

本署檔案
OUR REF: () in WR19048

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**Environmental Protection Department
Accounting Services Group
Supplies Section**

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環境保護署
會計部
物料供應組
香港鰂魚涌海灣街一號
華懋交易廣場五樓
五〇四至五〇五室

By Registered Mail

11 October 2019

To bidders

Dear Sir/Madam,

Tender Ref.: WR19048

**Tender for Pilot Scheme on Collection and Recycling Services of
Plastic Recyclable Materials – Sha Tin and Kwun Tong Districts**

Responses to Queries on Tender Document – 1st Batch (as at 9 October 2019)

Please find enclosed responses to queries on the captioned tender received as at 9 October 2019. Relevant information can also be downloaded from the EPD website at https://www.epd.gov.hk/epd/english/business_job/business_opp/tender.html.

Should you have any enquiry in relation to this tender, please submit in writing and addresses to the Employer in accordance with Clause 37.1 of the Terms of Tender at least 14 calendar days before the Tender Closing Date. Enquiry submitted after the above deadline will not be answered.

In case an interested party has already submitted a tender but wish to make an amendment, it can do so by submitting a revised offer which shall be accompanied by a covering letter. The revised offer and the covering letter shall be submitted in the same manner as stipulated in the invitation to Tender.

Interested parties are reminded that the Tender Closing Date is 8 November 2019. To be considered as a valid tender, tenderers must deposit their tenders in the Government Secretariat Tender Box situated at Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong before **12:00 noon (Hong Kong Time)** on **8 November 2019** in accordance with the requirements stipulated in the tender document. Late tender will not be considered further.

For enquiries, please contact Mr. WY WONG by facsimile no. (852) 3168 1373.

Yours faithfully,

(Ms. Christine AU)

for Director of Environmental Protection

Tender Ref.: WR19048**Invitation of Tender for Pilot Scheme on Collection and Recycling Services of Plastic
Recyclable Materials – Sha Tin and Kwun Tong Districts****Responses to Queries on Tender Document – 1st Batch (as at 9 October 2019)**

Item	Queries	Responses
1.	<p>Whether the Tenderer is required to own a Processing Plant? Can the Processing Plant be wholly or partially rented from a third party?</p> <p>What documents are required to be submitted if the Processing Plant is rented by the Tenderer?</p>	<p>Tenderers are required to provide details of <i>“Tenderer’s Processing Plant(s)”</i> in Item D.2 of Terms of Tender (ToT) Appendix D and submit the <i>“Undertaking regarding the Tenderer’s Processing Plant(s)”</i> in Item L.1 of ToT Appendix L, in which, Tenderers are required to declare that they are the <i>“lawful occupiers of the Processing Plant(s) proposed in Item D.2 of ToT Appendix D”</i>. As such, <i>“Tenderer’s Processing Plant(s)”</i> declared in ToT Appendix L refers to that of the Tenderer, or if the Tenderer is a joint venture, that of the participants or shareholders of the joint venture Tenderer. The Processing Plant(s) of the Tenderer’s sub-contractors shall NOT be regarded as Tenderers’ Processing Plant(s) for the purpose of completing the above-mentioned Undertaking.</p> <p>Please note, pursuant to ToT Clause 5.5, the failure of a Tenderer to submit with its tender, among others, a duly signed undertaking of Tenderer’s Processing Plant completed in accordance with ToT Clause 4.5(j), i.e. ToT Appendix L, on or before the Tender Closing Date shall render its tender invalid and the tender will not be considered further.</p>

Item	Queries	Responses
2.	<p>How will the Operation Fees be paid for Recovered Products from Permitted Recyclables?</p> <p>How will the payment bands be applied to the payment of the Operation Fees?</p>	<p>Pursuant to the Conditions of Contract (CoC) Clause 8.2 (b) and (ii), the amount payable for Recovered Products produced from Permitted Recyclables Type A and B for the relevant month shall be calculated as:</p> <p>(Actual quantity of Recovered Product produced from Permitted Recyclables Type A and B in the relevant month) x (Rate(s) quoted in Schedule No. 1 of the Schedule of Rates (i.e. ToT Appendix A) x Factor(s) set out in B.4.5 of CoC Appendix B)</p> <p>Please refer to CoC Appendix B Clause B.4, particularly Clause B.4.7 and B.4.8 for details.</p>
3.	<p>How will the Operation Fees be paid for Containers and Smart Recycling Bins?</p>	<p>Pursuant to CoC Clause 8.2 (d) and (iv), the amount payable for the supply and maintenance of Containers on the Employer's instruction for the collection of Permitted Recyclables for the relevant month shall be calculated as:</p> <p>(Actual quantity of Containers supplied on the Employer's instruction in the relevant month) x (Rate(s) quoted in Schedule No. 2 of the Schedule of Rates, i.e. ToT Appendix A)</p> <p>Pursuant to CoC Clause 8.2 (e) and (v), the amount payable for the supply, maintenance and operation of Smart Recycling Bins on the Employer's instruction for the collection of Permitted Recyclables for the relevant month shall be calculated as:</p> <p>(Actual quantity of Smart Recycling Bins supplied on the Employer's instruction in the relevant month) x (Rate(s) quoted in Schedule No. 3 of the Schedule of Rates, i.e. ToT Appendix A)</p>

Item	Queries	Responses
4.	Can the Tenderer submit ONE tender submission for both Sha Tin and Kwun Tong Districts?	Pursuant to ToT Clause 3.3, if a Tenderer bids for both Contracts under the Invitation to Tender, it shall SEPARATELY submit tenders for each Contract in accordance with individual Invitation to Tender.
5.	Is the restriction “Tenderer should at most only be awarded 2 out of the 3 contracts” for the Eastern, Kwun Tong and Sha Tin Districts still applicable to this tender? Is the above restriction applicable to participants or shareholders of a joint venture?	<p>Yes. The successful Tenderer of the Eastern District Contract, or the holding company or a subsidiary of such successful Tenderer, or a joint venture (incorporated or unincorporated) formed by such successful Tenderer with any other person(s) (including any participant or shareholder of a joint venture) (each a “Relevant Entity”) may at most only be awarded one out of the remaining two contracts in respect of Kwun Tong District and Sha Tin District unless any such Relevant Entity is the only conforming Tenderer of these two contracts. Please refer to ToT Clause 8.4 for details.</p> <p>In the event that a Relevant Entity has the highest combined score in both Relevant Contracts (i.e. Kwun Tong District Contract and Sha Tin District Contract), the combination that yields the least total cost to the Employer will be recommended for acceptance. Please refer to ToT Appendix F for details.</p>
6.	How is the 10% wastage be counted?	“Wastage” refers to residuals produced during the processing of Permitted Recyclables for the production of Recovered Products, e.g. contaminated plastic recyclable materials, composite materials, non-plastic materials etc. Pursuant to Specification Section 4.3.12.4, no more than 10% wastage (by tonnes) shall be produced by the Operator for the collected Permitted Recyclables during the entire plastic recyclable material recovery process.

Item	Queries	Responses
7.	If the Operator partners with a company which collects electrical appliances for waste recovery, would the extracted plastic recyclable materials be counted?	<p>Subject to fulfilment of the following specifications, all plastic recyclable materials extracted from any composite materials including electrical appliances will be counted as Permitted Recyclables:</p> <p>(a) Pursuant to Specification Section 4.3.5.2, Permitted Recyclables shall be “plastic recyclable materials” that are NOT from commercial and industrial sources.</p> <p>(b) Pursuant to Specification Section 4.1.1.1, the Operator shall provide Permitted Recyclables Collection in accordance with the Contract in the Service Area only.</p> <p>(c) Pursuant to Specification Section 4.4.2.1, the Operator shall weigh and record the quantities of Permitted Recyclables collected in Containers at each Collection Point.</p>
8.	When will the contract for Eastern District (Tender Ref. No.: WR 18051) be awarded?	It is estimated that the contract for Eastern District should be awarded soon.
9.	During the launching of the pilot scheme, is there any publicity support from the Environmental Protection Department (EPD)?	Pursuant to Specification Section 6.1.1.1, the Operator shall appoint a non-profit-making organisation with minimum 2 years' experience in waste reduction and recycling to provide Educational and Promotional Activities in accordance with the Contract and as described in the Outreaching Plan. However, EPD's outreaching team will help engage the public on promotion of all recycling initiatives, including this pilot scheme in accordance with the established outreaching programme.

Item	Queries	Responses
10.	What is the definition of HK\$50,000 per year on average for Eligible Contract?	Pursuant to ToT Appendix E Note 6 Remark (ii), the term “Eligible Contract” means a contract with the contract sum no less than HK\$50,000 per year on average. For the purpose of assessing Assessment Criterion 9 “Tenderer’s Experience in Waste and/or Recyclables Collection”, pursuant to ToT Appendix E Note 6, only Eligible Contract(s) in the past 10 years immediately preceding the Original Tender Closing Date will be counted.
11.	What items shall be covered by the policy or policies of insurance pursuant to CoC Clause 18.1(a)?	Pursuant to the CoC Clause 18.1(a), all properties in the Operator’s Plant and those machineries and equipment for the purpose of the Operation and the Services shall be covered from the Contract Commencement Date until the end of the Terms by a policy or policies of insurance.

招標編號.: WR19048

招標承投塑膠可回收物料回收服務先導計劃 - 沙田及觀塘區

回應有關招標文件的第一輪提問 (截至 2019 年 10 月 9 日)

(此中文譯本純為參考用途。如中文版本與英文版本有出入或抵觸，應以英文版本為準。)

事項	提問	回應
1.	<p>投標者是否需要擁有回收廠房?可否向第三方租用整個或部分回收廠房?</p> <p>如投標者租用回收廠房,需要遞交那些文件?</p>	<p>投標者須於招標條款附錄 D 的 D.2 項提供「投標者的處理廠房」的詳情及於招標條款附錄 L 的 L.1 項遞交「有關投標者處理廠房的承諾書」,從而申報投標者為「擬定於招標條款附錄 D 項目 D.2 的處理廠房的合法佔用者」。因此,在招標條款附錄 L 所聲明的「投標者的處理廠房」是指投標者或投標者的參與者或股東(如投標者為合營企業)的處理廠房。分判商的處理廠房不會被視作為投標者的處理廠房,亦不會被視作為完成上述的聲明。</p> <p>請注意,根據招標條款第 5.5 條,如投標者在截標日期或之前未能連同其標書遞交所需文件,其中包括按照招標條款第 4.5(j)條所要求的妥為簽署的投標者處理廠房承諾書,即招標條款附錄 L,其標書將被視為無效及不會獲進一步考慮。</p>
2.	<p>如何支付認可可回收物生產之回收再造產品的營運費?</p> <p>遞進付款如何應用於支付營運費?</p>	<p>根據合約條件第 8.2(b)及(ii)條, A 類及 B 類認可可回收物於相關月份生產回收再造產品的費用應由以下方式計算:</p> <p>(於相關月份A類及B類認可可回收物生產之回收再造產品的實際數量) x (招標條款附錄A標準收費項目1所填寫的每公噸收費) x (合約條件附錄B第 B.4.5條所設置的系數)</p> <p>詳情請參閱合約條件附錄 B 第 B.4.條,尤其是第 B.4.7 條及第 B.4.8 條。</p>

事項	提問	回應
3.	如何支付容器及智能回收桶的營運費？	<p>根據合約條件第 8.2(d)及(iv)條，於僱主的指示下，於相關月份為收集認可可回收物而提供及維修容器的費用應由以下方式計算：</p> <p>(於僱主的指示下，於相關月份提供之容器的實際數量) x (招標條款附錄 A 標準收費項目 2 所填寫的每個容器收費)</p> <p>根據合約條件第 8.2(e)及(v)條，於僱主的指示下，於相關月份為收集認可可回收物而提供、維修及營運智能回收桶的費用應由以下方式計算：</p> <p>(於僱主的指示下，於相關月份提供之智能回收桶的實際數量) x (招標條款附錄 A 標準收費項目 3 所填寫的每個容器收費)</p>
4.	投標者可否遞交一份標書以承投沙田及觀塘區合約？	根據招標條款第 3.3 條，如投標者按投標邀請書承投 2 份合約，投標者須根據投標邀請書分別地就每份合約獨立遞交標書。
5.	「投標者最多只能於東區、觀塘及沙田區獲批 3 份合約中的其中 2 份」的限制是否仍適用於這份標書？上述的限制是否仍適用於合營企業的參與者或股東？	<p>是。東區合約的中標者，或中標者的控股公司或附屬公司，或由中標者與任何其他人士(包括合營企業的任何參與者或股東)所組成(註冊為法團或未註冊為法團)的合營企業（每個“相關實體”），可最多獲批其餘 2 份涉及觀塘區和沙田區合約中的其中 1 份，除非任何該“相關實體”是其餘 2 份合約中唯一符合要求的投標者。詳情請參閱招標條款第 8.4 條。</p> <p>假若一個“相關實體”於 2 份相關合約(即觀塘合約及沙田合約)均取得最高合併分數，對僱主產生最低總成本的組合將會被建議接納。詳情請參閱招標條款附錄 F。</p>
6.	10%廢物棄置量如何計算？	廢物棄置量是指處理認可可回收物以生產回收再造產品中所產生的殘餘物，例如：受污染的塑膠可回收物料、混合物料、非塑膠物料等等。根據規格條款第 4.3.12.4 條，營運者於整個塑膠可回收物料再造過程中所收集的認可可回收物，應生產不多於 10%廢物棄置量(以噸計)。

事項	提問	回應
7.	如營運者夥拍收集廢電子產品的公司作廢料回收，會否計算當中所提取的塑膠可回收物料？	符合以下規格條款的任何混合物料，包括電子產品中提取的塑膠可回收物料均會被視作為認可可回收物： (a) 根據規格條款第 4.3.5.2 條，認可可回收物須為非工商業的「塑膠可回收物料」。 (b) 根據規格條款第 4.1.1.1 條，營運者須根據合約限於服務地區提供認可可回收物收集。 (c) 根據規格條款第 4.4.2.1 條，營運者須為每個收集點容器內的認可可回收物進行量重及記錄數量。
8.	何時會批出東區的合約(招標編號: WR18051)?	預計東區的合約快將批出。
9.	於推行先導計劃時，環境保護署(環保署)會否提供任何宣傳支援？	根據招標條款第 6.1.1.1 條，營運者須夥拍一間有不少於 2 年減廢及回收經驗的非牟利機構，並根據合約及外展計劃所描述為計劃提供教育及宣傳活動。而環保署的外展隊將會就已訂立的外展服務計劃向公眾推廣各項回收措施，包括此先導計劃。
10.	平均每年 50,000 港元的合資格合約的定義是什麼？	根據招標條款附錄 E 註 6 備註(ii)，「合資格合約」指合約金額平均每年不少於 50,000 港元的合約。就評審準則 9 「投標者在廢物及／或可回收物收集方面的經驗」進行評審而言，根據招標條款附錄 E 註 6，只有在緊接原定截標日期前 10 年內的合資格合約才會予以計算。
11.	根據合約條件第 18.1(a)條，請問保險保單須涵蓋哪些項目？	根據合約條件第 18.1(a)條，營運者廠房內的所有財產及用於營運和服務的機器及設備均須自合約生效日起至合約期限結束時，由保險保單所涵蓋。