

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT**

**INVITATION FOR TENDER FOR SERVICES**

Provision of Dead/Debilitated/Trapped Bird Collection and Delivery Services

Tender Ref.: AFCD/IQ/AH/01/18

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**Part I - LODGING OF TENDER**

This tender should be duly completed and signed **IN FIVE (5) SETS** and enclosed in a sealed plain envelope marked "Tender Ref.: AFCD/IQ/AH/01/18– Tender for the Provision of Dead/Debilitated/Trapped Bird Collection and Delivery Services", addressed to the Chairman of the Tender Opening Committee, Government Logistics Department and must be deposited in the Government Logistics Department Tender Box situated at Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before 12:00 noon (Hong Kong Time) on Friday, 21 December 2018 (Hong Kong Time) ("Tender Closing Date"). **Late tenders will not be accepted.**

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**THIS TENDER IS COVERED BY THE AGREEMENT ON GOVERNMENT  
PROCUREMENT OF WORLD TRADE ORGANIZATION (WTO GPA).**

Dated this 9<sup>th</sup> day of November 2018



( Dr. Thomas SIT )  
for Director of Agriculture, Fisheries and Conservation  
Government Representative

**Part II****INTERPRETATION**

1. In this tender document the following words and expressions have the meanings hereby assigned to them except when the context otherwise requires -

"Animal Carcass"	means the body and offal of any dead animals not intended for sale, human consumption or any other purpose.
"Collection Points"	means the locations as listed in Part A of Contract Schedule 5 requiring Dead / Debilitated / Trapped Bird collection and delivery services and any other permanent or temporary locations in Hong Kong / Kowloon / New Territories Districts as may be specified by the Department from time to time.
"Collection Team Supervisor"	means the persons appointed by the Contractor in accordance with Clause 6(d) of the Special Conditions of Contract and approved by the Government Representative to be the duly authorised representatives of the Contractor and to liaise with the Government Representative for all purposes in connection with their duties specified under the Contract.
"Collection Vehicles"	means the vehicles of the design and specifications set out in Clause 7 of the Special Conditions of Contract and Contract Schedule 3 and approved by the Government Representative for the collection and delivery of Dead / Debilitated / Trapped Birds.
"Companies Ordinance (Cap.622)"	means Cap.622 of the Laws of Hong Kong and includes the predecessor Companies Ordinance which has the meaning assigned to it in Section 2 of the Companies Ordinance (Cap.622).
"Confidential Information"	means all the materials, data and information concerning the dealings, transactions or affairs of the Government, and all the materials, data and information which may come to the Contractor's knowledge in connection with, incidental to or in the course of carrying out of the Services, any other information and data which the Government considers secret, confidential or commercially sensitive.
"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 letter of acceptance (as defined in Clause 10 of the Terms of Tender) issued by the Government to that Contractor, and the attachments to any of the above.
"Contract Deposit"	means the deposit as more particularly described in Clause 26 of the Terms of Tender and Clause 27

	of the Special Conditions of Contract.
"Contract Period"	means the period specified in Clause 1 of the General Conditions of Contract, subject to any sooner termination and/or extension thereof as provided in the Contract.
"Contract Schedules"	means the contract schedules attached to the Tender Document.
"Contractor"	means the Tenderer whose tender is accepted.
"Contractor's Employee"	means any employee or employees of the Contractor who is/are deployed by the Contractor to perform the services under the Contract.
"Control Centre"	means the centre set up by the Contractor to oversee the deployment and operations of the collection teams and collection vehicles.
"Coordination Centre"	means the centre set up by Government to coordinate with the Contractor and departments concerned on the collection and delivery services.
"Dead Birds"	means the body (whole or partial) of any dead birds (including poultry) not intended for sale, human consumption or any other purpose.
"Debilitated Birds"	means any sick or injured birds (including poultry) unable to escape from human catches with bare hands.
"Demerit Points"	means the demerit points attracted due to the issue of notices of default for breaches of contractual obligations in respect of wage level, daily maximum working hours, signing of Standard Employment Contract with non-skilled workers (other than temporary leave relief workers whose period of engagement by the Contractor does not exceed seven (7) days) and wage payment by means of autopay (except for payment of wages by cheque at his request upon termination of his employment contract with the Contractor) to non-skilled workers (other than temporary leave relief workers whose period of engagement by the Contractor does not exceed seven (7) days) employed for carrying out contracts with the Government.
"Department" or "AFCD"	means the Agriculture, Fisheries and Conservation Department.
"Evening Shift"	the Shift following Morning Shift and must be at least 6 hours long.
"General Conditions of Contract"	means the "General Conditions of Contract" as specified in Part IV of the Tender Document.
"Government"	means the Government of the Hong Kong.
"Government Representative"	means the Director of Agriculture, Fisheries and Conservation of Hong Kong and any officer authorised acting on his behalf for the purposes of the Contract.
"Hong Kong"	means the Hong Kong Special Administrative

	Region of the People's Republic of China.
"Hong Kong Districts"	includes without limitation Islands, Eastern, Southern, Wanchai, Central and Western Districts. Boundaries of each district, except Islands District whose boundaries are specified below, are identical as those declared in the District Councils Ordinance, Cap. 547. Islands District shall include the entire Lantau Island, Cheung Sok, Ma Wan, Tang Lung Chau, Pun Shan Shek and entire Tsing Ma Bridge in addition to the boundaries declared in the District Councils Ordinance, Cap. 547.
"Infection Control and Training Officer"	means the person(s) appointed by the Contractor in accordance with Clause 6(g) of the Special Conditions of Contract and approved by the Government Representative to be the duly authorised representative(s) of the Contractor and to liaise with the Government Representative for all purposes in connection with their duties specified under the Contract.
"Kowloon Districts"	includes without limitation Sham Shui Po, Yau Tsim, Mong Kok, Kowloon City, Wong Tai Sin and Kwun Tong Districts. Boundaries of each district are identical as those declared in the District Councils Ordinance, Cap. 547.
"Month" or "Monthly"	means a calendar month.
"Monthly Payment"	means the payment by the Government to the Contractor for the Services provided in accordance with the Contract within a particular month, subject to and after any adjustment or deductions.
"Monthly Rates"	means the monthly rates quoted in Contract Schedule 1.
"Morning Shift"	must cover the period from 8:00 am to 4:00 pm and at least be 8 hours long.
"New Territories Districts"	includes without limitation Tai Po, North, Yuen Long, Tuen Mun, Sai Kung, Sha Tin, Kwai Tsing and Tsuen Wan Districts. Boundaries of each district, except Tsuen Wan District whose boundaries are specified below, are identical as those declared in the District Councils Ordinance, Cap. 547. Tsuen Wan District shall mean those boundaries declared in the District Councils Ordinance, Cap. 547 but exclude any part of the Lantau Island, Cheung Sok, Ma Wan, Tang Lung Chau, Pun Shan Shek and Tsing Ma Bridge.
"Overnight Shift"	the Shift following Evening Shift and must not be more than 9 hours long.
"Services"	means all the services, works, duties, responsibilities and obligations to be carried out by the Contractor as specified in Clause 1 of the Special Conditions of Contract, and all other services and duties to be performed or fulfilled by the Contractor in accordance with the terms and

conditions set out in the Contract.

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| "Special Conditions of Contract" | means the "Special Conditions of Contract" as specified in Part V of the Tender Document.  |
| "Special Protective Clothing"    | includes special items of headgear, eye shield, earmuff, gloves, clothing, footwear and covering worn for protection of human body from contamination.   |
| "Standard Employment Contract"   | means the standard written employment contracts entered into between the Contractor and the non-skilled workers (except a temporary relief worker whose period of engagement does not exceed seven (7) days) for performing the Services under the Contract and its guidance notes in Chinese are attached in Contract Schedule 9. |
| "SMW"                            | means the "minimum wage" as defined in the Minimum Wage Ordinance, Cap. 608.   |
| "SMW plus rest day pay rate"     | means the SMW rate plus one paid rest day for every period of seven (7) days, irrespective of the number of working days in the seven (7)-day period.  |
| "Tender Closing Date"            | means 12:00 noon on 21/12/2018 (Hong Kong time), the latest date by which tenders must be lodged, and may be extended in accordance with Clause 5(d) of the Terms of Tender.   |
| "Tender Document"                | means this set of tender document as specified in Clause 1 of the Terms of Tender and any addendum issued prior to the Tender Closing Date.  |
| "Tenderer"                       | means the person or persons and/or the firm or the company referred to in the "Offer To Be Bound".   |
| "Tender Submission Date"         | means the date of the Offer To Be Bound.   |
| "Terms of Tender"                | means the "Terms of Tender" as specified in Part III of the Tender Document.   |
| "Trapped Birds"                  | means any birds trapped in cages provided by the Government Representative.  |
| "Workman"                        | means the type of staff listed in Contract Schedule 2 being a non-skilled worker who is deployed by the Contractor for provision of the Services.  |
2. Unless the context otherwise requires, words importing the singular include the plural and vice versa; words importing one gender include every gender; words denoting persons include firms and corporations and vice versa.
  3. Section or clause headings to any provision, schedule, appendix and other attachments of this document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of this document.
  4. Where in this document there is a reference to a clause, sub-clause, schedule, appendix or attachment by number or letter, and not in conjunction with an ordinance or regulation, such reference shall be construed as a reference to the clause, sub-clause, schedule, appendix or attachment of that number or letter contained in this document.

5. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
6. Reference to time and dates in the Tender Document shall be construed as Hong Kong time and dates.
7. Any word or expression to which a specific meaning has been attached in any part of any of the Tender Document shall bear such meaning whenever it may appear in the same or other parts of the Tender Document.
8. All rights and powers of the Government under the Contract may be exercised by the Government Representative acting on behalf of the Government. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.

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Annex I: Checklist for Tenderers on Information to be included

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**PART III****TERMS OF TENDER****1. Tender Document**

The Tender Document identified as AFCD/IQ/AH/01/18 consists of ONE (1) complete set of:

- (i) Part I - Lodging of Tender;
- (ii) Part II - Interpretation (Pages 1 – 5);
- (iii) Part III - Terms of Tender (Pages 6 - 42);
- (iv) Part IV - General Conditions of Contract (Pages 43 - 53);
- (v) Part V - Special Conditions of Contract (Pages 54 - 86);
- (vi) Part VI - Contract Schedules (Pages 87 – 139); and
- (vii) Part VII - Offer To Be Bound (Pages 140 – 142).

**2. Invitation to Tender**

Tenders are invited for the provision of the dead / debilitated / trapped bird collection and delivery services in accordance with the terms of the Tender Document.

**3. Essential Requirements**

Tenderers shall comply with all of the essential requirements in this Clause. Failure to comply with any of the essential requirements specified below will render the tender invalid and the tender will not be considered further.

- (a) If the Tenderer has obtained any conviction during the five-year period immediately preceding the Tender Closing Date under the following Ordinances -
  - (i) the Employment Ordinance (Cap. 57) and Employees' Compensation Ordinance (Cap. 282) convictions of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221);
  - (ii) section 17I (1) of the Immigration Ordinance (Cap. 115);
  - (iii) section 89 of the Criminal Procedure Ordinance (Cap. 221) or section 41 of the Immigration Ordinance (Cap. 115);
  - (iv) section 38A(4) of the Immigration Ordinance (Cap. 115); and
  - (v) section 7, 7A or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485),

(collectively "relevant Ordinances")

its tender offers shall not be considered for a period of five years from the date of conviction (hereinafter referred to as "debarment period") and this applies to the present tender. A revised debarment period will only be applicable for the purpose of evaluation for this tender if it is determined by the Central Tender Board under the established review mechanism. [Notes 1 to 3]

- (b) A Tenderer must not be debarred from tendering for this Contract due to its having accumulated, over a rolling period of 36 months, an aggregate of three (3) or more Demerit Points obtained on or after 1 May 2006 from one (1) or more Government bureaux/departments for its non-compliance with the contractual obligations in respect of wages, daily maximum working hours, signing of standard employment contracts and wage payment by means of autopay (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned) to non-skilled workers (except temporary leave relief of employment period not longer than 7 days) employed for the carrying out service contracts with the Government. [Note 4 below]
- (c) Tenderer must not submit any sub-contracting proposal.

Notes:

- Note 1: (i) The tender offer of a Tenderer who has obtained any conviction under the relevant Ordinances shall not be considered for a period of five (5) years from the date of conviction (hereinafter referred to as "Debarment Period").
- (ii) The five-year Debarment Period shall stand until and unless a revised Debarment Period is determined by the Central Tender Board.
- (iii) A revised Debarment Period will only be applicable for the purpose of evaluation for this tender if it is determined by the Central Tender Board under the review mechanism on or before 20.12.2018.
- (iv) For the purpose of tender evaluation, the revised Debarment Period will become invalid from the date on which the Tenderer has obtained a new conviction under any of the relevant Ordinances subsequent to the Central Tender Board's decision to reduce or revise its Debarment Period for a previous conviction and its tender offer shall not be considered for a period of five (5) years from the date of its latest conviction.
- (v) For details of the review mechanism, please visit the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at <http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm>
- Note 2: (i) For the purpose of Clause 3(a) above, if the Tenderer is a partnership, conviction obtained by any participant of the partnership will also be counted. For the purpose of this Clause "participant" means the company participating in the partnership.
- (ii) The Tenderer shall submit a statement of either "all convictions" or "no conviction" under the relevant Ordinances and the dates of all such convictions during the five-year period immediately preceding the Tender Closing Date and to give consent and authorisation to AFCD to check with the relevant authorities to affirm the conviction records in Part D of Contract Schedule 8. A statement shall be submitted in respect of the Tenderer or each participant of the partnership as applicable. The statement shall be certified by an authorised person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government.
- Note 3: (i) Convictions shall be counted irrespective of whether they are obtained in respect of a Government or private contract and irrespective of the type of services offered under the contract. Convictions shall be counted by the number of summonses convicted.
- (ii) Tenderers' convictions of the relevant offences under appeal or review will still be counted for the purpose of tender evaluation.
- (iii) If a Tenderer is found to have made a false declaration or untruthful revelation of, including but not limited to, its record of convictions under the relevant Ordinances, the Government may, without prejudice to any other rights which it has or may have, refuse to further consider its tender or terminate forthwith the Contract if it is awarded to the Tenderer.

- Note 4: (i) If a Tenderer has accumulated, over a rolling period of 36 months, an aggregate of three (3) or more Demerit Points obtained on or after 1 May 2006 from one (1) or more Government bureaux/departments for its non-compliance with the contractual obligations as set out in Clause 3(b), **its tender shall not be considered further for a period of five (5) years from the date of the third Demerit Point is obtained.**
- (ii) Demerit Point under appeal shall still be counted for the purpose of tender evaluation.

#### 4. Tender Preparation

- (a) The tender relates to the provision of all of the Services during the Contract Period. A tender for part of the Services, i.e. partial tender, will not be considered.
- (b) The Contract Schedules, the General Conditions of Contract and Special Conditions of Contract issued with the tender must not be altered by the Tenderer. Otherwise, the tender may not be considered. A tender must be completed in ink or typescript in English. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- (c) Tenders shall be submitted in two (2) envelopes as more particularly described in Clause 6. Tenderers are required to complete and submit tenders **IN FIVE (5) SETS** having attached all necessary supporting documents for tender evaluation.
- (d) Tenders will not be considered if false or incorrect information is given or if complete information including but not limited to description literature, catalogues and documentary evidence is not given with the tender or if any particulars and data asked for in the Contract Schedules are not furnished in full. If the successful Tenderer is found to have made false or incorrect information, the Government will without prejudice to any other right which it has or may have, terminate forthwith the Contract, and recover all losses, damages, costs and expenses including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s).
- (e) All proposals, information and responses from Tenderers must be submitted in writing.
- (f) The Government reserves the right to disqualify any Tenderer who submits a tender that directly or indirectly attempts to preclude or limit the effect of any provision of the Terms of Tender.
- (g) Tenderers should check the numbers of pages of the Tender Document. If they find any missing or indistinct pages, they must inform the Government Representative immediately so that the same can be rectified.
- (h) Should Tenderers for any reason whatsoever be in doubt as to the precise meaning of any item or figure contained in the Tender Document, they must clarify with the Government Representative before the date of submission of tenders. No liability will be admitted, nor claim allowed, in respect of errors in the Contractor's tender due to mistakes which should have been rectified in the manner described above.
- (i) Tenderers must ensure that there is no discrepancy between the original and the copies of the documents submitted to the Government. Should any discrepancy be found, the tenders may be rejected.

5. Submission of Tender

(a) Tenderer must complete and submit the following:

(i) Price Proposal

The Price Proposal shall contain the original copy and four (4) copies of:

Contract Schedule 1 "Monthly Rates for the Services Provided and Payment Discount"

(ii) Technical Proposal

The Technical Proposal shall contain the original copy and four (4) copies of all other remaining information, forms, schedules and documents required by the Tender Document or otherwise necessary for tender evaluation but ***without any indication on the Monthly Rates or contract value***, with the following information completed /provided by the Tenderer:

(A) A duly signed "Offer To Be Bound";

(B) Contract Schedule 2 "Staffing, Monthly Wage and Allowable Daily Maximum Working Hours Proposals";

1. A Tenderer shall state in Contract Schedule 2 the monthly wage to be payable to the Workmen employed for the provision of the Services and the basis on which the monthly wages are calculated (see Note below).
2. If the Tenderer offers a higher wage than the SMW plus rest day pay rate for the Workmen, higher marks will be allocated in accordance with the marking scheme for tender evaluation in Annex II to the Terms of Tender. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer. The Tenderer shall pay such higher wages to the Workmen.
3. If the monthly wages for the Workmen proposed by the Tenderer are lower than the SMW plus rest day pay rate, this will be evaluated nevertheless but the proposed wages will be deemed to be not less than the SMW plus rest day pay rate for the purpose of tender evaluation.
4. The Government Representative will 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, such proposal will amount to a counter-proposal and may render its tender to be disqualified by the Government in accordance with Clause 23 hereto.

Note: During the Contract Period, the monthly wages payable to the Workmen shall not be less than (i) the monthly wages committed by the Contractor; or (ii) any adjusted wage level brought about by future revisions of the SMW plus rest day pay rate, whichever is the higher. This means that if during the Contract Period, the SMW plus rest day pay rate shall be increased

to an amount ("Revised SMW plus rest day pay rate") which is higher than the monthly wages for the Workmen committed by the Contractor, the Contractor shall pay the Workmen at the Revised SMW plus rest day pay rate as from the effective date of the Revised SMW plus rest day pay rate.

5. The number of staff for each post in each shift proposed by the Tenderer in Contract Schedule 2 must not be fewer than the minimum requirements set out under the column "Minimum Requirement" in Contract Schedule 2.

- (C) Contract Schedule 3 "Provision and Design / Specifications of Collection Vehicles";

Tenderers shall note that (i) the particulars provided in relation to the provision, design and specifications of the collection vehicles in Contract Schedule 3 will be binding on the Tenderer under the Contract; (ii) the number of Collection Vehicles they propose in Part A of Contract Schedule 3 **must not be fewer** than the minimum requirements set out in the column "Minimum Requirement"; and (iii) the number of Collection Vehicles to be provided shall not be less than the number of drivers that are to be provided.

- (D) Contract Schedule 8 Part A "Proposed Management Plan, Work Plan and Contingency Plan";

Tenderers shall submit with their tenders for the approval of the Government Representative the management plan, work plan and contingency plan which shall include information required under Part A of Contract Schedule 8. The submitted information will form part of the tender to be evaluated by the Government. Tenderers shall note that under Clause 9 of the Special Conditions of Contract, the Government Representative shall be entitled to request from time to time the amendment of the plans submitted by the Tenderer to suit the needs and requirements of the Government Representative.

- (E) Contract Schedule 8 Part B "Claim of Experience in Dead / Debilitated / Trapped Bird or Animal Carcass Collection and Delivery Services";

- (F) Contract Schedule 8 Part C "Claim of Quality Management Accreditation";

- (G) Contract Schedule 8 Part D "Tenderer's Declaration of Conviction of Offences under the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221) or Mandatory Provident Fund Schemes Ordinance (Cap. 485)";

- (H) Contract Schedule 10 "Information of Tenderer";

- (I) Information Schedule (Annex III of Part III of the Tender Document); and

- (J) Method of Providing the Contract Deposit (Annex V of Part III of the Tender Document).

- (b) Any failure to complete or submit the documents and/or information required under Clause 5(a) may, at the absolute discretion of Government, render a Tender non-conforming and not to be further considered. However, a Tenderer should note that its Tender will not be considered further if, by the Tender Closing Date,

the Tenderer fails to submit:

- (i) a duly signed "Offer to be Bound" of Part VII of the Tender Document;
  - (ii) the price information as required in Contract Schedule 1 of Part VI of the Tender Document; and
  - (iii) Part A of Contract Schedule 8 of Part VI of the Tender Document.
- (c) All tenders must be submitted at or before 12:00 noon (Hong Kong time) on the Tender Closing Date [21.12.2018]. Late tenders will not be considered.
- (d) Tender Closing Time in case of Typhoon/Rainstorm

In case a black rainstorm signal or tropical cyclone warning signal No. 8 or above is in effect for any duration between 09:00 a.m. and 12:00 noon (Hong Kong time) on the Tender Closing Date, the tender closing time will be deferred to 12:00 noon (Hong Kong time) on the next weekday (i.e. except Saturday and Sunday) other than public holidays.

6. Two Envelopes System

Tenderers should note that a marking scheme (as described more particularly in Clause 9) will be used for the assessment of their tenders. Completed Tender Document shall be submitted **separately in two (2) sealed envelopes** as follows:

- (a) The Price Proposal as detailed in Clause 5(a)(i) must be enclosed in a sealed envelope clearly marked "Tender Reference : AFCD/IQ/AH/01/18 - Tender for the Provision of Dead / Debilitated / Trapped Bird Collection and Delivery Services – (Price Proposal)"; and
- (b) The Technical Proposal as detailed in Clause 5(a)(ii) must be enclosed in another sealed envelope clearly marked "Tender Reference: AFCD/IQ/AH/01/18 - Tender for the Provision of Dead / Debilitated / Trapped Bird Collection and Delivery Services – (Technical Proposal)".

**Tenderers are advised to refer to a checklist at Annex I to the Terms of Tender on the information, forms, schedules, documents, etc. to be included respectively in the sealed envelope on Price Proposal and the sealed envelope on Technical Proposal.**

7. Tenders to Remain Open

- (a) Tenders shall remain valid and open for acceptance by the Government on these terms for not less than one hundred and twenty (120) days after the Tender Closing Date (the "Tender Validity Period").
- (b) If before the expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action.

8. Prices Tendered

- (a) All prices tendered shall be in Hong Kong dollars. Such prices shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor.
- (b) If, at the request of the Contractor and subject to the approval of the Department, assistance of any Government staff is provided after normal working hours (i.e. Mondays to Fridays, inclusive, 9:00 a.m. to 5:00 p.m.; Saturdays; Sundays and public holidays excluded), the Contractor shall be responsible for all overtime remuneration, subsistence allowances and traveling expenses of such

Government staff directly engaged in such assistance.

- (c) It will be assumed, unless Tenderers clearly stipulate otherwise, that their offers, if accepted by the Government, shall remain valid and binding for the duration of the Contract Period. Therefore no request for price variation will be considered.
- (d) Tenderers shall ensure that the prices quoted are accurate before submitting their price quotations. Under no circumstances will the Department be obliged to accept any request for price adjustment on the ground that a mistake has been made in the tender prices.
- (e) 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 unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such a Tenderer is capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the Government's satisfaction would entitle the Government to reject the tender without having to give any reason(s) for the rejection.

9. Marking Scheme

Tender offers will be assessed in accordance with the tender assessment procedures, criteria and the marking scheme set out at Annex II to the Terms of Tender.

10. Acceptance

- (a) A tender will be considered on an "**Overall**" basis (including all district groups and provision of land transport and sea transport). Provision of only partial services by the Tenderer will not be considered.
- (b) The Government will issue to the successful Tenderer by either post or facsimile transmission a letter notifying acceptance of offer ("the Letter"), subject to the following conditions precedent:
  - (i) delivery of Contract Deposit to the Government pursuant to Clause 26 hereof;
  - (ii) the selected Tenderer, and where applicable the shareholder(s) and participant(s), not having been debarred from tendering for this Contract as at the date of the Letter due to:
    - (A) conviction of any offence under the relevant Ordinances as specified in Clause 3(a); or
    - (B) accumulation of an aggregate of 3 or more Demerit Points from 1 or more government departments as mentioned in Clause 3(b); and
  - (iii) other conditions as the Government may specify therein.
- (c) Upon the issue of the Letter, a binding Contract would be deemed to have been constituted between the Government and the successful Tenderer subject to the condition as aforesaid mentioned.
- (d) Tenderers who have not received any notification within the Tender Validity Period of their offer shall assume that their tenders have not been accepted.

- (e) Successful Tenderer shall enter into a written Standard Employment Contract in Chinese in the form and on the terms set out in Contract Schedule 9 of the Tender Document with each of its non-skilled workers whose period of the engagement by the successful Tenderer exceeds seven (7) days.

11. Government Discretion and Saving

- (a) The Government is not bound to accept the lowest or any tender or to give any reasons for doing so and reserves the right to accept all or any part of any tender at any time within the Tender Validity Period.
- (b) Notwithstanding anything to the contrary in this Tender Document, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:
  - (i) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Tender Closing Time or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer;
  - (ii) 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;
  - (iii) in the event of a claim alleging or the Government having grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringe or will infringe any Intellectual Property Rights of any person;
  - (iv) the Tenderer has made significant or persistent breaches or deficiencies in performance of any substantive requirement or obligation under any Government or other contracts;
  - (v) the Tenderer has been convicted by the final judgement in respect of serious crimes or other serious offences;
  - (vi) in the event of the professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer;
  - (vii) any failure of the Tenderer to pay taxes to the Government; or
  - (viii) the Tenderer has made any restrictions or limitations which seek to limit or avoid the responsibility of the Tenderer in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Tenderer/Contractor under the Contract in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of the Tender;

The grounds specified in Clauses 11(b)(i) to 11(b)(viii) are separate and independent, and shall not be limited by reference to or inference from the other of them.

- (c) For the purposes of Clause 11(b) above, each Tenderer shall 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 that 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:

- (i) details of any petition or proceeding mentioned in Clause 11(b)(i);
- (ii) details of conviction of the Tenderer in Hong Kong or any overseas jurisdictions in respect of (i) serious offences; and (ii) other offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Time and thereafter up to the time of award;
- (iii) details of all infringement claims as mentioned in Clause 11(b)(iii); and
- (iv) details of all breaches or performance deficiencies of the Tenderer or a related person as mentioned in Clause 11(b)(iv).

If none of the events as mentioned in Clauses 11(c)(i) to 11(c)(iv) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule as set out in Annex III at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Clause 11(d) below.

- (d) In addition to the information mentioned in Clause 11(c), the Government reserves the right to request from a Tenderer and take into account all information about:
  - (i) the Tenderer itself;
  - (ii) any of the directors or management staff of the Tenderer who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer; and
  - (iii) any of the related persons of the Tenderer and of any directors and management staff of the related persons who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer,

and such information is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Clause 11(b).

Such information relating to any of the aforesaid persons may include, without limitation, details of any conviction in respect of offences referred to in Clause 11(c)(ii) or details of any breaches or performance deficiencies referred to in Clause 11(b)(iv), details of any serious crimes or serious offences referred to in Clause 11(b)(v), of any professional misconduct, acts or omissions referred to in Clause 11(b)(vi) and of any failure to pay taxes to the Government referred to in Clause 11(b)(vii) above.

- (e) If the Tenderer fails to comply with the request made by the Government pursuant to Clause 11(d) above within such time as required by the Government or has otherwise submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Clause 11(b)(ii) above.

- (f) In providing the information required under Clauses 11(c) and 11(d) above, the Tenderer may show cause to satisfy the Government that the petition, proceedings, conviction record, infringement claim, breach or performance deficiency, or professional misconduct, as the case may be, 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.
- (g) If the Tenderer is a company, the expression "related person" of the Tenderer includes any one of the following:
  - (i) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) per cent or more of the issued share capital of the Tenderer ("majority shareholder");
  - (ii) a holding company or a subsidiary of the Tenderer;
  - (iii) a holding company or a subsidiary of a majority shareholder of the Tenderer;
  - (iv) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) per cent 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).

- (h) If the Tenderer is a sole proprietor or partnership, the expression "related person" includes any one of the following:
  - (i) any partner of the Tenderer (if it is a partnership);
  - (ii) the spouse, parent, child, brother or sister of the Tenderer, 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 parent and of any step parent;
  - (iii) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) per cent or more of its issued share capital or controls the composition of its board of directors.
- (i) References to related persons, directors and management staff of the Tenderer or of a related person include persons who were in such capacity at such time of the incident referred to in Clauses 11(b)(iv), 11(b)(v), 11(b)(vi), 11(b)(vii) or Clause 11(c)(ii).

## 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 Document. The Government reserves the right not to consider a Tenderer's tender further if the Tenderer's continued ability to meet such requirements is in doubt.

## 13. Latest Audited/Unaudited Accounts

The Tenderers shall upon request by the Government, whilst their tenders remain open, submit the latest audited accounts or unaudited accounts as appropriate for checking

within fourteen (14) days or such period as specified in such request.

14. Request for Information

(a) In the event that the Government determines 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 14(b), is missing from any tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. Each Tenderer shall thereafter within five (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 as required by the deadline as 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 14(a) are:

- (i) price information or quotes required in the Tender Document;
- (ii) the signed Offer To Be Bound; and
- (iii) any other document or information in respect of which it is specified in the Tender Document that a failure to provide to the Government in a tender at the time of submission of the tender or by the Tender Closing Date will result in the tender not being considered.

(c) Tenderers should also note that the Government will not consider any clarification or information submitted by a Tenderer after the Tender Closing Date irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considers that such clarification or information would alter the Tenderer's tender in substance or give the Tenderer an advantage over the other Tenderers.

15. Complaints About Tendering Process or Contract Awards

The tendering process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Tenderer who feels that its offer 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 board for consideration if it relates to the tendering system or procedures followed. A complaint that is lodged later than three (3) months after the award of Contract will not be considered.

16. The Agreement on Government Procurement of the World Trade Organization

- (a) This invitation to tender is covered by the Agreement on Government Procurement of the World Trade Organization ("WTO GPA") and the provisions of the WTO GPA will apply to this invitation to tender. Tenderers are requested to note that a Review Body on Bid Challenges under the WTO GPA ("Review Body") has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA. The relevant procedures for handling bid

challenges are set out in the Rules of Operation of the Review Body ("Rules") which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department. They may also be sent to the interested parties upon request to the Secretariat of the Review Body. In the event that a Tenderer believes that a breach of the WTO GPA has occurred, the Tenderer may, within ten (10) working days after it knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless, the Tenderer is encouraged to seek resolution of its complaint in consultation with the Government before lodging a complaint to the Review Body. In such instances, the Government shall accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body.

- (b) Tenderers are also required to note that the Review Body may receive and consider a late challenge but a challenge shall not be considered if it is filed later than thirty (30) working days after the basis of the challenge is known or reasonably should have been known.

17. 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 17(a).
- (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 (Cap. 486). 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 Personal Data Privacy Officer of AFCD.

18. Consent to Disclosure

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

19. Cancellation of Tender

- (a) Without prejudice to the Government's right to cancel the tender at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Government is not bound to accept any conforming tender and reserves the right to cancel the tender.
- (b) Upon cancellation pursuant to Clause 19(a), if and when it considers fit, the Government reserves the right to re-issue this Invitation to Tender on such terms and conditions as the Government considers fit, or directly appoint another contractor or contractors to take up the Services (through whatsoever and howsoever means).

20. Documents of Unsuccessful Tenderers

The Government may destroy all documents submitted by unsuccessful Tenderers three (3) years after the Contract has been constituted under Clause 10.

21. Cost of Tender

A Tenderer submits its tender proposal at its own cost and expense. The Government will not be liable for any cost and expense whatsoever incurred by the Tenderer in connection with the preparation or submission of its tender or in any related communication with the Government, whether before, on or after the Tender Closing Date.

22. Negotiations

The Government reserves the right to negotiate with any or all Tenderer(s) on the terms of the tender.

23. Counter-Proposal

- (a) A Tenderer must not submit any proposal that has the effect of varying or modifying any essential requirements specified in the Tender Document.
- (b) If a Tenderer fails to comply with Clause 23(a), its tender will be disqualified and will not be further considered by the Government.
- (c) Subject to Clause 23(a), if a Tenderer still wishes to submit a counter-proposal ("Counter-Proposal"), the Counter-Proposal must be submitted in the following manner:
  - (i) the Counter-Proposal shall be attached to the Offer To Be Bound;
  - (ii) the original provision which the Counter-Proposal relates to should be fully recited before the proposed alteration or deletion;
  - (iii) the proposed alteration to the original provision should be underlined and should bear the corresponding clause number of the original provision unless it is an addition;
  - (iv) if it is an addition, the additional provision should be underlined;

- (v) words to be deleted should be crossed out by a single line only; and
- (vi) an explanation should be given below the alteration or deletion and put in square brackets "[ ]".
- (d) Any Counter-Proposal that is not submitted in accordance with Clause 23(c) will not be considered by the Government and will not be regarded to form part of the tender submitted by a Tenderer. In such event, the Tenderer shall be deemed to have agreed to the original term to which the Counter-Proposal relates and the Government will continue to consider the Tenderer's offer on this basis.
- (e) Notwithstanding and without prejudice to the aforesaid, the Government may negotiate with the Tenderer any Counter-Proposal but is not obliged to do so. The Government may at its absolute discretion reject any Counter-Proposal. If negotiation is conducted but fails, the Government may exercise its right to reject or exclude the Counter-Proposal and assess the tender as it is without the Counter-Proposal.

24. Offers to be Binding

- (a) All parts of the Tender Document submitted and offered by the Tenderer will be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its tender. In the event that a Tenderer discovers an error in its tender after the tender has been deposited, the Tenderer may correct the same in a separate letter **before the Tender Closing Date**. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.
- (b) Should it be found on examination by the Government after the Tender Closing Date that a Tenderer has made unintentional errors of form (for instance, clerical errors) stated in the tender, the Tenderer may be given opportunity to correct the error of form.
- (c) The Government may require a Tenderer to clarify any aspect of its tender by way of provision of additional information or documentary proof under Clause 14. A tender may not be considered if the Tenderer fails to comply with the Government's request for clarification.
- (d) By signing the "Offer To Be Bound", a Tenderer confirms that its offer has been made subject to the terms and conditions contained in the Tender Document and that such offer, which includes the Price Proposal and the Technical Proposal will, subject to any variation or adjustment agreed with Government and upon being accepted by the Government, be incorporated into and form part of the Contract.

25. Financial Vetting

- (a) If the 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 requested by the Government:
  - (i) Originals (or copies certified by its auditors) of the audited accounts of the Tenderer, and the audited consolidated accounts of the group if the Tenderer is a subsidiary of another company for the three (3) financial years prior to the Tender Submission Date. The audited accounts must comply with the following requirements:

- (A) 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 (Chapter 622 of the Laws of Hong Kong).
- (B) The latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Submission Date.
- (C) 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.
- (D) 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.
- (E) 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.
- (F) If the Tenderer is a partnership, audited accounts for each of the members/ participants of the partnership must be submitted if the members are incorporated bodies.

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) should 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.

- (ii) 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 shall be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the sole proprietor, partners or directors of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government;
- (iii) 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 company 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 deal with the Contract. The projected accounts and statements must comply with the following requirements:
  - (A) They should be certified by the company's chief executive. For a partnership, separate certification from each of the members/ participants of the partnership is required.

- (B) The assumptions used in preparing the projections should be reasonable and must be clearly stated. All the supporting schedules and detailed calculations should also be provided.
  - (C) The assumptions by the Government included in the Tender Document must be reflected in the Tenderer's projections.
  - (iv) 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;
  - (v) Copies (certified by the sole proprietor, partners, 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
  - (vi) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.
- (b) Tenderers shall upon the request in writing by the Government provide the documents mentioned in Clause 25(a) 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.
  - (c) If the successful Tenderer has passed the financial assessment, it shall submit to the Government a Contract Deposit either in cash, cheque, cashier's order or in the form of a banker's guarantee in Hong Kong Dollars in an amount equivalent to two percent (2%) of the Contract Price in accordance with Clause 26(c) below.
  - (d) If the successful Tenderer fails in the financial assessment, or it is a newly established company, or it is unable to submit adequate information for conducting a meaningful financial assessment, the Tenderer shall submit to the Government a Contract Deposit either in cash, cheque, cashier's order or in the form of a banker's guarantee in Hong Kong Dollars in an amount equivalent to five percent (5%) of the Contract Price in accordance with Clause 26(c) below.

26. Contract Deposit

- (a) Based on the rate/unit price quoted by a Tenderer in Part 1 of the Contract Schedule 1, Contract Price that may be payable by the Government under the Contract during the Contract Period pursuant to the Tenderer's Tender will be determined by the Government.
- (b) If the Contract Price payable by the Government to the successful Tenderer exceeds HK\$1.4 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 shall deposit with the Government, within fourteen (14) days from the date of the Letter, an amount equivalent to two percent (2%) of the Contract Price ("Contract Deposit").
- (c) If the 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 shall deposit with the Government, within fourteen (14) days from the date of the Letter, an amount equivalent to:

- (i) two percent (2%) (if it passes the financial vetting); or
- (ii) five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, (if it fails the financial vetting or in cases where the financial information available is inadequate for a meaningful assessment of the Tenderer's financial capability to fulfill the Contract requirements to be conducted),

as the case may be of the Contract Price.

- (d) The successful Tenderer shall pay the Contract Deposit either in cash, cheque, cashier's order or in the form of a banker's guarantee. Each Tenderer shall state clearly in Annex V 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 in cash.
- (e) 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:
  - (i) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;
  - (ii) unless otherwise agreed by the Government, it must be on the terms set out at Annex VI; and
  - (iii) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Letter as the date on which the banker's guarantee is to take effect. In the event that another date is so specified, the banker's guarantee shall take effect no later than such date.
- (f) The Contract Deposit, whether paid by way of cash, cheque, cashier's order or banker's guarantee shall be returned to the Contractor or released in accordance with the Contract.

27. Tenderer's Commitment

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

28. Attachments

Tenderers shall study the entire Tender Document (including without limitation all Contract Schedules, Annexes and attachments (if any)) carefully before submitting their tenders. Tenderers shall note that all information provided by the Government in connection with this tender are for reference only. The Government gives no warranty, statement or representation, expressed or implied, as to its accuracy, completeness, usefulness or future changes of such information. Tenderers shall conduct their own

independent assessment of the information. Government does not accept any liability for the accuracy, completeness or otherwise of such information.

29. Prevention of Bribery Ordinance

The Tenderer shall not and shall ensure that his agents and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government. Any breach of or non-compliance with this Clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate his tender, and result in contract termination, if any awarded.

30. Tender Addenda

Should the Government require any amendments, clarifications or adjustments to be made to the Tender Document for the purpose of the tendering, the Government will issue to every Tenderer numbered addenda giving full details of such amendments, clarifications or adjustments. The Tenderer shall acknowledge receipt of these addenda. Government reserves the right to disqualify a Tenderer who fails to acknowledge receipt of an addendum. These addenda if comprising an amendment, clarification or adjustment to any provisions of the Tender Document, shall form a part of the Contract and shall take priority over the documents previously issued.

31. Contractors' Performance Monitoring

Tenderers are advised that should they be awarded the Contract their subsequent performance will be monitored and may be taken into account when their future tenders are evaluated.

32. Tender Briefing Session

A tender briefing session will be held on **22.11.2018 (Thursday) at 10:30 a.m. in Room 701A, 7/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon.** Any interested parties are strongly advised to attend the tender briefing session in order to fully acquaint themselves with the requirements of the Government and to determine the scale and costs of the Services to be provided. Tenderers who wish to attend the briefing session shall fill in a reply form as specified in **Annex IV** to the Terms of Tender.

33. Tenderer's Enquiries

- (a) Any enquiries from Tenderers before the Tender Closing Date concerning the terms and conditions of the Tender Document shall be made in writing and be addressed to:

Supplies Officer,  
Supplies Section,  
Agriculture, Fisheries and Conservation Department,  
5/F, Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road,  
Kowloon, Hong Kong.  
(Fax No.: 2735 4516)

- (b) Any other enquiries from Tenderers before the Tender Closing Date concerning the technical specifications and Contract Schedules of the Tender Document shall be made in writing and be addressed to (and with copies thereof sent to the

Supplies Officer in accordance with Clause 33(a) above):

Senior Veterinary Officer (Animal Health),  
Animal Health Division  
Room 509, 5/F, Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road, Sham Shui Po,  
Kowloon, Hong Kong.  
(Fax No.: 2375 3563)

- (c) Tenderers shall note that after the Tender Closing Date and before the award of the Contract, they shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Document or their submitted tenders. Any Tenderer who fails to observe this requirement may render its tender being disqualified. Without prejudice to Clause 14 of the Terms of Tender, the Government reserves the sole right to initiate any contact with Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing or documented in writing.

34. Warranty against Collusion

- (a) By submitting a tender, the Tenderer represents and warrants that in relation to this Invitation to Tender:
- (i) it has not communicated and will not communicate to any person other than the Government the amount of any price quoted or any pricing information submitted in its tender;
  - (ii) it has not fixed and will not fix the price or any part thereof by agreement or arrangement with any person;
  - (iii) it has not made and will not make any agreement or arrangement with any person as to whether it or that other person will or will not submit a tender; and
  - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tender.
- (b) In the event that a Tenderer is in breach of any of the representations and/or warranties in Clause 34(a), the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (i) reject the Tenderer's tender;
  - (ii) if the Government has accepted the tender, revoke its acceptance of the tender; and
  - (iii) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- (c) The Tenderer shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 34(a).
- (d) Any breach of any of the representations and/or warranties in Clause 34(a) by the Tenderer may be taken into account in any future tenders invited by the Government and may prejudice the Tenderer's future standing as a Government contractor in future Government tenders.
- (e) Clause 34(a) shall have no application to the Tenderer's communications in strict

confidence with its own insurers or brokers to obtain an insurance tender for computation of the tender price, or with its professional advisers or consultants to solicit their assistance in preparation of its tender.

- (f) The rights of the Government under Clauses 34(b) to 34(d) are in addition to and without prejudice to any other rights or remedies available to the Government against the Tenderer.

**Checklist on information to be included in the two sealed envelopes  
as required under Clause 6 of the Terms of Tender**

**(I) Sealed envelope on Price Proposal**

- Contract Schedule 1 "Monthly Rates for the Services Provided and Payment Discount".

**(II) Sealed envelope on Technical Proposal**

- The whole set of the Tender Document (excluding Contract Schedule 1 "Monthly Rates for the Services Provided and Payment Discount" with the following information completed /provided by the Tenderer:
  - [Information Schedule (*Annex III of Part III of the Tender Document*)]
  - [Method of Providing the Contract Deposit (*Annex V of Part III of the Tender Document*)]
  - Offer To Be Bound (*Part VII of the Tender Document*)
  - Staffing, Monthly Wage and Allowable Daily Maximum Working Hours Proposals (*Contract Schedule 2*)
  - Provision and Design/Specifications of Collection Vehicles (*Contract Schedule 3*)
  - Proposed Management Plan, Work Plan and Contingency Plan; Claim of Experience in Dead / Debilitated / Trapped Bird or Animal Carcass Collection and Delivery Services; Claim of Quality Management Accreditation (*Parts A – C of Contract Schedule 8*)
  - Tenderer's Declaration of Conviction of Offences under the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221) or Mandatory Provident Fund Schemes Ordinance (Cap.485) (*Part D of Contract Schedule 8*)
  - Information of Tenderer including details of Company's business, Contact Person, Details of Bank Account (*Contract Schedule 10*)
- Any other information and documents required by this tender but ***without any indication on the Monthly Rates or contract value.***

## Tender Evaluation Procedures, Criteria and Marking Scheme

### **Assessment Criteria, Weightings and Procedure**

1. The assessment on tender proposals will allocate a 30% weighting to the technical assessment and a 70% weighting to the price of the proposals. All calculations of marks and scores will be rounded to two decimal places during tender assessment (e.g. 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).
2. Under the use of the 30 : 70 technical to price weighting, tenders will be assessed in five stages as follows:

Stage 1:	Completeness Check on the Offers Submitted
Stage 2:	Assessment on Compliance with Essential Requirements
Stage 3:	Technical Assessment
Stage 4:	Price Assessment
Stage 5:	Overall Assessment on Combined Score

#### **Stage 1 – Completeness Check on the Offers Submitted**

3. Technical Proposals of all tenders received will be checked to ensure completeness of the tender submissions. Only those tenders which pass the completeness check will proceed to Stage 2 Compliance with Essential Requirements check. As stipulated in Clause 5(b) of the Terms of Tender, **a tenderer's tender will not be considered further if by the Tender Closing Date, the tenderer fails to submit -**
  - (i) a duly signed "Offer to be Bound" of Part VII of the Tender Document;
  - (ii) the price information as required in Contract Schedule 1 of Part VI of the Tender Document;
  - (iii) Part A of Contract Schedule 8 of Part VI of the Tender Document.

#### **Stage 2 – Assessment on Compliance with Essential Requirements**

4. For tenders that have passed Stage 1 completeness check, their technical proposals will be assessed to determine whether they have met all the Essential Requirements as set out in Clause 3 of the Terms of Tender. Only those tenders which comply with all the essential requirements will proceed to Stage 3 Technical Assessment. Tender proposals that fail to meet any of the Essential Requirements will be disqualified and will not be considered further.

**Stage 3 – Technical Assessment**

5. All tenders that have passed Stage 1 and Stage 2 assessment will be assessed in accordance with the assessment criteria listed below. The technical assessment comprises two parts: Part A (criteria with an individual passing mark of 5, 6.5 and 2.5 for items A.1, A.2 and A.3 respectively and criteria without an individual passing mark for items A.4, A.5 and A.6) and Part B (criteria without an individual passing mark). **Tenderers failing to pass item A.1, A.2 or A.3 in Part A will not be further considered.** The Tenderer who has passed Part A technical assessment and attained the highest technical mark would be awarded with a weighted technical score of 30, while the weighted technical score for other Tenderers who have passed Part A technical assessment would be calculated by the formula in Note 1. **Tenderers must achieve at least a total technical mark of 35 or their offers will not be considered further.** Upon completion of the technical assessment, the price information will be evaluated. The price score carries a weighting of 70% as against a 30% weighting for the technical score. The tender with the highest combined score will normally be recommended for acceptance.

Assessment Criteria		Maximum Marks	Unit Marks (M)	Weighting (W) (See Note 1)					Marks Scored (M x W)	Remarks/ Basis of Assessment
				4	3	2	1	0		
A. Deployment of Human Resources (80)										
A.1	Management Plan (passing mark: 5)	20	5							See Note 2
A.2	Work Plan (passing mark: 6.5)	26	6.5							See Note 2
A.3	Contingency Plan (passing mark:2.5)	10	2.5							See Note 2
A.4	Proposed monthly wage for Workmen to be employed under the Contract	10	N.A.							See Note 3
A.5	Proposed allowable daily maximum working hours for Workmen to be employed under the Contract	8	8							See Note 4
A.6	Record of Demerit Points received under all Government contracts during the 36 months immediately preceding the month of the Tender Closing Date.	6	6							See Note 5
Sub-total of mark (A) :										
B. Experience/Performance (14)										
B.1	Experience in dead / debilitated / trapped bird or animal carcass collection and delivery services for Government / private organizations in the 5 years immediately preceding the Tender Closing Date	10	5							See Note 6
B.2	A valid ISO or OHSAS qualification/certification relevant to Quality Management, Environmental Management and Occupational Health and Safety Management on the provision of cleansing, pest control or waste collection as at the Tender Closing Date	4	4							See Note 7
Sub-total of mark (B) :										
Total Marks Scored (A + B) :										
Overall Passing Mark : 35										See Note 8

**Explanatory Notes for Marking Scheme**

Note 1 Tenderer's proposal/qualification in respect of the features mentioned in the assessment criteria will be rated as :

**For items A.1, A.2, and A.3**

**Weightings of 4, 3, 2, 1 or 0 will be awarded respectively.**

**For item B.1**

**Weightings of 2, 1 or 0 will be awarded respectively.**

**For item A.4**

**In accordance with the rules set out in Note 3 below.**

**For items A.5, A.6 and B.2**

**Weightings of 1 or 0 will be awarded respectively.**

The total technical marks is 94.

The weighted technical score of each tender will be determined by the formula -

$$30 \quad X \quad \frac{\text{Overall mark of the tender being considered}}{\text{Highest overall mark among all tender offers which have scored all individual passing marks and overall passing mark in Stage 3 Evaluation}}$$

[Remark: 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.]

Note 2 Weighting

- 4 - Proposed plan is practicable and provides detailed information on all items as well as good suggestions on over half of the items as required in "Contract Schedule 8, Part A".
- 3 - Proposed plan is practicable and provides detailed information on all items as well as good suggestions on up to half of the items as required in "Contract Schedule 8, Part A".
- 2 - Proposed plan is practicable and provides -
  - (a) detailed information on all items as required in "Contract Schedule 8, Part A" or
  - (b) detailed information on over half of the items and brief information on the remaining items with at least one good suggestion as required in "Contract Schedule 8, Part A".
- 1 - Proposed plan is practicable and provides brief information on all items as required in "Contract Schedule 8, Part A".
- 0 - Proposed plan is impracticable or fails to provide information on all items as required in "Contract Schedule 8, Part A".

Tenderers shall score passing marks of at least 5 for item A.1 (Management Plan), 6.5 for item A.2 (Work Plan) and 2.5 for item A.3 (Contingency Plan) in the marking scheme or their tenders will not be considered further.



Note 3 Marks  
Scored

- The marks scored by each tender will be determined by the following formula:

$$10 \times \frac{P - C}{H - C}$$

P = Proposed monthly wage for Workmen of the tender being considered.

H = Highest proposed monthly wage for Workmen among all the conforming tenders.

C = Monthly wage rate of SMW plus paid rest days for Workmen (e.g. HK\$8,556 on the basis of 31 days (27 working days plus 4 paid rest days per month) and 8 working hours per day excluding meal break at HK\$34.50 per hour.

Illustrative Example for Tenderer's Proposed Monthly Wages for Non-skilled Workmen	Marks scored (example)
P = HK\$8,800 H = HK\$9,000 C = HK\$8,556	Marks scored =  $10 \times \frac{8,800 - 8,556}{9,000 - 8,556}$  = 5.50 (Marks)

Remarks:

- (a) If the proposed monthly wage for Workmen among all conforming tenders is the same as monthly wage rate of SMW plus paid rest days, no marks will be given.
- (b) 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.
- (c) Conforming tenderer means the tenderer which has passed Stage 1 (Completeness Check) and Stage 2 (Compliance with Essential Requirements) assessments.

Note 4

- 1 - Proposed daily maximum working hours for Workmen (as specified by the Tenderer in Contract Schedule 2 are ten (10) hours excluding meal break (i.e. net total) or less.
- 0 - Proposed daily maximum working hours for Workmen are more than ten (10) hours excluding meal break (i.e. net total).

Note 5

Record of Demerit Points received under all Government contracts during the 36 months immediately preceding the month of the Tender Closing Date.

- 1 - Having no demerit point during the 36 months immediately preceding the month of the Tender Closing Date.
- 0 - Having 1 or 2 demerit points during the 36 months immediately preceding the month of the Tender Closing Date.

Note 6

- 2 - Three (3) or more aggregate years of experience in dead / debilitated / trapped bird or animal carcass collection and delivery services for Government / private organizations in the past five (5) years immediately preceding the Tender Closing Date.
- 1 - One (1) to less than three (3) aggregate years of experience in dead / debilitated / trapped bird or animal carcass collection and delivery services for Government / private organizations in the past five (5) years immediately preceding the Tender Closing Date.

- 0 - Less than one (1) aggregate year of experience in dead / debilitated / trapped bird or animal carcass collection and delivery services for Government / private organizations in the past five (5) years immediately preceding the Tender Closing Date.

Remarks:

- (a) Tenderer must provide valid documentary proof for the relevant experience.
- (b) Counting rule on tenderer's experience :
- (i) A Tenderer's experience under different contracts will not be double-counted for those overlapping periods. The required years of experience is to be counted in days, i.e. "an aggregate of at least 3 years" is equivalent to have accumulated no less than 1,095 (i.e. 365 days x 3) days of experience in providing dead / debilitated / trapped bird or animal carcass collection and delivery services for Government / private organizations in the 5 years immediately preceding the Tender Closing Date under a single contract or different contracts.
- (ii) A Tenderer's experience under different contracts with overlapping periods is to be counted in accordance with the following example: -

Contracts	Contract period	Contract period without overlapping with another contract	No. of days counted for accumulated experience
A	16.4.2014-15.4.2016	16.4.2014-15.4.2016	731 days
B	1.4.2016-31.3.2017	16.4.2016-31.3.2017	350 days
C	1.1.2017-31.12.2017	1.4.2017-31.12.2017	275 days
Total:			*1,356 days

\* No. of years counted for relevant experience:  $1,356 / 365 = 3.72$  years (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.) (i.e. more than 3 years and 10 marks will be scored).

- Note 7 1 - Accredited to ISO or OHSAS qualification/certification relevant to Quality Management, Environmental Management and Occupational Health and Safety Management on the provision of cleansing, pest control or waste collection and supported with documentary proof of the certificate which is valid as at the Tender Closing Date.

Remark: The successful tenderer should note that the concerned qualification/certification must be valid for the whole contract period.

- 0 - Not accredited to ISO or OHSAS qualification/certification relevant to Quality Management, Environmental Management and Occupational Health and Safety Management on the provision of cleansing, pest control or waste collection as at the Tender Closing Date or failed to provide valid documentary proof.

- Note 8 - Tenderers shall score an overall passing mark of at least thirty five (35) before applying the thirty percent (30%) weighting in the marking scheme or their tenders will not be considered further.

Stage 4 - Price Assessment

6. Price Proposals of tenders passing Stage 3 will be checked to ensure completeness of the tender offers. Only those tenders which make a complete offer will proceed to Stage 5 Overall Assessment on Combined Score. If a Tenderer submits a partial offer, its tender will not be considered further.
7. A maximum weighted price score of 70 will be allocated to the tender with the lowest tender price, while the weighted price score for other offers who have passed Part A Technical Assessment and achieved at least a total technical mark of 35 will be calculated by the following formula:

$$70 \quad \times \quad \frac{\text{Lowest tender price among all tender offers which have scored all individual passing marks and overall passing mark in Stage 3 Evaluation}}{\text{Tender price of the tender offer being considered}}$$

[Remark: The weighted price score of each tender will be rounded to the nearest 2 decimal places (i.e. the same method of rounding as shown in Remark of Note 1)]

Stage 5 – Overall Assessment on Combined Score

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

Combined score :      Weighted technical score + Weighted price score

9. The tender with the highest combined score will normally be recommended for acceptance subject to the requirement that the Government is satisfied that the recommended Tenderer is fully capable of undertaking the contract and is the most advantageous to the Government in accordance with the Tender provision.

**INFORMATION SCHEDULE**

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

**1. Information required under Clause 11(c) (Government Discretion and Saving) of the Terms of Tender**

\* (a) I / We confirm that none of the events as mentioned in Clauses 11(c)(i) to 11(c)(iv) of the Terms of Tender has ever occurred.

\* (b) I / We confirm that the following event(s) as mentioned in Clauses 11(c)(i) to 11(c)(iv) of the Terms of Tender has occurred:

Date	Details of the Event

Note: \* Please delete whichever is not applicable.

Name of Tenderer:	Signature of Person Authorised to Sign Tender:
_____	_____
Date:	Name in Block Letters:
_____	_____

**Reply Form on Tender Briefing Session**

To: Director of Agriculture, Fisheries and Conservation  
(Attn: Ms Alice YEUNG)  
Fax: 2375 3563

Tender Briefing Session  
Tender Ref: AFCD/IQ/AH/01/18 – Tender for the Provision of  
Dead / Debilitated / Trapped Bird Collection and Delivery Services

I would like to nominate the following persons from my company to attend the captioned briefing session scheduled on 22.11.2018 (Thursday) at 10:30 a.m. in Room 701A, 7/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon.

The representatives from my company are:-

	<u>Name</u>	<u>Position/Title</u>	<u>Telephone/Fax No.</u>
1.	_____	_____	_____
2.	_____	_____	_____

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date: \_\_\_\_\_

**Method of Providing the Contract Deposit**

If the Contract is awarded to us, we shall pay the Government the Contract Deposit \* **in cash, cheque, cashier's order / in the form of a banker's guarantee** in accordance with Paragraph 26(d) of the Terms of Tender.

N.B.: \* Please delete whichever is not applicable.

Authorised Signature : \_\_\_\_\_

Name of Authorised Person  
to Sign (in Block Letters) : \_\_\_\_\_

Name of Tenderer in English  
(in Block Letters) : \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date : \_\_\_\_\_

**Banker's Guarantee Form**

THIS GUARANTEE is made the ..... day of ..... 20 ...  
BY.....  
of ....., a licensed bank within the meaning of the Banking  
Ordinance, Cap. 155 ("Guarantor")

IN FAVOUR OF

The Government of the Hong Kong Special Administrative Region of the People's Republic of  
China ("Government")

**WHEREAS**

(A) By a contract (Contract No: [xxx]) ("Contract") dated [xxx] entered into between the  
Government of the Hong Kong Special Administrative Region of the People's Republic of China  
("Government") and [name of the Contractor] ("Contractor"), the Contractor shall provide the staff  
services on the terms and conditions of the Contract.

(B) It is a requirement of the Government that the Guarantor executes this Guarantee  
under seal in favour of the Government.

Now the Guarantor HEREBY AGREES with the Government as follows:-

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

(2) In consideration of the Government agreeing to enter into the Contract with the  
Contractor:-

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a  
primary obligor and not as a surety, and as a continuing security, the due and  
punctual performance and observance by the Contractor of all of its  
obligations under the Contract and the Guarantor shall pay to the Government  
on demand and without cavil or argument all monies and 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 sustained or incurred by the Government by reason or in  
consequence of any default on the part of the Contractor in performing or  
observing any of its obligations under the Contract.

- (b) The Guarantor, as a primary obligor and not as a surety, and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government from and 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 or observe fully or punctually any of its obligations under the Contract.
- (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.
- (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 change in obligations of the Contractor under the Contract or by any forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, change or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.
- (5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of:-
- (a) any suspension of, variation or amendment or supplement to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Government, in whole or in part, in respect of the Contractor's obligations under the Contract;
  - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Contract for any reason;
  - (d) any forbearance or waiver of any right of action or remedy that the Government may have 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, reorganization 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 or sub-contracting by the Contractor of any or all of its obligations set out in the Contract, whether or not such assignment or sub-contracting has been consented to; and
  - (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than an express release of its obligations by the Government.
- (6) This Guarantee shall extend to all obligations of the Contractor under the Contract as the same may from time to time be amended or supplemented and the Guarantor hereby prospectively consents to whatever amendment, variation or supplement which may be made to the Contract.
- (7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:-
- (a) the date falling seven months after the expiry of the Contract (unless (b) is applicable); or
  - (b) in the case if at the time of expiry or early termination of the Contract Period, all or any of the Contractor's obligations and liabilities under or in relation to the Contract shall not have been performed, completed and discharged to the satisfaction of the Government Representative, or there remains any outstanding Government's rights and claims under the Contract or otherwise at law arising from antecedent breaches of the Contract by the Contractor or which have otherwise accrued or arisen prior to the termination or expiry, the date falling twenty four months after the early termination or expiry of the Contract Period.
- (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 \_\_\_\_\_, marked for the attention of \_\_\_\_\_, facsimile number \_\_\_\_\_;

(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 (as evidenced by confirmed transmission report); 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) Notwithstanding anything herein to the contrary, the aggregate amount of the Guarantor's liability under this Guarantee shall not exceed \_\_\_\_\_.

(15) The Guarantor hereby acknowledges that:

(a) the Guarantor should read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee; and

(b) no Government officer is authorised to advise on, make representations regarding or amend the terms and conditions of this Guarantee.

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

\* The [Common Seal/Seal] of the said )  
 Guarantor was hereunto affixed )  
 and signed by ..... )  
 ..... )  
 duly authorized by its board of directors: )  
 ..... )  
 ..... )

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

\* Please delete as appropriate.

@ See Powers of Attorney Ordinance, Cap. 31

**Note:** When bank 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 should be submitted.

**PART IV**  
**GENERAL CONDITIONS OF CONTRACT**

**CONTENT**

1. Contract Period
2. Total Services and Variation
3. Assignment
4. Quality of Services
5. Payment for Services
6. Government Property
7. Government Premises/Contractor's Premises
8. Default
9. Set-off
10. Liability and Indemnity
11. Policy of Insurance and Compensation
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13. Information Not To Be Divulged
14. Publicity
15. Governing Law and Jurisdiction
16. Compliance with Laws and Regulations
17. Order of Precedence
18. Time is of Essence
19. Notice to be Written in English and Chinese
20. Service of Notices
21. Severability
22. No Variation of Contract by Contractor
23. Termination of Contract
24. Effect of Termination
25. Entire Agreement
26. Exclusion Clause

**PART IV**  
**GENERAL CONDITIONS OF CONTRACT**

1. Contract Period

- (a) The Contractor shall provide the Services to the Government for the period commencing on **1 April 2019 and expiring on 31 March 2022**, both dates inclusive, and is subject to such sooner termination or extension as is provided for in the Contract.
- (b) The Government may, on giving the Contractor fourteen (14) days' written notice, postpone or advance the commencement date of the Contract Period to a date specified by the Government in the notice.

2. Total Services and Variation

- (a) The Services to be performed under the Contract shall be as laid down in the Contract Schedules and Special Conditions of Contract and shall be carried out, as and when required, to the satisfaction of the Government Representative. All orders placed under the Contract shall be issued in writing or as instructed by the Government Representative.
- (b) The Contractor shall not extend the Services beyond the requirements specified in the Contract Schedules and Special Conditions of Contract except as directed in writing by the Government Representative; but, without prejudice to Clause 22 hereof, the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract Period by not less than seven (7) days' notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the requirements specified in the Contract Schedules and Special Conditions of Contract and/or the Contract Period, and the Contractor shall 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 Schedules and Special Conditions of Contract.
- (c) Where a variation has been made to the Contract under Clause 2(b) hereof, the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the rates specified in Contract Schedule 1 so far as the same may be applicable and where rates are not contained in Contract Schedule 1, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

3. Assignment

The Contract is personal to the Contractor. The Contractor shall not, without the prior written consent of the Government Representative, assign or otherwise dispose of any interest, right, benefit or obligation under the Contract.

4. Quality of Services

- (a) The Services shall be as specified in the Contract Schedules and Special Conditions of Contract and shall fulfill all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.
- (b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by Government Representative free of charge but shall be returned on completion of the Contract.

5. Payment for Services

- (a) Provided that the Contractor shall have performed the Services in accordance with the Contract and that the Contractor provides a statement that all its employees have been paid no less than the wages as specified in the table in Contract Schedule 2 and contributions have been made for all its employees in accordance with the Mandatory Provident Fund Schemes Ordinance (Cap. 485) or under the Occupational Retirement Schemes Ordinance (Cap. 426) to the satisfaction of the Government Representative, the Government shall pay the Contractor the Monthly Rates for the Services provided in arrears as specified in Contract Schedule 1 subject to any payment discount or deductions provided herein and in the manner hereinafter provided. The Contractor shall make available to the Government Representative information such as wage books, bank autopay return, receipts of wages and record of contributions made under the Mandatory Provident Fund Schemes Ordinance (Cap. 485) or under the Occupational Retirement Schemes Ordinance (Cap. 426) to enable the Government Representative to crosscheck the data contained in the statement.
- (b) Payment will be made direct to the Contractor's bank account in Hong Kong.
- (c) Monthly invoices shall be sent by the Contractor to the Government Representative or as otherwise directed. Unless otherwise provided, the Monthly Payment shall be made within thirty (30) days after the receipt of invoices by the Government and 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.
- (d) Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning payment shall be addressed to the Senior Veterinary Officer/Animal Health at the address specified and in the manner described in Clause 20 of the General Conditions of Contract. The Government Representative shall not be liable for any delay in payment if invoices and correspondence are not so addressed.

6. Government Property

When Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged as a result of the Contractor's action or inaction while in the possession or control of the Contractor or its servants, workmen or agents, the Contractor shall replace or repair the property at the Contractor's own cost. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

7. Government Premises/Contractor's Premises

- (a) The Contractor shall 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.
- (b) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative at all reasonable times.
- (c) The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Government premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises, piers or wharves.

8. Default

Any act, default, neglect or omission of any Contractor's Employees, or any other persons employed, used or engaged by the Contractor in the performance of the Services shall be deemed to be the act, default, neglect or omission of the Contractor.

9. Set-off

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

10. Liability and Indemnity

- (a) Neither the Government nor any of its employees or agents shall be under any liability whatsoever for or in respect of -
  - (i) any loss of or damage to any of the Contractor's property or that of its employees, or agents howsoever caused (whether by any negligence of the Government or any of its employees, or agents or otherwise); or
  - (ii) any injury to or death of the Contractor (in the case where the Contract is a natural person) or any of its employees or agents save and except any such injury or death is caused by the negligence of the Government or any of its employees or agents.
- (b) Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of the Government and its employees and agents ("Indemnified Person") against: -
  - (i) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person ("Claims"); and
  - (ii) 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, out of or in relation to:
    - (A) the performance or breach of any provisions of the Contract by the Contractor, its employees, agents or sub-contractors;
    - (B) the negligence, recklessness, tortious acts or willful omission of the Contractor, its employees, agents or sub-contractors;
    - (C) any default, unauthorized act or willful misconduct of the Contractor, its employees, agents or sub-contractor(s);
    - (D) 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.
- (c) The indemnity under Clause 10(b) shall not apply to any injury or death caused by the negligence of an Indemnified Person.
- (d) 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 shall 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.

- (e) For the purposes of this clause "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (f) The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

11. Policy of Insurance and Compensation

- (a) The Contractor shall effect and keep in force during the currency of the Contract at its own expense a Public Liability Policy of Insurance exclusively for the Contract in the joint name of the Government and the Contractor in a sum of not less than Hong Kong dollars fifty million (HK\$50,000,000) for any one accident with unlimited number of claims with a reputable insurance company authorised under the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions as shall be approved by the Government Representative against liability to pay damages and compensation for injury to or death of any persons and for loss or damage to any properties whatsoever where such injury, death, loss or damage as the case may be shall be caused or arisen out of any act, negligence or default of the Contractor and/or the Government and/or their respective employees, sub-contractors or agents.
- (b) If the said policy of insurance provides that the payment of certain amount of compensation shall be borne by the insured parties, the Contractor shall be solely responsible for such payment and shall reimburse the Government forthwith if the Government shall be required to make such payment.
- (c) The Contractor shall with all due diligence conform to all conditions of the insurance policies effected under the Contract and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents and the Contractor shall bear the consequences of any failures to do so. The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies.
- (d) The Contractor shall submit to the Government Representative within fourteen (14) days upon notification by the Government of award of the Contract two (2) copies of the said policy of insurance together with the receipt for payment of the current premium.
- (e) The Contractor is responsible for lodging all claims with the insurance company and shall deal with the said company upon request of the Government and upon receipt from the Government or otherwise of a report on any injury, death, loss or damage.
- (f) If the Contractor fails to effect and keep in force the insurance referred to or any other insurance which it may be required to effect under the terms of the Contract then and in any such cases the Government may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Government as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- (g) In the event of any of the Contractor's Employees 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 shall within seven (7) clear working days



after the occurrence of the injury or death give notice in writing of such injury or death to the Government Representative.

12. Corrupt Gifts

- (a) The Contractor shall not, whether by itself or by any person employed by it to provide the Services, solicit or accept any gratuity, tips or any other form of money taking or reward, collection, or charge for any part of the Services other than charges properly approved in writing by the Government under the Contract.
- (b) If the Contractor or any employee of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government may summarily terminate the Contract, without entitling the Contractor to any compensation therefore.
- (c) The Contractor shall be liable for all losses, damages and expenses necessarily incurred by the Government as a result of the termination of the Contract under Clause 12(b) above.

13. Information Not to Be Divulged

- (a) Subject to what are stated in Clause 18 of the Terms of Tender and the provision of Clause 13(b) below, the Government undertakes not to release the Contractor's bidding information contained in this Tender Document and the personal data of the Contractor unless consent has been sought from the Contractor.
- (b) The Government shall have the right, without seeking prior consent from the Contractor, to disclose the following whenever it considers appropriate or when such disclosure is for the purpose of implementing the contractual obligation by the Government –
  - (i) contractual information and commitment contained in the Tender Document as submitted by the Contractor in relation to the employees' wages, the daily maximum working hours and the number of employees engaged for the performance of the Contract; and
  - (ii) information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligations under the Contract.

14. Publicity

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

15. Governing Law and Jurisdiction

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

16. Compliance with Laws and Regulations

- (a) The Contractor shall abide by all applicable laws in Hong Kong. The Contractor shall operate all vehicles, equipment and tools used in the execution of the Services in such manner as to comply with the provisions of the Contract, the manufacturer's instructions or guidelines, and all applicable laws in Hong Kong including the Road Traffic Ordinance (Cap. 374) and its subsidiary legislation, Public Cleansing and Prevention of Nuisances Regulation (Cap. 132 sub. leg. BK), Code of Practice for the Lighting, Signing and Guarding of Road Works published by the Highways Department, and other code of practice issued by relevant authorities.
- (b) The Contractor shall at all times comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509) and its subsidiary legislation, and of any other legal provisions pertaining to the health and safety of its own staff, Government staff and others who may be affected by its performance of the Services.
- (c) The Contractor shall conform in all aspects with the provisions of any enactment and regulations or by-laws of any local or other duly constituted authority which may be applicable to the Contract and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Government indemnified against all penalties and liability of every kind for breach of any such enactment, regulations, by-laws or rules.
- (d) Licensing Requirement
  - (i) The Contract does not confer exemption from licensing requirement pertaining to the Services, if any. The Contractor shall undertake to approach the relevant authorities for obtaining all licences, permits and certificates, if any, required by law for the execution and operation of the Services and shall produce the same to the Government Representative for inspection if so required.
  - (ii) The Contractor shall forthwith obtain and on or before the due date for renewal, renew all licences, permits and certificates, if any, required by law for the execution of the Services, and shall not provide any service for which the licence, permit or certificate is so required without first obtaining such licence, permit or certificate.

17. Order of Precedence

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

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

18. Time is of Essence

Time shall be of the essence in the Contract but no failure or delay on the part of either party to exercise or invoke any right, power or remedy under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise or invocation by either party of any right, power or remedy hereunder preclude any other or further exercise or invocation thereof or the exercise or invocation of any other right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies provided by law.

19. Notices to be Written in English and Chinese

All notices displayed or circulated by the Contractor requiring its employees or the public to comply with the rules and regulations of the Government or other competent authority shall be written in English and Chinese.

20. Service of Notices

- (a) All notices, demands or other communications given or made under the Contract shall be in writing and sent to the Contractor at its address or facsimile number set out in Contract Schedule 10 (or such other address or facsimile number as the Contractor may by five (5) days' prior written notice specify to the Government Representative). Notices, invoices and other communications given or made under the Contract by the Contractor to the Government shall be in writing and sent to the address or facsimile number set out below (or such other address or facsimile number as the Government Representative may by written notice specify to the Contractor):

Address Room 509, 5/F, Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road, Sham Shui Po,  
Kowloon, Hong Kong.

Fax. No. 2375 3563

- (b) Such notices, requests, demands, directions or other communications shall be addressed as provided in Clause 20(a) above and, if so addressed, shall be deemed to have been duly given or made as follows:
- (i) if sent by personal delivery, upon delivery at the address of the relevant party;
  - (ii) if sent by post, two (2) business days (for local post) and five (5) business days (for overseas post) after the date of posting;
  - (iii) if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

21. Severability

In the event that any provision contained in the Contract or any part thereof is declared or otherwise rendered invalid or unenforceable by any law, enactment or regulation promulgated in Hong Kong or elsewhere or a final judgement (by consent or otherwise) of a court of competent jurisdiction from whose decision no appeal is or can be taken, the invalid or unenforceable clause shall be deemed to be void and of no effect herein; but all other clauses or provisions contained in the Contract shall remain in full force and effect and shall not be impaired or affected thereby from the terms of the Contract.

22. No Variation of Contract by Contractor

No variation to any part of the Contract, including without limitation the Contract Schedules, shall be made by the Contractor without the prior consent in writing given by the Government Representative.

23. Termination of Contract

- (a) Without prejudice to any other rights and remedies which the Government has or may have under the Contract or otherwise, the Government shall be entitled to terminate the Contract forthwith under the following circumstances -
- (i) the Contractor goes into liquidation or a petition is being filed for the bankruptcy or the winding up of the Contractor's business (otherwise than for the purpose of a reconstruction or amalgamation previously approved by the Government Representative in writing) or the Contractor becomes insolvent or makes any composition or arrangement with creditors;
  - (ii) the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager;
  - (iii) non-payment of any sums due from the Contractor to the Government in accordance with the terms and conditions of the Contract;
  - (iv) the Contractor assigns or purports to assign the Contract or any part thereof without the prior written consent of the Government Representative;
  - (v) the Contractor refuses and / or neglects to perform the Services or any part thereof as and when directed by the Government Representative;
  - (vi) the Contractor fails to perform the Services or any part thereof with due diligence or to perform the Services or any part thereof in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative;
  - (vii) the Contractor fails to perform the Services in accordance with the approved work plans and work schedules;
  - (viii) the Contractor fails to secure and maintain all required insurance;
  - (ix) the Contractor fails to comply with any statutory duty or requirement in so far as such duty or requirement affects or relates to the Services or the Contract or is in breach of its warranties or undertakings under Clause 4 of the Special Conditions of Contract;
  - (x) the Contractor maintains or reduces its working force or equipment to a level which if maintained, would in the opinion of the Government Representative, be inadequate to complete the Services in accordance with the Contract Schedules and approved work plans, and fails or refuses to restore or increase sufficiently such working force or equipment when ordered to do so by the Government Representative;
  - (xi) the Contractor is in material breach of and / or has committed repeatedly breaches of any of his obligations under the Contract;
  - (xii) discovery of material misrepresentation by the Contractor during the tendering process;
  - (xiii) discovery of false declaration or untruthful revelation in regard to the record of convictions of offences under the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221) or Mandatory Provident Fund Schemes Ordinance (Cap. 485) as stated in Part D of Contract Schedule 8 by the Contractor during the tendering process;
  - (xiv) the Contractor has obtained any convictions under the relevant Ordinances as defined in Clause 3(a) of the Terms of Tender during the 5-year period immediately preceding the Tender Closing Date;
  - (xv) the Contractor has obtained on or after 1 May 2006 an aggregate of three (3) or more Demerit Points over a rolling period of thirty-six (36) months from one (1) or more Government bureaux / departments;
  - (xvi) the Contractor fails to sign the Standard Employment Contract with its non-skilled workers or to comply with the terms of the written Standard Employment Contract

- in connection with wages, daily maximum working hours and payment of wages by means of autopay to such employees under the Contract;
- (xvii) the Contractor is in breach of Clause 24 of the Special Conditions of Contract in regard to sub-contracting; or
- (xviii) The Contractor is found to have employed illegal workers or to have aided and abetted another person to breach its condition of stay or is found to have employed any persons who are forbidden by law or not entitled for whatever reasons to undertake any employment in Hong Kong.
- (b) Before the Government exercises its right to terminate the Contract under Clauses 23(a)(iii) to (xi) above, the Government Representative shall give sufficient notice in writing containing a warning of the Government's intention to terminate the Contract and the Contractor will be requested to remedy the breach within fourteen (14) days or such longer period as the Government Representative may allow. The Government Representative shall be entitled to withhold any payment to the Contractor until the Services have been performed to the satisfaction of the Government Representative and in strict accordance with the terms and conditions of the Contract. If the Contractor fails to take remedial actions within the period specified above to the satisfaction of the Government Representative, the Government may at any time terminate the Contract forthwith, and recover all losses, damages, costs and expenses including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s), and shall have the right to deduct any money due to the Contractor under the Contract and under any other Government Contracts (if there are any) for recovering the above losses, damages, costs and expenses.
- (c) Notwithstanding the foregoing, the Government may at any time terminate the Contract without cause by giving one (1) month's prior written notice to the Contractor.

#### 24. Effect of Termination

- (a) If the Contract is terminated by the Government in accordance with the provisions of the Contract, the Government shall -
- (i) cease to be under any obligation to make further payment to the Contractor until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
  - (ii) not be responsible for any loss and expenses suffered or incurred by the Contractor due to the termination of the Contract;
  - (iii) be entitled to repossess any of its materials, clothing, equipment, vehicles or other goods loaned or hired to the Contractor and to exercise a lien over any of the materials, clothing, equipment, vehicles or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government; and
  - (iv) have without prejudice to any claims by the Government for breach of the whole or any part of Contract, the right to assign the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any amounts in excess of the prices quoted by the Contractor under the Contract and the Government shall be entitled to use all such Contractor's materials, clothing, equipment, vehicles or other goods for the purposes thereof free of charge until a new contractor or contractors are formally engaged by the Government to perform

the uncompleted Services.

- (b) The rights of the Government in Clause 24(a) above are in addition to and without prejudice to any other rights the Government may have whether against the Contractor directly or pursuant to any guarantee or indemnity.
- (c) Any termination of the Contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.
- (d) The Contractor shall be liable for all costs and expenses necessarily incurred by the Government as a result of the termination of the Contract by the Government in accordance with the provisions of the Contract.

25. Entire Agreement

The Contract constitutes the entire Contract and understanding between Government and the Contractor concerning the subject matter hereof. Every schedule, appendix or attachment to or table in the Contract and any notes to such schedule, appendix, attachment or table shall be construed and have effect as part of the Contract. Subject to the provisions in the Contract, no addition to or modification of any of the provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

26. Exclusion Clause

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).

## PART V SPECIAL CONDITIONS OF CONTRACT

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**1. Services to be Provided**

- (a) Except in the circumstances as provided for in Clause 2 of the Special Conditions of Contract, the Contractor shall during the Contract Period -
- (i) provide 24-hour round the clock and seven (7) days a week (including Sundays and public holidays) complete and efficient collection and delivery services of Dead / Debilitated / Trapped Birds at the locations set out in Part A of Contract Schedule 5 as directed by Government Representative;
  - (ii) send Dead / Debilitated / Trapped Birds collected to the designated locations set out in Part B of Contract Schedule 5;
  - (iii) complete the required collection service in a timely manner in any case no later than three (3) hours (except where the location is not readily accessible by land transport) after being directed by Government Representative;
  - (iv) handle Dead Birds in accordance with the "Safety Guidelines for Handling and Disposing of Dead Wild Birds" set out in Part C of Contract Schedule 5 and "Safety Guidelines for Handling Live Birds" set out in Part D of Contract Schedule 5;
  - (v) collect and deliver Dead / Debilitated / Trapped birds in accordance with the procedures set out in Part E of Contract Schedule 5;
  - (vi) clean and disinfect the surrounding area of the Collection Point with diluted household bleach (1 part of household bleach in 49 parts of water) after removal of the Dead / Debilitated / Trapped birds or when requested by the Government Representative;
  - (vii) assign collection team to patrol the location, where the Dead / Debilitated / Trapped Bird collected is confirmed to carry avian influenza virus, at a frequency as directed by the Government Representative and a written report with GPS readings in WGS84 of the location shall be submitted to the Government Representative forthwith after each of such patrol within twenty-four (24) hours;
  - (viii) maintain up-to-date and accurate records of all Dead / Debilitated / Trapped Birds collected and such records shall be duly completed and submitted in the form of a daily report as set out in Part F of Contract Schedule 5 to the Government Representative every day at the time specified by the

Government Representative;

- (ix) provide supplementary and related services required under the Contract; and
  - (x) comply with the "Work Schedule" set out in Contract Schedule 4.
- (b) The Contractor shall assign adequate manpower and vehicles to form collection teams, each comprising of one (1) driver and at least one (1) Workman to man a Collection Vehicle, to provide the Services in any shift of duty and it shall deploy adequate manual labour to provide the Services in locations not readily accessible by vehicles.
- (c) The Contractor shall at its own expense set up a **Bird Collection Information and Service Centre** providing 24-hour round the clock service which shall be used for temporary keeping of bird carcasses, communication with and receiving instructions from the Government Representative. Such Centre shall be equipped with at minimum –
- (i) two (2) fixed telephone lines;
  - (ii) one (1) socket for accessing "stay on-line" Broadband Internet Service;
  - (iii) one (1) e-mail account for communication with and receiving information from Government Representative;
  - (iv) two (2) desktop computers with all necessary softwares equipped with PC-LAN card that can access the internet through such socket for checking and sending / receiving e-mail whenever needed as specified by the Government Representative;
  - (v) one (1) printer for printing hardcopies of e-mail or other related information for record;
  - (vi) one (1) facsimile machine for communication with and receiving information from Government Representative; and
  - (vii) sufficient refrigerator(s) for temporary storage of bird carcasses at 0-4°C (the number of refrigerators required depends on the number of carcasses collected).
- (d) The Contractor shall assign at least -
- (i) two (2) Collection Team Supervisors for respective Morning and Evening Shifts and one (1) Collection Team Supervisor for Overnight Shift who have at least four (4) years of relevant experience in the provision of Dead / Debilitated / Trapped Bird collection and delivery or similar services for

operating the Bird Collection Information and Service Centre in any one shift. Such Collection Team Supervisors shall receive instructions from the Government Representative, co-ordinate the collection / delivery services and monitor the Services provided by collection teams, and shall take all necessary actions regarding the provision of the Services. The Collection Team Supervisors shall be equipped with, at the Contractor's own expense, mobile phone or pager so that they can be contacted at all times by the Government Representative during the Contract Period.

- (ii) One (1) **Infection Control and Training Officer** who shall be a medical doctor registered under the Medical Registration Ordinance (Cap. 161) or a nurse registered under the Nurses Registration Ordinance (Cap. 164) or any other health care professionals, with at least two (2) years of experience in the training of minor staff on infectious disease control.
- (e) When the collection teams have completed the work as directed by the Collection Team Supervisors, they shall be on standby at designated places pending receipt of instructions from the Collection Team Supervisors for the next round of work.
- (f) The Contractor shall fully co-operate with the Government Representative and comply with the instructions and directions on all matters relating to the Contract. The Contractor shall perform the Services in a manner fully and strictly in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative.
- (g) The Government Representative may suspend the Services in any locations where he in his sole discretion considers this necessary due to adverse weather conditions, physical or geographical limitation, emergency or other special circumstances. No payment in compensation or otherwise shall be due or payable to the Contractor by the Government for any Services which are so suspended or in respect of any increase or accumulation of Dead / Debilitated / Trapped Birds arising during suspension of the Services or any other circumstances.
- (h) The Contractor acknowledges that the number of Dead / Debilitated / Trapped Birds for collection in different locations may fluctuate from time to time due to public awareness, population density, weather, seasonal changes and other factors. The Contractor shall make necessary allowance and provide adequate resources to cope with any increased or decreased number of Dead / Debilitated / Trapped Birds to be collected. The Government may require from time to time an increase in the frequency of collection of Dead / Debilitated / Trapped Birds. The Contractor agrees and acknowledges that the Government shall not be liable to any additional

payment if the frequency of collection is increased.

- (i) Except in the circumstances as provided for in Clause 2 of the Special Conditions of Contract, the Contractor shall ensure that the Services and the required performance requirements are maintained at all times during the Contract Period, including during severe weather condition.

## **2. Suspension of Services**

- (a) The Contractor shall suspend the Services when tropical cyclone signal No. 8 or above, red or black rainstorm signal is issued. However, the Contractor shall resume normal operation of the Services within two (2) hours immediately after the cancellation of tropical cyclone signal No. 8 or red / black rainstorm signal.
- (b) The Contractor shall, on the instruction of the Government Representative, suspend the Services or any part thereof for such time and in such a manner as the Government Representative may consider necessary.

## **3. Contractor's Acknowledgement**

The Contractor acknowledges that -

- (a) it has made itself thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality required of the Services, cleansing materials, protective clothing, vehicles, bird handling tools, and deployed labour for bird collection teams and Collection Team Supervisors which may be required, and any necessary storage and transportation requirements under the Contract;
- (b) it has been provided with sufficient information to enable it to provide the Services to the Government in accordance with provisions of the Contract; and
- (c) it shall neither be entitled to any additional payment nor be excused from performing any Services under the Contract on the ground of any misinterpretation by the Contractor of any matter or fact relating to the Contract.

## **4. Contractor's Warranties and Undertakings**

The Contractor warrants and undertakes to the Government that -

- (a) the Contractor and every person employed, used or engaged by the Contractor in the performance of the Services hereunder shall have the necessary training, skill,

- experience, qualifications and expertise to perform the Services on the terms and conditions set out in the Contract;
- (b) the Contractor shall carry out the Services in a safe, proper, skilful and professional manner, and shall use its best endeavours to perform the Services to the satisfaction of the Government Representative;
  - (c) the Contractor shall, through the Collection Team Supervisors, keep the Government informed on all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
  - (d) the Contractor shall comply with all applicable laws including without limitation the Employment Ordinance (Cap. 57), Mandatory Provident Fund Schemes Ordinance (Cap. 485) and other relevant legislative provisions in the employment of its staff;
  - (e) the Contractor shall, in addition to the above Ordinances, observe and comply with all other applicable laws and requirements or regulations imposed from time to time by the relevant authorities in connection with the performance of the Services under the Contract, in particular
    - (i) Wild Animals Protection Ordinance (Cap. 170);
    - (ii) Public Health and Municipal Services Ordinance (Cap. 132);
    - (iii) Protection of Endangered Species of Animals and Plants Ordinance (Cap. 586); and
    - (iv) Prevention of Cruelty to Animals Ordinance (Cap. 169).
  - (f) the Contractor shall not, except with the written consent of the Government Representative, undertake any work or perform any services beyond those specified herein;
  - (g) all Workmen employed, used or engaged under the Contract shall have signed a written Standard Employment Contract in Chinese in the format as set out in Contract Schedule 9 before the commencement of the Contract Period (or the time when such Workmen are employed, used or engaged in the performance of the Services (if later)); and
  - (h) the Contractor shall make such arrangements as are necessary that will enable it or a manager of sufficient experience to attend meetings with the Government Representative within twenty-four (24) hours of such a request having been made (or attend immediately at any time in the case of emergency). When requested

by the Government Representative, the Contractor or its manager shall –

- (i) attend and participate in meetings arranged with any persons, groups or associations whom the Government Representative agrees to meet in relation to the Services in order to handle complaints or deal with suggested orders or improvements in relation to the Services; and
- (ii) prepare written reports on any aspects relating to the Services as instructed by the Government Representative.

## 5. Contractor's Vehicles, Equipment, Materials and Tools

- (a) The Contractor shall during the entire Contract Period provide at its own expense all vehicles, equipment, materials and tools for the safe, proper and efficient performance of the Services. Such vehicles, equipment, materials and tools shall be of the type approved by the Government Representative and available for inspection by the Government Representative **at least four (4) weeks before the commencement of the Contract Period**. If required by the Government after the inspection by the Government Representative, the Contractor shall carry out all necessary remedial actions to the satisfaction of the Government Representative at least two (2) weeks before the commencement of the Contract Period.
- (b) All vehicles, equipment, materials and tools used for the performance of the Services shall be safe, of good working condition, free of excessive noise, odour, smoke or other emission, and properly maintained. If the Government Representative is of the opinion that the vehicles, equipment, materials or tools are inadequate or inefficient, the Contractor shall replenish, repair or replace such vehicles, equipment, materials or tools within a reasonable time to the satisfaction of the Government Representative.
- (c) The Contractor shall remove all equipment, materials and tools from the Collection Point directed by Government Representative after collection of Dead / Debilitated / Trapped Birds so that they shall not cause any nuisance or obstruction to the public.
- (d) The Contractor shall ensure that all vehicles, equipment, materials and tools are kept in a clean and sanitary condition. All such vehicles, equipment, materials and tools must be washed and disinfected with diluted household bleach (1 part of household bleach in 49 parts of water) thoroughly every time after use.
- (e) The Contractor shall cause all vehicles, equipment, materials and tools to bear such words or signs as the Government Representative may require. No

vehicles, equipment, materials or tools shall bear any advertising matter of any sort without the prior written consent of the Government Representative.

- (f) The Contractor shall pay all costs, charges and expenses whatsoever of or incidental to the provision, management, operation, use, maintenance and replacement of the vehicles, equipment, materials and tools.

## 6. Employment of Staff and Manner of Supervision

- (a) The Contractor shall at its own expense provide adequate number of staff to form collection teams on each shift every day for the performance of Services under the Contractor.
- (b) The Contractor shall provide the Government Representative **at least two (2) weeks before the commencement of the Contract Period** with details of all persons intended to be employed, used or engaged by the Contractor in the performance of the Services, which shall include the names, ages and identity card numbers of such persons and their respective areas of responsibility. In case there is a change of any such persons, the Contractor shall submit such details of substitutes to the Government Representative within three (3) days in advance. This clause shall not apply to the employment of the Infection Control and Training Officer or the Collection Team Supervisors.
- (c) Any person employed, used or engaged by the Contractor in the performance of the Services shall be -
  - (i) in good health;
  - (ii) physically capable of executing the Services timely and properly;
  - (iii) suitably trained and sufficiently experienced;
  - (iv) able to deal with the public politely; and
  - (v) able to communicate in Cantonese.
- (d) The Contractor shall **at least two (2) weeks before the commencement of the Contract Period**, nominate for Government Representative's approval two (2) Collection Team Supervisors for respective Morning and Evening Shifts and one (1) Collection Team Supervisor for Overnight Shift (which approval may at any time be withdrawn). The nomination shall set out the names, qualifications and experience of the nominated Collection Team Supervisors. Such Collection Team Supervisors shall possess experience in management of minor staff and possess knowledge to deal with the problems arising from the collection teams. Such Collection Team Supervisors shall be the representatives of the Contractor who have full authority to make all necessary decisions on behalf of the Contractor

- regarding the provision of the Services under the Contract and to receive all instructions from the Government Representative. Such Collection Team Supervisors shall manage the Bird Collection Information and Service Centre, supervise, co-ordinate and monitor the Services provided by collection teams and maintain a log book in the Bird Collection Information and Service Centre recording details of calls received from the Government Representative and actions taken. Each Collection Team Supervisor shall be equipped at the Contractor's own expense with mobile phone or pager so that he can be contacted at all times by the Government Representative during the Contract Period. If a Collection Team Supervisor resigns or for whatever reasons can no longer execute his duties under the Contract, the Contractor shall promptly assign a competent substitute and inform the Government Representative immediately. The deployment of such substitute shall be subject to the Government's approval.
- (e) The Contractor shall ensure that at least two (2) Collection Team Supervisors for respective Morning and Evening Shifts and one (1) Collection Team Supervisor for Overnight Shift shall be in attendance when the collection teams are at work so they are at all times adequately supervised. Also, each collection team shall be equipped at the Contractor's own expense with mobile phone or pager, digital camera and GPS receiver at all times during the Contract Period.
- (f) The Collection Team Supervisors shall respond promptly to any form of communication or request made by the Government Representative to them at any time during the Contract Period.
- (g) The Contractor shall **at least three (3) weeks before the commencement of the Contract Period**, nominate for Government Representative's approval at least one (1) Infection Control and Training Officer. The nomination shall set out the names, qualifications and experience of the nominated persons. Such Infection Control and Training Officer shall possess at least two (2) years of experience in training minor staff and in the planning of infection control. Such Infection Control and Training Officer shall be a representative of the Contractor and shall conduct audit to ensure all Contractor's employees and other persons employed, used or engaged by the Contractor in the performance of the Services strictly follow the infection control measures at work. He shall be responsible for the training of all Contractor's Employees and other persons employed, used or engaged by the Contractor in the performance of the Services on infection control; supervising, monitoring the Services provided by the Contractor from the view of infection control. If an Infection Control and Training Officer resigns or for whatever reasons can no longer execute his duties under the Contract, the Contractor shall promptly assign a competent substitute and inform the Government Representative



immediately. The deployment of such substitute shall be subject to the Government's approval. Approval given by the Government for the appointment of the Infection Control and Training Officer may be revoked by the Government at any time without any obligation on the Government to give reasons for the revocation.

- (h) The Infection Control and Training Officer shall be responsible for the training of all newly recruited Contractor's Employees and other persons employed, used or engaged by the Contractor in the performance of the Services on principles of infection control and any related measures applicable to their duties. He shall provide annual refresher training at the time specified by the Government Representative for all Contractor's Employees and other persons employed, used or engaged by the Contractor in the performance of the Services to review the preventive measures and any other updated information on infection control. The Contractor shall ensure all Contractor's Employees and other persons employed, used or engaged by the Contractor in the performance of the Services strictly comply with all personal protective measures at work. Such officer shall review the work plan from time to time and provide recommendations to improve the efficiency and effectiveness of the Services from the infection control point of view.

## **7. Specifications of Collection Vehicles**

- (a) The driver and/or passenger compartment and the goods-carrying compartment of the Collection Vehicles shall be completely separated to ensure protection of the collection team members.
- (b) The goods-carrying compartment of each Collection Vehicle for delivery of Debilitated / Trapped Birds shall be with good ventilation. The driver and/or passenger compartment and the goods-carrying compartment shall utilise two (2) completely independent ventilation systems. There shall be measures to prevent exhaust of the goods-carrying compartment from entering into the driver and/or passenger compartment by any means.
- (c) All Collection Vehicles shall be environmental friendly and shall comply with the vehicle emission standards.
- (d) Each Collection Vehicle shall be equipped with adequate tools and materials for handling Dead / Debilitated / Trapped Birds in accordance with the provisions of the Contract.
- (e) The windscreen of each Collection Vehicle shall be labelled with the characters "漁護署合約承辦商" and the words "Contractor of AFCD".

## **8. Uniforms and Name Badges of Contractor's Employees and Others**

- (a) The Contractor shall ensure that all its employees and other persons employed, used or engaged by the Contractor in the performance of the Services shall wear the uniform and Special Protective Clothing specified by the Government properly when they are performing the Services. The design and specifications of the uniform are set out in Contract Schedule 7. The Infection Control and Training Officer shall **at least three (3) weeks before the commencement of the Contract Period**, propose for Government Representative's approval the use of Special Protective Clothing. The proposal shall set out the brands, types, designs, model numbers, dimensions and materials of such clothing with samples. In case there is a change of any such clothing, the Infection Control and Training Officer shall submit each of such detailed specifications of all proposed substitutes to the Government Representative for approval. For the avoidance of doubt, the design and specifications of the Special Protective Clothing are different from those uniform items set out in Contract Schedule 7. Any such uniforms and Special Protective Clothing shall be provided, maintained and replaced (if necessary) by the Contractor at its own expense.
- (b) The Contractor shall provide each employee and each person employed, used and engaged by the Contractor in the performance of the Services with a badge bearing such person's name and his recent photograph and the name of Contractor. The Contractor shall ensure that all its employees and other persons employed, used or engaged by the Contractor in the performance of the Services shall wear the badge on their outer uniform (except when wearing full set of Special Protective Clothing) at the right chest position when they are performing the Services under the Contract.

## **9. Modification and Review of the Management Plan, Work Plan and Contingency Plan of Services provided**

- (a) Upon the commencement of the Contract Period, the Government Representative shall, at any time and from time to time, conduct review of the management plan, work plan and contingency plan for the provision of the Services under the Contract. Where the Government Representative finds that the existing plans are inadequate to perform the Services in accordance with the provisions of the Contract, the Contractor shall, upon request by the Government Representative, introduce without additional payment from the Government revised plans with such modifications to ensure adequate provision of the Services to the satisfaction of the Government Representative.

- (b) At any time during the entire Contract Period, the Contractor shall perform the Services in such order, at such times and such locations as prescribed in the Contract or as the Government Representative may direct from time to time.
- (c) Notwithstanding the foregoing, 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 and shall have the right to require the Contractor to review and revise the management plan, work plan and contingency plan from time to time to the satisfaction of the Government Representative. The Contractor shall not implement the revised management plan, work plan or contingency 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 plans, the Contractor shall implement the revised plans forthwith or on such date specified by the Government Representative.
- (d) The Contractor shall carry out the Services in accordance with the management plan, work plan and contingency plan prepared by the Contractor and approved by the Government Representative. The Contractor shall not vary or amend such plans which are currently in force without the prior written approval of the Government Representative.

#### **10. Use of Collection Vehicles, Equipment, Materials and Tools**

- (a) The Contractor shall ensure that -
  - (i) only those collection team members authorised by the Contractor shall drive and get on the Collection Vehicles or use the relevant equipment, materials and tools for the provision of Services under the Contract and in so doing shall comply with all relevant legislation, regulations and code of practice;
  - (ii) all collection team members shall be fully trained and thoroughly competent in the safe and proper use and operation of all Collection Vehicles and the relevant equipment, materials and tools;
  - (iii) the collection team members shall not leave any equipment, materials or tools at any Collection Point, private or public area, or Government premises after the provision of the Services; and
  - (iv) all Collection Vehicles shall only be used for the transportation of collection team members and the collected Dead / Debilitated / Trapped Birds for the

provision of Services under the Contract.

- (b) The Government shall not be liable for any loss of or damage to any of the Contractor's Collection Vehicles, equipment, materials or tools used for the provision of the Services under the Contract howsoever caused.
- (c) The Government shall not be liable for compensating the Contractor for any losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which may be brought against it by any person and which arise out of or in relation to or by reason of the use or operation of such Collection Vehicles, equipment, materials or tools for the provision of the Services under the Contract.

## **11. Performance**

- (a) The Contractor shall ensure that adequate manpower is deployed for the provision of the Services in any shift of duty throughout the Contract Period. It shall be a breach of the Contract by the Contractor if any of the Contractor's Employees and other persons employed, used or engaged by the Contractor in the performance of the Services:
  - (i) provides or is required to provide services other than the Services under the Contract to the Contractor or to any other persons at any time when he is employed, used or engaged in the performance of the Services under the Contract;
  - (ii) works or is required to work for more than the proposed allowable daily maximum working hours specified by the Contractor in Contract Schedule 2; and
  - (iii) without the written consent of the Government Representative, leaves his work post before the end of his shift without proper replacement being provided by the Contractor.
- (b) The Contractor shall ensure that all its employees and other persons employed, used or engaged by the Contractor in the performance of the Services shall properly sign in and out for the performance of the Services by making correct entry in the attendance records.
- (c) For the avoidance of doubt, it is the Contractor's responsibility to make necessary arrangement of meal breaks and time off for its employees and other persons employed, used or engaged by the Contractor in the performance of the Services

by mutual agreement between the Contractor and such persons.

- (d) The Contractor shall ensure that its employees and other persons employed, used or engaged by the Contractor in the performance of the Services shall report for duty punctually at the designated places as may be directed by the Government Representative from time to time.
- (e) The Contractor shall ensure that the Collection Team Supervisor shall promptly make proper and efficient arrangements with collection teams in corresponding locations to collect all Dead / Debilitated / Trapped Birds after being notified by the Government Representative.
- (f) Except in the circumstances as provided in Clause 11(g) below, the Contractor shall ensure that the collection teams shall collect all Dead / Debilitated / Trapped Birds at any location not later than three (3) hours after being directed by the Government Representative. The locations shall be predominantly free of Dead / Debilitated / Trapped Birds after collection. For Debilitated / Trapped Birds, under no circumstances should it take more than two (2) hours after collection for such birds to be handed over to the Government Representative at the location as specified in Part B(ii) of Contract Schedule 5 or any locations as specified by the Government Representative.
- (g) If the location cannot be readily accessed by the collection team as a result of adverse weather, physical or geographical limitation, emergency or other special circumstances and the Dead / Debilitated / Trapped Birds cannot be collected within three (3) hours after being notified by the Government Representative, the collection team shall take digital photographs of the Dead / Debilitated / Trapped Birds as record and report immediately to the Government Representative via the Collection Team Supervisor by telephone and email. The collection team shall stay at such location pending the Government Representative's final decision. A written report with photographs shall be submitted by the Collection Team Supervisor to the Government Representative within twenty-four (24) hours after receiving direction of collecting the Dead / Debilitated / Trapped Birds through email. After assessment of the condition based on the written report submitted, the Government Representative shall provide suggestions and instructions, including but not limited to using a vehicle-mounted aerial platform, vessel or other feasible means, on collecting the Dead/ Debilitated/ Trapped Birds. The Contractor must follow the suggestions and instructions given by the Government Representative and collect the Dead/ Debilitated/ Trapped birds at its own expense.

- (h) The Contractor shall ensure each of its employees and each person employed, used or engaged by the Contractor to be deployed in the performance of the Services has been trained and equipped with the knowledge on infection control to such a standard as approved by the Infection Control and Training Officer, such as the proper use and disposal of personal protective clothing and equipment.
- (i) All cleaning chemicals must be environmentally friendly. The Contractor shall not use any cleaning chemical of corrosive nature which may cause any personal injury or property damage to the Government, any member of the public or person in the performance of the Services.
- (j) The Contractor shall at its own expense take such safety measures as appropriate in the performance of the Services to prevent any personal injury and infection, or property damage to the Government, any member of the public or person in the performance of the Services.

## **12. Dead / Debilitated / Trapped Bird Collection Operations**

- (a) The collection of Dead / Debilitated / Trapped Birds shall be carried out in a professional manner without causing unreasonable obstruction or annoyance to the public; and all appropriate measures shall be taken so as to minimise any nuisance caused during the provision of the Services.
- (b) After removal of the Dead / Debilitated / Trapped Birds, the Contractor shall clean and disinfect the surrounding area of the Collection Point thoroughly with diluted household bleach (1 part of household bleach in 49 parts of water).
- (c) Plastic bags, provided at the Contractor's own expense, shall be used to store the Dead Birds collected and shall be tightly sealed.
- (d) Appropriate measures, such as no compression or rough handling, shall be taken so as to minimise breakage of the bags containing the collected Dead Birds.
- (e) Cotton bags / perforated plastic bags or cages of suitable size shall be used for handling Debilitated / Trapped Birds so as to avoid cruelty to animals.
- (f) Any Dead / Debilitated / Trapped Birds collected shall be labeled properly as that in Part G of Contract Schedule 5 at once on site. The labels and markings shall be recognisable throughout the transporting route and shall be readable by the Government Representative upon receipt.

- (g) The Contractor's Employees and all other persons employed, used or engaged by the Contractor in the performance of the Services in Parts C to E of Contract Schedule 5 shall wear Special Protective Clothing when handling Dead / Debilitated / Trapped Birds so as to avoid direct contact with or accidental ingestion of animal tissue, fluid or blood. The Special Protective Clothing shall be disposed of properly at once every time after each collection.
- (h) For every collection case, at least three (3) photos each with a resolution not lower than eight (8) megapixels showing the actual environment of the locations where the Dead / Debilitated / Trapped Birds are collected shall be taken. Such photos shall be kept in a proper and safe manner for at least thirty (30) days and provided upon request of the Government Representative. The Contractor shall destroy such photos within seven (7) days after the keeping period of thirty (30) days unless there are prior and/or immediate instructions from the Government Representative.
- (i) All Dead / Debilitated / Trapped Birds collected shall be transported by the Collection Vehicles to the designated sites as directed by the Government Representative.

### **13. Handling of Collected Dead / Debilitated / Trapped Birds**

- (a) Dead / Debilitated / Trapped Birds collected under the Contract shall become the sole property of the Government. The Contractor shall be fully responsible for the safe custody of all collected Dead / Debilitated / Trapped Birds.
- (b) The Contractor shall deliver all Dead / Debilitated / Trapped Birds collected in the course of performance of the Services to the locations set out in Part B of Contract Schedule 5 or other designated locations as directed by the Government Representative. Delivery of Dead / Debilitated / Trapped Birds to other locations is strictly forbidden.
- (c) Under no circumstances shall the collected Dead / Debilitated / Trapped Birds be offered for sale, bartered, consumed, or delivered to any place for whatever reason other than to the locations set out in Part B of Contract Schedule 5.
- (d) The Contractor shall ensure that all bird carcasses collected in the course of performance of the Services shall be handled and disposed of in accordance with the guidelines set out in Part C of Contract Schedule 5. Improper disposal of bird carcasses such as dumping into sea, down the slopes, on-site incineration or in places other than the approved disposal locations set out in Part B of Contract

Schedule 5 is strictly prohibited.

- (e) The Contractor shall take all appropriate measures so as to avoid exposure of bird carcasses during delivery.
- (f) The Government shall not be liable for compensating the Contractor for any losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which may be brought against it by any person and which arise out of, in relation to or by reason of the Contractor's handling, disposal or delivery of the Dead / Debilitated / Trapped Birds under the Contract.

#### **14. Site Record, Return and Report**

- (a) The Contractor shall keep a detailed record showing the number of Dead / Debilitated / Trapped Birds collected in form of a daily report as set out in Part F of Contract Schedule 5 in respect of each collection operation at any location. Not later than 8:30 am every day, the Contractor shall submit a copy of such daily report showing in detail the Services performed in the immediate preceding day to the Government Representative through the Collection Team Supervisor by fax and email. Formats of such records and reports shall be reviewed and revised as may be directed by the Government Representative from time to time. The Contractor shall keep and maintain such records properly.
- (b) The Contractor shall at its own expense provide any other information and documentation as may be requested by the Government Representative relating to the provision of the Services.
- (c) All data and information collected, records, reports and whatsoever in relation to the Services shall be kept in a safe manner as directed by and to the satisfaction of the Government Representative. The Contractor is required to submit a list of authorised persons and parties who would access, keep, handle and distribute such data, information, records, reports and whatsoever in relation to the Services at least three (3) days in advance to the Government Representative.
- (d) Only persons and/or parties authorised by the Government Representative could access, keep, handle and distribute such data, information, records, reports and whatsoever in relation to the Services. All such data, information, records, reports and whatsoever in relation to the Services shall not be stored, removed, copied and/or replicated in any manner without the approval of the Government Representative.



- (e) It is the sole discretion of the Government Representative who has the absolute right to review and amend the security measures in Clauses 14(c) and 14(d) at any time it is deemed necessary.
- (f) All data and information collected, records, reports and whatsoever in relation to the Services shall be destroyed in such a manner as directed by the Government Representative within one (1) month upon expiry of the Contract and / or after termination of the Services.

## **15. Inconvenience or Annoyance Caused**

- (a) The Contractor shall ensure that its employees and other persons employed, used or engaged by the Contractor in the performance of the Services shall perform their duties in an orderly manner and in as quiet a manner as may be practicable having regard to the nature of the duties being performed by them. The Contractor shall also use its best endeavours to avoid causing nuisance and obstruction to the general public whilst performing the Services. The Government shall be, without prejudice to any rights it has under the Contract and without releasing or discharging the Contractor of its obligations hereunder, entitled to require the Contractor to suspend performing the Services or any part thereof to prevent any nuisance or obstruction caused to the public.
- (b) In the event that the Services are suspended under Clause 15(a) above, the Monthly Payment to the Contractor by the Government Representative shall be made on a pro rata basis for the number of days and/or for the part of the Services which have actually been performed.

## **16. Contractor's Employees and Others**

- (a) The Contractor shall be responsible for the good conduct of its employees and all other persons employed, used or engaged by the Contractor in the performance of the Services while they are performing the Services under the Contract and shall ensure that they behave accordingly and are fit for their tasks. The Contractor shall also ensure that an appropriate award and discipline system is put in place to (i) reward the good performance staff and (ii) take disciplinary action against defaulting staff.
- (b) Without prejudice to any other rights or remedies which the Government has under the Contract, the Government Representative shall be entitled to request on reasonable grounds (including but not limited to medical, security and disciplinary grounds and/or on grounds of incompetence or inattentiveness) the immediate

removal or replacement of any of the Contractor's Employees or any other persons employed, used or engaged by the Contractor in the performance of the Services.

- (c) The Contractor shall at its own expense replace any employees or any other persons employed, used or engaged by the Contractor in the performance of the Services so removed as soon as possible by a competent substitute.
- (d) The Government shall in no circumstances be liable either to the Contractor or to its employees or any other persons employed, used or engaged by the Contractor in the performance of the Services in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Government against any claim made by such employees or persons against the Government.

#### **17. Contractor's Responsibility in Personnel Management**

- (a) The Contractor shall not employ, use or engage any person of known bad character, disorderly conduct, or violent character in the performance of the Services.
- (b) In compliance with Clause 17(a) above, the Contractor shall make diligent efforts to scrutinise the background of the potential persons before employing, using or engaging them in the performance of the Services under the Contract.
- (c) If the Contractor's Employees or any other persons employed, used or engaged by the Contractor in the performance of the Services has assaulted or wounded any person in the course of Contract performance, the Contractor shall be held prima facie responsible for that person's unlawful act and is in breach of Clause 17(a) above unless it can submit a reasonable explanation to the satisfaction of Government Representative within seven (7) days from the said incident to exculpate itself from the alleged failure to meet the requirement under Clause 17(a) above.
- (d) If the Contractor fails to give an explanation satisfactory to the Government Representative, the Contractor shall be found in breach of Clause 17(a) above which is one of the conditions of the Contract and such breach shall warrant a termination of the Contract.
- (e) The Government Representative shall be entitled to refuse admission to or evict from any premises or any part thereof occupied by the Government any person employed, used or engaged by the Contractor (including but not limited to staff

failing to wear the approved uniform, name badge and Special Protective Clothing at work), whose presence will, in the opinion of the Government Representative, be undesirable. The Contractor shall immediately provide acceptable and competent substitute workers to continue the performance of the Services under the Contract.

## **18. Behaviour of Contractor's Employees and Others**

- (a) The Contractor shall be responsible for the good conduct of its employees and other persons employed, used or engaged by the Contractor in the performance of the Services when they are performing the Services under the Contract.
- (b) The Contractor shall ensure that none of its employees or other persons employed, used or engaged by the Contractor in the performance of Services shall misbehave in the following manner when they are performing the Services –
  - sleeping;
  - idling;
  - smoking;
  - preparing meals;
  - eating;
  - reading newspaper and/or magazine;
  - staying away from work location;
  - attending to audio-visual or other forms of entertainment;
  - consuming alcoholic drink;
  - hanging and/or drying clothing and/or article in or around Government premises;
  - wearing improper uniform or name badge;
  - using abusive language against the Government Representative or public; or any other items of misbehaviour that have been notified in writing to the Contractor by the Government Representative; and
  - bringing non-staff to work location.
- (c) The Contractor shall ensure that all persons employed, used or engaged by the Contractor in the performance of Services shall show their staff identity cards or other documentary proof showing their identities as representatives of the Contractor when they are performing the Services under the Contract.
- (d) The Contractor shall ensure that all persons employed, used or engaged by the Contractor in the performance of the Services shall maintain the highest standard of

hygiene, courtesy and consideration in performing the Services.

- (e) The Contractor and all persons employed, used or engaged by the Contractor in the performance of the Services shall deal promptly and courteously with the Government Representative, the general public and all others with whom they may have contact in the performance of the Services.

## **19. Inspection and Rejection**

- (a) In connection with the carrying out of the Services, the Government Representative shall at any time be entitled to inspect the Services and the Collection Vehicles, equipment, materials and tools used or to be used in the Services. The Government Representative shall be entitled to interview any of the Contractor's Employees and any other persons employed, used or engaged by the Contractor in the performance of the Services and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.
- (b) The Services performed shall before payment be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative. The Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified such unsatisfactory performance.
- (c) Within twenty-four (24) hours of being notified in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services.
- (d) If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 19(c) above or to provide staff in accordance with Clause 20 hereof, the Government may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by other contractors. All costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Contractor by deducting such sums from any money due or becoming due to the Contractor under this or other contracts with the Government.

## **20. Level of Wages and Working Conditions for Workmen**

- (a) (i) The Contractor shall pay to its Workmen engaged in the carrying out of the

Services at not less than the SMW plus rest day pay rate. For the Contractor's reference, the SMW plus rest day pay rate on the basis of six (6) working days per week, eight (8) working hours per day excluding meal break and thirty-one (31) calendar days in a month<sup>1</sup> is HK\$ 8,556.

- (ii) The monthly wage for Workmen with working hours deviating from eight (8) working hours per day and six (6) working days per week shall be determined on the basis of the corresponding maximum number of normal working days plus paid rest days per month<sup>2</sup>. If the number of working hours per day and/or the number of working days per month required for a Workman is different, the minimum monthly wages payable by the Contractor to its Workmen shall be calculated according to the hourly wage of HK\$ 34.50 or any adjusted wage level brought about by future revisions of the SMW plus rest day pay rate.

As a reference, if the Workman :

- works 6 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be 31 days  
 $[6 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 31 \text{ days}$   
 and his/her monthly wages shall not be less than \$8,556.0 ;
- works 5.5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **29 days**  
 $[5.5 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 29 \text{ days}$   
 and his/her monthly wages shall not be less than **\$8,004.0**  
 $[\$8,556.0 \div 31(\text{days}) \times 29(\text{days}) = \$8,004.0]$ ;
- works 5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **27 days**  
 $[5 \text{ (days)} + 1 \text{ (day)}] \times 4 + 3 \text{ normal working days/paid rest day} = 27 \text{ days}$   
 and his/her monthly wages shall not be less than **\$7,452.0**  
 $[\$8,556.0 \div 31(\text{days}) \times 27(\text{days}) = \$7,452.0]$ ;
- works 6 days per week and 6 hours per day, his/her monthly wages shall not be less than **\$6,417.0**  
 $[\$8,556.0 \div 8(\text{hours}) \times 6(\text{hours}) = \$6,417.0]$ ; or
- works 6 days per week, 8 hours per day plus 1-hour paid meal time which is counted as hours worked, his/her monthly wages shall not be less than **\$9,625.5**  
 $[\$8,556.0 \div 8(\text{hours}) \times 9(\text{hours}) = \$9,625.5]$ .

<sup>1</sup> HK\$ 8,5560 = \$ 34.5 x 8 (hours) x 31 (days). Example 1 of the "Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts" at [http://www.afcd.gov.hk/english/tender/tender\\_rel/tender\\_rel.html](http://www.afcd.gov.hk/english/tender/tender_rel/tender_rel.html) refers.

<sup>2</sup> The maximum number of normal working days plus paid rest days shall be determined as follows: [number of normal working days per week + 1 paid rest day per week x 4 (weeks)] + maximum number of working days/paid rest day for the remaining week]. The maximum number of working days/paid rest day for the remaining week shall be equal to the number of normal working days per week + 1 paid rest day, or 3 days, whichever is lower.

- (b) During the Contract Period, the monthly wage payable to each Workman shall not be less than (i) the monthly wage committed by the Contractor; or (ii) any adjusted wage level brought about by future revisions of the SMW plus rest day pay rate, whichever is the higher.
- (c) **The Contractor shall not allow any Workmen including relief workers to work for more than ten (10) hours (excluding meal break) in any twenty-four hour (24) period unless with the prior written consent of the Government Representative.**
- (d) The Contractor undertakes and warrants that it shall pay each Workman at the time and in the manner as stated in Clauses 20(a), 20(b) and 20(c).
- (e) The Contractor shall promptly pay wages to the Contractor's Employees, failure to do so will entitle the Government to terminate the Contract.
- (f) Any breach of the wage level and/or maximum allowable daily working hours undertaking shall be a material breach of the Contract and shall entitle the Government to terminate the Contract under Clause 22 of the Special Conditions of Contract.
- (g) If the Contractor fails to comply with Clause 20 or Clause 21 of the Special Conditions of Contract, the Government may have a right to seek appropriate remedies which include but not limited to the right to terminate the Contract under Clause 22 of the Special Conditions of Contract.
- (h) The Contractor shall ensure and procure that its contracts with its agent shall contain a clause to the same effect as Clause 20. The Contractor shall ensure that any default of the said clause by its agent shall be readily remedied. Any failure of its agent to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor under this Clause entitling the Government to terminate the Contract forthwith thereunder.
- (i) A Demerit Point system is maintained by the Government under which for each instance of breach of the commitment relating to wages, daily maximum working hours, signing of Standard Employment Contract and wage payment by means of autopay as set out in Clauses 20(a), 20(b), 20(c), 21(b), 21(d) and 21(e), a Notice of Default in Employment Commitment carrying one Demerit Point will be issued to the defaulting Contractor. The Demerit Points given to the Contractor from Government departments will be taken into account by the Government in tender

evaluation of the Contractor's future bids for all Government service contracts the performance of which will rely heavily on deployment of non-skilled workers and upon the Demerit Points received by the Contractor whether pursuant to the Contract or any other contract for services with the Government reaching a threshold from time to time determined by the Government, will disqualify the Contractor automatically for subsequent Government tenders.

- (j) The Contractor shall comply with the terms and conditions set out in the written Standard Employment Contract. If the Contractor is in breach of the terms and conditions in the Standard Employment Contract not in connection with wages, daily maximum working hours referred to in Clauses 20(a) and/or 20(b) and/or 20(c), signing of Standard Employment Contract referred to in Clause 21(b) or 21(d) and payment by means of autopay referred to in Clause 21(e) and not in connection with offences under the Ordinances referred to in Clause 23(a)(xiv) of the General Conditions of Contract, the Government Representative shall be entitled to serve a default notice upon the Contractor ("Default Notice"). The Default Notice given to the Contractor will be taken into account in tender evaluation of the Contractor's future bids for Government service contracts the performance of which will rely heavily on the deployment of non-skilled workers.
- (k) The issue of Notice of Default in Employment Commitment or Default Notice shall not be construed as prejudicing or limiting any other rights and powers of the Government under the Contract (including without limitation the right to terminate the Contract under Clause 23 of General Conditions of Contract).

## **21. Personnel Records**

- (a) The Contractor shall prior to the commencement of the Services provide for the Government Representative's record details of all employees employed by the Contractor and maintain proper current and accurate records of all employees employed by the Contractor for performance of the Contract. Such records shall include the names, photographs, grades, posts, sex, identity card numbers, ages and training of the employees. In the event of a change of employees, the Contractor shall submit details of all the incoming employees to the Government Representative within three (3) days after such change.
- (b) The Contractor undertakes and warrants that it shall enter into the Standard Employment Contract with each and every Workman who is employed to work under the Contract for more than seven (7) days and specify the posts of the Contractor's Employees with whom the Contractor enter into the Standard Employment Contract.

- (c) The Contractor shall maintain proper, current and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to the Contractor's Employees, bank autopay return, receipt of wages, allowances and record of contribution to the statutory provident fund schemes. Such records shall also include the name, identity card number, age, photograph, grade, qualification and/or record of experience of each of the Contractor's Employees.
- (d) The Contractor shall within two (2) weeks from the commencement of the Contract Period provide the Government Representative with a copy of Standard Employment Contract entered into under Clause 21(c) hereof at its own costs. In the event that there is any subsequent change of the terms of Standard Employment Contract with the Workmen as approved by the Government Representative, the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new Standard Employment Contract entered into or any employment contract as amended, as the case may be, at its own costs.
- (e) The Contractor shall keep proper record of all amendments, variation or cancellation to the Standard Employment Contracts and the payment to staff. The method of autopay for payment of wages (except temporary leave relief of employment period not longer than seven (7) days) shall be adopted. Payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned, and in exceptional circumstances, such as a new employee with insufficient time for autopay arrangement before pay date, in which event the Contractor shall obtain and keep proper record of official receipt from the Workmen.
- (f) Any breach of the undertaking in Clause 21(b) in respect of Standard Employment Contract with its Workmen may be construed as a material breach of the Contract and the Government Representative may have right to seek other appropriate remedies which include the right to terminate the Contract.
- (g) The Contractor shall not vary the terms and conditions of the Standard Employment Contract without the prior written approval of the Government Representative.
- (h) If requested by the Government Representative, the Contractor shall produce evidence to satisfy the Government Representative that the terms and conditions specified in the Standard Employment Contract have been complied with. The Government Representative may at any time during the Contract Period approach



the Workmen to verify the information provided by the Contractor. If requested by the Government Representative, the Contractor shall make arrangement for any or all of the Workmen to meet the Government Representative or the representative of the relevant enforcement agencies.

- (i) The Contractor shall obtain consent from the Workmen or other employees employed indirectly with the approval given by the Government Representative under the Contract for disclosure of their personal data, the Standard Employment Contracts and all other records of employment to the Government Representative and the representatives of the Labour Department for the purposes of the Contract.
- (j) All records stated in this Clause shall be open for inspection by the Government Representative at any time.

## **22. Immediate Termination of Contract**

- (a) The Contractor agrees and undertakes to perform the Services in accordance with the terms and provisions of the Contract.
- (b) Without prejudice to other provisions of the Contract and to any other right, actions or remedy which shall have accrued or shall accrue thereafter to the Government, the Government may at any time terminate the Contract forthwith if the Contractor is in breach of any of the commitments set out in Clause 20 or 21 of the Special Conditions of Contract, or is convicted of any criminal offence during the Contract Period in relation to the Services or the Contractor's Employees. The Government may recover all losses, damages, costs and expenses suffered or incurred by the Government (including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s)). In such event, the Government may deduct from any money due to the Contractor under this Contract and under any other Government contracts the losses, damages, costs and expenses.

## **23. Deductions**

- (a) Except in the circumstances as provided for in Clauses 1(g) and 2 hereof, the Contractor shall ensure that at all times its staff in any grade employed, used or engaged to perform the Services shall not be fewer than the numbers specified by it in Contract Schedule 2. In the event of resignation, dismissal, refused admission or absence of any such staff, the Contractor shall promptly provide adequate and competent replacements. Failure to comply with this Clause shall, without prejudice to any other provisions of the Contract and other rights and

remedies that the Government has or may have against the Contractor, entitle the Government not to make any payment for any such staff to the Contractor. The payment not to be made (to be rounded to the nearest dollar) shall be equivalent to a sum calculated in accordance with the formula below –

$$\frac{\text{Duration of absence (in minutes) of the staff}}{27 \text{ (days)} \times 8 \text{ (hours)} \times 60 \text{ (minutes)}} \times \text{Monthly wage of the type of staff stated in Contract Schedule 2}$$

- (b) Except in the circumstances as provided for in Clauses 1(g) and 2 hereof, the Contractor shall complete the Dead / Debilitated / Trapped Bird collection service in three (3) hours after being notified by Government Representative. Failure to comply with this Clause shall, without prejudice to any other provisions of the Contract and other rights and remedies that the Government has or may have against the Contractor, entitle the Government to deduct from the Monthly Payment payable to the Contractor for sending Government staff to complete the service. The payment to be deducted (to be rounded to the nearest dollar) for each uncompleted service shall be equivalent to a sum calculated in accordance with the formula below –

The calculation is based on the cost of completing such collection service by Workman I hiring a medium van with driving staff from Government Logistics Department.

Labour Cost:

Post	Mid-point Monthly Salary	Max. Payable Hourly Overtime Allowance to the Nearest Dollar (= 1/140 of Monthly Salary)
Workman I	HK\$ 14,700	HK\$ 105

Transportation Cost:

Hourly rate for hiring a medium van with driving staff from Government Logistics Department = HK\$ 343(Core Hours)  
or HK\$ 366(Overtime Hours)

$$\frac{\text{Duration of delay (in minutes) in completing collection service}}{60 \text{ (minutes)}} \times \frac{\text{Hourly Payable OT Allowance of Workman I}}{60 \text{ (minutes)}} + \text{Hourly Medium van Hiring Rate with driving staff}$$

- (c) In case of dispute, the decision of the Government Representative shall be final.

## 24. Sub-contracting

The Contractor must not enter into any sub-contracts with any person for the performance of any or all parts of the Contract.

## 25. Permits

- (a) The Contractor shall at its own expense apply for Closed Area Permits and Closed Road Permits for the admission of all Collection Vehicles and members of the

collection teams to Frontier Closed Areas of Hong Kong from Hong Kong Police Force or other permits for admission to Government premises for the collection of Dead / Debilitated / Trapped Birds under the Contract.

- (b) The Contractor shall ensure that the Closed Area Permits or other permits so issued shall be used strictly in accordance with the conditions of such permits and for the performance of the Services. Any misuse of such permits may be a criminal offence.
- (c) Any permit so issued shall be returned to the Government Representative on demand by the Government Representative, or upon termination of the Contract, or cessation of the bearer's employment or engagement with the Contractor, or cessation of the use of the relevant vehicles for the performance of the Services, as the case may be.

## **26. Monies or Valuables Found**

All monies or other items of value found by the Contractor or any person employed, used or engaged by the Contractor in the performance of the Services during the performance of the Services at any place shall be handed to the Government Representative as soon as possible and a written receipt obtained therefore.

## **27. Contract Deposit**

- (a) Where the Contractor elects to provide a banker's guarantee in settlement of the Contract Deposit, such guarantee must remain in force from the date of the commencement of the Contract until six (6) months after the expiry of the Contract Period or after all contractual obligations and liabilities have been completed and performed, whichever is later.
- (b) Without prejudice to any of the Government's other rights and remedies, the Government shall have the right to deduct from the Contract Deposit or call on the banker's guarantee (irrespective of whether or not a demand for payment has been made against the Contractor) any amount payable by the Contractor to the Government under the Contract but which remains outstanding.
- (c) Where any deduction shall be made by the Government from the Contract Deposit or a call shall be made on the banker's guarantee during the Contract Period, the Contractor shall, within fourteen (14) days on demand in writing by the Government, deposit a further sum or provide a further banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of

and form part of the Contract Deposit.

- (d) If the Contractor fails to replenish the Contract Deposit in accordance with Clause 27(c) hereof, without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith by notice in writing to the Contractor.
- (e) Upon the expiry or sooner termination of the Contract, and further upon all of the Contractor's obligations having been performed and discharged to the satisfaction of the Government and subject to the Government's exercise of its right to make any deduction from the Contract Deposit under Clause 27(b), the Contract Deposit (if in the form of cash, cheque or cashier's order) will be refunded to the Contractor without interest; or, if in the form of a banker's guarantee, such banker's guarantee shall be discharged or released.

## **28. Recruitment of Staff**

- (a) The Contractor shall make its own arrangements in regard to the sufficient and suitable provision of such employees required for the execution, completion, and maintenance of the Services and all such arrangements shall be in accordance with the general local usage and the Employment Ordinance (Cap. 57) and subject to such regulations as the Government may from time to time require to be observed.
- (b) As far as practicable, all staff shall be engaged in Hong Kong.

## **29. Relationship of the Parties**

- (a) The Contractor enters into the Contract with the Government as an independent contractor only. The Contractor shall not represent itself and shall ensure that no persons employed, used or engaged by the Contractor in the performance of the Services shall represent themselves as an employee, agent, partner or servant of the Government.
- (b) Nothing herein shall be construed in any way as constituting a partnership, agency between the Government and the Contractor and neither party shall (without the consent in writing of the other) commit the other to any obligation whatsoever.

## **30. Confidentiality**

- (a) The Contractor undertakes to the Government that during the continuance in force of the Contract and at any time thereafter, save and except in strict accordance hereof, the Contractor shall and shall procure its employees and other persons employed, used or engaged by the Contractor in the performance of the Services:
- (i) to maintain in strict confidence the Confidential Information and shall not disclose to any person any of the Confidential Information without the prior written consent of the Government;
  - (ii) to use or reproduce any of the Confidential Information only for the sole purpose of performing the Services and shall not use or reproduce or allow to be used or reproduced, directly or indirectly, any of the Confidential Information for any other purposes without the prior written consent of the Government; and
  - (iii) not to sell or offer to sell any of the Confidential Information
- (b) The Contractor shall restrict in an appropriate manner the disclosure of the Confidential Information and shall only disclose it to its employees and other persons employed, used or engaged by the Contractor in the performance of the Services who are required to have access to the Confidential Information for the sole purpose of performing the Services. The Government reserves the right to make the final decision as to whether the disclosure to a person is necessary and the Contractor shall comply with such decision. The Government may also stipulate the scope and extent and other conditions for such disclosure which shall be strictly complied with by the Contractor and the intended recipient.
- (c) The Contractor shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.
- (d) The Contractor shall protect the Confidential Information using not less than the same standard of care the Government applies to its Confidential Information and shall at the Contractor's own expense take such measures as are necessary, whether by adequate security systems, legal proceedings or otherwise, to ensure compliance with the confidentiality obligation.
- (e) The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any

Confidential Information in whatever form. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.

- (f) The Contractor shall be liable to pay the Government damages, at law or in equity, in respect of any breach of its confidentiality obligation hereunder. If the Contractor has made profits in breach of its confidentiality obligation, the Contractor shall account to the Government for all the profits derived from the use of the Confidential Information.
- (g) The Contractor acknowledges that a breach of the confidentiality obligation by the Contractor shall entitle the Government to equitable relief including injunction. Such remedy shall not be deemed to be the exclusive remedy for such breach but shall be in addition to all other remedies available at law.
- (h) The Contractor shall indemnify the Government in full and keep the Government harmless from and against any and all losses, damages, claims, costs, expenses and liabilities which the Government may suffer, incur or sustain in connection with or arising out of any breach of confidentiality obligation by:
  - (i) the Contractor, any subsidiaries or agents engaged by the Contractor;
  - (ii) any person employed, used or engaged by any of the persons mentioned in Clause 30(h)(i) above; or
  - (iii) persons to whom any of the persons in Clauses 30(h)(i) or (ii) above discloses the Confidential Information.
- (i) The non-disclosure obligations in this Clause 30 shall not apply to:
  - (i) the disclosure of the Confidential Information which is or has become public knowledge other than as a result of any unauthorised disclosure; and
  - (ii) the disclosure of which is compelled by any law or order of a court of competent jurisdiction.
- (j) The Contractor also undertakes that it shall not, and shall not permit any of its employees or other persons employed, used or engaged by the Contractor in the performance of the Services to make any public announcement about the Services or the Contract, whether in the form of press release, advertising or promotion materials, public communication or otherwise, without first consulting with and obtaining the prior written approval from the Government.
- (k) The Government shall not owe any obligation of confidence to the Contractor

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under and in relation to the Contract.

- (l) This Clause 30 shall survive the early termination or expiration of the Contract.

## Part VI CONTRACT SCHEDULES

### CONTENT

Contract Schedule 1	Monthly Rates for the Services Provided and Payment Discount
Contract Schedule 2	Staffing, Monthly Wage and Allowable Daily Maximum Working Hours Proposals
Contract Schedule 3	Provision and Design/Specifications of Collection Vehicles
Contract Schedule 4	Work Schedule
Contract Schedule 5	<p>Part A : Locations where the Collection and Delivery Services of Dead / Debilitated / Trapped Birds are required as directed by the Government Representative</p> <p>Part B : Location and Office Hours of Dead Bird Collection Unit and New Territories North Animal Management Centre of AFCD</p> <p>Part C : Safety Guidelines for Handling and Disposing of Dead Wild Birds</p> <p>Part D : Safety Guidelines for Handling Live Birds</p> <p>Part E : Procedures for handling Dead / Debilitated / Trapped Birds</p> <p>Part F : Daily Report for Collection of Dead / Debilitated / Trapped Birds</p> <p>Part G : Design of Tag for labelling the bag with Dead / Debilitated / Trapped Birds</p> <p>Part H : Hand Over Note to New Territories North Animal Management Centre</p> <p>Part I : Equipment on Collection Vehicles</p>
Contract Schedule 6	<p>Part A : Monthly Number of Calls Handled from April 2016 to March 2018</p> <p>Part B : By-hour Breakdown of Cases handled from April 2016 to March 2018</p> <p>Part C : Frequency of Calls Handled in Various Time Periods from April 2016 to March 2018</p> <p>Part D : Ratio of Monthly Cases Handled by Area</p> <p>Part E : Number of Cases Using Vehicle-mounted Aerial Platform from April 2016 to March 2018</p>
Contract Schedule 7	Design and Specifications of Uniforms for Contractor's Employees and Other Persons Employed, Used or Engaged by the Contractor
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Part D : Tenderer's Declaration of Conviction of Offences under the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221) or Mandatory Provident Fund Schemes Ordinance (Cap. 485)

Contract Schedule 9 Standard Employment Contract (Chinese version)

Contract Schedule 10 Information of Tenderer

**Contract Schedule 1****Monthly Rates for the Services Provided and Payment Discount**

&lt;Please insert this schedule in the Price Envelope&gt;

**1. Tendered Monthly Rates for the Contract Period**

Provision of Services				
I. Provision of Dead / Debilitated / Trapped Bird Collection and Delivery Services for <u>Hong Kong, Kowloon and New Territories Districts</u> as more particularly described in the Special Conditions of Contract and the Contract Schedules -				
		No. of Months (a)	Monthly Rate (b)	Sub total (a) x (b)
(1)	April to June 2019	3		
(2)	July to September 2019	3		
(3)	October to December 2019	3		
(4)	January to March 2020	3		
(5)	April to June 2020	3		
(6)	July to September 2020	3		
(7)	October to December 2020	3		
(8)	January to March 2021	3		
(9)	April to June 2021	3		
(10)	July to September 2021	3		
(11)	October to December 2021	3		
(12)	January to March 2022	3		
SUM I [(1) to (12)] =				HK\$

Authorised Signature : \_\_\_\_\_

Name of Person Authorised to Sign  
(in Block Letters) : \_\_\_\_\_Name of Tenderer in English  
(in Block Letters) : \_\_\_\_\_

**Contract Schedule 1**

(continued)

**2. Payment Discount (if any)**

(a) Tenderers are requested to indicate in the space provided below what discount they would allow on the tendered prices if payment is made in full within:

(i) **7** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later : \_\_\_\_\_% discount.

(ii) **14** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later : \_\_\_\_\_% discount.

(iii) **28** clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later : \_\_\_\_\_% discount.

(b) Tenderers are requested to insert the word "NIL" in the space provided above if they are not prepared to offer any payment discount.

(c) Tenderers are requested to note that their payment discount offers will not be taken into account in the evaluation of Price Proposal under Clause 9(b)(ii) of the Terms of Tender.

Authorised Signature : \_\_\_\_\_

Name of Person Authorised to Sign  
(in Block Letters) : \_\_\_\_\_

Name of Tenderer in English  
(in Block Letters) : \_\_\_\_\_

<Please insert this schedule in the Price Envelope>

## **Contract Schedule 2**

### **Staffing, Monthly Wage and Allowable Daily Maximum Working Hours Proposals**

1. Tenderer shall provide information as requested in the table on Page 92 and state in the column "Workman" the hourly rate and monthly wages to be payable to the Workmen for provision of the Services and the basis on which such wages are calculated. The monthly wages proposed must comply with the requirements set out in the Standard Employment Contract and the accompanying Guidance Notes.
2. Tenderer's attention is drawn to Clause 5(a)(ii)(B) of the Terms of Tender and Clauses 20(a) and (b) of the Special Conditions of Contract concerning the minimum level of wages for Workmen. Proposed monthly wages which are higher than the SMW plus rest day pay rate for Workmen will be entitled to higher marks. See Annex II of the Terms of Tender.
3. If the monthly wages for the Workmen proposed by the Tenderer are lower than the SMW plus rest day pay rate, this will be evaluated nevertheless but the proposed wages will be deemed to be not less than the SMW plus rest day pay rate for the purpose of tender evaluation.
4. The Government Representative will 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, such proposal will amount to a counter-proposal and may render its tender to be disqualified by the Government
5. Tenderer or its authorised person shall sign in the space provided at the end of Contract Schedule 2 after completing the table on Page 92.

### Contract Schedule 2 (continued)

Post of Staff (Note 6)		Minimum Requirement (No.)	Number Proposed by the Tenderer	Proposed Time of Shifts by the Tenderer ( Note 9 )	Proposed Monthly Wages (Notes 1, 2 and 4)	Proposed Allowable Daily Maximum Working Hours for Workmen ( Note 5 )
		Hong Kong, Kowloon and N.T. Districts	Hong Kong Kowloon and N.T. Districts (Note 7)			
Team Supervisor	Morning Shift From ____: To ____:	2				
	Evening Shift From ____: To ____:	2				
	Overnight Shift From ____: To ____:	1				
Driver (Note 8)	Morning Shift From ____: To ____:	7				
	Evening Shift From ____: To ____:	6				
	Overnight Shift From ____: To ____:	1				
Workman	Morning Shift  From ____: To ____:	7			(a) _____ (b) _____ (c) HK\$ _____ (d) HK\$ _____	<input type="checkbox"/> (a) Ten(10) hours <input type="checkbox"/> (b) _____ hours (To specify the hours in case the proposed daily maximum working hours are more than ten (10) hours) (Note 3)
	Evening Shift  From ____: To ____:	6			(a) _____ (b) _____ (c) HK\$ _____ (d) HK\$ _____	
	Overnight Shift  From ____: To ____:	1			(a) _____ (b) _____ (c) HK\$ _____ (d) HK\$ _____	
<b>Total</b> (All Shifts)	Team Supervisor	5			Please state:  (a): Number of staff  (b): Payable working hours  (c): Hourly rate  (d) Monthly wages	
	Driver	14				
	Workman	14				

Authorised Signature : \_\_\_\_\_

 Name of Person Authorised to Sign  
(in Block Letters) : \_\_\_\_\_

 Name of Tenderer in English  
(in Block Letters) : \_\_\_\_\_

## Contract Schedule 2

(continued)

- Note 1 : (a) The proposed monthly wage or equivalent wage rate as offered by the Tenderer for each Workman in Contract Schedule 2 must not be lower than the SMW plus rest day pay rate. For example, a monthly wage of HK\$ 8,556 is payable on the basis of 31 days (27 working days plus 4 paid rest days) in a month of 31 days and 8 working hours per day excluding meal break at HK\$34.5 per hour.
- (b) During the Contract Period, the monthly wages payable to each Workman shall not be less than (i) the monthly wages committed by the Tenderer; or (ii) any adjusted wage level brought about by future revisions of the statutory minimum wage, whichever is the higher.
- Note 2 : Tenderer shall, in accordance with the Minimum Wage Ordinance (Cap. 608) and Standard Employment Contract, provide their employee(s) with one paid rest day for every period of seven days, irrespective of the number of working days in the seven-day period.
- Note 3 : Tenderers shall prescribe the allowable daily maximum working hours by choosing either (a) or (b), and if (b) is chosen, they shall specify the proposed allowable daily maximum working hours. Should the Tenderers fail to do so, it will be taken that their allowable daily maximum working hours shall be more than ten (10) hours excluding meal break, hence they will be given "0" mark under item A.5 of the marking scheme. The proposed allowable daily maximum working hours is on the basis of the net total working hours in respect of a same Workman in a working day.
- Note 4 : Tenderers should note that the proposed monthly wage for Workmen is considered under item A.4 of the marking scheme. In case the proposed monthly wages for Workmen are different among the three shifts, the monthly wage would be calculated according to the following formula for evaluation:

$$\frac{\text{Hourly rate of morning shift X A + Hourly rate of evening shift X B + Hourly rate of overnight shift X C}}{A + B + C} \times 8 \times 31$$

A= Working hours of morning shift X Number of staff of morning shift

B= Working hours of evening shift X Number of staff of evening shift

C= Working hours of overnight shift X Number of staff of overnight shift

- Note 5 : Tenderers should note that the proposed allowable daily maximum working hours for Workmen is considered under item A.5 of the marking scheme.
- Note 6 : All posts of staff indicated above are operational posts.
- Note 7 : Tenderers should note that the number and post of staff they propose **must not be less** than the minimum requirements set out under the column "Minimum Requirement". Tenders not complying with this requirement will not be considered further.

- Note 8 : The number of drivers to be provided shall not be less than the number of Collection Vehicles that are to be provided. Tenders not complying with this requirement will not be considered further.
- Note 9 : Shift 1, 2 and 3 shall be the Morning, Evening, and Overnight Shift respectively. The Tenderers shall determine the period of each Shift which could satisfy the actual operation needs and requirements for the Services. Such proposals will be contractually binding and any change during the Contract Period requires Government's prior approval. Government reserves the right to request the recommended Tenderer to make suitable adjustments if the shift hours proposed by him are not considered appropriate or acceptable by the Government Representative.

### Contract Schedule 3

#### Provision and Design/Specifications of Collection Vehicles

#### **Part A. Provision of Collection Vehicles Proposed by the Tenderer :**

Tenderers shall provide information as specified in the following proforma :

Type of Vehicle	Minimum Requirement (No.)	Number Proposed by the Tenderer
	Hong Kong Districts Kowloon and New Territories Districts	Hong Kong Districts Kowloon and New Territories Districts
Collection Vehicles for Morning Shift	<b>7</b>	
Collection Vehicles for Evening Shift	<b>6</b>	
Collection Vehicles for Overnight Shift	<b>1</b>	

Note : Tenderers should note that the number of Collection Vehicles they propose **must not be fewer** than the minimum requirements set out under the column "Minimum Requirement". Tenders not complying with this requirement will not be considered further.

#### **Part B. Details of the Design and Specifications of the Collection Vehicles**

The design of the proposed Collection Vehicles must comply with the basic requirements stated in Clause 7 of the Special Conditions of Contract and be compatible with the method of collection, failing which the tender offer will not be considered further.

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Authorised Signature : \_\_\_\_\_

Name of Person Authorised to Sign  
(in Block Letters) : \_\_\_\_\_

Name of Tenderer in English  
(in Block Letters) : \_\_\_\_\_



**Contract Schedule 3**

(continued)

**Part C. Drawing/Photo Showing Details of the Collection Vehicles****Part D. Particulars of the Collection Vehicles**

Make of Vehicle	Gross Vehicle Weight (Kg)	Maximum Net Load (Kg)	*Vehicle of Enclosed Type with Close-fitting Door and Cover (Yes/No)	Internal Dimensions of Carcass Holding Container (L X W X H in metres)

**\*Requirements on design and specifications of Collection Vehicles under Clause 7 of Special Conditions of Contract.**

Authorised Signature : \_\_\_\_\_

Name of Person Authorised to Sign  
(in Block Letters) : \_\_\_\_\_

Name of Tenderer in English  
(in Block Letters) : \_\_\_\_\_

### Contract Schedule 3

(continued)

Note 1 :      Use separate sheets if required.

Note 2 : Tenderers shall attach copy of the manufacturer's catalogue and operating manual in respect of the Collection Vehicles to this tender.

Note 3 : Tenderers shall also state in the "Remarks" column below either they are already in possession of the Collection Vehicles or they will purchase them before starting to provide the Services.

Note 4 : The particulars provided herein in relation to the provision, design and specifications of the Collection Vehicles will be binding on the Tenderer under the Contract.

[illegible]

Authorised Signature :

Name of Person Authorised to Sign  
(in Block Letters) :

Name of Tenderer in English  
(in Block Letters) :

**Contract Schedule 4**Work Schedule

Job Description	Frequency of Collection / Delivery	Performance Requirements
1. Effective and efficient collection of Dead / Debilitated / Trapped Birds from any location as may be directed by the Government Representative	As directed by the Government Representative	<p>(a) The Contractor shall provide the collection services in accordance with the instructions of the Government Representative.</p> <p>(b) The Collection Point shall predominantly be free of any Dead / Debilitated / Trapped Birds after collection.</p> <p>(c) The Collection Point and locations nearby shall predominantly be free of any feathers, faeces and any other body tissues after cleaning.</p> <p>(d) In locations which can only be reached by sea transport, the Contractor shall provide the collection services as follows:-</p> <p>(i) where the Government Representative notifies the Contractor at any time between 9:01 a.m. and 6:00 p.m., the Contractor shall arrive at the location and provide immediate collection services as soon as practicable but in no case be later than four (4) hours after being notified by the Government Representative.</p> <p>(ii) where the Government Representative notifies the Contractor at any time between 6:01 p.m. and 0:00 midnight, the Contractor shall arrive at the location and provide immediate collection services as soon as practicable but not later than 1:00 p.m. the next day.</p> <p>(iii) where the Government Representative notifies the Contractor at any time between 0:01 midnight and 9:00 a.m., the Contractor shall arrive at the location and provide immediate collection services as soon as practicable but not later than 1:00 p.m. on the same day.</p> <p>(e) In locations other than (d) above, the Contractor shall arrive at the location and provide immediate collection services as soon as practicable but in no case be later than three (3) hours after being notified by the Government Representative.</p> <p>(f) The Contractor shall handle the Debilitated / Trapped Birds with care in order to avoid unnecessary suffering of the birds.</p>
2. Transport and delivery of the <b>Debilitated / Trapped Birds</b> collected	Immediately after every collection specified at Job Description 1 above	The Contractor shall transport the <b>Debilitated / Trapped Birds</b> collected immediately after collection and hand over to the Government Representative at the location as specified in Part B(ii) of Contract Schedule 5 or any locations as directed by the Government Representative within two (2) hours. Measures shall be done during transportation in order to avoid unnecessary suffering of the birds.
3. Transport and delivery of <b>Dead Birds</b> collected	At least once daily or at a frequency as directed by the Government Representative of the Dead Bird Collection Unit.	The Contractor shall keep the <b>Dead Birds</b> collected under refrigeration between 0°C and 4°C after collection and during delivery. The <b>Dead Birds</b> collected shall either be handed over to the Government Representative at the location as specified in Part B(i) of Contract Schedule 5 or any locations as directed by the Government Representative. The delivery time of the Dead Birds shall be within a time period as specified by the Government Representative.

**Contract Schedule 5****Part A : Locations where the Collection and Delivery Services of Dead / Debilitated / Trapped Birds are required as directed by the Government Representative**

Except in any location which cannot be readily accessed by the collection teams as a result of adverse weather, physical or geographical limitation, emergency or other special circumstances, the collection teams shall collect and deliver any Dead / Debilitated / Trapped Birds in the following areas -

- (a) urban areas, countryside and anywhere readily accessible in Hong Kong Island, Kowloon and the New Territories;
- (b) all outlying islands;
- (c) all country parks and beaches;
- (d) Frontier Closed Areas (Closed Areas Permit is required for admission); and
- (e) anywhere directed by the Government Representative.

**Part B : Location and Office Hours of Dead Bird Collection Unit and New Territories North Animal Management Centre of AFCD****(i) Dead Bird Collection Unit**

Address : Dead Bird Collection Unit, Tai Lung Experimental Station, Lin Tong Mei, Sheung Shui, New Territories.

Office Hours : 9:00 am to 12:00 noon (Everyday) or as directed by the Government Representative

**(ii) New Territories North Animal Management Centre**

Address : 13 Jockey Club Road, Sheung Shui, New Territories.

Office Hours : Operates 24 hours daily

**Contract Schedule 5**

(continued)

**Part C : Safety Guidelines for Handling and Disposing of Dead Wild Birds**

(Provided by the Centre of Health Protection)

Bird carcasses, including their body parts and internal organs, may carry pathogens that are hazardous to humans. Members of the collection teams shall adopt measures to avoid other persons coming into contact with the carcasses, blood or body fluid of the dead birds.

Persons who handle bird carcasses shall be equipped with the following:

**I. Equipment:**

- |                                   |   |
|-----------------------------------|---|
| 1. Waterproof rubber gloves       | 6. Tongs (if necessary)   |
| 2. Surgical mask                  | 7. Zip lock and plastic bags  |
| 3. Disposable protective clothing | 8. Lighting Facilities (Torches and Beacons)  |
| 4. Household bleach solution      | 9. Extension stem with a length of at least 5.49 meters (18 feet) or a length as specified by the Government Representative |
| 5. Bucket                         |   |

**II. Personal Protection:**

1. Do not handle bird carcasses, blood or body fluid of dead birds with bare hands.
2. Cover hand wounds with waterproof bandages before handling dead birds.
3. Wear waterproof rubber gloves and surgical masks when handling, transferring or moving dead birds. Disposable protective clothing shall be worn when contamination of clothing is expected.

**III. Handling and Disposing of Dead Birds**

1. Put dead birds into a zip lock bag with a pair of tongs or by hands protected with waterproof rubber gloves. In case of the size of zip lock bag is insufficient for large sized dead birds, plastic bag shall be used and goose neck tied.
2. Place the bag with dead birds (inner bag) into another thick plastic bag (outer bag). Then remove the rubber gloves (inside out) and wash hands thoroughly with soap.
3. Dispose of all used items including the rubber gloves and surgical mask by putting them in the outer bag. Then wash hands again thoroughly with soap.
4. Disinfect those reusable items and mop the surfaces that are likely to be contaminated, e.g. floor, platform, stairs etc., with diluted household bleach (1 part of household bleach in 49 parts of water).
5. For Government staff and Contractor follow departmental guidelines in disposing of bird carcasses.

**IV. Additional Information:**

1. Take off the clothes and have a shower/bath immediately if splashed or contaminated by materials likely to carry pathogens when handling bird carcasses.
2. If accidentally pricked or cut when handling bird carcasses, call the hospital's emergency service as soon as possible.

**Contract Schedule 5**

(continued)

**Part D : Safety Guidelines for Handling Live Birds**

1. Staff handling live birds shall wear protective gears including surgical masks, cotton and/ or leather gloves and disposable protective clothing.
2. Special attentions shall be paid to the beaks of live birds. Once a live bird is captured, staff shall grip its beak with one hand until putting it into a perforated cotton or plastic bag. If necessary, put on a face shield together with protective gears in point 1 during the whole handling process.
3. When dealing with birds of prey, staff shall take extra precautionary measures to prevent injuries by the beaks and claws of such birds. A towel can be used to calm down such birds by covering their heads when necessary.
4. Put the captured live birds into a perforated cotton or plastic bag, then put the bag into a cage.
5. Cages and any non-disposable equipment for handling live birds shall be cleansed after use.
6. Staff shall disinfect their hands with liquid soap or alcohol immediately after contacting with live birds, their feathers, eggs or feces. Disinfect those reusable items and mop the surfaces that are likely to be contaminated, e.g. floor, platform, stairs etc., with diluted household bleach (1 part of household bleach in 49 parts of water). All disposable equipment shall be applied with 1:49 bleach solution before packing into garbage plastic bags, and dispose of as domestic refuse.

## **Contract Schedule 5**

(continued)

### **Part E : Procedures for handling Dead / Debilitated / Trapped Birds**

The members of the Collection Teams shall take preventive measures by wearing suitable protective clothing before handling Dead / Debilitated / Trapped Birds and follow the procedures underneath -

#### **(a) For Dead Birds**

- (i) seal the collected bird carcasses into a zip lock bag. In case of the size of zip lock bag is insufficient for large sized dead birds, plastic bag shall be used and goose neck tied;
- (ii) put the bag with bird carcasses (inner bag) into another transparent plastic bag (outer bag) and staple the label onto the bag with information as stated in Part G of Contract Schedule 5;
- (iii) place the bags with bird carcasses in a cooler with sufficient ice packs at 0-4°C during the delivery to the Dead Bird Collection Unit or Bird Collection Information and Service Centre;
- (iv) hand over the collected bird carcasses to the Government Representative at the time and location as specified in Part B (i) of Contract Schedule 5 or any locations as directed by the Government Representative;
- (v) If the collected bird carcasses are not delivered to the location as specified in Part B(i) of Contract Schedule 5 on the date of collection as directed by the Government Representative, they shall be sealed in accordance with steps (i) and (ii), and temporarily stored at a refrigerator of 0-4°C in the Bird Collection Information and Service Centre and delivered on the next day.

#### **(b) For Debilitated and Trapped Birds**

- (i) put the bird in a cotton bag or perforated plastic bag and label the bag with specified information as set out in Part G of Contract Schedule 5, and put the bag inside a cage of suitable size with good ventilation. Appropriate measures must be taken to avoid suffering or suffocation of the bird;
- (ii) transport the **Debilitated / Trapped Birds** collected immediately after collection and hand over to the Government Representative at the location as specified in Part B(ii) of Contract Schedule 5 or any locations as directed by the Government Representative within two (2) hours;
- (iii) complete a hand over note as set out in Part H of Contract Schedule 5, and retrieve a copy which has been endorsed by the Government Representative at the location as specified in Part B(ii) of Contract Schedule 5 or any locations as directed by the Government Representative upon receipt of the bird.



Contract Schedule 5  
(continued)

Part F : Daily Report for Collection of Dead / Debilitated / Trapped Birds

Date	1823 (ICC) Ref. No.	Contractor Case Ref.	Place of Collection (Lamp Post)	Place of Collection (GPS)		District	Quantity (Head)	Condition (Dead / Debilitated / Trapped)	Repeated Case	Remarks	Informant Details		Case Reporting Time	Action Period		Delivery to AFCD		Replied to 1823 (Y/N)	Replied to Informant (Y/N)	Team ID
				N	E						Name	Tel. No.		Arrival Time	Completion Time	Date	Time			

Team Supervisor \_\_\_\_\_

Reporting Date \_\_\_\_\_

**Contract Schedule 5**

(continued)

**Part G : Design of Tag for labelling the bag with Dead / Debilitated / Trapped Birds**

Team No.– Serial No.	
ICC/Case Number :	
Date of Collection :	
Time of Collection :	
Place of Collection :	
GPS Location :	N . E .
Lamp Post No :	

## Contract Schedule 5

(continued)

### Part H : Hand Over Note to New Territories North Animal Management Centre

致 新界北動物管理中心

#### 送交活生禽鳥

本人 \_\_\_\_\_ (姓名) 謹代表 \_\_\_\_\_ , 送交  
以下雀鳥到新界北動物管理中心予以照顧。

發現雀鳥的地點是 \_\_\_\_\_ 。

雀鳥名稱	身長 (厘米)	顏色	表面傷痕 (有/冇)	傷痕位置	連同盛載 器具/鳥籠

簽署 : \_\_\_\_\_  
 職員姓名 : \_\_\_\_\_  
 隊伍 : \_\_\_\_\_  
 ICC Case 編號 : \_\_\_\_\_  
 日期 : \_\_\_\_\_  
 時間 : \_\_\_\_\_

新界北動物管理中心檔案編號：

接收人姓名及職位：

接收日期：

此文件一式兩份，請刪去不適用者（正本：漁農自然護理署／副本：\_\_\_\_\_公司）

## **Contract Schedule 5** (continued)

### **Part I : Equipment on Collection Vehicles**

#### **Protective Gears**

Disposable Protective Clothing  
Waterproof Rubber Gloves  
Disposable Surgical Mask  
Face Shield  
Eye Shield  
Waterproof Boots

#### **Collection Tools**

Tongs  
Zip-Lock Bags (with various sizes)  
Cotton bags / perforated plastic bags  
Cooler Boxes  
Ice Packs  
Extensible Catching Net  
Bird Cage  
Disposable Thick Plastic Bags  
Extension stem (with a length of at least 5.49 meters (18 feet) or a length as specified by the Government Representative)

#### **Disinfection Tools / Chemicals**

Sprayers  
Cleaning Cloths  
Bucket  
Household Bleach Solution in dilution of 1:49  
Clean Water  
Soap  
70% w/w Alcohol for disinfection purpose  
Tissue Paper

**Contract Schedule 5**  
(continued)

**Part I: Equipment on Collection Vehicles (continued)**

**Electronic Equipment**

Digital Camera (with a resolution not lower than eight (8) megapixels)

GPS Receiver (with readings in the format of WGS 84)

Mobile Phone / Pager

**Others**

Torch (with replacement batteries)

Stationery

Labels

Stapler & Staples

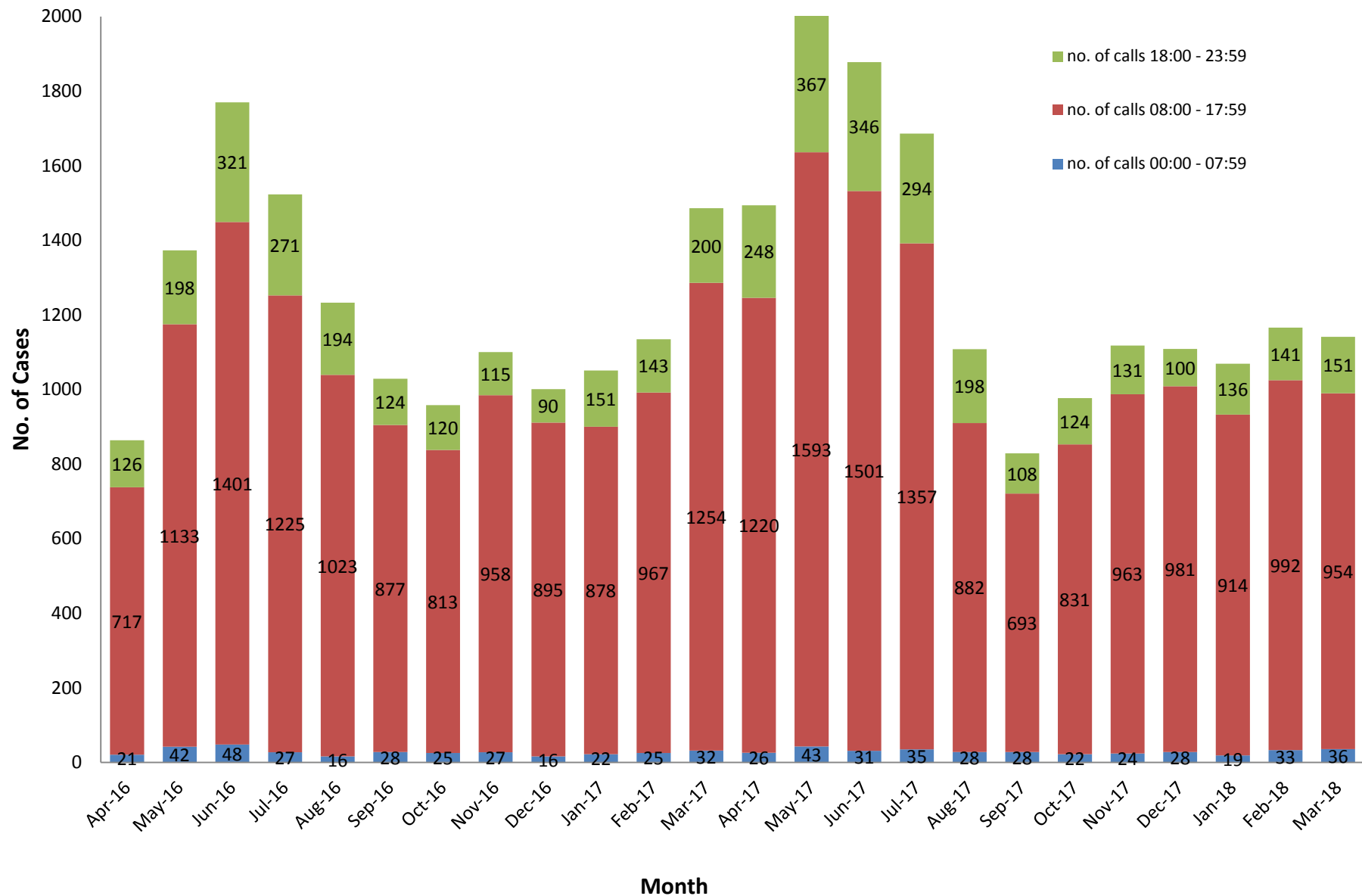
Thermometer

Safety Guidelines (approved by Infection Control and Training Officer)

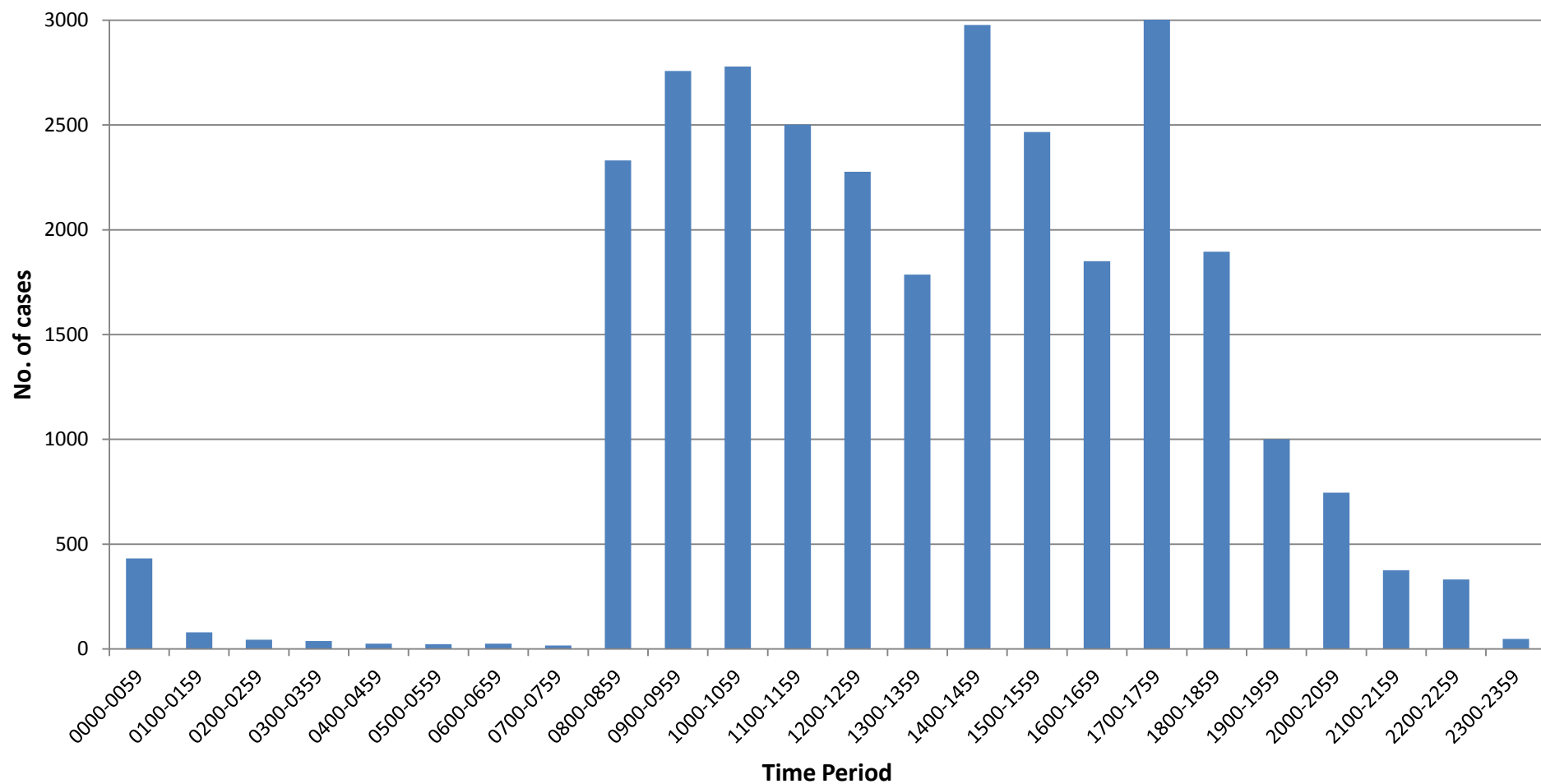
Attendance Book

Case Log Book

**Contract Schedule 6**  
**Part A : Monthly Number of Calls Handled from Apr 2016 to Mar 2018**



**Contract Schedule 6**  
**Part B: By-hour Breakdown of Cases Handled from Apr 2016 to Mar 2018**



**Contract Schedule 6**

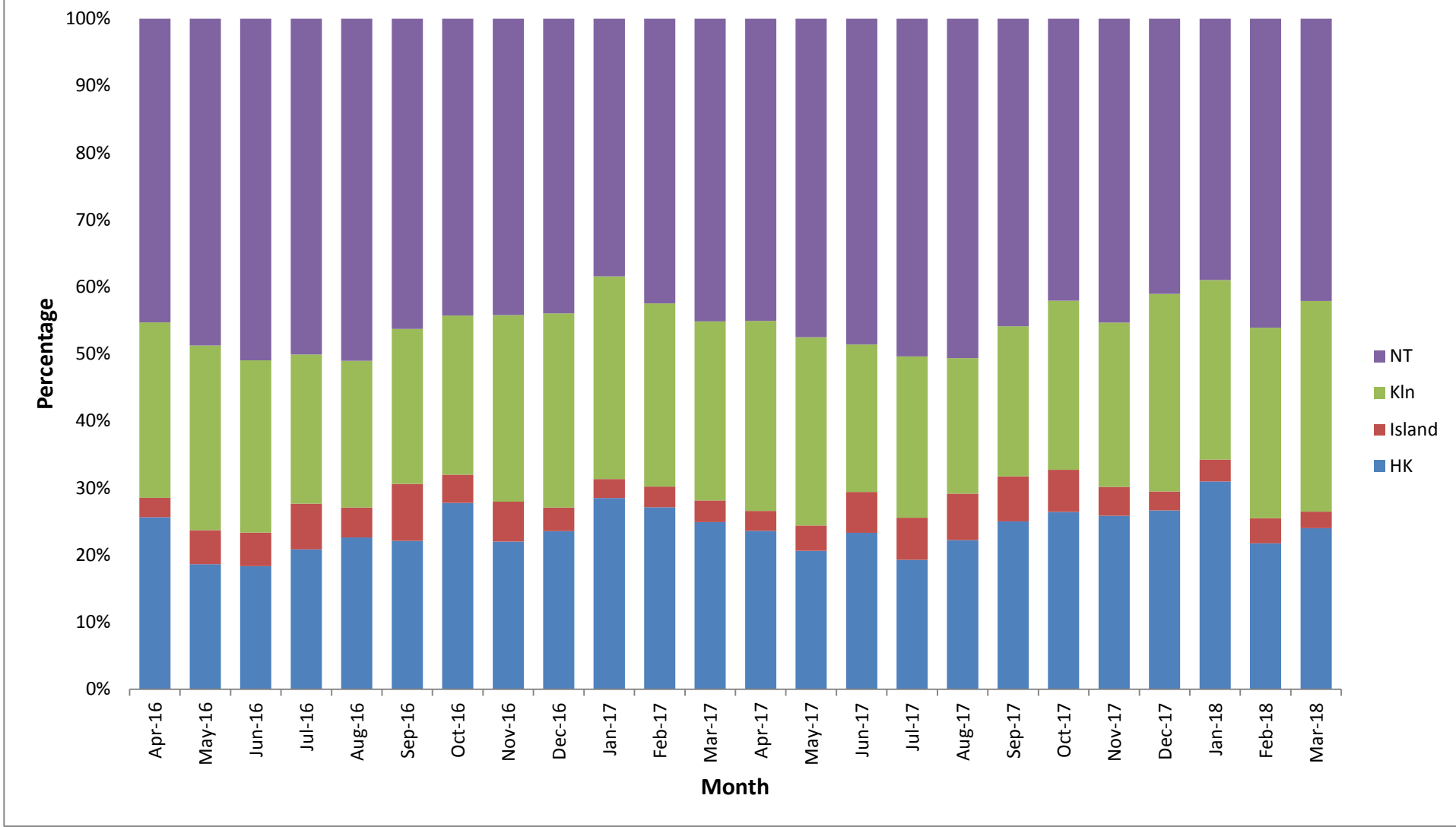
(continued)

**Part C : Frequency of Calls Handled in Various Time Periods  
from April 2016 to March 2018**

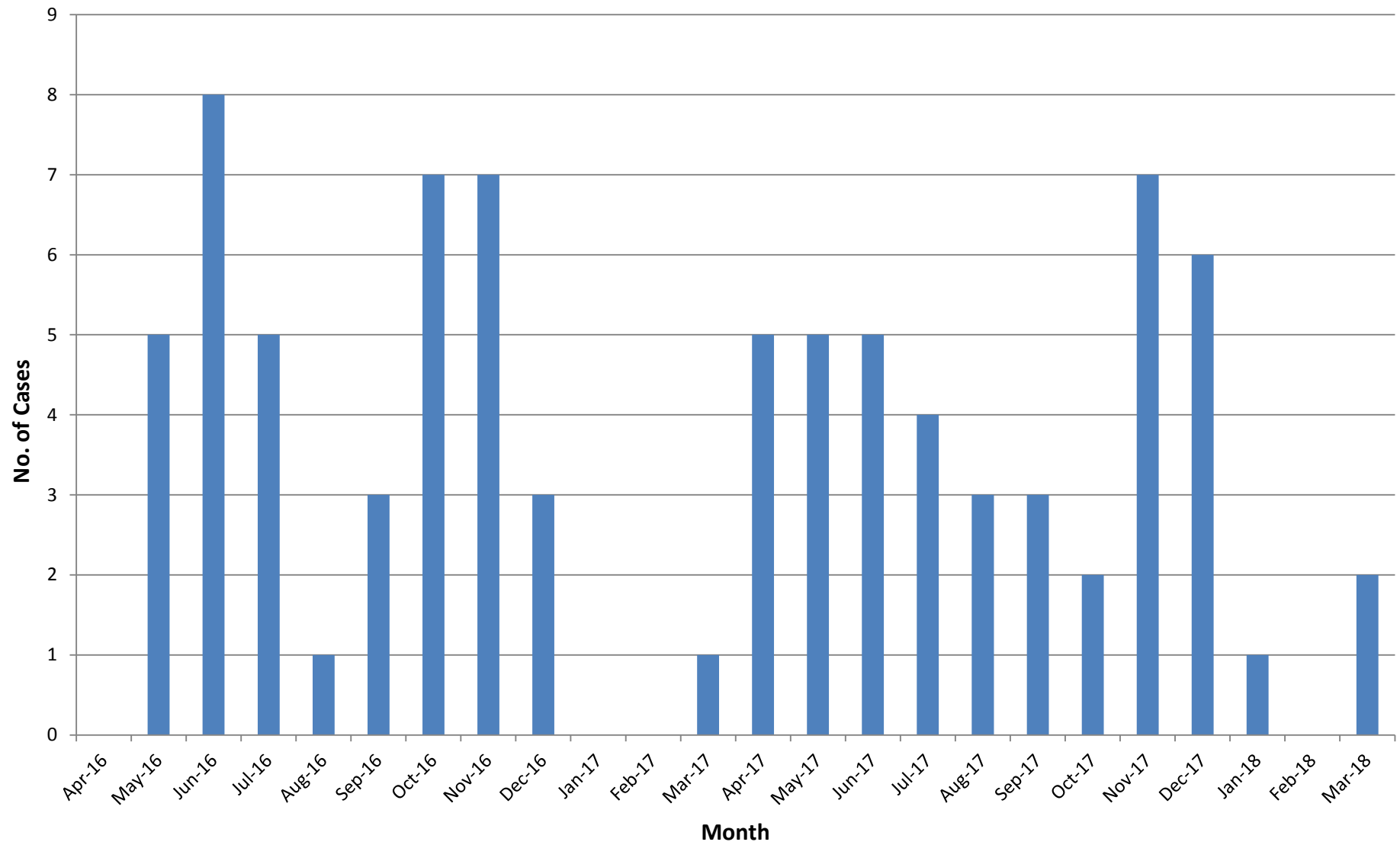
Month	Frequency of Hourly Case Number in Various Time Periods								
	00:00-07:59			08:00-17:59			18:00-23:59		
	1-10	11-20	>20	1-10	11-20	>20	1-10	11-20	>20
Apr-16	15	0	0	246	2	0	72	0	0
May-16	29	0	0	279	5	0	98	0	0
Jun-16	34	0	0	270	13	0	116	0	0
Jul-16	22	0	0	280	4	0	121	0	0
Aug-16	13	0	0	277	3	0	97	0	0
Sep-16	20	0	0	268	0	0	80	0	0
Oct-16	19	0	0	255	4	0	75	0	0
Nov-16	23	0	0	264	2	0	74	0	0
Dec-16	13	0	0	259	3	0	62	0	0
Jan-17	16	0	0	271	1	0	87	0	0
Feb-17	22	0	0	252	4	0	76	0	0
Mar-17	28	0	0	279	8	0	98	0	0
Apr-17	21	0	0	261	9	0	99	0	0
May-17	34	0	0	271	27	0	123	3	0
Jun-17	23	0	0	272	16	0	106	3	0
Jul-17	32	0	0	289	5	0	102	0	0
Aug-17	22	0	0	255	1	0	96	0	0
Sep-17	21	0	0	257	0	0	74	0	0
Oct-17	14	0	0	262	0	0	74	0	0
Nov-17	20	0	0	277	1	0	84	0	0
Dec-17	22	0	0	283	1	0	74	0	0
Jan-18	17	0	0	277	1	0	73	0	0
Feb-18	27	0	0	260	3	0	75	0	0
Mar-18	27	0	0	270	3	0	74	0	0



**Contract Schedule 6**  
**Part D: Ratio of Monthly Cases Handled by Area**



**Contract Schedule 6**  
**Part E: Number of Cases Using Vehicle-mounted Aerial Platform**  
**from Apr 2016 to Mar 2018**



## Contract Schedule 7

### Design and Specifications of Uniforms for the Contractor's Employees and Other Persons Employed, Used or Engaged by the Contractor

- (1) Upper Body Clothing
  - (a) Either long-sleeved or short-sleeved.
  - (b) No vest allowed.
- (2) Trousers  
No shorts allowed.
- (3) Reflective Vest (Fig. 1 and Fig. 2)
  - (a) Must be worn on the outermost layer of clothing, except when covered in full PPE during collection of birds or in raincoat during rain.
  - (b) Made of fluorescent lime-yellow / orange / green nylon mesh.
  - (c) Reflective white stripes of such a material to be night-time visible. They shall appear brilliant silver-white when view in dark using headlights.
  - (d) Two reflective white stripes, each of 50mm in width sewed on each front side.
  - (e) Two reflective white stripes, each of 50mm in width sewed on back.
  - (f) The characters "漁護署合約承辦商" and the words "Contractor of AFCD" in yellow / gold colour and each of 50mm in height, shall be printed on back side.
  - (g) Front side / both sides hook and loop fasteners.
- (4) Shoes
  - (a) Industrial Safety Boots Preferred.
  - (b) Flat sole.
  - (c) Sandals, slippers and any other shoes exposing the feet or toes are not allowed.
- (5) Goggles and Face Shield  
Industrial type of sufficient strength to guard against splashing of waste.
- (6) Face Mask  
Surgical type (to be replaced after each collection case).

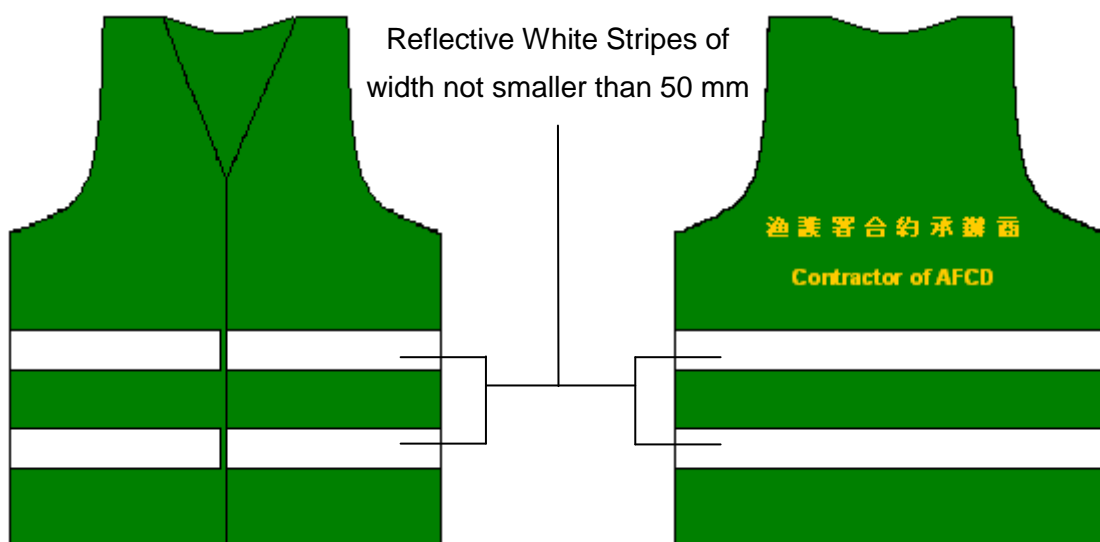


Fig. 1 Front View of Reflective Vest

Fig. 2 Rear View of Reflective Vest

## Contract Schedule 8

### Part A

#### Proposed Management Plan, Work Plan and Contingency Plan

Please provide in detail proposed management plan, work plan and contingency plan incorporating the requirements stated below. The submitted information will form part of the tender to be evaluated by the Government. Tenderers are advised to read carefully the Terms of Tender regarding the use of a marking scheme for assessment of proposals/information obtained from Tenderers.

#### **Management Plan, Work Plan and Contingency Plan**

Relevant Plans	Items under Assessment
<p>Management Plan</p> <p>(Item A.1 of marking scheme)</p> <p>Please refer to Note 2 of the "Explanatory Notes for Marking Scheme" on page 31)</p>	<p>(a) Provide (i) clear and informative organization chart; (ii) the experience of supervisory and management staff; (iii) details of the duties of the staff of the proposed workforce; and (iv) staff attendance checking mechanism (<i>e.g. arrangement of daily roll call, daily check-in, day end checking and sign off, surprise inspection to staff attendance, inspection frequency and leave and relief</i>).</p> <p>(b) Give details of the steps to conduct (i) pre-employment background check of staff; and (ii) mechanism on checking staff discipline and performance (<i>e.g. inspection frequency, rank/post of inspection staff, inspection method, inspection check list and provision of control centre</i>).</p> <p>(c) Provide details of (i) supervision plan for frontline staff; (ii) accountability plan for unsatisfactory performance; and (iii) the mechanism on auditing the quality of services provided by the staff (<i>e.g. inspection recording system, feedback collection system, complaint handling procedures, performance appraisal and review system and types of training and refresher course</i>).</p> <p>(d) Give details of (i) training programmes with detailed outlines of contents to be provided to the staff for the performance of the Contract; and (ii) infection control and protective measures for carrying out the services (<i>e.g. appropriate method and means to protect staff from contracting disease, effective means to disinfect the surrounding of dead birds, procedures and equipment necessary for conveying dead birds and provision of enough training of staff to prevent the infection of avian influenza</i>).</p> <p>(Note: For the purpose of assessing the "weighting" under the Marking Scheme, providing information and/or suggestions for <b>any two(2) of the above four(4) items</b> will be counted as "<b>half of the items</b>".)</p>

Relevant Plans	Items under Assessment
<p>Work Plan</p> <p>(Item A.2 of marking scheme)</p> <p>Please refer to Note 2 of the "Explanatory Notes for Marking Scheme" on page 31)</p>	<p>(a) Provide details of work programmes and manpower deployment for carrying out the Services, showing <b>daily</b> work programme and deployment of staff, equipment and Collection Vehicles for completing the Services under the Contract. Detailed planning sheet and route/work schedules for different districts to cover the 3-shifts collection and delivery requirements shall be submitted.</p> <p>(b) Provide details on the quality assurance measures to ensure satisfactory completion of the required Services.</p> <p>(c) Provide information on the availability of depot for parking of vehicles and maintenance of vehicles, or any other alternative measures to address the issue should depot or vehicle maintenance is not available or temporarily disrupted.</p> <p>(d) Give particulars of the management procedures and coordination with staff in response to public complaint on site.</p> <p>(e) Advise the measures to track down on reported incidence of dead/debilitated/trapped birds.</p> <p>(f) Advise the measures to overcome physical barriers to take possession of dead/debilitated/trapped birds.</p> <p>(g) Advise the measures to coordinate with the Contractor's own control centre and coordination centre of AFCD.</p> <p>(h) Advise the measures to disinfect the surroundings of dead/debilitated/trapped birds.</p> <p>(Note: For the purpose of assessing the "weighting" under the Marking Scheme, providing information and/or suggestions for <b>any four(4) of the above eight(8) items</b> will be counted as "<b>half of the items</b>".)</p>
Relevant Plans	Items under Assessment

<p>Contingency Plan</p> <p>(Item A. 3 of marking scheme)</p> <p>Please refer to Note 2 of the “Explanatory Notes for Marking Scheme” on page 31)</p>	<ul style="list-style-type: none"> <li>(a) Provide details of mechanism to augment additional Collection Vehicles to cope with sudden increase in demand of Services (e.g. sudden increase in dead / debilitated / trapped bird collection cases) and provide details on how, when, where to obtain back-up vehicles to supplement the Services in case of breakdown of Collection Vehicles.</li> <li>(b) Provide details on deployment of additional personnel to meet a sudden increase in demand of Services (e.g. sudden increase in dead / debilitated / trapped bird collection cases) and provide details on how to mobilize additional personnel to meet unexpected or emergency situation e.g. shortage or absence of staff, labour dispute.</li> <li>(c) Provide details of mechanism to deal with emergency / unforeseen circumstances such as computer/office equipment malfunction, suspension of electricity supply of the Contractor’s own control centre, , etc.</li> <li>(d) Provide details of training and guidelines for staff to handle emergency situation e.g. breakdown of vehicles and staff injury and guidelines for staff to follow in special circumstances e.g. rainstorm, sudden hoisting of typhoon signals or landslip signals etc.</li> <li>(e) Provide details on the coordination of the Contractor’s own control centre with frontline staff and the Department’s coordination centre respectively to resolve unexpected issues in sudden situation.</li> <li>(f) Provide details on how to communicate with third parties (e.g. estate management offices, occupiers of buildings and departments) involved to tackle any issue or problem associated with the provision of the Services and details on how to provide prompt report to the Department’s coordination centre.</li> </ul> <p>(<u>Note</u>: For the purpose of assessing the “weighting” under the Marking Scheme, providing information and/or suggestions for <b>any three(3) of the above six(6) items</b> will be counted as “<b>half of the items</b>”.)</p>
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## Contract Schedule 8

### Part B

#### **Claim of Experience in Dead / Debilitated / Trapped Bird or Animal Carcass Collection and Delivery Services**

**(Important Note :** *For claims of experience in dead / debilitated / trapped bird or animal carcass collection and delivery services, Tenderers must provide complete information strictly in accordance with the proforma as specified below. Please refer to Note 6 on page 32.)*

Contract Period (Month/Year)	Particulars of Contractual Dead / Debilitated / Trapped Bird or Animal Carcass Collection and Delivery Services undertaken by the Tenderer in the <b>five (5) years immediately prior to the Tender Closing Date</b>  (please specify the scope/nature of the Dead / Debilitated / Trapped Bird or Animal Carcass Collection and Delivery Services)	Was the contract terminated due to the Tenderer's default ? (please give "Yes" or "No" answer. If yes, please also provide details.)

Note: Tenderer must provide valid documentary proof for the relevant experience

I/We hereby declare that all information given in the above table and any additional sheets attached hereto are correct. I/We agree that, if any of such information is found to be incorrect, my/our tender will score no mark in the relevant claim of experience.

Authorised Signature : \_\_\_\_\_

Name of Person Authorised to Sign : \_\_\_\_\_  
(in Block Letters)

Name of Tenderer in English : \_\_\_\_\_  
(in Block Letters)

**Contract Schedule 8**  
**Part C****Claim of Quality Management Accreditation**

(Item B.2 of the marking scheme and Note 7 on page 33 refer)

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

Note : Tenderers shall attach a copy of the claimed quality management accreditation to support their relevant claims.

Authorised Signature : \_\_\_\_\_

Name of Person Authorised to Sign : \_\_\_\_\_  
(in Block Letters)

Name of Tenderer in English : \_\_\_\_\_  
(in Block Letters)



## Contract Schedule 8

### Part D

**Tenderer's Declaration of Conviction of Offences under the  
Employment Ordinance (Cap. 57),  
Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115),  
Criminal Procedure Ordinance (Cap. 221)  
or Mandatory Provident Fund Schemes Ordinance (Cap. 485)**

Tenderer shall declare the following –

If the Tenderer and, where applicable, each of its participants if it is a partnership (as defined in Note 2(i) of Clause 3 of the Terms of Tender), has any record of conviction of offences under the Employment Ordinance (Cap. 57) or Employees' Compensation Ordinance (Cap. 282) 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 of an offence under Section 17I(1), 38A(4) or 41 of the Immigration Ordinance (Cap. 115), or under Section 89 of the Criminal Procedure Ordinance (Cap. 221), or under Section 7, 7A, or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap.485), the commission of which was for the performance of a Government service contract or private business contract during the 5-year period immediately preceding the Tender Closing Date, the Tenderer is required to complete the table below :

Date of Offence	Location of Offence	Date of Conviction	Regulation Breached	Result
<i>(Use separate sheets if required)</i>				

- (i) I/We hereby declare that all information given above and contained in any additional sheets attached hereto are correct. I/We understand that even I am/we are eventually awarded the Contract, but if any of the information contained in this Contract Schedule hereof is found to be incorrect, my/our Contract will be terminated in accordance with Clause 23(a)(xiii) in the General Conditions of Contract.
- (ii) I/We hereby authorize the Agriculture, Fisheries and Conservation Department to obtain information from all Government departments and give consent to the Government departments concerned to release and provide information of my/our record of conviction of offences under the Ordinances specified above to the Agriculture, Fisheries and Conservation Department for the purposes of assessing my/our tender in this tendering exercise and subsequent management of the Contract.

Authorised Signature : \_\_\_\_\_

Name of Person Authorised to Sign : \_\_\_\_\_  
(in Block Letters)

Name of Tenderer in English : \_\_\_\_\_  
(in Block Letters)

Tel : \_\_\_\_\_

Fax : \_\_\_\_\_

Date : \_\_\_\_\_

**Contract Schedule 9****Standard Employment Contract (Chinese version)**

11.04.2017 修訂版

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

本僱傭合約由\_\_\_\_\_ (「僱主」) 其地址為\_\_\_\_\_

及\_\_\_\_\_先生/女士\*(香港身份證號碼\_\_\_\_\_)(「僱員」)其地址為\_\_\_\_\_

訂立。僱主及僱員雙方明白及同意遵守下列的僱傭條款，並明白本僱傭合約由香港法例規管，特別是香港法例第 57 章《僱傭條例》、香港法例第 282 章《僱員補償條例》及香港法例第 608 章《最低工資條例》。雙方亦已閱覽附頁的簽訂標準僱傭合約須知。

一、 本僱傭合約由\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起生效。

二、 僱員由僱主聘用為\_\_\_\_\_ (職位名稱)。工作地點是\_\_\_\_\_ (限於政府服務合約編號：(註 2) \_\_\_\_\_的範圍)。在本僱傭合約期內，如有需要，僱主可緊急或短暫及有限度調配僱員在\_\_\_\_\_區域(註 3)內工作。(註 4)

三、 (甲) 僱員每星期工作\_\_\_\_\_天，每天的工作時間：(註 5)

☐ 上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_及上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_。

☐ 分更制的

上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_及上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_；

上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_及上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_；或

上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_及上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_。

(乙) 僱員的用膳時間由上/下午\*\_\_\_\_\_至上/下午\*\_\_\_\_\_/每日\_\_\_\_\_小時/分鐘\*。上述用膳時間：

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

☐ 不屬於工作時數。用膳時間薪酬為每天港幣\_\_\_\_\_元，並為本僱傭合約第六(甲)條款所列明的每月工資以外的額外薪酬；

☐ 不屬於工作時數及無薪。

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

四、 僱員每 7 天可享有 1 天有薪休息日。僱員的有薪休息日為每週的星期\_\_\_\_\_/有薪休息日不固定\*(如屬此情況，則僱主須於每月開始之前將有薪休息日的日期以書面通知僱員或將僱員有薪休息日的輪值表張貼於僱傭地點的顯眼處)。僱員休息日的工資須相等於該僱員在一正常工作日工作所賺取的工資(但不包括超時工作工資)。

- 五、 除第四條款指明的有薪休息日外，根據本僱傭合約的其他休班日（如適用）：
- ☐ 有薪，款額為每天港幣\_\_\_\_\_元/相等於僱員在一正常工作日工作所賺取的工資\*。  
休班日薪酬為本僱傭合約第六（甲）條款所列的每月工資以外的額外薪酬。
- ☐ 無薪。
- 六、 根據本僱傭合約第三(甲)條款所訂的工作時間工作，僱員應收取：
- (甲) ☐ 每月工資為港幣 \_\_\_\_\_ 元(但不包括超時工作工資)，該款項包括僱員在正常工作日的工作時數所賺取的工資及本僱傭合約第四條款所列的休息日工資。(註 6)
- 無論每月有多少日數，僱員的每月工資仍應該相等於本僱傭合約所訂定的工資。在計算僱員的缺勤工資時，應以有關月份的正常工作日加有薪休息日的日數為基數。
- ☐ 如僱員受聘為僱主在同一區域內所承辦的不同政府服務合約工作，其在每一工作地點應得的工資須根據附表第二條款各表內所載的每月工資按比例計算。(須填寫附表)
- 任何津貼須為上述工資以外的額外款項。
- (乙) 如需工作超逾本僱傭合約第三(甲)條款所列的每天工作時間或在休息日/休班日工作，則超時工作的工資率及休息日/休班日工作的工資率為僱員在正常工作日的工作時數所賺取的工資率的\_\_\_\_\_%(所填寫的數字必須不低於 100)。(註 7)
- (丙) 本僱傭合約第三(乙)條款列明不屬於工作時數的有薪用膳時間的薪酬。
- (丁) 本僱傭合約第五條款所列的休班日薪酬。
- (戊) 根據《最低工資條例》應獲得的任何額外報酬。(註 8)
- (己) 任何根據本僱傭合約或香港法例規定須支付予僱員的金額。
- 七、 工資期為 1 個月。工資(包括應支付的超時工作工資及根據本僱傭合約第六條款應支付的任何款項)在任何情況下不得遲於工資期屆滿後 7 天支付。同樣，工資及到期付給僱員的任何款項，包括與本僱傭合約有關而到期的任何其他須付款項，亦不得遲於僱傭合約終止後 7 天支付。
- 八、 僱主及僱員雙方同意以自動轉賬方式將所有工資(包括應支付的超時工作工資及根據本僱傭合約第六條款應支付的任何款項，但因本僱傭合約終止而須支付的款項除外)直接存入以僱員名義開設的銀行戶口內。該銀行須是根據香港法例第 155 章《銀行業條例》的規定而領有牌照的銀行。僱主並須向僱員提供詳列每期工資細項的薪金表（糧單）以作參考。如僱員同意，僱主可以支票形式支付因本僱傭合約終止而須支付的款項（包括工資），但不得遲於合約終止後 7 天支付。
- 九、 僱主除按照《僱傭條例》規定准許的扣薪項目及香港法例第 485 章《強制性公積金計劃條例》規定的僱員部份的供款外，不得扣除僱員的工資，而扣薪款額不得超過《僱傭條例》及《強制性公積金計劃條例》的規定。除法例規定外，任何僱主之經營及/或行政成本，與固定資產及器具的損耗，包括衣服鞋襪等制服費、培訓費、行政費、清潔費、工具費、交通費、按金等，以及採購部門根據有關政府服務合約的條款向僱主收取及/或扣除的任何款項，均應由僱主負責，一律不可向僱員收取或在僱員的工資中扣減。

- 十、僱員可根據《僱傭條例》的規定享有休息日、法定假日、有薪年假、產假、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、僱員須/毋須\*遵守香港法例第 460 章《保安及護衛服務條例》之規定申領保安人員許可證。（註 9）
- 十四、僱主須依照《強制性公積金計劃條例》的規定安排僱員登記成為強積金計劃成員，並為僱員每月向註冊計劃供款。僱主每月供款後的 7 個工作天內，須向僱員發放強積金供款記錄。
- 十五、當 8 號或以上風球懸掛時，
- ☐ 僱員毋須上班，工資不會被扣減。當 8 號或以上風球於下班前不少於\_\_\_\_\_小時前除下，僱員須要上班。
  - ☐ 僱員須要上班，並可獲發實報實銷的額外交通費用。
  - ☐ 僱員須要上班，並可獲發颱風當值津貼港幣\_\_\_\_\_元。
- 十六、當黑色暴雨警告生效期間，
- ☐ 僱員毋須上班，工資不會被扣減。當黑色暴雨警告於下班前不少於\_\_\_\_\_小時前除下，僱員須要上班。
  - ☐ 僱員須要上班，並可獲發實報實銷的額外交通費用。
  - ☐ 僱員須要上班，並可獲發暴雨當值津貼港幣\_\_\_\_\_元。
- 十七\*、僱員之試用期為\_\_\_\_\_天/\_\_\_\_\_個月\*。
- 十八、本僱傭合約任何一方均可根據以下情況終止僱傭合約：
- ☐ 第壹個月試用期內雙方毋須給予通知或代通知金。餘下之試用期內，通知期為\_\_\_\_\_天/個月\*或相等之代通知金。  
試用期之後，通知期為\_\_\_\_\_天/個月\*，或相等之代通知金。
  - ☐ 無試用期，通知期為\_\_\_\_\_天/個月\*，或相等之代通知金。
- 十九、如在僱傭雙方簽訂合約後，相關法例作出了修訂，並賦予僱員較本僱傭合約更佳的權益，則以法例規定為依歸，而本僱傭合約將被視為已根據有關法例作出修改。如修訂後的法例賦予僱員的權益仍比本僱傭合約的條款為差，則以本僱傭合約為依歸。
- 二十、僱主須將僱傭雙方已簽署的本僱傭合約副本(包括附表(如有)及附頁的簽訂標準僱傭合約須知)交給僱員保存。



廿一、對本僱傭合約任何條款(包括附表)作出的變更、修改、取消或增訂，不得終絕或減少本僱傭合約賦予僱員的任何權利、利益或保障，並由僱主及僱員簽署修訂，否則均屬無效；而僱主亦須將僱傭雙方已簽署的修訂副本交給僱員保存。

廿二、僱員同意僱主向\_\_\_\_\_ (採購部門之名稱)(註 10)提供其工資記錄、值勤記錄及其他有關資料，作為該部門監察僱主履行服務合約內有關僱傭規定之用。

廿三、僱員同意僱主將已簽署的本僱傭合約副本及修訂副本(如有)交予\_\_\_\_\_ (採購部門之名稱)(註 10)以作記錄及監察僱主履行政府服務合約之用。僱員亦同意該採購部門可將本僱傭合約副本、修訂副本及其他有關資料交予其他政府部門及執法機關作為監察僱主遵守有關法例之用。

僱員簽名

僱主或代表簽名

姓名：\_\_\_\_\_

姓名：\_\_\_\_\_

香港身份證號碼：\_\_\_\_\_

職位：\_\_\_\_\_

簽署日期：\_\_\_\_\_

簽署日期：\_\_\_\_\_

公司印鑑

\* 請刪去不適用者

☐ 請於適當方格劃上“✓”號

#### 附註

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

註 2：如僱員為僱主在同一區域內多於一份政府服務合約中工作，則毋須填寫此政府服務合約編號及本僱傭合約第二、第三及第六(乙)條款，但必須填寫附表。

註 3：「區域」是指根據《2011 年地方選區(立法會)宣布令》而劃分的地區，但將離島區獨立於新界西；因此，有關分區是 6 區，分別為：香港島、九龍西、九龍東、新界西、新界東以及離島。而「區域」只可填寫其中一區並只限於第二條款中所指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：(i) 本僱傭合約第六(甲)條款訂明的每月工資的工資率，須不低於僱主在有關政府服務合約內承諾的每月工資的工資率，或參照簽訂標準僱傭合約須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾的每月工資的工資率計算。
- (ii) 本僱傭合約第六(甲)條款的每月工資的工資率是以每月最高正常工作日數加有薪休息日共\_\_\_\_\_天及平均每日正常工作時數\_\_\_\_\_小時為基數計算。如根據本僱傭合約第三(乙)條款，僱員的用膳時間屬於工作時數，則在計算僱員每月工資時，上述平均每日正常工作時數須包括該段用膳時間。
- (iii) 僱主在有關政府服務合約內承諾的每月工資港幣\_\_\_\_\_元的工資率，是以每月 31 天(27 天正常工作日加 4 天有薪休息日)及平均每日正常工作時數\_\_\_\_\_小時為基數計算。為免生疑問，根據本僱傭合約第四條款，僱員每 7 天可享有 1 天有薪休息日。
- 註 7：本僱傭合約第六(乙)條款的超時工作工資率和休息日/休班日工作工資率，須不低於根據本僱傭合約第六(甲)條款所列的每月工資，以及僱員在該月正常工作日加有薪休息日的日數和註 6(ii)所列的平均每日正常工作時數所計算出的工資率的 100%。
- 註 8：根據《最低工資條例》，僱員就某工資期應獲支付的最低工資，應相等於將他於該工資期的總工作時數(不足一小時亦須計算在內)，乘以該條例所訂定的他的每小時最低工資額。於任何工資期內就某僱員的非工作時數而支付予該僱員的款項，不得算作為須就該工資期或任何其他工資期支付的工資的一部分。如就某工資期支付予某僱員的工資，少於他於該工資期的最低工資，則他有權就該工資期獲得額外報酬，款額為從該筆最低工資中，減去須就該工資期支付的工資後所得之數。
- 註 9：僱員若受聘擔任保安工作，必須根據《保安及護衛服務條例》申領保安人員許可證。
- 註 10：如僱員受聘在多於一份政府服務合約中工作，必須在本僱傭合約第廿二及廿三條款中填寫所有有關的採購部門之名稱。

11.04.2017 修訂版

**適用於政府服務合約承辦商  
與其僱員的標準僱傭合約  
附表**

(如僱員受聘為僱主在同一區域內(註 11)多於一份政府服務合約中工作,則須同時填寫此附表,但毋須填寫標準僱傭合約第二、第三及第六(乙)條款。)

一、僱員由僱主按下列各表內所列的職位及條件聘用。在本僱傭合約期內,如有需要,僱主可緊急或短暫及有限度調配僱員在\_\_\_\_\_區域(註 11)內工作。(註 12)

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

表 (1)	(甲)	政府服務合約編號		採購部門	
		職位		工作地點	
		每天工作時數		每天准予工作時數上限	
	(乙)	每天工作時間	<input type="checkbox"/> 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。 <input type="checkbox"/> 分更制的 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____; 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____;或 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。 僱員的用膳時間由上/下午*_____至上/下午*_____ / 每日_____小時/分鐘*。上述用膳時間: <input type="checkbox"/> 屬於工作時數。用膳時間薪酬已包括在本表(丙)項所列的每月工資內。(註 13) <input type="checkbox"/> 不屬於工作時數。用膳時間薪酬為每天港幣_____元,並為本表(丙)項所列的每月工資以外的額外薪酬。 <input type="checkbox"/> 不屬於工作時數及無薪。 在特殊情況下,因應有關採購部門的要求,僱主可將上述工作時間作出適當調動,但有關調動祇屬短暫性,亦不會影響僱員原本每天的工作時數。		
	(丙)	如根據本表(乙)項所訂的工作時間工作及每星期工作_____天,僱員應收取的每月工資為港幣_____元(但不包括超時工作工資),該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第四條款所列的休息日工資。(註 13)			
(丁)	如需工作超逾本表(乙)項所列的每天工作時間或在休息日/休班日工作,則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日的工作時數所賺取的工資率的_____%(所填寫的數字必須不低於 100)。(註 14)				



表 (2)	(甲)	政府服務合約編號		採購部門	
		職位		工作地點	
		每天工作時數		每天准予工作時數上限	
	(乙)	每天工作時間	<input type="checkbox"/> 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。 <input type="checkbox"/> 分更制的 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____； 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____；或 上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。 僱員的用膳時間由上/下午*_____至上/下午*_____ / 每日_____小時/分鐘*。上述用膳時間： <input type="checkbox"/> 屬於工作時數。用膳時間薪酬已包括在本表(丙)項所列的每月工資內。(註 13) <input type="checkbox"/> 不屬於工作時數。用膳時間薪酬為每天港幣_____元，並為本表(丙)項所列的每月工資以外的額外薪酬。 <input type="checkbox"/> 不屬於工作時數及無薪。 在特殊情況下，因應有關採購部門的要求，僱主可將上述工作時間作出適當調動，但有關調動祇屬短暫性，亦不會影響僱員原本每天的工作時數。		
(丙)	如根據本表(乙)項所訂的工作時間工作及每星期工作_____天，僱員應收取的每月工資為港幣_____元(但不包括超時工作工資)，該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第四條款所列的休息日工資。(註 13)				
(丁)	如需工作超逾本表(乙)項所列的每天工作時間或在休息日/休班日工作，則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日的工作時數所賺取的工資率的_____%(所填寫的數字必須不低於 100)。(註 14)				

三、如僱員在僱主所投得的不同政府服務合約下工作：

- ☐ (甲) 僱員的法定利益如假日薪酬、年假薪酬和疾病津貼需依據《僱傭條例》的規定計算。  
如無法確定僱員應得的假日薪酬、年假薪酬、疾病津貼和其他法定利益的款額，則以本附表第二條款各表內所列的每月工資中最高的一個數額來計算。
- (乙) 僱員的休息日工資須相等於僱員在該月的正常工作日所賺取的平均每日工資(但不包括超時工作工資)。僱主最遲須於休息日後的第一個發薪日支付該等休息日工資給僱員。
- (丙) 如僱員在一段期間未獲僱主提供工作，則僱員仍應收取相等於該僱員在整段未獲提供工作期間本應賺取的工資。  
如無法確定僱員在整段未獲提供工作期間本應賺取的工資數目，則以本附表第二條款各表內所列的每月工資中最高的一個數額來計算。



- ☐ 僱主和僱員可選擇以不低於本附表第二條款各表內所列的每月工資中最高的工資率所釐訂的一個數額劃一計算該僱員的每月工資。如屬此情況，僱員根據本附表第二條款內所列的工作日數及有關政府服務合約所列的工作時間工作，應收取的每月工資為港幣\_\_\_\_\_元(但不包括超時工作工資)，該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第四條款所列的休息日工資。如僱員需工作超逾本附表第二條款各表內有關政府服務合約所列的每天工作時間或在休息日/休班日工作，則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日所賺取的工資率的\_\_\_\_\_%(所填寫的數字必須不低於 100)。(註 15)

僱員簽名

僱主或代表簽名

姓名：_____ 香港身份證號碼：_____ 簽署日期：_____	姓名：_____ 職位：_____ 簽署日期：_____
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\_\_\_\_\_  
公司印鑑

\* 請刪去不適用者

☐ 請於適當方格劃上“✓”號

#### 附註

- 註 11：「區域」是指根據《2011 年地方選區(立法會)宣布令》而劃分的地區，但將離島區獨立於新界西；因此，有關分區是 6 區，分別為：香港島、九龍西、九龍東、新界西、新界東以及離島。而「區域」只可填寫其中一區並只限於本附表第一條款中所指明的工作地點的所屬區域範圍。
- 註 12：本附表第一條款只規定僱主可在本僱傭合約期內緊急或短暫及有限度調配僱員在本附表第一條款列明的區域內工作，並不適用於因本僱傭合約終止或本附表第二條款各表內列明的政府服務合約屆滿而重新調配僱員到其他職位或工作地點的安排。這類安排，須經僱主及僱員雙方協議並符合《僱傭條例》的有關規定。
- 註 13：(i) 本附表第二條款各表內的每月工資的工資率，須不低於僱主在有關政府服務合約內承諾的每月工資的工資率，或參照簽訂標準僱傭合約須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾的每月工資的工資率計算。

- (ii) 本附表第二條款各表內每月工資的工資率是以下列每月最高正常工作日加有薪休息日的日數及平均每日正常工作時數為基數計算。如根據本附表第二條款所表列，僱員的用膳時間屬於僱員的工作時數，在計算僱員每月工資時，僱員的平均每日正常工作時數須包括該段用膳時間。

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

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

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

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

註 14：本附表第二條款各表內所列的超時工作工資率和休息日/休班日工作工資率，須不低於根據本附表第二條款各表內(丙)項所列的每月工資及註 13(ii)所列的有關每月正常工作日加有薪休息日的日數及平均每日正常工作時數所計算出的有關工資率的 100%。

註 15：該超時工作工資率和休息日/休班日工作工資率，須不低於根據本附表第三條款第二個方格中所選擇的劃一每月工資，以及僱員在該月正常工作日加有薪休息日的日數和平均每日正常工作時數所計算出的工資率的 100%。

## **適用於政府服務合約承辦商 與其僱員簽訂標準僱傭合約須知**

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

### **填寫標準僱傭合約及附表必須注意事項**

二、 僱主在有關政府服務合約內承諾每月工資的工資率須不低於以每月最高正常工作日加每月有薪休息日的日數(即 27 天正常工作日加 4 天有薪休息日)及平均每日正常工作時數為基數，乘以根據《最低工資條例》訂明每小時最低工資額而得出的款額(下稱「法定最低工資加有薪休息日的工資率」)。然而，如刊載於政府統計處發表的《工資及薪金總額按季統計報告》(2010 年 12 月版本)內相關行業/職位的平均每月薪金的工資率(下稱「統計處的工資率」)比「法定最低工資加有薪休息日的工資率」高，則僱主承諾的工資率須不低於「統計處的工資率」。此外，日後如有關工資水平由於《最低工資條例》規定的每小時最低工資額作出修訂而有所調整，僱員的工資亦須不低於調整後的工資水平。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾每月工資的工資率計算。有關根據《最低工資條例》訂明每小時最低工資額及相關行業/職位的平均每月工資，請參閱《最低工資條例》附表 3 及政府統計處發表的《工資及薪金總額按季統計報告》(2010 年 12 月版本)。為免生疑問，根據本僱傭合約第四條款，僱員每 7 天可享有 1 天有薪休息日。

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

四、 如僱員只限於在同一份政府服務合約中工作，則必須填寫標準僱傭合約第二、第三及第六(乙)條款有關工作地點、工作時間及超時工作工資和休息日/休班日工作工資，而毋須填寫附表。但如該僱員為僱主在同一區域內多於一份政府服務合約中工作，則必須填寫附表，但毋須填寫標準僱傭合約第二、第三及第六(乙)條款。已填寫的附表乃屬標準僱傭合約的一部份。

五、 填寫標準僱傭合約第三條款關於僱員的工作時間時，僱主須同時填寫註 5 關於僱員的每天准予工作時數上限。該工作時數上限必須與有關政府服務合約內所載的相關資料相同。

六、 填寫標準僱傭合約第六(甲)條款有關僱員的每月工資時，該每月工資的工資率須不低於僱主在有關政府服務合約內承諾每月工資的工資率，或參照本須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。此外，僱主須同時填寫註 6(ii)關於標準僱傭合約第六(甲)條款，及註 6(iii)每月工資的工資率所對應的僱員最高每月正常工作日加休息日的日數及平均每日正常工作時數的資料，以及僱主在有關政府服務合約內承諾每月工資的資料(有關資料必須與政府服務合約內所載的相關資料相同)。僱主在填寫註 6(ii)時須以一個月 31 天，最高正常工作日日數加每七天有一天有薪休息日計算，計算方法為：(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，如僱員為僱主在多於一份政府服務合約中工作，則只須在標準僱傭合約第六(甲)條款第二個方格內填上“✓”號，並於附表內填上有關政府服務合約編號、工作地點、工作時間和每月工資等資料。在計算僱員的每月工資時須參照上述第六段。如僱員在僱主所投得的不同政府服務合約下工作，其實際每月工資需依據所工作的不同政府服務合約在附表第二條款各表內所列的每月工資按有關月份之正常工作日日數加有薪休息日日數為基數計算。如日後附表內的政府服務合約的數目有所變更，僱主必須遵行標準僱傭合約第二十一條款的規定，對附表作出相應修訂。

八、 為免混淆，本標準僱傭合約中所指的「每月工資」，並不包括超時工作工資及各樣津貼。除根據《僱傭條例》和《強制性公積金計劃條例》(第 485 章)的規定而扣減的工資外，僱主須支付不低於僱傭合約上所列的每月工資，亦不可將每月工資分拆為不同項目，但可在每月工資以外加其他工資項目。(例如，僱員的每月工資為港幣 9,000 元，僱主另加津貼港幣 500 元，僱員之每月工資總數應為港幣 9,500 元。)僱員的每月工資及其他收入不得標籤為房屋津貼。

九、 根據標準僱傭合約聘請的僱員是按月計薪的，在計算僱員的缺勤工資、超時工作工資及休息日/休班日工作工資時，應以有關月份的正常工作日日數加有薪休息日的日數為基數計算[參考例三及例四]。在計算僱員的法定利益如假日薪酬、年假薪酬、疾病津貼、產假薪酬和侍產假薪酬時，應以《僱傭條例》的規定來計算。[參考例七至例十一]

十、 填寫附表第二條款各表內有關僱員在不同政府服務合約中工作應收取的每月工資時，該每月工資的工資率須不低於僱主在有關政府服務合約內承諾的每月工資的工資率或參照本須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。此外，僱主須同時填寫註 13 關於附表第二條款各表內每月工資的工資率所對應的每月最高正常工作日日數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)。[參考例五]

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

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

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

### **強積金供款**

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

### 具體例子

十六、為方便僱主計算僱員的每月工資、缺勤工資、超時工作工資、休息日/休班日工作工資及法定利益等，現列舉下列例子，以供參考。

#### 每月工資的釐訂

例一 如根據有關政府服務合約，僱主承諾清潔工人的每月工資為\$8,556.0 [以每月正常工作日加有薪休息日的日數為 31 天及平均每日正常工作時數 8 小時為基數計算]。若清潔工人根據標準僱傭合約第三條款：

- 每星期工作 6 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 31 天  
 $[6(\text{天}) + 1(\text{天})] \times 4 + 3 \text{ 天正常工作日/有薪休息日} = 31 \text{ 天}$   
 該清潔工人應收取的每月工資應不低於**\$8,556.0**；
- 每星期工作 5.5 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 29 天  
 $[5.5(\text{天}) + 1(\text{天})] \times 4 + 3 \text{ 天正常工作日/有薪休息日} = 29 \text{ 天}$   
 該清潔工人應收取的每月工資應不低於**\$8,004.0**  
 $[\$8,556.0 \div 31(\text{天}) \times 29(\text{天}) = \$8,004.0]$ ；
- 每星期工作 5 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 27 天  
 $[5(\text{天}) + 1(\text{天})] \times 4 + 3 \text{ 天正常工作日/有薪休息日} = 27 \text{ 天}$   
 該清潔工人應收取的每月工資應不低於**\$7,452.0**  
 $[\$8,556.0 \div 31(\text{天}) \times 27(\text{天}) = \$7,452.0]$ ；
- 每星期工作 6 天，每天工作時數為 6 小時，則該清潔工人應收取的每月工資應不低於**\$6,417.0**  
 $[\$8,556.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$6,417.0]$ ；或
- 每星期工作 6 天，每天工作時數為 8 小時，另有 1 小時屬於工作時數的有薪用膳時間，則該清潔工人應收取的每月工資應不低於**\$9,625.5**  
 $[\$8,556.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$9,625.5]$ 。

#### 由於法定最低工資額有所修訂而須調整僱員的每月工資

例二 如根據有關政府服務合約，僱主承諾清潔工人的每月工資為\$8,060.0 [以每月正常工作日加有薪休息日的日數為 31 天及平均每日正常工作時數 8 小時為基數計算]。參照本須知第二段所述，由於每小時最低工資額由\$32.5 修訂至\$34.5，該清潔工人的工資水平應調整為\$8,556.0 ( $\$34.5 \times 31(\text{天}) \times 8(\text{小時}) = \$8,556.0$ )。根據標準僱傭合約第三條款及註 6(i)，若清潔工人：

- 每星期工作 6 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 31 天  
 $[6(\text{天}) + 1(\text{天})] \times 4 + 3 \text{ 天正常工作日/有薪休息日} = 31 \text{ 天}$   
 該清潔工人應收取的每月工資應不低於**\$8,556.0**；
- 每星期工作 5.5 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 29 天  
 $[5.5(\text{天}) + 1(\text{天})] \times 4 + 3 \text{ 天正常工作日/有薪休息日} = 29 \text{ 天}$   
 該清潔工人應收取的每月工資應不低於**\$8,004.0**  
 $[\$8,556.0 \div 31(\text{天}) \times 29(\text{天}) = \$8,004.0]$ ；
- 每星期工作 5 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作



日加有薪休息日的日數為 27 天

$[5(\text{天}) + 1(\text{天})] \times 4 + 3 \text{ 天正常工作日 / 有薪休息日} = 27 \text{ 天}$

該清潔工人應收取的每月工資應不低於 \$7,452.0

$[\$8,556.0 \div 31(\text{天}) \times 27(\text{天}) = \$7,452.0]$  ；

- 每星期工作 6 天，每天工作時數為 6 小時，則該清潔工人應收取的每月工資應不低於 \$6,417.0  
 $[\$8,556.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$6,417.0]$  ；或
- 每星期工作 6 天，每天工作時數為 8 小時，另有 1 小時屬於工作時數的有薪用膳時間，則該清潔工人應收取的每月工資應不低於 \$9,625.5  
 $[\$8,556.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$9,625.5]$  。

#### 缺勤工資的計算方法

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

- (1) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$8,556.0，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 \$305.6  
 $[\$8,556.0 \div 28(\text{天}) = \$305.6]$  ；
    - 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 \$276.0  
 $[\$8,556.0 \div 31(\text{天}) = \$276.0]$  ；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 \$285.2  
 $[\$8,556.0 \div 30(\text{天}) = \$285.2]$  。
  - (2) 如僱員每星期工作 5 天，每天工作時數為 8 小時，每星期有 1 天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$7,452.0，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 \$310.5  
 $[\$7,452.0 \div (28 - 4(\text{天})) = \$310.5]$  ；
    - 於三月缺勤 1 天，而三月的曆日日數為 31 天及 4 天休班日，則應扣除的缺勤工資為 \$276.0  
 $[\$7,452.0 \div (31 - 4(\text{天})) = \$276.0]$  ；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 \$286.6  
 $[\$7,452.0 \div (30 - 4(\text{天})) = \$286.6]$  。
  - (3) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為 \$8,556.0，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 \$276.0  
 $[\$8,556.0 \div 31(\text{天})^{\#} = \$276.0]$  。
- (<sup>#</sup>在計算三月份缺勤工資時，僱員的正常工作日(包括於正常工作日放取的 5 天有薪年假)加有薪休息日的日數為 31 天。)

**超時工作及休息日/休班日工作工資的計算方法**

例四 (1) 如僱員每星期工作 6 天，每天工作 8 小時及沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$8,556.0，

- 該僱員在二月份的超時工作及休息日/休班日工作的工資率須不低於：
  - 每天：\$305.6 [ $\$8,556.0 \div 28(\text{天}) = \$305.6$ ]；以及
  - 每小時：\$38.2 [ $\$8,556.0 \div 28(\text{天}) \div 8(\text{小時}) = \$38.2$ ]；
- 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：\$276.0 [ $\$8,556.0 \div 31(\text{天}) = \$276.0$ ]；以及
  - 每小時：\$34.5 [ $\$8,556.0 \div 31(\text{天}) \div 8(\text{小時}) = \$34.5$ ]；或
- 該僱員在四月份(四月的曆日日數為 30 天)的超時工作及休息日/休班日工作的工資率須不低於：
  - 每天：\$285.2 [ $\$8,556.0 \div 30(\text{天}) = \$285.2$ ]；以及
  - 每小時：\$35.7 [ $\$8,556.0 \div 30(\text{天}) \div 8(\text{小時}) = \$35.7$ ]。

(2) 如僱員每星期工作 5 天，每天工作 8 小時及每星期有 1 天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$7,452.0，

- 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：\$310.5 [ $\$7,452.0 \div [28 - 4(\text{天})] = \$310.5$ ]；以及
  - 每小時：\$38.8 [ $\$7,452.0 \div [28 - 4(\text{天})] \div 8(\text{小時}) = \$38.8$ ]；
- 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：\$276.0 [ $\$7,452.0 \div [31 - 4(\text{天})] = \$276.0$ ]；以及
  - 每小時：\$34.5 [ $\$7,452.0 \div [31 - 4(\text{天})] \div 8(\text{小時}) = \$34.5$ ]；或
- 該僱員在四月份(四月的曆日日數為 30 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
  - 每天：\$286.6 [ $\$7,452.0 \div [30 - 4(\text{天})] = \$286.6$ ]；以及
  - 每小時：\$35.8 [ $\$7,452.0 \div [30 - 4(\text{天})] \div 8(\text{小時}) = \$35.8$ ]。

(3) 如僱員每星期工作 6 天，每天工作 8 小時，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$8,556.0，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 \$276.0 [ $\$8,556.0 \div 31(\text{天})^{\#} = \$276.0$ ]；以及
- 每小時 \$34.5 [ $\$8,556.0 \div 31(\text{天})^{\#} \div 8(\text{小時}) = \$34.5$ ]。

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

**僱員為僱主在兩份或以上政府服務合約中工作的休息日工資及月薪的計算方法**

例五 (1) 如僱員需於兩份政府服務合約工作，而在附表第二條款各表所載的每月工資分別為 \$8,556.0 [表(1)]和\$8,804.0 [表(2)]，該僱員每星期需工作 6 天，每天工作 8 小時及每 7 天有 1 天有薪休息日，

- 如該僱員在一個有 30 天的月份內享有 4 天有薪休息日，僱員為表(1)的合約工作 10 天及為表(2)的合約工作 16 天，
  - 僱員 26 天工作的工資為\$7,547.5

- [  $\$8,556.0 \div 30(\text{天}) \times 10(\text{天}) + \$8,804.0 \div 30(\text{天}) \times 16(\text{天}) = \$7,547.5$  ] ；
- 僱員的休息日工資應不低於每天**\$290.3**  
[  $\$7,547.5 \div 26(\text{天}) = \$290.3$  ] ；以及
  - 僱員在該月的工資應不低於**\$8,708.7**  
[  $\$7,547.5 + \$290.3 \times 4(\text{天}) = \$8,708.7$  ] 。
- 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**\$7,272.0**  
[  $\$8,556.0 \div 31(\text{天}) \times 14(\text{天}) + \$8,804.0 \div 31(\text{天}) \times 12(\text{天}) = \$7,272.0$  ] ；
    - 僱員的休息日工資應不少於每天**\$279.7**  
[  $\$7,272.0 \div 26(\text{天}) = \$279.7$  ] ；以及
    - 僱員在該月的工資應不少於**\$8,670.5**  
[  $\$7,272.0 + [ \$279.7 \times 5(\text{天}) ] = \$8,670.5$  ] 。
- (2) 如僱員需於兩份政府服務合約工作，而在附表第二條款各表所載的每月工資分別為**\$7,452.0**[表(1)]和**\$7,668.0**[表(2)]，該僱員每星期需工作 5 天，每天工作 8 小時及每 7 天有 1 天有薪休息日，
- 如該僱員在一個有 30 天的月份內享有 4 天有薪休息日及 4 天無薪休班日，僱員為表(1)的合約工作 10 天及為表(2)的合約工作 12 天，
    - 僱員 22 天工作的工資為**\$6,405.3**  
[  $\$7,452.0 \div [ 30 - 4(\text{天}) ] \times 10(\text{天}) + \$7,668.0 \div [ 30 - 4(\text{天}) ] \times 12(\text{天}) = \$6,405.3$  ] ；
    - 僱員的休息日工資應不低於每天**\$291.2**  
[  $\$6,405.3 \div 22(\text{天}) = \$291.2$  ] ；以及
    - 僱員在該月的工資應不低於**\$7,570.1**  
[  $\$6,405.3 + [ \$291.2 \times 4(\text{天}) ] = \$7,570.1$  ] 。
  - 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**\$6,160.0**  
[  $\$7,452.0 \div [ 31 - 4(\text{天}) ] \times 11(\text{天}) + \$7,668.0 \div [ 31 - 4(\text{天}) ] \times 11(\text{天}) = \$6,160.0$  ] ；
    - 僱員的休息日工資應不低於每天**\$280.0**  
[  $\$6,160.0 \div 22(\text{天}) = \$280.0$  ] ；以及
    - 僱員在該月的工資應不低於**\$7,560.0**  
[  $\$6,160.0 + [ \$280.0 \times 5(\text{天}) ] = \$7,560.0$  ] 。

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

例六 僱員需於兩份政府服務合約工作，而僱主和僱員可同意選擇以不低於附表第二條款各表所列的每月工資中最高的工資率所釐訂的一個數額劃一計算該僱員的每月工資、超時工作和休息日/休班日工作的工資。如該僱員每星期需工作 6 天：

- (1) 如在附表第二條款各表所列的每月工資分別為：
- **\$8,556.0** {每星期工作 6 天及每天工作 8 小時[表(1)]} ；以及
  - **\$8,804.0** {每星期工作 6 天及每天工作 8 小時[表(2)]} ；



所選擇的劃一每月工資須不低於**\$8,804.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$8,804.0**為基數計算。

(2) 如在附表第二條款各表所列的每月工資分別為：

- **\$7,452.0** {每星期工作 5 天及每天工作 8 小時[表(1)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為**\$8,556.0**  
[ $\$7,452.0 \div 27(\text{天}) \times 31(\text{天}) = \$8,556.0$ ]；以及
- **\$8,236.0** {每星期工作 5.5 天及每天工作 8 小時[表(2)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為**\$8,804.0**  
[ $\$8,236.0 \div 29(\text{天}) \times 31(\text{天}) = \$8,804.0$ ]；

所選擇的劃一每月工資須不低於**\$8,804.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$8,804.0**為基數計算。

(3) 如在附表第二條款各表所列的每月工資分別為：

- **\$7,452.0** {每星期工作 5 天及每天工作 8 小時[表(1)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為**\$8,556.0**  
[ $\$7,452.0 \div 27(\text{天}) \times 31(\text{天}) = \$8,556.0$ ]；以及
- **\$5,751.0** {每星期工作 5 天及每天工作 6 小時[表(2)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為**\$8,804.0**  
[ $\$5,751.0 \div 27(\text{天}) \times 31(\text{天}) \div 6(\text{小時}) \times 8(\text{小時}) = \$8,804.0$ ]；

所選擇的劃一每月工資須不低於**\$8,804.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$8,804.0**為基數計算。

#### 假日薪酬的計算方法

例七 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為**\$8,556.0**，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：**\$101,568.0**，包括工作 301 天、52 天有薪休息日及 8 天有薪法定假日(其間沒有加班工作)
- 在該 12 個月期間放取而獲付少於全部工資的假期：4 天無薪法定假日(受僱期首 3 個月內的法定假日無薪)
- 須剔除的期間及款額：4 天無薪法定假日(由於該 4 天為無薪法定假日，故須剔除的款額為「\$0」)
- 假日薪酬的款額： $[(\$101,568.0 - \$0) \div (365 - 4)(\text{天})] = \$281.4$ 。

#### 年假薪酬的計算方法

例八 如僱員每星期工作 5.5 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為**\$8,004.0**，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：**\$96,048.0**，包括工作 275 天及以下假期(其間沒有加班工作)：
  - 52 天有薪休息日
  - 12 天有薪法定假日
  - 26 天無薪休班日
- 須剔除的期間及款額：26 天無薪休班日(因該 26 天休班日為無薪，故須剔除的款額為「\$0」)
- 5 天的年假薪酬： $[(\$96,048.0 - \$0) \div (365 - 26)(\text{天}) \times 5(\text{天})] = \$1,416.6$ 。

例九 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為**\$8,556.0**，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：\$129,672.0，包括
  - 工作 301 天、52 天有薪休息日及 12 天有薪法定假日共 \$102,672.0
  - 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： $[(\$129,672.0 - \$0) \div (365 - 0) (\text{天}) \times 5 (\text{天})] = \$1,776.3$ 。

#### 疾病津貼的計算方法

例十 如僱員每星期工作 5 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為 \$7,452.0，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：\$88,872.0，包括工作 240 天及以下假期(其間沒有加班工作)：
  - 52 天有薪休息日
  - 12 天有薪法定假日
  - 7 天有薪年假
  - 52 天無薪休班日
  - 5 月份 1 天無薪假(在僱主同意下放取的假期)
  - 7 月份 1 天無薪假(在僱主同意下放取的假期)
- 須剔除的期間及款額：52 天無薪休班日及 2 天無薪假 (由於該 54 天為無薪假，故須剔除的款額為「\$0」)
- 4 天的疾病津貼：
 
$$[(\$88,872.0 - \$0) \div (365 - 54) (\text{天})] \times 4 (\text{天}) \times 4/5 = \$285.8 \times 4 (\text{天}) \times 4/5 = \$914.6$$

#### 代通知金的計算方法

例十一 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為 \$8,556.0。標準僱傭合約第十七條款列明，僱傭雙方並無試用期，通知期為 7 天，或相等的代通知金。如僱主終止僱員的合約，該僱員的代通知金應為：

- 緊接通知日期前 12 個月所賺取的薪酬：\$102,672.0，包括工作 301 天、52 天有薪休息日及 12 天有薪法定假日(其間沒有加班工作)
- 須剔除的期間及款額：因為僱員在該 12 個月內沒有因放取假期而獲支付少於全部工資，故須剔除的期間及款額均為「0」
- 7 天代通知金金額： $[(\$102,672.0 - \$0) \div (365 - 0) (\text{天})] \times 7 (\text{天}) = \$1,969.1$ 。

2017 年 4 月

**Contract Schedule 10****Information of Tenderer**

**Note** : Tenderers **MUST** fill in the information required in this Form even if a separate report is submitted. Separate sheets can be used if space provided below is insufficient.

1. **Name of Tenderer** (registered Name of Company) (*copies of relevant supporting documents such as current business registration certificate, tax return, Memorandum and Articles of Association, Certificate of Incorporation, Partnership Agreement, where applicable, shall be attached*)

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2. **Length of Business Experience and Present Business**

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3. **Particulars of Company**

(a) Year of establishment \_\_\_\_\_

(b) Ownership / shareholders / partners of Company (including names and residential addresses):

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(c) Bankers (Names & addresses of bankers who are prepared to provide reference)

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Details of Company's Bank Account for payment of Contract price:

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(d) No. of employees currently employed

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(e) No. of non-skilled workmen currently employed on dead/debilitated/trapped birds or animal carcass collection and delivery jobs

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(f) Others (*Please specify*) \_\_\_\_\_

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**4. Financial Status of the Company**

(a) Liability : HK\$ \_\_\_\_\_ (as at \_\_\_\_\_ )

(b) Capital :

Paid up Capital : HK\$ \_\_\_\_\_ (as at \_\_\_\_\_ )

**5. Particulars of Contact Person of the Company**

Name of Contact Person in English (in Block Letters) \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**6. I certify that the details of the company stated in this form are true and correct.**

**Part VII****THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION****AGRICULTURE, FISHERIES AND CONSERVATION  
DEPARTMENT****INVITATION FOR TENDER FOR SERVICES****Provision of Dead/Debilitated/Trapped Bird  
Collection and Delivery Services  
(Tender Ref.: AFCD/IQ/AH/01/18)****OFFER TO BE BOUND**

1. Having read the Terms of Tender, the General Conditions of Contract, Special Conditions of Contract, the Contract Schedules, Annexes and Appendixes and all other attachments of the Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We agree to abide by this tender for the period of one hundred and twenty (120) days from Tender Closing Date and my/our tender shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
3. I/We do hereby agree to carry out the whole of the Services which may, during the Contract Period or any extension thereto be required, by or on behalf of the Government Representative to be carried out, at the prices quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the Terms of Tender, General Conditions of Contract, Special Conditions of Contract, the Contract Schedules, Annexes and all other attachments.
4. I/We hereby declare that the information provided by me/us in the tender is true and accurate.
5. I/We also certify that the particulars given by me/us below, are correct:

- (a) The number of my/our/the Company's/Companies' Business Registration Certificates is/are .....
- (b) The date of expiry of my/our/the Company's/Companies' Business Registration Certificate(s) is/are .....  
.....
- (c) I am/We are/The Company/The Companies Note(i) is/are covered by an Employees' Compensation Insurance Policy (or Policies) the particulars of which are as follows:

Policy No. ....

Name of Insurance Company .....

Period covered by the Policy is from .....  
to .....

Brief particulars of the cover provided and any special conditions are as follows:

.....  
.....

6. I am/We are duly authorized to bind the Company by my/our signature(s).

— or —

I am a partner/We are partners in the Firm and duly authorized to bind the Firm and the partners of the Firm for the time being.

7. The name of the Company/Firm is .....  
.....
8. The registered office of the Company is situated at .....  
.....  
.....Hong Kong.

— or —

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

.....  
 .....

— or —

[The respective names and registered offices of the companies comprising the consortium are as follows:]

.....  
 .....  
 .....

9. Name(s), Title(s) and address(es) of person(s) signing:

.....  
 .....

Authorised Signature(s):

.....  
 .....

Dated this ... day of..... 20.....

*Notes* (ii) All the particulars required above must be provided.  
 (iii) Strike out clearly alternatives which are not applicable.