



康樂及文化事務署

Leisure and Cultural Services Department

電話 TEL: (852) 2601 8617
圖文傳真 FAX NO: (852) 2684 9634
本署檔號 OUR REF: () in LCT 5008/21(S)
來函檔號 YOUR REF:

Supplies Section, LCSD
9/F, Leisure and Cultural Services
Headquarters
1-3 Pai Tau Street
Sha Tin, New Territories
Hong Kong

21 January 2022

By Fax / Registered Post / Email

To: Potential Tenderers

Dear Sirs/Madams,

Addendum No. 1

Tender Ref.: LCT 5008/21(S)

Provision of Cleansing and Supporting Services to

**Hong Kong Heritage Museum, Sheung Yiu Folk Museum and Hong Kong Railway Museum
of the Leisure and Cultural Services Department**

Further to our invitation to tender dated 17 December 2021, we would like to inform you that amendments have been made to the following parts of the tender documents:

Relevant Parts of the Tender Documents	Amendments
<u>Conditions of Contract</u> • Clause 15 • Attachment C to the Conditions of Contract	For the Conditions of Contract, a new sub-clause (i.e. Clause 15.4) and Attachment C regarding admission of contractor's personnel to Government premises have been included.

The revised pages (with indication of "Addendum No. 1" at the footer with the amendments highlighted in bold and italic) are attached for replacement. Please replace the relevant pages by the revised ones as attached.

The above amendments shall form part of the tender documents. Apart from the above, all other terms and conditions of tender/contract shall remain unchanged.

Interested parties are reminded that the Tender Closing Date is **4 February 2022**. To be considered as a valid tender, tenderers must deposit their tender proposals in the Government Logistics Department Tender Box situated on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong **before 1200 hours (Hong Kong time) on 4 February 2022** in accordance with the manner stipulated in the tender documents. A late tender or a tender not submitted in accordance with the manner stipulated in the tender documents will not be considered further.

If you have already submitted your tender proposals and wish to make changes to them, you should do so by submitting a revised proposal in accordance with the manner stipulated in the tender documents.

Yours faithfully,



(Miss Lorraine CHAN)
for Director of Leisure and Cultural Services

Encl. (5 pages)

PART 2
CONDITIONS OF CONTRACT

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- (b) information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligations under the Contract.
13. Monies or Valuables Found by the Contractor's Employee
All monies or other items of value found by the Contractor, the Contractor's Employees or the Contractor's agent in performing the Services at the Venue shall be handed to the Government Representative as soon as possible and the Contractor shall obtain from the Government Representative a written receipt therefor.
14. Contractor's Employees or Agent
- 14.1 The Contractor shall be responsible for the good conduct of the Contractor's Employees or the Contractor's agent while they are performing the Services under the Contract and shall ensure that they will behave accordingly.
- 14.2 The Government Representative may require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees or the Contractor's agent engaged or deployed for the purpose of the Contract.
- 14.3 Any of the Contractor's Employees or the Contractor's agent so removed shall be replaced as soon as possible by a competent substitute. The Contractor shall not deploy the removed person to perform the Services at any other Venues. If the Contractor has obtained scores in the technical assessment for the manager(s), the Contractor shall promptly assign a competent replacement with experience and qualification no worse than the one originally proposed in the tender proposal and inform the Government Representative immediately if such manager(s) deployed to this Contract resigns or for whatever reasons that he could no longer execute his duties.
- 14.4 The Government shall in no circumstances be liable to Contractor, the Contractor's Employees and the Contractor's agent in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employees or agent.
- 14.5 The Contractor shall ensure that all the Contractor's Employees and the Contractor's agent wear tidy and clean clothes and such special or personal protective equipment; clothing and footwear (e.g. raincoat and rain boots, etc.) as the Government may consider necessary or appropriate. Any such special or personal protective equipment, clothing, and footwear shall be provided, maintained and replaced as necessary by the Contractor at its own expenses.
- 14.6 The Contractor must not restrain any Contractor's Employees from the employment by the Government or any other company to provide services for the Government upon the completion or termination of the contracts between the Contractor's Employees 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.
15. Contractor's Personnel and Admission of Contractor's Personnel to Government Premises
- 15.1 The Contractor shall not employ any persons who are forbidden under the laws of Hong Kong or not entitled for whatever reasons to undertake any employment in the Hong Kong for the purposes of this Contract or any other Government contracts. If there is any breach of this clause by the Contractor, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for

compensation against the Government. The Contractor shall be responsible for all expenses and losses that the Government may incur or suffer due to the breach of this clause.

- 15.2 The Contractor shall not employ any person who is not lawfully employable or aid and abet another person to breach his condition of stay in the execution of this Contract. Should the Contractor be found to have employed any person who is not lawfully employable or to have aided and abetted another person to breach his condition of stay, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for compensation against the Government.
- 15.3 The Government may refuse to admit to the Venue or any part thereof for the purposes of the Contract any person employed or engaged by the Contractor, or by an assignee of the Contractor, whose admission is, in the reasonable opinion of the Government Representative, undesirable. The Contractor shall continue to perform the Services despite admission of such person to the Venue or any part thereof is refused under this clause.

15.4 *Details on the admission of contractor's personnel to Government premises are provided at Attachment C to these Conditions of Contract.*

16. Passes

- 16.1 The Government Representative may require the Contractor, the Contractor's Employees or the Contractor's agent to apply for and to hold valid passes issued by the Government Representative for admission to the Venue or any part thereof. The Government Representative may refuse to admit to the Venue or any part thereof any person who fails to show his pass on demand by the Government Representative. The Contractor shall continue to perform the Services despite admission of such person to the Venue or any part thereof is refused under this sub-clause.
- 16.2 The Contractor shall submit a list of the names and identity card numbers of all the Contractor's Employees or the Contractor's agent applying for passes together with two (2) photographs of each person and shall prove to the satisfaction of the Government Representative their bona fide identities.
- 16.3 Any pass so issued shall be returned immediately to the Government Representative on demand by the Government Representative, upon termination or expiry of the Contract, or upon the cessation of the bearer's employment with the Contractor or the Contractor's agent, whichever is earlier. If there is any situation requiring the re-issue of the pass, the Contractor shall pay to the Government a sum which is equal to the total replacement cost of the pass.

17. Inconvenience or Annoyance Caused

The Contractor shall ensure that the Contractor's Employees and the Contractor's agent perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them. The Contractor shall also use its best endeavour to avoid causing nuisance to the patrons of the Venue whilst performing the Services. The Government Representative may, without prejudice to any rights that the Government has under the Contract and without releasing or discharging the Contractor of its obligations hereunder, require the Contractor to suspend provision of the Services or part thereof to prevent any nuisance that is or may be caused to the public.

18. Compliance with Employment Ordinance

The Contractor shall comply with the Employment Ordinance (Cap. 57 of the Laws of Hong Kong). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving

Admission of Contractor's Personnel to Government Premises

- (a). Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's Employees and Contractor's agents (collectively "Relevant Personnel") who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.
- (b). The Contractor shall ensure that while any of the Relevant Personnel is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- (c). The Contractor shall require all Relevant Personnel, save for those exempted, to present vaccination record of at least the first dose of COVID-19 vaccine prior to their entry into indoor government premises which are their places of work, or for work-related purposes (including for meetings and for fulfillment of duties). The number of vaccine doses required may be revised by prior written notice from the Government to the Contractor in the light of the development of COVID-19 epidemic situation.
- (d). Exemption from the requirement to present vaccination record will be granted to (i) those who are medically unfit for COVID-19 vaccination as supported by a valid medical certificate; and (ii) pregnant staff with prior exemption to be granted by the Government on a case-by-case basis. The exempted categories of Relevant Personnel mentioned in this Clause may be revised by prior written notice from the Government to the Contractor.
- (e). For the purpose of Clauses (c) and (d) above, the Contractor shall comply with the entry requirement of Government premises, implementation approaches, requirement on the vaccination record and other relevant documentations to be presented, consequence of non-compliance, maintenance and updating of the register of vaccination status, and all other necessary requirements as determined by the Government by prior written notice from the Government to the Contractor.
- (f). The Contractor shall ensure that the Relevant Personnel will have given consent to the Contractor to pass the personal data in relation to Clauses (c) and (d) above to authorised persons of the Government for the purposes of the provisions of this Attachment C and other provisions of the Contract.
- (g). In the event that the Contractor fails to comply with the requirements as set out in this Attachment C and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 68 of the Conditions of Contract.