

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
ADMINISTRATION WING, CHIEF SECRETARY FOR ADMINISTRATION'S OFFICE
TENDER FOR THE PROVISION OF SERVICES**

Tender Ref. : DAU/1/2022/T

TENDER FORM

Contract No. : _____

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked
“Tender for Provision of Security Service to the Hong Kong Public Records Building”

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department
must be deposited in the Government Logistics Department
Tender Box situated on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong
before 12:00 noon (time) on 5 July 2022 (Hong Kong time). Late Tenders will not be accepted.

INTERPRETATION

PART 1 — TERMS OF TENDER

PART 2 — CONDITIONS OF CONTRACT

PART 3 — SERVICE SPECIFICATIONS

CONTRACT SCHEDULES AND OTHER TENDER DOCUMENTS

The Interpretation, Terms of Tender, Conditions of Contract, Service Specifications, Contract Schedules and other Tender Documents are attached to this Tender Form.

Dated this 10th day of June 20 22

Ms Rachel SIU

Government Representative

PART 4 — OFFER TO BE BOUND

1. Having read the Tender Documents, I/we, the Tenderer mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
2. I/We, the Tenderer mentioned below, do hereby agree to carry out all and any of the Services at the rate(s) quoted by me/us in Contract Schedule 1 free of all other charges, subject to and in accordance with the terms and conditions of the Tender Documents.

Signed by the Tenderer / Signed by an authorised signatory for and on behalf of the Tenderer :

Name of the Tenderer :

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

Date :

PART 5 MEMORANDUM OF ACCEPTANCE

On behalf of the Government of the Hong Kong Special Administrative Region,
I

(name and position of officer)

accept your Tender for the Contract relating to the following Item(s). A copy of each document constituting the Contract is hereby attached for identification purposes.

Dated this _____ day of _____ 20 _____

Signed by the said _____ in the presence of : _____

香港特別行政區政府
政務司司長辦公室轄下行政署

招標承投提供服務

招標編號： DAU/I/2022/T

投標表格

合約編號： _____

投遞標書

投遞標書，必須填妥此表格，一式三份密封於無標記的信封內，信封面註明

「為香港歷史檔案大樓提供保安服務投標書」，

致 政府物流服務署開標委員會 主席 收，並於 二零二二 年 七 月 五 日
中午十二時 （香港時間） 前投入設於 香港北角渣華道333號北角政府合署地下

「政府物流服務署」 的投標箱內。逾期投標概不受理。

釋 義

第1部分 — 招標條款

第2部分 — 合約條款

第3部分 — 服務規格

合約附表及其他招標文件

釋義、 招標條款 、合約條款、服務規格、合約附表及其他招標文件均夾附於本投標表格內。

日期： 二〇 二二 年 六 月 十 日

蕭慧琪女士

政府代表

招標編號： DAU/12022/T

第 4 部分 — 應約履行

1. 我／我們，下述投標者，經參閱本招標文件後，同意受當中訂定的所有條款及條件約束。
2. 我／我們，下述投標者，同意按照本招標文件的招標條款及條件，以我／我們在合約附表1呈報的單價，依約提供全部及任何服務，不再收取其他任何費用。

由投標者簽署／獲授權簽署人為及

代表投標者簽署

:

投標者名稱

:

獲授權簽署人姓名及職位（如適用）：

日期

:

第 5 部分 接受投標備忘錄

本人

（姓名及職位）

現代表香港特別行政區政府，接納你就以下項目的合約遞交的標書。現付上構成合約的每份文件的副本，以供識別之用：

日期：二〇_____年_____月_____日

簽署人：

見證人：

INTERPRETATION

1. In these Tender Documents, the following words and expressions have the meaning hereby assigned to them except when the context otherwise requires -

“Accepted Innovative Suggestion”	means an Innovative Suggestion and its specifications, subject to negotiations if any, accepted by the Government;
“Admin Wing, CSO”	means Administration Wing, Chief Secretary for Administration’s Office;
“Alternative Authentication Method” or “AAM”	means the use of an Identification Code for the submission of a Tender via the e-Tender Box in lieu of the use of a digital certificate;
“Commencement Date”	means 1 December 2022 or a date as specified by the Government under Clause 1.2 of the Conditions of Contract;
“Contract”	means the contract made between the Contractor in accordance with the Tender Form and the Government for the provision of the Services on the terms set out in the Terms of Tender, the Conditions of Contract, the Service Specifications and all the Contract Schedules;
“Contract Deposit”	means the deposit as more particularly described in Clause 15 of the Terms of Tender and Clause 58 of the Conditions of Contract;
“Contract Schedules” or “Schedules”	means the schedules for the Contract hereto attached to the Tender Documents;
“Contractor”	means the Tenderer whose tender is accepted by the Government;
“Contractor’s Employee”	means any one or more employee or employees, as the case may be, of the Contractor who is/are deployed by the Contractor to perform the Services under the Contract;
“Debarment Period”	means the period during which a Tenderer is debarred from tendering for any Non-skilled Worker Contract due to: <p>(a) conviction of any of the Relevant Offences, as provided under Clause 8.3.1 of the Terms of Tender; or</p> <p>(b) accumulation of three Demerit Points over a rolling period of 36 months, as provided under Clause 8.4 of the Terms of Tender;</p>

“Demerit Points”	<p>means the demerit points attracted due to issue of notices of default by any Government bureaux or departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of:</p> <ul style="list-style-type: none"> (a) wages; (b) holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month; (c) wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted; (d) daily maximum working hours; (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days; (f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned); and (g) gratuity payable to Non-skilled Workers with no less than one year of service under a continuous contract;
“Electronic Record”	has the meaning given to it under the ETO;
“Electronic Tendering”	means the making and submission of a Tender through the e-Tender Box whether through the use of a digital certificate or through the use of an Identification Code;
“essential requirement”	means a requirement specified in the Tender Documents which is identified as an essential requirement or a requirement in relation to which it is stated in the Tender Documents that the non-compliance by a Tender or a Tenderer as at the Tender Closing Time will lead to that Tender or Tenderer not being considered further (or the Tender or Tenderer being disqualified);
“Estimated Contract Value”	means the amount of payment for the provision of the Services as quoted in Contract Schedule 1 and accepted by the Government Representative;

“e-Tender Box” or “ETB”	means the electronic tendering platform of the information technology system known as “Procurement and Contract Management System” or “PCMS” of the GLD for ETB Users to view tender notices and tender documents, and prepare and submit tenders electronically whether through the use of a digital certificate or an Identification Code;
“ETB User”	means a person who has registered with the PCMS whether as a GLD supplier, or a GLD subscriber, or a person who is for the time being just an applicant to become a GLD supplier up to the time of the notification of the result of its application;
“ETO”	means the Electronic Transactions Ordinance (Cap. 553);
“general holiday” or “public holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Government”	means the Government of Hong Kong;
“Government Representative”	means (a) the Government Records Service Director acting for and on behalf of the Government; (b) any public officer authorised by the Government Records Service Director; and (c) any other public officer authorised by the public officer referred to in (b) for the purposes of the Contract. The Government may change the Government Representative and/or the post title from time to time as it thinks fit without prior notice to the Contractor;
“GLD”	means the Government Logistics Department;
“GRS”	means the Government Records Service, Chief Secretary for Administration’s Office of the Government;
“Guards”	means the Senior Security Guard and the Security Guard provided by the Contractor for carrying out the Services;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Identification Code”	means a unique 8-character code generated by the ETB and sent to the email account registered by the ETB User with the PCMS (viz., “registered email account”) upon the request of the ETB User for the submission of a Tender through the use of such code;
“Innovative Suggestion”	means an innovative suggestion proposed by the Tenderer in its Tender to be assessed under Assessment Criteria (4)(a) and (4)(b) of the Marking Scheme and Assessment Criteria at Annex A ;
“Intellectual Property Rights” or “IPR”	means patents, trade marks, service marks, trade names, design rights, copyrights, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future

	(of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;
“Invitation to Tender”	means this invitation to tender for the provision of the Services to the Government on the terms and conditions set out in the Tender Documents;
“Management”	means the officer-in-charge of the Venue or any officer authorised to act on his behalf for the purpose of the Contract;
“Materials”	means any and all works and materials of whatsoever nature (including their drafts and uncompleted versions) developed, written, prepared, produced, created, collected, compiled or provided by or on behalf of or for the Contractor, in relation to the Services or for the purposes of the Contract including without limitation, any reports, summaries, models, questionnaires, analyses, papers, advice, recommendations, documents, records, plans, designs, drawings, pictures, diagrams, images, sound, music, formula, tables, charts, databases, computer source codes, compilation of data or information, data or information collected, compiled, produced or created by the Contractor, its employees, agents or sub-contractors in relation to the Services or for the purposes of the Contract, recorded or stored by whatever means;
“Monthly Fee”	means a sum equivalent to the total of all Monthly Rate applicable to the Venue at which the Contractor has provided the Services, and as adjusted in accordance with Clause 56.2 of the Conditions of Contract;
“Monthly Rate”	means the monthly rate quoted in item 1 of the Contract Schedule 1;
“Non-collusive Tendering Certificate”	means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender under Clause 5.2 of the Terms of Tender;
“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor and/or the sub-contractor to work under the Contract, and for the present purpose, include Security Guards and Senior Security Guards;
“Non-skilled Worker Contract”	means a non-works service contract of the Government that relies heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation to Tender, includes this Contract;
“Original Tender Closing Date”	means the latest date and time (Time) before which tenders must be lodged, which is specified in the “Lodging of Tender” section of the Tender Form, regardless of whether the date and time has been extended subsequently;
“Paper-based	means the making and submission of a Tender in paper form in

Tendering”	accordance with the “Lodging of Tender” section of the Tender Form;
“Person”	means any individual, corporation, partnership or firm;
“Predecessor Ordinance”	means the Companies Ordinance (Cap. 32) as in force from time to time before the commencement of the new Companies Ordinance (Cap. 622);
“Relevant Offences”	means the offences as defined in Clause 8.3.1 in the Terms of Tender;
“Review Mechanism”	means the mechanism under which any person who is debarred from tendering for any Non-skilled Worker Contract due to conviction of any of the Relevant Offences may apply to the Central Tender Board of the Government to review the length of the Debarment Period. Details of the mechanism are set out in the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm . For the avoidance of doubt, the Review Mechanism does not apply to the Debarment Period imposed as a result of accumulation of Demerit Points;
“Security Company Licence”	means a valid Type I Security Company Licence issued by the Security and Guarding Services Industry Authority under section 21 or renewed under section 23 of the Security and Guarding Services Ordinance (Cap. 460) for provision of security guard services;
“Security Guard”	means a person who holds a valid Category B Security Personnel Permit issued under the Security and Guarding Services Ordinance (Cap. 460) and is deployed by the Contractor to perform the duties set out in the Service Specifications at the Venue;
“Security Personnel Permit”	means a permit issued to an individual by the Commissioner of Police under section 14 or renewed under section 15 of the Security and Guarding Services Ordinance (Cap. 460) for doing the type of security work described in the Contract;
“Senior Security Guard”	means a person who holds a valid Category B Security Personnel Permit issued under the Security and Guarding Services Ordinance (Cap. 460) and is deployed by the Contractor to perform the duties set out in the Service Specifications including but not limited to those as stipulated in Clause 3.3(c) of the Service Specifications at any Venue;
“Services”	means all the work, services and things specified in the Service Specifications and includes the supplementary and related services to be performed, executed, supplied or done by the Contractor under the Contract;

“Service Order”	means the order issued by the Government Representative in writing for the provision of the Services;
“Service Period”	means the period as specified in Clause 1.1 of the Conditions of Contract and any adjustment made pursuant to Clause 1.2 of the Conditions of Contract;
“Service Specifications”	means the specifications which set out the service requirements of the Government, a copy of which is attached to the Tender Documents, and which include any update and revision agreed with the Contractor;
“Specified Tender Box”	means the tender box specified in the “Lodging of Tender” section of the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
“Standard Employment Contract”	means the written employment contracts to be entered into between the Contractor and its Non-skilled Workers and, where applicable, the written employment contracts to be entered into between the sub-contractor and their Non-skilled Workers. A copy of such contract and its guidance notes are annexed to the Tender Documents as Attachment B ;
“Statement of Convictions”	means the Statement of Convictions in respect of the Relevant Offences in the form of Annex D ;
“Sub-contractor’s Acknowledgement”	means the Sub-contractor’s Acknowledgement in the form of Annex E ;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Closing Date”	means the date specified as such in the Tender Form as the same may be extended by the Government from time to time in accordance with Clause 4.3 of the Terms of Tender;
“Tender Closing Time”	means the time on the Tender Closing Date before which Tenders must be deposited with the Government in the manner stipulated in the Tender Form as the same may be extended from time to time in accordance with Clause 4.3 of the Terms of Tender;
“Tender Documents”	means the documents as specified in Clause 1 of the Terms of Tender;
“Tender Form”	means: <ul style="list-style-type: none"> (a) in the case of a Tender submitted in paper form, the Tender Form issued for the Invitation to Tender; and (b) in the case of a Tender submitted electronically, the tender form available on the e-Tender Box for completion

electronically;

“Tender Validity Period”	means the period of time described in Clause 12.1 of the Terms of Tender during which a tender shall remain open;
“Tenderer”	means a person which or who has capacity to contract and has submitted a Tender in response to this Invitation to Tender;
“terms and conditions of use of the PCMS and the e-Tender Box”	means all those terms and conditions for the use of the PCMS and the e-Tender Box from time to time published on the website of the e-Tender Box including the “Terms and Conditions of Use of the PCMS and the e-Tender Box” and the “e-Tender Box System and File Attachment Requirements” in the version prevailing immediately prior to the Tender Closing Date;
“the Ordinance”	means the Security and Guarding Services Ordinance (Cap. 460) and its subsidiary legislations;
“Time”	all references to time refer to Hong Kong time, i.e. GMT + 8;
“Venue” or “Site”	means the Hong Kong Public Records Building and any other sites that are specified by the Government Representative for the purpose of the Contract;
“Virus”	means a subversive computer programme or piece of code that may corrupt or erase computer data files and/or change the normal behaviour of a computer;
“website of the e-Tender Box”	means the website of the following address: https://pcms2.gld.gov.hk ; and
“working day”	means Monday to Friday, other than a public holiday, or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any time during the normal business hours.

2. In these Tender Documents (including the Contract), unless the context otherwise requires, the following rules of interpretation shall apply -

- (a) words importing one gender include the other;
- (b) the singular includes the plural and vice versa;
- (c) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder;
- (d) the heading to individual clauses and provisions of the Tender Documents is for ease of

reference only and shall not affect the interpretation or construction of the Tender Documents (including the Contract);

- (e) all the Contract Schedules and the Service Specifications shall form part of the Contract;
- (f) references to a day mean a calendar day; and
- (g) references to a month mean a calendar month.

3. Unless otherwise expressly stated, all provisions of the Tender Documents shall apply regardless of whether Paper-based Tendering or Electronic Tendering is used for the submission of the Tender or formation of the Contract.

PART 1
TERMS OF TENDER

Content

1. Tender Documents
2. Invitation to Tender
3. Tender Preparation
4. Submission of Tenders
5. Warranty against Collusion
6. Selection of Tender
7. Basis of Acceptance
8. Essential Requirements
9. Execution Plan
10. Working Conditions of the Proposed Non-skilled Workers
11. Prices Quoted
12. Tender to Remain Open
13. Negotiation
14. Award of Contract
15. Submission of Document for Financial Vetting and Contract Deposit
16. The Attachments
17. Supplementary Information/Tender Addenda
18. Offers to be Bound
19. Tenderers' Response to the Government's Enquiries
20. Tenderer's Commitment
21. Cancellation of the Invitation to Tender Exercise
22. Exclusion
23. Disqualification of Tenders
24. Personal Data Provided
25. Undisclosed Agency
26. New Information Relevant to Qualified Status
27. Warranty against Bribery
28. Consent to Disclosure
29. Contractor's Performance Monitoring
30. Complaints About Tendering Process or Contract Award
31. Documents of Unsuccessful Tenderer(s)
32. Environment Friendly Measures
33. Request for Information
34. Tender Enquiries
35. Tender Briefing Session and Site Visit

Annex A - Marking Scheme and Assessment Criteria

Annex B - Working Background and Status of the Tenderer

Annex C - Non-collusive Tendering Certificate

Annex D - Statement of Convictions

Annex E - Sub-contractor's Acknowledgement

Annex F - Requirements of the Financial Information to be Submitted upon Request

Annex G - Form of Banker's Guarantee for the Performance of a Contract

**CHIEF SECRETARY OF ADMINISTRATION'S OFFICE
GOVERNMENT RECORDS SERVICE**

Provision of Security Services to the Hong Kong Public Records Building

PART 1

TERMS OF TENDER

ALL TENDERERS ARE ADVISED TO READ THE TENDER DOCUMENTS CAREFULLY PRIOR TO PREPARING THEIR SUBMISSION. ANY TENDER WHICH DOES NOT FOLLOW THE INSTRUCTIONS CONTAINED IN THE DOCUMENTS WOULD BE CONSIDERED INCOMPLETE AND MAY NOT BE CONSIDERED FURTHER.

1. Tender Documents

1.1 The Tender Documents consist of complete set of -

- (a) Tender Form;
- (b) Interpretation (Sheets 1 to 8);
- (c) Part 1 - Terms of Tender (Sheets 9 to 59);
 - Annex A – Marking Scheme and Assessment Criteria
 - Annex B – Working Background and Status of the Tenderer
 - Annex C – Non-collusive Tendering Certificate
 - Annex D – Statement of Convictions
 - Annex E – Sub-contractor's Acknowledgement
 - Annex F – Requirements of the Financial Information to be Submitted upon Request
 - Annex G – Form of Banker's Guarantee for the Performance of a Contract
- (d) Part 2 - Conditions of Contract (Sheets 60 to 150);
 - Attachment A – Accountant's Certificate for Payment Application
 - Attachment B – Standard Employment Contract
- (e) Part 3 – Service Specifications (Sheets 151 to 165);
 - Appendix I – Schedule of Duties (for reference)
 - Appendix II – Breakdown of Quoted Rates
- (f) Contract Schedules (Sheets 166 to 174); and
- (g) Drawings and Location Plans (Sheets 175 to 187).

1.2 The Interpretation section shall apply to the whole set of the Tender Documents unless the context otherwise requires.

2. Invitation to Tender

- 2.1 Tenders are invited for the Provision of Security Services to the Hong Kong Public Records Building as more particularly described in the Service Specifications and on such terms and conditions as set out in the Terms of Tender, the Conditions of Contract and the Contract Schedules. A Tenderer must be a body corporate either incorporated or registered under the Companies Ordinance (Cap. 622) or the predecessor Ordinance and holder of a security company license issued under the Security and Guarding Services Ordinance (Cap. 460).
- 2.2 The Services to be provided by the successful Tenderer will include the provision of Guards who are holders of valid permits issued under the Security and Guarding Services Ordinance (Cap. 460) which authorises them to carry out security work category B (as specified in these permits).
- 2.3 Each Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 2.4 Each Tenderer should check the numbers of pages of the Tender Documents. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.
- 2.5 Each Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Documents (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of a Tenderer to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.
- 2.6 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Documents (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Documents (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation, exemption from compliance or observance, or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any obligation or liability under the Contract as a consequence of any misinterpretation by it of any provision in the Tender Documents or the Contract.
- 2.7 Information, statistics and forecasts set out in the Tender Documents are provided for a Tenderer's reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. They are given for a Tenderer's reference only and are not figures to which the Government binds itself to adhere. The Government's actual requirements may vary depending on the actual need of the GRS and the successful Tenderer must accept any increase or decrease of the stated estimates.

3. Tender Preparation

- 3.1 Save in accordance with the terms of the Tender Documents, a Tenderer must not alter any provision of the Tender Documents.
- 3.2 A Tender must be completed in either English or Chinese and in accordance with this

Clause and other requirements of the Tender Documents. **The Government will not consider a Tender completed in any other language.**

3.3 A Tenderer is required to complete the following document and submit them in accordance with the “Lodging of Tender” section of the Tender Form and Clause 4 below.

- (a) Part 4 of the Tender Form - “Offer to be Bound” section
- (b) Annex B to the Terms of Tender - Working Background and Status of the Tenderer
- (c) Annex C to the Terms of Tender - Non-collusive Tendering Certificate
- (d) Annex D to the Terms of Tender - Statement of Convictions
- (e) Appendix II - Breakdown of Quoted Rates
- (f) Contract Schedule 1 - Rates for Provision of Security Services
- (g) Contract Schedule 2 - Staff Information, Wages and Working Conditions
- (h) Contract Schedule 3 - Execution Plan

3.4 When completing the Tender Documents (including the Offer to be Bound section of the Tender Form), a Tenderer shall ensure the name of the Tenderer is the same as shown in:

- (a) if the Tenderer is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Tenderer; or
 - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer; or
 - (iii) its business name as shown in the current business registration certificate of the Tenderer;
- (b) if the Tenderer is a sole proprietorship or a partnership, the current business registration certificate of the Tenderer issued under the Business Registration Ordinance (Cap. 310); or
- (c) if the Tenderer is incorporated, formed or established outside Hong Kong, a document equivalent to that described in Clause 3.4(a)(i), (a)(ii), (a)(iii) or (b) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is incorporated, formed or established.

3.5 Execution and Submission of Tenders

- (a) Paper-based Tendering
 - (i) A Tender submitted through Paper-based Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if the submitted Part 4 “Offer to be Bound” of the Tender Form is signed in the following applicable manner:
 - (1) if the Tenderer is a sole proprietorship, the Tenderer signing the Tender in the name of the Tenderer (or of the sole proprietorship), or a person authorised by the Tenderer signing the Tender for and on

behalf of the Tenderer;

- (2) if the Tenderer is a partnership, one or more partner(s) of the Tenderer signing in the name of the partnership (and in the case of limited partnership, that partner must be a general partner); or a person authorised by the partnership, signing the Tender for and on behalf of the Tenderer; or
- (3) if the Tenderer is a company, a director of the Tenderer or one or more persons who are duly authorised by the Tenderer signing the Tender for and on behalf of the Tenderer.

(b) Electronic Tendering

- (i) A Tender submitted through Electronic Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if it is submitted in any one of the following ways:

- (1) submission of the Tender via the e-Tender Box through the use of an Identification Code; or
- (2) submission of the Tender via the e-Tender Box through the use of such type of digital certificate recognised by the ETB, and uploaded by the Tenderer to the ETB. Save in the case where the Tenderer is a partnership, a Tenderer shall use a digital certificate which is issued in its name as appearing in the applicable document mentioned in Clause 3.4(a) or (b) or (c) above; otherwise the Tender will not be considered further. In the case that the Tenderer is a partnership, the Tenderer may use a digital certificate issued in the name of one of its partners (or a general partner in the case of a limited partnership), or a digital certificate issued in the name of the partnership; otherwise the Tender will not be considered further.

- (ii) If any attachment to a Tender submitted by a Tenderer via the e Tender Box:

- (1) does not comply with the terms and conditions of use of the PCMS and the e-Tender Box;
- (2) is found to be contaminated with Virus; or
- (3) is corrupted or otherwise not readable or printable into readable text by the Government,

and such non-compliance of file format, Virus contamination, or file corruption has resulted in failure to submit the relevant proposal, document or information as described in Clause 3.7(a)(ii), (b) or (c) below by the Tender Closing Time, the Tender will not be considered further and its Tenderer will be notified of such.

- (iii) In the case where the Tenderer uses a digital certificate for the submission of Tender via the e-Tender Box, the Government will verify the validity of a Tenderer's digital certificate with the relevant certification authority which has issued such digital certificate. If the directory service or revocation list service of that certification authority or its contractor is/are not available for any reason, the Government may postpone the verification process until such

time when the directory service or revocation list service (as the case may be) of the certification authority or its contractor is/are resumed or when the Tender is opened, whichever is the later. If the verification process is postponed, the Tenderer will be informed of this through an on-screen message and an on-line acknowledgement of the Tender.

- (iv) A Tender will not be considered further if the digital certificate used by a Tenderer for submission of Tender via the e-Tender Box is found invalid (i.e. expired, revoked, or it is not a digital certificate recognised in the e-Tender Box for submission of Tenders) upon verification.

3.6 The Tenderer must submit all of the following in its Tender before the Tender Closing Time, otherwise its Tender will not be considered further:

- (a)
 - (i) (for Paper-based Tendering) a duly signed Part 4 “**Offer to be Bound**” of the Tender Form in English or Chinese containing an original signature by or on behalf of the Tenderer. Other than printing from a softcopy of the Tender Form obtained from the Government or photocopying of the Tender Form, other means of reproduction by the Tenderer (e.g. by retyping) of the Tender Form for Tender submission is not acceptable; or
 - (ii) (for Electronic Tendering) the box signifying the Tenderer’s agreement with Part 4 “**Offer to be Bound**” of the Tender Form must have been checked;
- (b) **Contract Schedule 1** – Rates for Provision of Security Services;
- (c) **Contract Schedule 3** – Execution Plan; and
- (d) such other items and documents as specified in the Tender Documents whereby it is provided that failure to submit any of them before the Tender Closing Time will immediately lead to the Tender not being considered further.

3.7 In these Terms of Tender, there are also requirements for the submission of documents and/or information, whereby it is provided that if not supplied by the Tender Closing Time, or upon subsequent request of the Government after the Tender Closing Time, the Tender will not be considered further. Even so, for this type of documents and/or information, the Government is not obliged to make any request for resubmission after the Tender Closing Time. If the Government chooses not to do so, or even if the Government chooses to do so but the Tenderer fails to supply the missing document or information, the Tender will also not be considered further.

3.8 For all other proposals, documents and information which do not fall within Clause 3.6 or 3.7 above, the Government reserves the right to seek submission under Clause 33.1 of the Terms of Tender or evaluate the Tender on an “as is” basis.

3.9 The Tenderer shall complete and submit all Schedules in either English or Chinese and in accordance with other requirements of the Tender Documents. Where a supporting document in its original form is in a language other than English or Chinese, the Tenderer shall provide translation of that supporting document from the language into English.

4. Submission of Tenders

4.1 Two-Envelope System

A Tenderer shall note that a two-envelope system is adopted in this Invitation to Tender.

Regardless of whether Paper-based Tendering or Electronic Tendering is used, the Tenderer shall submit its Tender in two (2) separate proposals, one is the Technical Proposal and another as the Price Proposal comprising the items as follows:

(a) Technical Proposal

The Technical Proposal shall contain:

- (i) in the case of Paper-based Tendering, a duly signed Offer to be Bound in Part 4 of the Tender Form completed in English or Chinese containing an original signature by or on behalf of the Tenderer in accordance with Clause 3.5 above. Other than printing from a softcopy of the Tender Form obtained from the Government or photocopying of the Tender Form, other means of reproduction by the Tenderer (e.g. by retyping) of the Tender Form for Tender submission is not acceptable;
- (ii) documents relating to the technical information (i.e. **Annexes B, C, D and E, Contract Schedules 2 and 3** as well as supporting documents/information required by the Tender Documents **but without any indication on the price for provision of the Services**); and
- (iv) other documents/information **excluding** those mentioned in Clause 4.1(b) below.

(b) Price Proposal

The Price Proposal shall contain **Contract Schedule 1** and **Appendix II** as well as any other price information only.

4.2 Tender Submission under Two-Envelope System

(a) Paper-based Tendering

If Paper-based Tendering method is used, the Price Proposal **in triplicate** (one original and two copies) and Technical Proposal **in triplicate** (one original and two copies) shall be placed inside **two (2) separate envelopes** clearly marked as specified below respectively:

- (i) **“Envelope A” and “Tender Ref.: DAU/1/2022/T – Tender for Provision of Security Services to the Hong Kong Public Records Building – Technical Proposal”**; and
- (ii) **“Envelope B” and “Tender Ref.: DAU/1/2022/T – Tender for Provision of Security Services to the Hong Kong Public Records Building – Price Proposal”**.

The Tender comprising both Technical Proposal and Price Proposal should be enclosed in another sealed envelope and shall be submitted in accordance with the “Lodging of Tender” section of the Tender Form with the outside of the envelope clearly marked **“Tender Ref.: DAU/1/2022/T – Tender for Provision of Security Services to the Hong Kong Public Records Building”**.

(b) Electronic Tendering

If Electronic Tendering method is used, the Tenderer shall submit the Price Proposal and Technical Proposal as **separate attachment files** in accordance with the manner specified in Clauses 4.2(c) and 4.5 below, and using the file names as specified

below:

- (i) Technical Proposal – any file names **except** “envelope2”; and
 - (ii) Price Proposal – the file name must be “envelope2”.
- (c) In case of **Electronic Tendering**, the Tender shall be submitted:
- (i) in accordance with the terms and conditions of use of the PCMS and the e-Tender Box; and
 - (ii) through the use of any one type of digital certificates recognised by and uploaded to the e-Tender Box or through an Identification Code.

4.3 Tender Closing Time

(a) (i) Paper-based Tendering

A Tender must be deposited in the Specified Tender Box before the Tender Closing Time. A Tender deposited in the Specified Tender Box at or after the Tender Closing Time, or a Tender not deposited in the Specified Tender Box, will not be considered.

(ii) Electronic Tendering

Transmission of a Tender through the e-Tender Box shall be successfully completed in accordance with the requirements of the e-Tender Box before the Tender Closing Time. Save as otherwise provided for in the Tender Documents, a Tender will not be considered if the relevant proposal, document or information as described in Clause 3.6(a)(ii), (b) or (c) above is not successfully and completely transmitted through the e-Tender Box before the Tender Closing Time.

- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any duration between 0900 and 1200 hours on the date specified in the “Lodging of Tender” section of the Tender Form, the latest date and time before which Tenders are to be deposited in the Specified Tender Box and at the e-Tender Box will be extended to 1200 hours on the next working day.
- (c) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours on the Tender Closing Date, the Government will announce extension of the Tender Closing Time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).
- (d) The Government reserves the right to extend at its sole discretion the Tender Closing Date at any time and from time to time.

- 4.4 The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender submission submitted and/or deposited by Tenderers in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government.

Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning Tender submission as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

- 4.5 If a Tenderer submits a Tender by Electronic Tendering, the Tenderer shall, in addition to compliance with the Tender Documents, observe and comply with all terms and conditions of use of the PCMS and the e-Tender Box as set out in or referred to in the e-Tender Box.

4.6 Modification of Tender

- (a) Before the Tender Closing Time, a Tenderer who has lodged a Tender may modify its Tender as considered necessary.

(b) Paper-based Tendering

Any modification to the submitted Tender considered necessary by the Tenderer shall be the subject of a separate letter accompanying the Tender. Figures/words shall not be altered or erased; any modification shall be effected by striking the incorrect figure/word and inserting the correct figure/word in ink above the original figure/word. All such amendments shall be initialled by the Tenderer in ink.

(c) Electronic Tendering

In case of modification to the submitted Tender, the Tenderer shall submit either a complete set of the revised Tender superseding the original Tender, or just the revisions to the original Tender. Either way, this shall be stated clearly in the submission.

- 4.7 Apart from Part 4 “Offer to be Bound” of the Tender Form (which, in the case of Paper-based Tendering, must be originally signed by or on behalf of the Tenderer as required under Clause 3.6(a)(i) above), wherever there is any provision in the Tender Documents requiring that the original of any document or the document as mentioned in Clause 4.8.1(b) below to be submitted as part of the Tender,

4.7.1 in the case of Paper-based Tendering,

- (a) the Tenderer may submit a photocopy certified to be true and complete by the person(s) specified in Clause 3.5(a)(i) above;
- (b) in the case of any certificate which is required to be issued by a specified body (for example an Independent Accredited Laboratory or a recognised certification body (if applicable)), the photocopy certificate must be certified as true and complete by that specified body or a lawyer duly qualified to practise in Hong Kong or the laws of the place of incorporation, formation or establishment of the Tenderer; and
- (c) if only a photocopy without any certification has been submitted, the Government reserves the right to request a certified true copy as required in (a) or (b) above (whichever is applicable) (“certified true copy”) after the Tender Closing Date. The Tender may not be considered further if the certified true copy is not provided; and

- 4.7.2 in the case of Electronic Tendering, the Tenderer shall first submit the certified true copy as described in Clause 4.7.1(a) or (b) above (whichever is applicable) in electronic format as part of its Tender via the e-Tender Box. Subsequently, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. If only a photocopy without any certification has been submitted in electronic format as part of its

Tender via the e-Tender Box, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. The Tender may not be considered further if the certified true copy (hardcopy) is not provided.

- 4.8 The Government may not consider a Tender (or will not consider a Tender where it is expressly so stated) if:
- (a) false, inaccurate or incorrect information is given in the Tender; or
 - (b) any proposal, document or information requested in the Tender Documents is not furnished in full in the Tender.

Discrepancies

- 4.9 A Tenderer must ensure that there is no discrepancy between the original and the copies of the tender submitted to the Government. Should any discrepancies be found, the Tender may not be considered further.
- 4.10 The Government will not be responsible for any mislaid submission. Incomplete Tenders or Tenders submitted in a form or manner other than that described in the preceding sub-clauses of this Clause will result in the Tender not being considered further.

5. Warranty against Collusion

- 5.1 The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in Paragraph 3 of the Non-collusive Tendering Certificate referred to in Clause 5.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- 5.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in **Annex C**) as part of its Tender.
- 5.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Clause 5.1 above or in the Non-collusive Tendering Certificate submitted by it under Clause 5.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (a) reject the Tenderer's Tender;
 - (b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
 - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- 5.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Clause 5.1 above or in the Non-collusive Tendering Certificate submitted by it under Clause 5.2 above.

- 5.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 5.1 above or in the Non-collusive Tendering Certificate submitted by it under Clause 5.2 above may prejudice its future standing as a Government contractor or service provider.
- 5.6 The rights of the Government under Clauses 5.3 to 5.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

6. Selection of Tender

- 6.1 Tenders that are submitted in accordance with these Terms of Tender and are in compliance with all the essential requirements set out in Paragraph 3 of **Annex A** to the Terms of Tender (Stage 2 of the marking scheme) will proceed to technical assessment and price assessment. Subject to Clause 7 hereof, the Tenderer whose tender with the highest combined score will normally be selected to provide the Services. Subject to the other provisions of the Tender Document, if two or more Tenders achieve the same highest combined technical and price score, the Government will normally award the Contract to the Tenderer whose Tender obtains the highest technical score.
- 6.2 Tender price will be assessed on the basis of the Estimated Contract Value quoted by the Tenderer in Section I of **Contract Schedule 1**.

7. Basis of Acceptance

- 7.1 A Tenderer should note that its Tender will be considered on an “overall” basis. **A Tender with only partial offer will result in the Tender not being considered further.**
- 7.2 The Government is not bound to accept the lowest or any Tender. The Government reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.
- 7.3 Without prejudice to and in addition to the provisions of these terms and conditions, the Government will award the Contract to the Tenderer who meets the following criteria -
- (a) the Government is of the opinion that the Tenderer is fully capable of undertaking the Contract; and
 - (b) the Government considers that, in terms of the evaluation criteria specified in the Tender Documents, the is or appears to be the most advantageous one to the Government.

8. Essential Requirements

- 8.1 Tenderers shall comply with all the essential requirements set out in Clauses 8.2 to 8.5 below (collectively, “Essential Requirements”). **A Tender will not be considered further if it fails to meet all of the Essential Requirements.**

8.2 Qualification Requirements

A Tenderer must hold a valid security company licence under the Security and Guarding Services Ordinance (Cap. 460) as at the Original Tender Closing Date.

Notes:

- (a) A Tenderer shall provide documentary proof to substantiate its claim of holding a valid Security Company Licence as at the Original Tender Closing Date. If a

Tenderer does not indicate anything in Paragraph 5 of **Annex B**, its Tender will be evaluated nevertheless but the Tenderer will be deemed to hold a valid Security Company Licence as at the Original Tender Closing Date for the purpose of tender evaluation. The Government Representative will, at any time before the tender exercise is completed, request the Tenderer to confirm whether it holds a valid Security Company Licence as at the Original Tender Closing Date with production of documentary proof to substantiate its claim. Otherwise, its Tender will not be considered further.

- (b) For the avoidance of doubt, where a Tenderer is holding a valid Security Company Licence as at the Original Tender Closing Date but such Security Company Licence will expire during the Tender Validity Period or before the Commencement Date, the Government may at any time before the tender exercise is completed request the Tenderer to provide documentary evidence to prove that its Security Company Licence has been renewed so as to justify and demonstrate that such Tenderer is capable of carrying out and performing its obligations under the Contract. Failure to provide documentary evidence pursuant to this Note (b) would entitle the Government not to consider the Tender further.

8.3 Past Convictions

8.3.1 A Tenderer who is convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “Relevant Offences”) is subject to the Debarment Period of a maximum of five years from the date of the Tenderer’s last conviction, during which period the Tenderer is debarred from tendering for this Contract. The length of the Debarment Period is determined in accordance with Clauses 8.3.4 and 8.3.5 below and may be reviewed under the Review Mechanism in Clause 8.3.6 below. The Relevant Offences are as follows: –

- (a) any offence under the Employment Ordinance (Cap. 57) or the Employees’ Compensation Ordinance (Cap. 282), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221); or
- (b) Sections 17I(1) or 38A(4) of the Immigration Ordinance (Cap. 115); or
- (c) Section 89 of the Criminal Procedure Ordinance (Cap. 221) and Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to breach his condition of stay); or
- (d) Sections 7, 7A, 7AA, 43B(3A), 43BA(5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
- (e) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

8.3.2 For the purpose of debarment, a conviction of any of the Relevant Offences will count

irrespective of whether it is obtained under a government or private contract and irrespective of the type of services offered under that contract. For the avoidance of doubt, a conviction will still be counted even if it is not obtained under any service contract. Convictions will be counted by the number of summonses convicted.

8.3.3 For the avoidance of doubt,

- (a) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted; and
- (b) If the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred from tendering for any Non-skilled Worker Contract..

8.3.4 If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the Tenderer following the conviction of any of the Relevant Offences, the Tenderer shall be subject to a Debarment Period of five years from the date of conviction, irrespective of whether a fine is also imposed.

8.3.5 For a Tenderer convicted of any of the Relevant Offences receiving a sentence other than imprisonment (including a suspended sentence), the applicable Debarment Period shall be determined with reference to the level of maximum fine that the Relevant Offence individually carries under the relevant ordinance in accordance with the following table –

Level of Maximum Fine of the Relevant Offence	Debarment Period
More than HK\$200,000	5 years from the date of conviction
HK\$200,000 or below	3 years from the date of conviction

8.3.6 The Debarment Period applicable to the relevant Tenderer shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the Review Mechanism on a date before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period determined in accordance with Clauses 8.3.4 and 8.3.5 above in regard to that subsequent conviction.

8.3.7 The Tenderer shall submit as part of the Tender the Statement of Convictions (attached in **Annex D**) setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of five years immediately preceding the Tender Closing Date. The Statement of Convictions shall be submitted in respect of:

- (a) the Tenderer itself;
- (b) where applicable, each of its partners if it is a partnership or each of its shareholders

if it is a company; and

- (c) where applicable, its sub-contractor.

The Statement of Convictions shall be certified by an authorised person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government. Tenderer are also required to authorise in Annex D the Director of Administration to obtain information about their conviction records in respect of the relevant Ordinances from all government departments and give consent to the government departments to provide the information.

8.3.8 If the Tenderer is found to have made false declaration or untruthful revelation in the Statement(s) of Convictions, the Government may without prejudice to any other rights which it has or may have, disqualify the Tenderer, or if it has been awarded the Contract, terminate the Contract immediately.

8.3.9 Notwithstanding Clause 8.3.1 above, in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:

- (a) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
- (b) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

8.4 Demerit Points

8.4.1 If a Tenderer has accumulated three Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five years from the date on which the third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

8.4.2 Any Demerit Point which is under appeal to the procuring department of the Government which issued the same will still be counted for the purpose of debarment.

8.5 Conviction and Demerit Points of Sub-contractors

If sub-contracting is allowed in this Invitation to Tender and if the Tenderer proposes in its Tender that a sub-contractor be appointed to carry out any of the Services:

- (a) the Tenderer shall ensure that the sub-contractor proposed in the Tender has not been debarred due to conviction of any of the Relevant Offences in Clause 8.3.1 above or accumulation of three or more Demerit Points in Clause 8.4 above; and
- (b) the Tenderer shall submit as part of its Tender a Sub-contractor's Acknowledgement (**Annex E**) duly signed by the proposed sub-contractor,

otherwise its Tender may not be considered further.

9. **Execution Plan**

9.1 A Tenderer shall complete and submit a work plan, organisation and supervision plan, contingency plan as well as Innovative Suggestion (if any) (collectively, “Execution Plan”) in Contract Schedule 3 for technical assessment before the Tender Closing Date. The Tenderer is required to incorporate the information outlined below and Innovative Suggestion into its proposed Execution Plan. The Tenderer may also include other materials as appropriate to facilitate consideration of its Tender by the Government.

(a) **Work Plan** shall cover following items:

- (i) a staff deployment plan setting out the distribution and responsibilities of all the staff members of the proposed workforce in meeting the performance requirements of the Contract;
- (ii) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the security services;
- (iii) safety measures adopted for the performance of the Contract to ensure staff’s compliance with Occupational Safety and Health Ordinance and other statutory safety regulations, which include but not limited to the handling of security incidents and carrying out operations such as crowd control and access control;
- (iv) details of the arrangement of leave relief to cover staff on leave including the minimum qualification and experience requirement for the leave relief staff; and
- (v) details of the arrangement during transition-in and transition-out periods including implementation plan and timeline in arrangement of taking over/handing over of duties at pre-commencement and upon expiry of the Contract.

(b) **Organisation and Supervision Plan** shall cover following items:

- (i) an organisation chart showing the line of command and division of labour of the proposed workforce;
- (ii) details of the professional qualifications and experience of the key personnel including Senior Managers, Security Managers, etc. proposed by the Tenderer for the Contract;
- (iii) details of the mechanism setting out the monitoring and appraisal system on daily supervision of the workers for ensuring delivery of quality service, dealing with unsatisfactory standard of performance/conduct/discipline of the workers and preventing recurrence of sub-standard services; and
- (iv) details of the training programmes provided to staff for the performance of the Contract.

(c) **Contingency Plan** shall cover following items:

- (i) details of the operational strategy during contingency or emergency situations including availability of additional resources, provision of emergency contact numbers/hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice;
- (ii) a risk management plan setting out the deployment of resources and manpower to the spot speedily and responsively including the response time

to each emergency situation for handling emergency situations, such as breakdown of electricity supply, fire, injury, accident, tropical cyclone, rainstorm, trespasses, vandalism, protests, etc.; and

- (iii) details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

9.2 The costs of the proposed innovative suggestion(s) shall be included and deemed to have been included in the Estimated Contract Value for the provision of the Services in the Contract. The proposed innovative suggestion(s), if accepted by the Government, shall be implemented by the Tenderer with no additional cost to the Government.

9.3 Without prejudice to any other provision of these Terms of Tender, the Government may, at its absolute discretion, accept any one or more Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestions shall form an integral part of the Contract.

10. Working Conditions of the Proposed Non-skilled Workers

10.1 Wage Requirements

- (a) A Tenderer shall note that the committed monthly wage of a Guard to be employed for the Contract shall be no less than the monthly wage rate derived from the Statutory Minimum Wage (“SMW”) under the Minimum Wage Ordinance (Cap. 608) plus paid rest days, i.e. HK\$9,300, calculated on the basis of 6 working days per week, 8 working hours per day and 31 days in a month (i.e. the “SMW plus rest day pay rate”).

Remarks:

For reference of wages payable under different working patterns, Tenderers should refer to “Example 2” in section 19 of the “Guidance Note on Signing of Standard Employment Contract for Employees of Contractors of Government Service Contracts” at **Attachment B**.

- (b) The successful Tenderer should also note that the monthly wage payable to its Guard during the Service Period shall not be less than -

- (i) the monthly wage(s) committed in Contract Schedule 2; or
- (ii) the monthly wage(s) referred to at (i) above as the same may be adjusted as a result of future revision of SMW,

whichever is the higher.

- (c) A Tenderer is required to state in its Tender the committed monthly wage(s) to be paid to its Guard as required in Contract Schedule 2. If a Tenderer fails to indicate any monthly wage or the proposed monthly wage for its Guard is less than the SMW plus rest day pay rate,

- (i) the Tender will be evaluated but the monthly wage will be deemed to be equal to the SMW plus rest day pay rate for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm its abidance by the SMW plus rest day pay rate upon request by the Government Representative at any time before the tender exercise is completed; and

- (ii) if the Tenderer offers a higher amount than the SMW plus rest day pay rate in subsequent clarification in writing pursuant to (i), the Tender will only be assessed on the basis that the Tenderer's committed monthly wage is the same as SMW plus rest day pay rate. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.
- (d) In case the Tenderer offers other than a definite committed monthly wage rate for its Security Guard, the Tender will only be assessed on the basis on the lowest monthly wage stated for evaluation purpose. For avoidance of doubt, if the lowest monthly wage stated by the Tenderer to its Security Guard is less than the SMW plus rest day pay rate, Clause 10.1(c) above shall prevail.

10.2 Working Hours

- (a) A Tenderer is required to state in its Tender the daily maximum allowable net working hours for its Security Guard as required in Contract Schedule 2. If a Tenderer fails to indicate any maximum allowable net working hours per day for all Security Guards in its Tender on or before the Tender Closing Date, the Tender will be evaluated but the respective net working hours proposed will be deemed to be more than eight (8) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the maximum allowable net working hours per day of eight (8) hours or less in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the Tender will only be assessed on the basis that the maximum allowable net working hours per day offered by the Tenderer is more than eight (8) hours. However, the smaller number of net working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.
- (b) In case the Tenderer offers other than a definite number on the daily maximum allowable net working hours for its Security Guard, the Tender will only be assessed on the basis on the greatest daily maximum allowable net working hour stated for evaluation purpose.

11. **Prices Quoted**

- 11.1 A Tenderer shall ensure that the prices quoted are accurate before submitting its Tender. Under no circumstances shall the Government be obliged to accept any request for price adjustment on grounds that a mistake has been made in the prices quoted.
- 11.2 All prices quoted in the tender shall be in Hong Kong dollars and, if accepted by the Government, shall remain valid and binding for the Service Period.
- 11.3 Unless otherwise specified and agreed, payment will be made direct to the successful Tenderer's bank account as stated in **Annex B**. If the above payment method is not acceptable, a Tenderer must indicate in its Tender the alternative payment method it prefers for the Government's consideration. All additional costs and charges arising from the use of alternative method(s) of payment approved by the Government Representative shall be borne solely by the successful Tenderer who shall forthwith reimburse the Government if such additional costs and charges shall have been paid by the Government Representative.
- 11.4 Without prejudice to the generality of the terms and conditions of these Tender Documents, the Government may require a Tenderer, who in the opinion of the Government, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction

of the Government that such Tenderer is capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the Government's satisfaction would entitle the Government not to consider the Tender further without having the need to give any reason(s) for not considering the Tender.

12. Tender to Remain Open

- 12.1 A Tender once submitted by a Tenderer will be binding on the Tenderer. By submitting a Tender, the Tenderer shall be deemed to have represented to the Government that it has done so as the principal but not as an agent of any other person. If the Tenderer submits a Tender as an agent on behalf of another person, full disclosure must be made in the Tender.
- 12.2 **It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for a period of one hundred and twenty (120) days after the Tender Closing Date.**
- 12.3 If a Tenderer offers in its Tender a period that is shorter than the Tender Validity Period specified in Clause 12.2 above, or if it rejects the Tender Validity Period prescribed in Clause 12.2 above, its Tender will not be further considered.

13. Negotiation

The Government reserves the right to negotiate with any or all Tenderers about the terms of Tenderer's tender and the terms and conditions of the Contract.

14. Award of Contract

- 14.1 Award of contract shall be subject to the recommended Tenderer (and where applicable, its sub-contractor) not being debarred up to the date of the letter of acceptance due to conviction of any of the Relevant Offences in Clause 8.3.1 above or accumulation of three or more Demerit Points in Clause 8.4 above. The recommended Tenderer will receive a letter of acceptance with a condition to this effect. Subject to the condition as mentioned above, a binding Contract would be deemed to have been constituted between the Government and the successful Tenderer upon issuance of the letter of acceptance by the Government.
- 14.2 If the conditions precedent set out in Clause 14.1 above are not satisfied, the Government will be at liberty to award the Contract to another Tenderer, cancel this Invitation to Tender with or without conducting a fresh tender exercise or take such appropriate action as the Government deems fit. Without prejudice to the foregoing, if the successful Tenderer fails to deliver the Contract Deposit to the Government pursuant to Clause 15 hereof, such failure may prejudice its future standing as a Government contractor or service provider.
- 14.3 Any Tenderer who does not receive any notification of the acceptance of its Tender within the Tender Validity Period may deem its Tender as unsuccessful.

15. Submission of Document for Financial Vetting and Contract Deposit

- 15.1 Based on the rates quoted by a Tenderer in Contract Schedule 1, the Estimated Contract Value that may be payable by the Government under the Contract during the Service Period pursuant to the Tenderer's offer will be determined by the Government.
- 15.2 If the Estimated Contract Value is over HK\$15,000,000, the Tenderer may be required to provide (upon request) at any time and from time to time the documents and financial information as detailed in **Annex F** which include but not limited to the following for

financial vetting purpose -

- (a) audited financial statements;
- (b) unaudited management accounts; and
- (c) projected statements of profit and loss and other comprehensive income and statement of cash flows.

A Tenderer shall upon request of the Government provide those documents and financial information stated in Annex F.

If a request for the provision of documents and financial information is made under this Clause 15.2, the Tenderer shall within the time stipulated in the request provide the Government the documents and information specified in the request. The Government shall be entitled not to consider the Tender further if the Tenderer fails to provide the requisite documents and information to the satisfaction of the Government.

- 15.3 If the Estimated Contract Value exceeds HK\$15,000,000, the successful Tenderer shall within twenty-one (21) days after the date of the fax or letter of acceptance referred to in Clause 14 hereof or at such other time as shall be directed by the Government, deliver to the Government a Contract Deposit of an amount equivalent to two percent (2%) (after having passed the financial assessment) or six percent (6%) (after having failed the financial assessment) as the case may be of the Estimated Contract Value as security for the due and faithful performance of the Contract. The Contract Deposit may be paid either in cash, cheque, cashier's order or by way of a banker's guarantee in the form attached at **Annex G** issued by a bank that is approved by the Government and that holds a valid banking licence granted under the Banking Ordinance (Cap. 155).
- 15.4 If the Estimated Contract Value exceeds HK\$1,400,000 but not more than HK\$15,000,000, the successful Tenderer shall within twenty-one (21) days after the date of the fax or letter of acceptance referred to in Clause 14 hereof or at such other time as shall be directed by the Government, deliver to the Government a Contract Deposit of an amount equivalent to two percent (2%) of the Estimated Contract Value as security for the due and faithful performance of the Contract. The Contract Deposit may be paid either in cash, cheque, cashier's order or by way of a banker's guarantee in the form attached at **Annex G** issued by a bank that is approved by the Government and that holds a valid banking licence granted under the Banking Ordinance (Cap. 155).
- 15.5 If a Tenderer elects to provide a banker's guarantee –
- (i) the Tenderer shall submit an original letter from a licensed bank within the meaning of the Banking Ordinance (Cap. 155) confirming that it will provide to the Government within the time specified in this Clause 15 a banker's guarantee in the format set out in **Annex G**;
 - (ii) the banker's guarantee duly executed shall be submitted to the Government in accordance with this Clause 15;
 - (iii) the banker's guarantee must remain in force from the Commencement Date until three (3) months after the expiry of the Service Period or the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged to the satisfaction of the Government, whichever is the later in accordance with Clause 58.1 of the Conditions of Contract.
- 15.6 A Tenderer shall elect the method of providing a Contract Deposit in **Annex B**. In the

event that the successful Tenderer fails to elect the method of providing a Contract Deposit, it will be assumed that the successful Tenderer will pay the Government the Contract Deposit in cash.

- 15.7 If a Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in Clause 15.3 or 15.4 above, the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.

16. The Attachments

- 16.1 A Tenderer should study all attachments to these Tender Documents (including the Annexes, Appendices, Attachments and Contract Schedules) carefully before submitting its Tender. The Tenderer should note that all information and statistics provided by the Government in connection with this tender exercise are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness, usefulness or future changes of such statistics and information. A Tenderer should conduct its own independent assessment of the statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.
- 16.2 The estimated quantity of services required as shown in Section IV of Contract Schedule 1 is provided solely for the purpose of assessing the amount that might be payable by the Government if additional services is provided by the successful Tenderer. The estimated quantity must be regarded as information given to the Tenderer for reference only and not as a figure to which the Government binds itself to adhere. The Government does not warrant or undertake that the figure set out in Section IV of Contract Schedule 1 is accurate or that the Government will, in respect of each section of emergency or additional services, acquire any of such requirements under the Contract.

17. Supplementary Information/Tender Addenda

All supplementary information or tender addenda to the Tender Documents will be provided in writing by the Government and forwarded to all potential Tenderers who have registered with the Government when obtaining a copy of the Tender Documents.

18. Offers to be Bound

- 18.1 All parts of the Tender submitted and offered by the Tenderer shall be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its Tender. In the event that a Tenderer discovers an error in its Tender after the Tender has been deposited, the Tenderer may correct the same in a separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.
- 18.2 Should it be found on examination by the Government after the Tender Closing Date that a Tenderer has made errors in the figures stated in its Tender, the Tenderer may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.
- 18.3 The Government may require a Tenderer to clarify any aspect of its Tender by way of provision of additional information or documentary proof. A Tender may not be considered further if the Tenderer fails to comply with the Government's request for

clarification.

- 18.4 Variation to any part of the Contract will not be allowed after the Contract has been awarded unless prior approval has been obtained from the Government representatives.

19. Tenderers' Response to the Government's Enquiries

- 19.1 In the event that the Government determines that clarification of any Tender is necessary, it will advise the Tenderer accordingly indicating whether the Tenderer should supplement its Tender. Each Tenderer shall thereafter within five (5) working days after the date of the Government's request or such other period as specified in the request for clarification submit the requested information. Tenders may not be considered further if complete information is not provided as required.
- 19.2 Tenderers should also note that the Government will not consider any clarification submitted by a Tenderer after the Tender Closing Date irrespective of whether or not the clarification is submitted at the invitation of the Government if the Government considers that such clarification would alter the Tenderer's Tender in substance or give the Tenderer an advantage over the other Tenderers.
- 19.3 Unless otherwise expressly stated by the Government in writing, any statement whether oral or written made in response to any enquiry made by a prospective Tenderer shall be for information only. No such statement constitutes a representation or warranty of whatsoever nature, express or implied, and no invitation is made by the Government to any Tenderer or prospective Tenderer to rely on the accuracy or completeness of such statement. Unless in the context of an issued addendum to the Tender Documents, the statement will not be deemed to form part of these Tender Documents and it shall not alter, negate or waive any of the provisions set out in these Tender Documents.

20. Tenderer's Commitment

All tenders, proposals, information and responses submitted by each Tenderer shall be the representation of the Tenderer and may be incorporated into and made part of the Contract to be made between the Government and the successful Tenderer in such manner as the Government considers appropriate. The Government may, and, in submitting a Tender, the Tenderer irrevocably authorises the Government to, make such changes to the terms and conditions of the Contract as may be necessary as a result of such incorporation without the need to obtain any prior agreement of the successful Tenderer.

21. Cancellation of the Invitation to Tender Exercise

Without prejudice to the Government's right to cancel this Invitation to Tender exercise at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Government is not bound to accept any conforming Tender and reserves the right to cancel the Invitation to Tender.

22. Exclusion

Without prejudice to other provisions of these Tender Documents, the Government reserves the right to exclude a Tenderer for further consideration of the Tender on grounds include -

- (a) bankruptcy;

- (b) winding up;
- (c) false declaration on conviction;
- (d) insolvency;
- (e) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (f) conviction(s) under breach of any of its statutory obligations or contractual obligations under any comparable current or past contracts with the Government, including but not limited to, the seriousness and the number of breaches and relevancy to the offer or tender submitted;
- (g) final judgments in respect of serious crimes or other serious public offences;
- (h) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer; or
- (i) failure to pay taxes.

23. Disqualification of Tenders

The Government reserves the right not to consider further a Tender that directly or indirectly attempts to preclude or limit the effect of any provisions of these Terms of Tender.

24. Personal Data Provided

- 24.1 A Tenderer's personal data provided in the Tender will be used for tender evaluation and contract award purposes. If insufficient or inaccurate information is provided, the Tender may not be considered further.
- 24.2 Each Tenderer acknowledges and consents that the Tenderer's or its officer's personal data provided in the Tender may be disclosed to the parties responsible for any tender evaluation in other Government bureaux, departments and non-Government organisations. Such consent shall survive the expiration or early termination of the Contract.
- 24.3 A Tenderer has the right to access and make correction with respect to personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the Tenderer's or its officer's personal data provided in the Tender.
- 24.4 Enquiries concerning the personal data collected by means of the Tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer (Attn : Executive Officer (Personnel)1 of the Chief Secretary for Administration's Office by email (admwing@csso.gov.hk).

25. Undisclosed Agency

The person who signs a Tender as the Tenderer shall be deemed to be acting as a principal unless it discloses therein that it is acting as an agent only, in which case it shall also disclose therein the name, address and the name(s) of the contact person(s) of its principal.

26. New Information Relevant to Qualified Status

A Tenderer should inform the Government in writing immediately of any factor which might affect its status as a service provider of the Government, or as a service provider for a particular service. The Government reserves the right to review the Tenderer's status in the light of any new information relevant to its qualification.

27. Warranty against Bribery

- 27.1 The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 27.2 The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The successful Tenderer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

28. Consent to Disclosure

The Government shall have the right to disclose, without further reference to the successful Tenderer, whenever it considers appropriate or upon request (written or otherwise) by any third party information on the awarded Contract, the name and address of the successful Tenderer, description of the Services, wage and working conditions for the successful Tenderer's employees including those of its agents and the contract value and information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligation under the Contract. In submitting a bid, each Tenderer irrevocably and unconditionally authorises the Government to make and consents to the Government making any of the disclosure aforesaid. Furthermore, the Government shall have the right to require the successful Tenderer to display wage and working conditions, including working hours, of its employees, ensuring that its employees (which shall also include those of the successful Tenderer's agents) are being informed of such. The mode of display shall be such as may be specified by the Government from time to time.

29. Contractor's Performance Monitoring

A Tenderer is advised that should the Government award the Contract to it, its performance of the Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that it may submit in future. An offer or tender submitted by a Tenderer who has been in breach of any of its statutory obligations or contractual obligations under any comparable current or past contracts with the Government may not be considered further having regard, including but not limited to, the seriousness and the number of breaches and its relevancy to the offer or tender submitted. Without prejudice to the foregoing, the successful Tenderer may have criminal or civil liabilities for its breach of the Contract and may be liable to compensate the Government for the losses and expenses that it may have suffered or incurred.

30. Complaints about Tendering Process or Contract Award

The tendering process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Tenderer who feels that its Tender has not been fairly evaluated may write to the Director of Administration who will examine the complaint and refer it to the approving authority/relevant tender boards for consideration if it relates to the tendering system or procedures followed. The Tenderer shall lodge the complaint before disposal of documents of unsuccessful Tenderer(s).

31. Documents of Unsuccessful Tenderer(s)

Documents of unsuccessful Tenderer(s) will be destroyed three (3) months after the Contract has been awarded.

32. Environment Friendly Measures

The following environment friendly measures are recommended in the preparation of the documents in relation to the Tender -

- (a) All documents should preferably be printed on both sides and on recycled paper. Paper exceeding 80 gsm is not recommended.
- (b) Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
- (c) Single line spacing should be used and excessive space in the margins and in between the paragraphs should be avoided.

33. Request for Information

33.1 In the event that the Government determines that:

- (a) clarification in relation to any part of the Tender is necessary; or
- (b) a document or a piece of information, other than those specified in Clause 3.6 of the Terms of Tender, is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. The Tenderer shall within five (5) working days from the date of the request or within such other period as specified in the request submit the clarification, information or document. If the clarification or information or document is not provided by the aforesaid deadline, the Tender may not be considered further (or will not be considered further where the missing information or document is of the type specified in Clause 3.7 of the Terms of Tender).

33.2 Any excess proposal or information supplied by a Tenderer which goes beyond what has been requested by the Government pursuant to Clause 33.1 above will be ignored for the purposes of the tender evaluation or will entitle (but not oblige) the Government not to consider the Tender further.

34. Tender Enquiries

34.1 Enquiries concerning these Tender Documents up to the date of the Tenderer lodging its Tender with the Government shall be made in writing not later than three (3) working days prior to the Tender Closing Date to –

Supplies Office,
Room G02, G/F, East Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong
(Attn: Ms Alice SIU, Senior Supplies Supervisor)
Fax No.: 2140 6831

- 34.2 After lodging a Tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or these Tender Documents. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.

35. Tender Briefing Session and Site Visit

- 35.1 A briefing session cum site visit is scheduled as follows -

Date & Time	Location of Tender Briefing
16 June 2022 (Thu) at 3:00 p.m.	Hong Kong Public Records Building, 13 Tsui Ping Road, Kwun Tong, Kowloon

All interested parties are recommended to attend the briefing session cum site visit before submitting their tenders in order to acquaint themselves with the requirements of this tender exercise and to determine the scale and cost of the Services to be provided.

- 35.2 Tenderers are advised to provide the name and mobile number of the representative by email to the following officer before **12:00 noon, 15 June 2022 (Wed)** to register for the briefing session cum site visit. Please note that late registration might NOT be entertained.

Name & Post of Contact Person	Email Address
Mr Jeff MA EO(Adm)/GRS	jeffma@grs.gov.hk

- 35.3 In case Black Rainstorm Warning Signal is in force or Tropical Cyclone Warning Signal No. 8 or above is in effect for any duration two (2) hours before the scheduled time for the briefing session cum site visit, the briefing session cum site visit scheduled on that day will be cancelled and, unless otherwise announced, the briefing session cum site visit will be held on 20 June 2022 (Mon) at the same location and time.

MARKING SCHEME AND ASSESSMENT CRITERIA

A two-envelope approach with a technical to price weighing of **60:40** will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All Tenders will be assessed in the following manner.

Stage 1 – Completeness Check on the Tender Offers Submitted

2. All Tenders received will be checked on whether all the documents and information required in Clause 3.3 in the Terms of Tender have been submitted. **Failure to submit any of the following documents on or before the Tender Closing Date will render a Tender invalid and will not be considered further:**

- (a) a duly signed Part 4 “Offer to be Bound” of the Tender Form;
- (b) Contract Schedule 1 – Rates for Provision of Security Services; and
- (c) Contract Schedule 3 – Execution Plan.

Stage 2 – Compliance with Essential Requirements

3. A Tender which has passed Stage 1 assessment will be checked for its compliance with all the Essential Requirements as set out in Clauses 8.2 to 8.5 of the Terms of Tender. **A Tender which fails to meet any of the Essential Requirements in Clauses 8.2 to 8.5 will not be considered further.** A Tender which passes Stage 2 will proceed to Stage 3 assessment.

Stage 3 – Technical Assessment

4. The maximum total technical marks are 100 and are divided into nine criteria. There is no overall passing mark for the total marks scored in the Technical Assessment. Individual passing mark of 4, 3 and 2 are set for Assessment Criteria 1, 2 and 3 respectively, which are 20% of the maximum mark of the respective Assessment Criteria. **Tenders that do not attain any of the above said individual passing mark for Assessment Criteria 1, 2 or 3 will not be considered further.**

Assessment Criteria		Maximum Mark	Unit Mark (M)	Standard Score (S) (See Note 1)						Marks Scored (M x S)	Passing Mark
				5	4	3	2	1	0		
(A)	Execution Plan										
(1)	Work Plan (See Note 2 and complete Contract Schedule 3)	20	4								4
(2)	Organisation and Supervision Plan (See Note 2 and complete Contract Schedule 3)	15	3								3
(3)	Contingency Plan (See Note 2 and complete Contract Schedule 3)	10	2								2

Assessment Criteria		Maximum Mark	Unit Mark (M)	Standard Score (S) (See Note 1)						Marks Scored (M x S)	Passing Mark
				5	4	3	2	1	0		
(4)	Innovative suggestions										
	(a) Type I – directly relevant to the Service <i>(See Note 3 and complete Contract Schedule 3)</i>	8	4								–
	(b) Type II – not directly relevant to the Service but can bring positive values or benefits to Government or the public <i>(See Note 4 and complete Contract Schedule 3)</i>	4	2								–
	Sub-total for (A)	57								–	
(B)	Experience, Certification and Qualification										
(5)	Tenderer’s experience in the provision of security service <i>(See Note 5 and complete Annex B)</i>	8	2								–
(6)	Experience and Qualifications of Senior Manager(s) <i>(See Note 6 and complete Contract Schedule 2)</i>	3	1								–
(7)	Valid and relevant ISO and OHSAS certifications <i>(See Note 7 and complete Annex B)</i>	3	1								–
	Sub-total for (B)	14								–	
(C)	Labour Benefits										
(8)	Proposed monthly wages for Security Guards <i>(See Note 8 and complete Contract Schedule 2)</i>	25	N.A.								–
(9)	Proposed daily maximum working hours for Security Guards <i>(See Note 9 and complete Contract Schedule 2)</i>	4	4								–
	Sub-total for (C)	29								–	
	Total Technical Mark	100								–	

5. A Tender which has passed Stage 3 assessment shall be considered as a “conforming tender”. A maximum weighted technical score of 60 will be allocated to the conforming tender with the highest total technical marks, while the weighted technical score for other conforming tenders will be calculated by the following formula –

$$\text{Weighted Technical Score} = 60 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest total technical mark among the conforming tenders}}$$

[Note: The weighted technical score of each tender will be rounded to the nearest 2 decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.]

Explanatory Notes for Stage 3 – Technical Assessment

Note 1 : for Assessment Criteria (1) to (9)

Tenderer's proposal, experience and qualification will be rated as follows:

For Assessment Criteria (1), (2) and (3)

Standard score of 5, 4, 3, 2, 1 or 0 will be awarded.

For Assessment Criteria (4)(a) and (4)(b)

Standard score of 2, 1, or 0 will be awarded.

For Assessment Criterion (5)

Standard score of 4, 3, 2, 1, or 0 will be awarded.

For Assessment Criteria (6) and (7)

Standard score of 3, 2, 1, or 0 will be awarded.

For Assessment Criterion (8)

See Note 8 below.

For Assessment Criterion (9)

Standard score of 1 or 0 will be awarded.

Note 2: for Assessment Criteria (1) to (3)

(a) Standard scores will be given to Assessment Criteria (1) to (3) in accordance with the following six-grade approach and each of the work plan, the organisation and supervision plan and the contingency plan is the proposed plan –

- 5 – The proposed plan is **practical** with **detailed information** on **all** items as well as **proposals** that could effectively **enhance/improve** the **quality/performance of the Services** on **over half** of the items of the proposed plan as required in Clause 9 of the Terms of Tender.
- 4 – The proposed plan is **practical** with **detailed information** on **all** items as well as a **proposal** that could effectively **enhance/improve** the **quality/performance of the Services** on **one** of the items of the proposed plan as required in Clause 9 of the Terms of Tender.
- 3 – The proposed plan is **practical** with **detailed information** on **all** items of the proposed plan as required in Clause 9 of the Terms of Tender.
- 2 – The proposed plan is **practical** with **detailed information** on **over half** of the items and brief information covering the remaining items of the proposed plan as required in

Clause 9 of the Terms of Tender.

- 1 – The proposed plan is **practical** with **brief information** on **all** items of the proposed plan as required in Clause 9 of the Terms of Tender.
- 0 – The proposed plan is **impractical** or **fails** to provide information on **any** of the items of the proposed plan as required in Clause 9 of the Terms of Tender.

(b) The meaning of “over half” of the items of the respective plan are as below –

	Work Plan	Organisation and Supervision Plan	Contingency Plan
Over half	4	3	2

- (c) For the avoidance of doubt, “proposals that could effectively enhance/improve the quality/performance of the Services” to be assessed under Assessment Criteria (1) to (3) will normally not alter the existing or conventional mode of service delivery, e.g. shortening the response time when the level of cleanliness fails to meet the requirements set out in the contract/increasing the percentage of time meeting the level of cleanliness required in the contract. “Innovative suggestions” to be assessed under Assessment Criteria (4)(a) to (4)(b) are suggestions that are not featured in the existing or conventional mode of service delivery.
- (d) All practical information included in the proposed plans submitted by the successful Tenderer under Assessment Criteria (1) to (3) shall form part of the Contract.
- (e) The items of the respective plans (i.e. work plan, organisation and supervision plan as well as contingency plan) are listed in Clause 9 of the Terms of Tender.

Note 3: for Assessment Criterion (4)(a) – Type I – Innovative suggestions directly relevant to the Services

- (a) Marks will be given if the proposed innovative suggestions are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general.
- (b) **Type I** innovative suggestions shall cover any of the following items –
- (i) adoption of technology to enhance service delivery in security/access control e.g. smart patrol devices and mobile surveillance cameras, etc.; and/or
 - (ii) adoption of technology to enhance service delivery in property and facility management e.g. smart bulletin boards and self-developed mobile app, etc.
- (c) Standard scores will be given in accordance with the following rule:
- 2 – **More than one (1) practicable** innovative suggestions are proposed covering any of the items as required in (b) of this Note above.
 - 1 – **One (1) practicable** innovative suggestion is proposed covering any of the items as

required in (b) of this Note above.

- 0 – **No** practicable innovative suggestion is proposed.
- (d) Paragraph (c) of Note 2 above is also applicable to this Note.
- (e) Marks will not be given to any innovative suggestion which (i) is related to labour benefit measures e.g. cash allowance, cash/coupon bonus/award and additional leaves, etc. or (ii) a Tenderer will neither be capable of nor responsible for implementation.
- (f) An innovative suggestion that scores marks under Type I will not earn marks again under Type II and vice versa. If the Tender Assessment Panel (“TAP”) considers that the same innovative suggestion could earn marks under Types I and II, it will be taken as scoring marks under Type I only. Each innovative suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.
- (g) Tenderers shall propose innovative suggestions by filling in the details in Contract Schedule 3 (Innovative Suggestions) to facilitate tender evaluation. If a Tenderer does not use the schedule and fails to specify the type (i.e. Type I or Type II) of innovative suggestion which the proposed innovative suggestion belongs to, it will be deemed as proposed under Type I.
- (h) Apart from the schedule of innovative suggestions mentioned in (g) above, Tenderers shall submit the information for demonstrating the effectiveness and practicability of the innovative suggestions. Marks will not be given if the Tenderers only propose a concept without sufficient details. The information that shall be provided by the Tenderers includes the following –
- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc. : scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate (for Type I and Type II innovative suggestions);
 - if the suggestion is concerned with a kind of measure, service, scheme and activity, etc. : the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate (for Type II innovative suggestions); and
 - if the suggestion is related to manpower : the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate (for Type II innovative suggestions).
- (i) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All proposed innovative suggestions will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the TAP to have a better understanding of the innovative suggestions proposed by the Tenderers. During the demonstration, Tenderers

are also not allowed to provide additional information not contained in their original tender submissions.

- (j) All practicable innovative suggestions accepted by the Government shall form part of the Contract.

Note 4: for Assessment Criterion (4)(b) – Type II – Innovative suggestions not directly relevant to the Services but can bring positive values or benefits to Government or the public

- (a) Marks will be given if the proposed innovative suggestions though are not directly relevant to the Services, can bring about positive values/benefits to the Government or the public at large.
- (b) **Type II** innovative suggestions shall contribute to any of the following positive values –
- (i) to contribute to the development of Smart City;
 - (ii) to enable the managed premises as a test bed to foster research and development opportunities by start-ups or young entrepreneurs for the sustainable development of the property and facility management industry;
 - (iii) to provide better care for the elderly and youth; and/or
 - (iv) to promote consumption of fewer resources and reduction of waste and make the society more environmental friendly.
- (c) Standard scores will be given in accordance with the following rule:
- 2 – **More than one (1) practicable** innovative suggestions contributing to any of the positive values as listed in (b) of this Note above.
 - 1 – **One (1) practicable** innovative suggestion contributing to any of the positive values as listed in (b) of this Note above.
 - 0 – **No** practicable innovative suggestion is proposed.
- (d) Paragraph (c) of Note 2 and Paragraphs (e) to (j) of Note 3 above are also applicable to this Note.

Note 5: for Assessment Criterion (5) – Tenderer's experience in the provision of security service

- (a) Assessment will be based on the aggregate number of years of experience in providing security service to commercial, residential, government or educational premises in the **past ten (10) years** immediately preceding the Original Tender Closing Date. Only experience for providing security service (not less than one year) for a premises having a total Gross Floor Area (GFA) of **no less than 3 000 m²** shall be counted.
- (b) Standard scores will be given to Assessment Criterion (5) in accordance with the following five-grade approach –
- 4 – An aggregate of five (5) or more years' experience.

- 3 – An aggregate of four (4) to less than five (5) years' experience.
- 2 – An aggregate of three (3) to less than four (4) years' experience.
- 1 – An aggregate of two (2) to less than three (3) years' experience.
- 0 – An aggregate of less than two (2) years' experience,
or
 failing to produce documentary proof to support its claim of experience.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of contract) to substantiate its claim of the experience. Experience not substantiated will not be taken into account.
- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered by the Tenderer. For the avoidance of doubt, a Tenderer's experience gained in its capacity as a sub-contractor or the experience of a parent company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of "parent company" and "subsidiary" follow the meanings under the Companies Ordinance (Cap. 622).
- (f) If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual experience of the participants to the partnership, will be counted.
- (g) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of two (2) years' experience" is equivalent to have accumulated 730 days (i.e. 365 days x 2) of experience under a single contract or different contracts.
- (h) It is not necessary for a Tenderer to have continuous experience in providing security service in the ten (10)-year period immediately preceding the Original Tender Closing Date.
- (i) For the purpose of tender assessment, only the relevant experience in providing security service will be counted and it could be gained under the same contract or different contracts through direct employees. However, if a contract involves both security and cleaning services, only the experience in relation to security service will be counted. A Tenderer's experience under different contracts with overlapping periods is to be counted in accordance with the following examples: -

Example A:

Contract	Type of Service Provided	Contract Period	Contract Period without Overlapping with an Earlier Contract	Number of Days Counted for Accumulated Experience
A1	Cleaning	16.4.2013 – 15.4.2015	Cleaning: 16.4.2013 – 15.4.2015	Security: 0

A2	Cleaning and Security	1.10.2014 – 31.3.2016	Cleaning: 16.4.2015 – 31.3.2016 Security: 1.10.2014 – 31.3.2016	Security: 548 (29 days in Feb 2016)
A3	Security	1.1.2015 – 31.12.2016	Security: 1.4.2016 – 31.12.2016	Security: 275
<i>Total:</i>				<i>Security: 823</i>

Example B:

Contract	Type of Service Provided	Contract Period	Contract Period without Overlapping with an Earlier Contract	Number of Days Counted for Accumulated Experience
B1	Cleaning and Security	16.4.2013 – 15.4.2015	Cleaning: 16.4.2013 – 15.4.2015 Security: 16.4.2013 – 15.4.2015	Security: 730
B2	Cleaning and Security	1.10.2014 – 31.3.2016	Cleaning: 16.4.2015 – 31.3.2016 Security: 16.4.2015 – 31.3.2016	Security: 351
B3	Cleaning	1.1.2015 – 31.12.2016	Cleaning: 1.4.2016 – 31.12.2016	Security: 0
<i>Total:</i>				<i>Security: 1,081</i>

Note 6: for Assessment Criterion (6) – Qualification of a Senior Manager

- (a) Assessment will be based on working experience and qualifications on or before the Original Tender Closing Date possessed by the Senior Manager(s) proposed by the Tenderer for the Contract.
- (b) Standard scores will be given to Assessment Criterion (6) in accordance with the following rule –
- 3 – Senior Manager(s) possessing working experience and qualifications meeting the following three requirements –
 - (i) having an aggregate of **not less than three (3) years'** full-time working experience at management or supervisory level in overseeing security service contracts in the **ten (10)-year** period immediately preceding the Original Tender Closing Date;

- (ii) possessing a post-secondary qualification in property management, building management, facilities management or equivalent issued by a registered post-secondary institution; and
 - (iii) possessing a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution.
 - 2 – Senior Manager(s) possessing any two (2) of the three (3) working experience or qualification requirements listed in (i), (ii) and/or (iii) of this Note above.
 - 1 – Senior Manager(s) possessing any one (1) of the three (3) working experience or qualification requirements listed in (i), (ii) or (iii) of this Note above.
 - 0 – Senior Manager(s) possessing none of the three (3) working experience or qualification requirements listed in (i), (ii) and (iii) of this Note above, or failing to produce documentary proof to support its claim of the working experience or qualification.
- (c) A Tenderer shall submit documentary evidence (e.g. a copy of employment contract/referee's letter) to substantiate its claim of the working experience or qualification. Working experience and qualifications not substantiated will not be taken into account.
- (d) Local and/or outside Hong Kong experience will be counted.
- (e) The aggregate of not less than three (3) years' full-time working experience shall refer to that possessed by the **same** Senior Manager but not aggregated among different Senior Managers. For example, if a Tenderer proposes Senior Managers A and B each having two years' relevant experience only, without any relevant qualification, since neither senior manager has an aggregate of not less than three years' relevant experience, the senior managers proposed by the Tenderer are considered failing to meet any of the qualification requirements listed in (i), (ii) or (iii) of this Note above. It will be given a standard score of zero.
- (f) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of not less than three (3) years' working experience" is equivalent to have accumulated 1,095 days (i.e. 365 days x 3) of working experience.
- (g) It is not necessary for a Senior Manager to have continuous full-time working experience at management or supervisory level in overseeing security service contracts in the ten (10)-year period immediately preceding the Original Tender Closing Date.
- (h) If more than one Senior Managers are proposed by a Tenderer, and one of them on his own fulfils any one or more but not all of the experience and qualification requirements listed in (i) to (iii) of this Note above and the other on his own fulfilling the remaining requirement(s) or more. All such fulfillment will be counted to determine the overall score. For example, if a Tenderer proposes Senior Managers A and B. Senior Manager A meets the qualification requirements listed in (i) and (ii) of this Note above and Senior Manager B meets the qualification requirements listed in (i) and (iii). The senior managers proposed by the Tenderer are considered meeting all the qualification requirements listed in (i) to (iii) of this Note above. It will be given a standard score of three.

Note 7: for Assessment Criterion (7) – Valid and relevant ISO and OHSAS certifications

- (a) Standard scores will be given to Assessment Criterion (7) in accordance with the following rule –
- 3 – Accredited to all three (3) relevant certificates of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems and Occupational Health and Safety Assessment Series (OHSAS) 18001.
 - 2 – Accredited to any two (2) relevant certificates of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001.
 - 1 – Accredited to any one (1) relevant certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001.
 - 0 – Not accredited to any of the relevant certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001, or failing to produce documentary proof to support its claim of possessing any relevant accreditation.
- (b) A Tenderer shall submit documentary evidence (e.g. a copy of certificate) to substantiate its claim of the accreditation. Accreditation not substantiated will not be taken into account.
- (c) For the purpose of counting the accreditation, “relevant certificate” means a certificate of ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems or Occupational Health and Safety Assessment Series (OHSAS) 18001 which are relevant to security service, and are valid as at the Original Tender Closing Date.

Note 8: for Assessment Criterion (8) – Proposed monthly wages for Security Guards for this Contract

- (a) Marks will be given to Assessment Criterion (8) in accordance with the following rule –

- P = Proposed monthly wage for Security Guards of the conforming tender being assessed
- H = The highest proposed monthly wage for Security Guards among all conforming tenders
- C = **\$9,300**, i.e. the “SMW plus rest day pay rate” is calculated on the basis of 6 working days per week, 8 working hours per day and 31 days in a month

$$\text{Marks scored} = 25 \times \frac{P - C}{H - C}$$

Illustrative Example for Tenderer's	Marks Scored (Example)
--	---------------------------

Proposed Monthly Wage for Security Guards	
P = HK\$9,600	Marks scored =
H = HK\$10,000	25 x $\frac{9,600 - 9,300}{10,000 - 9,300}$
C = HK\$9,300	= 10.71 (Marks)

- (a) If H is equal to C, no marks will be given to all Tenderers.
- (b) If a Tenderer fails to indicate any monthly wage or P is less than C, the Tender will be evaluated but the P will be deemed to be equal to C for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm its abidance by the SMW plus rest day pay rate upon request by the Government Representative at any time before the tender exercise is completed. If the Tenderer offers a higher amount than the SMW in a subsequent clarification in writing, the Tender will only be assessed on the basis that the monthly wage offered by the Tenderer is same as the SMW plus rest day pay rate. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.
- (c) The marks scored will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under Paragraph 6 above.

Note 9: for Assessment Criterion (9) – Proposed daily maximum working hours for Security Guards

- (a) Standard scores will be given to Assessment Criterion (9) in accordance with the following rule –
- 1 – Proposed daily maximum working hours for all Security Guards are **eight (8) hours** excluding meal break (i.e. net total) **or less**.
 - 0 – Proposed daily maximum working hours for all Security Guards are **more than eight (8) hours** excluding meal break (i.e. net total).
- (b) If a Tenderer fails to indicate any daily maximum working hours, the Tender will be evaluated but the respective working hours proposed will be deemed to be more than eight (8) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of eight (8) hours or less in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the Tender will only be assessed on the basis that the daily maximum working hours offered by the Tenderer is more than eight (8) hours. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

Stage 4 – Price Assessment

- 6 Failure to submit a Price Proposal in the form of **Contract Schedule 1** with all unit price

quotations requested therein duly completed will render a Tender invalid and will not be considered further. The price assessment is based on the Contract Price of the Tenders which have passed Stage 3 assessment.

7. A maximum weighted price score of 40 will be allocated to the conforming tender with the lowest Contract Price, while the weighted price score for other conforming tenders will be calculated by the following formula –

$$\text{Weighted Price Score} = 40 \times \frac{\text{The lowest Estimated Contract Price among the conforming tenders}}{\text{Estimated Contract Price of the conforming tender being assessed}}$$

[Note: The weighted price score of each Tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under Paragraph 6 above.]

Stage 5 - Calculation of Combined Score

8. The combined score of a conforming tender will be determined by the following formula –

$$\text{Weighted Technical Score} + \text{Weighted Price Score}$$

9. Normally, the Tender with the highest combined score, will be recommended for acceptance subject to the requirement that the Government is satisfied that the recommended tenders is fully (including technically, commercially and financially) capable of undertaking the Contract, and that the recommended Tender is the most advantageous to the Government in accordance with the tender provisions. If two or more tenders obtain the same highest combined score, the Tender which obtains the highest weighted technical score will be recommended for acceptance.

WORKING BACKGROUND AND STATUS OF THE TENDERER<To be inserted into **Technical Proposal**>

A Tenderer is required to provide the following information -

1. Information of the Tenderer

- (a) name of the Tenderer (in English and Chinese), the address of its registered office and its telephone number;
- (b) length of business experience;
- (c) shareholders of the company/business organisation;
- (d) names and residential addresses of its directors;
- (e) a copy of the current Articles of Association, Certificate of Incorporation, Annual Return and other documents to show nature of business status;
- (f) a photocopy of the current Business Registration Certificate. The certificate should bear a machine-printed line to show that full registration fee has been effected;
- (g) photographs with descriptive standard of the uniforms mentioned in Clause 3.4(a) of the Service Specifications; and
- (h) a letter certifying the person who signs this tender is an authorised person to sign contracts/agreements on behalf of the Tenderer.

2. Contract Deposit

If the Tender is accepted,

- (a) we **are** capable of arranging 6% (after having failed the financial assessment if the Estimated Contract Value exceeds HK\$15,000,000) or 2% (if the Estimated Contract Value exceeds HK\$1,400,000 but not more than HK\$15,000,000 or after having passed the financial assessment if the Estimated Contract Value exceeds HK\$15,000,000) of the Estimated Contract Value in accordance with Clause 15.3 or 15.4 of the Terms of Tender.
- (b) we shall elect, pursuant to Clause 15 of the Terms of Tender to deposit with the Government, not later than twenty-one (21) days after the date of the facsimile or letter of acceptance referred to in Clause 14 of the Terms of Tender or at such other time as shall be directed by the Government, a sum stated in Clause 15.3 or 15.4 of the Terms of Tender as security for the due and faithful performance of the Contract -
 - *(i) in cash / cheque / cashier's order, or
 - *(ii) in the form of a banker's guarantee in accordance with Clause 15.5 of the Terms of Tender.

Name of Tenderer : _____

- * *Delete as appropriate. In the event that a Tenderer fails to elect the method of providing a Contract Deposit it prefers in Paragraph 2(b) above, it will be assumed that the Tenderer will deposit cash with the Government.*

3. Tenderer's Accreditation to ISO 9001/9002 and/or ISO 14001 and/or OHSAS 18001 Standard

Please put a tick ("✓") in the following box(es) if a Tenderer has been accredited with the relevant ISO/OHSAS certifications. (Documentary proof must be provided for substantiation on the claim of accreditation(s).)

☐ ISO 9001/9002 ☐ ISO 14001 ☐ OHSAS 18001

4. Experience of the Tenderer

Assessment will be based on the aggregate number of years of experience in providing security service to commercial, residential, government or educational premises in the **ten (10) years** immediately preceding the Original Tender Closing Date. Only experience for providing security service (each not less than one year) for a premises having a total Gross Floor Area (GFA) of no less than **3 000 m²** shall be counted.

Documentary proof, e.g. copy of contract, client reference letter, etc. showing the contract description, the contract commencement and completion dates, the contract value and the scopes of services must be provided by the Tenderer to substantiate the past experience claimed in the tender. Otherwise, the relevant claimed past experience will not be taken into account.

Contract	Type of Service Provided	Contract Period	Contract Period without Overlapping with an Earlier Contract	Number of Days Counted for Accumulated Experience
A1				
A2				
A3				
A4				
A5				
Total:				

Remarks: (1) Please refer to **Note 5: for Assessment Criterion (5) – Tenderer's experience in the provision of security service in Annex A** to the Terms of Tender for reference.

(2) Please use separate sheets if required.

5. Security and Guarding Services Ordinance (Cap. 460)

We hold a valid licence granted under the Security and Guarding Services Ordinance (Cap. 460). (A photocopy of valid licence issued by the Security and Guarding Services Industry Authority mentioned in Clause 2.1 of the Service Specifications.)

Name of Tenderer : _____

6. Record of Demerit Points Under All Government Contracts

Please indicate if a Tenderer has executed any Government contracts that rely heavily on the deployment of non-skilled workers during the 36-month period immediately preceding the month of the Tender Closing Date.

Yes / No (please delete as appropriate)

If yes, please complete the following table -

Name of Government Bureau/Department	Contract Reference	Brief Description of Services	Contract Period	Contract Value
(Use separate sheets if required)				

7. Details of Bank Account for Payment of the Monthly Fee

The attention of the Tenderer is drawn to the contents of the Clause 56.3 of the Conditions of Contract which stipulates that, unless otherwise specified and agreed, payment will be made to the Contractor's bank account. A Tenderer is requested to provide the following information for payment -

- (a) Banker's Name: _____
- (b) Banker's Address: _____

- (c) Account Holder's Name: _____
- (d) Bank Account No.: _____

8. Enquiries

In the event of any queries relating to my/our offer or Tender, please contact -

Name and Post : _____

Telephone No. : _____

Facsimile No. : _____

E-mail Address : _____

Name of Tenderer : _____

NON-COLLUSIVE TENDERING CERTIFICATE<To be inserted into **Technical Proposal**>

To: the Government

Dear Sir/ Madam,

Non-collusive Tendering Certificate

1. I/We, (name of the Tenderer) _____ of
(address(es) of the Tenderer(s)) _____

refer to the Government's invitation to tender for the Contract ("Invitation to Tender") and my/our Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
 - i) prices;
 - ii) methods, factors or formulas used to calculate prices;
 - iii) an intention or decision to submit, or not submit, any Tender;
 - iv) an intention or decision to withdraw any Tender;
 - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
 - vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

NON-COLLUSIVE TENDERING CERTIFICATE<To be inserted into **Technical Proposal**>

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 5.1 of the Terms of Tender, the Government may exercise any of the rights under Clauses 5.3 to 5.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Cap. 619), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission

NON-COLLUSIVE TENDERING CERTIFICATE

<To be inserted into **Technical Proposal**>

with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Signed by the Tenderer / Signed by
an authorised signatory for and on :
behalf of the Tenderer

Name of the authorised signatory :
(where applicable)

Title of the authorised signatory :
(where applicable)

Date :

STATEMENT OF CONVICTIONS<To be inserted into **Technical Proposal**>

A Tenderer hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Clause 8.3.1 in the Terms of Tender) for a period of five years immediately preceding the Tender Closing Date :

(a) the Tenderer itself;

(b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and

(c) where applicable, its sub-contractor.

Yes/No (please delete as appropriate)

If yes, please complete the following table –

Date of Offence	Location of Offence	Date of Conviction	Ordinance and the Sections Breached	Court Penalties
(Use separate sheets if required)				

This Statement of Convictions shall be certified by an authorised person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government.

The signatory of this Statement of Convictions hereby authorise the Admin Wing, CSO to obtain information from all Government bureaux/departments and give consent to the Government bureaux/departments concerned to provide information about our conviction records in respect of the Relevant Offences to the Admin Wing, CSO for the purposes of assessment of our Tender under this Tendering exercise and subsequent management of the Contract.

Name of Tenderer : _____

SUB-CONTRACTOR'S ACKNOWLEDGEMENT

<To be inserted into **Technical Proposal**>

The sub-contractor proposed by the Tenderer hereby acknowledges that :

- (a) if it is in breach of any contractual obligations referred to in the definition of “Demerit Point” during its performance of the Contract, the Government is entitled to issue a default notice attracting a Demerit Point to each of the Contractor and the sub-contractor;
- (b) if it is convicted of any of the Relevant Offences arising from this Contract or has accumulated three or more Demerit Points arising from this Contract over a rolling period of 36 months, the Government may terminate the Contract immediately; and
- (c) its conviction(s) of the Relevant Offences (regardless of whether the conviction(s) arise(s) from this Contract) and the Demerit Point(s) awarded to it will be taken into account into the assessment of its offer in future tender or quotation exercises.

Authorised Signature and Company Chop:

Name of Person Authorised to Sign Contract:

Name of Sub-contractor in English:

Telephone Number:

Fax Number:

Date:

Requirements of the Financial Information to be Submitted upon Request

- (a) Audited financial statements (including statement of financial position, statement of profit and loss and other comprehensive income, etc.) of the tenderer, and the audited consolidated financial statements of the group if the tenderer is a subsidiary of another company, for the past three (3) years prior to the tender submission date. The latest financial statements must be for a period ending no more than eighteen (18) months before the tender submission date. The financial statements shall be prepared on the same basis for each year in accordance with the accounting principles generally accepted in the Hong Kong Special Administrative Region or accounting standards issued by the Hong Kong Institute of Certified Public Accountants and the disclosure requirements of the Companies Ordinance;
- (b) Unaudited management accounts covering the period between the latest set of audited financial statements and up to a date ending not more than three (3) months before the tender submission date;
- (c) Projected statement of profit and loss and other comprehensive income and statement of cash flows of the contract for each contract year and pre-operating period (if applicable), and if necessary, of the company during the Service Period, showing the revenue, operating expenses, capital expenditure including the initial investments and the source of finance; and
- (d) Further financial information that is considered necessary and relevant upon request by the Government.

Remarks :

Copies of audited financial statements submitted under paragraph (a) should be certified by auditors and all documents under paragraphs (b) to (d) above shall be certified by auditors or directors of the company.

**Form of
Banker's Guarantee for
the Performance of a Contract**

THIS GUARANTEE is made on the day of
BETWEENof .
....., a bank within the meaning of the Banking Ordinance
(Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor") of the one part and
the Government of the Hong Kong Special Administrative Region (hereinafter called the
"Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the [day] of [month year]
made between.....«SERVICE PROVIDER_NAME»
of«SERVICE PROVIDER_ADDRESS» (hereinafter
called the "Contractor") of the one part and the Government of the other part, the Contractor
agreed and undertook to provide _____ upon the terms and conditions of the
Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and conditions
hereinafter appearing, the due and faithful performance of the Contract by the Contractor.

Now the Guarantor HEREBY AGREES with the Government as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the
meaning assigned to them under the Contract.

(2) In consideration of the Government entering into the Contract with the Contractor:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees the due
and punctual performance and discharge by the Contractor of all of his, her
and their obligations and liabilities under the Contract and the Guarantor
shall pay to the Government on demand and without cavil or argument all
monies and discharge all liabilities which are now or at any time hereafter
shall become due or owing by the Contractor to or in favour of the
Government under or in connection with the Contract together with all costs,
charges and expenses on a full indemnity basis which may be incurred by
the Government by reason or in consequence of any default on the part of
the Contractor in performing or observing any of the obligations terms
conditions stipulations or provisions of the Contract.

- (b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
 - (c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Contractor or from his, her or their estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of all such losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of _____.
- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.
- (5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:
- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
 - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
 - (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;

- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the date falling three (3) months after the expiry of the Contract; or
- (b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,

whichever is the later.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served :

(a) upon the Government, at the Government Records Service, Chief Secretary for Administration's Office of 3/F, Hong Kong Public Records Building, 13 Tsui Ping Road, Kwun Tong, Kowloon, marked for the attention of the Director of Administration (c/o Executive Officer(Administration)), at facsimile number 2142 5756;

(b) upon the Guarantor, at _____, Hong Kong, marked for the attention of _____, facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed _____.

(15) The Guarantor hereby acknowledges that

- (a) the Guarantor should read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee.; and
- (b) no Government officer is authorised to advise on, make representations regarding or amend (other than by a written instrument signed by both the Guarantor and the Government) the terms and conditions of this Guarantee.

IN WITNESS whereof the said Guarantor has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/Seal*] of the said)
 Guarantor was hereunto affixed and)
 signed by)
)
 [Name & Title])
 duly authorised by its board of)
 directors.....)

@ Signed Sealed and Delivered)
 for and on behalf of and as)
 lawful attorney of the Guarantor)
 under power of attorney dated)
 and deed of delegation)
 dated)
 by)
 [Name & Title])
 and in the presence of)
)
 [Name & Title]

* Please delete as appropriate

@ See Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)

Note: When banker's guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

PART 2

CONDITIONS OF CONTRACT

Contents

1. Service Period
2. Assignment
3. Sub-contracting
4. Contractor's Acknowledgement
5. Contractor's Warranties and Undertakings
6. Government Provided Information
7. Use of Government's Premises and Facilities
8. Electricity Supply
9. Water Supply
10. Government Property
11. Notice to be Written in both English and Chinese
12. Information Used Not to be Divulged
13. Monies or Valuables Found by the Contractor's Employee
14. Contractor's Employee or Agent
15. Contractor's Personnel
16. Passes
17. Inconvenience or Annoyance Caused
18. Compliance with Employment Ordinance
19. Compliance with Employees' Compensation Ordinance
20. Compliance with Immigration Ordinance
21. Compliance with Occupational Safety and Health Ordinance
and Factories and Industrial Undertakings Ordinance
22. Compliance with Mandatory Provident Fund Schemes Ordinance
23. Compliance with Minimum Wage Ordinance
24. Debarment Mechanism and Demerit Point System
25. Arrangement during Epidemic Illness
26. Licence, Permit and Certificate (excluding Intellectual Property Rights Related Licence)
27. Public Liability Insurance
28. Accident to the Contractor's Employee
29. Liability and Indemnity
30. Services to be Provided
31. Contract Briefing
32. Checklist for Supervision of Performance of Contractor's Employee
33. Order of Executing the Services
34. Particulars to be Furnished
35. Service of Notice
36. Provision of Executive Plan
37. Employment of Staff and Manner of Supervising
38. Meeting
39. Site Records
40. Contractor's Equipment and Tools
41. Contractor's Other Obligations
42. Subcontractor's Compliance with the Relevant Obligations
43. Personnel Records
44. Contractor's Obligations under the Standard Employment Contract
45. Gratuity to Non-skilled Workers

Contents

46. Holiday Pay to Non-skilled Workers
47. Extra Wages to Non-skilled Workers for Working under Typhoon Signal No. 8 or above
48. Shift Hours
49. Addition of Services
50. Suspension / Deletion of Services
51. Order for Variation
52. Valuation of Variation
53. Inspection and Rejection
54. Rectification of Failures
55. Deduction in Monthly Fee
56. Payment for Services
57. Monthly Order Statement
58. Contract Deposit
59. Probity
60. Immediate Termination of Contract
61. Termination
62. Effect of Termination
63. Recovery of Sums Due
64. Giving of Notice and Payment of Fees
65. Jurisdiction
66. Publicity
67. Relationship of the Parties
68. Personal Data Submitted by Contractor
69. Severability
70. Waiver of Remedies
71. Entire Agreement
72. Intellectual Property Rights Related Licence
73. Waiver of Moral Rights
74. Confidentiality
75. Conflict of Interest
76. Contract (Right of Third Parties) Ordinance
77. Non-exclusion Contract
78. Admission of Contractor Personnel to Government Premises
79. Failure to deliver Accepted Innovative Suggestions
80. Order of Precedence

Attachment A - Accountant's Certificate for Payment Application

Attachment B - Standard Employment Contract

PART 2 CONDITIONS OF CONTRACT

Unless the context otherwise requires, in these Conditions of Contract, words and expressions defined in the Interpretation section of the Tender Documents but not otherwise defined in these Conditions of Contract shall have the same meaning when used herein. Clause 2 of the Interpretation section shall apply to the construction of these Conditions of Contract.

1. Service Period

- 1.1 The Contractor shall provide the Services to the Government for a period of **thirty-six (36) months commencing on 1 December 2022 and expiring on 30 November 2025**, both dates inclusive, subject to Clause 1.2 below and to any provision for sooner termination or extension of the Contract as is provided for in the Contract.
- 1.2 The Government may, on giving the Contractor a 7-day advance written notice before 30 November 2022, postpone or advance the Commencement Date of the Service Period to a date specified by the Government in the notice.
- 1.3 The Contractor must agree to the extension of the Contract made under Clause 1.2 above when the Government exercises its right to extend the Contract.

2. Assignment

The Contractor shall not, without the prior written consent of the Government, assign or otherwise dispose of or transfer the Contract, or any part share or interest therein, and the performance of the Contract by the Contractor shall be deemed to be personal to it.

3. Sub-contracting

The Contractor shall not be allowed to enter into sub-contract with any Person for the performance of any or all parts of the Contract without the express prior written consent of the Government Representative, provided that the Government Representative shall have full power to withdraw such consent at any time during the Contract and to prevent any sub-contractor from carrying out any duties under the Contract.

4. Contractor's Acknowledgement

The Contractor acknowledges that-

- (a) it is thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality of the Services, the equipment, materials, tools, any necessary storage, transportation, the persons to be deployed for the Services and the supervisory staff which will be required under the Contract. If the Contractor fails to observe its contractual obligations, it would adversely affect its future standing as Government contractor;
- (b) it has been supplied with sufficient information to enable it to provide to the Government the Services in accordance with the provisions of the Contract;
- (c) it shall not be entitled to any additional payment nor be excused from performing any requirements as imposed under the Contract on the ground of any misinterpretation

- by the Contractor of any matters relating to the Contract;
- (d) it shall make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap. 485) to the satisfaction of the Government; and
 - (e) it shall perform its obligations under the contract in compliance with all applicable laws of Hong Kong.

5. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that -

- (a) the Contractor, the Contractor's Employee and/or the Contractor's agent have the necessary skill, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract;
- (b) the Contractor shall carry out and provide the Services with all due and reasonable diligence and in a proper, skilful and workmanlike manner and shall perform the Services to the satisfaction of the Government;
- (c) all Guards deployed by the Contractor to perform the Services shall at all times during the Service Period hold valid Category B Security Personnel Permit issued under the Ordinance to do the relevant type of security work (as defined in the Ordinance) as required under this Contract;
- (d) the Contractor shall provide the Guards on a 3-shift arrangement for the posts requiring round-the-clock security services;
- (e) all Guards engaged under this Contract shall have signed a written Standard Employment Contract in the format as **Attachment B** to these Conditions of Contract;
- (f) the provision of any of the Services or Materials by the Contractor in performing the Contract, the use or possession by the Government and its authorised users of any Material supplied under the Contract does not and will not infringe any Intellectual Property Rights of any party. These warranties shall be expressly stipulated to survive the completion or early termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such completion or termination; and
- (g) in respect of any Materials supplied or used by the Contractor in the performance of the Contract and in respect of which any Intellectual Property Rights are vested in a third party, the Contractor shall have obtained the grant of all necessary clearances for itself and for the Government and its authorised users authorising the use of such Materials for any of the purposes contemplated by the Contract. These warranties shall be expressly stipulated to survive the completion or early termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such completion or termination.

6. Government Provided Information

- 6.1 The Government does not guarantee the accuracy of any information supplied to the Contractor by or on behalf of the Government or otherwise.
- 6.2 No negligence or failure on the part of the Contractor to obtain information about or to

obtain independent verification of the foregoing or any other matters affecting the execution of the Services shall relieve the Contractor from any liabilities undertaken by the Contractor herein.

7. Use of Government's Premises and Facilities

- 7.1 The Government may at its discretion provide to the Contractor storage space free of charge in the Venue for storage of Materials provided by the Contractor if such space is available.
- 7.2 The storage space is provided to the Contractor, the Contractor's Employee or the Contractor's agent solely for the purpose of facilitating the Contractor's performance of this Contract during the Service Period. Such permission shall cease at the expiry or sooner termination of the Contract, or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor.
- 7.3 The Contractor should not use any space provided to it for conducting any fee charging activities, without the prior written consent of the Government Representative. The Government Representative reserves his right to terminate the Contract if any fee charging activities are conducted by the Contractor without prior consent of the Government Representative and the Contractor is not entitled to claim any compensation.
- 7.4 Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the Contractor, the Contractor's Employee or the Contractor's agent and that no such tenancy or licence has or shall come into being and the Government may enter and use the storage space at any time without the need to obtain the consent of the Contractor.
- 7.5 The Contractor shall keep the storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate. The Contractor shall not erect or install any fixtures or fittings at the storage space unless with the Government's prior written approval.
- 7.6 The Contractor undertakes at the expiry or sooner termination of the Contract to remove at its own expense within such time as specified by the Government Representative all fixtures or fittings erected at the Venue by the Contractor and to make good any damage to the Government or the Government's properties which are caused by such removal. If the Contractor shall fail to do so the Government shall be entitled to remove and dispose of any properties, chattels, fixtures or fittings left in the Venue in any manner deemed appropriate by the Government (including sale and abandonment) without incurring any liability by the Government towards the Contractor (including the payment of any compensation to the Contractor). All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of this clause shall be recoverable as a debt due from the Contractor.

8. Electricity Supply

The Contractor, if so permitted by the Government Representative, may consume electricity for lighting, power and testing installations from supply points which may be available at the Venue to perform the Services provided that the Government shall be entitled to charge the Contractor for any electricity consumed by the Contractor from such available supply points at the rate to be determined solely by the Government. If electricity supply points are not available, or permission to use available supply points is not granted, the Contractor shall at its own expense provide its own source of supply of all electricity needed and pay all fees and charges in connection therewith. The Contractor shall not install any wiring and lighting fittings, or other electrical works (be they permanent or temporary) without the prior

written approval of the Government Representative. The Contractor shall be responsible for maintaining, repairing and removing such installation at its own expense, should the Government Representative so direct. The ownership of any such installations shall be vested in the Government if it deems necessary upon the termination of the Contract free of any costs or charges.

9. Water Supply

The Contractor, if so permitted by the Government Representative, may use water supplies which may be available at the Venue to perform the Services provided that the Government shall be entitled to charge the Contractor for water consumed by the Contractor from such available supplies at the rate to be determined solely by the Government. If water supplies are not available at the Venue or permission to use available supplies is not granted, the Contractor shall at its own expense obtain water supplies for performing the Services and pay all fees and charges in connection therewith. The Contractor shall not install any piping or water supplies fittings, or carry out any other waterworks (be they permanent or temporary) without the prior written approval of the Government Representative. The Contractor shall be responsible for maintaining, repairing and removing such installation at its own expense should the Government Representative so direct. The ownership of any such installations shall be vested in the Government if it deems necessary upon the termination of the Contract free of any costs or charges.

10. Government Property

If any Government property shall be issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property upon termination or expiry of the Contract or upon notification by the Government Representative at any time during the Service Period. If any such property shall be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or the Contractor's Employee or the Contractor's agent, the Contractor shall pay for the same a sum which equals to the total replacement cost plus relevant reasonable cost that may be incurred by the Government arising therefrom. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render all such assistance as is necessary for this purpose.

11. Notice to be Written in both English and Chinese

All notices displayed or circulated by the Contractor requiring the Contractor's Employee or the Contractor's agent or the public to comply with the rules and regulations of the Government Representative, the Government or other competent authority shall be written in both English and Chinese.

12. Information Used Not to be Divulged

- 12.1 None of the information in the documents furnished by the Government to the Contractor shall be used by the Contractor for any purpose other than for the purpose of the Contract and the Contractor shall not divulge or use except for the purpose of the Contract any information contained in the documents.
- 12.2 The Government shall have the right, without seeking prior consent from the Contractor, to

disclose the following whenever it considers appropriate or when such disclosure is for the purpose of implementing the contractual obligation by the Government -

- (a) contractual information and commitment contained in the tender as submitted by the Contractor in relation to the Guards' wages and maximum working hours and the number of the Contractor's Employee engaged for the performance of the Contract; and
- (b) information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligations under the Contract.

13. Monies or Valuables Found by the Contractor's Employee

All monies or other items of value found by the Contractor, the Contractor's Employee or the Contractor's agent in performing the Services at the Venue shall be handed to the Government Representative as soon as possible and the Contractor shall obtain from the Government Representative a written receipt therefor.

14. Contractor's Employee or Agent

- 14.1 The Contractor shall be responsible for the good conduct of the Contractor's Employee or the Contractor's agent while they are performing the Services under the Contract and shall ensure that they will behave accordingly.
- 14.2 The Government Representative shall be at liberty to object to and require the Contractor to remove forthwith from the site any employee or supervisory officer employed by the Contractor who, in the opinion of the Government Representative, misconducts himself or is incompetent or whose employment is otherwise considered by the Government Representative to be undesirable (including but not limited to medical, security and disciplinary grounds). Any employee or supervisory officer so removed shall be replaced by the Contractor immediately by a competent substitute approved by the Government Representative.
- 14.3 If the Contractor fails to replace any employee or supervisory officer objected to and removed under the preceding Clause 14.2 above, or if the Contractor shall fail to provide the number of employee or Services as stipulated in the Contract or as may be required by the Government Representative from time to time upon serving of the appropriate notice, then the Government Representative shall be entitled :
 - (a) to instruct employees of the Government or other contractors to carry out such duties as are rendered necessary by the Contractor's failure and the Government shall be entitled to recover the cost thereof from the Contractor, or to deduct the same from any money due or becoming due to the Contractor under this or any other contract;
 - (b) to withhold, refuse, disallow payment in respect of the services which may have been rendered by the Contractor's employee or supervisory officers objected to and required to be removed as aforesaid or in respect of Services which may have been rendered by other employees of the Contractor on behalf of the employees who are found absent from work or in respect of Service which have not been performed properly.
- 14.4 In case of dispute to the above Clause, the decision of the Government Representative shall be final.

- 14.5 The Government shall in no circumstances be liable to the Contractor, the Contractor's Employee and the Contractor's agent in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employees or agent.
- 14.6 The Contractor shall ensure that all the Contractor's Employee and the Contractor's agent wear tidy and clean clothes and such special or protective clothing and footwear (e.g. raincoat, rain boots, etc.) as the Government may consider necessary or appropriate. Any such special or protective clothing, and footwear shall be provided, maintained and replaced as necessary by the Contractor at its own expenses.

15. Contractor's Personnel

- 15.1 The Contractor shall not employ any persons who are forbidden under the laws of Hong Kong or not entitled for whatever reasons to undertake any employment in the Hong Kong for the purposes of this Contract or any other Government contracts. If there is any breach of this Clause by the Contractor, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for compensation against the Government. The Contractor shall be responsible for all expenses and losses that the Government may incur or suffer due to the breach of this Clause.
- 15.2 The Contractor shall not employ any person who is not lawfully employable or to aid and abet another person to breach his condition of stay in the execution of this Contract. Should the Contractor be found to have employed any person who is not lawfully employable or to have aided and abetted another person to breach his condition of stay, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for compensation against the Government.
- 15.3 The Government may refuse to admit to the Venue or any part thereof for the purposes of the Contract any person employed or engaged by the Contractor, or by an assignee of the Contractor, whose admission is, in the reasonable opinion of the Government Representative, undesirable. The Contractor shall continue to perform the Services despite admission of such person to the Venue or any part thereof is refused under this Clause.

16. Passes

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

upon the cessation of the bearer's employment with the Contractor or the Contractor's agent, whichever is earlier. If there is any situation requiring the re-issue of the pass, the Contractor shall pay to the Government a sum which is equal to the total replacement cost of the pass.

17. Inconvenience or Annoyance Caused

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

18. Compliance with Employment Ordinance

The Contractor shall comply with the Employment Ordinance (Cap. 57). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving notice to the Contractor if the Contractor is convicted of any offence under the Employment Ordinance without entitling the Contractor to any compensation whatsoever.

19. Compliance with Employees' Compensation Ordinance

The Contractor shall comply with the Employees' Compensation Ordinance (Cap. 282). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving notice to the Contractor if the Contractor is convicted of any offence under the Employees' Compensation Ordinance without entitling the Contractor to any compensation whatsoever.

20. Compliance with Immigration Ordinance

The Contractor shall comply with the Immigration Ordinance (Cap. 115). If the Contractor is convicted of an offence under the Immigration Ordinance for employing a person who is not lawfully employable to perform the Contract, or is convicted of an offence for aiding and abetting another person to breach his conditions of stay, such conviction shall constitute a material breach of the Contract and without prejudice to any other rights or remedies which the Government has or may have, the Government may terminate the Contract forthwith on giving notice to the Contractor without entitling the Contractor to any compensation whatsoever.

21. Compliance with Occupational Safety and Health Ordinance and Factories and Industrial Undertakings Ordinance

The Contractor shall comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of its own

staff, Government staff and others who may be affected by its performance of Services as well as the Factories and Industrial Undertakings Ordinance (Cap. 59). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving notice to the Contractor if the Contractor is convicted of any offence under the Occupational Safety and Health Ordinance or the Factories and Industrial Undertakings Ordinance without entitling the Contractor to any compensation whatsoever.

22. Compliance with Mandatory Provident Fund Schemes Ordinance

The Contractor shall comply with the Mandatory Provident Fund Schemes Ordinance (Cap. 485). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving notice to the Contractor if the Contractor is convicted of any offence under the Mandatory Provident Fund Schemes Ordinance without entitling the Contractor to any compensation whatsoever.

23. Compliance with Minimum Wage Ordinance

The Contractor shall comply with the Minimum Wage Ordinance (Cap. 608). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith on giving notice to the Contractor if the Contractor is convicted of any offence under the Minimum Wage Ordinance without entitling the Contractor to any compensation whatsoever.

24. Debarment Mechanism and Demerit Point System

- 24.1 If the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- 24.2 If the Contractor is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to the Contractor.
- 24.3 If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to each of the Contractor and the sub-contractor.
- 24.4 Each default notice issued under Clause 24.2 or 24.3 above attracts one Demerit Point. The Demerit Point(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.

25. Arrangement during Epidemic Illness

In the event of illness of any epidemic nature breaking out, the Contractor shall comply with all such orders, arrangements or regulations as may be issued by the Government of the Hong Kong Special Administrative Region with a view to stamping out the same. The Contractor shall comply with any instructions issued by the Government of the Hong Kong Special Administrative Region regarding measures to be adopted to prevent or control diseases of any kind.

26. Licence, Permit and Certificate (excluding Intellectual Property Rights Related Licence)

- 26.1 The Contractor shall apply to the relevant authorities to obtain or renew, as the case may be, for all licences, permits and/or certificates required by law for the performance of the Services and shall produce the same to the Government Representative for inspection if so required.
- 26.2 The Contractor shall make no claim of any kind whatsoever against the Government Representative in the event of the Contractor's failure or inability for any reason to obtain or renew any such licences, permits or certificates. It will be unlawful for the Contractor to perform the Services without the licenses, permits and/or certificates as required by law, notwithstanding the commencement of the Service Period.
- 26.3 The Contractor shall observe and comply with the conditions of any licence, permit or certificate issued to it in relation to the performance of the Contract.
- 26.4 The Contractor shall from time to time maintain the validity (or obtain renewals (if necessary) of all certificates such as ISO and/or OHSAS throughout the Service Period (or such extension, if applicable) if scores have been obtained in the tender evaluation.

27. Public Liability Insurance

- 27.1 The Contractor shall effect and keep in force during the Service Period and at its own expense a public liability policy of insurance exclusively for the Contract in the joint names of the Government and the Contractor in the sum of not less than HK\$10,000,000 for each accident with unlimited claim for each year with an insurance company and on such terms and conditions as shall be approved by the Government Representative. The insurance policy shall cover liability to pay damages and compensation for injury to or death of any persons and for loss or damage to any properties whatsoever where such injury, death, loss or damage (as the case may be) is caused by or arises out of any act, negligence or default of the Contractor or the Government or their respective employees or agent.
- 27.2 The Contractor shall with all due diligence conform to all conditions of the insurance policies effected under the Contract and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents and the Contractor shall bear the consequences of any failure to do so. The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies.
- 27.3 The Contractor shall submit to the Government Representative within twenty-one (21) days from the date of letter of acceptance two (2) copies of the said policy of insurance together with the receipt for payment of the current premium. Thereafter, the Contractor shall provide the Government with copies of the premium receipts of the subsequent renewal of the policy of insurance within thirty (30) days after the due date for payment of premium.
- 27.4 The Contractor is responsible for lodging all claims with the said insurance company and shall deal with the said company upon the Government Representative's request and upon receipt from the Government Representative a report on any injury, death, loss or damage.
- 27.5 The Contractor shall cause all sums received by virtue of the insurance taken out by the Contractor under the Contract to be paid to the Government, who shall apply the same towards the discharge of any liability, settlement of any action or claims, reinstatement of any property damaged and/or any sums owed to any third party by the Contractor and/or the

Government under the coverage of the insurance policy. The Contractor shall make up any deficiency in the amount required for discharging such liability, settlement of such action or claims, reinstatement of property damaged and/or such sums owed, if any, save and except in the event where the Court has ordered that such liability, settlement of action or claims, reinstatement of property damaged and/or such sums owed, if any, is entirely caused by the act, negligence or default of the Government or its employees or agent. In the event where the Court has given an order detailing the apportionment of liability to be borne by the Government (or its employees or agent) and the Contractor (or its employees or agent) respectively, the Contractor shall make up any deficiency as per such apportionment in its fair share amount required for discharging such liability, settlement of action or claims, reinstatement of property damaged and/or such sums owed, if any.

- 27.6 If the Contractor fails to comply with Clause 27.1 above, the Government may terminate the Contract immediately.

28. Accident to the Contractor's Employee

- 28.1 The Government and its employees and agent shall not be under any liability whatsoever for or in respect of any injury to or death of any of the Contractor's Employee or the Contractor's agent save and except such injury or death is caused by the Negligence of the Government or its employees or agent. The Contractor shall indemnify the Government and its employees and agent against all actions, proceedings, claims and demands, costs and expenses whatsoever in respect of any such injury or death for which the Government, its employees or agent are not liable. For the purpose of this Clause, "Negligence" shall have the same meaning assigned to it under the Control of Exemption Clauses Ordinance (Cap. 71).
- 28.2 The Contractor shall effect and keep in force a policy of insurance at its own expense against all liability to pay damages or compensation as aforesaid in respect of all persons, including but not limited to employees who may be employed on any work done in pursuance of the Contract, whether employed by the Contractor or the Contractor's agent, with an insurance company approved by the Government Representative (which approval shall not be unreasonably withheld) and shall keep such policy of insurance in force during the Service Period. The Contractor, shall when required, deposit with the Government Representative for safe keeping during the Service Period such policy of insurance together with the receipt of payment of the current premium, provided always that in respect of any persons employed by any agent of the Contractor, the Contractor's obligations to effect a policy of insurance as aforesaid under this Clause shall be satisfied if the agent has effected such policy of insurance in respect of such persons but the Contractor shall require the agent to deposit with the Government Representative when required such policy of insurance together with the receipt of payment of the current premium.
- 28.3 If the Contractor shall fail to effect or keep in force the policy of insurance referred to in this Clause or Clause 27 above or any other insurance which it may be required to effect under the terms of the Contract then and in any such cases the Government may effect and keep in force any such policy of insurance and pay such premium or premiums as may be necessary for that purposes and from time to time deduct the amount so paid by the Government as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- 28.4 In the event of any employees or agent or other person employed on any work done or in pursuance to the Contract, whether employed by the Contractor or the Contractor's agent,

suffering from any personal injury or death, and whether there be a claim for compensation or not, the Contractor shall within seven (7) days after the occurrence of the injury or death give notice in writing of such injury or death to the Government Representative.

29. Liability and Indemnity

- 29.1 Any act, default, neglect or omission of any officers, employees, agents or sub-contractors of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor (Vicarious Liability). The Contractor shall indemnify the Government and keep the Government fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the following -
- (a) the negligence, recklessness or wilful misconduct of the Contractor, the Contractor's Employee or the Contractor's agent;
 - (b) the breach or the non-performance or non-observance of any of the provisions, warranties and undertakings, obligations or conditions of the Contract by the Contractor or the Contractor's Employee or the Contractor's agent under this Contract;
 - (c) any unauthorised act or omission of the Contractor or the Contractor's Employee or the Contractor's agent;
 - (d) the non-compliance with any applicable laws and any requirement or regulation of any Hong Kong authority or agency in connection with the performance of the obligations under the Contract by the Contractor or the Contractor's Employee or the Contractor's agent; or
 - (e) any loss or damage sustained by or any injury to or death of any third party in consequence of any negligence, omission, default of the Contractor or the Contractor's Employee or the Contractor's agent under statute and under common law as long as such loss or damage sustained by or any injury to or death of such third party is attributable to the Contractor or the Contractor's Employee or the Contractor's agent in the manner as described in (a) to (d) above.
- 29.2 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be defected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract, or any failure or omission of the Government in investigating or dealing with any claims in consequence of its negligence or omission or default, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor or the Contractor's Employee or the Contractor's agent.
- 29.3 The Contractor shall indemnify and keep indemnified the Government against all claims, damages, costs, losses or expenses in respect of personal injury, death, losses or damages arising out of or resulting from the performance or attempted performance of the Contract to the extent that the same are or have been caused by any act, omission, neglect, recklessness, wilful misconduct, defamation, breach of statutory duty or breach of the Contract by the Contractor, the Contractor's Employee or the Contractor's agents. Any damage to building, site or other areas of work in relation to the Contract shall be indemnified by the Contractor to the satisfaction of the Government.

- 29.4 The Contractor shall indemnify and keep the Government and its contractor's employee and authorised persons fully and effectively indemnified against all costs, claims, demands expenses and liabilities of whatsoever nature arising from or incurred by reason of any actions and/or claims made in respect of disclosure of information subject to the Personal Data (Privacy) Ordinance (Cap. 486) which action and/or claim would not have arisen but for the negligence or omission of the Contractor, any of the Contractor's Employee or the Contractor's agents or any one acting on its/their behalf in connection with the provision or receipt of the work of any Services provided under this Contract, as well as any liability or claim in respect of any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Cap. 593).
- 29.5 Without prejudice to any rights or remedies the Government may have, the Government shall be entitled to offset or deduct any monies referred to in this Clause from any monies which the Government may owe to the Contractor and claim for any outstanding balance from the Contractor.
- 29.6 The provision of this Clause 29 shall survive the completion or early termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such completion or termination.

30. Services to be Provided

- 30.1 Without prejudice to any other provisions of this Contract, the Contractor shall during the Service Period -
- (a) provide, maintain and employ, at the sole expense of the Contractor and to the satisfaction of the Government Representative, the Guards and related equipment in the Venue as specified in the Service Specifications and the Execution Plan;
 - (b) provide additional Guards upon request by the Government Representative; and
 - (c) ensure that the Guards diligently and properly perform all duties as set out in the Service Specifications.
- 30.2 The Contractor shall upon and subject to the terms and conditions of the Contract herein carry out and complete the Services in accordance with the Contract in every respect in accordance with the directions and to the reasonable satisfaction of the Government Representative, who may in his absolute discretion and from time to time issue further details, and/or written explanations in regard to the Services.
- 30.3 The Contractor shall forthwith comply with and duly complete the Services comprised in such further details or written explanations.

31. Contract Briefing

Before contract commencement, the Contractor shall meet with the Government Representative concerned to discuss on the transition arrangement.

32. Checklist for Supervision of Performance of Contractor's Employee

Upon being awarded the Contract, the Contractor shall submit for the approval of the Government Representative a checklist for the supervision of work or the Services performed by its employees and agent engaged or to be engaged for the purpose of this Contract. The Government Representative may countercheck the performance of the Contractor or the Contractor's Employee or the Contractor's agent against the approved checklist.

33. Order of Executing the Services

The Contractor shall, if directed by the Government Representative, execute any part of the Services in such order and at such times and commencing from such points as may be required by the Government Representative. In the absence of such directions, the Contractor shall execute the Services in such order and commencing at such point as the Contractor reasonably considers to be the most effective and efficient for the purposes of providing the Services, and without unnecessary disruption to public, government employees and any other authorised users' use of the Venue.

34. Particulars to be Furnished

The Contractor shall, if directed by the Government Representative, furnish particulars in writing of its arrangements for carrying out the Services or any part thereof and any additional Services which the Contractor intends to supply, use or perform as the case may be. The submission to and approval by the Government Representative of such particulars shall not relieve the Contractor of any of its duties or responsibilities under the Contract.

35. Service of Notice

All notices which are required to be given herein shall be in writing and shall be sent to the address or email address of the recipient set out in the Contract or such other address as the recipient may designate by prior notice given in accordance with the provisions of this Clause. Such notices shall be deemed to have been properly given hereunder and shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile or email; and (c) if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by postal authority in Hong Kong.

36. Provision of Execution Plan

- 36.1 Four (4) weeks after the Commencement Date, and at any time thereafter, the Government Representative may review the Execution Plan set out in Contract Schedule 3. Where the Government Representative finds on reasonable grounds that the Execution Plan should be revised, the Contractor shall, upon request by the Government Representative, introduce at no cost to the Government revised Execution Plan with such modifications to ensure provision of the Services to the satisfaction of the Government Representative. In such event, the Contractor shall submit the proposed plan to the Government Representative for approval. The Contractor shall not implement the revised Execution Plan unless and until it has obtained the Government Representative's approval to do so. Where the Government Representative has given approval for the revised Execution Plan, the Contractor shall implement the revised Execution Plan forthwith or on such date specified by the Government Representative. The Government Representative shall be entitled to vary the

order, priority and time for carrying out the Services as the Government Representative may consider expedient so to do.

36.2 The Contractor shall carry out the Services in accordance with -

- (a) the Service Specifications or as the Government Representative may direct from time to time if he considers expedient so to do; and
- (b) the Execution Plan, or the revised Execution Plan approved by the Government Representative. The Contractor shall not vary or amend the Execution Plan which is currently in force without the prior written approval of the Government Representative.

36.3 The Government Representative shall have the discretion to decide whether or not the Services provided by the Contractor have achieved a particular standard.

37. Employment of Staff and Manner of Supervising

37.1 The Contractor shall ensure that the Guards are adequately supervised and perform their duties properly.

37.2 The Contractor shall provide and deploy the Guards in the numbers and grades as specified in the Service Specifications and the Execution Plan for the provision of Services.

37.3 The Contractor shall forthwith notify the Government Representative if -

- (a) any Guards proposes to resign from Venue;
- (b) the Contractor intends to dismiss any Guards; or
- (c) any Guards are absent from duty.

In such event, the Contractor shall immediately supply and deploy a competent substitute to perform the Services.

37.4 The Contractor shall, prior to the Commencement Date, provide the Government Representative with details of all its employees or agent (including the names of such persons, their positions, sex, ages, dates of birth, Hong Kong Identity Card numbers, their posts and photos). In case there is a change of any of the Contractor's Employee or the Contractor's agent, the Contractor shall submit revised details of all its employees or agent to the Government Representative three (3) days prior to the effective date of such change.

37.5 The Contractor shall nominate for Government Representative's approval (which approval may at any time be withdrawn) a full time representative. Such representative shall be the representative of the Contractor who has the full authority to make all necessary decisions on behalf of the Contractor regarding the provision of the Services (the "Contractor's Representative"). The Contractor's Representative shall be the sole contact point in all communications and exchanges with the Government and shall be responsible for receiving instructions from the Government Representative. The Contractor's Representative shall be contactable and available to receive the Government's instructions at all times during the Service Period irrespective of any suspension of the Services in accordance with Clause 50 below. The Contractor's Representative shall at the expense of the Contractor be equipped with portable radio pagers or mobile phones communication system, and the Contractor's Representative shall respond to all communication made by the Government Representative through such communication systems within twenty (20) minutes. If the Contractor's Representative resigns or for whatever reasons that he could no longer execute his duties, the Contractor should promptly assign a replacement and inform the Government Representative immediately.

- 37.6 The Contractor shall make its own arrangements in regard to the provision of employees as may be required for providing the Services, and shall use all diligence in arranging for a sufficient and suitable supply of the Guards.
- 37.7 The Contractor shall ensure that all Guards deployed at the Venue shall not smoke or drink alcoholic beverage while performing their duties.
- 37.8 The Contractor shall ensure that all Guards deployed at the Venue are in proper uniforms provided free of charge by the Contractor to their employees.

38. Meeting

The Contractor's Representative shall attend at all meetings convened by the Government Representative to which he may be summoned, and shall advise and assist the Government on all matters relating to the provisions of the Services under this Contract at no extra cost. If the Contractor's Representative is unavailable, the Contractor shall provide justification and assign another staff who has the full authority to make all necessary decision on behalf of the Contractor regarding the provision of the Services.

39. Site Records

The Contractor shall keep a detailed record of all activities and events that occur at the Venue in the form of a log book which should be readily made available for inspection by the Government Representative.

40. Contractor's Equipment and Tools

- 40.1 The Contractor shall provide, install and maintain in good working order at its own expense in the Venue the type of electronic checkpoint system as detailed in the Service Specifications or such other type of electronic checkpoint system that is approved by the Government Representative.
- 40.2 The Contractor shall at its own expense equip the Guards with effective and appropriate communication equipment and maintain in good working order the minimum number of walkie-talkies with ear-phone and electronic watchman patrol system for use by Guards or in the Venue as specified in the Service Specifications for use by the Guards or at the Venue. The Contractor shall also provide sufficient number of torches, safety helmets, raincoats and other necessary equipment for use by the Guards to effectively and efficiently discharge their duties as specified under the Contract. When Tropical Cyclone Warning Signal No. 8 or above is in effect, approved helmets should be worn by all Guards while on duty outdoors.

41. Contractor's Other Obligations

The Contractor hereby covenants and agrees with the Government Representative that -

- (a) all Guards deployed under this Contract, whether working at the Venue or elsewhere, do not work more than the maximum allowable working hours per day as specified in the Contract Schedule 2;
- (b) notwithstanding anything contained in Clause 30 above or in the Service Specifications and the Execution Plan or the Contract Schedules, the Government Representative may at any time and from time to time during the Service Period

require the Contractor to redeploy any Guards in such manner as the Government Representative may direct, or require the Contractor to provide and deploy additional Guards at the Venue. The Contractor shall immediately comply with any such requirement;

- (c) all Guards deployed at the Venue shall be provided, maintained and replaced as necessary by the Contractor at its own expense with uniforms (including special or protective clothing, including disposable face mask with nose wire, and footwear (e.g. raincoat, rain boots, etc.) as the Government Representative may consider necessary and appropriate) of such design and material as have been approved by the Government Representative and such uniform shall bear in a conspicuous position the name of the Contractor's firm as appropriate. Such uniforms shall at all times be worn by all Guards while on duty at the Venue and kept clean, tidy and well fitting to the satisfaction of the Government Representative;
- (d) any of the Guards deployed at the Venue failing to wear the approved uniform may subject to the discretion of the Government Representative be refused entry or evicted from the premises prescribed in the Contract and all such Guards so refused entry or evicted shall be immediately replaced by the Contractor. The Contractor shall continue to perform the Services despite admission of any of its Guards is refused under this Clause;
- (e) the Contractor shall be responsible for the overall supervision of the performance of the Guards and shall take necessary action (e.g. through training or disciplinary action where appropriate, etc.) to improve the performance of the Guards upon request of the Government Representative. The Contractor shall from time to time make surprise inspection on the Guards while they are performing their duties for the purpose of this Contract. The surprise inspection on the Guards deployed at the Venue shall be carried out between 2300 hours of a day and 0730 hours of the following day, and at any other time during a day;
- (f) observations made by the Contractor during the surprise inspections shall be recorded and documented at the Venue concerned for inspection by the Government Representative in a form/checklist which is approved by the Government Representative;
- (g) in respect of the Venue, the Contractor shall at least provide the number of Guards throughout the period and at the shift hours specified in the Service Specifications and the Execution Plan;
- (h) where in respect of a Venue, the Contractor is required to provide the Venue Guards for 24 hours a day (as determined in the Service Specifications and the Execution Plan), the Contractor shall ensure that the number of Guards required for that Venue in the Service Specifications and the Execution Plan are stationed at the Venue in not less than three (3) shifts, and the length of each shift (not more than 8 hours) shall be approved by the Government Representative;
- (i) if more than one (1) Guard is deployed at a venue, the Contractor shall appoint one of the Guards to be the coordinator responsible for making all communication with the Government Representative; and
- (j) all patrol/clocking time sheets shall be checked and kept at all times at the Venue, and the Contractor shall whenever so required by the Government Representative produce the time sheet and log books for inspection by the Government Representative.

42. Sub-contractors' Compliance with the Relevant Obligations

- 42.1 The Contractor shall monitor the performance of its sub-contractor(s) and ensure that its sub-contractor(s) do not commit any of the Relevant Offences or breach any of the contractual obligations to which a Demerit Point may be issued. For such purposes, the Contractor shall incorporate the relevant contractual clauses into the contract(s) with its sub-contractor(s).
- 42.2 Without prejudice to any other rights, actions or remedies available to the Government, the Contractor shall ensure that any default on the part of its sub-contractor(s) shall be readily remedied.

43. Personnel Records

- 43.1 The Contractor shall maintain proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to the Contractor's Employee, bank autopay return, receipt of wages and record of contribution to the statutory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualification and/or record of experience (of manager and supervisors only) and age of each of the Contractor's Employee. The Contractor shall ensure that its sub-contractor acts in compliance with this Clause.
- 43.2 The Contractor shall keep proper record of all amendments, variation or cancellation to the Standard Employment Contract and the payment to staff.
- 43.3 All records stated in this Clause shall be open for inspection by the Government Representative at any time.

44. Contractual Obligations under the Standard Employment Contract

- 44.1 The Contractor shall enter into a written Standard Employment Contract (as per sample at **Attachment B**) with each of its Non-skilled Workers employed for the performance of this Contract if the employment period exceeds seven (7) days.
- 44.2 The Contractor shall strictly observe its contractual obligations under the Standard Employment Contract, including but not limited to, the contractual obligations the breach of which would attract a Demerit Point.
- 44.3 Without prejudice to the generality of Clause 44.2 above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
- (a) paying wages;
 - (b) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
 - (c) paying wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
 - (d) paying wages by means of autopay to the Non-skilled Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);

- (e) paying the gratuity to the Non-skilled Workers with no less than one year of service under a continuous contract; and
 - (f) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.
- 44.4 The Contractor shall within two (2) weeks from the Commencement Date of the Contract provide the Government Representative with a copy of the Standard Employment Contract entered into under Clause 44.1 above at its own costs. In the event that there is any subsequent change of the Guard concerned and/or of the terms of the Standard Employment Contract as approved by the Government Representative, the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new Standard Employment Contract entered into or any employment contract as amended, as the case may be, at its own cost.
- 44.5 Any breach of the undertaking in Clause 44.1 above in respect of written Standard Employment Contract with its Guards shall be construed as a material breach of the Contract and the Government Representative without prejudice to Clause 61 below shall have a right to seek other appropriate remedies which include the right to terminate the Contract.
- 44.6 The Contractor shall pay each Guard, during the Service Period, monthly wage in an amount not less than -
- (a) the monthly wages specified in Contract Schedule 2; or
 - (b) the monthly wages referred to at (a) above as the same may be adjusted as a result of future revision of the SMW, whichever is the higher.
- 44.7 For the avoidance of doubt, if the working hours of Guard under the Contract deviate from the time basis for calculating the SMW plus rest day pay rate as stipulated in Clause 10.1(a) of the Terms of Tender, such Guard's monthly wage shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract (see **Attachment B** to these Conditions of Contract).
- 44.8 The Contractor shall not allow any Guard to work each day for more than the maximum allowable net working hours per day as specified in Contract Schedule 2.
- 44.9 The Contractor shall not provide for payment in lieu of rest days or statutory holidays in the written employment contract.
- 44.10 The Contractor shall promptly pay wages to the Contractor's Employee, failure to do so will entitle the Government to terminate the Contract.
- 44.11 The Contractor shall use autopay for payment of wages to Guard (payment by cheque is only allowed upon termination of employment contract and is made at the request of the Guard concerned).
- 44.12 Any breaches of the wage and/or maximum allowable daily working hours and/or wage payment undertaking may be construed as a material breach of the Contract and the Government Representative may have a right to seek appropriate remedies which include the right to terminate the Contract.
- 44.13 If the Contractor fails to comply with Clause 43 above and this Clause 44, the Government may have a right to seek appropriate remedies which include but not limited to the right to terminate the Contract under Clause 61 below.
- 44.14 If the Contractor is in breach of the commitment in respect of wage, daily maximum working hours, signing of Standard Employment Contract with and wage of payment by

means of autopay to the Guard employed for this Contract, the Government Representative shall be entitled to record in writing a notice of default (“Default Notice”) and serve the same upon the Contractor. Each Default Notice so issued under Government service contracts that rely heavily on the deployment of non-skilled workers attracts one (1) Demerit Point. The Demerit Points given to the Contractor from Government departments will be taken into account by the Government in tender evaluation of the Contractor’s future bids for all Government service contracts that rely heavily on the deployment of non-skilled workers and may result in the Contractor failing the tender assessment.

- 44.15 The Contractor shall comply with the terms and conditions set out in the written Standard Employment Contract. If the Contractor is in breach of the terms and conditions in the Standard Employment Contract not in connection with wages, daily maximum working hours and wage payment by means of autopay and signing of Standard Employment Contract and not in connection with offences under the Relevant Ordinances, the Government Representative shall be entitled to record in writing a Default Notice and serve the same upon the Contractor. The Default Notice given to the Contractor will be taken into account in tender evaluation of the Contractor’s future bids for GRS’ service contracts, the performance of which will rely heavily on the deployment of non-skilled workers.
- 44.16 The Contractor shall note that if it has accumulated, over a rolling period of thirty-six (36) months, an aggregate of three (3) or more Demerit Points, the Tenderer is debarred from tendering for this Contract for a period of five (5) years from the date the third Demerit Point is obtained
- 44.17 The Contractor shall not deduct wages of the Guards unlawfully, e.g. fees/costs for uniforms, name badges, tools, training and consumables etc.
- 44.18 In the event that the Contractor engages a sub-contractor (the engagement of which is subject to the Government’s prior written approval), it shall ensure that its sub-contractor shall also observe and comply with Clause 44.1 to Clause 44.3 above, as if references to “Contractor” read “sub-contractor”.
- 44.19 If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 44.1 to Clause 44.3 above, without prejudice to any other rights, actions or remedies available to the Government including but not limited to the issuance of one or more Demerit Points to the Contractor and/or the sub-contractor, the Government may terminate the Contract immediately.
- 44.20 The Contractor shall not vary the terms and conditions of the Standard Employment Contracts without the prior written approval of the Government Representative.
- 44.21 If requested by the Government Representative, the Contractor shall produce evidence to satisfy the Government Representative that the terms and conditions specified in the Standard Employment Contracts have been complied with. The Government Representative may at any time during the Service Period approach the Contractor’s Employee to verify the information provided by the Contractor. If requested by the Government Representative, the Contractor shall make arrangement for any or all of the Contractor’s Employee to meet the Government Representative or the representative of the Labour Department.
- 44.22 The Contractor shall obtain consent from the Contractor’s Employee with the approval given by the Government Representative under the Contract for disclosure of their personal data, the Standard Employment Contracts and all other records of employment to the Government Representative and the representatives of the Labour Department for the purposes of the Contract.

45. Gratuity to Non-skilled Workers

The Contractor shall pay a gratuity to a Non-skilled Worker upon the expiry or termination of the Standard Employment Contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract. The amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the above period. The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.

46. Holiday Pay to Non-skilled Workers

The Contractor shall provide the holiday pay to a Non-skilled Worker provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for not less than one month immediately preceding a statutory holiday. The holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance (Cap. 57). Detailed requirements on the holiday pay payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.

47. Extra Wages to Non-skilled Workers for Working Under Typhoon Signal No. 8 or above

If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift in which the Non-skilled Worker has worked, the Contractor shall pay the Non-skilled Worker for that day/shift at least 150% of the Non-skilled Worker's original pay for the hours worked in that day/shift. Detailed requirements on the extra wages payable for working under typhoon signal no. 8 or above are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein. For the avoidance of doubt, the extra wages stipulated in this Clause shall also apply to a Non-skilled Worker with whom the Contractor is not required to enter into the Standard Employment Contract.

48. Shift Hours

Notwithstanding any other provisions in this Contract, the shift hours set out in the Service Specifications and the Execution Plan may be varied at any time by the Government Representative to meet the actual operational requirement.

49. Addition of Services

- 49.1 The Government may at its option, but is under no obligation to, at any time during the Service Period, on giving five (5) days prior written notice to the Contractor (“Service Order”), require the Contractor to supply and deploy at any Venue or any other location including a venue not covered by this Contract and for such period of time, additional Guard and/or additional equipment listed out in Section IV of Contract Schedule 1 to perform additional Services as specified in the Service Order. In case of emergency / special ad hoc requests from the Government, it shall be sufficient for the Government to give a shorter period of notice down to twenty-four (24) hours to issue a Service Order.
- 49.2 Where the Service Order is in relation to a location not covered by the Contract, the maximum limit is up to 50% of the existing requirements to which the Contract relates. Subject to the aforesaid maximum limit (whichever is applicable), the number and position of the additional Guard and/or additional equipment required will be as stated in the Service Order. There is no minimum limit.
- 49.3 If the Government makes a requirement under Clause 49.1 above, subject to Clause 49.4 below and the Contractor’s performance of the Services to the Government satisfaction, the Government shall pay the Contractor for each additional Guard, the unit rate as set out in Section IV of Contract Schedule 1 for which the Guard has performed his duties. In the case where the additional Guard is to be deployed at a location which is not a location covered by the Contract, the applicable rate shall still be based on the rate(s) above as set out in Contract Schedule 1 as the Government may at its discretion decide.
- 49.4 In respect of a requirement made pursuant to Clause 49.1 above, the Government shall not be liable to pay the Contractor any fee under Clause 49.3 above for that requirement if not less than twenty-four (24) hours before the time at which the Contractor is to supply and deploy the additional Guard, the Government Representative notifies the Contractor of the cancellation of the requirement.

50. Suspension/Deletion of Services

- 50.1 The Government may, on giving the Contractor fourteen (14) days prior written notice, require the Contractor to suspend performance of all or part of the Services and/or to reduce the number of Guards deployed for the Services for such time or times and in such manner and for such period or periods as the Government may specify in the notice.
- 50.2 In the event that the Services are suspended under Clause 50.1 above, the Monthly Fee payable to the Contractor by the Government Representative shall be adjusted according to the following formula –
- (a) if the provision of the Services is suspended for a consecutive period of one (1) or more whole Month below, there shall be no monthly rate for that Month(s) for that Venue; or
 - (b) if the provision of the Services is suspended for a consecutive period of less than one (1) Month, the monthly rate for that Venue shall be adjusted as follows -

$$A \quad X \quad \frac{B}{\text{Number of calendar days in that Month}}$$

Where

“A” is the Monthly Rate specified in Section I of Contract Schedule 1; and

“B” is the total number of calendar days which the Services have been fully rendered by the Contractor in that Month.

- 50.3 In the event that the number of Guard deployed to perform the Services is reduced under Clause 50.1 above, the Monthly Fee payable to the Contractor by the Government Representative shall be adjusted according to the following formula -

$$C \times D$$

Where

“C” is the number of hours by which the Guard deployed to perform the Services is reduced in the Month; and

“D” is the corresponding Hourly Rate set out in Section IV of Contract Schedule 1.

51. Order for Variation

- 51.1 The Government Representative may make any variation in the quantity of any work as well as the performance requirements and standards of requirements detailed in the Service Specifications and the Execution Plan hereof and such variation shall not in any way vitiate or invalidate the Contract.
- 51.2 The Government Representative may vary the scope of the Contract by including new/ additional facilities or building not specified in the Contract Schedules in the Contract or deleting the Venue required for Services in the Contract during the Service Period.
- 51.3 No variation shall be made by the Contractor without an order in writing from the Government Representative.
- 51.4 The Government Representative shall give the Contractor an advance notice of not less than fourteen (14) calendar days to prepare for the execution of such order for variation made by the Government Representative.

52. Valuation of Variation

- 52.1 Where a variation has been made to the Contract under Clause 51 above, the amount to be added or deducted from the Monthly Rate of the Venue shall be adjusted in accordance with the rates quoted by the Contractor in Contract Schedule 1 so far as the same may be applicable. Where rates are not contained in Contract Schedule 1, or are not applicable, such amount shall be as agreed between the Government Representative and the Contractor as is reasonable in the circumstances. If the parties are unable to agree on the new rate, the Government may nevertheless direct the Contractor in writing to proceed with the variation and the Contractor shall act accordingly.
- 52.2 Notwithstanding clause 52.1 above, no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the Estimated Contract Value of more than twenty percent (20%), unless otherwise mutually agreed by the Contractor and the Government. For the avoidance of doubt, the Government shall be deemed to have fully performed its contractual obligation under the Contract by so requiring the provision of the Services from the Contractor at or above eighty percent (80%) of the Estimated Contract Value.

53. Inspection and Rejection

- 53.1 The Services performed shall before payment be subject to inspection by the Government Representative. If the Contractor fails to observe or comply with any terms or provisions of the Contract including but not limited to failure to comply with the performance requirements set out in the Service Specifications and the Execution Plan, or to perform the Services to the satisfaction of the Government Representative, the Government Representative shall have the right to reject the Services or any part thereof that is performed by the Contractor and to withhold payment of the Monthly Fee until the defects have been rectified by the Contractor.
- 53.2 The Contractor shall take immediate and necessary action to rectify such rejected Services within twenty-four (24) hours from the date of the notification either verbal or in writing by the Government Representative in the rejection of any Services, unless otherwise justified by the Contractor within such twenty-four (24) hours and agreed by the Government Representative in writing, but in any event no later than seven (7) days from the date of the notification initially given by the Government Representative to the Contractor in the rejection of any Services.
- 53.3 If the Contractor shall fail to rectify such rejected Services in accordance with Clause 53.2 above, the Government may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by engaging other contractors. All costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Contractor forthwith.

54. Rectification of Failures

- 54.1 At any time during the Service Period, the Government Representative may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract.
- 54.2 Where the Government Representative is satisfied that in any particular case that the Contractor has failed to provide the Services in accordance with any terms and conditions or any provisions of the Contract, the Government Representative may (without prejudice to any rights or remedy that the Government has or may have against the Contractor) require the Contractor by either verbal or written instructions to remedy or rectify the failure in order to comply fully therewith within twenty-four (24) hours from the date of such verbal or written instructions, unless otherwise justified by the Contractor within such twenty-four (24) hours, and agreed by the Government Representative in writing, but in any event no later than seven (7) days from the date of the verbal or written instructions initially given by the Government Representative to the Contractor to remedy or rectify the failure.
- 54.3 Without prejudice to any other rights and remedies or actions which the Government may take under the Contract, the Government Representative shall have the right to reject unsatisfactory performance of the Services until such defects have been rectified by the Contractor and to the satisfaction of the Government Representative within the time frame specified by the Government Representative. If the Contractor fails to comply with the instruction of the Government Representative issued under Clause 54.2 above and/or fulfil any of its contractual obligations, the Government Representative shall be entitled to record in writing a Default Notice and serve the same upon the Contractor.
- 54.4 The Government may keep a record of all Default Notices issued under this Contract (including those issued under Clauses 44, 54 and 55 hereof). The Contractor agrees that the record so kept by the Government may be used by the Government in assessing any tenders

submitted by the Contractor to the Government in future. For those Default Notices under appeal, they will still be taken into consideration in tender assessment until the Government Representative has revoked the decision made and removed the Default Notice from record.

55. Deduction in Monthly Fee

- 55.1 The Contractor shall ensure that the number of Guards deployed to perform the Services at the Venue is not less than that stipulated in the Service Specifications and the Execution Plan for the Venue. In the event of resignation, dismissal or absence for whatever reason of any such Guards at any Venue during the shift hours set out in the Service Specifications and the Execution Plan, the Contractor shall promptly provide adequate and competent replacements. Without prejudice to the rights under Clause 55.2 below, if the Contractor fails to comply with this Clause, the Government reserves the right to make the following deductions from payment due under this Contract on the occurrence of any of the following events :
- (a) Full value of a guard's shift if the guard is found to be absent or in any other way present but not performing his duties;
 - (b) Full value of a guard's shift if the guard is found sleeping whilst on duty;
 - (c) Full value of a guard's shift if the duty is performed by a guard not registered with the Commissioner of Police in the name of the Contractor as required by Clause 3.3(b) of the Service Specifications; and
 - (d) Part deduction (at the Government Representative's discretion) of not exceeding half of the full value of a guard's shift for failure to supply any required equipment, not dressed to the required standard, and any other minor infringement of the specified duties, or any other sum then due or which at any time thereafter may become due from the Government to the Contractor under this Contract or any other contract(s) made between the Contractor and the Government.
- 55.2 Without prejudice to the rights, actions or remedies that the Government has or may have against the Contractor, the Government Representative is entitled at his sole discretion to issue a Default Notice to the Contractor if the Contractor repeatedly fails to observe Clause 55.1 above.
- 55.3 If the Contractor fails to provide any of the Services or fails to provide the Services to the satisfaction of the Government Representative, the Government Representative shall, without prejudice to any other rights and remedies available to the Government, be entitled to have such Services carried out by its own resources or by other contractors and to recover any loss, damages, claims or any liability, costs and expenses that may be incurred by the Government Representative and may deduct the same from any money due and becoming due to the Contractor under this or any other contracts with the Government or from the Contract Deposit.

56. Payment for Services

- 56.1 Subject to Clauses 30, 49, 50, 52, 53, 55 and 56.2 to 56.5 hereof, if the Contractor has performed the Services in accordance with the terms and conditions of the Contract to the satisfaction of the Government and the Contractor has provided to the Government Representative a monthly statement, in a form as that provided in **Attachment A**, certified by a certified public accountant (practicing) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50), to substantiate that all its Guards for this Contract have been paid no less than the wages as specified in Contract Schedule 2 or the monthly wages that may

be adjusted as a result of future revision of the Statutory Minimum Wage, whichever is the higher, and contributions have been made for all the Guards in accordance with the Mandatory Provident Fund Schemes Ordinance (Cap. 485) to the satisfaction of the Government Representative, the Government shall pay to the Contractor the Monthly Fee in accordance with Clause 56.3 below. All expenses in connection with the appointment and employment of the auditors/accountants shall be borne by the Contractor, no separate payment for this will be made.

56.2 In calculating the amount of Monthly Fee -

- (a) there shall be added to the Monthly Rate in respect of a Venue additional sums calculated in accordance with Clause 49.2 above if the Government has made a requirement under Clause 49.1 above in the relevant Month and the requirement has not been cancelled in accordance with Clause 49.4 above;
- (b) there shall be deducted from the Monthly Rate in respect of a Venue the sums specified in Clause 50.2 or 50.3 above if the Government has made a requirement under Clause 50.1 above in the relevant Month;
- (c) there shall be deducted from the Monthly Rate in respect of a Venue such other sums which the Government is entitled to deduct pursuant to other provisions of the Contract;
- (d) there shall be deducted from the Monthly Rate such amounts that the Contractor has failed to pay the Guards in full in accordance with its committed monthly wage in Contract Schedule 2 or the monthly wages that may be adjusted as a result of future revision of the Statutory Minimum Wage, whichever is the higher. Such amounts will be released to the Contractor, without interest, when the Contractor has paid up all wages in full in accordance with its committed monthly wage in Contract Schedule 2 or the monthly wages that may be adjusted as a result of future revision of the Statutory Minimum Wage, whichever is the higher. The Contractor hereby irrevocably accepts that -
 - (i) the Government Representative may inspect the records of wages of the Guards as to whether the Contractor has failed to pay them in accordance with its committed monthly wage in Contract Schedule 2 or the monthly wages that may be adjusted as a result of future revision of the Statutory Minimum Wage, whichever is the higher;
 - (ii) in case the inspection of the records of wages of Guards reveals that any of them has been short paid, the Monthly Rate shall be deducted as aforesaid; and
 - (iii) the amount of deduction from the Monthly Rate may be determined by the Government Representative as an equivalent percentage of the wages being short paid to the relevant Guards as may be revealed from the inspection of the aforesaid records of wages;
- (e) the Monthly Rate shall be subject to any payment discount set out in Contract Schedule 1; and
- (f) the Monthly Rate may be varied in accordance with other provisions of the Contract.

56.3 The Contractor shall at the beginning of each Month deliver to the Government Representative an invoice in respect of the Services rendered to the Government in the preceding month. Unless otherwise provided, the Government shall pay the Contractor the Monthly Fee in arrears after the Government Representative's receipt of invoices and only on the certification of the Government Representative that the relevant Services have, in all

respects, been performed in accordance with the terms and conditions of the Contract and to the reasonable satisfaction of the Government Representative. Unless otherwise agreed, the Monthly Fee will be directly paid by the Government to the Contractor's bank account specified in **Annex B** of the Terms of Tender.

- 56.4 Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee and bills against each Service Order on satisfactory completion of additional Services shall be addressed to the office to which the Services are provided. The Government Representative shall not be liable for any delay in settling the Monthly Fee if invoices and correspondence shall not be so addressed.
- 56.5 The Contractor shall submit separate statements in details showing the amount and value of Services executed up to the end of a Month to the Government Representative of the Venue within seven (7) working days after the last day of the Month.

57. Monthly Order Statement

The Contractor shall submit to the Government Records Service, Chief Secretary for Administration's Office of 3/F, Hong Kong Public Records Building, 13 Tsui Ping Road, Kwun Tong, Kowloon, a monthly order statement within fourteen (14) working days upon request by the Government Representative showing the following particulars -

- (a) Contract number;
- (b) Name of the Venue at which the Services are performed;
- (c) Total payment received within the Month for the Venue; and
- (d) Month-end contract balance.

58. Contract Deposit

- 58.1 Upon the expiry or sooner termination of the Contract and on condition that all of the Contractor's obligations have been performed and discharged to the satisfaction of the Government, the Government shall refund the balance of the Contract Deposit, if paid in cash, cheque or cashier's order, to the Contractor, without interest. If a banker's guarantee is provided, such banker's guarantee shall be discharged or released on condition that all the Contractor's obligations shall have been observed and complied with to the satisfaction of the Government Representative and after the recovery of any sums due from the Contractor to the Government.
- 58.2 If the Contractor fails to comply with any provisions of the Contract, without prejudice to any rights that the Government has or may have against the Contractor, the Government may deduct from the Contract Deposit (and in the event that the Contract Deposit is in the form of a banker's guarantee, to call on the banker's guarantee the amount) of any costs, damages, losses or expenses incurred or suffered by the Government as a result of (whether directly or indirectly) a breach of the Contract by the Contractor, and any sums that are due to the Government under the Contract whether or not demand has been made.
- 58.3 The Contract Deposit shall be wholly forfeited to the Government in the event of the Contract being terminated in accordance with Clauses 18, 19, 20, 21, 22, 23, 59, 60 or 61.1 hereof.
- 58.4 If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee during the Service Period, the Contractor shall, within twenty-one (21) days on demand in writing by the Government Representative, deposit a further sum, or

reinstate the level or extent of the banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit, or procure the issuance of a fresh banker's guarantee.

- 58.5 If the Contractor fails to replenish the Contract Deposit in accordance with Clause 58.4 above, without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith by notice in writing to the Contractor.

59. Probity

- 59.1 The Contractor acknowledges it has been reminded that:
- (a) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Cap. 201), sections 17, 18D and 19 of the Theft Ordinance (Cap. 210) and section 161 of the Crimes Ordinance (Cap. 200);
 - (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.
- 59.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.
- 59.3 The Government may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.
- 59.4 The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 59.2 above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

60. Immediate Termination of Contract

- 60.1 The Contractor agrees and undertakes to perform the Services in accordance with the terms and provisions of the Contract.
- 60.2 Without prejudice to other provisions of the Contract and to any other rights, actions or remedies available to the Government, if the Contractor or any sub-contractor engaged by the Contractor to perform this Contract:
- (a) is convicted of any of the Relevant Offences arising from this Contract; or
 - (b) has accumulated three (3) or more Demerit Points arising from this Contract over a rolling period of 36 months,
- the Government may terminate the Contract immediately.
- 60.3 The Government may recover all losses, damages, costs and expenses suffered or incurred by the Government (including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s)). In such event, the Government may deduct from any money due to the Contractor under this Contract and under any other Government contracts the losses, damages, costs and expenses.

61. Termination

- 61.1 The Government may forthwith terminate the Contract but without prejudice to any other rights which the Government has or may have if -
- (a) the Contractor fails to carry out the whole or any part of the Services or to observe or perform any of the terms and conditions of the Contract, or to pay any of the sums payable by the Contractor under the Contract, or is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within fourteen (14) days or such longer period as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the Government's intention to terminate the Contract) so to do, to remedy the breach; or
 - (b) the Contractor is found committing any habitual or serious failings, apart from the remedies provided for under this Contract, disciplinary action may be taken against the Contractor in default; or
 - (c) the Contractor goes into liquidation or a petition is filed for the bankruptcy or the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation that is previously approved by the Government in writing or the Contractor becomes insolvent or makes any composition or arrangement with creditors; or
 - (d) the Contractor assigns or purports to assign any or all the burden or benefits of the Contract without the prior written consent of the Government; or
 - (e) the Contractor is found to have made false declaration or untruthful revelation in, including but not limited to, its record of convictions of offences under the Employment Ordinance, the Employees' Compensation Ordinance, the Immigration Ordinance, the Occupational Safety and Health Ordinance, the Factories and Industrial Undertakings Ordinance, the Criminal Procedure Ordinance or the Mandatory Provident Fund Schemes Ordinance as stated in the tender submission by the Contractor during the tendering process; or

- (f) the Contractor is found to have employed any person who is not lawfully employable or to have aided and abetted another person to breach his condition of stay; or
- (g) the Contractor is convicted of any offences created under the Employment Ordinance, the Employees' Compensation Ordinance, the Immigration Ordinance, the Occupational Safety and Health Ordinance, the Factories and Industrial Undertakings Ordinance, the Mandatory Provident Fund Schemes Ordinance or Minimum Wage Ordinance set out in Clauses 18 to 23 above; or
- (h) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government; or
- (i) the Contractor is in breach of any of the representations, warranties and/or undertakings hereby given or any conditions and/or requirements, or is unable to obtain renewals and/or maintain validity of, any licences, permits or certificates referred to in Clause 26 above; or
- (j) the Contractor has its Security Company Licence suspended, revoked, expired, terminated or rendered invalid for whatever reason; or
- (k) the Contractor fails to comply with Clause 78 and it is determined that such failure is prejudicial to the interests of the Government.

61.2 Notwithstanding anything herein to the contrary, the Government may at any time during the Contract Period, at its option and without cause, terminate the Contract by giving the Contractor 4 month's prior written notice of such termination.

62. Effect of Termination

62.1 If the Contract is terminated, the Government shall -

- (a) cease to be under any obligation to pay any Monthly Fee to the Contractor until all costs, loss and/or damage resulting or arising out from the termination of the Contractor's engagement have been calculated and provided such calculation shows a sum or sums due to the Contractor;
- (b) not be responsible for any losses or expenses suffered or incurred by the Contractor due to the termination of the Contract;
- (c) be entitled to repossess any of the Government's materials, clothing, equipment or other goods loaned or hired to the Contractor and to have a lien on any of the materials, clothing, equipment or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government;
- (d) if the Contract is terminated by the Government (other than pursuant to Clause 61.2 above) and the Government makes other arrangements for the provision of any Services, the Government may recover from the Contractor: (a) any amount in excess of the Estimated Contract Value (which would have been payable to the Contractor had the Contract not been terminated) incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (b) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clauses 60 and 61 above. If the Contract is so terminated, until the Government has

established the final cost of making other arrangements contemplated under this Clause, no further payments will be made by the Government to the Contractor for the Services provided by the Contractor prior to termination;

- (e) be entitled to dispose of all Contractor's materials, clothing, equipment or other goods if the Contractor fails to remove all such things from the Venue within fourteen (14) days upon termination of the Contract, failing which the Government may dispose of the same at its discretion in which event all costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Contractor forthwith; and
- (f) be entitled to remove any staff of the Contractor or its employees or agent from the Venue.

62.2 The above rights of the Government are in addition to and without prejudice to any other rights the Government may have whether against the Contractor directly or pursuant to any guarantee or indemnity.

62.3 Any termination of the Contract howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such termination.

63. Recovery of Sums Due

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Government contracts.

64. Giving of Notice and Payment of Fees

The Contractor shall give all notices and pay all fees required to be given or paid by any enactment or any regulation of any local or other duly constituted authority in relation to the execution of the Services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the performance of the Services.

65. Jurisdiction

The Contract shall be governed by and construed according to the laws of Hong Kong and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of Hong Kong.

66. Publicity

The Contractor shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied. The Contractor shall not publish or use any such advertising or other publicity material without the prior written consent of the Government Representative.

67. Relationship of the Parties

- 67.1 The Contractor enters into the Contract with the Government as an independent Contractor only and shall not represent itself as an employee, servant, agent or partner of the Government.
- 67.2 Without prejudice to Clause 67.1 above, nothing in the Contract and no action taken by the parties pursuant to the Contract shall be constructed in any way to constitute or deem to constitute a partnership, association, tenancy agreement, joint venture or co-operative entity between the Government and the Contractor. Save as provided in the Contract, neither party shall commit the other to any obligation whatsoever without the written consent of the other.

68. Personal Data Submitted by Contractor

All personal data submitted by the Contractor will be used by the Government for the purpose of this Contract only.

69. Severability

- 69.1 In the event that any provision of the Contract or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal, voidable or otherwise howsoever unenforceable under any applicable laws of Hong Kong, such provision or such part of such provision, as the case may be, shall, to the extent required by such law, be severed from this Contract and rendered ineffective so far as possible without modifying the remaining provisions hereof.
- 69.2 Where, however, the provisions of the Contract or any such applicable laws of Hong Kong may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law.

70. Waiver of Remedies

No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, power or remedy herein conferred upon or reserved for either party is exclusive of any other rights, powers or remedies available to that party and each such rights, power, or remedy shall be cumulative.

71. Entire Agreement

The Contract supersedes all prior agreements, arrangement and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof. No addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

72. Intellectual Property Rights Related Licence

- 72.1 The Contractor hereby grants for the benefits of the Government and its authorised users an irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence to use all the materials and documentation provided by the Contractor under this Contract, and in relation

to any provided materials and documentation to which the Contractor is not empowered to grant sub-licence(s), the Contractor hereby undertakes to procure at its sole expense the grant of such rights for the benefits of the Government and its authorised users by the relevant third parties in respect of such materials and documentation on or before the use or provision of such materials and documentation in accordance with the terms hereof. Such licence to use shall include the following rights -

- (a) the right to use such materials and documentation for all purposes (or any one or more) contemplated by this Contract; and
- (b) the right to reproduce in any format as many copies of such materials and documentation as are reasonably required for backup, operational use and security.

72.2 The Contractor shall keep the Government informed in writing of any materials and documentation that are the subject matters of the licence(s) granted or to be granted in relation to any materials and documentation to which the Contractor is not empowered to grant licence(s) pursuant to Clause 72.1 above and any restrictions whatsoever affecting the use thereof.

72.3 The Contractor hereby undertakes to procure (and produce for inspection by the Government within three (3) days upon request) all proper licences clearances and releases in writing obtained/procured pursuant to Clause 72.1 above to be granted in favour of the Government.

73. Waiver of Moral Rights

The Contractor hereby waives and will procure at its own cost and expense its officers, employees, agents, sub-contractors and all authors concerned to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of the Government, its authorised users and licensees and shall take effect upon delivery of the relevant Materials.

74. Confidentiality

74.1 The Contractor shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)), in whatever form or media, which the Government has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Contractor or which may come to the Contractor's knowledge or be accessible by the Contractor in the course of carrying out the Services and all advices, recommendations, documents, materials and data given by the Contractor to the Government under the Contract ("Confidential Information"). The Contractor's obligations under this Clause 74 shall not extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).

74.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep the Government and its authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:

- (a) a breach of confidence (whether under the Contract or general law) by the Contractor or any of its employees, agents or sub-contractors;
- (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
- (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Cap. 593).

- 74.3 The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government's prior written consent.
- 74.4 The Contractor shall not disclose the Confidential Information to any third parties except in confidence to such of the Contractor's employees, agents or sub-contractors who need to know the same for the purposes of the Contract.
- 74.5 The Contractor undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- 74.6 The Contractor shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.
- 74.7 The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 74 and the Official Secrets Ordinance (Cap. 521).
- 74.8 The Contractor undertakes, if so requested by the Government, to deliver to the Government on such date as specified by the Government, separate confidentiality agreements duly executed by the Contractor and/or each person to whom any Confidential Information is to be disclosed by the Contractor in accordance with the Contract. The Contractor shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by the Government.
- 74.9 The Contractor further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- 74.10 If the Contractor becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Government and give the Government all reasonable assistance in connection with any action or proceedings which the Government may take or institute against any such persons.
- 74.11 The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.

74.12 The provisions of this Clause 74 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

75. Conflict of Interest

75.1 The Contractor shall during the Contract Period and for three (3) months thereafter:

- (a) ensure that it (including each and every employee of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor's duties or obligations under the Contract without the prior written approval of the Government (which approval shall not be unreasonably refused or delayed); and
- (b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Contractor or any of the Contractor's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Contractor's obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.

75.2 The Contractor shall ensure that each of its associate and associated person, each of its sub-contractors and each of their respective employees, officers and agents deployed in the performance of the Contractor's obligations hereunder and their respective associates and associated persons shall keep themselves informed and inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's obligations under this Contract.

75.3 In the Contract:

- (a) "associate" in relation to any person means:
 - (i) a relative or partner of that person; or
 - (ii) a company one or more of whose directors is in common with one or more of the directors of that person;
- (b) "associated person" in relation to another person means:
 - (i) any person who has control, directly or indirectly, over the other;
 - (ii) any person who is controlled, directly or indirectly, by the other; or
 - (iii) any person who is controlled by, or has control over, a person at (i) or (ii) above;
- (c) "control" in relation to another person means the power of a person to secure:
 - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person;

- (ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or
- (iii) by virtue of holding office as a director in that or any other person;
that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person;
- (d) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

76. Contract (Right of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

77. Non-exclusion Contract

Nothing in the Contract shall preclude the Government from procuring any Services from any other person.

78. Admission of Contractor Personnel to Government Premises

- 78.1 Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor’s employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively “Relevant Personnel”) who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.
- 78.2 The Contractor shall ensure that while any of the Relevant Personnel is on the Government’s premises they will conform to the Government’s normal codes of staff and security practice.
 - (a) The Contractor shall require all Relevant Personnel, save for those exempted, to present vaccination record of at least the first dose of COVID-19 vaccine prior to their entry into indoor government premises which are their places of work, or for work-related purposes (including for meetings and for fulfillment of duties). The number of vaccine doses required may be revised by prior written notice from the Government to the Contractor in the light of the development of COVID-19 epidemic situation.
 - (b) Exemption from the requirement to present vaccination record will be granted to (i)

those who are medically unfit for COVID-19 vaccination as supported by a valid medical certificate; and (ii) pregnant staff with prior exemption to be granted by the Government on a case-by-case basis. The exempted categories of Relevant Personnel mentioned in this Clause may be revised by prior written notice from the Government to the Contractor.

- (c) For the purpose of Clauses 78.2(a) and 78.2(b), the Contractor shall comply with the entry requirement of Government premises, implementation approaches, requirement on the vaccination record and other relevant documentations to be presented, consequence of non-compliance, maintenance and updating of the register of vaccination status, and all other necessary requirements as determined by the Government by prior written notice from the Government to the Contractor.
- (d) The Contractor shall ensure that the Relevant Personnel will have given consent to the Contractor to pass the personal data in relation to Clauses 78.2(a) and 78.2(b) above to authorised persons of the Government for the purposes of the provisions of this Clause 78 and other provisions of the Contract.

78.3 The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.

78.4 In the event that the Contractor fails to comply with this Clause 78 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 61 of the Conditions of Contract.

79. Failure to deliver Accepted Innovative Suggestions

- (a) The Contractor warrants that it shall perform the Contract in full compliance with all Accepted Innovative Suggestions. In the event that the Contractor fails to deliver any of the Accepted Innovative Suggestions, the Contractor shall, subject to Sub-clauses (b) and (c), pay to the Government a sum of money calculated according to the following formula as liquidated damages for **EACH** of such Accepted Innovative Suggestions which it fails to deliver:

$$C \times W(T) \times \frac{M(IS)}{M(TP)} \times \frac{P}{CP}$$

where C = the Estimated Contract Value

$W(T)$ = the weighting, expressed as a percentage, of the technical assessment in the overall marking scheme

$M(IS)$ = the marks that would be given to one (1) Innovative Suggestion in accordance with the marking scheme (regardless of whether marks are actually given to the relevant Accepted Innovative Suggestion that the Contractor fails to deliver)

M(TP) = the maximum technical marks for the Technical Proposal in the marking scheme

P = length of time expressed in number of days during which the Contractor fails to comply with the relevant Accepted Innovative Suggestion

CP = Contract Period expressed in number of days

The amount calculated in accordance with the above formula represents a reasonable sum proportionate to the Government's legitimate interest in the enforcement of the relevant Accepted Innovative Suggestion.

- (b) For any given point of time within the Contract Period, the number of Accepted Innovative Suggestions which the Contractor fail to deliver and upon which liquidated damages are payable under Sub-clause (a) shall not exceed the maximum number of Innovative Suggestions to which marks could be awarded to a Tenderer in the tender evaluation process.
- (c) The aggregate amount of liquidated damages payable pursuant to Sub-clause (a) may not exceed 4.5% of the Estimated Contract Value.

80. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity -

- (a) Service Specifications;
- (b) Contract Schedules;
- (c) Conditions of Contract;
- (d) Terms of Tender;
- (e) Tender Form; and
- (f) Interpretation.

SAMPLE**ACCOUNTANT'S CERTIFICATE FOR PAYMENT APPLICATION**

Financial Statement required under Contract No.: _____ in relation to
Contractor's Payment Application No.: _____ for the month of _____

I/we have examined the relevant employment agreements, payrolls, books, records, and other supporting documents. I/we deem necessary to ascertain the number and ranks of staff deployed to the Site under the above Contract by (the Contractor and/or the Sub-Contractor)

_____ and the wages paid to the staff, I/we certify that the information contained in the attached Statement of Deployment and Wages of Guards are in accordance with the said agreements, payrolls, books, records and supporting documents.

(※Accountant's Signature)

(※Accountant's Name)

(Date)

※ To be certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50).

STATEMENT OF DEPLOYMENT AND WAGES OF GUARDS

Contract No. : _____

Application No. : _____

Month / Year : _____

No. of Saturdays and Sundays in the month : _____

No. of Statutory Holidays in the month : _____

Rank	Name	Total Hours of Work (H)	Wage Received * (W)	Av. Hourly Wage (=W/H)	Remarks **
SW					
W					

SW = Senior Security Guard W = Security Guard

* Wage received refers to that before deduction of employee's contribution to Mandatory Provident Fund.

** Among other things, any non-compliance against the committed maximum average daily working hours for guards shall be stated.

(※Accountant's Signature)_____
(※Accountant's Name)_____
(Date)

※ To be certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap.50).

Standard Employment Contract
for Employees of Contractors of Government Service Contract (Note 1)
Government Service Contract No.: _____ (Note 2)

This employment contract is made between _____
("the Employer") at the address of _____
_____ and Mr/Ms* _____
(Hong Kong Identity Card No. _____) ("the Employee") at the address
of _____. The Employer and
the Employee understand and agree to observe the terms of employment set out below. Both parties
understand that this employment contract is governed by the laws of Hong Kong, in particular, the
Employment Ordinance, Chapter 57, the Employees' Compensation Ordinance, Chapter 282 and the
Minimum Wage Ordinance, Chapter 608. Both parties acknowledge that they have read the
attached Guidance Notes on Signing of Standard Employment Contract ("the Guidance Notes").

1. This employment contract shall commence on _____ (day/month/year).
(Note 3)
2. The Employee's first day of employment under his/her previous employment contract in respect
of the government service contract specified in Clause 3 below
was _____ (day/month/year). (Note 4)
3. The Employee shall be employed by the Employer as _____ (post title)
to work under the government service contract (contract no.: _____ (Note 2) ,
date of award of contract: _____ (day/month/year)). Pursuant to the
aforesaid government service contract, the new entitlements under Clauses 26 to 28 of this
employment contract **shall apply/shall not apply***. The place of work as specified in the
aforesaid government service contract is _____. If
necessary, the Employer shall be allowed to deploy the Employee to work
within _____ region (Note 5) under an urgent
situation or on an ad hoc and limited basis in the course of this employment contract. (Note 6)
4. (a) The Employee shall work _____ days a week, and his/her daily working hours shall
be: (Note 7)
☐ _____ a.m./p.m.* to _____ a.m./p.m.* and _____ a.m./p.m.* to _____ a.m./p.m.*
☐ on shift
_____ a.m./p.m.* to _____ a.m./p.m.* and _____ a.m./p.m.* to _____ a.m./p.m.*;
_____ a.m./p.m.* to _____ a.m./p.m.* and _____ a.m./p.m.* to _____ a.m./p.m.*; or

_____a.m./p.m.* to _____a.m./p.m.* and _____a.m./p.m.* to _____a.m./p.m.*

- (b) The meal time of the Employee shall be from _____a.m./p.m.* to _____a.m./p.m.* / _____hour(s)/minutes* per day and is (Note 8):

- ☐ counted as hours worked and its pay has been included in the monthly wages payable under 7(a). (Note 9)
- ☐ not counted as hours worked and shall be paid at the rate of HK\$ _____ per day on top of the monthly wages payable under Clause 7(a).
- ☐ not counted as hours worked and no payment will be made in this respect.

Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above working hours, provided that such adjustment should be on an ad hoc basis and it should not affect the original number of working hours in a day of the Employee.

5. The Employee is entitled to 1 paid rest day in every period of 7 days. The paid rest day for the Employee shall be on every _____ / granted on an irregular basis* (in which case the Employer must inform the Employee in writing of the appointed paid rest days, or exhibit the Employee's roster of paid rest days in a conspicuous place in the place of employment, before the beginning of each month). The rest day pay of the Employee shall be a sum equivalent to the pay for the Employee's work on a normal working day (excluding overtime pay).

6. Contractual day-off other than paid rest days as specified in Clause 5 shall be (if applicable):
- ☐ paid at the rate of HK\$ _____ per day/a sum equivalent to the pay for the Employee's work on a normal working day* on top of the monthly wages payable under Clause 7(a).
- ☐ unpaid.

7. If the Employee works in accordance with the working hours as specified in Clause 4(a) of this employment contract, he/she shall receive:

- (a) ☐ monthly wages (excluding any overtime pay) of HK\$ _____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 5. (Note 9)

Irrespective of the number of days in a particular month, the Employee shall be paid monthly wages equivalent to the wages specified in this employment contract. The Employee's deductions for absence from work shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month.

- ☐ wages for working in each workplace calculated pro-rata according to the monthly wages specified in the Tables under Clause 2 of the Schedule if he/she is employed to work for the Employer under different government service contracts undertaken by the Employer in the same region. (The Schedule to this employment contract must also be completed.)

Any allowance shall be paid on top of the above wages.

- (b) the overtime pay and pay for work on rest day/contractual day-off shall be _____% (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in Clause 4(a) of this employment contract or on a rest day/contractual day-off. (Note 10)

- (c) the pay for meal time if the periods of meal time as specified in Clause 4(b) are not counted as hours worked and are payable.
 - (d) the pay for contractual day-off, if any, as specified in Clause 6.
 - (e) the pay for working under typhoon signal no. 8 or above, if any, as specified in Clause 27 below or Clause 5 of the Schedule.
 - (f) additional remuneration, if any, in accordance with the Minimum Wage Ordinance. (Note 11)
 - (g) any other sums payable to the Employee under the provisions of this employment contract or the laws of Hong Kong.
8. The wage period shall be one month. Wages (including overtime pay and other sums payable under Clause 7, if any) shall be paid in any case not later than 7 days after the expiry of the wage period. Similarly, wages and any sum due to the Employee (including the gratuity under Clause 28 and any other sums due in respect of this employment contract, if any) must be paid not later than 7 days after the expiry or termination of this employment contract. If the Employee is employed by the Employer to work for more than one Post (as defined in the Schedule) and a gratuity is payable to the Employee under Clause 6 of the Schedule upon the expiry or termination of the Post that he/she has worked, the gratuity shall be paid not later than 7 days after the expiry or termination of the relevant Post.
 9. The Employer and the Employee agree that all wages (including overtime pay and other sums payable under Clause 7 but excluding the gratuity and any sum payable upon expiry or termination of this employment contract or a Post) shall be paid directly by way of automatic payment into a bank account in the Employee's name with a bank licensed under the Banking Ordinance, Chapter 155. The Employer shall also provide a wage record (pay slip) setting out the breakdown of wages for each wage period to the Employee for reference. If the Employee agrees, the Employer may pay the gratuity (if any) and any sum payable upon expiry or termination of this employment contract or a Post (including wages) by cheque not later than 7 days after the expiry or termination of this employment contract or the Post.
 10. No deductions shall be made by the Employer from the wages of the Employee other than permitted deductions made in accordance with the Employment Ordinance and the Employee's contribution in accordance with the Mandatory Provident Fund Schemes Ordinance, Chapter 485, and the sum to be deducted shall not exceed the limit stipulated therein. Subject to the provisions of the law, any operating and/or administrative costs due to wear and tear of fixed assets and equipment including expenses on uniforms (clothing, shoes, socks, etc.), training fees, administrative costs, cleaning fees, tool charges, travelling expenses, deposits, etc, and any sum and/or deductions imposed on the Employer by the procuring department pursuant to the terms of the relevant government service contract shall be borne by the Employer and not be charged to the Employee or recovered by deductions from the Employee's wages.
 11. The Employee shall be entitled to statutory rights and benefits and the relevant protection such as rest days, statutory holidays, paid annual leave, maternity leave, paternity leave and sickness allowance in accordance with the Employment Ordinance.
 12. The Employer shall arrange the Employee to take rest days, statutory holidays and paid annual leave on separate dates in accordance with the Employment Ordinance. These holidays must

not be substituted by each other.

13. The Employer shall comply with the provisions of the Employees' Compensation Ordinance. The Employee shall be entitled to the rights, benefits and protection provided under the Employees' Compensation Ordinance.
14. The Employer shall comply with the provisions on safety and health under the Occupational Safety and Health Ordinance, Chapter 509 and the Factories and Industrial Undertakings Ordinance, Chapter 59.
15. The Employee is/is not* required to obtain a security personnel permit according to the requirements of the Security and Guarding Services Ordinance, Chapter 460. (Note 12)
16. The Employer shall arrange the Employee to enrol as a member of a mandatory provident fund scheme and pay the contribution to the relevant registered scheme each month in accordance with the Mandatory Provident Fund Schemes Ordinance. The Employer shall issue to the Employee a record of mandatory provident fund contribution within 7 working days after each monthly contribution.
17. When typhoon signal no. 8 or above is hoisted,
 - ☐ the Employee is not required to work and no wages shall be deducted. The Employee is required to resume duty if typhoon signal no. 8 is lowered not less than _____ hours before close of working hours.
 - ☐ the Employee is required to work and is entitled to reimbursement of extra travelling expenses.
 - ☐ the Employee is required to work and is entitled to a typhoon allowance of HK\$_____.

For the avoidance of doubt, the benefits conferred under this Clause are in addition to the pay for working under typhoon signal no. 8 or above (if applicable) as specified in Clause 27 below or Clause 5 of the Schedule.

18. When black rainstorm warning is hoisted,
 - ☐ the Employee is not required to work and no wages shall be deducted. The Employee is required to resume duty if the black rainstorm warning is lowered not less than _____ hours before close of working hours.
 - ☐ the Employee is required to work and is entitled to reimbursement of extra travelling expenses.
 - ☐ the Employee is required to work and is entitled to a rainstorm allowance of HK\$_____.
- 18A. When "extreme conditions" as announced by the Government before typhoon signal no. 8 is replaced with typhoon signal no. 3 are in force (Note 16):
 - ☐ the Employee is not required to work and no wages shall be deducted. The Employee is required to resume duty if the "extreme conditions" are cancelled not less than _____ hours before close of working hours.
 - ☐ the Employee is required to work and is entitled to reimbursement of extra travelling expenses.

- ☐ the Employee is required to work and is entitled to an “extreme conditions” allowance of HK\$ _____. The Employee **is / is not** * entitled to this “extreme conditions” allowance if he/she has been paid typhoon allowance as specified in Clause 17.

19*. The probation period of the Employee shall be _____ day(s)/month(s) *. (Note 13)

20. Either party may terminate this employment contract under the following circumstances (Note 13):

- ☐ During the first month of the probation period, both parties are not required to give notice or payment in lieu of notice. During the rest of the probation period, a notice period of _____ day(s)/month(s) * or payment in lieu of notice is required.

After the probation period, a notice period of _____ day(s)/month(s) * or payment in lieu of notice is required.

- ☐ There is no probation period, a notice period of _____ day(s)/month(s) * or payment in lieu of notice is required.

21. Should there be any legislative amendment to the relevant legislation subsequent to the signing of this employment contract which in effect confers more favourable terms on the Employee than what he/she is entitled to under this employment contract, the provision of the legislation shall prevail and the employment contract shall be taken to be varied accordingly. Should the rights and benefits conferred on the Employee after the legislative amendment be still less favourable than the terms of this employment contract, the terms of this employment contract shall prevail.

22. The Employer shall provide a copy of this employment contract signed by both parties (including the Schedule to this employment contract, if any, and the attached Guidance Notes on Signing of Standard Employment Contract) to the Employee for his/her retention.

23. Any variation, amendment, cancellation or addition to any terms of this employment contract (including the Schedule) must not extinguish or reduce any right, benefit or protection conferred upon the Employee by this employment contract, and must be duly signed by both parties, otherwise it shall be void. The Employer shall provide a copy of the amendments duly signed by both parties to the Employee for retention.

24. The Employee consents to the Employer providing his/her wage records, attendance records and other relevant information to _____ [name(s) of procuring department(s)] (Note 14) for the purpose of monitoring the Employer’s fulfillment of employment-related obligations under the government service contract(s).

25. The Employee consents to the Employer providing copies of this signed employment contract together with the amendments, if any, to _____ [name(s) of procuring department(s)] (Note 14) for record and for the purpose of monitoring the Employer’s compliance with the government service contract(s). The Employee also consents to the procuring department(s) providing copies of this signed employment contract together with any amendments, and any other relevant information to other government departments and enforcement agencies for the purpose of monitoring the Employer’s compliance with the relevant legislation.

Clauses 26 to 28 below are applicable with effect from 1 April 2019 provided that the government service contract under which the Employee is engaged stipulates that such new entitlements shall apply. If the Employee is employed by the Employer to work for more than one Post under this employment contract, details of such new entitlements are set out in Clauses 4 to 6 of the Schedule.

26. (a) The Employee is entitled to the holiday pay provided that the Employee has been employed by the Employer under a continuous contract as defined in the Employment Ordinance (“continuous contract”) in respect of the government service contract specified in Clause 3 above for not less than one month (including, for the avoidance of doubt, any period of employment immediately prior to the commencement date of this employment contract) immediately preceding a statutory holiday. Holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance and shall be paid to the Employee not later than the day on which he/she is next paid his/her wages after that statutory holiday. For the avoidance of doubt, this Clause 26 shall not prejudice the Employee’s entitlements to holiday pay under the Employment Ordinance.
- (b) If the Employee is employed by the Employer to work for more than one Post, details of the holiday pay payable is set out in Clause 4 of the Schedule.
27. (a) If typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift in which the Employee has worked, the pay for that day/shift shall be _____ % (the entered figure must not be less than 150) of the Employee’s original pay for the hours worked in that day/shift. The Employee’s original pay for the hours worked in that day/shift shall include the pay for all the hours worked in that day/shift calculated on a pro-rata basis according to the Employee’s monthly wages, the overtime pay at the specified percentage under Clause 7(b) (if applicable), and any sum for the meal time payable under Clause 4(b) (if applicable).
- (b) If the Employee is employed by the Employer to work for more than one Post, details of the pay that he/she is entitled to when working under typhoon signal no. 8 or above is set out in Clause 5 of the Schedule.
28. (a) The Employer shall pay a gratuity to the Employee upon the expiry or termination of this employment contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Note 15), provided that the Employee has been employed by the Employer under a continuous contract in respect of the government service contract specified in Clause 3 above for a period of not less than 12 months immediately before its expiry or termination. For the avoidance of doubt, any period of employment in respect of the government service contract immediately prior to the commencement date of this employment contract shall be taken into account.
- (b) If the Employee is entitled to the gratuity in Clause 28(a) above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Employee during the period for which the gratuity is payable. The period for which the gratuity is payable is a continuous period of time immediately before the expiry or termination of the employment contract during which the Employee has been employed by the Employer under a continuous contract in respect of the government service contract, but in any case the commencement date of such period shall not be earlier than 1 April 2019.

- (c) The gratuity is a sum of money payable to the Employee based on his/her length of service. If any severance payment or long service payment is payable to the Employee under the Employment Ordinance, the Employer shall pay the gratuity prior to the payment of the severance payment or long service payment (as the case may be), and may, pursuant to the Employment Ordinance, reduce any severance payment or long service payment payable to the Employee under the Employment Ordinance by the amount of gratuity paid to the Employee to the extent that the gratuity is attributable to the same period of service for which the severance payment or long service payment is payable. The Employer may only reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the Employee by the remainder of severance payment or long service payment payable to the Employee.
- (d) If the Employee is employed by the Employer to work for more than one Post, details of the gratuity payable is set out in Clause 6 of the Schedule.

Signature of Employee

**Signature of Employer or Employer's
representative**

Name: _____

HK Identity Card No.: _____

Date: _____

Name: _____

Post: _____

Date: _____

Company Chop

* Delete whichever is inapplicable

☐ Please mark a "✓" at the appropriate box

Notes:

- Note 1: In accordance with the relevant mandatory requirements specified in government service contracts, government service contractors are required to enter into this Standard Employment Contract with each and every employee who is employed to work under government service contracts for more than 7 days in posts which signing of Standard Employment Contract is specified in the relevant government service contracts.
- Note 2: If the Employee is employed by the Employer to work under more than one government service contract undertaken by the Employer in the same region, the parties must also complete the Schedule but are not required to fill in the government service contract no., Clause 2, Clause 3, Clause 4, Clause 7(b) and Clause 27(a) of this employment contract.
- Note 3: (i) If the Employee was being employed by the Employer under the government service contract specified in Clause 3 or under any Post as defined in the Schedule immediately prior to the signing of this employment contract and this employment contract is signed as a result of the

Employee's entitlements under Clauses 26 to 28, this date refers to the effective date of the new terms and conditions of employment.

- (ii) In other situations, this date refers to the commencement date of the employment and it is not necessary to fill in Clause 2.

Note 4: (i) If the Employee was being employed by the Employer under the government service contract specified in Clause 3 immediately prior to the signing of this employment contract and this employment contract is signed as a result of the Employee's entitlements under Clauses 26 to 28, this Clause must be filled in and the date to be filled-in should be the first day of employment under his/her previous employment contract in respect of the government service contract specified in Clause 3. The continuity of employment with the Employer shall not be treated as broken.

- (ii) In other situations, it is not necessary to fill in this Clause.

Note 5: "Region" refers to an area delineated under the Declaration of Geographical Constituencies (Legislative Council) Order 2011, with the exception of Islands District which is separated from New Territories West. As such, there are 6 relevant regions, namely, Hong Kong Island, Kowloon West, Kowloon East, New Territories West, New Territories East and Islands District. The parties shall state one region only in accordance with the area of the place of work specified in Clause 3.

Note 6: Clause 3 of this employment contract only provides for deployment of the Employee to work within the region specified in Clause 3 of this employment contract under an urgent situation or on an ad hoc and limited basis in the course of this employment contract and is not applicable to any redeployment of the Employee to other posts or work places as a result of the termination of this employment contract or expiry of the government service contract specified in Clause 3 of this employment contract, which shall be subject to the mutual agreement between the Employer and the Employee and relevant provisions of the Employment Ordinance.

Note 7: The Employer has committed in the relevant government service contract that the Employee's maximum number of working hours in a day shall be _____ hours.

Note 8: If the Employee's meal time falls under the definition of "hours worked" in the Minimum Wage Ordinance (including the Employee being in attendance at a place of employment in accordance with the contract of employment or with the agreement or at the direction of the Employer, irrespective of whether the Employee is provided with work or not), or where the meal time is regarded as hours worked in this employment contract or pursuant to any agreement with the Employer, such time must be taken into account in computing the minimum wage.

Note 9: (i) The wage rate of the monthly wages specified in Clause 7(a) of this employment contract shall not be less than the wage rate of the monthly wages committed by the Employer in the relevant government service contract or with reference to paragraph 2 of the Guidance Notes any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract.

- (ii) The wage rate of the monthly wages specified in Clause 7(a) of this employment contract shall be calculated based on the maximum number of _____ normal working days plus paid rest days per month and the average number of _____ normal hours of work per day. If the period of meal time as specified in Clause 4(b) of this employment contract is counted as hours worked, such period shall be included in the above average number of normal hours of work per day for derivation of the monthly wages.

- (iii) The wage rate of the monthly wages of HK\$ _____ committed by the Employer in the relevant government service contract is calculated on the basis of 31 days (27 normal working days plus 4 paid rest days) per month and the average number of _____ normal hours of work per day. For the avoidance of doubt, the Employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 5 of this employment contract.

Note 10: The wage rates of overtime pay and pay for work on rest day/contractual day-off specified in Clause 7(b) of this employment contract shall not be less than 100% of the wage rates calculated using the monthly wages specified in Clause 7(a) of this employment contract and the number of normal

working days plus paid rest days in the month and the average number of normal hours of work per day specified in Note 9(ii).

- Note 11: Under the Minimum Wage Ordinance, the minimum wage for an employee for a wage period is the amount derived by multiplying the total number of hours (including any part of an hour) worked by the employee in the wage period by the minimum hourly wage rate for the employee provided by the Ordinance. A payment made to an employee in any wage period for any time that is not hours worked by the employee must not be counted as part of the wages payable in respect of that or any other wage period. If the wages payable to an employee in respect of any wage period are less than the minimum wage for the employee for that period, the employee is entitled to additional remuneration in respect of that period of the amount derived by subtracting from that minimum wage the amount of wages that is payable in respect of that period.
- Note 12: All employees employed to perform security work are required to obtain a permit in accordance with the Security and Guarding Services Ordinance.
- Note 13: (i) If the Employee was being employed by the Employer under the government service contract specified in Clause 3 or under any Post in the Schedule immediately prior to the signing of this employment contract and this employment contract is signed as a result of the Employee's entitlements under Clauses 26 to 28, the probation period (if any) shall count from the Employee's first day of employment in Clause 2 or the earliest first day of work of all Posts in the Schedule, as appropriate.
(ii) In other situations, the probation period (if any) shall count from the commencement date of the employment in Clause 1.
- Note 14: If the Employee is employed by the Employer to work under more than one government service contract in the same region, the names of all relevant procuring departments have to be filled in Clause 24 and Clause 25 of this employment contract.
- Note 15: Under section 9 of the Employment Ordinance, an employer may summarily dismiss an employee without notice or payment in lieu of notice: (i) if the employee, in relation to his/her employment, (a) wilfully disobeys a lawful and reasonable order; (b) misconducts himself/herself, such conduct being inconsistent with the due and faithful discharge of his/her duties; (c) is guilty of fraud or dishonesty; or (d) is habitually neglectful in his/her duties; or (ii) on any other ground on which he/she would be entitled to terminate the contract without notice at common law.
- Note 16: Under "extreme conditions" caused by typhoon, such as serious disruption of public transport services, extensive flooding, major landslides or large-scale power outage, the Government will review the situation and decide whether to issue "extreme conditions" announcement before typhoon signal no. 8 is replaced with typhoon signal no. 3. Upon the announcement of "extreme conditions", apart from employees who have an agreement with their employers to be on duty when the "extreme conditions" are in force, other employees are advised to stay in the place they are currently in or safe places for 2 hours after cancellation of typhoon signal no. 8. When "extreme conditions" are in force, the Government will review the situation and consider whether to extend "extreme conditions". Once "extreme conditions" are cancelled, employees should follow the work arrangements they have agreed with employers and resume work. "Extreme conditions" are applicable territory-wide.

Standard Employment Contract for Employees of Contractors of Government Service Contracts Schedule

(If the Employee is employed by the Employer to work under more than one government service contract in the same region (Note 16), this Schedule should also be completed. Clause 2, Clause 3, Clause 4, Clause 7(b) and Clause 27(a) of the Standard Employment Contract are not applicable and shall be left blank.)

1. The Employee shall be employed by the Employer for the posts in more than one government service contract with details stated in the Table(s) below (collectively “the Posts”). If necessary, the Employer shall be allowed to deploy the Employee to work within _____ region (Note 16) under an urgent situation or on an ad hoc and limited basis in the course of this employment contract. (Note 17)
2. The Employee shall work _____ days a week. The daily working hours shall accord with that specified in the relevant government service contracts awarded to the Employer. Information on relevant government service contracts is listed in the Table(s) below. The actual monthly wages to be received by the Employee shall be calculated in accordance with the monthly wages listed in the following Tables in respect of different government service contracts under which the Employee has worked during a particular month and on the basis of the number of normal working days plus paid rest days in that particular month (if the number of government service contracts is more than two, please continue to list out after Table (2)):

Table (1)	(a)	Government service contract no.		Procuring department	
		Employee's first day of work for this government service contract (Note 18)	____/____/____ (day/month/year)	Date of award of this government service contract	____/____/____ (day/month/year)
	Pursuant to this government service contract, the new entitlements under Clauses 26 to 28 of the Standard Employment Contract shall apply/shall not apply* .				
		Post title		Place of work	
		Number of working hours in a day		Maximum number of working hours in a day	
	(b)	Daily working hours	<input type="checkbox"/> ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.* <input type="checkbox"/> on shift ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*; ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*; or ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.* The meal time of the Employee shall be from ____ a.m./p.m.* to ____ a.m./p.m.* / hour(s)/minutes* per day and is (Note 19): <input type="checkbox"/> counted as hours worked and its pay has been included in the monthly wages payable under item (c) of this Table. (Note 20) <input type="checkbox"/> not counted as hours worked and shall be paid at the rate of HK\$ ____ per day on top of the monthly wages payable under item (c) of this Table. <input type="checkbox"/> not counted as hours worked and no payment will be made in this respect. Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above daily working hours, provided that such adjustment shall be on an ad hoc basis and it shall not affect the original number of working hours in a day of the Employee.		

	(c) If the Employee works in accordance with the working hours as specified in item (b) of this Table and works _____ days a week, he/she shall receive monthly wages (excluding any overtime pay) of HK\$ _____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 5 of the Standard Employment Contract. (Note 20)
	(d) The wage rate for overtime pay and pay for work on rest day/contractual day-off shall be ____ % (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in item (b) of this Table or on a rest day/contractual day-off. (Note 21)

Table (2)	(a)	Government service contract no.		Procuring department	
		Employee's first day of work for this government service contract (Note 18)	____/____/____ (day/month/year)	Date of award of this government service contract	____/____/____ (day/month/year)
		Pursuant to this government service contract, the new entitlements under Clauses 26 to 28 of the Standard Employment Contract <u>shall apply/shall not apply*</u> .			
		Post title		Place of work	
		Number of working hours in a day		Maximum number of working hours in a day	
	(b)	Daily working hours	<div><input type="checkbox"/> ____a.m./p.m.* to ____a.m./p.m.* and ____a.m./p.m.* to ____a.m./p.m.*</div> <div><input type="checkbox"/> on shift</div> <div>____a.m./p.m.* to ____a.m./p.m.* and ____a.m./p.m.* to ____a.m./p.m.* ;</div> <div>____a.m./p.m.* to ____a.m./p.m.* and ____a.m./p.m.* to ____a.m./p.m.* ; or</div> <div>____a.m./p.m.* to ____a.m./p.m.* and ____a.m./p.m.* to ____a.m./p.m.*</div> <div>The meal time of the Employee shall be from ____a.m./p.m.* to ____a.m./p.m.* / hour(s)/minutes* per day and is (Note 19):</div> <div><input type="checkbox"/> counted as hours worked and its pay has been included in the monthly wages payable under item (c) of this Table. (Note 20)</div> <div><input type="checkbox"/> not counted as hours worked and shall be paid at the rate of HK\$ ____ per day on top of the monthly wages payable under item (c) of this Table.</div> <div><input type="checkbox"/> not counted as hours worked and no payment will be made in this respect.</div> <div>Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above daily working hours, provided that such adjustment shall be on an ad hoc basis and it shall not affect the original number of working hours in a day of the Employee.</div>		
	(c)	If the Employee works in accordance with the working hours as specified in item (b) of this Table and works _____ days a week, he/she shall receive monthly wages (excluding any overtime pay) of HK\$ _____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 5 of the Standard Employment Contract. (Note 20)			
(d)	The wage rate for overtime pay and pay for work on rest day/contractual day-off shall be ____ % (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in item (b) of this Table or on a rest day/contractual day-off. (Note 21)				

3. If the Employee works under different government service contracts awarded to the Employer:

- ☐ (a) The statutory benefits of the Employee including holiday pay, annual leave pay and sickness allowance shall be calculated in accordance with the Employment Ordinance.

If it is not possible to ascertain the amount of holiday pay, annual leave pay, sickness allowance and other statutory benefits to which the Employee is entitled, the sum shall be calculated in

accordance with the highest monthly wages among those listed in the Tables under Clause 2 of this Schedule.

- (b) The rest day pay of the Employee shall be the average daily wages of the Employee for work on a normal working day (excluding overtime pay) in the month. The Employer shall pay the Employee such rest day pay not later than the day on which the Employee is next paid his/her wages after the rest day.
- (c) If the Employee is not provided with any work for a period, the Employee shall still receive wages equivalent to the wages which he/she would have earned if he/she had worked for that period during which work is not provided.

If it is not possible to ascertain the wages which the Employee would have earned for the period during which work is not provided, the sum shall be calculated in accordance with the highest monthly wages among those listed in the Tables under Clause 2 of this Schedule.

- ☐ The Employer and the Employee may choose an amount calculated at a wage rate no less than the highest wage rate of the monthly wages among those listed in the Tables under Clause 2 of this Schedule for calculating the monthly wages of the Employee. If this is the case, the Employee shall work in accordance with the number of working days as specified in Clause 2 of this Schedule and the working hours as specified in the relevant government service contracts, and he/she shall receive monthly wages (excluding any overtime pay) of HK\$ _____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 5 of the Standard Employment Contract. The overtime pay and pay for work on rest day/contractual day-off shall be _____% (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the daily working hours in respect of the relevant government service contract as specified in the Tables under Clause 2 of this Schedule or on a rest day/contractual day-off. (Note 22)

Clauses 4 to 6 below are applicable with effect from 1 April 2019 provided that the government service contract under which the Employee is engaged stipulates that the new entitlements under Clauses 26 to 28 of the Standard Employment Contract shall apply. For the avoidance of doubt, if the Employee is engaged to work for more than one Post, the new entitlements under Clauses 4 to 6 below shall only be applicable to the Post(s) in relation to which the relevant government service contract(s) stipulate(s) that such new entitlements apply.

- 4. If the Employee is employed by the Employer to work for more than one Post in this employment contract, the Employee is entitled to the holiday pay provided that the Employee has been employed for not less than one month immediately preceding a statutory holiday under a continuous contract taking into account all the Posts as a whole. For the avoidance of doubt, a period of employment in respect of any of the Posts immediately prior to the commencement date of this employment contracts shall count. Holiday pay shall be calculated according to the relevant provisions under the Employment Ordinance and shall be paid to the Employee not later than the day on which he/she is next paid his/her wages after that statutory holiday. For the avoidance of doubt, this Clause 4 shall not prejudice the Employee's entitlements to holiday pay under the Employment Ordinance.
- 5. If the Employee is employed by the Employer to work for more than one Post in this employment contract and typhoon signal no. 8 or above is hoisted anytime (regardless of the duration) during the working hours of a day or a shift of the Post in which the Employee has worked, the pay for that day/shift of the relevant Post shall be _____ % (the entered figure must not be less than 150) of the Employee's original pay of the relevant Post for the hours worked in that day/shift. The Employee's

original pay of the relevant Post for the hours worked in that day/shift shall include the pay of the relevant Post for all the hours worked in that day/shift calculated on a pro-rata basis according to the Employee's monthly wages, the overtime pay at the specified percentage under Clause 2 or Clause 3 of this Schedule (if applicable), and any sum for the meal time payable under Clause 2 of this Schedule (if applicable).

6. (a) The Employer shall pay a gratuity to the Employee upon the expiry or termination of a Post for reason(s) other than in accordance with section 9 of the Employment Ordinance (Note 23), provided that:
- (i) the Employee has been employed by the Employer in that Post for a period of not less than 12 months immediately before its expiry or termination; and
 - (ii) he/she has been employed by the Employer under a continuous contract (taking into account all the Posts as a whole) for a period of not less than 12 months immediately before the expiry or termination of that Post.

For the avoidance of doubt, in determining whether sub-clause (i) or sub-clause (ii) is satisfied, a period of employment in respect of that Post or in respect of any of the Posts immediately prior to the commencement date of this employment contract shall respectively count.

- (b) If the Employee is entitled to the gratuity for a Post in Clause 6(a) above, the amount of gratuity shall be a sum equivalent to 6% of the total wages in relation to that Post earned by the Employee during the period for which the gratuity is payable. The period for which the gratuity is payable is a continuous period of time immediately before the expiry or termination of the Post during which the Employee has been employed by the Employer under a continuous contract taking into account all the Posts as a whole, but in any case the commencement date of such period shall not be earlier than 1 April 2019.
- (c) The gratuity is a sum of money payable to the Employee based on his/her length of service. If any severance payment or long service payment is payable to the Employee under the Employment Ordinance, the Employer shall pay the gratuity prior to the payment of the severance payment or long service payment (as the case may be), and may, pursuant to the Employment Ordinance, reduce any severance payment or long service payment payable to the Employee under the Employment Ordinance by the amount of gratuity paid to the Employee to the extent that the gratuity is attributable to the same period of service for which the severance payment or long service payment is payable. The Employer may only reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the Employee by the remainder of severance payment or long service payment payable to the Employee.

Signature of Employee**Signature of Employer or Employer's
representative**_____
Name:_____
Name:_____
HK Identity Card No.:_____
Post:_____
Date:_____
Date:_____
Company Chop

* Delete whichever is inapplicable

☐ Please mark a “✓” at the appropriate box

Notes:

Note 16: “Region” refers to an area delineated under the Declaration of Geographical Constituencies (Legislative Council) Order 2011, with the exception of Islands District which is separated from New Territories West. As such, there are 6 relevant regions, namely, Hong Kong Island, Kowloon West, Kowloon East, New Territories West, New Territories East and Islands District. The parties shall state one region only in accordance with the area of the place of work specified in Clause 1 of this Schedule.

Note 17: Clause 1 of this Schedule only provides for deployment of the Employee to work within the region specified in Clause 1 of this Schedule under an urgent situation or on an ad hoc and limited basis in the course of this employment contract and is not applicable to any redeployment of the Employee to other posts or work places as a result of the termination of this employment contract or expiry of the government service contracts specified in the Table(s) in Clause 2 of this Schedule, which shall be subject to the mutual agreement between the Employer and the Employee and relevant provisions of the Employment Ordinance.

Note 18: If the Employee was being employed by the Employer under a Post immediately prior to the signing of this employment contract and this employment contract is signed as a result of the Employee's entitlements under Clauses 26 to 28, the date to be filled-in should be the first day of work for the government service contract under his/her previous employment contract. The continuity of employment in the Posts shall not be treated as broken.

Note 19: If the Employee's meal time falls under the definition of “hours worked” in the Minimum Wage Ordinance (including the Employee being in attendance at a place of employment in accordance with the contract of employment or with the agreement or at the direction of the Employer, irrespective of whether the Employee is provided with work or not), or where the meal time is regarded as hours worked in this employment contract or pursuant to any agreement with the Employer, such time must be taken into account in computing the minimum wage.

- Note 20: (i) The wage rates of the monthly wages listed in the Tables under Clause 2 of this Schedule shall not be less than the wage rates of the monthly wages committed by the Employer in the relevant government service contracts or with reference to paragraph 2 of the Guidance Notes any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract.
- (ii) The wage rates of the monthly wages listed in the Tables under Clause 2 of this Schedule are calculated based on the following maximum number of normal working days plus paid rest days per month and average number of normal hours of work per day. If the periods of meal time as specified in the Tables under Clause 2 of this Schedule are counted as hours worked, such periods shall be included in the average number of normal hours of work per day for derivation of the monthly wages.

	<u>Table (1)</u>	<u>Table (2)</u>
Maximum number of normal working days plus paid rest days per month	days	days
Average number of normal hours of work per day	hours	hours

- (iii) The wage rates of the monthly wages committed by the Employer in the relevant government service contracts specified in the Tables under Clause 2 of this Schedule are calculated on the basis of 31 days (27 normal working days plus 4 paid rest days) per month and the following average number of normal hours of work per day:

	<u>Table (1)</u>	<u>Table (2)</u>
Monthly wages committed in government service contract	HK\$	HK\$
Average number of normal hours of work per day	hours	hours

For the avoidance of doubt, the Employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 5 of the Standard Employment Contract.

- Note 21: The wage rates of overtime pay and pay for work on rest day/contractual day-off specified in the Tables under Clause 2 of this Schedule shall not be less than 100% of the wage rates calculated using the monthly wages specified in item (c) of the Tables under Clause 2 of this Schedule and the relevant number of normal working days plus paid rest days in the month and the average number of normal hours of work per day as specified in Note 20(ii).
- Note 22: The wage rates of overtime pay and pay for work on rest day/contractual day-off shall not be less than 100% of the wage rates calculated based on the chosen monthly wages specified in the second box of Clause 3 of this Schedule, the number of normal working days plus paid rest days in the month and the average number of normal hours of work per day.
- Note 23: Under section 9 of the Employment Ordinance, an employer may summarily dismiss an employee without notice or payment in lieu of notice: (i) if the employee, in relation to his/her employment, (a) wilfully disobeys a lawful and reasonable order; (b) misconducts himself/herself, such conduct being inconsistent with the due and faithful discharge of his/her duties; (c) is guilty of fraud or dishonesty; or (d) is habitually neglectful in his/her duties; or (b) on any other ground on which he/she would be entitled to terminate the contract without notice at common law.

Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts

The Guidance Notes explain the points to note when filling in the SEC and the Schedule. Before signing the SEC, the employer and the employee should read the contents of the SEC and these Guidance Notes thoroughly to ensure that both parties understand all the contents. The employer and the employee should refer to the Employment Ordinance (Cap. 57) for statutory provisions on employees' rights and benefits. Please note that the Employment Ordinance only lays down the minimum requirements of employment terms. Employers and employees may enter into employment terms more favourable than those provided in the Employment Ordinance. They may also refer to the booklet "A Concise Guide to the Employment Ordinance" published by the Labour Department for reference.

Points to note when filling in the SEC and the Schedule

2. The monthly wages committed by the employer in the government service contract shall not be less than the amount derived by multiplying the maximum number of normal working days plus paid rest days per month (i.e. 27 normal working days plus 4 paid rest days) and the average number of normal hours of work per day of the employee by the prescribed minimum hourly wage rate under the Minimum Wage Ordinance ("statutory minimum wage plus rest day pay rate"). Besides, the employee's wages shall not be less than any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract. Please refer to Schedule 3 of the Minimum Wage Ordinance for details of the prescribed minimum hourly wage rate. For the avoidance of doubt, the employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 5 of the SEC.

3. The employer and the employee can make reference to the examples listed in the last part of these Guidance Notes in determining the employee's monthly wages, adjusting the employee's monthly wages upon revision of the statutory minimum wage rate and calculating deductions for absence from work, overtime pay, pay for work on rest day/contractual day-off/under typhoon signal no. 8 or above, gratuity and statutory benefits.

4. If the employee is employed to work under a single government service contract, Clause 2 (where applicable), Clause 3, Clause 4, Clause 7(b) and Clause 27(a) of the SEC on the first day of employment, workplace, working hours as well as the wage rates of overtime pay and pay for work on rest day/contractual day-off/under typhoon signal no. 8 or above, have to be filled in. It is not necessary to fill in the Schedule. However, if the employee is employed by the employer to work under more than one government service contract in the same region, then the parties have to complete the Schedule, but not Clause 2, Clause 3, Clause 4, Clause 7(b) and Clause 27(a) of the SEC. The completed Schedule is an integral part of the SEC.

5. When filling in Clause 4 of the SEC on the working hours of the employee, the employer should also fill in Note 7 regarding the employee's maximum number of working hours in a day. This maximum number of working hours in a day must be the same as that specified in the relevant government service contract.

6. When filling in the monthly wages of the employee in Clause 7(a) of the SEC, the wage rate of the monthly wages shall not be less than the wage rate of the monthly wages committed by the employer in the relevant government service contract or with reference to paragraph 2 above any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Besides, the employer should also fill in Note 9(ii) regarding the information on the maximum number of normal working days plus paid rest days per month and the average number of normal hours of work per day of the employee which form the basis for working out the monthly wages specified in Clause 7(a) of the SEC, and in Note 9(iii) the information on the monthly wages committed by the employer

in the relevant government service contract (such information must be the same as that specified in the relevant government service contract). When filling in Note 9(ii), the employer should derive the maximum number of normal working days plus a paid rest day for every 7 days in a month of 31 days as follows: (number of normal working days per week + 1 paid rest day) x 4 (weeks) + maximum number of working days/paid rest day for the remaining week. The maximum number of working days/paid rest day for the remaining week shall be equal to the number of normal working days per week of the employee + 1 paid rest day or 3 days, whichever is lower. (Please refer to Examples 1 and 2.)

7. When filling in the monthly wages, if the employee is employed to work under more than one government service contract in the same region, please mark a “✓” at the second box of Clause 7(a) of the SEC and fill in information such as the relevant government service contract numbers, places of work, working hours and monthly wages in the Schedule. The monthly wages of the employee should be derived with reference to paragraph 6 above. If the employee works under different government service contracts, the actual monthly wages to be received by the employee shall be calculated in accordance with the monthly wages specified in the Tables under Clause 2 of the Schedule in respect of different government service contracts under which he/she has worked on the basis of the number of normal working days plus paid rest days in a particular month. If, in the future, there is a change in the number of government service contracts (including those pursuant to which the new entitlements under Clauses 26 to 28 of the SEC shall apply) listed in the Schedule, the employer should comply with Clause 23 of the SEC and amend the Schedule.

8. To avoid confusion, the “monthly wages” under SEC do not include any overtime pay and allowances. Except for deductions of wages made in accordance with the Employment Ordinance and the Mandatory Provident Fund Schemes Ordinance (Cap. 485), the wages provided by the employer shall not be less than the monthly wages specified in the employment contract. The monthly wages shall not be broken down into different items, but they may include other wage items on top of the monthly wages. (For example, if the monthly wages are HK\$10,000, and the employer pays an additional allowance of HK\$500, the total monthly wages of the employee shall be HK\$10,500.) The employee’s monthly wages and other income should not be labelled as housing allowance.

9. The employee employed under the SEC is monthly-rated. Deductions for absence from work and the wage rate for overtime pay and pay for work on rest day/contractual day-off/under typhoon signal no. 8 or above shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month. (Please refer to Examples 3 to 5.) The statutory benefits of the employee such as holiday pay, annual leave pay, sickness allowance, maternity leave pay and paternity leave pay, shall be calculated in accordance with the provisions of the Employment Ordinance. (Please refer to Examples 8 to 12.)

10. When filling in the monthly wages in the Tables under Clause 2 of the Schedule for the employee working under different government service contracts, the wage rate shall not be less than the wage rates of the monthly wages committed by the employer in the relevant government service contracts or with reference to paragraph 2 above any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Besides, the employer should also fill in Note 20 regarding the information on the maximum number of normal working days plus paid rest days per month and the average number of normal hours of work per day which form the basis for working out the monthly wages specified in the Tables under Clause 2 of the Schedule, and also information on the monthly wages committed by the employer in the relevant government service contracts (such information must be the same as that specified in the relevant government service contracts).

11. The rest day pay for an employee who is employed to work under more than one government service contract shall be the average daily wages of the employee for work on a normal working day (excluding overtime pay). (Please refer to Example 6.)

12. For the calculation of the monthly wages in the second box of Clause 3 of the Schedule for an employee

who is employed to work under more than one government service contract, the employer and the employee may choose an amount calculated at a wage rate no less than the highest wage rate worked out from among those monthly wages listed in the Tables under Clause 2 of the Schedule. If the employee is required to work beyond the daily working hours in respect of the relevant government service contract as specified in the Tables under Clause 2 of the Schedule or on a rest day/contractual day-off, he/she shall be paid overtime pay or pay for work on a rest day/contractual day-off. The relevant wage rates should not be less than 100% of the wage rates calculated based on the chosen monthly wages and the number of normal working days plus paid rest days in the month and the average number of normal hours of work per day based on which the chosen monthly wages are worked out. (Please refer to Example 7.)

13. If a gratuity is payable to the employee under the SEC, the amount of gratuity payable shall be a sum equivalent to 6% of the total wages earned by the employee under the relevant employment period (as detailed in Clause 28(b) of the SEC). Such total wages shall be all sums earned by the employee under Clause 7 of the SEC, plus holiday pay, annual leave pay, sickness allowance and other statutory benefits payable to the employee during the relevant employment period. For the avoidance of doubt, payment(s) in respect of the termination including severance payment or long service payment payable under the Employment Ordinance are to be excluded from the calculation of the gratuity. (Please refer to Example 13.)

14. If the employee is employed by the employer to work for more than one Post and a gratuity is payable to the employee upon the expiry or termination of a Post under the SEC, the amount of gratuity payable shall be a sum equivalent to 6% of the total wages in relation to that Post earned by the employee under the relevant employment period (as detailed in Clause 6(b) of the Schedule). Such total wages shall be the wages for hours worked earned by the employee in that Post, plus other employment benefits attributed to that Post calculated in the same proportion as wages for hours worked in that Post bear to the wages for hours worked in all Posts. For the avoidance of doubt, payment(s) in respect of the termination including severance payment or long service payment payable under the Employment Ordinance are to be excluded from the calculation of the gratuity. (Please refer to Examples 14 to 15 which cover examples of employment benefits.)

15. If any severance payment or long service payment is payable to the Employee under the Employment Ordinance, the Employer shall pay the gratuity prior to the payment of the severance payment or long service payment (as the case may be), and may, pursuant to the Employment Ordinance, reduce any severance payment or long service payment payable to the Employee under the Employment Ordinance by the amount of gratuity paid to the Employee to the extent that the gratuity is attributable to the same period of service for which the severance payment or long service payment is payable. The Employer may only reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the Employee by the remainder of severance payment or long service payment payable to the Employee. (Please refer to Example 16.)

16. If an employee is on leave or absent from work, whatever the circumstances may be, the employer shall make staffing arrangements as appropriate and pay wages to the substitute worker. The employer shall not ask the employee to hire his/her own substitute or pay wages to the substitute.

17. For details of the employment terms, employers and employees are advised to refer to the employment contract and the Employment Ordinance. Any term of an employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon an employee by the Employment Ordinance shall be void.

Contributions to Mandatory Provident Fund

18. An employer is obliged to enrol his/her employee aged between 18 and 65 in a mandatory provident fund scheme if the employee is employed for 60 days or more. The employer shall make the monthly

contribution for the employee to the relevant registered scheme from his/her own funds. For details, please refer to the Mandatory Provident Fund Schemes Ordinance.

Examples for illustration

19. Examples listed below are for employers' reference for calculating employees' monthly wages, deductions for absence from work, overtime pay, pay for work on rest day/contractual day-off/under typhoon signal no. 8 or above, gratuity and statutory benefits.

Determining the monthly wages

Example 1

According to the relevant government service contract, the committed monthly wages for a cleaner are \$9,920.0 (calculated based on the normal working days plus paid rest days per month of 31 days and the average number of normal hours of work per day of 8). As per Clause 4 of SEC, if the cleaner:

- works 6 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **31 days**
 $[6 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 31 \text{ days}$
and his/her monthly wages shall not be less than **\$9,920.0**;
- works 5.5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **29 days**
 $[5.5 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 29 \text{ days}$
and his/her monthly wages shall not be less than **\$9,280.0**
 $[\$9,920.0 \div 31(\text{days}) \times 29(\text{days}) = \$9,280.0]$;
- works 5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **27 days**
 $[5 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 27 \text{ days}$
and his/her monthly wages shall not be less than **\$8,640.0**
 $[\$9,920.0 \div 31(\text{days}) \times 27(\text{days}) = \$8,640.0]$;
- works 6 days per week and 6 hours per day, his/her monthly wages shall not be less than **\$7,440.0**
 $[\$9,920.0 \div 8(\text{hours}) \times 6(\text{hours}) = \$7,440.0]$; or
- works 6 days per week, 8 hours per day plus 1-hour paid meal time which is counted as hours worked, his/her monthly wages shall not be less than **\$11,160.0**
 $[\$9,920.0 \div 8(\text{hours}) \times 9(\text{hours}) = \$11,160.0]$.

Adjusting the monthly wages upon revision of the statutory minimum wage rate

Example 2

According to the relevant government service contract, the committed monthly wages for a cleaner are \$8,556.0 (calculated based on the normal working days plus paid rest days per month of 31 days, the average number of normal hours of work per day of 8). With reference to paragraph 2 of the Guidance Notes, the adjusted wage level of the cleaner brought about by revision of the prescribed minimum hourly wage rate from \$34.5 to \$37.5 shall be \$9,300.0 ($\$37.5 \times 31 \text{ days} \times 8 \text{ hours} = \$9,300.0$). As per Clause 4 and Note 9(i) of the SEC, if the cleaner:

- works 6 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **31 days**
 $[6 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 31 \text{ days}$
and his/her monthly wages shall not be less than **\$9,300.0**;

- works 5.5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **29 days**
 $[5.5 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 29 \text{ days}$
and his/her monthly wages shall not be less than **\$8,700.0**
 $[\$9,300.0 \div 31(\text{days}) \times 29(\text{days}) = \$8,700.0]$;
- works 5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **27 days**
 $[5(\text{days}) + 1(\text{day})] \times 4 + 3 \text{ normal working days/paid rest day} = 27 \text{ days}$
and his/her monthly wages shall not be less than **\$8,100.0**
 $[\$9,300.0 \div 31(\text{days}) \times 27(\text{days}) = \$8,100.0]$;
- works 6 days per week and 6 hours per day, his/her monthly wages shall not be less than **\$6,975.0**
 $[\$9,300.0 \div 8(\text{hours}) \times 6(\text{hours}) = \$6,975.0]$; or
- works 6 days per week, 8 hours per day plus 1-hour paid meal time which is counted as hours worked, his/her monthly wages shall not be less than **\$10,462.5**
 $[\$9,300.0 \div 8(\text{hours}) \times 9(\text{hours}) = \$10,462.5]$.

Calculating deductions for absence from work

Example 3

An employee's deductions for absence from work shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month:

- (1) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 7(a) of the SEC are \$9,920.0, and he/she:
 - is absent from work on any one day in February, and there are 28 calendar days in February, the deduction for absence from work shall be **\$354.3**
 $[\$9,920.0 \div 28(\text{days}) = \$354.3]$;
 - is absent from work on any one day in March, and there are 31 calendar days in March, the deduction for absence from work shall be **\$320.0**
 $[\$9,920.0 \div 31(\text{days}) = \$320.0]$; or
 - is absent from work on any one day in April, and there are 30 calendar days in April, the deduction for absence from work shall be **\$330.7**
 $[\$9,920.0 \div 30(\text{days}) = \$330.7]$.
- (2) If an employee works 5 days per week and 8 hours per day, he/she has one contractual day-off per week apart from rest days and his/her monthly wages as per Clause 7(a) of the SEC are \$8,640.0, and he/she:
 - is absent from work on any one day in February and there are 28 calendar days in February, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$360.0**
 $[\$8,640.0 \div (28 - 4(\text{days})) = \$360.0]$;
 - is absent from work on any one day in March, there are 31 calendar days in March, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$320.0**
 $[\$8,640.0 \div (31 - 4(\text{days})) = \$320.0]$; or
 - is absent from work on any one day in April, there are 30 calendar days in April, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$332.3**
 $[\$8,640.0 \div (30 - 4(\text{days})) = \$332.3]$.
- (3) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 7(a) of the SEC are \$9,920.0, and if he/she has taken

5 days of annual leave in March, and there are 31 calendar days in March, the deduction for absence from work for any one day in March shall be **\$320.0**.

$$[\$9,920.0 \div 31(\text{days})^{\#} = \$320.0]$$

([#]In calculating the deduction for absence from work in March, the number of the employee's normal working days (which includes the 5 days of annual leave falling on his/her normal working days) plus paid rest days shall remain as 31 days.)

Calculating overtime pay and pay for work on rest day/contractual day-off

Example 4

- (1) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 7(a) of the SEC are \$9,920.0,
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in February (there are 28 calendar days in February) shall not be less than:
 - daily: **\$354.3** [$\$9,920.0 \div 28(\text{days}) = \354.3]; and
 - hourly: **\$44.3** [$\$9,920.0 \div 28(\text{days}) \div 8(\text{hours}) = \44.3].
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in March (there are 31 calendar days in March) shall not be less than:
 - daily: **\$320.0** [$\$9,920.0 \div 31(\text{days}) = \320.0]; and
 - hourly: **\$40.0** [$\$9,920.0 \div 31(\text{days}) \div 8(\text{hours}) = \40.0].
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in April (there are 30 calendar days in April) shall not be less than:
 - daily: **\$330.7** [$\$9,920.0 \div 30(\text{days}) = \330.7]; and
 - hourly: **\$41.3** [$\$9,920.0 \div 30(\text{days}) \div 8(\text{hours}) = \41.3].
- (2) If an employee works 5 days per week and 8 hours per day, he/she has one contractual day off per week apart from rest days and his/her monthly wages as per Clause 7(a) of the SEC are \$8,640.0,
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in February (there are 28 calendar days in February and 4 contractual day-off in the month) shall not be less than:
 - daily: **\$360.0** { $\$8,640.0 \div [28 - 4(\text{days})] = \360.0 }; and
 - hourly: **\$45.0** { $\$8,640.0 \div [28 - 4(\text{days})] \div 8(\text{hours}) = \45.0 }.
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in March (there are 31 calendar days in March and 4 contractual day-off in the month) shall not be less than:
 - daily: **\$320.0** { $\$8,640.0 \div [31 - 4(\text{days})] = \320.0 }; and
 - hourly: **\$40.0** { $\$8,640.0 \div (31 - 4(\text{days})) \div 8(\text{hours}) = \40.0 }.
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in April (there are 30 calendar days in April and 4 contractual day-off in the month) shall not be less than:
 - daily: **\$332.3** { $\$8,640.0 \div [(30 - 4(\text{days}))] = \332.3 }; and
 - hourly: **\$41.5** { $\$8,640.0 \div [(30 - 4(\text{days}))] \div 8(\text{hours}) = \41.5 }.
- (3) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 7(a) of the SEC are \$9,920.0, and if he/she has taken one statutory holiday in January, and there are 31 calendar days in January, the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in January shall not be less than:
 - daily: **\$320.0** [$\$9,920.0 \div 31(\text{days})^{\#} = \320.0]; and
 - hourly: **\$40.0** [$\$9,920.0 \div 31(\text{days})^{\#} \div 8(\text{hours}) = \40.0].

([#]In calculating the overtime pay and pay for work on rest day/contractual day-off in January, the number of the employee's normal working days (which includes the statutory holiday falling on his/her normal working days) plus paid rest days shall remain as 31 days.)

Calculating pay for work under typhoon signal no. 8 or above

Example 5

An employee's pay when typhoon signal no. 8 or above is hoisted during his/her hours worked in a day/shift shall be at least 150% of the Employee's original pay for the hours worked in that day/shift calculated on a pro-rata basis according to the Employee's monthly wages:

- (1) If an employee works 6 days per week and 8 hours per day/shift, he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 7(a) of the SEC are \$9,920.0. If typhoon signal no. 8 is hoisted anytime during the 8 hours' work in that day/shift:
 - the pay for work for that day/shift in February (there are 28 calendar days in February) shall not be less than:
 - **\$531.4** [$\$9,920.0 \div 28 \text{ (days)} \times 150\% = \531.4]
 - the pay for work for that day/shift in June (there are 30 calendar days in June) shall not be less than:
 - **\$496.0** [$\$9,920.0 \div 30 \text{ (days)} \times 150\% = \496.0]
 - the pay for work for that day/shift in July (there are 31 calendar days in July) shall not be less than:
 - **\$480.0** [$\$9,920.0 \div 31 \text{ (days)} \times 150\% = \480.0]
- (2) If an employee works 6 days per week and 8 hours per day (from 8 a.m. to 5 p.m. with 1 hour meal time in between which is not counted as hours worked but shall be paid at the rate of \$50 per day as per Clause 4(b) of the SEC), he/she has no contractual day-off apart from rest days and his/her monthly wages as per Clause 7(a) of the SEC are \$9,920.0. The overtime pay is 150% of the wage rate for the employee's work on his/her normal working days as per Clause 7(b). On a certain normal working day in June, the employee has worked 8 hours in accordance with the aforesaid working hours and then performed one hour overtime work (i.e. finished work at 6 p.m.) and typhoon signal no. 8 was hoisted from 1 a.m. to 11 a.m.
 - the pay for work for that day/shift in June (there are 30 calendar days in June) shall not be less than:
 - **\$664.0** [$[(\$9,920.0 \div 30 \text{ (days)}) + (\$9,920.0 \div 30 \text{ (days)} \div 8 \text{ (hours)} \times 150\%) + \$50] \times 150\% = \$664.0$]

Calculating rest day pay and monthly wages for the employee who is employed to work for more than one government service contract

Example 6

- (1) An employee is employed to work for two government service contracts, and the monthly wages in the Tables under Clause 2 of the Schedule are \$9,920.0 [Table (1)] and \$10,168.0 [Table (2)] respectively. The employee is required to work 6 days per week and 8 hours per day with 1 paid rest day every 7 days.
 - If the employee has 4 paid rest days in a month of 30 days, the employee works 10 days for the contract in Table (1) and 16 days for the contract in Table (2),
 - his/her wages for the 26 days' work is: **\$8,729.6**;
[$\$9,920.0 \div 30 \text{ (days)} \times 10 \text{ (days)} + \$10,168.0 \div 30 \text{ (days)} \times 16 \text{ (days)} = \$8,729.6$]
 - his/her rest day pay shall not be less than **\$335.8** per rest day ; and
[$\$8,729.6 \div 26 \text{ (days)} = \335.8]
 - his/her monthly wages for the month shall not be less than **\$10,072.8**.
[$\$8,729.6 + \$335.8 \times 4 \text{ (days)} = \$10,072.8$]
 - If the employee has 5 paid rest days in a month of 31 days, the employee works 14 days for the contract in Table (1) and 12 days for the contract in Table (2),

- his/her wages for the 26 days' work is: **\$8,416.0**;
 $[\$9,920.0 \div 31(\text{days}) \times 14(\text{days}) + \$10,168.0 \div 31(\text{days}) \times 12(\text{days}) = \$8,416.0]$
 - his/her rest day pay shall not be less than **\$323.7** per rest day; and
 $[\$8,416.0 \div 26(\text{days}) = \$323.7]$
 - his/her monthly wages for the month shall not be less than **\$10,034.5**.
 $[\$8,416.0 + \$323.7 \times 5(\text{days}) = \$10,034.5]$
- (2) An employee is employed to work for two government service contracts, and the monthly wages in the Tables under Clause 2 of the Schedule are \$8,640.0 [Table (1)] and \$8,856.0 [Table (2)] respectively. The employee is required to work 5 days per week and 8 hours per day with 1 paid rest day every 7 days.
- If the employee has 4 paid rest days and 4 contractual day-off in a month of 30 days, the employee works 10 days for the contract in Table (1) and 12 days for the contract in Table (2),
 - his/her wages for the 22 days' work: **\$7,410.5**;
 $\{ \$8,640.0 \div [30 - 4(\text{days})] \times 10(\text{days}) + \$8,856.0 \div [30 - 4(\text{days})] \times 12(\text{days}) = \$7,410.5 \}$
 - his/her rest day pay shall not be less than **\$336.8** per rest day; and
 $[\$7,410.5 \div 22(\text{days}) = \$336.8]$
 - his/her monthly wages for the month shall not be less than **\$8,757.7**.
 $\{ \$7,410.5 + [\$336.8 \times 4(\text{days})] = \$8,757.7 \}$
 - If the employee has 5 paid rest days and 4 contractual day-off in a month of 31 days, the employee works 11 days for the contract in Table (1) and 11 days for the contract in Table (2),
 - his/her wages for the 22 days' work: **\$7,128.0**;
 $\{ \$8,640.0 \div [31 - 4(\text{days})] \times 11(\text{days}) + \$8,856.0 \div [31 - 4(\text{days})] \times 11(\text{days}) = \$7,128.0 \}$
 - his/her rest day pay shall not be less than **\$324.0** per rest day; and
 $[\$7,128.0 \div 22(\text{days}) = \$324.0]$
 - his/her monthly wages for the month shall not be less than **\$8,748.0**.
 $\{ \$7,128.0 + [\$324.0 \times 5(\text{days})] = \$8,748.0 \}$

Calculating the highest monthly wages chosen for the employee who is employed to work for more than one government service contract and the employee's overtime pay and pay for work on rest day/contractual day-off

Example 7

An employee is employed to work for two government service contracts and he/she agrees with his/her employer to choose an amount calculated at a wage rate no less than the highest wage rate of the monthly wages among those listed in the Tables under Clause 2 of the Schedule for calculating his/her monthly wages, overtime pay and pay for work on rest day/contractual day-off. If the employee is required to work 6 days a week and:

- (1) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:
 - \$9,920.0 [working 6 days a week and 8 hours a day in Table (1)]; and
 - \$10,168.0 [working 6 days a week and 8 hours a day in Table (2)],
 the monthly wages chosen shall not be less than **\$10,168.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$10,168.0.
- (2) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:
 - \$8,640.0 [working 5 days a week and 8 hours a day in Table (1)]; if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$9,920.0
 $[\$8,640.0 \div 27(\text{days}) \times 31(\text{days}) = \$9,920.0]$; and

- \$9,512.0 [working 5.5 days a week and 8 hours a day in Table (2)]; if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$10,168.0
 $[\$9,512.0 \div 29(\text{days}) \times 31(\text{days}) = \$10,168.0]$,

then the monthly wages chosen shall not be less than **\$10,168.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$10,168.0.

(3) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:

- \$8,640.0 [working 5 days a week and 8 hours a day in Table (1)], if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$9,920.0
 $[\$8,640.0 \div 27(\text{days}) \times 31(\text{days}) = \$9,920.0]$; and
- \$6,642.0 [working 5 days a week and 6 hours a day in Table (2)], if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$10,168.0
 $[\$6,642.0 \div 27(\text{days}) \times 31(\text{days}) \div 6(\text{hours}) \times 8(\text{hours}) = \$10,168.0]$,

then the monthly wages chosen shall not be less than **\$10,168.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$10,168.0.

Calculating holiday pay

Example 8

According to Clause 7(a) of the SEC, the monthly wages of an employee are \$9,920.0 (working 6 days per week and 8 hours per day). The holiday pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the holiday: \$118,720.0, including wages of 301 days of work, 52 paid rest days and 11 paid statutory holidays. No overtime work is performed during the period.
- Leave taken with less than full wages in the 12-month period: 1 statutory holiday without pay (statutory holidays falling within the first month of employment are without pay).
- Periods and the sum to be disregarded: 1 day of statutory holiday without pay (as that day is a statutory holiday without pay, the amount to be disregarded will be \$0).
- Holiday pay: $[(\$118,720.0 - 0) \div (365 - 1) (\text{days})] = \326.2

Calculating annual leave pay

Example 9

According to Clause 7(a) of the SEC, the monthly wages of an employee are \$9,280.0 (working 5.5 days per week and 8 hours per day). 5 days of annual leave pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the annual leave: \$111,360.0, including wages for 275 days of work and the following leaves (no overtime work is performed during the period):
 - 52 paid rest days
 - 12 paid statutory holidays
 - 26 unpaid contractual day-off.
- Periods and the sum to be disregarded: 26 unpaid contractual day-off (as the 26 contractual day-off are unpaid, the amount to be disregarded will be \$0).
- 5-day annual leave pay: $[(\$111,360.0 - 0) \div (365 - 26) (\text{days}) \times 5(\text{days})] = \$1,642.5$.

Example 10

According to Clause 7(a) of the SEC, the monthly wages of an employee are \$9,920.0 (working 6 days per week and 8 hours per day). 5 days of annual leave pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the annual leave: \$146,040.0 including
 - \$119,040.0 for 301 days of work, 52 paid rest days and 12 paid statutory holidays

- Overtime pay of \$27,000.0 (where the monthly average over the past 12 months is not less than 20% of the average monthly wages of the employee during the same period).
- Periods and the sum to be disregarded: No period and sum have to be disregarded because the employee is not paid less than his/her full wages for the leave taken in the 12-month period.
- 5-day annual leave pay: $[(\$146,040.0 - 0) \div (365 - 0) \text{ (days)}] \times 5 \text{ (days)} = \$2,000.5$.

Calculating sickness allowance

Example 11

According to Clause 7(a) of the SEC, the monthly wages of an employee are \$8,640 (working 5 days per week and 8 hours per day). If the employee is granted 4 consecutive days of sick leave, the sickness allowance of the 4 days (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the first sickness day: \$103,040.0, including wages of 240 days of work and the following leaves (no overtime work is performed during the period):
 - 52 paid rest days
 - 12 paid statutory holidays
 - 7 days of paid annual leave
 - 52 unpaid contractual day-off
 - 1 day no-pay leave in May (leave taken with the agreement of the Employer)
 - 1 day no-pay leave in July (leave taken with the agreement of the Employer).
- Periods and the sum to be disregarded: 52 unpaid contractual day-off and 2 days of no-pay leave (as the 54 days are unpaid, the amount to be disregarded will be \$0).
- 4-day sickness allowance:

$$[(\$103,040.0 - 0) \div (365 - 54) \text{ (days)}] \times 4 \text{ (days)} \times 4/5 = \$1,060.2.$$

Calculating wages in lieu of notice

Example 12

According to Clause 7(a) of the SEC, the monthly wages of an employee are \$9,920.0 (working 6 days per week and 8 hours per day). Clause 19 of the SEC specifies that there is no probation period, and a notice period of 7 days or payment in lieu of notice is required. If the employer terminates the employment, the employee's wages in lieu of notice shall be:

- 12-month wages earned immediately preceding the date of notification: \$119,040.0, including wages of 301 days of work, 52 paid rest days and 12 paid statutory holidays. No overtime work is performed during the period.
- Periods and the sum to be disregarded: No period and sum have to be disregarded because the employee is not paid less than his/her full wages for the leave taken in the 12-month period.
- Amount of 7 days' wages in lieu of notice:

$$[(\$119,040.0 - 0) \div (365 - 0) \text{ (days)}] \times 7 \text{ (days)} = \$2,283.0.$$

Calculating gratuity upon expiry of the government service contract for an employee who is employed by the employer to work under one government service contract

Example 13

An employee has worked for 12 months under the government service contract upon its expiry. During the period, the employee's total wages are \$126,289.0.

- The gratuity for the contract is: \$7,577.3;
 $[\$126,289.0 \times 6\% = \$7,577.3].$

Calculating gratuity upon expiry of one of the Posts for an employee who is employed by the employer to work for two Posts

Example 14

An employee is employed to work for two posts under two government service contracts. The employee has worked for 24 months under the post in [Table (1)] under Clause 2 of the Schedule upon its expiry. The employee's total wages are \$259,825.0, including wages for hours worked earned by the employee of \$78,080.0 and \$131,174.0 for the posts in [Table (1)] and [Table (2)] respectively, and the total amount of other employment benefits (e.g. rest day pay, annual leave pay, holiday pay and sickness allowance, etc.) being \$50,571.0

- The total amount of wages for hours worked earned under the posts in Table (1) and Table (2) is: \$209,254.0;
[$\$78,080.0 + \$131,174.0 = \$209,254.0$]
- The total wages earned under the post in Table (1) are: \$96,949.8;
[$\$78,080.0 + \$50,571.0 \times (\$78,080.0 \div \$209,254.0) = \$96,949.8$]
- The gratuity for the post in Table (1) is: \$5,817.0.
[$\$96,949.8 \times 6\% = \$5,817.0$].

Example 15

After expiry of the post in [Table (1)], the employee continues to work for the post in [Table (2)] and is also deployed to work under another post [Table 3]. The employee has worked for 36 months when the post in [Table (2)] expires. As shown in Example 14, the employee's total wages for the first 24 months (from the posts in [Table (1)] and [Table (2)]) is \$259,825.0, including wages for hours worked earned by the employee of \$78,080.0 and \$131,174.0 for the posts in [Table (1)] and [Table (2)] respectively, and the total amount of other employment benefits (e.g. rest day pay, annual leave pay, holiday pay and sickness allowance, etc.) being \$50,571.0. The total wages for the following 12 months is \$134,410.0, including wages for hours worked of \$65,587.0 and \$41,968.0 for the posts in [Table (2)] and [Table 3] respectively, and the total amount of other employment benefits being \$26,855.0

- The total wages earned under the post in Table (2) for the first 24 months: \$162,875.2;
 - The total amount of wages for hours worked earned under the posts in Table (1) and Table (2) is: \$209,254.0
[$\$78,080.0 + \$131,174.0 = \$209,254.0$]
 - The total wages earned under the post in Table (2) for the first 24 months are: \$162,875.2
[$\$131,174.0 + \$50,571.0 \times (\$131,174.0 \div \$209,254.0) = \$162,875.2$]
- The total wages earned under the post in Table (2) for the last 12 months: \$81,963.2;
 - The total amount of wages for hours worked earned under the posts in Table (2) and Table (3) is: \$107,555.0
[$\$65,587.0 + \$41,968.0 = \$107,555.0$]
 - The total wages earned under the post in Table (2) for the last 12 months are: \$81,963.2
[$\$65,587.0 + \$26,855.0 \times (\$65,587.0 \div \$107,555.0) = \$81,963.2$]
- The total wages earned under the post in Table (2) for 36 months are: \$244,838.4;
[$\$162,875.2 + \$81,963.2 = \$244,838.4$]
- The gratuity for the post in Table (2) is: \$14,690.3.
[$\$244,838.4 \times 6\% = \$14,690.3$].

Reduction of severance payment payable to an employee by the amount of gratuity paid

Example 16

- (1) An employee is employed by an employer to work for a government service contract for 36 months, and then entered into another government service contract with the same employer immediately following the expiry/termination of the previous contract. The second contract has stipulated that gratuity under Clause 28 of the SEC shall apply. The employee works for another 12 months under the second contract since 1 January 2019, and is dismissed by reason of redundancy on 31 December 2019. The employee's last month wages are \$9,920.0 and he/she is thus entitled to a severance payment of \$26,453.0 for his/her service of 48 months in total.

In respect of the 12 months' service under the second contract, a gratuity is payable to the employee for the period from 1 April 2019 to 31 December 2019 according to Clause 28(b) of the SEC. Based on his/her total wages for the 9 months from 1 April 2019 to 31 December 2019, the employer is required to pay him/her a gratuity of \$5,357.0 prior to the payment of the severance payment. Upon payment of the gratuity, the employer may reduce the severance payment by the gratuity paid to the employee that is attributable to the employee's 9 months' service under the second contract.

- Severance payment for the employee's 9 months' service under the second contract is: \$4,960.0
[$\$9,920.0 \times \frac{2}{3} \times \frac{9}{12} \text{ (year)} = \$4,960.0$]
The gratuity paid to the employee is higher than the severance payment in respect of the same period, and the whole amount of severance payment in respect of the period, that is \$4,960.0, may be reduced.
- Remainder of severance payment payable to the employee is: \$21,493.0
[$\$26,453.0 - \$4,960.0 = \$21,493.0$]
- The employer may reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the employee by the remainder of severance payment to the employee, i.e. \$21,493.0.

- (2) An employee is employed by an employer to work for a government service contract for 36 months, and then entered into another government service contract with the same employer immediately following the expiry/termination of the previous contract. The second contract has stipulated that gratuity under Clause 28 of the SEC shall apply. The employee works for another 12 months under the second contract since 1 April 2019, and is dismissed by reason of redundancy on 31 March 2020. The employee's last month wages are \$9,920.0 and he/she is thus entitled to a severance payment of \$26,453.0 for his/her service of 48 months in total.

The employer is required to pay him/her a gratuity of \$7,142.0 for his/her 12 months' service under the second contract prior to the payment of the severance payment. Upon payment of the gratuity, the employer may reduce the severance payment by the gratuity paid to the employee that is attributable to the employee's 12 months' service under the second contract.

- Severance payment for the employee's 12 months' service under the second contract is: \$6,613.3
[$\$9,920.0 \times \frac{2}{3} \times 1 \text{ (year)} = \$6,613.3$]
The gratuity paid to the employee is higher than the severance payment in respect of the same period, and the whole amount of severance payment in respect of the period, that is \$6,613.3, may be reduced.
- Remainder of severance payment payable to the employee is: \$19,839.7
[$\$26,453.0 - \$6,613.3 = \$19,839.7$]
- The employer may reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the employee by the remainder of severance payment to the employee, i.e. \$19,839.7.

**適用於政府服務合約承辦商
與其僱員的標準僱傭合約(註 1)**
政府服務合約編號：_____ (註 2)

本僱傭合約由_____ (「僱主」) 其地址為 _____

及_____先生/女士* (香港身份證號碼_____) (「僱員」) 其地址為 _____訂立。僱主及僱員雙方明白及同意遵守下列的僱傭條款，並明白本僱傭合約由香港法例規管，特別是香港法例第 57 章《僱傭條例》、香港法例第 282 章《僱員補償條例》及香港法例第 608 章《最低工資條例》。雙方亦已閱覽附頁的簽訂標準僱傭合約須知。

- 一、 本僱傭合約由_____年_____月_____日起生效。(註 3)
- 二、 根據僱員之前就下列第三條款列明的政府服務合約而訂立的僱傭合約，僱員受僱的首天為_____年_____月_____日。(註 4)
- 三、 僱員由僱主聘用為_____ (職位名稱)，為政府服務合約 (編號：_____) (註 2)，批出合約日期：_____年_____月_____日) 工作。根據此政府服務合約，本僱傭合約第二十六至二十八條款所列明的新權益 適用 / 不適用 *。僱員的工作地點是 _____ (限於上述政府服務合約的範圍)。在本僱傭合約期內，如有需要，僱主可緊急或短暫及有限度調配僱員在 _____ 區域(註 5)內工作。(註 6)
- 四、 (甲) 僱員每星期工作_____天，每天的工作時間：(註 7)
- ☐ 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。
- ☐ 分更制的
- 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____；
- 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____；或
- 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。
- (乙) 僱員的用膳時間由上/下午*_____至上/下午*_____/每日_____小時/分鐘*。上述用膳時間(註 8)：
- ☐ 屬於工作時數。用膳時間薪酬已包括在本僱傭合約第七(甲)條款所列明的每月工資內。(註 9)
- ☐ 不屬於工作時數。用膳時間薪酬為每天港幣_____元，並為本僱傭合約第七(甲)條款所列明的每月工資以外的額外薪酬。
- ☐ 不屬於工作時數及無薪。

在特殊情況下，因應有關採購部門的要求，僱主可將上述工作時間作出適當調動，但有關調動祇屬短暫性，亦不會影響僱員原本每天的工作時數。

- 五、 僱員每 7 天可享有 1 天有薪休息日。僱員的有薪休息日為每週的星期 _____/有薪休息日不固定*(如屬此情況，則僱主須於每月開始之前將有薪休息日的日期以書面通知僱員或將僱員有薪休息日的輪值表張貼於僱傭地點的顯眼處)。僱員休息日的工資須相等於該僱員在一正常工作日工作所賺取的工資(但不包括超時工作工資)。
- 六、 除第五條款指明的有薪休息日外，根據本僱傭合約的其他休班日(如適用)：
☐ 有薪，款額為每天港幣 _____元/相等於僱員在一正常工作日工作所賺取的工資*。
休班日薪酬為本僱傭合約第七(甲)條款所列的每月工資以外的額外薪酬。
☐ 無薪。
- 七、 根據本僱傭合約第四(甲)條款所訂的工作時間工作，僱員應收取：
- (甲) ☐ 每月工資為港幣 _____ 元(但不包括超時工作工資)，該款項包括僱員在正常工作日的工作時數所賺取的工資及本僱傭合約第五條款所列的休息日工資。(註 9)
- 無論每月有多少日數，僱員的每月工資仍應該相等於本僱傭合約所訂定的工資。在計算僱員的缺勤工資時，應以有關月份的正常工作日加有薪休息日的日數為基數。
- ☐ 如僱員受聘為僱主在同一區域內所承辦的不同政府服務合約工作，其在每一工作地點應得的工資須根據附表第二條款各表內所載的每月工資按比例計算。(須填寫附表)
- 任何津貼須為上述工資以外的額外款項。
- (乙) 如需工作超逾本僱傭合約第四(甲)條款所列的每天工作時間或在休息日/休班日工作，則超時工作的工資率及休息日/休班日工作的工資率為僱員在正常工作日的工作時數所賺取的工資率的 _____%(所填寫的數字必須不低於 100)。(註 10)
- (丙) 本僱傭合約第四(乙)條款列明不屬於工作時數的有薪用膳時間的薪酬。
- (丁) 本僱傭合約第六條款所列的休班日薪酬。
- (戊) 根據第二十七條款或附表第五條款，在 8 號或以上風球下工作的薪酬(如有)。
- (己) 根據《最低工資條例》應獲得的任何額外報酬。(註 11)
- (庚) 任何根據本僱傭合約或香港法例規定須支付予僱員的金額。
- 八、 工資期為 1 個月。工資(包括應支付的超時工作工資及根據本僱傭合約第七條款應支付的任何款項)在任何情況下不得遲於工資期屆滿後 7 天支付。同樣，工資及到期付給僱員的任何款項(包括本僱傭合約第二十八條款的酬金(如有)及任何其他到期的須付款項)，亦不得遲於本僱傭合約屆滿或終止後 7 天支付。如僱員受僱於僱主在多於一個職位(依附表所定義)工作，而在僱員工作的職位屆滿或終止時，根據附表第六條款應獲付酬金，該筆酬金不得遲於有關職位屆滿或終止後 7 天支付。
- 九、 僱主及僱員雙方同意以自動轉賬方式將所有工資(包括應支付的超時工作工資及根據本僱傭合約第七條款應支付的任何款項，但因本僱傭合約或某一職位屆滿或終止

而須支付的酬金及款項除外)直接存入以僱員名義開設的銀行戶口內。該銀行須是根據香港法例第 155 章《銀行業條例》的規定而領有牌照的銀行。僱主並須向僱員提供詳列每期工資細項的薪金表(糧單)以作參考。如僱員同意,僱主可以支票形式支付因本僱傭合約或某一職位屆滿或終止而須支付的酬金(如有)及任何款項(包括工資),但不得遲於本僱傭合約或該職位屆滿或終止後 7 天支付。

- 十、僱主除按照《僱傭條例》規定准許的扣薪項目及香港法例第 485 章《強制性公積金計劃條例》規定的僱員部份的供款外,不得扣除僱員的工資,而扣薪款額不得超過《僱傭條例》及《強制性公積金計劃條例》的規定。除法例規定外,任何僱主之經營及/或行政成本,與固定資產及器具的損耗,包括衣服鞋襪等制服費、培訓費、行政費、清潔費、工具費、交通費、按金等,以及採購部門根據有關政府服務合約的條款向僱主收取及/或扣除的任何款項,均應由僱主負責,一律不可向僱員收取或在僱員的工資中扣減。
- 十一、僱員可根據《僱傭條例》的規定享有休息日、法定假日、有薪年假、產假、侍產假及疾病津貼等法定權益和有關的保障。
- 十二、僱主須依照《僱傭條例》安排僱員在不同日期分別放取休息日、法定假日及有薪年假,此等假日不可互相取代。
- 十三、僱主須遵守《僱員補償條例》的規定。僱員可根據《僱員補償條例》的條文享有有關的權利、利益和保障。
- 十四、僱主須遵守香港法例第 509 章《職業安全及健康條例》及第 59 章《工廠及工業經營條例》有關安全及健康的規定。
- 十五、僱員 須/毋須*根據香港法例第 460 章《保安及護衛服務條例》之規定申領保安人員許可證。(註 12)
- 十六、僱主須依照《強制性公積金計劃條例》的規定安排僱員登記成為強積金計劃成員,並為僱員每月向註冊計劃供款。僱主每月供款後的 7 個工作天內,須向僱員發放強積金供款記錄。
- 十七、當 8 號或以上風球懸掛時,
 - ☐ 僱員毋須上班,工資不會被扣減。當 8 號或以上風球於下班前不少於_____小時前除下,僱員須要上班。
 - ☐ 僱員須要上班,並可獲發實報實銷的額外交通費用。
 - ☐ 僱員須要上班,並可獲發颱風當值津貼港幣_____元。為免生疑問,本條款所賦予的權益,是第二十七條款或附表第五條款所列明的在 8 號或以上風球懸掛時工作應獲得的工資(如適用)以外的額外權益。
- 十八、當黑色暴雨警告生效期間,
 - ☐ 僱員毋須上班,工資不會被扣減。當黑色暴雨警告於下班前不少於_____小時前除下,僱員須要上班。
 - ☐ 僱員須要上班,並可獲發實報實銷的額外交通費用。

☐ 僱員須要上班，並可獲發暴雨當值津貼港幣_____元。

十八甲、如政府在 8 號風球改為 3 號風球前發出「極端情況」公布，在「極端情況」生效期間（註 16），

☐ 僱員毋須上班，工資不會被扣減。當「極端情況」於下班前不少於_____小時前除下，僱員須要上班。

☐ 僱員須要上班，並可獲發實報實銷的額外交通費用。

☐ 僱員須要上班，並可獲發「極端情況」當值津貼港幣_____元。如僱員已獲發第十七條款所列明的颱風當值津貼，仍會/不會* 獲發本「極端情況」當值津貼。

十九*、僱員之試用期為_____天/_____個月*。（註 13）

二十、本僱傭合約任何一方均可根據以下情況終止僱傭合約（註 13）：

☐ 第一個月試用期內雙方毋須給予通知或代通知金。餘下之試用期內，通知期為_____天/個月*或相等之代通知金。

試用期之後，通知期為_____天/個月*，或相等之代通知金。

☐ 無試用期，通知期為_____天/個月*，或相等之代通知金。

廿一、如在僱傭雙方簽訂合約後，相關法例作出了修訂，並賦予僱員較本僱傭合約更佳的權益，則以法例規定為依歸，而本僱傭合約將被視為已根據有關法例作出修改。如修訂後的法例賦予僱員的權益仍比本僱傭合約的條款為差，則以本僱傭合約為依歸。

廿二、僱主須將僱傭雙方已簽署的本僱傭合約副本（包括附表（如有）及附頁的簽訂標準僱傭合約須知）交給僱員保存。

廿三、對本僱傭合約任何條款（包括附表）作出的變更、修改、取消或增訂，不得終絕或減少本僱傭合約賦予僱員的任何權利、利益或保障，並由僱主及僱員簽署修訂，否則均屬無效；而僱主亦須將僱傭雙方已簽署的修訂副本交給僱員保存。

廿四、僱員同意僱主向_____（採購部門之名稱）（註 14）提供其工資記錄、值勤記錄及其他有關資料，作為該部門監察僱主履行服務合約內有關僱傭規定之用。

廿五、僱員同意僱主將已簽署的本僱傭合約副本及修訂副本（如有）交予_____（採購部門之名稱）（註 14）以作記錄及監察僱主履行政府服務合約之用。僱員亦同意該採購部門可將本僱傭合約副本、修訂副本及其他有關資料交予其他政府部門及執法機關作為監察僱主遵守有關法例之用。

如僱員受僱工作的政府服務合約有列明以下第二十六至二十八條款的新權益適用，則以下第二十六至二十八條款於 2019 年 4 月 1 日起生效。如僱員為僱主在本僱傭合約下多於一個

職位工作，有關新權益的詳情載列於附表第四至六條款。

- 廿六、(甲) 僱員只需在緊接法定假日之前，已按《僱傭條例》所定義的連續性合約（「連續性合約」）在第三條款指明的政府服務合約受僱於僱主滿 1 個月（為免生疑問，包括在緊接本僱傭合約生效日期前的受僱期），便可獲發假日薪酬。僱主須根據《僱傭條例》的有關規定計算假日薪酬的款額，並最遲須於法定假日後的第一個發薪日支付假日薪酬給僱員。為免生疑問，本第二十六條款並不損害僱員根據《僱傭條例》享有假日薪酬的權益。
- (乙) 如僱員為僱主在多於一個職位工作，應獲付假日薪酬的詳情載列於附表第四條款。

- 廿七、(甲) 如在僱員某天或某更份的工作期間，曾懸掛 8 號或以上風球（不論懸掛時間的長短），僱員就該天或該更份應獲支付的工資，為其本應在該天或該更份的工作時數而賺取的工資的 _____ %（所填寫的數字必須不低於 150）。僱員本應在該天或該更份的工作時數賺取的工資，包括僱員於該天或該更份的所有工作時數依其每月工資按比例計算的工資、根據第七(乙)條款訂明百分比計算的超時工作工資（如適用）及根據第四(乙)條款應獲付的用膳時間薪酬（如適用）。
- (乙) 如僱員為僱主在多於一個職位工作，其在 8 號或以上風球懸掛時工作應獲工資的詳情載列於附表第五條款。

- 廿八、(甲) 在本僱傭合約屆滿或終止時（而終止的原因並非基於《僱傭條例》第 9 條(註 15)的理由而作出），如僱員在緊接本僱傭合約屆滿或終止前已為僱主在上述第三條款列明的政府服務合約下按連續性合約受僱不少於 12 個月，僱主須向僱員支付酬金。為免生疑問，任何與該政府服務合約有關而緊接本僱傭合約生效日期前的受僱期亦須計算在內。

- (乙) 如僱員根據上述第二十八(甲)條款可獲發酬金，該筆酬金的款額相等於僱員在應計算酬金的期間內所賺取的總工資的 6%。應計算酬金的期間為僱員在緊接僱傭合約屆滿或終止之前，就有關政府服務合約按連續性合約受僱於僱主的一段連續期間，但該期間在任何情況下不得早於 2019 年 4 月 1 日開始。

- (丙) 該筆酬金是按僱員的服務年資支付的款項。如僱員根據《僱傭條例》應獲付遣散費或長期服務金，僱主須在支付遣散費或長期服務金（按情況而定）前先支付酬金，並可按照《僱傭條例》從任何根據該條例須付予僱員的遣散費或長期服務金中，扣除已支付予僱員的酬金的款額。可扣除的款額，以該筆酬金與須付遣散費或長期服務金基於相同部份的服務年期所計算的款額為限。僱主只可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中，扣除須付的遣散費或長期服務金的餘額。

- (丁) 如僱員為僱主在多於一個職位工作，應獲付酬金的詳情載列於附表第六條款。

僱員簽名

僱主或僱主代表簽名

姓名：

姓名：

香港身份證號碼：

職位：

簽署日期：

簽署日期：

* 請刪去不適用者

☐ 請於適當方格劃上“✓”號

附註

(公司印鑑)

- 註 1： 根據有關強制性規定，政府服務合約承辦商若聘用服務合約內指明須簽訂標準僱傭合約的職位的僱員為政府服務合約工作超過 7 天，便須與其每一名這類僱員簽訂本標準僱傭合約。
- 註 2： 如僱員為僱主在同一區域內多於一份政府服務合約中工作，則毋須填寫此政府服務合約編號及本僱傭合約第二、第三、第四、第七(乙)及第二十七(甲)條款，但必須填寫附表。
- 註 3： (i) 如僱員在緊接簽訂本僱傭合約之前，已在第三條款列明的政府服務合約或根據附表定義的任何職位受聘於僱主，且簽訂本僱傭合約是由於僱員有權享有第二十六至二十八條款的權益，則此日期為新聘用條款的生效日期。
(ii) 如屬其他情況，此日期為僱員受僱的首天，並毋須填寫第二條款。
- 註 4： (i) 如僱員在緊接簽訂本僱傭合約之前，已在第三條款指明的政府服務合約受聘於僱主，且簽訂本僱傭合約是由於僱員有權享有第二十六至二十八條款的權益，則必須填寫此條款，而應填寫的日期為，僱員之前就第三條款列明的政府服務合約而訂立的僱傭合約受僱的首天。僱員與僱主的受僱連續性，不得因而視為中斷。
(ii) 如屬其他情況，毋須填寫本條款。
- 註 5： 「區域」是指根據《2011 年地方選區（立法會）宣布令》而劃分的地區，但將離島區獨立於新界西；因此，有關分區是 6 區，分別為：香港島、九龍西、九龍東、新界西、新界東以及離島。而「區域」只可填寫其中一區並只限於第三條款中所指明的工作地點的所屬區域範圍。
- 註 6： 本僱傭合約第三條款只規定僱主可在本僱傭合約期內緊急或短暫及有限度調配僱員在本僱傭合約第三條款列明的區域內工作，並不適用於因本僱傭合約終止或本僱傭合約第三條款列明的政府服務合約屆滿而重新調配僱員到其他職位或工作地點的安排。這類安排，須經僱主及僱員雙方協議並符合《僱傭條例》的有關規定。
- 註 7： 僱主在有關政府服務合約內承諾僱員每天准予工作時數上限為_____小時。
- 註 8： 如僱員在用膳時間是處於《最低工資條例》工作時數所指的情況（當中包括按照僱傭合約、或在僱主同意或指示下而留駐僱傭地點當值，不論該僱員當時有否獲派工作），或僱員的用膳時間按照本僱傭合約或勞資雙方的協議屬於僱員的工作時數，則在計算最低工資時須包括該段時間。
- 註 9： (i) 本僱傭合約第七(甲)條款訂明的每月工資的工資率，須不低於僱主在有關政府服務合約內承諾的每月工資的工資率，或參照簽訂標準僱傭合約須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾的每月工資的工資率計算。
(ii) 本僱傭合約第七(甲)條款的每月工資的工資率是以每月最高正常工作日數加有薪休息日共 _____天及平均每日正常工作時數 _____小時為基數計算。如

根據本僱傭合約第四(乙)條款，僱員的用膳時間屬於工作時數，則在計算僱員每月工資時，上述平均每日正常工作時數須包括該段用膳時間。

(iii) 僱主在有關政府服務合約內承諾的每月工資港幣 _____ 元的工資率，是以每月 31 天（27 天正常工作日加 4 天有薪休息日）及平均每日正常工作時數 _____ 小時為基數計算。為免生疑問，根據本僱傭合約第五條款，僱員每 7 天可享有 1 天有薪休息日。

註 10： 本僱傭合約第七(乙)條款的超時工作工資率和休息日/休班日工作工資率，須不低於根據本僱傭合約第七(甲)條款所列的每月工資，以及僱員在該月正常工作日加有薪休息日的日數和註 9(ii)所列的平均每日正常工作時數所計算出的工資率的 100%。

註 11： 根據《最低工資條例》，僱員就某工資期應獲支付的最低工資，應相等於將他於該工資期的總工作時數（不足一小時亦須計算在內），乘以該條例所訂定的他的每小時最低工資額。於任何工資期內就某僱員的非工作時數而支付予該僱員的款項，不得算作為須就該工資期或任何其他工資期支付的工資的一部分。如就某工資期支付予某僱員的工資，少於他於該工資期的最低工資，則他有權就該工資期獲得額外報酬，款額為從該筆最低工資中，減去須就該工資期支付的工資後所得之數。

註 12： 僱員若受聘擔任保安工作，必須根據《保安及護衛服務條例》申領保安人員許可證。

註 13： (i) 如僱員在緊接簽訂本僱傭合約之前，已在第三條款列明的政府服務合約或根據附表定義的任何職位受聘於僱主，且簽訂本僱傭合約是由於僱員有權享有第二十六至二十八條款的權益，則試用期（如有）由第二條款指明受僱的首天或附表所有職位當中最早工作的一天（視乎何者適用而定）開始計算。

(ii) 如屬其他情況，則試用期（如有）由第一條款指明的僱傭合約生效日期開始計算。

註 14： 如僱員為僱主在同一區域內多於一份政府服務合約中工作，必須在本僱傭合約第二十四及二十五條款中填寫所有有關的採購部門之名稱。

註 15： 根據《僱傭條例》第 9 條，如有以下情況，僱主可無須給予通知或代通知金而即時解僱一名僱員：(i) 僱員在與其僱傭有關的事宜上，(a) 故意不服從合法而又合理的命令；(b) 行為不當，與正當及忠誠履行職責的原則不相符；(c) 犯有欺詐或不忠實行為；或 (d) 慣常疏忽職責；或(ii) 僱主因任何其他理由而有權根據普通法無須給予通知而終止合約。

註 16： 如因颱風引致「極端情況」，例如公共交通服務嚴重受阻、廣泛地區水浸、嚴重山泥傾瀉或大規模停電，政府會審視情況，並於 8 號風球改為 3 號風球前，決定是否發出「極端情況」公布。在「極端情況」公布發出後，除與僱主就「極端情況」下訂立有上班協定的僱員，其他僱員在 8 號風球取消後的兩小時，應留在原來的地點或安全地點。在「極端情況」生效期間，政府會審視情況及考慮會否延長「極端情況」。當「極端情況」取消，僱員應根據和僱主協定的安排上班。「極端情況」適用於全港。

適用於政府服務合約承辦商 與其僱員的標準僱傭合約 附表

(如僱員受聘為僱主在同一區域內(註 16)多於一份政府服務合約中工作，則須同時填寫此附表，

但毋須填寫標準僱傭合約第二、第三、第四、第七(乙)及第二十七(甲)條款。)

一、僱主按以下各表所列詳情聘用僱員在多於一份政府服務合約的職位(統稱「職位」)工作。在本僱傭合約期內，如有需要，僱主可緊急或短暫及有限度調配僱員在區域(註 16)內工作。(註 17)

二、僱員每星期工作_____天，每天工作時間根據僱主所投得的不同政府服務合約而定。有關政府服務合約之資料表列於下列各表內。僱員的實際每月工資需依據所工作的不同政府服務合約在下列各表內所列的每月工資按有關月份之正常工作日加有薪休息日的日數為基數計算。(如政府服務合約多於兩份，請在表(2)後繼續表列)：

表 (1)	(甲)	政府服務合約編號		採購部門	
		僱員在此政府服務合約下工作的首天(註 18)	____年____月____日	批出此政府服務合約的日期：	____年____月____日
		根據此政府服務合約，標準僱傭合約第二十六至二十八條款下的新權益 <u>適用/不適用*</u> 。			
		職位		工作地點	
		每天工作時數		每天准予工作時數上限	
	(乙)	每天工作時間	<input type="checkbox"/> 上/下午*____至上/下午*____及上/下午*____至上/下午*____。 <input type="checkbox"/> 分更制的 上/下午*____至上/下午*____及上/下午*____至上/下午*____； 上/下午*____至上/下午*____及上/下午*____至上/下午*____；或 上/下午*____至上/下午*____及上/下午*____至上/下午*____。 僱員的用膳時間由上/下午*____至上/下午*____ / 每日____小時/分鐘*。上述用膳時間(註 19)： <input type="checkbox"/> 屬於工作時數。用膳時間薪酬已包括在本表(丙)項所列的每月工資內。(註 20) <input type="checkbox"/> 不屬於工作時數。用膳時間薪酬為每天港幣____元，並為本表(丙)項所列的每月工資以外的額外薪酬。 <input type="checkbox"/> 不屬於工作時數及無薪。 在特殊情況下，因應有關採購部門的要求，僱主可將上述工作時間作出適當調動，但有關調動祇屬短暫性，亦不會影響僱員原本每天的工作時數。		

	(丙)	如根據本表(乙)項所訂的工作時間工作及每星期工作_____天，僱員應收取的每月工資為港幣_____元(但不包括超時工作工資)，該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第五條款所列的休息日工資。(註 20)
	(丁)	如需工作超逾本表(乙)項所列的每天工作時間或在休息日/休班日工作，則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日的工作時數所賺取的工資率的_____%(所填寫的數字必須不低於 100)。(註 21)

表 (2)	(甲)	政府服務合約編號		採購部門	
		僱員在此政府服務合約下工作的首天(註 18)	____年 ____月 ____日	批出此政府服務合約的日期：	____年 ____月 ____日
		根據此政府服務合約，標準僱傭合約第二十六至二十八條款下的新權益 <u>適用/不適用</u> *。			
		職位		工作地點	
		每天工作時數		每天准予工作時數上限	
	(乙)	每天工作時間	<input type="checkbox"/> 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。 <input type="checkbox"/> 分更制的 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____； 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____；或 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。 僱員的用膳時間由上/下午*_____至上/下午*_____ / 每日_____小時/分鐘*。上述用膳時間(註 19)： <input type="checkbox"/> 屬於工作時數。用膳時間薪酬已包括在本表(丙)項所列的每月工資內。(註 20) <input type="checkbox"/> 不屬於工作時數。用膳時間薪酬為每天港幣_____元，並為本表(丙)項所列的每月工資以外的額外薪酬。 <input type="checkbox"/> 不屬於工作時數及無薪。 在特殊情況下，因應有關採購部門的要求，僱主可將上述工作時間作出適當調動，但有關調動祇屬短暫性，亦不會影響僱員原本每天的工作時數。		
(丙)	如根據本表(乙)項所訂的工作時間工作及每星期工作_____天，僱員應收取的每月工資為港幣_____元(但不包括超時工作工資)，該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第五條款所列的休息日工資。(註 20)				
(丁)	如需工作超逾本表(乙)項所列的每天工作時間或在休息日/休班日工作，則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日的工作時數所賺取的工資率的_____%(所填寫的數字必須不低於 100)。(註 21)				

三、如僱員在僱主所投得的不同政府服務合約下工作：

☐ (甲) 僱員的法定利益如假日薪酬、年假薪酬和疾病津貼需依據《僱傭條例》的規定計

算。

如無法確定僱員應得的假日薪酬、年假薪酬、疾病津貼和其他法定利益的款額，則以本附表第二條款各表內所列的每月工資中最高的一個數額來計算。

(乙) 僱員的休息日工資須相等於僱員在該月的正常工作日所賺取的平均每日工資（但 ☐ 包括超時工作工資）。僱主最遲須於休息日後的第一個發薪日支付該等休息日工資給僱員。

(丙) 如僱員在一段期間未獲僱主提供工作，則僱員仍應收取相等於該僱員在整段未獲提供工作期間本應賺取的工資。

如無法確定僱員在整段未獲提供工作期間本應賺取的工資數目，則以本附表第二條款各表內所列的每月工資中最高的一個數額來計算。

- ☐ 僱主和僱員可選擇以不低於本附表第二條款各表內所列的每月工資中最高的工資率所釐訂的一個數額劃一計算該僱員的每月工資。如屬此情況，僱員根據本附表第二條款內所列的工作日數及有關政府服務合約所列的工作時間工作，應收取的每月工資為港幣 _____ 元（但不包括超時工作工資），該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第五條款所列的休息日工資。如僱員需工作超逾本附表第二條款各表內有關政府服務合約所列的每天工作時間或在休息日/休班日工作，則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日所賺取的工資率的 _____ % (所填寫的數字必須不低於 100)。(註 22)

如僱員受僱工作的政府服務合約有列明標準僱傭合約第二十六至二十八條款的新權益適用，則以下第四至六條款於 2019 年 4 月 1 日起生效。為免生疑問，如僱員為僱主在多於一個職位工作，以下第四至六條款的新權益只適用於有關政府服務合約有列明新權益適用的職位。

四、 如僱員為僱主在本僱傭合約下多於一個職位工作，僱員只需在緊接法定假日之前，已按連續性合約（所有職位包括在內）受僱滿1個月，便可獲發假日薪酬。為免生疑問，在緊接本僱傭合約生效日期前就任何職位的受僱期亦計算在內。僱主須根據《僱傭條例》的有關規定計算假日薪酬的款額，並最遲須於法定假日後的第一個發薪日支付假日薪酬給僱員。為免生疑問，本第四條款並不損害僱員根據《僱傭條例》享有假日薪酬的權益。

五、 如僱員為僱主在本僱傭合約下多於一個職位工作，而在僱員某天或某更份就某一職位的工作期間，曾懸掛 8 號或以上風球（不論懸掛時間的長短），僱員就該職位在那天或該更份應獲支付的工資，為其本應就該職位在那天或該更份的工作時數賺取的工資的 _____ % (所填寫的數字必須不低於 150)。僱員本應就該職位在那天或該更份的工作時數賺取的工資，包括僱員就該職位於那天或該更份的所有工作時數依其每月工資按比例計算的工資、根據附表第二或第三條款訂明百分比計算的超時工作工資（如適用）及根據附表第二條款應獲付的用膳時間薪酬（如適用）。

六、 (甲) 在某一職位屆滿或終止時（而終止的原因並非基於《僱傭條例》第 9 條(註 23)的理由而作出），如：

(i) 在緊接該職位屆滿或終止之前，僱員已在該職位受僱於僱主不少於 12 個月；及

(ii) 在緊接該職位屆滿或終止之前，僱員已按連續性合約（所有職位包括在內）受僱於僱主不少於 12 個月，

僱主須向僱員支付酬金。

為免生疑問，在釐定是否符合上述第六(甲)(i)或(ii)條款時，就該職位或任何職位在緊接本僱傭合約生效日期前的受僱期亦須分別計算在內。

- (乙) 如僱員根據上述第六(甲)條款就某一職位可獲發酬金，該筆酬金的款額相等於僱員就該職位在應計算酬金的期間內所賺取的總工資的 6%。應計算酬金的期間為僱員在緊接該職位屆滿或終止之前，按連續性合約（所有職位包括在內）受僱於僱主的一段連續期間，但該期間在任何情況下不得早於 2019 年 4 月 1 日開始。
- (丙) 該筆酬金是按僱員的服務年資支付的款項。如僱員根據《僱傭條例》應獲付遣散費或長期服務金，僱主須在支付遣散費或長期服務金（按情況而定）前先支付酬金，並可按照《僱傭條例》從任何根據該條例須付予僱員的遣散費或長期服務金中，扣除已支付予僱員的酬金的款額。可扣除的款額，以該筆酬金與須付遣散費或長期服務金基於相同部份的服務年期所計算的款額為限。僱主只可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中，扣除須付的遣散費或長期服務金的餘額。

僱員簽名

僱主或僱主代表簽名

姓名：

姓名：

香港身份證號碼：

職位：

簽署日期：

簽署日期：

公司印鑑

* 請刪去不適用者

☐ 請於適當方格劃上“✓”號

附註

註 16：「區域」是指根據《2011 年地方選區（立法會）宣布令》而劃分的地區，但將離島區獨立於新界西；因此，有關分區是 6 區，分別為：香港島、九龍西、九龍東、新界西、新界東以及離島。而「區域」只可填寫其中一區並只限於本附表第一條款中所指明的工作地點的所屬區域範圍。

註 17：本附表第一條款只規定僱主可在本僱傭合約期內緊急或短暫及有限度調配僱員在本附表第一條款列明的區域內工作，並不適用於因本僱傭合約終止或本附表第二條款各表內列明的政府服務合約屆滿而重新調配僱員到其他職位或工作地點的安排。這類安排，須經僱主及僱員雙方協議並符合《僱傭條例》的有關規定。

註 18：如僱員在緊接簽訂本僱傭合約之前，已在某一職位受聘於僱主，且簽訂本僱傭合約是由於僱員有權享有第二十六至二十八條款的權益，則應填寫的日期為，僱員在之前的僱傭合約就該政府服務合約受僱的首天。僱員與僱主的受僱連續性，不得因而視為中斷。

註 19：如僱員在用膳時間是處於《最低工資條例》工作時數所指的情況（當中包括按照僱傭合約、或

在僱主同意或指示下而留駐僱傭地點當值，不論該僱員當時有否獲派工作），或僱員的用膳時間按照僱傭合約或勞資雙方的協議屬於僱員的工作時數，則在計算最低工資時須包括該段時間。

- 註 20：(i) 本附表第二條款各表內的每月工資的工資率，須不低於僱主在有關政府服務合約內承諾的每月工資的工資率，或參照簽訂標準僱傭合約須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾的每月工資的工資率計算。
- (ii) 本附表第二條款各表內每月工資的工資率是以下列每月最高正常工作日加有薪休息日的日數及平均每日正常工作時數為基數計算。如根據本附表第二條款所表列，僱員的用膳時間屬於僱員的工作時數，在計算僱員每月工資時，僱員的平均每日正常工作時數須包括該段用膳時間。

	表(1)	表(2)
每月最高正常工作日加有薪休息日的日數	天	天
平均每日正常工作時數	小時	小時

- (iii) 僱主在本附表第二條款各表所列的有關政府服務合約內承諾的每月工資的工資率是以每月 31 天（27 天正常工作日加 4 天有薪休息日）及以下平均每日正常工作時數為基數計算：

	表(1)	表(2)
政府服務合約內承諾的每月工資	港幣 元	港幣 元
平均每日正常工作時數	小時	小時

為免生疑問，根據本標準僱傭合約第五條款，僱員每 7 天可享有 1 天有薪休息日。

- 註 21：本附表第二條款各表內所列的超時工作工資率和休息日/休班日工作工資率，須不低於根據本附表第二條款各表內(丙)項所列的每月工資及註 20(ii)所列的有關每月正常工作日加有薪休息日的日數及平均每日正常工作時數所計算出的有關工資率的 100%。
- 註 22：該超時工作工資率和休息日/休班日工作工資率，須不低於根據本附表第三條款第二個方格中所選擇的劃一每月工資，以及僱員在該月正常工作日加有薪休息日的日數和平均每日正常工作時數所計算出的工資率的 100%。
- 註 23：根據《僱傭條例》第 9 條，如有以下情況，僱主可無須給予通知或代通知金而即時解僱一名僱員：(i)僱員在與其僱傭有關的事宜上，(a)故意不服從合法而又合理的命令；(b)行為不當，與正當及忠誠履行職責的原則不相符；(c)犯有欺詐或不忠實行為；或(d)慣常疏忽職責；或(ii)僱主因任何其他理由而有權根據普通法無須給予通知而終止合約。

適用於政府服務合約承辦商 與其僱員簽訂標準僱傭合約須知

本須知旨在說明填寫標準僱傭合約及其附表時應注意的要點。在簽署標準僱傭合約之前，僱主及僱員應細閱標準僱傭合約內容及本須知，確保雙方明白所有內容。就有關僱員的法定權益及福利，僱主及僱員可參閱《僱傭條例》（第 57 章）。請注意，《僱傭條例》只訂明僱傭條款的最低標準，僱傭雙方可訂立比《僱傭條例》為佳的條款。僱主及僱員亦可參閱勞工處出版的《僱傭條例簡明指南》。

填寫標準僱傭合約及附表必須注意事項

二、 僱主在有關政府服務合約內承諾每月工資的工資率須不低於以每月最高正常工作日加每月有薪休息日的日數（即 27 天正常工作日加 4 天有薪休息日）及平均每日正常工作時數為基數，乘以根據《最低工資條例》訂明每小時最低工資額而得出的款額（下稱「法定最低工資加有薪休息日的工資率」）。此外，日後如有關工資水平由於《最低工資條例》規定的每小時最低工資額作出修訂而有所調整，僱員的工資亦須不低於調整後的工資水平。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾每月工資的工資率計算。有關根據《最低工資條例》訂明每小時最低工資額，請參閱《最低工資條例》附表 3。為免生疑問，根據本僱傭合約第五條款，僱員每 7 天可享有 1 天有薪休息日。

三、 在釐訂僱員的每月工資及計算其缺勤工資、由於法定最低工資額作出修訂而須調整僱員的每月工資、計算僱員的超時工作工資及休息日/休班日/在 8 號或以上風球下工作工資、酬金，以及法定利益時，僱傭雙方可參考本須知最後部分所列舉的例子。

四、 如僱員只限於在同一份政府服務合約中工作，則必須填寫標準僱傭合約第二（如適用）、第三、第四、第七(乙)及第二十七(甲)條款有關受僱的首天、工作地點、工作時間及超時工作工資率和休息日/休班日/在 8 號或以上風球下工作工資率，而毋須填寫附表。但如該僱員為僱主在同一區域內多於一份政府服務合約中工作，則必須填寫附表，但毋須填寫標準僱傭合約第二、第三、第四、第七(乙)及第二十七(甲)條款。已填寫的附表乃屬標準僱傭合約的一部份。

五、 填寫標準僱傭合約第四條款關於僱員的工作時間時，僱主須同時填寫註 7 關於僱員的每天准予工作時數上限。該工作時數上限必須與有關政府服務合約內所載的相關資料相同。

六、 填寫標準僱傭合約第七(甲)條款有關僱員的每月工資時，該每月工資的工資率須不低於僱主在有關政府服務合約內承諾每月工資的工資率，或參照本須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。此外，僱主須同時填寫註 9(ii)關於標準僱傭合約第七(甲)條款，及註 9(iii)每月工資的工資率所對應的僱員最高每月正常工作日加休息日的日數及平均每日正常工作時數的資料，以及僱主在有關政府服務合約內承諾每月工資的資料（有關資料必須與政府服務合約內所載的相關資料相同）。僱主在填寫註 9(ii)時須以一個月 31 天，最高正常工作日日數加每七天有一天有薪休息日計算，計算方法為：（每星期正常工作日日數+ 1 日有薪休息日）x 4（星期）+ 餘下星期的最高正常工作日日數/有薪休息日日數。餘下星期的最高正常工作日日數/有薪休息日日數相等於每星期正常工作日日數+ 1 日有薪休息日或 3 天，以較低者為準。[參考例一及例二]

七、 填寫僱員每月工資時，如僱員為僱主在同一區域內多於一份政府服務合約中工作，則只須在標準僱傭合約第七(甲)條款第二個方格內填上“✓”號，並於附表內填上有關政府服務合約編號、工作地點、工作時間和每月工資等資料。在計算僱員的每月工資時須參照上述第六段。如僱員在僱主所投得的不同政府服務合約下工作，其實際每月工資需依據所工作的不同政府服務合約在附表第二條款各表內所列的每月工資按有關月份之正常工作日日數加有薪休息日日數為基數計算。如日後附表內的政府服務合約（包括標準僱傭合約第二十六至二十八條款下新權益適用的政府服務合約）的數目有所變更，僱主必須遵行標準僱傭合約第二十三條款的規定，對附表作出相應修訂。

八、 為免混淆，本標準僱傭合約中所指的「每月工資」，並不包括超時工作工資及各樣津貼。除根據《僱傭條例》和《強制性公積金計劃條例》（第 485 章）的規定而扣減的工資外，僱主須支付不低於僱傭合約上所列的每月工資，亦不可將每月工資分拆為不同項目，但可在每月工資以外加其他工資項目。（例如，僱員的每月工資為港幣 10,000 元，僱主另加津貼港幣 500 元，僱員之每月工資總數應為港幣 10,500 元。）僱員的每月工資及其他收入不得標籤為房屋津貼。

九、 根據標準僱傭合約聘請的僱員是按月計薪的，在計算僱員的缺勤工資、超時工作工資及休息日/休班日/在 8 號或以上風球下工作工資時，應以有關月份的正常工作日日數加有薪休息日的日數為基數計算 [參考例三至例五]。在計算僱員的法定利益如假日薪酬、年假薪酬、疾病津貼、產假薪酬和侍產假薪酬時，應以《僱傭條例》的規定來計算。[參考例八至例十二]

十、 填寫附表第二條款各表內有關僱員在不同政府服務合約中工作應收取的每月工資時，該每月工資的工資率須不低於僱主在有關政府服務合約內承諾的每月工資的工資率或參照本須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。此外，僱主須同時填寫註 20 關於附表第二條款各表內每月工資的工資率所對應的每月最高正常工作日日數加有薪休息日的日數及平均每日正常工作時數的資料，以及僱主在有關政府服務合約內承諾每月工資的資料（有關資料必須與政府服務合約內所載的相關資料相同）。

十一、 如僱員為僱主在多於一份政府服務合約中工作，其休息日工資須相等於根據該僱員在正常工作日日工作所賺取的平均每日工資（不包括超時工作工資）。[參考例六]

十二、 有關附表第三條款第二個方格釐訂僱員為僱主在多於一份政府服務合約中工作的每月工資，僱主和僱員可選擇以不低於附表第二條款各表內所列的每月工資中最高的工資率所釐訂的一個數額劃一計算該僱員的每月工資。如僱員需工作超逾附表第二條款各表內有關政府服務合約所列的每天工作時間或在休息日/休班日工作，僱員應獲取超時工作工資或休息日/休班日工作工資，有關的工資率須不低於根據所選擇的劃一每月工資及在該月的正常工作日日數加有薪休息日的日數及平均每日正常工作時數所計算出的有關工資率。[參考例七]

十三、 如僱員根據標準僱傭合約應獲付酬金，該筆酬金的款額相等於僱員在有關受僱期（詳列於標準僱傭合約第二十八(乙)條款）內所賺取的總工資的 6%。總工資為僱員根據標準僱傭合約第七條款賺取的所有款項，加上在有關受僱期內應付予僱員的假日薪酬、年假薪酬、疾病津貼和其他法定利益。為免生疑問，在計算酬金時，須剔除與終止僱傭合約有關的款項（包括根據《僱傭條例》須支付的遣散費或長期服務金）。[參考例十三]

十四、 如僱員為僱主在多於一個職位工作，並在標準僱傭合約下的某一職位屆滿或終止時應獲付酬金，該筆應付的酬金的款額相等於僱員在有關受僱期（詳列於附表第六(乙)條款）內就該職位所賺取的總工資的 6%。總工資相等於僱員在該職位工作時數所賺取的工資，加上其他與該職位相關的僱傭利益。該等僱傭利益按照在該職位工作

時數所賺取的工資相對於在所有職位工作時數所賺取的工資的比例計算。為免生疑問，在計算酬金時，須剔除與終止僱傭合約有關的款項（包括根據《僱傭條例》須支付的遣散費或長期服務金）。[參考例十四及例十五中關於僱傭利益的例子]

十五、 如僱員根據《僱傭條例》應獲付遣散費或長期服務金，僱主須在支付遣散費或長期服務金（按情況而定）前先支付酬金，並可按照《僱傭條例》從任何根據該條例須付予僱員的遣散費或長期服務金中，扣除已支付予僱員的酬金的款額。可扣除的款額，以該筆酬金與須付遣散費或長期服務金基於相同部份的服務年期所計算的款額為限。僱主只可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中，扣除須付的遣散費或長期服務金的餘額。[參考例十六]

十六、 僱員無論在任何情況下休假或缺勤，僱主必須作出適當人手安排及支付工資予替工，而不應要求僱員自行聘用替工，或要求僱員支付替工工資。

十七、 關於僱用條件的詳情，僱主及僱員應查閱僱傭合約及《僱傭條例》。任何僱傭合約的條款，如有終止或減少《僱傭條例》所賦予僱員的權利、利益或保障的含意，即屬無效。

強積金供款

十八、 僱主必須安排年齡介乎 18 至 65 歲及受僱滿 60 日的僱員成為強積金計劃成員及用本身的資金每月為僱員供款。詳情請參閱《強制性公積金計劃條例》。

具體例子

十九、 為方便僱主計算僱員的每月工資、缺勤工資、超時工作工資、休息日/休班日/在 8 號或以上風球下工作工資、酬金及法定利益等，現列舉下列例子，以供參考。

每月工資的釐訂

例一 如根據有關政府服務合約，僱主承諾清潔員的每月工資為\$9,920.0 [以每月正常工作日加有薪休息日的日數為 31 天及平均每日正常工作時數 8 小時為基數計算]。若清潔員根據標準僱傭合約第四條款：

- 每星期工作 6 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **31 天**
〔 6(天) + 1(天) 〕 x 4 + 3 天正常工作日/有薪休息日 = 31 天
該僱員應收取的每月工資應不低於**\$9,920.0**；
- 每星期工作 5.5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **29 天**
〔 5.5(天) + 1(天) 〕 x 4 + 3 天正常工作日/有薪休息日 = 29 天
該僱員應收取的每月工資應不低於**\$9,280.0**
〔 \$9,920.0 ÷ 31(天) x 29(天) = \$9,280.0 〕 ；
- 每星期工作 5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **27 天**
〔 5(天) + 1(天) 〕 x 4 + 3 天正常工作日/有薪休息日 = 27 天
該僱員應收取的每月工資應不低於**\$8,640.0**
〔 \$9,920.0 ÷ 31(天) x 27(天) = \$8,640.0 〕 ；

- 每星期工作 6 天，每天工作時數為 6 小時，則該僱員應收取的每月工資應不低於**\$7,440.0**
〔 $\$9,920.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$7,440.0$ 〕；或
- 每星期工作 6 天，每天工作時數為 8 小時，另有 1 小時屬於工作時數的有薪用膳時間，則該僱員應收取的每月工資應不低於**\$11,160.0**
〔 $\$9,920.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$11,160.0$ 〕。

由於法定最低工資額有所修訂而須調整僱員的每月工資

例二 如根據有關政府服務合約，僱主承諾清潔員的每月工資為\$8,556.0 [以每月正常工作日加有薪休息日的日數為 31 天及平均每日正常工作時數 8 小時為基數計算]。參照本須知第二段所述，由於每小時最低工資額由\$34.5 修訂至\$37.5，該僱員的工資水平應調整為\$9,300.0($\$37.5 \times 31(\text{天}) \times 8(\text{小時}) = \$9,300.0$)。根據標準僱傭合約第四條款及註 9(i)，若清潔員：

- 每星期工作 6 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **31 天**
〔 $6(\text{天}) + 1(\text{天})$ 〕 $\times 4 + 3$ 天正常工作日/有薪休息日 = 31 天
該僱員應收取的每月工資應不低於**\$9,300.0**；
- 每星期工作 5.5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **29 天**
〔 $5.5(\text{天}) + 1(\text{天})$ 〕 $\times 4 + 3$ 天正常工作日/有薪休息日 = 29 天
該僱員應收取的每月工資應不低於**\$8,700.0**
〔 $\$9,300.0 \div 31(\text{天}) \times 29(\text{天}) = \$8,700.0$ 〕；
- 每星期工作 5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **27 天**
〔 $5(\text{天}) + 1(\text{天})$ 〕 $\times 4 + 3$ 天正常工作日/有薪休息日 = 27 天
該僱員應收取的每月工資應不低於**\$8,100.0**
〔 $\$9,300.0 \div 31(\text{天}) \times 27(\text{天}) = \$8,100.0$ 〕；
- 每星期工作 6 天，每天工作時數為 6 小時，則該僱員應收取的每月工資應不低於**\$6,975.0**
〔 $\$9,300.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$6,975.0$ 〕；或
- 每星期工作 6 天，每天工作時數為 8 小時，另有 1 小時屬於工作時數的有薪用膳時間，則僱員應收取的每月工資應不低於**\$10,462.5**
〔 $\$9,300.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$10,462.5$ 〕。

缺勤工資的計算方法

例三 在計算僱員的缺勤工資時，應以有關月份的正常工作日加有薪休息日的日數為基數計算：

- (1) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休息日以外的休班日，而根據標準僱傭合約第七(甲)條款的每月工資為\$9,920.0，則該僱員：
 - 於二月缺勤 1 天，而二月的曆日日數為 28 天，則應扣除的缺勤工資為**\$354.3** 〔 $\$9,920.0 \div 28(\text{天}) = \354.3 〕；
 - 於三月缺勤 1 天，而三月的曆日日數為 31 天，則應扣除的缺勤工資為**\$320.0** 〔 $\$9,920.0 \div 31(\text{天}) = \320.0 〕；或
 - 於四月缺勤 1 天，而四月的曆日日數為 30 天，則應扣除的缺勤工資為

\$330.7 [$\$9,920.0 \div 30(\text{天}) = \330.7]。

- (2) 如僱員每星期工作 5 天，每天工作時數為 8 小時，除了休息日以外，每星期有 1 天休班日，而根據標準僱傭合約第七(甲)條款的每月工資為 \$8,640.0，則該僱員：
- 於二月缺勤 1 天，而二月的曆日日數為 28 天及有 4 天休班日，則應扣除的缺勤工資為 **\$360.0**
[$\$8,640.0 \div (28 - 4(\text{天})) = \360.0]；
 - 於三月缺勤 1 天，而三月的曆日日數為 31 天及 4 天休班日，則應扣除的缺勤工資為 **\$320.0**
[$\$8,640.0 \div (31 - 4(\text{天})) = \320.0]；或
 - 於四月缺勤 1 天，而四月的曆日日數為 30 天及有 4 天休班日，則應扣除的缺勤工資為 **\$332.3**
[$\$8,640.0 \div (30 - 4(\text{天})) = \332.3]。
- (3) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休息日以外的休班日，而根據標準僱傭合約第七(甲)條款的每月工資為 \$9,920.0，如該僱員在三月份放取了 5 天有薪年假，而三月的曆日日數為 31 天，於三月缺勤 1 天，則應扣除的缺勤工資為 **\$320.0**
[$\$9,920.0 \div 31(\text{天})^{\#} = \320.0]。
- ([#]在計算三月份缺勤工資時，僱員的正常工作日(包括於正常工作日放取的 5 天有薪年假)加有薪休息日的日數為 31 天。)

超時工作及休息日/休班日工作工資的計算方法

- 例四 (1) 如僱員每星期工作 6 天，每天工作 8 小時及沒有休息日以外的休班日，而根據標準僱傭合約第七(甲)條款的每月工資為 \$9,920.0，
- 該僱員在二月份(二月的曆日日數為 28 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$354.3** [$\$9,920.0 \div 28(\text{天}) = \354.3]；以及
 - 每小時：**\$44.3** [$\$9,920.0 \div 28(\text{天}) \div 8(\text{小時}) = \44.3]；
 - 該僱員在三月份(三月的曆日日數為 31 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$320.0** [$\$9,920.0 \div 31(\text{天}) = \320.0]；以及
 - 每小時：**\$40.0** [$\$9,920.0 \div 31(\text{天}) \div 8(\text{小時}) = \40.0]；或
 - 該僱員在四月份(四月的曆日日數為 30 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$330.7** [$\$9,920.0 \div 30(\text{天}) = \330.7]；以及
 - 每小時：**\$41.3** [$\$9,920.0 \div 30(\text{天}) \div 8(\text{小時}) = \41.3]。
- (2) 如僱員每星期工作 5 天，每天工作 8 小時，除了休息日以外，每星期有 1 天休班日，而根據標準僱傭合約第七(甲)條款的每月工資為 \$8,640.0，
- 該僱員在二月份(二月的曆日日數為 28 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$360.0** [$\$8,640.0 \div [28 - 4(\text{天})] = \360.0]；以及
 - 每小時：**\$45.0** [$\$8,640.0 \div [28 - 4(\text{天})] \div 8(\text{小時}) = \45.0]；

- 該僱員在三月份(三月的曆日日數為 31 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$320.0** { $\$8,640.0 \div [31 - 4(\text{天})] = \320.0 }；以及
 - 每小時：**\$40.0** { $\$8,640.0 \div [31 - 4(\text{天})] \div 8(\text{小時}) = \40.0 }；或
 - 該僱員在四月份(四月的曆日日數為 30 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$332.3** { $\$8,640.0 \div [30 - 4(\text{天})] = \332.3 }；以及
 - 每小時：**\$41.5** { $\$8,640.0 \div [30 - 4(\text{天})] \div 8(\text{小時}) = \41.5 }。
- (3) 如僱員每星期工作 6 天，每天工作 8 小時，並沒有休息日以外的休班日，而根據標準僱傭合約第七(甲)條款的每月工資為 \$9,920.0，如該僱員在一月份放取了 1 天法定假日，而一月的曆日日數為 31 天，其在一月份的超時工作及休息日/休班日工作的工資率須不低於：
- 每天：**\$320.0** [$\$9,920.0 \div 31(\text{天})^{\#} = \320.0]；以及
 - 每小時：**\$40.0** [$\$9,920.0 \div 31(\text{天})^{\#} \div 8(\text{小時}) = \40.0]。

([#]在計算一月份超時工作工資及休息日/休班日工作工資時，僱員的正常工作日(包括於正常工作日放取的法定假日)加有薪休息日的日數為 31 天。)

在 8 號或以上風球下工作工資的計算方法

例五 在僱員某天或更份的工作期間曾懸掛 8 號或以上風球，應獲付不低於其本應在該天或該更份的工作時數依其每月工資按比例計算的工資的 150%。

- (1) 如僱員每星期工作 6 天，沒有休息日以外的休班日，每天或每更份工作 8 小時，而根據標準僱傭合約第七(甲)條款的每月工資為 \$9,920.0。如 8 號風球曾在僱員某天或某更份工作 8 小時內的任何時間懸掛，則僱員該天或更份的工資：
- 在二月份(二月的曆日日數為 28 天)須不低於：
 - **\$531.4** [$\$9,920.0 \div 28(\text{天}) \times 150\% = \531.4]
 - 在六月份(六月的曆日日數為 30 天)須不低於：
 - **\$496.0** [$\$9,920.0 \div 30(\text{天}) \times 150\% = \496.0]
 - 在七月份(七月的曆日日數為 31 天)須不低於：
 - **\$480.0** [$\$9,920.0 \div 31(\text{天}) \times 150\% = \480.0]
- (2) 如僱員每星期工作 6 天，沒有休息日以外的休班日，每天工作 8 小時(由早上 8 時至下午 5 時，期間 1 小時用膳時間，該用膳時間不屬於工作時數但根據標準僱傭合約第四(乙)條款的用膳時間薪酬為每天 \$50 元)。根據標準僱傭合約第七(甲)條款的每月工資為 \$9,920.0，而根據第七(乙)條款超時工作工資率為僱員在正常工作日的工作時數所賺取的工資率的 150%。僱員於六月份某一正常工作日根據上述時間工作 8 小時，另執行了一小時超時工作(即於下午 6 時下班)。8 號風球在當天零晨 1 時至早上 11 時懸掛。
- 該僱員在六月份(六月的曆日日數為 30 天)在該天或該更份的工資須不低於：
 - **\$664.0** [$[\$9,920.0 \div 30(\text{天})] + [\$9,920.0 \div 30(\text{天}) \div 8(\text{小時}) \times 150\%] + \$50 \times 150\% = \$664.0$]

僱員為僱主在兩份或以上政府服務合約中工作的休息日工資及月薪的計算方法

例六 (1) 如僱員需於兩份政府服務合約工作，而在附表第二條款各表所載的每月工資分別為 \$9,920.0 [表(1)]和\$10,168.0[表(2)]，該僱員每星期需工作 6 天，每天工作 8 小時及每 7 天有 1 天有薪休息日，

- 如該僱員在一個有 30 天的月份內享有 4 天有薪休息日，僱員為表(1)的合約工作 10 天及為表(2)的合約工作 16 天，
 - 僱員 26 天工作的工資為**\$8,729.6**
〔 \$9,920.0÷30(天)x 10(天) + \$10,168.0÷30(天)x 16(天) = \$8,729.6 〕 ；
 - 僱員的休息日工資應不低於每天**\$335.8**
〔 \$8,729.6÷26(天) = \$335.8 〕 ；以及
 - 僱員在該月的工資應不低於**\$10,072.8**
〔 \$8,729.6 + \$335.8 x 4(天) = \$10,072.8 〕 。
- 如該僱員在一個有 31 天的月份內享有 5 天有薪休息日，僱員為表(1)的合約工作 14 天及為表(2)的合約工作 12 天，
 - 僱員 26 天工作的工資為**\$8,416.0**
〔 \$9,920.0÷31(天)x 14(天) + \$10,168.0÷31(天)x 12(天) = \$8,416.0 〕 ；
 - 僱員的休息日工資應不少於每天**\$323.7**
〔 \$8,416.0÷26(天) = \$323.7 〕 ；以及
 - 僱員在該月的工資應不少於**\$10,034.5**
〔 \$8,416.0 + [\$323.7x 5(天)] = \$10,034.5 〕 。

(2) 如僱員需於兩份政府服務合約工作，而在附表第二條款各表所載的每月工資分別為\$8,640.0[表(1)]和\$8,856.0[表(2)]，該僱員每星期需工作 5 天，每天工作 8 小時及每 7 天有 1 天有薪休息日，

- 如該僱員在一個有 30 天的月份內享有 4 天有薪休息日及 4 天無薪休班日，僱員為表(1)的合約工作 10 天及為表(2)的合約工作 12 天，
 - 僱員 22 天工作的工資為**\$7,410.5**
{ \$8,640.0÷ [30-4(天)] x 10(天) + \$8,856.0÷ [30-4(天)] x 12(天) = \$7,410.5 } ；
 - 僱員的休息日工資應不低於每天**\$336.8**
〔 \$7,410.5÷22(天) = \$336.8 〕 ；以及
 - 僱員在該月的工資應不低於**\$8,757.7**
{ \$7,410.5+ [\$336.8 x 4(天)] = \$8,757.7 } 。
- 如該僱員在一個有 31 天的月份內享有 5 天有薪休息日及 4 天無薪休班日，僱員為表(1)的合約工作 11 天及為表(2)的合約工作 11 天，
 - 僱員 22 天工作的工資為**\$7,128.0**
{ \$8,640.0÷ [31- 4 (天)] x 11(天) + \$8,856.0÷ [31- 4 (天)] x 11(天) = \$7,128.0 } ；
 - 僱員的休息日工資應不低於每天**\$324.0**
〔 \$7,128.0÷22(天) = \$324.0 〕 ；以及
 - 僱員在該月的工資應不低於**\$8,748.0**
{ \$7,128.0 + [\$324.0 x 5(天)] = \$8,748.0 } 。

僱員為僱主在兩份或以上政府服務合約工作的劃一每月工資、超時工作和休息日/休班日工作工資的計算方法

例七 僱員需於兩份政府服務合約工作，而僱主和僱員可同意選擇以不低於附表第二條款各表所列的每月工資中最高的工資率所釐訂的一個數額劃一計算該僱員的每月工資、超時工作和休息日/休班日工作的工資。如該僱員每星期需工作 6 天及：

(1) 如在附表第二條款各表所列的每月工資分別為：

- \$9,920.0{每星期工作 6 天及每天工作 8 小時[表(1)]}；以及
- \$10,168.0{每星期工作 6 天及每天工作 8 小時[表(2)]}；

所選擇的劃一每月工資須不低於**\$10,168.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$10,168.0**為基數計算。

(2) 如在附表第二條款各表所列的每月工資分別為：

- \$8,640.0{每星期工作 5 天及每天工作 8 小時[表(1)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$9,920.0
[$\$8,640.0 \div 27(\text{天}) \times 31(\text{天}) = \$9,920.0$]；以及
- \$9,512.0{每星期工作 5.5 天及每天工作 8 小時[表(2)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$10,168.0
[$\$9,512.0 \div 29(\text{天}) \times 31(\text{天}) = \$10,168.0$]；

所選擇的劃一每月工資須不低於**\$10,168.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$10,168.0**為基數計算。

(3) 如在附表第二條款各表所列的每月工資分別為：

- \$8,640.0{每星期工作 5 天及每天工作 8 小時[表(1)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$9,920.0
[$\$8,640.0 \div 27(\text{天}) \times 31(\text{天}) = \$9,920.0$]；以及
- \$6,642.0{每星期工作 5 天及每天工作 6 小時[表(2)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$10,168.0
[$\$6,642.0 \div 27(\text{天}) \times 31(\text{天}) \div 6(\text{小時}) \times 8(\text{小時}) = \$10,168.0$]；

所選擇的劃一每月工資須不低於**\$10,168.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$10,168.0**為基數計算。

假日薪酬的計算方法

例八 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第七(甲)條款的每月工資為\$9,920.0，該僱員的假日薪酬(根據《僱傭條例》)應為：

- 在緊接該假日前 12 個月內所賺取的薪酬：\$118,720.0，包括工作 301 天、52 天有薪休息日及 11 天有薪法定假日(其間沒有加班工作)
- 在該 12 個月期間放取而獲付少於全部工資的假期：1 天無薪法定假日(受僱期首個月內的法定假日無薪)
- 須剔除的期間及款額：1 天無薪法定假日(由於該 1 天為無薪法定假日，故須剔除的款額為「\$0」)
- 假日薪酬的款額： $[(\$118,720.0 - \$0) \div (365 - 1)(\text{天})] = \326.2 。

年假薪酬的計算方法

例九 如僱員每星期工作 5.5 天，每天工作 8 小時，根據標準僱傭合約第七(甲)條款的每月工資為\$9,280.0，5 天的年假薪酬(根據《僱傭條例》)應為：

- 在緊接該假期前 12 個月內所賺取的薪酬：\$111,360.0，包括工作 275 天及以下假期(其間沒有加班工作)：
 - 52 天有薪休息日
 - 12 天有薪法定假日
 - 26 天無薪休班日
- 須剔除的期間及款額：26 天無薪休班日(因該 26 天休班日為無薪，故須剔除的款額為「\$0」)
- 5 天的年假薪酬： $[(\$111,360.0 - \$0) \div (365 - 26) (\text{天}) \times 5(\text{天})] = \$1,642.5$ 。

例十 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第七(甲)條款的每月工資為\$9,920.0，5 天的年假薪酬(根據《僱傭條例》)應為：

- 在緊接該假期前 12 個月內所賺取的薪酬：\$146,040.0，包括
 - 工作 301 天、52 天有薪休息日及 12 天有薪法定假日共\$119,040.0
 - 加班費\$27,000.0 (該僱員的過去 12 個月內平均款額不低於僱員在同期的平均月薪的 20%)
- 須剔除的期間及款額：因為僱員在該 12 個月內沒有因放取假期而獲支付少於全部工資，故須剔除的期間及款額均為「0」
- 5 天年假薪酬： $[(\$146,040.0 - \$0) \div (365 - 0) (\text{天}) \times 5(\text{天})] = \$2,000.5$ 。

疾病津貼的計算方法

例十一 如僱員每星期工作 5 天，每天工作 8 小時，根據標準僱傭合約第七(甲)條款的每月工資為\$8,640.0，而該僱員獲連續 4 天病假，該 4 天的疾病津貼(根據《僱傭條例》)應為：

- 在緊接病假首天前 12 個月內所賺取的薪酬：\$103,040.0，包括工作 240 天及以下假期(其間沒有加班工作)：
 - 52 天有薪休息日
 - 12 天有薪法定假日
 - 7 天有薪年假
 - 52 天無薪休班日
 - 5 月份 1 天無薪假(在僱主同意下放取的假期)
 - 7 月份 1 天無薪假(在僱主同意下放取的假期)
- 須剔除的期間及款額：52 天無薪休班日及 2 天無薪假(由於該 54 天為無薪假，故須剔除的款額為「\$0」)
- 4 天的疾病津貼：

$$[(\$103,040.0 - \$0) \div (365 - 54) (\text{天})] \times 4(\text{天}) \times 4/5 = \$1,060.2$$
。

代通知金的計算方法

例十二 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第七(甲)條款的每月工資為\$9,920.0。標準僱傭合約第十九條款列明，僱傭雙方並無試用期，通知期為 7 天，或相等的代通知金。如僱主終止僱員的合約，該僱員的代通知金應為：

- 緊接通知日期前 12 個月所賺取的薪酬：\$119,040.0，包括工作 301 天、52 天有薪休息日及 12 天有薪法定假日(其間沒有加班工作)
- 須剔除的期間及款額：因為僱員在該 12 個月內沒有因放取假期而獲支付少於全部工資，故須剔除的期間及款額均為「0」

- 7 天代通知金金額： $[(\$119,040.0 - \$0) \div (365 - 0) (\text{天})] \times 7 (\text{天}) = \$2,283.0$ 。

僱員為僱主在一份政府服務合約工作，在該服務合約屆滿時應獲付酬金的計算方法

例十三 在有關的政府服務合約屆滿時，僱員已在該合約下工作 12 個月。其間僱員的總工資為 \$126,289.0。

- 應支付的酬金為 \$7,577.3 $[\$126,289.0 \times 6\% = \$7,577.3]$ 。

僱員為僱主在兩個職位工作，在其中一個職位屆滿時應獲付酬金的計算方法

例十四 僱員於兩份政府服務合約下的兩個職位工作。於附表第二條款[表(1)]的職位屆滿時，僱員在該職位已工作 24 個月，其間僱員的總工資為 \$259,825.0，包括在[表(1)]的職位及[表(2)]的職位分別就工作時數所賺取的工資為 \$78,080.0 及 \$131,174.0，以及其他僱傭利益總額(例如：休息日薪酬、年假薪酬、假日薪酬及疾病津貼等)為 \$50,571.0。

- 在表(1)的職位及表(2)的職位，就工作時數所賺取的工資總額為 \$209,254.0 $[\$78,080.0 + \$131,174.0 = \$209,254.0]$ ；
- 在表(1)的職位，賺取的總工資為 \$96,949.8 $[\$78,080.0 + \$50,571.0 \times (\$78,080.0 \div \$209,254.0) = \$96,949.8]$ ；
- 就表(1)的職位，應支付的酬金為 \$5,817.0 $[\$96,949.8 \times 6\% = \$5,817.0]$ 。

例十五 僱員在[表(1)]的職位屆滿後，繼續在[表(2)]的職位工作，並同時被安排在另一職位[表(3)]工作。於[表(2)]的職位屆滿時，僱員在該職位已工作 36 個月。正如例十四所示，僱員首 24 個月在[表(1)]及[表(2)]的職位下的總工資為 \$259,825.0，包括在[表(1)]的職位及[表(2)]的職位分別就工作時數所賺取的工資為 \$78,080.0 及 \$131,174.0，以及其他僱傭利益總額(例如：休息日薪酬、年假薪酬、假日薪酬及疾病津貼等)為 \$50,571.0。隨後 12 個月的總工資為 \$134,410.0，包括在[表(2)]及[表(3)]的職位分別就工作時數所賺取的工資為 \$65,587.0 及 \$41,968.0，以及其他僱傭利益總額為 \$26,855.0。

- 在表(2)的職位，首 24 個月賺取的總工資為 \$162,875.2：
 - 在表(1)的職位及表(2)的職位，就工作時數所賺取的工資總額為 \$209,254.0 $[\$78,080.0 + \$131,174.0 = \$209,254.0]$ ；
 - 在表(2)的職位，首 24 個月賺取的總工資為 \$162,875.2 $[\$131,174.0 + \$50,571.0 \times (\$131,174.0 \div \$209,254.0) = \$162,875.2]$ ；
- 在表(2)的職位，最後 12 個月賺取的總工資為 \$81,963.2：
 - 在表(2)的職位及表(3)的職位，就工作時數所賺取的工資總額為 \$107,555.0 $[\$65,587.0 + \$41,968.0 = \$107,555.0]$ ；
 - 在表(2)的職位，最後 12 個月賺取的總工資為 \$81,963.2 $[\$65,587.0 + \$26,855.0 \times (\$65,587.0 \div \$107,555.0) = \$81,963.2]$
- 在表(2)的職位，於 36 個月內賺取的總工資為 \$244,838.4 $[\$162,875.2 + \$81,963.2 = \$244,838.4]$

- 就表(2)的職位，應支付的酬金為\$14,690.3
[\$244,838.4 x 6% = \$14,690.3]。

從應付予僱員的遣散費中扣除已支付的酬金

例十六

- (1) 僱員受聘於僱主在一份政府服務合約工作了 36 個月，並在該政府服務合約屆滿／終止後隨即獲同一僱主安排於另一份政府服務合約工作。第二份合約列明標準僱傭合約第二十八條款的酬金適用。僱員自 2019 年 1 月 1 日起在第二份合約下再工作 12 個月，直至 2019 年 12 月 31 日因裁員而被解僱。僱員最後一個月的工資為\$9,920.0，並就其合共 48 個月的服務期可享有遣散費\$26,453.0。

就有關第二份合約的 12 個月的服務期，根據標準僱傭合約第二十八(乙)條款，僱主須向僱員就 2019 年 4 月 1 日至 2019 年 12 月 31 日期間支付酬金。基於僱員在 2019 年 4 月 1 日至 2019 年 12 月 31 日的 9 個月的總工資，僱主須在支付遣散費前先向僱員支付酬金\$5,357.0。在支付酬金後，僱主可從遣散費中扣除就該僱員第二份合約的 9 個月服務期而支付的酬金。

- 僱員在第二份合約的 9 個月服務期應享有的遣散費為\$4,960.0
[\$9,920 x 2/3 x 9/12 (年) = \$4,960.0]
在同一期間內，因已支付的酬金款額較遣散費為高，故此可從與該期間有關的遣散費全數(即\$4,960.0)中扣除。
- 應支付給僱員的遣散費餘額為 \$21,493.0
[\$26,453.0 – \$4,960.0 = \$21,493.0]
- 僱主可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中扣除遣散費餘額(即\$21,493.0)

- (2) 僱員受聘於僱主在一份政府服務合約工作了 36 個月，並在該政府服務合約屆滿／終止後隨即獲同一僱主安排於另一份政府服務合約工作。第二份合約列明標準僱傭合約第二十八條款的酬金適用。僱員自 2019 年 4 月 1 日起在第二份合約下再工作 12 個月，直至 2020 年 3 月 31 日因裁員而被解僱。僱員最後一個月的工資為\$9,920.0，並就其合共 48 個月的服務期可享有遣散費\$26,453.0。

就有關第二份合約的 12 個月的服務期，僱主須在支付遣散費前先向僱員支付酬金\$7,142.0。在支付酬金後，僱主可從遣散費中扣除就該僱員第二份合約的 12 個月服務期而支付的酬金。

- 僱員在第二份合約的 12 個月服務期應享有的遣散費為\$6,613.3
[\$9,920 x 2/3 x 1 (年) = \$6,613.3]
在同一期間內，因已支付的酬金款額較遣散費為高，故此可從與該期間有關的遣散費全數(即\$6,613.3)扣除。
- 應支付給僱員的遣散費餘額為 \$19,839.7
[\$26,453.0 – \$6,613.3 = \$19,839.7]
- 僱主可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中扣除遣散費餘額(即\$19,839.7)

2019 年 10 月

PART 3
SERVICE SPECIFICATIONS

PROVISION OF SECURITY SERVICE TO
THE HONG KONG PUBLIC RECORDS BUILDING

June 2022

ADMINISTRATION WING

Table of Contents

Content

1. Purpose
2. Contract Management
3. Scope of Services
4. Schedule of Rates
5. Payment Deductions
6. Disciplinary Action

Appendix I - Schedule of Duties (for reference)

Appendix II - Breakdown of Quoted Rates

1. Purpose

1.1 The purpose of the Service Specifications is to ensure that :

- (a) A high standard of security service is provided to the Government Representative;
- (b) Guards shall be provided to the quality required under the Service Specifications;
- (c) The Contractor shall provide effective management control and supervision of staff to execute the Service and Works under this Contract; and
- (d) The Contractor shall have the requisite equipment and facilities to undertake the Contract.

1.2 The Service Specifications will be strictly enforced in accordance with the Conditions of Contract. The Tenderer shall include in its quoted prices any cost implication imposed under the Service Specifications.

2. Contract Management

2.1 General

The Tenderer is required to submit a proposed management structure and operational set-up for the execution of the Contract by providing the information as set out in Clause 9 – Execution Plan of the Terms of Tender. The Contractor shall possess a valid and relevant Security Company Licence for supplying Guards issued by the Security and Guarding Services Industry Authority throughout the entire period of the Contract.

2.2 Management and Supervisory Personnel

The Contractor shall provide a team of experienced management staff to administer this Contract. The management team shall at least include the following personnel:

2.2.1 Senior Manager

A Senior Manager, who will be the Contractor's Representative in charge of the Contract, shall be generally responsible for all contractual and management matters and shall be required to liaise direct with the Government Representative. He shall have a minimum of 3 years' experience at senior management level in the security profession. He shall be proficient in both written and spoken English and Chinese, and be responsible for the overall administration of all his staff. He shall have to attend performance monitoring meetings with the Government Representative as and when required. He shall be provided with a mobile telephone at the contractor's expense to enable contact by the Government Representative at all times.

2.2.2 Contract Liaison Officer

The Contractor shall provide a Contract Liaison Officer for the Contract. He shall be required to liaise with and receive instructions from the Government Representative for all contract matters, including works planning, performance monitoring, claims, labour force, training, emergency services and acquisition of equipment, etc. He shall also have to attend performance monitoring meetings as and when required.

The Contract Liaison Officer shall :

- (a) have a minimum of 5 years' experience in the security profession, two years of which must be in the capacity of Senior Supervisor.
- (b) be proficient in spoken English and Cantonese and in written English and Chinese;
- (c) be given the authority and responsibility for the day-to-day administration of the Contract, including deployment of personnel and their removal;
- (d) be approved by the Government Representative; and
- (e) be provided with a mobile telephone at the Contractor's expense to enable contact by the Government Representative at all times.

2.2.3 Controller

The Contractor shall provide one Controller for the manning and operation of the teleprotection system in the Control Centre which shall be manned on a 24-hour basis. The Controller shall be responsible for receiving and counter-checking all on and off duty calls from Guards and Patrol Officer, to give advice to duty Guards who may seek assistance from time to time, and to record complaints.

The Controller shall :

- (a) have a minimum of 3 years' experience in the security profession, at least one year of which shall be in the capacity of supervisor;
- (b) be proficient in spoken English and Cantonese and written Chinese;
- (c) be of a minimum education standard of up to Form 2; and
- (d) be approved by the Government Representative.

2.2.4 Patrol Officer(s)

The Contractor shall provide a Patrol Officer(s) to carry out supervisory visits to all locations under the Contract. The Patrol Officer shall be required to take instructions from the Government Representative for the detailed requirements of the Contract. He shall be responsible to ensure the duties are carried out with the required number of Guards and adequate equipment according to the contract schedule, and shall carry out site checking on the attendance and performance of his staff at regular intervals as specified in the Contract.

The Patrol Officer shall :

- (a) have a minimum of 3 years' experience in the security profession, at least one year of which shall be in the capacity of supervisor;
- (b) be proficient in spoken English and Cantonese and written Chinese;
- (c) be of a minimum education standard of up to Form 2;
- (d) be given the authority and responsibility for site checking on the attendance and the performance of his staff for accepting and keeping appointments with the Government Representative and building users; respond to emergency calls and to turn out promptly to deal with reported incidents, and to prepare investigation reports;
- (e) be approved by the Government Representative; and
- (f) be provided at the Contractor's expenses with a vehicle for mobile patrol and a mobile telephone to allow contact by the Government Representative at all times.

- 2.3 The names, Hong Kong Identity Card numbers and experience of the proposed Contract Liaison Officer and Patrol Officer must be given to the Government Representative for approval one week before the commencement of the Contract. Any supervisory staff of the Contractor removed by the Government Representative under the provisions of the Conditions of Contract will not normally be considered for re-instatement for the period of the Contract. Details of the replacement supervisory staff shall be submitted to the Government Representative for approval in the same manner as herein before described.

2.4 *Senior Security Guard/Security Guard*

The number of Guards required for the Contract shall be enough to meet the general requirements set out in Clause 3.1 below. The minimum number of Guards provided in existing conventional mode of service delivery is shown in Schedule of Duties at **Appendix I** for reference. The Guards shall meet the general requirements set out in Clause 3.3 below.

3. Scope of Services

3.1 *Schedule of Duties*

The Contractor shall provide a full 24-hour and comprehensive security service at the Venue to protect against fire risk, water leakage, theft and burglary, trespass by unauthorised persons and vehicles, damage to property, and such other responsibilities as are normally associated with such a service. No shift of Guard may be longer than 8 hours (excluding meal break) in any 24 hours period. The Contractor shall make adequate arrangement to ensure the continuity of services and the proper handover of duties. The services to be provided by the Contractor shall include, but not be limited to, the following:

- (a) One Guard shall patrol the public areas and the perimeter of the premises at intervals of 3 hours or less (or as otherwise specified by the Government Representative) following the route and manner to be determined or agreed by the Government Representative. The Guard shall carry out patrols on foot and shall carry a patrol clock (this clock together with all accessories and key stations at check points shall be provided at the Contractor's expense if such equipment is not provided by the Government) or other patrol monitoring equipment to be approved by the Government Representative to record his patrols at various check-points agreed by the Government Representative. These check-points will be shown on a diagrammatic drawing of the Site to be provided by the Government Representative. The registration tape of the Guard's clock (Paper dial type is not acceptable) or patrol record shall be removed at least twice weekly by the Patrol Officer in the presence of the Government Representative. Such tape or record shall be affixed to A-4 sized analysis sheets on site by the Patrol Officer and be checked by him immediately. It shall then be handed over to the Government Representative for action and shall thence become the property of the Government. Copies of any tape or record may be provided to the Contractor at the standard charge rate for photocopies as determined from time to time by the Director of Accounting Services.
- (b) To operate and control all security surveillance equipment installed within the premises, attend to any alarm or emergency and to carry out checks as directed by the Government Representative.
- (c) To man entrance barriers and to keep a register of all persons (except GRS staff equipped with access card) and vehicles entering and leaving the premises.
- (d) To ensure that no unauthorised person or vehicle is permitted to enter or remain within the grounds or public places in the premises covered by this Contract. The Guards shall order such unauthorised persons or vehicles to leave the grounds or buildings forthwith and if they should fail to do so, then the Guard shall telephone the Government Representative or the Police for instruction as appropriate.

- (e) To control the water supply to and the public lighting in the premises as directed by the Government Representative. In the event of failure of electricity or water supplies, to report the failure forthwith to the relevant public utility authority (a telephone list will be supplied by the Government Representative) and subsequently to the Government Representative.
- (f) In the event of lift breakdown, to report the break-down to the lift maintenance company immediately and where possible advise the passengers trapped in the lift car that help has been summoned, and to report to the Government Representative if the lift maintenance company fails to attend the emergency call within 20 minutes or a period of time to be advised by the Government Representative.
- (g) To ensure that all fire resisting doors and emergency exits are kept closed at all times and that fire fighting equipment is in the designated location. In the event of fire, to inform the Fire Services Department (Tel. 999) and, if the fire is a major outbreak, to alert all occupants of the premises. Before the arrival of the firemen, the Guards shall endeavour to extinguish the fire and prevent the spread of it with fire-fighting equipment installed in the premises.
- (h) To report to the Government Representative immediately on all instances of loss of personal property and damages found on the premises. If any damage is known to have been caused by any person, including any occupant of the premises, the Guards shall, if possible, obtain all particulars of the persons causing the damage and assist the Government Representative in further investigation.
- (i) To keep keys of service rooms and be responsible for the safe custody of these keys. All keys received and issued must be recorded in a register by the Guards.
- (j) The Guards shall be responsible for checking and securing all windows and doors of the vacant accommodation, if any, of which the keys are in the Contractor's custody, but under no circumstances shall any Guards use the facilities of such vacant accommodation.
- (k) To report to the Government Representative any deficiencies in the cleaning services and uncleared accumulation of rubbish or abandoned articles which causes safety or fire-hazards in the public areas.
- (l) In the event of a rainstorm or Tropical Cyclone Warning Signal No. 3 or above, to ensure that all windows and doors in the public areas, rooftop, staircases and vacant accommodation are secured throughout the rainstorm or the typhoon, and to check that surface channels, drains, and gutters and rainwater outlets on roofs and G/F are free from blockage and to report to the relevant maintenance office immediately if found blocked.
- (m) To maintain on site one attendance book to record the times of arrival and departure of Guards, their names and guard numbers, and one Occurrence Book

set out in a manner to be determined by the Government Representative. The following information shall be recorded in the Occurrence Book:

- (i) details of each patrol and supervisory visit;
 - (ii) details of all incidents, emergencies, damages, disturbances and the like; and
 - (iii) any other information requested by the Government Representative.
- (n) Security Guards stationed on 1/F, reference service shall be responsible for:
- (i) maintaining order and peace in the reference service on 1/F of the Venue.
 - (ii) conducting constant surveillance and monitoring of the activities of patrons there to deter improper handling of or damages to archival materials on loan to them; and
 - (iii) assisting 1/F reference service staff in enforcing the house rules.
- Guards on site shall be prepared to be called to scene to render assistance.
- (o) To observe and carry out instructions that the Government Representative may give from time to time.

3.2 *Supervision and Discipline*

- (a) The Contractor shall maintain at all times a Control Centre, which shall be manned by a Controller proficient in spoken English and Cantonese. The telephone number of this Control Centre shall be prominently displayed in all duty rooms, gate-houses, etc. at all locations. The Contractor shall maintain half-hourly telephone contact between the Control Centre and the locations as requested by the Government Representative. The details shall be entered in a register which shall be submitted to the Government Representative for inspection when requested.
- (b) Each location shall be visited by a Patrol Officer at 4-hour intervals or less as specified in **Contract Schedule 1**. The Patrol Officer shall ensure that the requisite number of Guards are in attendance and carrying out their duties in a satisfactory manner. Any absence of Guards shall be recorded in the Occurrence Book and the Patrol Officer shall certify to that effect in the Book.
- (c) The Contractor shall maintain a register of all Guards employed at each location of the Site and a copy of such a register shall be submitted to the Government Representative for record. The Contractor shall immediately inform the Government Representative of any change of security personnel.

- (d) The Contractor shall ensure that his Guards conduct themselves in a proper and polite manner at all times in their dealing with any of the building users, visitors and members of the public. Any Guards employed on the Venue or in connection with any works carried out under this Contract shall not commit any of the following acts:
- (i) Arrive late or leave early;
 - (ii) Enter any area of the Government premises other than those necessary for the performance of the Service;
 - (iii) Cause wilful damage to Government property and misuse of facilities provided by Government;
 - (iv) Gamble, steal, fight or commit any criminal offence;
 - (v) Use foul language;
 - (vi) Indulge in poor timekeeping and absence without approval or good cause;
 - (vii) Indulge in sleeping or drinking of alcohol whilst on duty;
 - (viii) Habitually negligent in the performance of his duties;
 - (ix) Commit fraud or dishonest acts;
 - (x) Refuse to obey a lawful and reasonable order by the Government Representative;
 - (xi) Fail to wear full uniform whilst on duty;
 - (xii) Attend to audio-visual or other forms of entertainment whilst on duty;
 - (xiii) Fail to comply with the requirements of the Government Representative; and
 - (xiv) Solicit or accept any money, gift or advantages from residents, building users or members of the public.

3.3 *Recruitment and Training*

- (a) The Contractor shall ensure that all Guards provided by him to execute security duties at the premises covered by this Contract are competent and efficient employees with a knowledge of simple English and Putonghua adequate to communicate with occupants on matters concerning their duties. He shall provide experienced supervisory staff to give proper training, supervision of and instructions to his Guards.
- (b) The Contractor shall recruit only person of high calibre who shall comply with the following general requirements:
 - Be in possession of a valid Security Permit for security work Category B of the Security and Guarding Services Ordinance (Cap. 460);
 - Be in good health and of good physique;
 - Be of smart appearance and bearing;
 - Be of pleasant character and be able to deal politely but firmly with occupants and members of the public;
 - Be of sufficient character to investigate and challenge any suspicious incidents or persons;
 - Have completed primary education and be able to speak reasonable Cantonese and simple English and Putonghua;
 - Have basic knowledge of fire-fighting and first-aid; and
 - Have had previous experience in building security or similar service.
- (c) All Senior Security Guards shall have not less than one year experience and be responsible for supervising Security Guards at each location and for the proper performance required under the Service Specifications. They shall be able to speak English and Putonghua to a degree of fluency sufficient for the satisfactory performance of their duties.
- (d) All Guards must have attended an initial training course before they are sent out for duty, and the Contractor shall provide refresher courses to the Guards during the Contract period at his own expenses.
- (e) All Guards provided by the Contractor shall carry Valid Identification Cards issued by the Contractor at all times while on duty (N.B. Photocopies of documents will not be accepted). The Guards shall be registered in the name of the Contractor's company.

3.4 *Uniform and Equipment*

- (a) The Contractor shall ensure that his Guards when on duty are of smart appearance, shaven clean and with their hair neatly trimmed. Clean and pressed uniforms as prescribed by the Commissioner of Police and agreed by the

Government Representative shall be worn by all Guards at all times throughout the duty hours. Guards on duty are required to display name plates.

- (b) The Contractor shall provide and maintain at his own expense a VHF portable transceiver for each Guard on duty. These transceivers shall be used by the Guards for efficient and constant communication and in emergencies. Two additional sets shall be made available, as and when required, to the Government Representative for communication with the Guards on duty.
- (c) The Contractor shall provide each Guard at his own expense with appropriate and adequate items of equipment such as torches, safety helmets, raincoats, etc. When Tropical Cyclone Warning Signal No. 8 or above is hoisted, approved helmets shall be worn by all Guards while on duty outdoors.
- (d) The Contractor shall man a telephone exchange line in the duty room in the position to be agreed by the Government Representative. Duty room and toilet facilities will be provided by the Government Representative and the Guards must maintain a high standard of cleanliness and good order therein at all times.

4. Schedule of Rates

The Tenderer is required to complete Contract Schedule 1, the rate of each item listed therein, and is required to submit with the Tender a detailed breakdown to show the compilation of his quoted rate in the format provided at **Appendix II**. The wage which a Guard actually receives must be shown. The Contractor shall not reduce the wage and allowance shown in the **Appendix II** during the entire period covered by this Contract.

5. Payment Deductions

5.1 The Government reserves the right to make the following deductions from payment due under this Contract on the occurrence of any of the following events :

- (a) Full value of a Guard's shift if the Guard is found to be absent or in any other way present but not performing his duties;
- (b) Full value of a Guard's shift if the Guard is found sleeping whilst on duty;
- (c) Full value of Guard's shift if the duty is performed by a Guard not registered with the Commissioner of Police in the name of the Contractor as required by Clause 3.3(b) above; or
- (d) Part deduction (at the Government Representative's discretion) of not exceeding half of the full value of a Guard's shift for failure to supply any required equipment, not dressed to the required standard, and any other minor infringement of the specified duties.

6. Disciplinary Action

- 6.1 Should the Contractor be found committing any habitual or serious failings, apart from the remedies provided for under this Contract, disciplinary action may be taken against the Contractor in default. The disciplinary action shall include the termination and re-tender of the Contract by the Government Representative; and down-grading, suspension, or removal of the Contractor from the approved list.
- 6.2 The Government Representative may warn the Contractor in writing and draw his attention to his unsatisfactory performance and the Contractor shall take immediate action to make significant improvement. Reports with adverse comment will be submitted to the relevant government department(s), if necessary, from time to time for reviewing the Contractor's performance, capability, and suitability to remain on the approved list.

SCHEDULE OF DUTIES (for reference)**Minimum Number of Guards Provided in Existing Conventional Mode of Service**

Building & Location	No. of Storeys	No. of Guards required ⁺																															
			Mon					Tue					Wed					Thu					Fri					Sat			Sun [#]		
			D	E	N	R1	R2	D	E	N	R1	R2	D	E	N	R1	R2	D	E	N	R1	R2	D	E	N	R1	R2	D	E	N	D	E	N
Hong Kong Public Records Building, 13 Tsui Ping Road, Kwun Tong, Kowloon	10	SW	1	1	1	0	0	1	1	1	0	0	1	1	1	0	0	1	1	1	0	0	1	1	1	0	0	1	1	1	1	1	1
		W	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

* The Senior Security Guard shall act as the officer-in-charge of Security Guards provided for each location and be responsible for their proper performance in full compliance with the Specifications

- + D = Day shift (The period between 7:00 a.m. and 3:00 p.m.)
 E = Evening shift (The period between 3:00 p.m. and 11:00 p.m.)
 N = Night shift (The period between 11:00 p.m. and 7:00 a.m. of the following day.)
 R1 = Reference service first shift (The period between 8:45 a.m. and 1:15 p.m. except Saturdays, Sundays and public holidays.)
 R2 = Reference service second shift (The period between 1:15 p.m. and 5:45 p.m. except Saturdays, Sundays and public holidays.)

SW = Senior Security Guard
 W = Security Guard

Sundays including public holidays

BREAKDOWN OF QUOTED RATES
For Senior Security Guard / Security Guard
 <To be inserted into **Price Proposal**>

No	Shift ^{Note 1} Breakdown	Senior Security Guard			Security Guard				
		D Shift (HK\$)	E Shift (HK\$)	N Shift (HK\$)	D Shift (HK\$)	E Shift (HK\$)	N Shift (HK\$)	R1 Shift (HK\$)	R2 Shift (HK\$)
1	Proposed Monthly Wage ^{Note 2}								
2	Allowances (excluding annual bonus, if any)								
3	Uniform & Equipment								
4	Overhead and Profit (including administration costs, leave pays, bonus, etc.)								
5	Others (please specify)								
6	Total ^{Note 3} (as shown on Schedule of Rates)								

BREAKDOWN OF QUOTED RATES
For Senior Security Guard / Security Guard
 <To be inserted into **Price Proposal**>

Proposed periods of shifts:

D Shift: From _____ To _____

E Shift: From _____ To _____

N Shift: From _____ To _____

Note 1:	(i) D shift: Day shift (ii) E shift: Evening shift (iii) N shift: Night shift (iv) Each shift should not be more than 8 hours (excluding meal break) (v) Reference for schedule of duties is illustrated in Appendix I
Note 2:	The proposed monthly wages must not be lower than the committed wage per month shown in Part (a) in Contract Schedule 2.
Note 3:	The total at item 6 should be equal to the sum of items 1 to 5. The total must also tally with the respective “Monthly Rate” quoted in Section I (Rates for Senior Security Guard and Security Guard) of Contract Schedule 1.
R1 Shift:	“Reference service first shift” for the period between 8:45 a.m. and 1:15 p.m. except Saturdays, Sundays and public holidays.
R2 Shift:	“Reference service second shift” for the period between 1:15 p.m. and 5:45 p.m. except Saturdays, Sundays and public holidays.

CONTRACT SCHEDULE 1
RATES FOR PROVISION OF SECURITY SERVICES
 <To be inserted into **Price Proposal**>

I. Rates for Senior Security Guard and Security Guard *Note 1*

No.	Description	Pattern <i>Note 2</i>	Monthly Rate of ONE Person (HK\$) (a)	No. of Persons as stated in the Execution Plan (b)	No. of Months (c)	Total (HK\$) (a) x (b) x (c)
1.	Provision of security service for one shift of Senior Security Guard(s) for all days	(i) D shift			36	
		(ii) E shift			36	
		(iii) N shift			36	
2.	Provision of security service for one shift of Security Guard(s) for all days	(i) D shift			36	
		(ii) E shift			36	
		(iii) N shift			36	
3.	Provision of 4.5-hour service of Security Guard(s) for all days EXCEPT Saturdays, Sundays and Public Holidays	(i) R1 shift			36	
		(ii) R2 shift			36	
(A)						
Sub-total to be carried to the Estimated Contract Value in Section III below						

Name of Tenderer : _____

CONTRACT SCHEDULE 1
RATES FOR PROVISION OF SECURITY SERVICES
 <To be inserted into **Price Proposal**>

II. Rates for Supervisory Visit *Note 1*

No.	Description	Pattern <i>Note 2</i>	Rate per visit (HK\$) (a)	No. of Visits per shift (b)	No. of Days (c)	Total (HK\$) (a) x (b) x (c)
1.	Provision of Supervisory Visit as described at no less than 4-hour intervals for all days EXCEPT Saturdays, Sundays and Public Holidays	(i) D shift				
		(ii) E shift				
		(iii) N shift				
2.	Provision of Supervisory Visit as described at 4-hour intervals for all Saturdays, Sundays and Public Holidays	(i) D shift				
		(ii) E shift				
		(iii) N shift				
<div>(B)</div> <div>(Sub-total to be carried to the Estimated Contract Value in Section III below</div>						

Name of Tenderer : _____

CONTRACT SCHEDULE 1
RATES FOR PROVISION OF SECURITY SERVICES

<To be inserted into **Price Proposal**>

III. Rates for Provision of Security Services *Notes 3 & 4*

(If there is addition of Security Guards, the amount to be added to the Monthly Rate shall be calculated according to the rates quoted in Section IV below. If there is deletion of Security Guards, the amount to be deleted from the Monthly Rate shall be calculated according to the rates quoted under relevant Sections in this Contract Schedule. **The total amount of (C) should be identical with the sum of the subtotals of (A) and (B) above.**)

Description	No. of Months	Total Amount (HK\$)
Provision of Security Services to the Hong Kong Public Records Building	36	
(A) + (B) = (C)		
(Sub-total to be carried to the Estimated Contract Value in Section V below)		

IV. Rates for Additional Security Guards *Notes 5 & 6*

Description	Unit	Estimated Requirements (a)	Unit Rate (HK\$) (b)	Total Amount (HK\$) (a) x (b)
Security Guard (equipped with uniform, torch, walkie-talkie, etc.)	per man-hour	440 man-hours		
(D)				
(Sub-total to be carried to the Estimated Contract Value in Section V below)				

V. Estimated Contract Value

Item (C) + Item (D)	HK\$
----------------------------	-------------

Name of Tenderer : _____

CONTRACT SCHEDULE 1
RATES FOR PROVISION OF SECURITY SERVICES

<To be inserted into **Price Proposal**>

Notes:

- (1) The rates quoted in Sections I and II above shall allow for any expenses which may be incurred by the Contractor in complying with the Conditions of Contract and the duties laid down in the Service Specifications and the Execution Plan and which the Contractor deems to impose a financial obligation. The rates shall also allow for any conditions or obligations which the Contractor deems necessary for carrying out the Contract but which have not been specifically included in the Contract.

- (2) Patterns for Sections II and III above:
 No shift of Guard may be longer than 8 hours (excluding meal break) within any period of 24 hours.
 D shift: }
 E shift: } The periods of the shifts will follow the periods stated under Note 1 in **Appendix II**.
 N shift: }
 R1 shift shall mean the period between 8:45 a.m. and 1:15 p.m. except Saturdays, Sundays and public holidays.
 R2 shift shall mean the period between 1:15 p.m. and 5:45 p.m. except Saturdays, Sundays and public holidays.

- (3) As stipulated in Clause 7 of the Terms of Tender, a Tenderer should note that its Tender will be considered on an **“overall” basis**. **A Tender with only partial offer will result in the Tender not being considered further.**

- (4) The actual Monthly Fee to be paid to the Contractor shall be calculated in accordance with Clause 56 of the Conditions of Contract.

- (5) Tenderers shall quote unit rates for Section IV above. The unit rates quoted shall be used for calculation of addition or deduction of Security Guards on an **“as and when required”** basis during the Service Period.

- (6) The rates quoted are applicable to additional man-hours required during 7:00 a.m. to 11:00 p.m., including Saturdays (except public holidays), as requested. There should be no minimum or maximum order of additional man-hours per request and the request would be made with at least 24 hours in advance of the commencement of the additional service required. The actual additional man-hours requested may be more or less than the estimated figures above.

Name of Tenderer : _____

CONTRACT SCHEDULE 2

STAFF INFORMATION, WAGES AND WORKING CONDITIONS

<To be inserted into **Technical Proposal**>

A Tenderer is required to submit the following information for evaluation of tenders. **Failure to provide the information for item (a) and/or (b) may result in the Tender not being considered further.**

- (a) The Contractor shall pay each Guard not less than the wage level as specified below (the wages are calculated on the basis as stipulated in Clause 10.1 of the Terms of Tender) -

Staff	Committed Wages per month per staff (HK\$) (Note 1)
Guard	

Note 1: The proposed monthly wage for the staff shall not be less than HK\$9,300, calculated on the basis of 6 working days per week, 8 working hours per day and 31 days in a month (i.e. the “SMW plus rest day pay rate”). During the Contract Period, the monthly wage payable to each of them shall not be less than (i) the monthly wage committed by the Tenderer; or (ii) any adjusted wage level brought about by future revisions of the SMW, whichever is the higher.

- (b) The Contractor shall not allow the Guard to work more than the daily maximum allowable net working hours as specified below -

Staff	Daily maximum allowable working hours (i.e. excluding meal break) for each Guard engaged exclusively under the Contract (Note 2)
Guard	

Note 2: As stipulated in Clause 3.1 of the Service Specifications, no shift of Guard may be longer than 8 hours (excluding meal break) in any 24 hours period. If the Tenderer fails to specify the proposed daily maximum allowable net working hours, it will be taken that its daily maximum allowable working hours for their Guard is more than eight (8) hours.

Name of Tenderer : _____

CONTRACT SCHEDULE 2
STAFF INFORMATION, WAGES AND WORKING CONDITIONS
<To be inserted into **Technical Proposal**>

- (c) Experience and qualifications of senior manager(s) proposed for the Contract.
(Documentary proof is required to be provided for substantiation on the claim of experience and qualifications.)

Name of Tenderer : _____

CONTRACT SCHEDULE 3**Execution Plan**<To be inserted into the **Technical Proposal**>**(a) Execution Plan**

(Please refer to Clause 9 of the Terms of Tender and Note 2 of Annex A – Marking Scheme and Assessment Criteria.)

(i) Work Plan

(ii) Organisation and Supervision Plan

(iii) Contingency Plan

(Please use separate sheet if required)

A Tenderer should note that its Tender will not be considered if by the Tender Closing Date, the Tenderer fails to submit the execution plan as required in this Contract Schedule 3.

Name of Tenderer : _____

CONTRACT SCHEDULE 3**Execution Plan**<To be inserted into the **Technical Proposal**>

(Please refer to Notes 3 & 4 of the Explanatory Notes for Marking Scheme for details.)

Tenderers shall provide details of the proposed innovative suggestions in the following tables. If there is not enough space, please use supplementary sheets if necessary.

Type I – Directly Relevant to the Services

Proposed innovative suggestions	Brief description on improvements/benefits/positive values that can bring about	How to implement	Supporting documents (if any)

Type II – Not Directly Relevant to the Services

Proposed innovative suggestions	Brief description on improvements/benefits/positive values that can bring about	How to implement	Supporting documents (if any)

Name of Tenderer : _____

CONTRACT SCHEDULE 3
Execution Plan
 <To be inserted into the **Technical Proposal**>

PROPOSED SCHEDULE OF DUTIES
Number of Guards to be Provided

Building & Location	No. of Storeys	No. of Guards																															
			Mon					Tue					Wed					Thu					Fri					Sat			Sun #		
			D	E	N	R ¹	R ²	D	E	N	R ¹	R ²	D	E	N	R ¹	R ²	D	E	N	R ¹	R ²	D	E	N	R ¹	R ²	D	E	N	D	E	N
Hong Kong Public Records Building, 13 Tsui Ping Road, Kwun Tong, Kowloon	10	SW																															
		W																															

SW= Senior Security Guard

W= Security Guard

Note: The number of Guards provided for the contract shall be enough to meet the general requirements set out in paragraph 3.1 of the Service Specifications. The Senior Security Guard shall act as the officer-in-charge of Security Guards provided for each location and be responsible for their proper performance in full compliance with the Specifications.

D = Day shift

E = Evening shift

N = Night shift

} The periods of the shifts will follow the periods stated under Note 1 in Appendix II.

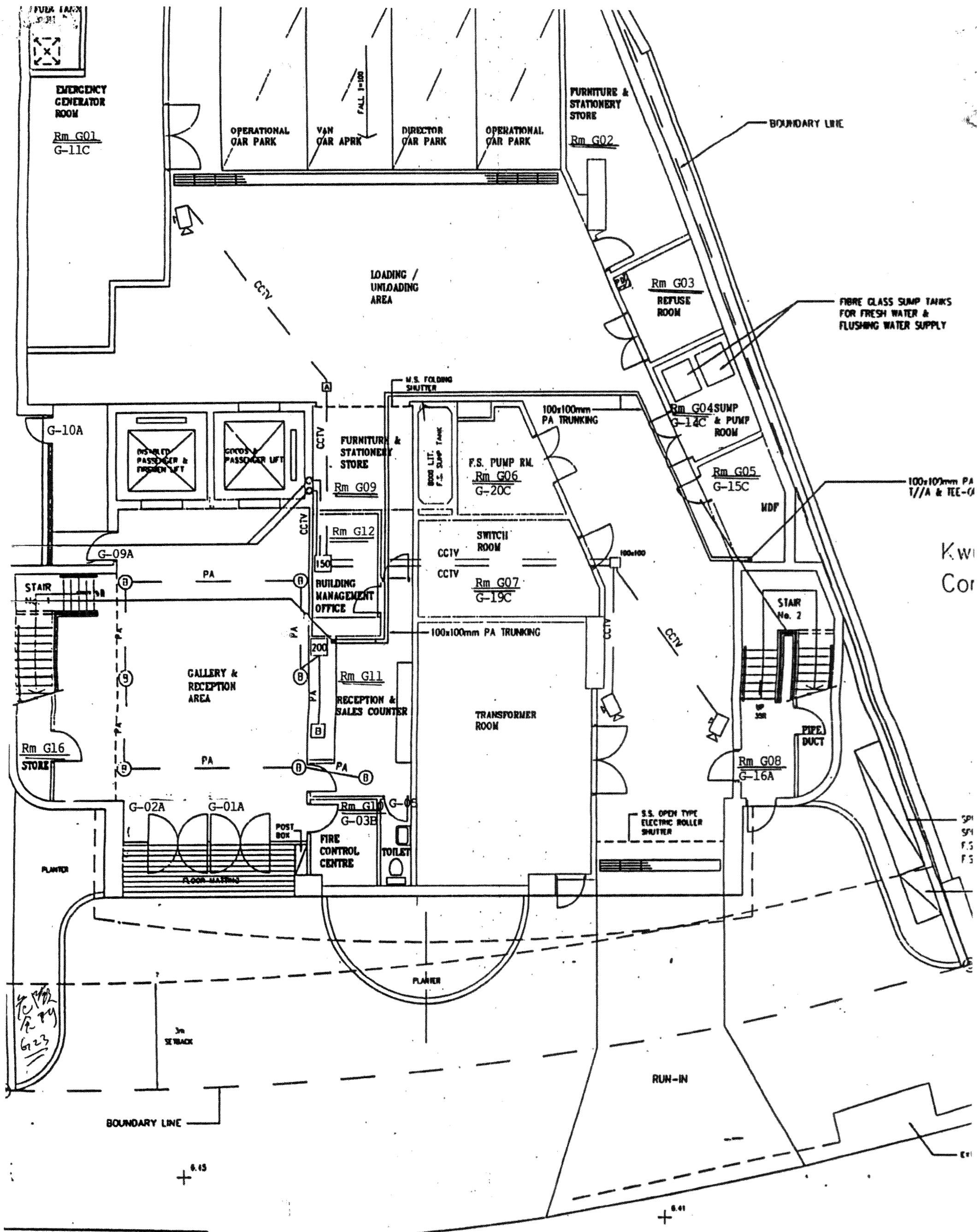
R¹= Reference service first shift (The period between 8:45 a.m. and 1:15 p.m. except Saturdays, Sundays and public holidays.)

R²= Reference service second shift (The period between 1:15 p.m. and 5:45 p.m. except Saturdays, Sundays and public holidays.)

Name of Tenderer : _____

DRAWINGS AND LOCATION PLANS

**PROVISION OF SECURITY SERVICE TO
THE HONG KONG PUBLIC RECORDS BUILDING**



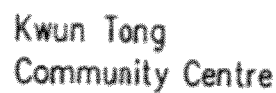
TSUI PING ROAD

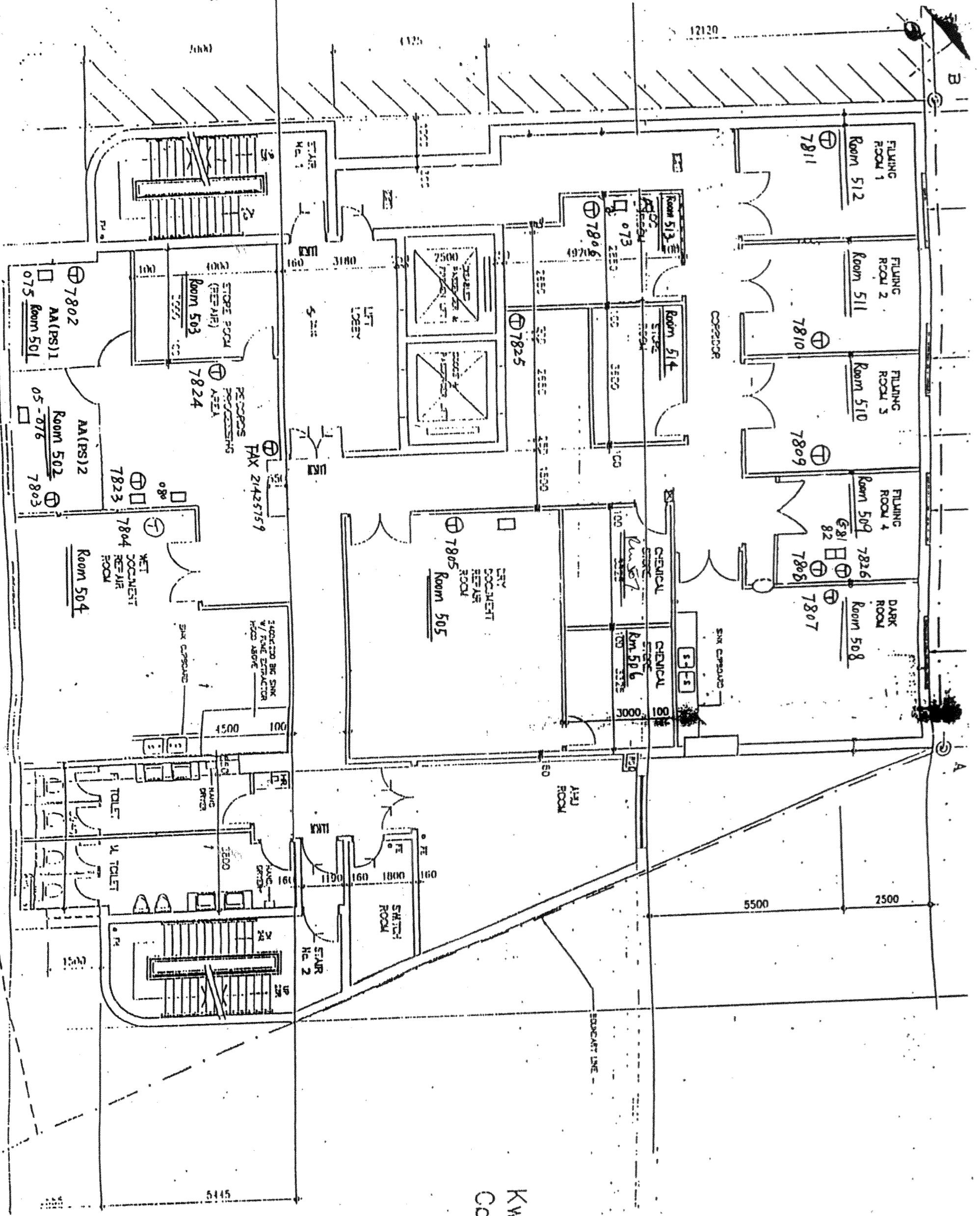
GROUND FLOOR PLAN

5 OCT 2005

[illegible]

Layout Plan - 4/F of HKPRB - Usable Area



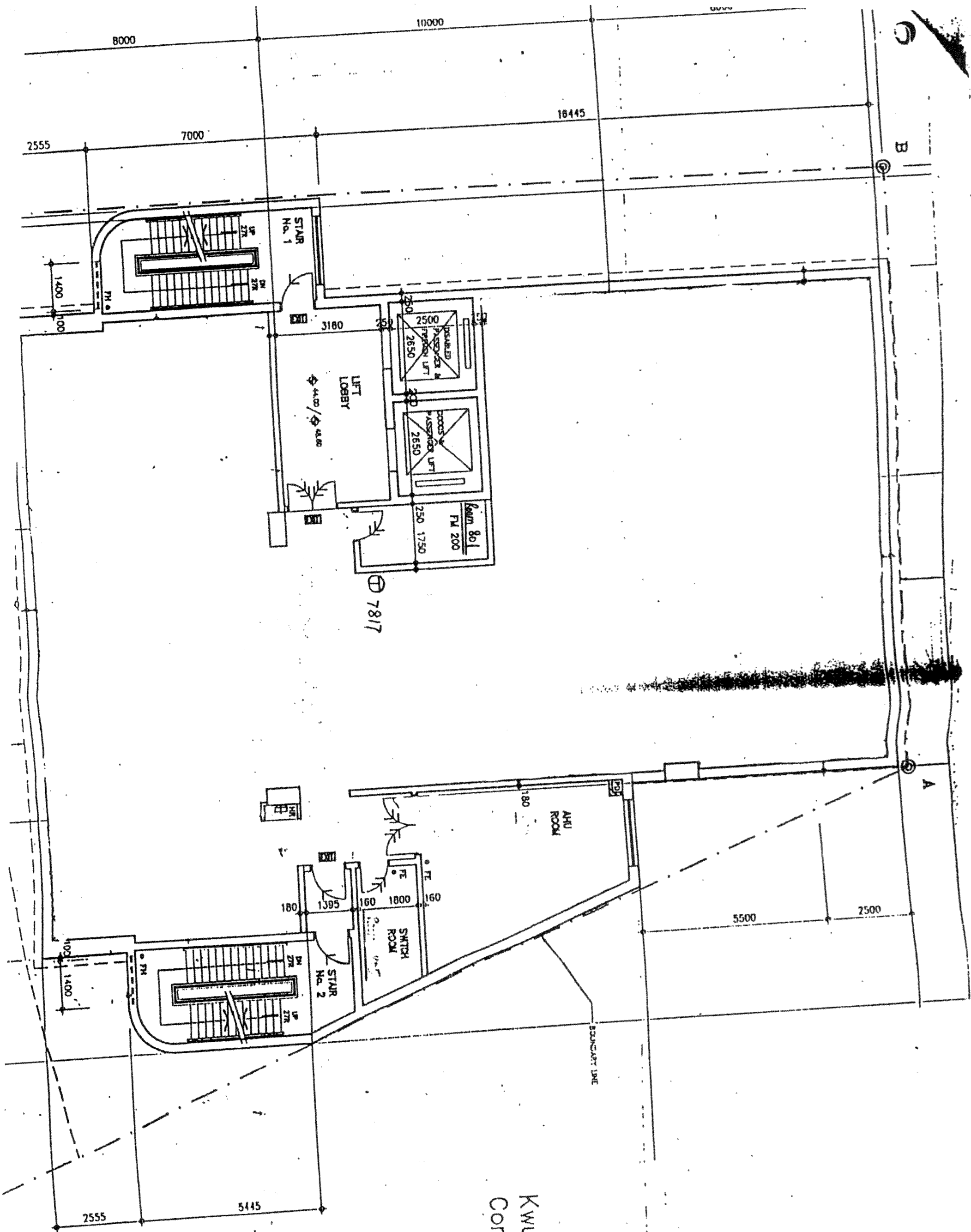


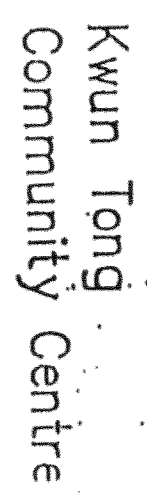
Kwun Tong
Community Centre

5/F 五樓

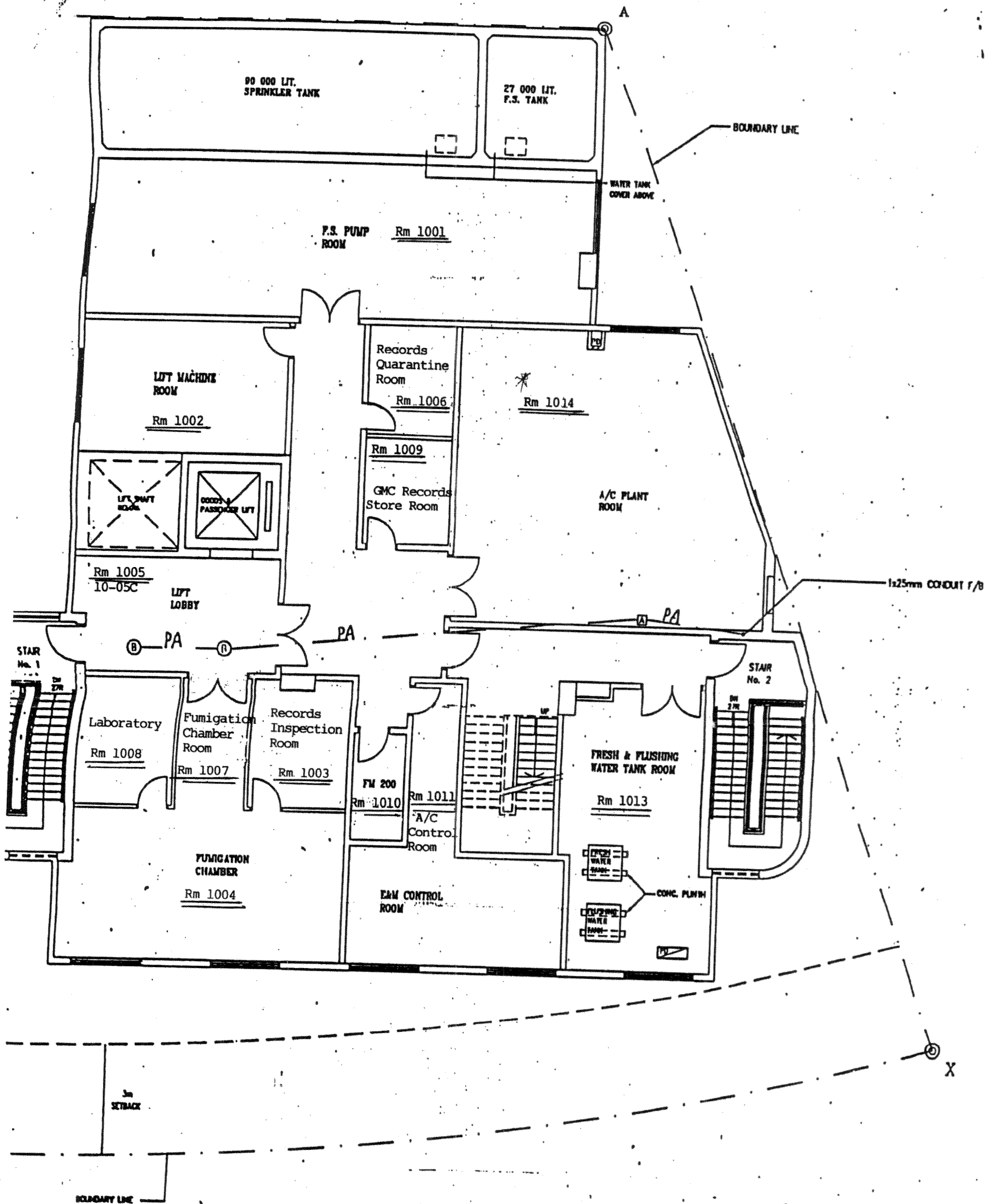
Kwun Tong Community Centre

8/F 八樓





9/F 九樓



TENTH FLOOR PLAN

HONG KONG PUBLIC RECORDS BUILDING

香港歷史檔案大樓

13 TSUI PING ROAD

翠屏道十三號

