

RESTRICTED (TENDER) 限閱(投標)

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
HONG KONG POLICE FORCE
TENDER FOR SERVICES**

Tender Ref. : HKPF PHQ 2016

TENDER FORM

Contract No. : HKPF PHQ 2016

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked "Tender for Provision of Property Management Services to the Hong Kong Police Headquarters Complex at No. 1 Arsenal Street, Wanchai, Hong Kong"

and addressed to the Chairman, Central Tender Board

must be deposited in the Government Logistics Department

Tender Box situated on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong

no later than 12:00 noon (time) on 2016-03-18 (Hong Kong time) (date). Late tenders will not be accepted.

INTERPRETATION

PART 1 — TERMS OF TENDER

PART 2 — CONDITIONS OF CONTRACT

~~Details on Interpretation, Terms of Tender and General Conditions of Contract used for tendering for provision of services to the Government of the Hong Kong Special Administrative Region are contained in the Standard Tender Terms and General Conditions of Contract which are available for viewing and downloading from the following website:~~

~~● https://www.gldpcms.gov.hk/etb_prod/jsp_public/sm/ssm00105.jsp~~

The above documents are deposited with tenderers upon successful registration with the tender issuing departments for receiving tender invitations. Copies can also be obtained from the following address:

Harcourt Garden Staff Entrance Reception, G/F, Hong Kong Police Headquarters, No.1 Arsenal Street, Wanchai,
Hong Kong

PART 3 — SPECIAL CONDITIONS OF CONTRACT

Attached to this Tender Form (if any).

Dated this 19th day of February 2016

Miss TONG Po-hing, Jane

Government Representative

PART 4 — OFFER TO BE BOUND

- 1. Having read the Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.
- 2. I/We do hereby agree to execute orders for any or all of the Services specified in the Schedule, which may during the Contract Period be placed by the Government at the prices quoted in the Price Schedule free of all other charges, subject to and in accordance with the terms of the Tender Document.
- 3. I/We also certify that the particulars given by me/us below, are correct :
 - (a) Business Registration Certificate No.
which expires on
 - (b) Employee's Compensation Insurance Policy No.
which expires on

4. I am/We are duly authorised to bind the Company hereafter mentioned by my/our signature(s).

— or —

I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein.

5. The name of the Company/Firm is

6. The registered office of the Company is situated at Hong Kong.

— or —

The names and residential addresses of the partners of the firm are as follows :

.....

7. Name(s), post(s)/title(s) and address(es) of person(s) signing :
.....

Signature(s) :

Dated this day of 20

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

**PART 5
MEMORANDUM OF ACCEPTANCE**

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

I
(Name and position of officer)

accept your offer upon the terms of this Contract so far as such offer relates to the following item(s) in the Schedule :
.....

Dated this day of 20

Signed by the said in the presence of :

INTERPRETATION

1. In the Tender Documents, unless the context otherwise requires:

- “A Shift” means the working hours from 0700 to 1600 hours with one-hour meal break everyday from Mondays to Sundays including a General Holiday;
- “A1 Shift” means the working hours from 0730 to 1630 hours with one-hour meal break everyday from Mondays to Saturdays except a General Holiday;
- “A2 Shift” means the working hours from 0830 to 1730 hours with one-hour meal break everyday from Mondays to Fridays except a General Holiday;
- “B Shift” means the working hours from 1500 to 2400 hours with one-hour meal break everyday from Mondays to Sundays including a General Holiday;
- “B1 Shift” means the working hours from 1200 to 2100 hours with one-hour meal break everyday from Mondays to Saturdays except a General Holiday;
- “C Shift” means the working hours from 2300 to 0800 hours with one-hour meal break everyday from Mondays to Sundays including a General Holiday;
- “Building Management Coordination Services” means the management and coordination services to be provided by the Contractor to the Government as more particularly specified in Item 1, Schedule 2; such services include but are not limited to the provision of management and coordination of cleaning, security, labouring and support and horticultural services of the Contract Venue in accordance with the terms and conditions of the Contract;
- “BMSC (Cleaning and Labouring Services)” means the Building Management Services Coordinator (Cleaning and Labouring Services) to be appointed by the Contractor in accordance with Schedule 2 of the Conditions of Contract;
- “BMSC (Security)” means the Building Management Services Coordinator to be appointed by the Contractor in accordance with Clause Schedule 2 of the Conditions of Contract;
- “Companies Ordinance” means Cap. 622 of the Laws of Hong Kong and includes the former Companies Ordinance which has the meaning assigned to it in section 2 of the Companies Ordinance (Cap. 622);
- “Cleaner” or “Cleaners” means the cleaners provided by the Contractor under the requirements of Schedule 5. Cleaners are non-skilled workers;

- “Cleaning Services” means the general cleaning services to be provided by the Contractor to the Government in the Contract Venue; such services include but are not limited to dusting, washing, scrubbing, disinfecting, sweeping, clearing of litter and pest control services, particulars of which are set out in Schedule 2 of the Conditions of Contract;
- “Commencement Date” means 1 July 2016 or on a date as advised by the Government, whichever is later;
- “Contract” means the Contract between the Government and the Contractor in relation to the provision of the Services on and subject insofar as they are applicable to the terms and conditions contained in:
- (a) the Tender Form G.F. 231 Parts 1 to 5 as signed and completed by the Contractor and forming part of its tender;
 - (b) this Interpretation;
 - (c) the Terms of Tender;
 - (d) the Conditions of Contract;
 - (e) the Schedules;
- and the attachments to any of the above;
- “Contract Deposit” means the deposit as more particularly described in Clause 39 of the Conditions of Contract;
- “Contractor’s Employee” means the staff employed by the Tenderer whose proposals, offers and tender have been accepted by the Government;
- “Contract Period” means the initial Contract Period of thirty-six (36) months as specified in Clause 1(a) of the Conditions of Contract, and is subject to sooner termination or extension pursuant to the terms of the Contract;
- “Contract Price” means quoted by a Tender in Contract Schedule 1 for the purposes of tender evaluation;
- “Contract Representative” means the Contract Representative appointed by the Contractor in accordance with Clause 18(f)(i) of the Conditions of Contract;
- “Contract Venue” means the Hong Kong Police Headquarters Complex situated at No. 1 Arsenal Street, Wanchai, Hong Kong, comprising three buildings, namely Arsenal House, Arsenal House East Wing and Arsenal House West Wing, the map of which is found at Item 9 of Schedule 1, and any other building, area of land or place to be added by the Government Representative for the purposes of the Contract;

“Contract Year”	means the First Year, the Second Year or the Third Year in accordance with the context in which the terms appears;
“Contractor”	means the Tenderer whose tender for the Contract has been accepted by the Government under the Memorandum of Acceptance issued to that Tenderer;
“Department” or “HKPF”	means the Hong Kong Police Force;
“First Year”	means the period of 12 months commencing on the Commencement Date;
“Fourth Quarterly Report 2010”	means the Quarterly Report of Wage and Payroll Statistics (Fourth Quarter 2010) published by the Census and Statistics Department on 24 March 2011;
“Gardener” or “Gardeners”	means the gardener(s) provided by the Contractor under the requirements of Schedule 5. Gardeners are non-skilled workers;
“General Holiday” or “Public Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Representative”	means the Commissioner of Police or any officer authorized by the Commissioner of Police to act on his behalf for the purposes of the Contract;
“Guard” or “Guards”	means the Shift Commanders, Shift Supervisors and security guards provided by the Contractor under the requirements of Item 4 of Schedule 2 and Schedule 5 for performing the Services. References to “Shift Commanders”, “Shift Supervisors” and “security guards” shall mean these respective individuals. The Shift Commanders, Shift Supervisors and security guards are non-skilled workers;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Horticultural Services”	means horticultural and gardening services to be provided by the Contractor in the Contract Venue; such services include but are not limited to provision of seasonal flowers and plants, planting, irrigating, weeding, pruning, pest and disease control, particulars of which are set out in Item 5, Schedule 2;
“Incorporated Joint Venture”	means a joint venture which is effected through the medium of a company incorporated under the Companies Ordinance, with each participating party as a Shareholder of the company;
“Inspecting Officer”	means the officer appointed by the Government Representative for the purpose of inspecting the Services in pursuance of the Contract;
“Labourer” or “Labourers”	means the labourers provided by the Contractor under the requirements of Schedule 5. Labourers are non-skilled workers;

“Labouring and Support Services”	means the provision of manual labouring services by the Contractor in the Contract Venue; such services include but are not limited to all manual lifting tasks, moving of furniture and equipment, collection and delivery of plants, collection of store commodities, collection and delivery of documents, particulars of which are set out in Item 3, Schedule 2;
“Mandatory Monthly Wage (Cleaner)”	has the meaning assigned to it in Clause 9(b) of the Terms of Tender;
“Mandatory Monthly Wage (Gardener)”	has the meaning assigned to it in Clause 12(a) of the Terms of Tender;
“Mandatory Monthly Wage (Guard)”	has the meaning assigned to it in Clause 10(b) of the Terms of Tender;
“Mandatory Monthly Wage (Labourer)”	has the meaning assigned to it in Clause 11(a) of the Terms of Tender;
“month” or “monthly”	means a calendar month;
“Monthly Invoice”	means a monthly invoice in respect of each month during the Contract Period;
“Monthly Payment”	means an amount payable each month to the Contractor for provision of the Services;
“Participant”	has the meaning assigned to it in Clause 3a(iii) in Stage 1 –Essential Requirements of the Terms of Tender Appendix 1;
“Partnership”	means the relation which subsists between persons carrying on a business in common with a view of profit, whether or not the Partnership Ordinance (Cap. 38) applies to the partnership;
“person”	includes any individual, corporation, Partnership and Incorporated/Unincorporated Joint Ventures;
“RCP”	means the refuse collection point located on the ground floor of the Arsenal House in Police Headquarters as shown on the map at Item 9 of Schedule 1;
“Schedules”	means the schedules attached hereto;
“Second Year”	means the period of 12 months commencing immediately after the end of the First Year;
“Security Guarding and Reception Services”	means the security guard services to be provided by the Contractor; such services include but are not limited to the provision of security coverage in static posts, patrolling, receiving visitors at reception counters, escorting of visitors, particulars of which are set out in Item 4, Schedule 2;

“Services”	means the (i) Building Management Coordination Services; (ii) Cleaning Services; (iii) Labouring and Support Services; (iv) Security Guarding and Reception Services; and (v) Horticultural Services, to be provided by the Contractor as specified in Clauses 2 and 3 of the Conditions of Contract, and all other services and duties to be performed or fulfilled by the Contractor in accordance with the terms and conditions set out in the Contract;
“Shareholder”	has the meaning assigned to it in Clause 3a(iii) in Stage 1 – Essential Requirements of the Terms of Tender Appendix 1 ;
“Shift Commander” or “Shift Commanders”	means the shift commander(s) provided by the Contractor under the requirements of Schedule 5. Shift Commanders are non-skilled workers;
“Shift Supervisor” or “Shift Supervisors”	means the shift supervisor(s) provided by the Contractor under the requirements of Schedule 5. Shift Supervisors are non-skilled workers;
“Special Protective Gear”	includes special items of headgear, eye shield, earmuff, gloves, clothing, footwear and covering worn for protection of human body. The Government Representative may specify the design and specifications of such Special Protective Gear as he considers necessary or appropriate. For the avoidance of doubt, the design and specifications of Special Protective Gear are different from those uniform provided for in Clause 15 of the Conditions of Contract;
“Standard Employment Contract”	means the written employment contract entered into between the Contractor and the non-skilled workers (except a temporary relief worker whose period of engagement does not exceed 7 days) for performing the Services under the Contract and a copy of such contract and its guidance notes are annexed to the Tender Documents as Annexure A, the form of which may be updated from time to time as directed by the Government Representative;
“Statutory minimum wage (SMW) plus rest day pay rate”	has the same meaning as ascribed to it in the Guidance Notes accompanying the Standard Employment Contract in Annexure A;
“Tender Closing Time”	means the latest time (Hong Kong time) by which tenders must be lodged or the extended Tender Closing Time if the Tender Closing Time is extended in accordance with Clause 4(b) of Terms of Tender;
“Tender Documents”	means the documents as specified in Clause 1 of the Terms of Tender and any addendum issued prior to the Tender Closing Time;
“Tender Validity Period”	means the period of time described in Clause 15 of the Terms of Tender during which the tender shall remain open;
“Tenderer”	means the person or persons and/or the firm or the company or the organization, referred to in the “Offer to be Bound” section of the Tender Form (G.F. 231);
“Third Year”	means the remaining period of the Contract commencing immediately after the end of the Second Year;

- “Toilets (Group A)” means the Group A toilets and shower cubicles listed under Item 8 of Schedule 1 and any other permanent or temporary toilet or shower cubicle in the Contract Venue as may be specified by the Government from time to time that require cleansing and supply of consumable items as detailed in Item 2, Schedule 2;
- “Toilets (Group B)” means the Group B public toilets and shower cubicles listed under Item 8 of Schedule 1 and any other permanent or temporary toilet or shower cubicle in the Contract Venue as may be specified by the Government from time to time that require cleansing, and supply of consumable items as detailed in Item 2, Schedule 2;
- “Toilets (Group C)” means the Group C public toilets and shower cubicles listed under Item 8 of Schedule 1 and any other permanent or temporary toilet or shower cubicle in the Contract Venue as may be specified by the Government from time to time that require cleansing, and supply of consumable items as detailed in Item 2, Schedule 2;
- “Total Estimated Value of the Contract” means the estimated amount payable by the Government for provision of the Services as quoted by the successful Tenderer in Schedule 3 and accepted by the Government Representative;
- “Unincorporated Joint Venture” means the relation which subsists between participants joining together as independent contractors under a purely contractual arrangement. In the definition of “Unincorporated Joint Venture”, “Participant” means each individual party in the unincorporated joint venture and includes without limitation a sole proprietor, firm and /or company;
- “Worker” or “Workers” means the Cleaners, Guards, Labourers and Gardeners who are non-skilled workers performing the Services.

2. In the Tender Documents, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular include the plural and vice versa; words importing a gender shall include every gender; references to any person shall include references to individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for convenience of reference only and shall not affect the interpretation or construction of the Tender Documents or the Contract;
- (d) references to a document shall:

- (i) include all schedules, appendices, annexures and other materials attached to such documents; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Document or the Contract;
- (e) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them;
- (f) references to “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant positions;
- (g) references to a “Paragraph” in the Terms of Tender are to a paragraph in the Terms of Tender, references to a Clause, Sub-clause, Section of Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
- (h) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (i) any word or expression to which a specific meaning has been attached in any part of the Tender Document shall bear such meaning whenever it appears in the same and other parts of the Tender Document;
- (j) “associate” of a person means a company 50% or more of whose directors is in common with 50% or more of the directors of that person;
- (k) “associated person” of a person means:
- (i) any person who has control, directly or indirectly, over that person; or
 - (ii) any person who is controlled, directly or indirectly, by that person; or
 - (iii) any person who is controlled by, or has control over, the first-mentioned person in (i) or (ii);
- (l) a person having ‘control’ over another person means the power of that person to secure:
- (i) by means of the holding of shares or interests or the possession of voting power in or in relation to the second-mentioned person or any other person; or

(ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that second-mentioned person or any other person;
or

(iii) by virtue of holding office as director in that second-mentioned person or any other person;

that the affairs of that second-mentioned person are conducted in accordance with the wishes of the first-mentioned person;

(m) “director” means any person occupying the position of a director by whatever name called and includes without limitation a de facto or shadow director; and

(n) if the selected Tenderer is a Partnership or an Unincorporated Joint Venture, as the case may be, the liability of each partner of the Partnership or Participant in the Unincorporated Joint Venture shall be joint and several;

(o) a time of a day shall be construed as a reference to Hong Kong time;

(p) references to a day mean a calendar day;

(q) references to a month or a monthly period mean a calendar month;

(r) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be constructed as if it were also an obligation to procure that the act or thing in question be done;

(s) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;

(t) where a general obligation in the Tender Document or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.

3. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.

4. All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.

5. Unless otherwise provided for in the Tender Document, all quotations and payments shall be made in Hong Kong Dollars.

PART I

TERMS OF TENDER

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

1. Tender Documents

(a) These Tender Documents for this invitation to tender consist of THREE (3) complete sets of the following documents:

- | | |
|---|--------------------|
| (i) Tender Form (G.F. 231 Parts 1 to 5) | (Pages 1 to 2) |
| (ii) Interpretation | (Pages 3 to 11) |
| (iii) PART I Terms of Tender | (Pages 12 to 38) |
| (iv) PART II Conditions of Contract | (Pages 39 to 77) |
| (v) PART III Schedules | (Pages 78 to 164) |
| (vi) Annexure A Standard Employment Contract (Chinese & English Editions) | (Pages 165 to 202) |

(b) The Interpretation as provided for in Pages 3 to 9 shall apply to the whole set of the Tender Documents unless the context provides to the contrary.

2. Invitation to Tender

- (a) The Tender Documents are not expected to be altered by the Tenderer. Otherwise, the tender may not be considered.
- (b) Tender must be completed in ink or typescript. Tenders not so completed may not be considered.
- (c) All proposals, information and responses from Tenderers are expected to be submitted in writing.
- (d) The Government reserves the right to disqualify any Tenderer who submits a tender that directly or indirectly attempts to preclude or limit the effect of the above requirements.

3. Tender Preparation and Submission

- (a) The tender and accompanying documents should be completed in English or Chinese and submitted separately in two sealed envelopes as follows.

- (i) The price information (i.e. Contract Schedule 1 should be enclosed in a sealed envelope clearly marked Tender Reference: PHQ 2016 – tender for the Provision of Property Management Services to PHQ Complex – (Price Information)”; and
- (ii) The technical information (i.e. other information, forms, contract schedules and documents required by these Tender Documents but without any indication on the price offers) including the information and documents specified in Clause 3(b) of the Terms of Tender (excluding Contract Schedule 1) should be enclosed in another sealed envelope clearly marked Tender Reference: PHQ 2016 – tender for the Provision of Property Management Services to PHQ Complex – (Technical Information)”.]
- (b) All Tender and all accompanying documents should be completed in English or Chinese and in ink or typescript.]
- (c) Tenderers are expected to complete the following parts/ pages/ Contract Schedules and all necessary information including documentary evidence which are necessary for tender evaluation and submit all of the following documents in triplicate.
- | | | |
|-------|------------------------------------|---|
| (i) | Schedule 3 | Price Proposal and Payment Discount |
| (ii) | Schedule 4 | Equipment |
| (iii) | Schedule 5 | |
| | Part A | Manpower Requirements for the Services |
| | Part B | Proposal on Monthly Wages and Allowable Daily Maximum Working Hours |
| (iv) | Schedule 6 | Proposals on Management Plan, Work Plan, Quality Assurance and Transition Plan, Contingency Plan and Safety Plan |
| (v) | Schedule 7 | |
| | Part A | Experience of the Tenderer and the Contract Representative |
| | Part B | Quality Management Accreditation |
| | Part C | Statement of Convictions or No Convictions |
| (vi) | Schedule 8 | Information on Tenderer |
| (vii) | Tender Form G.F. 231 Part 4 | Offer To Be Bound |

- (d) Failure to submit the duly completed Schedules 3, 5 (Part B), 6, 7 and the duly completed and signed Part 4 – Offer to be Bound on or before the Tender Closing Time WILL RENDER A TENDER INVALID.
- (e) In the event that the Government determines that clarification of the tender is necessary, the Government Representative will advise the Tenderer accordingly indicating whether the Tenderer should supplement its tender by supplying such missing document, additional information or documentary proof, or clarification,. The Tenderer shall submit the requested information in such a format as required by the Government on or before such date as the Government may indicate absolute discretion allow and on the Government specified in the request for clarification. Tenders may not be considered if complete information is not provided as required. A Tenderer who fails to comply with such request may render its tender to be disqualified by the Government without further notice.
- (f) Tenderers should note that **no sub-contracting** will be permitted under the Contract. Any tender containing a sub-contracting proposal may not be considered.
- (g) No guarantee is made by the Government as to the accuracy of information provided by the Government. Any statement, whether oral or written, made and any action taken by Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purpose only. The statement shall not 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 these Tender Documents. Nothing herein shall be construed as a representation, warranty or indication whatsoever on the part of the Government as regards the actual number of Workers required for the Services which may in fact vary considerably from the figures specified in Part A of Schedule 5. The Government shall not be liable for any loss sustained by Tenderers due to inaccuracy of the information. The Government also makes no guarantee to the Tenderers that the volume of work (including but not limited to the number of jobs as stated under piece rated services in Schedule 3) would remain the same during the Contract Period.
- (h) The Government may not consider a Tender if:
- (i) false, inaccurate or incorrect information is given in the Tender;
 - (ii) complete information (including descriptive literature, catalogues and any other document required under any provision of the Tender Document) is not given with the Tender; and
 - (iii) any particulars or data requested for in the Tender Document is not furnished in full in the Tender.
- (i) When completing the Tender Document (including the Offer to be Bound section of the Tender Form), a Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:
- (i) if the Tenderer is a company incorporated in Hong Kong:
 - (1) the Certificate of Incorporation of the Tenderer; or
 - (2) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer;
 - (ii) if the Tenderer is a sole proprietorship or a Partnership, a valid business registration certificate of the Tenderer; or

- (iii) if the Tenderer is formed, established or incorporated outside Hong Kong, a document equivalent to sub-clauses (k)(i)(1), (k)(i)(2) or (k)(ii) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is formed, established or incorporated.
- (j) All documents to be submitted by a Tenderer shall either be originals or certified true copies of the documents. If a Tenderer fails to comply with this requirement, its Tender may not be further considered.

4. Two-Envelope System in Submission of Tenders

- (a) A Tender must be deposited in the tender box as specified in the Tender Form before the Tender Closing Time. A Tender deposited in the specified tender box after the Tender Closing Time will not be considered.
- (b) If a black rainstorm warning signal is issued or typhoon signal No. 8 or above is in effect for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Tender Closing Time, the Tender Closing Time will be extended to 12:00 noon (Hong Kong time) on the next weekday (i.e. except Saturday and Sunday) other than Public Holiday after the black rainstorm warning signal or typhoon signal No. 8 or above is cancelled.
- (c) All tenders is expected to be addressed to the Chairman, Central Tender Board, and deposited (whether by hand or by post) no later than the Tender Closing Time into the :
 - Government Logistics Department Tender Board,
 - Ground Floor,
 - North Point Government Offices,
 - 333 Java Road,
 - North Point,
 - Hong Kong.
- (d) A Tenderer is expected to ensure that there is no discrepancy between the original and the copies of the documents submitted to the Government. The tender may be rejected if there is any discrepancy.

5. Prices Tendered

- (a) A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).
- (b) All prices tendered in accordance to Clause 5, Interpretation, if accepted by the Government, shall remain valid and binding throughout the Contract Period.
- (c) Without prejudice to 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 such a Tenderer is capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the Government's satisfaction would entitle the Government to reject the tender without having the need to give any other reason(s) for the rejection.

6. Offer to be Bound

- (a) All parts of the Tender Documents submitted and offered by the Tenderer will be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its tender. In the event that a Tenderer discovers an error in its tender (other than the prices) after the tender has been deposited, the Tenderer may correct the same in a separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Time.
- (b) Should it be found on examination by the Government after the Tender Closing Time that a Tenderer has made errors in the figures stated in its tender, the Tenderer may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.

7. Tenderers' Response to the Government Enquiries

- (a) In the event that the Government determines that clarification of the tender is necessary, the Government Representative will advise the Tenderer accordingly indicating whether the Tenderer should supplement its tender by supplying such missing document, additional information or documentary proof, or clarification. The Tenderer shall submit the requested information in such a format as required by the Government on or before such date as the Government may indicate absolute discretion allow and on the Government specified in the request for clarification. Tenders may not be considered if complete information is not provided as required. A Tenderer who fails to comply with such request may render its tender to be disqualified by the Government without further notice.
- (b) Any statement, whether oral or written, made and any action taken by Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purpose only. The statement shall not 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 these Tender Documents.
- (c) Tenderers should also note that the Government will not consider any clarification or information submitted by a Tenderer after the Tender Closing Time irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considers that such clarification or information would alter the Tenderer's Tender in substance or give the Tenderer an advantage over the other Tenderers.

8. Essential Requirements

- (a) Notwithstanding any other provision of the Tender Documents, a tender must meet all of the following **ESSENTIAL REQUIREMENTS** :
 - (i) Compliance with Clause 3(c), 3(d), 3(f) and 3(j);
 - (ii) Compliance with Clause 4(a) (Tender Closing Time);
 - (iii) Submission of duly signed Offer to be Bound;
 - (iv) Submission of Schedule 3 (Price Proposal and Payment Discount);
 - (v) the essential requirements set out in paragraph 3 of Stage 1 - Essential Requirements of the Terms of Tender Appendix 1.

- (b) Failure to comply with ANY of the above essential requirements will disqualify the tender and the tender shall not be further considered.

9. Wage Proposal for Cleaners

- (a) A Tenderer must propose a monthly wage payable to its Cleaners in Schedule 5. The wage proposal must comply with the requirements provided therein.
- (b) A Tenderer must propose to pay to each Cleaner in Part B of Schedule 5 a mandatory monthly wage not less than HK\$8,060 (“Mandatory Monthly Wage (Cleaner)”), which is calculated by reference to thirty-one (31) days (twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) normal hours of work per day. The monthly wage proposed must comply with the requirements in the Standard Employment Contract and the accompanying Guidance Notes. Please refer to Clause 25(b)(i) of the Conditions of Contract on the amount of monthly wage payable to a Cleaner.

10. Wage Proposal for Guards

- (a) A Tenderer must propose a monthly wage payable to its Guards in Schedule 5. The wage proposal must comply with the requirements provided therein.
- (b) A Tenderer must propose to pay to each Guard in Part B of Schedule 5 a mandatory monthly wage not less than HK\$8,060 (“Mandatory Monthly Wage (Guard)”), which is calculated by reference to thirty-one (31) days (twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) normal hours of work per day. The monthly wage proposed must comply with the requirements in the Standard Employment Contract and the accompanying Guidance Notes. Please refer to Clause 25(b)(ii) of the Conditions of Contract on the amount of monthly wage payable to a Guard.

11. Wage Proposal for Labourers

- (a) A Tenderer must propose to pay to each Labourer in Schedule 5 a mandatory monthly wage not less than HK\$8,352 (“Mandatory Monthly Wage (Labourer)”), which is calculated by reference to thirty-one (31) days (twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) normal hours of work per day. The monthly wage proposed must comply with the requirements in the Standard Employment Contract and the accompanying Guidance Notes. Please refer to Clause 25(b)(iii) of the Conditions of Contract on the amount of monthly wage payable to each Labourer.
- (b) For the purpose of tender evaluation –
 - (i) If the monthly wage proposed by the Tenderer in respect of a Labourer is less than the Mandatory Monthly Wage (Labourer), the Tenderer will be requested to clarify and confirm its abidance to the Mandatory Monthly Wage (Labourer);
 - (ii) If the Tenderer refuses or for whatever reason fails to clarify or confirm its abidance as requested, its tender will be deemed non-complying and will not be considered any further;
 - (iii) If and when the Tenderer confirms its abidance, its tender will be considered on the basis that the Tenderer’s offered monthly wage is the same as the

Mandatory Monthly Wage (Labourer), even if such Tenderer has, after the clarification, offered a higher amount of monthly wage than the Mandatory Monthly Wage (Labourer); and

- (iv) The proposed higher wage level (if any) as offered or clarified by a Tenderer shall be binding on that Tenderer if the Contract is subsequently awarded to it. The Tenderer shall pay the proposed higher wage to the Labourer and in accordance with the terms of the Standard Employment Contract.

12. Wage Proposal for Gardeners

- (a) A Tenderer must propose to pay to each Gardener in Schedule 5 a mandatory monthly wage not less than HK\$9,064 (“Mandatory Monthly Wage (Gardener)”), which is calculated by reference to thirty-one (31) days (twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) normal hours of work per day. The monthly wage proposed must comply with the requirements in the Standard Employment Contract and the accompanying Guidance Notes. Please refer to Clause 25(b)(iv) of the Conditions of Contract on the amount of monthly wage payable to each Gardener.
- (b) For the purpose of tender evaluation –
 - (i) If the monthly wage proposed by the Tenderer in respect of a Gardener is less than the Mandatory Monthly Wage (Gardener), the Tenderer will be requested to clarify and confirm its abidance to the Mandatory Monthly Wage (Gardener);
 - (ii) If the Tenderer refuses or for whatever reason fails to clarify or confirm its abidance as requested, its tender will be deemed non-complying and will not be considered any further;
 - (iii) If and when the Tenderer confirms its abidance, its tender will be considered on the basis that the Tenderer’s offered monthly wage is the same as the Mandatory Monthly Wage (Gardener), even if such Tenderer has, after the clarification, offered a higher amount of monthly wage than the Mandatory Monthly Wage (Gardener); and
 - (iv) The proposed higher wage level (if any) as offered or clarified by a Tenderer shall be binding on that Tenderer if the Contract is subsequently awarded to it. The Tenderer shall pay the proposed higher wage to the Gardener and in accordance with the terms of the Standard Employment Contract.

13. Documentary Evidence

A Tenderer is expected to submit relevant contracts or other documentary evidence by the Tender Closing Time to the Government’s satisfaction to prove that it satisfies in Stage II – Assessment of Tenderers’ Compliance with Essential Requirements of the Terms of Tender Appendix 1.

14. Savings

- (a) The Government is not bound to accept the Tender with the lowest price offer or the Tender with the highest combined technical and price score or any Tender.
- (b) The Government Representative reserves the right to accept any tender at any time within the Tender Validity Period.

- (c) The Government reserves the right to accept all or any part of any tender at any time within the Tender Validity Period.

15. Tender to Remain Open

- (a) All tenders must remain valid and open for acceptance by the Government for not less than one hundred and twenty (120) days after the Tender Closing Time (i.e. the Tender Validity Period).
- (b) If before the 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 well prejudice its future standing as a Government supplier/contractor.

16. Acceptance and Award of Contract

- (a) Subject to the other provisions of the Tender Document, the Government will normally award the Contract to the Tenderer which the Government has determined to be capable of fulfilling the terms of the Contract and whose Tender:
 - (i) confirms with all the essential requirements stipulated in the Tender Document and has the highest combined technical and price score where the Invitation to Tender is subject to a marking scheme on the technical and price aspects.
- (b) The Government is not bound to accept the Tender with the lowest price offer or the Tender with the highest combined technical and price score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.
- (c) The successful Tenderer will receive a Notification Letter from the Government. This Notification Letter will, notwithstanding any content therein to the contrary, have the effect that the Government in principle accepts its tender (as the case may be and as specified therein) subject to the following conditions precedent:
 - (i) delivery of Contract Deposit pursuant to Clause 39 of the Conditions of Contract within fourteen (14) days from the date of the Notification Letter; and
 - (ii) the selected Tenderer, and where applicable the Participant(s) or Shareholder(s), not having been convicted of any offence under the relevant Ordinances or demerited for the period between the Tender Closing Time and the date the Government issues the Notification Letter.
- (d) Upon and subject to the successful Tenderer having duly complied with Clause 16(c) hereof by the specified deadline, a legally binding Contract will come into existence between the Government and the successful Tenderer. The Government will sign and furnish the successful Tenderer with the Memorandum of Acceptance.
- (e) If the successful Tenderer who receives the notification fails to comply with Clause 16(c) above by such deadline which may be specified in the notification, the notification will lapse and be of no further effect. The Government shall be at liberty to award the relevant Contract to another Tenderer who is fully capable of undertaking the Contract and whose tender is determined by the Government to be the most advantageous to the Government.
- (f) The successful Tenderer shall enter into a Standard Employment Contract

(specimen of the Standard Employment Contract and the Guidance Notes are at Annexure A) in writing with each and every Worker (if the employment period with the Worker exceeds 7 days).

17. Financial Vetting

- (a) Tenderers must demonstrate their financial capability to undertake and fulfil the contractual obligations before they can be considered for the award of this Contract.
- (b) The Tenderers shall upon request by the Government Representative and whilst their tender remain open submit the following financial statements and other information as may be specified for checking within seven (7) days from the date of such request. Late submission may not be considered.
 - (i) Audited financial statements for the past three (3) financial years of the Tenderer;
 - (ii) Projected income statements and cash flow statements of the contract and of the Tenderer for each contract year during the Contract period, showing the revenue, operating expenses, capital expenditure and the sources of finance (such as upfront investment and/or debt financing).
- (c) The audited financial statements to be submitted under Clauses 9(b)(i) of this Part must comply with the following requirements:
 - (i) The financial statements must have been audited by certified public accountants (practising) or, for a non-Hong Kong company, by auditors recognised in the jurisdiction in which the company is registered.
 - (ii) The financial statements must contain the directors' report, auditors' report, balance sheet, income statement, statement of changes in equity, cash flow statement and notes to the accounts; and
 - (iii) The originals (or copies certified by the auditors) of the audited financial statements must be submitted.
- (d) After the financial vetting, the Government may, at its sole and absolute discretion, refuse to award the Contract to the Tenderer. Alternatively, the Government may, at its absolute discretion but is not obliged to, award the Contract to the Tenderer on condition that the Tenderer provides the Government with a Contract Deposit equivalent to such percentage of the Total Estimated Contract Value as the Government sees fit.

18. Contract Deposit

The Contract Deposit, equivalent to 2% of the Estimated Contract Value, payable by cash or by way of a banker's guarantee issued by a licensed bank in Hong Kong (acceptable to the Government) in the form set out at Schedule 9, shall be deposited with the Government within fourteen (14) days from receipt of the Memo.

19. Documents of Unsuccessful Tenderers

Documents of unsuccessful Tenderers shall be retained for a period of not less than three (3) months after the Contract has been awarded and may be destroyed thereafter.

20. New Information Relevant to Qualified Status

A Tenderer should inform the Government in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Document. The Government reserves the right not to consider a Tenderer's Tender further if the Tenderer's continued ability to meet such requirements is in doubt.

21. False Declaration

If a Tenderer is found to have made a false declaration in regard to the record of convictions of offences under the relevant Ordinances during the tendering process, that Tenderer's tender will not be considered.

22. Complaints About Tendering Process or Contract Award

The tendering process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Tenderer who feels that its Tender has not been fairly evaluated may write to the Director of Government Logistics who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within three (3) months after the award of Contract.

23. Personal Data Provided

- (a) The personal data of any individual provided by the Tenderer in the tender will be used for tender evaluation and contract award purposes. If insufficient or inaccurate information is provided, the tender may not be considered.
- (b) Each Tenderer acknowledges and consents that the Tenderer's personal data provided in the tender may be disclosed to the parties responsible for tender evaluation in other Government bureaux, departments and non-Government organizations.
- (c) Tenderers have 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 Personal Data Privacy Officer of the Department.

24. Consent to Disclosure

The Government shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded Contract, without any further reference or notice to the successful Tenderer, the name and address of the successful Tenderer, description of the Services, wage levels, working conditions for the successful Tenderer's employees including those of its agent and the Contract value and information in relation to the demerit points given to the Contractor for breaches of the specific contractual obligation under the Contract. In submitting a bid, each Tenderer irrevocably and unconditionally authorised the Government to make and consents to the Government making any of the disclosure aforesaid.

25. Contractors' Performance Monitoring and Consequence of Breaches of Statutory and Contractual Obligations

If a Tenderer is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other tenders / quotations exercises are evaluated.

26. 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.

27. Cancellation of Tender

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

28. The Attachments

Tenderers should study all attachments to the Tender Documents (including the annexes, appendices and schedules) carefully before submitting their tenders. No guarantee is made by the Government as to the accuracy of information provided by the Government. All information and statistics provided by the Government shall be for guidance and reference purpose only. The Government shall not be liable for any loss sustained by Tenderers or accept any liability for the accuracy, completeness or otherwise of such information and statistics.

29. Counter-Proposals and Negotiations

- (a) Counter-proposals by a Tenderer may, at the absolute discretion of the Government, render its tender to be disqualified and not to be considered.
- (b) The Government reserves the right to negotiate with any Tenderer about the terms of the offer.
- (c) Negotiations will normally be conducted only with the Tenderer whose Tender complies with all the essential requirements and is in the sole opinion of the Government the most advantageous to the Government. Where there is no Tender (despite having complied with all the essential requirements) is so considered by the Government or where the most advantageous Tender cannot be determined until after any Counter-Proposals have been resolved or withdrawn, the Government reserves the right to hold negotiations also with the other Tenderers.

30. Tenderer's Enquiries

- (a) Any enquiries from the 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

Commissioner of Police
(Attn: SEO Support)
Support Wing,
41st Floor, Arsenal House,
Hong Kong Police Headquarters,
No. 1 Arsenal Street,
Wanchai, Hong Kong.
Facsimile: 2200 4329

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

31. Tender Briefing Session and Site Visit

- (a) A tender briefing session and site visit will be held at 3:00 p.m. on 1 March 2016 (Tuesday) in Multi-purpose Hall, 10/F, Arsenal House, Hong Kong Police Headquarters, No.1 Arsenal Street, Wanchai, Hong Kong. Tenderers are strongly advised to attend the tender briefing session and to pay site visit to the Contract Venue before submitting their tenders in order to fully acquaint themselves with the requirements of the Government and to determine the scale and costs of the Services to be provided. **Tenderers wishing to attend the briefing session must complete and return the reply form at the Terms of Tender Appendix 2 on or before 24 February 2016 (Wednesday).**
- (b) Each Tenderer is advised to send no more than five representatives to attend the tender briefing session due to limited seating capacity.

32. Basis of Acceptance

The offer of the contract will be considered on an overall basis. However, unreasonably low prices quoted by a tenderer may not be considered.

33. Tenderer's Commitment

All tenders, proposals, information and responses submitted by each Tenderer shall be the representation of the Tenderer and may by law or at the Government's sole option be incorporated into and made part of the Contract to be made between the Government and the successful Tenderer in such manner as the Government considers appropriate.

34. Tender Addenda

The Government may issue addendum to the terms and conditions set out in the Tender Documents before the Tender Closing Time which will be posted on the website of the Hong Kong Police Force at http://www.police.gov.hk/ppp_en/11_useful_info/tenders.html. Tenderers are advised to check the said website from time to time for any issue of addendum and the contents thereof.

35. Environment Friendly Measures

The following environment 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; and
- (c) single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

36. Offering Gratuities

The Tenderer shall not and shall ensure that its agent and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government Representative. Any breach or non-compliance with this Clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate its tender, and if the Contract has been awarded to the Tenderer without knowing the breach, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred.

37. Exclusion

Without prejudice to other provisions of this tender, the Government reserves the right to exclude a Tenderer from further consideration of the tender on any grounds including but not limited to -

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

38. Warranty Against Collusion

- (a) By submitting a tender, the Tenderer represents and warrants that in relation to the tender of the Services:
 - (i) it has not communicated and will not communicate to any person other than the Government the amount of any tender price;
 - (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and

- (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- (b) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause 39(a) 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.
- (c) The Tenderer shall 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 Clause 39(a) above.
- (d) Any breach of any of the representations and/or warranties in Clause 39(a) above by the Tenderer may prejudice the Tenderer's future standing as a Government supplier/contractor.
- (e) Clause 39(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 preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the Government in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause 39(a)(i) above.
- (f) The rights of the Government under Clauses 39(b) to 39(d) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

39. Warning Against Bribery

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

Terms of Tender Appendix 1**Marking Scheme for Tender Evaluation****Tender Evaluation Procedures, Criteria and Marking Scheme for
Provision of Property Management Services for the
Hogn Kong Police Headquarters Complex at No. 1 Arsenal Street,
Wanchai, Hong Kong****Preamble**

A two-envelope approach with a technical to price weighing of 30:70 will be adopted for tender evaluation whereby price assessment will be conducted separately and subsequent to technical assessment. All tenders received will be evaluated in the following manner.

Stage I – Completeness Check

2. The technical proposals of the tenders received will be checked to ensure the completeness of the tender submissions. Tenders which have passed this Stage I assessment will proceed to Stage II assessment.

Stage II –Assessment of Tenderers' Compliance with Essential Requirements

3. Each tender will be checked to determine its compliance with all the essential requirements in clause 8 of Terms of Tender. A tender that fails to meet any of the essential requirements will not be further considered. Those tenders which have passed this Stage II assessment will proceed to Stage III evaluation.

(a) Conviction Record and Past Performance

(i) For the period of five (5) years immediately preceding the Tender Closing Time, if a tenderer is convicted of an offence under the following Ordinances, its tender will not be considered for tender evaluation by the Government.

- the Employment Ordinance (Cap. 57) or the Employees' Compensation Ordinance (Cap. 282), conviction 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);
- Section 17I (1) of the Immigration Ordinance (Cap. 115) (offence to be employer of a person who is not lawfully employable);
- 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);

- Section 38A(4) of the Immigration Ordinance (Cap. 115) (offence of the construction site controller if a person not lawfully employable takes employment on a construction site); and
 - Section 7 (employer to arrange for employees to become Scheme members), Section 7A (employer and relevant employees required to contribute to registered scheme) or Section 43E (making false or misleading statement) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485).
- (collectively “relevant Ordinances”).
- (ii) For the purpose of tender evaluation, a conviction will count if the Tenderer was convicted of an offence under the relevant Ordinances in relation to any Government or private contract and irrespective of the type of services offered under that contract.
- (iii) For the avoidance of doubt,
- a conviction under appeal or review shall still be counted as a conviction for the purpose of tender evaluation unless it has been quashed by the court before such evaluation is conducted; and
 - if the Tenderer is a partnership or an unincorporated joint venture or incorporated joint venture, the Tenderer is deemed to be convicted of an offence under the relevant Ordinances if any participant of the partnership or unincorporated joint venture (“Participant”) or shareholder (“Shareholder”) of the incorporated joint venture has been convicted of an offence under the relevant Ordinances in the 5-year debarment period mentioned in Clause 3(a)(i). A Participant or Shareholder means a company participating in the partnership or unincorporated joint venture or the company holding the share of the incorporated joint venture, as the case may be. For the purpose of these Tender Documents, a “company” has the meaning assigned to it in section 2 (1) of the Companies Ordinance and includes a non Hong Kong company as defined in that ordinance.
- (iv) The 5-year debarment period applicable to the relevant Tenderer shall stand until and unless a revised debarment period is determined by the Central Tender Board. The revised debarment period will only be applicable for the purpose of evaluation for this invitation for tender if it is determined by the Central Tender Board under the review mechanism on or before the Tender Closing Time. For the purpose of this invitation for tender, the revised debarment period will become invalid from the date on which the Tenderer is convicted of an offence under the relevant Ordinances subsequent to the Central Tender Board’s determination and the tender offer submitted by the relevant Tenderer shall not be considered for a period of 5 years from the date of its last conviction.
- (v) A Tenderer shall submit at the same time with its tender a statement (“the Statement”) in Part C of Schedule 7 that the Tenderer and where applicable, its Participants or Shareholders:
- have not been convicted of any offence; or
 - have been convicted of any offence (together with particulars of the conviction, including without limitation, dates of all such convictions),

under the relevant Ordinances during the five-year period immediately preceding the Tender Closing Time. Where any conviction is under appeal or review, the Statement shall specify in addition to the particulars of the offence and date of conviction also the date when appeal or review is expected to be heard.

- (vi) The Statement shall be certified to be true and correct by the Tenderer or the person duly authorised to submit the tender for and on behalf of the Tenderer. Without prejudice to any other rights which the Government has or may have, the Government shall not consider the tender concerned further if the Statement is found to be false or untrue about, including but not limited to, any conviction of an offence under the relevant Ordinances. Where the Tenderer has been awarded the Contract, the Government may, without prejudice to any other rights which it has or may have, forthwith terminate the Contract if the Statement of the relevant Tenderer is found to be false or untrue.
- (vii) For the purposes of enabling the Government Representative to verify the Statement and to monitor the performance of the Contract by the Contractor, as the case may be, the Tenderer and where applicable, its Participants or Shareholders shall consent to and authorise (i) the Government Representative to obtain from any Government department documents or information in relation to any conviction of an offence under the relevant Ordinances; and (ii) the relevant Government departments to release and make available to the Government Representative all documents or information in relation to such conviction.

(b) Experience and Qualification Requirements

- (i) A Tenderer must have **an aggregate of at least three (3) years' experience** in the provision of property management services for commercial office buildings, educational institutions, and/or government premises, each of which shall be of a gross floor area ("GFA") of no less than 80,000m², in the past ten (10) years immediately preceding the original Tender Closing Time.
- (ii) A Tenderer must, as at the original Tender Closing Time, hold a valid security company licence issued under the Security and Guarding Services Ordinance (Cap. 460).

(c) Mandatory Wage

- (i) A Tenderer must propose to pay to each Cleaner in Part B of Contract Schedule 5 a mandatory monthly wage ([Mandatory Monthly Wage (Cleaner)] (or equivalent wage rate ([Mandatory Wage Rate (Cleaner)]) not less than HK\$8,060, which is calculated by reference to [31] days ([27] working days plus paid rest days) per month and [8] normal hours of work per day. The [Monthly Wage Rate (Cleaner)] proposed must comply with the requirements in the Standard Employment Contract and the

- accompanying Guidance Notes. Please refer to Clause 25(b)(i) of the Conditions of Contract on the amount of monthly wage or the equivalent wage rate payable to Cleaner.
- (ii) A Tenderer must propose to pay to each Guard in Part B of Contract Schedule 5 a mandatory monthly wage ([Mandatory Monthly Wage (Guard) (or equivalent wage rate ([Mandatory Wage Rate (Guard)] not less than HK\$8,060, which is calculated by reference to [31] days ([27] working days plus paid rest days) per month and [8] normal hours of work per day. The [Monthly Wage Rate (Guard) proposed must comply with the requirements in the Standard Employment Contract and the accompanying Guidance Notes. Please refer to Clause 25(b)(ii) of the Conditions of Contract on the amount of monthly wage or the equivalent wage rate payable to Guard.
- (iii) A Tenderer must propose to pay to each Labourer in Part B of Contract Schedule 5 a mandatory monthly wage ([Mandatory Monthly Wage (Labourer) (or equivalent wage rate ([Mandatory Wage Rate (Labourer)] not less than HK\$8,352, which is calculated by reference to [31] days ([27] working days plus paid rest days) per month and [8] normal hours of work per day. The [Monthly Wage Rate (Labourer) proposed must comply with the requirements in the Standard Employment Contract and the accompanying Guidance Notes. Please refer to Clause 25(b)(iii) of the Conditions of Contract on the amount of monthly wage or the equivalent wage rate payable to Labourer.
- (iv) A Tenderer must propose to pay to each Gardener in Part B of Contract Schedule 5 a mandatory monthly wage ([Mandatory Monthly Wage (Gardener) (or equivalent wage rate ([Mandatory Wage Rate (Gardener)] not less than HK\$9,064, which is calculated by reference to [31] days ([27] working days plus paid rest days) per month and [8] normal hours of work per day. The [Monthly Wage Rate (Gardener) proposed must comply with the requirements in the Standard Employment Contract and the accompanying Guidance Notes. Please refer to Clause 25(b)(iv) of the Conditions of Contract on the amount of monthly wage or the equivalent wage rate payable to Gardener.

Stage III –Evaluation of Technical Proposals

4. All tenders passing Stage II assessment will be marked for the technical features according to eight Assessment Criteria in Part A to Part C of the table below. The total technical marks which can be awarded to a tender will be up to 85. Those tenders that fail to obtain the overall passing mark of 43 for the technical assessment will not be further considered.

Assessment Criteria	Maximum Marks	Unit Marks (M)	Standard Score (S) (See Note 1)					Marks Scored (M x S)	Remarks/ Basis of Assessment
			4	3	2	1	0		
A Contract Management									
A1	Management Plan	12	3						See Note 2
A2	Work Plan	12	3						
A3	Quality Assurance and Transition Plan	12	3						
A4	Contingency Plan	6	1.5						
A5	Safety Plan	6	1.5						
Sub-total of Marks Scored (A):									
B Proposed Monthly Wage									
B1	Proposed monthly wage for Cleaners, Guards, Labourers and Gardeners for this Contract	15	N.A.						See Note 3
Sub-total of Marks Scored (B):									
C Experience / Accreditation									
C1	Tenderer's experience in the provision of property management services for commercial office premises, educational institutions, and/or government premises, each of which shall be of a GFA of no less than 80,000m ² , in the past ten (10) years immediately preceding the original tender closing time	16	4						See Note 4
C2	Valid and relevant ISO and OHSAS certifications	6	2						See Note 5
Sub-total of Marks Scored (C):									
Overall Technical Mark (A + B + C): (Overall passing mark: 43)									

Note 1 A Tenderer's proposal, experience and accreditation in respect of the features mentioned in the assessment criteria will be rated as follows:

For items A.1 to A.5 and items C.1

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

For item C.2

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

For items B.1

In accordance with the rules as set out at Note 3 below.

- Note 2**
- 4 - The proposed plan is practical with detailed explanation on all items; and good suggestions/ initiatives to enhance the services on more than half of the items of the respective plan as required in Appendix III of Terms of Tender.
- 3 - The proposed plan is practical with detailed explanation on all items; and
(a) good suggestion/initiative to enhance the services on one of the items; **OR**
(b) good suggestions/initiatives to enhance the services up to half of the items of the respective plan as required in Appendix 3 of Terms of Tender.
- 2 - The proposed plan is practical with
(a) detailed explanation on all items; **OR**
(b) detailed explanation on more than half of the items and brief account on the remaining items of the respective plan as required in Appendix III of Terms of Tender.
- 1 - The proposed plan is practical with
(a) detailed explanation on half or less than half of the items and brief account on the remaining items; **OR**
(b) brief account on all the items of the respective plan as required in Appendix III of Terms of Tender.
- 0 - The proposed plan is impractical or fails to provide information on any of the items as required in Appendix III of Terms of Tender.

Remarks:

The meaning of “half of the items” are set out in the following table:

	Management Plan	Work Plan	Quality Assurance and Transition Plan	Contingency Plan	Safety Plan
More than half	>4	>2	>2	>1	>2
Half	4	2	2	1	2
Less than half	<4	<2	<2	<1	>2

Note 3 Mark will be accorded as follows:

- P1 = Proposed monthly wage for Cleaners of the tender being considered
- P2 = Proposed monthly wage for Guards of the tender being considered
- P3 = Proposed monthly wage for Labourers of the tender being considered
- P4 = Proposed monthly wage for Gardeners of the tender being considered
- H1 = Highest proposed monthly wage for Cleaners among all tenders which have passed Stages I and II assessment
- H2 = Highest proposed monthly wage for Guards among all tenders

		which have passed Stages I and II assessment
H3	=	Highest proposed monthly wage for Labourers among all tenders which have passed Stages I and II assessment
H4	=	Highest proposed monthly wage for Gardeners among all tenders which have passed Stages I and II assessment
C1&2	=	Monthly wage rate of \$8,060 for Cleaners and Guards derived from SMW, on the basis of thirty-one (31) days (i.e. twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) normal working hours per day
C3	=	Mandatory wage rate of \$8,352 for Labourers derived from the average monthly wages of "Labourers" as published in the December 2010 edition of the Quarterly Report of Wage and Payroll Statistics of the Census and Statistics Department, on the basis of thirty-one (31) days (i.e. twenty-seven (27) working days plus four (4) paid rest days) per month and eight (8) normal working hours per day
C4	=	Mandatory wage rate of \$9,064 for Gardeners derived from the average monthly wages of "Gardeners" as published in the December 2010 edition of the Quarterly Report of Wage and Payroll Statistics of the Census and Statistics Department, on the basis of thirty-one (31) days (i.e. twenty-seven (27) working plus four (4) paid rest days) per month and eight (8) normal working hours per day

$$\begin{aligned} \text{Marks to be accorded} &= 6.4 \times \frac{P1-C1\&2}{H1-C1\&2} + 2 \times \frac{P2-C1\&2}{H2-C1\&2} + 6.4 \times \frac{P3-C3}{H3-C3} \\ &\quad + 0.2 \times \frac{P4-C4}{H4-C4} \\ &\quad \quad \quad [\quad M1 \quad] \quad \quad \quad [\quad M2 \quad] \quad \quad \quad [\quad M3 \quad] \\ &\quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad [\quad M4 \quad] \end{aligned}$$

Illustrative Example of Tenderer's Proposed Monthly Wage for Cleaners, Guards, Labourers and Gardeners	Marks scored (example)
P1 = HK\$8,110, P2 = HK\$8,160, P3 = HK\$9,100, P4 = HK\$9,100 H1 = HK\$8,160, H2 = HK\$8,210, H3 = HK\$9,150, H4 = HK\$9,200 C1&2 = HK\$8,060, C3 = HK\$8,352, C4 = HK\$9,064	$6.4 \times \frac{8,110 - 8,060}{8,160 - 8,060} + 6.4 \times \frac{8,160 - 8,060}{8,210 - 8,060} + 2.0$ $\times \frac{9,100 - 8,352}{9,150 - 8,352} + 0.2 \times \frac{9,100 - 9,064}{9,200 - 9,064}$ $= 9.39$

Remarks:

- (i) If H1 is the same as C1&2, no mark will be given for M1. If P1 is less than C1&2, P1 will be deemed to be the same as C1&2 for tender evaluation.
- (ii) If H2 is the same as are C1&2, no mark will be given for M2. If P2 is less than C1&2, P2 will be deemed to be the same as C1&2 for tender evaluation.

- (iii) If H3 is the same as C3, no mark will be given for M3.
- (iv) If H4 is the same as C4, no mark will be given for M4.
- (v) Calculations will be rounded to the nearest two decimal places. Figure larger than or equal to 0.005 will be rounded up to 0.01 whereas figure below 0.005 will be rounded down to 0.
- (vi) Please read Explanatory Note 7 to Essential Requirements above which is also applicable to this Note.

- Note 4**
- 4 - An aggregate of nine (9) or more years of experience in the provision of property and facility management services for commercial office premises, educational institutions, and/or government premises, each of which shall be of a GFA of no less than 80,000m², in the past ten (10) years immediately preceding the original tender closing time.
 - 3 - An aggregate of seven (7) to less than nine (9) years of experience in the provision of property and facility management services for commercial office premises, educational institutions, and/or government premises, each of which shall be of a GFA of no less than 80,000m², in the past ten (10) years immediately preceding the original tender closing time.
 - 2 - An aggregate of five (5) to less than seven (7) years of experience in the provision of property and facility management services for commercial office premises, educational institutions, and/or government premises, each of which shall be of a GFA of no less than 80,000m², in the past ten (10) years immediately preceding the original tender closing time.
 - 1 - An aggregate of more than three (3) to less than five (5) years of experience in the provision of property and facility management services for commercial office premises, educational institutions, and/or government premises, each of which shall be of a GFA of no less than 80,000m², in the past ten (10) years immediately preceding the original tender closing time.
 - 0 - An aggregate of three (3) years of experience in the provision of property and facility management services for commercial office premises, educational institutions, and/or government premises in Hong Kong, each of which shall be of a GFA of no less than 80,000m², in the past ten (10) years immediately preceding the original tender closing time.
- Note 5**
- 3 - Accredited to all three certifications of ISO/OHSAS, which are valid and relevant as at the original tender closing time with documentary evidence: (i) ISO 9001 or ISO 9002 Quality Management Systems; (ii) ISO 14001 Environmental Management Systems; and (iii) OHSAS 18001.
 - 2 - Accredited to any two of the three certifications of ISO/OHSAS, which are valid and relevant as at the original tender closing time with documentary evidence: (i) ISO 9001 or ISO 9002 Quality Management Systems; (ii) ISO 14001

Environmental Management Systems; and (iii) OHSAS 18001.

- 1 - Accredited to any one of the three certifications of ISO/OHSAS, which are valid and relevant as at the original tender closing time with documentary evidence: (i) ISO 9001 or ISO 9002 Quality Management Systems; (ii) ISO 14001 Environmental Management Systems; and (iii) OHSAS 18001.
- 0 - Not accredited to ISO/OHSAS certifications or fails to provide documentary evidence.

5. A maximum weighted technical score of 30 will be allocated to the tender offer with the highest total technical marks, while the weighted technical score for other tender offers will be calculated by the following formula: -

$$30 \times \frac{\text{Total technical mark of the tender offer being considered which has passed Stages I, II and III assessment}}{\text{Highest total technical mark among all tender offers which have passed Stages I, II and III assessment}}$$

6. Only tenders which have passed Stage III evaluation will be further evaluated under Stage IV below.

Stage IV – Evaluation of Price Proposals

7. Price proposals with incomplete or partial offers will not be further considered. A maximum weighted price score of 70 will be allocated to the tender offer which proposes the lowest tender price, while the weighted price score for other tender offers will be calculated by the following formula: -

$$70 \times \frac{\text{Lowest tender price among all tender offers which have passed Stages I, II and III assessment}}{\text{Tender price of the tender offer being considered which has passed Stages I, II and III assessment}}$$

References to “tender price” shall mean the Estimated Total Value of the Contract as quoted by a Tenderer in Schedule 3 to the Terms of Tender.

Stage V – Calculation of Combined Score

8. The calculation of combined score will be determined by the following formula:

$$\text{Combined score of a tender} = \text{Weighted technical score} + \text{Weighted price score}$$

9. All calculations of the technical score, price score and combined score in Stages III to V respectively will be rounded to the nearest two decimal places. Figures larger than or equal to 0.005 will

be rounded up to 0.01 whereas figure below 0.005 will be rounded down to 0.

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.

Terms of Tender Appendix 2

Tender Ref. : HKPF PHQ 2016
To : Commissioner of Police
Attn. : SEO Support
Fax : 2200 4329

Reply Form
Tender Briefing Session and Site Visit

(Tenderers wishing to attend the briefing session must complete
and return this form on or before 24 February 2016 (Wednesday))

This is to confirm that the following representative(s) will attend the captioned session which will be held at 3:00 p.m. on 01 March 2016 (Tuesday) in Multi-purpose Hall, 10/F, Arsenal House, Hong Kong Police Headquarters, No.1 Arsenal Street, Wanchai, Hong Kong.

- (1) Mr. / Mrs. / Ms. _____
- (2) Mr. / Mrs. / Ms. _____
- (3) Mr. / Mrs. / Ms. _____
- (4) Mr. / Mrs. / Ms. _____
- (5) Mr. / Mrs. / Ms. _____

Tenderer : _____

Contact Person : _____

Telephone No. : _____

Fax No. : _____

Date : _____

Company Chop : _____

Terms of Tender Appendix III**Guidelines for Preparation of Schedule 6****Management Plan, Work Plan, Quality Assurance and Transition Plan, Contingency Plan and Safety Plan**

1. Tenderers are expected to incorporate information outlined below into the Management Plan, Work Plan, Quality Assurance and Transition Plan, Contingency Plan and Safety Plan to be submitted in Schedule 6. The submitted information will form part of the tender to be evaluated by the Government for the award of the Contract as well as for the assessment of the Contractor's performance during the Contract Period.

(a) Management Plan

- (i) qualifications and experience of the Contract Representative, as well as qualifications and experience of the Building Management Services Coordinator (BMSC) (Security) and BMSC (Cleaning and Labouring Services) and managerial and supervisory staff to be deployed for the Contract other than the above, if any;
- (ii) the organization chart of the proposed work force to be deployed by the Tenderer to provide the Services, the responsibilities of the Contract Representative and BMSCs, and managerial and supervisory staff to be deployed for the Contract other than the above, if any;
- (iii) mechanism to be used for staff pre-employment background check;
- (iv) measures/plans to ensure stable staff force and low staff turnover;
- (v) training programmes provided to staff for the performance of the Contract;
- (vi) procedural details for handling complaints and communications with the Government Representative; and
- (vii) staff appearance, dressing and courtesy requirements in respect of the Cleaners, Guards, Labourers and Gardeners.

(b) Work Plan

- (i) daily / weekly / monthly work plans to meet the work schedules and service level requirements stated in Schedule 2;
- (ii) distribution of work for staff and deployment of staff and resources for completing the Services and meeting the performance requirements;
- (iii) details of the major equipment and tools to be used by the Guards. Tenderers should state whether they are already in possession of the equipment and tools; and outline the planned schedule for procurement of the equipment before starting to provide the Services; and
- (iv) the proposed number of equipment items to be provided by Tenderer by completing Schedule 4. Tenderers are expected to complete Schedule 4.

(c) Quality Assurance and Transition Plan

- (i) measures/plans to ensure the performance quality;
- (ii) the Contractor's quality control and auditing systems and to determine the quality of Services provided to Government;
- (iii) remedial measures in case of unsatisfactory and defects in performance;
- (iv) the plan to ensure smooth and orderly transition from the existing service provider;

(d) Contingency Plan

- (i) the operational strategy and measures/actions to be taken in case of shortage of or absence of staff, shortage or breakdown of equipment and when there are emergency circumstances to deal with;
- (ii) measures/plans to ensure the level of support and resources available at time of emergency including emergency contact telephone number, emergency teams/reserve pool/back up staff and equipment, the commitment in provision of additional staff and equipment with definite numbers and grades of staff and response time; and

(e) Safety Plan

- (i) details of policies and measures/plans to manage workplace health and safety obligations;
- (ii) action plan to deal with accidents including steps to report accidents and to investigate accidents; and follow-up actions and remedial actions to prevent recurrence;
- (iii) details of safety and health inspection programmes and risk assessment programmes; details of safety training programmes, and proposals to promote health and safety in the workplace; and

PART II

CONDITIONS OF CONTRACT

1. Contract Period

- (a) The Contractor shall provide the Services to the Government for a period of thirty-six (36) months. The Contract Period for the Services shall commence on the Commencement Date, and expire on 30 June 2019, both dates inclusive, subject to any provision for such sooner termination or extension as is provided for in the Contract.
- (b) Notwithstanding Clause 1(a) above, the Government may by serving a written notice on the Contractor no less than two (2) months prior to the expiry of the Contract Period at its sole discretion extend the Contract Period for a specified period of up to twelve (12) months, commencing immediately upon expiry of the Contract Period on the same terms and conditions contained herein except this proviso for extension.

2. Contractor's Obligations

- (a) The Contractor shall perform the Services during the Contract Period at the Contract Venue in accordance with the terms of these Conditions of Contract.
- (b) Except in circumstances as provided for in Clause 20(a) hereof, the Contractor shall during A Shift, A1 Shift, A2 Shift, B Shift, B1 Shift and C Shift on each and every day (unless otherwise stated) during the Contract Period provide to areas specified in Schedule 1 the Services in accordance with:
 - (i) the staffing requirement in Schedule 5;
 - (ii) the equipment requirement in Schedule 4; and
 - (iii) the terms and provision stipulated in Schedule 2 and Schedule 6.
- (c) Due to seasonal changes, typhoons, inclement weather, festivals and special events, the amount of work may fluctuate. The Contractor shall make necessary allowance and provide adequate resources to cope with the amount of increased work. These shall include but shall not be limited to an increase in litter container emptying and refuse removal as the Government Representative may direct from time to time. The Contractor shall not be entitled to any additional payment in respect of these services.
- (d) The Contractor shall ensure that all Workers are properly trained, competent and efficient in carrying out the Services.

3. Additional Services etc.

- (a) The Government may by giving not less than seven (7) days' notice in writing require the Contractor to provide additional Workers to carry out additional services other than the Services in such manner and at such times as the Government Representative may specify.
- (b) The Government may by giving not less than two (2) hours' verbal notice (to be properly

documented subsequently) require the Contractor to provide additional Workers to carry out emergency or other special services at any locations in the Contract Venue with or without special equipment and/or Special Protective Gear as the Government Representative may specify.

- (c) The Government will pay for the services provided by the Contractor under Clauses 3 (a) and (b) in accordance with the hourly and/or monthly rates specified in paragraph 3 of Schedule 3 and the number of working hours and/or months performed.
- (d) The Contractor shall, upon receiving the fourteen (14) calendar days' prior written notice from the Government Representative, suspend to provide all or part of the Services for such time or times and in such manner and for such period or periods as the Government Representative may specify in the notice.
- (e) Where a suspension occurs under Clause 3(d) in any month, the Monthly Payment in respect of that particular month shall be adjusted and reduced as follows: -

$$\text{Less: } \left[\begin{array}{l} \text{Monthly} \\ \text{Payment} \end{array} \right. - \left[\begin{array}{l} \text{Duration of} \\ \text{suspension (in} \\ \text{hours) of security /} \\ \text{cleaning /} \\ \text{labouring /} \\ \text{horticultural} \\ \text{services} \end{array} \right] \times \left[\begin{array}{l} \text{monthly wages of the type of staff} \\ \text{specified in Part B of Schedule 5} \\ \text{No. of days x 8 (hours)} \\ \text{of that month} \end{array} \right] \times \left[\begin{array}{l} \text{Number of} \\ \text{Staff} \end{array} \right]$$

- (f) The Government reserves the rights to close the Contract Venue in whole or in part by reason of maintenance, building modification or under any situation the Government or the Government Representative considers necessary. The Government Representative will give the Contractor at least fourteen (14) calendar days' prior written notice before the starting date of such closure, if it is practicable in the circumstances.

4. Redirection and/or Replacement of Contractor's Employees

- (a) The Government Representative may by notice in writing to the Contractor require a redirection of any staff or resources employed by the Contractor in the Services to perform any other services within the Contract Venue without additional payment.
- (b) Government has the right to require the Contractor to replace any of the Contractor's Employees immediately if:
- (i) the Contractor's Employee terminates his employment with the Contractor on his own accord; or
 - (ii) the Government, in its reasonable opinion, finds the Contractor's Employee unsuitable on grounds including dishonesty, habitual neglect in the discharge of his duties, unbecoming behaviour, suspected commission of crime or other misconduct, mental or physical incapacity, and/or failure to comply with Government directive regarding performance of the Contract; or
 - (iii) the Contractor's Employee fails or ceases to satisfy the minimum qualification requirements; or

- (iv) the Government, in its reasonable opinion, finds the Contractor's Employee incapable of performing the Services.
- (c) Upon receipt the notice of the Government, the Contractor shall provide a nomination of specified number of prospective Contractor's Employees (which should not be more than double of the number of Contractor's Employees actually requested). The Contractor shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from such substitution or replacement.
- (d) The Contractor shall ensure that each of the nominated substitutes or replacements satisfies the qualification and experience requirements specified in the Service Specifications and will be available immediately to act as such substitute or replacement. In the event that the Government Representative, in its reasonable judgment, is not satisfied any of the nominated substitutes or replacements, the Contractor shall forthwith provide other candidates to the Government Representative until a suitable replacement is selected.
- (e) The Contractor shall remain liable for the full remuneration of the Contractor's Employees, and be liable and be held responsible for all acts and omissions of its Contractor's Employees as if such acts and omissions were its own.

5. Contractor's Acknowledgment

The Contractor acknowledges -

- (a) that it is thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality requirements of the Services, and other requirements under the Contract on equipment, materials, tools, deployment of labour and supervisory staff, and any necessary storage and transportation requirement under the Contract;
- (b) that it has been supplied with sufficient information to enable it to provide the Government with the Services in accordance with the provisions of the Contract;
- (c) that it shall not be entitled to any additional payment nor be excused from performing any of its obligations under the Contract on the ground of any misinterpretation by the Contractor of any matters relating to this Contract; and
- (d) that it shall make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap. 485) and the laws of Hong Kong to the satisfaction of the Government Representative.

6. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that -

- (a) the Contractor and its employees or agents shall have the necessary skill, experience and expertise to provide the Services on the terms and conditions as set out in the Contract;
- (b) the Contractor shall carry out the Services with all due diligence and in a timely, safe, proper, skillful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
- (c) the Contractor shall, at all times, act in the interests of the Government and not allow its interest to conflict with the duties that it owes to the Government;

- (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, code of practice and internal guidelines of the Government which are applicable to the provision of the Services, including the obtaining of all necessary licences or permits;
- (f) the Contractor shall not employ any illegal workers to carry out its obligations under the Contract;
- (g)
 - (i) the Contractor shall timely pay wage not less than those specified in Clause 25(b) hereof to each of its Workers;
 - (ii) the monthly wage specified in Schedule 5 shall be the net monthly wage paid to the Worker, including salary and the Worker's contribution to the Mandatory Provident Fund (MPF). It shall not include the Contractor's contribution under the MPF in respect of the Worker and any other benefits which the Contractor will or intend to provide to the Worker;
 - (iii) the Contractor shall pay wages to each Worker according to the requirements in the Employment Ordinance (Cap. 57);
- (h) the Contractor shall fully co-operate with the Government Representative and shall comply with all reasonable instructions and directions on all matters relating to the Contract as the Government Representative may from time to time issue to the Contractor;
- (i) the Contractor shall take all necessary measures to ensure the safety of its Workers and all other persons at, in or near the Contract Venue in the provision of the Services;
- (j) all authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect and the use of the Services by the Government will not contravene any applicable laws;
- (k) all information supplied, and statements and representations made by or on behalf of the Contractor in or in relation to its Tender and the Contract are true, accurate and complete;
- (l) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (m) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (n) 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.

7. Non-exclusive Contract

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

8. Inspection

- (a) The Services performed shall be subject to inspection and certification by the Inspecting Officer and/or the Government Representative. Upon breach of any term or condition of the Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Service Specifications, the Government shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.
- (b) In the event that the Contractor, its sub-contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Government may by notice in writing to the Contractor at any time require the Contractor to make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Government in the notice.

9. Use of Government's Premises

- (a) The Government Representative may at his sole discretion provide free of charge office space, working area and storage space within the Contract Venue for use by the Contractor, and for storage of equipment and materials employed in the Services provided that -
 - (i) such use is solely for the purpose of facilitating the Contractor's performance of this Contract during the Contract Period. Such use shall be terminable by 14 days' notice to the Contractor or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor;
 - (ii) nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the Contractor, its employees or agents and that no such tenancy or licence has or shall come into being and the Government may enter and use the office space, working area and storage space at any time without the need to obtain the consent of the Contractor;
 - (iii) the Contractor shall keep the said office space, working area and storage space clean, tidy, in reasonably good state of repairs and properly secured, as appropriate;
 - (iv) no fixtures, fittings or alteration shall be erected at or made to such office space, working area and storage space except with the Government Representative's prior consent in writing; and
 - (v) the Contractor shall, on demand, remove at its own cost as soon as practicable, all fixtures or fittings erected at such office space, working area and storage space and restore the same to its original state. If the Contractor fails to do so within a reasonable time, the Government shall be entitled to remove and dispose of any properties, chattels, fixtures or fittings 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 Contractor shall ensure that all persons engaged by it in carrying out the Services shall not gain or attempt to gain access to any parts of the Contract Venue except as specified in Schedule 1 or except as may be specifically authorized by the Government Representative from time to time.
- (c) The safety of any craft, vessel and vehicle 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 any Government premises caused by such craft, vessel and vehicle.

10. Water and Electricity Supplies

- (a) The Government Representative shall permit the Contractor to use free of charge water supplies and to consume electricity made available at the supply points installed at the Contract Venue for the purpose of provision of the Services. The Contractor shall warrant and undertake to the Government that it has made known to all its employees and agents that the water and electricity supplies shall only be used for purposes under and in accordance with the Contract.
- (b) Except with the prior written approval of the Government Representative, the Contractor shall not install its own water or electrical fittings at the Contract Venue to facilitate drawing of water or electricity. If approved by the Government Representative, the installations (be it permanent or temporary) shall be carried out by qualified persons approved by the Government and to a standard acceptable by the Government Representative. The ownership of any such installations shall be vested in the Government provided that the Contractor shall, if and when required by the Government Representative, dismantle and remove at its own cost such installations without causing any damage and shall make good any damage to the Government premises.
- (c) The Contractor shall ensure that all its employees and agents exercise their utmost care in the use of water or electricity supplies to avoid wastage and damage to Government property.
- (d) Permission to use the said water and electricity supplies shall cease at the end or sooner termination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.
- (e) Wrongful use of water or electricity supplied by the Government shall entitle the Government Representative to revoke the permission granted under Sub-clause (a) above. Where such permission is revoked under this Clause, the Contractor shall at its own expense procure water and/or power source for the Services.
- (f) Wrongful use of water or electricity supplied by the Government hereunder shall be a breach of a fundamental term entitling the Government to terminate the Contract under Clause 32 hereof.

11. Use of Government's Facilities

In the provision of the Services, the Contractor will be required to use machines such as gondolas and hydraulic platforms to be provided by the Government which must be operated by properly qualified or licensed Workers and in accordance with Explanatory Note 6 under

Part A of Item 2 of the Schedule 2.

12. Government Property

- (a) If any Government property shall be provided to the Contractor for use under the Contract, the Contractor shall be responsible for the due return of all such property upon termination of the Contract or upon demand at any time during the Contract Period. If any such property shall be lost or damaged due to whatsoever cause while in the possession or control of the Contractor or its employees or agents, the Contractor shall pay to the Government a sum which equals to the total replacement cost of such property plus twenty percent (20%) as administrative cost. A count of the articles or materials in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.
- (b) The Contractor shall not make alteration or addition to the premises, property, machinery and equipment provided by the Government therein without the prior permission in writing by the Government Representative. If such approval is obtained, the alteration or repair works shall only be carried out by qualified persons approved by the Government Representative and to a standard acceptable by the Government Representative.
- (c) The Government Representative may, at its absolute discretion, replace or provide any machinery and equipment due to upgrading, maintenance or improving services.

13. Contractor's Equipment, Materials and Tools

- (a) The Contractor shall during the entire Contract Period provide at its own expense sufficient number of equipment, materials and tools including but not limited to those stipulated in Schedule 4 for the safe, proper and efficient performance of the Services. The machines and equipment specified in Schedule 4 are the minimum requirements and the Contractor shall prepare additional equipment considered necessary by the Inspecting Officer for the proper and efficient performance of the Services. All equipment, materials and tools shall be of a type approved by the Government Representative and shall be available for inspection and trial use by the Inspecting Officer at such times and in such manner as the Government Representative may specify.
- (b) All equipment, materials and tools used in the performance of the Services shall be clean, safe, of good working condition, free of excessive noise, odour or emission, and properly maintained. If the Government Representative is of the opinion that the equipment, materials or tools are inadequate or inefficient, or where the paint work or finish of the equipment fades or tarnishes, the Contractor shall repair, refurbish or replace such within a reasonable time to the satisfaction of the Government Representative.
- (c) The Contractor shall cause all equipment and tools to bear such words, devices or insignia as the Government Representative may require. No equipment or tools shall bear any advertising matter of any sort without the prior written consent of the Government Representative.
- (d) All walkie-talkies used for the performance of the Services shall be of the type licensed under the Telecommunications Ordinance (Cap. 106) and are efficient for communication within the Contract Venue.
- (e) The Contractor shall ensure that materials and chemicals used in the performance of the Services are in compliance with the Air Pollution Control (Volatile Organic Compounds) Regulation (Cap. 311W) and the laws of Hong Kong.

- (f) The Contractor shall ensure that only qualified operators and/or drivers are to drive and/or operate the mobile hydraulic platforms provided by the Government in the performance of Services, in accordance with the Road Traffic Ordinance (Cap. 374).
- (g) The Contractor shall, at its own costs, provide training and refresher training from time to time for Workers on operation of equipment, including the mobile hydraulic platforms, in the performance of Services.
- (h) All equipment, materials and tools must be properly stored away after use so as not to be unsightly or cause obstruction.
- (i) The Government shall not be liable for the loss or damage howsoever caused to any equipment, materials and tools used by the Contractor and brought onto the Contract Venue.
- (j) All chemicals used in the performance of Services must be environmentally friendly and approved by the Government Representative. The Contractor shall not use any chemical of corrosive nature which may cause any personal injury or property damage to the Contract Venue, the Workers or any person in or near the Contract Venue.
- (k) The Contractor shall not use any abrasive materials for cleaning porcelain, stainless steel and fibreglass surfaces.
- (l) The Contractor shall ensure that all its Workers and agents exercise their utmost care to avoid contamination to the electrical fittings and flower beds with detergents, cleaning agent or any liquid during performance of the Services.
- (m) The Contractor shall provide and display at its own expenses warning signs bearing the words “Cleansing Work in Progress (清潔進行中)”, “Beware of Wet Floor (小心地滑)” and “Caution! Deep Cleansing Work in Progress (請勿接近! 徹底清潔進行中)” as appropriate to ensure that during and after any cleansing process every reasonable measure is taken to ensure the prevention of damage to Government property and injury to any persons.
- (n) The Contractor shall provide and display at its own expenses warning signs, and all associated safety measures to ensure that during and after any operational work every reasonable measure is taken to ensure the prevention of damage to Government property and injury to any persons.

14. Electronic Patrol System and X-Ray Security System

- (a) The Contractor shall, at its own cost, ensure that each Guard deployed at the Contract Venue to perform patrolling responsibilities shall at all times carry with him a portable device of the electronic patrol system referred to in Sub-clause (e) below, and shall have such functions, utility, conditions, and be built on such specifications to the satisfaction of the Government Representative.
- (b) The Contractor shall, at its own cost, provide the Contract Venue for use by the Guards deployed therein with sufficient quantity of data chips/strips (location digital tag), hand-held control tool (digital ID reader), data downloader (digital tag reader) and software for operation of the electronic patrol system. Additional quantity of electronic patrol systems or the components thereof should be provided as from time to time reasonably demanded by the Government Representative.
- (c) In the event that the electronic patrol system or any part thereof or any accessories

- belonging thereto comes into disrepair or becomes mal-functional, the Contractor shall ensure that the same be repaired to the satisfaction of the Government Representative within twenty-four (24) hours after the first occurrence or sign of disrepair or mal-function and in any event no later than twenty-four (24) hours after the first notification of the Government Representative.
- (d) The specifications of the electronic patrol systems used in the provision of the Services shall not be altered without the prior written approval of the Government Representative.
 - (e) The Contractor shall upon the commencement of the Contract Period, provide and install and, throughout the Contract Period, maintain in good working order, at the Contract Venue or such other places as directed by the Government Representative at no extra cost to the Government, a new electronic sophisticated watchman clock system, which shall be approved by the Government Representative.
 - (f) Each Guard responsible for the patrolling duties shall make a time entry via various check points of the electronic patrol system referred to in Clause 14 hereof at an interval of every 2 hours or as otherwise requested by the Government Representative. After completion of the patrol, the Guard shall make an entry of the data stored into the electronic patrol system. The system shall have all necessary facilities to monitor and record the actual time and date of each entry. Any breakdown of the system and/or time printer must be repaired or rectified by the Contractor or by such third party supplier (where appropriate) within twenty-four (24) hours after being notified in writing of the breakdown by the Government Representative.
 - (g) The Contractor shall provide the personnel with experience to operate the X-Ray security checking system or any other portable security detector apparatus.

15. Uniform and Name Badges of Workers

In the provision of the Services, the Contractor shall ensure that -

- (a) all Workers shall be equipped with tidy and clean uniforms that are free of charge. The provision of both summer and winter uniforms for all Workers is recommended. Such uniforms shall at all times be worn by the Workers while on duty at the Contract Venue and kept clean, tidy and well fitting to the satisfaction of the Government Representative. Any such uniforms shall be maintained and replaced as necessary by the Contractor at its own costs;
- (b) all Workers' uniforms are of a design proposed by the Contractor that shall be approved by the Government Representative;
- (c) all night-shift Guards that are deployed at the Contract Venue should wear reflective vests, in addition to their approved uniforms for easy identification while performing night duties;
- (d) all Guards performing reception duties as specified in Parts B and C of Item 4 of Schedule 2 should wear suit and tie for male Guards or wear shirts and skirts for female Guards. The design of such suit and tie for male Guards, and shirt and skirt for female Guards shall be approved by the Government Representative; and
- (e) all Workers shall display on their uniform at the chest position a name badge as well as his/her staff identity card with photograph embedded thereon. The Government Representative may ask the Workers to produce the name badges and/or the staff identity cards for examination.

16 Passes

- (a) The Government Representative may issue passes to the Contractor for the admission of its vehicles, employees or agents to the Contract Venue. Any person who fails to show such a pass on demand may be refused to admit to the Contract Venue or any part thereof by the Government.
- (b) Any pass so issued shall be returned to the Government Representative on demand upon cessation of the bearer's employment with the Contractor and upon termination of the Contract.
- (c) The Contractor shall on demand deposit with the Government the sum of ten Hong Kong dollars (HK\$10) for each pass issued which sum shall be refunded without interest upon the return of the pass to the Government.

17. Contractor's Personnel

- (a) The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or not entitled for whatever reasons to undertake any employment in Hong Kong for the purposes of this Contract or any other Government contract. If there is any breach of this Clause by the Contractor, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for compensation against the Government. The Contractor shall be responsible for any expenses or losses that the Government may incur or suffer due to the breach of this Clause.
- (b) The Contractor shall not employ any person who is not lawfully employable or to aid and abet another person to breach his condition of stay in the execution of this Contract. Should the Contractor be found to have employed any person who is not lawfully employable or to have aided and abetted another person to breach his condition of stay, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for compensation against the Government.

18. Information on Workers and appointment of Contract Representative, BMSC(Security) and BMSC(Cleaning and Labouring Services) etc.

- (a) The Contractor shall prior to commencement of the Services provide for the Government Representative's record details of all Workers including their photos, names, grades, posts, sex, age, dates of birth, identity card numbers and training records. In the event of a change of any of the Workers, the Contractor shall submit details of all the incoming Workers to the Government Representative within three (3) days after such change.
- (b) It is the responsibility of the Contractor to seek permission and consent from the Workers to release and provide for the purposes of this Contract their personal data and records including certificates of professional qualifications as well as their photographs to the Government Representative.
- (c) The Government Representative may refuse to admit to the Contract Venue or any part thereof for the purposes of the Contract any person employed or engaged by the Contractor, whose admission is, in the reasonable opinion of the Government Representative, undesirable. The Contractor shall promptly replace such Worker and perform the Services despite admission of such person to the Contract Venue of any part thereof is refused under this Clause.

- (d) Without prejudice to any other rights or remedies which the Government has under the Contract, the Government shall be entitled to require a replacement of a Worker or any other personnel deployed by the Contractor for the Contract (including any of the management or supervisory staff) who does not perform his duties in accordance with the requirements set out in the Contract or otherwise to the satisfaction of the Government Representative within seven (7) days from the first written demand by the Government. The replacement shall comply with the requirements set out in the Contract and to the satisfaction of the Government Representative.
- (e) The Contractor shall ensure that all Workers, whilst engaged in the Services, shall conduct themselves in accordance with Schedule 11.
- (f) Prior to the commencement of the Services, the Contractor shall appoint, subject to the Government Representative's approval, the following personnel:-
 - (i) one (1) Contract Representative who must have at least three (3) aggregate years of experience in managing contract(s) of (a) cleaning; and (b) security services provided concurrently under the same contract in the past ten (10) years prior to the Tender Closing Time. The experience of the Contract Representative needs not be continuous. In order for a period a experience to be taken into account, it must be at least six (6) continuous months in duration.
 - (ii) one (1) BMSC (Security); and
 - (iii) one (1) BMSC (Cleaning and Labouring Services).
- (g) The Contract Representative shall be readily available throughout the Contract Period to liaise with and take instructions from the Government Representative or the Inspecting Officer.
- (h) The Contract Representative shall attend all meetings convened by the Government Representative to which he may be summoned and shall be accountable to the Government Representative on behalf of the Contractor on all matters relating to the Services.
- (i) The Contractor shall forthwith notify the Government Representative if: -
 - (i) the Contract Representative, BMSC (Security) and/or BMSC (Cleaning and Labouring Services) propose to resign from office; or
 - (ii) the Contractor intends to dismiss the Contract Representative, BMSC (Security) and/or BMSC (Cleaning and Labouring Services); or
 - (iii) the Contract Representative, BMSC (Security) and/or BMSC (Cleaning and Labouring Services) is/are absent from duty.

In such event, the Contractor shall immediately provide and deploy a competent substitute subject to the Government Representative's approval. All substitutes for the Contract Representative shall possess equivalent experience as required in Clause 18(f)(i) hereof.

19. Review of the Management Plan, Work Plan, Quality Assurance and Transition Plan, Contingency Plan and Safety Plan

- (a) The Government Representative may from time to time review the management plan, work plan, quality assurance and transition plan, contingency plan and safety plan of the

Contractor at Schedule 6 and may, without any additional cost to Government and after consultation with the Contractor, require such changes to all or any of these plans as the Government Representative shall in his discretion consider necessary.

- (b) The Contractor shall implement and comply with the plans and shall not alter, vary or amend the plans that are currently in force or implement a set of revised plans without the prior written approval of the Government Representative. Where the Government Representative has given approval for the revised plans, the Contractor shall implement the revised plans forthwith or on such date specified by the Government Representative.

20 Suspension of Services

- (a) The Contractor shall suspend the Services when a black rainstorm warning signal or a Tropical Cyclone Warning Signal No. 8 or above is issued. The Contractor shall resume normal Services immediately when the black rainstorm warning signal or Tropical Cyclone Warning Signal No. 8 is lowered.
- (b) Clause 20(a) above does not apply to Security Guarding and Reception Services. The provision of the Security Guarding and Reception Services shall not be interrupted by any inclement weather conditions including the hoisting of any type of rainstorm warning signal or any type of tropical cyclone or typhoon signal, although the Government Representative may, as it deems fit, authorize a reduction of manpower in the event of severe rainstorm or Tropical Cyclone Warning Signal No. 8 or higher.
- (c) Without prejudice to (a) above, the Contractor may be required to provide cleaning workers to perform duties subject to operational needs during the period when black rainstorm warning signal or Tropical Cyclone Warning Signal No. 8 or above is hoisted (whether on duty or off duty).

21. Daily and Weekly Return

Throughout the Contract Period, the Contractor shall deliver to the Government Representative -

- (a) a daily return in the form as appears in Part A of Schedule 10; and
- (b) a weekly return in the form as appears in Part B of Schedule 10.

22. Site Records

The Contractor shall keep a detailed record of the activities and events pertaining to the Security Guarding Services of the Contract Venue in the form of a log book which should be readily made available for inspection by the Government Representative or the Inspecting Officer.

23. Payment for the Services

- (a) A monthly invoice in respect of each month during the Contract Period (“Monthly Invoice”) for all Services (including monthly rated services, piece rated services and provision of additional Workers as stipulated in Schedule 3) completed by the Contractor during that month shall be sent within seven (7) business days after the end of that month by the Contractor to the Government.
- (b) The Contractor shall perform all Services in accordance with the terms and conditions of the Contract, to the satisfaction of the Government Representative. The Contractor shall

- provide a statement to the Government Representative to be attached to the Monthly Invoice affirming that all its Workers have been paid no less than the wages and allowances as provided for in Clause 25(b) in respect of the month to which the Monthly Invoice relates. Subject to the conditions set out in this sub-clause, the Government shall pay to the Contractor for the Services performed in each month during the Contract Period the total sum calculated in accordance with Schedule 3. The payment is subject to any payment discount specified in Schedule 3 or deductions under Clauses 3(e), 24 or any other provisions herein in respect of that month (“Monthly Payment”).
- (c) The Monthly Payment will be paid in arrears within thirty (30) days after the issuance of a Monthly Invoice.
- (d) Unless the Government Representative otherwise notifies in writing, all Monthly Invoices and correspondence concerning the Monthly Payment shall be addressed to the Government Representative at the address specified in Clause 40. The Government Representative shall not be liable for any delay in the Monthly Payment if invoices and correspondence shall not be so addressed.
- (e) The billing periods for the Monthly Payment shall be successive monthly periods of the Contract Period each running from the first day of a month and ending on the last day of that month save that in the case of the first month of the Contract Period, the billing period shall be from the first day of the Contract Period to the last day of that month; and in the case of the last month of the Contract Period, the billing period shall be from the first day of that last month and ends on the last day of the Contract Period .
- (f) Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Contract Price and any other sum payable by the Government to the Contractor under the Contract if:
- (i) the Contractor fails to observe or perform any provision of the Contract;
 - (ii) the Government disputes on any reasonable ground its obligation to pay the amount in question;
 - (iii) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or
 - (iv) withholding of payment is required by any applicable law.

24. Deductions

Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, the Government Representative reserves the right to make deductions as and for liquidated damages, and not as a penalty, from a Monthly Payment an amount (to be rounded to the nearest dollar) calculated in accordance with the formula below if a Worker is absent from duty for whatever reasons during an entire shift or part thereof, and a prompt replacement has not been made available prior to the commencement of that shift.

$$\frac{\text{Duration of absence (in hour) of the Cleaner / Guard / Labourer / Gardener}}{\text{monthly wages of the type of staff specified in Part B of Schedule 5}} \times \text{No. of days of that month} \times 8 \text{ (hours)}$$

In determining the amount of deduction under this clause, a period of more than 30 minutes of an hour in which a staff member of the Contractor is absent will be regarded as one hour.

25. Level of Wages and Maximum Working Hours for Workers etc.

- (a) All Workers shall not work for more than eight (8) working hours in any twenty-four (24)-hour period unless with the prior written consent of the Government Representative. The schedule of meal break shall be determined by the Government Representative. The Contractor shall not alter the schedule of such break without the prior written consent of the Government Representative. For the avoidance of doubt, it is the Contractor's responsibility to make necessary arrangement for his staff to take meal breaks by mutual agreement between the Contractor and his staff.
- (b)
 - (i) In respect of a Cleaner, the monthly wage payable by the Contractor to each Cleaner shall not be less than the higher of (i) the proposed monthly wage or the equivalent wage rate applicable to the Cleaner quoted by the Contractor in Schedule 5; and (ii) the adjusted wage level brought about by the revisions (if any) by the Minimum Wage Ordinance (Cap. 608).
 - (ii) In respect of a Guard, the monthly wage payable by the Contractor to each Guard shall not be less than the higher of (i) the proposed monthly wage or the equivalent wage rate applicable to the Guard quoted by the Contractor in Schedule 5; and (ii) the adjusted wage level brought about by the revisions (if any) by the Minimum Wage Ordinance (Cap. 608).
 - (iii) In respect of a Labourer, the monthly wage payable by the Contractor to each Labourer shall not be less than the highest of (i) the proposed monthly wage or the equivalent wage rate applicable to the Labourer quoted by the Contractor in Schedule 5; (ii) the proposed higher wage offered by the Contractor pursuant to Clause 11(b) of the Terms of Tender and (iii) the adjusted wage level brought about by the revisions (if any) by the Minimum Wage Ordinance (Cap. 608).
 - (iv) In respect of a Gardener, the monthly wage payable by the Contractor to each Gardener shall not be less than the highest of (i) the proposed monthly wage or the equivalent wage rate applicable to the Gardener quoted by the Contractor in Schedule 5; (ii) the proposed higher wage offered by the Contractor pursuant to Clause 12(b) of the Terms of Tender and (iii) the adjusted wage level brought about by the revisions (if any) by the Minimum Wage Ordinance (Cap. 608).
- (c) A failure to observe or comply with any requirements in Clause 25(b) above or Clause 25(d) will be construed as a material breach of the Contract and the Government shall have the right to seek appropriate remedies including the right to terminate the Contract forthwith.
- (d) The Contractor shall timely pay wages to its non-skilled workers engaged to perform the Services and failure to do so will, without prejudice to any other rights or remedies which the Government has or may have against the Contractor, entitle the Government to terminate the Contract forthwith. The Contractor shall use autopay for payment of wages to such workers (except a temporary relief worker whose period of engagement does not exceed 7 days). Payment by cheque is only allowed upon termination of employment contract and at the request of the Worker concerned.

26. Personnel Records

- (a) The Contractor shall on or before the commencement date of employment with each of its non-skilled workers (except a temporary relief worker whose period of engagement does not exceed 7 days) enter into a written Standard Employment Contract with such worker. The Contractor shall comply with the terms and conditions set out in the written Standard Employment Contract.
- (b) The Contractor shall not vary the terms and conditions of the Standard Employment Contracts without the prior written approval of the Government Representative.
- (c) The Contractor shall keep and maintain proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days and payment of wages to Workers, bank autopay return, receipt of wages and record of contribution to the statutory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of managerial or supervisory staff only) and age of each of the Contractor's employees. Such records shall be open for inspection by the Government Representative at any time. If requested by the Government Representative, the Contractor shall produce evidence to satisfy him that the terms and conditions specified in the Standard Employment Contracts have been complied with. The Government reserves the right to approach the Workers to verify the information from time to time provided by the Contractor or otherwise to ensure compliance on the part of the Contractor of this Clause. If requested by the Government Representative, the Contractor shall make arrangement for any or all of the Workers to meet the Government Representative or the representatives of the Labour Department.
- (d) The Contractor shall give a copy of the duly signed Standard Employment Contract to its Workers upon the commencement of employment.
- (e) The Contractor shall also within two (2) weeks from the commencement of the Contract provide the Government Representative with a copy of the Standard Employment Contract entered with accompanying guidance notes into under this clause at its own costs. In the event that there is any change of Workers and/or of the terms of the Standard Employment Contract as approved by the Government Representative, the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new Standard Employment Contract entered into with the new Workers or any employment contract as amended, as the case may be, at its own costs. The Government Representative shall keep copies of the Standard Employment Contracts for seven (7) years upon the expiry of the Contract.
- (f) The Contractor shall keep proper record of all amendments, variation or cancellation to the Standard Employment Contracts and the payment to staff.
- (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) A breach by the Contractor of its obligations under this Clause shall be a breach of a fundamental term of the Contract and shall entitle the Government to terminate the Contract pursuant to Clause 32 hereof.

27. Liability for Damages or Compensation 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 damage to any of the Contractor's property or that of his employees or agents howsoever caused whether by any act, omission, default or Negligence of the Government or any of its employees or agents or otherwise; or
 - (ii) any injury to or death of any of the Contractor's employees 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) Without prejudice to any other provision of the Contract, the Contractor shall indemnify the Government and each of its employees or agents against any and all claims or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Government or any of its employees or agents in respect of -
- (i) any loss, damage, injury or death referred to in Sub-clause (a) above save and except injury or death caused by the Negligence of the Government or any of its employees or agents; and
 - (ii) any loss of or damage sustained by or any injury to or death of any third party in consequence of any act, omission, default or Negligence of the Contractor or any of his employees or agents.
- (c) The Contractor shall indemnify the Government against any loss of or damage to any property of the Government or of any of its employees or agents or any injury to or death of any employee or agent of the Government arising out of any act, omission, default or Negligence of the Contractor or any of his employees 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) Without prejudice to Sub-clauses (a) to (d) hereof, the Contractor shall indemnify the Government and keep the Government fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not be limited to, the followings -
- (i) the negligence, recklessness or wilful misconduct of the Contractor or his employees and agents;
 - (ii) the breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or conditions by the Contractor or his employees and agents under the Contract;
 - (iii) any unauthorized act or omission of the Contractor or his employees and agents; and
 - (iv) the non-compliance with any applicable laws and any requirement or regulation of the Government or other competent authority in connection with the performance of the obligations under the Contract by the Contractor or his employees and agents.
- (f) The indemnities, payments and compensation given in pursuance of the Contract by the Contractor shall not be defected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract, or 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, its employees and agents.

28. Insurance against liability to indemnify and Employees' Compensation Insurance

- (a) To the extent not covered by third party liability insurance policy referred to in Clause 29 hereof, the Contractor shall effect and keep in force a policy of insurance at its cost against liabilities to indemnify or to pay compensation under Clauses 27 subject to a limit of insurance in the sum of not less than thirty million Hong Kong Dollars (HK\$30,000,000) for each individual claim or a series of claims arising from one event, but otherwise unlimited in the aggregate insurance amount for all claims during the entire policy period, for the sole benefit of the Government. The policy of insurance shall be underwritten by a reputable insurance company authorized under the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions approved in advance by the Government Representative. The Contractor shall submit to the Government Representative within fourteen (14) days upon receipt of the Letter of Acceptance two (2) copies of the said policy of insurance together with the receipt for payment of the current premium.
- (b) The Contractor shall effect and maintain throughout the Contact Period a policy of insurance at his own expense as required under the Employees' Compensation Ordinance (Cap. 282) against liability to pay compensation to his employees under the same Ordinance subject to a minimum indemnity amount as specified below:-
- | | |
|-------------------|--|
| No. of Employees | Minimum indemnity amount for claim(s) arising from one event |
| Not more than 200 | Not less than HK\$100 million |
| More than 200 | Not less than HK\$200 million |
- (c) In the event of any Worker suffering from any personal injury or death in the provision of Services and whether there be a claim for compensation or not, the Contractor shall within seven (7) days give notice in writing of such personal injury or death to the Government Representative.

29. Public Liability Insurance

- (a) The Contractor shall effect and maintain throughout the Contract Period at its own expense a public liability policy of insurance exclusively for the Contract. The insurance shall be taken out in the joint name of the Government and the Contractor in a sum of not less than thirty million Hong Kong Dollars (HK\$30,000,000) for any one accident with unlimited number of claims. The insurance shall be taken out with a reputable insurance company authorized under the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions as shall be approved by the Government Representative. The insurance shall be taken out against liability to pay damages and compensation for injury to or death of any persons and for loss or damage to any properties whatsoever where such injury, death, loss or damage as the case may be caused or arisen out of any act or default of the Contractor or its employees or agents.
- (b) If the said policy of insurance provides that the payment of certain amount of compensation shall be borne by the insured parties, the Contractor shall be solely responsible for such payment and shall reimburse the Government forthwith if the Government shall be required to make such payment.
- (c) The Contractor shall submit to the Government Representative within fourteen (14) days upon receipt of the Letter of Acceptance two (2) copies of the said policy of insurance together with the receipt for payment of the current premium.

- (d) The Contractor is responsible for lodging all claims with the insurance company and shall deal with the said company upon receipt from the Government or otherwise of a report on any injury, death, loss or damage.
- (e) If the Contractor fails to effect and keep in force the insurance referred to or any other insurance which he may be required to be effected under the terms of the Contract then and in any such cases the Government may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Government as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

30. Default in Performance

- (a) Upon award of the Contract, the Contractor should submit for the approval of the Government Representative a checklist to be used for monitoring of the performance by the Workers while they are on duty. The Government Representative would also countercheck the performance of the Contractor's employees or agents by means of the approved checklist.
- (b) The Government Representative will conduct regular review on the Services provided by the Contractor on a half yearly basis during the Contract Period. The review shall include but not be limited to the compliance of the Contractor's Warranties and Undertakings as prescribed in Clause 6 hereof.
- (c) At any time during the Contract Period, the Government Representative or the Inspecting Officer may investigate each case where the Contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract.
- (d) Where the Government Representative or the Inspecting Officer is satisfied that in any particular case the Services provided by the Contractor has failed to comply with any term or condition of the Contract, he shall be entitled to instruct the Contractor in writing to remedy/rectify the failure in order to comply fully therewith no later than such time as he in his absolute decision may determine, but in any event no later than twenty-hour (24) hours after giving such written instructions to the Contractor.
- (e) Without prejudice to any other rights and remedies or actions to be taken under the Contract, the Government Representative shall have the right to reject unsatisfactory performance of the Services and exercise its rights to terminate the Contract pursuant to Clause 32. The Government however may at its absolute discretion make deduction as liquidated damages from the Monthly Payment pursuant to Clause 24 hereof.

31. Government to Step In

Notwithstanding any other provisions herein and without prejudice to other rights and remedies of the Government, if the Contractor fails to provide any of the Services or its provision of the Services is found to be unsatisfactory by the Government Representative, the Government shall be entitled to have such Services carried out by Government servants or contractor for such period as the Government Representative deems fit and to deduct all expenses or costs incurred by the Government from any monies due or becoming due to the Contractor under this Contract.

32. Termination

- (a) The Government shall be entitled to forthwith terminate the Contract if the Contractor –
- (i) persistently or flagrantly fails to carry out the whole or any part of the Services in accordance with the terms and conditions set out in the Contract; or
 - (ii) commits a fundamental breach of any term of the Contract; or
 - (iii) abandons the Contract in whole or in part; or
 - (iv) goes into liquidation; or a petition has been filed for the bankruptcy or winding up of the Contractor otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Government Representative in writing; or the Contractor has become insolvent or make any composition or arrangement with creditors; or a receiver has been appointed in respect of any part of the business or assets of the Contractor; or
 - (v) shall or purports to assign, transfer, sub-contract or otherwise dispose of all or any of its rights or obligations hereunder without the prior written consent of the Government Representative; or
 - (vi) is found to have made a false declaration in regard to the record of convictions under the relevant Ordinances; or
 - (vii) has been convicted of any offence under the relevant Ordinances in relation to this Contract; or
 - (viii) has failed to comply with Clause 25(b); or
 - (ix) has incurred three (3) or more demerit points arising from this Contract within a continuous period of thirty-six (36) months or the period during which the Contractor has performed its Services under the Contract, whichever is the less. The Contract shall be terminated upon the issue of the third demerit point. For the purpose of counting demerit points for the termination of the Contract, any demerit point which has been incurred more than three (3) years from the day the last demerit point is issued shall not be counted. A demerit point under appeal will not be counted.
- (b) Where the Contractor, being in breach of a term of the Contract which is capable of being remedied, has failed to remedy the same to the satisfaction of the Government Representative within fourteen (14) days after the issuance by the Government Representative to the Contractor of a written notice requiring it to do so, the Government shall be entitled to terminate this Contract upon the expiry of the 14 days' notice.
- (c) Notwithstanding anything herein to the contrary, the Government shall be entitled to, at any time during the Contract Period, terminate without cause the Contract by giving to the Contractor three (3) months' notice in writing at the expiry of which this Contract shall be terminated absolutely.
- (d) In the event that the Contract is terminated for whatever reason or upon expiry of the Contract Period:
- (i) save for those provisions which are expressed to or which in their context appropriately survive termination, the Contract shall be of no further force and effect, provided always the Governments rights and claims under the Contract or

otherwise at law (1) arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract) or (2) which have otherwise accrued or arisen prior to termination, shall not be prejudiced;

- (ii) subject to any rights and remedies which the Government may have under this Contract or otherwise (including any right of set off or counterclaim which the Government may have), the Government shall pay to the Contractor such portion of the Monthly Payment for such part of the Services actually performed by the Contractor in strict accordance with the Contract and to the satisfaction of the Government (if not paid already);
- (iii) other than any payment under Sub-clause (ii) above, the Government shall have no obligation to pay to the Contractor any money whatsoever;
- (iv) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor due to the termination of the Contract;
- (v) in the case of termination pursuant to Clauses 32(a) or (b) hereof, the Contractor shall be liable for all costs and expenses actually incurred by the Government arising from or in the termination of the Contract;
- (vi) in the case of termination, the Government may, without prejudice to any accrued rights and claims of Government, assign the uncompleted Services to another contractor or contractors or undertake the Services itself whereupon in the case of termination pursuant to Clauses 32(a) or (b) hereof, the Contractor shall be liable for the contract price payable to such other contractor(s) or the costs incurred by the Government for undertaking such services (as the case may be) in excess of the contract price which would have been payable to the Contractor had the Contract not been terminated plus Governments administrative charge as and for liquidated damages and not as a penalty;
- (vii) the Contractor and each Worker shall forthwith deliver to the Government Representative all documents containing confidential information, personal data and such other information, property and materials in the possession or under the control of the Contractor or any of its sub-contractors and agents, which was obtained or produced in the course of providing the services; and
- (viii) the Contractor and each Worker shall certify to the Government that after the return of the Government property pursuant to Sub-clause (vii) above, no Government documents or property or any copy or duplicate thereof is in the Contractor or any of the Workers possession or control.

33. Probity

- (a) The Contractor acknowledges it has been reminded that:
 - (i) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under Section 9 of the Prevention of Bribery Ordinance (Cap. 201), Sections 17, 18D and 19 of the Theft Ordinance (Cap. 210) and Section 161 of the Crimes Ordinance (Cap. 200);
 - (ii) the soliciting or accepting of advantages, as defined in the Prevention of Bribery

Ordinance is not permitted.

- (b) The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.
- (c) The Government may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.
- (d) The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause (b) hereof and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

34. Compliance with Employment Ordinance

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

35 Compliance with Employees' Compensation Ordinance

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

36. Compliance with Immigration Ordinance

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

37. Compliance with Occupational Safety and Health Ordinance

The Contractor shall comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of its own staff, Government staff and others who may be affected by its performance of Services. If the

Contractor shall be convicted of any offence under the Occupational Safety and Health Ordinance, the Government shall be entitled to terminate the Contract pursuant to Clause 32 as a breach of a fundamental term of the Contract.

38. Licence, Permit and Certificate

- (a) The Contractor shall, at its own costs, apply to the relevant authorities to obtain or renew, as the case may be, for all licenses, permits and/or certificates required by law for the performance of the Services, including the movement and operation of equipment and plants, and shall produce the same to the Government Representative for inspection if so required.
- (b) The Contractor shall make no claim of any kind whatsoever against the Government Representative in the event of the Contractor's failure or inability for any reason to obtain or renew any such licences, permits or certificates. It will be unlawful for the Contractor to perform the Services without the licences, permits and/or certificates as required by law, notwithstanding the commencement of the Contract Period.
- (c) The Contractor shall observe and comply with the conditions of any licence, permit or certificate issued to it in relation to the performance of the Contract.

39. Contract Deposit

- (a) The Contractor shall prior to the award of this Contract place with the Government a Contract Deposit, equivalent to 2% of the Total Estimated Value of the Contract by way of a cash deposit or banker's guarantee issued by a bank in Hong Kong (which is approved by the Government Representative and holds a valid banking licence granted under the Banking Ordinance (Cap. 155)) in the form set out in Schedule 9 as security for the due and faithful performance of the Contract.
- (b) Where the Contractor elects to provide a banker's guarantee in settlement of the Contract Deposit, such guarantee must remain in force from the date of the commencement of the Contract until seven (7) months after the expiry of the Contract Period or the date upon which all of the Contractor's obligations shall have been performed and discharged to the satisfaction of the Government Representative, whichever is the later.
- (c) Upon the end of seven (7) months after the expiry of the Contract, and further upon all of the Contractor's obligations having been performed and discharged to the satisfaction of the Government Representative and subject to the Government's exercise of its right to make any deduction from the Contract Deposit under Sub-clause (d) hereof, the Contract Deposit (if in the form of cash) will be refunded to the Contractor without interest.
- (d) Without prejudice to any of the Government's other rights and remedies, the Government shall have the right to deduct from the Contract Deposit or call on the banker's guarantee (irrespective of whether or not a demand for payment has been made against the Contractor) any amount payable by the Contractor to the Government under the Contract but which remains outstanding.
- (e) Where any deduction shall be made by the Government from the Contract Deposit or a call shall be made on the banker's guarantee during the Contract Period, the Contractor shall, within fourteen (14) days on demand in writing by the Government, deposit a further sum or provide a further 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.
- (f) If the Contractor fails to comply with sub-clause (e) hereof, the Government may terminate the Contract immediately.

40. 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 Schedule 8 (or such other address or facsimile number as the Contractor may by five (5) days' prior written notice specify to the Government Representative). Notices, demands 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:

Commissioner of Police
(Attn: SEO Support)
Support Wing,
41st Floor, Arsenal House,
Hong Kong Police Headquarters,
No. 1 Arsenal Street,
Wanchai, Hong Kong.
Facsimile: 2200 4329

Such notices, demands or other communications shall be addressed as provided above and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by post, five (5) business days (for local post) and ten (10) business days (for overseas post) after the date of posting;
- (c) if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

41. Information Not to be Divulged

The Government shall have the right, without seeking prior consent from the Contractor, to disclose whenever it considers appropriate or when such disclosure is for the purpose of implementing the contractual obligation by the Government -

- (a) the Services provided or to be provided by the Contractor;
- (b) the Estimated Contract Price and any other fees, cost and expense payable to the Contractor pursuant to the Contract; and
- (c) information in relation to the demerit points given to the Contractor for breaches of the specific contractual obligations under the Contract.

42. Monies or Valuables found by the Contractor's Employees

All monies or other items of value found by the Contractor, its employees or agents in performing the Services at any place within the Contract Venue shall be handed to the Government Representative as soon as possible.

43. Recovery of Sums Due

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 by way of equitable set off or at common law the amount of such liquidated liability and a

reasonable estimate of the amount of any unliquidated 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 made between the Government and the Contractor.

44. Waiver and Severability

No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

45. Confidentiality

- (a) The Contractor shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)), in whatever form or media, which the Government has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Contractor or which may come to the Contractor's knowledge or be accessible by the Contractor in the course of carrying out the Services and all advices, recommendations, documents, materials and data given by the Contractor to the Government under the Contract ("Confidential Information"). The Contractor's obligations under this Clause 45 shall not extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).
- (b) Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep the Government and its authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:
 - (i) a breach of confidence (whether under the Contract or general law) by the Contractor or any of its employees, agents or sub-contractors;
 - (ii) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
 - (iii) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Cap. 593)

- (c) The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government's prior written consent.
- (d) The Contractor shall not disclose the Confidential Information to any third parties except in confidence to such of the Contractor's employees, agents or sub-contractors who need to know the same for the purposes of the Contract.
- (e) The Contractor undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- (f) The Contractor shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.
- (g) The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 45 and the Official Secrets Ordinance (Cap. 521).
- (h) The Contractor undertakes, if so requested by the Government, to deliver to the Government on such date as specified by the Government, separate confidentiality agreements duly executed by the Contractor and/or each person to whom any Confidential Information is to be disclosed by the Contractor in accordance with the Contract. The Contractor shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by the Government.
- (i) The Contractor further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- (j) If the Contractor becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Government and give the Government all reasonable assistance in connection with any action or proceedings which the Government may take or institute against any such persons.
- (k) The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.
- (l) The provisions of this Clause 45 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

46. Assignment and Sub-contracting

- (a) The Contractor shall not, without the written consent of the Government Representative, assign or otherwise dispose of or transfer the Contract, or any part share or interest therein, and the performance of the Contract by the Contractor shall be deemed to be personal to it.
- (b) The Contractor shall not be allowed to enter into sub-contracts with any person for the performance of any or all parts of the Contract.

- (c) For the avoidance of doubt, notwithstanding any consent from the Government of any sub-contracting arrangement, the Contractor shall remain liable for the full remuneration of any sub-contractor, consultant or agent and be liable and be held responsible for all acts and omissions of any sub-contractor, consultant or agent of the Contractor, and their respective employees and agents (authorised or unauthorised) as if such act or omission were its own.

47. Publicity

The Contractor shall submit to the Government Representative for approval 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 or the Government Representative's or the Hong Kong Police Force's name is mentioned or language used from which a connection with the Government or any of the afore-mentioned entities can reasonably be inferred or implied. The Contractor shall not publish or use any such advertising or other publicity material without the prior written consent of the Government Representative.

48. Relationship of the Parties

The Contractor enters into the Contract with the Government as an independent contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, or a joint venture between the Government and the Contractor. Unless otherwise expressly provided for in the Contract, neither party is authorised to act in the name of, or on behalf of, or otherwise bind the other party.

49. Personal Data Submitted by Contractor

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

50. Arrangement during Epidemic Illness

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

51. Entire Agreement

The Contract supersedes all prior agreements, arrangement and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof. 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.

52. Jurisdiction

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit themselves to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract..

53. Conflict of Interest

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

- (i) ensure that it (including each and every employee of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor's duties or obligations under the Contract without the prior written approval of the Government (which approval shall not be unreasonably refused or delayed); and
 - (ii) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Contractor or any of the Contractor's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Contractor's obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.
- (b) The Contractor shall ensure that each of its associate and associated person, each of its sub-contractors and each of their respective employees, officers and agents deployed in the performance of the Contractor's obligations hereunder and their respective associates and associated persons shall keep themselves informed and inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's obligations under this Contract.
- (c) In the Contract:
- (i) "associate" in relation to any person means:
 - (1) a relative or partner of that person; or
 - (2) a company one or more of whose directors is in common with one or more of the directors of that person;
 - (ii) "associated person" in relation to another person means:
 - (1) any person who has control, directly or indirectly, over the other;
 - (2) any person who is controlled, directly or indirectly, by the other; or
 - (3) any person who is controlled by, or has control over, a person at (1) or (2) above;
 - (iii) "control" in relation to another person means the power of a person to secure:
 - (1) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person;
 - (2) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or
 - (3) by virtue of holding office as a director in that or any other person;

that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person;

- (iv) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (v) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

54. Force Majeure

- (a) If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing of that matter and all relevant particulars.
- (b) Within three (3) days after the occurrence of a Force Majeure Event, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Contractor’s ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, the Government may on its own issue a notice to the Contractor noting the occurrence of the Force Majeure Event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or the Government pursuant to this Clause is hereinafter referred to as the “Suspension Notice”.
- (c) Following the issue of a Suspension Notice by the Contractor or the Government, the Contractor shall keep the Government informed at reasonable intervals, and upon the request of the Government, of:
 - (i) the likely duration of the relevant Force Majeure Event and of its effect on the Contractor’s ability to perform its obligations under the Contract;
 - (ii) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and
 - (iii) any other matters relevant to that Force Majeure Event or the Contractor’s performance affected by that Force Majeure Event.
- (d) To the extent that the performance of obligations by the Contractor under the Contract is prevented by a Force Majeure Event, the Contractor’s performance of such obligations will, subject to Clause (e) hereof, be suspended to that extent from the date the Contractor or the Government gives a Suspension Notice in respect of that Force Majeure Event until the Contractor ceases to be so prevented (“Cessation Date”). Notwithstanding anything in the Contract to the contrary, as soon as the Government issues a Suspension Notice to the Contractor, the Contractor shall forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.
- (e) During the suspension of any obligations under Clause (d) above:
 - (i) the Contractor shall use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Contractor’s performance of the obligations under the Contract;
 - (ii) the Government may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and

- (iii) the Contractor shall not be entitled to any cost, fee or charge or such pro rata portion thereof in respect of the suspended obligations for the suspended period.
- (f) As soon as the relevant Force Majeure Event has ended, the Contractor shall forthwith notify the Government of the Cessation Date, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate Cessation Date. The Contractor shall immediately after the Cessation Date resume performance of the suspended obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Cessation Date, the Government's decision shall be final in the absence of manifest error.
- (g) Should suspension of the performance by the Contractor of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, the Government shall be entitled to terminate the Contract pursuant to Clause 32 hereof.
- (h) The Contractor shall ensure that provisions similar to this Clause 54 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

55. Mediation

- (a) The Contractor and the Government agree that any dispute or claim arising out of or in connection with this Contract ("the Dispute") shall be referred to mediation in accordance with and subject to the Government of the Hong Kong Special Administrative Region's Mediation Rules, and the Contractor and the Government shall enter into an agreement to mediate in terms and conditions of the Agreement to Mediate and the Hong Kong Mediation Code, which are at Appendix 1 of the Conditions of Contract.
- (b) Unless the Contract has already been terminated or if no suspension of the Services is in effect, the Contractor shall continue to perform the Services in accordance with the Contract during the conduct of mediation as mentioned in Clause (a) above.

56. Order of Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the Clauses of the Contract, any document referred to in those Clauses and the Schedules, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) Special Conditions of Contract;
- (b) Service Specifications;
- (c) Schedules;
- (d) General Conditions of Contract; and
- (e) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

57. Contracts (Rights of Third Parties) Ordinance (Cap. 623)

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

THE HONG KONG MEDIATION CODE

General Responsibilities

1. The Mediator shall act fairly in dealing with the Parties to the mediation, have no personal interest in the terms of any Settlement Agreement, show no bias towards the Parties, be reasonably available as requested by the Parties, and be certain that the Parties have been informed about the mediation process.

Responsibilities to the Parties

2. Impartiality/Conflict of Interest

The Mediator shall maintain impartiality towards all Parties. The Mediator shall disclose to the Parties any affiliations/interests which the Mediator may have or had with any Party and in such situation obtain the prior written consent of all the Parties before proceeding with the mediation.

3. Informed Consent

- (a) The Mediator shall explain to all Parties the nature of the mediation process, the procedures to be utilised and the role of the Mediator.
- (b) The Mediator shall ensure the Parties sign an Agreement to Mediate prior to the substantive negotiations between the Parties.*
- (c) The Agreement(s) to Mediate shall include the responsibilities and obligations of the Mediator and the Parties.

4. Confidentiality

- (a) The Mediator shall keep confidential all information, arising out of or in connection with the mediation, unless compelled by law or public policy grounds.
- (b) Any information disclosed in confidence to the Mediator by one of the Parties shall not be disclosed to the other Party without prior permission.
- (c) Paragraphs 4(a) and 4(b) shall not apply in the event such information discloses an actual or potential threat to human life or safety.

5. Suspension or Termination of Mediation

The Mediator shall inform the Parties of their right to withdraw from the mediation.

If the Mediator believes that a party is unable or unwilling to participate effectively in the mediation process, the Mediator can suspend or terminate the mediation.

* A sample Agreement to Mediate is attached.

6. Insurance

The Mediator shall consider whether it is appropriate to be covered by professional indemnity insurance and if so, shall ensure that he/she is adequately covered.

Defining the Process

7. Independent Advice and Information

In a mediation in which a Party is without legal representation or relevant expert opinion, the Mediator shall consider whether to encourage the Party to obtain legal advice or relevant expert opinion.

8. Fees

The Mediator has a duty to define and describe in writing the fees for the mediation. The Mediator shall not charge contingent fees or base the fees upon the outcome of the mediation.

Responsibilities to the Mediation Process and the Public

9. Competence

The Mediator shall be competent and knowledgeable in the process of mediation. Relevant factors shall include training, specialist training and continuous education, having regard to the relevant standards and/or accreditation scheme to which the Mediator is accredited. For example, in the event the mediation relates to separation/divorce, the Mediator shall have attained the relevant specialist training and the appropriate accreditation.

10. Appointment

Before accepting an appointment, the Mediator must be satisfied that he/she has time available to ensure that the mediation can proceed in an expeditious manner.

11. Advertising/promotion of the Mediator's services

The Mediator may promote his/her practice, but shall do so in a professional, truthful and dignified manner.

***AGREEMENT TO MEDIATE**

THIS AGREEMENT IS MADE ON _____

BETWEEN THE FOLLOWING PERSONS *(in this Agreement called the 'Parties')*

(Name of Party: Please Print)

(Name of Party: Please Print)

(Contact Telephone Number)

(Contact Telephone Number)

(Address)

(Address)

AND THE MEDIATOR *(called 'the Mediator')*

(Name of Mediator: Please Print)

(Contact Telephone Number)

(Address)

APPOINTMENT OF MEDIATOR

1. The Parties appoint the Mediator to mediate the Dispute between them in accordance with the terms of this Agreement.

ROLE OF THE MEDIATOR

2. The Mediator will be neutral and impartial. The Mediator will assist the Parties to attempt to resolve the Dispute by helping them to:
 - (a) systematically isolate the issues in dispute;
 - (b) develop options for the resolution of these issues; and
 - (c) explore the usefulness of these options to meet their interests and needs.
3. The Mediator may meet with the Parties together or separately.
4. The Mediator will not:
 - (a) give legal or other professional advice to any Party; or
 - (b) impose a result on any Party; or
 - (c) make decisions for any Party.

CONFLICT OF INTEREST

5. The Mediator must, prior to the commencement of the mediation, disclose to the Parties to the best of the Mediator's knowledge any prior dealings with any of the Parties as well as any interest in the Dispute.
6. If in the course of the mediation the Mediator becomes aware of any circumstances that might reasonably be considered to affect the Mediator's capacity to act impartially, the Mediator must immediately inform the Parties of these circumstances. The Parties will then decide whether the mediation will continue with that Mediator or with a new mediator appointed by the Parties.

COOPERATION BY THE PARTIES

7. The Parties agree to cooperate in good faith with the Mediator and each other during the mediation.

AUTHORITY TO SETTLE AND REPRESENTATION AT THE MEDIATION SESSION

8. The Parties agree to attend the mediation with authority to settle within any range that can reasonably be anticipated.
9. At the mediation each Party may be accompanied by one or more persons, including legally qualified persons, to assist and advise them.

COMMUNICATION BETWEEN THE MEDIATOR AND THE PARTIES

10. Any information disclosed to a Mediator in private is to be treated as confidential by the Mediator unless the Party making the disclosure states otherwise.

CONFIDENTIALITY OF THE MEDIATION

11. Every person involved in the mediation:
 - (a) will keep confidential all information arising out of or in connection with the mediation, including the fact and terms of any settlement, but not including the fact that the mediation is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement; and
 - (b) acknowledges that all such information passing between the Parties and the Mediator, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.
12. Where a Party privately discloses to the Mediator any information in confidence before, during or after the mediation, the Mediator will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless required by law to make disclosure.
13. The Parties will not call the Mediator as a witness, nor require him to produce in evidence any records or notes relating to the mediation, in any litigation, arbitration or other formal process arising from or in connection with the Dispute and the mediation; nor will the Mediator act or agree to act as a witness, expert, arbitrator or consultant in any such process.
14. No verbatim recording or transcript of the mediation will be made in any form.

TERMINATION OF THE MEDIATION

15. A Party may terminate the mediation at any time after consultation with the Mediator.
16. The Mediator may terminate the mediation if, after consultation with the Parties, the Mediator feels unable to assist the Parties to achieve resolution of the

Dispute.

SETTLEMENT OF THE DISPUTE

17. No terms of settlement reached at the mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties.

EXCLUSION OF LIABILITY AND INDEMNITY

18. The Mediator will not be liable to any Party for any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this Agreement unless the act or omission is fraudulent.
19. Each Party indemnifies the Mediator against all claims by that Party or anyone claiming under or through that Party, arising out of or in any way referable to any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this agreement, unless the act or omission is fraudulent.
20. No statements or comments, whether written or oral, made or used by the Parties or their representatives or the Mediator within the mediation shall be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this document may be pleaded as a bar to any such action.

MEDIATION CODE

21. The mediation shall proceed according to the terms of this Agreement and the Hong Kong Mediation Code.

COST OF THE MEDIATION

22. The Parties will be responsible for the fees and expenses of the Mediator in accordance with the SCHEDULE.
23. Unless otherwise agreed by the Parties in writing, each Party agrees to share the mediation fees equally and also to bear its own legal and other costs and expenses or preparing for and attending the mediation ("each Party's Legal Costs") prior to the mediation. However, each Party further agrees that any court or tribunal may treat both the mediation fees and each Party's legal costs as costs in

the case in relation to any litigation or arbitration where that court or tribunal has power to assess or make orders as to costs, whether or not the mediation results in settlement of the Dispute.

LEGAL STATUS AND EFFECT OF THE MEDIATION

24. Any contemplated or existing litigation or arbitration in relation to the Dispute may be started or continued despite the mediation, unless the Parties agree or a court orders otherwise.
25. This Agreement is governed by the law of the Hong Kong Special Administrative Region and the courts of the Hong Kong Special Administrative Region shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the mediation.

FULL DISCLOSURE (applicable to family mediation)

- 26. (a) The Parties agree to fully and honestly disclose all relevant information as requested by the Mediator and by each other.
- (b) Any failure by either of the Parties to make full and frank disclosure may result in the setting aside of any agreement reached in mediation.

SIGNING OF THE AGREEMENT TO MEDIATE

Date: _____

Name of Party or Representative (Please print and sign here)

Name of Party or Representative (Please print and sign here)

Name of Party or Representative (Please print and sign here)

Name of Party or Representative (Please print and sign here)

Name of Mediator (Please print and sign here)

SCHEDULE**Fees and Expenses of Mediator**

- | | | | |
|----|---------------------|----|------------|
| 1. | For all preparation | \$ | (per hour) |
| 2. | For the mediation | \$ | (per hour) |
| 3. | Room hire fees | \$ | |
| 4. | Allocation of costs | | |
| | Party 1 | | % |
| | Party 2 | | % |
| | Party 3 | | % |
| | Party 4 | | % |
| | Or | | |
| | All parties equally | | % |

Source: http://www.doj.gov.hk/eng/public/pdf/2010/med20100208e_annex7.pdf

PART III
SCHEDULES
CONTENT

Schedule 1	Areas within the Contract Venue where the Services are to be provided
Schedule 2	Work Schedules and Performance Requirements for the Services
Schedule 3	Price Proposal and Payment Discount
Schedule 4	Equipment
Schedule 5	Part A Manpower Requirements for the Services Part B Proposal on Monthly Wages and Allowable Daily Maximum Working Hours
Schedule 6	Proposals on Management Plan, Work Plan, Quality Assurance and Transition Plan, Contingency Plan and Safety Plan
Schedule 7	Part A Experience of the Tenderer and the Contract Representative Part B Quality Management Accreditation Part C Statement of Convictions or No Convictions
Schedule 8	Information on Tenderer
Schedule 9	Form of Banker's Guarantee
Schedule 10	Part A Form of Daily Return Part B Form of Weekly Return
Schedule 11	General Rules governing Workers

Schedule 1**Areas within the Contract Venue where the Services are to be provided**

- | | |
|--------|--|
| Item 1 | Floor Allocation and Floor area - Arsenal House East Wing (AHEW) |
| Item 2 | Floor Allocation and Floor area - Arsenal House West Wing (AHWW) |
| Item 3 | Floors and Floor area - Arsenal House (AH) |
| Item 4 | Floor allocation - Arsenal House (AH) |
| Item 5 | Typical floor material at outdoor and indoor area - Arsenal House (AH) |
| Item 6 | List of lift and escalators |
| Item 7 | List of staircases |
| Item 8 | List of toilets and shower cubicles |
| Item 9 | Site plan showing the Hong Kong Police Headquarters Complex |

Schedule 1**Item 1 : Floor Allocation and Floor area - Arsenal House East Wing (AHEW)**

Floor	Usage	Estimated Total Gross Floor Area (sq.m.)	% of Carpeted Area
Roof	Sports Pitches & Plant Rooms	4500	0
6/F	Offices	4500	70 - 80
	Offices		
5/F	Offices	4500	50 - 60
4/F	Offices	4500	10 - 20
3/F	Offices	4500	10
2/F	Carpark	4500	0
1/F	Carpark	4500	0
G/F	Offices, Carpark & Store	4500	0
B/F	Plant Rooms	4500	0
Total:		<u>45000</u>	

 Denotes areas that are excluded from daily and weekly cleansing services.

Schedule 1**Item 2a : Floor Allocation and Floor area - Arsenal House West Wing (AHWW)**
(with effect from 1 July 2016 to 30 September 2016)

Floor	Usage	Estimated Total Gross Floor Area (sq.m.)	% of Carpeted Area
Roof	Plant Rooms	1450	0
32/F	Offices	1450	60 - 70
27/F-31/F	Offices	7250	
26/F	Offices	1050	
	Offices	400	60-70
25/F	<i>Mechanical Floor</i>	1450	0
24/F	Offices	1450	60 - 70
22/F-23/F	Offices	2900	
19/F-21/F	Offices	4350	
18/F	Offices	1450	
17/F	Offices	1450	
16/F	Offices	1450	
12/F-15/F	Offices	5800	
11/F	Offices	1450	
10/F	Offices	1450	
9/F	Offices	1450	
8/F	Offices	1450	
7/F	<i>Mechanical Floor</i>	1450	0
6/F	Offices	700	60 - 70
	Offices	750	
2/F-5/F	Offices	5800	
1/F	Reception Area Lift Lobby Offices	1450	
M/F	Main Lift Lobby	700	0
G/F	Plant Rooms	1450	0

Total:**50000**

 Denotes areas that are excluded from daily and weekly cleansing services.

Schedule 1**Item 2b : Floor Allocation and Floor area - Arsenal House West Wing (AHWW)**
(with effect from 1 October 2016 to 30 June 2019)

Floor	Usage	Estimated Total Gross Floor Area (sq.m.)	% of Carpeted Area
Roof	Plant Rooms	1450	0
32/F	Offices	1450	60 - 70
27/F-31/F	Offices	7250	
26/F	Offices	1050	
	Offices	400	
25/F	<i>Mechanical Floor</i>	1450	0
24/F	Offices	1450	60 - 70
22/F-23/F	Offices	2900	
19/F-21/F	Offices	4350	
18/F	Offices	1450	
17/F	Offices	1450	
16/F	Offices	1450	
12/F-15/F	Offices	5800	
11/F	Offices	1450	
10/F	Offices	1450	
9/F	Offices	1450	
8/F	Offices	1450	
7/F	<i>Mechanical Floor</i>	1450	0
6/F	Offices	700	60 - 70
	Offices	750	
2/F-5/F	Offices	5800	
1/F	Reception Area Lift Lobby Offices	1450	
M/F	Main Lift Lobby	700	0
G/F	Plant Rooms	1450	0

Total:**50000**

 Denotes areas that are excluded from daily and weekly cleansing services.

Schedule 1**Item 3 : Floors and Floor area - Arsenal House (AH)****High Block**

Floor	Estimated Outdoor Area (sq.m.)	Estimated Indoor Area (sq.m.)		Estimated Total Gross Floor Area (sq.m.)
		Carpeted	Non-Carpeted	
Top Roof	76	0	38	114
Upper Roof	208	0	139	347
Roof	1133	0	1434	2567
H-42/F	156	1275	294	1725
H-41/F	1	1198	338	1537
H-40/F	1	1198	345	1544
H-39/F	497	1198	345	2040
H-38/F	0	1616	440	2056
H-37/F	0	1616	412	2028
H-36/F	0	1609	412	2021
H-35/F	0	1609	412	2021
H-34/F	0	1609	412	2021
H-33/F	0	1609	412	2021
H-32/F	0	1609	412	2021
H-31/F	0	1609	412	2021
H-30/F	0	1609	412	2021
H-29/F	0	0	2002	2002
H-28/F	0	1560	414	1974
H-27/F	0	1590	384	1974
H-26/F	0	1590	384	1974
H-25/F	0	1590	384	1974
H-24/F	0	1590	384	1974
H-23/F	0	1590	384	1974
H-22/F	0	1540	434	1974
H-21/F	0	0	1812	1812
H-20/F	0	1529	415	1944
H-19/F	0	1529	415	1944
H-18/F	0	1354	589	1943
H-17/F	0	1515	428	1943
H-16F	0	0	1911	1911
H-15/F	732	1403	490	2625
H-14/F	0	1477	1797	3274
H-13/F	0	1366	1329	2695
H-12/F	0	1248	1416	2664
H-11/F	0	1068	608	1676
H-10/F	0	953	1458	2411
H-9/F	0	941	1060	2001
H-8/F	0	815	1563	2378
H-7/F	0	892	1186	2078
H-6/F	0	730	1367	2097
H-5/F	0	0	1855	1855
H-4/F	0	0	1107	1107
H-3/F	556	0	1142	1698
H-2/F	0	0	3609	3609
H-1/F	0	0	2880	2880
G/F	5167	0	1121	6288
B1	0	0	5540	5540
B2	0	0	5523	5523
B3	0	0	5566	5566
B4	0	0	5639	5639
Total:	8527	47234	63265	119026

Ceremonial Ground

Floor	Estimated Outdoor Area (sq.m.)	Estimated Indoor Area (sq.m.)		Estimated Total Gross Floor Area (sq.m.)
		Carpeted	Non-Carpeted	
3/F	1717	28	136	1881

Schedule 1

Item 4 : Floor allocation - Arsenal House (AH)

		Antenna Tower	
		Antenna Tower	
		Plant Rm & Store	
42	Offices		
41	Offices		
40	Offices		
39	Offices		
38	Offices		
37	Offices		
36	Offices		
35	Offices		
34	Offices		
33	Offices		
32	Offices		
31	Offices		
30	Offices		
29	Mechanical Floor		
28	Offices		
27	Offices		
26	Offices		
25	Offices		
24	Offices		
23	Offices		
22	Offices		
21	Refuge Floor		
20	Offices		
19	Offices		
18	Offices	Offices	
17	Offices		
16	Mechanical Floor		
15	Offices		
14	Offices	Plant Room	Roof Garden
13	Offices	Offices	
12	Offices		
11	Offices	Multi-Purpose Hall	
10	Offices		
9	Offices	Auditorium	
8	Offices		
7	Offices	Force Library	
6	Chinese Restaurant	Kitchen & Store	
5	Fast Food Cafeteria	Kitchen & Store	
4	Offices		
3	Staff Lift Lobby, PMC Office & Changing Room		
2	(55) Vehicle Spaces, Plant Rms		
1	(21) Vehicle Spaces, Plant Rms	Public Lift Lobby	
G	(8) Vehicle Spaces, Offices		
B1	(30) Vehicle Spaces, Plant Rms, Store Rms, Fan Rm & Pump Rm		Office & Workshop
B2	(48) Vehicle Spaces, Plant Rms, Store Rms, Fan Rm		
B3	(88) Vehicle Spaces, Plant Rms, Pump Rm, Water Tank & Communication Equipment Rm		
B4	(95) Vehicle Spaces, Plant Rms & Store Rms		



Denotes areas that are excluded from daily and weekly cleansing services.

Schedule 1**Item 5 : Typical floor material at outdoor and indoor area - Arsenal House (AH)**

	PVC tile in %	Granite in %	Cement in %	Other material in %
Carpark (19200 m ² except G/F)		8		Flowcrete painting system 92
Outdoor area – 15/F	0	0.15	0	Timber 22 planters & pebbles 77.85
Outdoor area – 39/F	0	0	0	Concrete tiles 100
Outdoor area – 42/F	0	0	0	Timber 100
Outdoor area – Roof, upper roof, top roof	0	0	0	Concrete tiles 100
Non-carpeted indoor area (taking 27/F as a typical floor)	18	7	47	Tiles 28

Schedule 1**Item 6 : List of lift and escalators****Arsenal House East Wing (AHEW)**

Lift No.	No. of Lift	Floor Served
L1-4	4	G/F, 1/F-6/F, R/F
L5 (Vehicle Lift)	1	1/F-5/F, R/F
L6 (Goods Lift)	1	B/F, G/F, 3/F
Total:	6 nos.	
Escalator	Nil	

Arsenal House West Wing (AHWW)

Lift No.	No. of Lift	Floor Served
L1	1	1/F-5/F
L2	1	1/F-6/F, 8/F-16/F
L3-L4	2	1/F, 6/F, 8/F-16/F
L5-L7	3	M/F, 16/F-24/F
L8-L11	4	M/F, 26/F-32/F
L12 (Goods Lift for CIB only)	1	G/F, M/F, 1/F-32/F
L13 (Goods Lift)	1	G/F, M/F, 1/F-32/F
Hydraulic Lifting Platform for the Disabled	1	G/F, M/F
Total:	14 nos.	
Escalator	2 nos.	

Arsenal House (AH)

Lift No.	No. of Lift	Zone	Floor Served
L1 - L4	4	High zone	3/F, 28/F, 36/F - 42/F
L5 - L8	4	Mid zone	3/F, 30/F - 36/F
L9 - L12	4	Mid zone	3/F, 22/F - 28/F
L13 - L16	4	Low zone	3/F, H8/F - H15/F
L17	1	Low zone	2/F, 3/F, 17/F - 20/F
L18, L19	2	Low zone	2/F, 3/F, 7/F, 17/F - 20/F
L20 (Disabled)	1	PAO	1/F, H9/F - H14/F
L21, L22	2	PAO	1/F, H9/F - H14/F
L23 (Disabled/Service)	1		B4, B3, B2, B1 - 42/F
L24 (Fireman)	1		G/F - 42/F
L25 (Fireman)	1		G/F - B4
L26 (Disabled/Fireman)	1		G/F - B4
L32 - L33	2	Low zone	B4 - H12/F
L34	1	Low zone	H1/F - H12/F
L35	1		G/F, B1, B2
Total:	30		
Escalator	24 nos.		

PAO : Public Accessible Office

Schedule 1**Item 7 : List of staircases****Arsenal House East Wing (AHEW)**

No. of Staircase	Floors reached
6	G/F to R/F
1	B/F to G/F

Total 7 nos.**Arsenal House West Wing (AHWW)**

No. of Staircase	Floors reached
2	G/F to R/F
1	8/F to 9/F
1	12/F to 15/F
1	16/F to 18/F
1	19/F to 20/F
1	21/F to 23/F

Total 7 nos.

 Denotes staircases that are excluded from daily and weekly cleansing services.

Arsenal House (AH)

Staircase serial no.	Floors reached
1	B1, G/F
2	B2, B1, G/F
3	B3, G/F
4	B4, B3, B2, B1
5	B4, B3, B2, B1, G/F
6	B4, B3, B2, B1, G/F
7	B4, B3, B2, B1, G/F
8	B2, B1, G/F
9	B4, B3, B2, B1, G/F
10	B4, B3, B2, B1, G/F
12	G/F, H-1
13	G/F, H-1, H-2
15	G/F, H-1 - H-11
16	G/F, H-1 - H-42, roof
17	G/F, H-1 - H-42, roof
18	G/F, H-1 - H-42, roof
19	H-1 - H-6
20	Roof - antenna tower
21	H-3, H-4
26	H-5, H-6

Total 20 nos.

Schedule 1**Item 8 : List of toilets and shower cubicles****Arsenal House East Wing (AHEW)**

	<u>Total</u> Number (For Internal) <u>Toilets (Group A)</u>	<u>Total</u> Number (For Public) <u>Toilets (Group B)</u>	Remarks
Male toilets including	17	2	Public toilets are located at G/F (G07 and G08) and 4/F (Room 4/004 and 4/005).
- toilet cubicles	34	4	
- urinal stalls	29	4	
- shower cubicles	17	18	
Female toilets including	11	2	
- toilet cubicles	26	3	
- shower cubicles	6	10	

Arsenal House West Wing (AHWW)

	<u>Total</u> Number (For Internal) <u>Toilets (Group A)</u>	<u>Total</u> Number (For Public) <u>Toilets (Group B)</u>	Remarks
Male toilets including	1	1	Public toilets are located at M/F.
- toilet cubicles	1	1	
- urinal stalls	2	2	
- shower cubicles	0	0	
Female toilets including	1	1	
- toilet cubicles	2	2	
- shower cubicles	0	0	

Arsenal House (AH)**Toilets (Group A)**

	Total Number (For Internal)	Remarks
Executive toilets including	4	H-3/F (1 executive toilet including 1 toilet cubicle and 1 shower cubicle) H-42/F (3 executive toilets including 9 toilet cubicles, 3 urinal stalls and 5 shower cubicles)
- toilet cubicles	10	
- urinal stalls	3	
- shower cubicles	6	
Disabled toilets	30	
Male toilets including	45	
- toilet cubicles	125	
- urinal stalls	155	
- shower cubicles	52	
Female toilets including	43	
- toilet cubicles	177	
- shower cubicles	35	

Toilets (Group B)

	Total Number (For Public)	Remarks
Disabled toilets	5	Public Toilets located at Public Accessible Office at H-10/F, H-11/F, H-12/F, H-13/F, H-14/F
Male toilets including	5	
- toilet cubicles	10	
- urinal stalls	10	
Female toilets including	5	
- toilet cubicles	10	

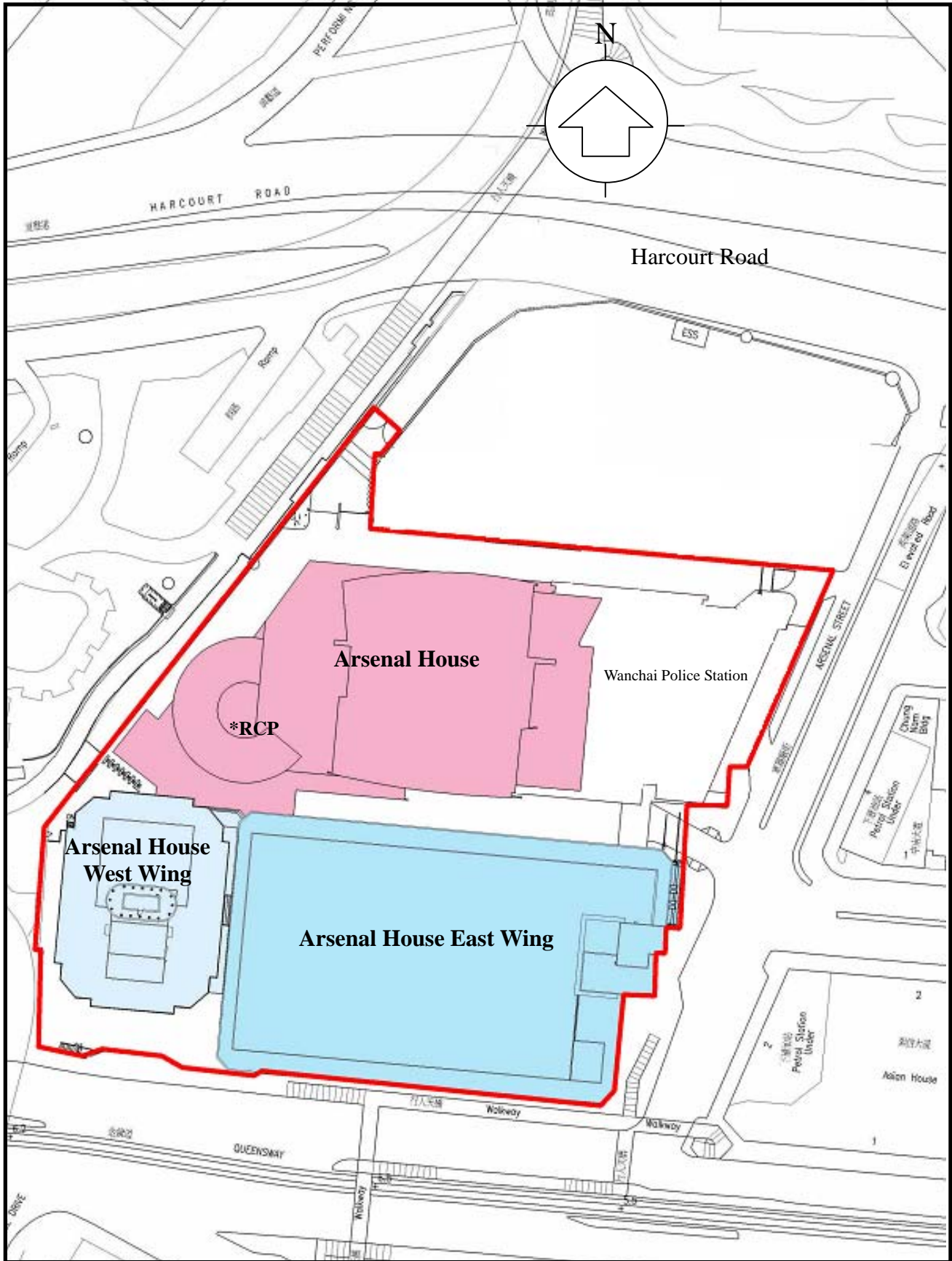
Toilets (Group C)

	Total Number (For Public)	Remarks
Disabled toilets	2	Public Toilets located at dining area at H-5/F, H-6/F
Male toilets including	2	
- toilet cubicles	6	
- urinal stalls	6	
Female toilets including	2	
- toilet cubicles	12	

Note:

Toilets located at Public Accessible Office and dining area are considered as “for public use”. The number of toilets (i.e. for public or for internal) are for reference only as the Government may have the discretion to change the usage from public use to internal use and vice versa.

Schedule 1 - Item 9: Site Plan showing the Hong Kong Police Headquarters Complex



* RCP (Refuse Collection Point)

Remark : For reference ONLY. Actual boundary should be referred to the tender document.

Schedule 2**Work Schedules and Performance Requirements for the Services**

- Item 1 Building Management Coordination Services
- Item 2 Cleaning Services
- Part A Work Schedules and Performance Requirements
- Part B Special Requirements for Cleansing of Computer Room /
 Laboratory / Specialist Equipment Room
- Part C General Specifications relating to the Methods & Materials to be
 Used
- Item 3 Labouring and Support Services
- Item 4 Security Guarding and Reception Services
- Part A General Requirements
- Part B Security Personnel Manpower Requirement at the Contract
 Venue
- Part C Schedule of Duties
- Item 5 Horticultural Services

Schedule 2

Work Schedules and Performance Requirements for the Services

Manpower Requirements for the Services

1. A Tenderer shall provide the minimum staffing requirement that can best fulfill its performance obligations under the Contract as set in Part A, Schedule 5.

Item 1 Building Management Coordination Services

1. A Tenderer's attention is drawn to Clause 18(f) of the Conditions of Contract that a Contract Representative, a BMSC(Security) and a BMSC(Cleaning and Labouring Services) are required to be appointed.
2. A Tenderer's attention is drawn to Part A of Schedule 5 that the Contract Representative shall work on A2 Shift, i.e. from 0830 to 1730 hours with one-hour meal break everyday from Mondays to Fridays except a General Holiday. The BMSC(Security) and the BMSC(Cleaning and Labouring Services) shall work on A1 Shift, i.e. from 0730 to 1630 hours with one-hour meal break everyday from Mondays to Saturdays except a General Holiday. However, they shall be in charge of the Services and shall provide effective management control and supervision of the Workers at all times during the Contract Period.

3. Contract Representative

The Contract Representative, 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 directly with the Senior Superintendent of Police of Support Bureau or his representative. The Contract Representative shall

- (a) be responsible for the overall administration of all his staff;
- (b) report to the Senior Superintendent of Police of Support Bureau or his representative on a monthly basis;
- (c) have to attend meetings with the Senior Superintendent of Police of Support Bureau or his representative as and when required;
- (d) ensure that the staff recruited to perform duties at the Contract Venue are proficient as well as physically and mentally fit in carrying out the Services;
- (e) maintain the standard of performance of his subordinates through a clear set of written and verbal orders;
- (f) maintain the conduct and discipline of the Workers to a standard which is commensurate with the status of the Contract Venue and acceptable to the Senior Superintendent of Police of Support Bureau or his representative;
- (g) provide proper and sufficient training to the Workers in order for them to effectively and efficiently carry out the Services;

- (h) ensure that prompt salary payment are made to as well as insurance and medical coverage are provided for the staff deployed at the Contract Venue;
- (i) be provided with a mobile telephone and pager at the Contractor's expense to enable contact by the Senior Superintendent of Police of Support Bureau or his representative at all times; and
- (j) be proficient in both written and spoken English and Chinese.
- (k) to report duty depending on the operational needs, may work on regular rest day, off-duty day, statutory holiday or general holiday with recompense leave.

4. BMSC (Security)

The BMSC (Security) shall assist the Contract Representative in the management of all the security guard services and related issues in the Contract Venue:

- (a) providing on-site supervision to all the security duties deployed at the Contract Venue;
- (b) ensuring a high level of security services are provided by arranging appropriate training and familiarization programs to security guards who newly take up the job;
- (c) ensuring sufficient relieving duties are available for any absent personnel;
- (d) initiating prompt disciplinary action(s) for security staff who have breached the regulations laid by the Contractor;
- (e) implementing any instructions given by the Government Representative;
- (f) maintaining close liaison with the Contract Representative and the Government Representative;
- (g) day-to-day deployment of security guards for crowd management duties held in the Contract Venue as directed by the Government Representative;
- (h) conducting enquiry into security-related incidents, occupational safety and health incidents, traffic accidents occurred in the Contract Venue and submit incident reports to the Government Representative;
- (i) co-coordinating security guard service when maintenance/repair work is required to be carried out inside offices or outside office hours; and
- (j) carrying out any other related duties as directed by the Government Representative.
- (k) to report duty depending on the operational needs, may work on regular rest day, off-duty day, statutory holiday or general holiday with recompense leave.

5. BMSC (Cleaning and Labouring Services)

The BMSC (Cleaning and Labouring Services) shall assist the Contract Representative in the management on provision of cleaning, labouring and support services in the Contract Venue:

- (a) co-ordinating the cleaning, labouring, horticultural and other support duties;
- (b) maintaining the audio-visual (AV) equipment in the Auditorium on 8/F, Multi-purpose Hall on 10/F and Ceremonial Area on 3/F Arsenal House and, with the assistance of COMMS Branch, providing support services, to the users of these

- facilities;
- (c) arranging AV support for Force ceremonies and events conducted at the Contract Venue and maintaining the AV equipment in good order;
 - (d) assisting in working-level liaison with Electrical and Mechanical Services Department (EMSD), Architectural Services Department (ArchSD) and other Government and non-Government contractors on maintenance and repair issues of the Contract Venue;
 - (e) liaising with EMSD and ArchSD for the supply of utilities, namely lighting and air-conditioning to the communal areas of the Contract Venue, and to deal with ad hoc requests regarding the same for all building users;
 - (f) conducting regular checks of the fire fighting appliances, and arranging the regular clearing of fire escape routes;
 - (g) assisting in the control and management of the cleaning gondolas and hydraulic elevated platforms;
 - (h) maintaining, issuing and receiving keys to the PABX rooms/CERs/AHU rooms/switch/service rooms and facilities;
 - (i) assisting in the erection of notices and signage within the Contract Venue related to information on maintenance, cleaning, lighting and air-conditioning;
 - (j) conducting regular checks of all electronically operated fire doors and maintaining a record of these inspections;
 - (k) liaising with users of communal facilities and provision of logistical support, as required;
 - (l) assisting in the allocation of parking spaces, issue of parking labels and other parking-related matters;
 - (m) day-to-day liaison with contractors and EMSD on matters relating to lifts and escalators operation and assisting in maintaining records of incidents of malfunction;
 - (n) assisting in the implementation of traffic plans and other logistical plans required to ensure the smooth day-to-day management of the Contract Venue;
 - (o) providing logistic support for all exercises, drills and tests conducted in the Contract Venue; and
 - (p) co-ordinating various works and matters with Support Offices of Support Wing.
 - (q) to report duty depending on the operational needs, may work on regular rest day, off-duty day, statutory holiday or general holiday with recompense leave.

Schedule 2
Work Schedules and Performance Requirements for the Services

Item 2 Cleaning Services**Part A Work Schedules and Performance Requirements**

The following work schedules and performance requirements apply to the three buildings, namely Arsenal House, Arsenal House East Wing and Arsenal House West Wing, within PHQ Complex unless otherwise specified.

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (Note 1)		Time		
			Office Areas	Public Areas	Office Areas	Public Areas	
1. Glass canopy over escalator at Harcourt Garden entrance of Arsenal House		Clean and wash		18 times in 12 months	Pre-arrange with user		● Glass canopy should be clean.
2. External glass wall outside lift lobby of Arsenal House East Wing		Clean and wash (Note 6)		6M	Pre-arrange with user		● Glass wall should be clean.
3. External curtain wall / panels		Clean and wash (Note 6)		6M	Pre-arrange with user		● External curtain wall / panels should be clean.
4. Boundary fence wall		Clean and wash		M	Pre-arrange with user		● Fence wall should be clean and free of stain and moss.
5. Floors, staircases, & landings	All types	I. Sweep and clear litter	D	<u>D</u> 2	Before 1000 hours	AM & PM	● Floors within the building should be clean and dry. Dirts and stains should be removed regularly.
		II. Damp mop & dry & buff (Note 2)	W	D	Weekday PM	PM	
		III. Scrub/wax & polish	2M	2M	Pre-arrange with user		
		IV. Strip old wax	4M	4M	Pre-arrange with user		
6. Carpets	All types	I. Vacuum clean	D	D	Before 1000 hours	AM or PM	● Carpets should be clean and dry. Dirts and stains should be removed regularly.
		II. Spot clean	W	W	Pre-arrange with user		
		III. Shampoo (Note 3)	6M		Pre-arrange with user		

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (<i>Note 1</i>)		Time		
			Office Areas	Public Areas	Office Areas	Public Areas	
7. Roof Upper Roof Top Roof	Roofs, canopies, surface channels & drains	Sweep		W	Pre-arrange with user		<ul style="list-style-type: none"> ● Areas should be clean and dry. Surface channels/drains should be clean and free from blockage by litters / waste materials. ● Stagnant water should be removed.
8. Antenna tower, plant rooms, switch rooms, meter rooms, store rooms, fan rooms, pump rooms, AHU rooms, mechanical & refuge floor, PABX rooms, computer equipment rooms, etc		Sweep		M		Weekday PM	<ul style="list-style-type: none"> ● Areas should be clean and dry. ● Computer equipment rooms shall be cleaned by vacuum cleaner upon receiving request from the user.
9. Compounds, yards, pavements, garages, carparks, loading & unloading bay, Arsenal House 3/F podium & Arsenal Street vehicle lay-by	(a) Floors and surface channels (open and covered)	I. Sweep		D		PM	<ul style="list-style-type: none"> ● Surface channels/drains should be clean and free from blockage by litters / waste materials. ● Stagnant water should be removed.
		II. Scrub		<u>M</u> 2		Weekday PM	
	(b) All cultivated areas	Clear litter and foliage		D		PM	<ul style="list-style-type: none"> ● The Contractor shall remove tyre marks on the carparks on a regular basis and as and when required.
10. Refuse Collection Point (RCP) in Arsenal House	(a) Floors & walls	I. Sweep		D		AM	<ul style="list-style-type: none"> ● Areas should be clean and dry.
		II. Hose-down & disinfect		D		AM	
	(b) Containers & hoppers	I. Empty & clean		D		AM	
		II. Wash & disinfect		D		AM	
	(c) Refuse chutes	Hose-down & disinfect		D		AM	

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (Note 1)		Time		
			Office Areas	Public Areas	Office Areas	Public Areas	
	(d) The Contractor shall deposit all refuse collected at the RCP.		$\frac{D}{2}$			AM & PM	
	(e) The Contractor shall load all refuse from RCP onto the assigned refuse collection vehicles		D			AM or PM	

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (Note 1)		Time		
			Toilets (Group A)	Toilets (Group B)	Toilets (Group A)	Toilets (Group B)	
11. Fitness room, squash courts in Arsenal House East Wing	(a) Floors	Sweep & damp mop		$\frac{D}{2}$		AM & PM	● Floor and fitness equipment should be dry and clean.
	(b) Fitness equipment	Dust and clean		$\frac{D}{2}$		AM & PM	
12. Changing rooms, Toilets (Group A) & Toilets (Group B) (Note 4)	(a) Floors	I. Sweep & damp mop	$\frac{D}{2}$	$\frac{D}{4}$	AM & PM	2 times in AM 2 times in PM	● 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. ● To avoid any embarrassment, a male worker should be employed to clean the male changing room & toilet and vice versa for the female changing room & toilet. ● The Contractor shall ensure that the cleansing service is carried out without unduly interfering with the general public. ● The Contractor shall provide notice “Cleansing work in progress 清潔進行中” to warn the public during cleaning operation.
		II. Scrub	W	W	Weekdays PM		
	(b) W.C. Pans, seats, etc.	Scrub	$\frac{D}{2}$	$\frac{D}{4}$	AM & PM	2 times in AM 2 times in PM	
		(c) Partition & dados	I. Spot clean	D	D	PM	
	II. Scrub		W	W	Weekdays PM		
	(d) Mirrors, soap dispensers and other sanitary fittings	Clean	$\frac{D}{2}$	$\frac{D}{4}$	AM & PM	2 times in AM 2 times in PM	
(e) Sanitary towel incinerators/receptacles	Empty & clean	$\frac{D}{2}$	$\frac{D}{4}$	AM & PM	2 times in AM 2 times in PM		

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (<i>Note 1</i>)		Time		
			Toilets (Group A)	Toilets (Group B)	Toilets (Group A)	Toilets (Group B)	
	(f) Toilet papers, liquid soap, and litterbin bags	Replace & replenish as and when required (<i>Note 5</i>)	<u>D</u> 2	<u>D</u> 4	AM & PM	2 times in AM 2 times in PM	<ul style="list-style-type: none"> ● 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 or sanitary fittings 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. ● Toilet papers/liquid soap should be in plenty supply. ● Degradable disposable litterbin bags should be replaced whenever replacement is considered necessary by the Government Representative and not less than once a day.

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (<i>Note 1</i>)		Time		
			Office Areas	Public Areas	Office Areas	Public Areas	
13. Toilets (Group C) and communal areas on 5/F, 6/F excluding dining areas in Arsenal House (<i>Note 4</i>)	(a) Floors	I. Sweep & damp mop		$\frac{D}{8}$		2 times in AM 3 times in PM 3 times from 6pm - 12mn	Same as the standard required in Item 12 above.
		II. Scrub		$\frac{W}{4}$	Weekdays PM		
	(b) W.C. Pans, seats, etc.	Scrub		$\frac{D}{8}$		2 times in AM 3 times in PM 3 times from 6pm - 12mn	
		(c) Partition & dados	I. Spot clean		D	PM	
	II. Scrub			W	Weekdays PM		
	(d) Mirrors, soap dispensers and other sanitary fittings	Clean		$\frac{D}{8}$		2 times in AM 3 times in PM 3 times from 6pm - 12mn	
	(e) Sanitary towel incinerators/ receptacles	Empty & clean					
(f) Toilet papers, liquid soap, and litterbin bags	Replace & replenish as and when required (<i>Note 5</i>)						

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (<i>Note 1</i>)		Time		
			Office Areas	Public Areas	Office Areas	Public Areas	
14. Office Pantries	(a) Floors	Sweep & damp mop	$\frac{D}{2}$	$\frac{D}{2}$	AM & PM		● Floors, basins, walls of pantries should be clean and in good hygiene.
	(b) Wash basins and electrical appliances	Scrub/clean	$\frac{D}{2}$	$\frac{D}{2}$	AM & PM		
	(c) Floors, walls, windows, electrical fittings, etc.	Scrub/clean	W	W	Weekday PM		
15. Escalators	(a) Side panels & handrails	Clean & polish		$\frac{D}{2}$	AM & PM		● Floors, rails, etc. of escalators should be clean and dry. ● Step tread should be scrubbed by using the requested automatic tread escalator cleaning machine.
	(b) Steps	Sweep & vacuum clean		$\frac{M}{2}$	AM & PM		
16. Lift-cars	(a) Metal/vinyl floors	I. Sweep & damp mop		$\frac{D}{4}$		2 times in AM 2 times in PM	● Floors, walls, doors, rails, etc. of lift cars should be clean and dry. ● Floors should be clean, shining and restored to its original shine.
		II. Scrub/wax & polish		$\frac{W}{2}$		Weekends PM	
	(b) Marble floors	I. Sweep & damp mop		$\frac{D}{4}$		2 times in AM 2 times in PM	
		II. Crystalization	As required	3M	As required	Weekends PM	
	(c) Walls & doors & handrails	I. clean		$\frac{D}{4}$		2 times in AM 2 times in PM	
		II. Scrub/wax & polish		W		Weekends PM	

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (<i>Note 1</i>)		Time		
			Office Areas	Public Areas	Office Areas	Public Areas	
	(d) Inner & outer door grooves	Remove dirt and rubbishes		W		Weekends PM	
	(e) Ceilings & light fittings	Clean surfaces		W		Weekends PM	
	(f) Lift pits	Sweep & extract foul water	As required		As required		● Lift pits should be clear of rubbish and water.
17. Lobbies/lift lobbies	Marble floors	I. Sweep & damp mop	$\frac{D}{2}$	$\frac{D}{4}$	1 time in AM 1 time in PM	2 times in AM 2 times in PM	● Floors should be dry and clean.
		II. Crystalization	As required	3M	As required	Weekends PM	● Floors should be clean, shining and restored to its original shine.
18. Outdoor Roof Garden on 15/F Arsenal House	(a) Floors and surface channels (open and covered)	I. Sweep		D		PM	● Surface channels/drains should be clean and free from blockage by litters / waste materials. ● Stagnant water should be removed.
		II. Scrub		$\frac{M}{2}$		Weekdays PM	
	(b) All cultivated areas	Clear litter and foliage		D		PM	
	(c) Watering of plants	Watering of plants within the boundary of the roof garden		D		D	
19. Windows, fixed lights, Louvers, etc.	(a) General	Clean glazed areas on both sides and wipe down frames & fittings	2M		Pre-arrange with user		● Windows, frames, venetian blinds and curtain should be clean.
	(b) Venetian blinds	Wipe down	2M		Pre-arrange with user		● Dirt and dust should be removed regularly.
20. Electrical fittings	(a) Light fittings	I. Clean all exteriors of fixed shades, housing and supports etc.	M		Weekend PM		● Electrical fittings should be clean. ● Dirt and dust should be removed regularly.
		II. Wash all removable diffusers, clip-louvres, shades etc.	4M		Weekend PM		
	(b) Fans, clocks, switches etc	Clean	W		Weekend PM		
21. Doors, Partitions, window-	(a) All types	I. Dust and clean	D	D	PM		● Doors, partitions, window sills, walls should be clean. ● Dirt and dust should be removed regularly.
		II. Clean/wax & polish	M	M	Weekend PM		

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (Note 1)		Time		
			Office Areas	Public Areas	Office Areas	Public Areas	
sills, and handrails	(b) Glazed areas	Clean on both sides	D	D	PM		
22. Walls and dados	All types	I. Spot clean	W	W	Weekend PM		
		II. Clean/wax & polish	$\frac{M}{2}$	$\frac{M}{2}$	Pre-arrange with user		
23. General	(a) Ash trays, litter bins, and waste paper baskets	Empty and clean	$\frac{D}{2}$	$\frac{D}{4}$	AM and PM	2 times in AM 2 times in PM	<ul style="list-style-type: none"> Dust/dirts of trays/bins/baskets should be removed constantly. Wastes should be removed regularly to avoid over-accumulation. Recyclable wastes from office floors or other venues in PHQ should be segregated and brought to RCP for onward collection by the contractor designated by the Government Representative.
	(b) Litterbin bags	Replace (Note 5)	D	D	Before 1000 hours	Before 0900 hours	<ul style="list-style-type: none"> Disposable litterbin bags should be replaced whenever replacement is considered necessary by the Government Representative and not less than once a week.
	(c) Office furniture	I. Dust	D	D	AM		
		II. Clean surfaces	D	D	AM		
	(d) Telephone set and computer accessories such as screen, keyboard, mouse etc.	Dust and clean with antiseptic material	M	M	Pre-arrange with user		
	(e) Façade, signboards, and fronting wall	I. Dust	D	D	AM		
		II. Clean/wax & polish	M	M	Weekend PM	Weekend PM	
	(f) Fixed benches and counters	I. Clean	D	$\frac{D}{2}$	AM	AM & PM	
		II. Wax & polish	W	W	Weekend PM		
(g) Notice board, display boxes and show windows	Clean glazed areas on both sides and wipe down frames and fittings	D	$\frac{D}{2}$	AM	AM & PM		

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING				STANDARD OF CLEANLINESS
			Area (<i>Note 1</i>)		Time		
			Office Areas	Public Areas	Office Areas	Public Areas	
	(h) Fire appliances and cabinets, screens, and collapsible metal gates	Clean	<u>M</u> 2	<u>M</u> 2	Weekday PM		
	(i) Air-condition & air-purifiers outlets & filters & grilles	Clean exteriors	M	M	Weekend PM		
	(j) Water dispensers	Clean exteriors and remove stagnant water	D	D	Weekend PM		
24. Support Services	All types of facilities	I. Boil water	<u>D</u> 4	<u>D</u> 4	2 times in AM 2 times in PM	2 times in AM 2 times in PM	● Boiled water should be in plenty supply.
		II. Replace & replenish the distilled water	As required		As required		
		III. Prepare / clean venue before and after meetings	As required		As required		
		IV. Prepare / clean cups and dishes before and after meetings	As required		As required		
		V. Watering of plants in indoor area	D		D		
		VI. Replace batteries of portable water tap flush detection sensors in toilets	As required		As required		
		VII. Operate machines such as gondola, hydraulic platforms etc. (<i>Note 6</i>)	As required		As required		
25. Pest Control	Office areas and all communal areas, incl. lobbies, lifts, rear staircases, public toilets, Auditorium, Multi-purpose Hall, carpark, services rooms, public access areas, RCP, etc.	I. Spray insecticide (<i>Note 7</i>) II. Place rodent bait	As required	2M	As required	Weekends	● To kill and prevent from breeding of cockroaches, ants, mosquitoes, rodents, etc.

(a) Legend

6M = Once every 6 months	2M = Once every 2 months	W = Weekly	D = Daily
4M = Once every 4 months	M = Once a month	$\frac{W}{2}$ = Twice weekly	$\frac{D}{2}$ = Twice daily
3M = Once every 3 months	$\frac{M}{2}$ = Twice monthly	$\frac{W}{4}$ = 4 times weekly	$\frac{D}{4}$ = 4 times daily

(b) Explanatory Notes

- Note 1 :* Public areas generally refer to those areas in the Contract Venue to which the public has access such as lifts, lift lobbies, staircases, entrance, waiting areas, counters and all toilets to serve the public as well as ancillary areas such as compound, roof and refuse areas. For details, please see Schedule 1.
- Note 2 :* All office areas only require weekly damp mopping to clean spillage and specific spoilage and buffing to restore the appearance of the part of floor after mopping.
- Note 3 :* Shampoo to be carried out in accordance with an approved method as detailed in Part C of Item 2 of Schedule 2.
- Note 4 :* An approved anti-bacterial detergent to be used for all cleaning services in all toilets and refuse areas. Male and female toilet on Arsenal House 19/F are required to be cleaned 6 times and 4 times a day on weekdays respectively.
- Note 5 :* The toilet papers and liquid soap will be supplied by the Department. An officer in each office will be assigned to arrange daily supplies to the cleaner. The degradable disposable litterbin bags will be supplied by the Contractor. Estimated requirements are as follows: -
- (i) 32" x 42" black plastic litterbin bags – 7000 nos. per month
 - (ii) 24" x 24" white plastic litterbin bags – 9000 nos. per month
 - (iii) 20" x 20" white plastic litterbin bags – 5000 nos. per month
- Note 6 :*
- (i) The Contractor is required to move and operate the gondolas and hydraulic platforms. The Contractor must obtain the necessary permit and licence at its own cost and observe the requirements stipulated by the Government Representative from time to time for movement and operation of the gondolas and hydraulic platforms.
 - (ii) For use of the basket self-propelled aerial hydraulic platform as defined as a motor vehicle, the Contractor should apply for a Movement Permit issued by the Transport Department for the platform. The driver of the platform should hold a 'Special Purpose Vehicle' driving licence (Class 21) while the basket operator must have been trained on its operation by the maintenance contractor and Construction Industry Council qualified.
 - (iii) As requested by the Electrical and Mechanical Services Department (EMSD), the attendance of a competent person from the gondola maintenance contractor has to be arranged to closely monitor the gondola operation during the course of the external curtain wall cleaning work. The Contractor needs to bear the attendance cost.

- (iv) Details of the maintenance contractors of the gondolas/hydraulic platforms are as follows:-
The gondola company for Arsenal House East Wing (AHEW) is Buildtech Ltd. (Address: 9/F Park Tower, 15 Austin Road, Kowloon. Telephone: 2735 9844). The gondola company for Arsenal House and Arsenal House West Wing (AHWW) is Manntech (HK) Ltd. (Address: Unit 6, 8/F, Sterling Centre, 11 Cheung Yue Street, Kowloon. Telephone: 3520 2738.)
The brand name and model of the mobile hydraulic platforms is Grove Manlift Aerial Work Platform Model P20DC S/N 26226. The authorized training course provider is Feng Yuan (China) Co. Ltd. 峰源(中國)有限公司 (Address: Unit 11, 11/F, Tins Enterprises Centre, 777 Lai Chi Kok Road, Cheung Sha Wan, Kowloon. Telephone: 2712 2181.)
- (v) The Contractor shall arrange competent person to check and certify the Fall Arrest System of the glass canopy annually.

Note 7: The Contractor will provide the insecticide.

Schedule 2**Work Schedules and Performance Requirements for the Services****Item 2 Cleaning Services****Part B Special Requirements for Cleansing of Computer Room/Laboratory/Specialist Equipment Room****(A) The cleaning requirements are as follows: -**

1. No sweeping (other than the specially impregnated mops and vacuum cleaning to the floor is allowed).
2. No water (other than that allowed in periodic cleaning quoted below).
3. No machinery (other than the special vacuum cleaner polishing machine).
4. No polish (other than that allowed in periodic cleaning quoted below).
5. No dusters (other than the specially impregnated ones).
6. No abrasives of any kind.
7. No computer machines/laboratory apparatus to be moved and only the plain surfaces cleaned.
8. Cleaning staff to wear clean overalls (clothes and shoes etc.) at all times.
9. Smoking is strictly prohibited.

(B) Schedule**1. Daily Work Schedule**

- (a) All cleaning tools should be well cleaned before the cleaning process.
- (b) Waste paper bins and heavy rubbish should be taken outside the room to be emptied.
- (c) Dust all plain surfaces of equipment, furniture, fittings, skirtings, partitions ledges, cable trunk ledges and, trolleys with washcloth. A vacuum cleaner should be used wherever there is a need.
- (d) Clean the floor with impregnated mops. Maintain and change impregnated mops according to the manufacturers recommendations.
- (e) Remove waste paper from the computer room twice a day and then remove accumulations of paper dust from these paper receptacles by means of a vacuum cleaner.

- (f) Cleaning staff should not be permitted to clean other than the plain surfaces of computer equipment. Areas containing switches, controls etc., would be cleaned by computer operators.
- (g) The paper strips in the Ancillary Machine Room should be cleaned twice a day.

2. Weekly Work Schedule

- (a) Using an impregnated duster, dust all ledges, shelves, window sills, furniture, telephones, fire equipment, table and desk tops, trolleys, all plain surfaces or equipment cabinets (normally this includes top, side and back). Under no circumstances should cleaning staff clean switch areas or the front of tape units.
- (b) Using an impregnated mop or special vacuum cleaner carefully sweep all floor areas. Care should be taken to ensure these are fully impregnated and changed frequently. On completion the mop should be taken out of the room and thoroughly vacuumed.
- (c) Replace the special dusters or clean the duster inside vacuum cleaner for use by the computer operators/laboratory staff to dust their own machines.

3. Monthly Work Schedule

- (a) All walls, glazed partitions and window sills should be dusted with a fresh impregnated mop.
- (b) Suspended flooring dust should be vacuum cleaned.
- (c) The ceiling, light-fittings and air-conditioning grilles should be thoroughly cleaned with impregnated dirt-free cloths or mops.

4. Periodic Cleaning

It may be necessary from time to time to remove stains and scuff marks from the floor area. Vacuum cleaners which are finely filtered for expelled air and complete with dust-proof bags may be used, as may scrubbing machines which incorporate an oscillating action. The use of normal type of rotary scrubbing machines is not permitted; any form of brush or machinery that is likely to disturb the air should be avoided.

5. Ad hoc Cleaning

- (a) To tidy the carton boxes or clean the floor of the rooms as requested.
- (b) In the event of illness of any epidemic nature breaking out, to conduct ad hoc cleaning services as required by the Government Representative.

6. Others

The Contractor shall provide adequate alcohol dispenser(s) or equipment as required by the Government Representative at all public entrances and exits to the Contract Venue for use.

Schedule 2

Work Schedules and Performance Requirements for the Services

Item 2 Cleaning Services

Part C General Specifications relating to the Methods & Materials to be Used

(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 will eat away 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 eat the concrete matrix away from the marble chips.

(C) White or Coloured Rubbed Grano

Sweep clean of all dust - scrub liquid detergent solution and bactericidal agents - wash down thoroughly with clean water and remove all excessive water with clean cloth.

N.B. - Avoid the use of metal brushes or wire wool.

(D) Marble

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 which is harmful to marble.

(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, benzine, 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 Architectural Services Department.

(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 1 m² 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 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, benzine 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

- (i) 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.
- (ii) 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 (iii) immediately suck up the slurry.

(iii) Steam Extraction Method - Use a fully automatic steam machine to jet heated solution of appropriately mixed water and 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 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 overwetting. A second pass may be necessary in heavily soiled areas.

(R) Escalator Tread Cleaning

Use a fully automatic escalator tread cleaning machine to remove the ground-in dirt in the step tread area with its rotating bristle brushes. The cleaning machine should include a powerful vacuuming system that picks up dust, dirt and grime easily. In the process, small

amount of appropriate cleaning chemical should be applied, e.g. special spot remover, but over-wetting or draining it to the pit area of the escalator must be avoided.

Schedule 2
Item 3 Labouring and Support Services

I. Operation Schedule

ITEM		TYPE	SERVICE	FREQUENCY	STANDARD OF SERVICES
1.	Set up venues for events such as ceremony, meetings, parades, training, courses, interviews, operations etc. (Note 1)	All types of facilities	I. Set up, dismantle & store the furniture, e.g. chairs, tables, backdrop, stage etc.	As required	<ul style="list-style-type: none"> The Labourer shall exercise most care in performing their duties and satisfactory services shall be provided.
			II. Set up, dismantle & store the equipment, including all training, sports, visual aids and communication equipment.	As required	
			III. Regulate the lighting (include floodlights) with proper control & switch on/off the lighting.	As required	
			IV. Regulate the air conditioning with proper control & switch on/off the air conditioning.	As required	
			V. Regulate the P.A. System with proper control & switch on/off the P.A. System.	As required	
2.	Inventory control	All types of facilities in Arsenal House 8/F Auditorium, 9/F AV Control Room and 10/F Multi-purpose Hall	I. Maintain and control furniture and AV/PA equipment to ensure that they are kept safe and in good working condition. II. Report any damages or irregularities to the Government Representative.	D	<ul style="list-style-type: none"> The Contract Representative or BMSC (Cleaning and Labouring Services) should perform the duty.
3.	Decoration	All types of facilities	Decorate the venues e.g. hanging up posters, notices & banners, placing plants etc. for events.	As instructed	<ul style="list-style-type: none"> The Labourer shall exercise most care in performing their duties and satisfactory services should be provided.
4.	Replace & replenish the distilled water	All water dispenser machines	Replace & replenish the distilled water for all water dispenser machines.	As required	<ul style="list-style-type: none"> Same as above
5.	Removal	All types	Removal and set up of office furniture, equipment and other heavy items.	As required	<ul style="list-style-type: none"> Same as above
6.	Carry out minor repair and maintenance, associated with the labouring and support services if	All types of facilities	I. Carry out minor repair and maintenance to office furniture & equipment.	As required	<ul style="list-style-type: none"> Same as above
			II. Replace and refix the spare parts of the facilities.		

	necessary		III. Painting of objects.		
7.	Assist the maintenance agent	All type of facilities	Direct the maintenance agents to identify the areas that require maintenance works.	D	● Same as above

II. Inspection Schedule

ITEM		TYPE	SERVICE	FREQUENCY		STANDARD OF SERVICES
1.	Inspection	All types of facilities	Conduct inspection to all facilities to see if any damages, defects or irregularities are found on electrical appliances, equipment or other structures, etc.	D	(AM & PM)	● Same as the standard required in I. Operation Schedule.
2.	Reporting	All type of facilities	Report any damages, defects or irregularities to ArchSD, EMSD and/or the Government Representative for follow-up action.	D	(As soon as possible)	● Same as above.
3.	Post-repair/replacement inspection	All type of facilities	I. Check the completed repair items reported by ArchSD, EMSD or maintenance agents and, if necessary, take further follow-up actions. II. Maintain a report to record all actions and submit it to the Government Representative for weekly inspection.	D	(AM & PM)	● The Contract Representative or BMSC (Cleaning and Labouring Services) should perform the duty.

III. Despatch Services and Store Collection / Delivery

ITEM		TYPE	SERVICE	FREQUENCY		STANDARD OF SERVICES
1.	Despatch (<i>Note 1</i>)		I. Collect and deliver stores, furniture and equipment to and from Police Stores and other venues. II. Collect and deliver office documents to and from Police Headquarters and other venues. III. Collect and deliver plants to and from designated venues.	Others as instructed D (PM) at 31/F AH		● The Labourer shall exercise most care in performing their duties and satisfactory services shall be provided.

(a) **Legend**

D = Daily

(b) **Explanatory Notes**

Note 1: The working areas for the Labourer may be outside the Contract Venue, e.g. Caine House, Hong Kong Police College, Hong Kong Auxiliary Police Headquarters, Police Stores, other venues etc.

Schedule 2

Work Schedules and Performance Requirements for the Services

Item 4 Security Guarding and Reception Services

Part A General Requirements

1. Purposes

- (a) The purposes of these Specifications for the Services are to ensure that :
- (i) A high standard of security guard services is provided to the Contract Venue.
 - (ii) The quality of the Guards shall be up to the specifications set out in the Contract.
 - (iii) The Contractor shall provide effective management control and supervision of the Guards.
 - (iv) The Contractor shall have the requisite equipment and facilities to undertake the Contract.
 - (v) The Contractor shall have the expertise and experience to competently operate the Security Control Room of the Contract Venue which houses the Security Master Central Control Stations and in turn comprise the following sub-systems namely, the integrated security management system (ISMS), security alarm and door monitoring, vehicle access control, door access control, closed circuit television (CCTV) surveillance, X-Ray security checking system and inter-communication, as well as a slave panel for the building services system.
 - (vi) The Contractor shall have the expertise and experience in the management and operation of car park facilities, including 160 numbers of mechanized two-storey vehicle stacking parking system.

2. Operation Personnel

- (a) Shift Commander/Shift Supervisor
- (i) The tenderer's attention is drawn to Part A of Schedule 5 that one Shift Commander and one Shift Supervisor are required for each of A Shift, B Shift and C Shift. Both the Shift Commander and the Shift Supervisor shall be required to take instructions from the Government Representative. They shall ensure that the duties are carried out with the required number of Guards and adequate equipment and shall carry out site checking on the attendance and performance of their staff at regular intervals as specified in the Contract.

- (ii) Each of the Shift Commander and the Shift Supervisor shall :
- have a minimum of 3 years' experience in the security profession, at least one year of which shall be in the capacity of supervisor;
 - be able to speak Cantonese and simple English;
 - be of a minimum educational standard of up to Form 3;
 - be given the authority and responsibility for site checking on the attendance and the performance of his staff. Respond to emergency calls and to turn out promptly to deal with reported incidents, and to prepare investigation reports;
 - be approved by the Government Representative; and
 - be provided at the Contractor's expense with a mobile telephone or a pager to allow contact by the Government Representative at any time.
- (iii) The names, Hong Kong Identity Card numbers and experience of the proposed Shift Commander and Shift Supervisor must be provided by the Contractor to the Government Representative for approval one week before the commencement of the Contract Period. Any Contractor's supervisory staff rejected by the Government Representative will not normally be considered for re-instatement during the remaining Contract Period. Details of the replacement supervisory staff shall be submitted to the Government Representative for approval in the same manner as herein before described.

(b) Guards

The Contractor shall provide such number of Guards to the respective locations within the Contract Venue as specified in Part B of this Item 4 of this Schedule 2 during the Contract Period. The Guards shall meet the general requirements set out in paragraph (3)(c) below.

3. Scope of Services

(a) Schedule of Duties

The Contractor shall provide a full 24-hour (including all public holidays during the Contract Period) and comprehensive security guard services at the Contract Venue to protect against fire risk, water leakage, theft and burglary, trespass by unauthorized 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 security guards on /off duty must be made available at all times. All Guards deployed at the Contract Venue shall be required:-

- (i) To patrol those areas of the Contract Venue as specified by the Government Representative no less frequently than every 2 hours (or at such other frequency specified by the Government Representative) following the route and manner to be determined or agreed by the Government Representative. Each of the Guards designated for these patrolling responsibilities shall carry out patrols on foot and

shall carry an electronic patrol system referred to in Clause 14 of the Conditions of Contract to record their patrols at various check-points of the watchman clock system to be installed within such locations of the Contract Venue as from time to time designated by the Government Representative. The patrol record shall be checked at least twice every day by the Shift Supervisor in the presence of the Government Representative. Such record shall be handed over to the Government Representative for inspection and shall hence become the property of the Hong Kong Police Force. Copies of the record may be provided to the Contractor at the standard charge rate for photocopies as determined from time to time by the Government Representative.

- (ii) To operate and control the Security Control Room at 4/F, Arsenal House within the Contract Venue, as well as all security surveillance equipment installed within the Contract Venue, including the Access Control Card System installed separately at Arsenal House West Wing. To attend to any alarm or emergency warning signals emitted by the Security Control Room or other security surveillance equipment and to carry out checks as directed by the Government Representative, who shall be the ultimate authority of the Security Control Room and all security surveillance equipment which shall remain the property of the Hong Kong Police Force.
- (iii) To man entrance barriers and to keep a register of all persons and vehicles entering and leaving the premises. Such records shall be submitted to the Government Representative for inspection on a weekly basis.
- (iv) To ensure that no unauthorized person or vehicle is permitted to enter places within the Contract Venue. The Guards shall order such unauthorized persons or vehicles to leave the grounds or buildings forthwith. If they fail to do so, the Guards shall contact the Government Representative for instruction as appropriate.
- (v) To immediately report the failure to the relevant public utility authority (a telephone list will be supplied by the Government Representative) in the event of failure of electricity or water supplies.
- (vi) To immediately report the breakdown to the relevant maintenance company (a telephone list will be supplied by the Government Representative) in the event of a lift or escalator breakdown.
- (vii) 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. Before the arrival of the firemen, the Guards shall endeavour to fight and prevent the spread of fire with fire-fighting equipment installed in the Contract Venue.
- (viii) To immediately report to the Wanchai Police Station Report Room 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 Guards shall, if possible, obtain all particulars of the persons causing the damage and assist the designated police formation in further investigation.

- (ix) To immediately report to the Government Representative all instances where any one is seen to have contravened any orders or instructions concerning the management and operation of the Contract Venue. The Government Representative will provide details of these orders and instructions.
- (x) To be responsible for regulating the vehicular movement and parking control in accordance with the instructions of the Government Representative within the Contract Venue. This includes regulating of vehicles over the access to, parking within, and egress from, the Contract Venue, and the management of all car parks within the Contract Venue, including the operation by properly trained and certified personnel of the 160 numbers of mechanized (two-storey vehicle stacking) car parking system situated at the underground car park of Arsenal House.
- (xi) 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 Guard.
- (xii) 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.
- (xiii) To report to the Government Representative any deficiencies and accumulation of rubbish or abandoned articles which cause safety or fire-hazards in the public areas.
- (xiv) In the event of a rainstorm or a No. 3 (or higher) typhoon or tropical cyclone signal 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.
- (xv) To report faulty light bulbs and lamps to the onsite contractors for arranging replacement.
- (xvi) To switch off all unnecessary lightings and electricity in the communal area.
- (xvii) To maintain on site one attendance book to record the times of arrival and departure of Guards, their names and guard numbers, and one Occurrence Book in such form to be prescribed by the Government Representative. Such record shall be submitted to the Government Representative for inspection on a weekly basis. 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.

(b) Supervision and Discipline

- (i) The Shift Commander and Shift Supervisor shall ensure that the requisite number of security guards are in attendance and carrying out their duties in a satisfactory manner. Any absence of security guards shall be recorded in the Occurrence Book by the Shift Commander or Shift Supervisor.
- (ii) The Contractor shall maintain a register of all Guards (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 Guards.
- (iii) The Contractor shall ensure that Guards from time to time provided by it behave themselves in a proper and polite manner at all times in their dealing with any member of staff of, visitors to and members of the public in the Contract Venue. Any Guard 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 service;
 - 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.

(c) Recruitment and Training

- (i) The Contractor shall ensure that all Guards provided by him to execute security duties at the Contract Venue covered by this Contract are competent and efficient employees with a knowledge of Cantonese and English 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 Guards.
- (ii) The Contractor shall recruit, subject to the vetting and agreement by the Hong Kong Police Force, only persons of high caliber and who shall comply with the following general requirements:
- 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 (Chapter 460) authorising him to carry out security work category B;
 - Be of good physique with sound physical and mental health;
 - Be of smart appearance and bearing;
 - Be of pleasant character and able to deal politely but firmly with members of staff, visitors and members of the public;
 - Be of sufficient character to investigate and challenge any suspicious incidents or persons;
 - Preferably have knowledge of fire-fighting and first-aid;
 - Have had previous experience in building security guard or similar service;
 - Preferably have ex-military or ex-police experience in service;
 - Be able to read and write Chinese and speak Cantonese, simple English and Putonghua to a degree of fluency for the satisfactory performance of their duties (at least one security guard per shift at the 3rd Floor Security Counter of Arsenal House).
- (iii) All Guards must have attended an initial training course before they are sent out for duty, and the Contractor shall provide refresher courses to the Guards during the Contract Period.
- (iv) All Guards provided by the Contractor shall carry Valid Security Guard Permits at all times while on duty (N.B. Photocopies of documents will not be accepted. The Contractor shall be registered as the employer of the Guards in their permits.)

(d) Uniform and Equipment

- (i) The Contractor shall ensure that the Guards when on duty are of smart appearance and with their hair neatly kept. The Guards shall put on proper uniform when on duty. Such uniform should be of a distinguishable design

from the Hong Kong Police uniform.

- (ii) The Contractor shall provide and maintain at his own expense a VHF portable transceiver for each security guard on duty. These transceivers shall be used by the security guards for efficient and constant communication and in emergencies. Additional sets shall be made available, as and when required.
 - (iii) The Contractor shall provide each security guard 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 No. 8 typhoon signal and above is hoisted, approved helmets shall be worn by all security guards while on duty outdoors.
 - (iv) Duty guard booths will be provided by the Hong Kong Police Force and the security guards must maintain a high standard of cleanliness and good order therein at all times.
- (e) Occupational Safety and Health

The Contractor shall comply with the Commissioner of Police's 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 Guards 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 Guards. The Contractor shall ensure that all Guards provided by it to execute security guarding and reception duties at the Contract Venue:

- (i) are properly trained, competent and efficient in carrying out the duties as stipulated in this Schedule;
- (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.

Schedule 2

Work Schedules and Performance Requirements for the Services**Item 4 Security Guarding and Reception Services****Part B Security Personnel Manpower Requirement at the Contract Venue**

Location	Shift	1 July 2016 to the end of the Contract Period	Job Title
Contract Venue	A	1	Shift Commander
	B	1	
	C	1	
Contract Venue	A	1	Shift Supervisor
	B	1	
	C	1	
Security Control Room 4 th Floor Arsenal House	A	2	Security Guard
	B	2	
	C	3	
Reception 3 rd floor Arsenal House	A	2	Security Guard
	B	2	
	C	1	
Reception 1 st floor, Arsenal House (Public Access Offices)	A	2	Security Guard
	B	2	
	C	0	
Harcourt Road Vehicle Entrance (Gate A)	A	2	Security Guard
	B	2	
	C	2	
Arsenal Street Vehicle Exit (Gate B)	A	2	Security Guard
	B	2	
	C	1	
Arsenal Street (South) Vehicle Emergency Exit (Gate C)	A	1	Security Guard
	B	1	
	C	0	
Harcourt Garden Staff Entrance (Gate D)	A	3	Security Guard
	B	3	
	C	1	

Location	Shift	1 July 2016 to the end of the Contract Period	Job Title
Arsenal House West Wing Reception (M/F)	A	2	Security Guard
	B	2	
	C	1	
Arsenal House East Wing Reception (G/F)	A	3	Security Guard
	B	3	
	C	2	
Arsenal House West Wing Goods Lift Lobby (G/F)	A	1	Security Guard
	B	1	
	C	0	
Arsenal House East Wing Lift Lobby (G/F)	A	1	Security Guard
	B	1	
	C	1	
General Patrol	A	5	Security Guard
	B	4	
	C	5	
Arsenal House Ceremonial Area (3/F)	A	1	Security Guard
	B	1	
	C	0	
Receptionists (Plainclothes *)	A	1	Security Guard
	A1	2	
	B1	1	
	C	0	
Total	A	30	
	A1	2	
	B	28	
	B1	1	
	C	19	
GRAND TOTAL		80	

Remark

One Shift Commander and one Shift Supervisor are required for each of A Shift, B Shift and C Shift in a 24-hour period throughout the Contract Period at the locations specified in Part C of this Item 4 of this Schedule 2.

- * Deployment is at the discretion of the Government Representative. Male Guards should wear suit and tie; and female Guards should wear shirt and skirt as specified in Clause 15 of the Conditions of Contract.

Schedule 2

Work Schedules and Performance Requirements for the ServicesItem 4 Security Guarding and Reception ServicesPart C Schedule of Duties

Location	Description	Title	'A' Shift 0700 to 1600 hrs	'B' Shift 1500 to 2400 hrs	'C' Shift 2300 to 0800 hrs	Security Guarding Services Required
Static Posts						
(1) Security Control Room, 4/Floor, Arsenal House	<ul style="list-style-type: none"> ● The security system for the Contract Venue comprises a number of complementary sub-systems located in the Security Control Room. ● Houses terminals for the access control, alarm, CCTV and intercom systems as well as a slave panel for the building services system ● Complementary Sub-systems: <ul style="list-style-type: none"> (a) Vehicle access control; (b) Door access control; (c) Security alarm and Door Monitoring (including Force Armoury); (d) CCTV (including Force Armoury); and (e) Intercom (communication with Wanchai Police Station Report Room; Guard Houses (Gates A, B, C& D) and Reception Desks (1/F & 3/F of Arsenal House). (Communication with Arsenal House East Wing and Arsenal House West Wing Reception Desks by telephone) 	Shift Commander	1	1	1	<p>The Shift Commander is primarily responsible for the deployment and supervision of security guards providing security coverage within the Contract Venue.</p> <p>He is responsible to the Government Representative.</p> <p>The Shift Commander will:</p> <ul style="list-style-type: none"> ● ensure that security responses are properly directed; ● check and supervise all personnel engaged in vehicle and pedestrian control, reception duties and patrol duties as frequently as possible to ensure that orders and instructions are understood and are being complied with; ● maintain records, prepare duty lists and undertake such other administrative duties as may be required; ● bring to the notice of the Government Representative any breach of discipline, discreditable behaviour, sub-standard performance or other conduct harmful to the efficient operation of security protocols; ● ensure that the security equipment is properly maintained and any irregularity or malfunctioning is reported for repair; ● ensure that appropriate actions are taken against unauthorized parking at the Contract Venue; and ● ensure the prompt report of any untoward incident or suspicious object found to the Regional

					Command and Control Centre (RCCC) HKI and the Government Representative.
		Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.		<p>The security guards deployed are to monitor and operate the equipment in the Security Control Room, on a day-to-day basis, supervised by the Shift Commander.</p> <p>They will:</p> <ul style="list-style-type: none"> ● act as security controllers to monitor and control the access control, alarm, CCTV and intercom systems as well as a slave panel for the building services system in accordance with relevant instructions; ● report promptly to the Shift Commander any irregularity or malfunctioning of security equipment for repair or maintenance, and make an entry in the appropriate log book to this effect; ● assist in the test of fire doors at the Contract Venue in accordance with relevant instructions; ● liaise with their patrolling colleagues to respond to any alarm or indication of problems observed through the monitoring of the security equipment and, liaise direct with the RCCC HKI in the event of emergency or for manpower reinforcement; ● report any untoward incident to the Shift Commander; and ● in accordance with the Shift Commander's direction, relieve other officers who are on meal breaks, on course or leave.
(2) Reception, 3/Floor, Arsenal House	<ul style="list-style-type: none"> ● Visitor's reception counter. ● Allows access to all floors in Arsenal House (except 9/F to 14/F) through lift lobby equipped with card-reader controlled doors. ● Most visitors will arrive by prior arrangement. ● Visitor's information entered prior to arrival on template of the visitor 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.		<p>The security guards deployed on reception duties will:</p> <ul style="list-style-type: none"> ● check the identity of persons who enter the Contract Venue, and handle visitors in accordance with given instructions; ● record the particulars of visitors in a log book; ● issue visitor passes to visitors, after whose bona fide identity has been established, for display during the tour of their visit; ● arrange escort of visitors when required, (it is normally the

	<p>application system and on arrival will be checked and if verified, an access card will be issued granting access to lift lobby of destination floor and allowing use of intercom on that floor.</p>			<p>responsibility of the respective police formations to provide escort for their visitors);</p> <ul style="list-style-type: none"> ● ensure that no unauthorized persons are allowed to enter into any part of the Contract Venue; and ● in accordance with the Shift Commander's direction, relieve other officers who are on meal breaks, on course or leave.
(3) Reception Counter, 1/Floor, Arsenal House (Public Access Offices)	<ul style="list-style-type: none"> ● The 9/F to 14/F of Arsenal House houses units to which the public have access and are accessible by lifts at the 1/F lobby. ● A staff entrance at the 1/F lobby controlled by turnstiles with access control system. 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The security guards deployed on reception duties will:</p> <ul style="list-style-type: none"> ● provide assistance to visitors or direct them to either Wanchai Police Station or the Public Lift Lobby for access to formations on 9/F to 14/F; and ● ensure that no visitors are allowed to enter the internal areas of the Contract Venue via 1/F lobby staff entrance.
(4) Gate A, Harcourt Rd vehicular entrance	<ul style="list-style-type: none"> ● Permits vehicular ingress only for police, staff and visitors' vehicles from Harcourt Road. ● Separate lanes are in place to segregate staff and visitors' vehicles. ● Staff and police vehicles will be issued with electronic tags operating the drop arm barriers. ● Anti-passback feature incorporated to deny multiple use of single entry tag. ● Visitors' vehicles will be subject to inspection at gate house before being directed to specific parking space. ● The gate also features an 'alternative route' for vehicles which have entered the driveway wrongly. ● Most visitors will arrive by prior arrangement. ● Visitor's information entered prior to arrival on template of the visitor application system and on arrival will be checked and if verified, an access card will be issued granting access to 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The security guards deployed on vehicle control will:</p> <ul style="list-style-type: none"> ● check all visitors' vehicles requiring access and ensure that no unauthorized vehicles are allowed to enter the Contract Venue; ● record the registration numbers of all vehicles entering the Contract Venue without bearing a Police HQ parking permit; ● direct visitors to locations where their vehicles are to be parked, and direct visitors/undesignated vehicles to a parking bay for further questioning / parking arrangements when required; ● issue visitor passes to visitors, whose bona fide identity has been established, for display during the tour of their visit; and ● in accordance with the Shift Commander's direction, relieve other officers who are on meal breaks, on course or leave.

	lift lobby of destination floor and allowing use of intercom on that floor.			
(5) Gate B, Arsenal Street vehicular exit	<ul style="list-style-type: none"> ● Gate B is the usual vehicular exit for all vehicles leaving the Contract Venue. ● A drop-arm barrier at this entry will deny ingress via this route. 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	The security guards deployed will: <ul style="list-style-type: none"> ● record the registration numbers of any vehicles leaving the Contract Venue without bearing a PHQ parking permit; ● direct all pedestrian visitors requiring access to the Contract Venue to either the 1st Floor Reception Counter of Arsenal House or Ground Floor Reception Counter of Arsenal House East Wing; ● ensure that no pedestrian visitors are allowed to enter the Contract Venue; ● ensure that vehicles use the exit road for egress purposes only; and ● in accordance with the Shift Commander's direction, relieve other officers who are on meal breaks, on course or leave.
(6) Gate C, Arsenal Street (South) [vehicle emergency exit]	<ul style="list-style-type: none"> ● Permits entry for vehicles (police and staff only) and provides emergency vehicle egress when required. ● Ingress/egress controlled by drop-arm barriers operated by vehicle-mounted electronic tags. ● Anti-passback feature incorporated to deny multiple use of single entry tag. 	Security Guard (only manned as directed by Government Representative)	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	The security guards deployed on vehicle control will: <ul style="list-style-type: none"> ● direct all visitors travelling by vehicle and requiring access to the Contract Venue to Gate A (Harcourt Road); ● ensure that no unauthorized vehicles are allowed to enter the Contract Venue; ● record the registration numbers of any vehicles which enter the Contract Venue without bearing a PHQ parking permit; ● direct visiting police vehicles to locations where their vehicles may be parked; ● ensure that vehicle use the gate for ingress purposes only (except in emergencies when it can be utilized for egress as well); ● direct all pedestrian visitors requiring access to the Contract Venue to the 1st Floor Reception Counter of Arsenal House or G/F Reception Counter at Arsenal House East Wing as appropriate; ● ensure that no pedestrian visitors are allowed to enter the Contract Venue; and ● in accordance with the Shift Commander's direction, relieve other officers who are on meal breaks, on course or leave.

(7) Gate D, Harcourt Garden staff entrance	<ul style="list-style-type: none"> ● Access for staff controlled by turnstiles operated by their staff cards. ● Most visitors will arrive by prior arrangement. ● Visitor's information entered prior to arrival on template of the visitor application system and on arrival will be checked and if verified, an access card will be issued granting access to lift lobby of destination floor and allowing use of intercom on that floor. 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The security guards deployed will:</p> <ul style="list-style-type: none"> ● issue visitor passes to visitors, whose bona fide identity has been established, for display during the tour of their visit; ● ensure that no unauthorized pedestrian visitors are allowed to enter the Contract Venue; and ● in accordance with the Shift Commander's direction, relieve other officers who are on meal breaks, on course or leave.
(8) Reception Counter, M/Floor, Arsenal House West Wing	<ul style="list-style-type: none"> ● The Arsenal House West Wing is a 32-storey building to which access is controlled by a separate access control system. 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The security guards deployed on reception duties will:</p> <ul style="list-style-type: none"> ● check the identity of persons entering the building, and handle visitors in accordance with given instructions; ● issue visitor cards; ● attend to visitor enquiries; ● ensure that no unauthorized visitors are allowed to enter the building; and ● monitor the terminals for CCTV, alarms, and slave panels of Arsenal House West Wing.
(9) Reception Counter, G/Floor, Arsenal House East Wing	<ul style="list-style-type: none"> ● The Arsenal House East Wing is a 6-storey building. ● Certain floors in this building are controlled by access control system to be maintained by individual formations. 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The security guards deployed on reception duties will:</p> <ul style="list-style-type: none"> ● check the identity of persons entering the building, and handle visitors in accordance with given instructions; ● attend to visitor enquiries; and ● ensure that no unauthorized visitors are allowed to enter the building.
(10) Reception Counter, Arsenal House East Wing Lift Lobby	<ul style="list-style-type: none"> ● Visitor's Reception Counter ● Houses terminals for CCTV, alarms, and slave panels of Arsenal House East Wing 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The security guards deployed on reception duties will:</p> <ul style="list-style-type: none"> ● check the identity of persons entering the building, and handle visitors in accordance with given instructions; ● attend to visitor enquiries; ● ensure that no unauthorized visitors are allowed to enter the building; and ● monitor the terminals for CCTV, alarms, and slave panels of Arsenal House East Wing.
(11) Staff entrance, Arsenal House West Wing G/F	<ul style="list-style-type: none"> ● There is a staff entrance at G/F goods lift lobby of Arsenal House West Wing accessible to all the floors of the building. ● Identity of visitors, 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The security guards deployed on reception duties will:</p> <ul style="list-style-type: none"> ● check the identity of persons entering the building, and handle visitors in accordance with given instructions; ● attend to visitor enquiries; and

Goods Lift Lobby	mostly for delivery of goods, are authenticated before allowing them to ascend the building.			<ul style="list-style-type: none"> ● ensure that no unauthorized visitors are allowed to enter the building.
(12) Arsenal House Ceremonial Area (3/F)	<ul style="list-style-type: none"> ● There is a visitor car park in the Contract Venue providing 6 parking spaces for police officers and members of the public who arrive by prior arrangement. ● Visitors will access to all the floors in Arsenal House (except 9/F to 14/F) through the lift lobby on 3/F where card-reader controlled turnstiles are equipped. 	Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The security guards deployed will:</p> <ul style="list-style-type: none"> ● coordinate parking of incoming visitors within the Contract Venue in accordance with the instructions of the Government Representative. This includes the parking and movement of vehicles belonging to visitors; ● attend to visitor enquiries; and ● implement special traffic arrangements as directed by the Government Representative.
2. Patrol				
		Supervisor	1	1
		Security Guard	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The Supervisors and the security guards will:</p> <ul style="list-style-type: none"> ● perform regular patrols along such routes within the Contract Venue, checkpoints of the electronic patrol system referred to in Clause 12 of the Conditions of Contract, and within those parts of the buildings at the Contract Venue as from time to time as stipulated by the Government Representative and for which each of security guard is responsible; ● ensure that no unauthorized pedestrian visitors are allowed to enter the Contract Venue; ● check all vehicles parked in the Contract Venue to ensure no unauthorized entry and parking; ● act on information provided by the Security Control Room and respond to any alarm or indication of problems produced by installed equipment; ● report promptly any untoward incident to the Shift Commander or Supervisor; ● promptly report any irregularity or malfunctioning of security equipment to the Supervisor and the Security Control Room for arranging repair or maintenance; and

				<ul style="list-style-type: none"> ● in accordance with the Supervisor's direction, relieve other officers who are on meal breaks, on course or leave.
3. Receptionist				
Various		Receptionist (Plain-clothes)	The number of security guards required for each shift is specified in Part B of this Item 4 of this Schedule 2.	<p>The plain-clothes security guards will:</p> <ul style="list-style-type: none"> ● station at reception counters or other locations (decided by the Government Representative) to answer enquiries and to offer assistance to visitors (including police officers, government staff and members of the public); ● re-inforce patrol duty and to attend to incidents as directed by the Shift Commander or the Supervisor; ● provide visitor escort, if needed; and ● in accordance with the Supervisor's direction, relieve other officers who are on meal breaks, on course or leave.

Schedule 2**Work Schedules and Performance Requirements for the Services****Item 5 Horticultural Services**

1. The Contractor under this Contract shall at his own expense provide a full-time Gardener, equipment, tools, transport and materials required for the performance of the horticulture maintenance services at the Contract Venue. The Government shall not, under any circumstances, furnish any staff, equipment, tools, transport and materials to the Contractor for the performance of his work under this Contract.
2. The Contractor shall provide the following: -
 - (a) Two-dozen cut flowers at the interval of three times a month at the Roll of Honour in 3/F lobby of Arsenal House.
 - (b) Thirty pots of 4 to 5-feet-tall evergreen plant put inside aesthetic outer pots throughout the Contract period at indoor lobbies of AHEW, AHWW and AH. Species of plant, pattern of outer pot and locations for placement should be approved by the Government Representative. The Contractors shall be required to replace plants and pots and change locations as necessary or instructed by the Government Representative and complete the operation within seven days of receiving such instructions.
 - (c) Ad hoc flowers for major Force functions or festivals at the interval of four times a year within the 36-month Contract Period, namely twelve (12) occasions of major Force functions or festivals. The Government Representative shall inform the Contractor the exact delivery date in order to cope with the period of the Force functions and festivals. Typical Force functions and festivals as well as the type and quantities of flowers required are as follows.
 - (i) Force Remembrance Day in October or November every year

Estimated requirement:

 - 2 large wreaths (about 60 cm diameter) and 26 small wreaths (about 35 cm diameter) in white chrysanthemums or white roses, and
 - 100 pots of flowers (about 12-inch diameter of pots).
 - (ii) Christmas in December every year

Estimated requirement:

 - 120 pots of Christmas flowers (about 10-inch diameter of pots).

(iii) Chinese New Year in January or February every year

Estimated requirement:

- 6 pots of 6-feet-tall Citrus,
- 4 pots of 4-feet-tall Citrus, and
- 120 pots of seasonal flowers / mandarin trees (about 10-inch diameter of pots).

(iv) Any Force functions or festivals during the year

Estimated requirement:

- 70 pots of seasonal flowers (about 10-inch diameter of pots).

(d) Daily horticulture maintenance services within the 36-month Contract Period for the following gardens, flowerbeds and vertical greening system:-.

- (i) Flowerbed of size 82 m² on 42/F Arsenal House.
- (ii) Flowerbed of size 395 m² on 15/F Arsenal House.
- (iii) Flowerbed of size 18 m² which is adjacent to the mezzanine floor of Arsenal House West Wing.
- (iv) Flowerbed of size 75 m² bordering along the Ceremonial Area on the 3/F of Arsenal House.
- (v) Vertical greening system of size 7 m² on G/F Harcourt Garden staff entrance.
- (vi) Vertical greening system of size 47 m² on Roof Floor Arsenal House East Wing.

3. Horticulture maintenance services at the interval of once every three months within the 36-month Contract Period include: -(a) Replacement Planting

- (i) The Contractor shall be responsible for the supply of replacement plants for the gardens, flowerbeds and vertical green walls whenever replacement planting is considered necessary by the Government Representative.
- (ii) The Contractor shall change the potted plants and potted flowers at the Contract Venue every six months or at the special arrangement made between the Contractor and the Government Representative.

(b) Irrigation

- (i) The Gardener shall water all the flowerbeds and plants within the boundary of the Contract Venue on a daily basis to ensure the satisfactory development of the plants and giving a uniform natural green appearance.

- (ii) All water points should be securely locked after watering operation.
 - (iii) Irrigation shall commence prior to the wilting point of the plants and continue so that healthy and vigorous conditions are maintained.
 - (iv) The Contractor shall check on a daily basis the irrigation system to ensure that it functions properly. The Contractor shall report any leaks in the irrigation system immediately to the Government Representative. Where possible, the relevant section of the system shall be isolated to prevent water loss.
- (c) Weeding
- (i) Any unwanted plants growing within planting areas shall be treated as weeds and shall be weeded out. Any soil removed or disturbed during the operation shall be replaced at the Contractor's own cost and firmed. Remove from site all weeds and rubbish resulting from the operations.
 - (ii) The Contractor shall be required to clear the suckers and parasitic plants as necessary or instructed by the Government Representative and complete the operation within seven days of receiving such instructions.
- (d) Pruning
- (i) The Contractor shall ensure that pruning operation will not cause damage to the nearby planting or structure. Safety measures must be taken to ensure the safety of the public. Warning signs should be put up to keep the public away from the area of services.
 - (ii) The Contractor shall be equipped with adequate machinery and safety equipment provided at its own cost and such machinery and equipment must be approved by the Government.
 - (iii) Prune all trees, shrubs and hedges to encourage bushy growth, improve flowering and remove dead damaged or crossing branches and dead flower heads. Neat and tidy cutting shall be maintained at all pruning operations.
- (e) Pruning Standard and Period
- (i) Prune and remove branches at the appropriate time of the year depending on species or instructed by the Government Representative using sharp clean implements.
 - (ii) The Contractor shall prune trees as directed by the Government Representative. Height of all cuts shall not exceed 5m above ground level. The Contractor shall remove any number of branches as required by the Government Representative.

- (iii) Pruning of hedges and shrubs shall be carried out as required or as instructed by the Government Representative.
- (f) Soil Conditioning and Mulching
- (i) The Contractor shall be responsible for the supply and application of soil conditioner(s) and mulching to the soil as and when required or as instructed by the Government Representative. The mulching should apply to a depth of 20-25mm.
- (ii) Soil conditioner shall be organic and/or inorganic material free from impurities and containing no substance injurious to plants. Organic soil conditioner shall have all the following properties:-
- pH (Hydrogen-ion concentration) between 5.0 and 7.0;
 - Moisture content of 0-20%;
 - A carbon to nitrogen ratio between 25-70
- (iii) Organic conditioner shall be Sphagnum peat moss or properly composted organic materials. If a composted organic material is use, the Contractor shall produce a certificate of analysis stating composition, pH(hydrogen-ion concentration), carbon to nitrogen ratio and moisture content for approval by the Government Representative before delivery to site.
- (g) Soil Cultivation
- (i) Cultivation shall be required to improve aeration of the upper layer of soil to a depth of 100-150mm by forking over. In the course of work, the Contractor shall take care not to disturb the roots or loosen the plants. After cultivation, all stones over 25mm diameter and debris unearthed shall be removed from site and properly disposed of. Cultivation shall be carried out as and when required or as instructed by the Government Representative.
- (h) Fertilizing
- (i) The Contractor shall be responsible for the supply and application of fertilizer to the soil at its own cost as and when required or instructed by the Government Representative.
- (ii) Fertilizer shall be supplied in sealed waterproof bags and stored off the ground and away from water and direct sunlight.
- (iii) Before application, the types of fertilizers to be used shall be approved by the Government Representative.
- (iv) Application rates and methods shall be in accordance with the manufacturer's recommendations.

(i) Pest and Disease Control

- (i) The Contractor shall prevent and eradicate the infestation and infection of pests and diseases problems on plants by physical, biological and chemical means.
- (ii) The Contractor shall identify the pest and disease and select the proper control method. When chemical method is engaged, only equipment and chemicals approved by the Government Representative shall be used and only trained personnel employed by the Contractor shall be assigned to carry out the services. Detail records of each operation should be made and submitted to the Government Representative for record purposes.
- (iii) During the execution of chemical pest control method, the Contractor shall check the site and the prevailing weather condition to determine if it is suitable for the operation to be conducted safely. The Contractor shall ensure that the site is suitably cordoned off and warning notice is displayed to keep off people and animals when chemical is applied. The Contractor shall also display a warning notice at the site after operation indicating that pest control chemical has been applied.
- (iv) The Contractor shall ensure that the personnel assigned to carry out the chemical pest control is equipped with and wear the proper protective clothing and working gears during each operation.
- (v) The Government Representative shall not be liable for any public claims due to negligence on the Contractor's part in the operation.

(j) Security of Tree Stakes and Tree Ties

- (i) The Contractor shall be responsible for the security of tree stakes and tree ties throughout the Contract period particularly after heavy rain and/or wind.
- (ii) The Contractor shall replace at its own cost all broken, damaged or otherwise unsatisfactory tree stakes and tree ties.
- (iii) Any tree ties which are causing chafing or abrasion of the plant shall be adjusted.

(k) Remedial Works

- (i) The Contractor shall submit a damage report to the Government Representative within 3 hours after the lowering of Tropical Cyclone Warning Signal No. 8 or upon the discovery of damage however caused.

- (ii) The Contractor shall be responsible for providing labour required for remedial works as a result of damage from inclement weather or from other causes including but not limited to vandalism and fire. Such remedial works shall include pruning of damaged or broken branches, sealing wounds, re-staking of leaning plants, cleaning and removal of broken and cut branches from site. All remedial operations shall be finished within three working days from the day of the sustained damage.
 - (iii) If the Contractor is unable to finish the remedial works within the three-day period, the Contractor shall submit a schedule of remedial works with a proposed date for completion for the Government Representative's approval.
- (l) Collection and Disposal of Refuse within the Contract Venue
- (i) The Contractor shall be responsible for the picking up and removal of refuse and cleansing in the Contract Venue to the satisfaction of the Government Representative.
 - (ii) To be in line with the Government's appeal to reducing pressure on landfills, the Contractor shall properly treat the green waste resulting from horticultural maintenance practices or cutting operations by adopting a more environmental conservation approach, e.g. self-decomposition.
 - (iii) The Contractor shall not cause damage to the planting in the Contract Venue when carrying out cleansing duties.
 - (iv) The Contractor shall strictly prohibit its employees or agents from sweeping or dumping the refuse onto the adjoining pavement, channels or gullies, or other areas or sites at which refuse dumping is not allowed.
 - (v) The Contractor shall promptly perform clearing up duties in the Contract Venue apart from normal horticultural maintenance after the lowering of Tropical Cyclone Warning Signal No. 8 or the cessation of the effect of rainstorm and thunderstorm.
- (m) Cleansing of Contract Venue
- (i) The Contractor shall be responsible for the cleansing of paths, pavements, steps and other open space areas within the Contract Venue to the satisfaction of the Government Representative. The Contractor shall promptly perform the cleansing duties in the Contract Venue apart from normal horticultural maintenance after the lowering of Tropical Cyclone Warning Signal No. 8 or the cessation of the effect of rainstorm and thunderstorm.
- (n) Indoor Plants Cleaning

- (i) The Contractor shall clean all the indoor plants (potted plants and plants in the indoor planter) including the pots and the leaves and apply fertilizer.
- (o) Site Inspection
- (i) The Contractor shall conduct inspection on a daily basis to ensure that:-
- the plants, gardens or flowerbeds are properly maintained, kept clean and tidy; and
 - all features and general conditions of the plants, gardens or flowerbeds are in good standard of maintenance.
- (ii) The Contractor shall conduct inspection to all the plants, gardens or flowerbeds before and immediately after an 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 remedial actions immediately.
- (iii) The Contractor shall, upon request by the Government Representative, appoint a representative to accompany the Government Representative or any other person authorised by him to inspect the plants, gardens or flowerbeds from time to time. The Government Representative will give one day's advance notice to the Contractor prior to such inspection.

Schedule 3
Price Proposal and Payment Discount

1. Monthly Rated Services

Item	Description	Monthly Rate (HK \$)	No. of months	Total Amount (HK\$)
(a)	<u>Building Management Coordination Services</u> Including provision of one full-time Contract Representative, one full-time BMSC (Security) and one full-time BMSC (Cleaning and Labouring Services)			
(b)	<u>Cleaning Services</u> Provision of Cleaners (excluding BMSC (Cleaning and Labouring Services)), uniform, equipment, tools, cleaning materials, chemicals etc.			
(c)	<u>Cleaning Services</u> Supply of degradable disposable litterbin bags: (i) 32" x 42" black plastic litterbin bags – 7000 nos. per month (ii) 24" x 24" white plastic litterbin bags – 9000 nos. per month (iii) 20" x 20" white plastic litterbin bags – 5000 nos. per month			
(d)	<u>Cleaning Services</u> Cleaning of glass canopies over escalator at Harcourt Garden entrance of Arsenal House.			
(e)	<u>Labouring and Support Services</u> Provision of Labourers (excluding one full-time BMSC (Cleaning and Labouring Services)), uniform, equipment, tools, materials etc.			
(f)	<u>Security Guarding and Reception Services</u> Provision of Shift Commanders, Shift Supervisors and Guards (excluding one full-time BMSC (Security)), uniform, equipment, tools, materials etc.			
(g)	<u>Horticultural Services</u> Provision of (i) one full-time Gardener, uniform, equipment, tools, materials, etc. (ii) two-dozen cut flowers at the interval of <u>three times a month</u> is required at the Roll of Honour in 3/F lobby of Arsenal House; and (iii) thirty pots of 4 to 5-feet-tall evergreen plant put inside aesthetic outer pots throughout the Contract period at indoor lobbies of AHEW, AHWW and AH.			

	Total Monthly Rate (Items a + b + c + d + e + f + g) :		x 36	HK\$_____ (A)
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2. Piece Rated Services

Item	Description	Rate per job (HK \$)	No. of jobs	Total Amount (HK\$)
(h)	<u>Cleaning Services</u> The following are required at the interval of once every <u>six</u> months within the 36-month Contract Period: - (i) Cleaning of external curtain wall & panels of Arsenal House, Arsenal House East Wing and Arsenal House West Wing; (ii) Cleaning of external glass wall outside lift lobby of Arsenal House East Wing; and (iii) Cleaning of external glass wall of the 2/F footbridge between Arsenal House and Arsenal House East Wing.		x 6	HK\$_____ (B)
(i)	<u>Horticultural Services</u> Provision of ad hoc flowers for major Force functions or festivals at the interval of <u>four times a year</u> within the 36-month Contract Period.		x 12	HK\$_____ (C)

3. Tenderers please quote :

Additional Workers (estimated 2,000 hours in 36 months) :

	<u>Hourly Rate</u> (Note 1)		<u>Total Amount</u>
Cleaner	HK\$ _____	x 2,000 hours	HK\$_____ (D)
Guard	HK\$ _____	x 2,000 hours	HK\$_____ (E)
Labourer	HK\$ _____	x 2,000 hours	HK\$_____ (F)
Gardener	HK\$ _____	x 2,000 hours	HK\$_____ (G)

Note 1 : The hourly wage payable to a Cleaner/Guard/Labourer/Gardener shall not be less than:-

Proposed Monthly Wage for Cleaner/Guard/Labourer/Gardener in Part B of Schedule 5 ÷ 8 (hours) ÷ 31 (days)

Monthly Rate for Additional Workers :

	<u>Monthly Rate</u>
Cleaner	HK\$ _____
Guard	HK\$ _____
Labourer	HK\$ _____

Gardener	HK\$ _____
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4. **Total Estimated Value of the Contract =**
(A) + (B) + (C) + (D) + (E) + (F) + (G) = HK\$ _____

5. Payment Discount

- (a) Please indicate in the space provided below what discount they would allow on the tendered prices if payment is made in full within:
- (i) **14** clear working days from date of receipt of invoice or from _____% date of acceptance of Services, whichever is the later : discount.
- (ii) **28** clear working days from date of receipt of invoice or from _____% date of acceptance of Services, whichever is the later : discount.
- (b) Please insert the word “NIL” in the space provided above if they are not prepared to offer any payment discount.
- (c) Please note 14 or 28 clear working days’ period for payment discount should be calculated from (excluding Saturday, Sunday or Public Holiday) the date of receipt of invoice or the date of acceptance of services, whichever is the later.
- (d) Any prompt payment discount offered by a Tenderer will NOT be taken into consideration in the tender price assessment.

Authorized Signature &
Company Chop

: _____

Name of Person Authorized
to Sign (in Block Letters)

: _____

Name of Tenderer in English
(in Block Letters)

: _____

Remarks : Please put the documents of Schedule 3 in the correct envelope in accordance with Clause 4 of the Terms of Tender.

Schedule 4**Equipment****Proposal on Equipment subject to Specified Minimum Number and Type of Equipment**

	Description of Equipment	Minimum Requirements (No.)	Tenderer's Proposed No.
I. Cleansing equipment required under the Contract	(a) Carpet shampoo combination machine	6	
	(b) Mobile hydraulic platform for performing item (h) in Part 1 of Schedule 3	1 set	
II.	(c) Aluminium scaffolding (capable of reaching 11 metres)	1 set	
	(d) Water suction machine	3	
	(e) High pressure cleaning unit	2	
	(f) Power sweeper	1	
	(g) Portable vacuum cleaner	50	
	(h) Electric floor drying machine	4	
	(i) Portable scrubbing machine	4	
	(j) Ladder, retractable reaching up to at least 6 metres	3	
	(k) Trolley	6	
	(l) Automatic escalator tread cleaning machine	1	
	(m) Warning signs with stand: "Work in progress", "Caution!", "Wet floor", "Work in progress overhead", etc. in English and Chinese characters.	sufficient quantities	
(n) Ancillary equipment: telescopic poles, rubber, hoses, anti-bacterial detergent, disinfectant, plastic hand gloves etc.	sufficient quantities		

	Description of Equipment	Minimum Requirements (No.)	Tenderer's Proposed No.
III. Other equipment required under the Contract	(o) Electronic Patrol System and related accessories (Note 1)	sufficient quantities	
	(p) Walkie-talkies, torches, batons, safety helmets, raincoats, VHF portable transceiver etc. (Note 2)	sufficient quantities	
IV. Other relevant equipment proposed by Tenderer	Please specify: (use separate sheet if necessary)		

Note : (1) Please provide catalogues together with full information on the make, model and specifications of Electronic Patrol System for Government's reference. The general specifications required by Government for such a system are set out in Clause 14 of the Conditions of Contract.

(2) Please provide catalogues and specifications of the walkie-talkie and VHF portable transceiver for approval by the HKPF.

Remarks, if any:

Authorized Signature &
Company Chop

: _____

Name of Person Authorized
to Sign (in Block Letters)

: _____

Name of Tenderer in English
(in Block Letters)

: _____

Schedule 5

Part A Manpower Requirements for the Services

Post of Staff	A1 Shift (Note 3)	A Shift (Note 3)	B Shift (Note 3)	C Shift (Note 3)	A2 Shift (Note 3)	B1 Shift (Note 3)
	Minimum Staffing Requirement (No.) (Note 1)	Minimum Staffing Requirement (No.) (Note 1)	Minimum Staffing Requirement (No.) (Note 1)	Minimum Staffing Requirement (No.) (Note 1)	Minimum Staffing Requirement (No.) (Note 1)	Minimum Staffing Requirement (No.) (Note 1)
Contract Representative (Notes 2 & 3)					1	
Building Management Services Coordinator (Security) (Notes 2 & 3)	1					
Building Management Services Coordinator (Cleaning and Labouring Services) (Notes 2 & 3)	1					
Cleaner	Men (Note 3)	7	1	2		
	Women (Note 3)	7	1	2		
	Men / Women (Note 3)	52 (58) (Note 5)	2	2		
Labourer	Men / Women (Note 3)	24				
	Gardener (Note 3)	1				
Shift Commander (Notes 3 & 4)		1	1	1		
Shift Supervisor (Notes 3 & 4)		1	1	1		
Guard (Notes 3 & 4)	2	28	26	17	0	1
TOTAL	95 (101) (Note 5)	34	34	19	1	1

Note 1 : All numbers indicated in Part A indicate posts which require to be made available for use **daily** except otherwise specified during the working shifts and working hours specified.

Note 2 : The Tenderer's attention is drawn to Clause 18(f) of the Conditions of Contract that a Contract Representative, a BMSC (Security) and a BMSC (Cleaning and Labouring Services) are required to be appointed. The Contract Representative,

the BMSC (Security) and the BMSC (Cleaning and Labouring Services) shall work on an 8-hour (net) daily basis but each of them shall be in charge of the Services at all times during the Contract Period.

Note 3 : The periods of A Shift, A1 Shift, A2 Shift, B Shift, B1 Shift and C Shift apply to the Contract Representative, the BMSC (Security), the BMSC (Cleaning and Labouring Services) and Workers and other posts of staff as may be proposed by the Tenderer in the table in Part A.

Note 4 : Guards must be holders of permits issued under the Security and Guarding Services Ordinance (Cap. 460) (which authorise them to carry out security work category B (as specified in these permits)).

Note 5 : The number of cleaner in bracket shall cover the period from 1 July 2016 to 30 September 2016.

Part B Proposal on Monthly Wages and Allowable Daily Maximum Working Hours

1. A Tenderer must propose in the given spaces below a monthly wage rate and the basis on which such wage rate is calculated. The monthly wage rate proposed must comply with the requirements set out in the Standard Employment Contract and the accompanying Guidance Notes in Annexure A.

2. Any wage proposal lower than the “SMW plus rest day pay rate” will amount to a counter-proposal on the part of the Tenderer and may render its tender to be disqualified by the Government in accordance with clause 29(a)(Counter-Proposals and Negotiations) of the Terms of Tender.

3.1 By way of illustration, the monthly wage payable to a Cleaners shall not be less than HK\$8,060, calculated on the basis of –

- (i) [31] days per month (i.e. [27] normal working days plus [4] paid rest days¹);
- (ii) [6] normal working days per week;
- (iii) [8] hours² a day; and
- (iv) HK\$32.5 per hour³.

[31 days x 8 hrs x HK\$32.5 = HK\$8,060].

3.2 By way of illustration, the monthly wage payable to a Guards shall not be less than HK\$8,060, calculated on the basis of –

- (i) [31] days per month (i.e. [27] normal working days plus [4] paid rest days¹);
- (ii) [6] normal working days per week;
- (iii) [8] hours² a day; and
- (iv) HK\$32.5 per hour³.

[31 days x 8 hrs x HK\$32.5 = HK\$8,060].

3.3 By way of illustration, the monthly wage payable to a Labourers shall not be less than HK\$8,352, calculated on the basis of –

- (i) [31] days per month (i.e. [27] normal working days plus [4] paid rest days¹);
- (ii) [6] normal working days per week;
- (iii) [8] hours² a day; and

¹ A Tenderer must allow one paid rest day for every period of seven days.

² The number of hours means working hours plus meal break, if paid.

³ The statutory minimum hourly wage is HK\$32.5 as at the date of this invitation.

(iv) HK\$32.5 per hour³.

[31 days x 8 hrs x HK\$32.5 = HK\$8,060].

3.4 By way of illustration, the monthly wage payable to a Gardeners shall not be less than HK\$9,064, calculated on the basis of –

- (i) [31] days per month (i.e. [27] normal working days plus [4] paid rest days¹);
- (ii) [6] normal working days per week;
- (iii) [8] hours² a day; and
- (iv) HK\$32.5 per hour³.

[31 days x 8 hrs x HK\$32.5 = HK\$8,060].

Type of Staff	Proposed Monthly Wages	Allowable Daily Maximum Working Hours
Cleaner	HK\$ _____	The Contract Representative, the BMSC (Security), the BMSC (Cleaning and Labouring Services) and all Workers shall not work for more than eight (8) working hours in any twenty-four (24) hour period unless with the prior written consent of the Government Representative.
Guard	HK\$ _____	
Labourer	HK\$ _____	
Gardener	HK\$ _____	

The above proposed monthly wages should be calculated on the basis of thirty-one (31) days per month, one paid rest day for every period of seven (7) days, six (6) normal working days per week and eight (8) hours a day².

Authorized Signature &
Company Chop

: _____

Name of Person Authorized
to Sign (in Block Letters)

: _____

Name of Tenderer in English
(in Block Letters)

: _____

Schedule 6
Proposals on Management Plan, Work Plan,
Quality Assurance and Transition Plan, Contingency Plan and Safety Plan

(a) Management Plan

(b) Work Plan

(c) Quality Assurance and Transition Plan

(d) Contingency Plan

(e) Safety Plan

Schedule 7

Part A Experience of the Tenderer and the Contract Representative

1. Past Experience of the Tenderer in Provision of Cleaning and Security Services

Please provide information on contracts **in the past ten years prior to the Tender Closing Date** in the provision of (a) cleaning; and (b) security services concurrently under the same contract, including the contract periods, client names, value of the contracts and other information listed below **with supporting documents**.

Contract Periods (Month/Year)	Client Names	(i) Contract value per annum (HK\$); and (ii) Percentage of cleaning and security services in the contract value (%)	Were the services provided to premises in one single location with gross floor area of not less than 80,000m ² ? (Please give "Yes" or "No" answer.)	Was the contract terminated due to the Tenderer's default? (Please give "Yes" or "No" answer. If yes, please also provide details.)	# Referees with Address, Tel. & Fax. No. for Contractual Cleaning and Security Services (in Private Organizations and Other Government Departments)

2. Past Experience of the Contract Representative in Managing Contract(s) of Cleaning and Security Services

Please provide information on experience of the Contract Representative in managing contract(s) of (a) cleaning; and (b) security services provided concurrently under the same contract **in the past ten (10) years prior to the Tender Closing Date**, including the periods of experience, company names and client names **with supporting documents**.

Name of Contract Representative: _____

Periods of Experience (Month/Year)	Company Names	Client Names

- # (a) I/We hereby authorize the Hong Kong Police Force to obtain information from the referees and give consent for the referees to release and provide information to the Hong Kong Police Force as regards to my/our record of performance concerning the contractual cleaning and security services listed in this Schedule.
- (b) I/We hereby declare that all information given in the above table and any additional sheets attached hereto are correct. I/We agree that, if any of such information is found to be incorrect, my/our tender will score no mark in the relevant claim of experience.

Authorized Signature &
Company Chop : _____

Name of Person Authorized
to Sign (in Block Letters) : _____

(in Block Letters) : _____
Name of Tenderer in English

Schedule 7**Part B Quality Management Accreditation**

Please provide details of any relevant valid quality management accreditation such as ISO 9001 or 14001 or OHSAS 18001 of the Tenderer in the provision of the Services.

Date Obtained	Particulars of Relevant Qualification in Quality Management	Validity Period of the Qualification

Note : Please attach documentary proof of the claimed quality management accreditation to support the relevant claims.

Authorized Signature &
Company Chop : _____

Name of Person Authorized
to Sign (in Block Letters) : _____

Name of Tenderer in English
(in Block Letters) : _____

Schedule 7**Part C Statement of Convictions or No Convictions**

1. For the five-year period immediately preceding the Tender Closing Date, we *do not have any/have the following conviction with respect to the offences under the relevant Ordinances as listed out at Clause 3(a)(i) of the Terms of Tender Appendix 1 in relation to our performance in any Government or private contract.

Please provide details of offence, if any, in the below table.

Date of Offence	Particulars of Offence	Date of Conviction	Offence/Regulation Breached	Conviction and Date when Appeal / Review is expected to be heard

(Use separate sheets if required.)

2. I/We hereby declare that all information given above and additional sheets, if any, attached hereto are true and correct.
3. I/We hereby authorize the HKPF to obtain information from all Government departments and give consent to the Government departments concerned to release and provide the documents or information in relation to any of my/our conviction of offences under the relevant Ordinances as listed out in Clause 3(a)(i) of the Terms of Tender Appendix 1 for the purposes of assessment of my/our tender in this tender evaluation and subsequent management of the Contract.

Authorised Signature

& Company Chop: _____

Name of Person Authorized to Sign: _____

(in Block Letters) _____

Name of *Tenderer / Participant

/ Shareholder ^{Note 1} in English: _____

Tel No. : _____

Fax No.: _____

Date : _____

Note 1: A separate statement should be made by each Participant and Shareholder.

(*Please delete as appropriate.)

Schedule 8
Information on Tenderer

Please provide the following information:

- 1. (a) Name of the Tenderer, in English and Chinese, (**registered Name of Company**) and address of its registered office.

- (b) If the Tenderer is a company incorporated or registered under the Companies Ordinance (Cap. 32), a copy of the registration document.

- (c) Length of business experience.

- (d) Shareholders of the Tenderer or if applicable, Participants of the Tenderer.

- (e) Names and residential addresses of each director of the Tenderer.

- (f) A copy of the Memorandum and Articles of Association, Certificate of Incorporation, and any other corporate document evidencing business status.

- (g) A copy of the current Business Registration Certificate. The Certificate should bear a machine printed line to show that full registration fee has been paid.

- (h) A copy of a valid security company licence issued under Security and Guarding Services Ordinance (Cap. 460) in the name of the Tenderer.

- 2. Present Business:

3. The Particulars of the Tenderer: (Please attach copies of the latest audited or certified financial statements of the company.)

- (a) Year of incorporation: _____
- (i) Shareholding: _____
- (ii) If a subsidiary company,
name of parent company: _____
- (b) No. of Staff : _____
- (c) Liability: _____ (as at _____)
- (d) Capital:
- (i) Authorised Capital: _____ (as at _____)
- (ii) Issued Capital: _____ (as at _____)
- (iii) Paid up Capital: _____ (as at _____)
- (e) Net worth (i.e. Total assets -- Liabilities):
- HK\$ _____ (as at _____)

4. Please complete the following :

If our tender is accepted, we shall elect, pursuant to Clause 39 of the Conditions of Contract to deposit with The Government of the Hong Kong Special Administrative Region, within fourteen (14) days after the despatch of a fax or a letter of acceptance by the Government to us, or at such time as shall be directed by the Government Representative, a sum equivalent to two percent (2%) of the total estimated value of the Contract as security for the due and faithful performance of the Contract-

* (a) in cash, or

* (b) in the form of a banker's guarantee set out in Schedule 9 approved by the Government Representative and issued by a bank in Hong Kong (which is approved by the Government Representative and holds a valid banking licence granted under the Banking Ordinance (Cap. 155)) and shall remain valid until in accordance with Clause 39 (b) of the Conditions of Contract.

**Delete where inapplicable. In the event that the Contractor fails to elect which method of providing a Contract Deposit he prefers, it will be assumed that the Contractor will deposit cash with the Government.*

5. Details of the Contractor's bank account

- (a) Banker's Name: _____
- (b) Banker's Address: _____
- (c) Account Holder's Name: _____
- (d) Bank Account No.: _____

6. Information on the Employees' Compensation insurance policy effected by the Tenderer for its employees: -

Policy No.: _____

Name of Insurance Company: _____

Period covered by the Policy: _____

7. Please provide contact in the event of any queries relating to the tender offer

Name of contact person: _____

Telephone No.: _____

Fax No.: _____

8. All notices and correspondence shall be sent to the following address:

Address: _____

Attn.: _____

Signed by an authorized signatory
for and on behalf of the Tenderer: _____

Name of person authorized to sign Tender
for and on behalf of the Tenderer: _____

Name of Tenderer in English: _____

Name of Tenderer in Chinese: _____

Tel No.: _____ Fax No.: _____ Date: _____

Schedule 9

Form of Banker's Guarantee

THIS GUARANTEE is made the day of
BETWEEN, a bank within a meaning of
 of....., a bank within a meaning of
 the Banking Ordinance Cap. 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 made
 between of (hereinafter called the "Contractor") of the one part and the
 Government of the other part (designated as Police Headquarters Contract No. PHQ 2016),
 the Contractor agreed and undertook to provide the Services to the Government including
 the provision of Workers to perform the Services at the Contract Venue 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 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 its 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 and their obligations, terms,
 conditions, or stipulations 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 such all 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 as specified in clause 2 (a) and (b) above.
- (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 “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 assent 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 an 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 authorizes 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 seven 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 Hong Kong Police Force of 41st Floor, Arsenal House, Hong Kong Police Headquarters, No. 1 Arsenal Street, Wanchai, Hong Kong, marked for the attention of the Commissioner of Police (SEO Support), facsimile number 2200 4329;
- (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 _____.

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

* The [Common Seal/Seal] of the said)
Guarantor was hereunto affixed)
in the presence of.....)
.....)

@ Signed Sealed and Delivered)
for and on behalf of and as)
lawful attorney of the Guarantor)
under a power of attorney)
dated)
and a deed of delegation)
dated)
by)
and in the presence of.....)
.....)

* Please delete as appropriate.

@ See Powers of Attorney Ordinance (Cap. 31)

Note : When bank guarantees are executed under a 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.

Schedule 10**Part A Form of Daily Return**

Throughout the Contract Period, the Contractor shall deliver to the Government Representative the following daily return not later than 10:00 a.m. on each working day: -

Date: _____

S/N	Names of Contract Representative, BMSC(Security), BMSC(Cleaning and Labouring Services) and Workers	ID Card No.	Posts	Time In	Time Out	Signature	Absentee / Temporary Replacement
1							
2							
3							

Part B Form of Weekly Return

Throughout the Contract Period, the Contractor shall deliver to the Government Representative the following weekly return not later than 5:00 p.m. on every Friday: -

	Total Numbers of Contract Representative, BMSCs and Workers On Duty	Details of Absentee / Temporary Replacement	Services performed
Saturday (dd/mm/yy)			
Sunday (dd/mm/yy)			
Monday (dd/mm/yy)			
Tuesday (dd/mm/yy)			
Wednesday (dd/mm/yy)			
Thursday (dd/mm/yy)			
Friday (dd/mm/yy)			

Schedule 11**General Rules governing Workers**

1. All Workers may be subject to security vetting and/or integrity vetting before commencing the Services at the Contract Venue.
2. All Workers shall report duty to their Contract Representative with entries/signatories made in the form of daily return set out in Schedule 10 prior to starting work and leaving the Contract Venue after daily work.
3. All Workers employed by the Contractor for the provision of the Services shall be physically capable of executing and maintaining the Services properly and timely.
4. The Contractor shall ensure that all its Workers, employees and agents maintain the highest standard of hygiene, courtesy and consideration in performing the Services.
5. The Contractor and its Workers, employees and agents shall deal promptly and courteously with the Inspecting Officer, the general public and all others with whom they may have contact in performing the Services under the Contract.
6. The Contractor shall ensure that all its Workers, employees and agents do not smoke, consume alcoholic drink, listen to the radio, cook, sleep, lay idle or hang clothes or any articles in or around the toilets, or Government properties and they shall refrain from audio and visual entertainment and any other malpractice while they are performing the Services.
7. The Contractor's Workers, employees and agents are strictly forbidden to allow access to, or bring onto any site or location, any unauthorized persons, animals or birds during such time as their attendance is in connection with their duties under the Contract.
8. All Guards shall comply with the provisions of the Security and Guarding Services Ordinance (Cap. 460) and shall abide by and follow strictly the rules and guidelines of each relevant location of the Contract Venue.
9. All Guards deployed at the Contract Venue shall be registered in accordance with the provisions of the Security and Guarding Services Ordinance (Cap. 460) and each such Guard shall carry a permit which licenses the holder to carry out security work category B under the said Ordinance at all times whilst on duty.
10. All supervisors/senior guards deployed at the Contract Venue must be able to read and write Chinese, and the Guards deployed at the Contract Venue must speak fluent Cantonese and simple English and shall perform their duties in a professional manner and shall be well-disciplined to the satisfaction of the Government.

Schedule 12
Green Requirements

1. Waste Recovery and Recycling Practice

- The Contractors should co-ordinate waste recycling for (including but not limited to) paper, plastics and metals. This includes the following responsibilities:
 - (i) Sort and waste recyclable waste in recycling facilities; and
 - (ii) Engage waste recycling contractors for collection of recyclable materials or facilitate the collection by Government Contractor.

2. Cleansing Products and Supplies

- The contractor should, as far as possible, use cleansing products that comply with the green specifications developed by EPD & GLD.

3. Water Saving

- Wash in a basin rather than under running water whenever practical.
- Reduce spillage by keeping water level in rinsing and washing basins to minimum.
- Report any leakage of faucets and hoses for repairing immediately.
- Use mops instead of running water hoses for cleaning floors whenever practical.

4. Energy Saving

- All powered equipment should be switched off and remove the plug from socket when not in use.
- Filters of vacuum cleaners should be changed or cleaned regularly to attain the optimal cleaning efficiency.

5. Staff Training

- All workers of the contractors shall receive regular trainings to maintain knowledge of correct procedures for equipment and techniques used to maintain environmental standards.

**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。
- 二、 僱員由僱主聘用為_____ (職位名稱)。工作地點是_____ (限於政府服務合約編號：(註 2) _____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 3)內工作。(註 4)

三、 (甲) 僱員每星期工作_____天，每天的工作時間：(註 5)

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：

屬於工作時數。用膳時間薪酬已包括在本僱傭合約第六(甲)條款所列明的每月工資內；(註 6)

不屬於工作時數。用膳時間薪酬為每天港幣_____元，並為本僱傭合約第六(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。

- 四、 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)。

五、 除第四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六（甲）條款所列的每月工資以外的額外薪酬。
- 無薪。

六、 根據本僱傭合約第三(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四條款所列的休息日工資。(註 6)

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三(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 7)

(丙) 本僱傭合約第三(乙)條款列明不屬於工作時數的有薪用膳時間的薪酬。

(丁) 本僱傭合約第五條款所列的休班日薪酬。

(戊) 根據《最低工資條例》應獲得的任何額外報酬。(註 8)

(己) 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。

七、 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六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，包括與本僱傭合約有關而到期的任何其他須付款項，亦不得遲於僱傭合約終止後 7 天支付。

八、 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六條款應支付的任何款項，但因本僱傭合約終止而須支付的款項除外)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終止而須支付的款項（包括工資），但不得遲於合約終止後 7 天支付。

九、 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、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、產假及疾病津貼等法定權益和有關的保障。
- 十一、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。
- 十二、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。
- 十三、僱員須/毋須*遵守香港法例第 460 章《保安及護衛服務條例》之規定申領保安人員許可證。（註 9）
- 十四、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。
- 十五、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。
- 十六、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。
- 十七*、僱員之試用期為 _____ 天 / _____ 個月*。
- 十八、本僱傭合約任何一方均可根據以下情況終止僱傭合約：
- 第壹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。
- 十九、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。
- 二十、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。

廿一、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。

廿二、僱員同意僱主向_____ (採購部門之名稱)(註 10)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。

廿三、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 10)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。

僱員簽名

僱主或代表簽名

姓名：_____

姓名：_____

香港身份證號碼：_____

職位：_____

簽署日期：_____

簽署日期：_____

公司印鑑

* 請刪去不適用者

請於適當方格劃上“✓”號

附註

註 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、第三及第六(乙)條款，但必須填寫附表。

註 3：「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二條款中所指的工作地點的所屬區域範圍。

- 註 4：本僱傭合約第二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二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二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 5：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 6：(i) 本僱傭合約第六(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) 本僱傭合約第六(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三(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，根據本僱傭合約第四條款，僱員每 7 天可享有 1 天有薪休息日。
- 註 7：本僱傭合約第六(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六(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 6(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 8：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 9：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 10：如僱員受聘在多於一份政府服務合約中工作，必須在本僱傭合約第廿二及廿三條款中填寫所有有關的採購部門之名稱。

**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 11)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、第三及第六(乙)條款。)

一、僱員由僱主按下列各表內所列的職位及條件聘用。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 11)內工作。(註 12)

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	
		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： <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 13) <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四條款所列的休息日工資。(註 13)			

	(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 14)
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表 (2)	(甲)	政府服務合約編號	採購部門
		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： <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 13) <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四條款所列的休息日工資。(註 13)		
(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 14)		

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(但不包括超時工作工資)。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四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 15)

僱員簽名

僱主或代表簽名

姓名：_____

姓名：_____

香港身份證號碼：_____

職位：_____

簽署日期：_____

簽署日期：_____

公司印鑑

* 請刪去不適用者

請於適當方格劃上“✓”號

附註

註 11：「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的工作地點的所屬區域範圍。

註 12：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 13：(i) 本附表第二條款各表內的每月工資的工資率，須不低於僱主在有關政府服務合約內承諾的每月工資的工資率，或參照簽訂標準僱傭合約須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾的每月工資的工資率計算。
- (ii) 本附表第二條款各表內每月工資的工資率是以下列每月最高正常工作日加有薪休息日的日數及平均每日正常工作時數為基數計算。如根據本附表第二條款所表列，僱員的用膳時間屬於僱員的工作時數，在計算僱員每月工資時，僱員的平均每日正常工作時數須包括該段用膳時間。

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

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

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

為免生疑問，根據本標準僱傭合約第四條款，僱員每 7 天可享有 1 天有薪休息日。

- 註 14：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 13(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 15：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%。

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」)。然而，如刊載於政府統計處發表的《工資及薪金總額按季統計報告》(2010 年 12 月版本)內相關行業/職位的平均每月薪金的工資率(下稱「統計處的工資率」)比「法定最低工資加有薪休息日的工資率」高，則僱主承諾的工資率須不低於「統計處的工資率」。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及相關行業/職位的平均每月工資，請參閱《最低工資條例》附表 3 及政府統計處發表的《工資及薪金總額按季統計報告》(2010 年 12 月版本)。為免生疑問，根據本僱傭合約第四條款，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/休班日工作工資以及法定利益時，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、第三及第六(乙)條款有關工作地點、工作時間及超時工作工資和休息日/休班日工作工資，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、第三及第六(乙)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三條款關於僱員的工作時間時，僱主須同時填寫註 5 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六(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 6(ii)關於標準僱傭合約第六(甲)條款，及註 6(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 6(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： $(\text{每星期正常工作日日數} + 1 \text{ 日有薪休息日}) \times 4 \text{ (星期)} + \text{餘下星期的最高正常工作日日數} / \text{有薪休息日日數}$ 。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，如僱員為僱主在多於一份政府服務合約中工作，則只須在標準僱傭合約第六(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的數目有所變更，僱主必須遵行標準僱傭合約第二十一條款的規定，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 7,000 元，僱主另加津貼港幣 500 元，僱員之每月工資總數應為港幣 7,500 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/休班日工作工資時，應以有關月份的正常工作日日數加有薪休息日的日數為基數計算 [參考例三及例四]。在計算僱員的法定利益如假日薪酬、年假薪酬、疾病津貼和產假薪酬時，應以《僱傭條例》的規定來計算。[參考例七至例十一]

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 13 關於附表第二條款各表內每月工資的工資率所對應的每月最高正常工作日日數及平均每日正常工作時數的資料，以及僱主在有關政府服務合約內承諾每月工資的資料(有關資料必須與政府服務合約內所載的相關資料相同)。

十一、如僱員為僱主在多於一份政府服務合約中工作，其休息日工資須相等於根據該僱員在正常工作日日數所賺取的平均每日工資(不包括超時工作工資)。[參考例五]

十二、有關附表第三條款第二個方格釐訂僱員為僱主在多於一份政府服務合約中工作的每月工資，僱主和僱員可選擇以不低於附表第二條款各表內所列的每月工資中最高的工資率所釐訂的一個數額劃一計算該僱員的每月工資。如僱員需工作超逾附表第二條款各表內有關政府服務合約所列的每天工作時間或在休息日/休班日工作，僱員應獲取超時工作工資或休息日/休班日工作工資，有關的工資率須不低於根據所選擇的劃一每月工資及在該月的正常工作日日數及平均每日正常工作時數所計算出的有關工資率。[參考例六]

十三、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。

十四、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

十五、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

十六、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/休班日工作工資及法定利益等，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，僱主承諾清潔工人的每月工資為\$8,060.0 [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]。若清潔工人根據標準僱傭合約第三條款：

- 每星期工作6天，每天工作時數為8小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為**31天**
 $[6(\text{天}) + 1(\text{天})] \times 4 + 3 \text{天正常工作日/有薪休息日} = 31 \text{天}$
 該清潔工人應收取的每月工資應不低於**\$8,060.0**；
- 每星期工作5.5天，每天工作時數為8小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為**29天**
 $[5.5(\text{天}) + 1(\text{天})] \times 4 + 3 \text{天正常工作日/有薪休息日} = 29 \text{天}$
 該清潔工人應收取的每月工資應不低於**\$7,540.0**
 $[\$8,060.0 \div 31(\text{天}) \times 29(\text{天}) = \$7,540.0]$ ；
- 每星期工作5天，每天工作時數為8小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為**27天**
 $[5(\text{天}) + 1(\text{天})] \times 4 + 3 \text{天正常工作日/有薪休息日} = 27 \text{天}$
 該清潔工人應收取的每月工資應不低於**\$7,020.0**
 $[\$8,060.0 \div 31(\text{天}) \times 27(\text{天}) = \$7,020.0]$ ；
- 每星期工作6天，每天工作時數為6小時，則該清潔工人應收取的每月工資應不低於**\$6,045.0**
 $[\$8,060.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$6,045.0]$ ；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，則該清潔工人應收取的每月工資應不低於**\$9,067.5**
 $[\$8,060.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$9,067.5]$ 。

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，僱主承諾清潔工人的每月工資為\$7,440.0 [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\$30.0修訂至\$32.5，該清潔工人的工資水平應調整為\$8,060.0($\$32.5 \times 31(\text{天}) \times 8(\text{小時}) = \$8,060.0$)。根據標準僱傭合約第三條款及註6(i)，若清潔工人：

- 每星期工作6天，每天工作時數為8小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為**31天**
 $[6(\text{天}) + 1(\text{天})] \times 4 + 3 \text{天正常工作日/有薪休息日} = 31 \text{天}$
 該清潔工人應收取的每月工資應不低於**\$8,060.0**；
- 每星期工作5.5天，每天工作時數為8小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為**29天**
 $[5.5(\text{天}) + 1(\text{天})] \times 4 + 3 \text{天正常工作日/有薪休息日} = 29 \text{天}$
 該清潔工人應收取的每月工資應不低於**\$7,540.0**
 $[\$8,060.0 \div 31(\text{天}) \times 29(\text{天}) = \$7,540.0]$ ；

- 每星期工作 5 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 **27 天**
 $[5(\text{天}) + 1(\text{天})] \times 4 + 3 \text{ 天正常工作日 / 有薪休息日} = 27 \text{ 天}$
 該清潔工人應收取的每月工資應不低於 **\$7,020.0**
 $[\$8,060.0 \div 31(\text{天}) \times 27(\text{天}) = \$7,020.0]$ ；
- 每星期工作 6 天，每天工作時數為 6 小時，則該清潔工人應收取的每月工資應不低於 **\$6,045.0**
 $[\$8,060.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$6,045.0]$ ；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，則該清潔工人應收取的每月工資應不低於 **\$9,067.5**
 $[\$8,060.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$9,067.5]$ 。

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，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$8,060.0，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 **\$287.9**
 $[\$8,060.0 \div 28(\text{天}) = \$287.9]$ ；
 - 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 **\$260.0**
 $[\$8,060.0 \div 31(\text{天}) = \$260.0]$ ；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 **\$268.7**
 $[\$8,060.0 \div 30(\text{天}) = \$268.7]$ 。
- (2) 如僱員每星期工作 5 天，每天工作時數為 8 小時，每星期有 1 天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$7,020.0，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 **\$292.5**
 $[\$7,020.0 \div (28 - 4(\text{天})) = \$292.5]$ ；
 - 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 **\$260.0**
 $[\$7,020.0 \div (31 - 4(\text{天})) = \$260.0]$ ；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 **\$270.0**
 $[\$7,020.0 \div (30 - 4(\text{天})) = \$270.0]$ 。
- (3) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$8,060.0，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 **\$260.0**
 $[\$8,060.0 \div 31(\text{天})^{\#} = \$260.0]$ 。

([#]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 小時及沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$8,060.0，

- 該僱員在二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：**\$287.9** [$\$8,060.0 \div 28(\text{天}) = \287.9]；以及
 - 每小時：**\$36.0** [$\$8,060.0 \div 28(\text{天}) \div 8(\text{小時}) = \36.0]；
- 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：**\$260.0** [$\$8,060.0 \div 31(\text{天}) = \260.0]；以及
 - 每小時：**\$32.5** [$\$8,060.0 \div 31(\text{天}) \div 8(\text{小時}) = \32.5]；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：**\$268.7** [$\$8,060.0 \div 30(\text{天}) = \268.7]；以及
 - 每小時：**\$33.6** [$\$8,060.0 \div 30(\text{天}) \div 8(\text{小時}) = \33.6]。

(2) 如僱員每星期工作 5 天，每天工作 8 小時及每星期有 1 天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$7,020.0，

- 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：**\$292.5** [$\$7,020.0 \div [28 - 4(\text{天})] = \292.5]；以及
 - 每小時：**\$36.6** [$\$7,020.0 \div [28 - 4(\text{天})] \div 8(\text{小時}) = \36.6]；
- 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：**\$260.0** [$\$7,020.0 \div [31 - 4(\text{天})] = \260.0]；以及
 - 每小時：**\$32.5** [$\$7,020.0 \div [31 - 4(\text{天})] \div 8(\text{小時}) = \32.5]；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：**\$270.0** [$\$7,020.0 \div [30 - 4(\text{天})] = \270.0]；以及
 - 每小時：**\$33.8** [$\$7,020.0 \div [30 - 4(\text{天})] \div 8(\text{小時}) = \33.8]。

(3) 如僱員每星期工作 6 天，每天工作 8 小時，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$8,060.0，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**\$260.0** [$\$8,060.0 \div 31(\text{天})^{\#} = \260.0]；以及
- 每小時**\$32.5** [$\$8,060.0 \div 31(\text{天})^{\#} \div 8(\text{小時}) = \32.5]。

([#]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。)

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

例五 (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 \$8,060.0 [表(1)]和 \$8,308.0 [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**\$7,117.6**
〔 $\$8,060.0 \div 30(\text{天}) \times 10(\text{天}) + \$8,308.0 \div 30(\text{天}) \times 16(\text{天}) = \$7,117.6$ 〕；
 - 僱員的休息日工資應不低於每天**\$273.8**
〔 $\$7,117.6 \div 26(\text{天}) = \273.8 〕；以及
 - 僱員在該月的工資應不低於**\$8,212.8**
〔 $\$7,117.6 + \$273.8 \times 4(\text{天}) = \$8,212.8$ 〕。
 - 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**\$6,856.0**
〔 $\$8,060.0 \div 31(\text{天}) \times 14(\text{天}) + \$8,308.0 \div 31(\text{天}) \times 12(\text{天}) = \$6,856.0$ 〕；
 - 僱員的休息日工資應不少於每天**\$263.7**
〔 $\$6,856.0 \div 26(\text{天}) = \263.7 〕；以及
 - 僱員在該月的工資應不少於**\$8,174.5**
〔 $\$6,856.0 + [\$263.7 \times 5(\text{天})] = \$8,174.5$ 〕。
- (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 \$7,020.0[表(1)]和 \$7,236.0[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**\$6,039.7**
〔 $\$7,020.0 \div [30 - 4(\text{天})] \times 10(\text{天}) + \$7,236.0 \div [30 - 4(\text{天})] \times 12(\text{天}) = \$6,039.7$ 〕；
 - 僱員的休息日工資應不低於每天**\$274.5**
〔 $\$6,039.7 \div 22(\text{天}) = \274.5 〕；以及
 - 僱員在該月的工資應不低於**\$7,137.7**
〔 $\$6,039.7 + [\$274.5 \times 4(\text{天})] = \$7,137.7$ 〕。
 - 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**\$5,808.0**
〔 $\$7,020.0 \div [31 - 4(\text{天})] \times 11(\text{天}) + \$7,236.0 \div [31 - 4(\text{天})] \times 11(\text{天}) = \$5,808.0$ 〕；
 - 僱員的休息日工資應不低於每天**\$264.0**
〔 $\$5,808.0 \div 22(\text{天}) = \264.0 〕；以及
 - 僱員在該月的工資應不低於**\$7,128.0**
〔 $\$5,808.0 + [\$264.0 \times 5(\text{天})] = \$7,128.0$ 〕。

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

例六 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：

- (1) 如在附表第二條款各表所列的每月工資分別為：
- \$8,060.0 {每星期工作 6 天及每天工作 8 小時[表(1)]}；以及

➤ \$8,308.0 {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**\$8,308.0**。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\$8,308.0 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：

➤ \$7,020.0 {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\$8,060.0

[$\$7,020.0 \div 27(\text{天}) \times 31(\text{天}) = \$8,060.0$]；以及

➤ \$7,772.0 {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\$8,308.0

[$\$7,772.0 \div 29(\text{天}) \times 31(\text{天}) = \$8,308.0$]；

所選擇的劃一每月工資須不低於**\$8,308.0**。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\$8,308.0 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：

➤ \$7,020.0 {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\$8,060.0

[$\$7,020.0 \div 27(\text{天}) \times 31(\text{天}) = \$8,060.0$]；以及

➤ \$5,427.0 {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\$8,308.0

[$\$5,427.0 \div 27(\text{天}) \times 31(\text{天}) \div 6(\text{小時}) \times 8(\text{小時}) = \$8,308.0$]；

所選擇的劃一每月工資須不低於**\$8,308.0**。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\$8,308.0 為基數計算。

假日薪酬的計算方法

例七 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六(甲)條款的每月工資為\$8,060.0，該僱員的假日薪酬(根據《僱傭條例》)應為：

- 在緊接該假日前 12 個月內所賺取的薪酬：\$95,680.0，包括工作 301 天、52 天有薪休息日及 8 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：4 天無薪法定假日(受僱期首 3 個月內的法定假日無薪)
- 須剔除的期間及款額：4 天無薪法定假日(由於該 4 天為無薪法定假日，故須剔除的款額為「\$0」)
- 假日薪酬的款額： $[(\$95,680.0 - \$0) \div (365 - 4) (\text{天})] = \265.0 。

年假薪酬的計算方法

例八 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六(甲)條款的每月工資為\$7,540.0，5 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：\$90,480.0，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： $[(\$90,480.0 - \$0) \div (365 - 26) (\text{天}) \times 5(\text{天})] = \$1,334.5$ 。

例九 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六(甲)條款的每月工資為\$8,060.0，5 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：\$121,720.0，包括
 - 工作 301 天、52 天有薪休息日及 12 天有薪法定假日共\$96,720.0
 - 加班費\$25,000.0 (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： $[(\$121,720.0 - \$0) \div (365 - 0) (\text{天}) \times 5(\text{天})] = \$1,667.4$ 。

疾病津貼的計算方法

例十 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六(甲)條款的每月工資為\$7,020.0，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：\$83,720.0，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： $[(\$83,720.0 - \$0) \div (365 - 54) (\text{天})] \times 4(\text{天}) \times 4/5 = \$269.2 \times 4(\text{天}) \times 4/5 = \861.4 。

代通知金的計算方法

例十一 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六(甲)條款的每月工資為\$8,060.0。標準僱傭合約第十七條款列明，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：\$96,720.0，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： $[(\$96,720.0 - \$0) \div (365 - 0) (\text{天})] \times 7 (\text{天}) = \$1,854.9$ 。

Revised on 9.4.2015

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).
2. The Employee shall be employed by the Employer as _____
 (post title). The place of work is _____
 (as specified in government service contract no.: _____
 (Note 2)). If necessary, the Employer shall be allowed to deploy the
 Employee to work within _____ region
 (Note 3) under an urgent situation or on an ad hoc and limited basis in the
 course of this employment contract. (Note 4)
3. (a) The Employee shall work _____ days a week, and his/her daily
 working hours shall be: (Note 5)
 _____ 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:
 counted as hours worked and its pay has been included in the monthly wages payable
 under Clause 6(a); (Note 6)
 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 6(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.

4. 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).
5. Contractual day-off other than paid rest days as specified in Clause 4 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 6(a).
 - unpaid.
6. If the Employee works in accordance with the working hours as specified in Clause 3(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 4. (Note 6)

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 3(a) of this employment contract or on a rest day/contractual day-off. (Note 7)
 - (c) the pay for meal time if the periods of meal time as specified in Clause 3(b) are not counted as hours worked and are payable.
 - (d) the pay for contractual day-off, if any, as specified in Clause 5.
 - (e) additional remuneration, if any, in accordance with the Minimum Wage Ordinance. (Note 8)

- (f) any other sum payable to the Employee under the provisions of this employment contract or the laws of Hong Kong.
7. The wage period shall be one month. Wages (including overtime pay and other sum payable under Clause 6, 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 any other sums due in respect of this employment contract, if any) must be paid not later than 7 days after the termination of the employment contract.
 8. The Employer and the Employee agree that all wages (including overtime pay and other sum payable under Clause 6 but excluding any sum payable upon termination of this employment contract) 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 sum payable upon termination of this employment contract (including wages) by cheque not later than 7 days after the termination of the contract.
 9. 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.
 10. 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 and sickness allowance in accordance with the Employment Ordinance.
 11. 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.
 12. 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.
 13. 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 9)
 14. 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.

15. 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\$_____.
16. 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\$_____.
- 17*. The probation period of the Employee shall be _____ day(s)/month(s) *.
18. Either party may terminate this employment contract under the following circumstances:
- 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.
19. 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.
20. 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.
21. 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.
22. 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 10) for the purpose of monitoring the Employer's fulfillment of employment-related obligations under the government service contract(s).

23. 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 10) 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.

Employee's signature

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 and Clause 6(b) of this employment contract.
- Note 3: "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 2.

- Note 4: Clause 2 of this employment contract only provides for deployment of the Employee to work within the region specified in Clause 2 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 2 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 5: 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 6: (i) The wage rate of the monthly wages specified in Clause 6(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 6(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 3(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 4 of this employment contract.
- Note 7: The wage rates of overtime pay and pay for work on rest day/contractual day-off specified in Clause 6(b) of this employment contract shall not be less than 100% of the wage rates calculated using the monthly wages specified in Clause 6(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 6(ii).
- Note 8: 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 9: All employees employed to perform security work are required to obtain a permit in accordance with the Security and Guarding Services Ordinance.

Note 10: If the Employee is employed by the Employer to work under more than one government service contract, the names of all relevant procuring departments have to be filled in Clause 22 and Clause 23 of this employment contract.

Revised on 9.4.2015

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 11), this Schedule should also be completed. Clause 2, Clause 3 and Clause 6(b) of the Standard Employment Contract are not applicable and shall be left blank.)

1. The Employee shall be employed by the Employer for posts of employment terms stated in the Table(s) below. If necessary, the Employer shall be allowed to deploy the Employee to work within _____ region (Note 11) under an urgent situation or on an ad hoc and limited basis in the course of this employment contract. (Note 12)
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
		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>____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.* ;</p> <p>____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.* ; or</p> <p>____ 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:</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 13)</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 4 of the Standard Employment Contract. (Note 13)</p>		
(d)	<p>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 pay 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 14)</p>		

Table (2)	(a)	Government service contract no.	Procuring department
		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: <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 13) <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 4 of the Standard Employment Contract. (Note 13)		
(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 pay 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 14)		

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 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 4 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 15)

Employee's signature

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:

Note11: "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 12: 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 13: (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 4 of the Standard Employment Contract.

Note 14: 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 13(ii).

Note 15: 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.

Revised on 9.4.2015

**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"). However, if the wage rate of the average monthly wages for a particular industry/occupation as published in the Census and Statistics Department's Quarterly Report of Wage and Payroll Statistics (December 2010 edition) ("C&SD rate") is higher than the "statutory minimum wage plus rest day pay rate", the "C&SD rate" should be adopted. 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 and the Quarterly Report of Wage and Payroll Statistics (December 2010 edition) for details of the prescribed minimum hourly wage rate and the average monthly wages for the relevant industry/occupation. For the avoidance of doubt, the employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 4 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 and statutory benefits.
4. If the employee is employed to work under a single government service contract, Clause 2, Clause 3 and Clause 6(b) of the SEC on the workplace, working hours as well as overtime pay and pay for work on rest day/contractual day-off, 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 and Clause 6(b) of the SEC. The completed Schedule is an integral part of the SEC.
5. When filling in Clause 3 of the SEC on the working hours of the employee, the employer should also fill in Note 5 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 6(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 6(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 6(a) of the SEC, and in Note 6(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 6(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, please mark a “✓” at the second box of Clause 6(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 listed in the Schedule, the employer should comply with Clause 21 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\$7,000, and the employer pays an additional allowance of HK\$500, the total monthly wages of the employee shall be HK\$7,500.) 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 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 and 4.) The statutory benefits of the employee such as holiday pay, annual leave pay, sickness allowance and maternity leave pay, shall be calculated in accordance with the provisions of the Employment Ordinance. (Please refer to Examples 7 – 11.)
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 13 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 5.)

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 6.)

13. 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.

14. 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

15. 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

16. 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 and statutory benefits.

Determining the monthly wages

Example 1

According to the relevant government service contract, the committed monthly wages for a cleaner are \$8,060.0 (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 3 of SEC, if the

cleaner:

- works 6 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **31 days**
 $[6 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 31 \text{ days}$
 and his/her monthly wages shall not be less than **\$8,060.0**;
- 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 **\$7,540.0**
 $[\$8,060.0 \div 31(\text{days}) \times 29(\text{days}) = \$7,540.0]$;
- 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 **\$7,020.0**
 $[\$8,060.0 \div 31(\text{days}) \times 27(\text{days}) = \$7,020.0]$;
- works 6 days per week and 6 hours per day, his/her monthly wages shall not be less than **\$6,045.0**
 $[\$8,060.0 \div 8(\text{hours}) \times 6(\text{hours}) = \$6,045.0]$; 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 **\$9,067.5**
 $[\$8,060.0 \div 8(\text{hours}) \times 9(\text{hours}) = \$9,067.5]$.

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 \$7,440.0 (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 \$30.0 to \$32.5 shall be **\$8,060.0** ($\$32.5 \times 31 \text{ days} \times 8 \text{ hours} = \$8,060.0$). As per Clause 3 and Note 6(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 **\$8,060.0**;
- 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 **\$7,540.0**
 $[\$8,060.0 \div 31(\text{days}) \times 29(\text{days}) = \$7,540.0]$;
- 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 **\$7,020.0**
 $[\$8,060.0 \div 31(\text{days}) \times 27(\text{days}) = \$7,020.0]$;
- works 6 days per week and 6 hours per day, his/her monthly wages shall not be less than **\$6,045.0**

$[\$8,060.0 \div 8(\text{hours}) \times 6(\text{hours}) = \$6,045.0]$; 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 **\$9,067.5**
 $[\$8,060.0 \div 8(\text{hours}) \times 9(\text{hours}) = \$9,067.5]$.

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:

- If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off and his/her monthly wages as per Clause 6(a) of the SEC are \$8,060.0, 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 **\$287.9**
 $[\$8,060.0 \div 28(\text{days}) = \$287.9]$;
 - 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 **\$260.0**
 $[\$8,060.0 \div 31(\text{days}) = \$260.0]$; 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 **\$268.7**
 $[\$8,060.0 \div 30(\text{days}) = \$268.7]$.
- If an employee works 5 days per week and 8 hours per day, he has one contractual day-off per week and his/her monthly wages as per Clause 6(a) of the SEC are \$7,020.0, 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 **\$292.5**
 $[\$7,020.0 \div (28 - 4(\text{days})) = \$292.5]$;
 - 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 **\$260.0**
 $[\$7,020.0 \div (31 - 4(\text{days})) = \$260.0]$; 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 **\$270.0**
 $[\$7,020.0 \div (30 - 4(\text{days})) = \$270.0]$.
- If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off and his/her monthly wages as per Clause 6(a) of the SEC are \$8,060.0, 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 **\$260.0**.
 $[\$8,060.0 \div 31(\text{days})^{\#} = \$260.0]$

([#]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

- If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off and his/her monthly wages as per Clause 6(a) of the SEC are \$8,060.0,

- 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: **\$287.9** [$\$8,060.0 \div 28(\text{days}) = \287.9]; and
 - hourly: **\$36.0** [$\$8,060.0 \div 28(\text{days}) \div 8 (\text{hours}) = \36.0].
 - 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) shall not be less than:
 - daily: **\$260.0** [$\$8,060.0 \div 31(\text{days}) = \260.0]; and
 - hourly: **\$32.5** [$\$8,060.0 \div 31(\text{days}) \div 8 (\text{hours}) = \32.5].
 - 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: **\$268.7** [$\$8,060.0 \div 30(\text{days}) = \268.7]; and
 - hourly: **\$33.6** [$\$8,060.0 \div 30(\text{days}) \div 8 (\text{hours}) = \33.6].
- (2) If an employee works 5 days per week and 8 hours per day, he/she has one contractual day off per week and his/her monthly wages as per Clause 6(a) of the SEC are \$7,020.0,
- 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: **\$292.5** [$\$7,020.0 \div [28 - 4 (\text{days})] = \292.5]; and
 - hourly: **\$36.6** [$\$7,020.0 \div [28 - 4 (\text{days})] \div 8(\text{hours}) = \36.6].
 - 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: **\$260.0** [$\$7,020.0 \div [31 - 4 (\text{days})] = \260.0]; and
 - hourly: **\$32.5** [$\$7,020.0 \div (31 - 4 (\text{days})) \div 8 (\text{hours}) = \32.5].
 - 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: **\$270.0** [$\$7,020.0 \div [(30 - 4 (\text{days}))] = \270.0]; and
 - hourly: **\$33.8** [$\$7,020.0 \div [(30 - 4 (\text{days}))] \div 8 (\text{hours}) = \33.8].
- (3) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off and his/her monthly wages as per Clause 6(a) of the SEC are \$8,060.0, 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: **\$260.0** [$\$8,060.0 \div 31(\text{days})^{\#} = \260.0]; and
 - hourly: **\$32.5** [$\$8,060.0 \div 31(\text{days})^{\#} \div 8 (\text{hours}) = \32.5].

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

Example 5

- (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 \$8,060.0 [Table (1)] and \$8,308.0 [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: **\$7,117.6;**
 $[\$8,060.0 \div 30(\text{days}) \times 10(\text{days}) + \$8,308.0 \div 30(\text{days}) \times 16(\text{days}) = \$7,117.6]$
 - his/her rest day pay shall not be less than **\$273.8** per rest day ; and
 $[\$7,117.6 \div 26(\text{days}) = \$273.8]$
 - his/her monthly wages for the month shall not be less than **\$8,212.8.**
 $[\$7,117.6 + \$273.8 \times 4(\text{days}) = \$8,212.8]$
 - 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: **\$6,856.0;**
 $[\$8,060.0 \div 31(\text{days}) \times 14(\text{days}) + \$8,308.0 \div 31(\text{days}) \times 12(\text{days}) = \$6,856.0]$
 - his/her rest day pay shall not be less than **\$263.7** per rest day; and
 $[\$6,856.0 \div 26(\text{days}) = \$263.7]$
 - his/her monthly wages for the month shall not be less than **\$8,174.5.**
 $[\$6,856.0 + \$263.7 \times 5(\text{days}) = \$8,174.5]$
- (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 \$7,020.0 [Table (1)] and \$7,236.0 [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: **\$6,039.7;**
 $\{ \$7,020.0 \div [30 - 4(\text{days})] \times 10(\text{days}) + \$7,236.0 \div [30 - 4(\text{days})] \times 12(\text{days}) = \$6,039.7 \}$
 - his/her rest day pay shall not be less than **\$274.5** per rest day; and
 $[\$6,039.7 \div 22(\text{days}) = \$274.5]$
 - his/her monthly wages for the month shall not be less than **\$7,137.7.**
 $\{ \$6,039.7 + [\$274.5 \times 4(\text{days})] = \$7,137.7 \}$
 - 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: **\$5,808.0;**
 $\{ \$7,020.0 \div [31 - 4(\text{days})] \times 11(\text{days}) + \$7,236.0 \div [31 - 4(\text{days})] \times 11(\text{days}) = \$5,808.0 \}$
 - his/her rest day pay shall not be less than **\$264.0** per rest day; and
 $[\$5,808.0 \div 22(\text{days}) = \$264.0]$
 - his/her monthly wages for the month shall not be less than **\$7,128.0.**
 $\{ \$5,808.0 + [\$264.0 \times 5(\text{days})] = \$7,128.0 \}$

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 6

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:
- \$8,060.0 [working 6 days a week and 8 hours a day in Table (1)]; and
 - \$8,308.0 [working 6 days a week and 8 hours a day in Table (2)],
- the monthly wages chosen shall not be less than **\$8,308.0**. 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 \$8,308.0.
- (2) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:
- \$7,020.0 [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 \$8,060.0
 $[\$7,020.0 \div 27(\text{days}) \times 31(\text{days}) = \$8,060.0]$; and
 - \$7,772.0 [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 \$8,308.0
 $[\$7,772.0 \div 29(\text{days}) \times 31(\text{days}) = \$8,308.0]$,

then the monthly wages chosen shall not be less than **\$8,308.0**. 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 \$8,308.0.

- (3) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:
- \$7,020.0 [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 \$8,060.0
 $[\$7,020.0 \div 27(\text{days}) \times 31(\text{days}) = \$8,060.0]$; and
 - \$5,427.0 [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 \$8,308.0
 $[\$5,427.0 \div 27(\text{days}) \times 31(\text{days}) \div 6(\text{hours}) \times 8(\text{hours}) = \$8,308.0]$,

then the monthly wages chosen shall not be less than **\$8,308.0**. 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 \$8,308.0.

Calculating holiday pay

Example 7

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$8,060.0 (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: \$95,680.0, including wages of 301 days of work, 52 paid rest days and 8 paid statutory holidays. No overtime work is performed during the period.
- Leave taken with less than full wages in the 12-month period: 4 statutory holidays without pay (statutory holidays falling within the first 3 months of employment are without pay).
- Periods and the sum to be disregarded: 4 days of statutory holidays without pay (as the 4 days are statutory holidays without pay, the amount to be disregarded will be \$0).
- Holiday pay : $[(\$95,680.0 - 0) \div (365 - 4) (\text{days})] = \265.0 .
-

Calculating annual leave pay

Example 8

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$7,540.0 (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: \$90,480.0, 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: $[(\$90,480.0 - 0) \div (365 - 26) \text{ (days)}] \times 5 \text{ (days)} = \$1,334.5$.

Example 9

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$8,060.0 (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 :\$121,720.0, including
 - \$96,720.0 for 301 days of work, 52 paid rest days and 12 paid statutory holidays
 - Overtime pay of \$25,000.0 (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 full wages for the leave taken in the 12-month period.
- 5-day annual leave pay: $[(\$121,720.0 - 0) \div (365 - 0) \text{ (days)}] \times 5 \text{ (days)} = \$1,667.4$

Calculating sickness allowance

Example 10

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$7,020.0 (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:\$83,720.0, 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 no-pay leave, the amount to be disregarded will be \$0).
- 4-day sickness allowance:

$$[(\$83,720.0 - 0) \div (365 - 54) \text{ (days)}] \times 4 \text{ (days)} \times 4/5 = \$269.2 \times 4 \text{ (days)} \times 4/5 = \$861.4$$

Calculating wages in lieu of notice

Example 11

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$8,060.0 (working 6 days per week and 8 hours per day). Clause 17 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: \$96,720.0, 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 full wages for the leave taken in the 12-month period.
- Amount of 7 days' wages in lieu of notice:
$$[(\$96,720.0 - 0) \div (365 - 0) \text{ (days)}] \times 7 \text{ (days)} = \$1,854.9.$$

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