

Tender Ref.: AFCD/NP/02/24

**RESTRICTED (TENDER)**

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

**TENDER FORM**

**Tender for the Provision of Landscape Maintenance Services  
at the Long Valley Nature Park**

Tender Reference: **AFCD/NP/02/24**

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**LODGING OF TENDER**

This tender must be duly completed and signed in **TRIPLICATE** and enclosed in a sealed plain envelope marked "**Tender Reference: AFCD/NP/02/24 – Tender for the Provision of Landscape Maintenance Services at the Long Valley Nature Park**", addressed to the Chairman, Tender Opening Committee, Government Logistics Department and must be deposited in the Government Logistics Department Headquarters Tender Box situated on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before **12:00 noon on 19 September 2024** (Hong Kong time). **Late tenders will not be accepted.**

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Dated this <23<sup>rd</sup> day of August 2024>



( Alfred WONG )

for Director of Agriculture, Fisheries and Conservation  
Government Representative

## INTERPRETATION

In the documents issued by the Government in connection with this Invitation to Tender and the Contract that is made pursuant to this Invitation to Tender, unless otherwise defined or the context otherwise requires:

1.1 The following expressions bear the same meanings as set out below:

“Alternative Authentication Method” or “AAM”	means the use of an Identification Code for the submission of a Tender via the e-Tender Box in lieu of the use of a digital certificate;
“Assessment Criterion”	means an assessment criterion in the marking scheme specified in Annex B to the Terms of Tender for technical assessment of the Tenders received;
“Contract”	means the contract made between the Government and the Contractor for the supply of the Services on the terms and conditions set out in the Tender Documents, the Tender submitted by Contractor (to the extent accepted by the Government), the Memorandum of Acceptance issued by the Government to that Contractor, and the attachments to any of the above;
“Contract Deposit”	means the sum of money deposited by the Contractor by cheque, cashier’s order or in the form of banker’s guarantee referred to in Clause 10 of the Terms of Tender and Clause 17 of the Conditions of Contract;
“Contract Period”	means, subject to early termination or extension provided for in the Contract, the period specified in Clause 1 of the Conditions of Contract;
“Contractor”	means the Tenderer whose Tender is accepted by the Government;
“Contractor’s Employee”	means any one of the Staff and employees of the Contractor who is deployed by the Contractor to perform the Services under the Contract;
“Contract Venue”	means the areas as specified in Clauses 1.1 and 1.2 of the Service Specifications;
“Debarment Period”	means the period during which a Tenderer is debarred from tendering for any Non-skilled Worker Contract due to:

- (a) conviction of any of the Relevant Offences, as provided under Clause 1.1 of Annex A to the Terms of Tender; or
- (b) accumulation of three Demerit Points over a rolling period of 36 months, as provided under Clause 2.1 of Annex A to the Terms of Tender;

“Demerit Point”

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

- (a) wages;
- (b) holiday pay payable to Non-skilled Workers having been employed under a continuous contract for not less than one month;
- (c) wages at a rate of at least 150% for Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
- (d) daily maximum working hours;
- (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;
- (f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
- (g) gratuity payable to Non-skilled Workers as provided under Clause 11.1 or Clause 11.2 of the Conditions of Contract (where applicable);
- (h) gratuity payable to Supervisory Staff as provided under Clause 12.1 or Clause 12.2 of the Conditions of Contract (where applicable); and
- (i) compliance with all of the provisions in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract

	involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources;
“Electronic Record”	has the meaning given to it under the Electronic Transactions Ordinance (Cap. 553);
“Electronic Tendering”	means the making and submission of a Tender through the e-Tender Box whether through the use of a digital certificate or through the use of an Identification Code;
“essential requirement”	means a requirement specified in the Tender Documents which is identified as an essential requirement or a requirement in relation to which it is stated in the Tender Documents that the non-compliance by a Tender or a Tenderer as at the Tender Closing Time will lead to that Tender or Tenderer not being considered further (or the Tender or Tenderer being disqualified);
“Estimated Contract Price”	means the amount quoted as such by the Contractor in Section 1 of Part A of Contract Schedule 1 as the estimated total amount of payment for the provision of the Services, to be payable by the Government to the Contractor by way of Monthly Service Fees in accordance with the provisions of the Contract;
“e-Tender Box” or “ETB”	means the electronic tendering platform of the information technology system known as “Procurement and Contract Management System” or “PCMS” of the GLD for ETB Users to view tender notices and tender documents, and prepare and submit tenders electronically whether through the use of a digital certificate or an Identification Code;
“ETB User”	means a person who has registered with the PCMS whether as a GLD supplier, or a GLD subscriber, or a person who is for the time being just an applicant to become a GLD supplier up to the time of the notification of the result of its application;
“Force Majeure Event”	means: (a) any supervening outbreak of war affecting Hong Kong and/or any other parts of the PRC, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the PRC, civil war, riot, civil disturbances, fire if not caused or contributed to by the Contractor, its related persons (as defined in Clauses 17.6 and 17.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof, civil commotion and

acts of God; or

- (b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Contractor, its related persons (as defined in Clauses 17.6 and 17.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof; or
- (c) any supervening epidemic outbreak in Hong Kong and/or any other part of the PRC;

and which, in any case of (a), (b) and (c) above, prevents the performance of the duties and obligations of any party hereunder;

“general holiday” or “public holiday”	means a Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Good Industry Practice”	means the standards, practices, methods and procedures conforming to law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People Republic of China;
“Government Property”	means property of whatsoever nature (tangible or intangible) which may be passed to the Contractor or any Contractor’s Employees for performing the Services or otherwise in connection with the Contract;
“Government Representative”	<p>means:</p> <ul style="list-style-type: none"><li>(a) the Director of Agriculture, Fisheries and Conservation;</li><li>(b) any officer of the Government specified by the Director of Agriculture, Fisheries and Conservation for the purposes of the Contract; or</li><li>(c) any other officer authorized by the officer referred to in (b) for the purpose of the Contract.</li></ul> <p>The Government may change the Government Representative and/or his post title from time to time as it thinks fit without prior notice to the Contractor;</p>

“Heat Stroke Prevention Work Plan”	means a plan to be known as the Heat Stroke Prevention Work Plan and to be submitted by the Tenderer pursuant to Clause 6 of Annex A to the Terms of Tender;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Identification Code”	means a unique 8 character code generated by the ETB and sent to the email account registered by the ETB User with the PCMS (viz., “registered email account”) upon the request of the ETB User for the submission of a Tender through the use of such code;
“Intellectual Property Rights”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights of whatever nature and wheresoever arising, whether now known or created in the future, in each case whether registered or unregistered, and include applications for the grant of any such rights;
“Invitation to Tender”	means this invitation to tender for the provision of the Services to the Government on and subject to the terms set out in the Tender Documents;
“LVNP”	means the Long Valley Nature Park in the North District of Hong Kong;
“Materials”	means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Contractor, its employees, agents or sub-contractors in relation to the Services (whether individually or collectively or jointly with the Government) including without limitation, any reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Contractor in relation to the Services recorded or stored by whatever means;
“minimum hourly wage rate”	has the meaning given to it in the Minimum Wage Ordinance (Cap. 608);
“Monthly Rate”	means the monthly rate for calculating remuneration for the Services as set out in Section 1 of the Price Schedule chargeable by the Contractor to the Government for the provision of the Services before any adjustment or deductions;
“Monthly Service Fees”	means an amount payable each month to the Contractor for

	provision of the Services calculated in accordance with Clause 15 of the Conditions of Contract subject to and after any adjustment or deductions;
“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor and/or the sub-contractor to work under the Contract, and for the present purpose, include Workers;
“Non-skilled Workers Contract”	means a non-works service contract of the Government that rely heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Tender, include this Contract;
“Original Tender Closing Date”	means the date and time specified in the Tender Form as the latest date and time before which Tenders must be deposited with the Government, regardless of whether the date and time has been extended subsequently;
“Paper-based Tendering”	means the making and submission of a Tender in paper form in accordance with the “Lodging of Tender” section of the Tender Form;
“PRC”	means the People’s Republic of China;
“Price Schedule”	means “Part A – Price Proposal and Breakdowns” of Contract Schedule 1;
“Relevant Offences”	means the offences as defined in Clause 1.1 of Annex A to the Terms of Tender;
“Review Mechanism”	means the mechanism under which any person who is debarred from tendering for any Non-skilled Worker Contract due to conviction of any of the Relevant Offences may apply to the Central Tender Board of the Government to review the length of the Debarment Period. Details of the mechanism are set out in the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at <a href="http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm">http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm</a> . For the avoidance of doubt, the Review Mechanism does not apply to the Debarment Period imposed as a result of accumulation of Demerit Points;
“Services”	means landscape maintenance services and all other services to be provided by the Contractor to the Government as specified in this Contract, details of which are set out in the Service Specifications;
“SMW plus rest day pay	has the same meaning as ascribed to the term “statutory

rate”	minimum wage plus rest day pay rate” in paragraph 2 of the Guidance Notes accompanying the Standard Employment Contract;
“Staff”	means all Supervisor and Workers deployed by the Contractor to provide the Services required in the Service Specifications;
“Standard Employment Contract”	means the written employment contracts to be entered into between the Contractor and its Non-skilled Workers and, where applicable, the written employment contracts to be entered into between the sub-contractor and its Non-skilled Workers. A copy of such contract and its guidance notes are in Annex D to the Terms of Tender;
“Statement of Convictions”	means the Statement of Convictions in respect of the Relevant Offence in the form of Contract Schedule 5;
“Sub-contractor’s Acknowledgement”	means the Sub-contractor’s Acknowledgement in Part C of Contract Schedule 5;
“Supervisor”	means the supervisor provided by the Contractor for provision of the Services required in the Service Specifications;
“Supervisory Staff”	means all supervisory staff members employed or to be employed by the Contractor and/or the sub-contractor who directly monitor the delivery of services by Non-skilled Workers under the Contract, and for the present purpose, include Supervisor; references to “a Supervisory Staff” shall mean any one member of the Supervisory Staff;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Closing Date”	means the date and time specified in the Tender Form as the latest date and time before which Tenders must be deposited with the Government, as the same may be extended by the Government pursuant to any applicable provision in the Tender Documents;
“Tender Documents”	has the meaning given to it in Clause 1 of the Terms of Tender;
“Tenderer”	means the person whose particulars are set out in the “Offer to be Bound”;
“Tender Form”	means: (a) in the case of a Tender submitted in paper form, the Tender Form issued for the Invitation to Tender; and



(b) in the case of a Tender submitted electronically, the tender form available on the e-Tender Box for completion electronically;

“Tender Submission Date” means the date of the Offer to be Bound;

“Tender Validity Period” means the period of time described in Clause 3.4(b) of the Terms of Tender during which the Tender is to remain open;

“terms and conditions of use of the PCMS and the e-Tender Box” means all those terms and conditions for the use of the PCMS and the e-Tender Box from time to time published on the [Website of the e-Tender Box] including the “Terms and Conditions of Use of the PCMS and the e-Tender Box” and the “e-Tender Box System and File Attachment Requirements” in the version prevailing immediately prior to the Tender Closing Date;

“Website of the e-Tender Box” means the website of the following address:  
<https://pcms2.gld.gov.hk>;

“Worker” means the non-skilled worker employed by the Contractor for provision of the Services required in the Service Specifications;

“working day” means Monday to Friday other than a public holiday; and

1.2 Unless otherwise expressly stated to the contrary, the following rules of interpretation shall apply:

(a) references to statutes or statutory provisions means references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time, and includes all subordinate legislation made under those statutes;

(b) words importing the singular includes the plural and vice versa; words importing a gender includes all other genders; references to any person includes any individual, firm, body corporate or unincorporate (wherever established or incorporated);

(c) headings are inserted for ease of reference only and do not affect the construction of the Tender Documents or the Contract;

(d) references to a document:

(i) include all schedules, appendices, annexures and other materials attached to such document; and

(ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Documents or the Contract;

- (e) references to “Tenderer” or “Contractor” include its permitted assigns, successors, or any persons deriving title under them;
- (f) references to “Government” include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (g) references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
- (h) references to “law” and “regulation” include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (i) any word or expression to which a specific meaning has been attached in any part of the Tender Documents bear such meaning whenever it appears in the same and other parts of the Tender Documents;
- (j) a time of a day means a reference to Hong Kong time;
- (k) references to “normal business hours” mean 0900 to 1800 hours;
- (l) references to a day mean a calendar day;
- (m) references to a month or a monthly period mean a calendar month;
- (n) any negative obligation imposed on any party means if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party means if it were also an obligation to procure that the act or thing in question be done;
- (o) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor is deemed to be the act, default, neglect or omission of the Contractor;
- (p) words importing the whole are treated as including a reference to any part of the whole;
- (q) the expressions “include” and “including” shall be constructed without limitation to the works following;
- (r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;
- (s) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of

representing and reproducing words in a legible form;

- (t) reference to “original signature” or “originally signed” includes a digital image of a hand-written signature (viz., a scanned signature);
- (u) where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation is not construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed;
- (v) the expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Cap. 1). The expression “officer” has the meaning given to it the Companies Ordinance (Cap. 622); and
- (w) the expression “Cap.” means a Chapter of the Laws of Hong Kong.

- 1.3 Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.
- 1.4 All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) is, in the absence of manifest error, final and conclusive.
- 1.5 Unless otherwise expressly stated, all provisions of the Tender Documents shall apply regardless of whether Paper-based Tendering or Electronic Tendering is used for the submission of the Tender or formation of the Contract.

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**TERMS OF TENDER**

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**The Government of Hong Kong Special Administrative Region  
Agriculture, Fisheries and Conservation Department**

**Provision of Landscape Maintenance Services at the Long Valley Nature Park**

**PART 1  
TERMS OF TENDER**

**1. Tender Documents**

**These tender documents identified as “Tender for the Provision of Landscape Maintenance Services at the Long Valley Nature Park” comprise the following:-**

- (a) Tender Form;
- (b) Interpretation;
- (c) Part 1 – Terms of Tender;
- (d) Annex A to the Terms of Tender;
- (e) Annex B to the Terms of Tender;
- (f) Annex C to the Terms of Tender;
- (g) Annex D to the Terms of Tender;
- (h) Annex E to the Terms of Tender;
- (i) Annex F to the Terms of Tender;
- (j) Part 2 – Conditions of Contract;
- (k) Part 3 – Service Specifications;
- (l) Annex 1 to the Service Specifications;
- (m) Annex 2 to the Service Specifications;
- (n) Contract Schedule 1;
- (o) Contract Schedule 2;
- (p) Contract Schedule 3;
- (q) Contract Schedule 4;

- (r) Contract Schedule 5;
- (s) Contract Schedule 6;
- (t) Contract Schedule 7;
- (u) “Offer to be Bound”; and
- (v) Memorandum of Acceptance.

(collectively “Tender Documents”). Each of the above Tender Documents is referred to by their names as stated above throughout the Tender Documents and the Contract.

## **2. Invitation to Tender**

- 2.1 Tenders are invited for the provision of all of the Services subject to and in accordance with the Tender Documents.
- 2.2 A Tenderer should read the Tender Documents carefully prior to submitting a Tender. A Tenderer should ensure that it understands all requirements of the Tender Documents.
- 2.3 A Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 2.4 A Tenderer should check the numbers of pages of the Tender Documents. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.
- 2.5 A Tender will be regarded to be thoroughly conversant with all aspects of the Tender Documents (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of a Tenderer to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.
- 2.6 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Documents (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Documents (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation, exemption from compliance or observance, or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any obligation or liability under the Contract as a consequence of any misinterpretation by it of any provision in the Tender Documents of the Contract.

- 2.7 Information, statistics, forecasts and estimated requirement of the Services set out in the Tender Documents are provided for reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government's actual requirements of the Services may vary depending on the actual need of the Agriculture, Fisheries and Conservation Department and the successful Tenderer must accept any increase or decrease of the stated estimates.
- 2.8 The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Tender and a Tender submitted by a Tenderer in response to this Invitation to Tender.
- 2.9 By submitting a Tender, a Tenderer will be regarded to have agreed to all terms and conditions set out in the Tender Documents.

### **3. Tender**

#### **3.1 General**

- (a) Save in accordance with the terms of the Tender Documents, a Tenderer must not alter any provision of the Tender Documents.
- (b) A Tenderer shall note that a two envelope system is adopted in this Invitation to Tender. Regardless of whether Paper-based Tendering or Electronic Tendering is used, the Tenderer shall submit its Tender in two (2) separate proposals, one as the proposal for price information and another as the technical information as detailed in Clause 3.2(b) below.
- (c) Counter-proposals by a Tenderer may, at the absolute discretion of the Government, render its Tender to be disqualified and not to be considered.
- (d) Tender may not be considered if false, inaccurate, incorrect or incomplete information is given in the Tender.
- (e) A Tenderer must submit its completed Tender together with all information and documents required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents.
- (f) If a Tenderer submits a Tender by Electronic Tendering, the Tenderer must, in addition to compliance with the Tender Documents, observe and comply with all terms and conditions of use of the PCMS and the e-Tender Box as set out in or referred to in the e-Tender Box.

#### **3.2 Preparation**

- (a) The Tender must:
  - (i) be completed in English or Chinese. The Government will not consider a

Tender that is completed in any other language;

- (ii) be submitted, in one of the following manners, together with all proposals, documents and information required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents. A Tender submitted through a method other than Paper-based Tendering or Electronic Tendering will not be considered.

Paper-based Tendering

The Tender must be completed in ink or typescript and must be submitted in triplicate (one original and two copies) in accordance with the “Lodging of Tender” section of the Tender Form.

Electronic Tendering

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

- (iii) be submitted, for Paper-based Tendering, in a sealed plain envelope marked “**Tender Reference: AFCD/NP/02/24 – Tender for the Provision of Landscape Maintenance Services at the Long Valley Nature Park**” which should contain the following two envelopes clearly marked Envelope A and Envelope B on the outside:
  - (1) Documents relating to the price information, i.e. one original and two copies of the Contract Schedule 1 that are fully completed, signed, stamped with company chop, should be enclosed in a sealed envelope clearly marked “Envelope A” and “**Tender Reference: AFCD/NP/02/24 – Tender for the Provision of Landscape Maintenance Services at the Long Valley Nature Park – Price Information**”; and
  - (2) Documents relating to the technical information, i.e. one original and two copies of all other remaining information, the duly signed “Offer to be Bound”, forms, schedules other than Contract Schedule 1 and documents required by the Tender Documents **but without any indication on the prices for provision of the Services**, should be enclosed in another sealed envelope clearly marked “Envelope B” and “**Tender Reference: AFCD/NP/02/24 – Tender for the Provision of Landscape Maintenance Services at the Long Valley Nature Park – Technical Information**”.
- (iv) for Electronic Tendering, be regarded to have submitted by a Tenderer or authorised to have been submitted by a Tenderer if it is submitted in any one of the following:



- (1) submission of the Tender via the e-Tender Box through the use of an Identifications Code; or
  - (2) submission of the Tender via the e-Tender Box through the use of such type of digital certificate recognised by the ETB, and uploaded by the Tenderer to the ETB.
- (v) for Electronic Tendering, a Tenderer must submit its Tender proposals for technical information and price information as separate attachment files in accordance with a two-envelope system as specified below –
- (1) documents relating to the price information as stated in Clause 3.2 (b)(i) should be using the file name “envelope2.doc”; and
  - (2) documents relating to the technical information as stated in Clause 3.2 (b)(ii) should be using “technical.doc” as the file name or other file name except “envelope2.doc”.
- (b) Tenderers must complete (if applicable) and submit the following documents together with all necessary information including documentary evidence in its Tender in **triplicate (one original and two copies)**:-
- (i) **Price Information** shall comprise the following:
    - (1) Contract Schedule 1 – Rates for the Provision of Services;
  - (ii) **Technical Information** shall comprise the following:
    - (1) duly signed “Offer to be Bound”;
    - (2) Heat Stroke Prevention Work Plan as specified in Clause 6 of Annex A to the Terms of Tender;
    - (3) “Safety Officer Certification” to the Heat Stroke Prevention Work Plan as specified in Clause 6 of Annex A to the Terms of Tender;
    - (4) Contract Schedule 2 – Proposal of Monthly Wages and Maximum Working Hours;
    - (5) Contract Schedule 3 – Experience of Tenderer and Tenderer’s Employee and Execution Plan;
    - (6) Contract Schedule 4 – Information and Status of Tenderer;
    - (7) Contract Schedule 5 – Statement of Convictions and Authorisation;
    - (8) Contract Schedule 6 – Non-collusive Tendering Certificate;
    - (9) Contract Schedule 7 – Pro-innovation Proposals and ESG Proposals
    - (10) the information and documents referred to in Clause 4.2 of the Terms of Tender, if applicable;
    - (11) the information and documents referred to in Clause 17.2 of the Terms of Tender;
    - (12) documentary proof of the Tenderer’s claim of experience as requested in Clause 5.4 of Annex A to the Terms of Tender;
    - (13) a certified true copy of the valid Business Registration Certificate of the Tenderer as requested in Contract Schedule 4;

- (14) a certified true copy of the Certificate of Incorporation or the latest Certificate of Change of Name (if any) or its equivalent (if the Tenderer is incorporated outside Hong Kong) of the Tenderer; and
  - (15) a certified true copy of the relevant document (e.g. written authorisation for an authorised person of a sole proprietor, a partner of a partnership, or the board resolutions or minutes for the director of a body corporate) showing that the authorised person, partner or director (as the case may be) who signs the Offer to be Bound has the authority to sign it for and on behalf of the Tenderer.
- (c) Any failure to complete or submit the documents and/or information in a form or manner required under Clause 3.2(b) may, at the absolute discretion of Government, render a Tender non-conforming and not to be further considered. However, a Tenderer should note that **its Tender will not be considered further if, by the Tender Closing Date, the Tenderer fails to provide:**
  - (i) (for Paper-based Tendering) a duly signed “Offer to be Bound” containing an original signature by or on behalf of the Tenderer. The Offer to be Bound to be submitted (other than the signature on the Offer to be Bound which must be original) shall be the “Offer to be Bound” form or a printed copy from a softcopy of the “Offer to be Bound” form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of the “Offer to be Bound” form (including copy-typing) to be submitted shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further;
  - (ii) (for Electronic Tendering) the box signifying the Tenderer’s agreement with “Offer to be Bound” have been checked;
  - (iii) a Contract Schedule 1 with the price information in Sections 1 and 2 of Part A of the Schedule duly completed; and
  - (iv) an Execution Plan in Section 3 of Contract Schedule 3.
- (d) The Tenderer should note that the e-Tender Box only accepts the use of the types of digital certificates specified in the e-Tender Box for submission of Tenders and must be duly submitted by the Authorised User of the digital certificate used by the Tenderer to submit its Tender.
- (e) If any attachment to a Tender submitted via the e-Tender Box:
  - (i) does not comply with the terms and conditions of use of the PCMS and the e-Tender Box;
  - (ii) is found to be contaminated with Virus; or
  - (iii) is corrupted or otherwise not readable or printable into readable text by the Government,

and such non-compliance of file format, virus contamination, or file corruption has resulted in failure to submit the relevant proposal, document or information as described in Clause 3.2(c)(ii), 3.2(c)(iii) or 3.2(c)(iv) by the Tender Closing Date, the Tender will not be considered further and its Tender will be notified of such.

- (f) In the case where the Tenderer uses a digital certificate for the submission of Tender via the e-Tender Box, the Government will verify the validity of the Tenderer's digital certificate with the relevant certification authority which has issued such digital certificate. If the directory service or revocation list service of that certification authority or its contractor is/are not available for any reason, the Government may postpone the verification process until such time when the directory service or revocation list service (as the case may be) of the certification authority or its contractor is/are resumed or when the Tender is opened, whichever is the later. If the verification process is postponed, the Tenderer will be informed of this through an on-screen message and an on-line acknowledgement of the Tender.
- (g) A Tender will not be considered further if the digital certificate used by a Tenderer for submission of Tender via the e-Tender Box is found invalid (i.e. expired, revoked, or it is not a digital certificate recognized in the e-Tender Box for submission of Tenders) upon verification.

### 3.3 Modification of Tender

- (a) Before the Tender Closing Time, a Tenderer who has lodged a Tender may modify its Tender as considered necessary.

- (b) Paper-based Tendering

Any modification to the submitted Tender considered necessary by the Tenderer shall be the subject of a separate letter accompanying the Tender. Figures and words shall not be altered or erased; any modification shall be effected by striking the incorrect figure or word and inserting the correct figure or word in manuscript above the original figure or word. All such amendments shall be initialled by the Tenderer in manuscript.

- (c) Electronic Tendering

In case of modification to the submitted Tender, the Tenderer shall submit either a complete set of the revised Tender superseding the original Tender, or just the revisions to the original Tender. Either way, this shall be stated clearly in the submission.

- 3.4 Apart from "Offer to be Bound" (which, in the case of Paper-based Tendering, must be originally signed by or on behalf of the Tenderer as required under Clause 3.2(c)(i) above), wherever there is any provision in the Tender Documents requiring that the original of any document or the document as mentioned in Clause 3.4.1(b) below to be submitted as part of the Tender,

- 3.4.1 in the case of Paper-based Tendering, (a) the Tenderer may submit a photocopy

certified to be true and complete by the person(s) specified in Clause 3.2(c)(i) above; (b) in the case of any certificate which is required to be issued by a specified body (for example an Independent Accredited Laboratory or a recognised certification body (if applicable)), the photocopy certificate must be certified as true and complete by that specified body or a lawyer duly qualified to practise in Hong Kong or the laws of the place of incorporation, formation or establishment of the Tenderer; and (c) if only a photocopy without any certification has been submitted, the Government reserves the right to request a certified true copy as required in (a) or (b) above (whichever is applicable) ("certified true copy") after the Tender Closing Date. The Tender may not be considered further if the certified true copy is not provided; and

3.4.2 in the case of Electronic Tendering, the Tenderer shall first submit the certified true copy as described in Clause 3.4.1(a) or (b) above (whichever is applicable) in electronic format as part of its Tender via the e-Tender Box. Subsequently, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. If only a photocopy without any certification has been submitted in electronic format as part of its Tender via the e-Tender Box, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. The Tender may not be considered further if the certified true copy (hardcopy) is not provided.

### 3.5 Prices

- (a) A Tenderer must quote all the prices requested for in the Tender Documents in Hong Kong dollars. Such prices must be net prices allowing for all discounts except the payment discount to be quoted in Part C of Contract Schedule 1. The prices must cover all expenses incidental to the due and proper performance of the Contract by the Contractor. Under no circumstances will the Government compensate the Contractor for any loss incurred in the fluctuation of the currency in which the prices are quoted.
- (b) A Tenderer must quote fixed prices which must remain valid for the whole Contract Period. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- (c) A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer will be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).
- (d) Prices quoted by a Tenderer must only be shown in the Price Schedule.
- (e) Payment to a successful Tenderer from a place outside Hong Kong will be made by telegraphic transfer. A Tenderer from a place outside Hong Kong is therefore required to provide the banking details in Contract Schedule 4.

3.6 Tenders to Remain Open

- (a) A Tender once submitted by a Tenderer will be binding on the Tenderer.
- (b) A Tender must remain valid and open for acceptance for not less than 120 days after the Tender Closing Date.
- (c) If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender will be 120 days after the Tender Closing Date.
- (d) If a Tenderer offers in its Tender a period that is shorter than 120 days, the Government will clarify with the Tenderer concerned, in which case the Tenderer must confirm compliance with Clause 3.6(b) within five (5) working days or such other period as specified by the Government without any other change to the Tender (except any change made in response to any clarification by the Government pursuant to Clause 3.9). If the Tenderer fails to confirm compliance with Clause 3.6(b) within the specified deadline or, despite confirming compliance therewith, introduces any change to the Tender not in response to any clarification by the Government pursuant to Clause 3.9, its Tender will not be considered further.

3.7 Tender Closing Date

- (a) For paper-based tendering, a Tender must be deposited in the tender box as specified in the Tender Form before the Tender Closing Date. **Late Tenders will not be considered.**
- (b) For Electronic Tendering, transmission of a Tender through the e-Tender Box must be successfully completed in accordance with the requirements of the e-Tender Box before the Tender Closing Date. Save as otherwise provided for in the Tender Documents, a Tender will **not** be considered if the relevant proposal, document or information as described in Clause 3.2(c)(ii), 3.2(c)(iii) or 3.2(c)(iv) is not successfully and completely transmitted through the e-Tender Box before the Tender Closing Date.
- (c) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or a Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is/are in force for any duration between 0900 and 1200 hours on the date and time specified in the “LODGING OF TENDER” section of the Tender Form, the Tender Closing Date referred to in the Tender Form and at the e-Tender Box will be extended to 1200 hours on the following working day on which no Tropical Cyclone Warning Signal No. 8 or above is hoisted nor a Black Rainstorm Warning Signal or “extreme conditions” is in force for any duration between 0900 and 1200 hours.
- (d) In case of blockage of the public access to the location of the tender box at any

time between 0900 and 1200 hours on the date and time specified in the “LODGING OF TENDER” section of the Tender Form, the Government will announce extension of the Tender Closing Date until further notice. Following removal of the blockage, the Government will announce the extended closing time as soon as practicable. The above announcements will be made via press release on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

### **3.8 Cancellation of Tender**

Without prejudice to the Government’s right to cancel this Invitation to Tender at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing 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.

### **3.9 Request for Information**

- (a) If the Government considers that clarification in relation to any Tender is necessary, or a document or a piece of information, other than the document or information set out in Clause 3.9(b) below, is missing from any Tender, it may request the Tenderer to make the necessary clarification, or submit the required document or information. Each Tenderer must thereafter within five (5) working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Tender will not be considered further if complete information or document is not provided by the deadline specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government. As an alternative to seeking clarification or further information or document, the Government may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.
- (b) The document and information not covered by Clause 3.9(a) are those mentioned in Clause 3.2(c) above.
- (c) The Government will not consider any clarification or information submitted by a Tenderer (whether or not submitted at the request of the Government) if the Government considers that such clarification or information would alter the Tenderer’s Tender in substance or give the Tenderer an advantage over other Tenderers.

### **3.10 Tenderer’s Commitment**

All Tenders, information and responses from a Tenderer must be submitted in writing. Each of them is the representation of the Tenderer and will, if accepted by the Government, be incorporated into and made part of the Contract in such manner as the Government considers appropriate. The Government reserves the right not to consider a Tender that directly or indirectly attempts to preclude or limit the effect of this Sub-clause.

**3.11 Documents of Unsuccessful Tenderers**

The Government may destroy all documents submitted by unsuccessful Tenderers three (3) years after the Contract has been constituted under Clause 8.

**3.12 Consent to Disclosure**

- (a) The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer, particulars of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer and the Estimated Contract Price.
- (b) Nothing in Clause 3.12 will prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Clause 3.12) if the disclosure is made under any one of the following circumstances:
  - (i) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Cap. 1) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
  - (ii) the disclosure of any information already known to the recipient;
  - (iii) the disclosure of any information which is public knowledge;
  - (iv) 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 court or tribunal with competent jurisdiction; or
  - (v) without prejudice to the power of the Government under Clause 3.12(a), to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

**3.13 Personal Data Provided**

- (a) All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender).
- (b) By submitting a Tender, a Tenderer is regarded to have agreed to, and to have

obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Clause 3.13(a) above.

- (c) An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.

#### 3.14 Tender Addenda

The Government may issue addendum to the terms and conditions set out in the Tender Documents before the Tender Closing Date. The addendum will be posted on the Agriculture, Fisheries and Conservation Department website at **[www.afcd.gov.hk](http://www.afcd.gov.hk)**. Tenderers are advised to check the said website from time to time for any issue of addendum and the contents thereof.

#### 3.15 Unreasonably Low Price

Without prejudice to the generality of the Terms of Tender, the Government may require a Tenderer who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that it is capable of carrying out and completing the Contract. The Government may reject the Tender if the Tenderer fails to so justify and demonstrate to the Government's satisfaction.

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

- 4.1 Tenderers must complete and submit Contract Schedule 3 on background and relevant experience of its employee in providing the Services as well as in implementing its Execution Plan, and Contract Schedule 4 on information and status of Tenderers. Without prejudice to the Government's right to seek clarification or missing information under Clause 3.9 above, failure to complete and submit Contract Schedule 3 or Contract Schedule 4 may render the Tender invalid.
- 4.2 If a Tenderer is incorporated outside Hong Kong, it must, at its own cost, provide a legal opinion in form and substance satisfactory to the Government and issued by a lawyer duly qualified to practise the laws of the place of incorporation of the Tenderer and acceptable to the Government on the following issues and any other issues as may be required by the Government:
  - (a) the Tenderer is duly incorporated, formed or established and validly existing and in good standing under the laws of the place of incorporation, formation or establishment (as the case may be) of the Tenderer and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the



proposed Contract;

(b) the Tenderer has the full power, authority and legal capacity to:

- (i) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Documents; and
- (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;

(c) the proposed Contract with the Government will, upon its formation pursuant to Clause 8.4, constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation, formation or establishment and is enforceable against the Tenderer in accordance with its terms; without prejudice to the generality of the foregoing, where an Electronic Record is used in the formation of the Contract (whether with or without any electronic or digital signature), the Contract shall not be denied legality, validity or enforceability on the sole ground that an Electronic Record was used for that purpose;

(d) the execution, delivery and performance of its Tender and the proposed mode of execution, delivery and performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, formation or establishment, or the Memorandum (if any) and Articles of Association or similar constitutional documents of the Tenderer;

(e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Documents and the Contract;

(f) the Tenderer's Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation, formation or establishment in order to secure their validity and/or priority;

(g) there is no restriction under the laws of the place of the Tenderer's incorporation, formation or establishment affecting the Tenderer's obligations under the Tender Documents and the Contract;

(h) the choice of the laws of Hong Kong to govern the Tender Documents and the Contract is a valid choice of laws;

(i) the judgment handed down by the courts of Hong Kong after the adjudication of any dispute arising from the Contract will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer; and

- (j) it is not necessary under the laws of the place of incorporation, formation or establishment of the Tenderer that the Government be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Tender Documents and the Contract.

4.3 The Government may require a Tenderer to provide, at its own expense, additional legal opinion satisfactory to the Government in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer and acceptable to the Government on any other matters arising from its Tender. Where the opinion on the question specified in Clause 4.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, the additional legal opinion shall opine that any ruling made by the arbitrator under the arbitration provision set out in Clause 4.4 below will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer (“additional opinion on arbitration”). Together with the additional opinion on arbitration to be provided, the Tenderer shall also be required to provide a confirmation in writing that in consideration of the award of the Contract, it agrees that Clause 33.2 of the Conditions of Contract shall be replaced by the arbitration clause in Clause 4.4 below.

4.4 Where the opinion on the question specified in Clause 4.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, subject to the obtaining of the additional opinion on arbitration as mentioned in Clause 4.3 above, Clause 33.2 of the Conditions of Contract shall be deemed deleted and replaced by the following: “Any dispute arising from the Contract shall not be adjudicated by the courts of Hong Kong but shall be adjudicated by arbitration to be held in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules prevailing at the time when a notice of arbitration is issued by a Party (“Arbitration Rules”) except that regardless of whether the Arbitration Rules providing anything to the contrary, unless the Parties otherwise agree in writing: (a) the arbitration hearing must be held in Hong Kong and that the Arbitration Ordinance (Cap. 609) shall apply to the arbitration (including the whole of Schedule 2); and (b) without prejudice to section 18(2) of the Arbitration Ordinance, the Government may on its own disclose any information relating to (i) the arbitral proceedings under the arbitration agreement; and (ii) an award made in those arbitral proceedings, under any of the circumstances mentioned in Clause 3.12(b) of the Terms of Tender”.

## **5. Wages of Staff and Maximum Working Hours for Worker**

5.1 A Tenderer must propose the monthly wage payable to its Staff in Section 1 of Contract Schedule 2. The proposed monthly wage for each Supervisor and Worker must not be less than the “SMW plus rest day pay rate”, i.e. \$9,920 per month (Note A).

- 5.2 The monthly wage payable by the Contractor to each Supervisor and Worker must not be less than the higher of (i) the corresponding proposed monthly wage quoted by the Contractor in Contract Schedule 2; and (ii) the “SMW plus rest day pay rate”.
- 5.3 If the monthly wage for the Supervisor or the Worker proposed in a Tender is less than the SMW plus rest day pay rate as mentioned in Clause 5.1 above, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than the SMW plus rest day pay rate for the purpose of tender evaluation.
- 5.4 All Workers shall not work for more than the proposed daily maximum net working hours in Section 2 of Contract Schedule 2 in any twenty-four hour (24) period unless with the prior written consent of the Government Representative. The Contractor shall not alter the schedule of such break without the prior written consent of the Government Representative. For the avoidance of doubt, it is the Contractor’s responsibility to make necessary arrangement for his staff to take meal breaks by mutual agreement between the Contractor and his staff.
- 5.5 The Contractor shall promptly pay wages and salaries to the Contractor’s Employees. Failure to do so will entitle the Government to terminate the Contract.
- 5.6 The Contractor shall use autopay for payment of wages to the Contractor’s Employees (payment by cheque is only allowed upon termination of employment contract and is made at the request of the workers concerned). The Contractor shall submit the autopay record on a half-yearly basis to the Government Representative for inspection and record purposes. A breach by the Contractor of its obligations under this Clause shall be a breach of a fundamental term of the Contract and shall entitle the Government to terminate the Contract pursuant to Clause 21 of the Conditions of Contract.

**Explanatory notes for the “SMW plus rest day pay rate”**

Note A:

- (i) The “SMW plus rest day pay rate” on the basis of thirty-one (31) days (twenty-seven (27) days of work plus four (4) paid rest days) per month, eight (8) normal hours of work per day and current minimum hourly wage rate (**HK\$40**) is **HK\$9,920** per month.
- (ii) The minimum hourly wage rate may be adjusted from time to time. Under no circumstances will the Government accept any request for price adjustment on such grounds. A Tenderer should take into consideration the adjustment of minimum hourly wage rate and its impact on the monthly wage and price quotation. The Government will not provide any “top-up” arrangement in case of any adjustment of minimum hourly wage rate.
- (iii) The “SMW plus rest day pay rate” on the basis of work patterns other than that in Note A(i) above should be derived with reference to Example 1 on “Determining

the monthly wages” in the “Guidance Notes on Signing of Standard Employment Contract for Employees of Contractors of Government Service Contracts” at the end of the Standard Employment Contract.

6. **Essential and Other Requirements**

Tenderer must meet all of the requirements in Annex A to the Terms of Tender. **Failure to comply with any of the essential requirements in Annex A to the Terms of Tender will render the Tender invalid and the Tender will not be considered further.**

7. **Criteria of Assessment**

- 7.1 All Tenders will initially be checked against the documents and information required in Clause 3.2(c) and the essential requirements. Tenderers that fail to submit a complete set of documents and information or meet all of the essential requirements will not be further considered. Tenderers that have met all essential requirements will be evaluated according to the marking scheme specified in Annex B to the Terms of Tender. A technical to price weighting of 50:50 will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. Tenderers with the highest combined score will normally be selected to provide the Services.
- 7.2 A Tenderer is requested to indicate in the space provided in Part C of Contract Schedule 1 what discounts it will allow on the Monthly Rate if payment is made in full within a specified period of time. Any payment discount offered by a Tenderer will not be taken into consideration in the price assessment, except when there is more than one Tenderer fully capable of undertaking the Contract and offering the same highest combined score.
- 7.3 Notwithstanding anything herein to the contrary, the Government is not bound to accept the Tender with the highest combined score or any Tender and reserves the right to accept any Tender at any time within the Tender Validity Period.

8. **Award of Contract**

- 8.1 The Government will issue to the successful Tenderer by either post or facsimile transmission a letter notifying conditional acceptance of offer (“the Letter”), subject to the following conditions precedent:
- (a) delivery of the Contract Deposit to the Government pursuant to Clause 10;
  - (b) the selected Tenderer, and where applicable the shareholder(s), not having been debarred from tendering for this Contract as at the date of the Letter due to:
    - (i) conviction of any of the Relevant Offences in Clause 1.1 of Annex A to the Terms of Tender; or
    - (ii) accumulation of three (3) or more Demerit Points in Clause 2 of Annex A to

the Terms of Tender;

(c) the Government having completed its check to confirm that the Tenderer is not so debarred under sub-clause (b) above; and

(d) other conditions as the Government may specify therein.

8.2 Subject to the conditions as mentioned above, a binding Contract would be deemed to have been constituted between the Government and the successful Tenderer upon issuance of the Letter by the Government.

8.3 Upon issuance of the Letter, unless the expiry date of the Tender Validity Period of the Tender of the successful Tenderer is a date which is fourteen (14) days or more after the date of the Letter, such expiry date must be automatically extended to the date which is fourteen (14) days from the date of the Letter.

8.4 Upon and subject to the successful Tenderer having duly complied with Clause 8.1 hereof, the Government will issue the Memorandum of Acceptance notifying fulfillment of the conditions precedent and the Contract is deemed to have been formed on the date of the issuance of the Letter.

8.5 If the conditions precedent set out in Clause 8.1 above are not satisfied, the Government will be at liberty to award the Contract to another Tenderer, cancel this Invitation to Tender with or without conducting a fresh tender exercise or take such appropriate action as the Government deems fit. Without prejudice to the foregoing, if the successful Tenderer fails to deliver the Contract Deposit to the Government pursuant to Clause 10, such failure may prejudice its future standing as a Government contractor or service provider.

8.6 Subject to the other provisions of the Tender Documents, if two or more Tenders achieve the same highest combined technical and price score, the Government will normally award the Contract to the Tenderer whose Tender obtains the highest technical score.

8.7 Tenderers who do not receive any notification within the Tender Validity Period should assume that their Tenders have not been accepted.

## 9. **Financial Assessment**

9.1 If the Estimated Contract Price of a Tender exceeds HK\$15 million, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. For this purpose, the Tenderer is required to submit the following documents for financial vetting upon request by the Government:

(a) originals (or copies certified by its auditors) of the accounts of the Tenderer audited by a certified accountant or a public accountant registered under the Professional Accountants Ordinance (Cap. 50) for the three (3) years prior to the

Tender Closing Date. The audited accounts must comply with the following requirements:

- (i) the audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622);
  - (ii) the latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Submission Date;
  - (iii) the audited accounts (as the case may be) must contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts;
  - (iv) all such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by its local law;
  - (v) if any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided;
- (b) management accounts with a period ending not more than three (3) months before the Tender Submission Date if this has not been covered by the latest audited accounts. The accounts must be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the sole proprietor, partners or directors of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government;
- (c) projected statement of profit or loss and other comprehensive income and statements of cash flows of the Contract for each contract year and the pre-operating period (if applicable) and, if possible, those of the company during the Contract Period, setting out the revenue, details of operating expenses, capital expenditure including the initial investments and the sources of finance, and other particulars showing how the Tenderer will deal with the Contract. The projected accounts and statements must comply with the following requirements:
- (i) they should be certified by the company's chief executive;
  - (ii) the assumptions used in preparing the projections should be reasonable and must be clearly stated. All the supporting schedules and detailed calculations should also be provided;
  - (iii) the assumptions by the Government included in the Tender Documents must be reflected in the Tenderer's projections;
- (d) original letters from bankers, where applicable, confirming lines of credit facilities available to the Tenderer and the current undrawn/ unutilised balances of such credit facilities on or after a specified date (shortly before the Tender Submission Date or a date fixed by the Government) and stipulating the expiry date of the facilities;

- (e) copies (certified by the sole proprietor, partners, directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
  - (f) written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.
- 9.2 Tenderers must upon the request in writing by the Government provide the documents mentioned in Clause 9.1 and any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by the Government.

## **10. Contract Deposit**

- 10.1 The successful Tenderer must pay the Contract Deposit either by cheque, cashier's order or in the form of a banker's guarantee. Each Tenderer should state clearly in Part B of Contract Schedule 1 the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government by cheque or cashier's order.
- 10.2 If the Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$1.36 million but is less than or equals to HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer must deposit with the Government, within twenty-one (21) days from the date of the Letter, a Contract Deposit equivalent to two percent (2%) of the Estimated Contract Price.
- 10.3 If the Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer must deposit with the Government, within twenty-one (21) days from the date of the Letter, a Contract Deposit equivalent to two percent (2%) (if it passes the financial vetting) or five percent (5%) (if it fails the financial vetting or where the financial information available is inadequate for a meaningful assessment of the Tenderer's financial capability) of the Estimated Contract Price.
- 10.4 If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the banker's guarantee must comply with the following:
- (a) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Cap. 155) and acceptable to the Government;
  - (b) unless otherwise agreed by the Government, it must be on the terms set out at Annex C to the Terms of Tender; and
  - (c) the banker's guarantee must come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter.

10.5 The Contract Deposit, whether paid by way of cheque, cashier's order or banker's guarantee, will be returned to the Contractor or released in accordance with Clause 17.5 of the Conditions of the Contract.

11. **Contractors' Performance Monitoring**

If a Tenderer is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other tenders/quotations exercises are evaluated.

12. **New Information**

A Tenderer should inform the Government in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Documents. The Government reserves the right not to consider a Tenderer's Tender further if the Tenderer's continued ability to meet such requirements is in doubt.

13. **Costs of Tender**

A Tenderer must submit its Tender at its own cost and expense. The Government will not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its Tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the Government, (b) site visits or surveys made by the Tenderer, and (c) presenting the Tenderer's equipment to the Government Representative during the site visits, whether before or after the Tender Closing Date.

14. **Warning against Bribery**

14.1 The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.

14.2 The successful Tenderer must inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The successful Tenderer must also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

15. **Warranty against Collusion**

15.1 The Tenderer must ensure that the Tender is prepared without any agreement,



arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to in Clause 15.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

- 15.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Contract Schedule 6) as part of its Tender.
- 15.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Clause 15.1 above or in Non-collusive Tendering Certificate submitted by it under Clause 15.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (a) reject the Tenderer's Tender;
  - (b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
  - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 21.1 of the Conditions of Contract.
- 15.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Clause 15.1 or in Non-collusive Tendering Certificate submitted by it under Clause 15.2.
- 15.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 15.1 or in Non-collusive Tendering Certificate submitted by it under Clause 15.2 may prejudice its future standing as a Government contractor or service provider.
- 15.6 The rights of the Government under Clauses 15.3 to 15.5 are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

**16. Negotiations**

The Government reserves the right to negotiate with any Tenderer the terms of the Tenderer's Tender and conditions of the Contract.

**17. Government Discretion**

- 17.1 Notwithstanding anything to the contrary in this Tender Documents, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:
- (a) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer or a related person of the Tenderer;
  - (b) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
  - (c) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringes any Intellectual Property Rights or any other rights of any person ("IPR infringement") (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award); or (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Tenderer or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award;

- (d) any time during the thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer or a related person of the Tenderer (as defined in Clauses 17.6 and 17.7 below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficiency(ies) in the performance of any requirement or obligation under any other Government contract regardless of the procurement department of such other Government contract, regardless of whether the default(s) or deficiency(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficiency(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficiency(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficiency(ies) has been remedied ("Contract Default(s)"); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender;
- (e) (i) the Tenderer; or (ii) a related person of the Tenderer; or (iii) a director or management staff of the Tenderer or those of the related person of the Tenderer, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of Contract award;
- (f) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Tenderer or a related person of the Tenderer or a director or management staff of the Tenderer or those of the related person of the Tenderer; professional misconduct includes any breach of the Good Industry Practice; or
- (g) any failure of the Tenderer to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award.

The grounds specified in Clauses 17.1(a) to 17.1(g) above are separate and independent, and shall not be limited by reference to or inference from the other of them.

17.2 For the purposes of Clause 17.1 above, each Tenderer must provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification), including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Clause 17.1(a) above;
- (b) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Clause 17.1(c) above;
- (c) details of all Contract Defaults as mentioned in Clause 17.1(d) above;
- (d) details of conviction as mentioned in Clause 17.1(e) above in Hong Kong or any overseas jurisdiction;
- (e) details of any professional misconduct or act or omission as mentioned in Clause 17.1(f) above; and
- (f) details of any failure to pay taxes as mentioned in Clause 17.1(g) above.

If none of the events as mentioned in Clauses 17.1(a) to 17.1(g) above has ever occurred within the applicable period as mentioned above, the Tenderer must provide a statement to that effect by completing Part 10 of Contract Schedule 4 at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Clause 17.3 below. The information provided by the Tenderer is not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred.

17.3 In addition to the information mentioned in Clause 17.2 above, the Government reserves the right (but not obligation) to request from a Tenderer or a related person of the Tenderer or director or management staff of the Tenderer or those of the related person of the Tenderer or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Clause 17.1 above.

17.4 If the Tenderer fails to comply with the request made by the Government pursuant to Clause 17.3 above within such time as required by the Government, the Government may disqualify the Tenderer pursuant to Clause 3.9 of the Terms of Tender. If the Tenderer has submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Clause 17.1(b) above.

- 17.5 In providing the information required under Clauses 17.2 and 17.3 above, the Tenderer may show cause to satisfy the Government that in relation to any of the events as mentioned in Clause 17.1 above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.
- 17.6 If the Tenderer is a company, the expression “related person” of the Tenderer includes any one of the following:
- (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer (“majority shareholder”);
  - (b) a holding company or a subsidiary of the Tenderer;
  - (c) a holding company or a subsidiary of a majority shareholder (being a company) of the Tenderer; or
  - (d) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions “holding company” and “subsidiary” have the meanings given to them in the Companies Ordinance (Cap. 622).

- 17.7 If the Tenderer is a sole proprietor or partnership, the expression “related person” includes any one of the following:
- (a) any partner of the Tenderer (if it is a partnership);
  - (b) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or
  - (c) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.
- 17.8 References to related persons of the Tenderer, directors and management staff of the Tenderer or those of a related person in any of the applicable sub-clauses of Clause 17.1 above include persons who were in such capacity at such time of the event referred to in that sub-clause.

- 17.9 Notwithstanding anything to the contrary in the Tender Documents, the Government reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

**18. Complaints about Tendering Process or Contract Award**

The tendering process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Tenderer who feels that its Tender 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 or relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within three (3) months after the award of Contract.

**19. Environmental-friendly Measures**

19.1 Tenderers are requested to minimise the impact of their activities on the environment.

19.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:

- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
- (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
- (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

**20. Tender Briefing cum Site Visit**

A tender briefing cum site visit will be held at **1:45 p.m. on 3 September 2024 (Tuesday)**. Tenderers are advised to attend the site visit in order to determine the scale and costs of the Services to be provided. Interested parties who wish to attend are requested to complete the reply slip at Annex F to the Terms of Tender and fax it to the Director of Agriculture, Fisheries and Conservation (Attn: Nature Park Officer (Management)) at fax number **2631 9162** or email address of **kevin\_ky\_ho@afcd.gov.hk** **on or before 3 p.m. (Hong Kong time) on 2 September 2024 (Monday)**. Each Tenderer can register not more than two (2) persons for the site visit.

21. **Enquiry**

- 21.1 Any enquiries from the Tenderer concerning the Tender Documents should be in writing and reach the address or fax number below at least five (5) working days prior to the Tender Closing Date.

Director of Agriculture, Fisheries and Conservation  
(Attn.: Nature Park Officer (Management))  
Agriculture, Fisheries and Conservation Department  
5/F, Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road, Kowloon  
Hong Kong

Fax: 2631 9162

Email: kevin\_ky\_ho@afcd.gov.hk

- 21.2 Unless otherwise expressly stated by the Government in writing, any response by the Government (whether oral or written) to any enquiry by a prospective Tenderer is for information only. No such response will constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied).
- 21.3 After lodging a Tender with the Government, the Tenderer should not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or the Tender Documents.
- 21.4 All communications given or made by the Government or a Tenderer in relation to the Invitation to Tender must be in writing and sent or delivered to the other party in the manner provided in Clause 32 of the Conditions of Contract, save that the Government may, by prior notice to a Tenderer, require the Tenderer to send or deliver a written communication by post or facsimile only. A Tenderer should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.

**Essential and Other Requirements**

**1. Past Convictions**

1.1 A Tenderer who is convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “**Relevant Offences**”) is subject to the Debarment Period of a maximum of five (5) years from the date of the Tenderer’s last conviction, during which period the Tenderer is debarred from tendering for this Contract. The length of the Debarment Period is determined in accordance with Clauses 1.4 and 1.5 below and may be reviewed under the Review Mechanism in Clause 1.6 below. The Relevant Offences are as follows –

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

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

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

1.3 For the avoidance of doubt,

- (a) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted; and



(b) if the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred from tendering for any Non-skilled Worker Contract.

1.4 If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the Tenderer following the conviction of any of the Relevant Offences, the Tenderer shall be subject to a Debarment Period of five (5) years from the date of conviction, irrespective of whether a fine is also imposed.

1.5 For a Tenderer convicted of any of the Relevant Offences receiving a sentence other than imprisonment (including a suspended sentence), the applicable Debarment Period shall be determined with reference to the level of maximum fine that the Relevant Offence individually carries under the relevant ordinance in accordance with the following table –

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

1.6 The Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the Review Mechanism on a date before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period determined in accordance with Clauses 1.4 and 1.5 above in regard to that subsequent conviction.

1.7 The Tenderer must complete and submit as part of the Tender the Statement of Convictions in Contract Schedule 5 setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of five (5) years immediately preceding the Tender Closing Date. The Statement of Convictions shall be submitted in respect of:

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

The Statement of Convictions shall be certified to be true and correct by an authorised person of the Tenderer who is duly authorised by the Tenderer to submit the Tender for and on behalf of the Tenderer, and to execute contracts with the Government.

1.8 If a Tenderer is found to have made false declaration or untruthful revelation in the

Statement(s) of Convictions, the Government may without prejudice to any other rights which it has or may have, disqualify the Tenderer, or if it has been awarded the Contract, terminate the Contract immediately.

1.9 Notwithstanding Clause 1.1, in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:

(a) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and

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

1.10 A Tenderer must consent and must procure its participant or shareholders to consent to and authorise (i) the Government Representative to obtain from any Government bureaux/departments documents or information in relation to any conviction of an offence under the relevant Ordinances; and (ii) the relevant Government bureaux/departments to release and make available to the Government Representative all documents or information in relation to such conviction.

1.11 A Tenderer must complete and submit Contract Schedule 5 as part of its Tender stating that it and where applicable, each of its Participants or Shareholders:

(a) have not been convicted of any offences; or

(b) have been convicted of any offences (together with particulars of the conviction, including without limitation, dates of all such convictions),

under the Relevant Ordinances during the period immediately preceding the Tender Closing Date in accordance with Clauses 1.4 and 1.5. Where any conviction is under appeal or review, Contract Schedule 5 must also specify the date when the appeal or review is expected to be heard.

## **2. Demerit Points**

2.1 If a Tenderer has accumulated three (3) Demerit Points over a rolling period of thirty-six (36) months, it must be debarred from tendering for this Contract for a period of five (5) years from the date on which the third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

2.2 The record of Demerit Point(s) of a Tenderer will be evaluated under the separate criterion to be known as "Record of Demerit Point(s)" as part of the technical assessment in the marking scheme. Based on the Tenderer's records of Demerit Points in the period of thirty-six (36) months immediately preceding the Tender Closing Date, the Tenderer will be accorded marks (if any) under this criterion in accordance with the following scale –

<b>Demerit Point accumulated by the Tenderer in the period of 36 months immediately preceding the Tender Closing Date</b>	<b>Marks gained under the “Record of Demerit Point(s)” criterion</b>
No Demerit Point	100% of the total marks assigned to the “Record of Demerit Point(s)” criterion
One (1) Demerit Point	50% of the total marks assigned to the “Record of Demerit Point(s)” criterion
Two (2) Demerit Points	0% of the total marks assigned to the “Record of Demerit Point(s)” criterion

2.3 Any Demerit Point which is under appeal to the procuring department of the Government which issued the same will still be counted for the purpose of debarment and for the purpose of Clause 2.2 above.

### **3. Conviction and Demerit Points of Sub-contractors**

If sub-contracting is allowed in this Invitation to Tender and if the Tenderer proposes in its Tender that a sub-contractor be appointed to carry out any of the Services:

- (a) the Tenderer shall ensure that the sub-contractor proposed in the Tender has not been debarred due to conviction of any of the Relevant Offences in Clause 1 and has not accumulated of three (3) or more Demerit Points in Clause 2; and
- (b) the Tenderer shall submit as part of its Tender a Sub-contractor’s Acknowledgement duly signed by the proposed sub-contractor,

otherwise its Tender may not be considered further.

### **4. Tender submission**

Each Tenderer must submit only one Tender. Joint submission is not allowed. If a Tenderer submits two or more Tenders, or a Tender is jointly submitted by two or more Tenderers or by a joint venture (either incorporated or unincorporated), all such Tenders will not be considered.

### **5. Requirements on the Tenderer and the Proposed Supervisor**

- 5.1 It is an essential requirement that a Tenderer must possess an aggregate of not less than one (1) year of experience in providing landscape maintenance services to commercial, residential, government or educational premises in the ten (10)-year period immediately preceding the Original Tender Closing Date.
- 5.2 It is an essential requirement that a Tenderer must propose at least one Supervisor who shall possess an aggregate of not less than one (1) year of full-time working experience at supervisory level in landscape maintenance services in the ten (10)-year period immediately preceding the Original Tender Closing Date.

5.3 **Any Tenderer who does not satisfy any of the essential requirements set out in Clauses 5.1 and 5.2 above will be disqualified and its Tender will not be further considered.**

5.4 A Tenderer must submit documentary proof of its compliance with the experience specified in Clauses 5.1 and 5.2 above. The Government will not consider the experience claimed by a Tenderer if documentary proof is not provided.

## 6. **Heat Stroke Prevention Work Plan**

6.1 Since this Contract involves Non-skilled Workers performing duties outdoors, it is an essential requirement that the Tenderer shall submit as part of its Tender a Heat Stroke Prevention Work Plan which shall cover at least the following proposals by the Tender Closing Date, otherwise the Tender will not be considered further:

- (a) making suitable work arrangement such as rescheduling work to cooler periods and cooler places;
- (b) carrying out measures by making reference to the Labour Department's "Guidance Notes on Prevention of Heat Stroke at Work" published on 2 May 2024 at [https://www.labour.gov.hk/common/public/oh/Heat\\_Stress\\_GN\\_en.pdf](https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf) (as may be updated from time to time) covering at least the following:
  - (i) to conduct heat stress risk assessments of heat stress for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
  - (ii) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, and providing sheltered/ventilated resting places) based on the risk assessment results; and
  - (iii) to arrange hourly rest breaks as appropriate for Non-skilled Workers working outdoors, based on the recommendations and criteria provided in the "Guidance Notes on Prevention of Heat Stroke at Work", when the Heat Stress at Work Warning issued by the Labour Department is in force;
- (c) providing potable water at all times during work;
- (d) providing uniforms with dry-fit properties; and
- (e) providing wide-brimmed hats, arm sleeves or umbrellas.

6.2 The Heat Stroke Prevention Work Plan as specified in Clause 6.1 above must be certified by a registered safety officer who has valid registration as at the Tender Closing Date with

the Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) using the form set out in Annex F to the Terms of Tender ("Safety Officer Certification"). Details of registered safety officers are available on the Labour Department's homepage at [https://www.labour.gov.hk/eng/faq/oshq8\\_whole.html](https://www.labour.gov.hk/eng/faq/oshq8_whole.html).

- 6.3 A Tenderer which has failed to submit the Safety Officer Certification signed by a safety officer as aforesaid by the Tender Closing Date will be disqualified and its Tender will not be considered further.**

## **Marking Scheme for the Provision of Landscape Maintenance Services at the Long Valley Nature Park**

### **1. The Marking Scheme**

- 1.1 The Government will use a marking scheme in assessing Tenders which have met all essential requirements. A technical to price weighting of 50:50 will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All Tenders will be assessed according to the marking scheme and assessment criteria in Sections 2 and 3. The Tender with the highest combined score will normally be recommended for acceptance.

### **2. Technical Assessment**

- 2.1 The maximum total technical marks are one hundred (100) and are divided into nine (9) Assessment Criteria. There is no overall passing mark for the total marks scored in the Technical Assessment. Passing marks of four (4), two (2) and one (1) are set for Assessment Criteria A(1), A(2) and A(3), respectively. **Any Tenders failing to attain any passing mark under Assessment Criteria A(1), A(2) or A(3) will not be considered further.** The Tender which has passed the technical assessment and attained the highest technical mark will be awarded a weighted technical score of fifty (50), while the weighted technical mark for other Tenders which have passed the technical assessment will be calculated by the formula in Clause 2.5 below.
- 2.2 The submission for the Execution Plan, excluding related annexes and documentary proof, shall not be more than one hundred (100) pages in A4 size paper for text (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit and/or not complying with the specified requirements on margin and/or font size will be considered in the tender evaluation but marks will be deducted from the total technical marks as follows:

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

- 2.3 The submission for Sections B and C of the marking scheme shall be in separated pages from that of Section A of the marking scheme and in A4 size paper for text (with margin not less than 25 mm and character font size not less than 12). The submission for Sections B and C of the marking scheme shall include but not limited to the documentary proof and statement for fulfilling the Services requirement. The pages submitted for Sections B and C of the marking scheme would not be accumulated to the limitation of pages as specified at Clause 2.2 above.

2.4 The Assessment Criteria and respective marks/ standard scores are set out below:

Assessment Criterion (See Note 1)			Maximum Mark	Unit Mark (M)	Standard Score (S) (See Note 1)						Mark Scored (M x S)	Passing Mark
					5	4	3	2	1	0		
Section (A) - Execution Plan												
(1)	Work Plan (See Notes 2 and 5)	20	4								4	
(2)	Resource and Management Plan (See Notes 3 and 5)	10	2								2	
(3)	Contingency Plan (See Notes 4 and 5)	5	1								1	
(4)	Innovative Suggestions											
	(a) Pro-innovation proposals – directly relevant to the Services (See Note 6)	10	5								–	
	(b) ESG proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services (See Note 7)	4	2								–	
	Sub-total for Section (A)	49									–	
Section (B) - Experience and Qualification												
(5)	Tenderer’s experience in the provision of landscape maintenance services (See Note 8)	8	2								–	
(6)	Experience of the Proposed Supervisor (See Note 9)	3	1								–	
	Sub-total for Section (B)	11									–	
Section (C) - Wages, Working Hours & Record of Demerit Point(s)												
(7)	Proposed monthly wages for Workers (See Note 10)	33	N.A.								–	
(8)	Proposed daily maximum net working hours for Workers (See Note 11)	2	2								–	
(9)	Record of Demerit Points under All Government Contracts (See Note 12)	5	2.5								–	
	Sub-total for Section (D)	40									–	
	Total Technical Mark	100									–	

- 2.5 A Tender which has passed technical assessment will be considered as a “conforming tender”. A maximum weighted technical score of fifty (50) will be allocated to the conforming tender with the highest total technical mark, while the weighted technical score for other conforming tenders will be calculated by the following formula –

$$\text{Weighted Technical Score} = 50 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest total technical mark among the conforming tenders}}$$

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

### Explanatory Notes for Technical Assessment

#### Note 1 : for Assessment Criteria (1) to (9)

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

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

#### Note 2: for Assessment Criterion (1) – Work Plan

The Work Plan shall cover the following items:

- a staff deployment plan setting out the distribution and responsibilities of all Staff in meeting the performance requirements of the Contract;
- daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the landscape maintenance services;
- safety measures adopted for the performance of the Contract;
- details of the arrangement of leave relief to cover staff on leave including the minimum qualification and experience requirement for the leave relief staff;
- details of the arrangement during transition-in and transition-out periods including implementation plan and timeline in arrangement of taking over/handing over of duties at pre-commencement and upon expiry of the Contract; and
- a resource plan, including the list of tools and equipment and their maintenance, in meeting the requirements of the Services.



**Note 3: for Assessment Criterion (2) – Resource and Management Plan**

The Resource and Management Plan shall cover the following items:

- (a) an organisation chart showing the line of command and division of labour of the proposed workforce;
- (b) details of the mechanism setting out the monitoring and appraisal system on daily supervision of the workers for ensuring delivery of quality service, dealing with unsatisfactory standard of performance/conduct/discipline of the workers and preventing recurrence of sub-standard services;
- (c) details of the training programmes provided to staff for the performance of the Contract.

**Note 4: for Assessment Criterion (3) – Contingency Plan**

The Contingency Plan shall cover the following items:

- (a) details of the operational strategy during contingency or emergency situations including availability of additional resources, provision of emergency contact numbers/hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice;
- (b) a risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively including the response time to each emergency situation for handling emergency situations, such as tropical cyclone, rainstorm, vandalism, prolonged flooding and drought, fire and accident, labour dispute, etc.; and
- (c) details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

**Note 5: for Assessment Criteria (1), (2) and (3)**

- (a) Standard scores will be given to Assessment Criteria (1), (2) and (3) in accordance with the following six-grade approach –
  - 5 -The proposed plan is **practical** and with **detailed information** on **all** items as well as **proposals** that could effectively **enhance/ improve** the **quality/ performance of the Services** on **over half** of the items of the respective plan as required in Notes 2 to 4 above.
  - 4 -The proposed plan is **practical** and with **detailed information** on **all** items as well as **proposal(s)** that could effectively **enhance/ improve** the **quality/ performance of the Services** on **at least one but not over half** of the items of the respective plan as required in Notes 2 to 4 above.
  - 3 -The proposed plan is **practical** and with **detailed information** on **all** items of the respective plan as required in Notes 2 to 4 above.
  - 2 -The proposed plan is **practical** and with **detailed information** on **over half** of the items and with brief information covering the remaining items of the respective plan as required in Notes 2 to 4 above.
  - 1 -The proposed plan is **practical** and with **detailed information** on **half or less than half** of the items and with brief information covering the remaining items of the respective plan as required in Notes 2 to 4 above.

- 0 - The proposed plan is **impractical** or **fails** to provide information on **any** of the items of the respective plan as required in Notes 2 to 4 above.

- (b) The meaning of “over half” of the items of the respective plan as required in Notes 2 to 4 are as follows:

	Work Plan	Resource and Management Plan	Contingency Plan
Over half (items)	4 or more	2 or more	2 or more

- (c) The meaning of “half or less than half” of the items of the respective plan as required in Notes 2 to 4 are as follows:

	Work Plan	Resource and Management Plan	Contingency Plan
Half or less than half (items)	0 – 3	0 – 1	0 – 1

- (d) For the avoidance of doubt, proposal(s) that could effectively enhance/ improve the quality/ performance of the Services to be assessed under Assessment Criteria (1), (2) and (3) will normally not alter the existing or conventional mode of service delivery, e.g. shortening the response time when the level of service fails to meet the requirements set out in the contract, increasing the percentage of time meeting the level of service required in the contract, etc. “Pro-innovation proposals” to be assessed under Assessment Criterion (4)(a) are suggestions that are not featured in the existing or conventional mode of service delivery.
- (e) All practical information included in the proposed Execution Plan submitted by the successful Tenderer under Assessment Criteria (1) to (3) shall form part of the Contract to the extent as accepted by the Government.

**Note 6: for Assessment Criterion (4)(a) – Pro-innovation proposals**

- (a) Marks will be given if the proposed pro-innovation proposals are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general. Pro-innovation proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable.
- (b) Tenderers may propose pro-innovation proposals involving application/adoption of new technology/ inventions and/or innovative application of existing/matured technology that may enhance service delivery while contributing to the development of Smart City and innovation and technology development. Pro-innovation proposals may not necessarily be technology-related, but should bring all or some or any one of the improvements/positive values/benefits in terms of the following –
- (i) enhance service delivery in vegetation maintenance e.g. automatic refuse collection

- equipment; and/or
- (ii) enhance service delivery in horticultural and tree maintenance e.g. smart patrol devices and mobile surveillance cameras.
- (c) Standard scores will be given to effective and practicable pro-innovation proposals in accordance with the following rule:
- 2 -The proposed plan contains **more than two (2)** effective and practicable pro-innovation proposals.
- 1 -The proposed plan contains **one (1) or two (2)** effective and practicable pro-innovation proposals.
- 0 -The proposed plan does not contain any effective and practicable pro-innovation proposals.
- (d) Para. (d) of Note 5 above is also applicable to this Note.
- (e) Marks will not be given to any pro-innovation proposal / ESG proposal which (i) is related to labour benefit measures scored under the assessment criterion section C “Wages, Working Hours & Record of Demerit Point(s)” or (ii) a tenderer will neither be capable of nor responsible for implementation.
- (f) A suggestion that scores marks under pro-innovation proposals will not earn marks again under ESG proposals and vice versa. In case a tenderer specified the type of a suggestion under both pro-innovation proposals and ESG proposals and the Tender Assessment Panel (“TAP”) considers that the same suggestion could earn marks under pro-innovation proposals and ESG proposals, it will be taken as scoring marks under pro-innovation proposals only. Each suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.
- (g) Tenderers should propose pro-innovation proposals and ESG proposals and explain clearly with sufficient details on what improvements/positive values/benefits to which their proposed pro-innovation proposals and ESG proposals can bring about as well as how they are to be implemented by filling in Contract Schedule 7 (Pro-innovation Proposals and ESG Proposals) to facilitate tender evaluation.
- (h) Apart from the schedule of pro-innovation proposals and ESG proposals mentioned in (g) above, tenderers shall submit the following information for demonstrating the effectiveness and practicability of the pro-innovation proposals / ESG proposals. Marks will not be given if the tenderers only propose a concept without sufficient details. The information that shall be provided by the tenderers includes the following –
- (i) if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc. : scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
- (ii) if the suggestion is concerned with a kind of measure, service, scheme and activity, etc. : the objective, scope of the services involved, details on how to implement, functions,

quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and

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

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

- (a) Marks will be given if the ESG proposals will improve environmental protection, sustainability or governance or social responsibility in the execution of the contract throughout the contract period, which may not need to be directly relevant to the Services, but can bring about positive values/benefits to the Government or the public at large.
- (b) ESG proposals shall contribute to all or some or any of the following positive values or benefits –
  - (i) environmental protection and sustainability;
  - (ii) social responsibility; and
  - (iii) governance.
- (c) Standard scores will be given in accordance with the following rule:
  - 2 –The proposed plan contains **more than two (2)** practicable and effective ESG proposals contributing to any of the positive values/benefits as listed in (b) of this Note above.
  - 1 –The proposed plan contains **one (1) or two (2)** practicable and effective ESG proposal

contributing to any of the positive values/benefits as listed in (b) of this Note above.

0 –The proposed plan does not contain any effective and practicable ESG proposal.

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

**Note 8: for Assessment Criterion (5) – Tenderer’s experience in the provision of landscape maintenance services**

- (a) Assessment will be based on the aggregate number of years of experience in providing landscape maintenance services to commercial, residential, government or educational premises in the ten (10)-year period immediately preceding the Original Tender Closing Date.
- (b) Standard scores will be given to Assessment Criterion (5) in accordance with the following rule –
  - 4 – An aggregate of eight (8) or more years’ experience.
  - 3 – An aggregate of six (6) to less than eight (8) years’ experience.
  - 2 – An aggregate of four (4) to less than six (6) years’ experience.
  - 1 – An aggregate of two (2) to less than four (4) years’ experience.
  - 0 – An aggregate of one (1) to less than two (2) years’ experience.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of contract) to substantiate its claim of the experience. Experience not substantiated will not be taken into account.
- (d) Local and/or non-local experience will be counted.
- (e) The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered under the same name of the Tenderer. For the avoidance of doubt, a Tenderer’s experience gained in its capacity as a sub-contractor or the experience of a parent company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of “parent company” and “subsidiary” follow the meanings under the Companies Ordinance (Cap. 622).
- (f) If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual experience of the participants to the partnership, will be counted.
- (g) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, “an aggregate of two (2) years’ experience” is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience under a single contract or different contracts.
- (h) It is not necessary for a Tenderer to have continuous experience in providing landscape maintenance services in the past ten (10)-year period immediately preceding the Original Tender Closing Date.
- (i) For the purpose of tender assessment, the relevant experience in providing landscape maintenance services could be gained under the same contract or different contracts through direct employees. However, a Tenderer’s experience under different contracts of landscape

maintenance services will not be double-counted for those overlapping periods.

**Note 9: for Assessment Criterion (6) – Experience of the Proposed Supervisor**

- (a) Assessment will be based on the working experience on or before the Original Tender Closing Date, apart from those stated in the essential requirements, possessed by the proposed Supervisor set out in the Tenderer's Contract Schedule 3.
- (b) Standard scores will be given to Assessment Criterion (6) in accordance with the following rule –
  - 3 – The proposed Supervisor possessing an aggregate of more than five (5) years' full-time experience at supervisory level of landscape maintenance services in the ten (10)-year period immediately preceding the Tender Closing Date.
  - 2 – The proposed Supervisor possessing an aggregate of more than three (3) to five (5) years' full-time experience at supervisory level of landscape maintenance services in the ten (10)-year period immediately preceding the Tender Closing Date.
  - 1 – The proposed Supervisor possessing an aggregate of more than one (1) to three (3) years' full-time experience at supervisory level of landscape maintenance services in the ten (10)-year period immediately preceding the Tender Closing Date.
  - 0 – The proposed Supervisor possessing an aggregate of one (1) year's full-time experience at supervisory level of landscape maintenance services in the ten (10)-year period immediately preceding the Tender Closing Date, or the Tenderer fails to produce documentary proof to support its claim of experience.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of employment contract/referee's letter) to substantiate its claim of the working experience. Working experience not substantiated will not be taken into account.
- (d) Local and/or non-local Hong Kong experience will be counted.
- (e) If more than one Supervisor is proposed by a Tenderer, standard score will be given according to proposed Supervisor who has the lower experience. For example, if a Tenderer proposes Supervisors A and B, both of whom meeting the essential requirement. Proposed Supervisor A possesses five (5) years of relevant experience, and proposed Supervisor B possesses two (2) years of relevant experience. The lower experience possessed by proposed Supervisor B, i.e. two (2) years, will be counted. The Tenderer will be given a standard score of one (1) for this Assessment Criterion.
- (f) If the successful Tenderer (i.e. the Contractor) proposes more than one Supervisor, the Government shall have the right to require the successful Tenderer to provide all the Supervisors it proposes. Each of such Supervisors shall possess the experience in respect of Note (b) above as set out in the successful Tenderer's Contract Schedule 3.

**Note 10: for Assessment Criterion (7) – Proposed Monthly Wages for Workers**

- (a) Marks will be given to Assessment Criterion (7) in accordance with the following rule –

Zero mark will be given for a monthly wage offer equivalent to the SMW plus rest day pay rate. Additional marks might be given for a wage offer higher than the SMW plus rest day pay rate. Tenderers are advised to refer to the mark calculation method, which is illustrated in the following example. The marks scored by each Tender will be rounded to the nearest two (2) decimal places.

The marks scored by each Tender passing Assessment Criterion (1) of the technical assessment will be determined by the following formula –

- W = Proposed monthly wage for Workers of the Tender being considered  
H = Highest proposed monthly wage for Workers among all conforming tenders  
S = **\$9,920**, i.e. SMW plus rest day pay rate

$$\text{Marks scored} = 33 \times \frac{W - S}{H - S}$$

Illustrative Example for Tenderer's  
Proposed Monthly Wage

$$\begin{aligned} \text{Marks scored} &= 33 \times \frac{13,500 - 9,920}{16,000 - 9,920} \\ &= 19.43 \end{aligned}$$

- (a) The marks scored will be rounded to the nearest two (2) decimal places according to the rounding method as shown in the Note under Clause 2.5 above.
- (b) If a Tenderer fails to indicate any monthly wage or monthly wage is less than the SMW plus rest day pay rate, the Tender will be evaluated but the respective monthly wage proposed will be deemed to be equal to SMW plus rest day pay rate for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm their abidance by the SMW plus rest day pay rate upon request by the Government Representative at any time before the tender exercise is completed. If the Tenderer offers a higher amount than the SMW plus rest day pay rate in a subsequent clarification in writing, the tender will only be assessed on the basis that the monthly wage offered by the Tenderer is the same as the SMW plus rest day pay rate. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

**Note 11: for Assessment Criterion (8) – Proposed Daily Maximum Net Working Hours for Workers**

- (a) Standard scores will be given to Assessment Criterion (8) in accordance with the following rule –
- 1 - Proposed daily maximum net working hours for all Workers are **ten (10) hours** excluding meal break (i.e. net total) **or less**.
  - 0 - Proposed daily maximum net working hours for all Workers are **more than ten (10) hours** excluding meal break (i.e. net total).

- (b) If a Tenderer fails to indicate any daily maximum net working hours, the Tender will be evaluated but the respective working hours proposed will be deemed to be more than ten (10) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum net working hours of ten (10) hours or less in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the Tender will only be assessed on the basis that the daily maximum net working hours offered by the Tenderer is more than ten (10) hours. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

**Note 12: for Assessment Criterion (9) – Record of Demerit Points under All Government Contracts**

- (a) Where a Tenderer has been a Government service contractor of Non-skilled Worker Contract within thirty-six (36) months immediately before the Tender Closing Date (“Previous Government Contractor”), standard scores will be given to Assessment Criterion (9) in accordance with the following rule –
- 2 - No Demerit Points accumulated by the Tenderer in the period of thirty-six (36) months immediately preceding the Tender Closing Date.
  - 1 - One (1) Demerit Point accumulated by the Tenderer in the period of thirty-six (36) months immediately preceding the Tender Closing Date.
  - 0 - Two (2) Demerit Points accumulated by the Tenderer in the period of thirty-six (36) months immediately preceding the Tender Closing Date.
- (b) Where a Tenderer has not been a Previous Government Contractor, it will be given an average mark which is calculated by dividing the aggregate marks under Assessment Criterion (9) of the Marking Scheme of all Tenderers who have been a Previous Government Contractor and have scored the passing mark for Assessment Criteria (1) of Section (A) Execution Plan of the marking scheme in the technical assessment by the number of such Tenderers rounded to the nearest two (2) decimal places according to the rounding method as shown in the Note under Clause 2.5 above.
- (c) Demerit Points under appeal will still be counted for the purpose of tender evaluation.

**3. Price Assessment**

- 3.1 Failure to submit a price proposal in the form of Contract Schedule 1 with price information in Sections 1 and 2 of Part A of Contract Schedule 1 duly completed by the Tender Closing Date will render a Tender invalid and will not be considered further. The price assessment is based on the Estimated Contract Price of the Tenders which have passed the technical assessment.
- 3.2 A maximum weighted price score of fifty (50) will be allocated to the conforming tender with the lowest Estimated Contract Price, while the weighted price score for other conforming tenders will be calculated by the following formula –



$$\text{Weighted Price Score} = 50 \times \frac{\text{The lowest Estimated Contract Price among the conforming tenders}}{\text{Estimated Contract Price of the conforming tender being assessed}}$$

[Note: The weighted price score of each Tender will be rounded to the nearest two (2) decimal places according to the rounding method as shown in the Note under Clause 2.5 above.]

#### 4. **Combined Score**

4.1 The combined score of a conforming tender will be determined by the following formula –

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

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

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

THIS GUARANTEE is made on the ..... day of .....  
BETWEEN .....  
of ....., a bank within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor") of the one part and the Government of the Hong Kong Special Administrative Region (hereinafter called the "Government") of the other part.

**WHEREAS**

(A) By a contract (hereinafter called the "Contract") dated the <day> of <month year> made between <Name of Contractor> of <Address of Contractor> (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as the Agriculture, Fisheries and Conservation Department Contract No. AFCD/NP/02/24), the Contractor agreed and undertook to provide the Services upon the terms and conditions of the Contract.

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

Now the Guarantor HEREBY AGREES with the Government as follows:

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

(2) In consideration of the Government entering into the Contract with the Contractor:

(a) The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract.

(b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.

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

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

(a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);

(b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;

(c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;

(d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the

obligations of the Contractor set out in the Contract;

- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the date falling three (3) months after the expiry of the Contract; or
- (b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,

whichever is the later.

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

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

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

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

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

(a) upon the Government, at the Agriculture, Fisheries and Conservation Department of 5/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Hong Kong marked for the attention of Director of Agriculture, Fisheries and Conservation, facsimile number (852) 2631 9162;

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

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

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed\_\_\_\_\_.

(15) The Guarantor hereby acknowledges that

(a) the Guarantor should read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee.; and

(b) no Government officer is authorised to advise on, make representations regarding or amend (other than by a written instrument signed by both the Guarantor and the Government) the terms and conditions of this Guarantee.

IN WITNESS whereof the said Guarantor ..... has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

\* The [Common Seal/Seal\*] of the said )  
Guarantor was hereunto affixed and )  
signed )  
by ..... )

.....  
[Name & Title] )  
duly authorised by its board of )  
directors..... )  
..... )  
in the presence of ..... )  
.....  
[Name & Title]

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

\* Please delete as appropriate

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

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

Revised on 17.5.2023

**Standard Employment Contract**  
**for Employees of Contractors of Government Service Contract (Note 1)**  
**Government Service Contract No.: \_\_\_\_\_ (Note 2)**

This employment contract is made between \_\_\_\_\_  
 ("the Employer") at the address of \_\_\_\_\_  
 \_\_\_\_\_ and Mr/Ms\* \_\_\_\_\_  
 (Hong Kong Identity Card No. \_\_\_\_\_) ("the Employee") at the address  
 of \_\_\_\_\_.

The Employer and the Employee understand and agree to observe the terms of employment set out below. Both parties understand that this employment contract is governed by the laws of Hong Kong, in particular, the Employment Ordinance, Chapter 57, the Employees' Compensation Ordinance, Chapter 282 and the Minimum Wage Ordinance, Chapter 608. Both parties acknowledge that they have read the attached Guidance Notes on Signing of Standard Employment Contract ("the Guidance Notes").

1. This employment contract shall commence on \_\_\_\_\_ (day/month/year).
2. The Employee shall be employed by the Employer as \_\_\_\_\_ (post title) to work under the government service contract (contract no.: \_\_\_\_\_ (Note 2), date of award of contract: \_\_\_\_\_ (day/month/year)). The place of work as specified in the aforesaid government service contract is \_\_\_\_\_. If necessary, the Employer shall be allowed to deploy the Employee to work within \_\_\_\_\_ region (Note 3) under an urgent situation or on an ad hoc and limited basis in the course of this employment contract. (Note 4)
3. (a) The Employee shall work \_\_\_\_\_ days a week, and his/her daily working hours shall be: (Note 5)
 

☐ \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\* and \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\*  
☐ on shift  
 \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\* and \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\*;  
 \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\* and \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\*; or  
 \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\* and \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\*
- (b) The meal time of the Employee shall be from \_\_\_\_\_ a.m./p.m.\* to \_\_\_\_\_ a.m./p.m.\* / \_\_\_\_\_ hour(s)/minutes\* per day and is (Note 6):
 

☐ counted as hours worked and its pay has been included in the monthly wages payable under 6(a). (Note 7)  
☐ not counted as hours worked and shall be paid at the rate of HK\$\_\_\_\_\_ per day on top of the monthly wages payable under Clause 6(a).  
☐ not counted as hours worked and no payment will be made in this respect.

Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above working hours, provided that such adjustment should be on an ad hoc basis and it should not affect the original number of working hours in a day of the Employee.

4. The Employee is entitled to 1 paid rest day in every period of 7 days. The paid rest day for the Employee shall be on every \_\_\_\_\_ / granted on an irregular basis\* (in which case the Employer must inform the Employee in writing of the appointed paid rest days, or exhibit the Employee's roster of paid rest days in a conspicuous place in the place of employment, before the beginning of each month). The rest day pay of the Employee shall be a sum equivalent to the pay for the Employee's work on a normal working day (excluding overtime pay).
5. Contractual day-off other than paid rest days as specified in Clause 4 shall be (if applicable):
- ☐ paid at the rate of HK\$\_\_\_\_\_ per day/a sum equivalent to the pay for the Employee's work on a normal working day\* on top of the monthly wages payable under Clause 6(a).
  - ☐ unpaid.
6. If the Employee works in accordance with the working hours as specified in Clause 3(a) of this employment contract, he/she shall receive:
- (a) ☐ monthly wages (excluding any overtime pay) of HK\$\_\_\_\_\_, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 4. (Note 7)  
Irrespective of the number of days in a particular month, the Employee shall be paid monthly wages equivalent to the wages specified in this employment contract. The Employee's deductions for absence from work shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month.  
☐ wages for working in each workplace calculated pro-rata according to the monthly wages specified in the Tables under Clause 2 of the Schedule if he/she is employed to work for the Employer under different government service contracts undertaken by the Employer in the same region. (The Schedule to this employment contract must also be completed.)  
Any allowance shall be paid on top of the above wages.
  - (b) the overtime pay and pay for work on rest day/contractual day-off shall be \_\_\_\_\_% (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in Clause 3(a) of this employment contract or on a rest day/contractual day-off. (Note 8)
  - (c) the pay for meal time if the periods of meal time as specified in Clause 3(b) are not counted as hours worked and are payable.
  - (d) the pay for contractual day-off, if any, as specified in Clause 5.
  - (e) the pay for working under typhoon signal no. 8 or above as specified in Clause 27 below or Clause 5 of the Schedule.
  - (f) additional remuneration, if any, in accordance with the Minimum Wage Ordinance. (Note 9)



- (g) any other sums payable to the Employee under the provisions of this employment contract or the laws of Hong Kong.
7. The wage period shall be one month. Wages (including overtime pay and any other sums payable under Clause 6) shall be paid in any case not later than 7 days after the expiry of the wage period. Similarly, wages and any sum due to the Employee (including the gratuity under Clause 28 (if any) and any other sums due in respect of this employment contract) must be paid not later than 7 days after the expiry or termination of this employment contract. If the Employee is employed by the Employer to work for more than one Post (as defined in the Schedule) and a gratuity is payable to the Employee under Clause 6 of the Schedule upon the expiry or termination of the Post that he/she has worked, the gratuity shall be paid not later than 7 days after the expiry or termination of the relevant Post.
  8. The Employer and the Employee agree that all wages (including overtime pay and other sums payable under Clause 6 but excluding the gratuity and any sum payable upon expiry or termination of this employment contract or a Post) shall be paid directly by way of automatic payment into a bank account in the Employee's name with a bank licensed under the Banking Ordinance, Chapter 155. The Employer shall also provide a wage record (pay slip) setting out the breakdown of wages for each wage period to the Employee for reference. If the Employee agrees, the Employer may pay the gratuity (if any) and any sum payable upon expiry or termination of this employment contract or a Post (including wages) by cheque not later than 7 days after the expiry or termination of this employment contract or the Post.
  9. No deductions shall be made by the Employer from the wages of the Employee other than permitted deductions made in accordance with the Employment Ordinance and the Employee's contribution in accordance with the Mandatory Provident Fund Schemes Ordinance, Chapter 485, and the sum to be deducted shall not exceed the limit stipulated therein. Subject to the provisions of the law, any operating and/or administrative costs due to wear and tear of fixed assets and equipment including expenses on uniforms (clothing, shoes, socks, etc.), training fees, administrative costs, cleaning fees, tool charges, travelling expenses, deposits, etc, and any sum and/or deductions imposed on the Employer by the procuring department pursuant to the terms of the relevant government service contract shall be borne by the Employer and not be charged to the Employee or recovered by deductions from the Employee's wages.
  10. The Employee shall be entitled to statutory rights and benefits and the relevant protection such as rest days, statutory holidays, paid annual leave, maternity leave, paternity leave and sickness allowance in accordance with the Employment Ordinance.
  11. The Employer shall arrange the Employee to take rest days, statutory holidays and paid annual leave on separate dates in accordance with the Employment Ordinance. These holidays must not be substituted by each other.
  12. The Employer shall comply with the provisions of the Employees' Compensation Ordinance. The Employee shall be entitled to the rights, benefits and protection provided under the Employees' Compensation Ordinance.
  13. The Employer shall comply with the provisions on safety and health under the Occupational Safety and Health Ordinance, Chapter 509 and the Factories and Industrial Undertakings Ordinance, Chapter 59.

14. The Employee **is/is not**\* required to obtain a security personnel permit according to the requirements of the Security and Guarding Services Ordinance, Chapter 460. (Note 10)
15. The Employer shall arrange the Employee to enrol as a member of a mandatory provident fund scheme and pay the contribution to the relevant registered scheme each month in accordance with the Mandatory Provident Fund Schemes Ordinance. The Employer shall issue to the Employee a record of mandatory provident fund contribution within 7 working days after each monthly contribution.
16. When typhoon signal no. 8 or above is hoisted,
- ☐ the Employee is not required to work and no wages shall be deducted. The Employee is required to resume duty if typhoon signal no. 8 is lowered not less than \_\_\_\_\_ hours before close of working hours.
  - ☐ the Employee is required to work and is entitled to reimbursement of extra travelling expenses.
  - ☐ the Employee is required to work and is entitled to a typhoon allowance of HK\$\_\_\_\_\_.

For the avoidance of doubt, the benefits conferred under this Clause are in addition to the pay for working under typhoon signal no. 8 or above as specified in Clause 27 below or Clause 5 of the Schedule.

17. When black rainstorm warning is hoisted,
- ☐ the Employee is not required to work and no wages shall be deducted. The Employee is required to resume duty if the black rainstorm warning is lowered not less than \_\_\_\_\_ hours before close of working hours.
  - ☐ the Employee is required to work and is entitled to reimbursement of extra travelling expenses.
  - ☐ the Employee is required to work and is entitled to a rainstorm allowance of HK\$\_\_\_\_\_.
18. When “extreme conditions” as announced by the Government before typhoon signal no. 8 is replaced with typhoon signal no. 3 are in force (Note 13):
- ☐ the Employee is not required to work and no wages shall be deducted. The Employee is required to resume duty if the “extreme conditions” are cancelled not less than \_\_\_\_\_ hours before close of working hours.
  - ☐ the Employee is required to work and is entitled to reimbursement of extra travelling expenses.
  - ☐ the Employee is required to work and is entitled to an “extreme conditions” allowance of HK\$\_\_\_\_\_. The Employee **is / is not**\* entitled to this “extreme conditions” allowance if he/she has been paid typhoon allowance as specified in Clause 16.

19. \*The probation period of the Employee shall be \_\_\_\_\_ day(s)/month(s) \*.

20. Either party may terminate this employment contract under the following circumstances:

- ☐ During the first month of the probation period, both parties are not required to give notice or payment in lieu of notice. During the rest of the probation period, a notice period of \_\_\_\_ day(s)/month(s) \* or payment in lieu of notice is required.

After the probation period, a notice period of \_\_\_\_\_ day(s)/month(s) \* or payment in lieu of notice is required.

- ☐ There is no probation period, a notice period of \_\_\_\_\_ day(s)/month(s) \* or payment in lieu of notice is required.

21. Should there be any legislative amendment to the relevant legislation subsequent to the signing of this employment contract which in effect confers more favourable terms on the Employee than what he/she is entitled to under this employment contract, the provision of the legislation shall prevail and the employment contract shall be taken to be varied accordingly. Should the rights and benefits conferred on the Employee after the legislative amendment be still less favourable than the terms of this employment contract, the terms of this employment contract shall prevail.
22. The Employer shall provide a copy of this employment contract signed by both parties (including the Schedule to this employment contract, if any, and the attached Guidance Notes on Signing of Standard Employment Contract) to the Employee for his/her retention.
23. Any variation, amendment, cancellation or addition to any terms of this employment contract (including the Schedule) must not extinguish or reduce any right, benefit or protection conferred upon the Employee by this employment contract, and must be duly signed by both parties, otherwise it shall be void. The Employer shall provide a copy of the amendments duly signed by both parties to the Employee for retention.
24. The Employee consents to the Employer providing his/her wage records, attendance records and other relevant information to \_\_\_\_\_ [name(s) of procuring department(s)] (Note 11) for the purpose of monitoring the Employer's fulfillment of employment- related obligations under the government service contract(s).
25. The Employee consents to the Employer providing copies of this signed employment contract together with the amendments, if any, to \_\_\_\_\_ [name(s) of procuring department(s)] (Note 11) for record and for the purpose of monitoring the Employer's compliance with the government service contract(s). The Employee also consents to the procuring department(s) providing copies of this signed employment contract together with any amendments, and any other relevant information to other government departments and enforcement agencies for the purpose of monitoring the Employer's compliance with the relevant legislation.
26. (a) The Employee is entitled to the holiday pay provided that the Employee has been employed by the Employer under a continuous contract as defined in the Employment Ordinance ("continuous contract") in respect of the government service contract specified in Clause 2 above for not less than one month immediately preceding a statutory holiday. Holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance and shall be paid to the Employee not later than the day on which he/she is next paid his/her wages after that statutory holiday. For the avoidance of

doubt, this Clause 26 shall not prejudice the Employee's entitlements to holiday pay under the Employment Ordinance.

- (b) If the Employee is employed by the Employer to work for more than one Post, details of the holiday pay payable is set out in Clause 4 of the Schedule.

- 27. (a) If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift in which the Employee has worked, the pay for that day/shift shall be \_\_\_% (the entered figure must not be less than 150) of the Employee's original pay for the hours worked in that day/shift. The Employee's original pay for the hours worked in that day/shift shall include the pay for all the hours worked in that day/shift calculated on a pro-rata basis according to the Employee's monthly wages, the overtime pay at the specified percentage under Clause 6(b) (if applicable), and any sum for the meal time payable under Clause 3(b) (if applicable).

- (b) If the Employee is employed by the Employer to work for more than one Post, details of the pay that he/she is entitled to when working under typhoon signal no. 8 or above is set out in Clause 5 of the Schedule.

- 28. (a) The Employer shall pay a gratuity to the Employee upon the expiry or termination of this employment contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Note 12), provided that the Employee has been employed by the Employer under a continuous contract in respect of the government service contract specified in Clause 2 above for a period of service of not less than 12 months immediately before the expiry or termination of this employment contract.

- (aa) Notwithstanding Clause 28(a) above, for the Employee who has been employed by the Employer under a continuous contract in respect of the government service contract specified in Clause 2 above for a period of service of less than 12 months immediately before the termination of this employment contract (and yet still satisfying the requirement of a continuous contract under the Employment Ordinance), the Employer shall still have to pay a gratuity to the Employee in respect of that shorter period of service provided that this employment contract is terminated by the Employer and the termination of this employment contract is due to the termination of the government service contract as specified in Clause 2 above or is timing wise after the issue of the termination notice by the Government for the termination of such government service contract (regardless of whether or not such termination by the Government is due to the default of the Employer or otherwise).

For the avoidance of doubt, for the purpose of this Clause 28(aa), where the termination of this employment contract is due to reason(s) in accordance with section 9 of the Employment Ordinance (Note 12) or due to the Employee terminating this employment contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 28(aa) to apply, the government service contract as specified in Clause 2 above shall originally be scheduled to have a contract duration of not less than 12 months had it not been the termination by the Government.

- (b) If the Employee is entitled to the gratuity in Clause 28(a) or Clause 28(aa) above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Employee during the period of service as mentioned therein.
- (c) For the purpose of Clause 28(a) and Clause 28(aa), the gratuity is a sum of money payable to the Employee based on his/her length of service (alternatively referred to therein as the period of service). If any severance payment or long service payment is payable to the Employee under the Employment Ordinance, the Employer shall pay the gratuity prior to the payment of the severance payment or long service payment (as the case may be), and may, pursuant to the Employment Ordinance, reduce any severance payment or long service payment payable to the Employee under the Employment Ordinance by the amount of gratuity paid to the Employee to the extent that the gratuity is attributable to the same length of service for which the severance payment or long service payment is payable. The Employer may only reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the Employee by the remainder of severance payment or long service payment payable to the Employee.
- (d) If the Employee is employed by the Employer to work for more than one Post, details of the gratuity payable is set out in Clause 6 of the Schedule.

**Signature of Employee**

**Signature of Employer or Employer's  
representative**

\_\_\_\_\_  
Name: \_\_\_\_\_

HK Identity Card No.: \_\_\_\_\_

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Post: \_\_\_\_\_

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

\_\_\_\_\_  
Company Chop

\* Delete whichever is inapplicable

☐ Please mark a "□" at the appropriate box

Notes:

- Note 1: In accordance with the relevant mandatory requirements specified in government service contracts, government service contractors are required to enter into this Standard Employment Contract with each and every employee who is employed to work under government service contracts for more than 7 days in posts which signing of Standard Employment Contract is specified in the relevant government service contracts.
- Note 2: If the Employee is employed by the Employer to work under more than one government service contract undertaken by the Employer in the same region, the parties must also complete the Schedule but are not required to fill in the government service contract no., Clause 2, Clause 3, Clause 6(b) and Clause 27(a) of this employment contract.
- Note 3: "Region" refers to an area delineated under the Declaration of Geographical Constituencies (Legislative Council) Order 2011, with the exception of Islands District which is separated from New Territories West. As such, there are 6 relevant regions, namely, Hong Kong Island, Kowloon West, Kowloon East, New Territories West, New Territories East and Islands District. The parties shall state one region only in accordance with the area of the place of work specified in Clause 2.
- Note 4: Clause 2 of this employment contract only provides for deployment of the Employee to work within the region specified in Clause 2 of this employment contract under an urgent situation or on an ad hoc and limited basis in the course of this employment contract and is not applicable to any redeployment of the Employee to other posts or work places as a result of the termination of this employment contract or expiry of the government service contract specified in Clause 2 of this employment contract, which shall be subject to the mutual agreement between the Employer and the Employee and relevant provisions of the Employment Ordinance.
- Note 5: The Employer has committed in the relevant government service contract that the Employee's maximum number of working hours in a day shall be \_\_\_\_\_ hours.
- Note 6: If the Employee's meal time falls under the definition of "hours worked" in the Minimum Wage Ordinance (including the Employee being in attendance at a place of employment in accordance with the contract of employment or with the agreement or at the direction of the Employer, irrespective of whether the Employee is provided with work or not), or where the meal time is regarded as hours worked in this employment contract or pursuant to any agreement with the Employer, such time must be taken into account in computing the minimum wage.
- Note 7: (i) The wage rate of the monthly wages specified in Clause 6(a) of this employment contract shall not be less than the wage rate of the monthly wages committed by the Employer in the relevant government service contract or with reference to paragraph 2 of the Guidance Notes any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract.
- (ii) The wage rate of the monthly wages specified in Clause 6(a) of this employment contract shall be calculated based on the maximum number of \_\_\_\_\_ normal working days plus paid rest days per month and the average number of \_\_\_\_\_ normal hours of work per day. If the period of meal time as specified in Clause 3(b) of this employment contract is counted as hours worked, such period shall be included in the above average number of normal hours of work per day for derivation of the monthly wages.
- (iii) The wage rate of the monthly wages of HK\$ \_\_\_\_\_ committed by the Employer in the relevant government service contract is calculated on the basis of 31 days (27 normal working days plus 4 paid rest days) per month and the average number of \_\_\_\_\_ normal hours of work per day. For the avoidance of doubt, the Employee

is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 4 of this employment contract.

Note 8: The wage rates of overtime pay and pay for work on rest day/contractual day-off specified in Clause 6(b) of this employment contract shall not be less than 100% of the wage rates calculated using the monthly wages specified in Clause 6(a) of this employment contract and the number of normal working days plus paid rest days in the month and the average number of normal hours of work per day specified in Note 7(ii).

Note 9: Under the Minimum Wage Ordinance, the minimum wage for an employee for a wage period is the amount derived by multiplying the total number of hours (including any part of an hour) worked by the employee in the wage period by the minimum hourly wage rate for the employee provided by the Ordinance. A payment made to an employee in any wage period for any time that is not hours worked by the employee must not be counted as part of the wages payable in respect of that or any other wage period. If the wages payable to an employee in respect of any wage period are less than the minimum wage for the employee for that period, the employee is entitled to additional remuneration in respect of that period of the amount derived by subtracting from that minimum wage the amount of wages that is payable in respect of that period.

Note 10: All employees employed to perform security work are required to obtain a permit in accordance with the Security and Guarding Services Ordinance.

Note 11: If the Employee is employed by the Employer to work under more than one government service contract in the same region, the names of all relevant procuring departments have to be filled in Clause 24 and Clause 25 of this employment contract.

Note 12: Under section 9 of the Employment Ordinance, an employer may summarily dismiss an employee without notice or payment in lieu of notice: (i) if the employee, in relation to his/her employment, (a) wilfully disobeys a lawful and reasonable order; (b) misconducts himself/herself, such conduct being inconsistent with the due and faithful discharge of his/her duties; (c) is guilty of fraud or dishonesty; or (d) is habitually neglectful in his/her duties; or (ii) on any other ground on which he/she would be entitled to terminate the contract without notice at common law.

Note 13: Under “extreme conditions” caused by typhoon, such as serious disruption of public transport services, extensive flooding, major landslides or large-scale power outage, the Government will review the situation and decide whether to issue “extreme conditions” announcement before typhoon signal no. 8 is replaced with typhoon signal no. 3. Upon the announcement of “extreme conditions”, apart from employees who have an agreement with their employers to be on duty when the “extreme conditions” are in force, other employees are advised to stay in the place they are currently in or safe places for 2 hours after cancellation of typhoon signal no. 8. When “extreme conditions” are in force, the Government will review the situation and consider whether to extend “extreme conditions”. Once “extreme conditions” are cancelled, employees should follow the work arrangements they have agreed with employers and resume work. “Extreme conditions” are applicable territory-wide.

**Standard Employment Contract  
for Employees of Contractors of Government Service Contracts  
Schedule**

(If the Employee is employed by the Employer to work under more than one government service contract in the same region (Note 14), this Schedule should also be completed. Clause 2, Clause 3, Clause 6(b) and Clause 27(a) of the Standard Employment Contract are not applicable and shall be left blank.)

1. The Employee shall be employed by the Employer for the posts in more than one government service contract with details stated in the Table(s) below (collectively “the Posts”). If necessary, the Employer shall be allowed to deploy the Employee to work within \_\_\_\_\_ region (Note 14) under an urgent situation or on an ad hoc and limited basis in the course of this employment contract. (Note 15)
2. The Employee shall work \_\_\_\_\_ days a week. The daily working hours shall accord with that specified in the relevant government service contracts awarded to the Employer. Information on relevant government service contracts is listed in the Table(s) below. The actual monthly wages to be received by the Employee shall be calculated in accordance with the monthly wages listed in the following Tables in respect of different government service contracts under which the Employee has worked during a particular month and on the basis of the number of normal working days plus paid rest days in that particular month (if the number of government service contracts is more than two, please continue to list out after Table (2)):

Table (1)	(a)	Government service contract no.		Procuring department	
		Employee's first day of work for this government service contract	____ / ____ / ____ (day/month/year)	Date of award of this government service contract	____ / ____ / ____ (day/month/year)
		Post title		Place of work	
		Number of working hours in a day		Maximum number of working hours in a day	
	(b)	Daily working hours	<input type="checkbox"/> ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.* <input type="checkbox"/> on shift ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*; ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*; or ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*		



		<p>The meal time of the Employee shall be from ____ a.m./p.m.* to ____ a.m./p.m.* / ____ hour(s)/minutes* per day and is (Note 16):</p> <p><input type="checkbox"/> counted as hours worked and its pay has been included in the monthly wages payable under item (c) of this Table. (Note 17)</p> <p><input type="checkbox"/> not counted as hours worked and shall be paid at the rate of HK\$ ____ per day on top of the monthly wages payable under item (c) of this Table.</p> <p><input type="checkbox"/> not counted as hours worked and no payment will be made in this respect.</p> <p>Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above daily working hours, provided that such adjustment shall be on an ad hoc basis and it shall not affect the original number of working hours in a day of the Employee.</p>
	(c)	If the Employee works in accordance with the working hours as specified in item (b) of this Table and works ____ days a week, he/she shall receive monthly wages (excluding any overtime pay) of HK\$ ____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 4 of the Standard Employment Contract. (Note 17)
	(d)	The wage rate for overtime pay and pay for work on rest day/contractual day-off shall be ____ % (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in item (b) of this Table or on a rest day/contractual day-off. (Note 18)

Table (2)	(a)	Government service contract no.		Procuring department	
		Employee's first day of work for this government service contract	____ / ____ / ____ (day/month/year)	Date of award of this government service contract	____ / ____ / ____ (day/month/year)
		Post title		Place of work	
		Number of working hours in a day		Maximum number of working hours in a day	
	(b)	Daily working hours	<div><input type="checkbox"/> ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*</div> <div><input type="checkbox"/> on shift</div> <div>____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*;</div> <div>____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*; or</div> <div>____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*</div> <div>The meal time of the Employee shall be from ____ a.m./p.m.* to ____ a.m./p.m.* / ____ hour(s)/minutes* per day and is (Note 16):</div> <div><input type="checkbox"/> counted as hours worked and its pay has been included in the monthly wages payable under item (c) of this Table. (Note 17)</div> <div><input type="checkbox"/> not counted as hours worked and shall be paid at the rate of HK\$ ____ per day on top of the monthly wages payable under item (c) of this Table.</div> <div><input type="checkbox"/> not counted as hours worked and no payment will be made in this respect.</div> <div>Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above daily working hours, provided that such adjustment shall be on an ad hoc basis and it shall not affect the original number of working hours in a day of the Employee.</div>		
(c)	If the Employee works in accordance with the working hours as specified in item (b) of this Table and works _____ days a week, he/she shall receive monthly wages (excluding any overtime pay) of HK\$ _____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 4 of the Standard Employment Contract. (Note 17)				

(d)	The wage rate for overtime pay and pay for work on rest day/contractual day-off shall be_ % (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in item (b) of this Table or on a rest day/contractual day-off. (Note 18)
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3. If the Employee works under different government service contracts awarded to the Employer:

- ☐ (a) The statutory benefits of the Employee including holiday pay, annual leave pay and sickness allowance shall be calculated in accordance with the Employment Ordinance.

If it is not possible to ascertain the amount of holiday pay, annual leave pay, sickness allowance and other statutory benefits to which the Employee is entitled, the sum shall be calculated in accordance with the highest monthly wages among those listed in the Tables under Clause 2 of this Schedule.

- (b) The rest day pay of the Employee shall be the average daily wages of the Employee for work on a normal working day (excluding overtime pay) in the month. The Employer shall pay the Employee such rest day pay not later than the day on which the Employee is next paid his/her wages after the rest day.

- (c) If the Employee is not provided with any work for a period, the Employee shall still receive wages equivalent to the wages which he/she would have earned if he/she had worked for that period during which work is not provided.

If it is not possible to ascertain the wages which the Employee would have earned for the period during which work is not provided, the sum shall be calculated in accordance with the highest monthly wages among those listed in the Tables under Clause 2 of this Schedule.

- ☐ The Employer and the Employee may choose an amount calculated at a wage rate no less than the highest wage rate of the monthly wages among those listed in the Tables under Clause 2 of this Schedule for calculating the monthly wages of the Employee. If this is the case, the Employee shall work in accordance with the number of working days as specified in Clause 2 of this Schedule and the working hours as specified in the relevant government service contracts, and he/she shall receive monthly wages (excluding any overtime pay) of HK\$ \_\_\_\_\_, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 4 of the Standard Employment Contract. The overtime pay and pay for work on rest day/contractual day-off shall be \_\_\_\_\_ % (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the daily working hours in respect of the relevant government service contract as specified in the Tables under Clause 2 of this Schedule or on a rest day/contractual day-off. (Note 19)

4. If the Employee is employed by the Employer to work for more than one Post in this employment contract, the Employee is entitled to the holiday pay provided that the Employee has been employed for not less than one month immediately preceding a statutory holiday under a continuous contract taking into account all the Posts as a whole. Holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance and shall be paid to the Employee not later than the day on which he/she is next paid his/her wages after that statutory holiday. For the avoidance of doubt, this Clause 4 shall not prejudice the Employee's entitlements to holiday pay under the Employment Ordinance.

5. If the Employee is employed by the Employer to work for more than one Post in this employment contract and typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift of the Post in which the Employee has worked, the pay for that day/shift of the relevant Post shall be \_\_\_\_\_ % (the entered figure must not be less than 150) of the Employee's original pay of the relevant Post for the hours worked in that day/shift. The Employee's original pay of the relevant Post for the hours worked in that day/shift shall include the pay of the relevant Post for all the hours worked in that day/shift calculated on a pro-rata basis according to the Employee's monthly wages, the overtime pay at the specified percentage under Clause 2 or Clause 3 of this Schedule (if applicable), and any sum for the meal time payable under Clause 2 of this Schedule (if applicable).
6. (a) The Employer shall pay a gratuity to the Employee upon the expiry or termination of a Post ("that relevant Post") for reason(s) other than in accordance with section 9 of the Employment Ordinance (Note 20), provided that:
- (i) the Employee has been employed by the Employer in that relevant Post for the government service contract as specified in Clause 2 of this Schedule corresponding to that relevant Post for a period of service of not less than 12 months immediately before its expiry or termination; and
  - (ii) he/she has been employed by the Employer under a continuous contract (taking into account all the Posts but not just that relevant Post) for a period of service of not less than 12 months immediately before the expiry or termination of that Post.
- (aa) Notwithstanding Clause 6(a) above, where the Employee has been employed by the Employer in a Post for a government service contract specified in Clause 2 of this Schedule ("that relevant Post") for a period of service of less than 12 months immediately before the termination of such Post (and provided that the requirement for a continuous contract under the Employment Ordinance is still satisfied taking into account all of the Posts but not just that relevant Post), the Employer shall still have to pay a gratuity to the Employee in respect of the period of service in that relevant Post provided that that relevant Post is terminated by the Employer and the termination of that relevant Post is due to the termination of the government service contract specified in Clause 2 of this Schedule corresponding to the relevant Post or is timing wise after the issue of the termination notice by the Government for the termination of that government service contract (regardless of whether or not such termination by the Government is due to the default of the Employer or otherwise).

For the avoidance of doubt, for the purpose of this Clause 6(aa), where the termination of that relevant Post is due to reason(s) in accordance with section 9 of the Employment Ordinance (Note 20) or due to the Employee terminating this employment contract or the relevant Post, no gratuity shall be payable in respect of the period of service in that relevant Post which is less than 12 months. In addition, for this Clause 6(aa) to apply, the government service contract specified in Clause 2 of this Schedule corresponding to the relevant Post shall originally be scheduled to have a contract duration of not less than 12 months had it not been the termination by the Government.

- (b) If the Employee is entitled to the gratuity for a Post in Clause 6(a) or Clause 6(aa) above, the amount of gratuity shall be a sum equivalent to 6% of the total wages in relation to that Post earned by the Employee during the period of service as mentioned therein.
- (c) For the purpose of Clause 6(a) and Clause 6(aa) above, the gratuity is a sum of money payable to the Employee based on his/her length of service (alternatively referred to therein as the period of service). If any severance payment or long service payment is payable to the Employee under the Employment Ordinance, the Employer shall pay the gratuity prior to the payment of the severance payment or long service payment (as the case may be), and may, pursuant to the Employment Ordinance, reduce any severance payment or long service payment payable to the Employee under the Employment Ordinance by the amount of gratuity paid to the Employee to the extent that the gratuity is attributable to the same length of service for which the severance payment or long service payment is payable. The Employer may only reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the Employee by the remainder of severance payment or long service payment payable to the Employee.

**Signature of Employee**

**Signature of Employer or Employer's  
representative**

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Name: \_\_\_\_\_

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Name: \_\_\_\_\_

HK Identity Card No.: \_\_\_\_\_

Post: \_\_\_\_\_

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

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

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Company Chop

\* Delete whichever is inapplicable

☐ Please mark a "☐" at the appropriate box

**Notes:**

Note 14: "Region" refers to an area delineated under the Declaration of Geographical Constituencies (Legislative Council) Order 2011, with the exception of Islands District which is separated from New Territories West. As such, there are 6 relevant regions,

namely, Hong Kong Island, Kowloon West, Kowloon East, New Territories West, New Territories East and Islands District. The parties shall state one region only in accordance with the area of the place of work specified in Clause 1 of this Schedule.

Note 15: Clause 1 of this Schedule only provides for deployment of the Employee to work within the region specified in Clause 1 of this Schedule under an urgent situation or on an ad hoc and limited basis in the course of this employment contract and is not applicable to any redeployment of the Employee to other posts or work places as a result of the termination of this employment contract or expiry of the government service contracts specified in the Table(s) in Clause 2 of this Schedule, which shall be subject to the mutual agreement between the Employer and the Employee and relevant provisions of the Employment Ordinance.

Note 16: If the Employee's meal time falls under the definition of "hours worked" in the Minimum Wage Ordinance (including the Employee being in attendance at a place of employment in accordance with the contract of employment or with the agreement or at the direction of the Employer, irrespective of whether the Employee is provided with work or not), or where the meal time is regarded as hours worked in this employment contract or pursuant to any agreement with the Employer, such time must be taken into account in computing the minimum wage.

Note 17: (i) The wage rates of the monthly wages listed in the Tables under Clause 2 of this Schedule shall not be less than the wage rates of the monthly wages committed by the Employer in the relevant government service contracts or with reference to paragraph 2 of the Guidance Notes any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract.

(ii) The wage rates of the monthly wages listed in the Tables under Clause 2 of this Schedule are calculated based on the following maximum number of normal working days plus paid rest days per month and average number of normal hours of work per day. If the periods of meal time as specified in the Tables under Clause 2 of this Schedule are counted as hours worked, such periods shall be included in the average number of normal hours of work per day for derivation of the monthly wages.

	<u>Table (1)</u>	<u>Table (2)</u>
Maximum number of normal working days plus paid rest days per month	days	days
Average number of normal hours of work per day	hours	hours

(iii) The wage rates of the monthly wages committed by the Employer in the relevant government service contracts specified in the Tables under Clause 2 of this Schedule are calculated on the basis of 31 days (27 normal working days plus 4 paid rest days) per month and the following average number of normal hours of work per day:

	<u>Table (1)</u>	<u>Table (2)</u>
Monthly wages committed in government service contract	HK\$	HK\$

Average number of normal hours of work per day	hours	hours
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For the avoidance of doubt, the Employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 4 of the Standard Employment Contract.

Note 18: The wage rates of overtime pay and pay for work on rest day/contractual day-off specified in the Tables under Clause 2 of this Schedule shall not be less than 100% of the wage rates calculated using the monthly wages specified in item (c) of the Tables under Clause 2 of this Schedule and the relevant number of normal working days plus paid rest days in the month and the average number of normal hours of work per day as specified in Note 17(ii).

Note 19: The wage rates of overtime pay and pay for work on rest day/contractual day-off shall not be less than 100% of the wage rates calculated based on the chosen monthly wages specified in the second box of Clause 3 of this Schedule, the number of normal working days plus paid rest days in the month and the average number of normal hours of work per day.

Note 20: Under section 9 of the Employment Ordinance, an employer may summarily dismiss an employee without notice or payment in lieu of notice: (i) if the employee, in relation to his/her employment, (a) wilfully disobeys a lawful and reasonable order; (b) misconducts himself/herself, such conduct being inconsistent with the due and faithful discharge of his/her duties; (c) is guilty of fraud or dishonesty; or (d) is habitually neglectful in his/her duties; or (ii) on any other ground on which he/she would be entitled to terminate the contract without notice at common law.

## **Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts**

The Guidance Notes explain the points to note when filling in the SEC and the Schedule. Before signing the SEC, the employer and the employee should read the contents of the SEC and these Guidance Notes thoroughly to ensure that both parties understand all the contents. The employer and the employee should refer to the Employment Ordinance (Cap. 57) for statutory provisions on employees' rights and benefits. Please note that the Employment Ordinance only lays down the minimum requirements of employment terms. Employers and employees may enter into employment terms more favourable than those provided in the Employment Ordinance. They may also refer to the booklet "A Concise Guide to the Employment Ordinance" published by the Labour Department for reference.

### **Points to note when filling in the SEC and the Schedule**

2. The monthly wages committed by the employer in the government service contract shall not be less than the amount derived by multiplying the maximum number of normal working days plus paid rest days per month (i.e. 27 normal working days plus 4 paid rest days) and the average number of normal hours of work per day of the employee by the prescribed minimum hourly wage rate under the Minimum Wage Ordinance ("statutory minimum wage plus rest day pay rate"). Besides, the employee's wages shall not be less than any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract. Please refer to Schedule 3 of the Minimum Wage Ordinance for details of the prescribed minimum hourly wage rate. For the avoidance of doubt, the employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 4 of the SEC.
3. The employer and the employee can make reference to the examples listed in the last part of these Guidance Notes in determining the employee's monthly wages, adjusting the employee's monthly wages upon revision of the statutory minimum wage rate and calculating deductions for absence from work, overtime pay, pay for work on rest day/contractual day-off/under typhoon signal no. 8 or above, gratuity and statutory benefits.
4. If the employee is employed to work under a single government service contract, Clause 2, Clause 3, Clause 6(b) and Clause 27(a) of the SEC on the workplace, working hours as well as the wage rates of overtime pay and pay for work on rest day/contractual day-off/under typhoon signal no. 8 or above, have to be filled in. It is not necessary to fill in the Schedule. However, if the employee is employed by the employer to work under more than one government service contract in the same region, then the parties have to complete the Schedule, but not Clause 2, Clause 3, Clause 6(b) and Clause 27(a) of the SEC. The completed Schedule is an integral part of the SEC.
5. When filling in Clause 3 of the SEC on the working hours of the employee, the employer should also fill in Note 5 regarding the employee's maximum number of working hours in a day. This maximum number of working hours in a day must be the same as that specified in the relevant government service contract.

6. When filling in the monthly wages of the employee in Clause 6(a) of the SEC, the wage rate of the monthly wages shall not be less than the wage rate of the monthly wages committed by the employer in the relevant government service contract or with reference to paragraph 2 above any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Besides, the employer should also fill in Note 7(ii) regarding the information on the maximum number of normal working days plus paid rest days per month and the average number of normal hours of work per day of the employee which form the basis for working out the monthly wages specified in Clause 6(a) of the SEC, and in Note 7(iii) the information on the monthly wages committed by the employer in the relevant government service contract (such information must be the same as that specified in the relevant government service contract). When filling in Note 7(ii), the employer should derive the maximum number of normal working days plus a paid rest day for every 7 days in a month of 31 days as follows: (number of normal working days per week + 1 paid rest day) x 4 (weeks) + maximum number of working days/paid rest day for the remaining week. The maximum number of working days/paid rest day for the remaining week shall be equal to the number of normal working days per week of the employee + 1 paid rest day or 3 days, whichever is lower. (Please refer to Examples 1 and 2.)

7. When filling in the monthly wages, if the employee is employed to work under more than one government service contract in the same region, please mark a “✓” at the second box of Clause 6(a) of the SEC and fill in information such as the relevant government service contract numbers, places of work, working hours and monthly wages in the Schedule. The monthly wages of the employee should be derived with reference to paragraph 6 above. If the employee works under different government service contracts, the actual monthly wages to be received by the employee shall be calculated in accordance with the monthly wages specified in the Tables under Clause 2 of the Schedule in respect of different government service contracts under which he/she has worked on the basis of the number of normal working days plus paid rest days in a particular month. If, in the future, there is a change in the number of government service contracts listed in the Schedule, the employer should comply with Clause 23 of the SEC and amend the Schedule.

8. To avoid confusion, the “monthly wages” under SEC do not include any overtime pay and allowances. Except for deductions of wages made in accordance with the Employment Ordinance and the Mandatory Provident Fund Schemes Ordinance (Cap. 485), the wages provided by the employer shall not be less than the monthly wages specified in the employment contract. The monthly wages shall not be broken down into different items, but they may include other wage items on top of the monthly wages. (For example, if the monthly wages are HK\$10,000, and the employer pays an additional allowance of HK\$500, the total monthly wages of the employee shall be HK\$10,500.) The employee’s monthly wages and other income should not be labelled as housing allowance.

9. The employee employed under the SEC is monthly-rated. Deductions for absence from work and the wage rate for overtime pay and pay for work on rest day/contractual day-off/under typhoon signal no. 8 or above shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month. (Please refer to Examples 3 to 5.) The statutory benefits of the employee such as holiday pay, annual leave pay, sickness allowance, maternity leave pay and paternity leave pay, shall be calculated in accordance with the provisions of the Employment Ordinance. (Please refer to Examples 8 to 12.)



10. When filling in the monthly wages in the Tables under Clause 2 of the Schedule for the employee working under different government service contracts, the wage rate shall not be less than the wage rates of the monthly wages committed by the employer in the relevant government service contracts or with reference to paragraph 2 above any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Besides, the employer should also fill in Note 17 regarding the information on the maximum number of normal working days plus paid rest days per month and the average number of normal hours of work per day which form the basis for working out the monthly wages specified in the Tables under Clause 2 of the Schedule, and also information on the monthly wages committed by the employer in the relevant government service contracts (such information must be the same as that specified in the relevant government service contracts).

11. The rest day pay for an employee who is employed to work under more than one government service contract shall be the average daily wages of the employee for work on a normal working day (excluding overtime pay). (Please refer to Example 6.)

12. For the calculation of the monthly wages in the second box of Clause 3 of the Schedule for an employee who is employed to work under more than one government service contract, the employer and the employee may choose an amount calculated at a wage rate no less than the highest wage rate worked out from among those monthly wages listed in the Tables under Clause 2 of the Schedule. If the employee is required to work beyond the daily working hours in respect of the relevant government service contract as specified in the Tables under Clause 2 of the Schedule or on a rest day/contractual day-off, he/she shall be paid overtime pay or pay for work on a rest day/contractual day-off. The relevant wage rates should not be less than 100% of the wage rates calculated based on the chosen monthly wages and the number of normal working days plus paid rest days in the month and the average number of normal hours of work per day based on which the chosen monthly wages are worked out. (Please refer to Example 7.)

13. If a gratuity is payable to the employee under the SEC, the amount of gratuity payable shall be a sum equivalent to 6% of the total wages earned by the employee under the relevant employment period (as detailed in Clause 28(b) of the SEC). Such total wages shall be all sums earned by the employee under Clause 6 of the SEC, plus holiday pay, annual leave pay, sickness allowance and other statutory benefits payable to the employee during the relevant employment period. For the avoidance of doubt, payment(s) in respect of the termination including severance payment or long service payment payable under the Employment Ordinance are to be excluded from the calculation of the gratuity. (Please refer to Example 13.)

14. If the employee is employed by the employer to work for more than one Post and a gratuity is payable to the employee upon the expiry or termination of a Post under the SEC, the amount of gratuity payable shall be a sum equivalent to 6% of the total wages in relation to that Post earned by the employee under the relevant employment period (as detailed in Clause 6(b) of the Schedule). Such total wages shall be the wages for hours worked earned by the employee in that Post, plus other employment benefits attributed to that Post calculated in the same proportion as wages for hours worked in that Post bear to the wages for hours worked in all Posts. For the avoidance of doubt, payment(s) in respect of the termination including severance payment or long service payment payable under the Employment Ordinance are to be excluded from the calculation of the gratuity. (Please refer to Examples 14 to 15 which cover examples of employment benefits.)

15. If any severance payment or long service payment is payable to the Employee under the Employment Ordinance, the Employer shall pay the gratuity prior to the payment of the severance payment or long service payment (as the case may be), and may, pursuant to the Employment Ordinance, reduce any severance payment or long service payment payable to the Employee under the Employment Ordinance by the amount of gratuity paid to the Employee to the extent that the gratuity is attributable to the same period of service for which the severance payment or long service payment is payable. The Employer may only reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the Employee by the remainder of severance payment or long service payment payable to the Employee. (Please refer to Example 16.)

16. If an employee is on leave or absent from work, whatever the circumstances may be, the employer shall make staffing arrangements as appropriate and pay wages to the substitute worker. The employer shall not ask the employee to hire his/her own substitute or pay wages to the substitute.

17. For details of the employment terms, employers and employees are advised to refer to the employment contract and the Employment Ordinance. Any term of an employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon an employee by the Employment Ordinance shall be void.

### **Contributions to Mandatory Provident Fund**

18. An employer is obliged to enrol his/her employee aged between 18 and 65 in a mandatory provident fund scheme if the employee is employed for 60 days or more. The employer shall make the monthly contribution for the employee to the relevant registered scheme from his/her own funds. For details, please refer to the Mandatory Provident Fund Schemes Ordinance.

### **Examples for illustration**

19. Examples listed below are for employers' reference for calculating employees' monthly wages, deductions for absence from work, overtime pay, pay for work on rest day/contractual day-off/under typhoon signal no. 8 or above, gratuity and statutory benefits.

### **Determining the monthly wages**

#### **Example 1**

According to the relevant government service contract, the committed monthly wages for a cleaner are \$11,160.0 (calculated based on the normal working days plus paid rest days per month of 31 days and the average number of normal hours of work per day of 8). As per Clause 3 of SEC, if the cleaner:

- works 6 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **31 days**

$[6 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 31 \text{ days}$  and his/her monthly wages shall not be less than **\$11,160.0**;

- works 5.5 days per week and 8 hours per day, his/her maximum number of normal working days

plus paid rest days per month shall be **29 days**

$[5.5 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 29 \text{ days}$  and his/her monthly wages shall not be less than **\$10,440.0**

$[\$11,160.0 \div 31(\text{days}) \times 29(\text{days}) = \$10,440.0];$

- works 5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **27 days**

$[5 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 27 \text{ days}$  and his/her monthly wages shall not be less than **\$9,720.0**

$[\$11,160.0 \div 31(\text{days}) \times 27(\text{days}) = \$9,720.0];$

- works 6 days per week and 6 hours per day, his/her monthly wages shall not be less than **\$8,370.0**

$[\$11,160.0 \div 8(\text{hours}) \times 6(\text{hours}) = \$8,370.0];$  or

- works 6 days per week, 8 hours per day plus 1-hour paid meal time which is counted as hours worked, his/her monthly wages shall not be less than **\$12,555.0**

$[\$11,160.0 \div 8(\text{hours}) \times 9(\text{hours}) = \$12,555.0].$

### **Adjusting the monthly wages upon revision of the statutory minimum wage rate**

#### **Example 2**

According to the relevant government service contract, the committed monthly wages for a cleaner are \$9,300.0 (calculated based on the normal working days plus paid rest days per month of 31 days, the average number of normal hours of work per day of 8). With reference to paragraph 2 of the Guidance Notes, the adjusted wage level of the cleaner brought about by revision of the prescribed minimum hourly wage rate from \$37.5 to \$40 shall be \$9,920.0 ( $\$40 \times 31 \text{ days} \times 8 \text{ hours} = \$9,920.0$ ). As per Clause 3 and Note 7(i) of the SEC, if the cleaner:

- works 6 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **31 days**

$[6 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 31 \text{ days}$  and his/her monthly wages shall not be less than **\$9,920.0**;

- works 5.5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **29 days**

$[5.5 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 29 \text{ days}$  and his/her monthly wages shall not be less than **\$9,280.0**

$[\$9,920.0 \div 31(\text{days}) \times 29(\text{days}) = \$9,280.0];$

- works 5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **27 days**

$[5(\text{days}) + 1(\text{day})] \times 4 + 3 \text{ normal working days/paid rest day} = 27 \text{ days}$  and his/her monthly wages shall not be less than **\$8,640.0**

$$[\$9,920.0 \div 31(\text{days}) \times 27(\text{days}) = \$8,640.0];$$

- works 6 days per week and 6 hours per day, his/her monthly wages shall not be less than **\$7,440.0**

$$[\$9,920.0 \div 8(\text{hours}) \times 6(\text{hours}) = \$7,440.0]; \text{ or}$$

- works 6 days per week, 8 hours per day plus 1-hour paid meal time which is counted as hours worked, his/her monthly wages shall not be less than **\$11,160.0**  
 $[\$9,920.0 \div 8(\text{hours}) \times 9(\text{hours}) = \$11,160.0].$

### Calculating deductions for absence from work

#### Example 3

An employee's deductions for absence from work shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month:

- (1) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 6(a) of the SEC are \$11,160.0, and he/she:
  - is absent from work on any one day in February, and there are 28 calendar days in February, the deduction for absence from work shall be **\$398.6**  
 $[\$11,160.0 \div 28(\text{days}) = \$398.6];$
  - is absent from work on any one day in March, and there are 31 calendar days in March, the deduction for absence from work shall be **\$360.0**  
 $[\$11,160.0 \div 31(\text{days}) = \$360.0]; \text{ or}$
  - is absent from work on any one day in April, and there are 30 calendar days in April, the deduction for absence from work shall be **\$372.0**  
 $[\$11,160.0 \div 30(\text{days}) = \$372.0].$
- (2) If an employee works 5 days per week and 8 hours per day, he/she has one contractual day-off per week apart from rest days and his/her monthly wages as per Clause 6(a) of the SEC are \$9,720.0, and he/she:
  - is absent from work on any one day in February and there are 28 calendar days in February, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$405.0**  
 $[\$9,720.0 \div (28 - 4(\text{days})) = \$405.0];$
  - is absent from work on any one day in March, there are 31 calendar days in March, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$360.0**  
 $[\$9,720.0 \div (31 - 4(\text{days})) = \$360.0]; \text{ or}$
  - is absent from work on any one day in April, there are 30 calendar days in April, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$373.8**

- $[\$9,720.0 \div (30 - 4(\text{days})) = \$373.8]$ .

- (3) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 6(a) of the SEC are \$11,160.0, and if he/she has taken 5 days of annual leave in March, and there are 31 calendar days in March, the deduction for absence from work for any one day in March shall be **\$360.0**.

$$[\$11,160.0 \div 31(\text{days})^\# = \$360.0]$$

(#In calculating the deduction for absence from work in March, the number of the employee's normal working days (which includes the 5 days of annual leave falling on his/her normal working days) plus paid rest days shall remain as 31 days.)

### Calculating overtime pay and pay for work on rest day/contractual day-off

#### Example 4

- (1) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 6(a) of the SEC are \$11,160.0,
- the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in February (there are 28 calendar days in February) shall not be less than:
    - daily: **\$398.6**  $[\$11,160.0 \div 28(\text{days}) = \$398.6]$ ; and
    - hourly: **\$49.8**  $[\$11,160.0 \div 28(\text{days}) \div 8(\text{hours}) = \$49.8]$ .
  - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in March (there are 31 calendar days in March) shall not be less than:
    - daily: **\$360.0**  $[\$11,160.0 \div 31(\text{days}) = \$360.0]$ ; and
    - hourly: **\$45.0**  $[\$11,160.0 \div 31(\text{days}) \div 8(\text{hours}) = \$45.0]$ .
  - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in April (there are 30 calendar days in April) shall not be less than:
    - daily: **\$372.0**  $[\$11,160.0 \div 30(\text{days}) = \$372.0]$ ; and
    - hourly: **\$46.5**  $[\$11,160.0 \div 30(\text{days}) \div 8(\text{hours}) = \$46.5]$ .
- (2) If an employee works 5 days per week and 8 hours per day, he/she has one contractual day off per week apart from rest days and his/her monthly wages as per Clause 6(a) of the SEC are \$9,720.0,
- the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in February (there are 28 calendar days in February and 4 contractual day-off in the month) shall not be less than:
    - daily: **\$405.0**  $\{ \$9,720.0 \div [28 - 4(\text{days})] = \$405.0 \}$ ; and
    - hourly: **\$50.6**  $\{ \$9,720.0 \div [28 - 4(\text{days})] \div 8(\text{hours}) = \$50.6 \}$ .
  - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in March (there are 31 calendar days in March and 4 contractual day-off in the month) shall

not be less than:

- daily: **\$360.0**{ $\$9,720.0 \div [31 - 4(\text{days})] = \$360.0$ }; and
  - hourly: **\$45.0**{ $\$9,720.0 \div [31 - 4(\text{days})] \div 8(\text{hours}) = \$45.0$ } .
- the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in April (there are 30 calendar days in April and 4 contractual day-off in the month) shall not be less than:
    - daily: **\$373.8**{ $\$9,720.0 \div [30 - 4(\text{days})] = \$373.8$ }; and
    - hourly: **\$46.7** { $\$9,720.0 \div [30 - 4(\text{days})] \div 8(\text{hours}) = \$46.7$ }.

- (3) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 6(a) of the SEC are \$11,160.0, and if he/she has taken one statutory holiday in January, and there are 31 calendar days in January, the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in January shall not be less than:

- daily: \$360.0 [ $\$11,160.0 \div 31(\text{days}) \# = \$360.0$ ]; and
- hourly: \$45.0 [ $\$11,160.0 \div 31(\text{days}) \# \div 8(\text{hours}) = \$45.0$ ].

(#In calculating the overtime pay and pay for work on rest day/contractual day-off in January, the number of the employee's normal working days (which includes the statutory holiday falling on his/her normal working days) plus paid rest days shall remain as 31 days.)

### Calculating pay for work under typhoon signal no. 8 or above

#### Example 5

An employee's pay when typhoon signal no. 8 or above is hoisted during his/her hours worked in a day/shift shall be at least 150% of the Employee's original pay for the hours worked in that day/shift calculated on a pro-rata basis according to the Employee's monthly wages:

- (1) If an employee works 6 days per week and 8 hours per day/shift, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 6(a) of the SEC are \$11,160.0. If typhoon signal no. 8 is hoisted anytime during the 8 hours' work in that day/shift:
- the pay for work for that day/shift in February (there are 28 calendar days in February) shall not be less than:
    - **\$597.9** [ $\$11,160.0 \div 28 (\text{days}) \times 150\% = \$597.9$ ]
  - the pay for work for that day/shift in June (there are 30 calendar days in June) shall not be less than:
    - **\$558.0** [ $\$11,160.0 \div 30(\text{days}) \times 150\% = \$558.0$ ]
  - the pay for work for that day/shift in July (there are 31 calendar days in July) shall not be less than:
    - **\$540.0** [ $\$11,160.0 \div 31(\text{days}) \times 150\% = \$540.0$ ]

- (2) If an employee works 6 days per week and 8 hours per day (from 8 a.m. to 5 p.m. with 1 hour meal time in between which is not counted as hours worked but shall be paid at the rate of \$50 per day as per Clause 3(b) of the SEC), he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 6(a) of the SEC are \$11,160.0. The overtime pay is 150% of the wage rate for the employee's work on his/her normal working days as per Clause 6(b). On a certain normal working day in June, the employee has worked 8 hours in accordance with the aforesaid working hours and then performed one hour overtime work (i.e. finished work at 6 p.m.) and typhoon signal no. 8 was hoisted from 1 a.m. to 11 a.m.

- the pay for work for that day/shift in June (there are 30 calendar days in June) shall not be less than:
  - $\$737.6 \{ [\$11,160.0 \div 30(\text{days})] + [\$11,160.0 \div 30(\text{days}) \div 8(\text{hours}) \times 150\%] + \$50 \} \times 150\% = \$737.6 \}$

### Calculating rest day pay and monthly wages for the employee who is employed to work for more than one government service contract

#### Example 6

- (1) An employee is employed to work for two government service contracts, and the monthly wages in the Tables under Clause 2 of the Schedule are \$11,160.0 [Table (1)] and \$11,408.0 [Table (2)] respectively. The employee is required to work 6 days per week and 8 hours per day with 1 paid rest day every 7 days.

- If the employee has 4 paid rest days in a month of 30 days, the employee works 10 days for the contract in Table (1) and 16 days for the contract in Table (2),
  - his/her wages for the 26 days' work is: **\$9,804.3**;  
 $[\$11,160.0 \div 30(\text{days}) \times 10(\text{days}) + \$11,408.0 \div 30(\text{days}) \times 16(\text{days}) = \$9,804.3]$
  - his/her rest day pay shall not be less than **\$377.1** per rest day ;  
 $\text{and } [\$9,804.3 \div 26(\text{days}) = \$377.1]$
  - his/her monthly wages for the month shall not be less than  
**\$11,312.7**.  $[\$9,804.3 + \$377.1 \times 4(\text{days}) = \$11,312.7]$
- If the employee has 5 paid rest days in a month of 31 days, the employee works 14 days for the contract in Table (1) and 12 days for the contract in Table (2),
  - his/her wages for the 26 days' work is: **\$9,456.0**;  
 $[\$11,160.0 \div 31(\text{days}) \times 14(\text{days}) + \$11,408.0 \div 31(\text{days}) \times 12(\text{days}) = \$9,456.0]$
  - his/her rest day pay shall not be less than **\$363.7** per rest day;  
 $\text{and } [\$9,456.0 \div 26(\text{days}) = \$363.7]$
  - his/her monthly wages for the month shall not be less than  
**\$11,274.5**.  $[\$9,456.0 + \$363.7 \times 5(\text{days}) = \$11,274.5]$

- (2) An employee is employed to work for two government service contracts, and the monthly wages in the Tables under Clause 2 of the Schedule are \$9,720.0 [Table (1)] and \$9,936.0

[Table (2)] respectively. The employee is required to work 5 days per week and 8 hours per day with 1 paid rest day every 7 days.

- If the employee has 4 paid rest days and 4 contractual day-off in a month of 30 days, the employee works 10 days for the contract in Table (1) and 12 days for the contract in Table (2),
  - his/her wages for the 22 days' work: **\$8,324.3**;  
 $\{\$9,720.0 \div [30 - 4 \text{ (days)}] \times 10(\text{days}) + \$9,936.0 \div [30 - 4 \text{ (days)}] \times 12(\text{days}) = \$8,324.3\}$
  - his/her rest day pay shall not be less than **\$378.4** per rest day;  
and  $[\$8,324.3 \div 22(\text{days}) = \$378.4]$
  - his/her monthly wages for the month shall not be less than **\$9,837.9**.  
 $\{\$8,324.3 + [\$378.4 \times 4(\text{days})] = \$9,837.9\}$
- If the employee has 5 paid rest days and 4 contractual day-off in a month of 31 days, the employee works 11 days for the contract in Table (1) and 11 days for the contract in Table (2),
  - his/her wages for the 22 days' work: **\$8,008.0**;
  - $\{\$9,720.0 \div [31 - 4 \text{ (days)}] \times 11(\text{days}) + \$9,936.0 \div [31 - 4 \text{ (days)}] \times 11(\text{days}) = \$8,008.0\}$
  - his/her rest day pay shall not be less than **\$364.0** per rest day;  
and  $[\$8,008.0 \div 22(\text{days}) = \$364.0]$
  - his/her monthly wages for the month shall not be less than **\$9,828.0**.  
 $\{\$8,008.0 + [\$364.0 \times 5(\text{days})] = \$9,828.0\}$

**Calculating the highest monthly wages chosen for the employee who is employed to work for more than one government service contract and the employee's overtime pay and pay for work on rest day/contractual day-off**

**Example 7**

An employee is employed to work for two government service contracts and he/she agrees with his/her employer to choose an amount calculated at a wage rate no less than the highest wage rate of the monthly wages among those listed in the Tables under Clause 2 of the Schedule for calculating his/her monthly wages, overtime pay and pay for work on rest day/contractual day-off. If the employee is required to work 6 days a week and:

(1) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:

- \$11,160.0 [working 6 days a week and 8 hours a day in Table (1)]; and
- \$11,408.0 [working 6 days a week and 8 hours a day in Table (2)],

the monthly wages chosen shall not be less than **\$11,408.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$11,408.0.

(2) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:



- \$9,720.0 [working 5 days a week and 8 hours a day in Table (1)]; if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$11,160.0

[ $\$9,720.0 \div 27(\text{days}) \times 31(\text{days}) = \$11,160.0$ ]; and

- \$10,672.0 [working 5.5 days a week and 8 hours a day in Table (2)]; if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$11,408.0

[ $\$10,672.0 \div 29(\text{days}) \times 31(\text{days}) = \$11,408.0$ ],

then the monthly wages chosen shall not be less than **\$11,408.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$11,408.0.

(3) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:

- \$9,720.0 [working 5 days a week and 8 hours a day in Table (1)], if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$11,160.0

[ $\$9,720.0 \div 27(\text{days}) \times 31(\text{days}) = \$11,160.0$ ]; and

- \$7,452.0 [working 5 days a week and 6 hours a day in Table (2)], if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$11,408.0

[ $\$7,452.0 \div 27(\text{days}) \times 31(\text{days}) \div 6(\text{hours}) \times 8(\text{hours}) = \$11,408.0$ ],

then the monthly wages chosen shall not be less than **\$11,408.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$11,408.0.

### Calculating holiday pay

#### Example 8

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$11,160.0 (working 6 days per week and 8 hours per day). The holiday pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the holiday: \$133,560.0, including wages of 300 days of work, 52 paid rest days and 12 paid statutory holidays. No overtime work is performed during the period.
- Leave taken with less than full wages in the 12-month period: 1 statutory holiday without pay (statutory holidays falling within the first month of employment are without pay).
- Periods and the sum to be disregarded: 1 day of statutory holiday without pay (as that day is a statutory holiday without pay, the amount to be disregarded will be \$0).
- Holiday pay: [ $(\$133,560.0 - 0) \div (365 - 1) (\text{days})$ ] = \$366.9

### Calculating annual leave pay

#### Example 9

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$10,440.0 (working 5.5 days per week and 8 hours per day). 5 days of annual leave pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the annual leave: \$125,280.0, including wages for 274 days of work and the following leaves (no overtime work is performed during the period):
  - 52 paid rest days
  - 13 paid statutory holidays
  - 26 unpaid contractual day-off.
- Periods and the sum to be disregarded: 26 unpaid contractual day-off (as the 26 contractual day-off are unpaid, the amount to be disregarded will be \$0).
- 5-day annual leave pay:  $[(\$125,280.0 - 0) \div (365 - 26) \text{ (days)} \times 5 \text{ (days)}] = \$1,847.8$ .

#### Example 10

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$11,160.0 (working 6 days per week and 8 hours per day). 5 days of annual leave pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the annual leave: \$160,920.0 including
  - \$133,920.0 for 300 days of work, 52 paid rest days and 13 paid statutory holidays
- Overtime pay of \$27,000.0 (where the monthly average over the past 12 months is not less than 20% of the average monthly wages of the employee during the same period).
- Periods and the sum to be disregarded: No period and sum have to be disregarded because the employee is not paid less than his/her full wages for the leave taken in the 12-month period.
- 5-day annual leave pay:  $[(\$160,920.0 - 0) \div (365 - 0) \text{ (days)} \times 5 \text{ (days)}] = \$2,204.4$ .

### Calculating sickness allowance

#### Example 11

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$9,720 (working 5 days per week and 8 hours per day). If the employee is granted 4 consecutive days of sick leave, the sickness allowance of the 4 days (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the first sickness day: \$115,920.0, including wages of 239 days of work and the following leaves (no overtime work is performed during the period):
  - 52 paid rest days
  - 13 paid statutory holidays

- 7 days of paid annual leave
  - 52 unpaid contractual day-off
  - 1 day no-pay leave in May (leave taken with the agreement of the Employer)
  - 1 day no-pay leave in July (leave taken with the agreement of the Employer).
- Periods and the sum to be disregarded: 52 unpaid contractual day-off and 2 days of no-pay leave (as the 54 days are unpaid, the amount to be disregarded will be \$0).
  - 4-day sickness allowance:  
$$[(\$115,920.0 - 0) \div (365 - 54) (\text{days})] \times 4(\text{days}) \times 4/5 = \$1,192.7.$$

### **Calculating wages in lieu of notice**

#### **Example 12**

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$11,160.0 (working 6 days per week and 8 hours per day). Clause 19 of the SEC specifies that there is no probation period, and a notice period of 7 days or payment in lieu of notice is required. If the employer terminates the employment, the employee's wages in lieu of notice shall be:

- 12-month wages earned immediately preceding the date of notification: \$133,920.0, including wages of 300 days of work, 52 paid rest days and 13 paid statutory holidays. No overtime work is performed during the period.
- Periods and the sum to be disregarded: No period and sum have to be disregarded because the employee is not paid less than his/her full wages for the leave taken in the 12-month period.
- Amount of 7 days' wages in lieu of notice:  
$$[(\$133,920.0 - 0) \div (365 - 0) (\text{days})] \times 7(\text{days}) = \$2,568.3.$$

### **Calculating gratuity upon expiry of the government service contract for an employee who is employed by the employer to work under one government service contract**

#### **Example 13**

An employee has worked for 12 months under the government service contract upon its expiry. During the period, the employee's total wages are \$142,505.0.

- The gratuity for the contract is: \$8,550.3;  $[\$142,505 \times 6\% = \$8,550.3]$ .

### **Calculating gratuity upon expiry of one of the Posts for an employee who is employed by the employer to work for two Posts**

#### **Example 14**

An employee is employed to work for two posts under two government service contracts. The employee has worked for 24 months under the post in [Table (1)] under Clause 2 of the Schedule upon its expiry. The employee's total wages are \$292,086.0, including wages for hours worked earned by the employee of \$87,840.0 and \$146,790.0 for the posts in [Table (1)] and [Table (2)] respectively, and the total amount of other employment benefits (e.g. rest day pay, annual leave pay, holiday pay and sickness allowance, etc.) being \$57,456.0.

- The total amount of wages for hours worked earned under the posts in Table (1) and Table

(2) is: \$234,630.0;

$[\$87,840.0 + \$146,790.0 = \$234,630.0]$

- The total wages earned under the post in Table (1) are: \$109,350.2;  $[\$87,840.0 + \$57,456.0 \times (\$87,840.0 \div \$234,630.0) = \$109,350.2]$
- The gratuity for the post in Table (1) is: \$6,561.0.  $[\$109,350.2 \times 6\% = \$6,561.0]$ .

#### Example 15

After expiry of the post in [Table (1)], the employee continues to work for the post in [Table (2)] and is also deployed to work under another post [Table 3]. The employee has worked for 36 months when the post in [Table (2)] expires. As shown in Example 14, the employee's total wages for the first 24 months (from the posts in [Table (1)] and [Table (2)]) is \$292,086.0, including wages for hours worked earned by the employee of \$87,840.0 and \$146,790.0 for the posts in [Table (1)] and [Table (2)] respectively, and the total amount of other employment benefits (e.g. rest day pay, annual leave pay, holiday pay and sickness allowance, etc.) being \$57,456.0. The total wages for the following 12 months is \$150,651.0, including wages for hours worked of \$73,395.0 and \$46,848.0 for the posts in [Table (2)] and [Table 3] respectively, and the total amount of other employment benefits being \$30,408.0.

- The total wages earned under the post in Table (2) for the first 24 months: \$182,735.8;
  - The total amount of wages for hours worked earned under the posts in Table (1) and Table (2) is: \$234,630.0  
 $[\$87,840.0 + \$146,790.0 = \$234,630.0]$
  - The total wages earned under the post in Table (2) for the first 24 months are:  
 $\$182,735.8 [\$146,790.0 + \$57,456.0 \times (\$146,790.0 \div \$234,630.0) = \$182,735.8]$
- The total wages earned under the post in Table (2) for the last 12 months: \$91,955.7;
  - The total amount of wages for hours worked earned under the posts in Table (2) and Table (3) is: \$120,243.0  
 $[\$73,395.0 + \$46,848.0 = \$120,243.0]$
  - The total wages earned under the post in Table (2) for the last 12 months are:  
 $\$91,955.7 [\$73,395.0 + \$30,408.0 \times (\$73,395.0 \div \$120,243.0) = \$91,955.7]$
- The total wages earned under the post in Table (2) for 36 months are: \$274,691.5;  
 $[\$182,735.8 + \$91,955.7 = \$274,691.5]$
- The gratuity for the post in Table (2) is: \$16,481.5.  $[\$274,691.5 \times 6\% = \$16,481.5]$ .

#### **Reduction of severance payment payable to an employee by the amount of gratuity paid**

##### Example 16

An employee is employed by an employer to work for 36 months, and then entered into a government service contract with the same employer immediately following the expiry/termination of the previous contract. The employee works for another 12 months under the second contract, and is dismissed by reason of redundancy. The employee's last month wages are \$11,160.0 and he/she is thus entitled to a severance payment of \$29,760.0 for his/her service of 48 months in

total.

The employer is required to pay him/her a gratuity of \$8,035.2 for his/her 12 months' service under the second contract prior to the payment of the severance payment. Upon payment of the gratuity, the employer may reduce the severance payment by the gratuity paid to the employee that is attributable to the employee's 12 months' service under the second contract.

- Severance payment for the employee's 12 months' service under the second contract is:  
\$7,440.0 [ $\$11,160.0 \times \frac{2}{3} \times 1 \text{ (year)} = \$7,440.0$ ]

The gratuity paid to the employee is higher than the severance payment in respect of the same period, and the whole amount of severance payment in respect of the period, that is \$7,440.0, may be reduced.

- Remainder of severance payment payable to the employee is: \$22,320.0  
[ $\$29,760.0 - \$7,440.0 = \$22,320.0$ ]
- The employer may reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the employee by the remainder of severance payment to the employee, i.e. \$22,320.0.

May 2023

**Certification of**  
**Heat Stroke Prevention Work Plan**

Tender Reference: **AFCD/NP/02/24**

Invitation to Tender / Contract Title: **Tender for the Provision of Landscape Maintenance Services at the Long Valley Nature Park**

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

I, \_\_\_\_\_ [full name of registered safety officer], hereby certify that the Heat Stroke Prevention Work Plan prepared and submitted by the Tenderer in respect of the above-mentioned Invitation to Tender has been checked in full compliance with the requirements set out in Clause 6 of Annex A to the Terms of Tender issued by the Government in relation to the above-mentioned Invitation to Tender.

Signature of Safety Officer: \_\_\_\_\_

Registration Reference under the Labour Department: \_\_\_\_\_

Expiry Date of Registration under the Labour Department: \_\_\_\_\_

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

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

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

**Reply Slip for Tender Briefing cum Site Visit**

To : Director of Agriculture, Fisheries and Conservation  
(Attn.: Nature Park Officer (Management))  
(Fax: 2631 9162)  
(Email: kevin\_ky\_ho@afcd.gov.hk)

**Tender Ref.: AFCD/NP/02/24**

**Provision of Landscape Maintenance Services at the Long Valley Nature Park**

To facilitate your tender preparation, a tender briefing cum site visit to the Long Valley Nature Park will be arranged as follows. Please complete this reply slip and return by fax (Fax No.: **2631 9162**) or email (Email Address: **kevin\_ky\_ho@afcd.gov.hk**) **on or before 3 p.m. on 2 September 2024 (Monday)**.

**Date** : 3 September 2024 (Tuesday)  
**Time** : 1:45 p.m.  
**Venue** : Multi-function Room, Hong Kong Wetland Park,  
Wetland Park Road, Tin Shui Wai,  
New Territories

☐ \* I will attend the tender briefing cum site visit as scheduled.

☐ \* I will NOT attend the tender briefing cum site visit as scheduled.

\* Remarks: Please put a tick (✓) in the box as appropriate.

	<b>Full name of Attendee(s)</b>	<b>Post Title</b>
Mr./Mrs./Miss/Dr.	_____	_____
Mr./Mrs./Miss/Dr.	_____	_____
Name of Company	_____	_____
Telephone No.	_____	
Fax No.	_____	

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

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## PART 2 CONDITIONS OF CONTRACT

### 1. **Contract Period**

- 1.1 The Contractor must provide the Services to the Government for a period of **36 months commencing on 1 December 2024**, or a date to be specified by the Government, whichever is later, subject to early termination or extension provided for in the Contract.
- 1.2 The Government may, by serving on the Contractor not less than one (1) month's advance notice in writing extend the Contract for a period up to an aggregate maximum of six (6) months on the same terms and conditions contained in the Contract. The extended Contract Period commences immediately upon the expiry of the current Contract Period.
- 1.3 Should the Contract Period be extended under Clause 1.2 above, the minimum number of Staff as specified in Clause 1.3 of the Service Specifications and the Monthly Rate as specified in Section 1 of the Price Schedule are applicable for the extended period.
- 1.4 The Contractor must agree to the extension of the Contract made under Clause 1.2 hereof when the Government exercises its right to extend the Contract.

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

- 2.1 The Contractor must provide the Services with Contractor's Employees in accordance with the terms and conditions of the Contract (including but not limited to the Service Specifications, the Conditions of Contract and the Contract Schedules) at such time and in such manner as the Government Representative may specify from time to time and to the satisfaction of the Government Representative.
- 2.2 The Contractor must observe and comply with any directions or instructions given by the Government Representative.
- 2.3 Each Contractor's Employee must devote all of his or her respective time, attention and energy to carrying out of the Services and subject to any directions as may be given by the Government from time to time.
- 2.4 The Contractor's Employees may be required to work over-time or in places other than the Contract Venue as may be directed by the Government Representative or as driven by the demands of work, urgency of task or operational needs.
- 2.5 The Contractor must not extend the Services beyond the requirements specified in the Contract except as directed in writing by the Government Representative. However, the Government Representative may at any time during the Contract Period by notice in writing require the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor must carry out such variations, and be bound by the same conditions, so far as are applicable, as though

the said variations were stated in the Contract.

- 2.6 Where a variation has been made to the Contract, the amount to be added to or deducted from the Monthly Service Fee in accordance with that variation is determined in accordance with the rates specified in the Price Schedule so far as the same may be applicable. Where rates are not contained in the Price Schedule, or are not applicable, such amount will be such sum as is reasonable in the circumstances.
- 2.7 The Government may at any time during the Contract Period, on giving fourteen (14) days' prior written notice to the Contractor, require the Contractor to add any new areas, sites, premises or facilities to the original Contract Venue or to delete any areas, sites, premises or facilities from the original Contract Venue.
- 2.8 If the Government makes a requirement under Clause 2.7, subject to the Contractor's performance of the Services to the Government's satisfaction, the Monthly Service Fee to the Contractor for the Contract Venue will be adjusted according to the following formulae and principle:

- (a) where a deletion is made to the Contract Venue, the Monthly Service Fee for the concerned item of work must be adjusted by deducting a sum calculated on the following basis:-

$$\frac{A \times B}{C}$$

- (b) where an addition is made to the Contract Venue, the Monthly Service Fee for concerned item of work must be adjusted by adding a sum calculated on the following basis:-

$$\frac{A \times B'}{C}$$

- A means the Monthly Rate of the concerned item of work as specified in Section 1 of the Price Schedule.
- B means the total area in hectare deleted from the concerned item of work as specified in Section 2 of the Service Specifications (round up to the nearest two decimal places).
- B' means the total area in hectare added to the concerned item of work as specified in Section 2 of the Service Specifications (round up to the nearest two decimal places).
- C means the total area of the Contract Venue in hectare for the concerned item of

work as specified in Section 2 of the Service Specifications.

2.9 The Government may, on giving the Contractor not less than fourteen (14) days' prior written notice, require the Contractor to suspend the performance of all or part of the Services and/or to reduce the number of Staff deployed for the Services for such time or times and in such manner and for such period or periods as the Government may specify in the notice.

2.10 In the event that the Services are suspended under Clause 2.9 or the number of Staff deployed to perform the Services are reduced under Clause 2.9, the Monthly Service Fee payable to the Contractor by the Government must be calculated as follows:

(a) for a suspension of service for a consecutive period of one month, there will be **no** Monthly Service Fee for that month;

(b) for a suspension of service in whole for a period of less than one month, the Monthly Service Fee must be calculated according to the following basis:

$$A \times \frac{B}{\text{the no. of days for the month}}$$

(c) for a suspension of service in part for a period of less than one month, the Monthly Service Fee must be calculated according to the following basis:

$$A \times \frac{B'}{\text{the no. of days for the month}} \times \frac{C}{D}$$

A means the Monthly Rate specified in Section 1 of the Price Schedule

B means the number of days when the Services have been rendered in whole by the Contractor

B' means the number of days when the Services have been rendered in part by the Contractor

C means the total area in hectare rendered from the concerned item of work as specified in Section 2 of Service Specifications during the period when the Services are only rendered in part

D means the total area of the Contract Venue in hectare for the concerned item of work as specified in Section 2 of Service Specifications

(d) for a reduction in the number of Staff for a consecutive period of one month, the Monthly Service Fee will be reduced according to the monthly charge quoted in Section 2 of Price Schedule for each Staff member which is removed; and

(e) for a reduction in the number of Staff for a period of less than one month, the principles of calculating the Monthly Service Fee for service in part for a period of less than one month set out in Clause 16.2 below are applicable.

2.11 Without prejudice to Clauses 2.5 and 2.6, the Government may at any time during the Contract Period by giving:

(a) Three (3) days' notice in writing require the Contractor to provide additional Supervisor(s) or Worker(s) at such places, in such manner and at such times as the Government Representative may specify;

(b) not less than two (2) hours' verbal notice (to be properly documented subsequently) require the Contractor to provide additional Supervisor(s) or Worker(s) to carry out emergency or other special services at any locations in the Contract Venue.

2.12 The Government will pay for the services provided by the Contractor under Clause 2.11 above in accordance with the rate specified in the Section 2 of the Price Schedule.

### 3. **Non-exclusive Contract**

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

### 4. **Service Level and Service Specifications**

4.1 The Contractor must provide the Services in a timely and professional manner and must conform to the standards generally observed in the industry for similar services and the specific requirements as set out in this Contract.

4.2 The Contractor must comply with all the provisions in the Service Specifications during the continuance of the Contract.

4.3 The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to provide the Services. The Contractor will neither be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to the Service Specifications or any other provisions of the Contract.

4.4 The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.

4.5 The Contractor must perform its obligations under the Contract:

(a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and

(b) in accordance with Good Industry Practice.

4.6 Time will be of the essence as regards each provision of the Services.

4.7 Notwithstanding any provision of the Contract, due provision of any Services to the Government will not be regarded to have taken place unless and until such Services are

accepted by the Government.

**5. Regulations of Contractor and the Contractor's Employees**

- 5.1 The Contractor must be responsible for the efficient performance of the Contract and for the good conduct of the Contractor's Employees while they are performing duties for the Government.
- 5.2 The Contractor must:
- (a) ensure that all Contractor's Employees are efficient, honest and acceptable to the Government in terms of ability, working attitude and personal behaviour;
  - (b) ensure that all Contractor's Employees satisfy the qualification and experience requirements and possess any skills and expertise set out in the Service Specifications;
  - (c) ensure that all Contractor's Employees perform competently and behave to the satisfaction of the Government Representative;
  - (d) ensure that all Contractor's Employees abide by the Government's instructions and any law and regulations applicable to the provision of the Services;
  - (e) immediately notify in writing the Government Representative of any acceptance of advantage, bankruptcy or disclosure of confidential information affecting the Contractor's Employees.
- 5.3 The Contractor must assign one of its employees as the Contractor Representative to liaise and attend meetings with the Government from time to time for the Services under the Contract. The Contractor must not replace or substitute the Contractor Representative without obtaining prior consent from the Government.
- 5.4 The appointment or replacement of any Contractor's Employee to undertake any part of the Services will not relieve the Contractor from any liability or obligation under this Contract and the Contractor will be responsible for the acts, omissions, defaults and neglects of any Contractor's Employee as if they were the acts, omissions, defaults or neglects of the Contractor.
- 5.5 The Contractor must provide proper training and instructions from time to time for all its Staff on all matters concerned with the Services.
- 5.6 The Contractor must comply with all applicable laws and regulations. In particular, the Contractor must:
- (a) comply with the Employment Ordinance (Cap. 57) and the Immigration Ordinance (Cap. 115). The Contractor must not employ any persons who are forbidden by the laws of Hong Kong or are not entitled to undertake any employment in Hong

Kong;

- (b) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
- (c) comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509) and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of the Services.

- 5.7 The Government Representative will from time to time during the term of this Contract carry out security checks on any of the Contractor's Employees.
- 5.8 The Contractor must secure, obtain and maintain at its own cost throughout the Contract Period all governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract.
- 5.9 Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract will be provided by the Government free of charge but must be returned to the Government in good order on completion of the Contract.
- 5.10 If at the request of the Contractor assistance of any Government staff is provided after normal business hours, the Contractor must be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

## 6. **Subsequent Employment**

The Contractor must not restrain any Contractor's Employee from the employment by the Government or any other company to provide services for the Government upon the completion or termination of the contract between the Contractor's Employee and the Contractor. If the Government Representative has reason to believe that the Contractor is in breach of this clause, the Government Representative may at its absolute discretion demand the Contractor to remove such restraint within seven (7) working days. Otherwise, the Government may exercise the right to forthwith terminate this Contract.

## 7. **Liabilities and Indemnities**

- 7.1 Neither the Government nor any of its employees or agents will be liable for:
  - (a) any loss of or damage to any of the Contractor's property or that of its employees or agents (whether or not caused by any Negligence of the Government or its employees or agents ); or
  - (b) any injury to or death of any of the Contractor's employees or agents, except where such injury or death was caused by the Negligence of the Government or any of its

employees or agents.

7.2 Without prejudice to any other provision of the Contract, the Contractor must indemnify each of the Government and its employees and agents (each an “Indemnified Person”) against:

- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person (“Claims”); and
- (b) any and all liabilities, losses, damages, costs, charges or expenses (including (i) all legal fees and other awards, costs, payments, charges and expenses and (ii) any loss or damage sustained by or any injury to or death of any person in consequence of any Negligence of the Contractor or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with or out of:

- (i) the performance or breach of any provisions of the Contract by the Contractor, its employees, agents or sub-contractor if any;
- (ii) the negligence, recklessness, tortious acts or wilful omission of the Contractor, its employees, agents or sub-contractor if any;
- (iii) any default, unauthorised act or wilful misconduct of the Contractor, its employees, agents or sub-contractor if any;
- (iv) any claim that the use or possession of the Materials infringes the Intellectual Property Rights of any person; or
- (v) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority.

7.3 The indemnity under Clause 7.2 does not apply to any injury or death caused by the Negligence of an Indemnified Person.

7.4 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor must verbally inform the Government Representative as early as practicable and deliver to the Government a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.

7.5 For the purposes of this Clause, “Negligence” has the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).



- 7.6 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor will not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

## **8. Replacement of Contractor's Employees**

- 8.1 The Government has the right to require the Contractor to immediately replace any of the Contractor's Employees if:
- (a) the Government, in its reasonable opinion, finds the Contractor's Employee unsuitable on grounds including but not limited to dishonesty, habitual neglect in the discharge of his duties, unbecoming behaviour, suspected commission of crime or other misconduct, mental or physical incapacity, and/or failure to comply with Government directive regarding performance of the Contract; or
  - (b) the Government, in its opinion, finds the Contractor's Employee incompetent or incapable of performing the Services.
- 8.2 Upon receipt of the notice from the Government, the Contractor must nominate the substitutes or replacements for the Government's consideration (the number of nominated substitutes or replacements should be twice the number of Contractor's Employees removed or to be replaced). The Contractor must be solely responsible for all direct, indirect and consequential costs or losses that may arise from such substitution or replacement.
- 8.3 The Contractor must ensure that each of the nominated substitutes or replacements referred to in Clause 8.2 hereof satisfies the requirements on qualification, skills and experience specified in the Service Specifications and of no less favourable qualification/ experience, and will be available immediately. In the event that the Government Representative, in its judgment, is not satisfied with any of the nominated substitutes or replacements, the Contractor must forthwith provide other candidates to the Government Representative until a suitable replacement is selected.

## **9. Personnel Records**

- 9.1 The Contractor must seek consent from the Contractor's Employees to disclose their personal data, records and photographs to the Government Representative.
- 9.2 The Contractor must sign an employment agreement with each of the Contractor's Employees (other than Workers) containing at least the employment period, rest day arrangements, maximum net working hours for each day of work and wages. The parties to the employment agreement must consent to the production of the employment agreement and all documents relating to the employment to the Government upon request.
- 9.3 The Contractor must on or before the commencement date of employment enter into a

written Standard Employment Contract with each of its Workers (except a temporary relief worker whose period of engagement does not exceed seven (7) days). The Contractor must refer to the latest version of the Standard Employment Contract and its guidance notes when signing the Standard Employment Contract with all its Workers.

- 9.4 The Contractor must keep proper record of the written employment agreements including any amendments or deletion and the payments to each of the Contractor's Employees. Payments must be made by way of autopay for proper record keeping purpose.
- 9.5 The Government reserves the right to, at any time, request the Contractor to produce evidence that such written employment agreements mentioned in Clauses 9.2 and 9.3 hereof have been entered into and that the employment conditions have been complied with, including production of employment agreements for inspection. All records stated in this Clause must be readily available for inspection by the Government Representative.

**10. Contractor's Obligations Relating to the Employment of Contractor's Employees**

- 10.1 The Contractor must pay each Contractor's Employee engaged in the carrying out of the Services in accordance with the Employment Ordinance (Cap. 57).
- 10.2 The proposed monthly wage specified in Contract Schedule 2 will not include the Contractor's contribution under the Mandatory Provident Fund in respect of the Staff and any other benefits which the Contractor will or intend to provide to the Staff.
- 10.3 The monthly wage payable by the Contractor to each Worker or Supervisor must not be less than the higher of (i) the corresponding proposed monthly wage quoted by the Contractor in Contract Schedule 2; and (ii) the SMW plus rest day pay rate.
- 10.4 All Workers and Supervisors must not work for more than the corresponding proposed daily maximum net working hours in Contract Schedule 2 in any twenty-four (24) hours period unless with the prior written consent of the Government Representative.
- 10.5 A failure to observe or comply with any requirement in Clause 10 will be construed as a material breach of the Contract and the Government will have the right to seek appropriate remedies including termination of the Contract forthwith.
- 10.6 The Contractor must strictly observe its contractual obligations under the Standard Employment Contract, including but not limited to, the contractual obligations the breach of which would attract a Demerit Point.
- 10.7 Without prejudice to the generality of Clause 10.6 above, the Contractor must, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
  - (a) paying wages;

- (b) paying holiday pay payable to the Workers having been employed under a continuous contract for not less than one month;
- (c) paying wages at a rate of at least 150% for the Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
- (d) paying wages by means of autopay to the Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
- (e) paying the gratuity to the Workers as provided under Clause 11 of the Conditions of Contract; and
- (f) not allowing the Workers to work beyond the committed daily maximum net working hours under the Contract.

10.8 The Contractor shall not deduct the wages of the Staff unlawfully or unreasonably, or deduct the wages of the Staff to recover any contract sum deducted by Government for unsatisfactory contract performance.

#### **11. Gratuity to Non-skilled Workers**

- 11.1 The Contractor shall pay a gratuity to each Non-skilled Worker upon the expiry or termination of the Standard Employment Contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of service of not less than twelve (12) months immediately before the expiry or termination of the Standard Employment Contract.
- 11.2 Notwithstanding Clause 11.1 above, for each Non-skilled Worker who has been employed by the Contractor under the Standard Employment Contract in respect of this Contract for a period of service of less than twelve (12) months immediately before the termination of the Standard Employment Contract (and yet still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall still have to pay a gratuity to the Non-skilled Worker in respect of that shorter period of service provided that the Standard Employment Contract is terminated by the Contractor and the termination of the Standard Employment Contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

For the avoidance of doubt, for the purpose of this Clause 11.2, where the termination of the Standard Employment Contract is due to reason(s) in accordance with Section 9 of the Employment Ordinance (Cap. 57) or due to the Non-skilled Worker terminating the Standard Employment Contract, no gratuity shall be payable in respect of the period of service of less than twelve (12) months. In addition, for Clause 11.2 to apply, this

Contract shall originally be scheduled to have a contract duration of not less than twelve (12) months had it not been the termination by the Government.

11.3 If a Non-skilled Worker is entitled to the gratuity in Clause 11.1 or Clause 11.2 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the period of service as mentioned therein.

11.4 The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.

## **12. Gratuity to Supervisory Staff**

12.1 The Contractor shall pay a gratuity to each Supervisory Staff upon the expiry or termination of the contract of employment as defined in the Employment Ordinance (Cap. 57) entered into by the Contractor and the Supervisory Staff (referred to “the employment contract” hereafter for the purpose of Clauses 12.1 and 12.2, for reason(s) other than in accordance with Section 9 of the Employment Ordinance (Cap. 57), provided that the Supervisory Staff has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of service of not less than twelve (12) months immediately before the expiry or termination of the employment contract .

12.2 Notwithstanding Clause 12.1 above, for each Supervisory Staff who has been employed by the Contractor under the employment contract in respect of this Contract for a period of service of less than twelve (12) months immediately before the termination of the employment contract (and yet still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall still have to pay a gratuity to the Supervisory Staff in respect of that shorter period of service provided that the employment contract is terminated by the Contractor and the termination of the employment contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

For the avoidance of doubt, for the purpose of this Clause 12.2, where the termination of the employment contract is due to reason(s) in accordance with Section 9 of the Employment Ordinance (Cap. 57) or due to the Supervisory Staff terminating the employment contract, no gratuity shall be payable in respect of the period of service of less than twelve (12) months. In addition, for Clause 12.2 to apply, this Contract shall originally be scheduled to have a contract duration of not less than twelve (12) months had it not been the termination by the Government.

12.3 If a Supervisory Staff is entitled to the gratuity in Clause 12.1 or Clause 12.2 above, the

amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Supervisory Staff during the period of service as mentioned therein.

- 12.4 The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment.

**13. Holiday Pay to Non-skilled Workers**

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

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

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

**15. Payment for Services**

- 15.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with the Contract to the satisfaction of the Government, the Government will pay the Contractor the Monthly Service Fees in accordance with the Price Schedule and as calculated in the following manner:

$$\begin{array}{rcl} & & \text{(Monthly Rate)} \\ & & + \\ & & \text{(Total charges for additional services or additional} \\ & & \text{Supervisor(s)/ Worker(s) provided by the Contractor} \\ & & \text{under Clause 2 of the Conditions of Contract)} \\ & & - \\ \text{Monthly Service Fees} & \text{(Total deductions calculated under Clause 16 of the} & \\ \text{payable to the Contractor} = & \text{Conditions of Contract)} & \\ & & - \\ & \text{(Total deductions for deleted/ suspended item of work} & \\ & \text{under Clause 2 of the Conditions of Contract)} & \\ & & - \\ & \text{(Such other sums the Government is entitled to} & \\ & \text{deduct pursuant to other provisions of the Contract)} & \end{array}$$

15.2 Payment will be made direct to the Contractor's bank account in Hong Kong.

15.3 The Contractor must submit a monthly invoice within seven (7) working days after the end of each month to the Government Representative or as otherwise directed. Unless otherwise provided, payment will be made after the receipt of invoices and only upon certification by the Government Representative 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.

15.4 Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning payment must be addressed to the Director of Agriculture, Fisheries and Conservation in the manner described below:

Address - Agriculture, Fisheries and Conservation Department  
5/F Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road,  
Cheung Sha Wan, Kowloon  
(Attn: Nature Park Officer (Management))

Fax No. - 2631 9162

The Government will not be liable for any delay in payment if invoices and correspondence are not so addressed.

15.5 The Monthly Service Fees will be inclusive of all fees, costs, charges, expenses and disbursements incurred by the Contractor for provision of the Services. Apart from the Monthly Service Fees, under no circumstances whatsoever will the Government be liable to pay to the Contractor or any other person any money. All Services must be performed by the Contractor at its sole cost, subject to the payment of the Monthly Service Fees only.

15.6 Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Monthly Service Fees and any other sum payable by the Government to the Contractor under the Contract if:

- (a) the Contractor fails to observe or perform any provision of the Contract;
- (b) the Government disputes on any reasonable ground its obligation to pay the amount in question;
- (c) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or
- (d) withholding of payment is required by any applicable law.

15.7 No payment made by the Government under the Contract will prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.

**16. Deduction in Monthly Service Fees**

16.1 The Contractor must ensure that the number of Staff deployed to perform the Services is not less than that stipulated in the Service Specifications. In the event of resignation, dismissal or absence of any such Staff as set out in the Service Specifications, the Contractor must promptly provide adequate and competent replacements.

16.2 If any Staff is absent from duty, or any Staff has not performed the Services to the satisfaction of the Government Representative, without prejudice to any rights, actions or remedies that the Government has or may have against the Contractor, the Monthly Service Fees will be deducted by the sum calculated as follows:

For each Worker:

Duration of the total period of absence from duty or unsatisfactory performance (in minutes) of the Worker in a month	X	<div>[Monthly Charge for Worker as set out in Section 2 of the Price Schedule]</div> <hr/> <div>Number of days in the concerned month in which the Worker is required to provide the Services (days) x 8 (hours) x 60 (minutes)</div>
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For each Supervisor:

Duration of the total period of absence from duty or unsatisfactory performance (in minutes) of the Supervisor in a month	X	<div>[Monthly Charge for Supervisor as set out in Section 2 of the Price Schedule]</div> <hr/> <div>Number of days in the concerned month in which the Supervisor is required to provide the Services (days) x 8 (hours) x 60 (minutes)</div>
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In determining the amount of deduction under this Clause, a period of less than a minute in which a Contractor's Employee is absent will be regarded as one (1) minute.

**17. Contract Deposit**

- 17.1 If the Contractor fails to comply with any provision of the Contract or any amount is due or payable by the Contractor to the Government, the Government may deduct from the Contract Deposit or call on the banker's guarantee (as the case may be) to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government relating to such failure, or to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Contractor.
- 17.2 The Contract Deposit (whether paid in cheque or cashier's order or in the form of the banker's guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities owed by the Contractor to the Government.
- 17.3 If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee any time prior to the expiry or termination of the Contract, the Contractor must, within twenty-one (21) days after the date of the written



demand by the Government, deposit a further sum or provide a further banker's guarantee, in a sum equal to the amount so deducted or so called, which further sum will be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause, the further banker's guarantee must comply with the requirements in Clauses 10.4(a) and (b) of the Terms of Tender and will come into operation on the date of its execution.

17.4 If the Contractor fails to comply with Clause 17.3, the Government may terminate the Contract immediately.

17.5 Upon the expiry or termination of the Contract:

- (a) if the Contract Deposit is paid by cheque or cashier's order, the Government will, after deducting the sums due from the Contractor to the Government, return the balance of the Contract Deposit in cheque and without interest to the Contractor three (3) months after completion of all the obligations under the Contract by the Contractor to the Government's satisfaction, or the expiry or termination of the Contract, whichever is the later;
- (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee will be discharged and released in accordance with its terms.

## **18. Insurance Policy**

- 18.1 The Contractor must effect and maintain throughout the Contract Period a policy or policies of insurance exclusively for the Contract in respect of a site in the joint names of the Government and the Contractor providing an adequate level or to a maximum indemnity amount in the sum of not less than an indemnity amount of HK\$10,000,000, whichever is higher, of cover in respect of all risks which may be incurred by the Contractor or the Government or their respective employees, agents in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. The insurance policy must provide that the insurance company will waive all claims of subrogation which it may otherwise have against the Government as a co-insured. Such insurances must include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. The insurance company or companies must be authorised under the Insurance Ordinance (Cap. 41).
- 18.2 Without prejudice to Clause 18.1, the Contractor must effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.
- 18.3 If required by the Government, the Contractor must deliver to the Government copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 18.4 If the Contractor fails to give effect to or maintain any insurance required under the

Contract, the Government may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.

- 18.5 No provision in any insurance and no amount of insurance covered will relieve the Contractor of any liability under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.
- 18.6 In the occurrence of any event which gives rise to liability under which an insurer of any of insurance policies referred to in the Contract, and regardless of whether there be a claim against the Contractor for compensation or not, the Contractor must within seven (7) clear working days give notice in writing of such event to Government Representative.

19. **Heat Stroke Prevention Work Plan**

- 19.1 For Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources under this Contract, the Contractor shall implement the Heat Stroke Prevention Work Plan as submitted in the tender which shall at least cover the following proposals applicable to all such Non-skilled Workers –

- (a) making suitable work arrangement of heat stress such as rescheduling work to cooler periods and cooler places;
- (b) carrying out measures included in the Heat Stroke Prevention Work Plan after making reference to the Labour Department's "Guidance Notes on Prevention of Heat Stroke at Work" published on 2 May 2024 at

[https://www.labour.gov.hk/common/public/oh/Heat\\_Stress\\_GN\\_en.pdf](https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf) (as may be updated from time to time)

which shall cover at least the following:

- (i) to conduct heat stress risk assessments for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
- (ii) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, and providing sheltered/ventilated resting places) based on the risk assessment results; and
- (iii) to arrange hourly rest breaks as appropriate for Non-Skilled Workers working outdoors, in indoor environment without air-conditioning and/or in

the vicinity of heat sources, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force;

- (c) providing potable water at all times during work;
- (d) providing uniforms with dry-fit properties; and
- (e) providing wide-brimmed hats, arm sleeves or umbrellas.

19.2 The Contractor is required to keep written records of (a) heat stress risk assessments for its Non-skilled Workers exposed to heat stress at work by using the Labour Department’s sample form as set out in “Guidance Notes on Prevention of Heat Stroke at Work” published on 2 May 2024 at [https://www.labour.gov.hk/common/public/oh/Heat\\_Stress\\_GN\\_en.pdf](https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf) (as may be updated from time to time) as provided in Clause 6 of Annex A in the Terms of Tender; and (b) the performance of all of the requirements set out in Clause 19.1 above.

## **20. Debarment Mechanism and Demerit Point System**

- 20.1 Under the Debarment Mechanism, if the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor’s offer (as the case may be) in future tender or quotation exercises.
- 20.2 Under the Demerit Point System, if the Contractor is in breach of any of the following contractual obligations in one separate incident (or two separate incidents in the case of Clause 20.2(j) over any continuous period of twelve (12) months within the Contract Period), the Government is entitled to issue one Demerit Point to the Contractor:
- (a) wages;
  - (b) holiday pay payable to Non-skilled Workers having been employed under a continuous contract for not less than one month;
  - (c) wages at a rate of at least 150% for Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
  - (d) daily maximum working hours;
  - (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;

- (f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
  - (g) gratuity payable to Non-skilled Workers as provided under Clause 11.1 of the Conditions of Contract (where applicable);
  - (h) gratuity payable to Non-skilled Workers as provided under Clause 11.2 of the Conditions of Contract (where applicable);
  - (i) gratuity payable to Supervisory Staff as provided under Clause 12.1 or Clause 12.2 of the Conditions of Contract (where applicable); and
  - (j) compliance with all of the measures in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources.
- 20.3 For the purpose of each of Clauses 20.2(a) to (j) above, whether there is one separate incident of breach of the contractual obligations referred to therein shall be determined by the Government. For the purpose of each of Clauses 20.2(a) to (i) above, for every separate incident of non-compliance with the contractual obligations referred to therein, the Government is entitled to issue one Demerit Point to the Contractor. For the purpose of Clause 20.2(j), a non-compliance with the Heat Stroke Prevention Work Plan is a substantiated complaint or breach with respect to the Heat Stroke Prevention Work Plan determined by the Government. For every two separate incidents of non-compliance with the Heat Stroke Prevention Work Plan by the Contractor under this Contract over any continuous period of twelve (12) months within the Contract Period, the Government is entitled to issue one Demerit Point to the Contractor.
- 20.4 If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to Clause 20.2 above, the Government is entitled to issue one Demerit Point to each of the Contractor and the sub-contractor in accordance with Clauses 20.2 and 20.3 above.
- 20.5 The Demerit Point(s) will be mandatorily taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.

## **21. Termination and Effects of Termination**

- 21.1 Without prejudice to any rights and claims of the Government under the Contract or otherwise at law, the Government will be entitled to forthwith terminate the Contract if any of the following events occurs:-

- (a) the Contractor fails to observe or perform any of the terms and conditions of the Contract or pay any of the sums payable by the Contractor under the Contract, or (in the case of a breach capable of being remedied but not otherwise) the Contractor has failed to remedy the breach to the satisfaction of the Government Representative within seven (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 (such request to contain a warning of the Government's intention to terminate the Contract) requiring it to do so;
- (b) any warranties, undertakings, representations or information made or given by the Contractor to the Government in connection with the Tender or the Contract is incomplete, false or misleading;
- (c) the Contractor abandons the Contract in part or in whole;
- (d) the Contractor is found to have employed illegal workers in the execution of this Contract;
- (e) the Contractor is convicted of any of the Relevant Offences (as defined in Clause 1.1 of Annex A to the Terms of Tender) arising from this Contract or the Minimum Wage Ordinance (Cap. 608);
- (f) the Contractor has accumulated three or more Demerit Points arising from this Contract over a rolling period of 36 months;
- (g) the Contractor has made any false declaration or untruthful revelation in regard to the record of convictions of offences under any of the Relevant Offences in its tender submission made during the tendering process of this Contract;
- (h) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government;
- (i) the Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government; or
- (j) any event or circumstance occurs which enables the Government to terminate the Contract under any one of the following provision of the Conditions of Contract:
  - (i) Clause 17.4 (Contract Deposit);
  - (ii) Clause 42.3 (Probity); or
  - (iii) Clause 15.3(c) of the Terms of Tender (Warranty against Collusion).

- 21.2 The Government may also by written notice to the Contractor terminate the Contract immediately upon the occurrence of any of the following events:
- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
  - (b) if the Contractor is a body corporate, a shareholders' or members' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);
  - (c) a petition is presented for the winding-up of the Contractor, which is not dismissed within 14 days after the petition is presented;
  - (d) the Contractor is or becomes insolvent;
  - (e) a receiver is appointed over the whole or any part of the Contractor's business or assets;
  - (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - (g) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
  - (h) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
  - (i) the Government reasonably believes that any of the events mentioned above is about to occur.
- 21.3 Notwithstanding anything herein to the contrary, the Government may at any time and from time to time during the Contract Period, at its discretion and without cause, suspend or terminate the Contract or any part thereof by giving the Contractor one (1) month's prior written notice of such suspension or termination. In the case of suspension, the written notice shall specify the period of the suspension ("Suspension Period") and the scope of the suspension (i.e., the Item(s) of the Services to be suspended, which may be all or any of the Items of the Services covered by the Contract) ("Suspended Services").
- 21.4 Separate from the event mentioned in Clause 21.1(j)(ii) above, the Government may terminate the Contract pursuant to Clause 24.6 where there is a Force Majeure Event.

- 21.5 Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 21.1 to 21.4 above and in each sub-clause of Clauses 21.1 and 21.2 shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.
- 21.6 Where the Government at its sole discretion removes or closes the Contract Venue, the Government will not be liable to pay the Monthly Service Fees for the Contract Venue removed or closed as from the date of removal or closure.
- 21.7 On termination of the Contract for any reason, the Government is under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Government by the Contract.
- 21.8 The expiry or termination of the Contract will not affect any accrued rights or liabilities of either party or the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 21.9 If the Contract is terminated by the Government (other than pursuant to Clause 21.4) and the Government makes other arrangements for the provision of any Services, the Government may recover from the Contractor:
- (a) any amount in excess of the Estimated Contract Price (which would have been payable to the Contractor had the Contract not been terminated) incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and
  - (b) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 21.1.

If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments will be made by the Government to the Contractor for the Services provided by the Contractor prior to termination.

21.10 On the expiry or termination of the Contract for any reason, the Contractor must:

- (c) immediately return to the Government all documents containing confidential information, personal data and such other information, property and materials in the possession or under the control of the Contractor or any of its sub-contractors and agents, which was obtained or produced in the course of providing the Services;
- (d) assist and co-operate with the Government to ensure an orderly transition of the provision of the Services to such person specified by the Government Representative and/or the completion of any work-in-progress;
- (e) within twenty-eight (28) days of the date of termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of termination; and
- (f) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Government for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Government or a replacement contractor to conduct due diligence.

21.11 Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) will be payable by the Government to the Contractor as a result of any suspension or early termination of the Contract by the Government.

## **22. Government Property**

When Government property is issued to the Contractor under the Contract, the Contractor will be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor must pay an amount equal to its acquisition costs (subject to normal depreciation on such basis as determined by the Government) plus all administrative costs incurred by the Government for replacing such lost or damaged property. 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 must render such assistance as is necessary.

## **23. Publicity**

23.1 Whether before, during or after the expiry or termination of the Contract Period, the Contractor must not use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.



- 23.2 Subject to Clause 23.1, the Contractor must submit to the Government Representative for approval all the proposed advertising or other publicity material relating to the Contract wherein the Government's name is mentioned or from which a connection with the Government can reasonably be inferred or implied.
- 23.3 Notwithstanding any consent or approval given under Clauses 23.1 or 23.2, whenever required by the Government, the Contractor must cease using any advertisement or publicity material relating to the Contract wherein the Government is mentioned or from which a connection with the Government can reasonably be inferred or implied.

**24. Force Majeure**

- 24.1 Within three (3) days after the occurrence of a Force Majeure Event, the Contractor must notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Contractor's ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, the Government may on its own issue a notice to the Contractor noting the occurrence of the Force Majeure Event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or the Government pursuant to this Clause is hereinafter referred to as the "Suspension Notice".
- 24.2 Following the issue of a Suspension Notice by the Contractor or the Government, the Contractor must keep the Government informed at reasonable intervals, and upon the request of the Government, of:
- (a) the likely duration of the relevant Force Majeure Event and of its effect on the Contractor's ability to perform its obligations under the Contract;
  - (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and
  - (c) any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.
- 24.3 To the extent that the performance of obligations by the Contractor under the Contract is prevented by a Force Majeure Event, the Contractor's performance of such obligations will, subject to Clause 24.4, be suspended to that extent from the date the Contractor or the Government gives a Suspension Notice in respect of that Force Majeure Event until the Contractor ceases to be so prevented ("Cessation Date"). Notwithstanding anything in the Contract to the contrary, as soon as the Government issues a Suspension Notice to the Contractor, the Contractor must forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.

24.4 During the suspension of any obligations under Clause 24.3:

- (a) the Contractor must use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Contractor's performance of the obligations under the Contract;
- (b) the Government may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and
- (c) the Contractor will not be entitled to any cost, fee or charge or such pro rata portion thereof in respect of the suspended obligations for the suspended period.

24.5 As soon as the relevant Force Majeure Event has ended, the Contractor must forthwith notify the Government of the Cessation Date, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate Cessation Date. The Contractor must immediately after the Cessation Date resume performance of the suspended obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Cessation Date, the Government's decision will be final in the absence of manifest error.

24.6 Should suspension of the performance by the Contractor of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, the Government will be entitled to, but is not obliged to, terminate the Contract (depending on the election of the Government).

## **25. Confidentiality and Protection of Personal Data**

25.1 The Contractor must treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)), in whatever form or media, which the Government has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Contractor or which may come to the Contractor's knowledge or be accessible by the Contractor in the course of carrying out the Services and all advices, recommendations, documents, materials and data given by the Contractor to the Government under the Contract ("Confidential Information").

25.2 Without prejudice to any other provision of the Contract, the Contractor must indemnify and keep the Government and its authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:

- (a) a breach of confidence (whether under the Contract or general law) by the

Contractor or any of its employees, agents or sub-contractors;

- (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
- (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Cap. 593).

- 25.3 The Contractor must use the Confidential Information solely for the purposes of the Contract. The Contractor must not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government's prior written consent.
- 25.4 The Contractor must not disclose the Confidential Information to any third parties except in confidence to such of the Contractor's employees, agents or sub-contractors who need to know the same for the purposes of the Contract.
- 25.5 The Contractor undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- 25.6 The Contractor must comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.
- 25.7 The Contractor must ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 25 and the Official Secrets Ordinance (Cap. 521).
- 25.8 The provisions of this Clause 25 will survive the expiry or termination of the Contract and will continue in full force and effect notwithstanding such expiry or termination.

## 26. **Relationship of the Parties**

The Contractor enters into the Contract with the Government as an independent contractor only and nothing in the Contract will create a contract of employment, a relationship of agency or partnership, or a joint venture between the Government and the Contractor. Unless otherwise expressly provided for in the Contract, neither party is authorised to act in the name of, or on behalf of, or otherwise bind the other party.

## 27. **Assignment and Sub-Contracting**

- 27.1 Unless otherwise provided for in the Contract, the Contractor must not, without the

prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract.

- 27.2 If the Contractor proposes to appoint any sub-contractor, it must submit the proposed sub-contract to the Government for approval. The Government reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract must be deposited with the Government within seven (7) days after the effective date of the sub-contract.
- 27.3 The Contractor must remain fully liable and must not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Contractor must be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.
- 27.4 The Contractor must monitor the performance of its sub-contractor(s) and ensure that its sub-contractor(s) do not commit any of the Relevant Offences or breach any of the contractual obligations to which a Demerit Point may be issued. For such purposes, the Contractor shall incorporate the relevant contractual clauses into the contract(s) with its sub-contractor(s).
- 27.5 Without prejudice to any other rights, actions or remedies available to the Government, the Contractor must ensure that any default on the part of its sub-contractor(s) must be readily remedied.

**28. Entire Contract**

- 28.1 The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government. On the other hand, the Government has relied on the Warranties when entering into the Contract.
- 28.2 All of the provisions of the Contract must remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

**29. Severability**

If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability must not affect the other provisions of the Contract, all of which must remain in full force and effect.

**30. Waiver**

- 30.1 No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity must

operate as a waiver thereof; nor must any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under the Contract will be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof will be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

- 30.2 Without prejudice to the generality of Clause 30.1, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract will be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, will not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination will constitute a waiver by the Government of any other right, power or remedy.

**31. Contracts (Right of Third Parties) Ordinance**

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

**32. Notices**

- 32.1 Each notice, demand, correspondence or other communication given or made under the Contract by a party must be in writing and delivered or sent to the other party at its postal address, facsimile number or email address set out below (or such other postal address, facsimile number or email address as the addressee has by not less than seven (7) working days' prior written notice specified to the other party).

To the Contractor: At the address, facsimile number or email address as specified in the "Offer to be Bound".

To the Government: Nature Park Division  
Agriculture, Fisheries and Conservation Department  
5/F Cheung Sha Wan Government Offices  
303 Cheung Sha Wan Road  
Cheung Sha Wan, Kowloon  
Fax No.: 2631 9162  
Email: alfred\_kc\_wong@afcd.gov.hk  
Attention: Senior Nature Park Officer

32.2 Such notices, demands, invoices, correspondence or other communications must be addressed as provided in Clause 32.1 and, if so addressed, will be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;
- (b) if sent by post (regardless of whether during or outside normal business hours), four (4) days (for any place in Hong Kong) and seven (7) days (for any place outside Hong Kong) after the date of posting which is a working day;
- (c) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission;
- (d) if sent by email during normal business hours on a working day, upon dispatch unless the sender has received a non-delivery notification from his own computer system.

### **33. Governing Law and Jurisdiction**

- 33.1 The Contract will be governed by and construed in accordance with the laws of Hong Kong.
- 33.2 The parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters or dispute arising out of or in connection with or in relation to the Contract.

### **34. Occupational Safety and Health**

- 34.1 The Contractor must comply with the Government Representative's prevailing policies, guidelines and procedures safeguarding occupational safety and health of its Staff deployed at the Contract Venue. The Contractor must ensure that whenever it is so required, comprehensive assessment and management of risks to occupational safety and health of the Staff deployed at the Contract Venue will be undertaken. Based on such assessment, adequate measures must be taken to guard against such risks. The Contractor must only provide experienced supervisory staff to give proper training, supervision and instructions to its Staff. The Contractor must ensure that all Staff provided by it to execute the Services: -
  - (a) are properly trained, competent and efficient in carrying out the duties as stipulated in the Service Specifications;
  - (b) must be fully aware of any potential risks that may exist through the undertaking of their duties and to follow policies and guidelines that may be in force from time to time concerning occupational safety and health;

- (c) take all reasonable steps to ensure their safety, and the safety of others, in the discharge of their duties;
  - (d) must report all incidents and dangerous occurrences to the Government Representative; and
  - (e) are provided with uniforms made of dry-fit fabric with moisture management treatment, of who need to undertake outdoor work in summer. The fabric must be thin knitting fabric providing good water vapour permeability and ultraviolet protection function. The shirt shall be light-coloured and loose-fitting.
- 34.2 If the Contractor fails to comply with Clause 34.1 or with the reasonable requests of the Government Representative, it may be asked to vacate the Contract Venue and other government premises pending an inquiry to be conducted by the Government Representative.
- 34.3 If the Contractor fails to comply with Clause 34.1 or fails to achieve any applicable safety standards, it may be debarred from participating in future tender/quotation exercises of the Government.

**35. Uniforms of Staff**

The Contractor shall ensure that all his Staff wears tidy and clean uniforms when performing the Services, and the design and material of which shall be approved by the Government Representative in advance. Any such uniforms shall be provided, maintained and replaced as necessary by the Contractor at his own costs and the uniforms shall bear in a conspicuous position the name of the Contractor's firm.

**36. Warranties and Representations**

- 36.1 The Contractor warrants, represents and undertakes that:
- (a) the Contractor and any permitted sub-contractors of the Contractor, their respective employees and agents must 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 must carry out the Services with all due diligence and in a timely, safe, proper, skillful and workmanlike manner;
  - (c) the Services must conform in all respects to the Service Specifications and conditions under the Contract;
  - (d) it must not employ any illegal workers or allow any unauthorised workers to carry out its obligations under the Contract;

- (e) the Contractor has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;
- (f) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
- (g) all authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect and the use of the Services by the Government will not contravene any applicable laws;
- (h) all information and documents supplied, and statements and representations from time to time made by or on behalf of the Contractor in or in relation to its Tender and the Contract are genuine, true, accurate and complete;
- (i) throughout the Contract Period, no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (j) throughout the Contract Period, it is not subject to any contractual obligation, or court judgment or ruling order or arbitration decision, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (k) throughout the Contract Period, no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, liquidator, manager or similar office in relation to any of the Contractor's assets or revenue;
- (l) it owns, has obtained and is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and
- (m) throughout the Contract Period, it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.



- 36.2 The warranties, representations and undertakings, expressed or implied, contained in this Clause and other provisions of the Contract (collectively, "Warranties" and each, a "Warranty") are true without limitation in time.
- 36.3 Each of the Warranties is separate and independent and without prejudice to any other Warranty, and is not limited by reference to or inference from any other Warranty or any other provision of the Contract.
- 36.4 Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Cap. 457) apply to bind the Contractor and the Government respectively.

**37. Variations**

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract will be valid unless made by an instrument in writing and duly signed by the Contractor and the Government.

**38. Government Premises**

- 38.1 The Contractor must 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.
- 38.2 Without prejudice to Clause 38.1, the Government Representative may at its sole discretion provide to the Contractor storage space, in form of storage sheds or other types of premises, free of charge in the Contract Venue for storage of equipment and materials provided by the Contractor if such space is available.
- 38.3 The storage space is provided to the Contractor, the Contractor's Employees or agents solely for the purpose of facilitating the Contractor's performance of this Contract during the Contract Period. Such permission must cease at the end or sooner termination of the Contract, or at such earlier time as may be specified by the Government Representative by fourteen (14) days' notice in writing to the Contractor.
- 38.4 The Contractor must not use any space provided to it for conducting any fee-charging activities, without the prior written consent of the Government Representative. The Government Representative reserves its right to terminate the Contract if any fee-charging activities are conducted by the Contractor without prior written consent of the Government Representative and the Contractor is not entitled to claim any compensation.

- 38.5 Nothing in this Contract must create a tenancy or licence of whatsoever nature in favour of the Contractor and the Contractor Personnel or agent and that no such tenancy or licence has or must come into being and the Government retains the right to enter and use the storage space at any time without the need to obtain the consent of the Contractor.
- 38.6 The Contractor must keep the said storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate. The storage space can neither be used for storage of plant debris nor dangerous goods unless exempted under the Dangerous Goods (General) Regulations (Cap. 295B). The Contractor must not erect or install any fixtures or fittings at the storage space except with the Government's prior written consent.
- 38.7 The Contractor undertakes at the expiry or sooner termination of the Contract to remove at its own expense within such time as specified by the Government Representative all fixtures or fittings erected in the Contract Venue by the Contractor and to make good any damages to the Government's properties which are caused by such removal. If the Contractor fails to do so, the Government must be entitled to remove and dispose of any properties, chattels, fixtures or fittings left in the Contract Venue in any manner as deemed appropriate by the Government Representative (including sale and abandonment) without incurring any liability by the Government towards the Contractor (including the payment of any compensation to the Contractor). All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of this Clause must be recoverable as a debt due from the Contractor.
- 38.8 The safety of any facilities, tools, materials, equipment, vehicles and other vessels used by the Contractor and brought alongside or onto Government premises must be the responsibility of the Contractor who must indemnify the Government in respect of any losses or damages to any Government premises caused by such facilities, tools, materials, equipment, vehicles and other vessels.
- 38.9 In the provision of the Services, the Contractor may be required to use machines and equipment, such as tracked trolley, to be provided by the Government. The Contractor must ensure that only properly trained, qualified and licensed Staff can operate such machines and equipment and must provide safety measures to the Staff during operation. Upon request, the Contractor must present documentary proof of the said qualification of the Staff, such as certificates or licences, to the satisfaction of the Government Representative prior to commencement of the Services.

**39. Water Supply**

- 39.1 The Contractor, if so permitted by the Government Representative, may use water supplies which may be available at the Contract Venue to perform the Services provided that the Government may at its sole discretion to charge the Contractor for water consumed by the Contractor from such available supplies at the rate to be determined solely by the Government. If water supplies are not available at the

Contract Venue or permission to use available supplies is not granted, the Contractor must at its own expense obtain water supplies for performing the Services and pay all fees and charges in connection therewith. The Contractor must not install any piping or water supplies fittings, or carry out any other waterworks (be they permanent or temporary) without the prior written approval of the Government Representative. If approved by the Government Representative, the installations (be it permanent or temporary) must be carried out by qualified person registered under the Waterworks Ordinance (Cap. 102). The Contractor must be responsible for maintaining, repairing and removing such installation at its own expense should the Government Representative so direct. The ownership of any such installations must be vested in the Government if it deems necessary upon the termination of the Contract free of any costs or charges.

- 39.2 The water source of the Contract Venue comprises water points at various locations of the Contract Venue and rainfall.
- 39.3 The Contractor must ensure that all Contractor's Employees, sub-contractor and agents exercise their utmost care in the use of water supplies to avoid wastage and damage to Government property.
- 39.4 Permission to use the said water supplies must cease at the end or sooner termination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.
- 39.5 Wrongful use of water supplied by the Government must entitle the Government Representative to revoke the permission granted under Clause 39.1 above. Where such permission is revoked under this Clause, the Contractor must at its own expense procure water for the Services.
- 39.6 Wrongful use of water supplied by the Government hereunder must be a breach of a fundamental term entitling the Government to terminate the Contract under Clause 21 above.

#### **40. Electricity Supply**

- 40.1 The Contractor, if so permitted by the Government Representative, may consume electricity for lighting, power and testing installations from supply points which may be available at the Contract Venue to perform the Services provided that the Government may at its sole discretion to charge the Contractor for any electricity consumed by the Contractor from such available supply points at the rate to be determined solely by the Government. If electricity supply points are not available, or permission to use available supply points is not granted, the Contractor must at its own expense provide its own source of supply of all electricity needed and pay all fees and charges in connection therewith. The Contractor must not install any wiring and lighting fittings, or other electrical works (be they permanent or temporary) without the prior written approval of the Government Representative. If approved by the Government Representative, the installations (be it permanent or temporary) must be carried out by

qualified person registered under the Electricity (Registration) Regulations (Cap. 406). The Contractor must be responsible for maintaining, repairing and removing such installation at its own expense, should the Government Representative so direct. The ownership of any such installations must be vested in the Government if it deems necessary upon the termination of the Contract free of any costs or charges.

- 40.2 The Contractor must ensure that all its employees, sub-contractor and agents exercise their utmost care in the use of electricity supplies to avoid wastage and damage to Government property.
- 40.3 Permission to use the said electricity supplies must cease at the end or sooner termination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.
- 40.4 Wrongful use of electricity supplied by the Government must entitle the Government Representative to revoke the permission granted under Clause 40.1 above. Where such permission is revoked under this Clause, the Contractor must at its own expense procure power source for the Services.
- 40.5 Wrongful use of electricity supplied by the Government hereunder must be a breach of a fundamental term entitling the Government to terminate the Contract under Clause 21 above.

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

- 41.1 The Contractor must during the Contract Period provide, install and maintain in good working order at its own expense all equipment, materials and tools for its Staff, including but not limited to those mentioned in the Service Specifications and Execution Plan for the safe, proper and efficient performance of the Services. All equipment, materials and tools must be clean, safe, of good working condition, free of excessive noise, odour or emission, and properly maintained. All equipment, materials and tools must be available for inspection and trial use by the Government Representative at any time and in such manner as the Government Representative may specify.
- 41.2 If the Government Representative is of the opinion that the equipment is inadequate or obsolete, the Contractor must repair or replace the equipment within a reasonable time, or the Government Representative may effect such repair or replacement and deduct any amount as paid by the Government Representative from any money due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- 41.3 All equipment, materials and tools used in the performance of the Services must be properly stored in locations assigned by the Government Representative after use so that they will not be unsightly or cause obstruction to the visitors of the Contract Venue or affect the wildlife.

- 41.4 The Government must not be liable for any loss of or damage howsoever caused to such equipment, materials, tools or vehicles used by the Contractor and brought alongside or into the Contract Venue or any part thereof as the case may be.
- 41.5 All fertilisers and chemicals used by the Contractor must be ecologically friendly. The Contractor must not use any chemical of corrosive or harmful nature which may cause any personal injury, injury to wildlife or property damage to the LVNP.
- 41.6 The Contractor must not use any electrical equipment in such manner that will overload the fuses in the Contract Venue. Particular attention must be given to the maintenance of equipment in order that it does not run below rated speed and draw excessive electricity current. Double adaptors will not be permitted.
- 41.7 The Contractor must not introduce any exotic species to the Contract Venue without prior written approval from the Government Representative or otherwise as specified in the Service Specifications.
- 41.8 The Contractor must ensure that all its Staff, agents and sub-contractors exercise their utmost care to avoid contamination to the farmland and water bodies with chemicals or other agents during performance of the Services.
- 41.9 The Contractor must provide and display at its own expense warning signs and cordon off the area as appropriate, including but not limited to those bearing the words “Landscape Maintenance in Progress (園境保養進行中)”, in connection with the performance of the Services. The Contractor must take all associated safety measures to ensure the prevention of damage to Government property or property from any persons and injury to any persons.

#### **42. Probity**

- 42.1 The Contractor acknowledges it has been reminded that:
  - (a) dishonesty, theft and corruption on its part or that of its officers, employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Cap. 201), sections 17, 18D and 19 of the Theft Ordinance (Cap. 210) and section 161 of the Crimes Ordinance (Cap. 200);
  - (b) the soliciting or accepting or offering any form of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted.
- 42.2 The Contractor must inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting or offering any form of advantages (as defined in the Prevention of Bribery Ordinance (Cap. 201)) is not permitted. The Contractor must also caution its officers, employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to this Contract.

- 42.3 The Government may terminate the Contract immediately if the Contractor or any of its officers, employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201), the Theft Ordinance (Cap. 210) or the Crimes Ordinance (Cap. 200).
- 42.4 The Contractor must within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any) and the Contractor's Employees from soliciting or accepting or offering any form of advantages in discharging his duties under the Contract. It must ensure that its sub-contractor (if any) and Contractor's Employees are well aware of the prohibited acts explicitly stated in Clause 42.2 and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the Contractor's Employees.
- 42.5 The Contractor must inform its officers, employees (whether permanent or temporary), agents and sub-contractors to avoid and declare any actual or perceived conflict of interest when performing the Services.

**43. Disclosure of Information**

- 43.1 The Contractor hereby irrevocably authorises, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as the Government considers fit:
- (a) the Services provided or to be provided by the Contractor;
  - (b) the Estimated Contract Price, the Monthly Service Fees and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
  - (c) the price proposal submitted prior to the date of the Contract by the Contractor to the Government in relation to the Services; and
  - (d) the engagement by the Government of the Contractor under the Contract and the name and address of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract.
- 43.2 Disclosure may also be made by the Government under any of the circumstances specified in Clause 3.12(b) of the Terms of Tender in relation to any information concerning or relating to the Contractor or the Contract or the Services or the Materials, recorded in whatever media.
- 43.3 Nothing in this Clause 43 or in Clause 3.12(b) of the Terms of Tender shall imply or be construed that the Government owes any duty of confidentiality to the Contractor including without limitation in relation to any information of or concerning this Contract

or the Contractor or the Services or the Materials.

**44. Retention of Records**

The Contractor must keep and maintain until seven (7) years after the expiry of the Contract, or such longer period as may be agreed by the parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor must afford the Government or its representative access to the records as may be requested by the Government.

**45. Assistance in Legal Proceedings**

45.1 If and whenever requested to do so by the Government Representative, the Contractor must provide to the Government all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Contractor's presence at the Government's premises. If requested by the Government, the Contractor must arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.

45.2 Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Contractor or in respect of the Contract, it must notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government Representative may require.

**46. Recovery of Sums Due**

Where the Contractor has incurred any liability to the Government, whether at law or in equity and whether such liability is liquidated or unliquidated, the Government may set off, whether by way of equitable set off or at common law the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from the Government to the Contractor under the Contract or any other contract made between the Government and the Contractor.

**47. 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 with a view to stamping out the same. The Contractor shall comply with any instructions issued by the Government regarding measures to be adopted to prevent or control diseases of any kind.

48. **United Nations Convention on Contracts for the International Sale of Goods not applicable**

The Parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

49. **Order of Precedence**

49.1 In the event of, and only to the extent of, any conflict or inconsistency amongst or between any provisions of the Contract, the following order of precedence must be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) the Conditions of Contract;
- (b) the Service Specifications;
- (c) the Terms of Tender;
- (d) the Interpretation;
- (e) the Contract Schedules;
- (f) other Tender Documents which forms part of the Contract; and
- (g) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

49.2 The Materials are items to be prepared and/or supplied by the Contractor pursuant to requirements of the Contract. They must form part of the Contract. Notwithstanding, unless the Parties agree in writing in the manner specified in Clause 37 of the Conditions of Contract, no Materials must seek to waive, alter, cancel or amend any provisions of any documents listed in Clause 49.1 above. No general approval of, or signature by, the Government of any such Material must be taken as agreement or approval of any such waiver, cancellation, alteration or amendment, unless the Government expressly acknowledges and agrees on a case-by-case basis to this effect. This must apply even if any such Material is signed or given approval after the constitution of the Contract.



**PART 3**  
**SERVICE SPECIFICATIONS**

**CONTENTS**

1. Contract Venue and Staffing Requirements
2. Details of the Services to be Provided
3. Deliverables
4. Environmental Protection

Annex 1 to the Service Specifications – Figures 1, 2, 3 and 4 and Table 1

Annex 2 to the Service Specifications – Guidance Note GN-1 (Environmental Protection)

### PART 3 SERVICE SPECIFICATIONS

#### 1. Contract Venue and Staffing Requirements

- 1.1 The Contractor shall provide landscape maintenance services at the Contract Venue of the Long Valley Nature Park (LVNP) in North District, New Territories, Hong Kong as shown in Figure 1 of Annex 1 to the Service Specifications.
- 1.2 The size of the Contract Venue is about 4.43 hectare in total located in the Agriculture Zone, Visitor Zone, the Long Valley Nature Centre and Lodging Facility of the LVNP (Figure 2 of Annex 1 to the Service Specifications). Details of the Contract Venue and the major features to be maintained are shown in Table 1 below.

**Table 1.** Locations, area size and major areas to be maintained under the Services.

Location	Area Size (hectare) to be maintained	Major areas to be maintained
Agriculture Zone	3.50	Field bunds and bund slopes, drainage ditches and existing trees
Visitor Zone	0.87	Landscaping areas, drainage ditches and existing trees
Long Valley Nature Centre (LVNC)	0.02	Planters of various amenity plants
Lodging Facility	0.04	Bamboo planters and pot plants
<b>Total</b>	<b>4.43</b>	

- 1.3 The Contractor shall deploy at least the minimum number of Staff as specified in Table 2 below to carry out the Services during 8:30 a.m. to 5:30 p.m. (including 60 minutes meal break) from Monday to Saturday excluding general holiday during the Contract Period. The Government reserves the right to adjust the exact working hours of the Staff whenever necessary without additional payment.

**Table 2.** Minimum number of Staff required during the Contract Period.

Period	Minimum Requirement of Staff on site
Throughout the Contract Period	1 Supervisor and 5 Workers
December 2024 – February 2025, May – October 2025, May – October 2026 and May – October 2027	1 additional Worker

- 1.4 The Contractor shall fulfill the following requirements in providing the Services:

- (a) The Contractor shall at all times during the Contract Period comply with and implement the Service Specifications subject to any further modifications stipulated by the Government from time to time.
- (b) For the avoidance of doubt, the Contractor shall provide the Services on each day excluding general holiday during the Contract Period, including under inclement weather conditions. If the Government Representative directs any Contractor's Employee to suspend performing his duties during the period when tropical cyclone signal No. 8 or above is hoisted or when black rainstorm warning is issued or when "extreme conditions" is announced by the Government, such Contractor's Employee shall resume duty within two hours after the lowering of tropical cyclone signal No. 8 or above, or after the black rainstorm warning or "extreme conditions" has been cancelled.
- (c) The Contractor shall decide the appropriate number of Staff that should be deployed to provide the Services as required, but not less than the minimum number of manpower specified in Table 2 above.
- (d) The Contractor shall provide any other information and documentation as may be requested by the Government Representative relating to the provision of the Services.
- (e) The Contractor shall provide the Supervisor with a mobile phone at its own expense, and shall provide the Government Representative with the number of such mobile phone immediately on the commencement of the Contract Period to ensure that the Government Representative can effectively contact the Supervisor at all times during the Contract Period.
- (f) The Contractor shall ensure that all its Staff shall be properly trained, competent and efficient in carrying out the Services.
- (g) Due to seasonal changes, typhoons, inclement weather and special events, the amount of vegetation maintenance work may fluctuate. The Contractor shall make necessary allowance and provide adequate resources to cope with the increased workload. The Contractor shall not be entitled to any additional payment in respect of these services.
- (h) The Contractor shall collect all waste and unwanted materials generated during the performance of the Services, or any waste and unwanted materials found within the Contract Venue. The Contractor shall remove and dispose of all wastes and unwanted materials, except those recyclables collected, immediately after the performance of the Services each day.

**1.5 The Supervisor deployed by the Contractor shall:**

- (a) Give proper training, supervision and guidance to the Worker in performing the Services;

- (b) Act and respond promptly to any instructions given or queries made by the Government Representative;
- (c) Be contactable by mobile phone at all times during the Contract Period;
- (d) Possess strong communication skills; and
- (e) Upon request of the Government Representative, accompany the Government Representative to the locations specified by the Government Representative to inspect the performance of the Services.

1.6 The Worker deployed by the Contractor shall:

- (a) Act and respond promptly to any instructions given by the Supervisor in carrying out the Services; and
- (b) Upon request of the Government Representative, provide the Services as required under the supervision of the Supervisor.

## **2. Details of the Services to be Provided**

2.1 The Services cover vegetation maintenance, horticultural and tree maintenance, and associated maintenance works at different locations in the Contract Venue. Photos showing major areas in the Contract Venue are shown in Figure 3 of Annex 1 to the Service Specifications. Details of vegetation maintenance, horticultural and tree maintenance, and associated maintenance works are provided in ensuing paragraphs.

### **2.2 Vegetation Maintenance**

#### **2.2.1 Grass Cutting**

- (a) The Contractor shall cut and / or remove grass, weeds and undesirable plants on field bunds and bund slopes within the Contract Venue whenever necessary, or as instructed by the Government Representative.
- (b) The Contractor shall carry out grass-cutting services properly according to the standards described below or the instructions that may be given by the Government Representative from time to time.
- (c) The Contractor shall cut grasses within the Contract Venue by use of grass trimmer. All grass cutting machines used shall be installed with suitable protective guards of approved materials to eliminate splinters and flung-off objects. Before commencing grass-cutting services, the Contractor shall manually remove all weeds and undesirable plants growing in the grassed areas. The Contractor shall inspect the grassed area and remove all visible loose objects such as stones, pieces of metal, wood and broken bricks, nails, and any other materials that may be struck and flung off by its grass trimmer. Such items shall not be heaped on site, but shall be immediately placed in containers

approved by the Government Representative and properly disposed of after the grass-cutting services.

- (d) In the Agriculture Zone and Visitor Zone, all grasses shall be cut to a height of less than 50 mm from the surface of the ground by use of grass trimmer.
- (e) In order to prevent the cut grasses from being scattered into adjoining fields during grass cutting, the Contractor shall use a barrier and / or other appropriate equipment as approved by the Government Representative.
- (f) The Contractor shall re-instate any soil removed or disturbed during grass cutting, and maintain the structural condition of earth bunds as instructed by the Government Representative to ensure the bunds are in good condition.
- (g) In the LVNC and Lodging Facility, all grass shall be cut as short as possible following the general contours of the ground surface. The stalk or blade of grass after each cutting shall not stand higher than 25 mm above the ground level.
- (h) The edges of all ditches, road kerbs and footpaths shall be trimmed of overgrown grass and weeds growing thereat removed to present a neat and tidy appearance.
- (i) Care shall be taken not to damage the plants, installation, furniture and structure nearby. The Contractor shall be held responsible for any damage to and recovery of the damaged area.
- (j) The Contractor shall be responsible to take every safety precaution to eliminate danger to its Worker, the general public and property of others when performing the Services. The Contractor shall at all times ensure that its Workers wears protective gears as appropriate whenever they are operating any tools and equipment for performing the Services. Warning signs shall be put up to keep the public away from the area of service, if necessary.
- (k) All cut grasses shall be removed and packed up as soon as possible to keep the walkway clean and clear.
- (l) The Contractor shall dispose of all cut materials and refuses from the Contract Venue properly by the end of the day after performing the Services.

#### **2.2.2 Removal of Unwanted Vegetation**

- (a) Where use of grass trimmer is not appropriate, the Contractor shall manually remove any unwanted vegetation, as identified by the Government Representative, from the Contract Venue by hand-picking, grubbing or by use of handheld non-power-driven tools.
- (b) Any invasive vegetation growing within the Contract Venue, as identified by the Government Representative, shall be properly removed as a matter of priority.

- (c) The Contractor shall remove Mikania (*Mikania micrantha*) or any other invasive plants found within the Contract Venue, as identified by the Government Representative, by physical means with hand tools. The stem of Mikania or invasive plants shall be cut off as close to the ground as possible and removed the aerial part. For those Mikania or other invasive plants which hang on trees, the aerial part shall be cleared up to about 3 m from the ground.
- (d) The Contractor shall re-instate any soil removed or disturbed during manual removal of unwanted vegetation.
- (e) All unwanted vegetation shall be removed and packed up as soon as possible to keep the Contract Venue clean and clear.
- (f) The Contractor shall dispose of all unwanted vegetation from the Contract Venue properly by the end of the day after performing the Services.

## **2.3 Horticultural and Tree Maintenance**

### **2.3.1 Watering**

- (a) The Contractor shall water the landscaping areas, planters and pot plants within the Contract Venue on a daily basis using the water points (Figure 4 of Annex 1 to the Service Specifications) or irrigation system provided by the Government to ensure the survival and satisfactory growth of the plants. The plant list of the landscaping areas, planters and pot plants are provided in Table 1 of Annex 1 to the Service Specifications.
- (b) The Contractor shall carry out daily watering to moisten the soil to a depth between 100 mm and 150 mm, except the allowance for rainfall or saturated soil surface water at the Contract Venue as directed by the Government Representative.
- (c) The Contractor shall, as directed by the Government Representative, install the irrigation system, including but not limited to pipes, hoses, drip heads, sprinklers and pumps provided by the Government, at any locations inside the Contract Venue to perform the watering operation.
- (d) The Contractor shall ensure proper use of water points and irrigation system whenever provided. When the irrigation system is in use, the Contractor shall inspect the landscaping areas at least twice a day to ensure the proper operation of the system. The Contractor shall check if there are broken pipes and hoses, missing sprinklers, and any leaks in the irrigation system to ensure that the irrigation system function properly. The Contractor shall report immediately to the Government Representative for any malfunctioning of the system.
- (e) The Contractor shall ensure all water points be securely locked after watering operation.

- (f) The Contractor may be permitted to use water from the water points or, with the prior consent of the Government Representative, pump water from designated locations inside the Contract Venue for watering. This permission may be withdrawn at the discretion of the Government Representative without prior notice to the Contractor.
- (g) If for whatever reason the irrigation system in part or in whole is not available for use, the Contractor shall water the landscaping areas, planters and pot plants using equipment approved by the Government Representative at its own expenses.
- (h) For areas without water points or not covered by the irrigation system, the Contractor shall bring in its water wagon, or other equipment approved by the Government Representative, at its own cost to perform the watering duty.
- (i) The Contractor shall check the weather and the soil condition before watering. The Contractor shall also check the water pressure and spray pattern of the irrigation system to ensure optimal water supply to the vegetation.
- (j) The Contractor shall pay special attention to areas that are too dry or too wet and adjust the watering operation when necessary.

#### **2.3.2 Fertilisation**

- (a) The Contractor shall, at its own cost, be responsible for the supply and application of fertiliser to the landscaping areas, planters and pot plants within the Contract Venue as and when required or upon the instruction of the Government Representative.
- (b) The Contractor shall, as far as practicable, use organic fertiliser which comply with the latest version of the Organic Production, Aquaculture and Processing Standard (IFOAM Accredited Version) published by the Hong Kong Organic Resource Centre Certification Limited (HKORCCL) or otherwise be approved by the Government Representative.
- (c) The fertiliser adopted should be stable, consistent and free of odour, and shall be supplied in sealed waterproof bags and stored off the ground and away from water and direct sunlight.
- (d) In case inorganic fertiliser has to be used, they shall be complete fertiliser with the N-P-K ratio of 12-12-17.
- (e) The Contractor shall follow the manufacturer's recommendations in terms of the rates and methods of applying the fertiliser.
- (f) Unless otherwise specified by the Government Representative, the frequency of applying fertiliser to plants shall be twice a year. In general, the Contractor shall apply fertiliser during the growing season between March and July, and just before the dormant season between September and November at the Contract

Venue.

- (g) Before application, written details of the type and amount of fertiliser to be used shall be submitted to the Government Representative for approval at least two (2) weeks before its application.
- (h) The Contractor shall keep a detailed record of fertiliser used, including but not limited to name of the fertiliser, its formulation, its amount applied, time and location of application, the particulars of the applicator, after each application, and shall provide a monthly return to the Government Representative within seven (7) calendar days after the end of each month. The Contractor shall keep all purchasing invoices and packing of fertilisers for the inspection by the Government Representative from time to time.
- (i) No fertiliser shall be applied to water bodies unless instructed and approved by the Government Representative, and extra care should be taken when applying fertiliser near water bodies.

#### **2.3.3 Vegetation Planting, Clearing and Transplanting**

- (a) The Contractor shall, upon directed by the Government Representative, plant and / or transplant any form of vegetation such as herbs, shrubs and trees provided by the Government at any locations within the Contract Venue.
- (b) The Contractor shall, upon directed by the Government Representative, remove any plant material cleared from such operations.
- (c) The Contractor shall, upon the instruction of the Government Representative, be responsible for the excavation of pit, transportation of plant, placing the plant in the pit to the correct line and level, backfilling of soil and supplying and securing the plant with stake and / or tie whenever necessary.
- (d) The Contractor shall, at its own cost, be responsible for providing and installing protective materials such as bamboo sticks, fences, nets, mesh bags or other materials agreed by the Government Representative for the favourable growth of plants within the Contract Venue.
- (e) Should any tree stakes or tree ties be installed, the Contractor shall be responsible for the security of tree stakes and tree ties in the Contract Venue throughout the Contract Period. The Contractor shall pay particular attention in this regard before and after inclement weather. The Contractor shall inspect the tree stakes and tree ties in the Contract Venue once per month during the Contract period and replace, at its own cost, all broken, damaged or otherwise unsatisfactory tree stakes and tree ties. Any tree ties which are causing chafing or abrasion of the plant shall be adjusted immediately.

#### **2.3.4 Pruning**

- (a) The Contractor shall conduct pruning to the shrubs, bamboos and newly



established trees in the landscaping areas and planters within the Contract Venue to encourage new growth, to maintain grove density for sufficient light penetration, to control grove appearance, to eliminate dead, diseased and damaged branches and to abate disturbance to the public. Neat and tidy cutting shall be maintained at all pruning operations.

- (b) Unless otherwise directed by the Government Representative, the Contractor shall carry out light pruning with a view to maintaining natural shape, balanced crown and generally not exceeding 1 m in height from the ground for shrubs. No more than twenty-five percent (25%) of the live crown shall be removed during each pruning operation. For those plants growing along walkways, the Contractor shall carry out pruning to avoid bamboo stems, branches of shrubs and trees from protruding out of the perpendicular line arising from the edge of the walkway.
- (c) The Contractor shall not prune when plants are about to flower and during flowering. Pruning shall be carried out after the flowers are beginning to wilt.
- (d) The Contractor's Employee shall be equipped with appropriate and adequate machinery and safety equipment. These machinery and safety equipment shall be provided to the Contractor's Employee at the Contractor's own cost and their use shall be approved by the Government Representative. The Contractor shall use and keep the tools clean and sharp at all times.
- (e) The Contractor shall prune and remove branches at the appropriate time of the year depending on the species or at such time instructed by the Government Representative using appropriate, sharp and clean implements.
- (f) The Contractor shall remove and dispose all pruned plant parts from the Contract Venue properly by the end of the day after performing the Services.
- (g) The Contractor shall ensure that pruning operation will not cause damage to any nearby planting or structure. Safety measures must be taken to ensure the safety of the public. Warning signs shall be put up to keep public away from the area of work.

#### **2.3.5 Works on Existing Trees**

- (a) The Contractor shall be responsible for felling and removing dead, fallen and dangerous trees, as determined by the Government Representative, of size equal to or above 95 mm diameter at breast height (DBH), and below or equal to 150 mm DBH. There are approximately 45 nos. of trees within the Contract Venue with DBH equal to or above 95 mm and below or equal to 150 mm.
- (b) Upon the instruction by the Government Representative, the Contractor shall carry out urgent tree works for safety concern, including but not limited to removal of broken, hanging and dead branches of trees of any size within the Contract Venue.

### 2.3.6 Mulching

- (a) The Contractor shall apply mulch to the landscaping areas and planters of the Contract Venue to prevent soil erosion and weed growth.
- (b) The Contractor shall supply mulch at its own cost and apply mulch to each of the landscaping areas and planters with a depth of mulch of 50 mm unless otherwise specified by the Government Representative.
- (c) Mulch shall be a mixture of shredded bark and wood chips. The mulch supplied shall be free from impurities and contain no substance injurious to plants.

### 2.3.7 Replacement Planting

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

### 2.3.8 Plant Label Fixing and Cleaning

- (a) The Contractor shall conduct daily inspection of all plant labels installed inside the Contract Venue and be responsible for their proper fixing and cleanliness.

## 2.4 Associated Maintenance Works

### 2.4.1 Maintenance of Field Bund and Bund Slope

- (a) The Contractor shall carry out inspection to all field bunds and bund slopes within the Contract Venue at least once a week. All rocks, refuses and other obstacles in or on the bund or slope surfaces shall be removed. If a bund or bund slope is damaged, including but not limited to soil erosion, uneven surface, tyre mark, or leakage of water through a bund or bund slope, the Contractor shall repair it within five (5) working days of observing the damage or within a timeframe as being instructed by the Government Representative. No external soil / mud shall be used unless supported by Laboratory Report on its content at Contractor's own expense and approved by the Government Representative.
- (b) Within the Contract Venue, there are graveled earth bunds with bund surfaces covered by a layer of compacted soil mixed with 10 mm size gravels for enhanced durability. The Contractor shall repair the damaged bunds with the same material as its existing state and compact the bund surface with suitable equipment.

- (c) Whenever necessary, the Contractor shall plant climbers, ground covers or shrubs along field bunds or bund slopes within the Contract Venue as and when instructed by the Government Representative. The Government shall supply the Contractor with seedlings of the plants where appropriate, while the Contractor shall be responsible for planting and subsequent maintenance of the plants.

#### **2.4.2 Maintenance of drainage ditches, drainage pipes, catchpits and irrigation channel**

- (a) The Contractor shall maintain the flow of all drainage ditches, be it earth or concrete, drainage pipes and irrigation channel within the Contract Venue.
- (b) The Contractor shall carry out vegetation control, removal of obstacles, and clearance of deposited mud blocking the drainage ditches, drainage pipes and irrigation channel within the Contract Venue whenever necessary or as instructed by the Government Representative.
- (c) The Contractor shall remove all unwanted algae or planktonic plants in the water features as directed by the Government Representative.
- (d) The Contractor must also maintain the structural profile of the drainage ditches, including the bottom of the ditches and adjoining bund slopes, such that the ditches could serve the drainage purpose.
- (e) The Contractor shall install and / or remove drainage pipes at location(s) as directed by the Government Representatives.
- (f) The Contractor shall, upon directed by the Government Representatives, supply, deploy and / or remove sandbags at any location within the Contract Venue.
- (g) The bund slopes of certain drainage ditches within the Contract Venue are reinforced with concrete panels and angle bars. The Contractor shall fix displacement of concrete panels and replace damaged concrete panels and angle bars when necessary or as instructed by the Government Representative. The Government shall provide the replacement materials if so required.
- (h) The Contractor shall carry out clearance of deposited mud in catchpits as directed by the Government Representative.

#### **2.4.3 Collection and Disposal of Refuse**

- (a) Unless otherwise instructed by the Government Representative, the Contractor shall remove all refuse from the Contract Venue, and deliver the refuse, except for recyclables, to proper refuse collection point by the end of each day after performing the Services. "Refuse" in this Contract includes but is not limited to the following –
  - any unwanted plant materials;
  - any unwanted earth, dirt, soil, dust, ashes mud, clay, sand, stones or paper;
  - any glass, china, earthen ware or tin;

- any brick, plaster, cement, concrete mortar, wood, timber, sawdust, plastic, pruned branches, detached branches, fallen leaves, grass clippings, construction materials, or excavated materials;
  - any rubbish or debris;
  - any animal carcass, filth, manure, dung, external matter and any other offensive, noxious or obnoxious matter or liquid;
  - bulky items of junk and any other articles abandoned; and
  - any artefacts likely to constitute a nuisance.
- (b) All unwanted refuse shall be packed in plastic bags before transporting. The Contractor shall provide plastic bags and containers, and transport the refuse collected to refuse collection station at its own cost.
- (c) The Contractor shall strictly prohibit its Staff from sweeping or dumping any refuse onto adjoining fields, pavement, channels or ditches, or other areas or sites at which refuse dumping is not allowed.
- (d) The Contractor shall not burn any plant debris and unwanted plant materials.

#### 2.4.4 Pest Control

- (a) The Contractor shall prevent and eradicate the infestation and infection of pests within the Contract Venue.
- (b) Apple snail (*Pomacea canaliculata*) is commonly found in the Contract Venue. The Contractor shall control apple snail within the Contract Venue. In case apple snail is found, the Contractor shall take appropriate physical control as the first measure. If chemical control is necessary and unavoidable, the chemical(s) applied must be non-toxic to human and ecologically friendly. Approval shall be sought from the Government Representative on the proper control method.
- (c) Red imported fire ant (*Solenopsis invicta*) is also commonly found in the Contract Venue. The Contractor shall take appropriate actions to control red imported fire ant within the Contract Venue by chemical means. Should any chemical(s) be applied, the chemical(s) must be non-toxic to human and ecologically friendly. Approval shall be sought from the Government Representative on the proper control method.
- (d) Should chemical control be carried out, the Contractor shall check the site and the prevailing weather condition to determine if it is safe to conduct the operation. The Contractor shall ensure that the site is suitably cordoned off and that warning notice is displayed to keep off people when chemical is applied. The Contractor shall also display a warning notice at the site indicating that pest control chemical has been applied after the operation.
- (e) The Contractor shall ensure that its Workers wear proper personal protective gears throughout the action of control as necessary.

- (f) Full records of the control of apple snails and red imported fire ants shall be maintained at all times. Detailed records of each operation should be made and submitted to the Government Representative for record purposes.

#### 2.4.5 Site Inspection

- (a) The Contractor shall regularly inspect the Contract Venue to ensure that the areas are kept clean and tidy, and that all planting and landscape features are in good standard of maintenance.
- (b) The Contractor shall conduct inspection of the Contract Venue before and immediately after inclement weather such as typhoon, strong monsoon or heavy rain and shall take such precautionary measures as required by the Government Representative. The Contractor shall report the damage to the Government Representative and take remedial actions immediately after inclement weather.

#### 2.4.6 Remedial Works after Inclement Weather

- (a) The Contractor shall report to the Government Representative any damage found within the Contract Venue within twenty-four (24) hours after the lowering of Typhoon Signal No. 8, or the lowering of Black Rainstorm Warning Signal, or “extreme conditions” ended or upon the discovery of damage howsoever caused.
- (b) The Contractor shall, at its own cost, be responsible for providing labour, tools and equipment required for remedial works as a result of damage from typhoon, black rainstorm or other inclement weather or from other causes including but not limited to vandalism and fire. Such remedial works shall include pruning of damaged or broken branches, sealing wounds, re-staking of leaning plants, clearing and removal of broken and cut branches from the site. All remedial operations shall be finished within three (3) working days from the day the damage was sustained.
- (c) If the Contractor is unable to finish the remedial works within the three-day period, the Contractor shall submit a schedule of remedial works with a proposed date of completion for the Government Representative’s approval.

### 3. **Deliverables**

- 3.1 The Contractor shall prepare the following deliverables, for comments / agreement / record by the Government Representative in accordance with the timeframe set out in Table 3 below. Detailed requirements of the deliverables are provided in the ensuing paragraphs.

**Table 3.** Deliverables and their timeframe of submission.

Item	Deliverable	Submission Deadline
1	Daily Attendance Record	No later than 9:30 a.m. on each working day
2	Monthly Attendance Summary	<ul style="list-style-type: none"> <li>● Within seven (7) calendar days after the end of each month; and</li> <li>● On the last day of the thirty-sixth (36<sup>th</sup>) month</li> </ul>
3	Daily Work Record	<ul style="list-style-type: none"> <li>● No later than 9:30 a.m. on the next working day, and</li> <li>● By 5:00 p.m. of the last working day of each month</li> </ul>
4	Records of Application of Fertiliser (as specified in Clause 2.3.2)	<ul style="list-style-type: none"> <li>● No later than 9:30 a.m. on the next working day after action, and</li> <li>● By 5:00 p.m. of the last working day in case the action finishes on the last working day of each month</li> </ul>
5	Records of pest control operation (as specified in Clause 2.4.4)	<ul style="list-style-type: none"> <li>● No later than 9:30 a.m. on the next working day after action, and</li> <li>● By 5:00 p.m. of the last working day in case the action finishes on the last working day of each month</li> </ul>

- 3.2 The Contractor shall submit to the Government Representative a Daily Attendance Record of its Staff on each working day not later than 9:30 a.m. showing in detail the number of Staff who are on duty together with their names, posts, hours on duty, arrival time and departure time of the previous day which information must 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 its absolute discretion. The record must also show the name of the Staff who is absent on that day and the replacement, if any.
- 3.3 The Contractor must submit a Monthly Attendance Summary within seven (7) calendar days after the end of each month, and on the last day of the thirty-sixth (36<sup>th</sup>) month, showing the number of Staff categorised by their job titles, the details of attendance, any absentees and replacements.
- 3.4 The Contractor shall report the daily work performed in the Contract Venue no later than 9:30 a.m. on the next working day, and by 5:00 p.m. of the last working day. The Contractor shall also report the condition of the Contract Venue and any irregularities found in the Contract Venue.
- 3.5 The Contractor shall report in case any fertiliser is applied to the Contract Venue no later than 9:30 a.m. on the next working day after action, and by 5:00 p.m. of the last working day of each month. The report shall include the quantity, active ingredient and nature of the fertiliser used as approved by the Government Representative.
- 3.6 The Contractor shall report in case any pesticide is used in the Contract Venue no

later than 9:30 a.m. on the next working day after action, and by 5:00 p.m. of the last working day of each month. The report shall include the quantity, active ingredient and nature of the pesticide used as approved by the Government Representative.

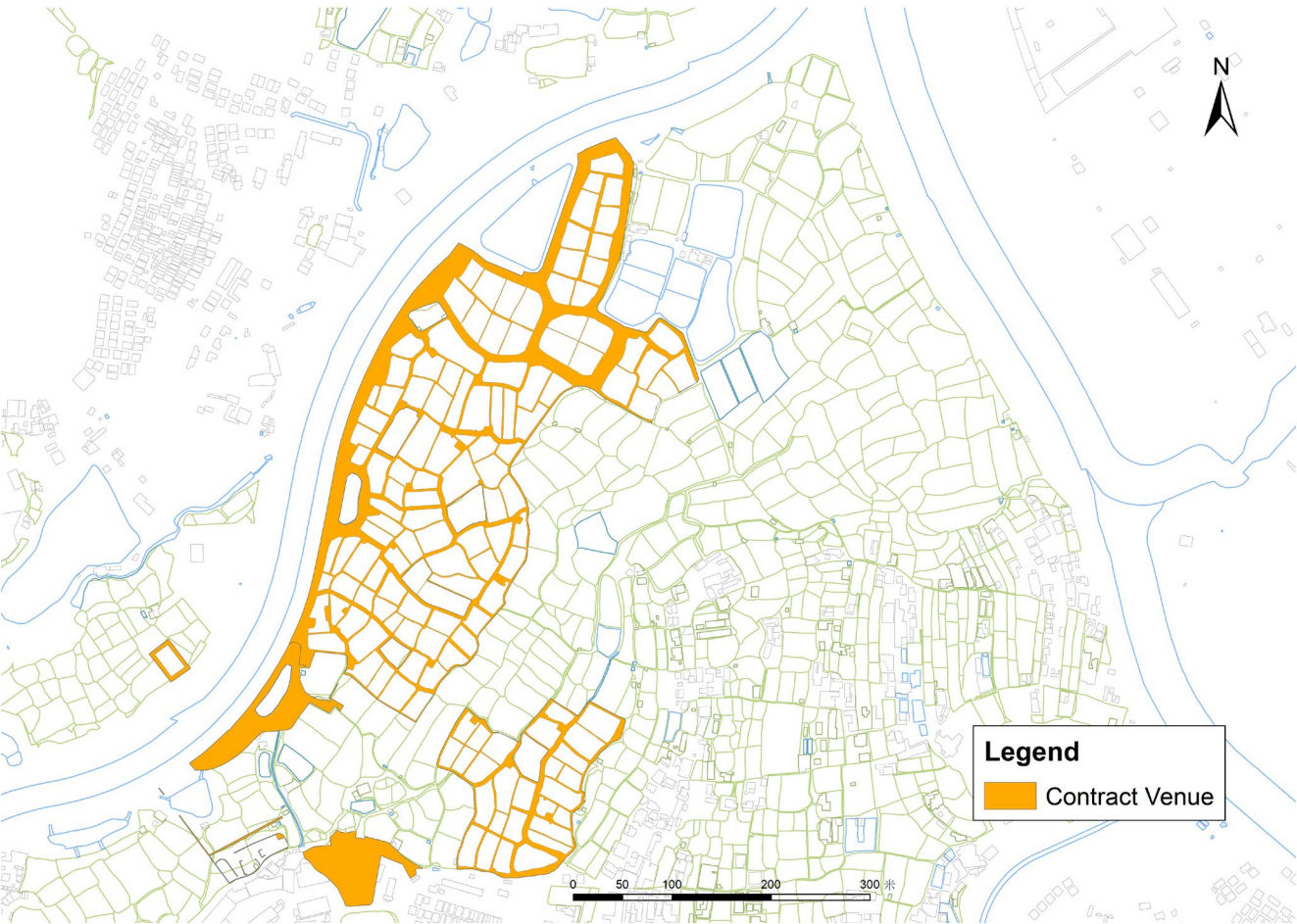
- 3.7 The Contractor shall design the forms of required under Clauses 3.2 to 3.6 above at least one (1) week prior to the commencement of the Contract Period for the approval of the Government Representative. The Government Representative may prescribe the form of the records required where necessary.
- 3.8 The Contractor shall provide any other information and documentation as may be requested by the Government Representative relating to the provision of the Services.
- 3.9 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.

#### **4. Environmental Protection**

The Contractor is encouraged to minimise the impact of their activities on the environment and to observe the general guidelines in Guidance Note GN-1 (Environmental Protection) at Annex 2 to the Service Specifications.

**Annex 1 to the Service Specifications**

**Figure 1 – Contract Venue**





**Figure 2 – Management Zones of the LVNP, Locations of the Long Valley Nature Centre, Lodging Facility, and Storage Space to be provided under the Services**

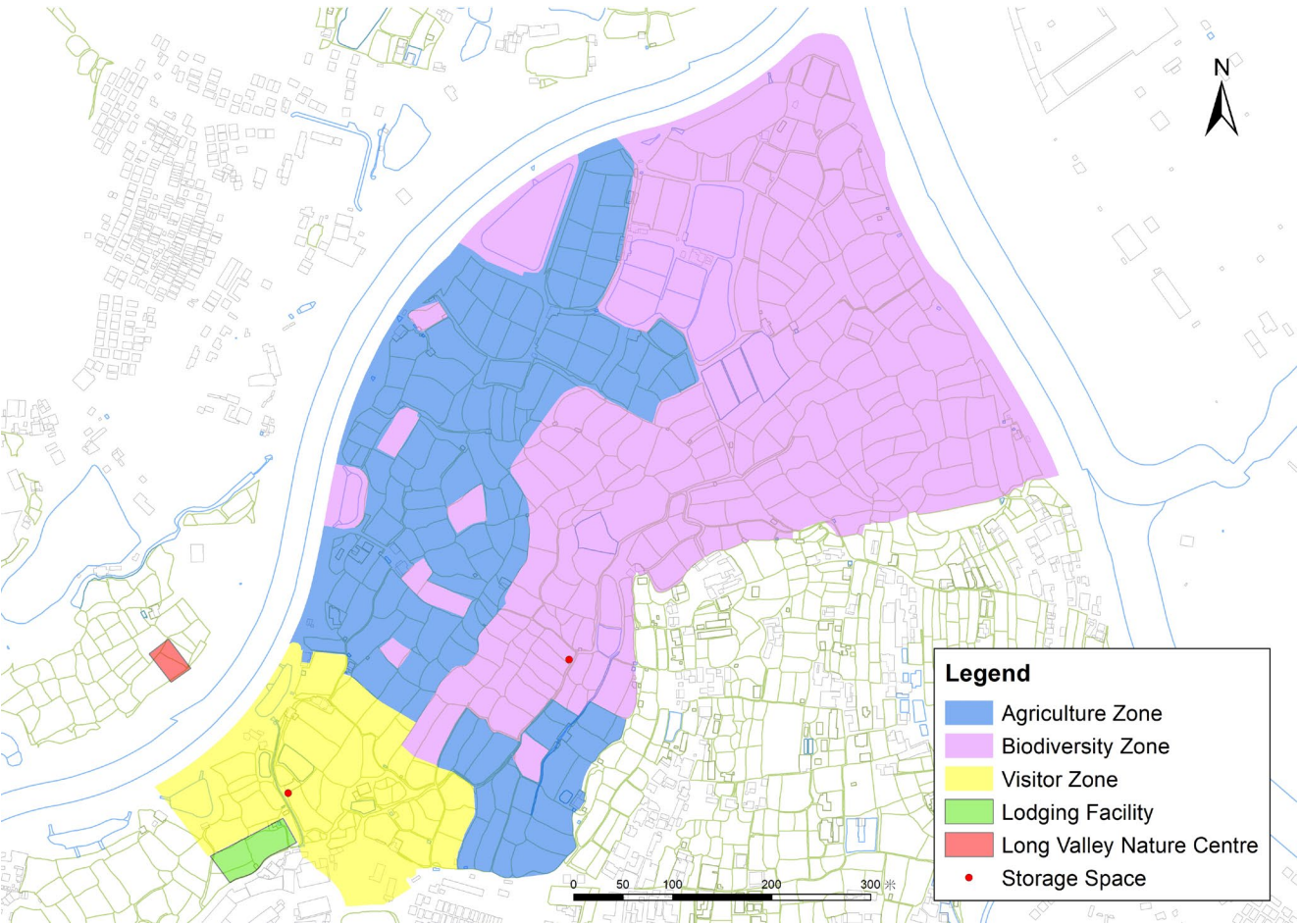





Figure 3 – Photographs of major areas to be maintained in the Contract Venue under the Services

Area	Photograph
Field Bund and Bund Slope	
Graveled Earth Bund	
Drainage Ditch	 <p>Ditch with soil bunds</p>




	 <p>Ditch reinforced with concrete panels</p>
Landscaping Areas in Visitor Zone	 
Bamboo planter in Lodging Facility	

Figure 4 – Locations of water points for watering operation

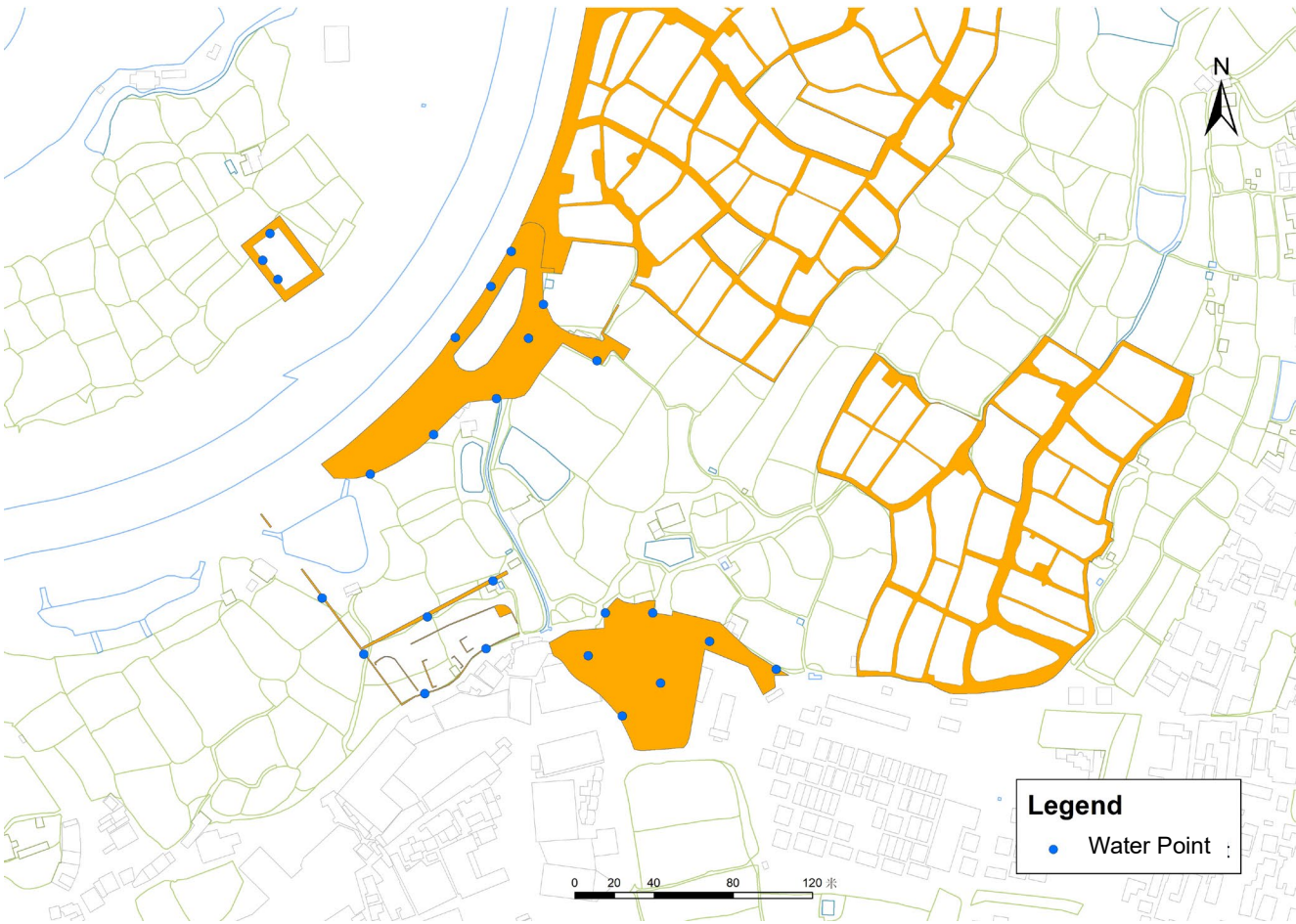


Table 1 – Plant list of landscaping areas and bamboo planters

Species	Chinese Name	Approximate Quantity (no.) / Area (sq. m)
<b>Tree</b>		
<i>Cinnamomum burmannii</i>	陰香	57 nos.
<i>Cleistocalyx nervosum</i>	水翁	3 nos.
<i>Ilex rotunda</i>	鐵冬青	15 nos.
<i>Pyrus calleryana</i>	豆梨	3 nos.
<i>Sterculia lanceolata</i>	假蘋婆	21 nos.
<i>Tabebuia pentaphylla</i>	紅花風鈴木	2 nos.
<i>Terminalia mantaly</i>	小葉欖仁	2 nos.
<b>Shrubs and herbaceous plants</b>		
<i>Asparagus cochinchinensis</i>	天門冬	155 sq. m
<i>Camellia kissii</i>	落瓣油茶	143 sq. m
<i>Camellia sinensis</i>	茶樹	108 sq. m
<i>Eranthemum pulchellum</i>	可愛花	174 sq. m
<i>Fortunella hindsii</i>	山橘	245 sq. m
<i>Gardenia jasminoides</i>	梔子花	945 sq. m
<i>Ixora chinensis</i>	龍船花	280 sq. m
<i>Lilium brownii</i>	野百合	36 sq. m
<i>Liriope spicata</i>	麥冬	125 sq. m
<i>Melastoma malabathricum</i>	野牡丹	474 sq. m
<i>Michelia figo</i>	含笑	162 sq. m
<i>Pennisetum alopecuroides</i>	狼尾草	335 sq. m
<i>Phyllostachys aurea</i>	羅漢竹	363 sq. m
<i>Polyspora axillaris</i>	大頭茶	61 sq. m
<i>Rhaphiolepis indica</i>	車輪梅	271 sq. m
<i>Rhodomyrtus tomentosa</i>	桃金娘	261 sq. m
<i>Ruellia coerulea</i>	蘭花草/翠蘆莉	737 sq. m

## **Annex 2 to the Service Specifications**

### **Guidance Note GN-1 (Environmental Protection)**

Contractors are encouraged to minimise the impact of their activities on the environment and to observe the following requirements in particular:

- Comply with all applicable legal and other requirements on environmental protection.
- Control the use of materials and resources (e.g. electricity, fuel, chemicals, paper, etc.) to minimise their consumption and unnecessary wastage. Use environment-friendly alternatives where possible during your daily operations.
- Store properly all materials/chemicals to prevent any spillage and leakage.
- Minimise the production of solid waste and chemical waste.
- Ensure all solid waste is properly handled, stored and disposed of in an efficient and sensitive manner to avoid any spillage and leakage. In particular, all chemical waste should be handled, stored and disposed of in accordance with the applicable legal requirements.
- Ensure proper and regular maintenance of all vehicles used for the purpose of conducting business, including controlling their noise and emissions.
- Minimise all air emissions and noise generation where practicable.
- Ensure all waste water is discharged in accordance with the applicable legal requirements.
- Reuse and recycle waste wherever possible.

**CONTRACT SCHEDULE 1**  
**Rates for the Provision of Services**

(To be inserted in the Envelope A)

**PART A – PRICE PROPOSAL AND BREAKDOWNS**

**Section 1 – Total Rate for the Services**

Description	Monthly Rate
<b>I.</b> Staff cost (including provision of personal accoutrements)	HK\$ _____ (A1)
<b>II.</b> Cost of tools and equipment, and supply of fertiliser and other materials	HK\$ _____ (A2)
<b>III.</b> Additional staff cost (including provision of personal accoutrements) (December 2024 – February 2025, May – October 2025, May – October 2026 and May – October 2027)	HK\$ _____ (A3)

Monthly Rate for the Services during March – April 2025, November 2025 – April 2026, November 2026 – April 2027 and November 2027 (A4) = (A1) + (A2)	HK\$ _____ (A4)
Monthly Rate for the Services during December 2024 – February 2025, May – October 2025, May – October 2026 and May – October 2027 (A5) = (A1) + (A2) + (A3)	HK\$ _____ (A5)
<b>Estimated Contract Price</b> (36 months) (A6) = (A4) x 15 + (A5) x 21	HK\$ _____ (A6)

Note: Price assessment set out in Annex B to the Terms of Tender will be conducted on the basis of the Estimated Contract Price quoted by the Tenderer in this Section.

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**Section 2 – Rates for the Provision of Additional Services on an “as-and-when-required” Basis**

Type of Staff	Monthly Charge (HK\$)	Hourly Charge (HK\$)
Supervisor		
Worker		

Note : The unit rate shall be used for calculation of an addition or reduction of the number of Staff to those specified in Clause 1.3 of the Service Specifications if and when required by the Government Representative in exercise of its powers under the Contract including Clause 2.11 of the Conditions of Contract or otherwise for the purposes of Clause 16 of the Conditions of Contract.

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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



**PART B – CONTRACT DEPOSIT REPLY SLIP**

In accordance with Clause 10 of the Terms of Tender,

I/We select to furnish the Contract Deposit by \*Cheque / Cashier's Order / Banker's Guarantee.

\* Delete whichever if not applicable.

**PART C – PAYMENT DISCOUNTS**

1. Tenderer is requested to indicate in the space provided below the discount which it would allow on the Monthly Rate if payment is made in full within:
  - (a) **14** working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: \_\_\_\_\_ % discount.
  - (b) **28** working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: \_\_\_\_\_ % discount.
2. Tenderer must insert the word 'NIL' in the space provided above if it does not offer any payment discount.

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**CONTRACT SCHEDULE 2**  
**Proposal of Monthly Wages and Maximum Working Hours**

**1. Wages**

[Please refer to Clause 5 of the Terms of Tender.]

I/We commit to pay each of the Worker and Supervisor the wages specified below:

<b>Staff</b>	<b>Committed Monthly Wages</b> (See Note below)
Worker	
Supervisor	

Note: The committed monthly wages offered by a Tender shall not be less than the SMW plus rest day paid rate, i.e. **HK\$9,920 per month** for all Staff, on the basis of 31 days (27 working days plus 4 paid rest days) in a month, 8 normal hours of work per day and current minimum hourly wage rate (**HK\$40**).

**2. Daily Maximum Net Working Hours**

[Please refer to Clause 10 of the Conditions of Contract.]

I/We commit that each of the Worker and Supervisor shall not be allowed to work more than the daily maximum net working hours as specified below:

<b>Staff</b>	<b>Committed daily maximum net working hours (excluding meal break) (see Note below)</b>
Worker	
Supervisor	

Note: The Government may at any time before the tender exercise is completed request the Tenderer to provide the missing information and it shall become binding on the Tenderer in accordance with Clause 10 of the Conditions of Contract if the Contract is subsequently awarded to this Tenderer.

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**CONTRACT SCHEDULE 3****Experience of Tenderer and Proposed Supervisor and Execution Plan**

Tenderers shall refer to the requirements on the Tenderer's experience and proposed Supervisor's experience set out in Annexes A and B of Terms of Tender.

**1. Experience of the Tenderer**

Please provide details of the Tenderer's experience in the provision of landscape maintenance services during the ten (10)-year period immediately preceding the Original Tender Closing Date, including details of the contracts/project it has performed (with client's name, contract period and size of landscaping area involved). Please provide documentary proof of the experience claimed (e.g. copy of contract, invoice etc.).

Experience in the Provision of Landscape Maintenance Services

<b>Details of Contract/ Project (with Client's name, if any)</b>	<b>Contract/ Project Period (DD/MM/YY)</b>
(Use separate sheets if required)	
<b>Total Relevant Years of Experience</b>	

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**2. Experience of the Proposed Supervisor**

Please provide details of the proposed Supervisor's full-time working experience at supervisory level in landscape maintenance services during the ten (10)-year period immediately preceding the Original Tender Closing Date, including details of the contracts that he has performed (with client's name, contract period and size of wetland habitats involved). Please provide documentary proof of the experience claimed (e.g. copy of contract, invoice etc.).

## Full-time Working Experience at Supervisory Level in Landscape Maintenance Services

<b>Details of Contract/ Project (with Client's name, if any)</b>	<b>Contract/ Project Period (DD/MM/YY)</b>
(Use separate sheets if required)	
<b>Total Relevant Years of Experience</b>	

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

### 3. Execution Plan of Tenderer

Tenderers shall refer to the requirements on the Execution Plan set out in Annex B to the Terms of Tender.

1.	Work Plan	Please attach
2.	Resource and Management Plan	Please attach
3.	Contingency Plan	Please attach
4.	Innovative Suggestions	Please attach

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**CONTRACT SCHEDULE 4**  
**Information and Status of Tenderer**

Please submit the following information (please attach separate sheets if space is insufficient):

1. Name of Tenderer : \_\_\_\_\_
2. Address of : \_\_\_\_\_  
Registered Office \_\_\_\_\_  
\_\_\_\_\_
3. Present Business : \_\_\_\_\_  
\_\_\_\_\_

4. Tenderer's Response to the Government's Enquiries

Please fill in the name, telephone and fax number of its contact person in case that clarification of its Tender is required under Clause 3.9(a) of the Terms of Tender.

Name of Tenderer  
in English (in Block Letters) : \_\_\_\_\_  
Name of Contact Person : \_\_\_\_\_  
Tel. No. : \_\_\_\_\_  
Fax No. : \_\_\_\_\_  
Authorised Signature & : \_\_\_\_\_  
Company Chop of Tenderer \_\_\_\_\_

5. Please attach a photocopy of the company's valid Business Registration Certificate (if any).

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

6. Number of Tenderer's employees currently engaged in providing services:

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7. Particulars of Company (e.g. year of establishment, shareholders, no. of workers employed, liability, annual turnover, etc.):

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8. I/We also certify that we have maintained a valid employees' compensation insurance policy with policy number \_\_\_\_\_, which expires on \_\_\_\_\_; and the name of the insurance company is \_\_\_\_\_.

9. Bank Account Details for Payment of the Services

Banker's Name	:	_____
Banker's Address	:	_____ _____ _____
Bank Account No.	:	_____
Authorised Signature & Company Chop	:	_____
Name of Person Authorised to Sign (in block letters)	:	_____
Name of Tenderer in English (in block letters)	:	_____

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

10. I/We confirm that none of the events as mentioned in Clauses 17.1(a) to 17.1(g) of the Terms of Tender has ever occurred.\*

I/We confirm that the following event(s) as mentioned in Clauses 17.1(a) to 17.1(g) of the Terms of Tender has occurred.\*

Note: \* Please delete whichever is not applicable.

Date	Details of the Event

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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



**CONTRACT SCHEDULE 5**  
**Statement of Convictions and Authorisation**

**PART A – DECLARATION**

A Tenderer hereby declares if the following person(s) has/have been convicted of the Relevant Offences (as defined in Clause 1.1 of Annex A to Terms of Tender) for a period of five years immediately preceding the Tender Closing Date:

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

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

If yes, please complete the following table –

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

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

I / We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. If any of the information is found to be incorrect, we understand that my/our Contract, if awarded, will be terminated in accordance with Clause 21.1 of the Conditions of Contract.

**PART B – AUTHORISATION**

I / We hereby authorise the Agriculture, Fisheries and Conservation Department to obtain information from all Government bureaux / departments and give consent to the Government bureaux / departments concerned to provide information about my / our conviction records in respect of the Relevant Offences to the Agriculture, Fisheries and Conservation Department for the purposes of assessment of my / our Tender under this tender exercise and subsequent management of the Contract.

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**PART C – SUB-CONTRACTOR’S ACKNOWLEDGEMENT**

The sub-contractor proposed by the Tenderer hereby acknowledges that:

- (a) if it is in breach of any contractual obligations referred to in the definition of “Demerit Point” during its performance of the Contract, the Government is entitled to issue a Demerit Point to each of the Tenderer / Contractor and the sub-contractor;
- (b) if it is convicted of any of the Relevant Offences arising from this Contract or has accumulated three (3) or more Demerit Points arising from this Contract over a rolling period of 36 months, the Government may terminate the Contract immediately; and
- (c) its conviction(s) of the Relevant Offences (regardless of whether the conviction(s) arise(s) from this Contract) and the Demerit Point(s) awarded to it will be taken into account into the assessment of its offer in future tender or quotation exercises.

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**CONTRACT SCHEDULE 6**  
**Non-collusive Tendering Certificate**

To: Director of Agriculture, Fisheries and Conservation

1. I/We, (name of the Tenderer) \_\_\_\_\_ of  
(address(es) of the Tenderer(s)) \_\_\_\_\_

\_\_\_\_\_ refer to the Government's invitation to tender for the Contract ("Invitation to Tender") and my/our Tender in response to the Invitation to Tender.

Non-collusion

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

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

3. Clause 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
  - (b) my/our consultants or sub-contractors, provided that the communications are held in

strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

- (c) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
- (d) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (e) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
- (f) any person other than the Government, provided that the Government has given prior written consent.

#### Disclosure of subcontracting

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

#### Consequences of breach or non-compliance

- 5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 15.1 of Terms of Tender, the Government may exercise any of the rights under Clauses 15.3 to 15.5 of Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
- 6. Under the Competition Ordinance (Cap. 619), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**CONTRACT SCHEDULE 7**  
**Pro-innovation Proposals and ESG Proposals**

(Please refer to Notes 6 & 7 of the explanatory notes for marking scheme in Annex B to the Terms of Tender for details.)

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

**Pro-innovation proposals – directly relevant to the Services**

Pro-innovation proposals	Brief description on improvements/benefits/positive values that can bring about	How to implement	Supporting documents (if any)

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**ESG proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services**

ESG proposals	Brief description on improvements/benefits/ positive values that can bring about	How to implement	Supporting documents (if any)

Authorised Signature & Company Chop : \_\_\_\_\_

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

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

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

**The Government of Hong Kong Special Administrative Region  
Agriculture, Fisheries and Conservation Department**

**Tender for the Provision of Landscape Maintenance Services  
at the Long Valley Nature Park**

**OFFER TO BE BOUND**

This Offer to be Bound is submitted by the undersigned in response to the Government's Invitation to Tenders (Ref.: AFCD/NP/02/24) for provision of the Services. Unless the context otherwise requires, terms and expressions appearing herein have the meanings given to them in the Tender Documents issued by the Government in connection with the Invitation to Tender.

To: The Government

1. I/We refer to the Invitation to Tenders issued by the Government to me/us. I/We hereby warrant that all information given in or attached to my/our Tender are true, complete and correct.
2. Having read and understood all terms and conditions of the Tender Documents, I/we HEREBY OFFER (a) to provide the whole of the Services on and subject to the terms and conditions set out in the Contract and (b) to be bound by all terms and conditions set out in the Contract.
3. I am/We are duly authorised to bind the Tenderer hereafter mentioned by my/our signatures(s).

Authorised Signature & Company Chop (if any) : \_\_\_\_\_

Name and Title of Person Authorised to Sign  
Tender for and on behalf of the Tenderer

: \_\_\_\_\_

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

Name of Tenderer in Chinese : \_\_\_\_\_

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

The Government of Hong Kong Special Administrative Region  
Agriculture, Fisheries and Conservation Department

Tender for the Provision of Landscape Maintenance Services  
at the Long Valley Nature Park

Tender Reference: AFCD/NP/02/24

MEMORANDUM OF ACCEPTANCE

I \_\_\_\_\_  
(name and position of officer)

accept your Tender for the provision of landscape maintenance services at the Long Valley Nature Park under the Contract.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Signed by the said \_\_\_\_\_ )  
\_\_\_\_\_)  
for and on behalf of the Government of the Hong Kong )  
Special Administrative Region of the People's Republic )  
of China \_\_\_\_\_ )  
\_\_\_\_\_