



本處檔號 OUR REF.: () in L/M (350/2025) in AF GR CPA 06/8
來函檔號 YOUR REF.:
電 話 TEL NO.: 2150 7163
圖文傳真 FAX.: 2317 0482

1 December 2025

Dear Sir/Madam,

**Provision of Hiring and Servicing of Solar-powered Portable Toilets
in Various Country Parks of New Territories and Lantau
Tender Ref.: AFCD/SPT/01/26
Addendum No. 1**

We refer to the captioned tender notice dated 7 November 2025 and would like to inform you that the following amendments have been made to the Tender Document:

Sheet No.	Amendment
113	<u>Clause 16.2</u> (j) the Government reasonably believes that any Warranty is incorrect, inaccurate, incomplete or misleading; or (k) the Government reasonably believes that the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract; or <i>(l) the Government considers that it is in the public interest to terminate the Contract.</i>

The relevant amendments on Sheet 113 of the Tender Document (with indication of "Addendum No.1" and the amendments are type in ***Bold and Italic*** for easy reference) are attached for your information and replacement. Please replace the relevant page by the revised one as attached.

The above amendments shall form part of the Tender Document. Despite the above, all other terms and conditions of the Tender Document shall remain unchanged.

Interested parties are reminded to deposit their Tenders **before 12:00 noon (Hong Kong time) on 23 December 2025**. A late Tender, including a tender posted prior to, but received after the closing date, will not be considered.

If you have already submitted your Tenders and wish to make changes to them, you should do so by submitting a revised Tender in accordance with the manner stipulated in the Tender Documents.

Thank you for your attention.

Yours faithfully,

(Philip YIP)

for Director of Agriculture, Fisheries and Conservation

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Encl. (1 page)

Please address all replies to Director of Agriculture, Fisheries and Conservation

覆函請寄交「漁農自然護理署署長」

- (h) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security;
- (i) the Government reasonably believes that any of the events mentioned in Sub-clauses [(a) to (h)] above is about to occur;
- (j) the Government reasonably believes that any Warranty is incorrect, inaccurate, incomplete or misleading;
- (k) the Government reasonably believes that the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract; *or*
- (l) *the Government considers that it is in the public interest to terminate the Contract.*

16.3 Separate from the event mentioned in Clause 16.1(h)(v) above and Clause 34.3 below, where there is a Force Majeure Event, the Government may terminate the Contract pursuant to Clause 34.7 below.

16.4 Notwithstanding anything herein to the contrary, the Government may at any time during the Contract Period, at its discretion and without cause, suspend or terminate the Contract by giving the Contractor one (1) month's 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 (viz., the item(s) of the Services to be suspended, which may be all or any of the Services covered by the Contract) ("Suspended Services").

16.5 Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 16.1 to 16.4 above and in each sub-clause of Clauses 16.1 and 16.2 above 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.

17. Termination Consequences

17.1 Upon expiry or early termination of the Contract (howsoever occasioned) ("Termination"):

- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) 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