract to the Tenderer who meets the following criteria –
 - i. the Government is of the opinion that the Tenderer is fully capable of undertaking the Contract; and
 - ii. the Government considers that, in terms of the evaluation criteria specified in the Tender Documents, the tender is or appears to be the most advantageous one to the Government.
- (d) The successful Tenderer will receive as an indication of acceptance a fax or a letter of acceptance prior to the receipt of the duplicate copy of the contract document with the "Memorandum of Acceptance" part duly completed. This fax or letter of acceptance shall constitute a binding Contract. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.
- (d) Notwithstanding anything herein to the contrary and notwithstanding the issue of the letter or fax of acceptance by the Government pursuant to Clause 9(c) above, a tender will not be accepted if at the time of award, the Tenderer fails to meet the mandatory requirements concerning no convictions and demerit points specified in Annex B under the heading "Stage 1 – Mandatory Requirements" in respect of the period from the Tender Closing Date to the date of the letter or fax of acceptance.

10. Negotiations

The Government reserves the right to negotiate with all or any of the Tenderer(s) about the terms of their tenders.

11. Saving

The Government Representative is not bound to accept the lowest or any tender (whether conforming or non-conforming) and reserves the right to accept all or any part of any tender at any time within the period mentioned in Clause 9 hereof. Without prejudice to the generality of the foregoing, and other parts of the Tender Document, the Government may require a Tenderer who, in the sole and absolute opinion of the Government, has submitted unreasonably low price, to provide all such information and documents to justify and demonstrate to the absolute satisfaction of the Government that such a Tenderer is capable of carrying out and completing the Contract at the quoted price. Failing to so justify and demonstrate to the Government's absolute satisfaction would entitle the Government to reject the tender.

12. Tenderer's Response to the Department's Enquiries

In the event that the Department determines that:

- (a) clarification of any tender is necessary; or
- (b) save for Part 4 of the Tender Form, Schedule 2, Schedule 3, or Schedule 5, or the plans required in Schedule 6, or Annex G, certain document or information or proposal is missing in the tender,

it may, but not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the missing document or information or proposal. Each Tenderer shall thereafter within five (5) working days or such shorter period as specified in the request submit such clarification, information or document or proposal in the form provided. Tenders may not be considered if the requested item is not provided as required by the deadline specified in the request, or in the case of clarification, the clarification provided is not acceptable to the Government. As an alternative to seeking clarification or submission, the Government may, as its discretion, disqualify the tender, or proceed to evaluate the tender on and as is basis.

13. Complaints About Tendering Process or Contract Awards

The tendering process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Tenderer who feels that his 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.

14. Latest Audited/Unaudited Accounts

- (a) Tenderers shall demonstrate their financial capability to undertake and fulfill the contractual obligations before they can be considered for the award of this Contract.
- (b) The Tenderers shall submit the required documents and financial information including but not limiting to the following for financial vetting purposes:
 - (i). Financial statements:
 - (1). The Tenderer shall submit audited financial statements for the past three (3) financial years of the Tenderer;
 - (2). If the Tenderer is a subsidiary of another company, audited consolidated financial statements of the ultimate holding company for the past three (3) financial years shall be submitted in addition to the financial statements of the Tenderer as specified in sub-Clause (1) above;
 - (3). If the latest financial statements submitted under sub-Clauses (1) to (2) above are made up to a date earlier than twelve (12) months before the tender submission date, the Tenderer shall also submit unaudited financial statements covering a period which commences on the date immediately following the last financial year end date and ends on a date not earlier than three (3) months before the tender submission date;

- (ii). Projected income statements and cash flow statements of the contract and of the Tenderer for each contract year during the contract period, showing the revenue, operating expenses, capital expenditure and the sources of finance (such as upfront investment and/or debt financing);
 - (iii). Original letter(s) from the Tenderer's bank(s) confirming:
 - (1). the credit facilities available to the Tenderer;
 - (2). the unutilised balances of the credit facilities as at a date not earlier than one week prior to the tender submission date; and
 - (3). any commitment to provide credit facilities for the Contract;
 - (iv). Information on any contingent liabilities and outstanding or pending litigations involving the Tenderer which could be material to the Tenderer's financial condition or ability to perform its obligations under this Contract;
 - (v). Description and amount of all Government contracts on hand;
 - (vi). Description and amount of any other tenders outstanding that have been submitted to the Government; and
 - (vii). Information on any commitments under other contracts which are relevant to the ability of Tenderer to undertake the obligations under this Contract.
- (c). The audited financial statements to be submitted under Clause 14(b)(i) above shall comply with the following requirements:
- (i). The financial statements shall have been audited by certified public accountants (practising) or, for a non-Hong Kong company, by auditors recognised in the jurisdiction in which the company is registered.
 - (ii). The financial statements shall contain the directors' report, auditors' report, balance sheet, income statement, statement of changes in equity, cash flow statement and notes to the accounts; and
 - (iii). The originals (or copies certified by the auditors) of the audited financial statements shall be submitted.
- (d). The unaudited financial statements, projected income statements and projected cash flow statements to be submitted under Clauses 14(b)(i) and (ii) above shall be certified by the chief executive officer of the Tenderer.
- (e). The Tenderer shall provide such further information and explanation within a reasonable period of time as may be required by the Government for the purposes of the financial vetting.
- (f). If the preferred Tenderer passes the financial vetting, it will be required to deposit with the Government a Contract Deposit equal to 2% of the Estimated Contract Sum pursuant to Clause 18 of the Special Conditions of Contract.
- (g). If a Tenderer fails the financial vetting, the Government may, at its sole and absolute discretion, refuse to award the Contract to the Tenderer. Alternatively, the Government may, at its absolute discretion but not obliged to, award the Contract to a Tenderer which has failed the financial vetting on condition that the Tenderer deposits with the Government a Contract Deposit as specified in sub-Clause (h) below.
- (h). The preferred Tenderer may be required to deposit with the Government a Contract Deposit equal to 5% of the Estimated Contract Sum pursuant to Clause 18 of the Special Conditions of Contract in any one of the following situations:
- (i). where the Tenderer has failed the financial vetting;
 - (ii). where the Tenderer is a newly established company;
 - (iii). where the information available is inadequate for a meaningful financial vetting to be conducted; or
 - (iv). in any other circumstances where the Government considers appropriate.

15. Consent to Disclosure

- (a). The Government shall have the right to disclose to the public whenever it considers appropriate or upon request by any member of the public (who may have been a

Tenderer), without any further reference to the successful Tenderer or any other Tenderer, the Tender Documents, the Tender Closing Date, particulars of the Contract, the date of award, the name and address of the successful Tenderer, description of services and the contract amount.

- (b). Nothing in Clause 15(a) shall prejudice the Government's power to disclose any information of whatsoever nature whether or not specified in Clause 15(a) if the disclosure are under any one of the following circumstances:
1. the disclosure of any information to any public officer or public body (as defined in the Interpretation and General Clauses Ordinance, Cap. 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including advisers and consultants);
 2. the disclosure of any information already known to the recipient;
 3. the disclosure of any information which is public knowledge;
 4. the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong or an order of a court of Hong Kong or a tribunal with competent jurisdiction; or
 5. without prejudice to the power of the Government under Clause 15(a) and under the fore-going sub-Clauses, to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.
- (c) The Tenderer shall consent by submitting a tender, to release, and shall procure each of its shareholders upon request of the Government will release, to the Government Representative or his authorised officer of information relating to the convictions, if any, in respect of the offences under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Mandatory Provident Fund Schemes Ordinance (Cap. 485), the Immigration Ordinance (Cap. 115) and Section 89 of the Criminal Procedure Ordinance (Cap. 221). The Tenderer authorise, and shall procure each of its shareholders will authorise, the Government Representative or his authorised officer to obtain such information from any person.

16. Personal Data Provided

- (a) A Tenderer's personal data and the personal data of any individual contained in the tender submitted by that Tenderer (collectively, "personal data") will be used for the purposes of this Invitation to Tender, and all other purposes arising from or incidental to this Invitation to Tender including without limitation for the purposes of tenders evaluation, contract award, and resolution of any dispute arising from this Invitation to Tender. If insufficient and inaccurate information is provided, the tender may not be considered.
- (b) A Tenderer acknowledges and consents and has ensured that the relevant individual to whom the personal data has acknowledged and consented that the personal data provided in the tender may be disclosed to other government departments or public bodies or such other person as the Government considers appropriate having due regard of the purposes mentioned in Clause 16(a) above.
- (c) Tenderers (or the individual to whom the personal data belongs) have the right of access and 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. The right of access includes the right to obtain a copy of the Tenderer's personal data provided in the Tender.
- (d) Enquiries concerning the personal data collected by means of this Invitation to Tender, including the making of access and correction, should be addressed to Personal Data Privacy Officer (Deputy Secretary (General)) of the Department.

17. Contractors' Performance Monitoring

Tenderers are advised that should they be awarded the Contract their subsequent performance will be monitored and may be taken into account when their future tenders are evaluated.

18. Cancellation of Invitation of Tender

Without prejudice to the Government's rights to cancel this Invitation to Tender, where there are changes of requirement after the Tender Closing Date 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 or re-issue this Invitation to Tender on such other terms and conditions as the Government deems fit.

19. Documents of Unsuccessful Tenderers

All tenders submitted are properties of the Government. Documents of unsuccessful Tenderers shall be retained for a period of not less than three (3) months after the Contract has been executed and may be destroyed thereafter.

20. Costs of Preparing the Tender

Under no circumstances whatsoever (including without limitation the cancellation of this Invitation to Tender by the Government) shall the Government be responsible for or liable to any Tenderer for any cost or expense incurred by it in preparing and submitting the tender.

21. Offers to be Binding

- (a) All parts of the Tender Documents submitted and offered by the Tenderer will be binding on the Tenderer. By submitting a tender, the Tenderer is deemed to have satisfied itself as to the correctness of its tender. In the event if before the Tender Closing Date, a Tenderer discovers an error in its tender after the tender has been deposited, the Tenderer may correct the same by a separate letter before the Tender Closing Date, but not thereafter. No request for amendment, adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.
- (b) Should it be found on examination by the Government after the Tender Closing Date that a Tenderer has made a genuine unintentional error in the figures stated in its tender that may have a significant effect on the tender, further clarification may be sought by the Government pursuant to Clause 12.

22. Offering Gratuities

The Tenderer shall not and shall ensure that his 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 his tender.

23. Miscellaneous

The Government may issue addendum to the terms and conditions set out in the Tender Document. In the case of an addendum after the Tender Closing Date, Tenderers may be asked to confirm acceptance of the addendum, failing with their tenders may be considered.

24. Briefing Session and Site Visit

A tender briefing session and site visit will be held from 10:00am to 12:00noon, on **24**

February 2009. All Tenderers who wish to submit a bid in this Tender are strongly recommended to attend. Tenderers who would like to attend the briefing session and site visit should complete the reply slip attached at **Annex A** and send back on or before 20 February 2009 to Wetland Park Supervisor (Operation) to register (Fax no.: 2617 1158).

25. Enquiries

- (a) Enquiries from Tenderers before the Tender Closing Date concerning the Tender Document, technical specification, Schedules, tender briefing and/or site visit shall be made in writing and be addressed to:

Wetland Park Manager (Operation)
Agriculture, Fisheries and Conservation Department,
Hong Kong Wetland Park
Wetland Park Road,
Tin Shui Wai, New Territories.
(Fax No. : 2617 1158)

- (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 General or Special Conditions of Contract.

PART 2**GENERAL CONDITIONS OF CONTRACT****CONTENT**

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PART 2
GENERAL CONDITIONS OF CONTRACT

1. Contract Period

- (a) Subject to the other provisions of the Contract, this Contract shall be for a period of **24** months. The Contractor shall provide the Services to the Government for the period commencing 7:00 am on **1 May 2009** and expiring 7:00 am on **1 May 2011**, both dates inclusive, and is subject to such sooner determination or extension as is provided for in this Contract.
- (b) The Government reserves the right to extend the Contract, subject to satisfactory performance of the Contractor, for twenty-four (24) months or such other period as the Government deems fit on the same terms and conditions by giving notice to the Contractor no later than two (2) months before the expiry of the Contract. The extended Contract shall commence immediately after the expiry of the original Contract Period.
- (c) Upon the Government exercises its right to extend the Contract pursuant to Clause 1(b), the Contract shall be deemed to have been extended for the period mentioned in the notice given by the Government pursuant to Clause 1(b) on the same terms and conditions (including Clause 1(b)). If the extended period (or any part thereof) falls within the summer season, the terms and rates applicable to the summer season in the last 12 months of the original Contract Period shall apply to the extended period or such part thereof (as the case may be). If the extended period (or any part thereof) falls within the winter season, the terms and rates applicable to the winter season in the last 12 months of the original Contract Period shall apply to the extended period or such part thereof (as the case may be).
- (d) Notwithstanding anything herein to the contrary, the Government may without cause terminate the Contract (whether during the original Contract Period or the extended Contract Period) by serving at least three (3) months' prior written notice on the Contractor to that effect.

2. Total Services and Variation

- (a) The Services to be performed under the Contract shall include those as laid down in the Schedules and Special Conditions of Contract and shall be carried out, as and when required, to the satisfaction of the Inspecting Officer. All instructions or directions shall be issued in writing and Government will not be responsible for any service performed on oral instructions issued by any person whomsoever.
- (b) The Contractor shall not extend the Services beyond the requirements specified in the Schedules and Special Conditions of Contract except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract Period by seven (7) days notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Contract.
- (c) Provided that no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the Contract price of more than twenty (20) percent unless otherwise mutually agreed by the Contractor and Government.
- (d) Where a variation has been made to the Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the Rates so far as the same may be applicable and where rates are not contained in the said Schedules, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.
- (e) Due account shall be taken of any partial execution of the Services which are rendered useless by any such variation.

3. Quality of Services

- (a) The Services shall include those as specified in the Schedules and Special Conditions of Contract and shall fulfill all the conditions and terms of the Contract, and any drawings and specifications (if any) from time to time supplied to the Contractor by the Government Representative.
- (b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by Government Representative free of charge but shall be returned on completion of the Contract.

4. Payment for Services

- (a) If the Contractor has performed all Services in accordance with terms and conditions of the Contract to the satisfaction of the Government and the Contractor has provided to the Government Representative a monthly statement, in form of as that provided in **Annex E**, certified by a certified public accountant (practicing) a corporate practice registered under the Professional Accountants Ordinance (Cap. 50), to substantiate that all its Security guards for this Contract have been paid no less than the wages specified in Schedule 3 and contributions have been made for all the Security Guards in accordance with the Mandatory Provident Fund Schemes Ordinance (Cap. 485) to the satisfaction of the Government Representative, the Government shall pay the Contractor the Monthly Fee in accordance with the sub-clause (b) below. All expenses in connection with the appointment and employment of the auditors/accountants shall be borne by the Contractor, no separate payment for this will be made. The cost shall be deemed to be included in other items in the Contract.
- (b) Provided that in relation to each month of the Contract Period, the Contractor shall have performed all Services in accordance with the Contract and that the Inspecting Officer has so certified that in writing, the Government shall pay to the Contractor the Monthly Payment in arrears for that month for the Services actually performed based on the Rates specified in Part 1 of Schedule 2 subject to any payment discount or deductions provided for in the Contract and in the manner hereinafter provided. As specified in Part 1 of Schedule 2, the amount of Monthly Payment stated therein is for reference only. Payment will be made direct to the Contractor's bank account the particulars of which shall be supplied to the Government Representative in Schedule 7 or prior to the commencement of the Contract.
- (c) Monthly invoice shall be sent by the Contractor to the Government Representative or as otherwise directed. Notwithstanding anything herein to the contrary, payment of the Monthly Payment in respect of each month of the Contract Period shall be made within one month after the receipt of invoice, or upon certification by the Inspecting Officer that the Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative, whichever is later.
- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning payment shall be addressed to the offices as detailed below. The Government Representative shall not be liable for any delay in payment if invoices and correspondence are not so addressed.

Contact Person/Post and Contact Tel. No.	Address for Receiving the Invoice
Wetland Park Manager (Operation) Tel No.: 2617 5115 Fax no.: 2617 1158	Hong Kong Wetland Park Wetland Park Road, Tin Shui Wai, New Territories.

- (e) Without prejudice to any rights or remedies the Government may have, the Government shall be entitled to offset or deduct from the Monthly Payment any monies which the Contractor may owe to the Government and claim for any outstanding balance from the Contractor.
- (f) Apart from the Monthly Payment, under no circumstances whatsoever will the Government be liable to pay to the Contractor or any other person any money. The

Government will not reimburse or compensate the Contractor for all or any costs, expenses, losses and liabilities which may be incurred or suffered by the Contractor in undertaking the Services, irrespective of location in which the Services have to be discharged. All things done by the Contractor shall be deemed as things which the Contractor is required to do for performing the Services, and be compensated for in the form of the Monthly Payment only. All vehicles, vessels and equipment, all materials and all labour used and hired by the Contractor for performing the Services will be provided by the Contractor at its sole cost.

5. Government Property

If any Government property shall be issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property upon termination of the Contract or upon the first written demand of the Government at any time during the Contract Period. If any such property shall be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his sub-contractors, employees or agents, the Contractor shall forthwith repair (in the case of damage) or replace the property (in the case of loss) with another in the same or better condition, brand, model, quantity and quality to the satisfaction of the Government Representative at the Contractor's own cost. A count of the articles or material 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.

6. Government Premises

- (a) The Contractor shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Government premises as are necessary for the due discharge of the Contractor's obligations under the Contract.
- (b) The safety of any equipment or vehicle 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.

7. Recovery of Sums Due

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Government contracts.

8. Assignment

The Contract is personal to the Contractor. The Contractor shall not, without the prior written consent of the Government Representative, assign or transfer or otherwise deal with the Contract or any of its rights or obligations thereunder.

9. Sub-contracting

- (a) The Contract shall be personal to the Contractor who shall have complete control of the Service and shall efficiently direct and supervise the performance of the Services to the full extent of its ability and with its full attention.
- (b) The Contractor may not sub-contract all or any part of the Services except with the prior written approval of the Government. Without prejudicing the absolute discretion of the Government in considering whether or not to give approval, the Government's approval will normally only be granted in case of an emergency or under special circumstances.
- (c) An application to the Government Representative for his approval of any proposed sub-contract to be made by the Contractor shall be accompanied with the particulars of the proposed sub-contractor, the Contractor's reasons for the proposed sub-contracting, and a draft of the sub-contract. Without prejudice to sub-Clause (b) above specifying the restricted circumstances under which an approval may only be given, the Government Representative may stipulate as a condition to his approval, such other

terms and conditions to be set out in the sub-contract as the Government Representative in his absolute discretion considers appropriate, and take into account the matters mentioned in sub-clause (d) below. In addition, the sub-contract must contain provisions to the same effect as Clause 16 (d) and (e) of the Special Conditions of Contract. The Contractor shall within three (3) days after receiving a written approval of the Government, and the signing of the sub-contract in the form and substance approved by the Government Representative provide the Government Representative with a certified true and complete copy of such sub-contract, and shall not without the prior written consent of the Government Representative, propose to amend or accept any proposal to amend the sub-contract.

- (d) Without prejudice to the above sub-Clauses, the Government Representative will take into account the conviction records of, and Demerit Points received by, the proposed sub-contractor and apply the same mandatory requirements in Stage 1 evaluation of the Marking Scheme in **Annex B** to the Tender Document in considering whether or not to approve a sub-contracting proposal pursuant to Clause 9(b) above.
- (e) The Contractor shall remain fully responsible for the performance of the Services and shall not be relieved from any of its obligations under the Contract by entering into any sub-contract for the performance of any part of the Contract and the Contractor shall be fully liable for all acts, omissions, defaults and neglect of any sub-contractor, its employees and agents as if they were its own.

10. Liability and Indemnity

- (a) None of the Government, its employees and agents shall be liable in any way for or in respect of :
 - (i) any loss of or damage to any of the Contractor's property or that of its employees, agents or sub-contractors howsoever caused whether by any act, omission, default or Negligence of the Government or any of its employees or agents or otherwise; or
 - (ii) any injury to or death of any of the Contractor's employees, agents or sub-contractors save and to the extent any such injury or death is caused by the Negligence of the Government or any of its employees or agents (in which case the Government will be liable or vicariously liable for any such injury or death).
- (b) Without prejudice to sub-Clause (a) above, the Contractor shall indemnify the Government and keep the Government fully and effectively indemnified from and against (1) all and any claims (whether or not successful, compromised or settled), actions, proceedings, threatened, brought or instituted against the Government; and (2) all liabilities (including liability to pay compensation or damages), damages, costs, losses, charges and expenses (including the fees payable to all lawyers and expert witnesses and other costs and expenses, on a full indemnity basis, which the Government may pay or incur in initiating or defending any claim, counter-claim, action or proceeding), (3) any awards and costs which ordered by the court or as may be agreed to be paid in settlement of any procedures, which in any case arise directly or indirectly from, or in connection with, or out of, or which relate in any way to:
 - (i) the negligence, recklessness or willful misconduct of the Contractor or any of its employees, agents or sub-contractor;
 - (ii) the failure of the Contractor to comply with or observe any terms or conditions of this Contract;
 - (iii) any warranties or representations made by the Contractor in this Contract or from time to time to the Government during the continuance of this Contract being untrue or inaccurate;
 - (iv) failure of the Contractor or any of its employees, agents or sub-contractors to comply with or observe any law and regulation in the performance of the Services;
 - (v) any act or omission of the Contractor or any of its employees, agents or

sub-contractors in the performance of the Services notwithstanding that the Contractor is authorised or obliged to do or commit any such act or omission under this Contract;

- (vi) any loss, damage, injury or death referred to in sub-Clause (a) above save and except injury or death caused by the Negligence of the Government or any of its employees or agents; or
 - (vii) any injury or death of any third party, or any loss of or damage to property sustained by any third party, in consequence of any act, omission, default or negligence of the Contractor or any of its employees, agents or sub-contractors.
- (c) For the purposes of sub-Clause (a) and sub-Clause (b)(vi) above, but not otherwise 'Negligence' shall have the same meaning given to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71) of the Laws of Hong Kong. Each of sub-Clauses (b)(i) to (b)(vii) above shall be construed independently and shall not be limited or restricted by reference to or inference from the terms of any other sub-Clauses.

11. Policy of Insurance and Compensation

- (a) The Contractor shall effect and keep in force during the Contract Period at his own expense a public liability insurance policy exclusively for this Contract in the joint names of the Government and the Contractor (with appropriate cross-indemnity clause as if a separate policy had been issued to each of them) subject to a limit of indemnity of not less than HK\$10 million for any one event but otherwise unlimited with a reputable insurance company authorised under the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions as shall be approved by the Government Representative against liability to pay damages and compensation for injury to or death of any person and for loss or damage to any properties whatsoever where such injury, death, loss or damage as the case may be caused or arose out of any act, omission, default or negligence of the Contractor or the Government Representative or their respective employees, agents or sub-contractors (notwithstanding any such act or omission was an act or omission which the Contractor may be authorised or obliged to do under this Contract) ("Public Liability Insurance Policy"). The Public Liability Insurance Policy shall provide that the insurance company will waive all claims of sub-rogation which it may otherwise have against the Government as a co-insured.
- (b) If the Public Liability Insurance Policy provides that the payment of a certain amount of compensation shall be borne by the insured parties, the Contractor shall be solely responsible for such payment and shall reimburse the Government Representative forthwith if the Government Representative shall be required to make such payment.
- (c) The Contractor shall keep the Public Liability Insurance Policy in force during the continuance of this Contract and shall submit to the Government Representative upon award of this Contract two copies of the said Policy together with the receipt for payment of the current premium.
- (d) The Contractor is responsible to lodge all claims with the said insurance company and shall deal with the said company upon receipt from the Government Representative or otherwise of a report on any injury, death, loss or damage.
- (e) If the Contractor fails to effect and keep in force the Public Liability Insurance Policy or any other insurance which it may be required to effect under the terms of the Contract then and in any such cases the Government may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Government as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- (f) The Contractor undertakes to maintain the employees' compensation insurance policy in compliance with Section 40 of the Employees' Compensation Ordinance (Cap. 282) of the Laws of Hong Kong throughout the continuance of the Contract.
- (g) The Contractor undertakes to maintain: (1) motor vehicle insurance in respect of all

vehicles used in or in connection with the performance of the Services for their full reinstatement costs for the time being (if any); and (2) an insurance policy in full compliance with the Motor Vehicles Insurance (Third Party Risks) Ordinance (Cap. 272) in respect of all such vehicles (if any).

- (h) In the occurrence of any event which gives rise to liability from which an insurer of any of the aforementioned insurance policy indemnifies the Contractor and/or the Government subject to the terms set out therein, and regardless of whether there be a claim against the Contractor for compensation or not, the Contractor shall within seven (7) clear working days give notice in writing of such event to the Government Representative.

12. Corrupt Gifts

- (a) The Contractor shall not, whether by himself or by any person employed by him to provide the Services, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the Services other than charges properly approved in writing by the Government Representative under this Contract.
- (b) If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder 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 therefore.

13. Release of Information

- (a) Without prejudice to Clauses 15 and 16 of the Terms of Tender and the provision of sub-Clause (b) of this clause, the Government may, as it deems fit, release the Contractor's bidding information contained in the Tender Document without further reference to or consent from the Contractor.
- (b) The Government shall have the right to disclose to whomsoever whenever it considers appropriate without seeking prior consent from the Contractor all information concerning or in relation to the Contract including without limitation information in relation to the employees' wages and maximum working hours, the number of employees engaged for the performance of the Contract or such other information of whatsoever nature where such disclosure is for the purpose of enforcement of the Contract.

14. 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 name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the Government Representative.

15. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

16. Time is of Essence

Time shall be of the essence in this Contract but no failure or delay on the part of either party to exercise or invoke any right, power or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise or invocation by either party of any right, power or remedy hereunder preclude any other or further exercise or invocation thereof or the exercise or invocation of any other right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies provided by law.

17. Compliance with Laws and Regulations

- (a) The Contractor shall comply with and observe all applicable laws and regulations of Hong Kong, and all applicable rules and codes issued by public bodies, in the provision of the Services.
- (b) The Contractor shall at all times comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509) and its subsidiary legislation, and of any other legal provisions pertaining to the health and safety of his own staff, Government staff and others who may be affected by the performance of the Services.
- (c) In discharge of the Services, the Contractor shall operate all equipment and tools in compliance with all the provisions of the Contract, the manufacturer's instructions or guidelines, and all applicable laws and regulations of Hong Kong, and all applicable rules and codes issued by public bodies.
- (d) Licensing Requirements
 - (i) This Contract does not confer exemption from licensing requirement pertaining to the Services.
 - (ii) The Contractor should forthwith obtain, and on or before the due date for renewal, all licences, permits and certificates required by the laws of Hong Kong for the provision of the Services.

18. Notice to be Written in English and Chinese

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

19. Services of Notices

- (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 shall be sent, in the case of a letter to a party at its address given below, and in the case of a fax message, to the fax number stated below, or such other address or fax number a party may have notified the other party by no less than 3 days' prior written notice:

	<u>Address</u>	<u>Fax. No.</u>
(i) the Government:	Executive Director, Hong Kong Wetland Park, Agriculture, Fisheries and Conservation Department, 6/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong	2314 2802
(ii) the Contractor:	As stated in the Schedules submitted by the Contractor.	As stated in the Schedules submitted by the Contractor.

- (c) Every notice, request, demand, direction or other communications shall, except insofar as otherwise expressly provided by this Contract, be deemed to have been received, in the case of a fax, or delivery by hand, at the time of despatch thereof (provided that the date of despatch is a working day), and in the case of a letter, on the expiry of forty-eight (48) hours after the same is put into the post in Hong Kong.

20. Severance

In the event that any provision contained in this Contract or any part thereof is declared or otherwise rendered invalid or unenforceable by any law, enactment or regulation promulgated in Hong Kong or elsewhere or a final judgment (by consent or otherwise) of a court of competent jurisdiction from whose decision no appeal is or can be taken, the illegal or unenforceable clause shall be deemed to be deleted from this Contract and no longer incorporated herein; but all other clauses or divisions thereof contained in this Contract shall remain in full force and effect and shall not be impaired or affected thereby from the terms of this Contract.

21. Amendments and Order for Variation

- (a) Notwithstanding anything herein to the contrary, and without prejudice to other provisions of the Contract enabling the Government to stipulate variations, the Contractor agrees and acknowledges that the Government Representative shall have the absolute power to unilaterally vary, without obtaining further consent from the Contractor, the form, quality or quantity of any labour (including the number of Security Staff required), work or materials as well as any of the specifications or requirements set out in the Schedules. A variation pursuant to this Clause shall not in any way vitiate or invalidate the Contract.
- (b) The Government Representative shall give the Contractor an advance notice of not less than fourteen (14) days to prepare for the execution of such order for variation from the Government.
- (c) Save and to the extent provided for in the Contract which enables the Government to on its own make such supplement or amendment to the terms of the Contract, no variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto.

22. Termination of Contract

The Government shall be entitled to forthwith terminate the Contract but without prejudice to any other rights and claims which the Government has or may have (under the Contract or otherwise at law) if –

- (a) without prejudice to other sub-Clauses below, the Contractor: (i) fails to carry out the whole or any part of the Services; or (ii) fails to carry out the whole or any part of the Services in accordance with the time limits specified in the Contract or in accordance with any of the requirements or specifications set out in the Contract; or (iii) fails to observe or perform any of the terms or conditions of the Contract; or (iv) fails to pay any of the sums payable by the Contractor under the Contract; and (in the case of a breach capable of being remedied but not otherwise) has failed to remedy the breach to the satisfaction of the Government Representative within 7 days (or such longer period as the Government Representative may, in its sole discretion, allow) after the issuance by the Government Representative to the Contractor of a request in writing requiring it to do so; or
- (b) the Contractor persistently or flagrantly fails to carry out the whole or any part of the Services punctually or in accordance with the terms and conditions of the Contract; or
- (c) the Contractor becomes bankrupt or goes into liquidation or a petition has been filed for the bankruptcy or the winding up of the Contractor otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Government Representative in writing or the Contractor has become insolvent or make any composition or arrangement with creditors; or
- (d) the Contractor abandons the Contract in part or in whole; or
- (e) is found to have provided or supplied any incomplete, false, forged or incorrect statement or information or document during the tendering process or from time to time during the continuance of the Contract; or
- (f) any warranties or representations made or deemed to have been made by the Contractor to the Government in the Contract or in its tender for the Contract or otherwise from time to time during the term of the Contract is untrue; or
- (g) is found to have employed illegal workers in the execution of this Contract; or

- (h) is convicted of any offences created under the Employment Ordinance (Cap. 57), Mandatory Fund Schemes Ordinance (Cap. 485), Employee's Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Security and Guarding Services Ordinance (Cap. 460) or section 89 of the Criminal Procedure Ordinance (Cap. 221); or
- (i) is found to have made a false declaration in the Tenderer's Declaration in the Tenderer's Declaration of Convictions at the tendering stage; or
- (j) pursuant to Clause 12 above; or
- (k) the Contractor or any sub-contractor of the Contractor appointed for performing the Services has received an aggregate of three (3) demerit points over a continuous period of 3 years in respect of the same contract (whether this Contract or any other Government contract) all of which are not subject to an appeal or review by the court or the appeal panel of the department concerned, or if there is an appeal or review, that such appeal or review has been dismissed.

23. Effect of Termination

Upon the Contract is terminated pursuant to Clause 1(d) or Clause 22 of these General Conditions of Contract or upon expiry of the Contract:

- (a) the Contract shall be of no further force and effect but without prejudice to Government's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breaches which entitle the Government to terminate the Contract);
- (b) the Government shall not be responsible for any loss and expenses suffered or incurred by the Contractor due to the termination or expiry of the Contract;
- (c) if the Contract is terminated pursuant to Clause 22 hereof, the Contractor shall be liable for all losses, costs and expenses actually suffered or incurred by the Government in, arising from or as a result of the termination of the Contract;
- (d) if the Contract is early terminated, the Government may assign the uncompleted Services to another contractor or contractors whereupon if the Contract is terminated pursuant to Clause 22, the Contractor shall be liable for the contract price payable to such other contractor(s) in excess of the contract price which would have been payable to the Contractor had the Contract not been terminated plus an administrative charge of 20% as and for liquidated damages and not as a penalty;
- (e) the rights of the Government under this Clause 23 are in addition to and without prejudice to any other rights the Government may have under any guarantee or indemnity; and
- (f) any termination or expiry of the Contract howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination or expiry.

24. Entire Agreement

This Contract constitutes the entire Contract and understanding between Government and the Contractor concerning the subject matter hereof. Every schedule, annex or attachment to or table in this Contract and any notes to such schedule, annex, attachment or table shall be construed and have effect as part of this Contract.

25. Order of Precedence

In the event that there is any conflict, contradiction, or ambiguity amongst any respective parts of the Contract, the following order of precedence shall be applied in order to resolve any such

conflict, contradiction or ambiguity:

- (a) the Special Conditions of Contract
- (b) the Schedules
- (c) the General Conditions of Contract
- (d) the Terms of Tender
- (e) the Interpretation
- (f) other documents which form part of the Contract

PART 3
SPECIAL CONDITIONS OF CONTRACT
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PART 3
SPECIAL CONDITIONS OF CONTRACT

1. Services to be Provided

- (a) The Contractor shall during the continuance of the Contract Period -
- (i) supply Security Staff to the Park in accordance with the requirements as set out in Schedule 3 and other parts of the Contract who shall be allocated to work on Work Shifts as more particularly described in Schedule 3 to discharge all the duties and services as specified in Schedule 4, the Plans and the Patrol Programme (both as defined in Clause 8 below), and other parts of the Contract;
 - (ii) provide tools and equipments in accordance with the requirements and specifications set out in the Contract; and
 - (iii) provide all other services required under the Contract.
- (b) The Government may by giving not less than forty-eight (48) hours' notice require the Contractor to provide additional Security Staff, or vary the working hours of the Security Staff.
- (c) The Contractor shall fully co-operate with the Government Representative and comply with his instructions 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.
- (d) For the avoidance of doubt, the Contractor shall note that the Services is required throughout the Contract Period including the typhoon days and inclement weather days including the time when rainstorm warnings or typhoon signals are issued.

2. 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 required of the Services, the equipment, materials and deployed labour and supervisory staff which may be required, any necessary storage and transportation requirement under the Contract;
- (b) it has been provided with sufficient information to enable it to provide the Services to the Government; and
- (c) it shall neither be entitled to any additional payment nor be excused from any liability for satisfying any requirement stipulated under this Contract on the ground of any misinterpretation by the Contractor of any matter or fact relating to this Contract.

3. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that -

- (a) the Contractor and its employees or agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
- (b) the Contractor shall carry out the Services with all due and reasonable diligence care and despatch and in a safe, proper, skilful and workmanlike manner, and shall use his best endeavour to perform the Services to the satisfaction of the Government Representative;
- (c) the Contractor shall, through the Government Representative, keep the Government informed on all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (d) the Contractor shall comply with the Employment Ordinance (Cap. 57), Mandatory Provident Fund Schemes Ordinance (Cap. 485), Security and Guarding Services Ordinance (Cap. 460), Employee's Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115) and other relevant legislative provisions in the employment of his staff; and

- (e) the Contractor undertakes not to employ illegal workers in the execution of this Contract. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government may, by notice in writing, terminate this Contract forthwith pursuant to Clause 22 of the General Conditions of Contract.

4. Contractor's Equipment, Materials and Tools

- (a) The Contractor shall during the entire Contract Period provide at its own costs sufficient uniforms, tools and equipments for each Security Staff, including but not limited to those mentioned in Schedule 4, truncheons, torches, safety helmets, raincoats, lockers and bicycles for the safe, proper and efficient performance of the Services.
- (b) The Contractor shall during the entire Contract Period provide at its own costs sufficient socks / ankle socks for each Security Staff who are on duty at indoor play area, "Swamp Adventure", at Visitor Centre of the Park. Its location is showed in Schedule 1
- (c) 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.

5. Employment of Staff and Manner of Superintendence

- (a) The Contractor for the provision of the Services must, during the continuance of the Contract Period, be a company acting with a valid, subsisting and unexpired license issued under the Security and Guarding Services Ordinance (Cap. 460).
- (b) Each of the Security Staff 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 Staff.
- (c) (i) Each of the Security Guard shall possess the following qualities and minimum qualifications:
- in good health and of good physique;
 - able to deal politely but firmly with visitors;
 - have the determination and courage to investigate any suspicious incidents and to deal with any persons acting suspiciously;
 - have completed F.3 level or above;
 - be able to speak reasonably fluent Cantonese and simple English to the level at which they are capable of communicating with the Authorised Officer on matters concerning their duties in either of the languages; and
 - have had previous working experience as a security guard in buildings.
- (ii) The Security Supervisor shall possess the following qualities and minimum qualifications:
- in good health and of good physique;
 - have completed F.5 level or above;
 - have at least 5 years of experience at the rank of security supervisor in security guard company or disciplinary or military services at the rank of supervisory level; experience with the Hong Kong Auxiliary Police or other part time experience will not be counted;
 - be able to speak Mandarin and English, be fluent in Cantonese and be able to write and read Chinese and English;
 - have basic knowledge of fire-fighting, first-aid and life-saving technique;
 - possess good customer service skill; and
 - have crowd control experience.
- (d) The Contractor shall provide such number of Security Staff for each of the Work Shifts (8 hours per Work Shift) as specified in Schedule 3 for the performance of the Contract. In the event of resignation, dismissal, refused admission or absence of any such staff (however temporary, whether due to vacation leave, sick leave or otherwise), an immediate replacement who meets the above minimum qualifications and experience requirements shall be provided.

- (e) The Contractor shall provide the Government Representative at least two (2) weeks before the commencement of the Contract Period with details of all his Security Staff, which shall include the name of each of such persons, the type of permits issued under the Security and Guarding Services Ordinance (Cap. 460), his sex, age, date of birth, identity card number, training records photograph, and documentary evidence showing his previous working experience as specified in Clause 5(c) above (in the case of Supervisors), and as represented by the Contractor in its tender (if any) (in the case of Security Guards). In case there is a change of any of his Security Staff, the Contractor shall submit revised details of all his Security Staff to the Government Representative within seven (7) days before the change will be effected. Save with the prior written approval of the Government, the Supervisors to be appointed shall be in accordance with the nominations as provided by the Contractor in **Annex D**.
- (f) All Security Staff must have attended an initial training course before they take up the required duties, and the Contractor shall provide refresher courses to the Security Staff at an interval of not more than 6 months during the Contract Period.
- (g) The Contractor shall, at least two (2) weeks before the commencement of the Contract Period, nominate for Government Representative's approval a Security Manager (which approval may at any time be withdrawn). Such Security Manager shall be in charge of the Services and shall have the full authority to act on behalf of the Contractor including making all necessary decisions regarding the provision of the Services and to receive all instructions from the Government Representative. The nomination shall set out the name, qualifications and experience of the nominated Security Manager and give full details of his address, telephone number and other means of direct contact. The Security Manager shall be equipped with, at the Contractor's own costs, mobile phone and pager so that he can be contacted at all times during the Contract Period.
- (h) Each of the Security Manager and the Supervisor shall act and respond promptly to any instructions or queries give or made by the Government Representative; shall be contactable by mobile phone; and shall upon being requested accompany the Inspecting Officer to the locations identified by the Inspecting Officer and show the Services that have been performed or to be performed. Each of the Security Manager and the Supervisor shall give proper training, supervision of and instructions to the Security Staff.
- (i) The Security Manager shall make such arrangements as are necessary that will enable him to attend meetings with the Government Representative within two (2) hours of such a request having been made (or attend immediately at any time in the case of emergency). When requested by the Government Representative, the Security Manager shall –
 - (i) attend and participate in meetings arranged with any persons, groups or associations whom the Government Representative agrees to meet in relation to the Services in order to resolve complaints or deal with suggested orders or improvements in relation to the Services; and
 - (ii) prepare a written report on any aspect relating to the Services as instructed by the Government Representative.
- (j) The Contractor shall provide, upon request by the Government Representative, documentary evidence, to the satisfaction of the Government Representative, to substantiate that Clause 5 hereof has been fully complied with.
- (k) The Contractor shall ensure the good conduct of its permitted sub-contractors, employees and agents while they are performing the Services for or on behalf of the Contractor.

6. Repair and Maintenance Services to Electronic Watchman Patrol System, Walkie-talkies and Equipments

The Contractor shall, at his own costs, labour and materials, carry out and complete all repair and maintenance works on their own tools and equipments they provide in accordance with Clause 4 hereof.

7. Uniforms and Name Badges of Security Staff

- (a) The Contractor shall ensure that all his Security Staff wear tidy and clean uniforms the

design and material of which shall be approved by the Government Representative in advance and special equipment including but not limited to truncheons and torches while they are performing the Services as the Government Representative may consider necessary or appropriate. Any such uniforms and equipment shall be provided, maintained and replaced as necessary by the Contractor at his own costs. However, the Government Representative reserves the right to direct any of the Security Staff to be attired in plain clothes in the performance of the Services.

- (b) The Contractor shall provide all its Security Staff with uniforms/equipment and badges with their photographs embedded thereon and showing their names and positions. The design and specifications of the uniforms/equipment shall be approved by the Government Representative. The Government Representative may change the design and specifications of the uniforms/equipment and badges as and when he considers necessary or appropriate. The Contractor shall within one (1) month of notification or such period as may be specified by the Government Representative replace the uniforms/equipment and badges carrying the revised design and specifications.
- (c) The Contractor shall ensure that its Security Staff properly wear the uniforms/equipment and display on their outer uniforms at the chest position the name badges described in Clauses 7(a) and 7(b) hereof while they are on duty.

8. Modification and Review of the Management Plan, Work Plan, Quality Assurance Plan Contingency Plan, Transition Plan, Patrol Programme and Work Schedule

- (a) The Contractor shall at all times during the Contract Period comply with and implement the Management Plan, Work Plan, Quality Assurance Plan, Contingency Plan and Transition Plan submitted by the Contractor in its tender for the Contract subject to any further modifications stipulated by the Government, all of which are set out in Part B of Schedule 6 (collectively, "Plans").
- (b) The Contractor shall submit daily patrol programme and work schedule (including but not limited to the names of the Security Staff and their areas of responsibility) in respect of each Work Shift, which shall implement in full the specifications for the Services specified in the Contract including in particular, Schedules 3 and 4, and its commitments and proposals set out in the Plans (collectively, "Patrol Programme"), for the Government Representative's approval, not less than two (2) weeks prior to commencement of the Services. The Plans and Patrol Programme shall be subject to the periodic review of the Government Representative, and shall be revised as may be directed by the Government Representative from time to time. Notwithstanding anything herein to the contrary, in the event of any inconsistency between the Contract (including in particular but without limitation Schedules 3 and 4), and any of the Plans or the Patrol Programme, the former shall prevail.
- (c) Throughout the continuance of the Contract -
 - (i) the Contractor shall perform the Services in such frequency, order, at such times and such locations as prescribed in Clause 1 hereof or as the Government Representative may direct from time to time; and
 - (ii) the Contractor shall carry out the Services in accordance with all requirements and specifications set out in the Contract, including without limitation Schedules 3 and 4, the Plans and the Patrol Programme. The Contractor shall not vary or amend any such specifications or requirements including the Plans and the Patrol Programme which are currently in force, without the prior written approval of the Government Representative.
- (d) Notwithstanding the foregoing, from time to time, the Government Representative shall be entitled to vary the deployment of any of the Security Staff and frequency, order, priority, time and methods for carrying out the Services as the Government Representative may consider expedient so to do.

9. Performance

- (a) The Contractor shall not allow any one of his Security Staff to work more than one Work Shift in any one 24 hour period of the Contract Period which means the time gap between

any two consecutive Work Shifts undertaken by a Security Staff shall not be less than 16 hours.

- (b) The Contractor shall ensure that all his Security Staff do not smoke, sleep, consume alcoholic drink, listen to radio and will refrain from any other malpractices while they are performing the Services.
- (c) The Contractor shall ensure that all his Security Staff maintain the highest standard of discipline, courtesy, behaviour and consideration in performing the Services.
- (d) The Contractor and its Security Staff shall deal promptly and courteously with the Inspecting Officer, the general public and all others with whom they may have contact in performing the Services under the Contract.
- (e) The Security Manager shall be responsible for the overall supervision of the performance of the Security Staff and he shall make surprise checking to the Park as frequent as possible and to record his findings on a record book for the purpose.

10. Site Record and Report

- (a) The Contractor shall maintain a day-to-day attendance record of his Security Staff showing in detail the number of Security Staff who are on duty together with their names, identity card numbers, posts, hours on duty, arrival time and departure times which information shall either be recorded by electric time recording equipment to be supplied by the Government or manually under the supervision of the Supervisor, as determined by the Government Representative in his absolute discretion. Such records shall be readily made available for the inspection of the Government Representative upon demand.
- (b) The Contractor shall maintain an event record book for record of events happened in each Work Shift containing details including (i) details of each patrol and supervisory visits (ii) details of all incidents, emergencies, damages, disturbances and the like; and (c) any other information as requested by the Authorised Officer. Such record book shall be readily made available for the inspection of the Government Representative upon demand.
- (c) The Contractor shall provide any other information and documentation as may be requested by the Government Representative relating to the provision of the Services.
- (d) 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.
- (e) The Government Representative may prescribe the form of the Contractor's reports, records and schedules required under Clauses 10(a) and 10(b) hereof.

11. Contractor's Employees or Agents

- (a) The Contractor shall be responsible for the good conduct of his employees or agents while they are performing the Services under the Contract and shall ensure that they behave accordingly. The Contractor shall ensure that his employees engaged in the provision of the Services are fit for their tasks.
- (b) The Government Representative shall be entitled to request, based on medical, security or disciplinary grounds and/or based on the Government's dissatisfaction with the performance of the relevant Security Staff, the removal and replacement of any of the Security Staff.
- (c) The Contractor shall replace any employee or agent so removed as soon as possible by a competent substitute meeting the requirements specified in the Contract.
- (d) The Government shall in no circumstances be liable either to the Contractor or to his employees or agents in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Government from and against any claim made by such employees or agents.

12. Contractor's Personnel

- (a) The Contractor shall not employ any staff of known bad character, disorderly conduct or violent character. Any breach of this requirement shall be deemed to be the default, neglect or omission of the Contractor.
- (b) In compliance with Clause 12(a) hereof, the Contractor shall make diligent efforts to scrutinise the background of the potential employees before employing them to perform the tasks required.
- (c) The Government Representative shall be entitled to refuse admission to or evict from any premises or any part thereof occupied by the Government any person employed by the Contractor (including but not limited to staff failing to wear the approved uniform and name badge), whose presence will, in the opinion of the Government Representative, be undesirable. The Contractor shall immediately provide acceptable and competent substitute Security Staff to continue the performance of the Services under the Contract.

13. Personnel Records

- (a) It is the responsibility of the Contractor to seek permission and consent from his employees and agents engaged to release and provide their personal data, records and photographs to the Government Representative pursuant to any applicable provision of the Tender Document or Contract.
- (b) The Contractor shall maintain proper current and accurate records of all staff employed by the Contractor under the Contract, and such records shall include the names and photographs of such persons, their grades, posts, sex, identity card number, age, training, the time sheet showing their attendance and their wage books.
- (c) The Contractor shall maintain proper records of all staff employed by the Contractor under the Contract. Such records, including the relevant qualifications, shall be produced to the Government Representative on demand.
- (d) The Contractor shall enter into written employment agreement with his employees (except temporary leave relief employees) in a form set out in **Annex F** which shall stipulate the employment period, the rest day arrangements, (namely number of paid rest day per week, the number of paid statutory holiday per year, the number of paid annual leave per year), the maximum working hours for each working day, the maximum number of working days per month, the monthly wages payable (each particular in consistent with the particulars set out in Schedule 3 and other parts of the Contract (where applicable)) and a provision that the parties to the agreement shall consent to the production of the agreement and all documents relating to the employment thereunder to the Government Representative and to the Labour Department for law enforcement purpose upon request.
- (e) The Contractor shall inform his employees of the minimum wages as committed in the Tender Document by the Contractor.
- (f) The Contractor shall within 3 weeks after commencement of the Contract Period provide to the Government Representative a copy each of the signed employment contracts referred to in Clause 13(d) entered into between the Contractor and the Security Staff for Government's record, and shall provide such other documentary evidence as may from time to time requested by the Government to ensure Clauses 13 and 16 have been complied with. In the event of any subsequent employment of a Security Staff whether in replacement of an outgoing Security Staff or as an addition, the Contractor shall within 1 week after such employment, provide to the Government a copy of the signed employment to be entered into in compliance with Clause 13(d).
- (g) The Contractor shall not amend or vary any term of the employment agreement executed under Clause 13(d) hereof except with the prior approval of the Government.
- (h) The Contractor shall keep proper record of the written employment agreement including any amendments, variation or cancellation and the payment to staff. The methods of autopay or issue of cheque for payment of wages shall be adopted for proper record keeping purpose unless the employee exercises his right to demand payment in legal tender in which event the Contractor shall obtain official receipt from the relevant employee.

14. Failure to meet Performance Requirements and Standards

- (a) At any time during the Contract Period, the Inspecting Officer 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. The Inspecting Officer shall be entitled to interview any member of the Contractor's employees, sub-contractor or agents and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) Where the Inspecting Officer is satisfied that in any particular case the Services provided by the Contractor has failed to meet the standards required under the Contract, or the Contractor has failed to provide Security Staff in accordance with Clause 11 hereof, it shall be entitled to instruct the Contractor either verbally or in writing to remedy/rectify the failure in order to comply fully therewith within such period as it in its absolute decision may determine, but such period should in no case be later than twenty-four (24) hours after giving such instructions to the Contractor.
- (c) If the Contractor fails to comply with the instruction of the Inspecting Officer issued either verbally or in writing under Clause 14(b) hereof, the Government Representative may terminate the Contract in accordance with Clause 22 of the General Conditions of Contract.
- (d) Without prejudice to any other rights or remedies, the Government Representative shall be entitled to withhold any payment to the Contractor until the Services have been performed to the satisfaction of the Government Representative and in strict accordance with the terms and conditions of the Contract and until all costs and expenses which may be incurred in accordance with Clauses 14(e) hereof has been recovered.
- (e) If the Contractor fails to provide any of the Services or fails to provide the Services to the satisfaction of the Government Representative, the Government shall be entitled to have such Services carried out by its own resources or by other contractors and to recover any loss, damages, claims or any liability that may be incurred by the Government and may deduct the same from any money due or becoming due to the Contractor under this or other contract with the Government.
- (f) The Government Representative or the Inspecting Officer shall be the sole judge in determining whether or not a particular standard of service/performance has been achieved whose determination shall be binding on the Contractor in the absence of manifest error.

15. Sanction against Committing of Offences under Employment Ordinance and Immigration Ordinance

If the Contractor is convicted of an offence under the Employment Ordinance (Cap. 57) arising from the performance of this Contract or other Government contracts or is convicted of an offence under the Immigration Ordinance (Cap. 115) for employing a person who is not lawfully employable to perform under this Contract or other Government contracts, such conviction(s) will constitute a sufficient ground for the Government Representative to suspend the Contractor from tendering for AFCD's contracts or other Government contracts in future. The duration of suspension will depend on the seriousness of the offence(s) and other relevant considerations in connection with the performance of this Contract.

16. Contractual Term for Security Staff

- (a) The Contractor shall pay monthly wages to the Security Staff in the amount not less than those respectively specified in Schedule 3 for Security Guards and Supervisors on the basis of eight (8) net working hours per day (excluding meal time and rest time) and twenty-six (26) working days per month. For the avoidance of doubt, the monthly wages for a Security Staff with working hours deviating from the referenced eight (8) net working hours per day and twenty-six (26) working days per month shall be determined on a pro rata basis.

- (b) The Contractor undertakes and warrants that it will pay each Security Staff the wages specified in Clause 16(a) above at the time and in the manner so agreed between the Contractor and the Security Staff under the employment contracts referred to in Clause 13(d).
- (c) The Contractor shall ensure and procure that any contract with its sub-contractor shall contain a contractual term to the same effect as Clause 13(d) and (e) and Clause 16(a) and (b) hereof.
- (d) If the Contractor is in breach of Clause 13(d) or (e), or Clause 16(a) or (b) or (c) hereof, the Government Representative shall be entitled to issue a Notice of Default in Employment Commitment to the Contractor and other government departments.
- (e) Each default notice issued in accordance with Clause 16(d) hereof shall attract one demerit point. The Government will take into account the demerit points entered against the Contractor in tender evaluation of the Contractor's bids for service contracts that rely heavily on the deployment of non-skilled workmen and may result in the Contractor failing the tender assessment. Should the Contractor be found to have made any other breaches of the employment contracts referred to in Clause 13(d) other than those mentioned in Clause 16(d) above, the Government may issue default notices which may be taken into account by the Government when the Contractor bids for other Government contracts in future.

17. Passes

- (a) The Government Representative may issue passes to the Contractor for the admission of its vehicles, employees or agents to the Government premises. Any person who fails to show such a pass on demand may be refused admission to the premises or any part thereof by the Government, as the case may be.
- (b) The Contractor shall submit a list of the names and identity card numbers of all its employees or agents and copies of vehicle registration document of all vehicles requiring passes together with two (2) photographs of each person and shall prove to the satisfaction of the Government their bona fide identities.
- (c) Any pass so issued shall be returned to the Government Representative on demand or upon termination of the Contract, or cessation of the bearer's employment with the Contractor, or cessation of the use of the vehicles for the performance of the Services, as the case may be.
- (d) The Contractor shall on demand deposit with the Government Representative the sum of one hundred Hong Kong dollars (HK\$100) for each pass issued which sum shall be refunded without interest upon the return of the pass to the Government Representative.

18. Contract Deposit

- (a) (i) The Contractor shall deposit with the Government within fourteen (14) days from the date of acceptance of the offer, a Contract Deposit in an amount equal to 2% or 5% of the Estimated Contract Sum, depending if Clause 14(f) or (h) of the Terms of Tender applies, in cash, as continuous security for the due and faithful performance of the Contract.
 - (ii) Should the Contractor fail to pay the required deposit by the due day aforesaid, the government shall immediately thereupon be at liberty to terminate the Contract by notice in writing to the Contractor without prejudice to any claims that the Government has or may have in respect of any loss, damages, claims or any liability that may be incurred by the Government as a result of the Contractor's default of this Clause.
- (b) The Government shall (without prejudice to any other rights and remedies of the Government) have the right to deduct from the Contract Deposit the amount of any and all costs, losses, damages or expenses suffered by the Government as the direct or indirect result of any breach of the Contract by the Contractor with or without the Contract being determined.
- (c) If any deduction shall be made by the Government from the Contract Deposit during the

continuance of the Contract, the Contractor shall, within fourteen (14) days of such deduction, deposit a further cash sum 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.

- (d) Upon the expiry or sooner determination of the Contract, the Government will return to the Contractor without interest the balance of the Contract Deposit after having deducted therefrom any sum due from the Contractor to the Government and when all the Contractor's obligations have been observed and complied with to the satisfaction of the Government Representative.
- (e) The application of the Contract Deposit as aforesaid shall be without prejudice to the right of the Government to recover from the Contractor any losses, damages, claims or any liability that may be incurred by the Government that exceed the sum of the Contract Deposit.

19. Deduction

The Government reserves the right to make a deduction in the amount specified in the right column below from a Monthly Payment payable in respect of a Month on the occurrence of an event in that Month specified in the left column below as and for liquidated damages and not as a penalty. Multiple occurrences entitle the Government to make multiple deductions without limit.

For the Shortfall of each	Amount of Deduction(HK\$)
(a) Security Guard	\$53 / hour
(b) Security Supervisor	\$68 / hour

20. Monies or Valuables Found

All monies or other items of value found by the Contractor's employees and agents during the performance of the Services at any place shall be handed to the Government Representative as soon as possible and a written receipt obtained therefore.

21. Addition/Deletion of Security Staff

There may be addition or deletion of Security Staff including equipment (if required) by the management of the Park during the Contract Period and should such changes arise, the Contractor will be notified to provide or suspend the services including equipment (if required) accordingly and the Monthly Payment shall be adjusted in accordance with the rates shown in Schedule 2.

22. Relationship of the Parties

- (a) Nothing herein shall be construed as in any way constituting a partnership, agency or joint venture between Government and the Contractor and neither party shall (without the consent in writing of the other) commit the other to any obligation whatsoever.
- (b) The Contractor enters into this Contract with Government as an independent contractor only and shall at all times remain as an independent contractor throughout the Contract Period.
- (c) For the avoidance of doubt, the Contractor shall not represent itself as an employer, employee, agent or servant of Government.
- (d) The Contractor shall declare to all its employees and agents the provisions of this Clause.
- (e) For the avoidance of doubt, the control of, and the power to manage, the Park rests at all times with the Government Representative and the Government Representative does not and will not surrender such control or delegate such power to the Contractor. The Contractor is appointed as an independent contractor to provide the Services only. Nothing herein shall be construed to confer on the Contractor any control of, or power to operate or manage, the Park.

23. Arrangement during Epidemic Illness

In the event of an out-break of any disease or epidemic, the Contractor shall comply with all

such orders, arrangements or regulations as may be issued or imposed by the Government of the Hong Kong Special Administrative Region with a view to stamping out the same. The Contractor shall comply with any instructions issued by the Government of the Hong Kong Special Administrative Region regarding measures to be adopted to prevent or control diseases of any kind.

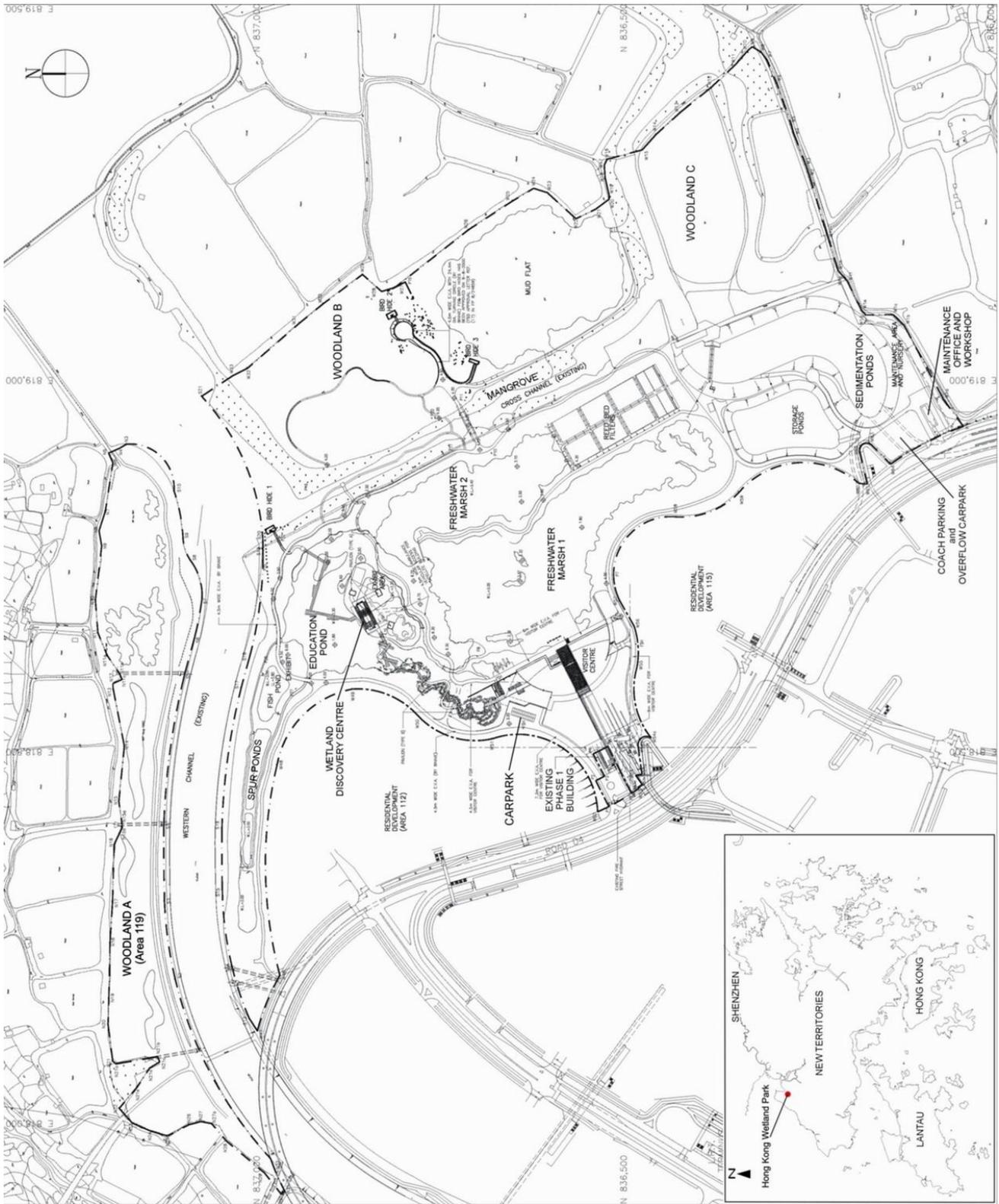
24. Disputes

Without prejudice to Clause 15 of the General Conditions of Contract, if disputes arises between any officer of the Agriculture, Fisheries and Conservation Department 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 (in the absence of manifest error).

SCHEDULES**CONTENT**

Schedule 1	Site Plan of the Park and Layout Plan of Visitor Centre
Schedule 2	Rates for Provision of Services
Schedule 3	Staffing Requirements and Monthly Wage Proposals for Security Staff
Schedule 4	Work Schedule and Performance Requirements
Schedule 5	Tenderer's Declaration of Conviction of Offences under the Employment Ordinance, Employees' Compensation Ordinance, Mandatory Provident Fund Schemes Ordinance, Immigration Ordinance or Other Relevant Legislation Relating to Staff/Security Guard Employment
Schedule 6	Management Plan, Work Plan, Contingency Plan, Quality Assurance Plan and Transition Plan
Schedule 7	Details of the Bank Account for Payment of Monthly Fee

Schedule 1 Site Plan of the Park



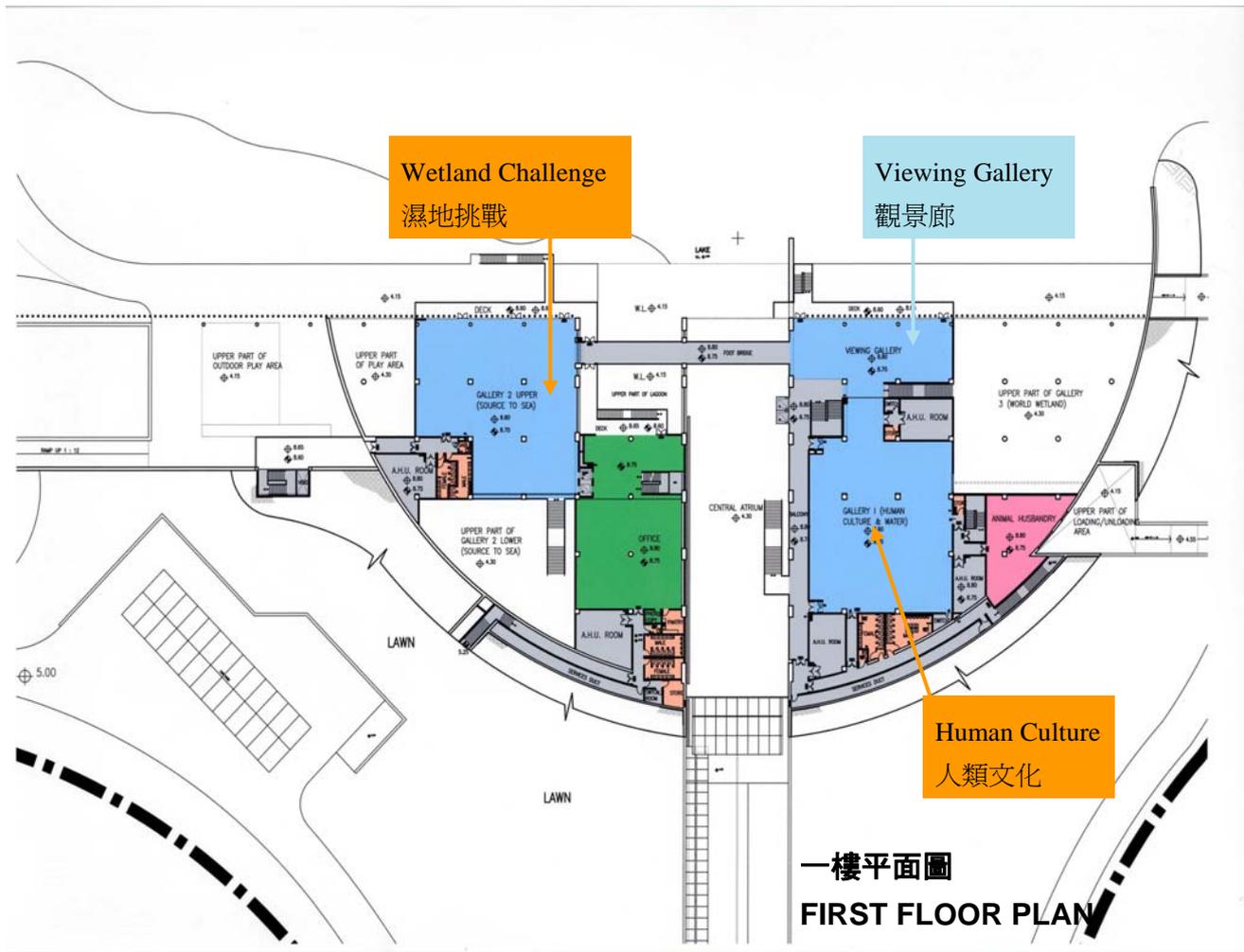
Schedule 1

Layout Plan of Visitor Centre(Ground Floor)



Schedule 1

Layout Plan of Visitor Centre (First Floor)



Schedule 2

Rates for Provision of Services

1. 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 Schedule 3 shall be as follows:

No. of Months in the Contract Period: 24 months

	Period	Monthly Fees (HK\$ per month)	Total fees for the period (HK\$)
(i)	Monthly Payment for each of the Monthly Period falling within summer seasons form May 2009 to September 2009 (5 months)		
(ii)	Monthly Payment for each of the Monthly Period falling within summer seasons form May 2010 to Sep 2010 (5 months)		
(iii)	Monthly Payment for each of the Monthly Period falling within winter season from Oct 2009 to Apr 2010 (7 months)		
(iv)	Monthly Payment for each of the Monthly Period falling within winter season from Oct 2010 to Apr 2011 (7 months):		
<u>Total Amount payable over the 24-month Contract Period:</u>			

If there is an addition to or reduction of the number of Guards to be provided, (in the case of reduction, without prejudice to Clause 19 of the Special Conditions of Contract), the amount to be added to the Monthly Payment shall be calculated according to the rates quoted in Part 2 below for a Security Supervisor or a Security Guard, as the case may be. Hence the above quoted amount of Monthly Payment is for reference only, and may not be the actual amount payable depending on (a) whether or not the Contractor has complied in full all requirements and specifications for the Services set out in the Contract including without limitation the staff requirements and the duty hours' requirements set out in Schedule 3; and (b) whether or not the Government may exercise any of its powers under the Contract to require an addition or reduction to the number of Guards to be provided.

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

Name of person authorised to sign tender for and on behalf of the Tenderer : _____

Name of Tenderer in Chinese and English : _____

Address of the Registered Office of Tenderer : _____

Correspondence address of Tenderer (if different from above) : _____

Name of Contact person: _____

Tel No. : _____

Fax No.: _____

Date : _____

Schedule 2
Rates for Provision of the Services

2. Unit Rates for Guards:

Description	Unit		Unit Rate (\$)
(a) A Security Supervisor	per hour		
	per 4-hour shift		
	per 8-hour shift		
	per month (8-hour shift per day)		
(b) A Security Guard	per hour		
	per 4-hour shift		
	per 8-hour shift		
	per month (8-hour shift per day)		

Note : The unit rate shall be used for calculation of an addition or reduction of the number Guards to those specified in Schedule 3 if and when required by the Government Representative in exercise of its powers under the Contract or otherwise for the purposes of Clause 19 of the Special Conditions of Contract.

***Remarks : The Contractor shall be responsible for all costs and expenses 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. Under no circumstances whatsoever shall the Government make any payment to the Contractor for the Services performed in a Month other than the Monthly Payment for that Month at the rates stated above.**

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

Name of person authorised to sign
tender for and on behalf of the
Tenderer :

Name of Tenderer in Chinese and
English :

Address of the Registered Office of
Tenderer :

Correspondence address of Tenderer
(if different from above) :

Name of Contact person:

Tel No. : _____ Fax No.: _____ Date : _____

Schedule 3

Staffing Requirements and Monthly Wage Proposals for Security Staff

Staffing Requirements and Duty Hours		
Duty Hours (see Note 1)	Meal break (Note 1)	No. of Security Staff (see Notes 1 & 2)
<u>Shift A:</u> 0700 hrs. to 1500 hrs. (Mondays to Sundays)	30 min. (by rotation)	6 Security Guards and 1 Supervisor
<u>Shift B:</u> 1500 hrs. to 2300 hrs. (Mondays to Sundays)	30 min. (by rotation)	6 Security Guards and 1 Supervisor
<u>Shift C:</u> 2300 hrs. to 0700 hrs. on the following day (Mondays to Sundays)	30 min. (by rotation)	4 Security Guards
<u>Shift D:</u> 0930 hrs. to 1730 hrs. (Mondays, Wednesdays, Thursdays and Fridays)	30 min. (by rotation)	16 Security Guards
<u>Shift E:</u> 0930 hrs. to 1730 hrs. (Saturdays, Sundays and Public Holidays)	30 min. (by rotation)	<u>Summer Season</u> (May 2009-Sep 2009 & May 2010-Sep 2010): 20 Security Guards
		<u>Winter Season</u> (Oct 2009-Apr 2010 & Oct 2010-Apr 2011): 26 Security Guards

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

Name of person authorised to sign tender for and
on behalf of the Tenderer : _____

Name of Tenderer in Chinese and
English : _____

Address of the Registered Office of
Tenderer _____

Correspondence address of Tenderer (if
different from above) _____

Name of Contact person: _____

Tel No. : _____ Fax No.: _____ Date : _____

Schedule 3

Staffing Requirements and Monthly Wage Proposals for Security Staff

Type of Staff	Proposed Monthly Wages (See Notes 3 & 4)	Proposed no. of paid rest day per week	Proposed no. of paid statutory holidays per year	Proposed no. of paid annual leave per year
Security Guard	For Shift A or B or C: HK\$ 6,635 based on an hourly wages of HK\$ 31.9 or a higher amount of HK\$ _____ based on an hourly wages of HK\$ _____.			
	For Shift D or E: An amount equal to the total number of working hours in each month for such shift. based on an hourly wages of HK\$31.9 or a higher amount of : HK\$ _____ based on an hourly wages of HK\$ _____.			
Supervisor	For Shift A or B: HK\$ _____ based on an hourly wages of HK\$ _____.			

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

Name of person authorised to sign tender for and on behalf of the Tenderer : _____

Name of Tenderer in Chinese and English : _____

Address of the Registered Office of Tenderer _____

Correspondence address of Tenderer (if different from above) _____

Name of Contact person: _____

Tel No. : _____

Fax No.: _____

Date : _____

Schedule 3**Staffing Requirements and Monthly Wage Proposals for Security Staff**

Note 1 : The successful Tenderer will be required to comply with the Work Shifts and Security Staff allocation requirements set out in this Schedule, allocation of the requisite number of Security Staff to work on the respective Work Shifts of such hours specified above.

- For Shift A, B & C, Security Staff shall work on Mondays to Sundays including Public Holidays, Park's closure days and the First & Second Days of Lunar New Year.
- For Shift D, Security Staff shall work on Mondays, Wednesdays, Thursdays and Fridays.
- For **Shift E**, Security Staff shall work on Saturdays, Sundays and Public Holidays and the First & Second Days of Lunar New Year. The manpower requirement of this shift varies in summer and winter seasons. 20 guards are required during the summer season from 1.5.2009 to 30.9.2009 and from 1.5.2010 to 30.9.2011 whereas 26 guards are required for the winter season from 1.10.2009 to 30.4.2010 and from 1.10.2010 to 30.4.2011.
- The Hong Kong Wetland Park is closed on every Tuesday. If the closure day (Tuesday) is Public Holiday, the Park remains open and the manpower requirement is the same as that of Public Holidays.
- Guards on shift of no less than 8 hours will by arrangement allow for meal during their working hours if a meal break cannot be arranged due to operational needs, while not interrupting the provision of Services.
- When the black rainstorm warning is hoisted during the non-opening hours; or when typhoon signal No. 8 or above is valid, the Contractor should provide/maintain on site eight(8) Security Guards for emergency / security duties. No surcharge or additional transportation fees will be paid to the Contractor.

In addition, Tenderers' attention is drawn to Clause 9(a) of the Special Conditions of Contract in Part 3 regarding the permissible maximum working hours for each Security Staff.

Note 2 : Apart from the Security Staff requirement, the Contractor shall provide at its own costs a Security Manager as specified in Clause 5(g) of the Special Conditions of Contract in Part 3. No additional charges shall be payable by the Government for the appointment of such Security Manager.

Note 3 : Tenderers should note that the proposed monthly wage shall be on the basis of eight (8) working hours (excluding rest time and meal time) per day and twenty-six (26) working days per month. Tenderers' attention is also drawn to Clause 16 of the Special Conditions of Contract in Part 3 concerning the wages level for Security Staff.

Note 4 : Tenderers should note the mandatory requirement that the monthly wages of a Security Guard to be employed to perform the Services should not be less than \$6,635 on the basis of 8 working hours (excluding rest time and meal time) per day and 26 working days per month ("Mandatory Minimum Wages"). A Tenderer may propose a higher monthly wages than the Mandatory Minimum Wages in the absence of which proposal or if the proposal does not amount to a higher amount, a Tenderer shall be deemed to have proposed the Mandatory Minimum Wages. Any proposal to the contrary will either be ignored or disregarded, or will entitle the Government to disqualify the tender, as the Government considers appropriate. The Mandatory Minimum Wages are derived from the latest Census and Statistics Department's Quarterly Report of Wage and Payroll Statistics – September 2008. In case the monthly wages or the equivalent wage rates offered by the Tenderers for their employees are less than the amount published in the related Quarterly Report as specified in the tender document, it would be deemed that the Tenderers would be in compliance with the mandatory wages or the equivalent wage rate as specified by the department in the tender document.

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

Name of person authorised to sign tender for and on behalf of the
Tenderer :

Name of Tenderer in Chinese and English :

Address of the Registered Office of Tenderer

Correspondence address of Tenderer (if different from above)

Name of Contact person:

Tel No. : _____

Fax No.: _____

Date : _____

Schedule 4

Work Schedule and Performance Requirements

(References herein to locations of the Park may be identified in the site plan of the Park set out in Schedule 1, failing which shall be as stipulated by the Government Representative from time to time whose stipulation shall be conclusive.)

The Contractor shall provide qualified Security Staff and equipments at its own cost to discharge the following duties at the Park. Detailed requirements on manpower and equipment are listed as the table below:

Shift	Duty Hours (8 Hours Shift)	No. of Guards Required	No. of Walkie-talkie (with earphone) Required	No. of Electronic Watchman Patrol System Required	Meal Arrangement	Net working hours
A	0700-1500 hr (Monday to Sunday incl. Public Holidays, the Park's closing day, and the first 2 days of Lunar New Year)	6 Guards & 1 Supervisor	6 Sets	3 Sets	30 minutes (by rotation)	8
B	1500-2300 hr (Monday to Sunday incl. Public Holidays, the Park's closing day, and the first 2 days of Lunar New Year)	6 Guards & 1 Supervisor	6 Sets	3 Sets	30 minutes (by rotation)	8
C	2300-0700 hr (Monday to Sunday incl. Public Holidays, the Park's closing day, and the first 2 days of Lunar New Year)	4 Guards	4 Sets	2 Sets	30 minutes (by rotation)	8
D	0930-1730 hr (Monday, Wednesday, Thursday, and Friday)	16 Guards	16 Sets	-	30 minutes (by rotation)	8
E	0930-1730 hr (Saturday, Sunday, Public Holidays and the first 2 days of Lunar New Year)	20 Guards# <hr/> 26 Guards*	20 Sets# <hr/> 26 Sets*	-	30 minutes (by rotation)	8

Remarks: "#" - requirement for the period of May 2009 – Sep 2009 and May 2010 – Sep 2010 (Summer Season)
 "*" - requirement for the period of Oct 2009 – Apr 2010 and Oct 2010 – Apr 2011 (Winter Season)

1. **Patrolling of the Park and Requirement of Electronic Watchman Patrol System**

- 1.1 Patrolling of all areas within the boundary of the Park, including but not limited to the Visitor Centre, the Ticket Office, the Maintenance Office, car park, footpaths, driveways, all outdoor exhibition areas, bird hides, boardwalks, sign posts, and the boundary fence of the Park. The exact patrol routing, locations of check points and frequencies of patrol will be determined by the Park Management and subject to change from time to time.
- 1.2 The Security Guards shall carry out patrols on foot and/or on bicycle if necessary and applicable or otherwise determined by the Government Representative. Each Security Guard on patrol duty shall carry electronic watchman patrol equipment to be approved by the Government Representative to record the patrols at various checkpoints as agreed and approved by the Government Representative. Each Security Guard on the same shift shall have his/her individual watchman patrol system and shall not share with others.
- 1.3 All the monitoring, patrolling equipment and check point accessories including but not limited to bicycle, electronic watchman patrol equipment and electric torch shall be provided at the Contractor's expenses.
- 1.4 Contractor shall provide, install and maintain in good working order at the Park at no extra cost to the Government Representative throughout the Service Period three (3) sets of

electronic watchman patrol system with patrol tour recorder, data chips safely and securely fixed at check points and time printers for not more than forty (40) check points for the Guards on patrol duty at the Park with specifications as set out at below. The Contractor shall print and provide the daily clocking/patrol time sheet record before 1,000 hours to the Park Management for retention. The electronic watchman patrol system shall have the following features: -

- electronic operated, with record system;
- the recorder should be tamper-proof;
- complicated design of patrol tour recorder & data chips, hence, no possibility of faking;
- with clear imprint on record tape to indicate information of station number, date, time, hour and minute of each clocking and missed clocking in English and Chinese;
- with special marking to indicate each occasion of locking and unlocking;
- password controlled; and
- automatic downloading capability for reading and printing data in English and Chinese.

The Contractors are requested to specify the model and type of the system and submit catalogue of the electronic watchman patrol system to be used for Park Management's consideration during tender submission.

- 1.5 The Contractor must ensure that the electronic watchman patrol system and/or the time printers shall function properly. If there is any breakdown of the electronic watchman patrol system and/or the time printers, the Contractor must report the defects to the Government Representative and provide an appropriate replacement immediately. Unless otherwise approved by the Government Representative, the Contractor shall complete the repair work within twenty-four (24) hours.

2. **Manning of Security Control Room and Security Posts**

- 2.1 The Contractor shall provide Security Staff to man the Security Control Room on the Work Shifts as specified in Schedule 3 on a 24-hour round the clock service, provided that:
- (a) at least one Security Supervisor shall man the Security Control Room during opening hours of the Park to supervise and coordinate all security services at the Park; and
 - (b) at least one Security Guard shall man the Security Control Room to conduct security surveillance with CCTV for each Work Shift, leading to a constant manning of the Security Control Room on a 24 hour basis throughout the Contract Period and provide emergency responses when necessary. The Contractor shall provide 24-hour emergency support to the Security Staff manning the Security Control Room outside Park's opening hours.
- 2.2 The Security Guards are also required to man three security posts inside the Park. The Security Guards manning the security posts shall provide gate control service and car-park management service during the opening hours of the Park.

3. **Gates Control**

- 3.1 The Security Guards shall carry out gate control services including:
- (a) Entry control of visitor
The Security Guards shall stop any person from entering the Park without permits. For permit holders, the Security Staff shall record their entry onto the log book provided by the Contractor. Holders of admission tickets shall be directed to enter the Visitor Centre through the main entrance. Crowd control at Park's Main Entrance and other part of the Park when necessary.

- (b) Entry control of vehicles
The Security Guards manning the security posts at the entrance of the car park at the Visitor Centre and the overflow car park near the Maintenance Office shall stop any vehicles from entering the Park without permits.

4. Gates Locking and Opening

- 4.1 The Security Guards shall open the gates at the main entrance, subway entrance, galleries in the Visitor Centre, Wetland Discovery Centre, bird hides and other doors to prepare for the opening of the Park to the public.
- 4.2 Security Guards shall ensure all emergency doors remain in good order.
- 4.3 Security Guards shall check to ensure that no visitor remains in the Park after the opening hours.
- 4.4 Security Guards shall lock all the doors and gates of the Park as specified by the Government Representative after the opening hours.

5. Traffic Control and Car Park Management

- 5.1 The Security Guards shall provide traffic control service at the main entrance, loading and unloading area and the entrance of car park at the Visitor Centre and the Maintenance Office during the opening hours of the Park.
- 5.2 The Contractor shall provide reflective vests to Security Guards responsible for traffic control service to ensure their safety.
- 5.3 The Security Guards shall provide car park management and operation of at car park of HKWP including:
- Control of entry to car parks;
 - Recording the duration of parking;
 - Issuing and collecting the parking ticket;
 - Maintaining parking order in the car park;
 - Collecting parking coupons from coach drivers;
 - Collecting parking fees outside operating hours of Ticket office; and
 - Handling unauthorised parking.

6. Monitoring and Operation of CCTV System

- 6.1 The Contractor shall provide at least one Security Guard on 24-hour service to operate and control all security surveillance equipment including but not limited to the CCTV and alarms installed in the Park.
- 6.2 The Security Guards shall attend to and report on any alarm or emergency and to carry out initial investigation/ checking once arrived at scene.

7. Assisting Law-Enforcement at the Park

- 7.1 The Security Guards are empowered by the AFCD to request any person without the permit in writing granted by the AFCD to leave a specified zone in the Park outside the opening hours of the zone, or to leave a specified zone that has been closed.
- 7.2 The Security Guards shall stop and immediately report to Security Supervisors on any

suspected illegal activities including but not limited to disturbing wild animals and plants, lighting of fire, pollution of water, tampering with the Park and any other activity prohibited by the Country Parks and Special Areas Regulations (Cap. 208A). The Security Supervisors shall report the activities to the Authorised Officer if necessary.

- 7.3 The Security Staff might be asked to act as witness for prosecutions in relation to sub-Clauses 7.1 and 7.2.

8. **Responding to Emergency and Security-Related Incidents**

- 8.1 The Security Staff shall ensure that all fire resisting doors and emergency exits are kept closed at all times and that fire-fighting equipment is in the designated locations. In the event of fire, to inform the Fire Services Department within ten minutes from the discovery of the fire and, if the fire is a major outbreak, shall alert all occupants of the Park. Before the arrival of the firemen, the Security Staff shall endeavour (only when situation allows and the action would not post any risk to him/her) to fight and prevent the spread of fire with fire-fighting equipment installed. The Security Staff shall take necessary precautions against any risk to himself/herself before attempting to fight and prevent the spread of fire.
- 8.2 The Security Staff shall report all suspected criminal offences including but not limited to burglary and arson to the Hong Kong Police Force within ten minutes from the discovery of the incident.
- 8.3 The Security Staff shall report to the Authorised Officer immediately on all instances of loss of personal property and damage found in the Park. If any damage is known to have been caused by any person, including any visitor to the Park, the Security Staff shall, if possible, obtain all particulars of the persons causing the damage and assist the Authorised Officer in further investigation.
- 8.4 When necessary, the Security Staff may be requested by the Authorised Officer to handle security issues in the Park related to visitors such as crowd control.

Schedule 5

Tenderer's Declaration of Conviction of Offences under the Employment Ordinance, Employee's Compensation Ordinance, Mandatory Provident Fund Schemes Ordinance, Immigration Ordinance or Other Relevant Legislation Relating to Staff Employment

Tenderer/The shareholder of the Tenderer ("Declarant") shall declare the following –

If it has any record of conviction of any offences under the Employment Ordinance, Employee's Compensation Ordinance, Mandatory Provident Fund Schemes Ordinance, Immigration Ordinance or Section 89 of the Criminal Procedure Ordinance during the period from 1 May 2006 up to the month preceding the Tender Closing Date :

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

If yes, please complete the following table:

Date of Offence	Location of Offence	Date of Conviction	Regulation Breached	Result
<i>(Use separate sheets if required)</i>				

- (i) We hereby declare that all information given above and any additional sheets attached hereto are correct.
- (ii) To whom it may concerns, we hereby consent to the release or the provision to the Director of Agriculture, Fisheries and Conservation or his authorised officer of all information relating to our conviction, if any, under the aforesaid ordinances and hereby authorise the Director of Agriculture, Fisheries and Conservation or his authorised officer to obtain such information from any person in possession of it for the purposes of assessment of our tender in this tendering exercise and subsequent management of the Contract.

Notes: The Tenderer shall submit with this Schedule 5 a statement of either all convictions under the Employment Ordinance, and/or Employees' Compensation Ordinance, the Immigration Ordinance, Criminal Procedure Ordinance, Mandatory Provident Fund Schemes Ordinance and the dates of all such convictions during the 12-month period prior to the Tender Closing Date or a statement of "no conviction". The convictions will be counted irrespective of whether they are obtained in respect of a government or private contract and irrespective of the type of services offered under the contract. The statement shall be submitted in respect of the Tenderer, each company participating in the partnership or unincorporated joint venture, or each company holding the share of the incorporated joint venture, as applicable. The statement shall be certified by an authorized person of the Tenderer who is duly authorized by the Tenderer to execute contracts with the Government. Tenderer's convictions of the relevant offence will be considered in the tender evaluation unless such conviction has been quashed by a higher court before the tender evaluation is considered. If the Tenderer which has been awarded the Contract is found to have made false declaration or untruthful revelation in, including but not

limited to, its record of convictions of offences under the Employment Ordinance, Employees' Compensation Ordinance, Immigration Ordinance, Criminal Procedure Ordinance and Mandatory Provident Fund Schemes Ordinance, the Government may without prejudice to any other rights which it has or may have, terminate forthwith the Contract.

Signed by an authorised signatory for and on behalf of
the Declarant: _____

Name of person authorised to sign tender for and on
behalf of the Declarant : _____

Name of Declarant in Chinese and English : _____

Date: _____

Schedule 6**Management Plan, Work Plan, Contingency Plan,
Quality Assurance Plan and Transition Plan****Part A:**

Tenderers are required to provide in detail proposed management plan, work plan, quality assurance plan, contingency plan and transition plan for this contract in Schedule 6. The plans are suggested to incorporate information outlines below. The submitted information will form part of the tender to be evaluated by the Government. Tenderers may also include other materials as appropriate to facilitate consideration of their offer by the Government.

(a) Management plan

- names, expertise and qualifications of its managerial and supervisory staff to this contract;
- the organization chart for this contract, including off-site management and on-site staff to be deployed by the Tenderer to this contract;
- details of responsibilities of the Contract Manager and other grades of staff;
- details of the staff pre-employment background checks procedures to be adopted;
- details of staff appearance and courtesy requirements;
- details of the training programmes for Tenderer's operational and supervisory staff for the performance of the Services;
- details of refresher training programme for staff who failed to observe discipline and/or duties;
- capability to provide sufficient relief workers to relieve those on leave (including rest days, holidays and leave);
- mechanism on checking staff attendance;
- mechanism on checking staff discipline and performance; and
- measures to ensure staff's compliance with safety regulations while performing duties.

(b) Work Plan

- details of provision and use, including brand, amount and location of application of equipment, materials, vehicles and tools, including the detailed specification of electronic watchman patrol system with equipment package and the provision of walkie-talkies with earphones. (Tenderers should state whether they have already acquired the equipment, materials and tools or they would procure new ones before commencement of the Services)
- the distribution of work for staff and deployment of staff and resources for completing the Services and meeting the performance requirement;
- the arrangement of leave relief to relieve those staff on leave or absence from duty;
- the daily / weekly / fortnightly / monthly work programmes and plans in a sampled month to meet the work schedules and performance requirements stated in Schedule 4; and
- the safety measures to be adopted in carrying out the Services.

(c) Contingency Plan

- the availability of additional resource during contingency or emergency situations, such as shortage or absence of staff or during or after typhoon;
- level of support and resource available at time of emergency with details on the number of workers that could be mobilised within a specified timeframe;
- details of risk management plan in case of sudden outbreak of incidents, such as breakdown of electricity supply, injury, epidemic illness or accident;
- the provision of emergency telephone number and complaint hotline; and
- the ability and arrangement for crowd control management for controlling an ad hoc crowd flow of more than 5,000 persons at short notice.

(d) Quality Assurance Plan

- the approach to ensure the performance quality;
- the mechanism for auditing the Contractor's quality systems and to determine the quality of Services provided to the Government;
- the approach to remedy performance default and to prevent the re-occurrence of the any sub-standard services; and
- the approach to work with Government Representative to resolve issues arising from the Contract.

(e) Transition Plan

- The transition plans should include the proposed arrangement during transition-in and transition-out periods:
 - (i) Transition-in: detailed arrangement, staff recruitment plan, asset management plan, work schedule; and,
 - (ii) Transition-out: work schedule, detailed arrangement, asset management plan and handover plan.

Schedule 6

**Management Plan, Work Plan, Contingency Plan,
Quality Assurance Plan and Transition Plan**

Part B:

1. Management Plan

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

Name of person authorised to sign tender for and on
behalf of the Tenderer :

Name of Tenderer in Chinese and English :

Date:

Schedule 6

**Management Plan, Work Plan, Contingency Plan,
Quality Assurance Plan and Transition Plan**

2. Work Plan

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

Name of person authorised to sign tender for and on
behalf of the Tenderer :

Name of Tenderer in Chinese and English :

Date:

Schedule 6

**Management Plan, Work Plan, Contingency Plan,
Quality Assurance Plan and Transition Plan**

3. Contingency Plan

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

Name of person authorised to sign tender for and on
behalf of the Tenderer : _____

Name of Tenderer in Chinese and English : _____

Date: _____

Schedule 6

**Management Plan, Work Plan, Contingency Plan,
Quality Assurance Plan and Transition Plan**

4. Quality Assurance Plan

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

Name of person authorised to sign tender for and on
behalf of the Tenderer :

Name of Tenderer in Chinese and English :

Date:

Schedule 6

**Management Plan, Work Plan, Contingency Plan,
Quality Assurance Plan and Transition Plan**

5. Transition Plan

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

Name of person authorised to sign tender for and on
behalf of the Tenderer :

Name of Tenderer in Chinese and English :

Date:

Schedule 7

Details of the Bank Account for Payment of Monthly Fee

1. Name of Bank : _____

2. Address of the Branch of the Bank with which the Account was opened : _____

3. Name of Account Holder : _____

4. Bank Account Number : _____

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

Name of person authorised to sign tender for and on behalf of the Tenderer : _____

Name of Tenderer in Chinese and English : _____

Date: _____