

RESTRICTED (TENDER)

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT
TENDER FOR SERVICES

TENDER FORM

Tender for the Provision of Security Guard Services to the Long Valley Nature Park

Tender Reference: AFCD/NP/01/24

LODGING OF TENDER

The Tender must be duly completed and signed in **TRIPLICATE** and enclosed in a sealed plain envelope marked “Tender for the Provision of Security Guard Services to the Long Valley Nature Park”, addressed to the Chairman, Tender Opening Committee, and must be deposited in the Government Logistics Department Headquarters Tender Box situated on Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before **1200 p.m. on 3 September 2024** (Hong Kong time). **Late Tenders and Tenders not deposited in the Specified Tender Box will not be accepted.**

Dated this <12th day of August 2024>

(WONG Kwong-chiu, Alfred)

for

Director of Agriculture, Fisheries and Conservation
Government Representative

INTERPRETATION

In the documents issued by the Government in connection with this Invitation to Tender and the Contract, unless otherwise defined or the context otherwise requires:

1.1 The following expressions bear the same meanings as set out below:

“Accepted Innovative Suggestion”	means an Innovative Suggestion and its specifications, subject to the results of negotiations between the Tenderer and the Government (if any), as accepted by the Government;
“Agriculture, Fisheries and Conservation Department” or “AFCD”	means the Agriculture, Fisheries and Conservation Department of the Government;
“Alternative Authentication Method” or “AAM”	means the use of an Identification Code for the submission of a Tender via the e-Tender Box in lieu of the use of a digital certificate;
“billing period”	means one or more period(s) within the Contract Period during which the Services are provided and are payable for each such period;
“Central Tender Board”	means the Central Tender Board of the Government;
“continuous contract”	has the meaning attributed to such term in the Employment Ordinance (Cap. 57);
“Contract”	means the contract made between the Government and the Contractor for the supply of the Services on the terms and conditions set out in the Tender Documents, the Tender submitted by Contractor (to the extent accepted by the Government), the Memorandum of Acceptance issued by the Government to that Contractor, and the attachments to any of the above;
“Contract Deposit”	means the sum of money deposited by the Contractor by cheque, cashier’s order or in the form of banker’s guarantee referred to in Clause 10 of the Terms of Tender and Clause 17 of the Conditions of Contract;
“Contract Period”	means, subject to early termination or extension provided for in the Contract, the period specified in Clause 1 of the Conditions of Contract;
“Contract Price”	means in relation to the Services, and in respect of a billing period during which such Services are provided, the amount payable for such Services over that billing period on and subject to the terms and conditions of the Contract and is to

	be calculated based on the quoted rate per such billing period for such Services as specified in the Price Schedule;
“Contractor”	means the Tenderer whose Tender is accepted by the Government;
“Contractor’s Employees”	means the Security Personnel and any one or more employees of the Contractor who is/are deployed by the Contractor to perform the Services under the Contract;
“Contract Manager”	means a person deployed by the Contractor to perform the duties set out in Clause 3 in the Service Specifications;
“Contract Venue”	means the Long Valley Nature Park, Sheung Shui, New Territories, Hong Kong and any other sites that are specified by the Government for the purposes of the Contract;
“Debarment Period”	means the period during which a Tenderer is debarred from tendering for any Non-skilled Worker Contract due to: <ul style="list-style-type: none">(a) conviction of any of the Relevant Offences, as provided under Clause 1.1 of Stage 2 in Annex A; or;(b) accumulation of three or more Demerit Points over a rolling period of 36 months, as provided under Clause 2 of Stage 2 in Annex A;
“Demerit Point”	means the demerit point attracted due to issue of notices of default by any Government bureaux or departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of: <ul style="list-style-type: none">(a) wages;(b) daily maximum working hours;(c) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days. A Standard Employment Contract is still required for a temporary relief worker if the employment period is longer than seven (7) days;(d) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the Non-skilled Worker concerned);

- (e) holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
- (f) wages at a rate of at least 150% for the Non-skilled Workers who have worked when the typhoon signal no. 8 or above is hoisted;
- (g) gratuity payable to Non-skilled Workers as provided under Clause 12.1 of the Conditions of Contract;
- (h) gratuity payable to Non-skilled Workers as provided under Clause 12.2 of the Conditions of Contract;
- (i) gratuity payable to Supervisory Staff as provided under Clause 12.5 or Clause 12.6 of the Conditions of Contract; and
- (j) compliance with all of the provisions in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract involves Non-skilled Workers performing duties outdoors, in door environment without air-conditioning and/or in the vicinity of heat sources;

“Electronic Record”	has the meaning given to it under the ETO;
“Electronic Tendering”	means the making and submission of a Tender through the e-Tender Box whether through the use of a digital certificate or through the use of an Identification Code;
“ESG Proposal” or “ESG proposal”	means a proposed measure or arrangement that will improve environmental protection, sustainability or social responsibility or governance which may but need not be directly relevant to the procurement covered by this Invitation to Tender, but which can bring about positive value(s) and/or benefit(s) to the Government or the public at large;
“essential requirement”	means a requirement specified in the Tender Documents which is identified as an essential requirement or a requirement in relation to which it is stated in the Tender Documents that the non compliance by a Tender or a Tenderer as at the Tender Closing Time will lead to that Tender or Tenderer not being considered further (or the Tender or Tenderer being disqualified);
“e-Tender Box” or “ETB”	means the electronic tendering platform of the information technology system known as “Procurement and Contract

	Management System” or “PCMS” of the GLD for ETB Users to view tender notices and tender documents, and prepare and submit tenders electronically whether through the use of a digital certificate or an Identification Code;
“ETB User”	means a person who has registered with the PCMS whether as a GLD supplier, or a GLD subscriber, or a person who is for the time being just an applicant to become a GLD supplier up to the time of the notification of the result of its application;
“ETO”	means the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong);
“Execution Plan”	means a proposed plan for execution of the Services to be submitted by the Tenderer as part of the tender including management plan and Innovation Suggestions (if any), as described in Notes 4 and 5 under Stage 3 of Annex A, and to be further refined by the Contractor and approved by the Government upon commencement of the Contract;
“Force Majeure Event”	<p>means:</p> <ul style="list-style-type: none"> (a) any supervening outbreak of war affecting Hong Kong and/or any other parts of the PRC, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the PRC, civil war, riot, civil disturbances, fire if not caused or contributed to by the Contractor, its related persons (as defined in Clause 19.6 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God; or (b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Contractor, its related persons (as defined in Clause 19.6 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof; or (c) any supervening epidemic outbreak in Hong Kong and/or any other part of the PRC; <p>and which, in any case of (a), (b) and (c) above, materially prevents the performance of the duties and obligations of any party hereunder;</p>
“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);

“Good Industry Practice”	means the standards, practices, methods and procedures conforming to law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Government”	means the Government of Hong Kong;
“Government Logistics Department” or “GLD”	means the Government Logistics Department of the Government;
“Government Property” or “Government Data”	means all property, equipment, data, documents, information, text, drawings, pictures, diagrams, images, sound or music, and any other materials of whatsoever nature (tangible or intangible) stored, presented or embodied in any medium, and which are provided or to be provided by the Government to the Contractor under or for the purposes of or in relation to the Contract or otherwise the Contractor has access;
“Government Representative”	<p>means:</p> <ul style="list-style-type: none">(a) the Director of Agriculture, Fisheries and Conservation;(b) any public officer of the Government specified by the Director of Agriculture, Fisheries and Conservation for the purposes of the Contract; or(c) any other public officer authorized by the public officer referred to in (b) for the purpose of the Contract.
“Heat Stroke Prevention Work Plan”	means the Heat Stroke Prevention Work Plan to be submitted by the Tenderer pursuant to Clause 5 of Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Identification Code”	means a unique 8-character code generated by the ETB and sent to the email account registered by the ETB User with the PCMS (viz., “registered email account”) upon the request of the ETB User for the submission of a Tender through the use of such code;
“Inland Revenue Department”	means the Inland Revenue Department of the Government;

“Intellectual Property Rights”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights of whatever nature and wheresoever arising, whether now known or created in the future, in each case whether registered or unregistered, and include applications for the grant of any such rights;
“Innovative Suggestion” or “innovative suggestion”	means a Pro-innovation Proposal or an ESG Proposal;
“Invitation to Tender”	means this invitation to tender for the provision of the Services to the Government on and subject to the terms set out in the Tender Documents;
“Long Valley Nature Park” or “LVNP”	means the Long Valley Nature Park, Sheung Shui, New Territories, Hong Kong
“Materials”	means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Contractor, its employees, agents or sub-contractors in relation to the Services (whether individually or collectively or jointly with the Government) including without limitation, any reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Contractor in relation to the Services recorded or stored by whatever means;
“Monthly Service Fees”	means an amount payable each month to the Contractor for provision of the Services calculated in accordance with Clause 15 of the Conditions of Contract subject to and after any adjustment or deductions;
“Non-collusive Tendering Certificate”	means the Non-collusive Tendering Certificate in the form of Contract Schedule 5;
“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor and/or the sub-contractor to work under the Contract, and for the present purpose, include the Security Personnel under this Contract;
“Non-skilled Worker Contract”	means a non-works service contract of the Government that relies heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Tender, includes this Contract;
“Original Tender Closing Date”	means the latest date specified in the Tender Form as the latest date before which Tenders must be deposited with the Government, regardless of whether the date and time has been extended subsequently;

“Paper-based Tendering”	means the making and submission of a Tender in paper form in accordance with the “Lodging of Tender” section of the Tender Form;
“Parties” (in upper or lower case)	means the Government and the Contractor; and “Party” (in upper or lower case) means any one of them;
“PRC”	means the People’s Republic of China;
“Predecessor Ordinance”	means the Companies Ordinance (Cap. 32) as in force from time to time before the commencement of the new Companies Ordinance (Cap. 622).
“Price Proposal”	means the Price Schedule to be completed by the Tenderer;
“Price Schedule”	means Contract Schedule 1;
“Pro-innovation Proposal” or “pro-innovation proposal”	means a proposal that adopts any one or more of the following: technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the Services;
“Relevant Offences”	means the offences as defined in Clause 1.1 of Stage 2 in Annex A;
“Review Mechanism”	means the mechanism under which any person who is debarred from tendering for any Non-skilled Worker Contract due to conviction of any of the Relevant Offences may apply to the Central Tender Board of the Government to review the length of the Debarment Period. Details of the mechanism are set out in the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm . For the avoidance of doubt, the Review Mechanism does not apply to the Debarment Period imposed as a result of accumulation of Demerit Points;
“Security Company Licence”	means a valid Type I Security Company Licence issued by the Security and Guarding Services Industry Authority under section 21 or renewed under section 23 of the Security and Guarding Services Ordinance (Cap. 460) for provision of security guard services;
“Security Guard”	means a person deployed by the Contractor to perform the duties set out in Clause 3 in the Service Specifications. A Security Guard must hold a valid Category B Security Personnel Permit issued under the Security and Guarding Services Ordinance (Cap. 460);
“Security Personnel”	means all Security Supervisors and Security Guards;

“Security Personnel Permit”	means a permit issued to an individual by the Commissioner of Police under section 14 or renewed under section 15 of the Security and Guarding Services Ordinance (Cap. 460) for doing the type of security work described in the Contract;
“Security Supervisor”	means a person deployed by the Contractor to perform the duties set out in Clause 3 in the Service Specifications. A Security Supervisor must hold a valid Category B Security Personnel Permit issued under the Security and Guarding Services Ordinance (Cap. 460);
“Services”	means the services to be provided by the Contractor to the Government as specified in the Service Specifications;
“Statutory Minimum Wage” or “SMW”	means the “minimum wage” as defined in the Minimum Wage Ordinance (Cap. 608);
“Shift Hours”	means the working hours of the Security Personnel in a shift pattern, as more particularly detailed in the Service Specifications;
“SMW plus rest day pay rate”	has the same meaning as ascribed to the term “statutory minimum wage plus rest day pay rate” in paragraph 2 of the Guidance Notes accompanying the Standard Employment Contract;
“Specified Tender Box”	means the tender box specified in the “Lodging of Tender” section of the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
“Standard Employment Contract”	means the written employment contracts entered into between the Contractor and the Non-skilled Workers and, where applicable, the written employment contracts to be entered into between the sub-contractor and its Non-skilled Workers, a copy of such contract and its guidance notes are annexed to the Tender Documents as Annex D;
“Statement of Convictions”	means the Statement of Convictions in respect of the Relevant Offences in the form of Part A and Part B of Contract Schedule 4;
“Sub-contractor’s Acknowledgement”	means the Sub-contractor’s Acknowledgement in the form of Part C of Contract Schedule 4;
“Supervisory Staff”	means all supervisory staff employed or to be employed by the Contractor and/or the sub-contractor who directly monitor the delivery of Services by Non-Skilled Workers under the Contract, and for the present purpose, includes a Security Supervisor; references to “a Supervisory Staff”

	shall mean any one member of the Supervisory Staff;
“Technical Proposal”	means all proposals, information and documents required to be submitted as part of the Tender apart from the Price Schedule;
“Tender” (in upper or lower case)	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tenderer”	means the person whose particulars are set out in the “Offer to be Bound”;
“Tender Closing Date”	means the latest date specified in the Tender Form as the same may be extended by the Government pursuant to any applicable provision in the Tender Documents;
“Tender Closing Time”	means the time on the Tender Closing Date before which Tenders must be deposited with the Government in the manner stipulated in the Tender Form as the same may be extended by the Government pursuant to any applicable provision in the Tender Documents;
“Tender Documents”	has the meaning given to it in Clause 1 of the Terms of Tender;
“Tender Submission Date”	means the date of the Offer to be Bound;
“Tender Validity Period”	means the period of time described in Clause 3.5(b) of the Terms of Tender during which the Tender is to remain open;
“terms and conditions of use of the PCMS and the e-Tender Box”	means all those terms and conditions for the use of the PCMS and the e-Tender Box from time to time published on the website of the e-Tender Box including the “Terms and Conditions of Use of the PCMS and the e-Tender Box” and the “e-Tender Box System and File Attachment Requirements” in the version prevailing immediately prior to the Tender Closing Date;
“Total Estimated Contract Price”	means the amount quoted as such by the Contractor in Part A (A) of Contract Schedule 1 as the estimated total amount of payment for the provision of the Services; the Total Estimated Contract Price is to be payable by the Government to the Contractor by way of Monthly Service Fees in accordance with the provisions of the Contract;
“Virus”	means a subversive computer programme or piece of code that may corrupt or erase computer data files and/or change the normal behaviour of a computer;
“website of the e-Tender Box”	means the website of the following address: https://pcms2.gld.gov.hk ; and

“working day” means Monday to Friday, other than a Public Holiday or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is/are in force, for any time during the normal business hours.

1.2 Unless otherwise expressly stated to the contrary, 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 shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for ease of reference only and shall not affect the 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 document; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Documents or the Contract;
- (e) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors-in-title, 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 provisions;
- (g) references to a Clause, Sub-clause, Section or 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 “laws” and “regulations” 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, regardless of the jurisdiction;
- (i) references to “Cap.” means a Chapter of the Laws of Hong Kong;
- (j) any word or expression to which a specific meaning has been attached in any part of the Tender Documents shall bear such meaning whenever it appears in the same and other parts of the Tender Documents;
- (k) a time of a day shall be construed as a reference to Hong Kong time;
- (l) references to “normal business hours” mean 0900 to 1800 hours;

- (m) references to a day mean a calendar day;
 - (n) references to a month or a monthly period mean a calendar month;
 - (o) 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 construed as if it were also an obligation to procure that the act or thing in question be done;
 - (p) 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;
 - (q) words importing the whole shall be treated as including a reference to any part of the whole;
 - (r) the expressions “include” and “including” shall be construed without limitation to the words following;
 - (s) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;
 - (t) references to “in writing” include manuscript, typewriting, printing, lithography, photography, facsimile, electronic mail, information which can be viewed on the e-Tender Box, and any other modes of representing and reproducing words in a legible form;
 - (u) reference to “original signature” or “originally signed” includes a digital image of a hand-written signature (e.g. a scanned signature);
 - (v) where a general obligation in the Tender Documents 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; and
 - (w) the expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong). The expression “officer” has the meaning given to it in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
- 1.3 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.
- 1.4 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) is, in the absence of manifest error, final and conclusive.
- 1.5 Unless otherwise expressly stated, all provisions of the Tender Documents shall apply regardless of whether Paper-based Tendering or Electronic Tendering is used for the submission of the Tender or formation of the Contract.

TERMS OF TENDER

CONTENTS

1. Tender Documents
2. Invitation to Tender
3. Tender
4. Company/Business Organisation Status
5. Wages of Security Personnel
6. Tender Evaluation
7. Basis of Acceptance
8. Award of Contract
9. Financial Assessment
10. Contract Deposit
11. Contractors' Performance Monitoring
12. New Information
13. Costs of Tender
14. Warning against Bribery
15. Site Visit
16. Enquiry
17. Warranty against Collusion
18. Negotiations
19. Government Discretion
20. Complaints about Tendering Process or Contract Award
21. Environmental-friendly Measures
22. Innovative Suggestions
23. Heat Stroke Prevention Work Plan

Annexes

- Annex A – Tender Evaluation Procedures, Criteria and Marking Scheme
- Annex B – Reply Slip for Site Visit
- Annex C – Form of Banker's Guarantee for the Performance of a Contract
- Annex D – Standard Employment Contract and Accompanying Guidance Notes
- Annex E – Certification of Heat Stroke Prevention Work Plan

TERMS OF TENDER

1. Tender Documents

These tender documents identified as “Tender for the Provision of Security Guard Services to the Long Valley Nature Park” comprise the following:-

- (a) Tender Form;
- (b) Interpretation;
- (c) Terms of Tender with Annexes A to E;
- (d) Conditions of Contract;
- (e) Service Specifications;
- (f) Contract Schedules 1 to 6;
- (g) “Offer to be Bound”; and
- (h) Memorandum of Acceptance.

(collectively “Tender Documents”). Each of the above Tender Documents is referred to by their names as stated above throughout the Tender Documents and the Contract.

2. Invitation to Tender

- 2.1 Tenders are invited for the provision of all of the Services subject to and in accordance with the Tender Documents.
- 2.2 A Tenderer should read the Tender Documents carefully prior to submitting a Tender. A Tenderer should ensure that it understands all requirements of the Tender Documents.
- 2.3 A Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 2.4 A Tenderer should check the numbers of pages of the Tender Documents. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.
- 2.5 A Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Documents (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of a Tenderer to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.

- 2.6 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Documents (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Documents (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation, exemption from compliance or observance, or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any obligation or liability under the Contract as a consequence of any misinterpretation by it of any provision in the Tender Documents or the Contract.
- 2.7 Information, statistics, forecasts and estimated requirement of the Services set out in the Tender Documents are provided for reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government's actual requirements of the Services may vary depending on the actual need of AFCD and the successful Tenderer must accept any increase or decrease of the stated estimates.
- 2.8 By submitting a Tender, a Tenderer will be regarded to have agreed to all terms and conditions set out in the Tender Documents.
- 2.9 The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Tender and a Tender submitted by a Tenderer in response to this Invitation to Tender.

3. **Tender**

3.1 **General**

- (a) Save in accordance with the terms of the Tender Documents, a Tenderer must not alter any provision of the Tender Documents.
- (b) A Tenderer shall note that a two-envelope system is adopted in this Invitation to Tender. Regardless of whether Paper-based Tendering or Electronic Tendering (if applicable) is used, the Tenderer shall submit its Tender in two (2) separate proposals as detailed in the Clause 3.2.4 below.
- (c) Tenderers shall not make any counter-proposals on any terms and conditions of the Tender Documents. Counter-proposals by a Tenderer may, at the absolute discretion of the Government, render its Tender to be disqualified and not to be considered.
- (d) A Tender may not be considered if false, inaccurate, incorrect or incomplete information is given in the Tender.
- (e) A Tenderer must submit its completed Tender together with all information and documents required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents.
- (f) If a Tenderer submits a Tender by Electronic Tendering, the Tenderer shall, in addition to compliance with the Tender Documents, observe and comply with all terms and conditions of use of the PCMS and the e-Tender Box as set out in

or referred to in the e-Tender Box.

3.2 Preparation and Submission of Tender

3.2.1 The Tender and accompanying documents must be completed in English or Chinese. The Government will not consider a Tender that is completed in any other language.

3.2.2 A Tenderer shall submit, in one of the following manners, its completed Tender together with all proposals, documents and information required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents. A Tender submitted through a method other than Paper-based Tendering or Electronic Tendering (if applicable) will not be considered.

Tender Submission

(a) Paper-based Tendering

The Tender, comprising the Technical and Price Proposals, shall be completed in writing on hardcopy and shall be submitted in triplicate in accordance with the “Lodging of Tender” section of the Tender Form.

(b) Electronic Tendering (if applicable)

The Tender, comprising the Technical and Price Proposals, shall be submitted:

- (i) in accordance with the terms and conditions of use of the PCMS and the e-Tender Box; and
- (ii) through the e-Tender Box through the use of any one type of digital certificates recognised by and uploaded to the e-Tender Box or through an Identification Code.

3.2.3 When completing the Tender Documents (including the Offer to be Bound), each Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:

- (a) if the Tenderer is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Tenderer; or
 - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer; or
 - (iii) its business name as shown in the current business registration certificate of the Tenderer;
- (b) if the Tenderer is a sole proprietorship or a partnership, the current business registration certificate of the Tenderer issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or
- (c) if the Tenderer is incorporated, formed or established outside Hong Kong, a

document equivalent to that described in sub-clause (a)(i), (a)(ii), (a)(iii) or (b) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is incorporated, formed or established.

3.2.4 Execution and Submission of Tenders

(a) Paper-based Tendering

- (i) A Tender submitted through Paper-based Tendering regarded to have been submitted by a Tenderer or authorized to have been submitted by a Tenderer (as the case may be) if the submitted “Offer to be Bound” be signed by:
 - (1) if the Tenderer is a body corporate, a director of the Tenderer or one or more persons who are duly authorized by the Tenderer to sign the Tender for and on behalf of the Tenderer;
 - (2) if the Tenderer is a sole proprietorship, the Tenderer;
 - (3) if the Tenderer is a partnership, a partner of the Tenderer.
- (ii) For Paper-based Tendering, a Tenderer shall submit its Tender in accordance with a two-envelope system as specified below –
 - (1) documents relating to the **price information** (i.e. the original copy and two (2) copies of Contract Schedule 1 (Price Schedule)) shall be enclosed in a sealed envelope clearly marked “**Envelope A**” and “Tender Ref. : AFCD/NP/01/24 – Tender for the Provision of Security Guard Services to the Long Valley Nature Park - **Price Information**”;
 - (2) documents relating to the **technical information** (i.e. the original copy and two (2) copies of all other remaining information, the duly signed “Offer to be Bound”, forms, schedules other than Contract Schedule 1 and documents required by these Tender Documents **but without any indication on the prices for provision of the Services**) shall be enclosed in a sealed envelope clearly marked “**Envelope B**” and “Tender Ref.: AFCD/NP/01/24 – Tender for the Provision of Security Guard Services to the Long Valley Nature Park - **Technical Information**”; and
 - (3) The Tender comprising both Envelope A and Envelope B must be enclosed in a sealed envelope addressed to the person specified in the “Lodging of Tender” section of the Tender Form and clearly marked “Tender Ref.: AFCD/NP/01/24 – Tender for the Provision of Security Guard Services to the Long Valley Nature Park. The Tender must be deposited at the tender box specified in the “Lodging of Tender” section of the Tender Form before the Tender Closing Time.

(b) Electronic Tendering (if applicable)

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

Identification Code; or

- (2) submission of the Tender via the e-Tender Box through the use of such type of digital certificate recognised by the ETB, and uploaded by the Tenderer to the ETB. Save in the case where the Tenderer is a partnership, a Tenderer shall use a digital certificate which is issued in its name as appearing in the applicable document mentioned in Clause 3.2.3 (a) or (b) or (c) above; otherwise the Tender will not be considered further. In the case that the Tenderer is a partnership, the Tenderer may use a digital certificate issued in the name of one of its partners (or a general partner in the case of a limited partnership), or a digital certificate issued in the name of the partnership; otherwise the Tender will not be considered further.
- (ii) For Electronic Tendering (if applicable), a Tenderer shall submit its Tender the proposal for technical information and price information as **separate attachment files** in accordance with a two-envelope system as specified below –
- (1) documents relating to the **price information** (i.e. Contract Schedule 1 (Price Schedule)) must be using file name “**envelope2.doc**”; and
 - (2) documents relating to the **technical information** (i.e. “Offer to be Bound”, forms, schedules other than Contract Schedule 1 and documents required by these Tender Documents **but without any indication on the prices for provision of the Services**) shall use “technical.doc” as file name or other file name except “envelope2.doc”.
- (iii) If any attachment to a Tender submitted by a Tenderer via the e-Tender Box:
- (1) does not comply with the terms and conditions of use of the PCMS and the e-Tender Box;
 - (2) is found to be contaminated with Virus; or
 - (3) is corrupted or otherwise not readable or printable into readable text by the Government,
- and such non-compliance of file format, Virus contamination, or file corruption has resulted in failure to submit the relevant proposal, document or information as described in Clause 3.3(a)(i)(2), 3.3(a)(ii) or 3.3(a)(iii) below by the Tender Closing Time, the Tender will not be considered further and its Tenderer will be notified of such.
- (iv) In the case where the Tenderer uses a digital certificate for the submission of Tender via the e-Tender Box, the Government will verify the validity of a Tenderer’s digital certificate with the relevant certification authority which has issued such digital certificate. If the directory service or revocation list service of that certification authority or its contractor is/are not available for any reason, the Government may postpone the verification process until such time when the directory service or revocation list service (as the case may be) of the certification authority or its contractor is/are resumed or

when the Tender is opened, whichever is the later. If the verification process is postponed, the Tenderer will be informed of this through an on-screen message and an on-line acknowledgement of the Tender.

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

3.2.5 Modification of Tender

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

- (b) Paper-based Tendering

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

- (c) Electronic Tendering (if applicable)

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

3.3 Information to be Submitted

- (a) A Tenderer must provide the following information/ supporting documents in its Tender as set out below **before the Tender Closing Time**:

- (i) (1) (for Paper-based Tendering) a duly signed “Offer to be Bound” in English or Chinese containing an original signature by or on behalf of the Tenderer; or

- (2) (for Electronic Tendering, if applicable) the box signifying the Tenderer’s agreement with “Offer to be Bound” must have been checked;

- (ii) the price information as required in Part A of **Contract Schedule 1 (Price Schedule)**; and

- (iii) **a management plan** as required in assessment Criterion (4) of Section (B) of the marking scheme in Stage 3 of Annex A (“Management Plan”).

Otherwise, the Tenderer’s Tender will not be considered further.

- (b) In addition to Clause 3.3(a) above, a Tenderer must provide all other information/ supporting documents requested in the Tender Documents or

relevant to its Tender, including but not limited to the following:

- (i) a copy of the valid Security Company Licence as required in Paragraph 4 of Part 1 of Contract Schedule 3 (Information Schedule);
- (ii) the information as required in Part 2 of Contract Schedule 3 (Information Schedule);
- (iii) the signed Tenderer's declaration in Parts A and B of Contract Schedule 4;
- (iv) the signed Contract Schedule 5 (Non-collusive Tendering Certificate);
- (v) a copy of the relevant document (e.g. board resolutions or minutes) showing that the person who signs the Tender has the authority to sign it for and on behalf of the Tenderer (if applicable).

A Tenderer must provide all the above items at the same time when it submits its Tender. If any of the above information is missing in the Tender and is not provided upon any request which may be made pursuant to Clause 3.7(a) (Request for Information) below, **the Tenderer's Tender will not be considered further.**

- (c) In addition to Clause 3.3(b) above, a Tenderer must provide the items below at the same time when it submits its Tender:

- (i) a copy of valid Business Registration Certificate and other valid business documents of the Tenderer issued by a competent authority;
- (ii) a copy of the Certificate of Incorporation and the Certificate of Change of Name (if any) or equivalent document in the Tenderer's trading name as shown in the Business Registration Certificate or other valid business documents issued by a governmental or competent authority;
- (iii) other information as required in Part 1 (Company/Business Organisation Status) of Contract Schedule 3 (Information Schedule).

If any of the above items is found missing in a Tender, the Government may, but is not obliged to, make a request for the missing item. If any of the above information is still not provided by the time specified by the Government, **the Tenderer's Tender may not be considered further.**

- (d) Apart from "Offer to be Bound" (which, in the case of Paper-based Tendering, must be originally signed by or on behalf of the Tenderer as required under Clause 3.3(a)(i)(1) above), wherever there is any provision in the Tender Documents requiring that the original of any document or the document as mentioned below to be submitted as part of the Tender,

(i) in the case of Paper-based Tendering, (1) the Tenderer may submit a photocopy certified to be true and complete by the person(s) specified in Clause 3.2.4(a)(i) above; (2) in the case of any certificate which is required to be issued by a specified body (for example a recognised certification body (if applicable)), the photocopy certificate must be certified as true and complete by that specified body or a lawyer duly qualified to practise in Hong Kong or the laws of the place of incorporation, formation or establishment of the Tenderer; and (3) if only a photocopy without any certification has been submitted, the Government reserves the right to request a certified true copy as required in (1) or (2) above (whichever is applicable) ("certified true copy") after the Tender Closing Date. The Tender may not be considered further if the certified true copy is not provided; and

(ii) in the case of Electronic Tendering (if applicable), the Tenderer shall first submit the certified true copy as described in Clause 3.3(d)(i)(1) or 3.3(d)(i)(2) above (whichever is applicable) in electronic format as part of its Tender via the e-Tender Box. Subsequently, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. If only a photocopy without any certification has been submitted in electronic format as part of its Tender via the e-Tender Box, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. The Tender may not be considered further if the certified true copy (hardcopy) is not provided.

- (e) Nothing in this Clause shall limit the Government's absolute right to determine or to request any other information/supporting documents in connection with or arising out of this Invitation to Tender.

3.4 Prices

- (a) A Tenderer must quote all the prices requested for in the Tender Documents in Hong Kong dollars. Such prices must be net prices allowing for all discounts except the payment discount to be quoted in Part B of Contract Schedule 1. The prices must cover all expenses incidental to the due and proper performance of the Contract by the Contractor. **Tenderers must note that prices quoted shall include all costs and expenses in the provision of gratuity, statutory holiday pay and extra wages to Non-skilled Workers who are required to work under typhoon signal no. 8 or above as stipulated in Clauses 12, 13 and 14 of the Conditions of Contract respectively.**
- (b) A Tenderer must quote fixed prices which must remain valid for the whole Contract Period. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- (c) A Tenderer should make sure that all prices and other proposals offered in its Tender are accurate before it submits the Tender. The Tenderer will be bound by the Tender prices and other proposals offered in its Tender if the Tender is accepted by the Government. The Tenderer may not initiate any request for amendment of its Tender after the Tender Closing Time on any ground (including any mistake made in prices quoted). On the other hand, in the event of any apparent arithmetical or typo mistake or inconsistency in a Tender, pursuant to Clause 3.7 below, the Government may, but is not obliged to, ask the Tenderer to clarify, or to confirm another figure to replace the original figure. Where the Tenderer's clarification is not provided or not satisfactory, or the Tenderer refuses to confirm such other figure, or where the Government does not elect to seek clarification or confirmation from the Tenderer, the Government reserves the power to proceed to evaluate the Tender on an as is basis (i.e. in the form as originally submitted prior to the Tender Closing Time) or disqualify the Tenderer on ground that it has provided erratic or inconsistent proposals or quotations for proper evaluation.
- (d) Prices quoted by a Tenderer must only be shown in the Price Schedule.

3.5 Tenders to Remain Open

- (a) A Tender once submitted by a Tenderer will be binding on the Tenderer.
- (b) A Tender must remain valid and open for acceptance for not less than 150 days after the Tender Closing Date (“Tender Validity Period”).
- (c) If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender will be 150 days after the Tender Closing Date.
- (d) If a Tenderer offers in its Tender a period that is shorter than 150 days, the Government will clarify with the Tenderer concerned, in which case the Tenderer must confirm compliance with Clause 3.5(b) above within 5 working days or such other period as specified by the Government without any other change to the Tender (except any change made in response to any clarification by the Government pursuant to Clause 3.7 below). If the Tenderer fails to confirm compliance with Clause 3.5(b) above within the specified deadline or, despite confirming compliance therewith, introduces any change to the Tender not in response to any clarification by the Government pursuant to Clause 3.7 below, its Tender will not be considered further.

3.6 Tender Closing Time

(a) (i) Paper-based Tendering

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

(ii) Electronic Tendering (if applicable)

Transmission of a Tender through the e-Tender Box shall be successfully completed in accordance with the requirements of the e-Tender Box **before the Tender Closing Time**. Save as otherwise provided for in the Tender Documents, a Tender will not be considered if the relevant proposal, document or information as described in Paragraph 3.3(a)(i)(2), 3.3(a)(ii) or 3.3(a)(iii) above is not successfully and completely transmitted through the e-Tender Box before the Tender Closing Time.

- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is/are in force for any duration between 0900 and 1200 hours on the date specified in the “Lodging of Tender” section of the Tender Form, the latest date and time before which Tenders are to be deposited at the **Specified Tender Box** referred to in the Tender Form and at the e-Tender Box (if applicable) will be extended to 1200 hours on the following working day on which no Tropical Cyclone Warning Signal No. 8 or above, a Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is/are in force for any duration between 0900 and 1200 hours.
- (c) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours on the Tender Closing Date, the

Government will announce extension of the Tender Closing Date until further notice. Following removal of the blockage, the Government will announce the extended Tender Closing Date as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

- (d) The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender submission submitted and/or deposited by Tenderers in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning Tender submission as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

3.7 Request for Information

- (a) If the Government considers that:

- (i) clarification in relation to any Tender is necessary; or
- (ii) a document or a piece of information, other than the document or information set out in Clause 3.7(b) below, is missing from any Tender,

it may, but is not obliged to request the Tenderer to make the necessary clarification, or submit the required document or information. Each Tenderer must thereafter within 5 working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Tender will not be considered further if complete information or document is not provided by the deadline specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government. As an alternative to seeking clarification or further information or document, the Government may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.

- (b) The document and information not covered by Clause 3.7(a) above are:

- (i) in case of Paper-based Tendering, a duly signed “Offer to be Bound”;
- (ii) the price information as required in Part A of Contract Schedule 1 (Price Schedule); and
- (iii) the Management Plan.

- (c) The Government will not consider any clarification or information submitted by a Tenderer (whether or not submitted at the request 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 other Tenderers.

3.8 Cancellation of Tender

Without prejudice to the Government's right to cancel this Invitation to 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 this Invitation to Tender.

3.9 Tenderer's Commitment

All Tenders, information and responses from a Tenderer must be submitted in writing. Each of them is the offer, commitment and representation of the Tenderer and will, if accepted by the Government, be incorporated into and made part of the Contract in such manner as the Government considers appropriate. The Government reserves the right not to consider a Tender that directly or indirectly attempts to preclude or limit the effect of this Clause.

3.10 Documents of Unsuccessful Tenderers

The Government may destroy all documents submitted by unsuccessful Tenderers 3 months after the Contract has been constituted under Clause 8 below.

3.11 Consent to Disclosure

- (a) The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer,
 - (i) brief description of the Services provided or to be provided by the successful Tenderer;
 - (ii) the Total Estimated Contract Price and other fees, cost and expense payable to the successful Tenderer pursuant to the Contract;
 - (iii) the engagement by the Government of the successful Tenderer under the Contract and the name and address of the successful Tenderer; and
 - (iv) the date of the award of the Contract.
- (b) Nothing in Clause 3.11(a) above will prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Tenderer (successful or unsuccessful) or its tender (whether or not the information is specified in Clause 3.11(a) above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):
 - (i) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Cap. 1) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);

- (ii) the disclosure of any information already known to the recipient;
- (iii) the disclosure of any information which is public knowledge (including because of any disclosure under Clause 3.11(b)(i) above);
- (iv) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or
- (v) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (vi) without prejudice to the power of the Government under Clause 3.11(a) above, to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

3.12 Personal Data Provided

- (a) All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender).
- (b) By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Clause 3.12(a) above.
- (c) An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- (d) Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Agriculture, Fisheries and Conservation Department.

3.13 Tender Addenda/ Supplementary Information

The Government may issue addendum to the terms and conditions set out in the Tender Documents before the Tender Closing Date. The addendum will be posted on Agriculture, Fisheries and Conservation Department website at **www.afcd.gov.hk**. Tenderers are advised to check the said website from time to time for any issue of addendum and the contents thereof. All supplementary information or tender addenda to the Tender Documents will be provided in writing by the Government and forwarded to all potential Tenderers who have registered with the Government when obtaining a copy of the Tender Documents. Any supplementary information or tender addenda can also be viewed or downloaded from the website of the e-Tender Box, if applicable.

3.14 Unreasonably Low Price

Without prejudice to the generality of the Terms of Tender, the Government may require a Tenderer who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that it is capable of carrying out and completing the Contract. The Government may reject the Tender if the Tenderer fails to so justify and demonstrate to the Government's satisfaction.

4. Company/Business Organisation Status

- 4.1 Pursuant to Clause 3.3 above, a Tenderer must provide the information/documents as required in Part 1 of Contract Schedule 3 on the information and status of the Tenderer.
- 4.2 If a Tenderer is incorporated outside Hong Kong, it must, if required and at its own cost, provide a legal opinion in form and substance satisfactory to the Government and issued by a lawyer duly qualified to practise the laws of the place of incorporation of the Tenderer and acceptable to the Government on the following issues and any other issues as may be required by the Government:
- (a) the Tenderer is duly incorporated and validly existing under the laws of the place of the Tenderer's incorporation, and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the proposed Contract;
 - (b) the Tenderer has the full power, authority and legal capacity to:
 - (i) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Documents; and
 - (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
 - (c) the proposed Contract with the Government will, upon its formation pursuant to Clause 8.3 below, constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation and is enforceable against the Tenderer in accordance with its terms;

- (d) the execution, delivery and performance of its Tender and the proposed mode of execution, delivery and performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, or the Memorandum and Articles of Association or similar constitutional documents of the Tenderer;
- (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Documents and the Contract;
- (f) the Tenderer's Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation in order to secure their validity and/or priority;
- (g) there is no restriction under the laws of the place of the Tenderer's incorporation affecting the Tenderer's obligations under the Tender Documents and the Contract;
- (h) the choice of the laws of Hong Kong to govern the Tender Documents and the Contract is a valid choice of laws and would be recognised and given effect to by the courts of the place of incorporation of the Tenderer; and
- (i) it is not necessary under the laws of the place of incorporation of the Tenderer that the Government be licensed, qualified or otherwise registered in such place of incorporation in order to enable it to enforce its rights under the Tender Documents and the Contract.

5. **Wages of Security Personnel**

- 5.1 A Tenderer must commit the monthly wage to be paid to its Security Personnel in Contract Schedule 2. In case the Tenderer fails to commit the monthly wage or the monthly wage committed by the Tenderer is less than the "SMW plus rest day pay rate",
- (a) such wage submitted by the Tenderer will be deemed to be not less than the "SMW plus rest day pay rate" for the purpose of tender evaluation. The Government may at any time before the tender exercise is completed request the Tenderer to confirm its abidance by the SMW plus rest day pay rate. Should the Tenderer refuse to or otherwise fail to confirm such abidance, the Tenderer's Tender will **not** be further considered by the Government.
 - (b) if the Tenderer commits an amount which is higher than the "SMW plus rest day pay rate" in subsequent clarification, its Tender will only be assessed on the basis that the monthly wage offered by the Tenderer is the same as the "SMW plus rest day pay rate". However, the higher monthly wage committed by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

- 5.2 A Tenderer shall note that the committed monthly wage of each of the Security Personnel must not be less than the “SMW plus rest day pay rate”, with details set out below:
- (a) The “SMW plus rest day pay rate” on the basis of 31 days (27 working days plus 4 paid rest days) per month, 8 normal hours of work per day and current minimum hourly wage rate (**HK\$40**) is **HK\$9,920** per month.
 - (b) The SMW may be adjusted from time to time. Under no circumstances will the Government accept any request for price adjustment on such grounds. A Tenderer should take into consideration the adjustment of SMW and its impact on the monthly wage and price quotation. The Government will not provide any “top-up” arrangement in case of any adjustment of SMW.
 - (c) The “SMW plus rest day pay rate” on the basis of work patterns other than that in sub-clause (a) above shall be derived with reference to Example 1 on “Determining the monthly wages” in the “Guidance Notes on Signing of Standard Employment Contract for Employees of Contractors of Government Service Contracts” at the end of the Standard Employment Contract at Annex D.
- 5.3 The successful Tenderer must also note that the monthly wage payable to its Security Personnel must not be less than:
- (a) the monthly wage committed in Contract Schedule 2 (Proposal of Monthly Wages and Maximum Working Hours); or
 - (b) the “SMW plus rest day pay rate” as the same may be adjusted as a result of future revision of the SMW,
- whichever is the higher.

6. **Tender Evaluation**

- 6.1 Tenders that are submitted in accordance with the Terms of Tender and are in compliance with all the essential requirements stipulated in the Tender Documents including but not limited to **Annex A** will be evaluated according to the marking scheme specified therein.
- 6.2 Tender price will be assessed on the basis of the Total Estimated Contract Price quoted by the Tenderer in Contract Schedule 1. Any prompt payment discount offered by a Tenderer in Contract Schedule 1 will not be taken into consideration in the tender price assessment.

7. **Basis of Acceptance**

- 7.1 A Tenderer should note that this Tender will be evaluated on an **overall** basis and only one single Tenderer will be awarded the Contract. **A Tender must cover all the services items as required in Part A of Contract Schedule 1. A Tender with incomplete offer will render the offer not being considered further.**

- 7.2 Subject to other provisions of the Tender Documents and unless the Government decides that it is in the public interest not to do so, 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:
- (a) has passed the completeness check;
 - (b) conforms with all the essential requirements stipulated in the Tender Documents and passing mark of assessment criterion (4) “Management Plan” in the technical evaluation stage; and
 - (c) has attained the highest combined technical and price score amongst all the conforming Tenders.
- 7.3 The Government is not bound to accept the Tender with the highest combined technical and price score or any Tender at all. The Government reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.
- 7.4 If two or more Tenders achieve the same highest combined technical and price score, the Government will normally award the Contract to the Tenderer whose Tender obtains the highest technical score.

8. **Award of Contract**

- 8.1 The Government will issue to the successful Tenderer by either post or facsimile transmission a letter notifying conditional acceptance of offer (“Letter”), subject to the following conditions precedent:
- (a) delivery of Contract Deposit to the Government pursuant to Clause 10 below hereof;
 - (b) the selected Tenderer, and where applicable its shareholder(s) and sub-contractor(s), not being debarred from tendering for this Contract up to the date of the Letter due to:
 - (i) conviction of any of the Relevant Offences for the period as defined in Clause 1.1 of Stage 2 in Annex A; or
 - (ii) accumulation of an aggregate of three (3) or more Demerit Points from one (1) or more Government departments for the period as mentioned in Clause 2 of Stage 2 in Annex A;
 - (c) The Government having completed its check to confirm that the Tenderer is not so debarred under sub-clause (b) above; and
 - (d) other conditions as the Government may specify therein.
- 8.2 Upon issuance of the Letter, unless the expiry date of the Tender Validity Period of the Tender of the successful Tenderer is a date which is 90 days or more after the date of the Letter, such expiry date must be automatically extended to the date which is 90 days from the date of the Letter.
- 8.3 Upon and subject to the successful Tenderer having duly complied with Clause 8.1

hereof, the Government will issue the Memorandum of Acceptance notifying fulfillment of the conditions precedent and the Contract is deemed to have been formed on the date of the issuance of the Letter.

- 8.4 If the conditions precedent set out in Clause 8.1 above are not satisfied, the Government will be at liberty to award the Contract to another Tenderer, cancel this Invitation to Tender with or without conducting a fresh tender exercise or take such appropriate action as the Government deems fit. Without prejudice to the foregoing, if the successful Tenderer fails to deliver the Contract Deposit to the Government pursuant to Clause 10 below hereof, such failure may prejudice its future standing as a Government contractor or service provider.
- 8.5 Tenderers who do not receive any notification within the Tender Validity Period should assume that their Tenders have not been accepted.

9. **Financial Assessment**

- 9.1 If the Total Estimated Contract Price of a Tender exceeds HK\$15 million, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. For this purpose, the Tenderer is required to submit the following documents for financial vetting upon request by the Government:
- (a) Originals (or copies certified by its auditors) of the accounts of the Tenderer audited by a certified accountant or a public accountant registered under the Professional Accountants Ordinance (Cap. 50) for the three (3) financial years prior to the Tender Submission Date. The audited accounts must comply with the following requirements:
 - (i) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622).
 - (ii) The latest audited accounts must be for the period ending no more than 18 months before the Tender Submission Date.
 - (iii) The audited accounts must contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts.
 - (iv) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by its local law.
 - (v) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.

Remarks: Unaudited accounts are acceptable only if the Tenderer is an unincorporated business where audited accounts are not mandatorily required, or the Tenderer is a

newly established business where the first accounts are not yet available. For unincorporated businesses, tax records such as profits tax assessment issued by the Inland Revenue Department for the past three (3) financial years (if available) shall be provided. The unaudited accounts and tax records must be certified by the sole proprietor, partners or directors of the Tenderer, certified public accountants or other accountants acceptable to the Government.

- (b) Management accounts with a period ending not more than three (3) months before the Tender Submission Date if this has not been covered by the latest audited accounts. The accounts must be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the directors of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government as mentioned in Paragraph 9.1(a)(iv) above;
- (c) Projected statement of profit or loss and other comprehensive income and statements of cash flows of the Contract for each contract year and the pre-operating period (if applicable) and, if possible, those of the Tenderer during the Contract Period, setting out the revenue, details of operating expenses, capital expenditure including the initial investments and the sources of finance, and other particulars showing how the Tenderer will perform the Contract. The projected accounts and statements must comply with the following requirements:
 - (i) For a company, they shall be certified by a director or company secretary.
 - (ii) The assumptions used in preparing the projections shall be reasonable and shall be clearly stated. All the supporting schedules and detailed calculations shall also be provided.
 - (iii) The assumptions by the Government included in the Tender Documents shall be reflected in the Tenderer's projections.
- (d) Original letters from bankers, where applicable, confirming lines of credit facilities available to the Tenderer and the current undrawn/unutilised balances of such credit facilities on or after a specified date (shortly before the Tender Submission Date or a date fixed by the Government) and stipulating the expiry date of the facilities;
- (e) Copies (certified by the directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
- (f) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.

9.2 Tenderers must upon the request in writing by the Government provide the documents mentioned in Clause 9.1 above and any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by the Government.

10. **Contract Deposit**

- 10.1 The successful Tenderer must pay the Contract Deposit either by cheque, cashier's order or in the form of a banker's guarantee. Each Tenderer shall state clearly in Part 4 of Contract Schedule 3 the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government by cheque or cashier's order.
- 10.2 If the Total Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$1.36 million but is less than or equals to HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer must deposit with the Government, within 21 days from the date of the Letter, a Contract Deposit equivalent to 2% of the Total Estimated Contract Price.
- 10.3 If the Total Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer must deposit with the Government, within 21 days from the date of the Letter, a Contract Deposit equivalent to 2% (if it passes the financial vetting) or 5% (if it fails the financial vetting or where the financial information available is inadequate for a meaningful assessment of the Tenderer's financial capability) of the Total Estimated Contract Price.
- 10.4 If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the banker's guarantee must comply with the following:
- (a) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Cap. 155) and acceptable to the Government;
 - (b) unless otherwise agreed by the Government, it must be on the terms set out at Annex C; and any authorization used by the bank for the execution of the banker's guarantee shall be acceptable to the Government; and
 - (c) the banker's guarantee must come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter.
- 10.5 The Contract Deposit, whether paid by way of cheque, cashier's order or banker's guarantee will be returned to the Contractor or released in accordance with the Contract.

11. **Contractors' Performance Monitoring**

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.

12. **New Information**

A Tenderer shall inform the Government in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Documents. 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.

13. **Costs of Tender**

A Tenderer must submit its Tender at its own cost and expense. The Government will not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its Tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the Government, (b) site visits or surveys made by the Tenderer, and (c) presenting the Tenderer's equipment to the Government Representative during the site visits, whether before or after the Tender Closing Date.

14. **Warning against Bribery**

14.1 The offer of an advantage to any public 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.

14.2 The successful Tenderer must 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 must 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.

15. **Site Visit**

A **site visit will be held at 1000 hours on 16 August 2024 (Friday)**. Prospective Tenderers are encouraged to attend the site visit in order to determine the scale and costs of the Services to be provided. A tender briefing session on the Tender Documents will also be provided during the site visit. Interested parties who wish to attend are requested to complete the reply slip at Annex B and fax it to the Agriculture, Fisheries and Conservation Department (Attn: Field Officer I/ Nature Park 3) at fax number **2631 9162** on or before **1200 hours (Hong Kong time) on 15 August 2024 (Thursday)**. Each Tenderer can register not more than two (2) persons for the site visit. The schedule of the site visit and tender briefing session is subject to change at the sole discretion of the Government.

16. **Enquiry**

16.1 Any enquiries from the Tenderer concerning the Tender Documents shall be in writing and reach the address or fax number below at least five (5) working days prior to the Tender Closing Date.

Agriculture, Fisheries and Conservation Department
(Attn : Field Officer I/ Nature Park 3)
Nature Park Division
Agriculture, Fisheries and Conservation Department
5/F, Cheung Sha Wan Government Offices,
303 Cheung Sha Wan Road,
Kowloon, Hong Kong
Fax: 2631 9162
Email: npd@afcd.gov.hk

- 16.2 Unless otherwise expressly stated by the Government in writing, any response by the Government (whether oral or written) to any enquiry by a prospective Tenderer is for information only. No such response will constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied).
- 16.3 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.
- 16.4 All communications given or made by the Government or a Tenderer in relation to the Invitation to Tender must be in writing and sent or delivered to the other party in the manner provided in Clause 31 of the Conditions of Contract, save that the Government may, by prior notice to a Tenderer, require the Tenderer to send or deliver a written communication by post or facsimile only. A Tenderer should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.

17. **Warranty against Collusion**

- 17.1 The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to in Clause 17.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- 17.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Contract Schedule 5) as part of its Tender.
- 17.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Clause 17.1 above or in the Non-collusive Tendering Certificate submitted by it under Clause 17.2 above, the Government will be entitled to, without compensation to any person or liability on the part of the Government:
- (a) reject the Tenderer's Tender;

- (b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
- (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract.

17.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damage, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Clause 17.1 above or in the Non-collusive Tendering Certificate submitted by it under Clause 17.2 above.

17.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 17.1 above or in the Non-collusive Tendering Certificate submitted by it under Clause 17.2 above may prejudice its future standing as a Government contractor or service provider.

17.6 The rights of the Government under Clauses 17.3 to 17.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

18. **Negotiations**

The Government reserves the right to negotiate with any Tenderer the terms of the Tenderer's Tender and conditions of the Contract.

19. **Government Discretion**

19.1 Notwithstanding anything to the contrary in this Tender Documents, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:

- (a) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Tender Closing Date or an order is made or a resolution is passed for the winding up of the Tenderer;
- (b) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
- (c) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringes any Intellectual Property Rights or any other rights of any person ("IPR infringement") (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award); or (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the

Tenderer or any other person to settle or compromise any claim or allegation about IPR infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award;

- (d) any time during the thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer or a related person of the Tenderer (as defined in Clause 19.6 below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficiency(ies) in the performance of any requirement or obligation under any other Government contract awarded by the Director of Agriculture, Fisheries and Conservation regardless of whether the default(s) or deficiency(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficiency(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficiency(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficiency(ies) has been remedied (“Contract Default(s)”); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender;
- (e) (i) the Tenderer; or (ii) a related person of the Tenderer; or (iii) a director or management staff of the Tenderer or those of the related person of the Tenderer, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of Contract award;
- (f) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Tenderer or a related person of the Tenderer or a director or management staff of the Tenderer or those of the related person of the Tenderer; professional misconduct includes any breach of the Good Industry Practice; or
- (g) any failure of the Tenderer to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award.

19.2 For the purposes of Clause 19.1 above, each Tenderer must provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government’s determination as to whether to exercise its right of disqualification), including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Clause 19.1(a) above;
- (b) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Clause 19.1(c) above;
- (c) details of all Contract Defaults as mentioned in Clause 19.1(d) above;
- (d) details of conviction as mentioned in Clause 19.1(e) above in Hong Kong or any overseas jurisdictions;
- (e) details of any professional misconduct or act or omission as mentioned in Clause 19.1(f) above; and
- (f) details of any failure to pay taxes as mentioned in Clause 19.1(g) above.

If none of the events as mentioned in Clauses 19.1(a) to 19.1(g) above has ever occurred within the applicable period as mentioned above, the Tenderer must provide a statement to that effect by completing Part 2 of Contract Schedule 3 (Information Schedule) at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Clause 19.3 below. The information provided by the Tenderer is not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred

- 19.3 In addition to the information mentioned in Clause 19.2 above, the Government reserves the right to request from a Tenderer or director or management staff of the Tenderer or those of the related person of the Tenderer or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Paragraph 19.1 above.
- 19.4 If the Tenderer fails to comply with the request made by the Government pursuant to Clause 19.3 above within such time as required by the Government, the Government may disqualify the Tenderer pursuant to Clause 3.7 above. If the Tenderer has submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Clause 19.1(b) above.
- 19.5 In providing the information required under Clauses 19.2 and 19.3 above, the Tenderer may show cause to satisfy the Government that in relation to any of the events as mentioned in Clause 19.1 above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.
- 19.6 The expression "related person" of the Tenderer includes any one of the following:
- (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer ("majority shareholder");
 - (b) a holding company or a subsidiary of the Tenderer;

- (c) a holding company or a subsidiary of a majority shareholder of the Tenderer; or
- (d) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions “holding company” and “subsidiary” have the meanings given to them in the Companies Ordinance (Cap.622).

19.7 References to related persons of the Tenderer, directors and management staff of the Tenderer or those of a related person in any of the applicable sub-clause of Clause 19.1 above include persons who were in such capacity at such time of the event referred to in that sub-clause.

19.8 Notwithstanding anything to the contrary in the Tender Documents, the Government reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

20. **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 Agriculture, Fisheries and Conservation 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.

21. **Environmental-friendly Measures**

21.1 Tenderers are requested to minimize the impact of their activities on the environment.

21.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:

- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
- (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
- (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

22. **Innovative Suggestions**

- 22.1 Tenderers are encouraged to submit with the Tender its Innovative Suggestions by filling in Contract Schedule 6 (Innovative Suggestions) for the purpose of scoring marks under assessment criterion (5) of the marking scheme in Stage 3 of Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender. A Tenderer shall submit all relevant supporting documents in its Tender **before the Tender Closing Date** to substantiate the practicability and effectiveness of its Innovative Suggestions. **Tenderers may be requested, at the Government's discretion, to provide further supporting documents (e.g. test reports / certificates) in relation to any Innovative Suggestion within 5 working days or such other period as specified in the request.** No marks will be given to the Innovation Suggestion if the requested supporting documents are not provided by the deadline specified in the request or are not acceptable to the Government.
- 22.2 The Government may, at its absolute discretion and subject to negotiations under Clause 18 above, accept or reject one or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestions shall form an integral part of the Contract.

CONDITIONS OF CONTRACT**CONTENTS**

1. Duration
2. Services to be Provided and Variation of Services
3. Non-exclusive Contract
4. Service Level and Service Specifications
5. Regulations of Contractor and the Contractor's Employees
6. Subsequent Employment
7. Liabilities and Indemnities
8. Replacement of Contractor's Employees
9. Personnel Records
10. Contractor's Obligations Relating to the Employment of Contractor's Employees
11. Contractual Obligations under the Standard Employment Contract
12. Gratuity to Non-skilled Workers and Supervisory Staff
13. Holiday Pay to Non-skilled Workers
14. Extra Wages to Non-skilled Workers for Working under Typhoon Signal No. 8 or above
15. Payment for Services
16. Deduction in Monthly Service Fees
17. Contract Deposit
18. Debarment Mechanism and Demerit Point System
19. Termination and Effects of Termination
20. Government Property
21. Publicity
22. Force Majeure
23. Confidentiality and Protection of Personal Data
24. Relationship of the Parties
25. Assignment and Sub-Contracting
26. Sub-contractors' Compliance with the Relevant Obligations
27. Entire Contract
28. Severability
29. Waiver
30. Contracts (Rights of Third Parties) Ordinance
31. Notices
32. Insurance Policy
33. Occupational Safety and Health
34. Warranties and Representations
35. Variations
36. Government Premises
37. Probity
38. Disclosure of Information
39. Retention of Records
40. Assistance in Legal Proceedings
41. Recovery of Sums Due
42. Governing Law and Jurisdiction
43. Admission of Contractor Personnel to Government Premises
44. United Nations Convention on Contracts for the International Sale of Goods not applicable
45. Heat Stroke Prevention Work Plan

CONDITIONS OF CONTRACT

1. Duration

- 1.1 The Contractor must provide the Services to the Government for a period of **36 months commencing from 1 November 2024**, or a date specified in the Memorandum of Acceptance, whichever is later, subject to early termination or extension provided for in the Contract.
- 1.2 The Government may, by serving on the Contractor not less than one (1) month's advance notice in writing extend the Contract for a period up to an aggregate maximum of six (6) months on the same terms and conditions contained in the Contract (except this Clause 1.2). The extended Contract Period commences immediately upon the expiry of the current Contract Period.
- 1.3 The Contractor must agree to the extension of the Contract made under Clause 1.2 above hereof when the Government exercises its right to extend the Contract.

2. Services to be Provided and Variation of Services

- 2.1 The Contractor must provide the Services in accordance with the terms and conditions of the Contract (including but not limited to the Service Specifications, the Conditions of Contract and the Contract Schedules) at such time and in such manner as the Government Representative may specify from time to time and to the satisfaction of the Government Representative.
- 2.2 The Contractor must observe and comply with any directions or instructions given by the Government Representative.
- 2.3 Each Contractor's Employee must devote all of his or her respective time, attention and energy to carrying out of the Services and subject to any directions as may be given by the Government from time to time.
- 2.4 The Contractor's Employees may be required to work over-time or in places other than the Contract Venue as may be directed by the Government Representative or as driven by the demands of work, urgency of task or operational needs.
- 2.5 The Contractor must not extend the Services beyond the requirements specified in the Contract except as directed in writing by the Government Representative. However, the Government Representative may at any time during the Contract Period by notice in writing require the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor must carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Contract.
- 2.6 Where a variation has been made to the Contract, the amount to be added to or deducted from the Monthly Service Fees in accordance with that variation is determined in accordance with the rates specified in the Price Schedule so far as the same may be applicable. Where rates are not contained in the Price Schedule, or are not applicable, such amount will be such sum as is reasonable in the circumstances.
- 2.7 Without prejudice to Clauses 2.5 and 2.6 above, the Government may at its option (but under no obligation) and at any time during the Contract Period request for additional

services pursuant to Section B of Part A of the Price Schedule, by giving:

- (a) 3 days' notice in writing to require the Contractor to provide additional Security Guards and/or Security Supervisors at such places, in such manner and at such times as the Government Representative may specify; or
- (b) not less than 2 hours' verbal notice (to be properly documented subsequently) to require the Contractor to provide additional Security Guards and/or Security Supervisors to carry out emergency or other special services at any locations in the Contract Venue.

3. **Non-exclusive Contract**

Nothing in the Contract will preclude the Government from procuring all or any of the Services from any other person.

4. **Service Level and Service Specifications**

- 4.1 The Contractor must provide the Services in a timely and professional manner and must conform to the standards generally observed in the industry for similar services and the specific requirements as set out in this Contract.
- 4.2 (a) The Contractor must comply with all the provisions in the Service Specifications during the continuance of the Contract.
- (b) Within four (4) weeks after the commencement of the Services, and at any time thereafter, the Government Representative may review the proposed Execution Plan including the Management Plan and the Innovative Suggestion(s). Where the Government Representative finds that any revision to the Execution Plan is reasonably necessary, the Contractor shall, upon request by the Government Representative, introduce at no cost to the Government revised Execution Plan with such modifications to ensure provision of the Services to the satisfaction of the Government Representative. In such event, the Contractor shall submit the proposed Execution Plan to the Government Representative for approval. The Contractor shall not implement the revised Execution Plan unless and until it has obtained the Government Representative's approval to do so. Where the Government Representative has given approval for the revised Execution Plan, the Contractor shall implement the revised Execution Plan forthwith or on such date specified by the Government Representative. The Government Representative shall be entitled to vary the order, priority and time for carrying out the Services as the Government Representative may consider expedient so to do.
- 4.3 The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to provide the Services. The Contractor will not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to the Service Specifications or any other provisions of the Contract.
- 4.4 The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.

4.5 The Contractor must perform its obligations under the Contract:

- (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
- (b) in accordance with Good Industry Practice.

4.6 Time shall be of the essence as regards each provision of the Services.

4.7 Notwithstanding any provision of the Contract, due provision of any Services to the Government will not be regarded to have taken place unless and until such Services are accepted by the Government.

5. **Regulations of Contractor and the Contractor's Employees**

5.1 The Contractor must be responsible for the efficient performance of the Contract and for the good conduct of the Contractor's Employees while they are performing duties for the Government.

5.2 The Contractor must: -

- (a) ensure that all Contractor's Employees are efficient, honest and acceptable to the Government in terms of ability, working attitude and personal behaviour;
- (b) ensure that all Contractor's Employees satisfy the qualification and experience requirements and possess any skills and expertise set out in the Service Specifications;
- (c) ensure that all Contractor's Employees perform competently and behave to the satisfaction of the Government Representative;
- (d) ensure that all Contractor's Employees abide by the Government's instructions and any law and regulations applicable to the provision of Services;
- (e) immediately notify in writing the Government Representative of any acceptance of advantage, bankruptcy or disclosure of confidential information affecting the Contractor's Employees.

5.3 The Contract Manager must attend meetings with the Government from time to time for the Services under the Contract. The Contractor must not replace or substitute the Contract Manager without obtaining prior consent from the Government.

5.4 The appointment or replacement of any Contractor's Employee to undertake any part of the Services will not relieve the Contractor from any liability or obligation under this Contract and the Contractor will be responsible for the acts, omissions, defaults and neglects of any Contractor's Employee as if they were the acts, omissions, defaults or neglects of the Contractor.

5.5 The Contractor must provide proper training and instructions from time to time for all Security Personnel on all matters concerned with the Services.

5.6 The Contractor must comply with all applicable laws and regulations. In particular, the Contractor must:

- (a) comply with the Employment Ordinance (Cap. 57) and the Immigration Ordinance (Cap. 115). The Contractor must not employ any persons who are forbidden by the laws of Hong Kong or are not entitled to undertake any employment in Hong Kong;
- (b) 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
- (c) comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509) and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of Services.

- 5.7 The Contractor must hold a valid Security Company Licence throughout the entire Contract Period.
- 5.8 The Contractor must secure, obtain and maintain at its own cost throughout the Contract Period all governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract.
- 5.9 Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract will be provided by the Government free of charge but must be returned to the Government in good order on completion of the Contract.
- 5.10 If at the request of the Contractor assistance of any Government staff is provided after normal business hours, the Contractor must be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

6. **Subsequent Employment**

The Contractor must not restrain any Contractor's Employee from the employment by the Government or any other company to provide services for the Government upon the completion or termination of the contract between the Contractor's Employee and the Contractor. If the Government Representative has reason to believe that the Contractor is in breach of this clause, the Government Representative may at its absolute discretion demand the Contractor to remove such restraint within seven (7) working days. Otherwise, the Government may exercise the right to forthwith terminate this Contract.

7. **Liabilities and Indemnities**

7.1 Neither the Government nor any of its employees or agents will be liable for:

- (a) any loss of or damage to any of the Contractor's property or that of its employees or agents (whether or not caused by any Negligence of the Government or its employees or agents); or
- (b) any injury to or death of any of the Contractor's employees or agents, except where such injury or death was caused by the Negligence of the Government or any of its employees or agents.

7.2 Without prejudice to any other provision of the Contract, the Contractor must indemnify each of the Government and its employees and agents (each an “Indemnified Person”) against:

- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person (“Claims”); and
- (b) any and all liabilities, losses, damages, costs, charges or expenses (including (i) all legal fees and other awards, costs, payments, charges and expenses and (ii) any loss or damage sustained by or any injury to or death of any person in consequence of any Negligence of the Contractor or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with or out of:

- (i) the performance or breach of any provisions of the Contract by the Contractor, its employees, agents or sub-contractor if any;
- (ii) the negligence, recklessness, tortious acts or wilful omission of the Contractor, its employees, agents or sub-contractor if any;
- (iii) any default, unauthorised act or wilful misconduct of the Contractor, its employees, agents or sub-contractor if any;
- (iv) any claim that the use or possession of the Materials infringes the Intellectual Property Rights of any person; or
- (v) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority.

7.3 The indemnity under Clause 7.2 above does not apply to any injury or death caused by the Negligence of an Indemnified Person.

7.4 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor must verbally inform the Government Representative as early as practicable and deliver to the Government a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.

7.5 For the purposes of this Clause, “Negligence” has the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

7.6 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor will not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

8. **Replacement of Contractor’s Employees**

- 8.1 The Government has the right to require the Contractor to immediately replace any of the Contractor's Employees if:
- (a) the Government, in its reasonable opinion, finds the Contractor's Employee unsuitable on grounds including but not limited to 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
 - (b) the Contractor's Employee fails or ceases to satisfy the minimum qualification requirements as specified in Clauses 2.2, 2.3 and 2.4 of the Service Specifications; or
 - (c) the Government, in its opinion, finds the Contractor's Employee incompetent or incapable of performing the Services.
- 8.2 Upon receipt of the notice from the Government, the Contractor must nominate the substitutes or replacements for the Government. The Contractor must be solely responsible for all direct, indirect and consequential costs or losses that may arise from such substitution or replacement.
- 8.3 The Contractor must ensure that each of the nominated substitutes or replacements referred to in Clause 8.2 above hereof satisfies the requirements on qualification, skills and experience specified in the Service Specifications and will be available immediately. In the event that the Government Representative, in its judgment, is not satisfied with any of the nominated substitutes or replacements, the Contractor must forthwith provide other candidates to the Government Representative until a suitable replacement is selected.

9. **Personnel Records**

- 9.1 The Contractor must seek consent from the Contractor's Employees to disclose their personal data, records and photographs to the Government Representative.
- 9.2 The Contractor must sign an employment agreement with each of the Contractor's Employees (other than Security Personnel) containing at least the employment period, rest day arrangements, maximum working hours for each day of work and wages. The parties to the employment agreement must consent to the production of the employment agreement and all documents relating to the employment to the Government upon request.
- 9.3 The Contractor must on or before the commencement date of employment enter into a written Standard Employment Contract with each of its Security Personnel (except a temporary relief worker whose period of engagement does not exceed seven (7) days). The Contractor must refer to the latest version of the Standard Employment Contract and its guidance notes when signing the Standard Employment Contract with all its Security Personnel.
- 9.4 The Contractor must keep proper record of the written employment agreements including any amendments or deletion and the payments to each of the Contractor's Employees. Payments must be made by way of autopay for proper record keeping purpose.
- 9.5 The Government reserves the right to, at any time, request the Contractor to produce evidence that such written employment agreements mentioned in Clauses 9.2 and 9.3 above hereof have been entered into and that the employment conditions have been

complied with, including production of employment agreements for inspection. All records stated in this Clause must be readily available for inspection by the Government Representative.

10. **Contractor's Obligations Relating to the Employment of Contractor's Employees**

- 10.1 The Contractor must pay each Security Personnel engaged in the carrying out of the Services in accordance with the Employment Ordinance (Cap. 57).
- 10.2 The committed monthly wage specified in Contract Schedule 2 will not include the Contractor's contribution under the Mandatory Provident Fund in respect of the Security Personnel and any other benefits which the Contractor will or intend to provide to the Security Personnel.
- 10.3 The monthly wage payable by the Contractor to each Security Personnel **must not be less than**
- (i) the monthly wage committed by the Contractor in Contract Schedule 2; or
 - (ii) the "SMW plus rest day pay rate" as the same may be adjusted as a result of future revision of SMW,
- whichever is the higher.
- 10.4 The Contractor shall not allow any Security Personnel to work for more than the maximum net working hours per day as committed by the Contractor in Contract Schedule 2.
- 10.5 A failure to observe or comply with any requirement in this Clause 10 will be construed as a material breach of the Contract and the Government will have the right to seek appropriate remedies including termination of the Contract forthwith.

11. **Contractual Obligations under the Standard Employment Contract**

- 11.1 The Contractor shall enter into a written Standard Employment Contract with each of its Non-skilled Workers employed for the performance of this Contract if the employment period exceeds seven (7) days. A Standard Employment Contract is still required for a temporary relief worker if the employment period is longer than seven (7) days.
- 11.2 The Contractor shall strictly observe its contractual obligations under the Standard Employment Contract, including but not limited to, the contractual obligations the breach of which would attract a Demerit Point.
- 11.3 Without prejudice to the generality of Clause 11.2 above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
- (a) paying wages;
 - (b) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
 - (c) paying wages at a rate of at least 150% for the Non-skilled Workers who are

required to work when the typhoon signal no. 8 or above is hoisted;

- (d) paying wages by means of autopay to the Non-skilled Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the Non-skilled Worker concerned);
- (e) paying the gratuity to the Non-skilled Workers as provided under Clause 12.1 of the Conditions of Contract (where applicable);
- (f) paying the gratuity to the Non-skilled Workers as provided under Clause 12.2 of the Conditions of Contract (where applicable); and
- (g) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.

11.4 In the event that the Contractor engages a sub-contractor (the engagement of which is subject to the Government's prior written approval), it shall ensure that its sub-contractor shall also observe and comply with Clause 11.1 to Clause 11.3 above, as if references to "Contractor" read "sub-contractor".

11.5 If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 11.1 to Clause 11.3 above, without prejudice to any other rights, actions or remedies available to the Government including but not limited to the issuance of one or more Demerit Points to the Contractor and/or the sub-contractor, the Government may terminate the Contract immediately.

12. **Gratuity to Non-skilled Workers and Supervisory Staff**

Gratuity to Non-skilled Workers

12.1 The Contractor shall pay a gratuity to each Non-skilled Worker upon the expiry or termination of the Standard Employment Contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Non-skilled Worker has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of service of not less than 12 months immediately before the expiry or termination of the Standard Employment Contract.

12.2 Notwithstanding Clause 12.1 above, for each Non-skilled Worker who has been employed by the Contractor under the Standard Employment Contract in respect of this Contract for a period of service of less than 12 months immediately before the termination of the Standard Employment Contract (and yet still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall pay a gratuity to the Non-skilled Worker in respect of that shorter period of service provided that the Standard Employment Contract is terminated by the Contractor and the termination of the Standard Employment Contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

For the avoidance of doubt, for the purpose of this Clause 12.2, where the termination of the Standard Employment Contract is due to reason(s) in accordance with section 9 of the

Employment Ordinance (Cap. 57) or due to the Non-skilled Worker terminating the Standard Employment Contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 12.2 to apply, this Contract shall originally be scheduled to have a contract duration of not less than 12 months had it not been terminated by the Government.

- 12.3 If a Non-skilled Worker is entitled to the gratuity in Clause 12.1 or Clause 12.2 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Non-skilled Worker during the period of service as mentioned therein.
- 12.4 The gratuity shall be paid prior to the payment of any severance payment or long service payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment in accordance with the Standard Employment Contract. Detailed requirements on the gratuity payable are set out in the Standard Employment Contract and the Contractor shall comply with the relevant clauses and follow the examples of illustration therein.

Gratuity to Supervisory Staff

- 12.5 The Contractor shall pay a gratuity to each Supervisory Staff upon the expiry or termination of the contract of employment as defined in the Employment Ordinance (Cap. 57) entered into by the Contractor and the Supervisory Staff (referred to “the employment contract” hereafter for the purpose of Clauses 12.5 and 12.6), for reason(s) other than in accordance with section 9 of the Employment Ordinance (Cap. 57), provided that the Supervisory Staff has been employed by the Contractor under a continuous contract (as defined in the Employment Ordinance (Cap. 57)) in respect of this Contract for a period of service of not less than 12 months immediately before the expiry or termination of the employment contract.
- 12.6 Notwithstanding Clause 12.5 above, for each Supervisory Staff who has been employed by the Contractor under the employment contract in respect of this Contract for a period of service of less than 12 months immediately before the termination of the employment contract (and yet still satisfying the requirement of continuous contract under the Employment Ordinance (Cap. 57)), the Contractor shall pay a gratuity to the Supervisory Staff in respect of that shorter period of service provided that the employment contract is terminated by the Contractor and the termination of the employment contract is due to the termination by the Government of this Contract or is timing wise after the issue of the termination notice by the Government for the termination of this Contract (regardless of whether or not such termination by the Government is due to the default of the Contractor or otherwise).

For the avoidance of doubt, for the purpose of this Clause 12.6, where the termination of the employment contract is due to reason(s) in accordance with section 9 of the Employment Ordinance (Cap. 57) or due to the Supervisory Staff terminating the employment contract, no gratuity shall be payable in respect of the period of service of less than 12 months. In addition, for Clause 12.6 to apply, this Contract shall originally be scheduled to have a contract duration of not less than 12 months had it not been terminated by the Government.

- 12.7 If a Supervisory Staff is entitled to the gratuity in Clause 12.5 or Clause 12.6 above, the amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the Supervisory Staff during the period of service as mentioned therein.
- 12.8 The gratuity shall be paid prior to the payment of any severance payment or long service

payment payable under the Employment Ordinance (Cap. 57) and may be offset against the severance payment or long service payment.

13. Holiday Pay to Non-skilled Workers

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

13.2 If the Employee is employed by the Employer to work under more than one Government service contract, details of the holiday pay payable is set out in Clause 4 of the Schedule of the Standard Employment Contract.

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

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

15. Payment for Services

15.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with the Contract to the satisfaction of the Government, the Government will pay the Contractor the Monthly Service Fees at the rate specified in the Price Schedule and as calculated in the following manner:

Monthly Rate for provision of Security Supervisors / Security Guards as set out in Section (A) of Part A of Price Schedule	+	Charges (if any) for provision of additional Security Supervisors and/or Security Guards (as the case may be) calculated with the rates quoted in Section (B) of Part A of Price Schedule	-	Deductions pursuant to any provisions of this Contract
--	---	---	---	--

15.2 Payment will be made direct to the Contractor's bank account in Hong Kong.

15.3 The Contractor must submit a monthly invoice within seven (7) working days after the

end of each month to the Government Representative or as otherwise directed. Unless otherwise provided, payment will be made after the receipt of invoices and only upon certification by the Government Representative that the Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative.

- 15.4 Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning payment must be addressed to the Director of Agriculture, Fisheries and Conservation in the manner described below:

Address - Nature Park Division
Agriculture, Fisheries and Conservation Department
5/F, Cheung Sha Wan Government Offices,
303 Cheung Sha Wan Road,
Kowloon, Hong Kong

(Attn: Nature Park Officer (Planning and Administration))

Fax No. - 2631 9162

The Government will not be liable for any delay in payment if invoices and correspondence are not so addressed.

- 15.5 The Monthly Service Fees will be inclusive of all fees, costs, charges, expenses and disbursements incurred by the Contractor for provision of the Services. Apart from the Monthly Service Fees, under no circumstances whatsoever will the Government be liable to pay to the Contractor or any other person any money. All Services must be performed by the Contractor at its sole cost, subject to the payment of the Monthly Service Fees only.
- 15.6 Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Monthly Service Fees and any other sum payable by the Government to the Contractor under the Contract if:
- (a) the Contractor fails to observe or perform any provision of the Contract;
 - (b) the Government disputes on any reasonable ground its obligation to pay the amount in question;
 - (c) 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
 - (d) withholding of payment is required by any applicable law.
- 15.7 No payment made by the Government under the Contract will prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.

16. **Deduction in Monthly Service Fees**

- 16.1 The Contractor must ensure that the number of Security Supervisors and Security Guards

deployed to perform the Services is not less than that stipulated in Services Specifications. In the event of resignation, dismissal or absence of any such Security Supervisors and Security Guards as set out in Services Specifications, the Contractor must promptly provide adequate and competent replacements. If the Contractor fails to comply with this Clause, the Government may deduct a sum or sums calculated in accordance with sub-clause 16.2 below from the Monthly Service Fees.

- 16.2 If the Contractor fails to provide the required number of Security Supervisors or Security Guards in accordance with sub-clause 16.1 above, or any Security Supervisor or Security Guard is absent from duty, or any Security Supervisor or Security Guard has not performed the Services to the satisfaction of the Government Representative, without prejudice to any rights, actions or remedies that the Government has or may have against the Contractor, the Monthly Service Fees will be deducted by the sum calculated as follows:

For Security Supervisors and Security Guards

$$\begin{array}{l} \text{Duration of the total} \\ \text{period of absence from} \\ \text{duty or unsatisfactory} \\ \text{performance (in 0.5} \\ \text{hours) of the Security} \\ \text{Supervisor(s) and/ or} \\ \text{Security Guard(s) in a} \\ \text{month} \end{array} \times \frac{\begin{array}{l} \text{Monthly Rate for Security Supervisors /Security Guards} \\ \text{as set out in Section (A) of Part A of Price Schedule} \end{array}}{\begin{array}{l} \text{Total number of Security Supervisors /Security Guards} \\ \text{x number of days in the concerned month in which the} \\ \text{Security Supervisor(s) / Security Guard(s) are required to} \\ \text{provide the Services (days) x 8 (net working hours)} \end{array}}$$

For Additional Security Guard Services acquired on demand basis

$$\begin{array}{l} \text{Duration of the total} \\ \text{period of absence from} \\ \text{duty or unsatisfactory} \\ \text{performance (in 0.5} \\ \text{hour) of the Security} \\ \text{Supervisor(s) or} \\ \text{Security Guard(s) (as} \\ \text{the case may be)} \end{array} \times \frac{\begin{array}{l} \text{Daily charge for Additional Security Supervisor and/ or} \\ \text{Security Guard (as the case may be) as set out in Section (B)} \\ \text{of Part A of Price Schedule} \end{array}}{8 \text{ (net working hours)}}$$

In determining the amount of deduction under this Clause, a period of less than half (0.5) hour in which a Contractor's Employee is absent will be regarded as half (0.5) hour.

- 16.3 There shall be deducted from the Monthly Service Fees such amounts that the Contractor has failed to pay the Security Personnel in full in accordance with the Contract. The Contractor hereby irrevocably accepts that such amounts may be reasonably determined by the Government Representative by taking into account the evidence from the Security Personnel and all relevant circumstances.
- 16.4 Liquidated Damages in relation to failure to deliver Accepted Innovative Suggestions
- (a) The Contractor undertakes and warrants that it shall carry out all Accepted Innovative Suggestion(s). In the event that the Contractor fails to deliver any of the Accepted Innovative Suggestions in relation to during a relevant billing period, the Services or any part thereof; or otherwise not relating to any Services, (in each

ease a “non-complied Accepted Innovative Suggestion”), the Contractor shall, subject to Sub-clauses (b) and (d), pay to the Government a sum of money calculated according to the applicable formula as liquidated damages for EACH of such non-complied Accepted Innovative Suggestions:

- (i) Liquidated damages relating to the Contractor’s failure to fully carry out an Accepted Innovative Suggestion in relation to the Services or any part thereof during a billing period (L1)

$$L1 = C1 \times W(T) \times \frac{M(IS)}{M(TP)}$$

where $C1$ = the Contract Price payable during the relevant billing period for the Services or any part thereof in respect of which the Contractor fails to carry out the relevant Accepted Innovative Suggestion (but the amount shall be before the deduction of liquidated damages for all non-complied Accepted Innovative Suggestions covered by this formula)

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

$M(IS)$ = (depending on whether the non-complied Accepted Innovative Suggestion is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the non-complied Accepted Innovative Suggestion)

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

- (ii) Liquidated damages relating to the Contractor’s failure to fully carry out an Accepted Innovative Suggestion which is not related to Services (L2)

$$L2 = C2 \times W(T) \times \frac{M(IS)}{M(TP)} \times \frac{P}{CP}$$

Where $C2$ = the total amount of Contract Price payable under the whole of the Contract (but the amount shall be before the deduction of liquidated damages for all non-complied Accepted Innovative Suggestions covered by this formula)

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

$M(IS)$ = (depending on whether the non-complied Accepted Innovative Suggestion is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to

the non-complied Accepted Innovative Suggestion)

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

P = *duration of time expressed in number of days during which the Contractor fails to fully carry out the relevant Accepted Innovative Suggestion within the Contract Period up to the day the amount of the liquidated damages is determined for the time being or up to the end of the Contract Period as the case may be*

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

- (b) The number of Accepted Innovative Suggestions which are Pro-innovation Proposals that the Contractor fails to fully carry out and upon which liquidated damages are payable under the applicable formula in Sub-clause (a) shall not exceed the minimum number of Pro-innovation Proposals to which full marks could be awarded to a Tenderer in the marking scheme. The same for those Accepted Innovative Suggestions which are ESG Proposals. However, there is no limit on the number of billing periods in respect of which liquidated damages shall be payable under the first formula of Sub-clause (a).
- (c) The aggregate amount of liquidated damages payable pursuant to the first formula and the second formula in Sub-clause (a) above may not exceed 4.5% of the Monthly Service Fees (calculated in Clause 15.1 above but prior to any deductions pursuant to any provisions of this Contract)
- (d) The liquidated damages payable pursuant to the first formula in Sub-clause (a) may be deducted from the Contract Price payable in respect of Services over the billing period to which the non-complied Accepted Innovative Suggestion relates or from any other Contract Price payable during the Contract Period. The Government reserves the right to demand the payment of the liquidated damages from time to time including the time when the invoice in respect of the relevant billing period is to be settled or in respect of any subsequent billing period or at the end of the Contract Period whether by setting off from any invoiced amount or from the Contract Deposit (if any). The liquidated damages payable pursuant to the second formula in Sub-clause (a) may likewise be deducted in the same manner from any Contract Price or from the Contract Deposit. Alternatively, any such amount shall be settled by the Contractor in cash as per the demand of the Government within seven (7) days.
- (e) For the avoidance of doubt, for any billing period during which the Services should be performed that an Accepted Innovative Suggestion is not complied with, liquidated damages shall be calculated separately under Sub-clause (a) for each such billing period.

17. **Contract Deposit**

- 17.1 If the Contractor fails to comply with any provision of the Contract or any amount is due or payable by the Contractor to the Government, the Government may deduct from the

Contract Deposit or call on the banker's guarantee (as the case may be) to recover the amount of costs, losses, damage or expenses suffered or incurred by the Government relating to such failure, or to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Contractor.

- 17.2 The Contract Deposit (whether paid in cheque, casher's order or in the form of the banker's guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities owed by the Contractor to the Government.
- 17.3 If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee any time prior to the expiry or termination of the Contract, the Contractor must, within 21 days after the date of the written demand 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 will be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause, the further banker's guarantee must comply with the requirements in Clause 10.4(a) and (b) of the Terms of Tender and will come into operation on the date of its execution.
- 17.4 If the Contractor fails to comply with Clause 17.3, the Government may terminate the Contract immediately.
- 17.5 Upon the expiry or termination of the Contract:
- (a) if the Contract Deposit is paid by cheque or cashier's order, the Government will, after deducting the sums due from the Contractor to the Government, return the balance of the Contract Deposit in cheque and without interest to the Contractor 3 months after completion of all the obligations under the Contract by the Contractor to the Government's satisfaction, or the expiry or termination of the Contract, whichever is the later;
 - (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee will be discharged and released in accordance with its terms.

18. **Debarment Mechanism and Demerit Point System**

- 18.1 Under the Debarment Mechanism, if the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- 18.2 Under the Demerit Point system, if the Contractor is in breach of any of the following contractual obligations in one separate incident (or two separate incidents in the case of Clause 18.2(j) over any continuous period of 12 months within the Contract Period), the Government is entitled to issue one Demerit Point to the Contractor:
- (a) wages;

- (b) holiday pay payable to Non-skilled Workers having been employed under a continuous contract for not less than one month;
 - (c) wages at a rate of at least 150% for Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted;
 - (d) daily maximum working hours;
 - (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days;
 - (f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the Non-skilled Workers concerned);
 - (g) gratuity payable to Non-skilled Workers as provided under Clause 12.1 of the Conditions of Contract (where applicable);
 - (h) gratuity payable to Non-skilled Workers as provided under Clause 12.2 of the Conditions of Contract (where applicable);
 - (i) gratuity payable to Supervisory Staff as provided under Clause 12.5 or Clause 12.6 of the Conditions of Contract (where applicable);
 - (j) compliance with all of the measures in the Heat Stroke Prevention Work Plan. For the avoidance of doubt, the Heat Stroke Prevention Work Plan is only applicable if the Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources.
- 18.3 For the purpose of each of Clauses 18.2(a) to (j) above, whether there is one separate incident of breach of the contractual obligations referred to therein shall be determined by the Government. For the purpose of each of Clauses 18.2(a) to (i) above, for every separate incident of non-compliance with the contractual obligations referred to therein, the Government is entitled to issue one Demerit Point to the Contractor. For the purpose of Clause 18.2(j), a non-compliance with the Heat Stroke Prevention Work Plan is a substantiated complaint or breach with respect to the Heat Stroke Prevention Work Plan determined by the Government. For every two separate incidents of non-compliance with the Heat Stroke Prevention Work Plan by the Contractor under this Contract over any continuous period of 12 months within the Contract Period, the Government is entitled to issue one Demerit Point to the Contractor.
- 18.4 The Contractor shall be fully liable for acts of default or neglect of any sub-contractor or employees of the sub-contractor. If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to Clause 18.2 above, the Government is entitled to issue one Demerit Point to each of the Contractor and the sub-contractor in accordance with Clauses 18.2 and 18.3 above.
- 18.4 The Demerit Point(s) will be mandatorily taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.

19. Termination and Effects of Termination

19.1 Without prejudice to any rights and claims of the Government under the Contract or otherwise at law, the Government will be entitled to forthwith terminate the Contract by seven (7) days' written notice to the Contractor if any of the following events occurs –

- (a) the Contractor fails to observe or perform any of the terms and conditions of the Contract or pay any of the sums payable by the Contractor under the Contract, or (in the case of a breach capable of being remedied but not otherwise) the Contractor has failed to remedy the breach to the satisfaction of the Government Representative within seven (7) days (or such longer period as the Government Representative may, in its sole discretion, allow) after the issuance by the Government Representative to the Contractor of a request in writing (such request to contain a warning of the Government's intention to terminate the Contract) requiring it to do so; or
- (b) any warranties, undertakings, representations or information made or given by the Contractor to the Government in connection with the Tender or the Contract is incomplete, false or misleading; or
- (c) the Contractor abandons the Contract in part or in whole; or
- (d) the Contractor is found to have employed illegal workers in the execution of this Contract; or
- (e) the Contractor is convicted of any Relevant Offences or any offences under the Minimum Wage Ordinance (Cap. 608); or
- (f) the Contractor has accumulated three (3) or more Demerit Points arising from this Contract over a rolling period of 36 months; or
- (g) the Contractor has made any false declaration or untruthful revelation in regard to the record of convictions of offences under any of the relevant Ordinances in its tender submission made during the tendering process of this Contract; or
- (h) the Contractor has its Security Company Licence suspended, revoked, expired, terminated or rendered invalid for whatever reason; or
- (i) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government.

19.2 The Government may also by written notice to the Contractor terminate the Contract immediately upon the occurrence of any of the following events:

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) a shareholders' or members' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent

amalgamation);

- (c) a petition is presented for the winding-up of the Contractor, which is not dismissed within 14 days after the petition is presented;
 - (d) the Contractor is or becomes insolvent;
 - (e) a receiver is appointed over the whole or any part of the Contractor's business or assets;
 - (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - (g) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (h) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
 - (i) the Government reasonably apprehends that any of the events mentioned in (a) to (h) above is about to occur.
- 19.3 (a) Where there is a Force Majeure Event, the Government may terminate the Contract pursuant to Clause 22.6 of the Conditions of Contract.
- (b) Notwithstanding anything herein to the contrary, the Government may at any time and from time to time during the Contract Period, at its discretion and without cause, suspend, or terminate the Contract by giving the Contractor one (1) month's prior written notice of such suspension or termination. In the case of suspension, the written notice shall specify the period of the suspension ("Suspension Period") and the scope of the suspension (viz., the Services to be suspended) ("Suspended Services").
- 19.4 Where the Government at its sole discretion removes or closes the Contract Venue, the Government will not be liable to pay the Monthly Service Fees for the Contract Venue removed or closed as from the date of removal or closure.
- 19.5 On termination of the Contract for any reason, the Government is under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Government by the Contract.
- 19.6 The expiry or termination of the Contract will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 19.7 If the Contract is terminated by the Government (other than pursuant to Clause 19.3 above) and the Government makes other arrangements for the provision of any Services, the Government may recover from the Contractor: (a) any amount in excess of the Total Estimated Contract Price (which would have been payable to the Contractor had the Contract not been terminated) incurred by the Government in engaging another contractor

to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (b) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 19.1 or 19.2 above. If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments will be made by the Government to the Contractor for the Services provided by the Contractor prior to termination.

19.8 Upon expiry or early termination of the Contract (howsoever occasioned) (“Termination”):

- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) the Government’s rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
 - (ii) the rights and claims which have accrued to a Party prior to the Termination; and
 - (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the Termination (however occasioned).
- (b) 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), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination;
- (c) the Contractor must:
 - (i) immediately return to the Government 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;
 - (ii) assist and co-operate with the Government to ensure an orderly transition of the provision of the Services to such person specified by the Government Representative and/or the completion of any work-in-progress;
 - (iii) within 28 days of the date of termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of termination; and;
 - (iv) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Government for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Government or a replacement contractor to conduct due diligence.

19.9 Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) will be payable by the Government to the Contractor as a result of any suspension or early termination of the Contract by the Government.

19.10 Upon the issue of a suspension notice pursuant to Clause 19.3(b) of the Conditions of Contract in relation to the Suspended Services for the Suspension Period specified therein ("Suspension")

- (a) the Contract in relation to the Suspended Services shall be of no force and effect during the Suspension Period but subject to the same provisions set out in Clauses 19.8(a)(i) to (iii) above save that references therein to Termination shall mean Suspension;
- (b) the Contract in relation to the Suspended Services shall resume immediately upon expiry of the Suspension Period (or such other date as the Government may subsequently stipulate by varying the Suspension Period by serving at least fourteen (14) days' notice on the Contractor);
- (c) unless and to the extent waived by the Government Representative in writing, Clauses 19.8(b) and 19.8(c)(ii) shall apply in the case of a Suspension save that references therein to Termination shall mean Suspension;
- (d) the Government has no obligation to pay any outstanding Contract Price (or any part thereof) to the Contractor for any Suspended Services performed but unpaid as at the date when the Suspension comes into effect or at any time during the Suspension Period; and any such obligation shall only resume as the Contract resumes pursuant to Clause 19.10(b) above but strictly on and subject to the terms and conditions of the Contract; any Contract Price paid in advance of the Suspension need not be refunded; no Contract Price shall be payable during the Suspension Period; and
- (e) the Contractor shall not and has no obligation to perform its obligations in relation to the Suspended Services as at the date when the Suspension comes into effect or at any time during the Suspension Period; and save as directed by the Government in relation to any uncompleted part of the Contractor's obligations in relation to the Suspended Services as at the date of the Suspension, any such obligation will resume as the Contract resumes pursuant to Clause 19.10(b) above whereupon the Contractor shall resume its obligations in relation to the Suspended Services strictly on and subject to the terms and conditions of the Contract.

20. **Government Property**

When Government Property is issued to the Contractor under the Contract, the Contractor will be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor must pay an amount equal to its acquisition costs (subject to normal depreciation on such basis as determined by the Government) plus all administrative costs incurred by the Government for replacing such lost or damaged property. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor must render such assistance as is necessary.

21. Publicity

- 21.1 The Contractor must not during or after the expiry or termination of the Contract use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.
- 21.2 Subject to Clause 21.1 above, the Contractor must submit to the Government Representative for approval all the proposed advertising or other publicity material relating to the Contract wherein the Government's name is mentioned or from which a connection with the Government can reasonably be inferred or implied.
- 21.3 Notwithstanding any consent or approval given under Clause 21.1 or 21.2 above, whenever required by the Government, the Contractor must cease using any advertisement or publicity material relating to the Contract wherein the Government is mentioned or from which a connection with the Government can reasonably be inferred or implied.

22. Force Majeure

- 22.1 Within three (3) days after the occurrence of a Force Majeure Event, the Contractor must 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".
- 22.2 Following the issue of a Suspension Notice by the Contractor or the Government, the Contractor must keep the Government informed at reasonable intervals, and upon the request of the Government, of:
- (a) 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;
 - (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and
 - (c) any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.
- 22.3 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 22.4 below, 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 must forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.
- 22.4 During the suspension of any obligations under Clause 22.3 above:
- (a) the Contractor must 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;

- (b) the Government may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and
- (c) the Contractor will 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.

22.5 As soon as the relevant Force Majeure Event has ended, the Contractor must 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 must 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 will be final in the absence of manifest error.

22.6 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 will be entitled to terminate the Contract forthwith.

23. **Confidentiality and Protection of Personal Data**

23.1 The Contractor must not disclose and must treat as proprietary to the Government and confidential all Government Data, any other information, report, document, plan, record, data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), database, code or particulars (a) furnished or disclosed by or on behalf of the Government or by any other person to the Contractor; or (b) otherwise is accessible by or available to the Contractor in the course of performing the Contract; or (c) any Materials, advice, recommendations, reports or any other materials containing information belonging to the Government or specifically relating to or relevant to the Services provided to the Government (collectively "Confidential Information") in whatever form or media. The restrictions on disclosure contained in this Clause 23.1 shall not apply to the disclosure of any Confidential Information if:

- (a) such disclosure to any person employed, used or engaged by the Contractor in performing the Contract is made in circumstances where such disclosure is necessary in the reasonable opinion of the Contractor for the performance of the Contractor's duties and obligations under the Contract, provided that the Contractor has imposed on the said person employed, used or engaged an absolute and legally binding obligation to the Contractor to refrain from disclosing the Confidential Information to a third party;
- (b) such Confidential Information is already known to the recipient other than as a result of disclosure by the Contractor or any other member of the Restricted Group; or
- (c) such Confidential Information is or becomes public knowledge other than as a result of disclosure by the Contractor or any other member of the Restricted Group;

- (d) such disclosure is made in circumstances where such disclosure is required pursuant to any laws of Hong Kong or an order of a court of Hong Kong; or
- (e) with the prior consent in writing of the Government.

23.2 Without prejudice to any other provision of the Contract, the Contractor must indemnify and keep indemnified each of the Government, its assigns successors-in-title and authorised users fully and effectively indemnified from and against:

- all and any liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs, charges and expenses incurred or suffered by an Indemnified Party of whatsoever nature (including all legal and expert costs, charges and expenses on a full indemnity basis; and
- all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted by any person against an Indemnified Party or by an Indemnified Party against any person (regardless of whether or not they have been settled or compromised) (Claims) and everything stated above incurred or suffered by an Indemnified Party in all and any such Claims,

which the Government (or any of its assigns or successors-in-title or authorized users) may suffer or incur directly or indirectly as a result of or arising from or in connection with or in relation to:

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

23.3 The Contractor must use the Confidential Information solely for the purposes of the Contract. The Contractor must not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use, disclose, publish or reproduce, and shall procure and ensure each person who may be imparted with any the Confidential Information in accordance with Clause 23.1 above must not use, disclose, publish or reproduce, the Confidential Information for any other purposes without the Government's prior written consent.

23.4 When requested by the Government, the Contractor must forthwith require any of its officers or employees or agents or sub-contractors as the Government may stipulate, and such other persons to whom disclosure is made pursuant to Clause 23.1 above, to execute a written undertaking in favour of the Contractor and the Government in a form to be determined by the Government agreeing to the restrictions attached to the Confidential Information set out in this Clause 23 and the Contractor agrees to provide certified true copies of any such undertakings to the Government within fourteen (14) days from the date of request by the Government. The Contractor further agrees that, if so required by the Government, it will, at its own cost and expense, take such actions and steps as are lawful and necessary to enforce such undertaking in the event of any breach thereof by anyone who has executed such undertaking.

- 23.5 The Contractor must establish and maintain all necessary security measures and procedures for the safe custody of the Confidential Information in the Contractor's possession or under its control and to prevent unauthorised access thereto or use thereof.
- 23.6 The Contractor must not, and must ensure that no other member of the Restricted Group will, save to the extent necessary for performing the Contract, peruse, retain possession or control of, or duplicate, any Confidential Information or any copy thereof (in whatsoever media or format).
- 23.7 The Contractor must 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 23 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 23.8 The Contractor shall promptly notify the Government of, and give the Government all reasonable assistance in connection with, any proceedings which the Government may institute against any person pursuant to any of the provisions in this Clause 23.
- 23.9 The Contractor acknowledges that any unauthorised disclosure or use of the Confidential Information can cause irreparable harm and significant injury to the Government, the degree of which may be difficult to ascertain or that damages may not be an adequate remedy. Accordingly, the Contractor agrees that the Government must have the right to obtain and be immediately granted an injunction prohibiting any breach of this Clause 23 and/or specific performance ensuring the compliance of this Clause 23 in light of any threatened or actual breach of this Clause 23, without prejudice to its other rights and claims including those available under the Contract or at law arising from such breach.
- 23.10 Without prejudice to the generality of the foregoing provisions, the Contractor further undertakes that it will not at any time itself or through any associate or associated person or employee, sub-contractor or agent use, sell, license, sub-license, create, develop or otherwise deal in any Confidential Information.
- 23.11 The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause 23 and any copies, analyses, compilations and extracts thereof whether in hardcopies, 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 and medium. The Contractor must comply with any such request from the Government within seven (7) days of receipt of such request.

24. **Relationship of the Parties**

The Contractor enters into the Contract with the Government as an independent contractor only and nothing in the Contract will 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.

25. **Assignment and Sub-Contracting**

25.1 Unless otherwise provided for in the Contract, the Contractor shall not, without the prior

written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it. Any person purportedly appointed by the Contractor as agent shall be treated as sub-contractors for the purpose of this Clause and for the whole of the Contract.

25.2 Acceptance of the Tender does not signify the Government's acceptance of any sub-contracting proposal set out in the Tender.

25.3 The Government may impose conditions either to be complied with by the Contractor and/or any proposed sub-contractors before giving any approval under Clause 25.1 above including without limitation the execution of a sub-contractor's undertaking by the proposed sub-contractor in favour of the Government in such form and substance to be prescribed by the Government. Where the Government requests the same, a certified copy of the sub-contract shall be deposited with the Government within seven (7) days after effective date of the sub-contract.

25.4 The Contractor shall remain fully liable and must not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract. The Contractor shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever level), and employees and agents of any such sub-contractor as if they were its own.

26. **Sub-contractors' Compliance with the Relevant Obligations**

26.1 The Contractor shall monitor the performance of its sub-contractor(s) and ensure that its sub-contractor(s) do not commit any of the Relevant Offences or breach any of the contractual obligations to which a Demerit Point may be issued. For such purposes, the Contractor shall incorporate the relevant contractual clauses into the contract(s) with its sub-contractor(s).

26.2 Without prejudice to any other rights, actions or remedies available to the Government, the Contractor shall ensure that any default on the part of its sub-contractor(s) shall be readily remedied.

27. **Entire Contract**

27.1 The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government.

27.2 All of the provisions of the Contract must remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

28. **Severability**

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 must not affect the other provisions of the Contract, all of which must remain in full force and effect.

29. **Waiver**

- 29.1 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 must operate as a waiver thereof; nor must 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 will 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 will be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 29.2 Without prejudice to the generality of Clause 29.1 above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract will be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, will not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination will constitute a waiver by the Government of any other right, power or remedy.

30. **Contracts (Rights of Third Parties) Ordinance**

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

31. **Notices**

- 31.1 Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party must be in writing and delivered or sent to the other party at its postal address or facsimile number set out below (or such other postal address or facsimile number as the addressee has by not less than 7 working days' prior written notice specified to the other party).

To the Contractor: At the address, facsimile number or email address as specified in the "Offer to be Bound".

To the Government: Nature Park Division
Agriculture, Fisheries and Conservation Department
5/F, Cheung Sha Wan Government Offices,
303 Cheung Sha Wan Road,
Kowloon, Hong Kong

Facsimile number: 2631 9162

Attention: Nature Park Officer (Planning and Administration)

- 31.2 Such notices, demands, invoices, correspondence or other communications must be addressed as provided in Clause 31.1 above and, if so addressed, will be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;
- (b) if sent by post, 4 days (for any place in Hong Kong) and 7 days (for any place outside Hong Kong) after the date of posting;
- (c) if sent by facsimile during normal business hours on a working day, 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;

32. **Insurance Policy**

- 32.1 The Contractor must effect and maintain throughout the Contract Period a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such insurance must include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. The insurance company or companies must be authorised under the Insurance Ordinance (Cap. 41).
- 32.2 Without prejudice to Clause 32.1 above, the Contractor must effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.
- 32.3 If required by the Government, the Contractor must deliver to the Government copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 32.4 If the Contractor fails to give effect to or maintain any insurance required under the Contract, the Government may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.
- 32.5 No provision in any insurance and no amount of insurance covered will relieve the Contractor of any liability under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

33. **Occupational Safety and Health**

- 33.1 The Contractor must comply with the Government Representative's prevailing policies, guidelines and procedures safeguarding occupational safety and health of Security Personnel deployed at the Contract Venue. The Contractor must ensure that whenever it is so required, comprehensive assessment and management of risks to occupational safety and health of the Security Personnel deployed at the Contract Venue will be undertaken. Based on such assessment, adequate measures must be taken to guard against such risks. The Contractor must only provide experienced supervisory staff to give proper training, supervision and instructions to its Security Personnel. The Contractor must ensure that all Security Personnel provided by it to execute the Services:-

- (a) are properly trained, competent and efficient in carrying out the duties as stipulated in the Service Specifications;
- (b) must be fully 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;
- (c) take all reasonable steps to ensure their safety, and the safety of others, in the discharge of their duties; and
- (d) must report all incidents and dangerous occurrences to the Government Representative.

33.2 If the Contractor fails to comply with Clause 33.1 above or with the reasonable requests of the Government Representative, it may be required to vacate the Contract Venue and other Government premises pending an inquiry to be conducted by the Government Representative.

33.3 If the Contractor fails comply with Clause 33.1 above or fails to achieve any applicable safety standards, it may be debarred from participating in future tender/quotation exercises of the Government.

34. **Warranties and Representations**

34.1 The Contractor warrants, represents and undertakes that:

- (a) the Contractor and any permitted sub-contractors of the Contractor, their respective employees and agents must have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
- (b) the Contractor must carry out the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner;
- (c) the Services must conform in all respects to the Service Specifications and conditions under the Contract;
- (d) it must not employ any illegal workers to carry out its obligations under the Contract;
- (e) the Contractor has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;
- (f) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
- (g) 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;

- (h) 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;
- (i) 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;
- (j) 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;
- (k) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, liquidator, manager or similar office in relation to any of the Contractor's assets or revenue;
- (l) it owns, has obtained and is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and
- (m) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.

34.2 The warranties, representations and undertakings, expressed or implied, contained in this Clause and other provisions of the Contract (collectively, "Warranties" and each, a "Warranty") are true without limitation in time.

34.3 Each of the Warranties is separate and independent and without prejudice to any other Warranty, and is not limited by reference to or inference from any other Warranty or any other provision of the Contract.

34.4 Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Cap. 457) apply to bind the Contractor and the Government respectively.

35. **Variations**

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract will be valid unless made by an instrument in writing and duly signed by the Contractor and the Government.

36. **Government Premises**

36.1 The Contractor must ensure that all persons engaged by him in carrying out the Contract keep to such parts of Government premises as are necessary for the due discharge of the Contractor's obligations under the Contract.

- 36.2 The safety of any vehicle used by the Contractor and brought alongside or onto Government premises will be the responsibility of the Contractor, who must indemnify the Government in respect of any loss or damage to such Government premises.

37. **Probity**

- 37.1 The Contractor acknowledges it has been reminded that:

- (a) dishonesty, theft and corruption on its part or that of its officers, employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Cap. 201), sections 17, 18D and 19 of the Theft Ordinance (Cap. 210) and section 161 of the Crimes Ordinance (Cap. 200);
- (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

- 37.2 The Contractor must 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 must 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 this Contract.

- 37.3 The Government may terminate the Contract immediately if the Contractor or any of its officers, employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.

- 37.4 The Contractor must within 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) and the Contractor's Employees from soliciting or accepting any form of advantages in discharging his duties under the Contract. It must ensure that its sub-contractor (if any) and Contractor's Employees are well aware of the prohibited acts explicitly stated in Clause 37.2 above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the Contractor's Employees.

38. **Disclosure of Information**

The Contractor hereby irrevocably authorises, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as the Government considers fit:

- (a) the Services provided or to be provided by the Contractor;
- (b) the Total Estimated Contract Price, the Monthly Service Fees and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
- (c) the price proposal submitted prior to the date of the Contract by the Contractor to the Government in relation to the Services; and

- (d) the engagement by the Government of the Contractor under the Contract and the name and address of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract.

39. **Retention of Records**

The Contractor must keep and maintain until seven (7) years after the expiry of the Contract, or such longer period as may be agreed by the parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor must afford the Government or its representative access to the records as may be requested by the Government.

40. **Assistance in Legal Proceedings**

40.1 If and whenever requested to do so by the Government Representative, the Contractor must provide to the Government all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Contractor's presence at the Government's premises. If requested by the Government, the Contractor must arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.

40.2 Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Contractor or in respect of the Contract, it must notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government Representative may require.

41. **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 the Contract or any other contract made between the Government and the Contractor.

42. **Governing Law and Jurisdiction**

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

43. **Admission of Contractor Personnel to Government Premises**

43.1 Upon request from time to time by the Government, the Contractor shall provide to the

Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively "Relevant Personnel") who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.

- 43.2 The Contractor shall ensure that while any of the Relevant Personnel is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- 43.3 The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.
- 43.4 In the event that the Contractor fails to comply with this Clause 43 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith.

44. **United Nations Convention on Contracts for the International Sale of Goods not applicable**

The Parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

45. **Heat Stroke Prevention Work Plan**

- 45.1 For Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources under this Contract, the Contractor shall implement the Heat Stroke Prevention Work Plan as submitted in the tender which shall at least cover the following proposals applicable to all such Non-skilled Workers—
- (a) making suitable work arrangement of heat stress such as rescheduling work to cooler periods and cooler places;
 - (b) carrying out measures included in the Heat Stroke Prevention Work Plan after making reference to the Labour Department's "Guidance Notes on Prevention of Heat Stroke at Work" published on 15 May 2023 at https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf (as may be updated from time to time) which shall cover at least the following:
 - (i) to conduct heat stress risk assessments for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
 - (ii) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, and providing sheltered/ventilated resting places) based on the risk assessment results; and
 - (iii) to arrange hourly rest breaks as appropriate for Non-Skilled Workers

working outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force;

- (c) providing potable water at all times during work;
- (d) providing uniforms with dry-fit properties; and
- (e) providing wide-brimmed hats, arm sleeves or umbrellas.

45.2 The Contractor shall keep written records of (a) heat stress risk assessments for its Non-skilled Workers exposed to heat stress at work by using the Labour Department’s sample form as set out in “Guidance Notes on Prevention of Heat Stroke at Work” published on 15 May 2023 at https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf (as may be updated from time to time) as provided in Clause 5 of Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender; and (b) the performance of all of the requirements set out in Clause 45.1 above.

46. **Conflict of Interest**

46.1 The Contractor must during the Contract Period and for six (6) months thereafter:

- (a) ensure that it (including each and every officer, employee and agent 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 (collectively “Restricted Group”) must not undertake any business, activity, service, task, or job or do anything whatsoever for its own account (whether on its own or in conjunction with another person(s) in a joint venture or partnership or other business entity) or for or on behalf of another person (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; and
- (b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the interests (of whatsoever nature) of the Contractor or any other member of the Restricted Group, conflict or compete, or may be seen to conflict or compete, with the Contractor’s duties or obligations under the Contract.

46.2 The Contractor must ensure that itself and each other member of the Restricted Group must keep themselves informed and that each other member of the Restricted Group must inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which its and/or their interests conflict or compete, or may be seen to conflict or compete, with the Contractor’s obligations under this Contract.

46.3 In the Contract:

- (a) “associate” of a person means:

- (i) a relative or partner of that person; or
 - (ii) a company one or more of whose directors is in common with one or more of the directors of that person;
- (b) “associated person” of a person means:
 - (i) any person who has control, directly or indirectly, over the second-mentioned person;
 - (ii) any person who is controlled, directly or indirectly, by the second-mentioned person; or
 - (iii) any person who is controlled by, or has control over, the person mentioned in (i) and (ii) above;
- (c) “control” over another person (“person under control”) means the power of a person to secure:
 - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that person under control or any other person;
 - (ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that person under control or any other person; or
 - (iii) by virtue of holding office as a director in that person under control or any other person;

that the affairs of the person under control are conducted in accordance with the wishes of that person exercising control;
- (d) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent; and
- (f) “Restricted Group” has the meaning given to it in Clause 46.1 above.

SERVICE SPECIFICATIONS

Provision of Security Guard Services to the Long Valley Nature Park

1. Purpose

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

- (a) The security guard services to be provided are of a high standard;
- (b) The quality of the Services must be provided to meet the required specifications;
- (c) The Contractor must provide effective management control and supervision of his labour force; and
- (d) The Contractor must have the requisite equipment and facilities to undertake the Contract.

1.2 The Service Specifications will be strictly enforced in accordance with the terms of the Contract. The Tenderer must factor in all cost implications arising out of the Service Specifications in the Price Schedule submitted as part of its Tender.

2. Contract Management

2.1 Generally

Throughout the Contract Period, the Contractor must possess a valid **Type I** Security Company Licence issued by the Security and Guarding Services Industry Authority for provision of security guard services. The licence shall be maintain effective within the whole Contract Period.

2.2 Contract Manager

The Contractor shall deploy at least one (1) full-time Contract Manager to oversee the Services who shall possess the following qualification and experience as at the Tender Closing Date:

- (a) at least a post-secondary qualification issued by a registered post-secondary institution;
- (b) a valid Security Personnel Permit (B) issued by the Commissioner of Police under the authority of the Security and Guarding Services Ordinance (Cap. 460); and
- (c) Three (3) aggregate years' full-time experience at managerial level or equivalent in security guard company, disciplinary or military services within ten (10) years prior to the Tender Closing Date.

2.3 Security Supervisors

The Contractor shall deploy the number of Security Supervisors as specified in Clause 5 below, possessing the following qualification and experience as at the Tender Closing Date:

- (a) at least a primary qualification issued by a registered education institution, i.e. Primary 6 standard or above;
- (b) a valid Security Personnel Permit (B) issued by the Commissioner of Police under the authority of the Security and Guarding Services Ordinance (Cap. 460); and
- (c) Five (5) aggregate years' full-time experience in security services, law enforcement, military or disciplinary services within ten (10) years with not less than two (2) years' experience in supervising frontline staff or Security Guards prior to the Tender Closing Date.

2.4 **Security Guards**

The Contractor shall deploy the number of Security Guards as specified in Clause 5 below, possessing the following qualification and experience as at the Tender Closing Date:

- (a) at least a primary qualification issued by a registered education institution, i.e. Primary 6 standard or above;
- (b) a valid Security Personnel Permit (B) issued by the Commissioner of Police under the authority of the Security and Guarding Services Ordinance (Cap. 460); and
- (c) Two (2) aggregate years' full-time working experience in security services, law enforcement, military or disciplinary services in the ten (10)-year period immediately preceding the Tender Closing Date.

2.5 Within fourteen (14) days after the date of fax or letter of acceptance issued by the Government, the successful Tenderer shall,

- (a) nominate for the Government Representative's approval an individual to perform the duties of a Contract Manager under the Contract (which approval may be at any time be withdrawn). The successful Tenderer shall provide the name, qualifications and experience with documentary evidence of the nominated individual as specified in Clause 2.2 above together with full details of his address and means of direct contact; and
- (b) provide the Government Representative the personal details of each Security Supervisor and Security Guard, including the type of permits issued to him under the Security and Guarding Services Ordinance (Cap. 460), his name, sex, age, date of birth, identity card number and documentary evidence showing his previous working experience as specified in Clause 2.3 and 2.4 above.

2.6 In order to cater for any operational needs and ad-hoc requirements, Government Representative shall have the discretion to require additional number of Security Supervisors and Security Guards to provide the Services on "as and when required" basis during the Contract Period. The working hour of additional Security Supervisors and Security Guards will be nine (9) hours including one (1) hour meal break. The charges incurred for the additional Services shall be calculated in accordance with the rates shown in Section B of Part A - Price Schedule.

3. **Scope of Services**

3.1 **Description of Work and Services**

The Contractor must provide security guard service throughout the Contract Period (including all Sundays and general holidays) at the Contract Venue to protect against fire hazard, water leakage, theft and burglary, trespass by unauthorised persons and vehicles, damage to property, and such other responsibilities as are normally associated with such services. No shift to be undertaken by any Security Personnel may be longer than eight (8) hours excluding one (1) hour meal break in any 24 hours period. The Contractor must make adequate arrangement to ensure the continuity of services and the proper handover of duties. A duty roster with full details of Security Supervisors and Security Guards on duty/off duty must be made available at all times. The services to be provided by the Contractor must include but not be limited to the following :-

- (a) The Security Guards must patrol the Contract Period at each shift (or as otherwise specified by the Government Representative) following the route and manner and at any time to be determined by the Government Representative. The Security Guard must carry out patrols on foot and must sign patrol records at check points to be approved by the Government Representative to record their patrols at various check-points. The patrol record must be checked every day by the Security Supervisors and submitted to the Government Representative for checking.
- (b) To monitor and operate all security surveillance equipment installed to attend to any alarm or emergency and to carry out checks as directed by the Government Representative.
- (c) All the monitoring, patrolling equipment and checkpoint accessories including but not limited to electronic watchman patrol equipment and electric torch shall be provided at the Contractor's expenses.
- (d) To man gates of lodging facility and LVNP, and to keep a register of all vehicles entering and leaving the lodging facility; and control and record the traffic and manflow within LVNP as per instruction of the Government Representative.
- (e) To ensure that no unauthorized person or vehicle is permitted to enter or stay in the lodging facility. The Security Guards must order such unauthorised persons or vehicles to leave the lodging facility forthwith and if they should fail to do so, the Security Guard must immediately seek instructions from the Security Supervisors and report to the Government Representative.
- (f) The Contractor must ensure that the electronic watchman patrol system and/or the time printers shall function properly. If there is any breakdown of the electronic watchman patrol system and/or the time printers, the Contractor must report the defects to the Government Representative and provide an appropriate replacement immediately. Unless otherwise approved by the Government Representative, the Contractor shall complete the repair work within twenty-four (24) hours.
- (g) In the event of failure of electricity or water supplies, to immediately report the failure forthwith to the relevant public utility authority (a telephone list will be supplied by the Government Representative).
- (h) To ensure that all smoke doors and emergency exits are kept closed at all times and that fire-fighting equipment is properly placed at the designated location. In

the event of fire, to immediately inform the Fire Services Department by dialing 999 and, if the fire is a major outbreak to alert all occupants of the premises. Before arrival of firemen, the Security Guard must endeavour to fight and prevent the spread of fire with fire-fighting equipment installed in the Contract Venue.

- (i) To report to the Government Representative immediately on all instances of loss of personal property and damages found on the premises. If any damage is known to have been caused by any person, including any occupant of the premises, the Security Guard must, if possible, obtain all particulars of the persons causing the damage and assist the Government Representative in further investigation.
- (j) To report to the Government Representative any accumulation of rubbish or abandoned articles which causes safety or fire-hazards in the public areas of the Contract Venue.
- (k) In the event of a rainstorm or 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, gutters and rainwater outlets on roofs or ground are free from blockage and to report to the Government Representative immediately if found blocked.
- (l) To report faulty light bulbs and lamps to the Government Representative for arranging replacement.
- (m) To turn off unnecessary lighting and air-conditioning during routine patrols on foot everyday, and to conduct surprise check after office hours as and when directed by the Government Representative to ensure that the lighting and air-conditioning are switched off in idle public and office areas.
- (n) The Contractor shall provide and set up at least nine (9) sets of walkie-talkies and VHF transceivers for the Government Representative.
- (o) To maintain one (1) occurrence book set out in a manner to be determined by the Government Representative. The following information shall be recorded in the occurrence book:
 - (i) Report of on and off duty of each Security Supervisor and Security Guard each day;
 - (ii) Details of each patrol and supervisory visit;
 - (iii) Details of all incidents, emergencies, damages, disturbances and the like; and
 - (iv) Any other information as requested by the Government Representative, e.g. number of visitor per day.
- (p) To perform any other duties related to security, crowd management and traffic control as assigned by the Government Representative.

3.2 **Duties and Responsibilities**

The duties and responsibilities of the Contractor's Employees shall include the following:

3.2.1 Security Guard

- (a) To patrol the LVNP following the route and manner and at any time to be determined by the Government Representative.
- (b) To safeguard all properties in the LVNP, including crops, against theft, burglary, vandalism, sabotage and fire;
- (c) To manage and provide statistic on the flow of visitors in the LVNP;
- (d) To immediately report to the Government Representative and Security Supervisor on any illegal activities, including but not limited to disturbing plants or wildlife, tapping of electricity, unauthorised connection to water supply point, tampering with the LVNP, unauthorised activities in the vehicle parking areas / fields / open areas, unauthorised open burning, etc. inside the LVNP;
- (e) To stop any person who carries out or attempts to carry out any activity which may endanger the farmers' produce, fields and security of the LVNP or cause nuisance to visitors and / or other farmers or any of the illegal activities specified in Clause 3.2.1(b) above;
- (f) To report to the Government Representative and Security Supervisor immediately for investigation and further action on all instances where any person inside the LVNP is seen to contravene any rules and regulations, e.g. disposing of rubbish in an improper manner, unauthorised parking, disturbance to fields and wildlife etc. The Government Representative will provide details of these rules and regulations;

3.2.2 Security Supervisor

The Security Supervisor, in addition to his/ her general security guard duties, also be responsible for:

- (a) To monitor the security control room.
- (b) To supervise Security Guards on duty at the LVNP and be accountable to their performance, and to endorse on the attendance book and occurrence book on each random check of their performance;
- (c) To supervise the proper administration of the Security Guards and report the attendance of each shift to the Government Representative within one (1) hour after the commencement of the shift;
- (d) To immediately report any unauthorized vehicular entry and irregularities in the LVNP to the Government Representative;
- (e) To monitor the surveillance systems in the LVNP as well as the radio communication systems provided by the Contractor;
- (f) To act and respond promptly to any instructions given or queries made by the Government Representative.

- (g) To be contactable by mobile phone and pager at all times during the Contract Period.
- (h) Upon being requested by the Government Representative, accompany the Government Representative to the locations specified by the Government Representative to inspect the performance of the Services;
- (i) To report to the Government Representative immediately on any irregularities, including but not limited to all instance of loss of personal property, damage found, any person who is seen to contravene any rules and regulations and any fire outbreak and security related incidents in the LVNP.
- (j) To give proper supervision and guidance to the Security Guards in performing the Services.
- (K) To perform any other related duties and assignments as may be determined by the Government Representative.

3.2.3 **Contract Manager**

- (a) To conduct regular inspections and surprise inspections to monitor the performance of all Security Supervisors and Security Guards under this Contract and to ensure compliance with all the requirements of this Contract up to the satisfaction of the Government Representative. During the inspections, the Contract Manager shall check the attendance records of all Security Personnel and endorse on the attendance book. The frequency of surprise inspection shall not be less than once for every seven (7) service days and not less than once on weekend or public holiday per each service month. Each inspection shall be recorded in the occurrence book.
- (b) The Contract Manager shall be reached by phone/ mobile at all times to receive on behalf of the Contractor directions, instructions and enquiries from the Government Representative with respect to the Services required.
- (c) The Contract Manager is required to meet the Government Representative for discussion on the performance and arrangement for improving the service quality of the Security Personnel and rectifying any irregularities detected. Upon the request of the Government Representative, the Contract Manager shall attend a monthly meeting or any ad-hoc meeting to discuss any issues related to this Contract and the service performance.

3.3 **Supervision and Discipline**

3.3.1 The Contractor must ensure that the Security Personnel behave themselves in a proper and polite manner at all times in dealing with any of the staff of the Contract Venue, visitors and members of the public. The Contractor must ensure that the Security Personnel employed on the Contract Venue or in connection with any work carried out under this Contract must not commit any of the following acts :-

- (a) Arrive late or leave early;
- (b) Enter any area of the Government premises other than those necessary for the performance of the Services;

- (c) Cause willful damage to the Government property and misuse of facilities provided by the Government;
 - (d) Gamble, steal, fight or commit any criminal offence;
 - (e) Use foul language;
 - (f) Indulge in poor timekeeping and absence without approval or good cause;
 - (g) Sleep or drink alcohol whilst on duty;
 - (h) Negligent in the performance of his duties;
 - (i) Commit fraud or dishonest acts;
 - (j) Refuse to obey a lawful and reasonable order by the Government Representative;
 - (k) Fail to wear full uniform whilst on duty;
 - (l) Fail to comply with the requirements of the Government Representative;
 - (m) Solicit or accept any money, gift or advantages; and
 - (n) Smoke or consume any tobacco product on duty.
- 3.3.2 The Contractor must maintain a register of all Security Personnel employed and a copy of such a register must be submitted to the Government Representative for record, giving the name, age and staff ID of each Security Personnel. The Contractor must immediately inform the Government Representative of any change of Security Personnel.
- 3.3.3 The Contractor shall provide such number of Security Personnel for each of the work shifts as specified in Clause 5 below for the performance of the Contract. In the event of resignation, dismissal, refused admission or absence of any staff (however temporary, whether due to vacation leave, sick leave or otherwise), an immediate replacement who meets the above minimum qualifications and experience requirements shall be provided.
- 3.3.4 The Contract Manager and Security Supervisors shall be responsible to all communication, including directions and instruction, made by the Government Representative through communication system within twenty (20) minutes with respect to the Services;
- 3.3.5 The Security Supervisors and Security Guards provided by the Contractor shall not cause any undue inconvenience or annoyance to visitors or wildlife, and shall not enter any area of the LVNP other than those necessary for the performance of the Services;
- 3.3.6 The Contractor shall replace from the LVNP any Security Supervisor or Security Guard to whom the Government Representative has notified his objection on the execution of security duty, medical or other good and sufficient grounds;
- 3.3.7 The Contractor shall be responsible for all costs and expenses required for rendering the Services under this Contract, including but not limited to a walkie-talkie for each Security Supervisor and Security Guard on duty and, nine (9) sets of walkie-talkie and VHF transceivers for the Government Representative, uniforms, waterproof boots, truncheons, torches, safety helmets, raincoats, lockers, vehicle for patrol, all salaries and fringe benefits and workmen compensation given to the Security Supervisors, Security Guards and all his employees. The Government shall not make any payment to the Contractor other than the service charge for provision of Security Guard Services to the LVNP;
- 3.3.8 For the purpose of monitoring the surveillance systems in the LVNP, the

Contractor shall provide at least one working station;

- 3.3.9 For the purpose of this Contract any act neglect or default of the Contractor's Employees or his sub-contractor's employees, as the case may be, shall be deemed to be the act neglect or default of the Contractor.
- 3.3.10 Notwithstanding any other provisions of the Contract, the Contractor shall not deploy any person other than the person approved by the Government Representative prior to the commencement of the Contract Period to discharge the duties of a Contract Manager as set out in this Contract. The Contract Manager shall be in charge of the performance of the Services and shall have the full authority to act on behalf of the Contractor, including the authority to make all decisions for the Contractor regarding the provision of the Services and to receive instructions from the Government Representative.
- 3.3.11 Notwithstanding any other provisions of this Contract, each individual deployed by the Contractor to perform the duties of a Security Supervisor or Security Guard must be a permanent resident of Hong Kong who possesses the qualifications and experience set out in Clause 2.3 and 2.4 in relation to the respective post.

3.4 **Keeping and Submission of Records**

- 3.4.1 The Contractor shall maintain a day-to-day attendance record of his Security Personnel showing in detail the number of Security Personnel who are on duty together with their names, identity card numbers, posts, hours on duty, arrival time and departure times which information shall either be recorded by electric time recording equipment to be supplied by the Government or manually under the supervision of the Supervisor, as determined by the Government Representative in his absolute discretion. Such records shall be readily made available for the inspection of the Government Representative upon demand.
- 3.4.2 The Contractor shall maintain an occurrence book for record of events happened in each work shift containing details including (i) details of each patrol and supervisory visits (ii) details of all incidents, emergencies, damages, disturbances and the like; and (iii) any other information as requested by the Authorised Officer. Such record book shall be readily made available for the inspection of the Government Representative upon demand.
- 3.4.3 The Contractor shall submit the Standard Employment Contract of each Security Supervisor and Security Guard.
- 3.4.4 The Contractor shall submit the monthly wage record (pay slip) setting out the breakdown of wages for each wage period to each employee to the Government Representative within seven (7) working days after the end of each month.
- 3.4.5 The Contractor shall provide any other information and documentation as may be requested by the Government Representative relating to the provision of the Services within seven (7) days after the notification.
- 3.4.6 Notwithstanding the foregoing, the Contractor shall, as and when called upon to do so by the Government Representative, make available to the Government Representative, or such other person as the Government Representative may direct, such other information which may be within the Contractor's knowledge

to enable the Government Representative to verify the data contained in the aforesaid records.

- 3.4.7 The Government Representative may prescribe the form of the Contractor's reports, records and schedules required under Clauses 3.4.1 to 3.4.6 above and the Contractor shall adopt the prescribed form in preparing such reports, records and schedules.

3.5 **Recruitment and Training**

- 3.5.1 The Contractor shall ensure that all Security Supervisors and Security Guards deployed by him to execute security duties in the LVNP covered by this Contract are competent and efficient employees with knowledge of Chinese adequate to communicate with the Government Representative on matters concerning their duties. The Contractor must provide only experienced supervisory staff to give proper training, supervision and instructions to the Security Personnel.

- 3.5.2 The Government has the right to reject any Security Personnel at its absolute discretion pursuant to Clause 8.1 of the Conditions of Contract. If any Security Personnel is so rejected, the Contractor must nominate substitutes or replacements in accordance with Clauses 8.2 and 8.3 of the Conditions of Contract. The Security Personnel must comply with the following general requirements:-

- (a) be of good physique with sound physical and mental health;
- (b) be of smart appearance and bearing;
- (c) be able to deal politely but firmly with visitors;
- (d) be of sufficient character to inquire into and investigate any suspicious incidents or persons;
- (e) have completed primary education with the ability to read and write Chinese;
- (f) have basic knowledge of fire-fighting, first-aid and life-saving technique;
- (g) be able to speak fluent Cantonese and simple English; and
- (h) have previous experience in venue security of similar service.

- 3.5.3 The Contract Manager shall:

- (a) be of good physique with sound physical and mental health;
- (b) be able to write and speak fluent Cantonese and English, ability to speak Putonghua shall be advantageous;

- 3.5.4 The Contractor must ensure that all Security Personnel must have attended an initial training course organized by the Contractor before they are assigned for duty, and the Contractor must provide refresher courses to the Security Personnel regularly during the Contract Period.

- 3.5.5 The Contractor must ensure that all Security Personnel provided by the Contractor must carry **valid Security Personnel Permits** at all times while on duty (photocopy of Security Personnel Permits are not accepted). The Contractor must be registered as the employer of the Security Guards in their Security Personnel Permits.
- 3.5.6 The Contractor shall provide, upon request by the Government Representative, documentary evidence, to the satisfaction of the Government Representative, to substantiate that Clause 2.2, 2.3, 2.4, 3.5.2 and 3.5.3 hereof has been fully complied with.

3.6 **Uniform and Equipment**

- 3.6.1 The Contractor must ensure that the Security Personnel when on duty are of smart appearance, shaven clean and with their hair neatly kept. The Security Personnel must put on standard uniform provided by the Contractor when on duty.
- 3.6.2 Equipment to be used for Security Guard Services shall include, but not be limited to, those listed below:
- (a) The Contractor must provide and maintain at his own expense a VHF portable transceiver for each Security Personnel on duty. These transceivers will be used by the Security Personnel for efficient and constant communications and in emergencies.
- 3.6.3 The Contractor must provide each Security Personnel at his own expense with appropriate and adequate items of equipment including but not limited to torches, safety helmets, raincoats and waterproof boots. When tropical cyclone signal No. 8 and above is hoisted, approved helmets must be worn by all Security Personnel while on duty outdoors.
- 3.6.4 The Contractor shall provide all Security Personnel the identity card bearing the name, positions and photo of its holder for easy identification. The Contractor shall provide a sample of the badge to the Government Representative for reference. The Security Personnel shall wear the identity card on duty.
- 3.6.5 A duty room will be provided by the Government Representative and the Security Personnel must maintain a high standard of cleanliness and good order therein at all times.

4. **Inclement Weather Arrangement**

- 4.1 If the Government Representative directs any Security Supervisor and Security Guard to suspend performing his duties during the period when tropical cyclone signal No. 8 or above is issued or when black rainstorm warning is issued or when “extreme conditions” is announced by the Government, such Security Supervisors and Security Guards must resume duty within two (2) hours after the lowering of tropical cyclone signal No. 8 or above, or after the black rainstorm warning or “extreme conditions” has been cancelled.
- 4.2 The Services of the LVNP shall be suspended during the period when tropical cyclone signal No. 8 or above is issued or when black rainstorm warning is issued or when “extreme conditions” is announced by the Government. The Services shall be resumed

within two (2) hours after the lowering of tropical cyclone signal No. 8 or above, or after the black rainstorm warning or “extreme conditions” has been cancelled.

5. **Number of Security Personnel and Shift Hours per Day**

5.1 Subject to any directions to be given by the Government from time to time, the normal Shift Hours of the Security Personnel are as follows:

Working Period (throughout the Contract Period)	Daily Shift Hours[#]	No. of Security Supervisor / Security Guard Required	No. of Walkie-talkie Required (including ear-phones, clipped microphones and accessories)	No. of Hand-held Control Clock Required	Meal Break (minutes)	Net Working Hours
(A) 1 November 2024 – 28 February 2025; 1 September 2025 – 28 February 2026; 1 September 2026 – 28 February 2027 1 September 2027 – 31 October 2027	<u>Shift A:</u> 0600 to 1500 hours	1 Security Supervisor and 3 Security Guards	4	4	60	8 hours
	<u>Shift B:</u> 1400 to 2300 hours	1 Security Supervisor and 3 Security Guards	4	4		
	<u>Shift C:</u> 2200 to 0700 hours	2 Security Guards	2	2		
	<u>Shift D:</u> 0900 to 1800 hours	2 Security Guards	2	2		
(B) 1 March 2025 – 31 August 2025; 1 March 2026 – 31 August 2026; 1 March 2027 – 31 August 2027	<u>Shift A:</u> 0600 to 1500 hours	1 Security Supervisor and 3 Security Guards	4	4		
	<u>Shift B:</u> 1400 to 2300 hours	1 Security Supervisor and 3 Security Guards	4	4		
	<u>Shift C:</u> 2200 to 0700 hours	2 Security Guards	2	2		
	<u>Shift D:</u> 0900 to 1800 hours	1 Security Guards	1	1		

Note:

- (i) # The Services are required on everyday of the week from Mondays to Sundays, including general holidays.

CONTRACT SCHEDULE 1**Price Schedule****PART A – ESTIMATED CONTRACT PRICE****(A) Rates for Provision of Security Supervisors and Security Guards**

Item No.	Description of Services	No. of Months (a)	No. of Security Supervisors / Security Guards (b)	Monthly Rate per Security Supervisor/ Security Guard* (HK\$) (c)	Estimated Total Rate (HK\$) (d) = (a) x (b) x (c)
Provision of Security Guard Service to the Long Valley Nature Park as stipulated in the Service Specifications					
1	Provision of Security Guard Service as stipulated in Working Period (A) of clause 5 in the Service Specifications	18	2 Security Supervisors		(i)
			10 Security Guards		(ii)
2	Provision of Security Guard Service as stipulated in Working Period (B) of clause 5 in the Service Specifications	18	2 Security Supervisors		(iii)
			9 Security Guards		(iv)
	Total Estimated Contract Price (HK\$): = (i) + (ii) + (iii) + (iv)				

Note: Notwithstanding the monthly rate quoted above, the actual Monthly Service Fees to be paid by the Government shall be calculated in accordance with Clause 15 of the Conditions of Contract. Tenderer must note that prices quoted shall include all costs and expenses in the provision of gratuity, statutory holiday pay and extra wages to Non-skilled Workers who are required to work under typhoon signal no. 8 or above as stipulated in Clauses 12, 13 and 14 of Conditions of Contract respectively.

Name of Tenderer in English: _____ :

(B) Optional Item- Rates for Additional Security Guard Services

Additional Security Guard Services Required	Security Supervisor / Security Guard required	Daily Charge per Security Supervisor / Security Guard (HK\$)
To provide additional security guard services as per the requirement stipulated in Clause 2.6 of the Service Specifications	Security Supervisor	
	Security Guard	

Note:

1. Acceptance of offers will be considered on an OVERALL basis and on the **Total Estimated Contract Price** at Part A of this Price Schedule. Partial or incomplete offer will not be considered further.
2. Tenderer shall note that the item (B) Optional Item - Rates for Additional Security Guard Services will not be taken into account during evaluation.
3. The Government Representative reserves the right not to require the optional item within the Contract Period. If any additional security guard services are required, the Tenderer will be bound to provide the additional Security Guards in accordance with their offered rate once their offers have been accepted by the Government Representative.

Name of Tenderer in English: _____ :

PART B – PAYMENT DISCOUNTS

1. Tenderer is requested to indicate in the space provided below the discount which it would allow on the Monthly Service Fees if payment is made in full within:
 - (a) **14** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: _____ % discount.
 - (b) **28** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: _____ % discount.
2. Tenderer must insert the word 'NIL' in the space provided above if it does not offer any payment discount.
3. The 14 or 28 clear working days' period for payment discount will be calculated from (excluding Saturday, Sunday or General Holiday) the date of receipt of invoice or from the date of acceptance of Services, whichever is the later.
4. Any payment discount offered by a Tenderer will not be taken into consideration in the tender price assessment.

Name of Tenderer in English: _____ :

CONTRACT SCHEDULE 2

Proposal of Monthly Wages and Maximum Working Hours

1. **Wages**

[Please refer to Clause 5 of the Terms of Tender.]

I/We commit to pay each of the Security Guard and Security Supervisor the wages specified below:

Type of Staff	Committed Monthly Wages (See Note below)
Security Guard	_____
Security Supervisor	_____

Note: Pursuant to Clause 5 of the Terms of Tender, the committed monthly wages offered by a Tender shall not be less than the monthly wage rate derived from the “SMW plus rest day pay rate”, i.e. HK\$9,920.00 per month, on the basis of 31 days (27 working days plus 4 paid rest days) in a month, 8 normal hours of work per day and current minimum hourly wage rate of **(HK\$40)**.

Name of Tenderer in English: _____ :

2. **Maximum Net Working Hours per Day**

[Please refer to Clause 10 of the Conditions of Contract and Note 2 of Annex A.]

I/We commit that each of the Security Guard and Security Supervisor will not work more than the maximum net working hours per day as specified below:

Staff	Committed maximum net working hours per day for each staff (excluding meal break) (see Note below)
Security Guard	
Security Supervisor	

Note: Tenderer's committed maximum net working hours per day for Security Personnel will be evaluated according to the assessment criterion (2) of the marking scheme specified in Annex A. If a Tenderer fails to specify in its Tender the committed maximum net working hours per day for any type of the Security Personnel, it will obtain zero mark for the relevant type of Security Personnel under the assessment criterion (2) of the marking scheme stipulated in Annex A for the purpose of tender evaluation. However, the Government may at any time before the tender exercise is completed request the Tenderer to provide the missing information and it shall become binding on the Tenderer in accordance with Clause 10 of the Conditions of Contract if the Contract is subsequently awarded to this Tenderer.

Name of Tenderer in English: _____ :

CONTRACT SCHEDULE 3

Information Schedule

Part 1 – Company/Business Organisation Status

Please submit the following information (please attach separate sheets if space is insufficient):

1. Name and address of the Tenderer :

2. Shareholders of the company and their percentage of ownership:

3. Present Business:

4. I/We *possess / *do not possess a Security Company Licence which is valid as at the Tender Closing Date. A copy of such licence is attached to this Contract Schedule 3.

** Please delete whichever is not applicable.*

5. Tenderer's Contact Details to Response to the Government's Enquiries

(i) Name :

(ii) Post :

(iii) Telephone number :

(iv) Fax number :

6. Number of Tenderer's employees currently engaged in providing security guard services:

Name of Tenderer in English:

7. A copy of the Business Registration Certificate, Articles of Association, Certificate of Incorporation or other constitutional documents or documents evidencing its business status is attached. (Note: The name of company/business organisation shown in the documents required under this clause shall be the same as the one stated in the “Offer to be Bound”.)
8. Particulars of the Tenderer (e.g. year of establishment, shareholders, no. of workers employed, liability, annual turnover, etc.) :-

Part 2 – Information required under Clause 19.2 (Government Discretion) of the Terms of Tender

*(a) I/We confirm that none of the events as mentioned in Clauses 19.1(a) to (g) of the Terms of Tender has ever occurred within the applicable period.

*(b) I/We confirm that the following event(s) as mentioned in Clauses 19.1(a) to (g) of the Terms of Tender has occurred within the applicable period.

Date	Details of the Event

** Please delete whichever is not applicable.*

Name of Tenderer in English: _____

Part 3 – Bank Account Details for Payment of the Services

Banker's Name : _____

Banker's Address : _____

Bank Account No. : _____

Authorized Signature &
Company Chop : _____

Name of Person Authorized
to Sign (in block letters) : _____

Name of Tenderer in English
(in block letters) : _____

Part 4 – Contract Deposit

In accordance with Clause 10 of the Terms of Tender,

I/We select to furnish the Contract Deposit by *Cheque / Cashier's Order / Banker's Guarantee.

** Please delete whichever is not applicable.*

Name of Tenderer in English: _____

Part 5 – Tenderer’s Experience and Accreditation

1. (a) Experience of Tenderer in Providing Security Guard Services:

Pursuant to the assessment criteria in the marking scheme under Stage 3 of Annex A, a Tenderer is encouraged to provide information and documentary evidence of the **Tenderer’s aggregate years of experience in providing security guard services during the seven (7) years immediately prior to the Original Tender Closing Date**, including details of the contracts that it has performed. The documentary evidence may be in the form of contract copies, letters of acceptance, sales invoices, etc. showing the contract description, the contract commencement and expiry dates and the scopes of services.

Details of Contract (with client’s name)	Contract Period	
	Start Date	End Date

Name of Tenderer in English: _____ :

(b) Tenderer's Previous Government Contractor Status:

For the purpose of tender evaluation pursuant to Assessment Criterion (3) of the marking scheme under Stage 3 of Annex A, a Tenderer is required to indicate whether it has been a Government service contractor of a Non-skilled Worker Contract within thirty-six (36) months immediately before the Tender Closing Date ("Previous Government Contractor") and provide documentary evidence on its Previous Government Contractor status. The documentary evidence may be in the form of contract copies, letters of acceptance, sales invoices, etc. showing the contract description, the contract commencement and expiry/ termination dates, the contract value and the scopes of services.

- ☐ I am/We are a Previous Government Contractor as referred to in Note 3 to the Assessment Criteria under Stage 3 of Annex A. Details of the relevant contract(s) are listed as follows:-

Details of Contract(s) (with Government Department's name)	Contract Period	
	Start Date	End Date

- ☐ I am/We are **not** a Previous Government Contractor as referred to in Note 3 to the Assessment Criteria under Stage 3 of Annex A.

** Please check the appropriate box(es) above and attach documentary evidence to substantiate Tenderer's Previous Government Contractor status, where applicable.*

Name of Tenderer in English: _____ :

2. Tenderer's Accreditation to ISO 9001/ISO 9002 and/or ISO 14001 and/or ISO 45001 (or OHSAS 18001) Standard:

Pursuant to the assessment criteria in the marking scheme under Stage 3 of Annex A, a Tenderer is encouraged to provide relevant documentary evidence which shall be valid as at Original Tender Closing Date to show that the Tenderer has been accredited with the following* ISO/OHSAS certifications.

☐ ISO 9001/ISO 9002 ☐ ISO 14001 ☐ ISO 45001/ OHSAS 18001

** Please check the appropriate box(es) above and attach documentary evidence to substantiate Tenderer's accreditation.*

Name of Tenderer in English: _____ :

CONTRACT SCHEDULE 4

Tenderer's Declaration

PART A – STATEMENT OF CONVICTIONS

A Tenderer hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Clause 1.1 of Stage 2 of Annex A) for a period of 5 years immediately preceding the Tender Closing Date:

- (a) the Tenderer itself;
- (b) each of its shareholders; and
- (c) where applicable, its sub-contractor.

Yes / **No** (please delete as appropriate)

If yes, please complete the following table –

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

I/We hereby declare that all information given above and contained in any additional sheets attached hereto is correct. If any of the information is found to be incorrect, we understand that my/our Contract will be terminated in accordance with Clause 19.1 of the Conditions of Contract.

PART B - AUTHORIZATION

I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from all Government bureaux/departments and give consent to the Government departments and public organisations concerned to release and provide information of my/our conviction records in respect of the Relevant Offences to the Agriculture, Fisheries and Conservation Department for the purposes of assessment of my/our Tender under this tender exercise and subsequent management of the Contract.

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

Name and Title of the authorised Signatory of the Tenderer:

Name of Tenderer in English : _____

PART C – SUB-CONTRACTOR’S ACKNOWLEDGEMENT

Only applicable if the Tenderer proposes to sub-contract its obligations under the Contract in accordance with Clauses 25 and 26 of Conditions of Contract.

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

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

Name of sub-contractor proposed by the Tenderer (if applicable):

Signed by the proposed sub-contractor or an authorised signatory for and on behalf of the proposed sub-contractor:

Name and Title of the authorised Signatory of the proposed sub-contractor:

Note: # If a Tenderer does not provide any information of sub-contracting, it shall be deemed that the Tenderer does not propose to appoint any sub-contractor upon award of the Contract. Any other indication which casts doubt on the true intention of the Tenderer may be further clarified. A Tenderer shall also note that its proposed sub-contractor shall be subject to assessment in accordance with Clauses 1 and 2 of Stage 2 of Annex A to the Terms of Tender and Clause 8.1(b) of the Terms of Tender. **A Tenderer’s Tender will not be considered further if its proposed sub-contractor has been convicted of any of the Relevant Offences or has obtained three Demerit Points during the periods mentioned in Clauses 1.1 and 2 of Stage 2 of Annex A to the Terms of Tender respectively.**

Name of Tenderer in English : _____

CONTRACT SCHEDULE 5**Non-collusive Tendering Certificate**

(To be completed and returned together with the tender submission)

To: the Government

Dear Sir/ Madam,

Non-collusive Tendering Certificate

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

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

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:

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

and I/we undertake that I/we will not, whether before or after the award of the Contract,

enter into or engage in any of the foregoing.

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

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 17.1 of the Terms of Tender, the Government may exercise any of the rights under Clauses 17.3 to 17.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Cap. 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its

discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

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

Name of the authorised signatory (where :
applicable)

Title of the authorised signatory (where :
applicable)

Date :

CONTRACT SCHEDULE 6**Pro-innovation Proposals and ESG Proposals**

(Please refer to Clause 22 of Terms of Tender and Notes 5A and 5B in Stage 3 of Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme))

Tenderers should provide details of the proposed pro-innovation proposals and ESG proposals in the following tables. If there is not enough space, please use supplementary sheets if necessary.

(A) Pro-innovation proposals – directly relevant to the Services

Proposed pro-innovation proposals	Brief description on improvements/benefits/positive values that can bring about	How to implement	Supporting documents (if any)

(B) ESG proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services

Proposed ESG proposals	Brief description on improvements/benefits/positive values that can bring about	How to implement	Supporting documents (if any)

Name of Tenderer in English : _____

**The Government of Hong Kong Special Administrative Region
Agriculture, Fisheries And Conservation Department**

Tender for the Provision of Security Guard Services to the Long Valley Nature Park

OFFER TO BE BOUND

This Offer to be Bound is submitted by the undersigned in response to the Government's Invitation to Tenders (Ref: AFCD/NP/01/24) for provision of the Services. Unless the context otherwise requires, terms and expressions appearing herein have the meanings given to them in the Tender Documents issued by the Government in connection with the Invitation to Tender.

To: The Government

1. I/We refer to the Invitation to Tenders issued by the Government to me/us. I/We hereby warrant that all information given in or attached to my/our Tender is true, complete and correct.
2. Having read and understood all terms and conditions of the Tender Documents, I/we HEREBY OFFER (a) to provide the whole of the Services on and subject to the terms and conditions set out in the Contract and (b) to be bound by all terms and conditions set out in the Contract.
3. We also certify that we have maintained a valid employees' compensation insurance policy with policy number _____, which expires on _____; and the name of the insurance company is _____.
4. I am/We are duly authorized to bind the Tenderer hereafter mentioned by my/our signature(s).

Authorized Signature & Company Chop :
(where applicable)

Name and Title of Person Authorized to
Sign Tender for and on behalf of the
Tenderer :

Name of Tenderer in English :

Name of Tenderer in Chinese :

Registered office of the Tenderer :

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

Notes:

- (i) For Paper-based Tendering, the Offer to be Bound to be submitted shall be this Offer to be Bound or a printed copy from a softcopy of this Offer to be Bound or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of this Offer to be Bound (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further.
- (ii) *For Paper-based Tendering, this Offer to be Bound shall be signed and submitted in the Tender before the Tender Closing Time. This signed Offer to be Bound to be submitted must not be a photocopy of the original, otherwise, the Tender will not be considered further.

**The Government of Hong Kong Special Administrative Region
Agriculture, Fisheries And Conservation Department**

**Tender for the Provision of Security Guard Services to
the Long Valley Nature Park**

Tender Reference: AFCD/NP/01/24

MEMORANDUM OF ACCEPTANCE

I

.....
(name and position of officer)

accept your Tender for provision of security guard services to the Long Valley Nature Park for the period from 1 November 2024 to 31 October 2027.

Date this day of 20

Signed by the said)
.....)

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

.....

Tender Evaluation Procedures, Criteria and Marking Scheme

Provision of Security Guard Services to the Long Valley Nature Park

Preamble

A two-envelope approach with a technical to price weighting of 50:50 will be adopted for the tender evaluation whereby the price assessment will be conducted separately and subsequent to the technical assessment. All tenders received will be evaluated in the following manner.

Stage 1 - Completeness Check

All Tenders received will be checked to ensure the completeness of the tender submissions in accordance with Clause 3.3(a) of the Terms of Tender. Tenders which have passed this Stage will proceed to Stage 2 assessment.

Stage 2 - Assessment of Tenderers' Compliance with Essential Requirements

A Tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements as set out below. A Tender that fails to meet any of the essential requirements in the Tender Documents will **not** be considered further. Tenders which have passed this Stage will proceed to Stage 3 evaluation.

1. Past Convictions

1.1 A Tenderer who is convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as “**Relevant Offences**”) is subject to the Debarment Period of a maximum of five (5) years from the date of the Tenderer's last conviction, during which period the Tenderer is debarred from tendering for this Contract. The length of the Debarment Period is determined in accordance with Clauses 1.4 and 1.5 below and may be reviewed under the Review Mechanism in Clause 1.6 below. The Relevant Offences are as follows -

- (a) any offence under the Employment Ordinance (Cap. 57) or the Employees' Compensation Ordinance (Cap. 282), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221); or
- (b) Sections 17I(1) or 38A(4) of the Immigration Ordinance (Cap. 115); or
- (c) Section 89 of the Criminal Procedure Ordinance (Cap. 221) and Section 41 of the Immigration Ordinance (Cap. 115) (aiding and abetting another person to

breach his condition of stay); or

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

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

- 1.2 For the purpose of debarment, a conviction of any of the Relevant Offences will count irrespective of whether it is obtained under a government or private contract and irrespective of the type of services offered under that contract. For the avoidance of doubt, a conviction will still be counted even if it is not obtained under any service contract. Convictions will be counted by the number of summonses convicted.
- 1.3 For the avoidance of doubt,
 - (a) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before tender evaluation is conducted; and
 - (b) If the Tenderer is a partnership or a company, the Tenderer would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred from tendering for any Non-skilled Worker Contract.
- 1.4 If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the Tenderer following the conviction of any of the Relevant Offences, the Tenderer shall be subject to a Debarment Period of five years from the date of conviction, irrespective of whether a fine is also imposed.
- 1.5 For a Tenderer convicted of any of the Relevant Offences receiving a sentence other than imprisonment (including a suspended sentence), the applicable Debarment Period shall be determined with reference to the level of maximum fine that the Relevant Offence individually carries under the relevant ordinance in accordance with the following table –

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

- 1.6 The Debarment Period applicable to the relevant Tenderer shall stand unless and

until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period, if any, will only be applicable for the purpose of this Invitation to Tender if it is determined by the Central Tender Board under the Review Mechanism on a date before the Tender Closing Date. However, the revised Debarment Period will become invalid as soon as the Tenderer is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Tenderer is debarred from tendering for this Contract for a period determined in accordance with Clauses 1.4 and 1.5 above in regard to that subsequent conviction.

- 1.7 The Tenderer shall submit as part of the Tender in Contract Schedule 4 the Statement of Convictions setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of five (5) years immediately preceding the Tender Closing Date. The Statement of Convictions shall be submitted in respect of:
- (a) the Tenderer itself;
 - (b) each of its shareholders if it is a company; and
 - (c) where applicable, its sub-contractor.

The Statement of Convictions shall be certified by a director of the Tenderer or a person duly authorised by the Tenderer to sign the Tender on behalf of the Tenderer.

- 1.8 If the Tenderer is found to have made false declaration or untruthful revelation in the Statement(s) of Convictions, the Government may without prejudice to any other rights which it has or may have, disqualify the Tenderer, or if it has been awarded the Contract, terminate the Contract immediately.
- 1.9 Notwithstanding Clause 1.1 above, in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:
- (a) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
 - (b) any offence under the Occupational Safety and Health Ordinance (Cap. 509) or the Factories and Industrial Undertakings Ordinance (Cap. 59), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

2. *Demerit Points*

- 2.1 If a Tenderer has accumulated three (3) Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five (5) years from the date on which the third Demerit Point was obtained. Any Tender submitted by a Tenderer who is so debarred from tendering for this Contract will not be considered.

- 2.2 The record of Demerit Point(s) of a Tenderer will be evaluated under a separate criterion known as “Record of Demerit Point(s)” as part of the technical assessment in the marking scheme. Based on the Tenderer’s record of Demerit Points in the period of 36 months immediately preceding the Tender Closing Date, the Tenderer will be accorded marks (if any) under this criterion in accordance with the following scale –

Demerit Point accumulated by the Tenderer in the period of 36 months immediately preceding the Tender Closing Date	Marks gained under the “Record of Demerit Point(s)” criterion
No Demerit Point	100% of the total marks assigned to the “Record of Demerit Point(s)” criterion
One Demerit Point	50% of the total marks assigned to the “Record of Demerit Point(s)” criterion
Two Demerit Points	0% of the total marks assigned to the “Record of Demerit Point(s)” criterion

- 2.3 Any Demerit Point which is under appeal to the procuring department of the Government which issued the same will still be counted for the purpose of debarment and for the purpose of Clause 2.2 above.

3. *Past Convictions and Demerit Points of Sub-contractors*

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

- (a) the Tenderer shall ensure that the sub-contractor proposed in the Tender has not been debarred due to conviction of any of the Relevant Offences in Clause 1 or accumulation of three or more Demerit Points in Clause 2; and
- (b) the Tenderer shall submit as part of its Tender a Sub-contractor’s Acknowledgement duly signed by the proposed sub-contractor,

otherwise its Tender may not be considered further.

4. *Security Company Licence*

It is an essential requirement that a Tenderer must possess a Security Company Licence which is valid as at the Tender Closing Date. A Tenderer who does not satisfy this essential requirement will be disqualified and its Tender will **not** be considered. A Tenderer must provide a copy of the licence in its Tender before the Tender Closing Date.

5. Heat Stroke Prevention Work Plan

- 5.1 Since this Contract involves Non-skilled Workers performing duties outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, the Tenderer shall submit a Heat Stroke Prevention Work Plan which shall cover at least the following proposals by the Tender Closing Date –
- (a) making suitable work arrangement such as rescheduling work to cooler periods and cooler places;
 - (b) carrying out measures by making reference to the Labour Department’s “Guidance Notes on Prevention of Heat Stroke at Work” published on 15 May 2023 at https://www.labour.gov.hk/common/public/oh/Heat_Stress_GN_en.pdf (as may be updated from time to time) covering at least the following:
 - (i) to conduct heat stress risk assessments of heat stress for the specific work taking account of the environmental (such as airflow, temperature), work (such as physical workload) and personal factors (such as heat acclimatisation of employees);
 - (ii) to implement, as far as reasonably practicable, appropriate heat stroke preventive measures (such as installing temporary covers/shelters; providing ventilation equipment, and providing sheltered/ventilated resting places) based on the risk assessment results; and
 - (iii) to arrange hourly rest breaks as appropriate for Non-skilled Workers working outdoors, in indoor environment without air-conditioning and/or in the vicinity of heat sources, based on the recommendations and criteria provided in the “Guidance Notes on Prevention of Heat Stroke at Work”, when the Heat Stress at Work Warning issued by the Labour Department is in force;
 - (c) providing potable water at all times during work;
 - (d) providing uniforms with dry-fit properties; and
 - (e) providing wide-brimmed hats, arm sleeves or umbrellas.
- 5.2 The Heat Stroke Prevention Work Plan as specified in Clause 5.1 above must be certified by a registered safety officer who has valid registration as at the Tender Closing Date with the Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) using the form set out in Annex E to the Terms of Tender (“Safety Officer Certification”). Details of registered safety officers are available on the Labour Department’s homepage at https://www.labour.gov.hk/eng/faq/oshq8_whole.html. **A Tenderer**

which has failed to submit the Safety Officer Certification signed by a safety officer as aforesaid by the Tender Closing Date will be disqualified and its Tender will not be considered further.

- 5.3 It is an essential requirement that the Tenderer shall submit as part of its Tender the Heat Stroke Prevention Work Plan as specified in Clause 5.1 above by the Tender Closing Date; **otherwise the Tender will not be considered further.**

Stage 3 – Evaluation of Technical Proposals by Marking Scheme

- 1.1 The Government will adopt a marking scheme with assessment criteria set out in the table below (each of which is referred to as “Criterion”) in assessing the Tenders which have passed Stage 2 assessment. The maximum technical marks which can be awarded to a Tender is 100. The technical assessment comprises three sections, namely Sections A to C. **There is a passing mark for Criterion (4) of Section B. Tenders which fail to pass Criterion (4) of Section B will not be considered further.**
- 1.2 The Tenderer who has passed the technical assessment at Criterion (4) of Section B and has attained the highest total technical mark would be awarded with a weighted technical score of 50, while the weighted technical score for other Tenderers who have passed the technical assessment at Criterion (4) of Section B would be calculated in accordance with the formula in Clause 1.3 below.
- 1.3 The weighted technical score of a Tenderer who has obtained the passing mark in Criterion (4) of the technical assessment is:

$$50 \times \frac{\text{Technical mark of the Tender being considered}}{\text{Highest technical mark among all Tenders which have obtained the passing mark in Criterion (4) of the tender assessment}}$$

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

1.5 Technical Assessment

Assessment Criteria		Maximum Mark	Unit Mark (M)	Standard Score (S) (See Remarks)					Marks (M x S) (See Remarks)	Passing Mark
				4	3	2	1	0		
(A)	Wages, Working Hours & Record of Demerit Point(s)									
(1)	Committed monthly wages for: (i) Security Guard (ii) Security Supervisor (See Note 1)	22.5 2.5	N.A.							N.A.
(2)	Committed maximum net working hours per day for: (i) Security Guard (ii) Security Supervisor (See Note 2)	8.1 0.9	8.1 0.9							N.A.
(3)	Record of Demerit Points in the 36-month period immediately preceding the month of the Tender Closing Date (See Note 3)	6	3							N.A.
	Sub-total for (A)	40							–	
(B)	Execution Plan									
(4)	Management Plan (See Note 4)	36	9							9
(5)	Innovative Suggestions	9								
(a)	Pro-innovation proposals which are directly relevant to the Services (See Note 5A)	6.75	2.25							N.A.
(b)	ESG proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services (See Note 5B)	2.25	1.125							N.A.
	Sub-total for (B)	45							–	
(C)	Tenderer’s Experience and Certifications									
(6)	Tenderer’s experience in the provision of security guard services (See Note 6)	9	3							N.A.
(7)	Valid and relevant certifications (See Note 7)	6	2							N.A.
	Sub-total for (C)	15								
	Total Technical Mark	100								

Remarks

A Tenderer's proposal/qualifications in respect of the features mentioned in the assessment criteria will be rated as follows –

For Criterion (1)

See Note 1 for details of marks scoring, please note that the unit mark and standard score do not apply to Criterion (1).

For Criterion (2)

Standard score of 1 or 0 will be given. The marks to be awarded for a Criterion will be calculated by multiplying the unit mark and the standard score.

For Criterion (3)

Standard score of 2, 1 or 0 will be given. The marks to be awarded for a Criterion will be calculated by multiplying the unit mark and the standard score.

For Criterion (4)

Standard score of 4, 3, 2, 1 or 0 will be given. The marks to be awarded for a Criterion will be calculated by multiplying the unit mark and the standard score.

For Criterion (5a)

Standard score of 3, 2, 1 or 0 will be given. The marks to be awarded for a Criterion will be calculated by multiplying the unit mark and the standard score.

For Criterion (5b)

Standard score of 2, 1 or 0 will be given. The marks to be awarded for a Criterion will be calculated by multiplying the unit mark and the standard score.

For Criteria (6) to (7)

Standard score of 3, 2, 1 or 0 will be given. The marks to be awarded for a Criterion will be calculated by multiplying the unit mark and the standard score.

Notes to the Assessment Criteria**Note 1 (Committed Monthly Wage)**

(a) The marks to be awarded for Criterion (1) by each Tender passing Criterion (4) of the technical assessment will be determined by the following formula –

$$\text{Marks for Security Guard of a Tender:} \quad 22.5 \times \frac{W - S}{H - S}$$

$$\text{Marks for Security Supervisor of a Tender:} \quad 2.5 \times \frac{Y - R}{G - R}$$

W = Committed monthly wage for the Security Guard of the Tender being considered.

H = Among all the tenders passing Criterion (4) of the technical assessment,

the highest committed monthly wage for Security Guard.

- S = Prevailing “SMW plus rest day pay rate” for Security Guard, derived on the basis of 31 days (27 working days plus 4 paid rest days) per month, 8 normal hours of work per day and current minimum hourly wage rate.
- Y = Committed monthly wage for the Security Supervisor of the Tender being considered.
- G = Among all the tenders passing Criterion (4) of the technical assessment, the highest committed monthly wage for Security Supervisor.
- R = Prevailing “SMW plus rest day pay rate” for Security Supervisor, derived on the basis of 31 days (27 working days plus 4 paid rest days) per month, 8 normal hours of work per day and current minimum hourly wage rate.

Illustrative Example	Marks Scored (Example)
<p>W = \$11,000 H = \$12,000 S = \$9,920</p>	<p>Marks scored =</p> $22.5 \times \frac{11,000 - 9,920}{12,000 - 9,920}$ <p>= 11.678 (Marks)</p> <p>Rounded to 2 decimal places → <u>11.68 marks</u></p> <p>No mark will be given if the committed monthly wage for Security Guard or Security Supervisor of a Tenderer's Tender is the same as the prevailing “SMW plus rest day pay rate”.</p>

- (b) Tenderers must not propose different committed monthly wages for the same type of worker. If different committed monthly wages are proposed by a Tenderer, the lower/lowest committed monthly wages will be regarded as the committed wages for Security Guards and/or Security Supervisor (as the case may be) for the purpose of tender evaluation.

Note 2 (Committed Maximum Net Working Hours Per Day)

Type of Worker	Committed Maximum Net Working Hours per Day	Standard Score obtainable for Criterion (2)
Security Guards and Security Supervisors	Ten (10) hours or less excluding meal break	1
	More than ten (10) hours excluding meal break	0

Tenderers must not propose different committed maximum net working hours per day for the same type of worker. If different committed maximum net working hours are proposed by a Tenderer, the higher/highest one will be regarded as the committed maximum net working hours per day for Security Guards and/or Security Supervisors (as the case may be) for the purpose of tender evaluation.

Note 3 (Record of Demerit Points)

- (a) Where a Tenderer has been a Government service contractor of a Non-skilled Worker Contract within thirty-six (36) months immediately before the Tender Closing Date (“Previous Government Contractor”), standard scores will be given to Assessment Criterion (3) in accordance with the following rule –
- 2 - Having no Demerit Point in the 36-month period immediately preceding the month of the Tender Closing Date.
 - 1 - Having been given one (1) Demerit Point in the 36-month period immediately preceding the month of the Tender Closing Date.
 - 0 - Having been given two (2) or more Demerit Points in the 36-month period immediately preceding the month of the Tender Closing Date.
- (b) Where a Tenderer has not been a Previous Government Contractor of a Non-skilled Worker Contract, it will be given an average mark which is calculated by dividing the aggregate marks under Assessment Criterion (3) of the marking scheme of all Tenderers who have been a Previous Government Contractor of a Non-skilled Worker Contract and have scored the passing mark for Assessment Criteria (4) of Section (B) Execution Plan of the marking scheme in Stage 3 evaluation by the number of such Tenderers rounded to the nearest 2 decimal places according to the rounding method as shown in Clause 1.4 of Stage 3 above.
- (c) Demerit Point is given the meaning as defined in the Interpretation. Demerit Points under appeal will still be counted for the purpose of tender evaluation.
- (d) For the purpose of tender evaluation pursuant to Assessment Criterion (3), a Tenderer is required to indicate in Part 5 of Contract Schedule 3 whether it is a Previous Government Contractor as defined in (a) above and submit in its Tender the documentary evidence on its Previous Government Contractor status. Documentary evidence may be in the form of contract copies, letters of acceptance, sales invoices, etc. showing the contract description, the contract commencement and expiry/termination dates, the contract value and the scopes of services.
- (e) For the avoidance of doubt, a Tenderer will be deemed to be **not** having been a Previous Government Contractor if it fails to submit the documentary evidence to substantiate its Previous Government Contractor status before the Tender Closing

Time or upon Government's subsequent request for such documentary evidence pursuant to Clause 3.7 (Request for Information) of the Terms of Tender, within the time stipulated in the Government's written request. However, this does not affect the Government's discretion to verify the actual status of the Tenderer independently.

Note 4 (Management Plan)

- (a) (1) Each Tenderer shall submit an Execution Plan which includes the Management Plan showing the manner in which and the methods of work by which the Tenderer proposes to carry out the Contract.
- (2) Tenderers shall note that under Clause 4.2(b) of the Conditions of Contract, the Government Representative shall be entitled to request from time to time the amendment of the Execution Plan as mentioned in (1) above to suit the needs and requirements of the Government.
- (3) Marks will be given to a Management Plan which is practicable and contains detailed information covering the following number of listed aspects.

No. of Listed Aspects Covered in Management Plan	Standard Score(s) obtainable for Criterion (4)
Ten (10) aspects	4
Nine (9) aspects	3
Eight (8) aspects	2
Seven (7) aspects	1
Proposed plan is impracticable; or with detailed information covering less than seven (7) aspects	0

- (b) **Any Tenderer who fails to obtain the passing mark in Criterion (4) of the technical assessment is deemed to have failed the tender assessment and will not be further considered.**
- (c) The listed aspects to be covered in a Management Plan are:
- (1) Organisation chart showing clearly the manpower to be deployed to the Contract, including on-site Security Personnel and off-site Supervisory Officer.
 - (2) Details of the mechanism on checking staff attendance, staff discipline and performance and auditing the quality of the Services provided.
 - (3) Details of the Tenderer's training programmes for its on-site Security Personnel for the performance of the Services, including induction, refresher and focused courses (e.g. training for staff who fail to perform or observe discipline).
 - (4) Details of the mechanism in handling complaints and maintaining close

communications with the Government Representative(s) effectively.

- (5) Details of staff deployment proposal setting out clearly the distribution and responsibilities of work of all the Security Personnel to ensure that the number of Security Guards and Visits as specified in the Service Specifications is maintained at all time for carrying out the Services.
- (6) Details in demonstrating the capability to provide sufficient relief Security Personnel to relieve those on leave (including rest days, holidays and annual leave) and the availability of additional resources during contingency.
- (7) Level of support and resources available at the time of emergency with details on the number of employees that could be mobilized within a specified timeframe, including the provision of emergency contact numbers, hotlines, commitment to mobilize additional manpower and redeployment of equipment within short notice, and the response time, etc.
- (8) Details of the management plan to ensure compliance with the Occupational Safety and Health Ordinance and other statutory safety regulations, including provision of equipment to the Security Personnel.
- (9) Details of contingency plan to cater for the risk of sudden shortage of manpower in case of outbreak of accidents.
- (10) Details of steps taken to monitor environmental measures (e.g. measures to check and turn off excessive lighting for energy saving) in relation to the Services.

Note 5A (Pro-innovation Proposals)

- (a) Marks will be given if the proposed pro-innovation proposals are directly relevant to, effective and practicable in improving the delivery of the Services as compared with how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Government in general. Pro-innovation proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable. Only pro-innovation proposals that are considered effective and practicable in improving service delivery or operations will be given marks for innovation. Their benefits/positive values may include, inter alia,
 - (1) economical use of resources, e.g. electricity, water, paper;
 - (2) saving of manpower resources;
 - (3) higher operational efficiency/performance reliability (e.g. use of self-developed mobile app);
 - (4) shortening of gearing-up period;
 - (5) better service quality (e.g. qualified first aiders, qualification for operating AED);

- (6) improved or greater flexibility to adapt to operational changes;
- (7) enhancing staff morale (excluding provision of additional labour benefits/user satisfaction/service utilization, etc.
- (b) Tenderers may propose pro-innovation proposals involving application/adoption of new technology/ inventions and/or innovative application of existing/matured technology that may enhance service delivery while contributing to the innovation and technology development. Pro-innovation proposals may not necessarily be technology-related, but should bring improvements/positive values/benefits in enhancing service delivery in security/access control.
- (c) Standard scores will be given in accordance with the following rule:

No. of Effective and Practicable Pro-innovation Proposals	Standard Scores obtainable for Assessment Criterion (5a)
Three (3) or more	3
Two (2)	2
One (1)	1
None (0)	0

- (d) For the avoidance of doubt, “proposals that could effectively enhance/improve the quality/performance of the Services” to be assessed under Assessment Criterion (5a) will normally not alter the existing or conventional mode of service delivery, e.g. shortening the response time when the service delivery fails to meet the requirements set out in the contract. “Pro-innovation proposals” to be assessed under Assessment Criterion (5a) are suggestions that are not featured in the existing or conventional mode of service delivery.
- (e) Marks will not be given to any pro-innovation proposal/ESG proposal which (i) is related to labour benefit measures scored under the assessment criteria “A. Wages, Working Hours & Record of Demerit Point(s)” or (ii) a Tenderer will neither be capable of nor responsible for implementation.
- (f) A suggestion that scores marks under pro-innovation proposals will not earn marks again under ESG proposals and vice versa. In case a Tenderer specified the type of a suggestion under both pro-innovation proposals and ESG proposals and the Tender Assessment Panel (“TAP”) considers that the same suggestion could earn marks under pro-innovation proposals and ESG proposals, it will be taken as scoring marks under pro-innovation proposals only. Each suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.
- (g) Tenderers should propose pro-innovation proposals and ESG proposals and explain clearly with sufficient details on what improvements/positive values/benefits to which their proposed pro-innovation proposals and ESG proposals can bring about as well as how they are to be implemented by filling in Contract Schedule 6

(Pro-innovation Proposals and ESG Proposals) to facilitate tender evaluation.

- (h) Apart from the schedule of pro-innovation proposals and ESG proposals mentioned in (g) above, Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the pro-innovation proposals / ESG proposals. Marks will not be given if the tenderers only propose a concept without sufficient details. The information that shall be provided by the tenderers includes the following –
- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc. : scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
 - if the suggestion is concerned with a kind of measure, service, scheme and activity, etc. : the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and
 - if the suggestion is related to manpower : the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate.
- (i) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their pro-innovation proposals / ESG proposals. All proposed pro-innovation proposals / ESG proposals will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the TAP to have a better understanding of the pro-innovation proposals / ESG proposals proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- (j) All practicable pro-innovation proposals / ESG proposals accepted by the Government shall form part of the Contract. Any failure to perform such pro-innovation proposals / ESG proposals would be deemed a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the terms and conditions of the Contract.

Note 5B (ESG proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services)

- (a) Marks will be given if the ESG proposals will improve environmental protection, sustainability or governance or social responsibility, which may but need not be directly

relevant to the Services, but can bring about positive values/benefits to the Government or the public at large.

- (b) ESG proposals shall contribute to all or some or any one of the following positive values/benefits –
- (i) environmental protection (e.g. use of electric vehicle, use of renewable energy, in the execution of the contract, etc.);
 - (ii) social responsibility (e.g. employment of five people with disabilities and/or rehabilitated persons for the contract starting from the first month, etc.); and/or
 - (iii) governance.
- (c) Standard scores will be given in accordance with the following rule:

No. of Effective and Practicable ESG Proposals	Standard Scores obtainable for Criterion (5B)
Two (2) or more	2
One (1)	1
None (0)	0

- (d) Paragraphs [(e) to (j)] of Note 5A above are also applicable to this Note.

Note 6 (Experience of Tenderer)

- (a) Marks will be given in accordance with the following table to a Tenderer who has the corresponding aggregate years of experience in the provision of security guard services within seven (7) years immediately prior to the Original Tender Closing Date. Tenderers must submit documentary evidence of its claimed experience as part of its Tender, otherwise its claimed experience will not be recognized.

No. of aggregate years of experience referred to in (a) above	Standard Score(s) obtainable for Criterion (6)
Five (5) or more	3
Three (3) to less than Five (5)	2
One (1) to less than Three (3)	1
Less than one (1) or the Tenderer having failed to submit sufficient documentary evidence to substantiate its claimed experience	0

- (1) For the purpose of tender evaluation, the aggregate year of experience will be counted in calendar days [i.e. one (1) year = 365 days]. “Three (3) aggregate years of experience” is equivalent to having accumulated 1095 (i.e. 365 days x 3) days of experience.

- (2) Besides, any overlapping period under different contracts will not be doubled-counted. If more than one relevant contract is quoted as proof of experience, the overlapping period of the contracts will only be counted once. For example, a Tenderer will be counted as having one (1) year's aggregate experience from 1.3.2019 to 28.2.2020 if it has undertaken contracts respectively from 1.3.2019 to 31.8.2019 and from 1.7.2019 to 28.2.2020 (i.e. a total of 365 days comprising 184 days for 1.3.2019 – 31.8.2019 from the first contract and 181 days for 1.9.2019 – 28.2.2020 from the second contract).
- (b) Assessment on the experience of the Tenderer under this Criterion will be solely based on the information on the Tenderer's past experience as stated by the Tenderer in its Tender on or before the Tender Closing Date. In this connection, a Tenderer is required to submit in its Tender the information and documentary evidence on its past experience as required in Part 5 of Contract Schedule 3. For avoidance of doubt, marks will **not** be given to a Tenderer who has stated in its Tender the relevant experience but fails to submit the documentary evidence to substantiate the claimed experience before the Tender Closing Time or, if the Government subsequently requests for such documentary evidence pursuant to Clause 3.7 (Request for Information) of the Terms of Tender, within the time stipulated in the Government's written request.
- (c) Documentary evidence may in the form of contract copies, letters of acceptance, sales invoices, etc. showing the contract description, the contract commencement and expiry dates, the contract value and the scopes of services.

Note 7 (Valid and relevant certifications)

- (a) Marks will be given to a Tenderer who is accredited to ISO 9001/ISO 9002 Quality Management Systems, ISO 14001 Environmental Management Systems and/or ISO 45001 Occupational Health and Safety Management (or Occupational Health and Safety Assessment Series (OHSAS) 18001) on provision of security guard services and has submitted relevant documentary evidence which is valid as at the Original Tender Closing Date. For the avoidance of doubt, marks will **not** be given to a Tenderer who has stated in its Tender the relevant accreditation but fails to submit the documentary evidence to substantiate the claimed accreditation before the Tender Closing Time or, if the Government subsequently requests for such documentary evidence pursuant to Clause 3.7 (Request for Information) of the Terms of Tender, within the time stipulated in the Government's written request.

No. of accredited certification	Standard Score(s) obtainable for Criterion (7)
All three (3) accreditation with documentary proof	3
Any two (2) of the accreditation with documentary proof	2
Any one (1) of the accreditation with documentary proof	1
No accreditation or the Tenderer having failed to submit valid documentary proof to substantiate its claimed accreditation	0

- (b) A Tenderer will be regarded as possessing one accreditation for obtaining a standard score if that Tenderer has submitted valid documentary evidence for the following accreditation:
- (1) OHSAS 18001 (Occupational Health and Safety Assessment Series) only; or
 - (2) ISO 45001 (Occupational Health and Safety Management) only; or
 - (3) both OHSAS 18001 and ISO 45001.

Stage 4 - Price Assessment

1. The weighted price score of a Tenderer who has passed the technical assessment in Stage 3 above will be calculated in accordance with the following formula:

$$50 \quad \times \quad \frac{\text{Lowest Total Estimated Contract Price among all Tenders which have passed the technical assessment}}{\text{Total Estimated Contract Price of the Tender being considered}}$$

2. The weighted price score will be rounded to the nearest 2 decimal places according to the rounding method as shown in paragraph 1.4 under Stage 3.

Stage 5 - Calculation of the Combined Score

- (a) The combined technical and price score (“Combined Score”) of each Tenderer which has completed Stage 4 assessment will be determined by the following formula:

$$\text{Combined Score} \quad : \quad \text{Weighted technical score} + \text{Weighted price score}$$

- (b) Tenderers’ attention is drawn to Clause 7 of the Terms of Tender in relation to the basis of acceptance of the successful Tender.

Reply Slip for Site Visit

To : the Director of Agriculture, Fisheries and Conservation
(Attn: Nature Park Officer (Planning and Administration))
Nature Park Division
Agriculture, Fisheries and Conservation Department
5/F, Cheung Sha Wan Government Offices,
303 Cheung Sha Wan Road,
Kowloon, Hong Kong
(Fax: 2631 9162)

Tender Ref: AFCD/NP/01/24
Provision of Security Guard Services to the Long Valley Nature Park

To facilitate your tender preparation, a site visit to **the Long Valley Nature Park** will be arranged as follows. Please complete this reply slip and return by fax (Fax No.: **2631 9162**) **on or before 12:00 noon on 15 August 2024 (Thursday)**.

Date : 16 August 2024 (Friday)
Time : 10:00 a.m.
Assembly Place : Long Valley Plaza of the Long Valley Nature Park, Yin Kong Road, Sheung Shui

☐ * I will attend the site visit as scheduled.

☐ * I will NOT attend the site visit as scheduled.

* Remarks: Please put a tick (✓) in the box as appropriate

	Full name of Attendee(s)	Post Title
Mr/Mrs/Miss	_____	_____
Mr/Mrs/Miss	_____	_____
Name of Company	_____	_____
Telephone No.	_____	
Fax No.	_____	

Annex C

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

THIS GUARANTEE is made on the day of
By
of, a bank within the meaning of the Banking Ordinance
(Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor")

In favour of

The Government of the Hong Kong Special Administrative Region (hereinafter called the
"Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the <day> of <month year>
made between <Name of Contractor> of <Address of Contractor> (hereinafter called the
"Contractor") of the one part and the Government of the other part (designated as the Hong Kong
Police Force Contract No. <Contract Number>), the Contractor agreed and undertook to provide
the Services upon the terms and conditions of the Contract.

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

Now this Guarantee executed as a deed witnesses 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's acceptance of the bank named herein as the
Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.
- (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
- (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution or where "the Contractor" is a company, any change its member or shareholder or its officers or 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 amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

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

(7) This Guarantee shall have immediate effect on the same date as the Contract 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 end of three (3) months from the date of early termination or expiry of the Contract Period; or

- (b) in the case if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),

whichever is the applicable.

(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 Director of Agriculture, Fisheries and Conservation, Nature Park Division, Agriculture, Fisheries and Conservation Department, 5/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong marked for the attention of Nature Park Officer (Planning and Administration), facsimile number 2631 9162;

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

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

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

(15) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

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

Name of witness:

Title of witness:

Signature of witness:

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

Name of witness:

Title of witness:

Signature of witness:

* Please delete as appropriate

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

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

**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)，為政府服務合約 (編號：_____) (註 2)，批出合約日期：_____年_____月_____日) 工作。僱員的工作地點是_____ (限於上述政府服務合約的範圍)。在本僱傭合約期內，如有需要，僱主可緊急或短暫及有限度調配僱員在_____區域(註 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(註 6)：

☐ 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 7)

☐ 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 7)

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 8)

(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) 根據第廿七條款或附表第五條款，在 8 號或以上風球下工作的薪酬。

(己) 根據《最低工資條例》應獲得的任何額外報酬。(註 9)

(庚) 任何根據本僱傭合約或香港法例規定須支付予僱員的金額。

- 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(包括本僱傭合約第廿八條款的酬金(如有)及任何其他到期的須付款項)，亦不得遲於本僱傭合約屆滿或終止後 7 天支付。如僱員受僱於僱主在多於一個職位(依附表所定義)工作，而在僱員工作的職位屆滿或終止時，根據附表第六條款應獲付酬金，該筆酬金不得遲於有關職位屆滿或終止後 7 天支付。

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

- 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、侍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、僱主須遵守香港法例第 509 章《職業安全及健康條例》及第 59 章《工廠及工業經營條例》有關安全及健康的規定。
- 十四、僱員須/毋須*根據香港法例第 460 章《保安及護衛服務條例》之規定申領保安人員許可證。(註 10)
- 十五、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。
- 十六、當 8 號或以上風球懸掛時，
- ☐ 僱員毋須上班，工資不會被扣減。當 8 號或以上風球於下班前不少於_____小時前除下，僱員須要上班。
 - ☐ 僱員須要上班，並可獲發實報實銷的額外交通費用。
 - ☐ 僱員須要上班，並可獲發颱風當值津貼港幣_____元。
- 為免生疑問，本條款所賦予的權益，是第廿七條款或附表第五條款所列明的在 8 號或以上風球懸掛時工作應獲得的工資以外的額外權益。
- 十七、當黑色暴雨警告生效期間，
- ☐ 僱員毋須上班，工資不會被扣減。當黑色暴雨警告於下班前不少於_____小時前除下，僱員須要上班。
 - ☐ 僱員須要上班，並可獲發實報實銷的額外交通費用。
 - ☐ 僱員須要上班，並可獲發暴雨當值津貼港幣_____元。
- 十八、如政府在 8 號風球改為 3 號風球前發出「極端情況」公布，在「極端情況」生效期間(註 13)，
- ☐ 僱員毋須上班，工資不會被扣減。當「極端情況」於下班前不少於_____小時前除下，僱員須要上班。

- ☐ 僱員須要上班，並可獲發實報實銷的額外交通費用。
- ☐ 僱員須要上班，並可獲發「極端情況」當值津貼港幣_____元。如僱員已獲發第十六條款所列明的颱風當值津貼，仍會/不會* 獲發本「極端情況」當值津貼。

十九*、僱員之試用期為_____天/_____個月*。

二十、本僱傭合約任何一方均可根據以下情況終止僱傭合約：

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

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

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

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

廿四、僱員同意僱主向_____（採購部門之名稱）（註 11）提供其工資記錄、值勤記錄及其他有關資料，作為該部門監察僱主履行服務合約內有關僱傭規定之用。

廿五、僱員同意僱主將已簽署的本僱傭合約副本及修訂副本（如有）交予_____（採購部門之名稱）（註 11）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。

廿六、（甲） 僱員只需在緊接法定假日之前，已按《僱傭條例》所定義的連續性合約（「連續性合約」）在第二條款指明的政府服務合約受僱於僱主滿 1 個月，便可獲發假日薪酬。僱主須根據《僱傭條例》的有關規定計算假日薪酬的款額，並最遲須於法定假日後的第一個發薪日支付假日薪酬給僱員。為免生疑問，本第廿六條款並不損害僱員根據《僱傭條例》享有假日薪酬的權益。

（乙） 如僱員為僱主在多於一個職位工作，應獲付假日薪酬的詳情載列於附表第四條款。

廿七、（甲） 如在僱員某天或某更份的工作期間，曾懸掛 8 號或以上風球（不論懸掛時間的長短），僱員就該天或該更份應獲支付的工資，為其本應在該天或該更份的工作時數而賺取的工資的_____ %（所填寫的數字必須不低於 150）。僱員本應在該天或該更份的工作時數賺取的工資，包括僱員於該

天或該更份的所有工作時數依其每月工資按比例計算的工資、根據第六(乙)條款訂明百分比計算的超時工作工資（如適用）及根據第三(乙)條款應獲付的用膳時間薪酬（如適用）。

- (乙) 如僱員為僱主在多於一個職位工作，其在 8 號或以上風球懸掛時工作應獲工資的詳情載列於附表第五條款。

廿八、 (甲) 在本僱傭合約屆滿或終止時（而終止的原因並非基於《僱傭條例》第 9 條(註 12)的理由而作出），如僱員在緊接本僱傭合約屆滿或終止前已為僱主在上述第二條款列明的政府服務合約下按連續性合約受僱不少於 12 個月的受僱期，僱主須向僱員支付酬金。

- (甲甲) 除上述第廿八(甲)條款外，如僱員在緊接本僱傭合約終止前已為僱主在上述第二條款列明的政府服務合約下按連續性合約受僱少於 12 個月的受僱期（但仍符合《僱傭條例》下連續性合約的要求），如本僱傭合約是由僱主終止，而該僱傭合約的終止是因政府終止上述第二條款列明的政府服務合約或在政府就相關服務合約發出的終止通知後發生（不論政府終止該服務合約是否由於僱主的表現欠佳或其他情況），僱主仍須就相關的較短受僱期向僱員支付酬金。

為免生疑問，就第廿八(甲甲)條款而言，如本僱傭合約的終止原因是基於《僱傭條例》第 9 條(註 12)的理由而作出或是由僱員終止本僱傭合約，則毋須就相關少於 12 個月的受僱期支付酬金。此外，第廿八(甲甲)條款只適用於上述第二條款列明如非遭政府終止，原定合約期不少於 12 個月的政府服務合約。

- (乙) 如僱員根據上述第廿八(甲)條款或第廿八(甲甲)條款可獲發酬金，該筆酬金的款額相等於僱員在上述受僱期內所賺取的總工資的 6%。

- (丙) 就第廿八(甲)條款及第廿八(甲甲)條款而言，該筆酬金是按僱員的服務年資（或在該條款中提及之受僱期）支付的款項。如僱員根據《僱傭條例》應獲付遣散費或長期服務金，僱主須在支付遣散費或長期服務金（按情況而定）前先支付酬金，並可按照《僱傭條例》從任何根據該條例須付予僱員的遣散費或長期服務金中，扣除已支付予僱員的酬金的款額。可扣除的款額，以該筆酬金與須付遣散費或長期服務金基於相同部份的服務年期所計算的款額為限。僱主只可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中，扣除須付的遣散費或長期服務金的餘額。

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

僱員簽名**僱主或僱主代表簽名**

姓名：_____

香港身份證號碼：_____

簽署日期：_____

* 請刪去不適用者

☐ 請於適當方格劃上“✓”號

姓名：_____

職位：_____

簽署日期：_____

附註

(公司印鑑)

註 1： 根據有關強制性規定，政府服務合約承辦商若聘用服務合約內指明須簽訂標準僱傭合約的職位的僱員為政府服務合約工作超過 7 天，便須與其每一名這類僱員簽訂本標準僱傭合約。

註 2： 如僱員為僱主在同一區域內多於一份政府服務合約中工作，則毋須填寫此政府服務合約編號及本僱傭合約第二、第三、第六(乙)及第廿七(甲)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明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： 如僱員在用膳時間是處於《最低工資條例》工作時數所指的情況（當中包括按照僱傭合約、或在僱主同意或指示下而留駐僱傭地點當值，不論該僱員當時有否獲派工作），或僱員的用膳時間按照本僱傭合約或勞資雙方的協議屬於僱員的工作時數，則在計算最低工資時須包括該段時間。

註 7： (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 8：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 7(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 9：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 10：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 11：如僱員為僱主在同一區域內多於一份政府服務合約中工作，必須在本僱傭合約第廿四及廿五條款中填寫所有有關的採購部門之名稱。
- 註 12：根據《僱傭條例》第 9 條，如有以下情況，僱主可無須給予通知或代通知金而即時解僱一名僱員：(i)僱員在與其僱傭有關的事宜上，(a)故意不服從合法而又合理的命令；(b)行為不當，與正當及忠誠履行職責的原則不相符；(c)犯有欺詐或不忠實行為；或(d)慣常疏忽職責；或(ii)僱主因任何其他理由而有權根據普通法無須給予通知而終止合約。
- 註 13：如因颱風引致「極端情況」，例如公共交通服務嚴重受阻、廣泛地區水浸、嚴重山泥傾瀉或大規模停電，政府會審視情況，並於 8 號風球改為 3 號風球前，決定是否發出「極端情況」公布。在「極端情況」公布發出後，除與僱主就「極端情況」下訂立有上班協定的僱員，其他僱員在 8 號風球取消後的兩小時，應留在原來的地點或安全地點。在「極端情況」生效期間，政府會審視情況及考慮會否延長「極端情況」。當「極端情況」取消，僱員應根據和僱主協定的安排上班。「極端情況」適用於全港。

適用於政府服務合約承辦商 與其僱員的標準僱傭合約 附表

(如僱員受聘為僱主在同一區域內(註 14)多於一份政府服務合約中工作，則須同時填寫此附表，但毋須填寫標準僱傭合約第二、第三、第六(乙)及第廿七(甲)條款。)

一、僱主按以下各表所列詳情聘用僱員在多於一份政府服務合約的職位(統稱「職位」)工作。在本僱傭合約期內，如有需要，僱主可緊急或短暫及有限度調配僱員在
_____區域(註 14)內工作。(註 15)

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

表 (1)	(甲)	政府服務合約編號		採購部門	
		僱員在此政府服務合約下工作的首天	____年____月____日	批出此政府服務合約的日期：	____年____月____日
		職位		工作地點	
		每天工作時數		每天准予工作時數上限	
	(乙)	每天工作時間	<input type="checkbox"/> 上/下午*____至上/下午*____及上/下午*____至上/下午*____。 <input type="checkbox"/> 分更制的 上/下午*____至上/下午*____及上/下午*____至上/下午*____； 上/下午*____至上/下午*____及上/下午*____至上/下午*____；或 上/下午*____至上/下午*____及上/下午*____至上/下午*____。 僱員的用膳時間由上/下午*____至上/下午*____ / 每日____小時/分鐘*。上述用膳時間(註 16)： <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 17) <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 17)
	(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 18)

表 (2)	(甲)	政府服務合約編號		採購部門	
		僱員在此政府服務合約下工作的首天	____年 ____月 ____日	批出此政府服務合約的日期：	____年 ____月 ____日
		職位		工作地點	
		每天工作時數		每天准予工作時數上限	
	(乙)	每天工作時間	<input type="checkbox"/> 上/下午*____至上/下午*____及上/下午*____至上/下午*____。 <input type="checkbox"/> 分更制的 上/下午*____至上/下午*____及上/下午*____至上/下午*____； 上/下午*____至上/下午*____及上/下午*____至上/下午*____；或 上/下午*____至上/下午*____及上/下午*____至上/下午*____。 僱員的用膳時間由上/下午*____至上/下午*____ / 每日____小時/分鐘*。上述用膳時間(註 16)： <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 17) <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 17)			
	(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 18)			

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 19)

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

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

六、 (甲) 在某一職位（「該相關職位」）屆滿或終止時（而終止的原因並非基於《僱傭條例》第 9 條(註 20)的理由而作出），如：

(i) 在緊接該職位屆滿或終止之前，僱員已在該相關職位受僱於僱主在本附表第二條款列明與該相關職位相應的政府服務合約下不少於 12 個月的受僱期；及

(ii) 在緊接該職位屆滿或終止之前，僱員已按連續性合約（包括所有職位在內但不限於該相關職位）受僱於僱主不少於 12 個月的受僱期，僱主須向僱員支付酬金。

(甲甲) 除上述第六(甲)條款外，如僱員在緊接該職位終止前已受僱於僱主在本附表第二條款列明的一份政府服務合約下的一個職位（「該相關職位」）受僱少於 12 個月的受僱期（並在考慮所有職位，不限於該相關職位的情況下，符合《僱傭條例》下連續性合約的要求），如該相關職位是由僱主終止並因政府

終止本附表第二條款列明與該相關職位相應的政府服務合約或因政府就相關服務合約發出的終止通知後發生（不論政府終止該服務合約是否由於僱主的表現欠佳或其他情況），僱主仍須就相關職位的受僱期向僱員支付酬金。

為免生疑問，就第六(甲甲)條款而言，如該相關職位的終止原因是基於《僱傭條例》第 9 條(註 20)的理由而作出或是由僱員終止本僱傭合約，則毋須就該相關職位少於 12 個月的受僱期支付酬金。此外，第六(甲甲)條款只適用於本附表第二條款列明與該相關職位相應如非遭政府終止，原定合約期不少於 12 個月的政府服務合約。

- (乙) 如僱員根據上述第六(甲)條款或第六(甲甲)條款就某一職位可獲發酬金，該筆酬金的款額相等於僱員就該職位在上述受僱期內所賺取的總工資的 6%。
- (丙) 就上述第六(甲)條款及第六(甲甲)條款而言，該筆酬金是按僱員的服務年資（或在該條款中提及之受僱期）支付的款項。如僱員根據《僱傭條例》應獲付遣散費或長期服務金，僱主須在支付遣散費或長期服務金（按情況而定）前先支付酬金，並可按照《僱傭條例》從任何根據該條例須付予僱員的遣散費或長期服務金中，扣除已支付予僱員的酬金的款額。可扣除的款額，以該筆酬金與須付遣散費或長期服務金基於相同部份的服務年期所計算的款額為限。僱主只可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中，扣除須付的遣散費或長期服務金的餘額。

僱員簽名

僱主或僱主代表簽名

姓名： _____

香港身份證號碼： _____

簽署日期： _____

姓名： _____

職位： _____

簽署日期： _____

公司印鑑

* 請刪去不適用者

☐ 請於適當方格劃上“✓”號

附註

註 14：「區域」是指根據《2011 年地方選區（立法會）宣布令》而劃分的地區，但將離島區獨立於新界西；因此，有關分區是 6 區，分別為：香港島、九龍西、九龍東、新界西、新界東以及離島。而「區域」只可填寫其中一區並只限於本附表第一條款中所指明的工作地點的所屬區域範圍。

註 15：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 16：如僱員在用膳時間是處於《最低工資條例》工作時數所指的情況（當中包括按照僱傭合約、或在僱主同意或指示下而留駐僱傭地點當值，不論該僱員當時有否獲派工作），或僱員的用膳時間按照僱傭合約或勞資雙方的協議屬於僱員的工作時數，則在計算最低工資時須包括該段時間。

註 17：(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 18：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 17(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 19：該超時工作工資率和休息日/休班日工作工資率，須不低於根據本附表第三條款第二個方格中所選擇的劃一每月工資，以及僱員在該月正常工作日加有薪休息日的日數和平均每日正常工作時數所計算出的工資率的 100%。

註 20：根據《僱傭條例》第 9 條，如有以下情況，僱主可無須給予通知或代通知金而即時解僱一名僱員：(i) 僱員在與其僱傭有關的事宜上，(a) 故意不服從合法而又合理的命令；(b) 行為不當，與正當及忠誠履行職責的原則不相符；(c) 犯有欺詐或不忠實行為；或 (d) 慣常疏忽職責；或 (ii) 僱主因任何其他理由而有權根據普通法無須給予通知而終止合約。

適用於政府服務合約承辦商 與其僱員簽訂標準僱傭合約須知

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

填寫標準僱傭合約及附表必須注意事項

二、 僱主在有關政府服務合約內承諾每月工資的工資率須不低於以每月最高正常工作日加每月有薪休息日的日數（即 27 天正常工作日加 4 天有薪休息日）及平均每日正常工作時數為基數，乘以根據《最低工資條例》訂明每小時最低工資額而得出的款額（下稱「法定最低工資加有薪休息日的工資率」）。此外，日後如有關工資水平由於《最低工資條例》規定的每小時最低工資額作出修訂而有所調整，僱員的工資亦須不低於調整後的工資水平。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾每月工資的工資率計算。有關根據《最低工資條例》訂明每小時最低工資額，請參閱《最低工資條例》附表 3。為免生疑問，根據本僱傭合約第四條款，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/在 8 號或以上風球下工作工資、酬金，以及法定利益時，僱傭雙方可參考本須知最後部分所列舉的例子。

四、 如僱員只限於在同一份政府服務合約中工作，則必須填寫標準僱傭合約第二、第三、第六(乙)及第廿七(甲)條款有關工作地點、工作時間及超時工作工資率和休息日/休班日/在 8 號或以上風球下工作工資率，而毋須填寫附表。但如該僱員為僱主在同一區域內多於一份政府服務合約中工作，則必須填寫附表，但毋須填寫標準僱傭合約第二、第三、第六(乙)及第廿七(甲)條款。已填寫的附表乃屬標準僱傭合約的一部份。

五、 填寫標準僱傭合約第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 7(ii)關於標準僱傭合約第六(甲)條款，及註 7(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 7(ii)時須以一個月 31 天，最高正常工作日日數加每七天有一天有薪休息日計算，計算方法為：（每星期正常工作日日數+ 1 日有薪休息日）x 4（星期）+ 餘下星期的最高正常工作日日數/有薪休息日日數。餘下星期的最高正常工作日日數/有薪休息日日數相等於每星期正常工作日日數+ 1 日有薪休息日或 3 天，以較低者為準。[參考例一及例二]

七、 填寫僱員每月工資時，如僱員為僱主在同一區域內多於一份政府服務合約中

工作，則只須在標準僱傭合約第六(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廿三條款的規定，對附表作出相應修訂。

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

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

十、 填寫附表第二條款各表內有關僱員在不同政府服務合約中工作應收取的每月工資時，該每月工資的工資率須不低於僱主在有關政府服務合約內承諾的每月工資的工資率或參照本須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。此外，僱主須同時填寫註 17 關於附表第二條款各表內每月工資的工資率所對應的每月最高正常工作日日數加有薪休息日的日數及平均每日正常工作時數的資料，以及僱主在有關政府服務合約內承諾每月工資的資料（有關資料必須與政府服務合約內所載的相關資料相同）。

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

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

十三、 如僱員根據標準僱傭合約應獲付酬金，該筆酬金的款額相等於僱員在有關受僱期（詳列於標準僱傭合約第廿八(乙)條款）內所賺取的總工資的 6%。總工資為僱員根據標準僱傭合約第六條款賺取的所有款項，加上在有關受僱期內應付予僱員的假日薪酬、年假薪酬、疾病津貼和其他法定利益。為免生疑問，在計算酬金時，須剔除與終止僱傭合約有關的款項（包括根據《僱傭條例》須支付的遣散費或長期服務金）。[參考例十三]

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

在計算酬金時，須剔除與終止僱傭合約有關的款項（包括根據《僱傭條例》須支付的遣散費或長期服務金）。[參考例十四及例十五中關於僱傭利益的例子]

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

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

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

強積金供款

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

具體例子

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

每月工資的釐訂

例一 如根據有關政府服務合約，僱主承諾清潔員的每月工資為 11,160.0 [以每月正常工作日加有薪休息日的日數為 31 天及平均每日正常工作時數 8 小時為基數計算]。若清潔員根據標準僱傭合約第三條款：

- 每星期工作 6 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **31 天**
〔 6(天) + 1(天) 〕 x 4 + 3 天正常工作日/有薪休息日 = 31 天
該僱員應收取的每月工資應不低於 **\$11,160.0**；
- 每星期工作 5.5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **29 天**
〔 5.5(天) + 1(天) 〕 x 4 + 3 天正常工作日/有薪休息日 = 29 天
該僱員應收取的每月工資應不低於 **\$10,440.0**
〔 \$11,160.0 ÷ 31(天) x 29(天) = \$10,440.0 〕；
- 每星期工作 5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **27 天**
〔 5(天) + 1(天) 〕 x 4 + 3 天正常工作日/有薪休息日 = 27 天
該僱員應收取的每月工資應不低於 **\$9,720.0**
〔 \$11,160.0 ÷ 31(天) x 27(天) = \$9,720.0 〕；
- 每星期工作 6 天，每天工作時數為 6 小時，則該僱員應收取的每月工資應不低於 **\$8,370.0**

[$\$11,160.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$8,370.0$] ； 或

- 每星期工作 6 天，每天工作時數為 8 小時，另有 1 小時屬於工作時數的有薪用膳時間，則該僱員應收取的每月工資應不低於 **\$12,555.0**
[$\$11,160.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$12,555.0$] 。

由於法定最低工資額有所修訂而須調整僱員的每月工資

例二 如根據有關政府服務合約，僱主承諾清潔員的每月工資為 \$9,300.0 [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 \$37.5 修訂至 \$40，該僱員的工資水平應調整為 \$9,920.0 ($\$40 \times 31(\text{天}) \times 8(\text{小時}) = \$9,920.0$)。根據標準僱傭合約第三條款及註 7(i)，若清潔員：

- 每星期工作 6 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **31 天**
[$6(\text{天}) + 1(\text{天})$] $\times 4 + 3$ 天正常工作日/有薪休息日 = 31 天
該僱員應收取的每月工資應不低於 **\$9,920.0** ；
- 每星期工作 5.5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **29 天**
[$5.5(\text{天}) + 1(\text{天})$] $\times 4 + 3$ 天正常工作日/有薪休息日 = 29 天
該僱員應收取的每月工資應不低於 **\$9,280.0**
[$\$9,920.0 \div 31(\text{天}) \times 29(\text{天}) = \$9,280.0$] ；
- 每星期工作 5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **27 天**
[$5(\text{天}) + 1(\text{天})$] $\times 4 + 3$ 天正常工作日/有薪休息日 = 27 天
該僱員應收取的每月工資應不低於 **\$8,640.0**
[$\$9,920.0 \div 31(\text{天}) \times 27(\text{天}) = \$8,640.0$] ；
- 每星期工作 6 天，每天工作時數為 6 小時，則該僱員應收取的每月工資應不低於 **\$7,440.0**
[$\$9,920.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$7,440.0$] ； 或
- 每星期工作 6 天，每天工作時數為 8 小時，另有 1 小時屬於工作時數的有薪用膳時間，則僱員應收取的每月工資應不低於 **\$11,160.0**
[$\$9,920.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$11,160.0$] 。

缺勤工資的計算方法

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

- (1) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休息日以外的休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$11,160.0，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 **\$398.6** [$\$11,160.0 \div 28(\text{天}) = \398.6] ；
 - 於三月缺勤 1 天，而三月的曆日日數為 31 天，則應扣除的缺勤工資為 **\$360.0** [$\$11,160.0 \div 31(\text{天}) = \360.0] ； 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 **\$372.0** [$\$11,160.0 \div 30(\text{天}) = \372.0] 。

- (2) 如僱員每星期工作 5 天，每天工作時數為 8 小時，除了休息日以外，每星期有 1 天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$9,720.0，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**\$405.0**
〔 \$9,720.0÷(28-4(天)) = \$405.0 〕 ；
 - 於三月缺勤 1 天，而三月的曆日日數為 31 天及 4 天休班日，則應扣除的缺勤工資為**\$360.0**
〔 \$9,720.0÷(31-4(天)) = \$360.0 〕 ；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**\$373.8**
〔 \$9,720.0÷(30-4(天)) = \$373.8 〕 。
- (3) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休息日以外的休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，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**\$360.0**
〔 \$11,160.0÷31(天)[#] = \$360.0 〕 。
- ([#]在計算三月份缺勤工資時，僱員的正常工作日(包括於正常工作日放取的 5 天有薪年假)加有薪休息日的日數為 31 天。)

超時工作及休息日/休班日工作工資的計算方法

- 例四 (1) 如僱員每星期工作 6 天，每天工作 8 小時及沒有休息日以外的休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，
- 該僱員在二月份(二月的曆日日數為 28 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$398.6** 〔 \$11,160.0÷28(天) = \$398.6 〕 ；以及
 - 每小時：**\$49.8** 〔 \$11,160.0÷28(天)÷8(小時) = \$49.8 〕 ；
 - 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：**\$360.0** 〔 \$11,160.0÷31(天) = \$360.0 〕 ；以及
 - 每小時：**\$45.0** 〔 \$11,160.0÷31(天)÷8(小時) = \$45.0 〕 ；或
 - 該僱員在四月份(四月的曆日日數為 30 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$372.0** 〔 \$11,160.0÷30(天) = \$372.0 〕 ；以及
 - 每小時：**\$46.5** 〔 \$11,160.0÷30(天)÷8(小時) = \$46.5 〕 。
- (2) 如僱員每星期工作 5 天，每天工作 8 小時，除了休息日以外，每星期有 1 天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$9,720.0，
- 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：**\$405.0**{ \$9,720.0÷〔 28 - 4(天) 〕 = \$405.0 } ；以及
 - 每小時：**\$50.6**{ \$9,720.0÷〔 28 - 4(天) 〕 ÷8(小時) = \$50.6 } ；
 - 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：**\$360.0** { $\$9,720.0 \div [31 - 4(\text{天})] = \360.0 }；以及
- 每小時：**\$45.0** { $\$9,720.0 \div [31 - 4(\text{天})] \div 8(\text{小時}) = \45.0 }；或
- 該僱員在四月份(四月的曆日日數為 30 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$373.8** { $\$9,720.0 \div [30 - 4(\text{天})] = \373.8 }；以及
 - 每小時：**\$46.7** { $\$9,720.0 \div [30 - 4(\text{天})] \div 8(\text{小時}) = \46.7 }。
- (3) 如僱員每星期工作 6 天，每天工作 8 小時，並沒有休息日以外的休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$11,160.0，如該僱員在一月份放取了 1 天法定假日，而一月的曆日日數為 31 天，其在一月份的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$360.0** [$\$11,160.0 \div 31(\text{天})^{\#} = \360.0]；以及
 - 每小時：**\$45.0** [$\$11,160.0 \div 31(\text{天})^{\#} \div 8(\text{小時}) = \45.0]。

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

在 8 號或以上風球下工作工資的計算方法

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

- (1) 如僱員每星期工作 6 天，沒有休息日以外的休班日，每天或每更份工作 8 小時，而根據標準僱傭合約第六(甲)條款的每月工資為 \$11,160.0。如 8 號風球曾在僱員某天或某更份工作 8 小時內的任何時間懸掛，則僱員該天或更份的工資：
 - 在二月份(二月的曆日日數為 28 天)須不低於：
 - **\$597.9** [$\$11,160.0 \div 28(\text{天}) \times 150\% = \597.9]
 - 在六月份(六月的曆日日數為 30 天)須不低於：
 - **\$558.0** [$\$11,160.0 \div 30(\text{天}) \times 150\% = \558.0]
 - 在七月份(七月的曆日日數為 31 天)須不低於：
 - **\$540.0** [$\$11,160.0 \div 31(\text{天}) \times 150\% = \540.0]
- (2) 如僱員每星期工作 6 天，沒有休息日以外的休班日，每天工作 8 小時(由早上 8 時至下午 5 時，期間 1 小時用膳時間，該用膳時間不屬於工作時數但根據標準僱傭合約第三(乙)條款的用膳時間薪酬為每天 \$50 元)。根據標準僱傭合約第六(甲)條款的每月工資為 \$11,160.0，而根據第六(乙)條款超時工作工資率為僱員在正常工作日的工作時數所賺取的工資率的 150%。僱員於六月份某一正常工作日根據上述時間工作 8 小時，另執行了一小時超時工作(即於下午 6 時下班)。8 號風球在當天零晨 1 時至早上 11 時懸掛。
 - 該僱員在六月份(六月的曆日日數為 30 天)在該天或該更份的工資須不低於：
 - **\$737.6** { [$\$11,160.0 \div 30(\text{天})$] + [$\$11,160.0 \div 30(\text{天}) \div 8(\text{小時}) \times 150\%$] + \$50 } x 150% = \$737.6 }

僱員為僱主在兩份或以上政府服務合約中工作的休息日工資及月薪的計算方法

例六 (1) 如僱員需於兩份政府服務合約工作，而在附表第二條款各表所載的每月工資分別為 \$11,160.0 [表(1)]和 \$11,408.0 [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**\$9,804.3**

$$[\$11,160.0 \div 30(\text{天}) \times 10(\text{天}) + \$11,408.0 \div 30(\text{天}) \times 16(\text{天}) = \$9,804.3]$$
；
 - 僱員的休息日工資應不低於每天**\$377.1**

$$[\$9,804.3 \div 26(\text{天}) = \$377.1]$$
；以及
 - 僱員在該月的工資應不低於**\$11,312.7**

$$[\$9,804.3 + \$377.1 \times 4(\text{天}) = \$11,312.7]$$
。
 - 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**\$9,456.0**

$$[\$11,160.0 \div 31(\text{天}) \times 14(\text{天}) + \$11,408.0 \div 31(\text{天}) \times 12(\text{天}) = \$9,456.0]$$
；
 - 僱員的休息日工資應不少於每天**\$363.7**

$$[\$9,456.0 \div 26(\text{天}) = \$363.7]$$
；以及
 - 僱員在該月的工資應不少於**\$11,274.5**

$$[\$9,456.0 + [\$363.7 \times 5(\text{天})] = \$11,274.5]$$
。
- (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\$9,720.0[表(1)]和\$9,936.0[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**\$8,324.3**

$$\{\$9,720.0 \div [30 - 4(\text{天})] \times 10(\text{天}) + \$9,936.0 \div [30 - 4(\text{天})] \times 12(\text{天}) = \$8,324.3\}$$
；
 - 僱員的休息日工資應不低於每天**\$378.4**

$$[\$8,324.3 \div 22(\text{天}) = \$378.4]$$
；以及
 - 僱員在該月的工資應不低於**\$9,837.9**

$$\{\$8,324.3 + [\$378.4 \times 4(\text{天})] = \$9,837.9\}$$
。
 - 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**\$8,008.0**

$$\{\$9,720.0 \div [31 - 4(\text{天})] \times 11(\text{天}) + \$9,936.0 \div [31 - 4(\text{天})] \times 11(\text{天}) = \$8,008.0\}$$
；
 - 僱員的休息日工資應不低於每天**\$364.0**

$$[\$8,008.0 \div 22(\text{天}) = \$364.0]$$
；以及
 - 僱員在該月的工資應不低於**\$9,828.0**

$$\{\$8,008.0 + [\$364.0 \times 5(\text{天})] = \$9,828.0\}$$
。

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

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

及：

(1) 如在附表第二條款各表所列的每月工資分別為：

- \$11,160.0{每星期工作 6 天及每天工作 8 小時[表(1)]}；以及
- \$11,408.0{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**\$11,408.0**。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**\$11,408.0**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：

- \$9,720.0{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\$11,160.0
〔\$9,720.0÷27(天)×31(天)=\$11,160.0〕；以及
- \$10,672.0{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\$11,408.0
〔\$10,672.0÷29(天)×31(天)=\$11,408.0〕；

所選擇的劃一每月工資須不低於**\$11,408.0**。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**\$11,408.0**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：

- \$9,720.0{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\$11,160.0
〔\$9,720.0÷27(天)×31(天)=\$11,160.0〕；以及
- \$7,452.0{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\$11,408.0
〔\$7,452.0÷27(天)×31(天)÷6(小時)×8(小時)=\$11,408.0〕；

所選擇的劃一每月工資須不低於**\$11,408.0**。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**\$11,408.0**為基數計算。

假日薪酬的計算方法

例八 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，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：\$133,560.0，包括工作 300 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)
- 在該 12 個月期間放取而獲付少於全部工資的假期：1 天無薪法定假日(受僱期首個月內的法定假日無薪)
- 須剔除的期間及款額：1 天無薪法定假日(由於該 1 天為無薪法定假日，故須剔除的款額為「\$0」)
- 假日薪酬的款額：〔(\$133,560.0 - \$0) ÷ (365 - 1) (天)〕 = \$366.9。

年假薪酬的計算方法

例九 如僱員每星期工作 5.5 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為\$10,440.0，5 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：\$125,280.0，包括工作 274 天及以下假期(其間沒有加班工作)：
 - 52 天有薪休息日
 - 13 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：〔 (\$125,280.0 – \$0) ÷ (365 – 26) (天) x 5(天) 〕 = \$1,847.8。

例十 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為 \$11,160.0，5 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：\$160,920.0，包括
 - 工作 300 天、52 天有薪休息日及 13 天有薪法定假日共 \$133,920.0
 - 加班費 \$27,000.0 (該僱員的過去 12 個月內平均款額不低於僱員在同期的平均月薪的 20%)
- 須剔除的期間及款額：因為僱員在該 12 個月內沒有因放取假期而獲支付少於全部工資，故須剔除的期間及款額均為「0」
- 5 天年假薪酬：〔 (\$160,920.0 – \$0) ÷ (365 – 0) (天) x 5(天) 〕 = \$2,204.4。

疾病津貼的計算方法

例十一 如僱員每星期工作 5 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為 \$9,720.0，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：\$115,920.0，包括工作 239 天及以下假期(其間沒有加班工作)：
 - 52 天有薪休息日
 - 13 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：/
 - 〔 (\$115,920.0 – \$0) ÷ (365 – 54) (天) 〕 x 4(天) x 4/5 = \$1,192.7。

代通知金的計算方法

例十二 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為 \$11,160.0。標準僱傭合約第十九條款列明，僱傭雙方並無試用期，通知期為 7 天，或相等的代通知金。如僱主終止僱員的合約，該僱員的代通知金應為：

- 緊接通知日期前 12 個月所賺取的薪酬：\$133,920.0，包括工作 300 天、52 天有薪休息日及 13 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：〔 (\$133,920.0 – \$0) ÷ (365 – 0) (天) 〕 x 7(天) = \$2,568.3。

僱員為僱主在一份政府服務合約工作，在該服務合約屆滿時應獲付酬金的計算方法

例十三 在有關的政府服務合約屆滿時，僱員已在該合約下工作 12 個月。其間僱員的總工資為 \$142,505.0。

- 應支付的酬金為 \$8,550.3 〔 \$142,505.0 x 6% = \$8,550.3 〕。

僱員為僱主在兩個職位工作，在其中一個職位屆滿時應獲付酬金的計算方法

例十四 僱員於兩份政府服務合約下的兩個職位工作。於附表第二條款[表(1)]的職位屆滿時，僱員在該職位已工作 24 個月，其間僱員的總工資為 \$292,086.0，包括在[表(1)]的職位及[表(2)]的職位分別就工作時數所賺取的工資為\$87,840.0 及 \$146,790.0，以及其他僱傭利益總額(例如：休息日薪酬、年假薪酬、假日薪酬及疾病津貼等)為\$57,456.0。

- 在表(1)的職位及表(2)的職位，就工作時數所賺取的工資總額為 \$234,630.0 [$\$87,840.0 + \$146,790.0 = \$234,630.0$] ；
- 在表(1)的職位，賺取的總工資為\$109,350.2
[$\$87,840.0 + \$57,456.0 \times (\$87,840.0 \div \$234,630.0) = \$109,350.2$] ；
- 就表(1)的職位，應支付的酬金為\$6,561.0
[$\$109,350.2 \times 6\% = \$6,561.0$] 。

例十五 僱員在[表(1)]的職位屆滿後，繼續在[表(2)]的職位工作，並同時被安排在另一職位[表(3)]工作。於[表(2)]的職位屆滿時，僱員在該職位已工作 36 個月。正如例十四所示，僱員首 24 個月在[表(1)]及[表(2)]的職位下的總工資為\$292,086.0，包括在[表(1)]的職位及[表(2)]的職位分別就工作時數所賺取的工資為\$87,840.0 及 \$146,790.0，以及其他僱傭利益總額(例如：休息日薪酬、年假薪酬、假日薪酬及疾病津貼等)為\$57,456.0。隨後 12 個月的總工資為\$150,651.0，包括在[表(2)]及[表(3)]的職位分別就工作時數所賺取的工資為\$73,395.0 及 \$46,848.0，以及其他僱傭利益總額為\$30,408.0。

- 在表(2)的職位，首 24 個月賺取的總工資為\$182,735.8：
 - 在表(1)的職位及表(2)的職位，就工作時數所賺取的工資總額為 \$234,630.0
[$\$87,840.0 + \$146,790.0 = \$234,630.0$] ；
 - 在表(2)的職位，首 24 個月賺取的總工資為\$182,735.8
[$\$146,790.0 + \$57,456.0 \times (\$146,790.0 \div \$234,630.0) = \$182,735.8$] ；
- 在表(2)的職位，最後 12 個月賺取的總工資為\$91,955.7：
 - 在表(2)的職位及表(3)的職位，就工作時數所賺取的工資總額為 \$120,243.0
[$\$73,395.0 + \$46,848.0 = \$120,243.0$] ；
 - 在表(2)的職位，最後 12 個月賺取的總工資為\$91,955.7
[$\$73,395.0 + \$30,408.0 \times (\$73,395.0 \div \$120,243.0) = \$91,955.7$]
- 在表(2)的職位，於 36 個月內賺取的總工資為\$274,691.5
[$\$182,735.8 + \$91,955.7 = \$274,691.5$]
- 就表(2)的職位，應支付的酬金為\$16,481.5
[$\$274,691.5 \times 6\% = \$16,481.5$] 。

從應付予僱員的遣散費中扣除已支付的酬金

例十六 僱員受聘於僱主工作了 36 個月，並在該合約屆滿／終止後隨即獲同一僱主安排於一份政府服務合約工作。僱員在第二份合約下再工作 12 個月後因裁員而被解僱。僱員最後一個月的工資為\$11,160.0，並就其合共 48 個月的服務期可享有遣散費\$29,760.0。

就有關第二份合約的 12 個月的服務期，僱主須在支付遣散費前先向僱員支付酬金\$8,035.2。在支付酬金後，僱主可從遣散費中扣除就該僱員第二份合約的 12 個月服務期而支付的酬金。

- 僱員在第二份合約的 12 個月服務期應享有的遣散費為\$7,440.0
〔 $\$11,160 \times 2/3 \times 1 \text{ (年)} = \$7,440$ 〕
在同一期間內，因已支付的酬金款額較遣散費為高，故此可從與該期間有關的遣散費全數(即\$7,440.0)扣除。
- 應支付給僱員的遣散費餘額為 \$22,320.0
〔 $\$29,760.0 - \$7,440.0 = \$22,320.0$ 〕
- 僱主可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中扣除遣散費餘額(即\$22,320.0)

2023 年 5 月

Annex E

Certification of Heat Stroke Prevention Work Plan

Tender Reference: _____

Invitation to Tender / Contract Title: _____

Name of Tenderer: _____

I, _____ [full name of registered safety officer], hereby certify that the Heat Stroke Prevention Work Plan prepared and submitted by the Tenderer in respect of the above-mentioned Invitation to Tender has been checked in full compliance with the requirements set out in Clause 5 of Annex A (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender issued by the Government in relation to the above-mentioned Invitation to Tender.

Signature of Safety Officer: _____

Registration Reference under the Labour Department: _____

Expiry Date of Registration under the Labour Department: _____

Date: _____

Note 1: The signatory of this Certification of Heat Stroke Prevention Work Plan hereby authorises the Agriculture, Fisheries and Conservation Department to obtain information from the Labour Department and gives consent to the Labour Department to provide information about the signatory's registration status with the Labour Department under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap. 59Z) to the Agriculture, Fisheries and Conservation Department for the purposes of assessment of our Tender under this Invitation to Tender and subsequent management of the Contract.

Note 2: Regardless of the mode the Tender is submitted (viz. via Paper-based Tendering or Electronic Tendering (if applicable)), this must be signed and submitted as part of the Tender by the Tender Closing Date, otherwise the Tender will not be considered further. However, if a photocopy or scanned copy of this document signed by the above safety officer has been submitted (and which will be the case for Electronic Tendering if applicable), the Government reserves the power, but not the obligation, to request the original for further verification after the Tender Closing Date. In preparing this certification, please adopt the above wording, otherwise, the Tender may not be

considered further. Where any blank has not been completed (apart from the name block and signature block), the Government reserves the power, but not the obligation, to request resubmission after the Tender Closing Date.