

Tender Ref.: TC 1/2021

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

**Tourism Commission
Commerce and Economic Development Bureau**

INVITATION FOR TENDER FOR SERVICES

**Provision of Facility Management Services to the
Government Offices and the Communal Areas in the
Kai Tak Cruise Terminal**

LODGING OF TENDER

This tender must be duly completed and signed in TRIPLICATE and enclosed in a sealed plain envelope marked “Tender Ref.: TC 1/2021 – Tender for Provision of Facility Management Services to the Government Offices and the Communal Areas in the Kai Tak Cruise Terminal”, addressed to the Chairman, Central Tender Board and must be deposited in the Government Secretariat Tender Box situated at the Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong before 12:00 noon on 19 February 2021 (Hong Kong Time) (“Tender Closing Date”). **Late tenders will not be accepted.**

This tender is not covered by the Agreement on Government Procurement of the World Trade Organization.

INTERPRETATION

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

“Building Management Officer”	means the Building Management Officer appointed by the Contractor under the requirements of Contract Schedule 2;
“CEDB”	means the Commerce and Economic Development Bureau of the Government of Hong Kong;
“Central Tender Board”	means the Central Tender Board of the Government;
“Cleaner”	means any one (1) or more of the cleaners deployed by the Contractor for performing the cleaning, disinfection, waste disposal and pest control services under Contract Schedule 3;
“Cleaning Supervisor”	means any one (1) or more of the cleaning supervisors deployed by the Contractor for performing the supervisory duties in connection with the provision of the cleaning, disinfection, waste disposal and pest control services under Contract Schedule 3;
“Commencement Date”	means 1 June 2021 or such other date as may be specified in writing by the Government Representative;
“Communal Areas”	means the communal areas coloured in grey, the emergency vehicular access and the boundary area between Government Flying Service Kai Tak Division and the Kai Tak Cruise Terminal on the ground floor of the Contract Venue as more particularly shown in the layout plans in Part F of Contract Schedule 1 which may be subject to changes as and when required by the Government Representative for the purposes of the Contract;
“Companies Ordinance (Cap. 622)”	means Cap. 622 of the Laws of Hong Kong and includes the predecessor Companies Ordinance which has the meaning assigned to it in Section 2 of the Companies Ordinance (Cap. 622);
“Contract”	means the contract made between the Contractor and the Government for the provision of the Services on and subject to insofar as they are applicable to the terms and conditions contained in- (a) this Interpretation; (b) the Terms of Tender; (c) the Conditions of Contract; (d) the Contract Schedules; (e) the Offer to be Bound as signed by the Contractor and forming part of this tender; (f) the Memorandum of Acceptance as signed on behalf of the Government;

and any attachments to any of the above.

- “Contract Deposit” means the deposit as referred to in Clause 15 of the Terms of Tender and Clause 21 of the Conditions of Contract;
- “Contract Period” means, subject to early termination or extension provided for in the Contract, the period specified in the Clause 1 of the Conditions of Contract;
- “Contract Schedule” means the Contract Schedules in Part 3 of the Tender Documents;
- “Contract Venue” means the Government Offices and the Communal Areas in the Kai Tak Cruise Terminal situated at 33 Shing Fung Road, Kowloon as more particularly shown in the layout plans in Part F of Contract Schedule 1 which cover all coloured areas except the terminal operator’s areas coloured in purple and areas of the Leisure and Cultural Services Department coloured in orange which may be subject to changes as and when required by the Government Representative for the purposes of the Contract;
- “Contractor” means the Tenderer whose tender for the Contract has been accepted by the Government and includes its personal representatives, successors and permitted assignees;
- “Contractor’s Employee” means any one (1) or more of the: (a) Property Manager, (b) Senior Building Management Officer, (c) Building Management Officer, (d) Cleaning Supervisor, (e) Cleaner, (f) Senior Security Officer, (g) Security Guard, and (h) Security Officer, and any other staff deployed by the Contractor in the provision of the Services, and shall include the employees of the Contractor’s approved sub-contractors;
- “Demerit Point” means the demerit point 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:
- (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.

“Estimated Total Contract Value”	means the amount quoted as such by the Contractor in Appendix 4 to the Terms of Tender as the estimated total amount of payment for the provision of the Services to be payable by the Government to the Contractor by way of Monthly Fee in accordance with the provisions of the Contract;
“General 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 Offices”	means the radar tower and all coloured areas except the communal areas coloured in grey, areas of the Leisure and Cultural Services Department coloured in orange and the terminal operator’s areas coloured in purple as more particularly shown in the layout plans in Part F of Contract Schedule 1 which may be subject to changes as and when required by the Government Representative for the purposes of the Contract;
“Government Property”	means the tools, equipment, furniture and all other materials owned by the Government;
“Government Representative”	means the Commissioner for Tourism acting for and on behalf of the Government and any other officer authorised by the Commissioner for Tourism to act on his behalf for the purpose of this Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hourly Rate”	means the hourly rate for calculating remuneration for Security Officers, Security Guards and Cleaners as set out in Contract Schedule 7 chargeable by the Contractor to the Government for the provision of the Services before deductions;
“Letter of Conditional Acceptance”	means the letter (to be sent by post or fax) from the Government giving notice to the successful Tenderer of the Government’s conditional acceptance of the Tender as specified in Clause 14 of the Terms of Tender;
“Monthly Fee”	means the monthly remuneration payable by the Government to the Contractor for the Services provided in a particular month calculated in accordance with Clause 18(a) of the Conditions of Contract subject to and after any deductions in respect of that month;

“Monthly Rate”	means the monthly rates for calculating remuneration for different types of the Services as set out in Contract Schedule 7 chargeable by the Contractor to the Government for the provision of the Services before deductions;
“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 Cleaning Supervisors, Cleaners, Senior Security Officers, Security Officers and 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 of Tender, includes this Contract;
“Notice of Default”	means a notice issued under Clause 13(b) and (c) of the Conditions of Contract;
“Original Tender Closing Date”	means the latest date and time specified in the Lodging of Tender as the latest date and time before which Tenders must be deposited with the Government, regardless of whether the date and time has been extended subsequently;
“Property Manager”	means the Property Manager appointed by the Contractor under the requirements of Contract Schedule 2;
“Protected Information”	means all personal or other data, materials and information which are confidential by express classification or by necessary implication supplied by the Government to or otherwise come into the possession or knowledge of the Contractor or any of the Contractor’s Employees in the performance of this Contract;
“Relevant Offences”	means the offences as defined in Clause 5(b)(i) to (v) of Terms of Tender;
“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 Clause 4 of Contract Schedule 4;
“Security Officer”	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 Clause 4 of Contract Schedule 4;
“Security Personnel”	means all Senior Security Officers, Security Officers and Security Guards;

“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 Building Management Officer”	means the Senior Building Management Officers appointed by the Contractor under the requirements of Contract Schedule 2;
“Senior Security Officer”	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 supervisory duties set out in Clause 4 of Contract Schedule 4;
“Services”	means the facility management services to the Government Offices and the Communal Areas in the Kai Tak Cruise Terminal to be provided by the Contractor under and in accordance with the Contract and all the tasks, services, matters incidental and ancillary thereto;
“Shift A”	means the working hours from 0700 to 1600 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays;
“Shift B”	means the working hours from 1400 to 2300 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays;
“Shift C”	means the working hours from 2300 to 0800 hours on the next day (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays;
“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 its Non-skilled Workers, a copy of such contract and its guidance notes are annexed to the Tender Documents as Annex B to the Conditions of Contract;
“Statement of Convictions”	means the Statement of Convictions in respect of the Relevant Offences in the form of Appendix 2 to the Terms of Tender;
“Statutory Minimum Wage” or “SMW”	means the hourly wage rate as specified in Schedule 3 to the Minimum Wage Ordinance (Cap. 608);
“Sub-contractor’s Acknowledgement”	means the Sub-contractor’s Acknowledgement in the form of Appendix 2 to the Terms of Tender;
“Tender Closing Date”	means the latest date and time specified in the Lodging of Tender as the latest date and time before which Tenders must be deposited with the Government as the same may be extended in accordance to Clause 4(b) of the Terms of Tender;
“Tender Documents”	means the documents as specified in Clause 1 of the Terms of Tender and any addendum issued under Clause 27 of the Terms of Tender;

- “Tender Validity Period” means the period of time mentioned in Clause 16 of the Terms of Tender during which a tender shall remain open;
- “Tenderer” means the company which has submitted a tender in response to this invitation to tender.

2. In these Tender Documents (including the Contract), unless the context otherwise requires, the following rules of interpretation shall apply: -
- (a) references 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 replaced, amended, modified or re-enacted from time to time by any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing one gender include the others (masculine, feminine, common and neuter);
 - (d) references to a person includes an individual, corporation, firm or any body of persons, corporate or unincorporated and includes any public body;
 - (e) 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);
 - (f) references to “Lodging of Tender”, “Interpretation”, “Terms of Tender”, “Conditions of Contract”, “Contract Schedules”, “Offer to be Bound” and “Memorandum of Acceptance” shall mean the respective documents constituting the Tender Documents as referred to in Clause 1 of the Terms of Tender;
 - (g) references to a document shall include all schedules, appendices, attachments and annexures attached to such document, and as amended or supplemented from time to time; and
 - (h) all Contract Schedules shall form part of the Contract.
3. All rights and powers of the Government under the Contract may be exercised by the Government Representative acting on behalf of the Government. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.

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PART 1 TERMS OF TENDER

1. Tender Documents

- (a) The Tender Documents, identified as Tender Ref.: TC 1/2021, comprise the following documents: -
- (i) Lodging of Tender;
 - (ii) Interpretation;
 - (iii) PART 1 – Terms of Tender;
 - (iv) PART 2 – Conditions of Contract;
 - (v) PART 3 – Contract Schedules 1 to 11;
 - (vi) PART 4 – Offer to be Bound; and
 - (vii) PART 5 – Memorandum of Acceptance.
- (b) The interpretation as provided for on Pages 2 to 7 shall apply to the whole set of the Tender Documents and the Contract unless the context provides to the contrary.

2. Invitation to Tender

Tenders are invited from Tenderers who must be: -

- (i) bodies corporate incorporated under the Companies Ordinance (Cap. 622); and
- (ii) holders of a valid Security Company Licence.

for the provision of the Services at the Contract Venue to the Government on such terms and conditions as set out in the Terms of Tender, the Conditions of Contract and the Contract Schedules.

3. Tender Preparation

- (a) Tenders must be completed in English or Chinese and in ink or typescript and be submitted in two envelopes as more particularly stipulated in Clause 4 of the Terms of Tender.
- (b) Tenderers are required to submit a technical proposal and a price proposal which respectively should be prepared as follows:

I. TECHNICAL PROPOSAL

- (i) The technical proposal should, without any indication of the prices, contain the following contents together with documentary proof and other information as required for tender evaluation: -
- (1) PART 1 – Appendix 2 to the Terms of Tender – Tenderer's Declaration
 - (2) PART 1 – Appendix 3(a) to the Terms of Tender – Tenderer's Experience in the Provision of Security and Cleaning Services

- (3) PART 1 – Appendix 3(b) to the Terms of Tender – Information to be Submitted by the Tenderer
 - (4) PART 1 – Appendix 5 to the Terms of Tender – Wage Proposal for Cleaners and Security Guards
 - (5) PART 1 – Appendix 6 to the Terms of Tender – Execution Plan which comprises Work Plan, Organisation and Supervision Plan and Contingency Plan
(Note: Tenderer’s attention is drawn to Notes 1 and 2 of Appendix 6 to the Terms of Tender.)
 - (6) PART 1 – Appendix 7 to the Terms of Tender – Non-collusive Tendering Certificate
 - (7) PART 4 – Offer to be Bound duly signed
 - (8) PART 1 – Appendix 8 to the Terms of Tender - Information Related to Sub-contractor completed **if** the Tenderer proposes to sub-contract cleaning services for the exterior of the radar tower and the radome.
- (ii) The envelope containing the technical proposal shall be marked as follows: -
- “Technical Proposal – Tender for Provision of Facility Management Services to the Government Offices and the Communal Areas in the Kai Tak Cruise Terminal (Tender Ref.: TC 1/2021)”
- (iii) The submission for the Technical Proposal, excluding related annexes and documentary proof, shall not be more than 50 pages in A4 size paper for text (with margin not less than 25mm and character font size not less than 12).
- (iv) The technical proposal submitted by the successful Tenderer may be subject to such modification as may be agreed with the Government and be incorporated into and form part of the Contract.

II. PRICE PROPOSAL

- (i) The price proposal should contain the following contents: -
- (1) PART 1 – Appendix 4 to the Terms of Tender - Price Proposal
- (ii) The envelope containing the price proposal shall be marked as follows: -
- “Price Proposal – Tender for Provision of Facility Management Services to the Government Offices and the Communal Areas in the Kai Tak Cruise Terminal (Tender Ref.: TC 1/2021)”
- (iii) The price proposal submitted by the successful Tenderer may be subject to such modification as may be agreed with the Government and be incorporated into and form part of the Contract.
- (c) 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**:
- (i) a duly signed Offer to be Bound;
 - (ii) Execution Plan; and
 - (iii) the Price Proposal with the price information required duly completed

4. Submission of Tender

- (a) A tender to be submitted in response to this invitation to tender shall include both the technical proposal and the price proposal placed in two separate sealed plain envelopes, each proposal to be submitted in **TRIPLICATE**. Tenders must be clearly marked with the tender reference and the subject of the tender on the outside of the envelope (but should not bear any indication which may relate the tender to the tenderer) addressed to the Chairman, Central Tender Board, and be deposited in the Government Secretariat Tender Box situated at the Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong before 12:00 noon on 19 February 2021 (Hong Kong time). Tenders must be deposited in the tender box as specified above (“Specified Tender Box”) before the tender closing time. Late tenders and tenders not deposited in the Specified Tender Box will not be accepted.
- (b) If a black rainstorm warning signal or tropical cyclone signal No. 8 or above is hoisted at any time between 9:00 a.m. and 12:00 noon on 19 February 2021, the tender closing time will be postponed to 12:00 noon on the first working day (excluding Saturday) after the black rainstorm warning signal has ceased to be in effect or the tropical cyclone signal No. 8 is lowered. In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 12:00 noon on 19 February 2021, 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>).
- (c) Any appendices/annexes to the Terms of Tender, Conditions of Contract and Contract Schedules issued with this invitation to tender must not be altered by the Tenderer. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- (d) Each Tenderer shall only submit one tender.

5. Essential Requirements

A tender which fails to meet any of the following essential requirements will not be considered further:

- (a) A Tenderer must hold a valid Security Company Licence as at the Original Tender Closing Date. ^{Note 1}
- (b) A Tenderer must not have been debarred from tendering for this Contract as at the Tender Closing Date due to its having convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “Relevant Offences”) ^{Notes 2 to 7}
- (i) 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);
- (ii) Section 17I (1) or 38A(4) of the Immigration Ordinance (Cap. 115);

- (iii) Section 89 of the Criminal Procedure Ordinance (Cap. 221) or Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to breach his condition of stay);
- (iv) Sections 7, 7A, 7AA, 43B(3A), 43BA(5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
- (v) 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. If a Tenderer is convicted of any of the Relevant Offences, it is debarred from tendering for this Contract for a period of five years from the date of the Tenderer's last conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism ("Debarment Period"). The five-year 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 will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the established review mechanism on the date immediately 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 of five years from the date of that subsequent conviction. For details of the review mechanism, please visit 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>.

- (c) A Tenderer must not have been debarred from tendering for this Contract as at the Tender Closing Date due to its having accumulated three or more Demerit Points over a rolling period of 36 months. If a Tenderer has accumulated three or more 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. ^{Notes 8 and 9}

Explanatory Notes to Essential Requirements

Note 1 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 Appendix 3(b) to the Terms of Tender, 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.

- Note 2 A Tenderer shall submit as part of the tender a statement of convictions 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; and
 - (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company.

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.

- Note 3 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 the 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.
- Note 4 For the avoidance of doubt, a conviction under appeal or review shall still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted.
- Note 5 For the avoidance of doubt, 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 during the five-year period immediately preceding the Tender Closing Date.
- Note 6 If a Tenderer is found to have made a false declaration of 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.
- Note 7 Notwithstanding Clause 5(b), 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).
- Note 8 Demerit Points under appeal will still be counted for the purpose of debarment.
- Note 9 Where applicable, the Demerit Points issued to its partners if the Tenderer is a partnership or its shareholders if it is a company shall be counted.

6. Wages of Cleaners/Security Guards

- (a) It is a contractual requirement of the Contract that the proposed monthly wage for each Cleaner and Security Guard must not be less than the monthly wage of HK\$9,300 derived from the

prevailing Statutory Minimum Wage (SMW) on the basis of thirty-one (31) days (twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) hours of work per day (hereinafter referred to as “**the monthly wage rate of SMW plus paid rest days**”).

- (b) If the monthly wage for Cleaner or Security Guard proposed in Appendix 5 to the Terms of Tender is less than the monthly wage rate mentioned in sub-clause (a) above, that Tender will be evaluated nevertheless but the proposed wage will be deemed to be not less than **the monthly wage rate of SMW plus paid rest days** for Cleaners and Security Guards for the purpose of tender evaluation.
- (c) The Government Representatives will at any time before the tender exercise is completed request the Tenderer to confirm its abidance by **the monthly wage rate of SMW plus paid rest days** for Cleaners and Security Guards. Should the Tenderer refuse to or otherwise fail to confirm such abidance, the Tenderer will not be further considered by Government for award of the Contract.
- (d) If the Tenderer proposes in Appendix 5 to the Terms of Tender hereto a monthly wage higher than **the monthly wage rate of SMW plus paid rest days** for Cleaners and Security Guards, that higher monthly wage will become binding on the Tenderer should the Tenderer be awarded the Contract.

7. **Sub-contracting of Services**

For the purpose of Clauses 5(b) and 14 of the Terms of Tender, if a Tenderer proposes to sub-contract the services as set out in Clause 3(b)(I)(i)(8), the term “Tenderer” shall include sub-contractor(s) of the Tenderer as the context may require.

8. **Anti-collusion**

- (a) 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 8(b) 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.
- (b) The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Appendix 7 to the Terms of Tender titled as such) as part of its tender.
- (c) In the event that the Tenderer is in breach of any of the representations and/or warranties in sub-clause (a) above or in the Non-collusive Tendering Certificate submitted by it in sub-clause (b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government: -
 - (i) reject the tender;
 - (ii) if the Government has accepted the tender, withdraw its acceptance of the tender; and

- (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- (d) 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 and/or warranties in sub-clause (a) above or in the Non-collusive Tendering Certificate submitted by it in sub-clause (b) above.
- (e) Any breach of any of the representations and/or warranties in sub-clause (a) above or in the Non-collusive Tendering Certificate submitted by it in sub-clause (b) above by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.
- (f) Sub-clause (a) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in the preparation of tender submission.
- (g) The rights of the Government under sub-clauses (c) to (e) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

9. Marking Scheme for Assessment of Tenders

- (a) All tenders that are found to have passed all the essential requirements including those under Clause 5 of the Terms of Tender will be assessed according to the marking scheme set out in Appendix 1 to the Terms of Tender.
- (b) Subject to Clause 10(b) of the Terms of Tender, the tender with the highest combined technical and price score will normally be awarded with the Contract.
- (c) Subject to the other provisions of the Tender Documents, 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.

10. Basis of Acceptance

- (a) Tenders will be considered on an overall basis. Partial or incomplete tenders **WILL NOT BE CONSIDERED.**
- (b) The Government is not bound to accept the tender with the highest combined technical and price score or any tender or to give any reasons for doing so.

11. Prices Tendered

- (a) Tenderers should ensure that the rates or contract value tendered are accurate before submitting their bids. Under no circumstances shall the Government be obliged to accept any request for rates or contract value adjustment on grounds that a mistake has been made in the rates or contract value tendered.
- (b) All rates or contract value tendered in Appendix 4 to the Terms of Tender shall be in Hong Kong currency and, if accepted by the Government, shall remain valid and binding within the Contract Period.
- (c) Without prejudice to Clause 10(b) of the Terms of Tender and the generality of the Conditions of Contract, 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 it is capable of carrying out and completing the Contract. A Tenderer's

failure to so justify and demonstrate to the Government's satisfaction shall entitle the Government to reject the tender.

12. Financial Vetting

- (a) If the Estimated Total Contract Value exceeds HK\$15 million, tenderers shall submit together with their tenders the following documents and other financial information for financial vetting:
- (I) Originals (or copies certified by its auditors) of the accounts of the Tenderer audited by a certified accountant or a public accountant registered under the Professional Accountant Ordinance (Cap. 50) for the three (3) years prior to the Tender Closing Date. The audited accounts must comply with the following requirements:
 - (i) The audited accounts must be prepared in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622).
 - (ii) The latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Closing Date.
 - (iii) The audited accounts must contain the Director's Report, Auditor's Report, Balance Sheet, Income Statement (or commonly referred to as Profit & Loss Account), Statement of Changes in Equity, Cash Flow Statement and Notes to the Accounts.
 - (iv) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by its local law.
 - (v) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
 - (vi) If the Tenderer is a joint venture or partnership, audited accounts for each of the members/participants of the joint venture or partnership must be submitted if the members are incorporated bodies.
 - (vii) If the Tenderer is a subsidiary of another company, apart from the "company only" accounts reflecting the financial position and results of the Tenderer itself, the audited consolidated accounts reflecting the financial position of the group as a whole should also be provided.
 - (II) Management accounts up to a period of not more than three (3) months before the Tender Submission Date should be provided if this has not been covered by the latest audited accounts;
 - (III) Unaudited accounts are acceptable only if the Tenderer is an unincorporated business where audited accounts are not mandatorily required or the Tenderer is a newly established company where the first accounts are not yet available;
 - (IV) The management accounts or unaudited accounts mentioned in sub-clauses (II) and (III) hereof must be certified by the sole proprietor, partners, directors of the Tenderer or by

certified public accountants or other accountants acceptable to the Government;

- (V) Projected profit and loss accounts and cash flow statements of the contract and for each contract year and the pre-operating period (if applicable) complying with the following requirements:
- (i) They should be certified by the company's Director. For a joint venture, separate certification from each of the chief executives of the members/participants of the joint venture is required.
 - (ii) The assumptions used in preparing the projections should be reasonable and must be clearly stated. All the supporting contract schedules and detailed calculations should also be provided.
 - (iii) The projections should at least include the projected revenue, details of operating expenses, capital expenditure including the initial investments and sources of finance, and other particulars showing how the Tenderer will deal with the Contract.
 - (iv) The assumptions by the Government included in the Tender Documents must be reflected in the Tenderer's projections.
- (VI) Copy of the latest annual return filed with the Companies Registry if the Tenderer is a corporate entity or similar statutory filings showing the authorised and issued share capital, name of shareholders and directors if the Tenderer is an overseas company;
- (VII) The latest three (3) to six (6) months' bank statements (originals or certified true copies) confirming balances of the Tenderer's major bank accounts;
- (VIII) Description and amount of all existing contracts (both public and private) on hand; and
- (IX) Description and amount of all tenders that have been submitted to the Government on request.
- (b) Tenderers shall upon the request in writing by the Government provide any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract on or before such date as stated in the written notification by the Government.

13. Tenderers' Response to the Government's Enquiries

- (a) 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 two (2) 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 if complete information is not provided as required.
- (b) 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 reply 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.

14. Award of Contract

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 Conditional Acceptance due to conviction of any of the Relevant Offences in Clause 5(b)(i) to (v) of Terms of Tender or accumulation of three or more Demerit Points in Clause 5(c) of Terms of Tender. The recommended Tenderer will receive a Letter of Conditional 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 Conditional Acceptance by the Government.

15. Contract Deposit

- (a) The successful Tenderer shall within fourteen (14) days from the date of the Letter of Conditional Acceptance referred to in Clause 14 of the Terms of Tender or at such other time as shall be directed by the Government, deliver to the Government a Contract Deposit of the following amount as security for the due and faithful performance of the Contract:-
- (i) If it passes the financial vetting – an amount equivalent to two percent (2%) of the Estimated Total Contract Value as set out in the successful Tenderer’s price proposal in Appendix 4 to the Terms of Tender.
 - (ii) If it fails the financial vetting – an amount equivalent to five percent (5%) of the Estimated Total Contract Value as set out in the successful Tenderer’s price proposal in Appendix 4 to the Terms of Tender.
- (b) The Contract Deposit may be paid either in cash or by way of a banker’s guarantee in the form attached at Appendix 9 to the Terms of Tender issued by a bank holding a valid banking licence under the Banking Ordinance (Cap. 155).
- (c) A Tenderer shall elect the method of providing a Contract Deposit in Part D of Appendix 2 to the Terms of Tender. In the event that a Tenderer fails to elect the method of providing a Contract Deposit in Appendix 2 to the Terms of Tender, it will be assumed that the Tenderer will pay the Government the Contract Deposit by way of cash in accordance with Clause 21 of the Conditions of Contract.
- (d) The Contract Deposit, whether paid by way of cash or Banker’s Guarantee shall be returned to the Contractor or released in accordance with the Contract.
- (e) If a Tenderer fails to deliver to the Government the Contract Deposit within such time as specified in Clause 15(a), the Government shall be at liberty to terminate the Contract, to conduct a new tender exercise or to take such appropriate action as the Government deems fit.

16. Tender to Remain Open

- (a) Tenders shall remain valid and open for acceptance by the Government on these terms for not less than one hundred and eighty (180) days after the Tender Closing Date.
- (b) If before expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer’s action and this may prejudice its future standing as a Government contractor.

17. Undisclosed Agency

The person who signs a tender as 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.

18. Documents of Unsuccessful Tenderers

Documents of unsuccessful Tenderers may be destroyed three (3) months after the Contract has been awarded.

19. New Information Relevant to Qualified Status

Tenderers should inform the Government in writing immediately of any factor which might affect their status as the holder of a Security Company Licence.

20. Complaints about Tendering Process

The tendering process is subject to internal monitoring to ensure that the Contract is awarded properly and fairly. Any Tenderer who feels that its offer has not been fairly evaluated may write to the Commissioner for Tourism 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 should lodge the complaint within three (3) months after the award of Contract.

21. Personal Data Provided

- (a) The personal data of any individual provided by a Tenderer in the tender will be used for tender evaluation and contract award purposes.
- (b) A Tenderer shall ensure that, prior to disclosure in the tender, the relevant individual to whom the personal data belongs to has acknowledged and consented that his/her personal data may be disclosed to the Government Representative and all parties responsible for tender evaluation in other Government bureaux, departments and non-Government organisations.
- (c) The individual to whom the personal data belongs 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 personal data provided in the tender.
- (d) 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 of the Commerce, Industry and Tourism Branch, Commerce and Economic Development Bureau.

22. Consent to Disclosure

The Government shall have the right to disclose, without further reference or notice to the successful Tenderer, whenever the Government considers appropriate or upon request (written or otherwise) by any third party information on the awarded Contract, including the name and address of the successful Tenderer, description of the Services, wages and working conditions for the successful Tenderer's employees including those of its sub-contractors, and the contract value.

23. Contractor's Performance Monitoring

Tenderers are advised that should the Government award the Contract to the successful Tenderer, its performance of the Services under the Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that the successful Tenderer may submit in future.

24. Cancellation and Costs of Tender

- (a) The Government may at any time cancel this tender and the Government is not bound to give any reasons therefor.
- (b) Upon cancellation of this invitation to tender, the Government reserves the right to re-issue the invitation to tender (on such terms and conditions as it considers fit), or directly appoint another contractor to take up the Services (through whatsoever and howsoever means), or to itself undertake the Services internally within the Government.
- (c) All tenders are submitted at the sole costs of the Tenderers. The Government will not under any circumstances be liable to the Tenderers for any costs arising out of their preparation and submission or in explaining or clarifying any tender details.

25. Tenderer's Enquiries

- (a) Any enquiries from a prospective tenderer concerning the Tender Documents up to the date of lodging its tender with the Government shall be in writing and shall be submitted to:

Tourism Commission
Commerce and Economic Development Bureau
25/F, West Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong
Fax: (852) 2179 5307
Email: tcenq@cedb.gov.hk

- (b) After lodging a tender with the Government, a Tenderer shall not attempt to initiate any contact, whether direct or indirect, with the Government on its tender or the 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.

26. Tender Briefing Session and Site Visit

- (a) A tender briefing session and a site visit will be held on 5 February 2021. Prospective Tenderers who wish to submit a bid in this tender are strongly recommended to attend this briefing session and site visit. Prospective Tenderers who would like to attend the briefing session and the site visit should complete and return the registration form as detailed in Appendix 10 to the Terms of Tender.
- (b) Each prospective Tenderer may nominate not more than two (2) representatives for the briefing session and site visit.
- (c) The schedule of the tender briefing session and site visit is subject to change at the sole discretion of the Government.
- (d) Any information given at the tender briefing session and the site visit should not be taken as varying the information in the Tender Documents unless subsequently confirmed in writing by the Government.

27. Amendments to Tender

The Government reserves the right to amend this tender at any time prior to the Tender Closing Date. Any amendments to this tender will be by way of an addendum and will be forwarded to all prospective Tenderers who have obtained a copy of the Tender Documents from the Government.

28. Negotiation

The Government reserves the right to negotiate with any Tenderer about the terms of its offer.

29. Counterproposal

Any counterproposal or any offer not in accordance with the terms of this tender on the part of a Tenderer may render its tender **NOT TO BE CONSIDERED**.

30. The Attachments

- (a) Tenderers should study all attachments to the Tender Documents (including the annexes, appendices and contract schedules) carefully before submitting their tenders. Tenderers should note that all information and statistics provided by the Government in connection with this tender are for reference only. The Government (including its servants and agents) gives no warranty or representation, expressed or implied, as to the accuracy, availability, completeness, usefulness or future changes of such statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.
- (b) Any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in the Terms of Tender, Conditions of Contract, Service Specifications or the Contract Schedules (including all annexes and appendices).

31. Environmentally Friendly Measures

The following environmentally friendly measures are recommended in the preparation of the tender documents: -

- (a) All documents should preferably be printed on both sides and on recycled papers. Papers exceeding 80 gsm are not recommended as a general rule.
- (b) Excessive use of plastic laminates, glossy covers or doubled covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.

32. Exclusion

Without prejudice to other provisions of this invitation to tender, the Government reserves the right to exclude a Tenderer for further consideration of the tender on the following grounds: -

- (a) bankruptcy;
- (b) winding up;

- (c) false declaration;
- (d) insolvency;
- (e) significant or persistent deficiencies in performance of any substantive requirement or obligation under contract(s);
- (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) conviction(s) in respect of serious crimes or other serious public offences; or
- (h) other acts or omissions that adversely reflect upon the professional conduct, integrity, responsibility or honesty of the Tenderer.

Appendix 1 to the Terms of Tender

Marking Scheme for Tender Evaluation

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(c)** of 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 Offer to be Bound;
- (b) Execution Plan; and
- (c) the Price Proposal with the price information required duly completed.

Stage 2 – Compliance with Essential Requirements

3. A tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements including those set out in **Clause 5** of the Terms of Tender. **A tender which fails to meet any of the following essential requirements will not be considered further.** A tender which passes Stage 2 will proceed to Stage 3 assessment.

- (a) A Tenderer must hold a valid Security Company Licence as at the original Tender Closing Date. ^{Note 1}
- (b) A Tenderer must not have been debarred from tendering for this Contract as at the Tender Closing Date due to its having convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “Relevant Offences”) ^{Notes 2 to 7}
 - (i) 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);
 - (ii) Section 17I (1) or 38A(4) of the Immigration Ordinance (Cap. 115);
 - (iii) Section 89 of the Criminal Procedure Ordinance (Cap. 221) or Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to breach his condition of stay);
 - (iv) Sections 7, 7A, 7AA, 43B(3A), 43BA(5) or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); or
 - (v) 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. If a Tenderer is convicted of any of the Relevant Offences, it is debarred from tendering for this Contract for a period of five years from the date of the Tenderer's last conviction or such shorter period as may be determined by the Central Tender Board under the review mechanism ("Debarment Period"). The five-year 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 will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the established review mechanism on the date immediately 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 of five years from the date of that subsequent conviction. For details of the review mechanism, please visit 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>.

- (c) A Tenderer must not have been debarred from tendering for this Contract as at the Tender Closing Date due to its having accumulated three or more Demerit Points over a rolling period of 36 months. If a Tenderer has accumulated three or more 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. ^{Notes 8 and 9}

Explanatory Notes to Essential Requirements

Note 1 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 **Appendix 3(b) to the Terms of Tender**, 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.

Note 2 A Tenderer shall submit as part of the tender a statement of convictions 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; and
- (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company.

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.

Note 3 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 the 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.

Note 4 For the avoidance of doubt, a conviction under appeal or review shall still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted.

Note 5 For the avoidance of doubt, 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 during the five-year period immediately preceding the Tender Closing Date.

Note 6 If a Tenderer is found to have made a false declaration of 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.

Note 7 Notwithstanding para. 3(b), in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:

- (c) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap.485); and
- (d) 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).

Note 8 Demerit Points under appeal will still be counted for the purpose of debarment.

Note 9 Where applicable, the Demerit Points issued to its partners if the Tenderer is a partnership or its shareholders if it is a company shall be counted.

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. Passing marks 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 passing marks for Assessment Criterion 1, 2 or 3 will not be considered further.**

5. The submission for Section (A) Execution Plan, excluding related annexes and documentary proof, **shall not be more than 50 pages in A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages exceeding the specified limit will be considered in the tender evaluation but 0.5 mark will be deducted from the total technical marks for each excessive page, subject to a maximum of 5 marks.

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 Notes 2 and 5)	20	4								4	
(2) Organisation and Supervision Plan (See Notes 3 and 5)	15	3								3	
(3) Contingency Plan (See Notes 4 and 5)	10	2								2	
(4) Innovative suggestions											
(a) Type I – directly relevant to the Services (See Note 6)	8	4								–	
(b) Type II – not directly relevant to the Services but can bring positive values or benefits to Government or the public (See Note 7)	4	2								–	
Sub-total for (A)		57								–	
(B) Experience, Certification and Qualification											
(5) Tenderer's experience in the provision of security and cleaning services (See Note 8)	8	2								–	
(6) Experience and Qualifications of Property Manager(s) (See Note 9)	3	1								–	
(7) Valid and relevant ISO and OHSAS certifications (See Note 10)	3	1								–	
Sub-total for (B)		14								–	
(C) Labour Benefits											
(8) Proposed monthly wages for Security Guards and Cleaners (See Note 11)	27	N.A.								–	
(9) Proposed daily maximum working hours for Security Guards and Cleaners (See Note 12)	2	2								–	
Sub-total for (C)		29								–	
Total Technical Mark		100								–	

6. 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 (4a) and (4b)

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 11 below.

For Assessment Criterion (9)

Standard score of 1 or 0 will be awarded.

Note 2: for Assessment Criterion (1) – Work Plan

The Work Plan shall cover the following items:

- (a) 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;
- (b) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the security services;
- (c) daily/weekly/monthly work plans in meeting the work schedules and the performance

- requirements of the Contract in respect of the cleaning services;
- (d) safety measures adopted for the performance of the Contract including cleaning of external walls, operation of hydraulic platforms for working at height, handling of security incidents and carrying out operations such as crowd control and access control;
 - (e) 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
 - (f) 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.

Note 3: for Assessment Criterion (2) – Organisation and Supervision Plan

The Organisation and Supervision Plan shall cover the following items:

- (a) an organisation chart showing the line of command and division of labour of the proposed workforce;
- (b) details of the professional qualifications and experience of the key personnel including Property Managers, Senior Building Management Officers and Building Management Officers, etc. proposed by the Tenderer for the Contract;
- (c) 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
- (d) details of the training programmes provided to staff for the performance of the Contract.

Note 4: for Assessment Criterion (3) – Contingency Plan

The Contingency Plan shall cover the following items:

- (a) 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;
- (b) 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, outbreaks of pandemic, etc.; and
- (c) details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

Note 5: 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 –
 - 5 – The proposed plan is **practical** with **detailed information** on **all** items as well as **offers exceeding the contract requirements** on **over half** of the items of the respective plan as required in Notes 2 to 4 above.
 - 4 – The proposed plan is **practical** with **detailed information** on **all** items as well as **offer exceeding the contract requirements** on **one** of the items of the respective plan as

required in Notes 2 to 4 above.

- 3 – The proposed plan is **practical** with **detailed information** on **all** items of the respective plan as required in Notes 2 to 4 above.
- 2 – The proposed plan is **practical** with **detailed information** on **over half** of the items and brief information covering the remaining items of the respective plan as required in Notes 2 to 4 above.
- 1 – The proposed plan is **practical** with **brief information** on **all** items of the respective plan as required in Notes 2 to 4 above.
- 0 – The proposed plan is **impractical** or **fails** to provide information on **any** of the items of the respective plan as required in Notes 2 to 4 above.

(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, “Offers exceeding the contract requirements” to be assessed under Assessment Criteria (1) to (3) will normally not alter the existing or conventional mode of service delivery, e.g. providing more manpower for the security teams or conducting more frequent cleaning services/inspection in addition to the requirements set out in the contract. “Innovative suggestions” to be assessed under Assessment Criteria (4a) to (4b) 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.

Note 6: 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.;
 - (ii) adoption of technology to enhance service delivery in cleaning services e.g. automatic cleaning equipment and hygiene sensing devices; and/or
 - (iii) adoption of technology to enhance service delivery in property and facility management e.g. 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) Para. (c) of Note 5 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 highlight the proposed innovative suggestions with all of the following details –
- (i) the type (i.e. Type I or Type II) of innovative suggestion which each of them belongs to;
 - (ii) sufficient details on what improvements/benefits/positive values to which their proposed innovative suggestions can bring about; and
 - (iii) how they are to be implemented,
- in their submissions to facilitate tender evaluation. If a tenderer fails to specify item (i) above, it will be deemed as proposed under Type I.
- (h) Tenderers shall submit the following 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 the 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 7: 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) Para. (c) of Note 5 and paras. (e) to (j) of Note 6 above are also applicable to this Note.

Note 8: for Assessment Criterion (5) – Tenderer’s experience in the provision of security and cleaning services

- (a) Assessment will be based on the aggregate number of years of experience in providing security and cleaning services concurrently 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 and cleaning services concurrently (not less than one year) for a premises having a total Gross Floor Area (GFA) of **no less than 35 000 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 nine (9) or more years’ experience.
- 3– An aggregate of seven (7) to less than nine (9) years’ experience.
- 2– An aggregate of five (5) to less than seven (7) years’ experience.
- 1– An aggregate of three (3) to less than five (5) years’ experience.
- 0– An aggregate of less than three (3) 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 under the same name of 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 and cleaning services in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (i) For the purpose of tender assessment, the relevant experience in providing security and cleaning services could be gained under the same contract or different contracts through direct employees. However, a Tenderer’s experience under different contracts will not be double-counted for those overlapping periods. A Tenderer’s experience under different contracts with overlapping periods is to be counted in accordance with the following example: -

Example:

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	16.4.2013 – 15.4.2015	730

B2	Cleaning and Security	1.10.2014 – 31.3.2016	16.4.2015 – 31.3.2016	351
			Total:	1 081

Note 9: for Assessment Criterion (6) – Qualification of a Property Manager

- (a) Assessment will be based on working experience and qualifications on or before the original Tender Closing Date possessed by the Property 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 – Property Manager(s) possessing working experience and qualifications meeting the following three requirements –
 - (i) having an aggregate of **not less than five (5) years'** full-time working experience at management or supervisory level in overseeing cleaning and/or security service contracts in the **past 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 – Property Manager(s) possessing any two (2) of the three (3) working experience or qualification requirements listed in (i), (ii) or (iii) of this Note above.
 - 1 – Property 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 – Property Manager(s) possessing none of the three (3) working experience or qualification requirements listed in (i), (ii) or (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 five (5) years' full-time working experience shall refer to that possessed by the **same** Property Manager but not aggregated among different Property Managers. For example, if a Tenderer proposes Property Managers A and B each having four years' relevant experience only, without any relevant qualification, since neither property manager has an aggregate of not less than five years' relevant experience, the property 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 five (5) years’ working experience” is equivalent to have accumulated 1 825 days (i.e. 365 days x 5) of working experience.
- (g) It is not necessary for a Property Manager to have continuous full-time working experience at management or supervisory level in overseeing cleaning and/or security service contracts in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (h) If more than one Property Managers are proposed by a Tenderer, standard score will be given according to the aggregate numbers of experience and qualification requirements listed in (i) to (iii) of this Note above met by all Property Manager(s) proposed by the Tenderer for the Contract. For example, if a Tenderer proposes Property Managers A and B. Property Manager A meets the qualification requirements listed in (i) and (ii) of this Note above and Property Manager B meets the qualification requirements listed in (i) and (iii). The property 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 10: 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 property management, building management, facilities management, security services or cleaning services, and are valid as at the original Tender Closing Date.

Note 11: for Assessment Criterion (8) – Proposed monthly wages for Security Guards and Cleaners for this Contract

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

P₁ = Proposed monthly wage for Security Guards of the conforming tender being assessed

P₂ = Proposed monthly wage for Cleaners of the conforming tender being assessed

H₁ = The highest proposed monthly wage for Security Guards among all conforming tenders

H₂ = The highest proposed monthly wage for Cleaners among all conforming tenders

C = **\$9,300**, i.e. the prevailing monthly wage rate of Statutory Minimum Wage (“SMW”) plus paid rest days for Security Guards and Cleaners derived on the basis of 31 days (i.e. eight (8) hours of work per day and 27 working days plus four (4) paid rest days per month)

$$\text{Marks scored} = 27 \times \left(\left[60\% \right] \times \frac{P_1 - C}{H_1 - C} + \left[40\% \right] \times \frac{P_2 - C}{H_2 - C} \right)$$

$$\left[\quad M_1 \quad \right] \left[\quad M_2 \quad \right]$$

Illustrative Example for Tenderer’s Proposed Monthly Wage for Security Guards and Cleaners	Marks Scored (Example)
<p>P₁ = HK\$9,500 P₂ = HK\$9,400 H₁ = HK\$9,600 H₂ = HK\$9,500 C = HK\$9,300</p>	<p>Marks scored =</p> $27 \times \left(60\% \times \frac{9,500 - 9,300}{9,600 - 9,300} + 40\% \times \frac{9,400 - 9,300}{9,500 - 9,300} \right)$ <p>= 16.20</p>

(b) If H₁ or H₂ is equal to C, no marks will be given for M₁ or M₂ to all Tenderers respectively.

(c) If a Tenderer fails to indicate any monthly wage or P₁ or P₂ is each less than C, the tender will be evaluated but the respective P₁, or P₂ 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 their abidance by the SMW 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. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

(d) The marks scored will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under para. 6 above.

Note 12: for Assessment Criterion (9) - Proposed daily maximum working hours for Security Guards and Cleaners

- (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 and Cleaners are **ten (10) hours** excluding meal break (i.e. net total) **or less**.
 - 0 – Proposed daily maximum working hours for any Security Guards or Cleaners are **more than ten (10) 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 ten (10) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of ten (10) 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 ten (10) 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

7. Failure to submit a Price Proposal in **Appendix 4 to the Terms of Tender** with price information duly completed will render a tender invalid and will not be considered further. The price assessment is based on the Estimated Total Contract Value of the tenders which have passed Stage 3 assessment.

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

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

[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 para. 6 above.]

Stage 5 - Calculation of Combined Score

9. The combined score of a conforming tender will be determined by the following formula –
Weighted Technical Score + Weighted Price Score

10. 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 tender 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.

Appendix 2 to the Terms of Tender

Tenderer's Declaration
(To be included in Technical Proposal)

A – Tenderer's Portfolio

1. Name of Tenderer (in English) : _____

(in Chinese) : _____

2. Details of Tenderer

(a) Scope of Business : _____

(b) Registered Office

(i) Address : _____

(ii) Telephone Number : _____ (iii) Fax Number : _____

(c) Year of Establishment : _____

(i) Ownership : _____

(ii) If a subsidiary, name of parent company : _____

(d) Members of the Tenderer : Name Residential Address

(i) Managing Director

(ii) Director

(iii) Owner/Shareholder

(e) No. of staff : _____

Appendix 2 to the Terms of Tender

Tenderer's Declaration
(To be included in Technical Proposal)

B – Statement of Convictions

A Tenderer hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Clause 5(b)(i) to (v)) for a period of 5 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 Tourism Commission, Commerce and Economic Development Bureau 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 Tourism Commission, Commerce and Economic Development Bureau for the purposes of assessment of our Tender under this tender exercise and subsequent management of the Contract.

Appendix 2 to the Terms of Tender

Tenderer's Declaration
(To be included in Technical Proposal)

C – Sub-contractor's Acknowledgement

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 Tenderer/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.

D – Others

Contract Deposit

[Please refer to Clause 15 of the Terms of Tender and Clause 21 of the Conditions of Contract.]

If my/our tender is accepted, I/we shall elect, pursuant to Clause 15 of the Terms of Tender to deposit with the Government, within fourteen (14) days from the date of the Letter of Conditional 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 prescribed in Clause 15 of the Terms of Tender as security for the due and faithful performance of the Contract: -

* (i) in cash, or

* (ii) in the form of a banker's guarantee in accordance with Clause 15 of the Terms of Tender.

** Delete as appropriate. In the event that a Tenderer fails to elect which method of providing a Contract Deposit it prefers, it will be assumed that the Tenderer will deposit cash with the Government.*

Signature of Person

Authorised to Sign Tender : _____

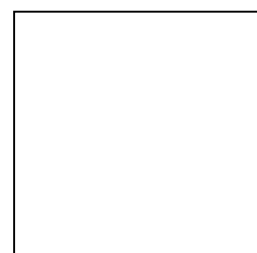
Company Chop :

Name in Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____



Appendix 3(a) to the Terms of Tender

Tenderer’s Experience in the Provision of Security and Cleaning Services

(To be included in Technical Proposal)

My/our relevant experience in providing security and cleaning services concurrently to commercial, residential, government or educational premises in the **ten (10) years** immediately preceding the Original Tender Closing Date. Only experience for providing security and cleaning services concurrently (not less than one year) for a premises having a total Gross Floor Area (GFA) of **no less than 35 000 m²** shall be counted.

Contract title & Contract no.	Contract start date	Contract end date	Location of the premises	Gross floor area of the premises served (m ²)	Client name & contact of the referee(s)

(Use separate sheets if required)

Appendix 3(b) to the Terms of Tender

Information to be Submitted by the Tenderer
(To be included in Technical Proposal)

1. The following documents are attached for assessment:

Business Status

- Copy of a valid Business Registration Certificate. The certificate should bear a machine printed line to show that full registration fee has been paid.
- Copy of the current Memorandum and Articles of Association, the Certificate of Incorporation and any other corporate documents evidencing business status.

ISO/OHSAS Certifications

Documentary evidence of my/our accreditation to the standard of the following:

- ISO 9001 ISO 9002 ISO 14001 OHSAS 18001

Requirements of Experience and Qualification

- Documentary evidence of the relevant experience as stated in Appendix 3(a) to the Terms of Tender.
- Copy of a valid Security Company Licence issued under the Security and Guarding Services Ordinance (Cap. 460). The copy of the licence provided should be able to show that the annual fee has been paid covering the period up to or beyond the Tender Closing Date.

(Please indicate by as appropriate)

- 2 I/We hereby authorise Tourism Commission, Commerce and Economic Development Bureau to obtain information from the referee(s) provided in Appendix 3(a) to the Terms of Tender regarding my/our relevant experience in providing facility management services and give consent for the referee(s) to release and provide information to Tourism Commission, Commerce and Economic Development Bureau as regards my/our record of experience concerning the types of services listed in Contract Schedules 2, 3, 4, 5 and 6.

Appendix 4 to the Terms of Tender

Price Proposal
(Rates of Charge for the Provision of the Services)

[Please refer to Clause 11 of the Terms of Tender.]

Section I - Monthly Rate

Provision of the Services in accordance with the service requirements as detailed in the respective Contract Schedules and on such terms as set out in the Terms of Tender and the Conditions of Contract				
Item	Description	Quantity Required (I)	Unit Rate Per Month (HK\$) (II)	Monthly Rate (HK\$) (I) x (II)
1	Facility Management Services			
	(a) Property Manager	One (1) person		
	(b) Senior Building Management Officer	Two (2) persons		
	(c) Building Management Officer	One (1) person		
2	Cleaning, Disinfection and Pest Control Services			
	(a) Cleaning Supervisor	Two (2) persons		
	(b) Cleaner	Twelve (12) persons (including two (2) qualified Cleaners to perform cleaning tasks at height)		
3	Waste Disposal Services from refuse collection points to landfills	One package		
4	Security Services			
	(a) Senior Security Officer	Three (3) persons		
	(b) Security Guard	Twenty-five (25) persons		
5	Landscape and Horticultural Maintenance Services including tree risk assessment, provision, maintenance and replacement of seasonal flowers during Christmas and Lunar New Year	One package		
Total Monthly Amount for items 1 to 5 of Section I:				HK\$ _____ (A)

Appendix 4 to the Terms of Tender

**Price Proposal
(Rates of Charge for the Provision of the Services)**

[Please refer to Clause 11 of the Terms of Tender.]

Section II – Cleaning Services for the Exterior of the Radar Tower and the Radome

One (1) cleaning operation per year, i.e. a total of three (3) cleaning operations during the 36-month Contract Period:

HK\$ _____ (B)

Total for Sections I and II: (i.e. (C) = [(A) x 36 months] + (B))	HK\$ _____ (C)
--	-----------------------

Section III – Security Officers

In accordance with Clause 2(iii) of Contract Schedule 4, the Contractor shall deploy a **maximum of nine (9) Security Officers per day to the Government Offices when there is ship at berth at the Kai Tak Cruise Terminal**, each providing security services on a **6-hour shift basis**, which may be extended on an hourly basis upon request.

	Quantity Required (III)	Hourly Rate Per staff (HK\$) (IV)	Estimated Service Requirement (V)	Total Amount (HK\$) (III x IV x V)
Security Officer	Nine (9) persons (maximum per day)	HK\$ _____	x 2,600 hours*	HK\$ _____ (D)

**The estimated number of hours is calculated on the assumption of 12 ship calls per month on average (exact number of ship calls may fluctuate between months) and a 6-hour shift for each ship call multiplied by 36 months. Actual hours of work per ship call and the total hours of work per month shall be subject to the actual ship call schedule for a particular month.*

Section IV – Additional Security Guards and/or Cleaners

Deployment of additional Security Guard(s) and/or Cleaner(s) will be required on an **as and when required** basis. The additional Security Guard(s) and/or Cleaner(s) deployed will be remunerated in accordance with the following hourly rates:

	Hourly Rate Per Staff (HK\$) (a)	Estimated Total Amount* (HK\$)
Security Guard	HK\$ _____	HK\$ _____ [(a) x 2 man-hours/month x 36 months]

Cleaner	HK\$ _____	HK\$ _____ <i>[(a) x 2 man-hours/month x 36 months]</i>
Total for Section IV:		HK\$ _____ (E)

* The estimated additional man-hours required for Security Guard(s) and Cleaner(s) is two (2) hours per month respectively during the 36-month Contract Period. The Government does not warrant, undertake or bind itself to require any additional services.

Estimated Total Contract Value (i.e. (C) + (D) + (E)) = HK\$ _____

Notes:

1. The rates of charge offered in this Appendix 4 shall be the full inclusive value of the Services covered by this Contract. The rates shall be inclusive of any and all expenses, costs, charges and disbursements which may be incurred by the Contractor in providing the Services under the Contract.

2. The number of Security Officers quoted in Section III is an estimated number for each month only and the actual number of Security Officers required during a month may vary and depend on the ship call schedule for that particular month.

3. Notwithstanding the monthly or hourly rates quoted, the actual Monthly Fee to be paid to the Contractor shall be calculated in accordance with Clause 18 of the Conditions of Contract.

Signature of Person

Authorised to Sign Tender : _____

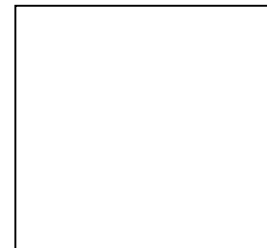
Company Chop :

Name in Block Letter : _____

Name of Tenderer : _____

Tel. No. / Fax. No. : _____

Date : _____



Appendix 5 to the Terms of Tender

Proposed Monthly Wages and Daily Maximum Working Hours for Security Guards and Cleaners

(To be included in Technical Proposal)

[Please refer to Clause 6 of the Terms of Tender and Appendix 1 to the Terms of Tender.]

Rank	Proposed Monthly Wages	Proposed Daily Maximum Working Hours
Security Guard	HK\$ _____ Calculated on the basis of 31 days per month (27 working days plus 4 paid rest days and 8 hours of work per day)	<input type="checkbox"/> (a) Ten (10) hours or less excluding meal break or <input type="checkbox"/> (b) _____ hours excluding meal break (To specify the number of hours in case the proposed daily maximum working hours are more than ten (10) hours excluding meal break.) (<input type="checkbox"/> please ✓ where appropriate)
Cleaner	HK\$ _____ Calculated on the basis of 31 days per month (27 working days plus 4 paid rest days and 8 hours of work per day)	<input type="checkbox"/> (a) Ten (10) hours or less excluding meal break or <input type="checkbox"/> (b) _____ hours excluding meal break (To specify the number of hours in case the proposed daily maximum working hours are more than ten (10) hours excluding meal break.) (<input type="checkbox"/> please ✓ where appropriate)

Notes:

- The proposed monthly wages for each Security Guard and Cleaner must not be less than the monthly wage of HK\$9,300 derived from the prevailing Statutory Minimum Wage (SMW) on the basis of thirty-one (31) days (twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) hours of work per day (hereinafter referred to as “**the monthly wage rate of SMW plus paid rest days**”).

2. The monthly wages payable to each Security Guard and Cleaner during the Contract Period should not be less than (i) the relevant monthly wages committed by the Tenderer in this Appendix; or (ii) any adjusted wage level brought about by future revisions of the Statutory Minimum Wage, whichever is the higher.
3. If the monthly wages proposed by a Tenderer for the Security Guards and Cleaners are less than **the monthly wage rate of SMW plus paid rest days**, that Tender will be evaluated nevertheless but the proposed wages will be deemed to be not less than **the monthly wage rate of SMW plus paid rest days** for the purpose of tender evaluation.
4. 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 ten (10) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of ten (10) 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 ten (10) hours. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

Appendix 6 to the Terms of Tender

**Execution Plan –
Work Plan, Organisation and Supervision Plan, and Contingency Plan**
(To be included in Technical Proposal)

The Execution Plan shall comprise the following –

A. Work Plan

The Work Plan shall cover the following items:

- (a) 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;
- (b) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the security services;
- (c) daily/weekly/monthly work plans in meeting the work schedules and the performance requirements of the Contract in respect of the cleaning services;
- (d) safety measures adopted for the performance of the Contract including cleaning of external walls, operation of hydraulic platforms for working at height, handling of security incidents and carrying out operations such as crowd control and access control;
- (e) 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
- (f) details of the arrangement during transition-in and transition-out periods including implementation plan and timeline in arrangement of taking over/handling over of duties at pre-commencement and upon expiry of the Contract.

B. Organisation and Supervision Plan

The Organisation and Supervision Plan shall cover the following items:

- (a) an organisation chart showing the line of command and division of labour of the proposed workforce;
- (b) details of the professional qualifications and experience of the key personnel including Property Managers, Senior Building Management Officers and Building Management Officers, etc. proposed by the Tenderer for the Contract;
- (c) 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
- (d) details of the training programmes provided to staff for the performance of the Contract.

C. Contingency Plan

The Contingency Plan shall cover the following items:

- (a) 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;
- (b) 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, outbreak of pandemic, etc.; and
- (c) details of mechanism for maintaining close communication with the Government Representatives when there are emergency situations.

Notes:

1. The aforementioned Plans submitted will be evaluated by the Government according to the marking scheme for tender evaluation at Appendix 1 to the Terms of Tender. Omission of details required will affect scoring.
2. The Government shall be entitled to amend from time to time after the Contract is awarded the Execution Plan submitted to suit the need and requirements of the Government. Upon request by the Government, the Contractor shall at its own costs revise the plan to the satisfaction of the Government.

Appendix 7 to the Terms of Tender

Non-collusive Tendering Certificate
(To be included in 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.

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 subcontracting 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 8(a) of the Terms of Tender, the Government may exercise any of the rights under Clauses 8(c) to (e) of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

- Under the Competition Ordinance (Cap. 619 of the Laws of Hong Kong), 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 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 :

Appendix 8 to the Terms of Tender

Information Related to Sub-contractor

(To be included in Technical Proposal)

[Please refer to Clause 7 of the Terms of Tender and Clause 29 of the Conditions of Contract.]

Cleaning services for the exterior of the radar tower and the radome (if sub-contract to a service provider)

Sub-contractor(s)		Role and Responsibility	Relevant Experience
(i)	Name		
	Address		
(ii)	Name		
	Address		
(iii)	Name		
	Address		
(iv)	Name		
	Address		

(Use separate sheets if required)

Appendix 9 to the Terms of Tender

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

[Please refer to Clause 15 of the Terms of Tender and Clause 21 of the Conditions of Contract.]

THIS GUARANTEE is made on the day of
BETWEEN
of, a bank within the meaning of the Banking Ordinance Chapter 155 (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 of (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as Tourism Commission, Commerce and Economic Development Bureau Contract No.), the Contractor agreed and undertook to provide facility management services 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 HK\$ _____.

(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 Offices and the Communal Areas in the Kai Tak Cruise Terminal of 33 Shing Fung Road, Kowloon marked for the attention of Assistant Manager (Tourism) 4/Terminal Management, facsimile number 2179 5307;

(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

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.

Appendix 10 to the Terms of Tender

To: Tourism Commission
Commerce and Economic Development Bureau
Fax: (852) 2179 5307

Registration Form for Attending Tender Briefing cum Site Visit

**Provision of Facility Management Services to the
Government Offices and the Communal Areas in the Kai Tak Cruise Terminal
(Tender Ref.: TC 1/2021)**

Details of the Briefing Session cum Site Visit

Date : 5 February 2021 (Friday)
Time : 9:30 a.m.
Venue : Kai Tak Cruise Terminal

Details of Registration:

The following person(s) from our company will attend the briefing session cum site visit:

	Name	Post Title
(1)	_____	_____
(2)	_____	_____

(Note: a maximum of two (2) representatives from each company)

Signature : _____	Name : _____
Post title : _____	Company : _____
Phone no.: _____	Fax no. : _____
E-mail address : _____	Date : _____

NOTE

This form should be completed and returned by fax to the Tourism Commission on or before 2 February 2021.

PART 2

CONDITIONS OF CONTRACT

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PART 2
CONDITIONS OF CONTRACT

1. Contract Period

The Contractor shall provide the Services to the Government during the Contract Period of **thirty-six (36) months commencing from 1 June 2021** or any other date as directed by the Government provided that notwithstanding any other provisions, the Government may by not less than thirty (30) days' prior notice in writing extend the Contract for a period or periods up to an aggregate of six (6) months on the same terms and conditions herein except this provision for extension.

2. Contractor's Obligations

- (a) The Contractor shall on each and every day of the year during the Contract Period provide to the Government, by deploying the Contractor's Employees, the Services at the Contract Venue in accordance with the Contract Schedules set out in Part 3 of the Tender Documents subject to the terms and conditions of this Contract.
- (b) The Contractor shall not allow any interruption to or be excused from providing the Services under this Contract for any reason whatsoever including inclement weather or outbreak of pandemic.

3. Probable Requirements

The Contractor acknowledges that the manpower estimates specified in Contract Schedule 6 are estimates given for the Contractor's reference only. The actual requirements may vary depending on the actual need of the Government. The Government does not in any way guarantee the quantities given. The Government does not commit to a minimum or maximum quantity to be required under the Contract. The actual quantities required by the Government may be more or less than the stated estimates and the Contractor must be prepared to accept any increase or decrease in the stated estimates.

4. Additional Services

- (a) Notwithstanding anything to the contrary herein contained, the Government Representative may from time to time and at any time during the Contract Period: -
 - (i) by giving seven (7) days' prior written notice to the Contractor, require the provision of such additional services at such part of the Contract Venue, for such duration and in such manner as may be specified in the notice; and
 - (ii) by giving the Contractor two (2) hours' prior verbal notice, require the Contractor to carry out emergency services at such part of the Contract Venue, for such duration and in such manner as may be directed by the Government Representative.
- (b) Where a notice is served under sub-clause (a) and, in the case of sub-clause (a)(i), which notice is not cancelled by the Government Representative by written notice not less than twenty-four (24) hours prior to the time at which the additional service is required to commence, the Contractor shall be remunerated for any additional services provided pursuant to such notice an amount calculated on the basis of the applicable rates of charge set out in Contract Schedule 7.

5. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that: -

- (a) the Contractor and all the Contractor's Employees shall have the necessary skills, 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, skillful and workmanlike manner and shall perform the Services to the satisfaction of the Government;
- (c) all Cleaners/Security Guards engaged under this Contract shall have signed a written Standard Employment Contract in the format of Annex B to the Conditions of Contract;
- (d) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (e) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provisions of the Services, including the obtaining and maintaining of all necessary licences or permits;
- (f) the Contractor shall comply with all instructions and directions given by the Government Representative relating to the Services; and
- (g) where a Contractor has submitted any valid and relevant accreditation or certifications (including ISO/OHSAS certifications) which have been taken into account during tender evaluation, the Contractor shall continue to hold and maintain such accreditation or certifications throughout the Contract Period.

6. Contractual Obligations under the Standard Employment Contract

- (a) The Contractor shall enter into a written Standard Employment Contract with each of its Non-skilled Workers employed for the performance of this Contract if the employment period exceeds seven (7) days.
- (b) 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.
- (c) Without prejudice to the generality of sub-clause (b) above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
 - (i) paying wages;
 - (ii) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
 - (iii) 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;
 - (iv) 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);
 - (v) paying the gratuity to the Non-skilled Workers with no less than one year of service under a continuous contract; and
 - (vi) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.

- (d) 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 sub-clauses (a) to (c) above, as if references to "Contractor" read "sub-contractor".
- (e) If the Contractor or the sub-contractor fails to comply with any of its obligations in sub-clauses (a) to (c) 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.

7. Review of the Execution Plan which comprises Work Plan, Organisation and Supervision Plan and Contingency Plan

The Government Representative may from time to time and at any time require in writing the Contractor to revise any of the plans contained in Contract Schedule 9 in such manner as the Government Representative may specify. The Contractor shall, upon the coming in effect of any of the revised plans as aforesaid, comply with such revised plans in the provision of Services without additional cost to the Government.

8. Wages and Working Conditions for Contractor's Employees

- (a) The Contractor shall pay or shall ensure to be paid to each Non-skilled Worker during the Contract Period the wage not less than: -
 - (i) the monthly wage as specified respectively in Contract Schedule 8; or
 - (ii) the monthly wage referred to at (i) above as the same may be adjusted as a result of future revisions of the Statutory Minimum Wage,whichever is the higher.
- (b) The Contractor undertakes and warrants that it shall pay or shall ensure to be paid to each Non-skilled Worker specified in sub-clause (a) above in the manner as stated in sub-clause (c).
- (c) The Contractor shall promptly pay or shall ensure prompt payment of salaries to the Contractor's Employees in accordance with the Employment Ordinance (Cap. 57), failure to do so will entitle the Government to terminate the Contract.
- (d) The Contractor shall ensure and procure that its contracts with its permitted sub-contractor shall contain a clause to the same effect as this Clause. The Contractor shall ensure that any default of the said clause by its permitted sub-contractor shall be readily remedied. Any failure of its permitted sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this clause entitling the Government to terminate the Contract forthwith hereunder.

9. 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.

10. 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.

11. 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.

12. Personnel Records

- (a) The Contractor shall maintain or shall ensure to be maintained proper up-to-date 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 Employees, bank autopay returns, receipts of wages and records of contributions to the statutory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of manager and supervisor ranks only) and age of each of the Contractor's Employees.
- (b) The Contractor shall enter into or shall ensure the entering into of written Standard Employment Contracts (if the contractual period exceeds seven (7) days) with the Non-skilled Workers at Annex B to the Conditions of Contract.
- (c) The Contractor shall within two (2) weeks from the Commencement Date provide the Government Representative with a copy of the Standard Employment Contracts entered into under sub-clause (b) above at its own costs. In the event that there is any subsequent change of concerned Non-skilled Workers and/or of the terms of the Standard Employment Contract, the Contractor shall supply the Government Representative within three (3) days after such change with a copy of any new employment contracts entered into or any employment contracts as amended, as the case may be, at its own costs.

- (d) The Contractor shall keep and shall ensure to be kept proper records of all amendments, variations or cancellations to the Standard Employment Contracts and the wage payment to the Contractor's Employees. The method of autopay for payment of wages shall be adopted. Only in exceptional circumstances, such as a new employee with insufficient time for autopay arrangement before pay date, the Contractor may be allowed to make payment by other means, e.g. in cheque, in which case, the Contractor shall obtain and keep or shall ensure to be kept proper record of official receipt from the Contractor's Employees.
- (e) Any breach of the undertaking in sub-clause (b) above in respect of written Standard Employment Contracts with the Non-skilled Workers shall be construed as a material breach of the Contract and the Government Representative shall have right to seek other appropriate remedies which include the right to terminate the Contract.
- (f) 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 Contract Period approach the Contractor's Employees 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 Employees to meet the Government Representative or the representatives of the Labour Department.
- (g) The Contractor shall obtain consent from the Contractor's Employees 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.
- (h) All records stated in this Clause shall be readily available for inspection by the Government Representative at any time.

13. Debarment Mechanism and Demerit Point System

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Each default notice issued under sub-clauses (b) or (c) 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.

14. Conduct of Contractor's Employees

The Contractor shall be responsible for the good conduct of the Contractor's Employees while they are carrying out the Services at the Contract Venue and shall ensure that they comply with the Code of Conduct set out in Contract Schedule 11 which may be amended from time to time by the Government Representative.

15. Government to Require Replacement of Contractor's Employees

- (a) The Government Representative may require on reasonable grounds (including but not limited to security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's Employees.
- (b) Any Contractor's Employee so removed shall at the sole costs and expenses of the Contractor be replaced as soon as possible by a competent substitute.
- (c) The Government shall in no circumstances be liable to any Contractor's Employees in respect of any liability, loss or damage occasioned by such removal.

16. Deduction in Monthly Fee

Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, the Government shall be entitled to make deductions from the Monthly Rate an amount (to be rounded to the nearest dollar) calculated in accordance with the formula below if a Contractor's Employee is absent from duty for whatever reasons during an entire shift or part thereof: -

$$\begin{array}{l} \text{Duration of absence (in} \\ \text{minutes) of the relevant} \\ \text{Contractor's Employee} \end{array} \quad \times \quad \frac{\text{Monthly Rate of the type of Contractor's Employee as specified in} \\ \text{Contract Schedule 7}}{31 \text{ (days)} \times 8 \text{ (hours)} \times 60 \text{ (minutes)}}$$

17. Sub-contracting of Cleaning Services for the Exterior of the Radar Tower and the Radome

Where the provision of cleaning services for the exterior of the radar tower and the radome are to be sub-contracted by the Contractor, the term "Contractor" in Clauses 8, 12, 13, 16 of Conditions of Contract shall include the sub-contractor of the Contractor for performing cleaning services for the exterior of the radar tower and the radome as the context may require or permit.

18. Payment to Contractor

- (a) Subject always to the terms and conditions 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 statement, in a form as that provided in Annex A to the Conditions of Contract, certified by a certified public accountant (practising) or a corporate practice registered under the Professional Accountants Ordinance (Cap. 50), the Government shall pay to the Contractor the Monthly Fee in accordance with the following formula: -

$$\text{Monthly Fee payable to Contractor} = (\text{Monthly Rate(s) as set out in Contract Schedule 7}) +$$

(Total charges for the provision of Security Officers, calculated on the basis of the hourly rate as set out in Contract Schedule 7 multiplied by the actual number of hours and number of Security Officers provided by the Contractor for that month) +

(Total charges for additional Contractor's Employees and additional Services performed by the Contractor, if any, calculated on the basis of the applicable rates of charges as set out in Contract Schedule 7) -

(Total deductions calculated under Clause 16 of the Conditions of Contract due to absence of Contractor's Employees) -

(Such other sums the Government is entitled to deduct pursuant to other provisions of the Contract)

All costs and expenses in connection with the appointment and employment of the auditors/accountants shall be borne solely by the Contractor.

- (b) The Monthly Fee set out in sub-clause (a) above shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including but without limitation to the costs and expenses incidental to the attendance of meetings, the giving of presentations and briefings; the fees for obtaining any licence, authorisation or permit from any Government or other authority; the fees payable to any sub-contractors or agents in connection with the performance of the Services.
- (c) 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 as applicable in arrears after having received from the Contractor the invoice and the statement in accordance with the provisions of sub-clause (a). The Monthly Fee will be paid by the Government into the Contractor's bank account direct.
- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee shall be addressed to the Government Representative at the address specified in Clause 33 of Conditions of Contract. The Government Representative shall not be liable for any delay in the payment of the Monthly Fee if invoices and correspondence shall not be so addressed. The Government Representative may instruct the Contractor to address the Monthly invoices to a third party for settling the Monthly Fee as appropriate.
- (e) The billing periods for the Monthly Fee shall begin on the first day to the last day of the month during the Contract Period. In the case where the first or the last month of the Contract Period does not begin on the first day or end on the last day of the month, the Monthly Fee shall be adjusted on a pro rata basis.

19. Liability and Indemnity

- (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of: -
 - (i) any loss of or damages to any of the Contractor's property or that of the Contractor's Employees, sub-contractors or agents however caused (whether by any negligence of the Government or any of its employees or agents or otherwise); and
 - (ii) any injury to or death of any of the Contractor's Employees or those of its sub-contractors or agents save and except any such injury or death caused by the negligence of the Government or any of its employees or agents.
- (b) The Contractor shall indemnify the Government against any loss of or damage to any Government Property or of any of its employees or agents or from and against any claims, actions, proceedings, and liabilities (including liability to pay compensation and damages), costs (including legal costs on a full indemnity basis) and expenses incurred or sustained by the Government arising from any injury to or death of any employee or agent of the Government arising out of the negligence of the Contractor or any of the Contractor's Employees, sub-contractors or agents.
- (c) The Contractor shall indemnify and keep indemnified the Government fully and effectively against any and all losses, claims, damages, costs, charges, expenses, liabilities, 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: -

- (i) the negligence, recklessness, or willful misconduct of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
 - (ii) 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, the Contractor's Employees or any of the Contractor's sub-contractors or agents;
 - (iii) any unauthorised act of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents; or
 - (iv) the non-compliance of any applicable laws and any requirement or regulation of any competent authority or agency in connection with the performance of the obligations under the Contract by the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents.
- (d) For the purposes of this Clause, "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (e) The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract, 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, the Contractor's Employees or any of the Contractor's sub-contractors or agents.

20. Insurance

- (a) The Contractor shall at its own costs take out and maintain and renew upon expiry, the following insurance policies (collectively "Insurance Policies") for this Contract throughout the Contract Period: -
- (i) Public Liability Insurance - indemnity amount of not less than Thirty Million Hong Kong Dollars (HK\$30,000,000) per incident and for an unlimited number of claims arising during the Contract Period from injury to or death of any persons and for loss of 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, the Contractor's Employees or any of its sub-contractors or agents.
 - (ii) Employees' Compensation Insurance - in accordance with Employees' Compensation Ordinance (Cap. 282) to cover all Contractor's Employees and any other staff deployed for the provision of the Services.
- (b) The Public Liability Insurance Policy referred to in sub-clause (a)(i) shall: -
- (i) be for the benefit and in the joint names of the Contractor and the Government; and
 - (ii) contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.

- (c) All Insurance Policies shall be issued by one or more insurance companies authorised to carry on the relevant insurance business under the Insurance Companies Ordinance (Cap. 41).
- (d) Upon issuance of the Insurance Policies, the Contractor shall forthwith furnish a copy each of the same to the Government Representative for keeping.
- (e) Upon expiry of any of the Insurance Policies during the Contract Period, the Contractor shall renew the same on and subject to the original terms and conditions or otherwise such revised terms and conditions as the Government Representative may stipulate. Upon issuance of the renewed Insurance Policy, the Contractor shall forthwith furnish a copy of the same to the Government Representative for keeping.
- (f) Under no circumstances whatsoever shall the Government be responsible for the premium payable under the Insurance Policies or the premium payable for the renewal thereof.
- (g) The Contractor shall conform to the terms and conditions of all Insurance Policies and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Contractor shall not do or permit or suffer to be done any act or omission whereby any of the Insurance Policies shall be rendered void or voidable, or which would otherwise amount to a breach of any of the Insurance Policies. The Contractor shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Contractor to observe and comply with this Clause.

21. Contract Deposit

- (a) The Contractor shall have deposited with the Government in cash or in the form of a banker's guarantee the Contract Deposit as security for the due and proper performance of and observance by the Contractor of the terms and provisions of the Contract.
- (b) 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, 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.
- (c) 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 paid by way of a banker's guarantee, to call on the banker's guarantee the amount) 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.
- (d) The Contract Deposit (whether in cash or in the form of a banker's guarantee) may be deducted or called on, without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities owed by the Contractor to the Government.
- (e) If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee during the Contract Period, the Contractor shall, within fourteen (14) 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.

- (f) If the Contractor fails to replenish the Contract Deposit in accordance with sub-clause (e) 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.

22. Set Off

Where the Contractor has incurred any liability to the Government, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Government may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Government to the Contractor under this Contract or any other contracts.

23. Termination of Contract

- (a) Without prejudice to other provisions of the Contract and to any other rights, actions, or remedies available to the Government, the Government may terminate the Contract immediately if:
- (i) 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 other period as provided in this Contract or 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
 - (ii) the Contractor shall pass a resolution or the court shall make an order for its liquidation or a petition is filed for 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
 - (iii) a receiver has been appointed over any of the Contractor's assets or a distress or execution shall be levied or enforced upon or taken out against any of the Contractor's chattels, properties or assets and shall not be discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
 - (iv) the Contractor shall stop payment to creditors generally or shall be unable to pay its debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction); or
 - (v) the Contractor assigns or purports to assign any or all the burden or benefits of this Contract without the prior written consent of the Government; or
 - (vi) the Contractor is found to have made false declaration or untruthful revelation in, including but not limited to, its record of conviction of the Relevant Offences as stated in the tender

submission by the Contractor during the tendering process; or

- (vii) the Contractor is found to have employed any person who is forbidden under the laws of Hong Kong or not permissible for whatever reasons to undertake any employment in Hong Kong, whether for this Contract or any other contracts, or to have aided and abetted another person to breach his condition of stay; or
 - (viii) the Contractor ceases to hold a valid Security Company Licence or
 - (ix) the Contractor or any sub-contractor engaged by the Contractor to perform this Contract 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.
- (b) 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 one (1) month's prior written notice of such termination.
- (c) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party.

24. Consequences of Termination

- (a) In the event of early termination of the Contract for whatever reason, the Government shall not be required to pay the Contractor any further payments referred to in Clause 18 hereof.
- (b) The Contractor shall as soon as practicable after termination or expiry of the Contract at its expenses:
- (i) deliver and hand over to the Government all the records and documents relating to the Contract in whatever medium which are in the custody control or possession of the Contractor or its sub-contractors or agents.
 - (ii) deliver up to Government vacant possession of any office space, working area and storage space in the Contract Venue used/occupied by the Contractor in a clean and tidy condition (fair wear and tear excepted).

25. Protected Information

- (a) The Contractor agrees and undertakes that all Protected Information: -
- (i) shall be kept confidential and shall not be divulged or communicated to any person or persons except with the Government Representative's express consent in writing; and
 - (ii) shall not be used or allowed to be used for any purpose other than that of carrying out the provisions of this Contract.
- (b) The Contractor shall and shall ensure that the Contractor's Employees shall take all precautionary measures to preserve the integrity of all Protected Information and to prevent any corruption, disclosure or loss of the same.
- (c) Any disclosure or misuse of any Protected Information by the Contractor or any of the Contractor's Employees shall be deemed to be the default of the Contractor.
- (d) The Contractor agrees and undertakes to fully indemnify the Government in respect of all losses, liabilities, claims, actions, proceedings, demands, costs, charges or expenses arising out of or in connection with any claims in respect of the Protected Information which claims would not have

arisen but for some act, omission, neglect or default on the part of the Contractor or any of the Contractor's Employees.

- (e) The Contractor shall be fully aware of its obligations as a Government contractor under the Official Secrets Ordinance (Cap. 521). Without limitation, the Contractor must not, without lawful authority, as defined in Cap. 521, disclose any information relating to security, intelligence, defence or international relations, or any information the disclosure of which results in the commission of an offence, facilitates an escape from legal custody or the doing of any other act prejudicial to the safekeeping of persons in legal custody, or impedes the prevention or detection of offences or the apprehension or prosecution of suspected offenders, and which is or has been in its possession by virtue of its position as a Government contractor.
- (f) The Contractor shall observe the legal obligations under the Personal Data (Privacy) Ordinance (Cap. 486), in particular, Data Protection Principles 2, 3 and 4 with regard to duration of retention, use and security of the personal data contained in the documents.
- (g) The Contractor shall use its best endeavours to ensure that the Contractor's Employees are aware of and comply with the provisions of this Clause, the Official Secrets Ordinance and Personal Data (Privacy) Ordinance.
- (h) The obligations on the part of the Contractor under this Clause shall continue in full force and effect notwithstanding any termination or the expiry of this Contract.

26. Government Property

If any Government Property shall be issued to the Contractor under the Contract, the Contractor shall be responsible for the proper use, operation and due return of all such property upon termination of the Contract or upon notification at any time during the Contract Period. If any such property shall be lost or damaged from any cause whatsoever while in the possession or control of the Contractor, the Contractor's Employees or any of the Contractor's sub-contractors or agents, the Contractor shall compensate the Government an amount equal to the total replacement cost plus twenty percent (20%) administrative cost which is the agreed genuine pre-estimate of the loss including the overheads thereof.

27. Government Premises

- (a) The Government may at its sole discretion provide free of charge office and/or storage space within the Contract Venue for use by the Contractor's Employees, or for the storage of the tools, equipment and materials employed in the Services provided that:
 - (i) such use shall be terminable by the Government giving fourteen (14) days' prior notice to the Contractor;
 - (ii) the Contractor shall keep the said office or storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate;
 - (iii) no fixtures, fittings or alteration shall be erected at or made to such office or storage space except with the Government Representative's prior consent in writing; and
 - (iv) the Contractor shall, on demand, remove at its own costs as soon as practicable, all fixtures or fittings erected at such office or storage space and restore the same to its original state. If the Contractor shall fail to do so within a reasonable time, the Government shall be entitled

to remove and dispose of any properties, chattels, fixtures or fitting left uncollected in the Contract Venue in any manner deemed appropriate by the Government Representative (including sale and abandonment) and that no compensation will be made 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.

- (b) The safety of any tools, equipment and vehicles used by the Contractor and brought alongside or onto Government premises shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises caused by such tools, equipment and vehicle.
- (c) The Contractor shall not use any space provided to it by the Government for conducting any fee-charging activities.
- (d) Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the Contractor.

28. Non-exclusivity

The Contract will be awarded by the Government to the Contractor on a non-exclusive basis. The Government shall have the right, at its sole discretion, to assign, transfer or sub-contract facility management, cleansing, security, horticultural maintenance or any part of the services at the Contract Venue in part or in whole to a third party should the Government reasonably consider it to be most effective in providing such services. The Contractor shall bear all costs, charges and expenses that may be incurred. The Contractor shall have no claim, demand or action against the Government for any loss, damage or compensation in whatsoever nature in respect thereof.

29. Sub-contracting

- (a) Save for the permitted sub-contracting of cleaning services for the radar tower and the radome as particularised in Contract Schedule 10, the Contractor shall not sub-contract, assign or otherwise transfer or dispose of the Contract or any part thereof or any rights and obligations hereunder without the prior written consent of the Government. When giving any consent hereunder, the Government Representative shall be entitled to impose such conditions, restrictions or stipulations as the Government Representative considers necessary.
- (b) The sub-contracting of any part of the Services shall not relieve the Contractor from any liability or obligation under the Contract. The Contractor shall be responsible for the acts, defaults, neglects and omissions of any sub-contractor or agent, employees or workmen of any sub-contractor or agent as fully as if they were the acts, defaults, neglects and omissions of the Contractor.
- (c) The Contractor shall ensure that any sub-contractors mentioned in Contract Schedule 10 or approved under sub-clause (a) shall not further sub-contract out the Services.
- (d) Notwithstanding sub-clause (a), the Government Representative may, at its absolute discretion, give notice in writing requiring the Contractor to remove any sub-contractor or agent from the Contract Venue to cease to provide any of the Services. The Contractor shall immediately arrange for the removal of the sub-contractor or agent and, subject to the Government Representative's prior written approval, replace the outgoing sub-contractor or agent.

30. Sub-contractors' Compliance with the Relevant Obligations

- (a) 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).
- (b) 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.

31. Corrupt Gifts

- (a) The Contractor or any of the Contractor's Employees shall not offer or give any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Government or to the Government Representative or to any member of the Government Representative's staff.
- (b) If the Contractor or any of the Contractor's Employees breach sub-clause (a) above or commit an offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation herefore.
- (c) The Contractor shall be liable for all expenses incurred by the Government as a result of the termination of the Contract under this Clause.

32. 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 advertising or other publicity material in relation to the Contract without the prior written consent of the Government Representative.

33. Service of Notice

All notices, demands or other communications given or made under the Contract shall be in writing and sent to the Contractor at its address or facsimile number set out in Appendix 2 to the Terms of Tender (or such other address or facsimile number as the Contractor may by five (5) days' prior written notice specify to the Government Representative). Notices, invoices and other communications given or made under the Contract by the Contractor to the Government shall be in writing and sent to the address or facsimile number set out below (or such other address or facsimile number as the Government Representative may by written notice specify to the Contractor): -

Tourism Commission
Commerce and Economic Development Bureau
25/F, West Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong

Facsimile: (852) 2179 5307

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; (c) on the day on which the same shall have been tendered for delivery by postal authority in the Hong Kong Special Administrative Region if dispatched by mail (whether registered or not); and (d) on the date of transmission if sent by e-mail.

34. General Service Arrangements

- (a) The Contractor shall: -
 - (i) provide and install a punch card or other system in such manner and at such location(s) as may be approved by the Government Representative to monitor the attendance of the Contractor's Employees at the Contract Venue;
 - (ii) ensure or procure the Contractor's Employees to use the punch card or other system to keep proper attendance records; and
 - (iii) make available such attendance records for inspection by the Government Representative at any time.
- (b) The Contractor shall: -
 - (i) provide and maintain at its own expenses sufficient walkie-talkies/mobile phones for the Contractor's Employees working at the Contract Venue;
 - (ii) ensure or procure the Contractor's Employees to use these walkie-talkies/mobile phones for efficient and constant communication and in emergency; and
 - (iii) make available two additional sets of the walkie-talkies to the Government Representative for use as and when required.
- (c) The Contractor shall ensure that all Contractor's Employees while discharging duties at the Contract Venue shall be attired in tidy and clean uniforms at the Contractor's own cost of such design and material as approved by the Government Representative.
- (d) The Contractor shall provide at its own expenses the Contractor's Employees with appropriate and adequate items of equipment and protective clothing such as torches, safety helmets, raincoats, etc. for them to perform duties under inclement weather conditions.
- (e) The Contractor shall ensure that at least two (2) of the Contractor's Employees on duty at the Contract Venue at any time shall: -
 - (i) hold a certificate of competency in first aid issued by the St. John's Ambulance Association, the Auxiliary Medical Services or the Hong Kong Red Cross as defined in Section 17 Chapter 509A of the Occupational Safety and Health Regulation; and
 - (ii) have sufficient knowledge in the use of automated external defibrillator.
- (f) The Contractor shall maintain a 24-7 helpdesk or telephone hotline service throughout the Contract Period for receiving enquiries and complaints related to the Services under the Contract.

35. Entire Agreement

The Contract and the documents referred to herein supersedes all prior agreements, arrangement, representations, warranties and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof. Unless the terms of the Contract provide to the contrary, 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 hereto for and on its behalf.

36. Jurisdiction

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

37. Contracts (Rights 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).

SAMPLE OF ACCOUNTANT'S CERTIFICATE
FOR PAYMENT APPLICATION

FINANCIAL STATEMENT REQUIRED UNDER
CONTRACT NO.
IN RELATION TO THE CONTRACTOR'S PAYMENT APPLICATION NO.

DEPLOYMENT AND WAGES OF THE CONTRACTOR'S EMPLOYEE

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 the Contractor's Employee deployed to work at the Contract Venue under the above Contract by (the Contractor)

and the wages paid to the Non-skilled Workers, I/we certify that the information contained in the attached Statement of Deployment and Wages of Non-skilled Workers 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).

**SAMPLE OF ACCOUNTANT’S CERTIFICATE
FOR PAYMENT APPLICATION**

**STATEMENT OF DEPLOYMENT AND WAGES OF NON-SKILLED WORKERS
CONTRACT NO.
FOR THE MONTH:**

No. of Sundays in the month : _____ No. of Statutory Holidays in the month :

Rank	Name	Committed Wages (HKS)	Number of Days On Duty	Total Paid Rest Day	Total Paid Statutory Holidays and Annual Leave	Number of Overtime Hours	No Pay Leave Taken (incl. no pay statutory holidays)	Gratuity [Note 4]	Statutory Holiday Pay [Note 4]	Extra Wages under Typhoon Signal No. 8 or above [Note 4]	Wages Received [Note 1]	Contributions under MPFSO / ORSO* [Note 2]		Remarks [Note 3]
												By Non-skilled Workers	By Employer	

Notes:

- (1) Wage received refers to the amount of wage received by the Non-skilled Worker before deduction of his/her mandatory and voluntary contribution to the Mandatory Provident Fund.
- (2) MPFSO / ORSO refers to the Mandatory Provident Fund Schemes Ordinance (Cap. 485) / Occupational Retirement Schemes Ordinance (Cap. 426).
- (3) Among other things, any non-compliance against the committed daily maximum working hours for Non-skilled Workers shall be stated.
- (4) The Contractor shall submit separate statements in details showing the amount payable to each of the Non-skilled Workers.
- (* Please delete where appropriate

(✘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).

**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)
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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： _____
香港身份證號碼： _____
簽署日期： _____

姓名： _____
職位： _____
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

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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 ÷ 8(小時) x 6(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 ÷ 8(小時) x 9(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 x 31(天) x 8(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(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**\$9,300.0**；

- 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**
[$\$9,920.0 \div 30(\text{天}) \times 10(\text{天}) + \$10,168.0 \div 30(\text{天}) \times 16(\text{天}) = \$8,729.6$] ；
 - 僱員的休息日工資應不低於每天**\$335.8**
[$\$8,729.6 \div 26(\text{天}) = \335.8] ；以及
 - 僱員在該月的工資應不低於**\$10,072.8**
[$\$8,729.6 + \$335.8 \times 4(\text{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 \div 31(\text{天}) \times 14(\text{天}) + \$10,168.0 \div 31(\text{天}) \times 12(\text{天}) = \$8,416.0$] ；
 - 僱員的休息日工資應不少於每天**\$323.7**
[$\$8,416.0 \div 26(\text{天}) = \323.7] ；以及
 - 僱員在該月的工資應不少於**\$10,034.5**
[$\$8,416.0 + [\$323.7 \times 5(\text{天})] = \$10,034.5$] 。

(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**
[$\$8,640.0 \div [30 - 4(\text{天})] \times 10(\text{天}) + \$8,856.0 \div [30 - 4(\text{天})] \times 12(\text{天}) = \$7,410.5$] ；

- 僱員的休息日工資應不低於每天**\$336.8**
〔 $\$7,410.5 \div 22(\text{天}) = \336.8 〕；以及
- 僱員在該月的工資應不低於**\$8,757.7**
〔 $\$7,410.5 + [\$336.8 \times 4(\text{天})] = \$8,757.7$ 〕。
- 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**
〔 $\$8,640.0 \div [31 - 4(\text{天})] \times 11(\text{天}) + \$8,856.0 \div [31 - 4(\text{天})] \times 11(\text{天}) = \$7,128.0$ 〕；
 - 僱員的休息日工資應不低於每天**\$324.0**
〔 $\$7,128.0 \div 22(\text{天}) = \324.0 〕；以及
 - 僱員在該月的工資應不低於**\$8,748.0**
〔 $\$7,128.0 + [\$324.0 \times 5(\text{天})] = \$8,748.0$ 〕。

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**
〔 $\$6,642.0 \div 27(\text{天}) \times 31(\text{天}) = 6(\text{小時}) \times 8(\text{小時}) = \$10,168.0$ 〕；

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：

Tender Ref.: TC 1/2021

- 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 在有關於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(\$19,839.7)

2019年10月

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.

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)	<p>Daily working hours</p> <p><input type="checkbox"/> __ a.m./p.m.* to __ a.m./p.m.* and __ a.m./p.m.* to __ a.m./p.m.*</p> <p><input type="checkbox"/> on shift</p> <p style="padding-left: 20px;">__ a.m./p.m.* to __ a.m./p.m.* and __ a.m./p.m.* to __ a.m./p.m.* ;</p> <p style="padding-left: 20px;">__ a.m./p.m.* to __ a.m./p.m.* and __ a.m./p.m.* to __ a.m./p.m.* ; or</p> <p style="padding-left: 20px;">__ a.m./p.m.* to __ a.m./p.m.* and __ a.m./p.m.* to __ a.m./p.m.*</p> <p>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):</p> <p><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)</p> <p><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.</p> <p><input type="checkbox"/> not counted as hours worked and no payment will be made in this respect.</p> <p>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.</p>			
	(c)	<p>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)</p>			

	(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)
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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 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)				

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: _____
HK Identity Card No.: _____
Date: _____

Name: _____
Post: _____
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 (days) + 1 (day)] x 4 + 3 normal working days/paid rest day = 31 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 (days) + 1 (day)] x 4 + 3 normal working days/paid rest day = 29 days
and his/her monthly wages shall not be less than **\$9,280.0**
[\$9,920.0 ÷ 31(days) x 29(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 (days) + 1 (day)] x 4 + 3 normal working days/paid rest day = 27 days
and his/her monthly wages shall not be less than **\$8,640.0**
[\$9,920.0 ÷ 31(days) x 27(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 ÷ 8(hours) x 6(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 ÷ 30(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 ÷ (28 - 4(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 ÷ (31 - 4(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 ÷ (30 - 4(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 ÷ 31(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 ÷ 28(days) = \$354.3]; and
 - hourly: **\$44.3** [\$9,920.0 ÷ 28(days) ÷ 8(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 ÷ 31(days) = \$320.0]; and
 - hourly: **\$40.0** [\$9,920.0 ÷ 31(days) ÷ 8(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 ÷ 30(days) = \$330.7]; and
 - hourly: **\$41.3** [\$9,920.0 ÷ 30(days) ÷ 8(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 x 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 x (\$131,174.0 ÷ \$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 x (\$65,587.0 ÷ \$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 x 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
[$\$9,920.0 \times 2/3 \times 9/12$ (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
[$\$9,920.0 \times 2/3 \times 1$ (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.

October 2019

PART 3
CONTRACT SCHEDULES

- Contract Schedule 1 Layout Plan and Areas within the Contract Venue where the Services are to be provided
- Contract Schedule 2 Service Requirements – Facility Management
- Contract Schedule 3 Service Requirements – Cleaning, Disinfection, Waste Disposal and Pest Control
- Contract Schedule 4 Service Requirements – Security
- Contract Schedule 5 Service Requirements – Landscaping Maintenance
- Contract Schedule 6 Service Requirements – Estimated Manpower Requirements for the Services
- Contract Schedule 7 Price Schedule – Rates of Charge for the Provision of the Services
- Contract Schedule 8 Monthly Wages and Daily Maximum Working Hours for Security Guards and Cleaners
- Contract Schedule 9 Contractor’s Execution Plan
- Contract Schedule 10 Permitted Sub-contracting of Services
- Contract Schedule 11 Code of Conduct for the Contractor’s Employees

Contract Schedule 1**Layout Plan and Areas within the Contract Venue where the Services are to be provided****A. Gross Floor Area (GFA) of the Government Offices and the Communal Area in the Kai Tak Cruise Terminal**

Floor	Government Offices (m²) (approx.)	Communal Areas (m²) (approx.)
Roof	290	1,680
Upper 2/F	0	6,330
2/F	4,690	15,160
Upper 1/F	0	8,300
1/F	2,650	13,320
Upper G/F	0	9,190
G/F	1,350	3,300
Basement	0	3,110
Sub-total	8,980 (a)	60,390 (b)
Total Floor Area	(a) + (b) =	69,370

B. List of Lifts in the Government Offices and the Communal Areas in the Kai Tak Cruise Terminal

Customs and Excise Department							
LIFT NO.	SERVING LEVELS	RELATED LOAD (Kg)	NO. OF PASSENGERS	CAR MAX. DIMENSIONS	CLEAR ENTRANCE		Door Type
				Actual car clear area sq. m	WIDTH mm	HEIGHT mm	
L28	G,1	1350	18	2.96	1200	2100	2CO

Civil Aviation Department [Note: Only minimum levels of security services for the areas are required.]							
LIFT NO.	SERVING LEVELS	RELATED LOAD (Kg)	NO. OF PASSENGERS	CAR MAX. DIMENSIONS	CLEAR ENTRANCE		Door Type
				Actual car clear area sq. m	WIDTH mm	HEIGHT mm	
L20	G,1	1600	21	3.4	1100	2100	2CO
L21	G,1	1600	21	3.4	1100	2100	2CO
L22	G,1	1600	21	3.4	1100	2100	2CO

Communal Areas							
LIFT NO.	SERVING LEVELS	RELATED LOAD (Kg)	NO. OF PASSENGERS	CAR MAX. DIMENSIONS	CLEAR ENTRANCE		Door Type
				Actual car clear area sq. m	WIDTH mm	HEIGHT mm	
L1	G & 1	1600	21	3.47	1100	2100	2CO
L2	G & 1	1600	21	3.47	1100	2100	2CO
L3*	G,1 & 2	680	9	1.63	800	2100	2CO
L5*	G,1 & 2	1600	21	3.34	1100	2100	2CO
L6	G,1 & 2	1600	21	3.34	1100	2100	2CO
L7*	G,1,2 & R	680	9	1.72	800	2100	2CO
L9*	G,1 & 2	680	9	1.72	800	2100	2CO
L10*	G,1 & 2	680	9	1.72	800	2100	2CO
L11*	G,1,2 & R	680	9	1.72	800	2100	2CO
L12*	G,1 & 2	680	9	1.72	800	2100	2CO
L13*	G,1,2 & R	680	9	1.72	800	2100	2CO
L14*	G,1 & 2	680	9	1.72	800	2100	2CO
L15*	G,1 & 2	680	9	1.72	800	2100	2CO
L16*	G,1,2 & R	680	9	1.72	800	2100	2CO
L18*	G,1 & 2	1600	21	3.53	1100	2100	2CO
L19	G,1 & 2	1600	21	3.53	1100	2100	2CO
L29	G,1 & 2	900	12	2.2	1100	2100	2CO
L32	G,1 & 2	900	12	2.2	1100	2100	2CO

* Fireman's Lift

C. List of Escalators in the Communal Areas in the Kai Tak Cruise Terminal

ESCALATOR NO.	SERVING LEVELS	RAISE LEVEL	LOWER PIT DIMENSIONS			UPPER PIT DIMENSIONS			TOTAL LENGTH (DISTANCE BETWEEN SUPPORT) (mm)	STEP WIDTH (mm)	Rated Power (kW)	Type of escalator
		(mm)	LENGTH (mm)	WIDTH (mm)	DEPTH (mm)	LENGTH (mm)	WIDTH (mm)	DEPTH (mm)				
ES1	G/F – 1/F	8270	5400	1690	1700	-	-	-	14324	1000	15	S/O
ES2	1/F – 2/F	8215	5400	1690	1700	-	-	-	14229	1000	15	S/O
ES25	G/F – 1/F	8500	5400	3550	1500	-	-	-	20174	1000	15	I
ES26	G/F – 1/F	8500	5400	3550	1500	-	-	-	20174	1000	15	I
ES29	1/F – 2/F	8120	5400	3550	1500	-	-	-	19516	1000	15	I
ES30	1/F – 2/F	8120	5400	3550	1500	-	-	-	19516	1000	15	I

Notes:

- S/O = Semi-Outdoor Commercial Building Type Escalator
- I = Indoor Type Escalator
- 3 flat steps for all escalators
- Exterior cladding (at 2 sides & bottom): G316 Satin stainless steel (for visible area only)

D. List of Staircases in the Government Offices and the Communal Areas in the Kai Tak Cruise Terminal

STAIR NO.	ST-1	ST-2	ST-3	ST-4	ST-5	ST-6	ST-7	ST-8	ST-9	ST-10
STAIR WIDTH	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
(NO. OF STOREY SERVED)	2	3	3	3	3	3	3	3	3	3

STAIR NO.	ST-11	ST-12	ST-13	ST-14	ST-15	ST-16	ST-17	ST-18	ST-19	ST-20
STAIR WIDTH	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
(NO. OF STOREY SERVED)	3	3	2	2	3	3	3	3	3	3

STAIR NO.	ST-21	ST-22	ST-23	ST-24	ST-25	ST-26	ST-27	ST-28	ST-29	ST-30 (inside C&ED office)
STAIR WIDTH	1500	1500	1500	1500	1500	1500	1500	1500	1500	1050
(NO. OF STOREY SERVED)	3	3	3	3	3	2	1	1	1	1

STAIR NO.	ST-31	ST-32 (inside terminal operator's office)	ST-33 (inside terminal operator's office)	ST-34 (inside C&ED Office)	GST-1	GST-2	GST-3	GST-4
STAIR WIDTH	1500	1050	1050	1050	1500	1500	1265	1265
(NO. OF STOREY SERVED)	1	1	1	1	1	1	3	3

E. List of Toilets in the Government Offices and Communal Areas in the Kai Tak Cruise Terminal

Floor	Government Offices / Communal Areas	Male Toilet	Female Toilet	Accessible Toilet
G/F	Customs and Excise Department	2	2	1
1/F	Customs and Excise Department	2	2	0
	Building Management Office (Communal Area)	1 (Unisex Toilet)		
	Maintenance Agent's Office (Communal Area)	1 (Unisex Toilet)		
2/F	Immigration Department	2	2	1
	Hong Kong Police Force	2	2	1
	Department of Health	2	2	3
	Customs and Excise Department	1	1	0

F. Layout Plans of the Government Offices and the Communal Areas in the Kai Tak Cruise Terminal

(Enclosure 1)

G. Layout Plans of the external building of the Kai Tak Cruise Terminal for working at height

(Enclosure 2)

Note:

All the figures, drawings, layout plans and lists of facilities contained in this Contract Schedule 1 may be subject to changes as and when required by the Government Representative for the purposes of the Contract. There is no guarantee that the figures and drawings are complete and accurate. No claim against the completeness and accuracy of the figures and drawings shall be made by the Contractor.

Contract Schedule 2
Service Requirements - Facility Management

1. The Contractor shall provide facility management services at the Contract Venue during the whole Contract Period in accordance with this Contract Schedule 2.
2. The Contractor shall deploy one (1) Property Manager, two (2) Senior Building Management Officers and one (1) Building Management Officer to carry out the facility management services under the Contract.
3. The number of manpower required and the shift hours of the Property Manager, Senior Building Management Officers and Building Management Officer are as follows:

	Rank	Number of staff required in each shift		
		Shift A (from 0700 to 1600 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift B (from 1400 to 2300 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift C (from 2300 to 0800 hours on the next day (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)
(i)	Property Manager	1 (Either Shift A <u>or</u> Shift B)		Subject to operational needs, on-call duty may be required
(ii)	Senior Building Management Officer	2 (Either Shift A <u>or</u> Shift B)		Subject to operational needs, on-call duty may be required
(iii)	Building Management Officer	1 (Either Shift A, Shift B <u>or</u> Shift C)		

Note:

There must be at least two officers (Property Manager, Senior Building Management Officer or Building Management Officer) in each of Shift A and Shift B including at least one (1) Property Manager or one (1) Senior Building Management Officer on duty in each of Shift A and Shift B. Subject to operational needs, on-call duty may be required in Shift C. The time and duration of the shifts may be adjusted by the Government Representative from time to time according to the actual operational needs.

4. The Contractor shall provide the Property Manager, Senior Building Management Officers and Building Management Officer with mobile phones with internet connection at its own expenses for contact by the Government Representative or other tenants in the Kai Tak Cruise Terminal at any time.

5. Working Experience and Qualification Requirements of the Property Manager, Senior Building Management Officers and Building Management Officer

(a) Property Manager

The Property Manager, who will be the Contractor's official 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 or his representative, Building Management Committee, the terminal operator and other tenants in the Kai Tak Cruise Terminal. The Property Manager should preferably possess the following working experience and/or qualifications: -

- (i) having an aggregate of **not less than five (5) years'** full-time working experience at management or supervisory level in overseeing cleaning and/or security service contracts in the **past ten (10)-year** period immediately preceding the original Tender Closing Date;
- (ii) a post-secondary qualification in property management, building management, facilities management or equivalent issued by a registered post-secondary institution; and
- (iii) a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution.

Note:

- (1) 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.
- (2) Local and/or outside Hong Kong experience will be counted.
- (3) The aggregate of not less than five (5) years' full-time working experience shall refer to that possessed by the **same** Property Manager but not aggregated among different Property Managers. For example, if a Tenderer proposes Property Managers A and B each having four years' relevant experience only, without any relevant qualification, since neither Property Manager has an aggregate of not less than five (5) years' relevant experience, the Property Managers proposed by the Tenderer are considered failing to meet any of the qualification requirements listed in (i), (ii) or (iii) above.
- (4) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of not less than five (5) years' working experience" is equivalent to have accumulated 1 825 days (i.e. 365 days x 5) of working experience.
- (5) It is not necessary for a Property Manager to have continuous full-time working experience at management or supervisory level in overseeing cleaning and/or security service contracts in the past ten (10)-year period immediately preceding the original Tender Closing Date.

(b) Senior Building Management Officer

The Senior Building Management Officers shall be responsible to the Property Manager. The Senior Building Management Officers shall preferably:

- (i) possess at least three (3) years of supervisory experience in facility management;
- (ii) possess at least a diploma in facility management, or equivalent; and
- (iii) be proficient in both written and spoken English and Chinese.

(c) Building Management Officer

The Building Management Officer shall assist the Property Manager and the Senior Building Management Officers. The Building Management Officer shall preferably:

- (i) possess at least two (2) years of supervisory experience in facility management;
- (ii) possess at least a diploma in facility management, or equivalent; and
- (iii) be proficient in both written and spoken English and Chinese.

6. Responsibilities/Duties of the Property Manager, Senior Building Management Officer and Building Management Officer

(a) Property Manager

- (i) Shall be on duty in either Shift A or Shift B (and to perform on-call duty in Shift C as requested by the Government Representative subject to operational needs);
- (ii) The overall administration of all the Contractor's Employees;
- (iii) Reporting to the Government Representative or his representative on a regular basis;
- (iv) Attending meetings with the Government Representative or his representative as and when required;
- (v) Ensuring that the Contractor's Employees recruited to perform duties at the Contract Venue are proficient as well as physically and mentally fit in carrying out the Services;
- (vi) Maintaining the standard of performance of his subordinates through a clear set of written and verbal orders;
- (vii) Maintaining the conduct and discipline of the Non-skilled Workers to a standard which commensurate with the status of the Contract Venue and acceptable to the Government Representative;
- (viii) Providing proper and sufficient training to the Non-skilled Workers in order for them to effectively and efficiently carry out the Services;
- (ix) Issuing access cards and/or passes to persons deemed appropriate for carrying out services at the Kai Tak Cruise Terminal building as may be authorised by the Government Representative;
- (x) Ensuring that prompt salary payment are made to as well as insurance and medical coverage are provided for the Contractor's Employees deployed at the Contract Venue;
- (xi) Providing quick response to all communications made by the Government Representative or the tenants in the Kai Tak Cruise Terminal at all times;
- (xii) Oversee crowd control situation at the Kai Tak Cruise Terminal, in particular, to arrange adequate number of manpower to conduct effective crowd control, set up and monitoring at the Immigration Hall and all other Contract Venue during ship call days and events;
- (xiii) Check and oversee facilities set up and preparation under their managed areas at all times, in particular, before, during and after disembarkation and embarkation of passengers and during events;
- (xiv) Assist the Government Representative in calculating (i) "District Cooling System charges" for the terminal operator and other tenants in the Kai Tak Cruise Terminal; and (ii) record reading of check meters for various utilities services as directed by Government Representative;
- (xv) Managing the Access Control System for the Communal Areas;

- (xvi) Assist in devising house rules for the Communal Areas and emergency evacuation, and co-operate with the terminal operator to execute evacuation, fire drills and other drills related to the operation of the terminal;
 - (xvii) Assist in arranging visits to the Kai Tak Cruise Terminal by visitors or government staff as required by the Government Representative;
 - (xviii) Ensure the Services within the Contract Venue are in full compliance and strict adherence to the Kai Tak Cruise Terminal Ordinance (Cap. 627), and if requested by the Port Facility Security Officer of the Kai Tak Cruise Terminal, to assist in port security issues in the Kai Tak Cruise Terminal in accordance with the Port Facility Security Plan;
 - (xix) In case of leave/ absence of the Property Manager, relieving officers of the same rank should be deployed to take up the duties of the Property Manager;
 - (xx) Notify the Government Representative immediately via email in case of temporary absence from duties at the Contract Venue due to other official commitment;
 - (xxi) Unless otherwise approved by the Government Representative, the Property Manager shall not perform duties not related to the Contract at other venues;
 - (xxii) Liaise with any parties to secure and obtain their agreement on matters which are essential to discharge the day-to-day operation, maintenance and management of the Contract Venue and to bear all costs, charges and expenses thus incurred; and
 - (xxiii) Any other duties as required by the Government Representative.
- (b) Senior Building Management Officer and Building Management Officer
- (i) The Senior Building Management Officers shall be on duty in either Shift A or Shift B (and to perform on-call duty in Shift C as requested by the Government Representative subject to operational needs). The Building Management Officer shall be on duty in either Shift A, Shift B or Shift C.
 - (ii) Co-ordinating the Services and other supporting duties;
 - (iii) Assisting in the supervision of maintenance and repair works at the Contract Venue by Government and non-Government contractors;
 - (iv) Liaising with various tenants in the Kai Tak Cruise Terminal on their cleaning requirements and arrange Cleaners to carry out the duties accordingly;
 - (v) Conducting regular checks of the fire fighting appliances, and arranging regular clearing of fire escape routes;
 - (vi) Disconnecting fire link temporarily, if required;
 - (vii) Monitoring the fire alarms on the main fire panel when the fire link has been temporarily disconnected;
 - (viii) To mute fire alarm and disable faulty FS devices on the main fire alarm panel, if required;
 - (ix) Preparing weekly reports for fire alarm signals and fire link disconnection events;
 - (x) Carrying out daily checking of local control panels for smoke vent system and report any faulty alarm signals;
 - (xi) Conducting daily patrol of the closing status of the smoke vents and report any abnormal opening;
 - (xii) Assisting in the control and management of the elevated platforms, fall arrest system or any other equipment for working at height;
 - (xiii) Assisting in the erection of notices and signage within the Contract Venue related to information on maintenance, cleaning, lighting and air-conditioning;

- (xiv) Conducting regular checks of all electronically operated fire doors and maintaining a record of these inspections;
- (xv) Liaising with users of communal facilities and provision of logistical support, as required;
- (xvi) Assisting in the allocation of parking spaces for Government officers, issue of parking labels and other parking-related matters; Services required for Government car park only;
- (xvii) Conducting day-to-day liaison with the Architectural Services Department, the Electrical and Mechanical Services Trading Fund and any contractors/ event organisers as authorised by the respective Government departments, the terminal operator and their commercial tenants/ clients on matters relating to communal facilities operation, maintenance and management and assisting in maintaining records of incidents of malfunction;
- (xviii) Assisting in the implementation of crowd control plans and other logistical plans required to ensure the smooth day-to-day management of the Contract Venue;
- (xix) Providing logistic support for all exercises, drills and tests conducted in the Kai Tak Cruise Terminal;
- (xx) Assisting in the operation of the Central Control and Monitoring System (CCMS) at the Building Management Office, monitor the CCMS alarm pages and respond accordingly;
- (xxi) Assisting in managing the Access Control System for the Communal Areas, and issuing access cards and/or passes to persons deemed appropriate for carrying out services at the Kai Tak Cruise Terminal building as may be authorised by the Government Representative;
- (xxii) Arranging refuelling the fuel tanks of building maintenance units, e.g. spiders and lifting platforms;
- (xxiii) Working in accordance with the procedures stipulated in the maintenance and inspection checklist against severe weather conditions provided by the Government Representative to tackle severe weather conditions including arranging preventive checking, inspection and arranging cleaning of drainage channels daily at the communal areas and clear debris at drainage collection points at the communal areas, especially prior to, during and after inclement weather, and to inform the Property Services Branch/ Architectural Services Department immediately for any abnormalities found on the drainage systems;
- (xxiv) Placing adequate numbers of flood boards and sand bags at strategic locations prior to inclement weather;
- (xxv) Receiving fault reports from the terminal operator and relevant government departments and maintaining the record of reports;
- (xxvi) Preparing bi-weekly records on fault reports about malfunction of equipment, damage of facilities or water leakage, etc. which will be followed up by the Architectural Services Department or the Electrical and Mechanical Services Trading Fund;
- (xxvii) Reporting faults to the Property Services Branch/ Architectural Services Department and Electrical and Mechanical Services Trading Fund for repair as appropriate;
- (xxviii) Arranging the set-up of tensile barriers, mills barriers, etc., assemble and dismantle of the moveable and demountable partitions or other lightweight furniture or equipment for maintaining passenger flow;
- (xxix) Taking photo/ video records of the facilities, condition of the Kai Tak Cruise Terminal building or situation of passengers as required by the Government Representative;
- (xxx) Submit the following reports to the Government Representative and/or other Government departments and the terminal operator of the Kai Tak Cruise Terminal:

- monthly reports on cleaning services schedules and recycling waste collected;
 - bi-weekly reports on plant rooms inspection;
 - annual and half-yearly reports on horticultural maintenance; and
 - the updated list of contacts among the Government departments in the Kai Tak Cruise Terminal, the terminal operator and its commercial tenants, etc.
- (xxx1) Co-ordinating various works and matters with the Building Management Committee and other Government departments;
- (xxxii) Liaising with the Government Flying Service (GFS) to ensure the smooth operation of the access control facilities installed at the Emergency Vehicular Access (EVA) and to facilitate the GFS's authorised vehicles' use of the EVA for access to GFS Kai Tak Division;
- (xxxiii) Coordinating with GFS, and operating the gates and fences at the boundary area between GFS Kai Tak Division and the Kai Tak Cruise Terminal to provide access for vehicles, for the purposes of cleaning and maintenance of the external windows, wall and facades of the Kai Tak Cruise Terminal and security (for the location of the gates and fences, please refer to the layout plans in Part F of Contract Schedule 1); and
- (xxxiv) Any other duties as required by the Government Representative.

Contract Schedule 3

Service Requirements – Cleaning, Disinfection, Waste Disposal and Pest Control

A. General Requirements

1. The Contractor shall provide cleaning, disinfection, waste disposal and pest control services at the Contract Venue during the whole Contract Period in accordance with this Contract Schedule 3.
2. The Contractor shall deploy two (2) Cleaning Supervisors and twelve (12) Cleaners to carry out the duties. Among the twelve (12) Cleaners, two (2) qualified Cleaners are required to perform cleaning work at height including cleaning of external glass panels and cladding, etc.
3. One (1) Cleaning Supervisor and nine (9) Cleaners (at least one (1) male and one (1) female Cleaners) shall work nine (9) hours (including one (1) hour of meal break) from 0700 to 1600 hours (“Shift A”) from Mondays to Sundays including General Holidays, whilst one (1) Cleaning Supervisor and three (3) Cleaners (at least one (1) male and one (1) female Cleaners) shall work nine (9) hours (including one (1) hour of meal break) from 1400 to 2300 hours (“Shift B”) from Mondays to Sundays including General Holidays. The time and duration of the Shift may be adjusted by the Government Representative from time to time according to the actual operational needs.

	Rank	Number of staff required in each shift		
		Shift A (from 0700 to 1600 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift B (from 1400 to 2300 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift C (from 2300 to 0800 hours on the next day (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)
(i)	Cleaning Supervisor	1	1	Subject to operational needs, <u>on-call duty</u> may be required
(ii)	Cleaner (Male)	1	1	
(iii)	Cleaner (Female)	1	1	
(iv)	Cleaner (Male / Female)	7 (including 2 qualified Cleaners to perform cleaning tasks at height)	1	

4. The Contractor shall provide cleaning, disinfection, waste disposal and pest control services at the Contract Venue after any ad-hoc events (e.g. pandemic situation, epidemic of SARS, Avian Flu) or emergency preparedness activities (e.g. drill exercise).
5. The Contractor shall at its own expenses provide personal protective equipment for the Cleaners as may be instructed by the Government Representative.

6. Qualification Requirements of the Cleaning Supervisor and Cleaners

(a) Cleaning Supervisor

The Cleaning Supervisor shall possess at least four (4) years' experience in cleaning services, two (2) years of which must be in the capacity of a supervisor and be able to speak Cantonese.

(b) Cleaners

The Cleaners shall be physically fit to be able to carry out the cleaning, disinfection, waste disposal and pest control services.

7. Responsibilities/Duties of the Cleaning Supervisor and Cleaners

(a) Cleaning Supervisor

The Cleaning Supervisor shall be responsible for: -

- (i) coordinating and overseeing the cleaning, disinfection, waste disposal and pest control services at the Contract Venue in accordance with this Contract Schedule 3, including assigning the Cleaners and arranging the required equipment and materials for particular cleaning tasks;
- (ii) monitoring the performance standard of cleaning tasks and attending to any complaints about the level of cleanliness at particular location(s) within the Contract Venue;
- (iii) liaising with the building users and all relevant parties on the timing and other arrangements for carrying out specific cleaning tasks;
- (iv) any other cleaning, disinfection, waste disposal (including clinical and chemical waste) and pest control services at the Contract Venue as required;
- (v) arranging and coordinating cleaning and disinfection duties at the Contract Venue in the event of outbreaks of pandemic or epidemic diseases; and
- (vi) any other duties as required by the Government Representative.

(b) Cleaners

The Cleaners shall be responsible for the cleaning, disinfection, waste disposal and pest control services at the Contract Venue as assigned, and any other duties as required by the Government Representative.

8. Equipment

The Contractor shall provide the following minimum number of fully functional equipment during the entire Contract Period:

	Item	Minimum No.
(a)	Carpet shampoo combination machine	2
(b)	Aluminium scaffolding (capable of reaching at least 11 metres height)	1 set

(c)	Rider scrubber	1
(d)	Water suction machine	2
(e)	High pressure water spray (cool water)	2
(f)	High pressure water spray (with hot water of at least 80 degree Celsius)	2 (1 set each for the two refuse collection points)
(g)	Power sweeper	1
(h)	Portable vacuum cleaner	10
(i)	Electric floor drying machine	2
(j)	Portable scrubbing machine	2
(k)	Retractable ladder (capable of reaching at least 6 metres height)	2
(l)	660L rubbish bin	24
(m)	Trolley	4
(n)	Air blowers and anti-slippery carpets	Sufficient quantities
(o)	Warning signs with stand: "Work in progress", "Caution!", "Wet floor", "Work in progress overhead", etc. in English and Chinese	Sufficient quantities
(p)	Telescopic poles, rubber, hoses, anti-bacterial detergent, disinfectant, plastic hand gloves, personal protective equipment for workers performing disinfection, etc.	Sufficient quantities
(q)	Fogging machine for pest control services	1
(r)	Rodent cages for rodent control measures	20

The following work schedules and performance requirements apply to the Government Offices and the Communal Areas unless otherwise specified.

Part A (1) - Cleaning Services for Communal Areas - Work Schedule

The Contractor is required to provide cleaning, disinfection and waste disposal services according to the specifications below: -

ITEM	TYPE	SERVICE REQUIRED	INCIDENCE OF CLEANING		STANDARD OF CLEANLINESS
			INCIDENCE	TIME	
1. Glass canopy including its top and panel facing the podiums		Clean and wash	2M	Pre-arrange with user	● Glass canopy should be clean with the use of scissor platform for cleaning at height.
2. Interior glass wall/panels		Clean and wash	W		● Glass wall should be clean.
3. Glass panel along the public colonnade on 2/F		Clean and wash	2W		● Glass panel should be clean with the use of scissor platform for cleaning at height.
4. Floors of the public colonnade and podium garden on 2/F		Using high pressured cool water cleaning machine to clean and to remove all dirt and disinfect	M		● Floors should be clean.
5. Floors, staircases and landings	All types	I. Sweep and clear litter	D/2	AM and PM	● Floors within the building should be clean and dry. Dirt and stains should be removed regularly.
		II. Damp mop, dry and buff	D	PM	
		III. Scrub/wax and polish	M		
		IV. Strip old wax	3M		

6. Plant rooms, switch rooms, meter rooms, store rooms, fan rooms, pump rooms, AHU rooms, mechanical and refuge floor		Sweep, clear litter and remove any stagnant water immediately	2W	Pre-arrange with user	● Floors within the areas should be clean and dry. Surface channels/drains should be kept clean and free from blockage by litters/waste materials. Stagnant water should be removed immediately.
7. Emergency Vehicular Access (EVA)		I. Sweep and clear litter	D		● Clean and dry.
		II. Clean and wash	M		
8. Refuse collection points (RCPs)	(a) Floors & walls	I. Sweep	D	AM	● Areas should be clean and dry.
		II. Using high pressure hot water spray and cleaning machine to clean and disinfect both wall and floor surfaces therein	D	AM	
	(b) Containers & hoppers	I. Empty and clean	D	AM	
		II. Wash and disinfect	D	AM	
	(c) The Contractor shall deposit all refuse collected at the RCPs.		D	AM or PM	
	(d) The Contractor shall collect all refuse from the RCPs onto the refuse collection vehicles for disposal.		D	AM or PM	
9. Escalators	(a) Side panels & handrails	Clean and polish	D/2	AM and PM	● Floors, rails, etc. of escalators should be clean and dry.
	(b) Steps	Sweep & vacuum clean	D/2	AM and PM	

10. Lift-cars and lobbies	(a) Floors	I. Sweep and damp mop	D/4	2 times in AM 2 times in PM	<ul style="list-style-type: none"> ● Floors, walls, doors, rails, etc. of lift cars should be clean and dry. ● Floors should be clean and shining. ● Floors restore to its original shine. ● Buttons should be clean with antiseptic material. ● Cleaning work to be carried out in conjunction with the lift maintenance agent.
		II. Scrub/wax and polish	W	AM	
	(b) Marble floors	I. Sweep and damp mop	D/4	2 times in AM 2 times in PM	
		II. Spray buffing	W/2	AM	
		III. Scrub/wax and polish	M	AM	
		IV. Strip old wax	3M	AM	
	(c) Walls, doors and handrails	I. Clean	D/2	AM and PM	
		II. Scrub/wax and polish	W	AM	
	(d) Ceilings & light fittings	Clean surfaces	W	AM	
	(e) Buttons	Clean surfaces	D/4	2 times in AM 2 times in PM	
(f) Lift pit	Clear litter, clean and disinfect	6M or as required	Pre-arrange with user		
11. Fireman's lifts and fire escape staircases	(a) All surfaces	Sweep and clear litter	2W	<ul style="list-style-type: none"> ● Areas should be clean and dry. 	
	(b) Lift pit	Clear litter, clean and disinfect	6M or as required	Pre-arrange with user	
12. Caretaker's office, CCMS room, and maintenance agent's office on 1/F	Office area	Similar to the requirements for Government offices	Similar to the requirements for Government offices	Pre-arrange with user	<ul style="list-style-type: none"> ● Areas should be clean and dry.
	Toilets and changing rooms	Similar to the requirements for Government offices	Similar to the requirements for Government offices	AM & PM	<ul style="list-style-type: none"> ● Areas should be clean and dry.

13. Pest Control	All communal areas, including lobbies, lifts, fire escape staircases, EVA, RCP, etc.	I. Spray insecticide II. Place rodent bait III. Apply rodent cages wherever necessary for rodent control IV. Remove all stagnant water once detected in the Contract Venue	As required	As required	● To kill and prevent from breeding of cockroaches, ants, mosquitoes, rodents, etc.
14. Podium gardens and outdoor areas	All surfaces	I. Sweep and clear litter II. Clean and disinfect III. Properly handle dead birds bodies and droppings	D/2 As required	AM and PM As required	● Areas should be clean and dry.
15. Fresh and salt water tanks <i>(Note 1)</i>	All surfaces	Clean and wash	Pre-arrange with user	Preferably after 2300 hours	Areas should be clean.
16. Drainage pipe	Roof drainage, gutters and drainage pipe around the six smoke vent system on R/F	Clean, wash and remove debris accumulated inside the drainage pipe	2M or whenever debris are accumulated inside the drainage pipe	(Note: The Contractor may be required to step up the cleaning frequency prior to, during and after inclement weather.)	No blockage inside the drainage pipe.
17. Boundary area between Government Flying Service Kai Tak Division and the Kai Tak Cruise Terminal		I. Sweep and clear litter	D		● Clean and dry.
		II. Clean and wash	M		

Part A (2) - Cleaning Services for Government Offices - Work Schedules

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING		STANDARD OF CLEANLINESS
			INCIDENCE	TIME	
1. Office room	Floors	- Sweep and vacuum - Damp-mop (keep the floor dry after cleansing)	D	AM	● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Walls	- Remove dust from walls with dry duster	W	AM	● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Office furniture inside the office, e.g. tables, chairs, cupboards, cabinets, etc.	- Clean and scrub, with damp and dry cloths	W/2	AM	● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Other electrical appliances and fitting (including the mini dry pantry) (including the exterior surfaces of the air-conditioner)	- Scrub/clean/disinfect - Clean with dry cloths - Clean the interior and exterior surfaces (if applicable)	W/2	AM	● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Onshore power supply room-converted-store room and workshop	- Sweep, clear litter and remove any stagnant water on the floor	W/2	Pre-arrange with user	● Floor within the area should keep clean and dry, stagnant water should be removed.

	Litter bins	- Empty and clean	D	AM	<ul style="list-style-type: none"> ● Wastes should be removed regularly to avoid over accumulation. ● Disposable litterbin bags should be replaced whenever replacement is considered necessary by the Government Representative and not less than once a week. ● Clean surface and case whenever cleaning is considered necessary by the Government Representative and not less than once a month.
	Litterbin bags	- Replace	2W	AM	
2. Storage Areas	Floor	<ul style="list-style-type: none"> - Vacuum and remove dusts/sands - Damp-mop (keep the floor dry after cleansing) - Sweep and scrub to remove dusts / sands by Electric Floor Scrubbing Machines (電動刷地機) - Remove the water immediately and keep the floor dry after sweeping 	W/2	PM	<ul style="list-style-type: none"> ● Clean and dry ● Additional cleaning is on 'as and when required' basis.

	Roller shutter door at main entrance	- Clean and scrub, with damp and dry cloths	W/2	PM	<ul style="list-style-type: none"> ● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Emergency door	- Clean the push-bar and the inner part of the emergency doors with damp and dry cloths	W/2	PM	<ul style="list-style-type: none"> ● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Scrub and using high pressured cool water cleaning machine to clean and to remove all dirt.		2W	PM	
3. Toilets and Changing rooms/ Showering facilities for Office Areas	(a) Floors	I. Sweep, damp mop and disinfect	D/2	AM and PM	<ul style="list-style-type: none"> ● Floors of toilets should be clean and dry. ● Sanitary fittings i.e. W.C. seats, mirrors and soap dispensers should be clean and in good hygienic condition.

		II. Scrub and disinfect	W/2	Weekdays PM	<ul style="list-style-type: none"> ● To avoid any embarrassment, a male worker should be employed to clean the male changing room and toilets and vice versa for the female changing room and toilets. The Contractor shall ensure that the cleansing service is carried out without unduly interfering with the general public. ● The Contractor shall provide notice “Cleaning work in progress 清潔進行中” to warn the public during cleaning operation. ● The Contractor shall not provide wet cleaning to toilets, changing rooms and shower cubicles during the opening hours unless with the approval of the Government Representative and shall provide mop dry to floors of above facilities on a regular basis so as to keep the toilets clean and dry at all times during the opening hours. ● The Contractor shall not unnecessarily lock up or close any water closet compartment
(b) W.C. Pans, seats, etc.		Scrub and disinfect	D/2	AM and PM	
(c) Partition & dados		I. Spot clean	D	PM	
		II. Scrub and disinfect	W	Weekdays PM	
(d) Mirrors, soap dispensers and other sanitary fittings		Clean and disinfect	D/2	AM and PM	
(e) Sanitary towel incinerators/ receptacles		Empty, clean and disinfect	D/2	AM and PM	
(f) Toilet papers, liquid soap, and litterbin bags		Replace and replenish as and when required <i>(Toilet papers and liquid soap will be provided by the user departments for use at the Contract Venue)</i>	D/2	AM and PM	

					<p>or sanitary fitment unless such facilities are badly damaged, seriously choked, flooded or pose a safety hazard, as the case may be. The Contractor shall forthwith report the case to the Government Representative.</p> <ul style="list-style-type: none">● Toilet papers/liquid soap to refill timely.● Disposable litterbin bags should be replaced daily or whenever replacement is considered necessary by the Government Representative.
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4. Office Pantries	(a) Floors	Sweep, damp mop and disinfect	D/2	AM and PM	● Floors, basins, walls of pantries have to be clean and in good hygiene.
	(b) Wash basins and electrical appliances	Scrub/clean/disinfect	D/2	AM and PM	
	(c) Floors, walls, windows, electrical fittings, etc.	Scrub/clean/disinfect	W	Weekday PM	
5. Lift-cars and lobbies of L28 in Customs and Excise Department's office (Note: cleaning requirement for lifts L20, 21 and 22 is on 'as and when required' basis.)	(a) Floors	I. Sweep and damp mop	D/2	AM and PM	● Floors, walls, doors, rails, etc. of lift cars should be clean and dry.
		II. Scrub/wax and polish	W	Weekends PM	
	(b) Marble floors	I. Sweep and damp mop	D/2	AM and PM	● Floors should be clean and shining. ● Floors restore to its original shine.
		II. Spray buffing	W/2	Weekends PM	
		III. Scrub/wax and polish	M	Weekends PM	
		IV. Strip old wax	3M	Weekends PM	
	(c) Walls, doors and handrails	I. Clean	D/2	AM and PM	
		II. Scrub/wax and polish	W	Weekends PM	
	(d) Ceilings and light fittings	Clean surfaces	W	Weekends PM	
	(e) Buttons	Clean surfaces	D/2	AM and PM	● Buttons should be cleaned with antiseptic materials.

	(f) Lift pit	Clear litter, clean and disinfect	6M or as required	Pre-arrange with user	<ul style="list-style-type: none"> ● Cleaning work to be carried out in conjunction with the lift maintenance agent.
6. Windows, fixed lights, louvers, etc.	(a) General	Clean glazed areas on both sides and wipe down frames and fittings	M	Pre-arrange with user	<ul style="list-style-type: none"> ● Windows, frames, venetian blinds and curtain should be clean. ● Dirt and dust should be removed regularly.
	(b) Venetian blinds	Wipe down	M	Pre-arrange with user	
7. Electrical fittings	(a) Light fittings	I. Clean all exteriors of fixed shades, housing and supports etc.	M	Pre-arrange with user	<ul style="list-style-type: none"> ● Electrical fittings should be clean. ● Dirt and dust should be removed regularly.
		II. Wash all removable diffusers, clip-louvers, shades, etc.	3M	Pre-arrange with user	
	(b) Fans, clocks, switches, etc.	Clean	M	Pre-arrange with user	
8. Doors, Partitions, window-sills, and handrails	(a) All types	I. Dust and clean	D	AM or PM	<ul style="list-style-type: none"> ● Doors, partitions, window sills, walls should be clean. ● Dirt and dust should be removed regularly.
		II. Clean/wax and polish	M	Pre-arrange with user	
	(b) Glazed areas	Clean on both sides	D	AM or PM	
9. Walls and dados	All types	I. Spot clean	D	AM or PM	
		II. Clean/wax and polish	2W	Pre-arrange with user	
10. Carpets	All types	I. Vacuum clean	D	AM or PM	<ul style="list-style-type: none"> ● Carpets should be kept clean and dry. Dirt and stains should be removed regularly.
		II. Spot clean	W	Pre-arrange with user	
		III. Shampoo	3M	Pre-arrange with user	

11. General Office	(a) Ash trays, litter bins, and waste paper baskets	Empty and clean	D/2	AM and PM	<ul style="list-style-type: none"> ● Dust/dirt of trays/bins/baskets be removed constantly. Wastes should be removed regularly to avoid over accumulation. ● Disposable litterbin bags should be replaced whenever replacement is considered necessary by the Government Representative and not less than once a week. ● Clean surface and case whenever cleaning is considered necessary by the Government Representative and not less than once a month. 	
	(b) Litterbin bags	Replace	D	Before 1000 hours		
	(c) Office furniture	I. Dust		D		AM
		II. Clean surfaces and disinfect		W		AM
	(d) Telephone set and computer accessories such as screen, keyboard, mouse, etc.	Dust and clean with antiseptic material		W		AM
	(e) Façade, signboards, and fronting wall	I. Dust		D		AM
		II. Clean/wax and polish		M		Pre-arrange with user
	(f) Fixed benches and counters	I. Clean		D		AM
		II. Wax and polish		W		Pre-arrange with user
	(g) Notice board, display boxes and show windows	Clean glazed areas on both sides and wipe down frames and fittings		D		AM
	(h) Fire appliances and cabinets, screens, and collapsible metal gates	Clean		2W		Pre-arrange with user
(i) Air-condition, air-purifiers outlets, filters and grilles	Clean exteriors		2W	Pre-arrange with user		

	(j) Water dispensers	Clean exteriors and remove stagnant water	D	Pre-arrange with user	
	(k) All internal surfaces	Dust and clean	W	Pre-arrange with user	
12. Radar tower and the radome	Internal of the radar tower, floor, platform, windows, building services facilities and drainage	Clean and wash	M	Pre-arrange with user	<ul style="list-style-type: none"> ● Clean and dry. ● Additional cleaning is on 'as and when required' basis.
	Exterior of radar tower and radome (Note 2)	Clean and wash	12M	Pre-arrange with user	<ul style="list-style-type: none"> ● Clean and dry ● Additional cleaning is on 'as and when required' basis.
13. Government Car Park	Floors and surface channels (open and covered)	I. Sweep	D	PM	<ul style="list-style-type: none"> ● Surface channels/drains are clean and free from blockage by litters/ waste materials. ● Stagnant water should be removed.
		II. Scrub and using high pressured cool water cleaning machine to clean and to remove all dirt.	2W	Weekday PM	<ul style="list-style-type: none"> ● The Contractor shall remove tyre marks on the carparks on regular basis and as and when required.

Part A (3) - Cleaning Services for External Wall / Panel - Work Schedule

The Contractor is required to clean the external wall / panel which consists of the following:

The external façade, lift/ escalator enclosure glass (communal areas), skylights, glass canopy, glass wall, cladding panel system, feature cladding system, glass balustrade, louver system and the roof of the tail building. The Contractor is requested to refer to the Operation and Maintenance Manual of Façade Curtain Wall (“the Manual”) for detailed information and locations of the external wall/ panel. The Manual shall be provided by the Government Representative.

The Contractor is required to provide cleaning and waste disposal services according to the specifications below:

ITEM	TYPE	SERVICE REQUIRED	INCIDENCE OF CLEANING		STANDARD OF CLEANLINESS
			INCIDENCE	TIME	
External Wall / Panel / Cladding / Roof <i>(Note 3)</i>	All external wall and panel except where otherwise specified <i>(Note 3)</i>	Clean and wash	12M	Pre-arrange with user	● Metal cladding should be clean.
	Solid Wall with paint and metal roller shutter	Clean and wash	6M	Pre-arrange with user	● Solid wall should be clean.

	Triangular windows on 2/F facing the Apron	Clean and wash (To deep clean the windows at least once a year.)	3M	Pre-arrange with user	<ul style="list-style-type: none"> ● Triangular windows should be clean. ● Additional cleaning is on “as and when required” basis.
	Glass wall on 1/F Concourse facing the Apron	Clean and wash	3M	Pre-arrange with user	<ul style="list-style-type: none"> ● Glass wall should be clean. ● Additional cleaning is on “as and when required” basis.
	Glass wall on 2/F facing the podium gardens	Clean and wash	2M	Pre-arrange with user	<ul style="list-style-type: none"> ● Glass wall should be clean. ● Additional cleaning is on “as and when required” basis.
	Glass wall on 2/F Public Colonnade	Clean and wash	2W	Weekdays	<ul style="list-style-type: none"> ● Glass wall should be clean. ● Additional cleaning is on “as and when required” basis.
	Roof of tail building (Note 4)	Clean and wash	2M	Weekdays	<ul style="list-style-type: none"> ● Floor of roof should be clean. ● Additional cleaning is on “as and when required” basis.

	Gutters on roof of tail building and concourse <i>(Note 4)</i>	Clean and wash	2M	Pre-arrange with user	<ul style="list-style-type: none"> ● Gutters should be cleaned ● Additional cleaning is on “as and when required” basis.
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(a) Legend

12M = Once every 12 months

6M = Once every 6 months

3M = Once every 3 months

AM = Morning session

2M = Once every 2 months

M = Once a month

2W = Bi-weekly

PM = Afternoon session

W = Once a week

W/2 = Twice weekly

D = Daily

D/2 = Twice daily

D/4 = 4 times daily

(b) Other Requirements

- The Contractor shall provide proper cleaning service trolley to each and every Cleaner.
- The Contractor shall arrange installation of hand sanitizer dispensers and replenishment of hand sanitizer at the Contract Venue at its own costs.
- Cleaning agents, disposable bio-degradable/recycled litterbags and all cleaning equipment will be supplied by the Contractor at its own costs.
- Toilet papers, towels, soap and liquid soap within the Government Offices will be supplied by the Government departments. An officer in each office will be assigned to arrange daily supplies to the Cleaners.
- Cleaners may be required to step up cleaning frequency for lifts and public areas as instructed by the Government Representative when the response level for the Government’s Contingency Plan of different infectious diseases is raised.
- Ad-hoc or emergency requests for provision of cleansing and supporting services during typhoon or rainstorm warning periods may be required.

Notes

1. The works shall only be carried out by certified workers holding valid permits for confined space.
2. For the exterior of radar tower and radome, the Contractor may sub-contract the works to a qualified technician. The sub-contractor is requested to comply with the following:
 - (i) Each item of the system complies with the relevant Construction Sites (Safety) Regulations and statutory requirements of Hong Kong Factories and Industrial Undertakings (lifting appliances and Lifting Gear) regulations. For example, all motorised winches, "structural anchors", connecting fixtures (e.g. shackles) and associated equipment (including primary and secondary safety fall arrest lines) used within the proposed system will carry relevant

lifting equipment certification/RPE endorsement (i.e. Forms 3, 5, 6 and 7).

- (ii) All compliance documentation and weekly inspection documentation would be made available to the relevant authorities prior to the works. A Form one (weekly inspection of lifting appliance/winch) will be completed on-site. Inspection and verification by of anchorages by an independent authorised RPE will be sought prior to any works.
 - (iii) In addition to equipment/system related documentation, the full suite of standard project related documentation (refer to the list below) is required to be submitted prior to the works:
 - (a) Site specific, job risk assessment and hazard analysis
 - (b) Structure access method statement
 - (c) Inspection work method statement
 - (d) Operational procedures
 - (e) Rescue plan and procedures
 - (f) Daily work, pre-start safety review and check list
 - (g) Equipment inspection checklist
 - (h) Insurance documentation
 - (i) Technician certification for the lifting appliance, rescue, inspection and construction workers safety, etc.
3. Safety belts and anchorage system shall be used to carry out the cleaning works for some claddings. The Contractor is requested to comply with relevant guidelines and statutory requirements of relevant regulations.
4. The locations shall also be cleaned before and immediately after typhoon or rainstorm to avoid accumulation of dirt and ensure effective operation of drainage system.

B. Disinfection Services - Work Schedules

The Contractor is required to provide: -

- (i) Cleaners to step up disinfection frequency for lifts and public areas as instructed by the Government Representative when the response level for the Government's Contingency Plan of different infectious diseases is raised.
- (ii) Cleaners to clear excreta of live animals and to remove dead animals found at all common areas, floors, carparks, staircases and steps in the Communal Areas. If suspected infectious material is found, relevant Government Departments shall be informed.
- (iii) Cleaners should be provided with protective clothing, mask and hand gloves to render intensive cleaning services by using diluted household bleach or other recommended disinfecting agents in accordance with the relevant guidelines issued by the Director of Health.
- (iv) Immediate cleansing and disinfection of any grossly contaminated areas as instructed by the Government Representative.

Item	Location	Type	Service	Incidence
1.	All building main entrances	a) Doors, door handles and push plates	Sterilize on both sides with a damp cloth using 1:99 diluted household bleach solution	Every two hours daily
		b) Digital locks, release buttons and switches		
		c) Floor, staircase and landings	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
2.	Lift lobbies on all floors	a) Floor		
		b) Lift call buttons and panels	Sterilize with a damp cloth using 1:99 diluted household bleach solution	Every two hours daily
		c) Lift doors	Sterilize on both sides with a damp cloth using 1:99 diluted household bleach solution	Two times a day
3.	All lift cars	a) Floor	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
		b) Lift control buttons and panels		
		c) Surrounding walls and handrails	Sterilize with a damp cloth using 1:99 diluted household bleach solution	Every two hours daily
4.	Lobby reception counters on all floors	a) Reception counters	-ditto-	Two times a day
		b) Counter telephones	Sterilize with 70% medical alcohol	Two times a day
5.	All toilets	a) Floor	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
		b) Door knobs, partitions, dados, W.C. pans, seats, wash basins and other sanitary fittings		

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6.	All office pantries	a) Floor	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
		b) Wash basins, cupboard doors and door knobs	Scrub and clean with 1:99 diluted household bleach solution	Two times a day
7.	Staircases and escalators	a) Floor and landings	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
		b) Handrails	Sterilize with a damp cloth using 1:99 diluted household bleach solution	Every two hours daily

C. Waste Disposal Services

There are two refuse collection points (“RCPs”) available for uses which are located at the G/F and 1/F of the Contract Venue respectively. The opening hours of the two RCPs are from 0700 hours to 2300 hours daily.

The Contractor shall, at his own expenses, provide refuse collection trucks for transportation of all refuse from the RCPs of the Contract Venue to legal public landfills or refuse transfer stations daily. The terminal operator and other tenants in the Kai Tak Cruise Terminal building will also deliver their collected refuse to the RCPs. The Contractor shall arrange all refuse from RCPs of the Contract Venue to legal public landfills or refuse transfer stations.

- (a) The Contractor shall instruct its Cleaners to deliver the general waste/refuse or paper waste collected to the RCPs. The Contractor shall **not** use the passenger’s lift(s) for conveyance of refuse except in special circumstances with the prior approval of the Government Representative.
- (b) The Contractor shall instruct his Cleaners to follow the instructions of the Government Representative in using equipment at the RCPs. The Contractor shall ensure that all his employees and agents exercise their utmost care in the use of these equipment to avoid damage to Government Property.
- (c) The Contractor shall arrange collection of recyclable waste collected in the Communal Areas such as plastic bottles, metal cans and waste paper, etc. and other type of waste as required by the Government Representative at least once per week for recycling purpose (including proper sorting, storage and delivery to the designated recycling organisations and collection points), and shall credit due allowances (if any) in the Contract prices from the sale of the recyclable materials collected. The Contractor shall submit monthly recycling collection reports including the amount of proceeds arising from the sale of the recyclable materials to the Government Representative and the terminal operator by the 7th day of each succeeding month.
- (d) The Contractor is required to remove and dispose all refuse daily including paper waste and recyclable materials in bio-degradable/recycled plastic bags or other approved containers which are to be supplied by the Contractor.
- (e) The Contractor shall engage the service of a licensed clinical waste collector, in accordance with the Waste Disposal (Clinical Waste) (General) Regulation (Cap. 354O) and other relevant regulations, to remove clinical waste from any waste producing areas.
- (f) The Contractor shall engage the service of a licensed chemical waste collector, in accordance with the Waste Disposal (Chemical Waste) (General) Regulation (Cap. 354C) and other relevant regulations, to remove chemical waste from any waste producing areas.
- (g) The Contractor shall comply with the prevailing legal requirements upon implementation of the municipal solid waste charging as announced by the Government.

D. Methods and Materials to be Used in the Cleaning of Particular Finishes

(a) Mosaic Tiles

Sweep clean of all dust - scrub with liquid detergent solution and bactericidal agents - wash down thoroughly with clean water - remove all excessive water from surface with clean cloth. Water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. - Avoid unsafe cleaners that may damage the concrete grouting surrounding the tiles.

(b) Terrazzo

Sweep clean of all dust - scrub with an approved liquid detergent solution and bactericidal agents - wash down thoroughly with clean water - remove all excessive water from surface with clean cloth. Water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. - Avoid unsafe cleaners, acids or other corrosive liquids that may damage the concrete matrix away from the marble chips.

(c) White or Coloured Rubbed Granolithic

Sweep clean of all dust, thoroughly wash down surface with clean water, scrub with approved liquid detergent solution, thoroughly rinse down with clean water, and remove all excessive water with clean cloth. Apply approved water emulsion polish to rubbed granolithic floors, walls and dados and buff to produce a highly polish finish.

N.B. - Avoid using metal brushes, wire wool, unsafe cleaning agents or other corrosive liquid that may damage the cement matrix.

(d) Marble / Limestone / Reconstituted stone / Granite

Sweep clean of all dust - scrub with warm water and a non-caustic detergent. Wash down with clean water and remove all excessive water with clean cloth. The surface may be polished where a brilliant finish is desirable.

N.B. - Avoid the use of acid metal brushes, wire wool, unsafe cleaning agents or other corrosive liquid which are harmful to marble / limestone / reconstituted stone / granite.

(e) Thermo-Plastic (asphalt or Vinyl) Tiles

Sweep clean of all dust - wash with a weak solution of liquid detergent and bactericidal agents, wash down thoroughly with clean water and dry with clean cloth. Apply a thin film of water emulsion Polymer type polish which is self-polishing and dries with a bright surface in about 20 minutes. After repeated applications of polish, a “build-up” old polish may occur - this may be removed by the use of concentrated detergent cleanser of the appropriate type or stripping agent.

N.B. - Avoid using poor quality soaps with alkaline content, coarse scouring powder and solvents such as paraffin, white spirit, petrol, benzene, etc. Rubber heel marks may be

removed by the use of fine grade steel wool or nylon web pads.

(f) Quarry Tiles

Sweep clean of all dust - scrub with liquid detergent solution and bactericidal agents - wash down thoroughly with clean water and dry thoroughly with clean cloth. If a dust free surface is required a coat of spirit solvent wax can be applied. Allow to dry out and when thoroughly dried buff to a brilliant finish preferably with a suitable polishing machine. Do not use pigmented polishes without prior reference to the Government Representative.

(g) Teak Block Floors

Sweep clean of all dust - apply a film of spirit solvent wax (do not use water emulsion wax unless the floor has been thoroughly sealed) or, where the traffic density is high, natural paste wax. Allow the liquid polish time to harden. Buff daily with a suitable polishing machine.

(h) Glazed Tiles

Brush clean of all dust - scrub with liquid detergent solution and bactericidal agents - wash down thoroughly with clean water and dry thoroughly with clean cloth.

N.B. - Each operator should clean, rinse and dry an area of about 1m² at one time. This allows time to rinse before the cleaning solution has had time to dry and cause streaks.

(i) Linoleum

As for Thermo-Plastic Tiles.

N.B. - High quality paste wax and spirit solvent wax can be used if traffic conditions are heavy. They should be applied generously, allowed to dry thoroughly and then buffed to a brilliant finish using a suitable polishing machine.

(j) Rubber Flooring

(i) Before waxing it is essential that the surface should be perfectly clean. When cleaning rubber flooring it is essential to avoid excessive use of water as this might creep between the joints of the flooring and affect the adhesion of the rubber to the sub-floor. The best method of cleaning of the rubber floor is by means of a paste cleanser applied with a damp cloth. Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth. Good quality soap bar or liquid soap can also be used but soft soaps with high alkalinity, liquids containing essential oils (e.g. turpentine and pine oil) and coarse abrasives should be avoided.

(ii) When clean, the floor should be treated with water emulsion Polymer type polish, which should be allowed to dry thoroughly before traffic is allowed to pass over it.

N.B. - Solvent based waxes should not be used on rubber floors. White spirit and other solvents such as petrol, benzene and paraffin attack rubber flooring causing it to become soft and sticky and “bleeding” of colours may occur.

(k) Cork Flooring

- (i) The floor should first be cleaned with a good quality neutral soap or detergent and bactericidal agents. A minimum amount of water should be used as excess of water may seep between the tiles and loosen them from the floor. The floor should then be rinsed with clean water and thoroughly dried. Then dry steel wool (or gauze) may be used to remove stains and clean badly soiled areas.
- (ii) When dry, the floor should be sealed with either a polyurethane or oleoresinous seal. Such sealing is a specialised process and should not be attempted other than under experienced supervision. If the floor is not sealed, it then requires to treat the surface with several coats of high grade polish to fill up the pores. Over this base any polish including emulsions can be used. However, whatever polish is applied, it is to be stripped at regular intervals and followed by frequent maintenance detailed below.
- (iii) For subsequent maintenance, an occasional application of floor wax, either solvent bound or an emulsion polish will considerably extend the life of the seal and provide a better resistance to scuff marks.

(l) Painted Surface (Oil)

- (i) Flat finish: Remove all surface dust with a soft brush, wipe down with damp cloth containing weak detergent solution and bactericidal agents. Wipe down with a clean damp cloth. Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.
- (ii) High gloss finishes: As above, but do not use any form of abrasive to remove stains. The use of washing soda or any other highly alkaline material should also be avoided. For a superior finish a high quality paste wax can be applied and buffed to the required finish.

(m) Stainless Steel

To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented. Frequent careful washing with soap and water or detergent solution and bactericidal agents will maintain appearance indefinitely. Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

(n) Bronze Finishes

Bright bronze must be kept free from dust during the process of toning down, so that the atmosphere may act on it evenly until the required colour is obtained. This action must then be checked and the surface preserved by building up on it (by frequent applications of wax polish) a coating of hard wax, impervious to moisture and easily polished.

Chemically toned bronze requires the action of the atmosphere for a short time after fixing to “see” it to its permanent shade, during which time it should be kept free from dust by occasionally cleaning with a little petrol, after which the surface should be protected in the same way as natural toned bronze.

N.B. - The usual kinds of metal polish, and oil such as paraffin, should on no account be used. Natural wax may be used, apply with a cloth pad, allow to dry out and when thoroughly dry,

buff to a brilliant finish.

(o) Aluminium

Thoroughly wash down with water containing non-alkaline soap or detergent and dry thoroughly with clean cloth. Accumulated dirt may be removed by the use of nylon pad. Occasional application of a wax polish may preserve an attractive appearance.

N.B. - Avoid the use of abrasive and steel wool.

(p) Chrome Finishes

Chrome finishes very rarely require anything more than a rub down with a soft cloth, but to prevent pitting such finishes may be cleaned once a month with chrome cleaners.

(q) Carpet Shampooing/Dry Cleaning

(i) Rotary Brush Method - Dry vacuum the area first, then shampoo carpeting carefully with a good quality appropriately diluted liquid shampoo to comply with the manufacturer's instructions for operating the rotary machine. Use wet vacuum immediately to remove excessive water and slurry. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.

(ii) Dry Foam Method - Use a pile lifting machine to run over the area first. A fully automatic dry-foam machines which converts the liquid shampoo into a foaming fluffy solution will be operated to (i) lay the fluffy solution, (ii) scrub with brushes in one pass and in one direction and immediately suck up the slurry.

(iii) Steam Extraction Method - Use a fully automatic steam machine to jet heated solution of appropriately mixed water and liquid shampoo into the carpet under pressure in one pass and in one direction and remove all loosened dirt instantly by simultaneous vacuum action.

N.B. - Before cleaning carpets with any of the above methods, it is essential to clear the room of all light furniture and scrub a small and inconspicuous area to check for colour fastness and backing wetness. Only skilled operators are allowed to carry out such carpet shampooing and great care must be taken to prevent shrinkage and over wetting. A second pass may be necessary in heavily soiled areas.

(r) Marble / Granite Floor with Sealer Protection

(i) To clean granite flooring daily with a soft cloth and a neutral, non-abrasive cleanser for best results.

(ii) To keep granite flooring clean, cleaning granite flooring daily with use a microfiber cloth to dust off the surface. Wipe down the granite flooring and as needed using water.

Once a week wipe down with a damp cloth and a stone cleaner formulated with a neutral pH. Never use harsh chemicals or abrasive cleaners. They can scratch, pit and etch the surface of

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the stone. For oily stains, try a poultice made of a cup of flour or baking soda and 5 tablespoons of dish soap. Add water to make it the consistency of sour cream or yogurt. Place the solution directly on the stain and cover with plastic wrap overnight, before washing away the poultice.

CAUTION:

- I) Do not use a poultice containing bleach on dark color stone.
- II) Do not use acid (pH value < 5) detergent to cleaning granite flooring – it will damage the color granite flooring and affect the granite color.
- III) Do not use colored detergent to cleaning granite floor, due to it will cause granite have color transform.

E. Performing Cleaning Tasks at Height

- (a) The Contractor shall be responsible for assigning appropriate and well-qualified manpower, at his own cost, to operate fall arrest system, mobile elevating work platform and spider lift access system provided in the Contract Venue to perform cleaning/ inspection service works at height including cleaning of external walls, the radar tower and the radome in a safe and proper manner, and shall deploy trained Cleaners with valid permit or licence to operate all equipment in accordance with the prevailing statutory rules and regulations for the task.
- (b) The Contractor shall observe the following Regulations and Codes of Practices:
- Factories and Industrial Undertakings Regulations – Regulation 24 (Cap. 59A)
 - Factories and Industrial Undertakings (Lifting Appliances and Lifting Gear) Regulations (Cap. 59J)
 - Factories and Industrial Undertakings (Suspended Working Platforms) Regulations (Cap. 59AC)
 - Occupational Safety and Health Regulation - Section 6 and Section 18 (Cap. 509A)
 - Construction Sites (Safety) Regulations - Regulation 38A to 38I (Cap. 59I)
 - Code of Practice for Metal Scaffolding Safety, Code of Practice for Bamboo Scaffolding Safety and Code of Practice of Safe Use and Operation of Suspended Working Platforms issued by Commissioner for Labour
 - Any other regulations and Codes of Practices on the use of lifting platforms and other equipment for working at height prevailed during the Contract Period.

Layout Plans of the External Building of the Kai Tak Cruise Terminal for Working at Height

Please refer to Part G of Contract Schedule 1.

List of Specialised Equipment Available on Site for Performing the Cleaning Tasks at Height

Equipment	Model	Quantity
Spider Lift	Teupen LEO30T	1
Spider Lift	Teupen LEO23GT	1
Scissor Lift	MHE-Demag JCPT1412DC	1
Scissor Lift	MHE-Demag GTWY12-2000	1

Note:

The Contractor shall at its own cost provide any other specialised equipment or elevating platform, etc. for performing cleaning tasks at height upon request by the Government, including but not limited to cleaning the claddings at the roof of the shops located at roof garden of the terminal.

F. Pest Control Services

The Contractor shall provide pest control services at the Contract Venue during the whole Contract Period in accordance with the service specifications set out below: -

- (a) Provide / arrange relevant training programmes to pest control staff on the following aspects :
 - (i) fundamental knowledge on behavior and reproductive ability of mosquitoes, rodent, flies, fleas, cockroaches and ants, etc.;
 - (ii) preventive and control measures of mosquitoes, rodent, flies, fleas, cockroaches and ant, etc.;
 - (iii) use of equipment and technique for application of pesticides and rodenticides; and
 - (iv) safety and occupational hazard in the application of pesticides and rodenticides.
- (b) Assign a designated officer to coordinate and undertake the control and prevention of pest (e.g. mosquitoes, rats, cockroaches, ants, termites, etc.) at the Contract Venue;
- (c) Provide a management plan of pest control of the Contract Venue upon implementation of the Contract or as requested.
- (d) Conduct thorough inspection of the Contract Venue for pest and mosquito control with particular emphasis on possible stagnant water places at least once a week and report the findings (including a checklist on the breeding places for pest and mosquito and an action taken report for pest and mosquito control) to the Government Representative;
- (e) Provide a detailed pest control log for future follow up.
- (f) Remove any abandoned articles or receptacles that are likely to accumulate water.
- (g) Remove stagnant water and eliminate all possible source(s) for breeding of pest. Stagnant water in breeding places/ potential breeding places that could not be directly removed should be treated with larvicides or larvicidal oil at the own costs of the Contractor.
- (h) Control, inspection and treatment of pest and vermin, including to eliminate all possible sources for breeding of pest and vermin as instructed by the Government Representative(s) at its own cost.
- (i) Apply only registered larvicides/pesticides under the Pesticides Ordinance (Cap. 133) with low toxicity.
- (j) Patrol potential rodent and other pest infested sites and carry out control works of rodent and other pest infestation.
- (k) Warn the public or venue users in the vicinity of rodenticides/ pesticides treatment.
- (l) Collect and dispose of dead rodent and pest in sealed black plastic bags to the refuse collection points inside the Contract Venue.
- (m) Take all precautions to ensure that the control measures administered shall not cause any harm or hazardous effects or nuisance to the building users, visitors and the general public inside and in close vicinity of the Contract Venue.

- (n) Conduct intensive mosquito and pest control programme as instructed by the Food and Environmental Hygiene Department/ Government Representative if the existing control measures are found ineffective by the Government Representative.

- (o) Supply one dedicated pest control team comprising one supervisor and two pest control workers with appropriate equipment for carrying out emergency mosquito, rodent and other pest control services beyond the work shift (24-hour) in accordance with the instruction of the Government Representative within TWO hours of being notified by the Government Representative. The pest control team shall not undertake other tasks beyond the scope of pest control in parallel such as other cleaning tasks.

Contract Schedule 4
Service Requirements – Security

1. The Contractor shall provide security services at the Contract Venue during the whole Contract Period in accordance with this Contract Schedule 4.
2. Save as Security Officers as set out in (iii) below, the Contractor shall deploy the following number of Security Personnel for each of Shift A, B and C to carry out the security services under the Contract: -

	Rank	Number of staff required in each shift		
		Shift A (from 0700 to 1600 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift B (from 1400 to 2300 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift C (from 2300 to 0800 hours on the next day (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)
(i)	Senior Security Officer	1	1	1
(ii)	Security Guard	9	9	7

- (iii) For Security Officers, which shall be deployed for the Government Offices only, the Contractor shall deploy a **maximum of nine (9) Security Officers per day when there is ship at berth at the Kai Tak Cruise Terminal**, each carrying out security services **on a 6-hour shift basis**, which may be extended on an hourly basis upon request. The estimated average number of ship calls is 12 per month during the Contract Period, exact number of ship calls may fluctuate between months. The actual hours of work per ship call and the total hours of work per month shall be subject to the actual ship call schedule for a particular month.
- (iv) The numbers of Security Personnel shown in the table and for sub-clause (iii) above are estimated numbers (for the whole Contract Period) only. Payments for Security Officers will be made according to the actual number of hours of services and the actual number of Security Officers provided by the Contractor for a particular month, as set out in Clause 18 of the Conditions of Contract.

3. Qualification/Experience Requirements for Security Personnel

(a) Senior Security Officer

Each of the Senior Security Officer shall -

- (i) either have served for **at least five (5) years** in disciplinary forces in Hong Kong and should have engaged in the related disciplinary duties within the last twenty (20) years; **or** have been employed in the security profession for **not less than eight (8) years** and should not have left such service for more than five (5) years;

- (ii) be in possession of a valid Security Guard Permit issued by the Commissioner of Police under the authority of Section 14 of the Security and Guarding Services Ordinance (Cap. 460) authorising him/her to carry out security work at category B;
- (iii) be able to speak Cantonese, English and Putonghua fluently;
- (iv) be given the authority and responsibility for site checking on the attendance and performance of his staff. Respond to emergency calls and to turn out promptly to deal with reported incidents, and to prepare investigation reports;
- (v) be provided with a mobile telephone with mobile data transmission at the Contractor's expense to enable quick response to all communications made by the Government Representative or his representative at all times; and
- (vi) station at the Building Management Office and its security control room and any other Contract Venue as required for the overall security control of the whole Contract Venue.

(b) Security Officer

Each of the Security Officer shall -

- (i) either have served for **at least three (3) years** in disciplinary forces in Hong Kong and should have engaged in the related disciplinary duties within the last twenty (20) years; **or** have been employed in the security profession for **not less than five (5) years** and should not have left such service for more than five (5) years;
- (ii) enrolled in orientation training prior to the Commencement Date and regular on-the-job training during the Contract Period at the Contractor's own expense. The Contractor shall submit the training proposal to the Government Representative at least two (2) weeks prior to the Commencement Date. The Government Representative reserves the right to request the Contractor to amend the training proposal as appropriate;
- (iii) be in possession of a valid Security Guard Permit issued by the Commissioner of Police under the authority of Section 14 of the Security and Guarding Services Ordinance (Cap. 460) authorising him to carry out security work category B;
- (iv) good command of spoken Cantonese, English and Putonghua to a degree of fluency to the satisfactory performance of the duties;
- (v) be provided with a mobile telephone with mobile data transmission at the Contractor's expense to enable quick response to all communications made by the Government Representative or his representative at all times; and
- (vi) station at the Immigration Hall and other Contract Venue to perform security duties.

(c) Security Guard

Each of the Security Guard shall -

- (i) be in possession of a valid Security Guard Permit issued by the Commissioner of Police under the authority of Section 14 of the Security and Guarding Services Ordinance (Cap. 460) authorizing him/her to carry out security work category B;

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- (ii) be able to speak Cantonese, simple English and simple Putonghua; and
- (iii) shall station/patrol in the guard posts in the Contract Venue specified by the Contractor and/or the Government Representative.

Note: The names, Hong Kong Identity Card numbers and experience of the proposed Security Personnel must be provided by the Contractor to the Government Representative for approval at least one week before commencement of the Contract Period. Any Contractor's proposed Security Personnel rejected by the Government Representative will not normally be considered for re-instatement during the remaining Contract Period. Details of the replacement staff shall be submitted to the Government Representative for approval in the same manner as herein before described.

4. Scope of Services

4.1 Duties

The Contractor shall provide a full round-the-clock (including all General Holidays during the Contract Period) and comprehensive security services at the Contract Venue to protect against fire risk, water leakage, theft and burglary, trespass by unauthorised persons and vehicles, damage to property, other offences, and such other responsibilities as are normally and reasonably associated with such services. The Contractor shall ensure the continuity of services and the proper handover of duties. A duty roster with full details of the Security Personnel's on/off duty must be made available at all times for inspection.

(a) Security Officer

- (i) Mainly be deployed to the Government Offices of the Kai Tak Cruise Terminal for conducting crowd control, and to perform any other security duties **during ship call days** (in case of emergency additional services are required, the Government Representative will give the Contractor not less than three (3) days prior notice in writing or verbally, in such duration and manner as may be directed by the Government Representative).
- (ii) To arrange hardware/ furniture set-up at the Immigration Hall or any other Contract Venue as requested by the Government Representative for crowd control purpose or any other purpose as appropriate prior to the arrival of cruise vessels and/or after disembarkation of passengers.
- (iii) The Security Officers shall report to the Contract Venue at least one (1) hour prior to the estimated time of arrival of the cruise vessel he/she is deployed to conduct duties, and remain on duties at least one (1) hour after the actual time of departure of the cruise vessel concerned.
- (iv) Any other duties as required by the Government Representative.

(b) Senior Security Officer and Security Guard

- (i) To patrol all areas in the Government Offices and the Communal Areas at the Contract Venue with frequency of no less than every two (2) hours (or at such other frequency specified by the Government Representative) according to the route of patrol and manner to be programmed or agreed by the Government

Representative. Each of the Security Personnel designated for these patrolling responsibilities shall carry out patrols on foot and shall carry an electronic patrol device to record their patrols at various check-points installed within such locations of the Contract Venue as from time to time designated by the Government Representative. The guard patrol data/ recorded shall be retained properly and made available for inspection at least twice every day by the Senior Security Officer or by the Government Representative at any time as required. Such records are the property of the Government and shall **not** be deleted/disposed of without the agreement of the Government Representative. The Security Personnel shall also attend to any abnormal incidents immediately upon receipt of reports from user departments of the Contract Venue. Copies of the record may be provided to the Contractor at the standard charging rate for photocopies as determined from time to time by the Government Representative.

- (ii) To operate and man the Central Control and Monitoring System room and the Caretaker office/Building Management Office and Security Control Room within the Contract Venue, as well as all security surveillance equipment installed within the Contract Venue. To attend to any alarm or emergency warning signals emitted by the Central Control and Monitoring System room/Building Management Office or other security surveillance equipment and to carry out checks as the case requires or directed by the Government Representative.
- (iii) To monitor operation of the communal facilities through the Central Control and Monitoring System.
- (iv) To ensure that no unauthorised person is permitted to enter places within the Contract Venue. The Security Guards shall order such unauthorised persons to leave the grounds or buildings or area forthwith.
- (v) To conduct crowd control and assembling/dismantle moveable and demountable partitions or other lightweight furniture or equipment for maintaining smooth passenger flow and to assist passengers to queue up orderly at appropriate counter at the Immigration Hall and the ancillary Communal Areas during ship call days. Depending on the passenger traffic, additional Security Personnel may be required.
- (vi) To perform cardiopulmonary resuscitation and operate automated external defibrillator as and when required.
- (vii) To operate floodlights and Public Address System as and when required.
- (viii) To operate x-ray machines and walkthrough metal detectors at entrance area as and when required.
- (ix) To immediately report the failure to the relevant public utility authority in the event of failure of electricity/water/gas supplies.
- (x) To immediately report the breakdown to the relevant maintenance company in the event of breakdown of lift/ escalator/ automatic door/ door phones/ security devices (such as card readers, CCTV, turnstiles), etc.

- (xi) To ensure that all fire resisting doors and emergency exits are kept closed at all times and that fire fighting equipment is securely placed in designated locations. To inform the Fire Services Department (Tel. 999) and, to alert all occupants of the premises in the event of fire/emergency. Before the arrival of the firemen, the Security Guards shall endeavour to fight and prevent the spread of fire with fire-fighting equipment installed in the Contract Venue.
- (xii) To immediately report to the Property Manager for investigation and further action on all reported instances of loss of personal property and damages found in the Contract Venue. If any damage is known to have been caused by any person, including any occupant of the Contract Venue, the Security Guards shall, if possible, obtain all particulars of the persons causing the damage and assist the designated police formation in further investigation.
- (xiii) To immediately report to the Property Manager all instances where any one is seen to have contravened any orders or instructions concerning the management and operation of the Contract Venue.
- (xiv) To keep keys of service rooms and vacant accommodation and be responsible for the safe custody of these keys until they are handed over to the correct users. All keys received and issued must be recorded in a register by a Security Guard.
- (xv) To check and ensure all windows and doors of any vacant accommodation of which the keys are in the Contractor's custody are secured, but under no circumstances shall any Security Guards use the facilities of such vacant accommodation without the permission of the Government Representative.
- (xvi) To report to the Property Manager any deficiencies and accumulation of rubbish, cigarette or abandoned articles which cause safety or fire-hazards in the public areas.
- (xvii) In the event of a rainstorm or a typhoon or tropical cyclone signal No. 3 (or higher) is hoisted, to ensure that all windows and doors in the public areas and vacant accommodation are securely locked throughout the rainstorm or the typhoon, and to check that surface channels, drains, and gutters and rainwater outlets on roofs or ground are free from blockage and to report to the relevant maintenance office immediately if found blocked.
- (xviii) To report faulty light bulbs and lamps to the onsite contractors for arranging replacement.
- (xix) To switch off all unnecessary lightings and electricity in the Communal Areas for energy saving purposes.
- (xx) To maintain on site one attendance book to record the times of arrival and departure of the Security Personnel, their names and guard numbers, and one Occurrence Book. The following information shall be recorded in the Occurrence Book: -
 - Details of each patrol and supervisory visit.

- Details of all incidents, emergencies, damages, disturbances and the like.
 - Any other information requested by the Government Representative.
- (xxi) To standby round-the-clock to monitor the fire alarms on the main fire panel when the fire link has been temporarily disconnected.
- (xxii) To conduct daily patrol of the emergency vehicular access (EVA) route on G/F on foot or by car.
- (xxiii) To inspect and clean the drainage channels weekly at communal areas and clear debris at drainage collection points at communal areas. The inspection shall be stepped up prior to, during and after the hoisting of heavy rain and severe weather warning.
- (xxiv) To be responsible for regulating the vehicular movement and parking control in accordance with the instructions of the Government Representative within the Government car parks. This includes regulating of vehicles over the access to, parking within, and egress from, the Contract Venue, and the management of all Government car parks.
- (xxv) To conduct daily patrol of the heliport area on 1/F and the radar tower.
- (xxvi) To liaise with the Government Flying Service (GFS) to ensure the smooth operation of the access control facilities installed at the Emergency Vehicular Access (EVA) and to facilitate the GFS's authorised vehicles' use of the EVA for access to GFS Kai Tak Division.
- (xxvii) Any other duties as required by the Government Representative.

4.2 Supervision and Discipline

- (a) The Senior Security Officer shall ensure that the requisite number of Security Personnel is in attendance and carrying out their duties in a satisfactory manner. Any absence of Security Personnel shall be recorded in the Occurrence Book by the Senior Security Officer.
- (b) The Contractor shall maintain a register of all Security Personnel (regardless of their ranks) deployed at the Contract Venue and a copy of such register shall be submitted to the Government Representative for record. The Contractor shall immediately inform the Government Representative of any change of the Security Personnel.
- (c) The Contractor shall ensure that the Security Personnel behave themselves in a proper and polite manner at all times in their dealing with the passengers, members of the public and staff in the Contract Venue. Any Security Personnel employed in the Contract Venue or in connection with any work carried out under this Contract shall not commit any of the following acts: -
- Arrive late or leave early;
 - Enter any area of the Contract Venue other than those necessary for the performance of the services;

- Cause wilful damage to Government Property and misuse of facilities provided by the Government;
- Gamble, steal, fight or commit any criminal offence;
- Use foul language;
- Indulge in poor timekeeping and absence without approval or good cause;
- Sleeping or drinking of alcohol whilst on duty;
- Smoking of cigarette, cigar or pipe whilst on duty;
- Habitually negligent in the performance of his duties;
- Commit fraud or dishonest acts;
- Refuse to obey a lawful and reasonable order by the Government Representative;
- Fail to wear full uniform whilst on duty;
- Fail to comply with the requirements of the Government Representative;
and
- Solicit or accept any money, gift or advantages from staff, building users or members of the public.

4.3 Recruitment and Training

- (a) The Contractor shall ensure that all Security Personnel provided by him to execute security duties at the Contract Venue covered by this Contract are competent and efficient employees with knowledge of Cantonese, simple English and Putonghua adequate to communicate with members of staff, visitors and members of the public on matters concerning their duties. The Contractor shall provide only experienced supervisory staff to give proper training, supervision of and instructions to its Security Personnel.
- (b) The Contractor shall recruit, subject to the vetting and agreement by the Property Manager, only persons of high calibre and who shall comply with the following general requirements :
 - (i) Be in possession of a valid Security Guard Permit issued by the Commissioner of Police under the authority of Section 14 of the Security and Guarding Services Ordinance (Cap. 460) authorising him to carry out security work category B;
 - (ii) Be of good physique with sound physical and mental health;
 - (iii) Be of smart appearance and bearing;
 - (iv) Be of pleasant character able to deal politely but firmly with members of staff, visitors and members of the public;

- (v) Be of sufficient character to investigate and challenge any suspicious incidents or persons;
 - (vi) Have had previous experience in building security guard or similar services;
 - (vii) Preferably have ex-military or ex-police experience in service;
 - (viii) Preferably have knowledge of operating X-ray Machine and Walkthrough Metal Detector;
 - (ix) At least two (2) Contractor's Employees in each shift shall hold a certificate of competency in first aid issued by the St. John's Ambulance Association, the Auxiliary Medical Services or the Hong Kong Red Cross as defined in Section 17 of the Occupational Safety and Health Regulation (Cap. 509A) and have sufficient knowledge in the use of the automated external defibrillator; and
 - (x) Good command of spoken Cantonese, English and Putonghua to a degree of fluency for the satisfactory performance of their duties.
- (c) All Security Personnel must have attended orientation training prior to the Commencement Date and regular on-the-job training during the Contract Period at the Contractor's own expense. The Contractor shall submit separate training proposals for the Senior Security Officers, Security Officers and Security Guards respectively to the Government Representative at least two (2) weeks prior to the Commencement Date. The Government Representative reserves the right to request the Contractor to amend the training proposal as appropriate.
- (d) All Security Personnel provided by the Contractor shall carry valid Security Guard Permits at all times while on duty.
- (N.B. - Photocopies of the Security Guard Permit will not be accepted. The Contractor shall be registered as the employer of the Security Personnel in their permits.)

4.4 Uniform and Equipment

- (a) The Contractor shall ensure that the Security Personnel when on duty are of smart appearance and with their hair neatly kept. The Security Personnel shall put on proper uniform as agreed by the Property Manager when on duty. All Security Personnel on duty are required to display name badges prominently at all times.
- (b) The Contractor shall provide and maintain at his own expense a VHF portable transceiver for each Security Personnel on duty. These transceivers shall be used by the Security Personnel for efficient and constant communication and in emergencies. Additional sets shall be made available, as and when required by the Government Representative.
- (c) The Contractor shall provide each Security Personnel at his own expense with appropriate and adequate items of equipment and such other equipment necessary for the proper and efficient discharge of their duties including torches, safety helmets, raincoats, and so on. When typhoon signal No. 3 or Amber rainstorm signal or above

is hoisted, approved helmets shall be worn by all Security Personnel while on duty outdoors.

4.5 Occupational Safety and Health

- (a) The Contractor shall comply with the prevailing policies, guidelines and procedures safeguarding occupational health and safety of staff deployed at the Contract Venue. He shall ensure that where required, comprehensive assessment and management of risks to occupational health and safety of the Security Personnel stationed at the Contract Venue shall be undertaken; and based on such assessment, adequate measures shall be taken to guard against such risks. The Contractor shall only provide experienced supervisory staff to give proper training, supervision and instructions to its Security Personnel. The Contractor shall ensure that all Security Personnel provided by it to execute security services at the Contract Venue: -
- (i) are properly trained, competent and efficient in carrying out the duties as stipulated in this Contract Schedule 4;
 - (ii) shall be full aware of any potential risks that may exist through the undertaking of their duties and to follow policies and guidelines that may be in force from time to time concerning occupational safety and health; and
 - (iii) take all reasonable steps to ensure their safety, and the safety of others, in the discharge of their duties.

5. Equipment

The Contractor shall provide the following minimum number of equipment during the Contract Period: -

	Item	Minimum No.
(a)	Electronic patrol system and electronic watchman clock system and related accessories	Sufficient quantities
(b)	Walkie-talkies, torches, batons, safety helmets, raincoats, VHF portable transceiver, etc.	Sufficient quantities
(c)	Tensile barriers, signage stands, sandbags and other necessary items for regulating passenger traffic flow	Sufficient quantities
(d)	Provision and maintenance of a 7-seater/8-seater vehicle for patrolling and other operational purposes. The year of service of the vehicle shall be less than seven (7) years at any time during the Contract Period	1

Contract Schedule 5

Service Requirements – Landscaping Maintenance

1. The Contractor shall provide landscaping maintenance services at the podium gardens located on 1/F and 2/F of the Contract Venue during the whole Contract Period in accordance with this Contract Schedule 5. The total landscape areas to be managed under this Contract Schedule 5 are as follows: -

Levels	Planting Area (m ²) (approx.)	Hard Paved (m ²) (approx.)	Total number of Tree Pits
1/F	730	2,360	14
2/F	2,780	3,150	N/A

Note

The above figures are for reference only. There is no guarantee that the figures are complete and accurate. No claim against the completeness and accuracy of the figures shall be made by the Contractor.

2. Responsibilities/Duties of the Contractor

(a) General

- (i) The Contractor shall be responsible for the maintenance and replacement of the existing soft landscaping at the podium gardens located on 1/F and 2/F of the Contract Venue **(the area may be adjusted by the Government Representative from time to time according to the actual operational needs)** as instructed by the Government Representative. The Contractor shall provide, replace, collect, relocate and remove the soft landscaping at its own costs. The soft landscaping is to be maintained to a level agreed by the Government Representative, to ensure healthy growth of the natural and planted vegetation in green, safe, tidy, hygienic condition and aesthetical quality from time to time.
- (ii) The services are applicable to such indoor and outdoor, real and artificial items as grass, trees, bushes, plants, shrubs, flowers and other types of soft landscaping, on all slopes, vegetated roundabouts, roadside, vegetated verges, vegetated central reserves, building compounds and amenity lawns as specified by the Government Representative.
- (iii) The Contractor is responsible for employing sufficient numbers of horticultural inspectors/workers/sub-contractors/agents to meet its obligations under the Contract. The Contractor shall submit the particulars of the proposed horticultural inspector for approval prior to commencement of routine horticultural operations. Horticultural works should be carried out by the Contractor's own staff or a specialist contractor subject to the Government Representative's approval.
- (iv) All landscape and horticultural maintenance works shall be carried out in accordance with this Contract Schedule 5 and relevant clauses in Section 3 Landscape Softworks and Establishment Works in the General Specification for Civil Engineering Works published by the Civil Engineering and Development Department.

- (v) The Contractor is also required, at its own expense, for the provision, maintenance and replacement of seasonal flowers during Christmas and Lunar New Year for the Contract Venue as follows -

Christmas

- Red Poinsettia flowers in gold pot;
- Estimated amount required: 140 pots (actual amount of pots required subject to actual operational needs);
- Not less than 80 cm in height and 12 inch in width; and
- Display period: from 1 December to 5 January of the following year,

Lunar New Year

- Flowers in different colours and varieties to be approved by the Government Representative;
- Estimated amount required: 200 pots (actual amount of pots required subject to actual operational needs);
- Not less than 80 cm in height and 12 inch in width; and
- Display period: from 22nd of the 12th Lunar Month (農曆十二月廿二) to 16th of the 1st Lunar Month of next Lunar Year (農曆正月十六).

- (vi) The Contractor shall arrange, at its own expense, transport of equipment, materials and staff to and from the Contract Venue.

(b) **Routine Maintenance**

The routine maintenance shall be programmed in a three-month cycle to cover all natural vegetated and planted areas. Works shall consist of but not limited to the following: -

- (i) Planting areas shall be kept clean and tidy. Refuse and litter shall be removed and disposed off site. The Contractor shall promptly perform the litter/refuse collection in the planted area after the lowering of a tropical cyclone signal No. 8 or the cessation of the effect of rainstorm and thunderstorm or as directed by the Government Representative;
- (ii) Invasive and parasitic vines (i.e. Mikania, Ipomoea, Pueraria, Casytha and Cuscuta, etc.) shall be removed from all natural and vegetated planting areas;
- (iii) All unwanted vegetation growing within planting areas shall be treated as weeds and shall be weeded out. All planting areas shall be kept free of weeds. At all time, the density of weed within planting areas shall be kept below five percent (5%) per m²;
- (iv) Tree stakes and ties shall be checked and adjusted as necessary. The Contractor shall replace all broken, damaged or otherwise unsatisfactory tree stakes and tree ties. Any tree ties that are causing chafing or abrasion of a plant shall be adjusted or removed as appropriate;
- (v) Tree risk assessment shall be conducted at least once during the Contract Period including but not limited to sonic tomography assessment by competent person.

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The Contractor shall follow the guidelines, code of practice and technical instructions whichever is applicable issued by the Greening, Landscape and Tree Management Section, Development Bureau and/or any other relevant Government departments and/or authority.

- (vi) Grass shall be cut when generally reaches a height of 200 mm from ground. After cutting, the height of the grass shall be 50 mm;
- (vii) Watering shall be carried out as necessary or at a frequency as advised by the Government Representative. All planting areas shall be thoroughly watered as often as is necessary to maintain the vigorous growth of plants. Watering shall be completed within twenty-four (24) hours whenever plants show any sign of withering or upon receipt of instructions from the Government Representative;
- (viii) Fertilisation shall be carried out at least once a year before the growing season or as advised by the Government Representative;
- (ix) Pruning shall be carried out for removal of branches and foliage where appropriate for the purpose of inducing flowers, controlling plant forms and for removal of dead and diseased plant parts. Neat and tidy cutting shall be maintained at all pruning operations. Pruning shall be carried out at the appropriate time of the year depending on species or as advised by the horticultural inspector in order to achieve the following:
 - (1) avoidance of physical obstruction to pedestrians; and
 - (2) removal of branches causing sightline obstruction or shaping the tree crown for a balanced tree form.
- (x) For felling of trees with diameter at breast height (DBH) more than 95 mm, report stating justification with photographic records and details shall be prepared and submitted to the Government Representative as required;
- (xi) Bare soil surface resulting from erosion or other causes shall be re-grassed at the own cost of the Contractor;
- (xii) Planting damaged by fire, vandalism, accidents, disease and pest, poor health or drying out shall be replanted within two (2) weeks after discovery or notification at the own cost of the Contractor;
- (xiii) Special attention shall be provided for greening systems, such as Goefibre, Hydromulching and Soil Paneling, on impermeable surface. Watering and maintenance shall be carried out according to the supplier's recommendation; and
- (xiv) Pesticide application shall be in accordance with the Pesticide Ordinance (Cap. 133) for control of pest and plant disease. Dosage and method of application shall be in accordance with manufacturer's recommendation.

(c) Programme of routine maintenance

- (i) The Contractor shall plan and programme the routine horticultural maintenance for all planting at three-monthly intervals or at a more frequent interval as

recommended by the horticultural inspector or directed by the Government Representative. The Contractor shall conduct inspection to all planting areas immediately in particular the drainage channels to ensure no blockage of leaves, waste or debris at the drainage channels after inclement weather such as strong monsoon or heavy rain and shall take such precautionary measures as required by the Government Representative. The Contractor shall report the damage to the Government Representative and take the necessary remedial action immediately.

- (ii) For planting areas susceptible to complaints from the public (as evidenced by receipt of one (1) complaint connected with the area) or as directed by the Government Representative, more frequent inspection and horticultural operation shall be carried out.

(d) Vegetation Inventory Records

The Contractor shall maintain and update the Vegetation Inventory (VI) records. The updated VI records with photographic records shall be made available to the Government Representative for inspection when requested.

(e) Reporting

- (i) The Contractor shall submit annual reports on horticultural maintenance upon completion of a twelve-month period. The reports shall include the following: -
 - (1) summary of horticultural maintenance for the year;
 - (2) staff resources for horticultural maintenance;
 - (3) highlight problems in horticultural maintenance in the year;
 - (4) setting target and proposal for horticultural management and maintenance strategy for the coming year; and
 - (5) statistics on trees felled in the year and replacement tree planting.
- (ii) The reports shall be submitted within a month after the completion of every twelve-month maintenance cycle.
- (iii) Half-yearly reports on vegetation maintenance programme and progress shall be prepared and submitted to the Government Representative.

Contract Schedule 6

Service Requirements – Estimated Manpower Requirements for the Services

	Shift A	Shift B	Shift C
Property Manager	1* Either Shift A <u>or</u> Shift B		Subject to operational needs, <u>on-call duty</u> may be required*
Senior Building Management Officer	2* Either Shift A <u>or</u> Shift B		Subject to operational needs, <u>on-call duty</u> may be required*
Building Management Officer	1 Either Shift A, Shift B <u>or</u> Shift C		
Cleaning Supervisor	1	1	Subject to operational needs, <u>on-call duty</u> may be required
Cleaner (Male)	1	1	
Cleaner (Female)	1	1	
Cleaner (Male/Female)	7 (including 2 qualified Cleaners to perform cleaning tasks at height)	1	
Senior Security Officer	1	1	1
Security Guard	9	9	7
Security Officer (on hourly basis)	A maximum of 9 Security Officers per day when there is ship at berth, each officer to carry out services on a 6-hour shift basis, which may be extended on an hourly basis upon request. Actual hours of work subject to the schedule of ship calls.		

- Shift A: 0700 to 1600 hours (including one (1) hour of meal break) everyday from Monday to Sunday including General Holidays
- Shift B: 1400 to 2300 hours (including one (1) hour of meal break) everyday from Monday to Sunday including General Holidays
- Shift C: 2300 to 0800 hours on the next day (including one (1) hour of meal break) everyday from Monday to Sunday including General Holidays

* There must be at least two officers (Property Manager, Senior Building Management Officer or Building Management Officer) in each shift including at least one (1) Property Manager or one (1) Senior Building Management Officer shall be on duty in each of Shift A and Shift B. Subject to operational needs, on-call duty may be required in Shift C.

Contract Schedule 7

**Price Schedule – Rates of Charge for the Provision of the Services
(to contain the successful Tenderer’s price proposal subject to
such modification as may be agreed with the Government)**

Contract Schedule 8

**Monthly Wages and Daily Maximum Working Hours for Security Guards and Cleaners
(to contain the successful Tenderer’s technical proposal on the proposed monthly wages
and daily maximum working hours for Security Guards and Cleaners subject to such
modification as may be agreed with the Government)**

Rank	Proposed Monthly Wages	Proposed Daily Maximum Working Hours
<p>Security Guard</p>	<p>HK\$ _____</p> <p>Calculated on the basis of 31 days per month (27 working days plus 4 paid rest days and 8 hours of work per day)</p>	<p><input type="checkbox"/> (a) Ten (10) hours or less excluding meal break</p> <p>or</p> <p><input type="checkbox"/> (b) _____ hours excluding meal break</p> <p>(To specify the number of hours in case the proposed daily maximum working hours are more than ten (10) hours excluding meal break.)</p> <p>(<input type="checkbox"/> please ✓ where appropriate)</p>
<p>Cleaner</p>	<p>HK\$ _____</p> <p>Calculated on the basis of 31 days per month (27 working days plus 4 paid rest days and 8 hours of work per day)</p>	<p><input type="checkbox"/> (a) Ten (10) hours or less excluding meal break</p> <p>or</p> <p><input type="checkbox"/> (b) _____ hours excluding meal break</p> <p>(To specify the number of hours in case the proposed daily maximum working hours are more than ten (10) hours excluding meal break.)</p> <p>(<input type="checkbox"/> please ✓ where appropriate)</p>

Contract Schedule 9

Contractor's Execution Plan

(to contain the successful Tenderer's technical proposal on

- (a) Work Plan**
- (b) Organisation and Supervision Plan**
- (c) Contingency Plan**

subject to such modification as may be agreed with the Government)

Contract Schedule 10

Permitted Sub-contracting of Services

(to contain the successful Tenderer's technical proposal on the sub-contractor(s) for the Services subject to such modification as may be agreed with the Government)

Contract Schedule 11
Code of Conduct for the Contractor's Employees

1. All the Contractor's Employees shall maintain a high standard of hygiene, courtesy and consideration in performing the Services.
2. The Contractor's Employees shall deal promptly and courteously with the Government Representative, the terminal operator, other tenants in the Kai Tak Cruise Terminal, visitors and the public as well as all others with whom they may have contact in performing the Services under the Contract.
3. The Contractor's Employees while on duty at the Contract Venue shall not commit any of the following acts: -
 - (i) entering any areas of the Contract Venue other than those necessary and permitted for the performance of their respective duties;
 - (ii) vandalising any Government Property or misusing any equipment/facility provided by the Government;
 - (iii) gambling, stealing or committing any criminal offence;
 - (iv) fighting or causing any disorder, disturbance or nuisance;
 - (v) using foul language or drinking liquor;
 - (vi) behaving in a manner likely to endanger himself/herself or any other person or causing damage to Government Property;
 - (vii) soliciting or accepting any money, gift or advantages from, or offering any money, gift or advantages to any Government employee, building user, visitor or member of the public;
 - (viii) indulging in poor timekeeping for work or absent from duty without approval or good cause;
 - (ix) indulging in smoking, sleeping or any audio/visual entertainment;
 - (x) committing fraud or dishonest acts;
 - (xi) failing to wear full uniform; and
 - (xii) committing any act that will bring the Government into disrepute or embarrassment.
4. The Contractor's Employees are strictly forbidden to allow any unauthorised persons to get access to those parts of the Contract Venue not open to the public or bring along any animals or birds to the workplace.

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

**Tourism Commission
Commerce and Economic Development Bureau**

**Provision of Facility Management Services to the
Government Offices and the Communal Areas in the
Kai Tak Cruise Terminal**

**PART 4
OFFER TO BE BOUND**

I/We,.....[name of company]....., (the “Tenderer”) a body corporate duly incorporated under the Companies Ordinance (Cap. 622) having read the Interpretation, Terms of Tender, Conditions of Contract, Contract Schedules and all other attachments of these Tender Documents (the “Tender Documents” Ref.: TC 1/2021), agree: -

1. to be bound by the terms and conditions as stipulated; and
2. to carry out the whole of the Services in such form, manner and contents as proposed by us in the technical proposal during the Contract Period or any extension thereto at the price offered by us in the price proposal free of all other charges, costs and expenses, subject to and in accordance with the Tender Documents.

The registered office/principal place of business of my/our company is situated at.....
.....
.....

Signature:	_____	_____
	Director	Director / Secretary
Name of Person:	_____	_____
Date:	_____	_____

- Note* : (i) All the particulars required above must be provided.
(ii) Strike out clearly alternatives which are not applicable.

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

**Tourism Commission
Commerce and Economic Development Bureau**

**Provision of Facility Management Services to the
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Kai Tak Cruise Terminal**

PART 5

MEMORANDUM OF ACCEPTANCE

The Tender Documents (Ref.: TC 1/2021) and your Tender submitted in response thereto refer.

On behalf of the Government of the Hong Kong Special Administrative Region of the People's Republic of China,

I _____
(*name and position of officer*)

accept your Tender for the Contract. A copy of each document constituting the Contract is hereby attached for identification purposes.

Date this _____ day of _____ 2021.

Signed by the said _____)
_____)
for and on behalf of the Government of _____)
the Hong Kong Special Administrative _____)
Region of the People's Republic of _____)
China _____)

in the presence of: _____)
_____)
_____)