

漁農自然護理署

香港九龍長沙灣道三零三號
長沙灣政府合署五樓



AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT

Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road
5th floor
Kowloon, Hong Kong

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來函檔號 YOUR REF. :
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20 November 2023

To: All Service Providers

By Fax Only

Dear Sir / Madam,

Addendum No. 1

Tender Reference: AFCD/Cap3532023/2

Tender for the Provision of Services for Deployment and Overhaul of Boundary Buoys in Wong Chuk Kok Hoi Fish Culture Zone and Mirs Bay Fish Culture Zones

I refer to our invitation letter dated 10 November 2023 on the above subject and wish to inform you that Payment (Page 42-43) and Schedule 1 - Price Schedule (Page 66-71) have been revised as per details in the Annex attached.

The above amendment shall form part of the Tender Document. Apart from the above, all other terms and conditions of Tender Document shall remain unchanged. Copy of the revised page is also attached. Please replace the relevant page of the Tender Document by the sheet attached.

Please acknowledge receipt of this Addendum and confirm that you will take into account the mentioned amendments in your bid by signing and returning this letter to me by fax within 2 working days from the date of this letter.

You are REMINDED to submit your offer on or before the closing date (i.e. 1200 noon on 20 December 2023). Late quotation, including quotation posted prior to but received after the closing date, will not be considered.

Yours Faithfully,

(Daniel C.W. MAK)
For Director of Agriculture,
Fisheries and Conservation

c.c. SO (Fax: 2735 4516)

15.3 In the event that the Contractor fails to comply with Clause 15.1 or is unable to meet any relevant safety standards, it may be disqualified from participating in any future tender or quotation exercises conducted by the Government.

16. Custody of Work Boat and Equipment

In the event that any Work Order cannot be completed within a single working day, and Work Boat and Equipment are remained on-site, the Contractor shall have sole responsibility for the safety and risk associated with the said Work Boat and Equipment.

17. Contacts for Emergency

The Contractor shall provide the Government Representative with an updated list of staff's contact names and telephone numbers. The list shall be readily available in the event of any emergency situation that occurs outside of normal working hours. The Contractor shall ensure that sufficient staff can be mobilized promptly to adequately address any such emergency situation.

18. Reporting Procedures on the Completed Services

The Contractor shall be responsible for providing a set of itemised bills and mooring reports within ten (10) days upon completion of the Work Order. The reports shall demonstrate the quantities and Work Order Number of all Services executed, as stated in Schedule 1. The Contractor shall prepare the standard mooring reports, drawings and bills, agreed to by the Government Representative in writing.

19. Receipt of Components

The Contractor shall be obligated to sign the check-out record for all Equipment that are obtained from the designated storage location of boundary buoys provided by the Contractor, and shall sign the check-in record for all Equipment that are returned.

20. Boundary Buoys within the Designated Storage Location

20.1 The Contractor shall be responsible for ensuring that all boundary buoys within the designated storage location provided by the Contractor are securely lashed and inspected to the satisfaction of the Government Representative, as set out in Schedule 1. The Contractor shall also be responsible for providing all necessary lashing equipment for the Services.

20.2 The Contractor shall be responsible for maintaining a clean and hygienic state of the designated storage location provided by the Contractor to maintain boundary buoys and Equipment. The Contractor shall ensure that adequate safety precautions and standards are adhered to.

21. Payment

21.1 The Contractor shall submit (i) a proper invoice; (ii) number of Work Order; (iii) Work Order with description of the completed Services; and (iv) mooring report to the Government Representative within ten (10) working days after the Government's acceptance of the completed Services pursuant to the Work Order. The mooring report shall include but not limited to providing a detailed assessment and

recommendation of whether the current condition of the boundary buoys is suitable for continuous utilization and safely positioned in the respective location. Payment shall be made upon receipt of the abovementioned documents, and subject to certification by the Government Representative that the Services have been completed in accordance with the terms and conditions of the Contract to the satisfaction of the Government Representative, unless otherwise provided.

- 21.2 In consideration of and subject to the provision by the Contractor of the Services strictly in accordance with the terms and conditions of the Contract to the satisfaction of the Government Representative, provided that (i) a proper invoice; (ii) number of Work Order; (iii) Work Order with description of the completed Services; and (iv) mooring report, has been issued. Subject to the rights to make deductions or set-off, the payment payable by the Government shall be paid within thirty (30) days after receipt by the Government of the abovementioned documents in respect thereof, or the due date stipulated separately, whichever is later. The Government shall pay the Contractor the payment at the applicable Unit Price of such Work Order as specified in Schedule 1. All abovementioned documents shall be addressed and despatched in the manner specified in Clause 47. Payment will be made in Hong Kong Dollars.
- 21.3 The expenses for the Contract shall encompass all charges, expenditures, fees, costs incurred by the Contractor in fulfilling the terms and conditions under the Contract, including but not limited to the deployment or provision of boundary buoys, Contractor Personnel, Work Boat and Equipment required under the Contract; the expenses incidental to the attendance of meetings; and all fees associated with obtaining any licenses, authorizations, or permits from the Government or other relevant authorities. Under no circumstances whatsoever shall be the Government be liable for any payment to the Contractor or any other party beyond the Charges that have been agreed upon.
- 21.4 Notwithstanding any provision of the Contract, the Government reserves the right to withhold payment of all or any part of Charges and any other sum payable by the Government to the Contractor under the Contract if:
- (a) the Contractor fails to adhere to or perform any provision of the Contract;
 - (b) the Government disputes, on reasonable ground, its obligation to 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 loss or damage suffered by the Government; or
 - (d) withholding of payment is required by any applicable law.
- 21.5 Any payment made by the Government under the Contract shall not prejudice or imply any effect whatsoever on any rights, causes of action which accrued or may accrue, or any remedies available to the Government in the event of a breach of the Contract by the Contractor.
- 21.6 For the avoidance of doubt, the Contractor shall not be entitled to any payment other than those set out in Clauses 21.1 to 21.5.

**Tender for the Provision of Services for Deployment and Overhaul
Boundary Buoys in Wong Chuk Kok Hoi Fish Culture Zone and Mirs
Bay Fish Culture Zones**

**Schedule 1
Price Schedule**

Explanatory notes:

1. Tenderers shall quote for all items by filling in all the unshaded boxes in the table.
2. “Unit Price” means the price for providing the Service for one time.
3. Tenderers shall quote the “Unit Price” for each item of the Services and multiply it by the “Estimated Frequency of Service Requirement” figure to obtain the “Total Price for Work Order”.
4. The figures indicated in the table for “Estimated Frequency of Service Requirement” are estimated quantities for the entire Contract Period. Payments will be made based on the actual number of times the Services have been requested and carried out in compliance with the terms and conditions of the Contract.
5. The term “a team of qualified divers” in this Contract refers to one (1) operational diver and the required number of standby divers as stipulated in the Code of Practice “Safety and Health at work for Industrial Diving” issued by the Labour Department.
6. The term “Work Boat” in this Contract refers to the Work Boat as defined in Part I – Interpretation.
7. The term “Normal Working Time” refers to a continuous nine (9) hours duration, on irregular hours and ad hoc basis, from Mondays to Saturday.
8. If a Tenderer intends to offer a certain Service item free of charge, the Tenderer shall indicate such intention in writing, instead of leaving the space blank, by using wording such as “N/A”, “free of charge” or “FOC”.

Number of Work Order (WO)	Description of Service	Unit Price (HK\$)	Estimated Frequency of Service Requirement	Total Price for Work Order (HK\$)
		(I)	(II)	(III) = (I) x (II)
WO 1	The contractor shall supply one (1) set of boundary buoys Setup (hereinafter “Setup”). Each Setup include one (1) boundary buoy, one (1) mooring component, one (1) mooring block. The contractor shall ensure the Setup must undergo certification and acceptance by the Marine Department recognized authorized organizations, such as classification societies, and provide relevant certifications to confirm compliance in all respects with the requirements and		14	

	<p>specifications set out in Schedule 5 and appendix II of the Service Specifications. Each Work Order 1 shall be bundled with at least three additional Work Order 1. The contractor shall store and maintain the Setup in conditions that are suitable for deployment and deliver the Setup to the deployment location(s) within Hong Kong as and when specified by the Government Representative to facilitate the Setup deployment.</p>			
WO 2	<p>Store one (1) backup Setup in the designated location provided by the Contractor</p>		3	
WO 3	<p>Deploy one (1) Setup to the deployment location(s) within Hong Kong. The Work Order 3 shall be bundled with at least three (3) additional Work Order 3. The deployment procedures are implemented according to the following procedure: -</p> <ul style="list-style-type: none"> ● Provide and operate one (1) Work Boat, along with all necessary Equipment that meet the specifications stipulated in the Contract to deploy one (1) Setup from designated location for storage of boundary buoy to the deployment location within Hong Kong specified by the Government Representative; and ● Deploy one (1) Setup at the position as required by the Government Representative. 		12	
WO 4	<p>Overhaul one (1) Setup according to the following procedure: -</p> <ul style="list-style-type: none"> ● Provide and operate one (1) Work Boat and all necessary Equipment that meet the specifications stipulated in the Contract to collect a backup Setup from the designated location for storage to the deployment location(s) within Hong Kong as and when 		6	

	<p>specified by the Government Representative;</p> <ul style="list-style-type: none"> ● Lift one (1) existing boundary buoy, the associated mooring chain and mooring components from the water onto the Work boat, and proceed to disconnect the boundary buoy from the mooring chain; ● Remove any marine growth present on the boundary buoy, mooring chain and its associated components; ● Conduct an visual inspection of one (1) Setup with the aid of equipment, including but not limited to ultrasonic thickness gauge, to verify their conditions (i.e. thickness of anchor chain) ● Lift the mooring block and associated components from the water onto the Work Boat for overhaul as required by the Government Representative; ● Replace any associated components as required by the Government Representative; ● Re-deploy the mooring block at the same location as confirmed by the Government Representative; ● Reconnect the backup Setup to the mooring components on Work Boat and re-deploy the buoy at its designated location; and ● Transport the replaced boundary buoy and its associated components to the designated location for storage. 			
<p>WO 5</p>	<p>Relocate one (1) Setup according the following procedure: -</p> <ul style="list-style-type: none"> ● Provide and operate one (1) Work Boat and all necessary Equipment that meet the specifications stipulated in the Contract to the designated location of Setup; ● Lift one (1) Setup from the water onto the Work Boat; 		<p>3</p>	

	<ul style="list-style-type: none"> ● Remove any marine growth present on the Setup by the power tools; and ● Re-deploy one (1) Setup at the location as required by the Government Representative. 			
<p>WO 6</p>	<p>Retrieve, without replacement, one (1) Setup according to the following procedures and Work Order 6 shall be bundled with at least three (3) Work Order 6:-</p> <ul style="list-style-type: none"> ● Provide and operate one (1) Work Boat and all necessary Equipment that meet the specifications stipulated in the Contract to the designated location of Setup; ● Lift one (1) Setup from the water onto the Work Boat; ● Conduct an visual inspection of one (1) Setup with the aid of equipment, including but not limited to ultrasonic thickness gauge, to verify their conditions (i.e. thickness of anchor chain); and ● Re-deploy one (1) Setup at the location as required by the Government Representative. 		<p>12</p>	
<p>WO 7</p>	<p>Prepare and paint one (1) boundary buoy according to the following procedure: -</p> <ul style="list-style-type: none"> ● Remove any marine growth present on the buoy; ● Use power tools to clean the external surface of the buoy to the standard of ISO 8501-1:2007 St3 or equivalent. The treatment process shall involve thorough scraping, wire brushing and dusting. Scraping and wire brushing shall be performed first and in the same direction, and then at proper angles. Dusting is the second step of the treatment process, ensuring the surface with a pronounced metallic sheen; ● Remove any grease and thoroughly clean all external surfaces of the boundary buoy 		<p>6</p>	

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PART IV – SCHEDULES

	<p>before applying paint;</p> <ul style="list-style-type: none"> ● Apply approved paint to coat the surface of the boundary buoy in accordance with the specifications stipulated in Appendix II of the Service Specifications; and ● Mark the boundary buoy with the specific identification number and name. 			
WO 8	<ul style="list-style-type: none"> ● Provide and operate for one (1) day, during normal working hours, the following Services for one (1) day as required by the Government Representative regarding the overhaul of boundary buoys, which are not specified in this Schedule: - 			
WO 8(a)	One (1) Work Boat;		3	
WO 8(b)	One (1) team of qualified divers.		3	
WO 9	<ul style="list-style-type: none"> ● Provide a launch that can accommodate at least ten (10) individuals to transport government representative and other government staff for supervising the deployment of boundary buoys from the designate storage location to the location of buoy deployment, as well as to oversee on-site overhaul operations:- 			
WO 9(a)	Wong Chuk Kok Hoi and Mirs Bay		3	
WO 9(b)	Other Hong Kong Coastal Area		3	
WO 10	Provide the necessary labour and materials to remove and re-fit the following components for a boundary buoys in accordance with the specifications outlined in the Marine Department Drawings: -			
WO 10(a)	Supply one (1) set of top mark as and when required by the Government Representative		3	
WO 10(b)	Supply one (1) forelock as and when required by the Government Representative		3	
WO 10(c)	Supply one (1) piece of eye ring as when required by the Government Representative		3	
WO 10(d)	Supply one (1) set of automatic identification system (AIS) of the		2	

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	same model or equivalent as and when required by the Government Representative;			
WO 10(e)	Supply one (1) set of AIS power supply system as and when required by the Government Representative;		2	
WO 10(f)	Supply one (1) set of solar LED flash light of the same model or equivalent as and when required by the Government Representative;		4	
WO 10(h)	Supply One (1) set of anchor chain as and when required by the Government Representative;		4	
WO 11	Provide and install sufficient lashings to secure all Government property, including but not limited to backup boundary buoys, related to this Contract, wherever they may be located and whenever required. The price should include transportation fee for the laborers. This Service is typically required when Typhoon Signal No. 3 is in effect.		3	

Total Estimated Contract Price (i.e. (IV) = total of (III) for all Work Orders) HK\$	_____ (IV)
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Signature of the Tenderer/ an authorised signatory for an on behalf of the Tenderer : _____

Name and title of the authorised signatory (where applicable) : _____

Name of Tenderer : _____

Phone / Fax : _____ / _____

Date : _____