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MARINE DEPARTMENT
HARBOUR BUILDING
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HONG KONG

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HONG KONG

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07 February 2022

To: Tenderers

Dear Sir/Madam,

**Tender for the Provision of Cleaning Services for Cross-boundary Ferry Terminals
(Tender Reference: PASTR2021-30)**

Tender Addendum No. 1

We refer to the captioned tender notice issued on 14 January 2022 and would like to inform you the following addendum:

Relevant Part of the Tender Documents	Amendments
Content of Part 2 General Conditions of Contract (page 44)	To add <i>Clause 35 (Admission of Contractor Personnel to Government Premises)</i> under Part 2 General Conditions of Contract.
Part 2 General Conditions of Contract (page 72)	

Pages with relevant addendum are enclosed for your replacement and supplementation. The addendum shall form part of the Tender Documents. Apart from the above, all other terms and conditions of this Invitation to Tender shall remain unchanged.

Tenders must be clearly marked with the tender reference and the subject of the tender on the outside of the envelope (but should not bear any indication which may relate the tender to the tenderer) addressed to the Chairman, Government Logistics Department, and must be deposited in the Government Logistics Department Tender Box situated on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before **12:00 noon (Hong Kong time) on 25 February 2022 (Friday)**. **Late tenders or submission by fax or electronic means, or a Tender not deposited in the Specified Tender Box will not be accepted.**

Should you have any enquiry, please contact the undersigned. Thank you for your attention.

Yours faithfully,



(Miss Caroline KWAN)
for Director of Marine

Encl. Tender Addendum No. 1 (4 pages)

PART 2
GENERAL CONDITIONS OF CONTRACT

CONTENTS

1. Contract Period
2. Total Services and Variation
3. Quality of Services
4. Payment for Services
5. Government Property
6. Government Premises
7. Recovery of Sums Due
8. Assignment
9. Sub-contracting
10. Liability and Indemnity
11. Policy of Insurance and Compensation
12. Corrupt Gifts
13. Release of Information
14. Publicity
15. Governing Law
16. No Waiver
17. Compliance with Laws and Regulations
18. Notice to be Written in English and Chinese
19. Services of Notices
20. Severance
21. Order for Variation
22. Gratuity to Non-skilled Workers
23. Holiday Pay to Non-skilled Workers
24. Extra Wages to Non-skilled Workers for Working under Typhoon Signal No. 8 or above

25. Contractual Obligations under the Standard Employment Contract
26. Debarment Mechanism and Demerit Point System
27. Termination of Contract
28. Effect of Termination
29. Entire Agreement
30. Order of Precedence
31. Contracts (Right of Third Parties) Ordinance
32. Conflict of Interest
33. Confidentiality
34. Force Majeure
- 35. Admission of Contractor Personnel to Government Premises**

35. Admission of Contractor Personnel to Government Premises

- 35.1 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, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (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.
- 35.2 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.
- 35.2A 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.
- 35.2B Exemption from the requirement to present vaccination record will be granted to (a) those who are medically unfit for COVID-19 vaccination as supported by a valid medical certificate; and (b) 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.

- 35.2C For the purpose of Clauses 35.2A and 35.2B, 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.
- 35.2D The Contractor shall ensure that the Relevant Personnel will have given consent to the Contractor to pass the personal data in relation to Clauses 35.2A and 35.2B above to authorised persons of the Government for the purposes of the provisions of this Clause 35 and other provisions of the Contract.
- 35.3 The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.
- 35.4 In the event that the Contractor fails to comply with this Clause 35 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 27 of the General Conditions of Contract.