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1.1 THE PROJECT

1.1.1 General

- 1.1.1.1 This Specification shall be read in conjunction with the Guide to Application (the Guide), the Drawings, and all other documents forming the Project.
- 1.1.1.2 For the avoidance of doubt, nothing contained in this Specification shall in any way limit the obligations of the Operator under the General Conditions of Grant.

1.1.2 Background

- 1.1.2.1 Currently, a total of thirty-two (32) Recycling Stores (apart from those Recycling Stores set up in public rental housing estates) and twelve (12) Recycling Stations are in operation.
- 1.1.2.2 This application invitation covers the follow-on operation of twenty (20) Recycling Stores.
- 1.1.2.3 Not used.
- 1.1.2.4 Except in the case of Section 1.1.2.5 below, the Store(s) and Workshop(s) of the Recycling Store(s) being operated on rented premises are intended to be handed over to the Operator by the last operator. The Operator shall retain the Recycling Store(s) at their existing premises as far as possible. Otherwise, the Operator shall set up the Recycling Store(s) on other premises within the Service Area as agreed by the Government Representative.
- 1.1.2.5 For GREEN@ABERDEEN and GREEN@TSING YI, the Store of the Recycling Store is being operated on a rented premises inside a public facility designated by the Government Representative. The Operator shall continue to operate the Store on the designated premises at its existing location, unless otherwise instructed or agreed by the Government Representative.

1.1.3 Scope of Project

- 1.1.3.1 The Services to be provided within the Service Area (or other areas within the District Council district(s) where the Service Area is located as instructed by the Government Representative) under the Project shall meet the following objectives:
 - (a) To set up and, where necessary, renovate Recycling Store(s) within the Service Area;
 - (b) To provide for the collection of Designated Recyclables from the public;
 - (c) To support the implementation of the Participation Incentive Scheme, encouraging the public to practise recycling;
 - (d) To promote source separation of waste and educate the public on proper recycling of Designated Recyclables;
 - (e) To arrange for the transfer of collected Designated Recyclables to approved recyclable processors for proper recycling; and

- (f) To provide support to the Government Representative in organising events in relation to waste reduction and recycling in the Service Area, or other areas within the District Council district(s) where the Service Area is located as instructed by the Government Representative.
- 1.1.3.2 The Services shall comprise, but not limited to, the following:
 - (a) Setting up and/ or renovation of a Recycling Store(s);
 - (b) Operation and management of the Recycling Store(s)
 - (c) Not used;
 - (d) Provision and operation of Collection Vehicle(s);
 - (e) Provision and operation of Recycling Spots;
 - (f) Provision of Housing Collection Service; and
 - (g) Provision of Additional Services.
- 1.1.3.3 Further to Section 1.8 of the Specification, the Operator shall submit an Operation Plan for the delivery of the Services.

1.2 DEFINITIONS AND ABBREVIATIONS

1.2.1 Definitions

. . .

1.2.1.1 In the documents issued by the ECF Committee or Government Representative in connection with this Project (including the Application Form, the Guide to Application and its Annexes, the Specification and its appendices and the agreement with the Government), unless otherwise defined or the context otherwise requires:

"additional handling payment"	means a payment as described in Section 4.11.1.3 of the Specification;
"approved recyclable processors"	means the recyclable processors approved by the Government Representative for handling Designated Recyclables in accordance with Section 3.3.3.3 of the Specification;
"Basic Services"	means the provision of the Services as specified in Sections 1 to 3 of the Specification;
"Budget Proposal"	means the budget of the Project in the form as set out in Section C (1) of the Application Form, subject to the acceptance of the Practice and Action Projects Vetting Subcommittee (Vetting Subcommittee) and approved by the ECF Committee;

"Designated Recyclables" means the types of recyclables, as described in Section 3.2.1.1 of the Specification, which shall be collected and handled by the Operator under this Project: "Government means any public officer of the Government Representative" authorised by the Secretariat for the purposes of the Project. The Secretariat may change the Government Representative and/or his post title from time to time as it thinks fit without prior notice to the Operator; "Guide" means the Guide to Application – Practice and Action Projects (Recycling Store Projects); "Handling Rate of means the actual monthly quantities of all Designated Designated Recyclables Recyclables excluding Plastics handed over to the excluding Plastics" approved recyclable processors; "Handling Rate of Plastics" means the actual monthly quantities of Plastics handed over to the approved recyclable processors; "Operator" means the successful applicant organisation who enters into the agreement with the Government for the implementation of the Project; "Plastics" means the types of plastics as specified in Section 3.2.1.1(a) of the Specification; "Project Commencement means the date specified by the Government Representative for the Operator to commence the Date" Project as stated in the approval letter; "Regulated Electrical means the electrical equipment that is regulated Equipment (REE)" under the Product Eco-responsibility Ordinance (Chapter 603 of the Laws of Hong Kong); "residential premises" means one single-block residential building, or one housing estate (private or public) comprising more than one block, or a village comprising more than one village house, or one mixed use commercial and residential development / block; "Service Area" means the area as described in Section 1.3.1 of the Specification, where the Operator needs to provide services under this Project; "Specification" means Annex III - Project Specification, and includes the schedules and appendices thereto, and any modification thereof or addition thereto, as may be furnished by the Government Representative or the

Operator from time to time;

"Store" means the section of the Recycling Store (i.e. Shop A)

as described in Section 2.2 of the Specification.

"Store Commencement

Date"

means the date specified by the Government Representative for the commencement of the

operation of the Store; and

"Workshop" means the section of the Recycling Store (i.e. Shop B)

as described in Section 2.2 of the Specification.

1.2.2 Abbreviations

1.2.2.1 The abbreviations used in this Specification have the following meaning:

"ECF" Environment and Conservation Fund

"CCTV" Closed Circuit Television

"EPD" The Environmental Protection Department, Hong Kong Special

Administrative Region Government

"FEHD" The Food and Environmental Hygiene Department, Hong Kong

Special Administrative Region Government

"PPE" Personal Protective Equipment

"MTRC" Mass Transit Railway Corporation

1.3 THE SERVICE AREA

1.3.1 Service Area

1.3.1.1 The Service Areas and their boundaries for the respective Projects are set out in Table 1.1 below and shown on the Drawings (No. PS/ED/001 to PS/ED/011) in the **Specification Appendix A**.

Table 1.1: Service Area for respective Project

	Involved Recycling	Drawing No.	
Service Area	Store(s) within the Service Area	Boundary of the Service Area	
Eastern District	GREEN@ QUARRY BAY	PS/ED/001	
Southern District (northwest)	GREEN@ ABERDEEN	PS/ED/002	
Wan Chai District (east)	GREEN@TIN HAU	PS/ED/003	
Central & Western District (central)	GREEN@ SAI YING PUN	PS/ED/004	
Central & Western District (east)	GREEN@ SHEUNG WAN	F3/ED/004	

	Involved Recycling	Drawing No.
Service Area	Store(s) within the Service Area	Boundary of the Service Area
Kowloon City District (To Kwa Wan)	GREEN@ TO KWA WAN	
Kowloon City District (Hung Hom)	GREEN@ HUNG HOM	PS/ED/005
Kowloon City District (Ho Man Tin)	GREEN@ WALLED CITY	
Kwun Tong District	GREEN@ YUE MAN SQUARE	PS/ED/001
Sham Shui Po District	GREEN@ CHEUNG SHA WAN	PS/ED/001
Yau Tsim Mong District (north)	GREEN@ TAI KOK TSUI	PS/ED/006
Wong Tai Sin District	GREEN@ SAN PO KONG	PS/ED/001
Islands District	GREEN@MUI WO	PS/ED/001
North District (south)	GREEN@FANLING	PS/ED/007
North District (north)	GREEN@ SHEK WU HUI	P3/ED/007
Tai Po District (south)	GREEN@ TAI PO MARKET	PS/ED/008
Tsuen Wan District (northwest)	GREEN@ LO TAK COURT	PS/ED/009
Kwai Tsing District	GREEN@TSING YI	PS/ED/001
Tuen Mun District (southeast)	GREEN@SAN HUI	PS/ED/010
Yuen Long District (east)	GREEN@ YUEN LONG HUI	PS/ED/011

- 1.3.1.2 The geographical boundary delineation of all districts, as shown in the Drawings (No. PS/ED/001 to PS/ED/011), shall follow the 2019 District Council geographical constituency boundaries as further instructed or advised by the Government Representative.
- 1.3.1.3 The Operator shall not provide the Basic Services and any Additional Services outside the respective Service Area of the Project, unless expressly stated otherwise or consented to or directed by the Government Representative.
- 1.3.1.4 The Government Representative may, at its absolute discretion, initiate additional Recycling Stores and other collection services in the Service Area under separate projects or contracts during the Term to enhance the recycling support to the community.

1.4 NOT USED

1.5 ENVIRONMENTAL ASPECTS

1.5.1 Environmental Protection and Control

- 1.5.1.1 The Operator shall comply with all environmental legislation and regulations and shall be responsible for all matters relating to the environment within and in the vicinity of, the areas where the Services are performed. The Operator shall carry out the Services in an environmentally acceptable manner and adopt the necessary control and monitoring measures to minimise pollution and nuisance, including without limitation, noise nuisance, unpleasant odours, toxic gases, dust, glare, light nuisance, hygienic problems, obstructions, effluent discharges and potential fire hazards and the like, to the occupants of nearby properties and the general public. The Operator shall be responsible for any claims and deductions that may arise from non-compliance with any pollution control legislations in Hong Kong, which include without limitation the following Ordinances, as well as their sub-ordinances and regulations:
 - (a) Air Pollution Control Ordinance (Chapter 311 of the Laws of Hong Kong);
 - (b) Waste Disposal Ordinance (Chapter 354 of the Laws of Hong Kong);
 - (c) Water Pollution Control Ordinance (Chapter 358 of the Laws of Hong Kong);
 - (d) Noise Control Ordinance (Chapter 400 of the Laws of Hong Kong); and
 - (e) Motor Vehicle Idling (Fixed Penalty) Ordinance (Chapter 611 of the Laws of Hong Kong).
- 1.5.1.2 The Operator shall be responsible for all matters related to the environment and hygiene within and in the vicinity of the Recycling Store(s), including without limitation, noise nuisance, unpleasant odours, toxic gases, dust, glare, light nuisance, hygienic problems, obstructions, effluent discharges and potential fire hazards and the like.
- 1.5.1.3 The Operator is required to make reference to the government green procurement list (https://www.eeb.gov.hk/en/susdev/green_procure/currentgovernment.html) in purchases of goods and equipment for the Services as far as possible. The Operator shall properly keep and report the records in relation to the green procurement upon the instruction by the Government Representative.

1.5.2 Operator's Waste

1.5.2.1 The Operator shall minimise and arrange for collection of any non-recyclable waste materials as soon as practicable that are arisen from the Services, including all solid and liquid waste materials, and properly dispose of the waste materials at proper waste disposal facilities in accordance with the relevant ordinances and regulations. The Operator shall be responsible for all the costs and expenses incurred for collection and disposal of the waste materials, including any landfill or waste disposal charges.

1.6 HEALTH AND SAFETY

1.6.1 General

1.6.1.1 The Operator shall ensure that all health and safety matters concerning the Services are dealt with in accordance with relevant legislation and regulations.

1.6.2 Objectives

- 1.6.2.1 The Operator shall carry out the Services, including for the avoidance of doubt the operation of the Recycling Store(s), in such manner to meet the following objectives:
 - (a) To eliminate health and safety risks and hazards;
 - (b) To ensure compliance with relevant legislation and regulations;
 - (c) To achieve zero accidents;
 - (d) To prevent injury to workers engaged in the operation;
 - (e) To provide first aid in the event of an emergency occurred at the Recycling Store(s) and during the provision of any Services under the Project; and
 - (f) To ensure fire safety of the operation at the Recycling Store(s) and during execution of any Services under the Project.

1.6.3 Risks and Hazards

- 1.6.3.1 The Operator shall assess the risks and hazards that may arise during the Services, including, without limitation, the Basic Services as specified in Sections 1 3 of the Specification and Additional Services as specified in Section 4 of the Specification, and develop its Operation Plan accordingly to avoid risks to health and safety and to comply with relevant legislation and regulations. If avoidance of risk is not possible, the Operator shall minimize the risks at source.
- 1.6.3.2 The risks, and their scales, likelihood and consequences, shall be identified in the planning process before the commencement of the Services. The choices and selections made at all stages of the decision-making process will affect the risks that may arise. Appropriate risk-reducing techniques shall be employed.
- 1.6.3.3 Risk assessments shall be carried out to:
 - (a) Eliminate the risks identified wherever reasonably practicable;
 - (b) Assess the risks if they cannot be fully eliminated; and
 - (c) Reduce the remaining risks by implementing appropriate risk-reducing techniques.

1.6.4 Health and Safety: Services and Operation

- 1.6.4.1 The Operator shall carry out the Services, including, without limitation the Basic Services as specified in Sections 1 3 of the Specification and Additional Services as specified in Section 4 of the Specification, in such a manner as to eliminate or minimise, as far as is reasonably practical, any health and safety risks to members of the public, the Government staff, the Operator's staff and any other third parties.
- 1.6.4.2 The Operator shall be fully responsible for the day-to-day operational aspects of health and safety while performing the Services.
- 1.6.4.3 The Operator shall inform the Government Representative as soon as practicable of any breaches in health and safety legislation and regulations, and any other health and safety incidents.
- 1.6.4.4 The Government Representative may carry out an independent investigation of any breach in health and safety legislation and regulations, and the Operator shall cooperate fully with the Government Representative in such investigations.
- 1.6.4.5 The Operator, shall throughout the Term conduct regular monitoring reviews and audits of its health and safety measures and arrangements as set out in the Operation Plan.
- 1.6.4.6 The Operator shall provide and maintain first aid kits at the Recycling Store(s), Recycling Spots and Collection Vehicle(s). For the avoidance of doubt, the Operator shall also provide first aid kits to the staff in carrying out the Additional Services.
- 1.6.4.7 The Operator shall ensure that the Recycling Store(s) and Recycling Spots operated at night-time are adequately lit at all times, the level of illumination of each part of the Recycling Store(s) and night-time Recycling Spots being consistent with the safe and effective functioning of that part of the Recycling Store(s) and night-time Recycling Spots and for security purposes at other times.

1.6.5 Health and Safety: Staff

- 1.6.5.1 The Operator shall ensure that its staff engaged in the collection and/or handling of the Designated Recyclables are provided with and wear appropriate safety clothing, which may include safety trousers with reflective strips, high-visibility waistcoats, protective overalls, and steel-toe-capped and steel-soled footwear. The following PPE shall be provided to staff for use where necessary:
 - (a) Eye protection, i.e. safety glasses / face shields;
 - (b) Hearing protection, i.e. ear muffs;
 - (c) Head protection, i.e. safety helmets;
 - (d) Hand protection, i.e. protective gloves;
 - (e) Respiratory protection, i.e. dust respirators / masks; and

- (f) Protection against cold or very hot weather, i.e. hot/ cold drinks, sunshade, other equipment set out in the inclement weather guidelines which will be provided by the Government Representative upon Project Commencement Date for the operation of Recycling Spots.
- 1.6.5.2 The Operator shall provide suitable storage space for staff to keep their PPE and other essential items (face masks, gloves and the like) in a clean and hygienic condition. The PPE shall be cleaned, maintained and replaced from time to time during the Term by the Operator and at its own cost.
- 1.6.5.3 The Operator shall ensure that its staff working with waste materials is aware of the importance of good personal hygiene to prevent infections and other health issues that may be caused by working with waste materials.
- 1.6.5.4 The Operator shall provide guidelines and display appropriate notices and instructions on personnel health precautions to be taken by its staff, the Government staff, the public and other users who enter the Recycling Store(s) at all times.

1.6.6 Health and Safety: Collection of the Designated Recyclables

- 1.6.6.1 In provision of the Services, the Operator shall take the following matters into consideration, including but not limited to:
 - (a) Potential hazards to the public and any other third parties, in particular when the operation is performed in a public area;
 - (b) Main hazards during the provision of Services:
 - (i) Vehicle / pedestrian interface;
 - (ii) Manual handling;
 - (iii) Mechanical handling (for example the use of a baler, bin loader / lifter);
 - (iv) Sharps; and
 - (v) Slips and trips.
 - (c) Eliminating or minimizing the need for vehicles to reverse;
 - (d) The proper use of flashing lights, reversing warning signals and CCTV rear viewing for reversing the vehicles;
 - (e) Tailoring the Services within certain time restrictions to minimise the number of pedestrians in the area during the collection process;
 - (f) Where materials are kerb-side loaded, the arrangements for the handling, bulking and onward transportation of materials;
 - (g) The loading of the Designated Recyclables onto vehicles, including the use of any equipment and tools, in particular the degree of manual lifting required by the Operator's staff;

- (h) Potential damage and leakage of chemical from the broken compacted fluorescent lamps and fluorescent tubes;
- (i) The leakage of any liquids from the collection of the Designated Recyclables; and
- (j) Road widths and the location of loading areas, and other restrictions, where vehicles for delivering Designated Recyclables have to park, load and/or reverse.
- 1.6.6.2 Where a vehicle delivering Designated Recyclables is parked in a public area or near/at the Recycling Store(s), the Recycling Spots, the premises joining the Housing Collection Service, and the premises in relation to Additional Services, the Operator shall have regard for the safety of pedestrians and members of the public.
- 1.6.6.3 The Operator shall carry out regular health and safety inspections of the collection of Designated Recyclables, and shall record the findings and actions taken.

1.6.7 Health and Safety: Handling of Designated Recyclables

- 1.6.7.1 In planning the handling of Designated Recyclables, the Operator shall take the following matters into consideration, including but not limited to:
 - (a) Main hazards in the operation at the Recycling Store(s):
 - (i) Poor lighting and ventilation conditions;
 - (ii) Vehicle / people interfaces;
 - (iii) Equipment and machinery that might expose workers to rotating parts, pinch points, flying particles, or sparks;
 - (iv) Poorly guarded equipment and machinery;
 - (v) Electrical short circuits, and high voltages;
 - (vi) Manual handling;
 - (vii) Mechanical handling;
 - (viii) Falls;
 - (ix) Sharps;
 - (x) Slips and trips;
 - (xi) Occupational noise, particularly when using baler for baling the Designated Recyclables;
 - (xii) Potentially hazardous liquids in Designated Recyclables;
 - (xiii) Dust, fumes, vapours and gases released by processing and treatment plant; and

- (xiv) Poor emergency procedures.
- (b) Eliminating or reducing the need to reverse vehicles;
- (c) The proper use of flashing lights, reversing warning signals and the like on vehicles:
- (d) The unloading of the Designated Recyclables from vehicles, including the use of any equipment and tools, in particular the degree of manual lifting required by the Operator's staff;
- (e) The leakage of any liquids from the handling of the Designated Recyclables;
- (f) Potential damage and leakage of chemical from the broken compacted fluorescent lamps and fluorescent tubes;
- (g) The movement of vehicles, including manoeuvring space, for the delivery of large quantities of Designated Recyclables in or out of the Recycling Store(s);
- (h) The movement and handling of the Designated Recyclables within the Recycling Store(s);
- (i) The temporary storage of the Designated Recyclables at the Recycling Store(s);
- (j) The loading of the Designated Recyclables to vehicle for dispatching to recyclable processors for further processing; and
- (k) The loading/unloading of the Designated Recyclables at the premises of recyclable processors.
- 1.6.7.2 The operation of certain items of operator's plant, including but not limited to, vehicle, balers and pallet truck, that could have inherent risks and hazards. The Operator shall use effective guards, warning signals and "danger" notices to prevent access to the dangerous parts of an item of operator's plant, or to protect against falling or ejected items.
- 1.6.7.3 The Operator shall use interlock switches on operator's plant to shut off power and prevent an item of operator's plant from starting when a guard has been opened to allow staff to inspect or maintain operator's plant, or carry out repairs. The Operator shall operate "permit-to-work" systems for the cleaning, blockage cleaning, maintenance or repair of operator's plant.
- 1.6.7.4 The Operator shall comply with the requirements of the:
 - (a) "Handbook on Guarding and Operation of Machinery" issued by the Labour Department;
 - (b) Factories and Industrial Undertakings Ordinance (Chapter 59 of the Laws of Hong Kong); and
 - (c) Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong).

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- 1.6.7.5 The Operator shall regularly maintain the equipment and machinery to ensure safe and risk free working environment.
- 1.6.7.6 The Operator shall carry out regular health and safety inspections of the handling of Designated Recyclables, and shall record the findings and actions taken.

1.6.8 Health and Safety: Fire

- 1.6.8.1 There is a potential risk of fire in the Recycling Store(s), or in any location where recyclables or waste are collected, stored or transported, in particular from accumulations of flammable materials, and this risk can be increased depending on the materials being received/collected and the manner in which they are handled.
- 1.6.8.2 The Operator shall consider the following sources of spontaneous combustion in its risk assessment:
 - (a) Poorly stored recyclables;
 - (b) Poorly maintained electrical equipment that can spark or overheat:
 - (c) Poorly maintained mechanical equipment, such as bearings, that can overheat; and
 - (d) Smoking.
- 1.6.8.3 The Operator shall provide proper access for firefighting at all times and carry out regular maintenance of the fire services installations.
- 1.6.8.4 The Operator shall carry out regular fire safety inspections, and shall record the findings and actions taken.

1.6.9 Health and Safety: Training

- 1.6.9.1 The Operator shall provide site-specific safety training courses on a regular basis throughout the Term (not less than quarterly) to its staff (and the staff of any subcontractors) engaged in the Services, including management, supervisory and operational staff.
- 1.6.9.2 The Operator shall ensure that its staff providing Services receive suitable, sufficient and relevant training; and the Operator shall keep records of all such training. The Operator shall be responsible for ensuring that its staff (including for the avoidance of doubt any sub-contractors) involved in this Project are familiar with the health and safety requirements or procedures for any task carried out as part of the Services, to safeguard the health, safety or welfare of persons visiting the Recycling Store(s), or working on the Services; and to keep abreast of these requirements by attending relevant training sessions or by reference to appropriate safety procedures.

1.7 THE SERVICES

1.7.1 General

- 1.7.1.1 The Operator shall carry out the Services as described in the Project, and carry out such other Services that may be instructed from time to time by the Government Representative in accordance with the Project. For the avoidance of doubt, unless with prior written approval of the Government Representative, all the equipment, tools, Collection Vehicle(s), the Recycling Store(s) and any materials in this association required to be provided under the Specification shall be used exclusively for the purpose of the Project. However, the Operator may utilise other resources shared among its other businesses and operations to further enhance the Services of the Project.
- 1.7.1.2 The Operator in carrying out the Services shall provide, including but not limited to:
 - (a) the necessary labour, insurance, services, goods, equipment, tools and materials;
 - (b) the costs and expenses of all licensing (excluding rental licensing) and utility services for the Recycling Store(s) (including but not limited to, chilled water charges, electricity, telephone, internet connection, water supply, waste disposal and sewage charge);
 - (c) not used;
 - (d) the costs and expenses for procurement, repair and maintenance of all equipment, parts and component units for operation of the Recycling Store(s);
 - (e) the costs and expenses for providing recycling bins, equipment and gears under housing collection service; and
 - (f) the costs and expenses for delivering collected Designated Recyclables to approved recyclable processors for further processing.
- 1.7.1.3 The Operator shall liaise effectively with the Government Representative and any other service providers commissioned by the Government Representative to perform other services related to the collection of the Designated Recyclables. While the responsibilities of individual service providers and contractors are clearly set out in their contractual terms, the Operator shall, where necessary, collaborate and work with other service providers commissioned by the Government Representative in a co-operative manner.
- 1.7.1.4 The Operator shall provide proactive and responsive service delivery to support the policy objectives of the ECF or Government, and to foster continuous service improvement in line with best value.
- 1.7.1.5 The Operator shall systemise the Services provision methodology, with procedural documentation, and records of Services provided, which shall be subject to audit by means of performance monitoring.
- 1.7.1.6 Not used.

1.7.1.7 During the Term, upon the request of the Government Representative, the Operator shall within the time specified by the Government Representative provide breakdown of costs for provision of Services under the Project (including but not limited to staff costs, utility costs, costs of consumables, logistic costs and handling costs of collected Designated Recyclables for operating the Recycling Store(s), Recycling Spots and Housing Collection Services) to the Government Representative. The Government Representative may, in his opinion, use the cost breakdown as the basis for variation of Project.

1.7.2 Staffing

- 1.7.2.1 The Operator shall provide and meet the following basic staffing requirements during the Term for effective delivery of the Services under the Project:
 - (a) One (1) manager for each individual Project, who shall be engaged full-time under the Project and be responsible for delivery of the Services under the Project. The manager shall have an aggregate of at least one (1) year's experience in waste / recyclable collection or recycling in a capacity of not lower than managerial level in non-governmental organisations and/or the public sector and/or the private sector (such experience shall be on a full-time basis). The manager shall report for duty no later than thirty (30) days after the Project Commencement Date.
 - (b) One (1) supervisor for each individual Store, who shall be engaged full-time under the Project and shall be responsible for supervising the Services. The supervisor shall have an aggregate of at least one (1) year's experience in frontline operation of waste / recyclable collection or recycling. The supervisor(s) shall report for duty no later than sixty (60) days after the Project Commencement Date.
 - (c) Sufficient supporting staff for the manager and the supervisor(s) to effectively deliver the Services required under the Project.

Notwithstanding the above, the Operator shall ensure that a sufficient number of staff is provided for the respective parts of the Services at all time during the operation.

- 1.7.2.2 The Operator shall submit a plan that describes the staff organisation proposed for the delivery of the Services, which shall form part of the Operation Plan.
- 1.7.2.3 The organisation shall cover all aspects and the functions, responsibilities and authority of each of the Operator's supporting personnel at corporate level and the key personnel under the Project (the key personnel shall include: the manager, and the supervisor(s) as required under Section 1.7.2.1 of the Specification), and other supporting staff, and including but not limited to the means of communication throughout the staff organisation.
- 1.7.2.4 In the event that the Operator is unable to provide or maintain any key personnel as identified in the Project Proposal included in its Application Form, it shall report to the Government Representative as soon as practicable and propose a substitute staff member having qualifications and experience no less favourable, or better, than the staff member identified in its Application Form for consent by the Government Representative.

- 1.7.2.5 Further to Section 1.7.2.4 of the Specification, in the event that the staff identified in Sections 1.7.2.1(a) and (b) of the Specification are not able to report for duty by the date stipulated in Section 1.7.2.1, the Operator shall deploy equivalent staff on a temporary basis with equivalent qualifications and experience until the full-time permanent staff assume their positions. Without prejudice to any other rights or remedies of the Government Representative under the Project, at law or otherwise, in the event that the Operator fails to provide temporary and/or permanent staff by the due date as stipulated in Sections 1.7.2.1(a) and (b) to the satisfaction of the Government Representative, the Government Representative will be entitled to withhold payments.
- 1.7.2.6 Without prejudice to any other rights or remedies of the Government Representative under the Project, at law or otherwise, in the event that either one of the positions of manager or supervisor(s) identified in Sections 1.7.2.1(a) and (b) has not been filled by a full-time permanent staff to the satisfaction of the Government Representative for a period more than ninety (90) days during the Service Period, the Government Representative may deduct the payment of payment items No. 5, 7, 9, 11 and 14 of the "Schedule of Fees for Basic Services" (Table 3.1 of *Annex IV Payment Arrangement*) in accordance with Section 3.9.2.2 of the Specification for the monthly period which such failure occurs and each subsequent monthly period during the Service Period in the event that such failure continues throughout the subsequent monthly period, until the position is filled by a full-time permanent staff to the satisfactory of the Government Representative within the corresponding monthly period.
- 1.7.2.7 The Operator shall submit, for the Government Representative's approval, the name, age, nationality, qualification and experience in a detailed curriculum vitae of each of the key personnel in the organisation, prior to their commencing work on the Project.
- 1.7.2.8 Any changes or additions to either the organisation or key personnel shall be subject to the prior consent of the Government Representative.
- 1.7.2.9 The Operator shall maintain adequate staffing levels and ensure that appropriately qualified, experienced and competent staff are employed to carry out the Services in accordance with the Project. The Operator shall ensure that its staff are trained for their particular tasks, including appropriate safety training in the operation of the operator's plant and equipment, and it shall ensure that an appropriate level of staff continuity is provided. The Operator shall provide refresher training for its staff to ensure that their knowledge is up-to-date for their particular tasks.
- 1.7.2.10 For Services where there are legal requirements governing the staff that carry out such Services, the Operator shall ensure that the qualifications and experience of its staff (including for the avoidance of doubt any sub-contractors) comply with the relevant requirements. These include, without limitation, the requirements specified by:
 - (a) Security and Guarding Services Ordinance (Chapter 460 of the Laws of Hong Kong);
 - (b) Fire Safety (Buildings) Ordinance (Chapter 572 of the Laws of Hong Kong);
 - (c) Road Traffic (Parking on Private Roads) Regulations (Chapter 374O of the Laws of Hong Kong);

- (d) Immigration Ordinance (Chapter 115 of the Laws of Hong Kong):
- (e) Employment Ordinance (Chapter 57 of the Laws of Hong Kong); and
- (f) Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong).
- 1.7.2.11 The Operator shall keep appropriate records of its staff employed for the Services. These shall be available for inspection by the Government Representative at any reasonable time.
- 1.7.2.12 The Operator shall not employ any personnel who are illegal immigrants or foreign nationals working illegally.
- 1.7.2.13 The Government Representative is entitled to refuse to permit the engagement for the Services of any person employed by the Operator, or by the Operator's subcontractors, whose engagement will, in the reasonable opinion of the Government Representative, be undesirable.

1.7.3 Training

- 1.7.3.1 The Operator shall train its supervisory staff and operatives, and keep its supervisory staff and operatives trained for the delivery of the Services, including but not limited to:
 - (a) Procedures to be implemented in any emergency situation, including power failure, fire or accident of any kind; such procedures to be referred to as "Emergency Procedures";
 - (b) Safe, effective and efficient provision of the Services, including the basic rules and understanding of the individual aspects of the Services;
 - (c) Safe, effective and efficient use of the equipment and the machinery;
 - (d) Customer service training for the frontline staff;
 - (e) Avoidance of environmental impacts and the control of pollution;
 - (f) Legislation in relation to delivery of the Services; and
 - (g) Relevant procedures included in the Operation Plan.
- 1.7.3.2 The Operator shall ensure that its staff, its sub-contractors and their employees at the Recycling Store(s), and engaged in the Services are supervised at all times by a responsible person fully trained in the required safety procedures. The Operator shall arrange its staff to attend the training recommended or provided by the Government Representative (if any) as instructed by the Government Representative.
- 1.7.3.3 The Operator shall provide written instructions to its staff taking into account their general and specific responsibilities in respect of the Services and maintain records of the training provided for each member of staff.

1.8 OPERATION PLAN

1.8.1 General

- 1.8.1.1 The Operator shall submit to the Government Representative for consent an Operation Plan describing the arrangements for the delivery of the Services. Without prejudice to Section 3.15 of the Specification, the Operation Plan shall include, without limitation, details of the following as described in the relevant Section of the Specification:
 - (a) Plan for staff organisation (Section 1.7.2.2) and supervisory management on provision of the Services; and
 - (b) Plan for (i) operating the Recycling Store(s), and (ii) provision of the Services under the Project (Section 3.15).

1.9 REPORTING

1.9.1 General

- 1.9.1.1 The Operator shall keep records and provide reports to the Government Representative on a regular basis. Such records and reports shall be correctly and duly prepared to the satisfaction of the Government Representative with all necessary supporting documents as set out in the Specification for verification. In the event that the Operator fails to submit correctly and duly prepared reports with all necessary supporting documents relating to the performance of the Services in accordance with this Section 1.9.1.1, the Government Representative is entitled to withhold payment of all or any of the sums due, or such part thereof, as the Government Representative deems appropriate.
- 1.9.1.2 The Government Representative will monitor the Operator's performance and, where necessary, give instructions to the Operator.

1.9.2 Objectives

- 1.9.2.1 The Operator shall keep records and provide reports to the Government Representative to meet the following objectives, without limitation:
 - (a) To provide information on the types and quantities of the Designated Recyclables collected at the Recycling Store(s) and from other Basic Services;
 - (b) To provide information on the types and quantities of the Designated Recyclables collected from the Additional Services;
 - (c) To provide information on the types and quantities of the Designated Recyclables transferred to approved recyclable processors for further processing;
 - (d) To provide information on the quantity of waste materials arising from the operations of the Services, which are either recycled or disposed of at an approved waste disposal facility;

- (e) To provide information on the promotional, educational or recycling/collection activities arranged;
- (f) To provide information on the expenditure items to be reimbursed;
- (g) To provide information on incidents, complaints and enquiries, and other problems related to the operation/Services;
- (h) To provide information on accidents, malfunctioning of equipment and other problems related to the operation/Services;
- (i) To report issues or problems that may require improvement;
- (j) To provide information on the number of visitors of each Store and each session of individual Recycling Spot;
- (k) To provide information related to the implementation of the Participation Incentive Scheme:
- (I) To provide information on the revenue from the sales of recyclables, if any; and
- (m) To provide suggestions on mitigation measures in the event of non-compliance with the Operational Performance Requirements occurred in the reporting period.

1.9.3 Performance Requirements: Daily Reporting

- 1.9.3.1 The Operator shall input recyclable recovery data on a daily basis during the Service Period using the e-platform provided or designated by the Government Representative, unless otherwise as agreed with or instructed by the Government Representative.
- 1.9.3.2 The recyclable recovery data referred in Section 1.9.3.1 above shall include but not limited to:
 - the daily quantities of each type of Designated Recyclables collected at each Recycling Store;
 - the daily quantities of each type of Designated Recyclables collected at each Recycling Spot;
 - the daily quantities of each type of Designated Recyclables collected at each premises joining the Housing Collection Service;
 - the daily quantities of each type of Designated Recyclables collected at each Community Collection Point (if applicable);
 - the daily quantities of each type of Designated Recyclables collected at each location joining the Off-site Collection Service (if applicable); and

- the daily quantities of waste materials sorted out from the collected Designated Recyclables to be disposed of to an approved waste disposal facility.

1.9.4 Performance Requirements: Monthly Reporting

- 1.9.4.1 The Operator shall prepare a monthly report for every month of the Service Period, reporting the recyclables recovered in a particular month and other information as set out in Section 1.9.4.3 below.
- 1.9.4.2 The templates of the monthly report will be provided by the Government Representative upon Project Commencement Date for Operator's reference and will be updated from time to time, where detailed contents of the monthly report shall be agreed by the Government Representative. Such monthly report shall be submitted within one (1) week of the end of each reporting month. The report shall be written in either English or Chinese.
- 1.9.4.3 The monthly report shall include but not limited to the following information:
 - (a) Summary of recyclables recovered, including:
 - the monthly quantities of each type of Designated Recyclables collected at each Recycling Store;
 - the monthly quantities of each type of Designated Recyclables collected at each Recycling Spot;
 - the monthly quantities of each type of Designated Recyclables collected at each premises joining the Housing Collection Service;
 - the monthly quantities of each type of Designated Recyclables collected at each Community Collection Point (if applicable);
 - the monthly quantities of each type of Designated Recyclables collected at each location joining the Off-site Collection Service (if applicable);
 - the monthly quantities of each type of Designated Recyclables delivered to recyclable processors;
 - the monthly quantities of waste materials sorted out from the collected Designated Recyclables disposed of to an approved waste disposal facility;
 - the monthly number of public enquiries and complaints received;
 - the monthly number of visitors to each Recycling Store;
 - the monthly number of visitors to the Recycling Spots; and
 - the monthly count of provision/ operation of Recycling Spots, Housing Collection Service, Community Collection Point (if applicable), Off-site Collection Service (if applicable), man-hour of customer service provided at each Store(s), and number of additional operating hours of Store in self-service mode (if applicable).

- (b) Information about the general operation of the Recycling Store(s), including the number of working days of each Recycling Store, the locations and schedule of setting up the Recycling Spots, lists of premises joining the Housing Collection Service, lists of Community Collection Points, operation/service to be cancelled/affected/ re-arranged under adverse weather condition;
- (c) Information about the promotional, educational or recycling/collection activities arranged in the reporting month and the photo records for each activity (if applicable);
- (d) A summary of the revenue derived from the sale of recyclables;
- (e) A summary of public enquiries received during the reporting month and the nature of the enquiries;
- (f) A summary of public complaints received during the reporting month, and the subsequent response to the complaints;
- (g) Supporting documents for the reimbursed item(s) under this Project;
- (h) Photo records for the Basic Services and Additional Services;
- (i) Reports on any incidents that affected the normal operation of the Recycling Store(s) and any Services under the Project (such as weather damage, theft and vandalism in respect of the Recycling Store(s), serious incidents involving the calling of police and/or ambulance, etc.);
- (i) Reports of any accidents occurred in the month; and
- (k) Any other information as requested by the Government Representative.

1.9.5 Performance Requirements: Quarterly Reporting

- 1.9.5.1 The Operator shall prepare a quarterly report for every quarter (i.e. three (3) months) of the Service Period to include statistical figures and any other information as required by the Government Representative.
- 1.9.5.2 The template of the quarterly report will be provided by the Government Representative upon Project Commencement Date for Operator's reference and will be updated from time to time, and the detailed contents of the quarterly report shall be agreed by the Government Representative. The quarterly report shall be submitted within one month of the end of each reporting quarter. The report may be prepared in either English or Chinese.
- 1.9.5.3 The quarterly report shall include but not limited to the following information:
 - (a) Summary of the following information: -
 - the quarterly count of visits to each Recycling Store;
 - the quarterly count of each session of Recycling Spots provided;

- the quarterly count of Housing Collection Points; and
- the quarterly quantities of each type of Designated Recyclables collected.
- (b) Information about the general operation of the Recycling Store(s), Recycling Spots, Housing Collection Service and smart recycling devices provided by the Government Representative;
- (c) Information about the progress of Innovative Suggestions (if any);
- (d) Information about compliance with environmental ordinances; and
- (e) Any other information as requested by the Government Representative.

1.9.6 Regular Reporting

1.9.6.1 The Operator shall submit to the Government Representative the reports listed in Tables 1.2 and 1.3.

Table 1.2: Regular Reports to be submitted to the Government Representative

Item No.	Submission	Contents	Submission Interval	Reference
1	Daily report	To report the daily recyclable recovery data in relation to the Services	Daily basis or otherwise agreed with or instructed by the Government Representative	Sections 1.9.3.1 and 1.9.3.2
2	Monthly report	To report the quantities of recyclable recovered and other performance of the Services in accordance with the Specification	Monthly basis within one (1) week of the end of each reporting month	Sections 1.9.4.1 to 1.9.4.3
3	Quarterly report	To report the general performance of the Services and progress of Innovative Suggestions in accordance with the Specification	Quarterly basis within one (1) month of the end of each reporting quarter	Sections 1.9.5.1 to 1.9.5.3
4	Calibration proof of weighing system	To prove that the weighing system has been calibrated in performing the Services	Before the Store Commencement Date	Section 2.2.6.6

Table 1.3: Other Plans, Reports and Submissions to the Government Representative

Item No.	Submission	Contents	Submission Interval	Reference
1	Operation Plan	To describe the arrangements for the delivery of the Services	Draft Operation Plan shall be submitted within twenty- eight (28) days of the Project Commencement Date	Section 1.8
			Finalised Operation Plan shall be submitted and approved by the Government Representative within two (2) months of the Project Commencement Date, unless otherwise agreed with the Government Representative	
2	Work plan for the Additional Services	To describe the arrangement for the delivery of the Additional Services	Within one (1) month after receiving the instruction from the Government Representative on provision of the Additional Services	Sections 4.2.1.2, 4.4.1.1, 4.5.1.2 and 4.11.1.1
3	Completion report	To report and conclude the overall performance of the Project throughout the Term (including any financial information of the Project)	Within two (2) months of the end of Term	General Conditions of Grant

1.10 PERSONAL DATA PRIVACY

1.10.1 **General**

- 1.10.1.1 The Operator shall comply with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). To fulfil this requirement:
 - (a) The Government Representative shall be entitled to audit and inspect how the Operator handles and stores personal data;
 - (b) The Operator shall ensure immediate reporting of any loss of documents, sign of abnormalities (e.g. audit trail shows unusual frequent access of the personal data entrusted to the Operator by a staff member at odd hours), or security breaches to the Government Representative:
 - (c) The Operator shall not use or disclose to any person any personal data received by or made known to it in relation to the Services for a purpose other than for the purpose of the Services;
 - (d) The Operator shall ensure that it has personal data protection policies and procedures in place, and that it provides appropriate training to its relevant staff to ensure that its staff carry out the security measures and comply with the obligations under the Project regarding the handling of personal data;

- (e) The Operator shall ensure security measures, including providing adequate training on personal data protection, granting of access rights to personal data on a need-to-know basis and having adequate physical controls (e.g. alarms, locks and CCTV) to its offices/sites, are in place and the Operator is obligated to protect the personal data by complying with the data protection principles; and
- (f) Upon the completion or termination of the Services or when the personal data is no longer required for the purpose of the Services, the Operator shall return the data to the Government Representative in a timely manner, and destruct or delete the personal data from its records.

1.11 STAFF UNIFORMS AND PPE

1.11.1 Staff uniforms

- 1.11.1.1 Staff uniforms will be provided by the Government Representative. The Operator shall make timely requests to the Government Representative to ensure that its staff are provided with sufficient sets of tidy and clean uniforms. From time to time during the Term, the uniforms shall be cleaned and maintained by the Operator at its cost, and replaced upon reasonable requests from the Operator and subsequent arrangement by the Government Representative. All new and unused uniform shall be returned to the Government Representative upon the completion of the Project.
- 1.11.1.2 The Operator shall ensure that its staff, its sub-contractors, their employees and volunteers properly wear the uniforms when they are performing the Services.

1.11.2 PPE

1.11.2.1 The Operator shall ensure that its staff are provided with appropriate PPE in accordance with Section 1.6.5 of the Specification. The Operator shall be responsible for cleaning, maintaining and replacing the PPE as needed during the Term at its own cost.

1.12 ACCEPTANCE OF DONATION

1.12.1.1 For any donation, whether in the form of money, goods or service, made to the Operator under the title of this Project, the Operator shall seek for approval of the Government Representative before acceptance of the donation. The Government Representative may reserve the right to reject any requests from the Operator for acceptance of donations under the title of this Project.

1.13 BRANDING GUIDELINES

- 1.13.1.1 The Operator shall conform to the branding guidelines with requirements, including but not limited to the following areas for setting up and operation of the Recycling Store(s), Recycling Spots and other collection services:
 - (a) interior and exterior setting up of Recycling Store(s), including cleanliness and tidiness of the indoor and outdoor environment:
 - (b) promotional material design and display, e.g. posters, flyers;

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- (c) stationery design and use, e.g. letterhead, name cards, shop cards, stamp;
- (d) promotional videos broadcast;
- (e) social media page;
- (f) staff uniform;
- (g) setting up of Recycling Spots;
- (h) setting up of collection points in off-site premises; and
- (i) design and use of delivery vehicles.
- 1.13.1.2 The branding guidelines will be provided by the ECF Committee or Government Representative for reference upon Project Commencement Date. The branding guidelines may be updated by the ECF Committee or Government Representative from time to time and the Operator shall follow the latest version.

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2.1 SCOPE OF SETTING UP

2.1.1 General

2.1.1.1 The Operator shall set up Recycling Store(s) (comprising the Store(s) (Shop A) and the Workshop(s) (Shop B)), the Recycling Spots and Housing Collection Points within the Service Area (or other areas within the District Council district(s) where the Service Area is located as instructed by the Government Representative).

2.1.2 Objectives

- 2.1.2.1 The Operator shall meet the following objectives, without limitation:
 - (a) Except in the case of Section 2.1.2.1(b) below, to identify and rent a premises within the Service Area for setting up Shop A; and identify and rent a premises within the Service Area or other area agreed by the Government Representative for setting up Shop B;
 - (b) In the case of GREEN@ABERDEEN and GREEN@TSING YI, to rent a premises as designated by the Government Representative or instructed in writing by the Government Representative within the Service Area for setting up Shop A; and to identify and rent another appropriate premises within the Service Area or other area agreed by the Government Representative for setting up Shop B;
 - (c) Not used:
 - (d) To provide renovation for Shop A and Shop B for supporting the operation of the Recycling Store(s); and
 - (e) To set up Recycling Spots and Housing Collection Points for collection of Designated Recyclables within the Service Area (or other areas within the District Council district(s) where the Service Area is located upon the instruction of the Government Representative).

2.2 GENERAL REQUIREMENTS OF SETTING UP FOR THE RECYCLING STORE(S)

2.2.1 General

2.2.1.1 The Operator shall engage a contractor within fourteen (14) days after the Project Commencement Date to carry out interior design and associated renovation works for Shop A and Shop B, and submit a renovation plan for each Shop A and Shop B as required in this Section 2.2. The contractor shall maintain a close communication with the design contractors on the branding of GREEN@COMMUNITY appointed by the Government Representative to finalise the renovation plan for setting up the Recycling Store(s) as soon as practicable.

2.2.2 Rental of Shop A (the Store(s))

- 2.2.2.1 This Section 2.2.2 applies to all Projects except in the case of GREEN@ABERDEEN and GREEN@TSING YI.
- 2.2.2.2 The Operator shall make preparation in accordance with the renovation guidelines on Recycling Store which will be provided by the Government Representative upon Project Commencement Date, to identify and propose suitable premises as soon as reasonably practicable after the Project Commencement Date for setting up Shop A individually. The Operator shall submit all relevant information and practicable mitigation measures (if any) regarding the proposed premises for the general operations of individual Shop A upon request by the Government Representative to facilitate consideration of the suitability of the locations of the premises. The requirements on the premises for setting up Shop A include, without limitation, the following:
 - (a) it shall deploy the existing premises of the Recycling Stores as set out in *Appendix D to Annex III Project Specification*, as far as possible, unless otherwise instructed by the Government Representative;
 - (b) it shall be located within the Service Area and at street level, as far as possible, with convenient access for the public;
 - (c) the saleable floor area of the premises shall be at least 600 ft² as far as possible or otherwise agreed with the Government Representative;
 - (d) it shall be located, as far as possible, on relatively busy streets and in close proximity to the residential areas primarily comprising single block buildings
 - (e) it shall be located, as far as possible, on or adjacent to streets where loading and unloading of goods and parking of vehicles are allowed; and
 - (f) in the case of GREEN@MUI WO, the Operator shall set up Shop A at Mui Wo area as specified in drawing no. PS/ED/012 at Appendix A to Annex III Project Specification, unless otherwise agreed with or instructed by the Government Representative.
- 2.2.2.3 In the event that Shop A is to be set up on a new premises (i.e. a location different from the existing Recycling Store(s)) as agreed or instructed by the Government Representative, the Operator shall submit proposals for at least three (3) potential premises for individual Shop A with recommendations for the premises to be rented, for approval of the Government Representative before proceeding with the rental of the premises. The proposals shall include detailed information of the premises, including, but not limited to, the address, photos, rent, saleable area, ceiling height, permitted use(s) of the premises, floor plan, locations for loading and unloading of goods, any specific requirements from the landlord.
- 2.2.2.4 In the event that Shop A is to be set up on the same premises of the existing Recycling Store(s) as agreed by the Government Representative, the Operator shall submit rental quotation for each of the premises for agreement of the Government Representative before proceeding with the rental of the premises.

- 2.2.2.5 Apart from Sections 2.2.2.3 and 2.2.2.4 above, the Government Representative may instruct the Operator to relocate Shop A to premises designated by the Government Representative, which may including, but not limited to, Mass Transit Railway Station under MTRC, public market under FEHD (hereinafter referred as "designated venue"). In such case, Section 2.2.3 shall apply as referred in Section 2.2.3.1.
- 2.2.2.6 The Government Representative's decision on the location(s) for Shop A shall be final in the absence of manifest error. The factors that the Government Representative will consider in granting approval, include, without limitation, the following:
 - (a) the distance of the proposed premises from the existing Recycling Stores, Recycling Stations and other community recycling facilities;
 - (b) the potential impact of operating a Store on the premises and its effects on the public and neighbouring areas, including transportation of recyclables through a busy pedestrian walkway, in particular, those within a shopping centre;
 - (c) the availability of loading and unloading areas within a reasonable distance from the premises;
 - (d) the configuration of the premises meeting the branding requirements of GREEN@COMMUNITY, including the width of the shop front, ceiling height and neighbourhood conditions; and
 - (e) other operation and branding requirements considered necessary by the Government Representative.
- 2.2.2.7 Premises floor plan(s) of individual Shop A with proper dimension information shall be submitted by the contractor engaged in accordance with Section 2.2.1.1 within seven (7) days upon confirmation of the location of the premises. The Operator shall also enter into a rental agreement with the owners of the approved premises as soon as practicable so as to ensure that the renovation work can be timely completed in accordance with Section 2.2.6.4. The rental period of the rental agreement shall cover the entire Service Period.

2.2.3 Rental of Shop A (the Store(s)) at Designated Venue(s)

- 2.2.3.1 This Section 2.2.3 applies to the following Projects:
 - (i) GREEN@ABERDEEN and GREEN@TSING YI; and
 - (ii) Project where the Operator is instructed by the Government Representative to rent a designated venue for setting up Shop A in accordance with Section 2.2.2.5.
- 2.2.3.2 For GREEN@ABERDEEN, the designated venue refers to the premises on the first floor or any other premises in Aberdeen Market, 203 Aberdeen Main Road, Aberdeen as designated by the Government Representative for rental of Shop A. For GREEN@TSING YI, the designated venue refers to the shop no. 208 or any other shop in Tsing Yi Mass Transit Railway Station as designated by the Government Representative for rental of Shop A.

- 2.2.3.3 Upon instruction by the Government Representative in writing, the Operator shall enter into a rental agreement with the owner of the designated venue (hereinafter referred as "facility owner") for setting up Shop A as soon as reasonably practicable. The Operator shall prepare and submit premises floor layout plan(s) of individual Shop A with proper dimension information upon renting the premises, with the assistance from the contractor engaged in accordance with Section 2.2.1.1. Such plans and drawings, if related to the renovation works, shall be approved in writing by the facility owner.
- 2.2.3.4 The Operator shall, at its own cost, perform any further actions or execute any further document(s) (or ensure that the same are performed or executed) as may be required by the facility owner to give full effect to the provisions of the rental agreement and shall provide all such documents to the facility owner within such a period as may be agreed by the facility owner in writing, if required. This may include attending fitting-out briefing by the facility owner, and / or providing surety deed / bank guarantee / deed of guarantee and indemnity, as required by the facility owner for the rental, set up, operation and management of individual Shop A.
- 2.2.3.5 The Operator shall comply with the procedures and guidelines of the facility owner in setting up and renovating Shop A, including but not limited to, compliance with the maximum floor loading limits, renovation hours, and delivery arrangement at the designated venue. The Operator shall notify the Government Representative and the facility owner immediately for any violations. Incident reports shall be submitted to the Government Representative upon request.

2.2.4 Rental of Shop B (Workshop(s))

- 2.2.4.1 Not used.
- 2.2.4.2 The Operator shall make preparation in advance to identify and propose suitable premises for setting up individual Shop B within one (1) month after the Project Commencement Date. The Operator shall submit all relevant information and practicable mitigation measures (if any) regarding the proposed premises for general operations of Shop B upon request by the Government Representative to facilitate consideration of the suitability of the locations of the premises. The requirements on the premises for setting up Shop B include, without limitation, the following:
 - (a) it shall be located within the Service Area as far as possible unless otherwise agreed by the Government Representative;
 - (b) the saleable floor area shall be around 1,500ft² or otherwise agreed with the Government Representative, for exclusive use of the Project, unless with prior written approval of the Government Representative, and it shall be segregated clearly from any businesses or operations not related to the Project:
 - (c) it could be located in connection with or adjacent to Shop A, or at a separate location; if it is located at a separate location, it shall be, as far as practicable, located at less busy areas with lower rental rate, e.g. industrial areas;
 - (d) it could be located on street level or upper floor;

- (e) using of a baler specified in the Specification Section 2.2.6.1u shall be allowed unless otherwise agreed by the Government Representative; and
- (f) loading and unloading of goods shall be allowed in the nearby area.
- 2.2.4.3 The Operator shall submit rental proposals for at least three (3) potential premises for individual Shop B with recommendations for the premises to be rented, for approval of the Government Representative before proceeding with the rental of the premises, or rent the designated venue(s) as instructed by the Government Representative. The proposals shall include detailed information of the premises, including but not limited to, the address, photos, rent, saleable area, ceiling height, permitted use(s) of the premises, floor plan, location for loading and unloading of goods, requirements from the landlord. The Government Representative's decision of the location for individual Shop B shall be final in the absence of manifest error. The factors that the Government Representative will consider before granting approval, including, without limitation, the following:
 - (a) the distance of the proposed premises from Shop A;
 - (b) the potential impact of the renovation works on the proposed premises on the public and the neighbouring areas, such as dust, noise, waste and water;
 - (c) the potential impact of the operation of a Workshop on the premises on the public and the neighbouring areas, such as transportation of recyclables through a busy pedestrian walkway, in particular, those within a shopping centre:
 - (d) the availability of loading and unloading area within a reasonable distance from the premises; and
 - (e) other operation and branding requirements considered necessary by the Government Representative.
- 2.2.4.4 The Operator shall submit the floor plan(s) of individual Shop B with proper dimension information, with the assistance of the contractor engaged in accordance with Section 2.2.1.1 of the Specification within seven (7) days upon confirmation of the location of the premises. The Operator shall also enter into rental agreement with the owners of the premises as soon as practicable so as to ensure that the renovation works can be timely completed in accordance with Section 2.2.6.4 of the Specification. The rental period of the rental agreement shall fully cover the Service Period.

2.2.5 Not used

2.2.6 Renovation of the Recycling Store(s)

2.2.6.1 The Operator shall provide renovation of individual Shop A and Shop B in accordance with the latest renovation guidelines on Recycling Store which will be provided by the Government Representative upon Project Commencement Date and as updated from time to time and any other design details advised by the Government Representative. The requirements on the renovation works for Shop A and Shop B shall include, without limitation, the following:

Renovation of Shop A (the Store(s))

- a proper layout for setting up various components properly inside each Shop A, including, but not limited to, an open area for public recycling and a temporary storage area;
- b. an open area for public recycling with at least 70% of the saleable size of the shop located at the part of the shop facing the main entrance. The open area shall be equipped with the following, without limitation:
 - (i) sorting table(s);
 - (ii) feature lights over the sorting table(s);
 - (iii) feature walls with branding graphics;
 - (iv) a set of recyclable collection cabinets for collecting the Designated Recyclables separately, of which the doors shall be made with powder coated galvanized mild steel (GMS);
 - (v) a washing basin;
 - (vi) a water dispenser;
 - (vii) sufficient number of balance(s) as instructed by the Government Representative;
 - (viii) an appropriate number of smart balance(s), if requested and provided by the Government Representative;
 - (ix) not used;
 - (x) a reverse vending machine (RVM), if requested and provided by the Government Representative;
 - (xi) smart recycling bin(s), if requested and provided by the Government Representative;
 - (xii) a visitor counting system in compliance with the specifications which will be provided by the Government Representative upon Project Commencement Date, which will be handed over from the existing operator if available.

The open area shall feature a simple and welcoming design and the details will be specified in the interior design guidelines provided by the Government Representative after the Project Commencement Date;

- c. except in the case of GREEN@ABERDEEN and GREEN@TSING YI, the main entrance of the shop shall be installed with transparent glass doors while other sides of the premises wherever facing pavements shall also be installed with transparent glass doors or transparent glass walls as far as practicable;
- d. not used;

- e. suitable grade of tiles, paints and durable materials as agreed with the Government Representative shall be used for the wall, the ceiling/ suspended ceiling and the floor of the premises. For the avoidance of doubt, the Operator shall accommodate as far as practicable the renovation guidelines which will be provided by the Government Representative upon Project Commencement Date or other operation and branding requirements advised by the Government Representative, including, without limitation, alternation of the existing fire system if required;
- f. a floor area of about 10ft² shall be set aside for placing recyclable collection container(s) for collecting Designated Recyclable outside the operating hours of the Recycling Store. This area shall be compartmentalisation from other areas of Shop A is required so as to allow public access outside the operating hours, unless otherwise agreed with the Government Representative. For GREEN@TSING YI, such floor area is not required if Shop A remains at its existing location;
- g. in the event that the Operator is instructed by the Government Representative or decides to collaborate with a glass management contractor appointed by EPD for collection of glass bottles, it shall procure sufficient designated containers for glass bottles at its own cost in accordance with detailed specifications provided by the Government Representative on the Project Commencement Date. The Operator shall indicate in its Operation Plan the number of such containers to be provided and space required to accommodate these containers;
- h. provision of a comfortable environment for the public and staff, including, but not limited to, the provision of good ventilation and air conditioning in the shop;
- i. provision of all necessary equipment and furniture for setting up the components of the shop and facilitating the operations of Recycling Store with the style specified by the Government Representative;
- j. provision of a weighing system for recording the amount of Designated Recyclable collected;
- k. calibration of the weighing system with proof;
- I. provision of a signboard with a light box logo specified by the Government Representative on the exterior façade of the shop. For avoidance of doubt, the Operator shall ensure that the installation of the light box logo complies with the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and shop owner's terms and conditions, and make necessary application(s) to Government authority(ies) at its own cost;
- m. provision of shop front and interior stickers, wall graphics, notice board(s), poster board(s), publicity display materials and stands, and recyclable sorting baskets following the branding design provided by the Government Representative;

- n. no less than four (4) CCTVs inside the shop and two (2) CCTVs outside the shop, or appropriate number of CCTVs in specific locations as instructed by the Government Representative and with specific specifications set out in Section 2.2.6.11;
- provision of appropriate number of telephone line (including wireless telecommunication lines, subject to the agreement of the Government Representative), power sockets and data points (including internet services for operating smart recycling devices);
- p. provision of digital devices, including a digital screen and tablet(s) in the open area of the shop for showing publicity videos and notices; and
- q. provision of plants for decorating the open area of the shop as instructed by the Government Representative.

Renovation of Shop B (Workshop(s))

- r. a proper layout for setting up various components properly inside Shop B, including, but not limited to, a storage area, an office area and a handling area accommodating equipment for sorting and packing of the collected Designated Recyclables;
- s. suitable grade of tiles, paints and durable materials shall be used for the wall, the ceiling and the floor of the shop;
- t. provision of a comfortable environment for the staff, including, but not limited to, the provision of good ventilation and air conditioning in the shop;
- u. provision of a vertical hydraulic baler if instructed by the Government Representative, with a recommended capacity of 30-T or higher, or other specifications as approved by the Government Representative, for baling of Designated Recyclables;
- v. provision of a weighing system for recording the amount of Designated Recyclables collected;
- w. calibration of the weighing system with proof;
- x. provision of at least one (1) CCTV inside the shop and one (1) CCTV outside the shop, or appropriate number of CCTVs at specified locations as instructed by the Government Representative and with specific specifications set out in Section 2.2.6.11;
- y. provision of appropriate number of power sockets;
- z. provision of a signboard with logo graphic specified by the Government Representative on the exterior façade of the shop; and
- aa. provision of all necessary equipment and furniture for setting up the components of Shop B described in Section 2.2.6.1r.

The Operator shall adopt practicable preventive measures for the renovation to minimize any possible nuisances to the public and neighbouring areas.

- 2.2.6.2 Not used.
- 2.2.6.3 The Operator shall submit a finalised renovation plan for individual Shop A and Shop B and the completed forms which template will be provided by the Government Representative upon Project Commencement Date for Shop A covering all the requirements of the renovation works as stated in Section 2.2.6.1 to the Government Representative's within thirty (30) days upon the confirmation of the premises for Shop A and/or Shop B. For the avoidance of doubt, the finalised renovation plan shall include, without limitation, the floor layout plan(s), all respective interior elevation drawings, a shopfront exterior elevation drawing, a reflected ceiling plan, an information list of all selected materials and furniture. Subject to the Government Representative's consent on the finalised renovation plan, the Operator shall commence the renovation works as soon as practicable, unless otherwise instructed by the Government Representative.
- 2.2.6.4 The Operator shall complete the setting up of Shop A and Shop B as specified in the Section 2.2.6.1 within two (2) months from the Project Commencement Date or such other date as advised by the Government Representative. The Operator shall rectify all defect items identified by the Government Representative or his contractor within two (2) months upon receiving written notification from the Government Representative. In case where the Operator is not able to complete the setting up within the two (2) months, the Operator shall inform the Government Representative immediately and seek the agreement with justifications for extending the period for setting up Shop A and/or Shop B. Subject to the instruction from the Government Representative, the Operator shall commence the Basic Services without Shop A and/or Shop B on the Service Commencement Date specified by the Government Representative. In the event that the Operator fails or the Government Representative has reasonable cause to believe that the Operator will fail to carry out or complete the renovation of Shop A or Shop B as specified in Section 2.2.6.1 within two (2) months from the Project Commencement Date, the Government Representative may engage other contractors to carry out such renovation or remedy the Operator's failure. All additional expenditure incurred by the Government Representative in engaging other contractors aforesaid will be recoverable by the Government Representative from the Operator.
- 2.2.6.5 At the end of the Term, the baler(s) if provided according to Section 2.2.6.1 shall revert to the Operator, whereas other equipment and furniture procured according to Section 2.2.6.1 shall be handed over to the follow-on operator, if any, in good and serviceable conditions as far as practicable and in accordance with Section 3.14.1.4 of the Specification, or as instructed by the Government Representative.
- 2.2.6.6 The Operator shall submit the proof of calibration of the weighing systems for recyclables collected of individual Recycling Store before the Commencement of Shop A.
- 2.2.6.7 The Operator shall be responsible for all submission(s) and fee(s) to the relevant authorities and organizations in obtaining the necessary approval(s), licence(s), permit(s) and consent(s) for executing the renovation works, including the costs for compiling submissions, if any, for necessary applications such as fire protection & safety system, electricity system, ventilation and air conditioning system, where applicable. Any rejections/disapprovals or delays in obtaining any necessary approval(s), license(s), permit(s) and/or consent(s) for conducting the renovation work shall not be the grounds for extension of time nor any loss and/or expense and any other claims.

- 2.2.6.8 Should any damage(s) occur inside or outside the working area arising from the carrying out of the renovation works and caused by any acts, omissions or default of the Operator or any of its sub-contractors, the Operator shall be responsible for making good all such damage(s) entirely at its own expense.
- 2.2.6.9 The renovation contractor engaged by the Operator shall be a registered minor works contractor under the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong), who are qualified to carry out the class II minor works including but not limited to alteration and addition works, repair works, works relating to signboards, drainage works, finishes works, and demolition works.
- 2.2.6.10 The Operator shall comply with the Factories and Industrial Undertakings Ordinance (Chapter 59 of the Laws of Hong Kong) and give notification of Shop B to the Commissioner of Labour if required by such ordinance.
- 2.2.6.11 The CCTVs in Section 2.2.6.1 shall be equipped with the following functions, without limitation, unless otherwise agreed with or instructed by the Government Representative:
 - (a) Equipped with network video recorder supporting at least 4-channel real-time live view:
 - (b) Audio sampling rate of at least 8kHz;
 - (c) Export video with a minimum of resolution of 1080p (1920x1080) and 25 fps and in the format of m3u8, M-JPEG or other format as approved by the Government Representative;
 - (d) Around-the-clock continuous recording; and
 - (e) Allow authorised persons to access to live and recorded video through local, remote and mobile devices through secured channel.

The Operator shall allow the Government Representative and his authorized officer to access to the live video of the CCTVs through local, remote or mobile devices at any time, and release any such right of access to the Government Representative or his authorized officer as requested.

2.2.6.12 The Operator shall store the footage, including coloured video and audio, of CCTVs in Section 2.2.6.11 in secured format (say, protected by password) and secured location as agreed by the Government Representative for one (1) month and shall delete the footage afterwards, unless otherwise instructed by the Government Representative. The footage shall be maintained in the format set out in 2.2.6.11 (b) and (c) above or other formats agreed with or instructed by the Government Representative. The footage shall only be accessible by authorised persons as agreed by the Government Representative and the Operator shall log the identify of its employees or employees of its sub-contractors who have accessed the footage. The Operator shall put on warning at the Recycling Store(s) to inform the public that they are subject to CCTV surveillance. The Operator is reminded to comply with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and Section 1.10 of the Specification.

2.3 ARRANGEMENT OF RENTAL PAYMENT

The rental payments of Shop A and Shop B described in Section 2.2, for supporting 2.3.1.1 the Services during the Term as well as the associated administrative costs (i.e. Government rates, Government rent, agency fee, rental deposit, stamp duty, property management fee, and other associated costs charged by the Government when renting government premises) will be refunded to the Operator on a reimbursement basis but subject to a ceiling on the reimbursable amount as specified in the Clause B.11.2 of Annex IV - Payment Arrangement. For the avoidance of doubt, reimbursement will not be provided for any other expenses in relation to rental arrangement, including but not limited to, licensing fees (excluding rental licensing), insurance fees, deposit for utilities, central water chiller charges, air conditioning charges (excluding costs charged by the Government and agreed by the Government Representative when renting government premises), maintenance fees, promotion fee, any other service surcharges payable to venue owner, unless with the prior agreement of the Government Representative. The detailed arrangement of the payment on rental and the associated administrative costs is set out in the Annex IV - Payment Arrangement. For the avoidance of doubt, reimbursement will not be provided for rental and the associated administrative costs of any areas of Shop A and Shop B that are not used exclusively for the purpose of the Project (including areas used for Operator's other businesses and operations conducted in the same facilities or premises where Shop A or Shop B locates).

2.4 EXPENSES FOR RENOVATION

- 2.4.1.1 Except in the event of Section 2.4.1.2 below or otherwise agreed with the Government Representative, the Operator shall bear all costs and expenses that may incurred for the setting up and/or renovation of Shop A and Shop B in meeting the renovation requirements that are included in the Specification (in particularly, Specification Section 2.2.6.1 and renovation guidelines on Recycling Store which will be provided by the Government Representative upon Project Commencement Date), including but not limited to:
 - (i) renovation or enhancement works of Shop A on existing premises (if required), or a new premises if the Operator so decides on its own initiative and with agreement of the Government Representative, which shall include, without limitation, procuring and installing all furniture, equipment, tools, branding design elements, and components units for setting up and operation of Shop A:
 - (ii) renovation or enhancement works of Shop B on existing premises (if required) or a new premises with agreement of the Government Representative, which shall include, without limitation, procuring and installing all furniture, equipment, tools, branding design elements, and components units for setting up and operation of Shop B;
 - (iii) repairing, replacing or making good any damage and defect(s) of furniture, equipment, tools, branding design elements and component units procured or installed by the Operator or handed over from the previous operator(s) of the Recycling Store(s) in good quality to the satisfaction of Government Representative throughout the Term; and

(iv) replacing the shop front sticker, sorting information sticker, and opening lip of all recycling cabinets upon the instruction by the Government Representative at any time during the Term.

No reimbursement will be provided for such costs and expenses.

- In the event that (i) the Government Representative instructed the Operator to 2.4.1.2 relocate Shop A to a designated venue during the Term, (ii) the Government Representative instructed the Operator to relocate Shop B to a designated venue during the Service Period (i.e. after the completion of setting up of Workshop on the premises as agreed), or (iii) the Operator is required to relocate Shop A to a new location due to reasons beyond its control (including situation where the venue owner refused to rent out the premises to the Operator) and with agreement of the Government Representative, the payment for the renovation costs for relocation of Shop A or Shop B (as the case may be), including the costs for procurement and installation of all furniture, equipment, tools, branding design elements, and components units for setting up Shop A or Shop B in meeting the renovation requirements that are included in the Specification (in particularly, Section 2.2.6.1 and renovation guidelines on Recycling Store which will be provided by the Government Representative upon Project Commencement Date) will be made by the Government Representative on a reimbursement basis. For the avoidance of doubt, the Operator shall remain responsible for the items in Section 2.4.1.1 (iii) to (iv) and no reimbursement will be provided for such costs and expenses, unless otherwise agreed with the Government Representative.
- 2.4.1.3 Not used.
- 2.4.1.4 Not used.
- 2.4.1.5 The amount of the reimbursement of payments for renovation requirements in Section 2.4.1.2 ("renovation costs for relocation of Shop A or Shop B as instructed or relocation of Shop A for approved reasons") are subject to the ceiling as specified in Clauses B.12.1 of *Annex IV Payment Arrangement*. The detailed arrangement of the payment on these costs is set out in the *Annex IV Payment Arrangement*.

2.5 GENERAL REQUIREMENTS OF SETTING UP FOR THE RECYCLING SPOTS

- 2.5.1.1 The Operator shall identify suitable locations for the Recycling Spots as described in Section 3.4 of the Specification, and provide such locations in the Operation Plan as described in Section 3.15 of the Specification.
- 2.5.1.2 The Government Representative may from time to time designate locations (including but not limited to locations in the vicinity of village, 3-nil building or single-block building) and their operating hours for the Operator to set up Recycling Spots within the Service Area, or other areas within the District Council district(s) where the Service Area is located as instructed. For the avoidance of doubt, provision of such Recycling Spots shall not be regarded as Additional Services if the minimum requirements stated in Section 3.4.1.5 of the Specification have not been met yet.
- 2.5.1.3 The Operator shall be responsible for the necessary applications and liaison with landowners, management parties or relevant Government departments to obtain the required approvals for the proposed locations for setting up the Recycling Spots.

2.5.1.4 The Operator shall set up the Recycling Spots at the locations according to the agreed Operation Plan as described in Section 3.15 of the Specification before the opening hours and throughout the whole period of each session. The Operator shall at its own cost and expense provide branding materials, equipment and gears following the reference design advised by the Government Representative at the Recycling Spots for the collection and measurement of the Designated Recyclables, provision of shelter for staff and participants as far as practicable, information board(s) showing the types of Designated Recyclables to be collected and other general information relevant to waste reduction and recycling. A reference design of the Recycling Spot equipment and a list of materials, equipment and gears which shall be provided by the Operator at its own cost and expense are set out in Appendix C to Annex III -**Project Specification**. For the avoidance of doubt, the Operator shall at its own cost and expense repair, replace or make good any damage and defect(s) of any branding materials, equipment and gears provided by the Government Representative for setting up the Recycling Spots.

2.6 GENERAL REQUIREMENTS OF SETTING UP FOR THE HOUSING COLLECTION POINTS

- 2.6.1.1 The Operator shall identify suitable residential premises for providing the Housing Collection Service as described in Section 3.5 of the Specification, and provide information of such residential premise in the Operation Plan as described in Section 3.15 of the Specification.
- 2.6.1.2 The Government Representative may from time to time designate residential premises for the Operator to provide Housing Collection Service within the Service Area, or other areas within the District Council district(s) where the Service Area is located upon the instruction of the Government Representative. For the avoidance of doubt, Housing Collection Service provided to these designated premises shall not be regarded as Additional Services if the minimum requirements stated in Section 3.5.1.3 of the Specification have not been met yet.
- 2.6.1.3 The Operator shall be responsible for the necessary applications and liaison with landowners, residents' organisations, management parties or relevant Government departments to obtain the required approvals for setting up the Housing Collection Points. The Operator shall not charge such parties any fees related to the Housing Collection Service, unless with prior approval of the Government Representative.
- 2.6.1.4 The Operator shall provide equipment and gears as agreed by the Government Representative at the Housing Collection Points for the collection and measurement of the Designated Recyclables.

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2. SETTING UP RECYCLING STORE			
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3. OPERATION AND MANAGEMENT OF RECYCLING STORE AND COLLECTION SERVICES

3.1 SCOPE OF OPERATION AND MANAGEMENT OF RECYCLING STORE(S) AND COLLECTION SERVICES

3.1.1 General

3.1.1.1 The Operator shall operate and manage Recycling Store(s) and the associated Recycling Spots to accept Designated Recyclables from the public and provide recyclable collection services to collect Designated Recyclables in the Service Area.

3.1.2 Objectives

- 3.1.2.1 The Operator shall meet the following objectives, without limitation:
 - (a) To accept Designated Recyclables at the Recycling Store(s) and Recycling Spots from the public, and to collect Designated Recyclables within the Service Area (or other areas within the District Council district(s) where the Service Area is located upon the instruction of the Government Representative) under the Housing Collection Service or Additional Services as instructed by the Government Representative;
 - (b) To optimize the usage of Collection Vehicle(s) provided under the Project to enhance efficiency of Designated Recyclable collection;
 - (c) To arrange proper treatment for the collected Designated Recyclables by approved recyclable processors;
 - (d) To assist in implementing the Participation Incentive Scheme (GREEN\$ ePIS) to encourage members of the public to deliver Designated Recyclables to the Recycling Store(s) and Recycling Spots;
 - To achieve the Monthly Minimum Targets on collection of Designated Recyclables and transfer the Designated Recyclables to approved recyclable processors for proper processing;
 - (f) To maintain proper housekeeping for the Recycling Store(s);
 - (g) Not used;
 - (h) Not used;
 - To regularly engage with the public on waste reduction and recycling through the hotline, social media platforms, face-to-face communications and other community activities;
 - (j) To ensure a smooth handover of the Recycling Store(s) to the operator of the next follow-on project or contracts before expiration of the Project; and
 - (k) To conduct preliminary sorting, screening and removal of waste/debris from the collected Designated Recyclables and arrange for their proper disposal.

3.2 DESIGNATED RECYCLABLES TO BE COLLECTED

- 3.2.1.1 The Designated Recyclables to be covered under this Project shall be originated from domestic sources, which include, without limitation, the following:
 - (a) Plastics, consist of the following resin types according to "The ASTM International Resin Identification Coding System":
 - 1. #1: Polyethylene Terephthalate (PET), e.g. clear soft drink and beverage bottles, films;
 - 2. #2: High Density Polyethylene (HDPE), e.g. detergent bottles, wrapping and film, sheets, shopping bags;
 - 3. #4: Low Density Polyethylene (LDPE), e.g. cling film, bread bags, plastic bags, shrink wrap, T-shirt bags;
 - 4. #5: Polypropylene (PP), e.g. microwave containers, sweet and snack wrappers, straws, artificial lawns;
 - 5. #6: Polystyrene (PS), e.g. disposable cups and plates, fast-food boxes, CD cases, VHS tape; and
 - 6. #7: All other resin and multi-materials not otherwise defined (Others).
 - (i) Polyamides (PA), e.g. materials of high durability and strength commonly used in textiles, cars, carpets and sportswear (also includes nylon);
 - (ii) Acrylonitrile Butadiene Styrene (ABS), e.g. materials that can be injection moulded and extruded, and which are commonly used in musical instruments, golf clubs and car parts;
 - (iii) Polycarbonate (PC), e.g. used in construction and for mobile phones; and
 - (iv) Polyurethane (PU), e.g. used in foam seating.
 - (b) Glass containers
 - (c) Household appliances, including
 - (i) Regulated Electrical Equipment (REE); and
 - (ii) small electrical appliances other than regulated electrical equipment, such as rice cookers, fans, heaters, hair dryers and accessories.
 - (d) Rechargeable batteries, excluding lead-acid batteries (such as waste car batteries) and electric vehicle batteries
 - (e) Compacted fluorescent lamps and fluorescent tubes
 - (f) Paper and cardboard
 - (g) Ferrous metals and non-ferrous metals

- (h) Beverage cartons including milk cartons, aluminium foil cartons, paper cups and paper plates (or otherwise instructed by the Government Representative); and
- (i) Any other recyclables as instructed by the Government Representative, subject to the availability of appropriate recyclable processors, which may include, without limitation, waste plastic of resin type #3: Polyvinyl Chloride (PVC), peach blossom and Christmas trees.
- 3.2.1.2 The Operator shall seek approval from the Government Representative before collecting any other type(s) of recyclables not included in Section 3.2.1.1.
- 3.2.1.3 The Operator shall use containers approved by the Government Representative for collection, storage, handling and transportation of Designated Recyclables at all times. For the avoidance of doubt, the Operator shall use the types of containers specified in the branding guideline which will be provided by the Government Representative upon Project Commencement Date for the operation of Recycling Store(s), transparent plastic bags for the operation of Recycling Spots and shall only use black plastic bags for disposal of non-recyclable waste materials that are arisen from the Services, unless otherwise agreed or instructed by the Government Representative.
- 3.2.1.4 The Operator shall comply with the Waste Disposal (Chemical Waste) (General) Regulation (Chapter 354C of the Laws of Hong Kong) and register as a registered chemical waste producer for handling those recyclables received or collected classifiable as chemical waste. The Operator shall arrange for collection of fluorescent lamps and tubes on a regular basis by the operator of the chemical waste treatment centre, or other licensed recyclables processor as agreed or directed by the Government Representative.
- 3.2.1.5 The Operator may refuse to accept the recyclables that do meet the following requirements or criteria:
 - (a) recyclables that appear to have been improperly tampered with, for example those with water added to increase their weight;
 - (b) recyclables that are contaminated;
 - (c) recyclables that are mixed with other waste;
 - (d) recyclables that do not meet the specified requirements that may be imposed by the Government Representative;
 - (e) recyclables that are originated from or appear to be originated from commercial and industrial sources, or that have been processed by recycling facilities (for the avoidance of doubt, the Operator shall not accept recyclables from these sources unless otherwise approved in writing by the Government Representative);
 - (f) any consignment of recyclables in excess of 200kg in weight or 2m³ in size (unless otherwise as instructed or agreed by the Government Representative); and

3. OPERATION AND MANAGEMENT OF RECYCLING STORE AND COLLECTION SERVICES

(g) recyclables that do not meet the requirements of the recyclables processors for handling and recycling of the recyclables.

3.3 OPERATING THE RECYCLING STORE AND SMART RECYCLING DEVICES

3.3.1 General

- 3.3.1.1 The Operator shall commence operation of the Store(s) on respective Store Commencement Date(s) as specified by the Government Representative to collect the Designated Recyclables after completion of the setting up of the Store(s) and Workshop(s) as described in Section 2.2 of *Annex III Project Specification*. The Operator shall continuously operate the Store(s) and Workshop(s) for twelve (12) months during the Term, or as otherwise specified by the Government Representative.
- 3.3.1.2 In case the Operator is unable to commence operation of the Store(s) on or before the Service Commencement Date as described in Section 2.2.6.4 of the Specification such that the respective Store Commencement Date(s) is later than the Service Commencement date, the twelve (12) months of the Service Period shall start counting from the Service Commencement Date, and the Operator shall operate the Store(s) from the respective Store Commencement Date(s) to the end of the Service Period. In such circumstances, the total duration of operation of the respective Store(s) under the Project shall be less than twelve (12) months. Upon the instruction of the Government Representative, the Operator shall set up and operate daily a temporary collection booth for each Store in accordance with the setting up and operating requirements of Recycling Spots as described in Section 3.4 (except Section 3.4.1.1, 3.4.1.3 3.4.1.5 and 3.4.1.11) or as otherwise specified by the Government Representative to collect Designated Recyclables within the Service Area in the period between the Service Commencement Date and the respective Store Commencement Date(s). The operation hours of the temporary collection booth(s) shall be the same as the Store(s) as specified in Section 3.3.1.3 or as otherwise specified by the Government Representative. For the avoidance of doubt, the Operator shall arrange at least two (2) staff members for operating each temporary collection booth at any time during the operation hours, unless otherwise agreed by the Government Representative. The Operator shall submit, for the Government Representative's approval, the location(s) and other associated information for setting up each temporary collection booth as described in Sections 3.3.2 and 3.3.3 within fourteen (14) days upon Government Representative's instruction. The Operator shall obtain approval from the relevant authorities for use of land for setting up the temporary collection booth(s). The Government Representative reserves the right to instruct the Operator to set up the temporary collection booth(s) for Designated Recyclables at specified location(s) within the Service Area. The Government Representative's decision on the location(s) of the temporary collection booth(s) shall be final.
- 3.3.1.3 The Operator shall operate the Store(s) daily from 9am to 7pm each day, and seven (7) days a week during the Service Period to collect Designated Recyclables from the public. For the avoidance of doubt, the Operator shall also conform with the following special arrangements:

- (a) the Operator shall operate the Store(s) on all general holidays, except the Lunar New Year holidays (including the first, second, third day of Lunar New Year and any substitute holidays for the Lunar New Year holidays) and the Christmas holidays (including the Christmas Day, the first weekday after Christmas Day and any substitute holidays for the Christmas holidays). The Operator shall provide screenshot images of CCTVs footage of the Store(s) at specific times of a day as instructed by the Government Representative during the Lunar New Year holidays and Christmas holidays as instructed by the Government Representative. The Operator shall also arrange clearance of recyclables outside each Store at least twice a day during the Lunar New Year holidays and Christmas holidays or at such a frequency as advised by the Government Representative;
- (b) not used; and
- (c) under inclement weather conditions, the Operator may close the Store(s) (i) two (2) hours before Typhoon Signal No. 8 or above is hoisted; (li) when a Black Rainstorm Warning is issued; or (iii) when the "extreme conditions" announced by the Government is in force. The Operator shall resume operating the Store(s) within two (2) hours as far as possible if the above signals are cancelled three (3) hours or more before the end of operating hours.

Notwithstanding of the special arrangements (a) to (b) above, the Operator shall make all necessary arrangements to prevent excessive accumulation of Designated Recyclables or waste materials outside or in the vicinity of the Store(s) throughout the Service Period.

- 3.3.1.4 In case there is any emergency situation leading to temporary closure, including early closure or delayed opening, of the Store(s), the Operator shall inform the Government Representative immediately. The Operator shall only temporarily suspend the operation upon the approval from the Government Representative. The Government Representative will assess, on a case-by-case basis, whether the Operator could still meet the requirements as set out in Section 3.3.1.3.
- 3.3.1.5 For each operating day of a Store, the Operator shall arrange at least one (1) staff member for a Store (who may be stationed at the backstage of the Store(s) without providing customer services) throughout the operating hour of the Store(s). The Operator shall arrange regular clearance of recyclables from recyclable collection cabinets at Store(s) to avoid overstocking, monitor any apparent frauds in obtaining GREEN\$ points, implement necessary measures to minimize fraudulent behaviours, any fly-tipping or dumping of contaminated recyclables or wastes at the Store(s), any damage to smart recycling devices or property at Store(s), any activities that may affect the normal operation of the Store(s) and take necessary action to ensure smooth operation of the Store(s) in a self-service mode and maintain the hygiene, safety and order of the Store(s). Under self-service mode, the Operator shall ensure that smart recycling devices (e.g. smart balance, smart recycling bin(s)) are available for use of the public to obtain GREEN\$ points (except for REE) on their own. The Operator shall display notice at Store on the self-service arrangement and provide warning to deter fraud. The Operator shall follow the latest operation guidelines on self-service mode provided by the Government Representative during the Term.

- 3.3.1.6 The Operator shall sign up to the Government's energy saving charter to save energy, and be responsible for the extension of charter wherever possible.
- 3.3.1.7 The Operator shall prepare publicity materials and promotional items, including colour leaflets, flyers, posters and shop cards for distributing to the public, to illustrate the types of Designated Recyclables to be collected by the Operator. The Operator shall follow, where applicable, the reference design and branding guidelines which will be provided by the ECF Committee or Government Representative upon Project Commencement Date and as updated by the ECF Committee or Government Representative from time to time and the printing methods instructed by the Government Representative for production.
- 3.3.1.8 The Operator shall provide recyclable collection container(s) or make such arrangements, as agreed by the Government Representative, in the area as specified in Section 2.2.6.1f of the Specification, when the Store(s) is not in operation as specified in Section 3.3.1.3 (for the avoidance of doubt, including night-time and public holidays) for collection of Designated Recyclables outside the operating hours of the Store(s). The Operator shall take all feasible and practicable measures to prevent third parties from dumping non-Designated Recyclables or waste outside the Store(s) and into the recyclable collection container(s). The Operator shall install CCTVs to monitor the surrounding area of the Store(s) and the area for placing the recyclable collection container(s), in particular during the non-operating hours as specified in Section 3.3.1.3 of the Specification.
- 3.3.1.9 The Operator shall not compete with local recyclers, street corner recycling shops, existing Recycling Station(s), existing Recycling Store(s), or existing recycling programmes for collection of Designated Recyclables; and accordingly the Operation Plan shall describe such arrangements to avoid such competition. However, this restriction shall not be used as a ground or justification for non-compliance with the Operational Performance Requirements set out in Section 3.9.
- 3.3.1.10 In the case of GREEN@ABERDEEN or GREEN@TSING YI or upon instructions of the Government Representative to rent Shop A or Shop B at a designated venue in accordance with Sections 2.2.3, 2.4.1.2 or 4.9, the Operator shall comply with the guidelines of facility owner of the venue (including but not limited to public facility) designated by the Government Representative in operating the Shop A (Store) or Shop B (Workshop) in respect of display of goods and services, as well as delivery arrangement in the designated venue as provided by facility owner. The requirements include, without limitation, the following:
 - (a) Deliveries shall be carried out outside the peak operating hours of the designated venue as requested by the facility owner;
 - (b) Overnight deliveries shall be subject to approval from the facility owner;
 - (c) All deliveries must be carried out safely through the entrances or access route designated by the facility owner;
 - (d) The delivery routes and methods of goods and material deliveries shall be agreed with the facility owner in advance;

- (e) Use of escalators for goods deliveries is strictly prohibited, unless agreed by the facility owner; and
- (f) Unless agreed by the facility owner, the height of items on a delivery trolley operated by one (1) person from behind shall not exceed 1.2 m from ground level and must not block the eyesight of delivery crew; and if the height of the items on the trolley exceeds 1.2 m from ground level but not exceeding 1.5 m from ground level, it shall be conveyed by two (2) persons with one of them acting as pilot at the front to warn people to give way.
- 3.3.1.11 In case there is any regular maintenance requested by property management office / facility owner, leading to disruption of services or temporary closure of Store(s), the Operator shall inform the Government Representative at least fourteen (14) days before the regular maintenance. The Operator shall formulate work plan to cater for the disruption with an aim to ensure smooth operation of the Store(s). The Operator shall operate the Store(s) according to the work plan upon the approval from the Government Representative on the work plan. The Operator may only temporarily suspend the operation, upon the approval from the Government Representative. The Government Representative will assess, on a case-by-case basis, whether the Operator could still meet the requirements as set out in Section 3.3.1.3.
- 3.3.1.12 The Operator may require the member(s) of the public to obtain the Operator's prior consent to the delivery of large amount of recyclables up to the threshold 200kg in weight or 2m³ in size (or otherwise as instructed or agreed by the Government Representative) to the Store(s) or the Workshop(s), together with the prior arrangement to receive them at a designated time.

3.3.2 Collecting the Designated Recyclables

- 3.3.2.1 The Operator shall operate and maintain the Recycling Store(s) in a tidy manner for collection of the Designated Recyclables brought in by the public. If non-recyclable materials are provided by the public, or if any Designated Recyclables provided by the public are found in a condition not suitable for recycling (including those recyclables mentioned in Section 3.2.1.5), the Operator may refuse to accept these materials or recyclables, providing explanations to such member(s) of the public to convey the message of proper and clean recycling.
- 3.3.2.2 The Operator shall record daily the quantity for each type of Designated Recyclables collected. A sample template of these daily records will be provided by the Government Representative upon Project Commencement Date. The Operator shall keep these records at the Recycling Store(s) for inspection by the Government Representative at any time. The Operator shall input the quantities and other information as requested by the Government Representative, into an eplatform provided by the Government Representative on a daily basis in accordance with Section 1.9.3 of the Specification, unless otherwise agreed or instructed by the Government Representative.

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- 3.3.2.3 The Operator shall assist in implementing the Participation Incentive Scheme as described in Section 3.7 to reward the public who delivered the Designated Recyclables to the Operator, and encourage more members of the public to participate in recycling.
- 3.3.2.4 The Operator shall not occupy the public area outside the Recycling Store(s) (Store(s) and Workshop(s)) to collect the Designated Recyclables brought in by members of the public.
- 3.3.2.5 The Operator shall provide information related to the collection of Designated Recyclables at the Recycling Store(s) in the monthly report and the quarterly report in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification. A sample template of the quarterly report will be provided by the Government Representative upon Project Commencement Date.
- 3.3.2.6 The Operator shall note that the Government is implementing various pilot schemes for the application of reverse vending machines (RVMs) for collection of plastic bottles and beverage cartons, as well as application of smart recycling bin system for collection of recyclables. The Government Representative reserve the right to place one or more RVM with a footprint size of about 15ft² and smart recycling bin(s) with a footprint size of about 30ft² in the public recycling area of the Store(s) during the Term. If provided, the RVM and the smart recycling bin(s) shall be managed and operated by the Operator at its cost, including the utility costs such as power supply. The Operator shall fully collaborate with the Government Representative regarding the placement of RVM and the smart recycling bin(s) at the Store(s).
- 3.3.2.7 The Operator shall store glass bottles collected in 240 litre "wheelie bin" type containers (the specification of a typical "wheelie bin" for glass bottles will be provided by the Government Representative upon Project Commencement Date) provided by the Operator in accordance with Section 2.2.6.1 (g) of the Specification. Such loaded containers shall either be:
 - delivered by the Operator to an approved recyclable processor as agreed or directed by the Government Representative; or
 - (ii) collected by an approved recyclable processor under an EPD-supported glass management programme designated by the Government.

3.3.3 Handling the Collected Designated Recyclables

3.3.3.1 The Operator shall note that the Designated Recyclables collected or received by the Operator from various sources under this Project, including the collection at the Recycling Store(s) as specified in Section 3.3 of the Specification, the Recycling Spots as specified in Section 3.4 of the Specification, the Housing Collection Service as specified in Section 3.5 of the Specification, Community Collection Points as specified in Section 4.4 of the Specification and other collection service(s) deployed under this Project, shall become the property and hence the responsibility of the Operator for their proper handling.

- 3.3.3.2 The ownership of Designated Recyclables, when delivered or dispatched to an approved recyclable processor, shall be transferred to the said recyclable processor, who may be a contractor of the Government Representative managing a facility that is approved to receive the Designated Recyclables.
- 3.3.3.3 The Operator shall nominate capable recyclable processors for treatment of the collected Designated Recyclables, providing sufficient supporting information for consideration and agreement of the Government Representative. A list of approved plastics recyclable processors under current contracts will be provided by the Government Representative upon Project Commencement Date for reference, which may be updated from time to time. The Government Representative may instruct the Operator to hand over the collected Designated Recyclables to specific recyclable processors during the Term. The Operator shall arrange and hand over the collected Designated Recyclables to the recyclable processors as instructed by the Government Representative. The Operator shall either deliver the Designated Recyclables at its own cost or arrange collection service(s) provided by relevant recyclable processors. The Operator shall prevent over storage of Designated Recyclables causing hygiene and nuisance problems to the neighbourhoods of the Recycling Store(s) (Store(s) and Workshop(s)). The Operator shall not dispose of the collected Designated Recyclables at landfills, refuse transfer stations or other outlets without prior approval by Government Representative. For the collected Designated Recyclables that have been seriously contaminated and are not suitable for recycling, the Operator shall provide the Government Representative with all relevant information (including but not limited to the disposal quantity, date of disposal, disposal outlet, reason of disposal and photographs of the disposal recyclables) in the monthly report and shall arrange for proper disposal to an approved waste disposal facility. For the avoidance of doubt, the Government Representative may set limits during the Term on the type, weight or size of waste consignments to be disposed of that require prior approval of the Government Representative and the Operator shall follow the latest instruction accordingly.
- 3.3.3.4 The Operator shall provide preliminary processing of the collected Designated Recyclables to enhance the efficiency of transporting the collected Designated Recyclables from the Recycling Store(s) to approved recyclable processors. The preliminary processing shall include, but not limited to, sorting, baling or other simple physical processes as proposed by the Operator and agreed by the Government Representative. The collected Designated Recyclables, including plastics, shall be baled into appropriate sizes as instructed or agreed by the Government Representative. The Operator shall also provide suitable equipment, tools and machinery, if applicable, to facilitate the preliminary processing of the collected Designated Recyclables. The Operator shall weigh and record the quantity and type of each consignment of Designated Recyclables before delivery to approved recyclable processors (including recycling facilities operated by the Operator) and shall properly keep the records (e.g. delivery note, receipts from recyclable processors) of each consignment. When delivering Designated Recyclables to approved recyclable processors, the Operator shall not include any other materials, products, recyclables or wastes originated from other businesses or operations of the Operator outside the scope of the Project, unless otherwise approved in writing by the Government Representative. In case any Designated Recyclables are delivered to recycling facilities operated by the Operator, the Operator shall properly keep the on-site weighing records of each consignment of Designated Recyclables with photos before and after removing wastes from

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Designated Recyclables and before treatment or processing, records of outlets and quantities of processed Designated Recyclables with supporting documents or any other tracking information, if requested by the Government Representative. The Operator shall implement all necessary measures to avoid double-counting any Designated Recyclables collected or processed.

- 3.3.3.5 The Operator shall not occupy the public area outside the Recycling Store(s) (Store(s) and Workshop(s)) to handle or store the Designated Recyclables.
- 3.3.3.6 The Operator shall provide information related to handing over of the Designated Recyclables to approved recyclable processors in the monthly report and the quarterly report in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.
- 3.3.3.7 The Operator shall submit a plan that describes the arrangement to record and report the revenue generated from selling Designated Recyclables collected in Recycling Store(s) as well as its collection activities to a recyclables processor, which shall form part of the Operation Plan.

3.3.4 Managing Smart Recycling Devices and Visitor Counting System

- 3.3.4.1 The Operator shall manage all the smart recycling devices provided by the Government Representative (including, but not limited to, smart balance, RVM and smart recycling bin(s)) and a visitor counting system (including visitor counting device and its online platform). The specification of smart balance, RVM and smart recycling bin(s) and the visitor counting system will be provided by the Government Representative upon Project Commencement Date for reference.
- 3.3.4.2 The Operator shall operate all the smart recycling devices in accordance to the user manuals provided by the Government Representative.
- 3.3.4.3 The Operator shall provide daily basic maintenance and support services to all smart recycling devices and visitor counting system, including but not limited to:
 - (a) basic cleaning in accordance to the user manuals for keeping all smart recycling devices in hygienic condition;
 - (b) safe and secure storage space and operating environment for all smart recycling and visitor counting devices;
 - (c) not used;
 - (d) regular clearance or arrange for regular clearance of recyclables in smart recycling bin and RVM to avoid overstocking;
 - (e) regular testing of the functionality of all smart recycling and visitor counting devices to ensure smooth operation, in particular in operating hours without customer services; and

- (f) uploading real-time visitor counting data to designated online platform.
- 3.3.4.4 The Operator shall install, set up and maintain the visitor counting device at its own cost and expense, whether the device is handed over by the last operator of the Recycling Store or procured by the Operator. The Operator is also required to upload the real-time visitor counting data timely to a designated online platform provided by the Government Representative.
- 3.3.4.5 Not used.
- 3.3.4.6 The Operator shall report to the Government Representative immediately on any incidents related to the damage, malfunction or loss of smart recycling and visitor counting devices, as well as any damage, loss or injury arises from the damage, malfunction or loss of smart recycling and visitor counting devices. Depending on the nature and seriousness of the incident, the Operator shall carry out investigation and submit incident report, upon request from the Government Representative. The incident report shall include an incident summary, photos taken at the scene, the cause of the incident, preventive measures implemented before and after the incident, and any remedial measures taken.
- 3.3.4.7 The Operator shall implement appropriate measures to prevent smart recycling and visitor counting devices from being maliciously damaged or improperly used by any person, as far as practicable.
- 3.3.4.8 The Government Representative may require checking on or access to smart recycling and visitor counting devices under the management and custody of the Operator at any time, and the Operator shall render such assistance as is necessary for this purpose.
- 3.3.4.9 The Operator shall not use or allow to be used any smart recycling and visitor counting devices other than for the purposes of the Services under this Project, except with the prior written approval of the Government Representative.
- 3.3.4.10 The Government Representative reserves the right to remove smart recycling and visitor counting devices handed over by the last operator of the Recycling Store(s) or the Government Representative from Recycling Store(s) with prior notice to the Operator.
- 3.3.4.11 Where any smart recycling and visitor counting device is provided to the Operator, or otherwise acquired on behalf of the Government Representative, under the Project, the Operator shall be responsible for the due return of all such smart recycling and visitor counting devices at the expiry of the Term.
- 3.3.4.12 In the event that any such smart recycling and visitor counting devices be lost or damaged as a result of the Operator's action or inaction whilst under the management/custody or control of the Operator or its employees or agents, the Operator shall replace or repair the property at the Operator's own costs and expenses.

3.4 PROVISION OF RECYCLING SPOTS

- 3.4.1.1 The Operator shall prepare and provide a detailed plan on the provision of Recycling Spots as part of the Operation Plan as described in Section 3.15.
- 3.4.1.2 The Operator shall operate the Recycling Spots for collection of Designated Recyclables during the Service Period after obtaining the consent of the Government Representative on the Operation Plan.
- 3.4.1.3 The Government Representative reserves the right to request the Operator, with at least one (1) month notice in advance, to suspend the services provided under this section 3.4 or any part thereof.
- 3.4.1.4 The Operator shall promote the Recycling Spots via various channels, including, but not limited to, the Recycling Store Page in social media platform and promotional items posted in the Recycling Store.
- 3.4.1.5 The Operator shall operate at least twenty-eight (28) sessions of Recycling Spots at no less than ten (10) different locations within the Service Area each month at frequency and time as agreed or instructed by the Government Representative. Unless otherwise agreed by the Government Representative, at least six (6) out of such ten (10) different locations shall be provided on a weekly basis, including (i) at least two (2) locations provided during night-time (i.e. 6:00pm to 9:00pm or 5:00pm to 8:00pm for rural villages or otherwise defined by the Government Representative) and (ii) at least one (1) location provided during weekends.

The Operator shall conduct all Recycling Spot sessions under this Section 3.4.1.5 at no additional charge to the Government Representative, including any sessions in additional to the sessions required in order to meet all the requirements in this Section 3.4.1.5 or any additional sessions on its own initiative. Subject to the instruction of the Government Representative, the Recycling Spots shall be operated during weekday, weekend or any general holidays. Each session of the Recycling Spot shall be operated for at least three (3) hours to collect the Designated Recyclables. Where the first or the last monthly period of the Service Period is not a complete calendar month, the aforesaid figures in this Section shall be pro rata adjusted to be a figure by multiplying the number of days in that monthly period and a daily rate by diving the aforesaid figure by the number of days in the relevant calendar month and to be rounded up to the nearest whole integer.

- 3.4.1.6 The Operator shall arrange at least two (2) staff members for operating each session of the Recycling Spots.
- 3.4.1.7 The Operator shall operate the Recycling Spots to collect the Designated Recyclables brought in by the public. If non-recyclable materials are submitted by the public, or if any Designated Recyclables provided by the public are found in a condition not suitable for recycling (including those recyclables mentioned in Section 3.2.1.5), the Operator may refuse to collect those materials or recyclables, providing explanations to such member(s) of the public to convey the message of proper and clean recycling. The Operator may also refuse to accept any

consignment of recyclables in excess of 10kg in weight or 1m³ in size (or otherwise as instructed or agreed by the Government Representative), except for regulated electrical equipment or types of recyclables as instructed by the Government Representative, received at the Recycling Spot. The Operator may require the member(s) of the public to obtain the Operator's prior consent before delivering such items to the Recycling Spot at a designated time.

- 3.4.1.8 The Operator shall deliver the collected Designated Recyclables to the Recycling Store(s) (Store(s) or Workshop(s)) for further handling as described in Section 3.3.3, or deliver the collected Designated Recyclables to approved recyclable processors directly, as appropriate. The Operator shall make all necessary arrangements for timely delivery of the recyclables from the Recycling Spots to avoid causing obstructions in public places.
- 3.4.1.9 The Operator shall review the Operation Plan and the actual quantities of the Designated Recyclables collected from the Recycling Spots regularly to assess the efficiency and recommend any adjustment to the collection frequency at each proposed location to the Government Representative. The Operator shall also suggest any new locations for setting up the Recycling Spots. The Government Representative may also request the Operator to set up the Recycling Spots at specific locations other than the locations proposed by the Operator from time to time during the Term. For the avoidance of doubt, provision of such Recycling Spots shall not be charged as Additional Services if the minimum requirements stated in Specification Section 3.4.1.5 have not been met yet upon receipt of such instruction of the Government Representative.
- 3.4.1.10 In case where there is any adverse weather situation, the Operator shall adhere to the inclement weather guidelines provided by the Government Representative, with requirements, including but not limited to, the following areas for setting up and operation of the Recycling Spots:
 - (a) For Tropical Cyclone Warning Signal No. 3 or above, any Rainstorm Warning Signal and "extreme conditions" announced by the Government being effective one hour before or during the opening hours of any session of Recycling Spots, the Operator may cancel the affected session, as agreed by the Government Representative.
 - (b) For any localised heavy rain and lightning within the location of the Recycling Spots when the session of Recycling Spots is being held, the Operator may suspend or cancel the affected session(s), as agreed by the Government Representative.
 - (c) For any weather forecast issued by the Hong Kong Observatory indicating that there will be heavy rain and lightning within the location of the Recycling Spots, Tropical Cyclone Warning Signal No. 3 or above, any Rainstorm Warning Signal and "extreme conditions" announced by the Government, which may affect any coming session of Recycling Spots, as agreed by the Government Representative, the Operator shall cancel the affected session.
- 3.4.1.11 In case a session of Recycling Spot is cancelled due to the reasons stipulated in Section 3.4.1.10, the Operator shall formally notify the Government Representative.

The Government Representative will assess, on a case-by-case basis, whether the Operator could still meet the requirements as set out in Section 3.4.1.5. An incomplete session of Recycling Spot that operated for less than 1.5 hours and was cancelled midway due to the reasons stipulated in Section 3.4.1.10 will be normally regarded as not meeting the requirements as set out in Section 3.4.1.5, unless otherwise agreed by the Government Representative.

- 3.4.1.12 Notwithstanding the requirements stated in Section 3.4.1.10 (a) to (c) and 3.4.1.11 above, the inclement weather guidelines may be updated by the Government Representative from time to time and the Operator shall follow the latest version.
- 3.4.1.13 The Operator shall keep updating the public any changes in operations of the Recycling Spots during the situations stipulated in Section 3.4.1.10 via the Recycling Store Page as described in Section 3.12.1.
- 3.4.1.14 The Operator shall record the quantity of each type of Designated Recyclables collected from each session of the Recycling Spot, as well as take photos of the Recycling Spot before and after each session for record purpose. Such information shall be included in the monthly report (including photo record) and the quarterly report (photo record not required) in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.

3.5 PROVISION OF HOUSING COLLECTION SERVICE

- 3.5.1.1 The Operator shall prepare and provide a detailed plan on the provision of Housing Collection Service as part of the Operation Plan as described in Section 3.15.
- 3.5.1.2 The Operator shall provide the Housing Collection Service for collection of Designated Recyclables during the Service Period after obtaining the Government Representative's consent on the Operation Plan. Types of Designated Recyclables to be collected under Housing Collection Service shall be subject to the instruction from the Government Representative.
- 3.5.1.3 The Operator shall provide the Housing Collection Service for residential premises located within the Service Area handed over by the last operator as far as possible. The Operator shall provide a minimum of no less than fifty (50) residential premises serviced each month during the Service Period, unless otherwise agreed by Government Representative, and set up the respective Housing Collection Points in accordance with Section 2.6 of the Specification.

The Operator shall provide necessary Housing Collection Services at a frequency that meets the needs of individual residential premises, ensuring at least one (1) collection per month for each of such residential premises, unless agreed with the Government Representative. For the avoidance of doubt, each residential premises refers to a single-block residential building, a housing estate (private or public), a village or the like. Where the first or the last monthly period is not a complete calendar month, the aforesaid figures in this Section 3.5.1.3 shall be pro rata adjusted to be a figure by multiplying the number of days in that monthly period and a daily rate by diving the aforesaid figure by the number of days in the relevant calendar month and to be rounded up to the nearest whole integer.

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- 3.5.1.4 The Government Representative reserves the right to request the Operator, with at least one (1) month notice in advance, to suspend the services provided under this Section 3.5 or any part thereof.
- 3.5.1.5 The Operator shall conduct the Housing Collection Service from 9am to 6pm as far as practicable, so as to minimise the impact on the residents. The Operator may be required to conduct the Housing Collection Service at any time during weekday, weekend or general holidays, subject to the actual arrangement between the Operator and the residential premises receiving the Housing Collection Service or as instructed by the Government Representative.
- 3.5.1.6 The Government Representative may relay requests for Housing Collection Service from individual residential premises within the Service Area (or other areas within the District Council district(s) where the Service Area is located as instructed by the Government Representative) to the Operator from time to time during the Term. The Operator shall liaise with the representatives of these presidential premises and provide the Housing Collection Service as far as practicable.
- 3.5.1.7 The Operator shall arrange at least one (1) staff member to conduct each collection under the Housing Collection Service and shall deploy the staff to the Housing Collection Point(s) as agreed by the representative(s) of the premises joining the Housing Collection Service to collect the Designated Recyclables.
- 3.5.1.8 The Operator shall only accept Designated Recyclables in satisfactory condition in the Housing Collection Service. If non-recyclable materials are found at the Housing Collection Points, or if any Designated Recyclables at the Housing Collection Points are found in a condition not suitable for recycling, the Operator may refuse to collect these materials or recyclables, providing explanations to the representatives of the Housing Collection Points to convey the message of proper and clean recycling.
- 3.5.1.9 The Operator shall deliver the collected Designated Recyclables to the Recycling Store(s) (Store(s) or Workshop(s)) for further handling as described in Section 3.3.3, or deliver the collected Designated Recyclables to approved recyclable processors directly, as appropriate.
- 3.5.1.10 The Operator shall weigh and record the quantity of each type of Designated Recyclables collected from each collection of the Housing Collection Service, as well as take photos for each collection for record purpose. Such information shall be included in the monthly report (including photo record) and the quarterly report (photo record not required) in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.

3.6 PROVISION AND OPERATION OF COLLECTION VEHICLE(S)

3.6.1.1 The Operator shall provide and operate at least one (1) Collection Vehicle. The Collection Vehicle(s) shall be designated specifically for:

- the collection of Designated Recyclables from Recycling Spots, Housing Collection Points, Community Collection Points (if any) or any other sources to the Recycling Store(s) as instructed or agreed by the Government Representative;
- (b) the dispatch of recyclables to approved recyclable processors;
- (c) not used;
- (d) supporting the Promotional and Educational Activities as instructed by Government Representative; and
- (e) supporting the public events related to waste reduction and recycling as instructed by the Government Representative.
- 3.6.1.2 For the purposes stated in Section 3.6.1.1, the Collection Vehicle(s) provided under Section 3.6 of the Specification shall meet the following requirements:
 - (a) Minimum gross weight of 5.5 tonnes and maximum gross weight of 9 tonnes gross weight, or as otherwise agreed by the Government Representative;
 - (b) Maximum overall vehicle length up to 7 metres;
 - (c) Euro V standard or above;
 - (d) Equipped with audible reversing warning signals and a vehicle-mounted CCTV for monitoring the rear of the vehicle when reversing;
 - (e) Equipped with a tail lift, as appropriate, to suit the purpose of the Additional Collection Vehicle specified by the Government Representative;
 - (f) Decorated as required and approved by the Government Representative; and
 - (g) Used exclusively for this Project only. Other uses are not allowed unless prior approval from the Government Representative.
- 3.6.1.3 The Collection Vehicle(s) can be either acquired directly by the Operator or hired from external vendor(s). The Operator shall set out in the Operation Plan, its arrangements for procuring or hiring the Collection Vehicle(s), and the design, appearance and mode of operation of such Collection Vehicle(s) for the Services. The Collection Vehicle(s) shall revert to the Operator on the completion of the Term.
- 3.6.1.4 The operator shall arrange at least one (1) staff member for operation of a Collection Vehicle.

3.7 PARTICIPATION INCENTIVE SCHEME

- 3.7.1.1 The Operator shall assist in implementing the Participation Incentive Scheme, currently known as the "GREEN\$ Electronic Participation Incentive Scheme" (ePIS), initiated by the Government, or other incentive scheme as instructed by the Government Representative, to promote participation in recycling and separation of waste at source. The Operator shall be responsible for providing necessary equipment (including smartphones and tablets) to facilitate the recording of GREEN\$ points during collection of recyclables from the public.
- 3.7.1.2 The ePIS provides a membership system, under which members of the public can first be registered (through activating the installed "GREEN\$" Mobile App) as a member account holder for subsequent receipt and use of GREEN\$ points and/or other credits points through the member's account.
- 3.7.1.3 The ePIS includes a web based system managed by the Government to record the quantities as well as types of recyclables delivered by an ePIS member to all waste collection facilities operated by contractors of the Government and issue credit points, including GREEN\$ points, to the members' accounts in accordance with the latest established rates, including the GREEN\$ conversion rates updated by the Government through its official web-sites from time to time.
- 3.7.1.4 The Operator shall assist in implementing the Participation Incentive Scheme by carrying out the supporting actions and measures, including but not limited to the following:
 - (a) Properly operate the web-based equipment to gain access to the ePIS system;
 - (b) Promote recycling by assisting the public in downloading and using the "GREEN\$" mobile application;
 - (c) Weigh accepted Designated Recyclables of different types handed in by the public and input the relevant information in the ePIS system at Recycling Spot(s);
 - (d) Store, manage and keep proper record of gift items provided by the Government Representative for redemption by the public upon the instruction by the Government Representative. For the avoidance of doubt, the Operator is not required to purchase gift items. The Operator is not required to provide manual gift redemption services unless the Government Representative instructed the Operator to provide customer services under Additional Services;
 - (e) Display the latest GREEN\$ conversion rates, which are downloadable from the web sites managed by the Government;
 - (f) Record in the ePIS and Operator's record the details of recyclables, including quantities and types, delivered to the Recycling Store(s), or collected through Recycling Spots and other activities organised by the Operator for reporting.

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- 3.7.1.5 The Operator shall monitor the points awarded and the amount of Designated Recyclables received and investigate the cause of any major discrepancy for reporting to the Government Representative. The Operator shall provide information relating to the implementation of the Participation Incentive Scheme in the monthly report, in accordance with the Section 1.9.4 of the Specification.
- 3.7.1.6 In the event that smart balance(s), smart recycling bin(s) and smart recycling system are installed for proper functioning in the Recycling Store(s) as instructed by the Government Representative, the Operator shall properly manage and operate these equipment and system with due diligence at its own cost.
- 3.7.1.7 For the avoidance of doubt, the Operator shall not propose to implement other incentive schemes whether or not at its own costs and expenses unless with prior approval of the Government Representative.

3.8 MONTHLY MINIMUM TARGET

- 3.8.1.1 The Operator's Handling Rates of the respective Designated Recyclables (which means the actual monthly quantities of Designated Recyclables handed over to the approved recyclable processors), including both the "Handling Rate of Plastics" and the "Handling Rate of Designated Recyclables excluding Plastics", shall meet the Monthly Minimum Targets during the Service Period as stipulated in *Appendix B* to *Annex III Project Specification*, or as otherwise advised by the Government Representative. For the avoidance of doubt, recyclables collected from any businesses and operations outside the scope of the Project (including services provided by the Operator under other ECF or Government projects or contracts, unless with prior written approval of the Government Representative) shall not be counted in the Handling Rates.
- 3.8.1.2 The Operator shall report the Handling Rates for the respective Designated Recyclables in the monthly report submitted in accordance with the Section 1.9.4 of the Specification. For verification and payment purposes, the Operator shall include in the monthly report all relevant transaction records with approved recyclable processors for Designated Recyclables as well as the collection records of the Recycling Store(s), the Recycling Spots, Housing Collection Service and Community Collection Points, if any.
- In the event that the Handling Rate(s) in any reporting month fall below the Monthly Minimum Targets, the Operator shall explain in the monthly report the reasons for failing to meet the target(s) and propose remedial measures to catch up the target(s) in the coming reporting months for the agreement of the Government Representative. The Government Representative reserves the right to request the Operator in writing at any time during the Service Period to review and update the Operation Plan within the time specified by the Government Representative. Within fourteen (14) days of the receipt by the Government Representative of the updated Operation Plan, the Government Representative will inform the Operator in writing that the Government Representative consents or does not consent to the updated Operation Plan. In the event that the Government Representative does not consent to the updated Operation Plan with which it is not satisfied and the Operator shall prepare further updated

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version(s) of the Operation Plan for the consent of the Government Representative within such period of time as may be specified by the Government Representative until the Government Representative consents to the updated Operation Plan.

3.9 OPERATIONAL PERFORMANCE

3.9.1 Allocation of Payment for Respective Month's Operation

- 3.9.1.1 Compliance requirements and non-compliance deductions are set out in Section 3.9 of the Specification.
- 3.9.1.2 Payment items No. 5, 7, 9, 11 and 14 of the "Schedule of Fees for Basic Services" (Table 3.1 of *Annex IV Payment Arrangement*) are related to the operation of the Recycling Store(s), Recycling Spots, Housing Collection Service and Collection Vehicle(s). The Operator shall be entitled to receive these payments in full for a particular month's operation only if all the requirements specified in Section 3.9.2 of the Specification are complied with in that month.
- 3.9.1.3 In the event that the Operational Performance Requirements are not fully complied with in a particular month, the Operator shall not be entitled to receive the full payment for that month's operation under the payment items No. 5, 7, 9, 11 and 14 of the "Schedule of Fees for Basic Services" and a deduction as set out in Section 3.9.2 of the Specification shall be applied to the relevant payments in relation to the non-compliance.
- 3.9.1.4 Monthly payment for payment items No. 5, 7, 9, 11 and 14 of the "Schedule of Fees for Basic Services" shall be allotted according to the following:
 - (a) Compliance with the Operational Performance Requirements: 55%
 - (b) All other activities comprising the operation: 45%

3.9.2 Application of Operational Performance Requirements

- 3.9.2.1 The Operator shall comply with the following Operational Performance Requirements during the Service Period:
 - (a) Requirement A: average Handling Rate of Plastics in a particular month equal or exceeding the Monthly Minimum Target as set out in the Section 3.8.1.1 of the Specification;
 - (b) Requirement B: average Handling Rate of Designated Recyclables excluding Plastics in a particular month equal or exceeding the Monthly Minimum Target as set out in the Section 3.8.1.1 of the Specification; and
 - (c) Requirement C: full compliance with environmental ordinances and specific project requirements as set out in Sections 3.9.2.2(c)(i) to 3.9.2.2(c)(xi) of the Specification.

- 3.9.2.2 Further to Sections 3.9.1.3 and 3.9.2.1 of the Specification, monthly payment for payment items No. 5, 7, 9, 11 and 14 of the "Schedule of Fees for Basic Services" (Table 3.1 of *Annex IV Payment Arrangement*) for a particular month's operation shall be deducted by the following percentage(s) for non-compliance of the Operational Performance Requirements in that month:
 - (a) Non-compliance with the requirement A:

Percentage below the Monthly Minimum Target of average Handling Rate of Plastics (round to the nearest percent)	Percentage deduction
Lower than or equals to 30%	5%
Higher than 30% and lower than or equals to 60%	7.5%
Higher than 60% and lower than or equals to 90%	10%
Higher than 90%	12.5%

(b) Non-compliance with the requirement B:

Percentage below the Monthly Minimum Target of average Handling Rate of Designated Recyclables excluding Plastics (round to the nearest percent)	Percentage deduction
Lower than or equals to 30%	5%
Higher than 30% and lower than or equals to 60%	7.5%
Higher than 60% and lower than or equals to 90%	10%
Higher than 90%	12.5%

- (c) Non-compliance with the requirement C ______max. 30%
 - (i) Each conviction of the Operator for an offence under the Air Pollution Control Ordinance (Chapter 311 of the Laws of Hong Kong), Waste Disposal Ordinance (Chapter 354 of the Laws of Hong Kong), Water Pollution Control Ordinance (Chapter 358 of the Laws of Hong Kong), Noise Control Ordinance (Chapter 400 of the Laws of Hong Kong), Employment Ordinance (Chapter 57 of the Laws of Hong Kong), Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong), Occupational Safety and Health Ordinance Chapter 509 (of the Laws of Hong Kong), Minimum Wage Ordinance (Chapter 608 of the Laws of Hong Kong) and Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong) committed in a particular month within the Term in relevance to the carrying out of the Project.
 - (ii) Each failure in a particular month and each continued failure in each subsequent month to fill either one of the positions of manager or supervisor by a full-time staff in exceeding a period of more than ninety (90) days during the Service Period as set out in Section 1.7.2.6 of the Specification 2%

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(III)	which is required to operate as set out in Section 3.3.1.2 and 3.3.1.3 of the Specification
(iv)	Each failure to comply with the operating time of the Recycling Store/temporary collection booth on any day as set out in Section 3.3.1.2 and 3.3.1.3 of the Specification1%
(v)	Failure to provide the required number of sessions of Recycling Spots as specified in Section 3.4.1.5 of the Specification
(vi)	Failure to provide with the Housing Collection Service to the required number of residential premises as specified in Section 3.5.1.3 of the Specification1% for each 5% (or part thereof) incremental shortfall from the required number of Housing Collection Points
(vii)	Failure to issue the required number of posts on the Recycling Store's Page(s) as specified in Section 3.12.1.2 of the Specification1%
(viii)	Receipt of each repeated complaint which is on the same issue or of the same nature as a previous complaint lodged by the same or different person / group of the public at different times during the Service Period and is found substantiated by the Government Representative
(ix)	Receipt of each repeated written warning on non-compliance with project requirements issued by the Government Representative on non-compliance of requirements of the Specification (including failure to implement remedial measures in Section 3.8.1.3) other than those set out in Sections 3.9.2.2 (a), (b) and (c) (i) to (viii) above at different times during the Service Period1%
(x)	Each failure to handle the collected Designated Recyclables stipulated in Sections 3.3.3.3 or 3.3.3.4 of the Specification20%
(xi)	Each failure to rectify improper implementation of the Operation Plan (including failure to provide committed services or meet committed service standard set out in the Operation Plan or the accepted Innovative Suggestions) within the time limit specified in notice issued by Government Representative (and such failure is not covered by any deductions aforementioned)1%
requirement assessed or respect to the	ement A as described in Section 3.9.2.1(a) of the Specification and the t B as described in Section 3.9.2.1(b) of the Specification will be n a monthly basis. The average Handling Rates will be determined with the average of the Handling Rates in the recent 3 months, where the conth is inclusive. The deduction for requirements A and B will only be

applied starting from the 4th month of the Service Period until the end of the Service

Period.

3.9.2.3

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- 3.9.2.4 The requirement C as described in Section 3.9.2.1(c) of the Specification will be assessed on a monthly basis. For Sections 3.9.2.2(c)(i) to 3.9.2.2(c)(xi) of the Specification, the aggregate amount of deduction for a particular month's operation shall not exceed 30% of the monthly payment for payment items No. 5, 7, 9, 11 and 14 of the "Schedule of Fees for Basic Services". The deduction for requirement C will be applied starting from the 1st month of the Service Period until the end of the Term.
- 3.9.2.5 The details of arrangement of the deduction for payment items No. 5, 7, 9, 11 and 14 of the "Schedule of Fees for Basic Services" as well as examples are set out in **Annex IV Payment Arrangement**. Such deductions for these payment items may be made when settling the invoice for the relevant reporting month or for any subsequent reporting months.

3.10 NOT USED

3.11 HOTLINE AND EMAIL SERVICE

- 3.11.1.1 The Operator shall set up and operate a telephone hotline and an email account for individual Store within the first month after the Project Commencement Date. The telephone hotline(s) shall support the function of voice mail and text messaging application (such as WhatsApp or other similar prevalent applications) to allow public to leave messages to the Operator at any time.
- 3.11.1.2 The Operator shall provide response to any public enquiries and complaints received by the telephone hotline(s) and email account(s) during the Term.
- 3.11.1.3 The Operator shall provide adequate staff to handle effectively and promptly any public enquiries, complaints or comments received by the telephone hotline(s) and email account(s), and shall respond to the public enquiries, complaints or comments within three (3) days, unless otherwise agreed with or instructed by the Government Representative.
- 3.11.1.4 The Operator shall provide information related to the enquiries and the complaints received in the monthly report and the quarterly report in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.

3.12 SOCIAL MEDIA AND PRESS MEDIA

3.12.1 Use of Social Media

3.12.1.1 The Operator shall set up and operate at least one dedicated Page (Recycling Store Page) on social media platform(s) for each Store, such as "Facebook", "Instagram" or other prevalent social media platforms, within the first month following the Project Commencement Date.

- 3.12.1.2 The Operator shall issue at least ten (10) posts on individual Recycling Store Page per month during the Service Period. Such posts shall be originally produced by the Operator. For the avoidance of doubt, forwarded posts from other social media pages are not counted. The contents of the posts shall include, without limitation:
 - (a) general information about the Recycling Store(s), including but not limited to the address, operating hours, arrangements under adverse weather conditions, enquiry hotline, types of Designated Recyclables to be collected;
 - (b) information about the Recycling Spots, including but not limited to, the schedule and locations of the Recycling Spots, reminder of upcoming sessions and highlight of each session of the Recycling Spots;
 - (c) information about the Housing Collection Service, including but not limited to, the collection time and frequency of collection, the buildings and premises joining the Housing Collection Service;
 - information about the Community Collection Points, subject to the instruction by the Government Representative, including but not limited to, the locations and the operating hours of the Community Collection Points;
 - (e) information about the Participation Incentive Scheme, such as the procedures for application of membership, the gifts for exchange with Designated Recyclables and other incentives;
 - (f) information about the performance and/or achievements of the Recycling Store(s), such as the monthly collection quantities of the Designated Recyclables and other statistical analysis data relevant to the collection and the handling of the Designated Recyclables;
 - (g) educational and promotional activities on waste reduction and recycling, subject to the instruction by the Government Representative; and
 - (h) information about green living and environmental protection.
- 3.12.1.3 The Operator shall promote the Recycling Store Page(s) to the public and invite the public to follow or subscribe the Recycling Store Page(s).
- 3.12.1.4 The Operator shall illustrate the content of any post as described in Section 3.12.1.2 of the Specification with graphical images, infographics and photos as far as practicable so as to simplify the content of the posts and make the posts become more eye-catching and easy reading. The Operator should also consider the optimal timing for issuing the posts in order to maximise exposure and boosting any important posts that require wider public engagement. The Operator shall provide its own text description to highlight key messages when issuing post or sharing post from other pages.
- 3.12.1.5 The Operator shall monitor the comments, enquires or complaints received from the Recycling Store Page(s) and inbox messages, if available. In the case of time-limited comments or enquiries regarding changes in operations of the Recycling Store(s) stipulated in Section 3.3.1 or changes in operations of Recycling Spots during the situations stipulated in Section 3.4.1.10, the Operator shall respond to

such comments or enquiries as soon as practicable and within the time limit instructed by the Government Representative. In the case of other general comments, enquiries or complaints that are non-sensitive or not urgent, the Operator shall provide response within three (3) days or otherwise agreed by the Government Representative. The Operator shall not delete any comments provided by the public unless otherwise agreed with the Government Representative.

- 3.12.1.6 The Recycling Store Page(s) shall be solely dedicated for the promotion of the Recycling Store(s). The Operator shall not abuse the Recycling Store Page(s) in, including but not limited to:
 - (a) providing comment to any post on other Pages on the social media platform;
 - (b) issuing any post, which is irrelevant to the content as specified in Section 3.12.1.2;
 - (c) sharing any post on other Pages on the social media platform that is not relevant to environmental protection or contradicts to the policy initiatives promoted by the ECF or the Government; and
 - (d) providing comment to any post, issuing any post or sharing any post that involves commercial or non-commercial advertisement, unless otherwise agreed by the Government Representative.
- 3.12.1.7 The Operator shall provide information related to the use of social media in the monthly report and the quarterly report in accordance with the Sections 1.9.4 and 1.9.5 respectively of the Specification.

3.12.2 Contact with Press Media and Interviews

3.12.2.1 The Operator shall not accept interviews from any press media, social media or third parties in relation to the Project or the Services provided under the Project without the prior approval of the Government Representative. The Operator shall inform the Government Representative immediately of any contact from press media related to the Project or the Services provided under the Project and follow the instruction provided by Government Representative in responding to any press enquiries or interviews.

3.13 HOUSE-KEEPING AND MAINTENANCE

3.13.1.1 The Operator shall operate the Recycling Store(s) (Store(s) and Workshop(s)) and the Recycling Spots, in a hygienic, safe and tidy manner to promote a positive image of the Recycling Store(s) through providing a pleasant reception for convenient access of the public and a reasonable working environment to safeguard the occupational health and safety of the staff.

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- 3.13.1.2 The Operator shall arrange to provide regular housekeeping services for the Recycling Store(s) (Store(s) and Workshop(s)), including daily general cleaning and weekly pest control for the Recycling Store(s) (Store(s) and Workshop(s)). The Operator shall keep record for both general cleaning and pest control for inspection by the Government Representative at any time. The Operator shall also assign a supervisor to conduct random inspections to ensure that the general cleaning and pest control are conducted in order.
- 3.13.1.3 The Operator shall properly lock the Recycling Store(s) outside operating hours and maintain good security of the Recycling Store(s), unless otherwise directed by the Government Representative.
- 3.13.1.4 In operating the Recycling Spots, the Operator shall ensure that the Recycling Spots do not pose any environmental and hygienic nuisances to the public. The responsible staff shall conduct inspection on the condition of the venue to ensure it is neat and tidy before returning the venue to the land owners or relevant management parties. The Operator shall collect the waste arisen from the Recycling Spots and temporary collection booth(s) and dispose of them in accordance with Section 1.5.2.1 of the Specification.

3.14 HANDOVER

- 3.14.1.1 Before the end of the Term, the Government Representative may carry out a tender exercise or invitation for a follow-on project or contract, such that a follow-on operator will be appointed and mobilised to continue with the operation once the Services provided under this Project are completed on the last day of the Term.
- 3.14.1.2 The Operator shall take all reasonable steps and co-operate fully with the Government Representative and the follow-on operator to ensure the continuation of the operation of the Services with minimal disruption.
- 3.14.1.3 To ensure a seamless transition of the Services between the Operator and the follow-on operator, the Operator shall co-operate fully with the follow-on operator from the date of its appointment to enable the follow-on operator's staff to take over the Services at the end of the Term without any interruption to the Services provided to the public, the premises, the institutions and other facilities in the Service Area.
- 3.14.1.4 Further to Section 3.14.1.3 of the Specification, not less than one (1) month before the expiry of the Term or such other time as agreed with the Government Representative, the Operator shall hand over the updated details of the operation of the Services as well as the tools/ equipment if appropriate for delivering the Services directly to the follow-on operator, including without limitation:
 - (a) The Participation Incentive Scheme (e.g., the balance or remaining stock under the Scheme, if any):
 - (b) The Recycling Spots (e.g. the tools/equipment for setting the Recycling Spots and the contact of relevant stakeholders for setting up the Recycling Spots);

- (c) The Housing Collection Service (e.g. the contact of premises joining the Housing Collection Service and the logistic arrangement for the collection service);
- (d) The Community Collection Points (e.g. the contact of the premises setting up Community Collection Points and the logistic arrangement for the collection);
- (e) Not used:
- (f) The hotline and email service (e.g. the hotline telephone number(s) and details of the email account(s));
- (g) The Recycling Store's Page(s) in social media platform (e.g. the account details of the Recycling Store's Page(s));
- (h) Smart recycling devices including smart balance and smart recycling bin(s) provided by the Government Representative;
- (i) Branding materials provided by the ECF Committee or Government Representative, if any (the Operator shall also remove the decoration of Collection Vehicle(s) upon the instruction of the Government Representative);
- (j) Visitor counting system(s);
- (k) Unused uniforms provided by the Government Representative, if any;
- (I) The Recycling Store (e.g. the tools/equipment for setting up the Recycling Store as specified in Section 2.2.6.1 and renovation guidelines on Recycling Store which will be provided by the Government Representative upon Project Commencement Date, unless otherwise specified in the Specification or upon the agreement or instruction of the Government Representative).
- 3.14.1.5 The Operator shall respond to queries raised by the follow-on operator or the Government Representative within one (1) month after the Term or within one (1) month after the handover of respective item(s) in Section 3.14.1.4 (a) to (I) as instructed by the Government Representative during the Term and provide information as appropriate at no additional charge to the Government Representative.
- 3.14.1.6 The payment for "handover" as stated in *Annex IV Payment Arrangement* will only be issued if the Government Representative is satisfied with the Operator's facilitation in the handover in accordance with the requirements as set out in Section 3.14.

3.15 OPERATION PLAN

3.15.1.1 The Project Proposal, submitted as part of the Application Form, shall describe the arrangements for the operation of the Recycling Store(s), the provision of Recycling Spots, and the provision of Housing Collection Service, and shall form the basis of the relevant part of the Operation Plan.

- 3.15.1.2 With reference to Section 1.8 of the Specification, the Operator shall submit to the Government Representative for agreement an Operation Plan, which shall include the arrangements and information for operating the Recycling Store(s), provision of Recycling Spots and provision of Housing Collection Service. Such Operation Plan shall include the details required by Section 3 of the Specification covering, without limitation, the following information:
 - (a) Plan for operating the Recycling Store(s), including the key personnel in charging daily operation, contact person, proposed staff roster, proposed workflow of collection and handling of the collected Designated Recyclables, the number of staff to be deployed in public recycling area of the Recycling Store(s) during the operating hours, the list of equipment/machinery/tools to be deployed in the Recycling Store(s), the proposed recyclables processors receiving the handled Designated Recyclables, the incentive scheme (e.g. measures to monitor frauds in obtaining GREEN\$) as well as emergency response;
 - (b) The proposed locations within the Service Area for setting up and operating the Recycling Spots, the proposed schedule and frequency for operating the Recycling Spots at specific locations and the relevant logistic arrangement of operating the Recycling Spots;
 - (c) The proposed target premises or premises wishing to join the Housing Collection Service, the recommended collection frequency for each premises and the logistic arrangement of the provision of Housing Collection Service;
 - (d) The arrangements for phasing in Collection Vehicles (the commencement date of the Service of each Collection Vehicle shall be subject to the Government Representative's approval); and
 - (e) The implementation details of accepted enhancement and innovative suggestions.
- 3.15.1.3 The Operation Plan shall describe the operations of the Recycling Store(s), Recycling Spots and Housing Collection Service required for achieving the performance requirements as stated in Section 3 of the Specification; including the detailed proposed arrangement demonstrating how these are achieved.
- 3.15.1.4 The Operation Plan shall describe the arrangements to complement the services offered by, and avoid competition with, other local recyclers, street corner recycling shops, existing Recycling Station(s), existing Recycling Store(s), and other recycling programmes operated by the private sector or the Government.

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4.1 SCOPE OF PROVISION OF ADDITIONAL SERVICES

4.1.1 General

4.1.1.1 Upon receipt of instructions from the Government Representative, the Operator shall carry out Additional Services as specified in this Section.

4.1.2 **Objectives**

- 4.1.2.1 The Operator shall provide Additional Services as instructed by the Government Representative to meet with the following objectives, without limitation:
 - (a) To set up and operate Additional Recycling Spots for collecting the Designated Recyclables from the public;
 - (b) To provide additional Off-site Collection Service;
 - (c) To set up Community Collection Points and provide collection service support to the Community Collection Points;
 - (d) To provide Promotional and Educational Activities;
 - (e) To provide and operate Additional Collection Vehicles;
 - (f) To provide for decoration of additional Collection Vehicle(s);
 - (g) To provide support to the Government Representative in organising waste reduction and recycling events;
 - (h) To relocate the Store(s) or Workshop(s) to a designated location in accordance with the instruction of the Government Representative;
 - (i) Not used;
 - (j) To provide collection and handling of Designated Recyclables exceeding Monthly Minimum Targets;
 - (k) To provide customer service at Store(s); and
 - (I) To provide additional operating hours of Store in self-service mode.

4.2 PROVISION OF ADDITIONAL RECYCLING SPOTS

- 4.2.1.1 The Operator shall set up and operate Additional Recycling Spots as instructed by the Government Representative in addition to those set up in accordance with Section 3.4.1.5 of the Specification. The Government Representative may from time to time designate specific locations (including but not limited to locations in the vicinity of village, "3-nil building" or single-block building) and operation hours for the Operator to set up Additional Recycling Spots within the Service Area (or other areas within the District Council district(s) where the Service Area is located as instructed by the Government Representative). The Additional Recycling Spots shall be provided at such times as agreed or instructed by the Government Representative. The distribution of sessions of Additional Recycling Spots for normal operating hours (i.e. any three hours between 9:00am to 6:00pm on weekdays), night-time (i.e. 6:00pm to 9:00pm or 5:00pm to 8:00pm for rural villages), and weekend is roughly 40%, 30% and 30% respectively, subject to adjustments with reference to the actual number of sessions and their operating hours as instructed by the Government Representative.
- 4.2.1.2 The Operator shall submit a work plan to the Government Representative within one (1) month after receiving the instruction from the Government Representative on "provision of Additional Recycling Spots". The work plan shall provide information, including, but not limited to, the proposed locations within the Service Area for setting up and operating the Additional Recycling Spots, the proposed schedule and frequency for operating the Additional Recycling Spots at the specified locations and the relevant logistic arrangement of operating the Additional Recycling Spots. The Operator shall also prepare for the associated applications and liaison works to obtain approval from the land owners, management parties or relevant Government departments of the proposed locations for setting up the Additional Recycling Spots to collect the Designated Recyclables.
- 4.2.1.3 The Operator shall set up and operate the Additional Recycling Spots according to the agreed work plan and Sections 2.5 and 3.4 of the Specification, after obtaining the Government Representative's consent on the work plan submitted in accordance with Section 4.2.1.2. The cost for the "Provision of Additional Recycling Spots" shall be included in the payment for Additional Services as stated in *Annex IV Payment Arrangement*.
- 4.2.1.4 The Government Representative reserves the right to instruct the Operator, with at least one (1) month notice in advance, to cease the "provision of Additional Recycling Spots" agreed in Section 4.2.1.3. In such circumstances, the Operator shall cease to operate the Additional Recycling Spots on such a date as specified on receiving instruction from the Government Representative.
- 4.2.1.5 The Operator shall provide information related to "Provision of Additional Recycling Spots" in the monthly report and the quarterly report in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.

4.3 PROVISION OF ADDITIONAL OFF-SITE COLLECTION SERVICE

4.3.1.1 The Operator shall provide additional Off-site Collection Service for collecting Designated Recyclables at specified locations (including but not limited to locations in the vicinity of village, "3-nil building" or single-block building) within or outside the Service Area at specified times as instructed by the Government Representative.

- 4.3.1.2 Unless otherwise specified by the Government Representative, the Operator shall provide the additional Off-site Collection Service in the same manner as the Housing Collection Service set out in Sections 3.5.1.5, 3.5.1.7 to 3.5.1.10 of the Specification. The cost for the "provision of additional Off-site Collection Service" shall be included in the payment for Additional Services as stated in *Annex IV Payment Arrangement*.
- 4.3.1.3 The Government Representative reserves the right to instruct the Operator, with at least one (1) month notice in advance, to cease the "provision of additional Off-site Collection Service" agreed in Section 4.3.1.1 of the Specification. In such circumstances, the Operator shall cease to provide the additional Off-site Collection Service on such a date as specified on receiving instruction from the Government Representative.
- 4.3.1.4 The Operator shall provide information related to "provision of additional Off-site Collection Service" in the monthly report and the quarterly report in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.

4.4 PROVISION OF COMMUNITY COLLECTION POINTS

- 4.4.1.1 The Operator shall submit a work plan to the Government Representative within one (1) month after receiving the instruction from the Government Representative on the "provision of Community Collection Points". The work plan shall provide the information, including, but not limited to, the proposed premises for setting up the Community Collection Points as well as the proposed logistic arrangement for the provision of collection service support to the proposed Community Collection Points.
- 4.4.1.2 The Operator shall identify and recruit suitable premises within the Service Area for setting up the Community Collection Points for the collection of the Designated Recyclables from the general public. The proposed premises for setting up the Community Collection Points shall include, but not limited to, residential buildings and non-residential premises (such as schools and community facilities) or at the specified premises as instructed by the Government Representative that are located within the Service Area (or other areas within the District Council district(s) where the Service Area is located as instructed by the Government Representative).
- 4.4.1.3 The Operator shall set up the Community Collection Points and provide collection service support during the Term after obtaining the Government Representative's consent on the work plan submitted in accordance with Section 4.4.1.1. The cost for the "provision of Community Collection Points" shall be included in the payment for Additional Services as stated in *Annex IV Payment Arrangement*.
- 4.4.1.4 The Government Representative reserves the right to instruct the Operator, with at least one (1) month notice in advance, to cease the "provision of Community Collection Points" agreed in Section 4.4.1.3. In such circumstances, the Operator shall cease to operate the Community Collection Points on such a date as specified on receiving instruction from the Government Representative.
- 4.4.1.5 The Operator shall provide sufficient tools, such as recycling bins, containers approved by the Government Representative, and other associated equipment in design agreed by the Government Representative to set up the Community Collection Points at the premises agreed to set up the Community Collection Points. The Operator shall also assist the representative(s) of the premises to set up the

Community Collection Points accordingly. The Operator shall not charge such premises any fees related to the provision of Community Collection Point and the associated collection service, unless with the prior approval of the Government Representative.

- 4.4.1.6 The Operator shall at least provide collection service for Designated Recyclables to each Community Collection Point on a weekly basis, unless otherwise instructed by the Government Representative. In case where individual Community Collection Point requires more frequent or ad hoc collection service in order to avoid overstocking of Designated Recyclables at the Community Recycling Points, the Operator shall provide collection service to individual Community Collection Point accordingly. For the avoid of doubt, the Operator is not entitled to claiming additional operation fee for provision of more frequent collection as well as any ad hoc collection service provided this Section 4.4 of the Specification. The Operator shall also maintain close liaison with the representative(s) of the premises to ensure the Community Collection Points are properly operated.
- 4.4.1.7 The Operator shall arrange at least one (1) staff member to conduct collection service for each Community Collection Point.
- 4.4.1.8 Not used.
- 4.4.1.9 The Operator shall only accept Designated Recyclables in satisfactory condition. The Operator shall then deliver the collected Designated Recyclables to the Recycling Store(s)/the Workshop(s) for further handling, or deliver suitable collected Designated Recyclables to approved recyclable processors directly. The Operator shall refuse accepting any Designated Recyclables in unsatisfactory condition, non-Designated Recyclables and waste.
- 4.4.1.10 The Operator shall record the quantities of the Designated Recyclables collected from each collection, as well as take photos for each collection at the Community Collection Points for record purpose. Such information shall be included in the monthly report (including photo record) and the quarterly report (photo record not required) in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.

4.5 PROVISION OF PROMOTIONAL AND EDUCATIONAL ACTIVITIES

- 4.5.1.1 The Operator shall organize and conduct Promotional and Education Activities as instructed by the Government Representative. Such activities shall be provided at the Recycling Store(s) as far as practicable and shall not be conducted online, unless otherwise agreed or instructed by the Government Representative.
- 4.5.1.2 The Operator shall submit a work plan to the Government Representative within one (1) month after receiving the instruction from the Government Representative on the "provision of Promotional and Educational Activities". The work plan shall provide the information, including, but not limited to, the proposed premises for setting up the Promotional and Educational Activities, the proposed manpower and resources plan, the proposed logistic arrangement as well as the rundown for the provision of the Promotional and Educational Activities. The cost for the "Provision of Promotional and Educational Activities" shall be included in the payment for Additional Services as stated in *Annex IV Payment Arrangement*.

- 4.5.1.3 The activities shall be organised either by the Operator or jointly with other event organisers. These activities may be standalone events or joint events with other activities, subject to the agreement by the Government Representative. For the avoidance of doubt, the Operator shall be the organiser of the event or a co-organiser, subject to the approval of the Government Representative.
- 4.5.1.4 Unless otherwise specified by the Government Representative, the nature of the activities shall focus on promotion and education of waste reduction and recycling and/or the provision of recycling/collection activities of the GREEN@COMMUNNITY. The activities can be in any physical form, including without limitation, talks, seminars, recyclable collection booths in similar scale of the Recycling Spots as specified in Section 3.4 of the Specification, visits, game booths, etc., at events or activities for the district or local community, or in support of events organised by the Government or non-government organisations, etc., which require the provision of promotional and educational activities on waste reduction and recycling or recycling supporting service.
- 4.5.1.5 Unless otherwise specified by the Government Representative, each activity shall be managed by at least two (2) staff members, shall last for at least one (1) hour and engage at least fifteen (15) participants. The Operator shall not charge the participants any fees related to the Promotional and Education Activities, unless with the prior approval of the Government Representative.
- 4.5.1.6 The Operator shall provide information on the activity's outcomes, including but not limited to, number of participants, actual rundown, and feedback from participants, in the monthly report in accordance with Section 1.9.4 of the Specification.
- 4.5.1.7 In case where there is any adverse weather or emergency, such that the Operator cannot conduct the scheduled activities in accordance with Sections 4.5.1.1 to 4.5.1.3, the Operator shall reschedule the affected activities within the same month as far as practicable. Otherwise, the Operator shall formally notify the Government Representative. The Government Representative will assess, on a case-by-case basis, whether the Operator could still meet the requirements as set out in Sections 4.5.1.1 to 4.5.1.3.
- 4.5.1.8 The Operator shall take photos and keep attendance record for each session of the Promotional and Educational Activities for record purpose. The Operator shall also provide information related to "provision of Promotional and Educational Activities" in the monthly report (including photo record) and the quarterly report (photo record not required) in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.

4.6 PROVISION AND OPERATION OF ADDITIONAL COLLECTION VEHICLES

4.6.1.1 Subject to the instruction of the Government Representative, Additional Collection Vehicle(s) shall be phased in to fulfil the additional requirements as set out in Section 4 of the Specification or other service requirements as instructed by the Government Representative. The cost for the "provision and operation of Additional Collection Vehicles" shall be included in the payment for Additional Services as stated in *Annex IV - Payment Arrangement*. The Additional Collection Vehicle(s) shall be used exclusively for the Project during the operation month required by the Government Representative, unless with prior written approval of the Government Representative.

- 4.6.1.2 Notwithstanding with Section 4.6.1.1, upon the instruction of the Government Representative, the Operator may hire commercial delivery services on a trip-by-trip, day-by-day or other basis as agreed with the Government Representative to fulfil the service requirements as instructed by the Government Representative. The Operator shall provide price quotations or fee estimation of the commercial delivery services for approval of the Government Representative before proceeding to hire commercial delivery services from market. The Operator shall provide all supporting documents in relation to hired commercial delivery services (including order confirmation, invoice, acknowledgement of receipt, etc.) to the Government Representative for verification of the actual fees of the hired commercial delivery services. Upon the completion of the hired commercial delivery services and submission of supporting documents required in this Section 4.6.1.2 to the satisfaction of the Government Representative, the Operator shall be entitled to a reimbursement amount based on the actual fees of the hired commercial delivery services (including rental fees of the commercial vehicles, platform fees, fees of couriers for loading and unloading, toll rates of road tunnels, parking fees, or other fees as agreed with the Government Representative) for the sole purpose of the Project. Reimbursement for hired commercial delivery services shall not be provided without prior approval of the Government Representative for hiring commercial delivery services. Fees incurred for any purposes other than the service requirements specified by the Government Representative shall not be reimbursed. For the avoidance of doubt, payment for Additional Collection Vehicles as stated in **Annex IV - Payment Arrangement** shall not be applicable to commercial delivery services hired in this Section 4.6.1.2.
- 4.6.1.3 Unless otherwise specified by the Government Representative, the Additional Collection Vehicle(s) or the commercial delivery services shall be used for the purposes set out in Section 3.6.1.1 of the Specification.
- 4.6.1.4 Unless otherwise specified or agreed with the Government Representative, the Additional Collection Vehicle or the vehicles of the commercial delivery services shall comply with the requirements set out in Section 3.6.1.2 of the Specification, except that the vehicles of the commercial delivery services are not required to be decorated in accordance with Section 3.6.1.2 (f).
- 4.6.1.5 The Operator shall arrange at least one (1) staff member for operation of each Additional Collection Vehicle.
- 4.6.1.6 The Government Representative reserves the right to instruct the Operator, with at least one (1) month notice in advance, to cease the "provision and operation of Additional Collection Vehicle(s)" agreed in Section 4.6.1.1. In such circumstances, the Operator shall cease to provide and operate the Additional Collection Vehicle(s) on such a date as specified on receiving instruction from the Government Representative.
- 4.6.1.7 The Additional Collection Vehicle(s) shall revert to the Operator on the completion of the Term, or at the time specified by the Government Representative, if any.
- 4.6.1.8 The Operator shall provide information related to "provision and operation of Additional Collection Vehicle(s)" or hired commercial delivery services in the monthly report in accordance with Section 1.9.4 of the Specification.

4.7 PROVISION OF DECORATION OF ADDITIONAL COLLECTION VEHICLE(S)

- 4.7.1.1 Subject to the instruction of the Government Representative, the Operator shall complete the decoration of the additional Collection Vehicle(s), including production and installation of vehicle wrapping stickers, in according with the branding requirements provided by the Government Representative within one (1) month. The cost for the "provision and decoration of additional Collection Vehicle(s)" shall be included in the payment for Additional Services as stated in *Annex IV Payment Arrangement*.
- 4.7.1.2 Notwithstanding with Section 4.7.1.1, in case any damage, loss or injury from any cause whatsoever shall happen to the decoration of the Collection Vehicle(s) during the Service Period, the Operator shall at its own cost and expense and with all possible speed make good, or at the opinion of the Government Representative, shall pay to the Government Representative the cost of making good, any such damage, loss or injury to the satisfaction of the Government Representative.

4.8 PROVISION OF SUPPORT TO THE GOVERNMENT REPRESENTATIVE

- 4.8.1.1 The Government Representative may organise events or jointly organise events with the Operator for the public in relation to waste reduction and recycling from time to time during the Term. Upon instruction of the Government Representative, the Operator shall provide support to the Government Representative for organising the events, in any form, including without limitation, on provisions of Recycling Spot and Housing Collection Service. The Operator shall be fully corporative with the Government Representative for provision of support to the events organised by the Government Representative.
- 4.8.1.2 The Government Representative may instruct the Operator to provide support to the events as described in Section 4.8.1.1 in accordance with the most similar scope of Additional Services.
- 4.8.1.3 The Government Representative may instruct the Operator during the Term to rent additional shop(s) within the Service Area (or other areas within the District Council district(s) where the Service Area is located as instructed by the Government Representative) to set up and operate additional Recycling Store(s) in order to provide additional recycling-related service to the community, and/or provide administrative support to the Government Representative for organising Promotional and Educational Activities to the community. The relevant costs will be covered through variations of Project.

4.9 PROVISION OF RELOCATION OF THE STORE(S) OR WORKSHOP(S) TO DESIGNATED VENUE

4.9.1.1 The Government Representative may instruct the Operator during the Term to relocate the Store(s) or Workshop(s) to designated venue(s) (including but not limited to a public facility) within the Service Area (or other areas within the District Council district(s) where the Service Area is located as instructed by the Government Representative) during the Term. The Operator shall enter into a rental agreement with the owner of the designated venue(s) ("facility owner(s)") designated by the Government Representative within one (1) month upon the instruction, unless otherwise agreed by the Government Representative.

- 4.9.1.2 The Operator shall submit premises floor layout plan(s) of the Store(s) of Workshop(s) (as the case may be) at the new location(s) with proper dimension information upon renting the Store(s) or Workshop(s) at new location(s). Such plans and drawings for the renovation shall be approved in writing by the facility owner if required by the Government Representative. The Operator shall also comply with the requirements set out in Sections 2.2.3.4 and 2.2.3.5 of the Specification.
- 4.9.1.3 The Operator shall complete the renovation of the Store(s) or Workshop(s) (as the case may be) at the new location(s) within two (2) months upon renting the venue(s) in accordance with Section 2.2.6 of **Annex III Project Specification** and the renovation guidelines on Recycling Store which will be provided by the Government Representative upon Project Commencement Date, unless otherwise agreed by the Government Representative. The detailed arrangement of the payment on the renovation costs for instructed relocation of the Store(s) or Workshop(s) is set out in the **Annex IV Payment Arrangement**.

4.10 NOT USED

4.11 PROVISION OF COLLECTION AND HANDLING OF DESIGNATED RECYCLABLES EXCEEDING MONTHLY MINIMUM TARGETS

4.11.1.1 Upon the instruction of the Government Representative, the Operator shall submit a work plan to the Government Representative and propose the estimated amount of additional Designated Recyclables exceeding the Monthly Minimum Targets to be collected and handled, for the agreement by the Government Representative. The tentative additional amount of Designated Recyclables to be collected and handled which is entitled for an additional handling payment, subject to adjustment by the Government Representative or agreement with the Operator, is provided below:

	Plastics	Designated Recyclables excluding Plastics
Tentative additional amount of Designated Recyclables to be collected and handled exceeding the Monthly Minimum Targets which is entitled for an additional handling payment	20 tonnes per month (total: up to 240 tonnes throughout the Term)	45 tonnes per month (total: up to 540 tonnes throughout the Term)

- 4.11.1.2 The additional amount of Designated Recyclables shall be properly collected and handled in accordance with Specification Sections 3.3.2 and 3.3.3.
- 4.11.1.3 The cost for the "Provision of Collection and Handling of Designated Recyclables Exceeding the Monthly Minimum Targets" ("additional handling payment") shall be included in the payment for Additional Services as stated in *Annex IV Payment Arrangement*, subject to the following conditions:

Payment for additional amount of Plastics exceeding the Monthly Minimum Target:

Band	Additional Handling Rate of Plastics exceeding Monthly Minimum Target	Calculation of additional handling payment
Band 0	<4 tonnes in the particular month	No additional handling payment for the additional amount
Band 1	≥4 and <8 tonnes in the particular month	4 x Unit Cost of Item No. 2.7(a) in Budget Proposal
Band 2	≥8 and <12 tonnes in the particular month	8 x Unit Cost of Item No. 2.7(a) in Budget Proposal
Band 3	≥12 and <16 tonnes in the particular month	12 x Unit Cost of Item No. 2.7(a) in Budget Proposal
Band 4	≥16 and <20 tonnes in the particular month	16 x Unit Cost of Item No. 2.7(a) in Budget Proposal
Band 5	≥20 tonnes in the particular month	20 x Unit Cost of Item No. 2.7(a) in Budget Proposal

Payment for additional amount of Designated Recyclables excluding Plastics exceeding the Monthly Minimum Target:

Band	Additional Handling Rate of Designated Recyclables excluding Plastics exceeding Monthly Minimum Target	Calculation of additional handling payment
Band 0	<45 tonnes in the particular month	No additional handling payment for the additional amount
Band 1	≥45 tonnes in the particular month	45 x Unit Cost of Item No. 2.7(b) in Budget Proposal

4.11.1.4 Unless with the approval of the Government Representative, the Operator shall not refuse to accept or refuse to arrange proper handling of Designated Recyclables received in the Recycling Store or other collection services under the Project solely because the handling rate of the Designated Recyclables exceeds the Monthly Minimum Target or the additional amount for achieving the maximum additional handling payment above.

4.12 PROVISION OF CUSTOMER SERVICE AT STORE(S)

- 4.12.1.1 The Operator shall provide staff member(s) to provide customer service at open area for public recycling in the Store(s) throughout the specified times as instructed by the Government Representative. The cost for the "provision of customer service at Store(s)" shall be included in the relevant items of Additional Services as provided in *Annex IV Payment Arrangement*.
- 4.12.1.2 The Government Representative reserves the right to instruct the Operator, with at least one (1) month notice in advance, to cease the "provision of customer service at Store(s)" agreed in Section 4.12.1.1 of the Specification. In such circumstances, the Operator shall cease to provide the customer service at Store(s) on such a date as specified on receiving instruction from the Government Representative.
- 4.12.1.3 The specified times can be any time and any day during the operating hours of the Store(s) as specified in Section 3.3.1.3 of the Specification or the additional operating hours of Store as instructed by the Government Representative in accordance with Section 4.13 of the Specification. For the avoidance of doubt, the Government Representative may from time to time adjust the specified times (including but not limited to the daily duration) and number of staff for providing customer service at Store(s) required and the Operator shall corporate with the Government Representative and make such adjustments within the time specified by the Government Representative. A possible distribution of the specified times for providing customer service at Store(s) is provided below, subject to adjustments with reference to the actual man-hour as instructed by the Government Representative:

Duration in Service Period	Tentative Number of Man-hour of Customer Service at Each Store
1 st to 3 rd month	Seven (7) man-hour per day per Store
4 th month to the end of Service Period	Three (3) man-hour per day per Store

- 4.12.1.4 The Operator shall provide customer service at Store(s) in accordance with the following requirements:
 - (a) To assist and educate the public in sorting and weighing Designated Recyclables and remove any contaminated recyclables, non-Designated Recyclables or non-recyclables;
 - (b) To answer enquiries and handle complaints from the public on the services and operation of the Store;
 - (c) To promote the ePIS and assist the public in downloading the GREEN\$ app;
 - (d) To assist and educate the public in inputting required information into smart balance or using smart recycling devices and receive GREEN\$;
 - (e) To provide gift items provided by the Government Representative for redemption by the public, and assist and educate the public in gift redemption through GREEN\$ app;

- (f) To educate the public on using smart recycling devices in a proper manner to avoid damage to smart recycling devices due to improper usage;
- (g) To maintain order in queuing and handle any disputes; and
- (h) To closely monitor any frauds in obtaining GREEN\$ and immediately handle any suspected cases.
- 4.12.1.5 The Operator shall provide information related to "provision of customer service at Store(s)" in the monthly report and the quarterly report in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.

4.13 PROVISION OF ADDITIONAL OPERATING HOURS OF STORE IN SELF-SERVICE MODE

- 4.13.1.1 The Operator shall provide manpower and resources required to provide additional operating hours of Store in self-service mode as instructed by the Government Representative. The cost for the "provision of additional operating hours of Store in self-service mode" shall be included in the relevant items of Additional Services as provided in *Annex IV Payment Arrangement*.
- 4.13.1.2 The Government Representative reserves the right to instruct the Operator, with at least one (1) month notice in advance, to cease the "provision of additional operating hours of Store in self-service mode" agreed in Section 4.13.1.1 of the Specification. In such circumstances, the Operator shall cease to provide additional operating hours of Store on such a date as specified on receiving instruction from the Government Representative.
- 4.13.1.3 The specified times of the additional operating hours of Store in self-service mode can be any time and any day in extension to the original number of operating hours of the Store(s) as specified in Section 3.3.1.3 of the Specification. For the avoidance of doubt, the Government Representative may from time to time adjust the specified times (including but not limited to the daily duration, start time and end time) required and the Operator shall corporate with the Government Representative and make such adjustments within the time specified by the Government Representative. A possible distribution of the specified times for providing additional operating hours of Store in self-service mode is provided below, subject to adjustments with reference to the actual hours of operation as instructed by the Government Representative:

Duration in Service Period	Tentative Number of Additional Operating Hours of Store in Self- service Mode
Throughout the Service Period	Up to three (3) additional operating hours of Store per day per Store

4.13.1.4 Unless otherwise specified by the Government Representative, the Operator shall provide the additional operating hours of Store in self-service mode in the same manner as the original number of operating hours of Store set out in Section 3.3 of the Specification, including but not limited to provision of at least one (1) staff member for a Store (who may be stationed at the backstage of the Store without providing customer services) in accordance with Section 3.3.1.5 of Specification throughout the additional operating hour of the Store in self-service mode.

4. PROVISION OF ADDITIONAL SERVICES

4. PROVISION OF ADDITIONAL SERVICES			
4.13.1.5	The Operator shall provide information related to "provision of additional operating hours of Store in self-service mode" in the monthly report and the quarterly report in accordance with Sections 1.9.4 and 1.9.5 respectively of the Specification.		

Recycling Store Projects			
4. PROVISION OF ADDITIONAL SERVICES			
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APPENDIX A

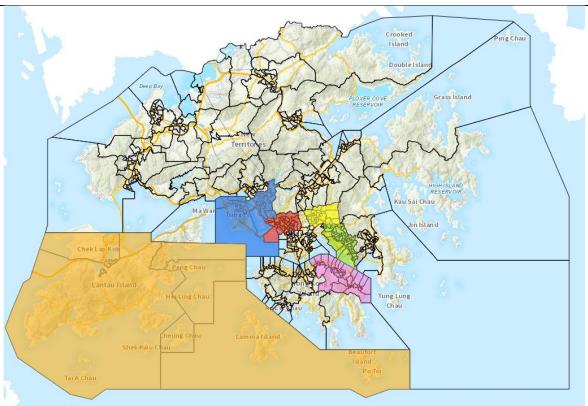
BOUNDARY OF THE SERVICE AREA

(Section 1.3.1.1 of Annex III - Project Specification refers)

Recycling Store Projects

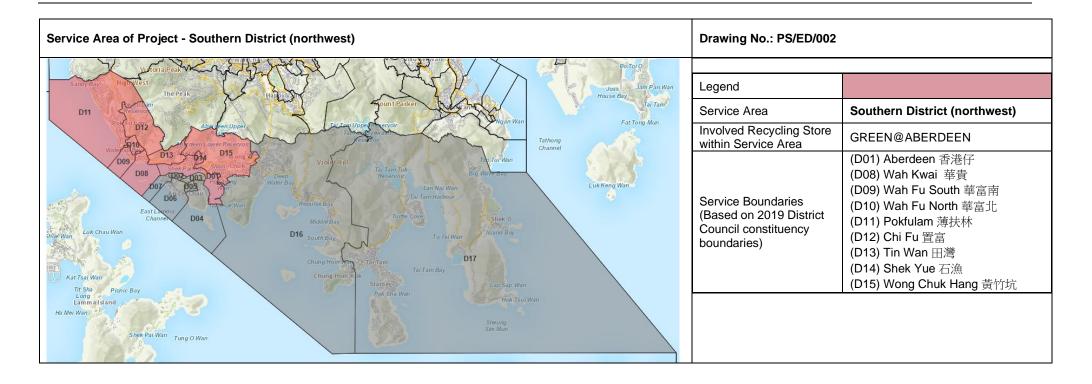
[Please refer to pages 2 to 14]

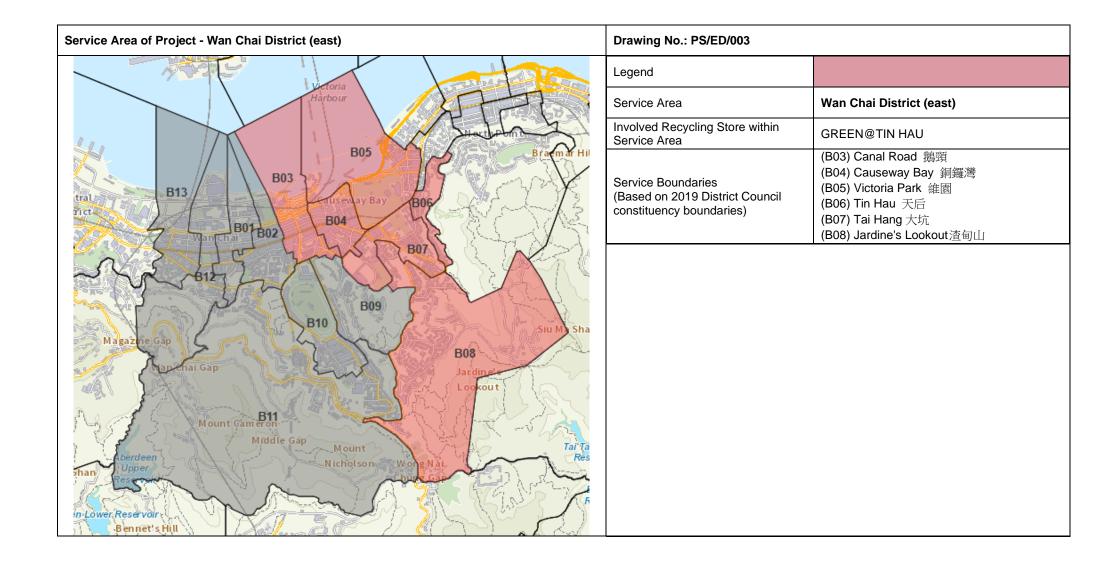
Service Area of Project - Eastern District, Kwun Tong District, Sham Shui Po District, Wong Tai Sin District, Islands District and Kwai Tsing District

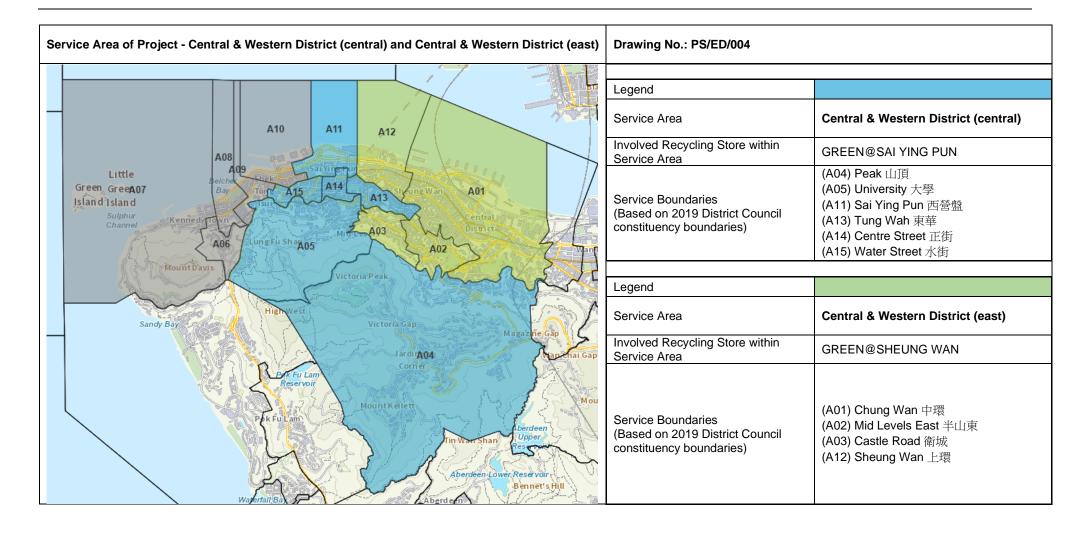


Drawing N	lo.: PS/ED/001

Legend	Service Area	Involved Recycling Store within Service Area
	Eastern District	GREEN@ QUARRY BAY
	Kwun Tong District	GREEN@ YUE MAN SQUARE
	Sham Shui Po District	GREEN@ CHEUNG SHA WAN
	Wong Tai Sin District	GREEN@ SAN PO KONG
	Islands District	GREEN@ MUI WO
	Kwai Tsing District	GREEN@ TSING YI





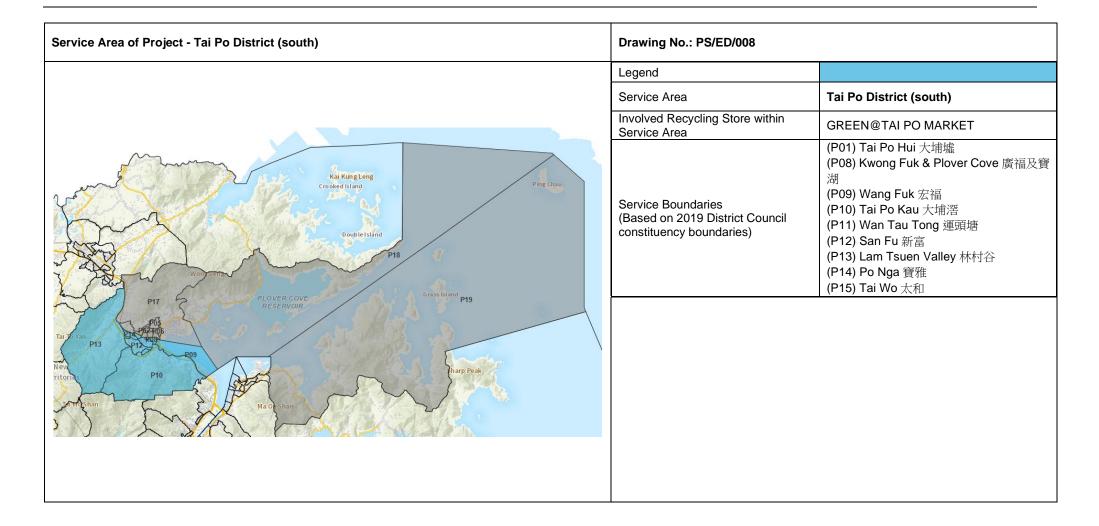


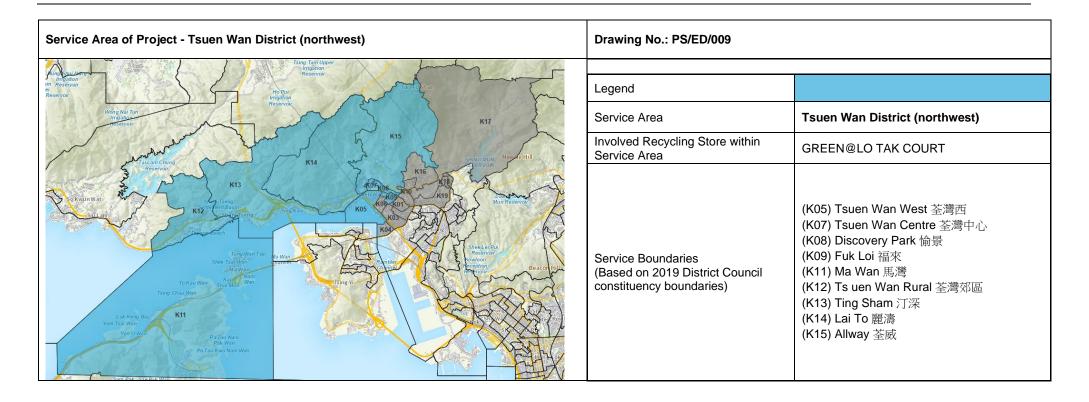
Service Area of Project - Kowloon City District (To Kwa Wan), Kowloon City District (Hung Hom), Kowloon City District (Ho Man Tin)	Drawing No.: PS/ED/005	
	Legend	
	Service Area	Kowloon City District (To Kwa Wan)
Michigan Kontool (Involved Recycling Store within Service Area	GREEN@TO KWA WAN
Butterfly Copy's Nest Cham Tin Shan Este's Nest Valey Copy's Nest Cham Tin Shan Cham Tin Shan Cham Tin Shan Cham Tin Shan Reservoir Faste's Nest Copy's Nest Copy	Service Boundaries (Based on 2019 District Council constituency boundaries)	(G02) Sung Wong Toi 宋皇臺 (G03) Ma Hang Chung 馬坑涌 (G04) Ma Tau Kok 馬頭角 (G05) Lok Man 樂民 (G12) Kai Tak North 啟德北 (G13) Kai Tak East 啟德東 (G14) Kai Tak Central & South 啟德中及南 (G15) Hoi Sham 海心 (G16) To Kwa Wan North 土瓜灣北
G08 G00 G00 G00 G00 G00 G00 G00		
G06 G16 G15 G14 G18 Ruun Tone	Legend	
G23 Kowfoon Bay G22 G19 Tam in a Toul	Service Area	Kowloon City District (Hung Hom)
	Involved Recycling Store within Service Area	GREEN@HUNG HOM
Total Land Control of the Control of	Service Boundaries (Based on 2019 District Council constituency boundaries)	(G17) To Kwa Wan South 土瓜灣南 (G18) Hok Yuen Laguna Verde 鶴園海逸 (G19) Whampoa East 黃埔東 (G20) Whampoa West 黃埔西 (G21) Hung Hom Bay 紅磡灣 (G22) Hung Hom 紅磡 (G23) Ka Wai 家維

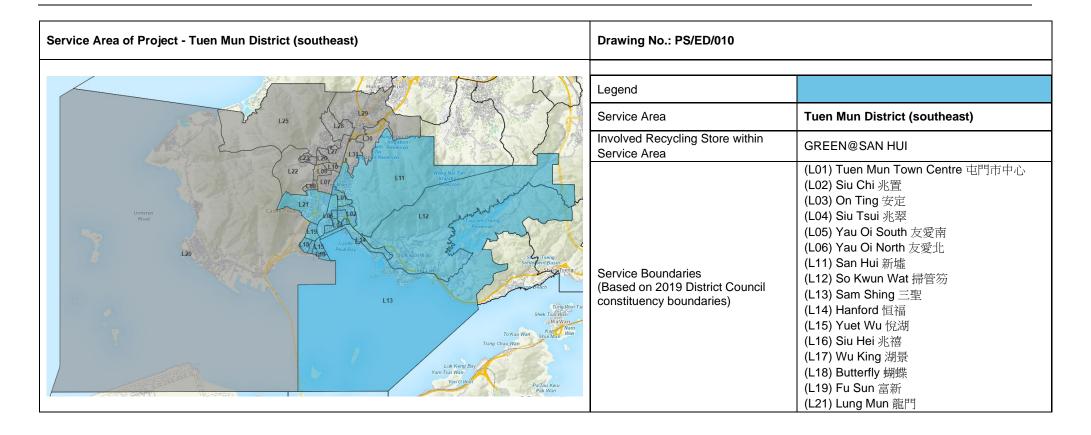
Service Area of Project - Kowloon City District (To Kwa Wan), Kowloon City District (Hung Hom), Kowloon City District (Ho Man Tin)	Drawing No.: PS/ED/005	
	Legend	
	Service Area	Kowloon City District (Ho Man Tin)
	Involved Recycling Store within Service Area	GREEN@WALLED CITY
	Service Boundaries (Based on 2019 District Council constituency boundaries)	(G01) Ma Tau Wai 馬頭圍 (G06) Sheung Lok 常樂 (G07) Ho Man Tin 何文田 (G08) Kadoorie 嘉道理 (G09) Prince 太子 (G10) Kowloon Tong 九龍塘 (G11) Lung Shing 龍城 (G24) Oi Man 愛民 (G25) Oi Chun 愛俊

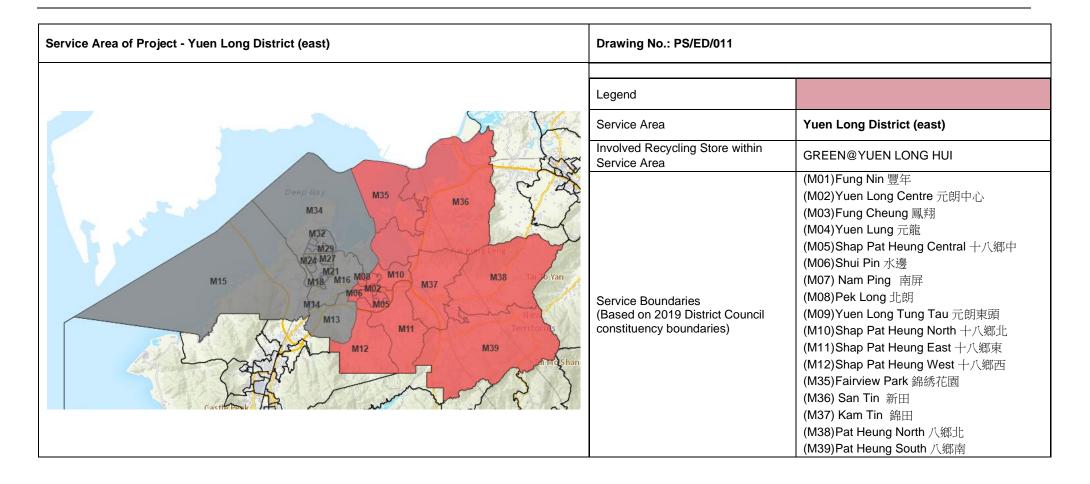
Service Area of Project - Yau Tsim Mong District (north)	Drawing No.: PS/ED/006	
F11 F12 F14	Legend	
E10 E13	Service Area	Yau Tsim Mong District (north)
E08 E09 E15	Involved Recycling Store within Service Area	GREEN@TAI KOK TSUI
E02 E04 YauMan E19 E20 E17 Tsim sha Tsul	Service Boundaries (Based on 2019 District Council constituency boundaries)	(E06) Mong Kok West 旺角西 (E07) Fu Pak 富柏 (E08) Olympic 奧運 (E09) Cherry 櫻桃 (E10) Tai Kok Tsui South 大角咀南 (E11) Tai Kok Tsui North 大角咀北 (E12) Tai Nan 大南 (E13) Mong Kok North 旺角北 (E14) Mong Kok East 旺角東 (E15) Mong Kok South 旺角南
E01 Pout Harbour		

Service Area of Project - North District (south) and North District (north) Drawing No.: PS/ED/007 Kai Kung Leng Crooked Island N16 Double Island N18 N11 PLOVER COVE RESERVOIR Legend **North District (north)** Service Area **North District (south)** Involved Recycling Store within GREEN@FANLING GREEN@SHEK WU HUI Service Area (N04) Wah Do 華都 (N05) Wah Ming 華明 (N06) Yan Shing 欣盛 (N12) Choi Yuen 彩園 Service Boundaries (N07) Fanling South 粉嶺南 (N13) Shek Wu Hui 石湖墟 (Based on 2019 District Council (N08) Shing Fuk 盛福 (N15) Fung Tsui 鳳翠 constituency boundaries) (N10) Yu Tai 御太 (N16) Sha Ta 沙打 (N11) Sheung Shui Rural 上水鄉郊 (N18) Queen's Hill 皇后山











APPENDIX B

MONTHLY MINIMUM TARGET ON COLLECTION AND HANDLING OF DESIGNATED RECYCLABLES CORRESPONDING TO EACH SERVICE AREA

(Section 3.8.1.1 of Annex III - Project Specification refers)

Recycling Store Projects

[Please refer to pages 2 to 3]

Monthly Minimum Target on handling of Designated Recyclables corresponding to each Service Area during the Service Period (Specification Section 3.8.1.1 refers)

No.	Service Area	Involved Recycling Store within Service Area	Monthly Minimum Target (tonnes / month)	
			(i) Plastics	(ii) Designated Recyclables excluding Plastics
1.	Eastern District	GREEN@ QUARRY BAY	15	20
2.	Southern District (northwest)	GREEN@ ABERDEEN	15	15
3.	Wan Chai District (east)	GREEN@TIN HAU	12	15
4.	Central & Western District (central)	GREEN@ SAI YING PUN	15	15
5.	Central & Western District (east)	GREEN@ SHEUNG WAN	15	15
6.	Kowloon City District (To Kwa Wan)	GREEN@ TO KWA WAN	15	20
7.	Kowloon City District (Hung Hom)	GREEN@ HUNG HOM	15	20
8.	Kowloon City District (Ho Man Tin)	GREEN@ WALLED CITY	15	20
9.	Kwun Tong District	GREEN@ YUE MAN SQUARE	20	20
10.	Sham Shui Po District	GREEN@ CHEUNG SHA WAN	20	20
11.	Yau Tsim Mong District (north)	GREEN@ TAI KOK TSUI	15	20
12.	Wong Tai Sin District	GREEN@ SAN PO KONG	20	20
13.	Islands District	GREEN@MUI WO	12	15
14.	North District (south)	GREEN@FANLING	15	15
15.	North District (north)	GREEN@ SHEK WU HUI	15	15
16.	Tai Po District (south)	GREEN@ TAI PO MARKET	12	15
17.	Tsuen Wan District (northwest)	GREEN@ LO TAK COURT	20	20

No.	Service Area	Involved Recycling Store within Service Area	Monthly Minimum Target (tonnes / month)	
			(i) Plastics	(ii) Designated Recyclables excluding Plastics
18.	Kwai Tsing District	GREEN@TSING YI	20	15
19.	Tuen Mun District (southeast)	GREEN@SAN HUI	20	15
20.	Yuen Long District (east)	GREEN@ YUEN LONG HUI	20	20

APPENDIX C

REFERENCE DESIGN OF THE RECYCLING SPOT & LIST OF EQUIPMENT

(Section 2.5.1.4 of Annex III - Project Specification refers)

Recycling Store Projects

[Please refer to pages 2 to 4]

Reference design of Recycling Spot is illustrated in the photo below. Materials to be provided by the Government Representative are listed in Table A. The other materials and equipment, including but not limited to those listed in Table B, shall be provided by the Operator at its own cost.



Table A. List of Equipment to be Provided by the Government Representative

	Descriptions	Reference photos
1.	Marquee or Patio Umbrella	MEISE COLL IN MEET
2.	Pop-up Banner with time display cards	(日本) 1 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日
3.	Recycling Rack Set - including Papers, Metals, Plastic Bottles, Mixed Plastics, Glass Bottles, Small Electrical Appliances and Beverage cartons	

Table B. List of Equipment to be Provided by the Operator at Its Own Costs

	Descriptions	Reference photos
1.	Bowhead Flag with Stand - Flag Dimension: 530 (W) x 1980 (H) mm - Assembled Dimension: 530 (W) x 2600 (H) mm	1400 mm 3600 mm 3600 mm 530 mm
2.	Foldable Table - Dimension: 1200 (L) x 700 (W) x 750 (H) mm - Minimum loading capacity: 20 kg - Color: White	1200sem Radius TK. Volume Vo
3.	Table Banner - Dimension: 1120 (L) x 680 (W) mm	線在 国品 GREEN — COMMUNITY
4.	Stands for displaying publicity materials - Dimension: 297 x 420 mm (A3 size) - Color: White	DAGO BANGARAN AND AND AND AND AND AND AND AND AND A
5.	Portable chair(s) - Color: White	

6.	Publicity materials (e.g. notice on schedule of recycling spots, notice on GREEN\$ Conversion Rates) as instructed by the Government Representative	N/A
7.	Containers for storage of collected recyclables (e.g. transparent bags and canvas bags)	N/A
8.	Sufficient number of balances	N/A
9.	Sufficient number of mobile devices for participation of ePIS if necessary	N/A

APPENDIX D

LOCATIONS OF INVOLVED RECYCLING STORES

(Section 2.2.2.2 of Annex III - Project Specification refers)

Recycling Store Projects

[Please refer to pages 2 to 3]

No.	Service Area	Involved Recycling Store within Service Area	Location of Involved Recycling Store within Service Area
1.	Eastern District	GREEN@ QUARRY BAY	Shop 130, East Pavilion, 1010-1056 King's Road, Quarry Bay
2.	Southern District (northwest)	GREEN@ ABERDEEN	1/F, Aberdeen Market, 203 Aberdeen Main Road, Aberdeen
3.	Wan Chai District (east)	GREEN@TIN HAU	Shop M & M1, G/F, Triumph Court, 13-41 Electric Road, Tin Hau
4.	Central & Western District (central)	GREEN@ SAI YING PUN	G/F, 224 Queen's Road West, Sai Ying Pun
5.	Central & Western District (east)	GREEN@ SHEUNG WAN	G/F, Wing Hing Commercial Building, 16 Sutherland Street, Sheung Wan
6.	Kowloon City District (To Kwa Wan)	GREEN@ TO KWA WAN	Shop D, G/F, 93 Pau Chung Street, To Kwa Wan (San Shan Road Entrance)
7.	Kowloon City District (Hung Hom)	GREEN@ HUNG HOM	G/F, 103 Wuhu Street, Hung Hom
8.	Kowloon City District (Ho Man Tin)	GREEN@ WALLED CITY	G/F & 1/F, 48 Lion Rock Road, Kowloon City
9.	Kwun Tong District	GREEN@ YUE MAN SQUARE	Shop C, G/F, Yan On Mansion, 357-375 Ngau Tau Kok Road, Kwun Tong
10.	Sham Shui Po District	GREEN@ CHEUNG SHA WAN	Shop G01 & G02, G/F, 188 Fuk Wa Street, Cheung Sha Wan
11.	Yau Tsim Mong District (north)	GREEN@ TAI KOK TSUI	Shop C & D, G/F, Tai Yick Building, 117-119 Ivy Street, Tai Kok Tsui
12.	Wong Tai Sin District	GREEN@ SAN PO KONG	G/F, San Po Kong Mansion, 98-100 Choi Hung Road, San Po Kong
13.	Islands District	GREEN@MUI WO	Shop D, G/F, Silver Centre Building, 10 Mui Wo Ferry Pier Road, Mui Wo
14.	North District (south)	GREEN@FANLING	Shop A111, 1/F, Flora Plaza, 88 Pak Wo Road, Fanling
15.	North District (north)	GREEN@ SHEK WU HUI	G/F, 80 Lung Sum Avenue, Sheung Shui
16.	Tai Po District (south)	GREEN@ TAI PO MARKET	G/F, Central Plaza, 51-59 Kwong Fuk Road, Tai Po
17.	Tsuen Wan District (northwest)	GREEN@ LO TAK COURT	Shop 2, G/F, 423-427 Castle Peak Road - Tsuen Wan, Tsuen Wan

No.	Service Area	Involved Recycling Store within Service Area	Location of Involved Recycling Store within Service Area
18.	Kwai Tsing District	GREEN@TSING YI	Shop TSY 208 at Tsing Yi MTR Station (U2 Floor, Tung Chung Line Concourse)
19.	Tuen Mun District (southeast)	GREEN@SAN HUI	Shop 12, G/F, Ming Wai Building, 4-26 Tuen Mun Heung Sze Wui Road, San Hui, Tuen Mun
20.	Yuen Long District (east)	GREEN@ YUEN LONG HUI	Shop 11, G/F, Chun Chu House, 1 Castle Peak Road - Yuen Long, Yuen Long