

漁農自然護理署
九龍長沙灣道三〇三號
長沙灣政府合署5樓



AGRICULTURE, FISHERIES &
CONSERVATION DEPARTMENT

Cheung Sha Wan Government Offices
5/F, 303 Cheung Sha Wan Road
Kowloon, Hong Kong

本處檔號 Our Ref : () in AF GR DVL 07/53/1
來函檔號 Your Ref :
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電郵地址 Email: ws_chow@afcd.gov.hk
圖文傳真 Faxline No: 2317 2802

14 September 2022

To: All tenderers

Dear Sir/Madam,

Tender Ref.: AFCD/NR/01/22
Invitation to Tender for
the Provision of Habitat Management and Related Services at Sha Lo Tung
to Agriculture, Fisheries and Conservation Department
Addendum No. 2

This department is inviting tenders for the Provision of Habitat Management and Related Services at Sha Lo Tung for a period of 24 months. I wish to inform you that the following amendment to the tender document is required:

- (a) A new clause 18.9 (Government Discretion) of Terms of Tender (Page 28) is added; and
- (b) Under clause 13.2 (Termination and Effects of Termination) of Conditions of Contract (Page 40),
 - the sequence of existing sub-clause (g) is amended as (i), and
 - two new sub-clauses (g) and (h) are added.

The relevant amendment on Pages 28 and 40 of the Tender Document are attached for your information and necessary action. The above amendment shall form part of the Tender Document. Please replace the relevant pages of the Tender Document by the sheets attached. Apart from the above, all other terms and conditions of the Tender Document shall remain unchanged.

Should you have any enquiry, please contact Ms P. Y. YUEN at telephone (852) 2150 7138 or by email pui_yu_yuen@afcd.gov.hk. Thank you for your attention.

Yours faithfully,

(Ms W. S. CHOW)

for Director of Agriculture, Fisheries and Conservation

Encl.

覆函請寄交「漁農自然護理署署長」
Please address all replies to Director of Agriculture, Fisheries and Conservation

18.8 References to related persons, directors and management staff of the Tenderer or of a related person include persons who were in such capacity at the time of the incident referred to in Clauses 18.1(d), 18.1(e), 18.1(f), 18.1(g) or Clause 18.2(b); or

18.9 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.

19. Complaints about Tendering Process or Contract Award

A Review Body on Bid Challenges under the WTO GPA has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA. The relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department. They may also be sent to the interested parties upon request to the Secretariat of the Review Body. In the event that a Tenderer believes that a breach of the WTO GPA has occurred, the Tenderer may, within 10 working days after it knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless the Tenderer is encouraged to seek resolution of its complaint in consultation with the procuring department before lodging a complaint to the Review Body. In such instances, the procuring department will accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body. The Review Body may receive and consider a late challenge but a challenge will not be considered if it is filed later than 30 working days after the basis of the challenge is known or reasonably should have been known to the Tenderer.

20. Environmental-friendly Measures

20.1 Tenderers are requested to minimize the impact of their activities on the environment.

20.2 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.

- (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; or
- (e) 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.

13.2 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 fourteen (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; or
- (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 apprehends that any of the events mentioned above is about to occur.

13.3 Notwithstanding anything herein to the contrary, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor one (1) month's prior written notice of such termination.

13.4 Upon expiry or early termination of the Contract (howsoever occasioned), the Contract shall be of no further force and effect, but without prejudice to

- (a) the Government's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);