

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION OF
THE PEOPLE'S REPUBLIC OF CHINA**

EDUCATION BUREAU

Invitation to Quotation

**Quotation Reference: EDB LCUP/3-5/8/8(6)
Provision of Cleansing Services for Li Cheng Uk Government Primary School**

PART 1 - COMPOSITION OF QUOTATION DOCUMENTS

The Quotation Documents identified as Quotation Reference: EDB LCUP/3-5/8/8(6) consist of the following documents –

Part 1	Composition of Quotation Documents
Part 2	Interpretation
Part 3	Terms of Quotation
Part 4	Conditions of Contract
Part 5	Contract Schedules
	Contract Schedule 1 – Price Proposal
	Contract Schedule 2 – Wage Proposal
	Contract Schedule 3 – Details of the Bank Account for Payment of Monthly Fee
	Contract Schedule 4 – Information Schedule
	Contract Schedule 5 – Schedule of Services
Part 6	Offer to be Bound
Appendix A	Working Background and Status of Service Provider
Appendix B	Statement of Convictions
Appendix C	Sub-contractor's Acknowledgement
Appendix D	Non-collusive Quotation Certificate
Appendix E	Standard Employment Contract with the Accompanying Guidance Notes
Appendix F	The Municipal Solid Waste Schedule

PART 2 - INTERPRETATION

In the documents issued by the Government in connection with this Invitation to Quotation (including the Contract that is made pursuant to this Invitation to Quotation), unless otherwise defined or the context otherwise requires:

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

“Appendix”	means an appendix attached to the Quotation Documents;
“billing period”	means one or more period(s) within the Service Period during which one or more Item(s) / Location Item(s) of Services are provided and are payable for each such period;
“Cleansing Workers”	means any person who is deployed by the Contractor to provide the Services as set out in the Schedule of Services;
“Commencement Date”	means 1 August 2023, or such earlier or later date as may be specified by the Government in accordance with Clause 1 of the Conditions of Contract;
“Companies Registry”	means the Companies Registry of the Government;
“Conditions of Contract”	means the Conditions of Contract set out in Part 4 of the Quotation Documents;
“Contract”	means the contract made between the Government and the Contractor for the provision of the Services on the terms and conditions set out in the Quotation Documents, the Quotation submitted by the Contractor (to the extent accepted by the Government) and the attachments to any of the above;
“Contract Price”	means in relation to the Services comprising one or more Item(s) / Location Item(s), and in respect of a billing period during which such Item(s) / Location Item(s) of Services are provided, the amount payable for such Service(s) over that billing period on and subject to the terms and conditions of the Contract and is to be calculated based on the Monthly Rate per such billing period for such Item(s) / Location Item(s) as specified in the Contract Schedule 1 (Price Proposal);
“Contractor”	means the Service Provider whose Quotation is accepted by the Government;
“Debarment Period”	means the period during which a Service Provider is debarred from tendering for any Non-skilled Worker Contract due to: <ul style="list-style-type: none"> (a) conviction of any of the Relevant Offences, as provided under Paragraph 6 of the Terms of Quotation; or

- (b) accumulation of three Demerit Points over a rolling period of 36 months, as provided under Paragraph 7 of the Terms of Quotation;

“Demerit Points”	<p>means the demerit point attracted due to issue of notices of default by any Government bureaux or departments for breaches of contractual obligations under a Non-skilled Worker Contract in respect of:</p> <ul style="list-style-type: none"> (a) Wages; (b) holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month; (c) wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted; (d) daily maximum working hours; (e) signing of Standard Employment Contracts with Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days; (f) payment of wages by means of autopay to Non-skilled Workers employed for the performance of a Non-skilled Worker Contract if the employment period exceeds seven (7) days (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned); and (g) gratuity payable to Non-skilled Workers with no less than one year of service under a continuous contract;
“Education Bureau” or “EDB”	means the Education Bureau of the Government;
“Estimated Service Price”	means the amount(s) specified in Contract Schedule 1 (Price Proposal) under the heading “Estimated Service Price”;
“Force Majeure Event”	<p>means:</p> <ul style="list-style-type: none"> (a) any supervening outbreak of war affecting Hong Kong and/or any other parts of the PRC, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the PRC, civil war, riot, civil disturbances, fire if not caused or contributed to by the Contractor, its related persons (as defined in Paragraphs 25.6 and 25.7 of the Terms of Quotation) or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God;

(b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Contractor, its related persons (as defined in Paragraphs 25.6 and 25.7 of the Terms of Quotation) or any employee or agent or ex-employee or ex-agent thereof; or

(c) any supervening epidemic outbreak in Hong Kong;

and which, in any case of (a), (b) and (c) above, prevents the performance of the duties and obligations of any party hereunder;

“general holiday” or “public holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong);
“Good Industry Practice”	means the standards, practices, methods and procedures conforming to law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Government”	means the Government of Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Data” or “Government Property”	means all property, equipment, data, documents, information, text, drawings, pictures, diagrams, images, sound or music, and any other materials of whatsoever nature (tangible or intangible) stored, presented or embodied in any medium, and which are provided or to be provided by the Government to the Contractor under or for the purposes of or in relation to the Contract or otherwise the Contractor has access;
“Government Representative”	means the Permanent Secretary for Education or any officer authorised to act on her behalf for the purpose of this Invitation to Quotation and of the Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong dollars”	means the lawful currency of Hong Kong;
“Inspecting Officer”	means the officer appointed by the Government Representative for the purpose of inspecting the Services performed in pursuance of the Contract;
“Intellectual Property Rights” or “IPR”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights of whatever nature and wheresoever arising, whether now known or created in the future, in each case whether

	registered or unregistered, and include applications for the grant of any such rights;
“Interpretation”	means this Interpretation section;
“Invitation to Quotation”	means this invitation to quotation for the provision of the Services to the Government on the terms and conditions set out in the Quotation Documents;
“Item”	means the services specified in Contract Schedule 1 with a unique item number assigned to them in that Schedule, and shall be inclusive of all related services and subject matters specified in the Contract;
“Letter of Acceptance”	has the meaning given to it in Paragraph 27 of the Terms of Quotation;
“Location Item”	means the services specified in the column of the table with heading “Location of School Premises” in Contract Schedule 1 with a unique item number and where applicable letter assigned to them in the first column of that same table in that Schedule, and shall be inclusive of all related services and subject matters specified in the Contract;
“Materials”	means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Contractor, its employees, agents or sub-contractors in relation to the Services (whether individually or collectively or jointly with the Government) including without limitation, any reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Contractor in relation to the Services recorded or stored by whatever means;
“Monthly Fee”	means the monthly amount payable to the Contractor for the provision of the Services in accordance with Clause 11 of the Conditions of Contract, subject to and after any adjustment or deduction;
“Monthly Rate”	means the monthly rate(s) for a Location Item set out in the Contract Schedule 1;
“Non-collusive Quotation Certificate”	means a document known as such and in the form of Appendix D for completion and submission by the Service Provider as part of its Quotation under Paragraph 14.2 of the Terms of Quotation;
“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor and/or the sub-contractor to work under the Contract, and for the present purpose, include Cleansing Workers;

“Non-skilled Worker Contract”	means a non-works service contract of the Government that rely heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Quotation, include this Contract;
“Parties” (in upper or lower case)	means the Government and the Contractor; and “Party” (in upper or lower case) means any one of them;
“Price Proposal”	means Contract Schedule 1 (Price Proposal) of the Quotation Documents;
“PRC”	means the People’s Republic of China;
“Quotation”	means an offer to provide the Services as submitted by a Service Provider in response to the Invitation to Quotation;
“Quotation Closing Date”	means the date specified in Paragraph 3.7(a)(ii) of the Terms of Quotation as the same may be extended by the Government from time to time whether in accordance to Paragraph 3.8(b) of the Terms of Quotation or otherwise;
“Quotation Closing Time”	means the time on the Quotation Closing Date before which Quotations must be deposited with the Government in the manner stipulated in Paragraph 3.7(a) of the Terms of Quotation as the same may be extended from time to time whether in accordance with Paragraph 3.8(b) of the Terms of Quotation or otherwise;
“Quotation Documents”	means the documents issued by the Government for the purpose of the Invitation to Quotation with the full list set out in Part 1 – Composition of Quotation Documents;
“Quotation Submission Date”	means the date of the Offer to be Bound;
“Relevant Offences”	means the offences as defined in Paragraph 6.1 of the Terms of Quotation;

“Review Mechanism”	means the mechanism under which any person who is debarred from tendering for any Non-skilled Worker Contract due to conviction of any of the Relevant Offences may apply to the Central Tender Board of the Government to review the length of the Debarment Period. Details of the mechanism are set out in the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm . For the avoidance of doubt, the Review Mechanism does not apply to the Debarment Period imposed as a result of accumulation of Demerit Points;
“Schedule of Services”	means the specifications referred to in Contract Schedule 5 of, and attached to the Quotation Documents;
“Schedules”	means the Contract Schedules;
“School Premises”	means the school of the Education Bureau more particularly set out in Contract Schedule 5 (Schedule of Services);
“Service Period”	means the period as specified in Clause 1.1 of the Conditions of Contract and any adjustment made pursuant to Clause 1.2 of the Conditions of Contract;
“Service Provider”	means the person whose particulars are set out in the “Offer to be Bound”;
“Services”	means the services to be provided by the Contractor to the Government as specified in Contract Schedule 5 (Schedule of Services);
“Specified Quotation Box”	means the quotation box specified in Paragraph 3.7(a)(ii) of the Terms of Quotation or, where applicable, other places assigned by a Government officer for depositing bulky quotations;
“Standard Employment Contract”	means the written employment contracts to be entered into between the Contractor and its Non-skilled Workers and, where applicable, the written employment contracts to be entered into between the sub-contractor and its Non-skilled Workers, a copy of such contract and its guidance notes are annexed to the Quotation Documents as Appendix E ;
“Statement of Convictions”	means the Statement of Convictions in respect of the Relevant Offence in the form of Appendix B ;
“Statutory Minimum Wage (SMW) plus rest day pay rate”	shall have the same meaning as ascribed to it in the Guidance Notes accompanying the Standard Employment Contract in Appendix E ;

“Statutory Minimum Wage” or “SMW”	means the hourly wage rate as specified in Schedule 3 to the Minimum Wage Ordinance (Chapter 608 of the Laws of Hong Kong);
“Sub-contractor’s Acknowledgement”	means the Sub-contractor’s Acknowledgement in the form of Appendix C ;
“Terms of Quotation”	means the Terms of Quotation set out in Part 3 of the Quotation Documents;
“Total Estimated Service Price”	means an amount equal to the summation of the Estimated Service Price for all such Location Item(s) in Item 1 of the Contract Schedule 1 (Price Proposal) and Item 2 of that Schedule. For the purpose of Contract, it means an amount which have been awarded to the Contractor; and
“working day”	means Monday to Friday, other than a public holiday, or a day on which Tropical Cyclone Warning Signal no. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any time during the normal business hours.

1.2 Unless otherwise expressly stated to the contrary, the following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for ease of reference only and shall not affect the construction of the Quotation Documents or the Contract;
- (d) references to a document shall:
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Quotation Documents or the Contract;
- (e) references to “Service Provider” or “Contractor” shall include its permitted assigns, successors-in-title, or any persons deriving title under them;

- (f) references to “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (g) references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
- (h) references to “laws” and “regulations” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity, regardless of the jurisdiction;
- (i) any word or expression to which a specific meaning has been attached in any part of the Quotation Documents shall bear such meaning whenever it appears in the same and other parts of the Quotation Documents;
- (j) a time of a day shall be construed as a reference to Hong Kong time;
- (k) references to “normal business hours” mean 0900 to 1800 hours;
- (l) references to a day mean a calendar day;
- (m) references to a month or a monthly period mean a calendar month;
- (n) any negative obligation imposed on any Party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any Party shall be construed as if it were also an obligation to procure that the act or thing in question be done;
- (o) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;
- (p) words importing the whole shall be treated as including a reference to any part of the whole;
- (q) the expressions “include” and “including” shall be construed without limitation to the words following;
- (r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Quotation Documents or by reference to any other definition;
- (s) references to “in writing” include manuscript, typewriting, printing, lithography, photography, facsimile, electronic mail and any other modes of representing and reproducing words in a legible form;
- (t) reference to “original signature” or “originally signed” includes a digital image of a hand-written signature (viz., a scanned signature);

- (u) where a general obligation in the Quotation Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed; and
 - (v) the expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong). The expression “officer” has the meaning given to it in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
- 1.3 Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.
- 1.4 All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.
- 1.5 Unless otherwise provided for in the Quotation Documents, all Quotations and payments shall be made in Hong Kong dollars.

PART 3 - TERMS OF QUOTATION

ALL SERVICE PROVIDERS ARE ADVISED TO READ THE QUOTATION DOCUMENTS CAREFULLY PRIOR TO PREPARING THEIR SUBMISSION. ANY SUBMISSION WHICH DOES NOT FOLLOW THE INSTRUCTIONS CONTAINED IN THE DOCUMENT WILL BE CONSIDERED INCOMPLETE AND MAY BE DISQUALIFIED.

1. Invitation to Quotation

- 1.1 Quotations are invited for the provision of all of the Services subject to and in accordance with the Quotation Documents.
- 1.2 A Service Provider must be a body corporate either incorporated or registered under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
- 1.3 A Service Provider should read the Quotation Documents carefully prior to submitting a Quotation and ensure that it understands all requirements of the Quotation Documents.
- 1.4 A Service Provider should obtain such independent advice from its own advisers as it considers appropriate.
- 1.5 A Service Provider should check the numbers of pages of the Quotation Documents. If it finds any missing or indistinct pages, it should inform the Government Representative immediately so that the same can be rectified.
- 1.6 A Service Provider will be regarded to be thoroughly conversant with all aspects of the Quotation Documents (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Quotation or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Service Provider or any neglect or failure of the Service Provider to obtain any information or clarification relating to the provision of the Services to the Government in accordance with the Contract.
- 1.7 No error, mistake, neglect or failure by a Service Provider shall affect any provision of the Quotation Documents (including the Contract) or relieve the Service Provider from any of its obligations or liabilities under the Quotation Documents (including the Contract). For the avoidance of doubt, a successful Service Provider shall not be entitled to any additional payment, compensation or allowance by reason of any such error, mistake, neglect or failure. If a Service Provider is awarded the Contract, it shall not be excused from any liability under the Contract as a consequence of any misinterpretation by it of any matter or fact relating to the Quotation Documents or the Contract.
- 1.8 Information, statistics and forecasts set out in the Quotation Documents are provided for a Service Provider's reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government does not bind itself to adhere to such information, statistics and forecasts.

- 1.9 Without prejudice to Paragraph 1.8 above, the estimated requirement of the Services specified in **Contract Schedule 5** (Schedule of Services) is estimate of the Services that may be required by the Government. They are given for a Service Provider's reference only and are not figures to which the Government binds itself to adhere. The Government's actual requirements may vary depending on the actual need of the Education Bureau and the successful Service Provider must accept any increase or decrease of the stated estimates.
- 1.10 By submitting a Quotation, a Service Provider will be regarded to have agreed to all the terms and conditions set out in the Quotation Documents.
- 1.11 The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Quotation and a Quotation submitted by a Service Provider in response to this Invitation to Quotation.

2. Supplementary Information/Quotation Addenda

The Government may issue addendum to the terms and conditions set out in the Quotation Documents before the Quotation Closing Time. All supplementary information or quotation addenda will be provided in writing by the Government with content and number of pages described and forwarded to all Service Providers who are known to receive the Quotation Documents by post or fax. Such supplementary information or quotation addenda will be formed as part of the Contract afterwards.

3. Quotation Preparation and Submission

- 3.1 Save in accordance with the terms of the Quotation Documents, a Service Provider must not alter any provision of the Quotation Documents.
- 3.2 A Quotation must be completed in either English or Chinese and in accordance with other requirements of the Quotation Documents. The Government **will not consider** a Quotation that is completed in any other language.
- 3.3 A Service Provider shall submit, in the following manner, its completed Quotation together with all information and documents required under the Quotation Documents or relevant to its Quotation in accordance with the terms of the Quotation Documents. A Quotation not so submitted (for example, a Quotation submitted by e-mail or facsimile) **will not be considered**.

Quotation Submission:

Service Providers are expected to complete the following in the Quotation Documents in writing on hardcopy and submitted IN DUPLICATE in accordance with Paragraph 3.7 below –

- | | | |
|-------------------------|---|--|
| (a) Part 6 | - | Duly signed "Offer to be Bound" |
| (b) Contract Schedule 1 | - | Price Proposal |
| (c) Contract Schedule 2 | - | Wage Proposal |
| (d) Contract Schedule 3 | - | Details of the Bank Account for Payment of Monthly Fee |
| (e) Contract Schedule 4 | - | Information Schedule |

- (f) Appendix A - Working Background and Status of Service Provider
- (g) Appendix B - Statement of Convictions
- (h) Appendix C - Sub-contractor's Acknowledgement, if applicable
- (i) Appendix D - Non-collusive Quotation Certificate

3.4 The Service Provider must submit all of the following in its Quotation before the Quotation Closing Time, otherwise its Quotation will not be considered further:

- (a) **a duly signed Part 6 "Offer to be Bound" containing an original signature by or on behalf of the Service Provider. The Part 6 "Offer to be Bound" to be submitted (other than the signature on the Offer to be Bound which must be original) shall be Part 6 of the Quotation Documents or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 6 of the Quotation Documents (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Quotation with the non-conforming Offer to be Bound will not be considered further; and**
- (b) **the Monthly Rate quotations for all Location Item(s) in Item 1 of Contract Schedule 1 (Price Proposal).**

(Note: Service Provider shall observe the Note 4 for Item 2 in **Contract Schedule 1 (Price Proposal)** about the quotes for the Quoted MSW Charges and the Monthly Administrative Fee (MSW).)

3.5 The Government may not consider a Quotation (or will not consider a Quotation where it is expressly so stated) if:

- (a) false, inaccurate or incorrect information is given in the Quotation; or
- (b) any proposal, document or information requested in the Quotation Documents is not furnished in full in the Quotation.

3.6 When completing the Quotation Documents (including the Offer to be Bound in Part 6), a Service Provider shall ensure that the name of the Service Provider is the same as the name shown in:

- (a) if the Service Provider is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Service Provider; or
 - (ii) if there is a change of name of the Service Provider since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Service Provider; or
 - (iii) its business name as shown in the current business registration certificate of the Service Provider;

- (b) if the Service Provider is formed, established or incorporated outside Hong Kong, a document equivalent to Paragraph 3.6 (a)(i), (a)(ii) or (a)(iii) above (as the case may be) issued by a governmental or competent authority of the place where the Service Provider is formed, established or incorporated.

3.7 Execution and Submission of Quotations

- (a) The Quotation comprising all information and documents required under these Terms of Quotation, in **DUPLICATE**, should be:
 - (i) enclosed in a sealed envelope addressed to the Chairman, Quotation Opening Team and clearly marked “Quotation Ref.: EDB LCUP/3-5/8/8(6) – Quotation for the Provision of Cleansing Services for Li Cheng Uk Government Primary School”; and
 - (ii) deposited in the quotation box situated at 43 Tonkin Street, Shamshuipo, Kowloon before **12:00 on 30 May 2023 (Tuesday)** (“Quotation Closing Time”).

A Quotation not complying with the requirements in this Paragraph 3.7(a) **may not be considered** further.

- (b) Part 6 “Offer to be Bound” of the Quotation Documents shall be duly signed by one or more persons who are duly authorised by the Service Provider to sign and submit the Quotation for and on behalf of the Service Provider.
- (c) A Quotation **will not be considered further** if Part 6 “Offer to be Bound” of the Quotation Documents is not signed in the manner described in Paragraph 3.7(b) above or submitted with the Quotation before the Quotation Closing Time.

3.8 Quotation Closing Time

- (a) A Quotation must be deposited in the Specified Quotation Box before the Quotation Closing Time. **A Quotation deposited in the Specified Quotation Box at or after the Quotation Closing Time, or a Quotation not deposited in the Specified Quotation Box, will not be considered.**
- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is / are in force for any duration between 0700 and 0900 hours on the date specified in Paragraph 3.7(a)(ii) above, the latest date and time before which Quotations are to be deposited in the Specified Quotation Box will be extended to 0900 hours on the next working day.

4. Quotations to Remain Open

- 4.1 A Quotation once submitted by a Service Provider will be binding on the Service Provider.

- 4.2 A Quotation submitted shall remain valid and open for acceptance on these terms for not less than **ninety (90) days** after the Quotation Closing Date (“Quotation Validity Period”).
- 4.3 If a Service Provider does not state in its Quotation the period for which the Quotation is to remain valid and open for acceptance, the Quotation Validity Period of that Quotation will be 90 days after the Quotation Closing Date.
- 4.4 If a Service Provider offers in its Quotation a period that is shorter than **90 days**, the Government will clarify with the Service Provider concerned, in which case the Service Provider must confirm compliance with Paragraph 4.2 above within five (5) working days or such other period as specified by the Government without any other change to the Quotation (except any change made in response to any clarification by the Government pursuant to Paragraph 21 of the Terms of Quotation). If the Service Provider fails to confirm compliance with Paragraph 4.2 above within the specified deadline or, despite confirming compliance therewith, introduces any change to the Quotation not in response to any clarification by the Government pursuant to Paragraph 21 of the Terms of Quotation, its Quotation **will not be considered further.**
- 4.5 If before expiry of the Quotation Validity Period, a Service Provider withdraws its Quotation, the Government will take due notice of the Service Provider’s action and this may well prejudice its future standing as a Government contractor.

5. Prices

- 5.1 A Service Provider shall quote all the prices requested for in the Quotation Documents in Hong Kong dollars. Such prices shall be net prices allowing for all trade and cash discounts. The prices shall cover all expenses incidental to the due and proper performance of the Contract by the Contractor.
- 5.2 Prices quoted by a Service Provider shall only be shown in **Contract Schedule 1** (Price Proposal).
- 5.3 A Service Provider must quote fixed prices. A Quotation with any price variation clause, including one based on foreign exchange market fluctuation, **will not be considered further.**
- 5.4 Each Service Provider shall make sure that all prices and other proposals offered in its Quotation are accurate and complete before it submits the Quotation. The Service Provider shall be bound by all prices and other proposals offered in its Quotation if the Quotation is accepted by the Government. The Service Provider may not initiate any request for amendment of its Quotation after the Quotation Closing Time on any ground (including any mistake made in the Quotation). On the other hand, in the event of any apparent arithmetical or typo mistake or inconsistency in a Quotation, pursuant to Paragraph 21 of the Terms of Quotation, the Government may, but is not obliged to, ask the Service Provider to clarify, or to confirm another figure to replace the original figure. Where the Service Provider’s clarification is not provided or not satisfactory, or the Service Provider refuses to confirm such other figure, or where the Government does not elect to seek clarification or confirmation from the Service Provider, the Government

reserves the power to proceed to evaluate the Quotation on an as is basis (i.e., in the form as originally submitted prior to the Quotation Closing Time) or disqualify the Service Provider on ground that it has provided erratic or inconsistent proposals or quotations for proper evaluation.

- 5.5 Without prejudice to the generality of the Terms of Quotation, the Government may require a Service Provider who in the opinion of the Government has submitted an unreasonably low price to justify and demonstrate that such a Service Provider is capable of carrying out and completing the Contract. The Government **may reject the Quotation** if the Service Provider fails to so justify and demonstrate to the Government's satisfaction.
- 5.6 All prices quoted in the Quotation, if accepted by the Government, shall remain valid and binding for the Service Period. The Government will pay the Contractor its Monthly Fee directly to the Contractor's bank account maintained with a bank (within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) in Hong Kong. The Monthly Fee shall be net and where applicable, it shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor. For this purpose, Service Providers are expected to provide the information requested for in **Contract Schedule 3** (Details of the Bank Account for Payment of Monthly Fee).
- 5.7 The prices quoted in **Contract Schedule 1** (Price Proposal) shall allow for any expense incurred by the Contractor in complying with the Conditions of Contract and the duties laid down in **Contract Schedule 5** (Schedule of Services).

6. Past Convictions

- 6.1 A Service Provider who is convicted of any offence under the relevant sections of the following Ordinances (such offences are collectively referred to as "**Relevant Offences**") is subject to the Debarment Period of a maximum of five years from the date of the Service Provider's last conviction, during which period the Service Provider is debarred from tendering for this Contract. The length of the Debarment Period is determined in accordance with Paragraphs 6.4 and 6.5 below and may be reviewed under the Review Mechanism in Paragraph 6.6 below. The Relevant Offences are as follows:
- (a) any offence under the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) or the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Chapter 221 of the Laws of Hong Kong); or
 - (b) Sections 17I(1) or 38A(4) of the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong); or
 - (c) Section 89 of the Criminal Procedure Ordinance (Chapter 221 of the Laws of Hong Kong) and Section 41 of the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong) (aiding and abetting another person to breach his condition of stay); or

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

Any Quotation submitted by a Service Provider who is so debarred from tendering for this Contract will not be considered.

- 6.2 For the purpose of debarment, a conviction of any of the Relevant Offences will count irrespective of whether it is obtained under a government or private contract and irrespective of the type of services offered under that contract. For the avoidance of doubt, a conviction will still be counted even if it is not obtained under any service contract. Convictions will be counted by the number of summonses convicted.
- 6.3 For the avoidance of doubt,
 - (a) a conviction under appeal or review will still be counted as a conviction for the purpose of debarment unless it has been quashed by the court before quotation evaluation is conducted; and
 - (b) If the Service Provider is a partnership or a company, the Service Provider would be treated as having been convicted of a Relevant Offence if any partner of the partnership or any shareholder of the company has been convicted of a Relevant Offence and is currently debarred from tendering for any Non-skilled Worker Contract.
- 6.4 If a sentence of imprisonment of any duration (including a suspended sentence) is imposed by the court on the Service Provider following the conviction of any of the Relevant Offences, the Service Provider shall be subject to a Debarment Period of five years from the date of conviction, irrespective of whether a fine is also imposed.

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

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

- 6.6 The Debarment Period applicable to the relevant Service Provider shall stand unless and until a revised Debarment Period is determined by the Central Tender Board. The revised Debarment Period, if any, will only be applicable for the purpose of this Invitation to Quotation if it is determined by the Central Tender Board under the established review mechanism on the date immediately before the Quotation Closing Date. However, the revised Debarment Period will become invalid as soon as the Service Provider is convicted of any of the Relevant Offences subsequent to the Central Tender Board's determination, and in such a case, the Service Provider is debarred from tendering for this Contract for a period determined in accordance with Paragraphs 6.4 and 6.5 above in regard to that subsequent conviction.
- 6.7 The Service Provider shall submit as part of the Quotation the Statement of Convictions (in **Appendix B**) setting out particulars of all convictions in respect of the Relevant Offences (if any) for a period of five (5) years immediately preceding the Quotation Closing Date. The Statement of Convictions shall be submitted in respect of:
- (a) the Service Provider itself;
 - (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and
 - (c) where applicable, its sub-contractor.

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

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

- 6.9 Notwithstanding Paragraph 6.1 above, in respect of the following offences of the Relevant Offences, only convictions obtained on or after 1 April 2019 will count:
- (a) Sections 7AA, 43B(3A) and 43BA(5) of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
 - (b) any offence under the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) or the Factories and Industrial Undertakings Ordinance (Chapter 59 of the Laws of Hong Kong), conviction in respect of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Chapter 221 of the Laws of Hong Kong).

7. Demerit Points

- 7.1 If a Service Provider has accumulated three (3) Demerit Points over a rolling period of 36 months, it shall be debarred from tendering for this Contract for a period of five (5) years from the date on which the third Demerit Point was obtained. **Any Quotation submitted by a Service Provider who is so debarred from tendering for this Contract will not be considered.**
- 7.2 Any Demerit Point which is under appeal to EDB which issued the same will still be counted for the purpose of debarment.

8. Conviction and Demerit Points of Sub-contractors

If the Service Provider proposes in its Quotation that a sub-contractor be appointed to carry out any of the Services:

- (a) the Service Provider shall ensure that the sub-contractor proposed in the Quotation has not been debarred due to conviction of any of the Relevant Offences in Paragraph 6 of the Terms of Quotation or accumulation of three (3) or more Demerit Points in Paragraph 7 of the Terms of Quotation; and
- (b) the Service Provider shall submit as part of its Quotation a Sub-contractor's Acknowledgement (in **Appendix C**) duly signed by the proposed sub-contractor, otherwise its Quotation may not be considered further.

9. Company/Business Organisation Status

- 9.1 A Service Provider shall provide the following details relating to itself at **Appendix A** (Working Background and Status of Service Provider):
- (a) name and principal place of business of the Service Provider;
 - (b) length of business experience;
 - (c) shareholders/partners/proprietor of the company/business organisation and their percentage of ownership;

- (d) names and correspondence addresses of the following:
 - (i) managing director and other director;
 - (ii) partners; or
 - (iii) sole proprietor;
- (e) a copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Service Provider is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Service Provider does not carry on business in Hong Kong, the equivalent document issued by the authority of the place of business of the Service Provider;
- (f) if the Service Provider is a company, its Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any); or the equivalent documents issued by the authority of the place of incorporation of the Service Provider if the Service Provider was not incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance);
- (g) if the Service Provider is a company incorporated in Hong Kong or is a registered non-Hong Kong company under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or the equivalent documents issued by the authority of the place of incorporation of the Service Provider if the Service Provider was not incorporated or registered under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (or its predecessor Ordinance);
- (h) place and date of its incorporation or formation;
- (i) business profile information of the Service Provider including the number and location of full time/contract employees, core business strategies and strength, and industry expertise;
- (j) a certified extract of board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Quotation; and
- (k) names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Service Provider.

- 9.2 If a Service Provider is incorporated, formed or established outside Hong Kong, a legal opinion in form and substance satisfactory to the Government and issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Service Provider and acceptable to the Government shall be provided upon request by the Government on the following issues and any other issues as may be required by the Government:
- (a) the Service Provider is duly incorporated, formed or established and validly existing under the laws of the place of the Service Provider's incorporation, formation or establishment and that the Service Provider has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the proposed Contract. By "validly existing and in good standing", it is meant that no event mentioned in any of the Clauses 41.2(a) to (e) of the Conditions of Contract or any event which has an equivalent effect to any such event has occurred in relation to the Service Provider;
 - (b) the Service Provider has the full power, authority and legal capacity to:
 - (i) execute and submit its Quotation and to incur the liabilities and perform the obligations under the Quotation Documents; and
 - (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
 - (c) the proposed Contract with the Government will, upon its formation pursuant to Paragraph 27 of the Terms of Quotation, constitute the legal, valid and binding obligations of the Service Provider in the place of its incorporation, formation or establishment and is enforceable against the Service Provider in accordance with its terms;
 - (d) the submission of its Quotation and the performance of the Contract (if awarded to the Service Provider) have been duly authorised by all necessary corporate action of the Service Provider, and does not violate any provision of any applicable law, regulation or decree of the Service Provider's place of incorporation, formation or establishment, or the Memorandum (if any) and Articles of Association or similar constitutional documents of the Service Provider;
 - (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Service Provider's Quotation, or the performance by the Service Provider of its obligations under the Quotation Documents and the Contract;
 - (f) the Service Provider's Quotation and the Contract (if awarded to the Service Provider) need not be registered or filed in the place of incorporation, formation or establishment in order to secure their validity and/or priority;

- (g) there is no restriction under the laws of the place of the Service Provider's incorporation, formation or establishment affecting the Service Provider's obligations under the Quotation Documents and the Contract;
- (h) the choice of the laws of Hong Kong to govern the Quotation Documents and the Contract is a valid choice of;
- (i) the judgment handed by the courts of Hong Kong after the adjudication of any dispute arising from the Contract will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Service Provider; and
- (j) it is not necessary under the laws of the place of incorporation, formation or establishment of the Service Provider that the Government be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Quotation Documents and the Contract.

9.3 The Government may require a Service Provider to provide, at its own expense, additional legal opinion satisfactory to the Government in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Service Provider and acceptable to the Government on any other matters arising from its Quotation. Where the opinion on the question specified in Paragraph 9.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, the additional legal opinion shall opine that any ruling made by the arbitrator under the arbitration provision set out in Paragraph 9.4 below will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Service Provider ("additional opinion on arbitration"). Together with the additional opinion on arbitration to be provided, the Service Provider shall also be required to provide a confirmation in writing that in consideration of the award of the Contract, it agrees that Clause 61.2 of the Conditions of Contract shall be replaced by the arbitration clause in Paragraph 9.4 below.

9.4 Where the opinion on the question specified in Paragraph 9.2(i) above is negative or otherwise subject to qualifications not satisfactory to the Government, subject to the obtaining of the additional opinion on arbitration as mentioned in Paragraph 9.3 above, Clause 61.2 of the Conditions of Contract shall be deemed deleted and replaced by the following: "Any dispute arising from the Contract shall not be adjudicated by the courts of Hong Kong but shall be adjudicated by arbitration to be held in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules prevailing at the time when a notice of arbitration is issued by a Party ("Arbitration Rules") except that regardless of whether the Arbitration Rules providing anything to the contrary, unless the Parties otherwise agree in writing: (a) the arbitration hearing must be held in Hong Kong and that the Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong) shall apply to the arbitration (including the whole of Schedule 2); and (b) without prejudice to section 18(2) of the Arbitration Ordinance, the Government may on its own disclose any information relating to (i) the arbitral proceedings under the arbitration agreement; and (ii) an award made in those arbitral proceedings, under any of the circumstances mentioned in Paragraph 32.2 of the Terms of Quotation".

10. Cancellation of the Invitation to Quotation Exercise

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

11. No Counter-Proposals

A Service Provider must not submit any counter-proposal in respect of any requirement or provision in the Quotation Documents. A Quotation with a counter-proposal on any aspect of the Quotation Documents will be rendered as invalid and **will not be considered further**. The Government, however, seek clarification from the Service Provider to seek its confirmation of abidance to the original terms of the Quotation Documents within a specified period. If the Service Provider confirms in writing such abidance and agrees to withdraw the counter-proposals, its counter-proposals will be disregarded and the Quotation will be considered as if no counter-proposal has been offered. If the Service Provider does not agree to withdraw its counter-proposal or confirm its abidance within the period as requested, its Quotation **will not be considered further**.

12. Authenticity of Documents Submitted

All documents submitted by a Service Provider to the Government in relation to its Quotation shall be original documents or certified true copies of the original documents. If a Service Provider fails to comply with this requirement or fails to provide such verification as the Government may require to prove the authenticity of a document submitted to the Government, the Government **may not consider further** the Quotation.

13. Personal Data Provided

- 13.1 All personal data provided in a Quotation will be used by the Government for the purposes of the Invitation to Quotation and all other purposes arising from or incidental to it (including for the purposes of quotation evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Quotation).
- 13.2 By submitting a Quotation, a Service Provider is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Quotation, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Paragraph 13.1 above.
- 13.3 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Quotation.

- 13.4 Enquiries concerning the personal data collected by means of the Invitation to Quotation, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Education Bureau.

14. Warranty against Collusion

- 14.1 The Service Provider must ensure that the Quotation is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in Paragraph 3 of the Non-collusive Quotation Certificate referred to in Paragraph 14.2 below), regarding, amongst other things, price, quotation submission procedure or any terms of the Quotation. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Service Providers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- 14.2 The Service Provider shall complete and submit to the Government a Non-collusive Quotation Certificate (in the form set out in **Appendix D**) as part of its Quotation.
- 14.3 In the event that a Service Provider is in breach of any of the representations, warranties and/or undertakings in Paragraph 14.1 above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 14.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (a) reject the Service Provider's Quotation;
 - (b) if the Government has accepted the Quotation, withdraw its acceptance of the Quotation; and
 - (c) if the Government has entered into the Contract with the Service Provider, terminate the Contract under Clause 41.1 of the Conditions of Contract.
- 14.4 By submitting a Quotation, a Service Provider is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Paragraph 14.1 above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 14.2 above.
- 14.5 A breach by a Service Provider of any of the representations, warranties and/or undertakings in Paragraph 14.1 above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 14.2 above may prejudice its future standing as a Government contractor or service provider.
- 14.6 The rights of the Government under Paragraphs 14.3 to 14.5 are in addition to and without prejudice to any other rights or remedies available to it against the Service Provider.

15. Warning against Bribery

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

16. Environmental Protection

- 16.1 Service Providers are requested to minimise the impact of their activities on the environment.
- 16.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Quotation and the future performance of the Contract:
- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
 - (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
 - (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

17. Service Provider's Commitment

- 17.1 All Quotations, information and responses from a Service Provider must be submitted in writing. Each of them is the representation of the Service Provider and will, if accepted by the Government, be incorporated into and made part of the Contract in such manner as the Government considers appropriate.
- 17.2 The Government reserves the right **not to consider** a Quotation that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Paragraph 17.1 above.

18. New Information

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

19. Contractors' Performance Monitoring

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

20. Cost of Quotation

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

21. Request for Information

21.1 In the event that the Government determines that:

- (a) clarification in relation to any Quotation is necessary; or
- (b) a document or a piece of information, other than those specified in Paragraph 3.4 of the Terms of Quotation, is missing from any Quotation,

it may, but is not obliged to, request the Service Provider concerned to make the necessary clarification, or submit the required document or information. Each Service Provider 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 Quotation **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 Quotation further or may proceed to evaluate the Quotation on an "as is" basis.

- 21.2 Service Providers should also note that the Government **will not consider** any clarification or information submitted by a Service Provider after the Quotation Closing Time irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considers that such clarification or information would alter the Service Provider's Quotation in substance or give the Service Provider an advantage over the other Service Providers.

22. Service Provider's Enquiries

- 22.1 Any enquiries from the Service Provider concerning the Quotation Documents up to the date of lodging its Quotation with the Government shall be in writing and shall be submitted to –

Li Cheng Uk Government Primary School
43 Tonkin Street, Shamshuipo, Kowloon
Attn.: Ms WONG Sau-kwan, Jenny (School Clerk-in-charge)
Fax No.: 2361 4020

no later than three (3) working days before the Quotation Closing Date.

- 22.2 After lodging a Quotation with the Government, the Service Provider shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Quotation or the Quotation Documents. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Service Provider thereto shall be in writing or formally documented in writing.
- 22.3 Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a prospective Service Provider shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Service Provider or prospective Service Provider to rely on such statement. No such statement shall form part of the Quotation Documents or alter, negate or constitute a waiver of any provision of the Quotation Documents.

23. Communication with the Government

- 23.1 All communications given or made by the Government or a Service Provider in relation to the Invitation to Quotation shall be in writing and sent or delivered to the other party in the manner provided in Clause 59 of the Conditions of Contract, save that the Government may, by prior notice to a Service Provider, require the Service Provider to send or deliver a written communication by post or facsimile only. A Service Provider shall complete the Paragraph 1(o) of the Working Background and Status of Service Provider (in **Appendix A**) and should note that the Government will not accept the use of a postal box as the Service Provider's correspondence address for any purpose whether before or after the award of the Contract.

- 23.2 All communications in relation to the Invitation to Quotation shall be conducted directly between the Government and the Service Provider irrespective of the number of sub-contractors involved.

24. Negotiations

The Government reserves the right to negotiate with any Service Provider in relation to the Service Provider's Quotation and/or the Contract.

25. Government Discretion

- 25.1 Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Service Provider on grounds including any one of the following:

- (a) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award and or an order is made or a resolution is passed for the winding up or bankruptcy of the Service Provider or a related person of the Service Provider;
- (b) the Service Provider has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Quotation or in any subsequent submission by the Service Provider or communication between the Government and the Service Provider since submission of that Quotation;
- (c) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that any thing(s), service(s) or material(s) to be supplied or recommended by the Service Provider in its Quotation infringes any Intellectual Property Rights or any other rights of any person ("IPR infringement") (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Quotation Closing Date and up to the time of Contract award); or (ii) the Government having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Service Provider or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Quotation Closing Date and up to the time of Contract award;
- (d) any time during the thirty-six (36) months prior to the Quotation Closing Date or between the Quotation Closing Date and the award of the Contract, the Service Provider or a related person of the Service Provider (as defined in Paragraphs 25.6 and 25.7 below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Quotation Closing Date or between the Quotation Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficienc(ies) in the performance of any requirement or obligation under any other Government contract regardless of the EDB of such other Government contract, regardless of whether the default(s) or deficienc(ies)

led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficienc(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficienc(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficienc(ies) has been remedied (“Contract Default(s)”); and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Service Provider to perform the Contract to be awarded in this Invitation to Quotation;

- (e) (i) the Service Provider; or (ii) a related person of the Service Provider; or (iii) a director or management staff of the Service Provider or those of the related person of the Service Provider, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Quotation Closing Date and thereafter up to the time of Contract award;
- (f) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Quotation Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Service Provider or a related person of the Service Provider or a director or management staff of the Service Provider or those of the related person of the Service Provider; professional misconduct includes any breach of the Good Industry Practice; or
- (g) any failure of the Service Provider to pay taxes to the Government during a period of five (5) years preceding the Quotation Closing Date and up to the time of Contract award.

The grounds specified in Paragraphs 25.1(a) to 25.1(g) above are separate and independent, and shall not be limited by reference to or inference from the other of them.

25.2 For the purposes of Paragraph 25.1 above, each Service Provider shall provide at the time of submission of its Quotation (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government’s determination as to whether to exercise its right of disqualification), including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Paragraph 25.1(a) above;
- (b) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Paragraph 25.1(c) above;

- (c) details of all Contract Defaults as mentioned in Paragraph 25.1(d) above;
- (d) details of conviction as mentioned in Paragraph 25.1(e) above in Hong Kong or any overseas jurisdiction;
- (e) details of any professional misconduct or act or omission as mentioned in Paragraph 25.1(f) above; and
- (f) details of any failure to pay taxes as mentioned in Paragraph 25.1(g) above.

If none of the events as mentioned in Paragraphs 25.1(a) to 25.1(g) above has ever occurred within the applicable period as mentioned above, the Service Provider shall provide a statement to that effect by completing the relevant part of the **Contract Schedule 4** (Information Schedule) at the time of submission of its Quotation. If found missing, the Government reserves the right to seek clarification pursuant to Paragraph 25.3 below. The information provided by the Service Provider is not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred.

- 25.3 In addition to the information mentioned in Paragraph 25.2 above, the Government reserves the right (but not obligation) to request from a Service Provider or a related person of the Service Provider or director or management staff of the Service Provider or those of the related person of the Service Provider or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Paragraph 25.1 above.
- 25.4 If the Service Provider fails to comply with the request made by the Government pursuant to Paragraph 25.3 above within such time as required by the Government, the Government may disqualify the Service Provider pursuant to Paragraph 21 of the Terms of Quotation. If the Service Provider has submitted false, inaccurate or incomplete information, the Government may disqualify the Service Provider pursuant to Paragraph 25.1(b) above.
- 25.5 In providing the information required under Paragraphs 25.2 and 25.3 above, the Service Provider 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 Service Provider to perform the Contract to be awarded in this Invitation to Quotation.
- 25.6 If the Service Provider is a company, the expression "related person" of the Service Provider includes any one of the following:
 - (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Service Provider ("majority shareholder");

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

The expressions “holding company” and “subsidiary” have the meanings given to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

25.7 If the Service Provider is a sole proprietor or partnership, the expression “related person” includes any one of the following:

- (a) any partner of the Service Provider (if it is a partnership);
- (b) the spouse, parent, child, brother or sister of the Service Provider, 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; or
- (c) a company in which the Service Provider or any partner of the Service Provider beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

25.8 References to related persons of the Service Provider, directors and management staff of the Service Provider or those of a related person in any of the applicable Sub-paragraph of Paragraph 25.1 above include persons who were in such capacity at such time of the event referred to in that Sub-paragraph.

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

26. Basis of Acceptance and Quotation Evaluation

26.1 Quotations will be considered on an “overall” basis. A Quotation with only partial or incomplete offer **will not be considered further.**

26.2 Without prejudice to other rights and powers of the Government not to consider a Quotation under other applicable provisions in the Quotation Documents, the evaluation of Quotations will be conducted as follows:

- (a) Completeness Check
A completeness check will be conducted by checking whether a Quotation has been submitted in accordance with the procedural requirements stipulated in the Quotation Documents. If a Service Provider fails to submit any of the documents/information stipulated in Paragraph 3.4 of the Terms of Quotation before the Quotation Closing Time, its Quotation **will not be considered further.**
 - (b) Assessment of Compliance with Essential Requirements
A Quotation will be checked for its compliance with the essential requirements, including but not limited to those as stipulated in Paragraphs 6 to 8 of the Terms of Quotation. A Quotation which fails to meet any of the essential requirements **will not be considered further.**
 - (c) Price Assessment
Quotation price will be assessed on the basis of the Total Estimated Service Price.
- 26.3 Subject to other provisions of the Quotation Documents, the conforming Quotation with the lowest Total Estimated Service Price will normally be recommended for acceptance.
- 26.4 The Government is not bound to accept the Quotation with the lowest price offer or any Quotation and reserve the right to all or any part of any Quotation at any time within the Quotation Validity Period.

27. Award of Contract and Acceptance

- 27.1 Award of Contract shall be subject to the recommended Service Provider (and where applicable, its sub-contractor) not being debarred up to the date of the letter of acceptance due to conviction of any of the Relevant Offences in Paragraph 6 of the Terms of Quotation or accumulation of three (3) or more Demerit Points in Paragraph 7 of the Terms of Quotation. The recommended Service Provider will receive a letter of acceptance with a condition to this effect. Subject to the condition as mentioned above, a binding Contract would be deemed to have been constituted between the Government and the successful Service Provider upon issuance of the letter of acceptance by the Government:
- (a) if the letter of acceptance is sent by post, at the time of posting; or
 - (b) if the letter of acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Government's facsimile machine, confirming that the Letter of Acceptance has been transmitted to the aforementioned facsimile number.
- 27.2 The letter of acceptance will be sent to the successful Service Provider by either post or facsimile transmission to the successful Service Provider's address or facsimile number (as the case may be) specified in Paragraph 1(o) of the Working Background and Status of Service Provider (in **Appendix A**).

- 27.3 Upon and subject to the successful Service Provider having duly complied with Paragraph 27.1 above by the specified deadline, a legally binding Contract will come into existence between the Government and the successful Service Provider.
- 27.4 If the successful Service Provider who receives the letter of acceptance fails to comply with Paragraph 27.1 above by such deadline which may be specified in the letter of acceptance, the acceptance will lapse and be of no further effect. The Government shall be at liberty to award the relevant Contract to another Service Provider who is fully capable of undertaking the Contract and whose Quotation is determined by the Government to be the most advantageous to the Government.
- 27.5 Each Service Provider acknowledges and agrees that the Government may elect at its sole option to accept any or any part of the Service Provider's Quotation.
- 27.6 Service Providers who do not receive any notification within the Quotation Validity Period should assume that their Quotations have not been accepted.

28. Complaints about Quotation Process or Contract Award

The quotation process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Service Provider who feels that its Quotation has not been fairly evaluated may write to the Permanent Secretary for Education who will personally examine the complaint and refer it to the approving authority for consideration if the complaint relates to the quotation system or procedures followed. The Service Provider should lodge the complaint within three (3) months after the award of Contract.

29. Licence to use the materials submitted by Service Providers

A Quotation once submitted will become the property of the Government. Quotations of unsuccessful Service Provider may be destroyed in accordance with Paragraph 31 of the Terms of Quotation. In consideration of the Government considering its Quotation, without prejudice to all other rights and powers of the Government under the Quotation Documents (including in particular its right to disclose information in the Quotations) and under the Contract, each Service Provider hereby grants and shall upon the demand of the Government at the Service Provider's cost procure that the lawful owner or authorised person of the relevant Intellectual Property Rights will grant, to the Government, its assigns, successors-in-title and authorised users, a royalty-free, non-exclusive, irrevocable, sub-licensable, transferable, world-wide, unrestricted right and licence to use or exercise all or any Intellectual Property Rights subsisting in its Quotation for the purposes of quotation evaluation and for all other purposes incidental thereto or in connection therewith (including resolution of any dispute arising from the Invitation to Quotation). Such right and licence shall continue to subsist so long as all or any Intellectual Property Rights subsist in the Quotation (or any part thereof) under any applicable law, including the laws of Hong Kong. Where there is any presentation or demonstration, the aforesaid right and licence shall extend to such presentation and/or demonstration to be conducted by the Service Provider.

30. Mandatory Wage

30.1 A Service Provider shall note that the committed monthly wage of the Cleansing Workers to be employed for the Contract shall be no less than the monthly wage rate derived from the Statutory Minimum Wage (“SMW”) under the Minimum Wage Ordinance (Chapter 608 of the Laws of Hong Kong) plus paid rest days, (i.e. HK\$9,300.00, calculated on the basis of 6 working days per week, 8 working hours per day and 31 calendar days in a month (i.e. the “SMW plus rest day pay rate”).

Remarks: For reference of wages payable under different working patterns, Service Providers should refer to “Example 2” in section 19 of the “Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts” at **Appendix E**.

30.2 The successful Service Provider should also note that the monthly wage(s) payable to its Cleansing Worker during the Service Period shall not be less than

- (a) the monthly wage committed in **Contract Schedule 2** (Wage Proposal); or
- (b) the monthly wage(s) referred to Paragraph 30.2(a) above as the same may be adjusted as a result of future revision of the SMW,

whichever is the higher.

30.3 A Service Provider is required to state in **Contract Schedule 2** (Wage Proposal) the committed monthly wage(s) to be paid to its Cleansing Workers.

30.4 In case the Service Provider fails to state the monthly wage or the monthly wage stated by the Service Provider to its Cleansing Worker is less than SMW plus rest day pay rate,

- (a) then such wage submitted by the Service Provider will be deemed to be not less than the SMW plus rest day pay rate for the purpose of quotation evaluation. Such presumption will be revoked immediately if the Service Provider fails to confirm in writing the correctness of this presumption upon request by the Government Representative at any time before the quotation exercise is completed; and
- (b) if the Service Provider offers an amount which is higher than the SMW plus rest day pay rate in subsequent clarification in writing pursuant to Paragraph 30.4(a) above, the Quotation will only be assessed on the basis that the Service Provider’s committed monthly wage is the same as the SMW plus rest day pay rate. However, the higher wage offered by this Service Provider shall become binding if the Contract is subsequently awarded to this Service Provider.

31. Documents of Unsuccessful Service Providers

The Government may destroy all documents submitted by unsuccessful Service Providers three (3) months after the Contract has been constituted under Paragraph 27.3 of the Terms of Quotation.

32. Consent to Disclosure

32.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Service Provider) without any further reference to or consent from the successful Service Provider or any other Service Provider,

- (a) a brief description of the Services provided or to be provided by the successful Service Provider;
- (b) the Total Estimated Service Price and any other fees, cost and expense payable to the successful Service Provider pursuant to the Contract;
- (c) the engagement by the Government of the successful Service Provider under the Contract and the name and address of the successful Service Provider; and
- (d) the date of award of the Contract.

32.2 Nothing in Paragraph 32.1 above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Service Provider (successful or unsuccessful) or its Quotation (whether or not the information is specified in Paragraph 32.1 above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):

- (a) the disclosure of any information to any public officer or public body as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
- (b) the disclosure of any information already known to the recipient;
- (c) the disclosure of any information which is public knowledge (including because of any disclosure under Paragraph 32.2(a) above);
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
- (e) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or

- (f) without prejudice to the power of the Government under Paragraph 32.1 above, to the extent the information relates to or concerns a Service Provider, with the prior written consent of that Service Provider.

33. Site Visit

Service Providers are invited and are strongly advised to attend the site visit to acquaint themselves of the quotation requirements. Details are as follows:

School Address	Time & Date	Contact Person & Telephone no.
Li Cheng Uk Government Primary School 43 Tonkin Street, Shamshuipo, Kowloon.	3:30 p.m. on 22 May 2023 (Monday) or 3:30 p.m. on 24 May 2023 (Wednesday)	Ms Jenny Wong, School Clerk-in-charge or Ms Elaine Cheung Cleaning Worker in charge Telephone No.: 2386 8049 (please make appointment by phone)

34. Municipal Solid Waste Charging

Service Providers should refer to **Appendix F** (The Municipal Solid Waste Schedule) in preparing its Quotation.

PART 4 - CONDITIONS OF CONTRACT

1. Service Period

- 1.1 The Contractor shall provide the Services to the Government for a period of **twelve (12) months commencing on 1 August 2023 and expiring on 31 July 2024**, both dates inclusive, subject to Clause 1.2 below and to any provision for sooner termination or extension as is provided for in the Contract.
- 1.2 The Government may, on giving the Contractor written notice before **1 August 2023**, postpone or advance the Commencement Date of the Service Period to a date specified by the Government in the notice.
- 1.3 The Government may, by serving on the Contractor not less than one (1) month's advance notice in writing, extend the Service Period for a period up to an aggregate maximum of three (3) months on the same terms and conditions contained in the Contract. The extended Service Period commences immediately upon the expiry of the current Service Period.
- 1.4 The Contractor must agree to the extension of the Service Period made under Clause 1.3 above when the Government exercises its right to extend the Service.

2. Total Services and Variation

- 2.1 The Contractor must provide the Services in accordance with the terms and conditions of the Contract (including but not limited to **Contract Schedule 5** (Schedule of Services), Conditions of Contract and other Schedules) at such time and in such manner as the Government Representative may specify from time to time and to the satisfaction of the Inspecting Officer. All orders placed under the Contract shall be issued in writing and the Government will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- 2.2 The Contractor shall not extend the Services beyond the requirements specified in the Contract except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Service Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Service 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.
- 2.3 Where a variation has been made to the Contract 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 the **Contract Schedule 1** (Price Proposal) so far as the same may be applicable and where rates are not contained in **Contract Schedule 1** (Price Proposal), or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

3. Contractor's Acknowledgement, Obligations and Contract Performance

- 3.1 The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to provide to the Government the Services, which shall comply fully with the requirements set out in **Contract Schedule 5** (Schedule of Services) and other provisions of the Contract. The Contractor shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to **Contract Schedule 5** (Schedule of Services) or any other provisions of the Contract.
- 3.2 The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.
- 3.3 The Contractor shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
 - (b) in accordance with Good Industry Practice.
- 3.4 The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:
- (a) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
 - (b) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
 - (c) comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel, Government staff and others who may be affected by its performance of Services.
- 3.5 The Contractor shall:
- (a) duly and unconditionally secure, obtain and maintain throughout the Service Period all and any authorisations, approvals, consents, licences, permits, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are or may be required or necessary to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where the Contractor's procedures so require, the consent of its parent company) ("Consents");

- (b) ensure that the Consents are in full force and effect, and the use of the Services by the Government will not contravene any applicable laws, throughout the Service Period; and
 - (c) bear all costs, charges and expenses that may be incurred in obtaining and maintaining the Consents throughout the Service Period.
- 3.6 The Contractor shall through the Government Representative, keep the Government informed of all matters related to the Contract within the actual or constructive knowledge of the Contractor and shall answer all enquiries received from the Government Representative.
- 3.7 The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.
- 3.8 The Contractor shall be responsible for the accuracy of all drawings, documents and information supplied by the Contractor to the Government in connection with the Services. Without prejudice to any other provisions of the Contract, the Contractor shall indemnify the Government against all losses and damages arising from, and costs and expenses incurred in connection with, any discrepancies, errors or omissions therein.
- 3.9 Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by the Government free of charge but shall be returned to the Government on completion of the Contract.
- 3.10 If at the request of the Contractor assistance of any Government staff is provided after normal business hours, the Contractor will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

4. Warranties and Representations

- 4.1 The Contractor warrants, represents and undertakes that:
- (a) the Contractor and its sub-contractors, their employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract and shall meet the qualifications and requirements of services as set out in **Contract Schedule 5** (Schedule of Services) (if any);
 - (b) the Contractor shall carry out the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner;
 - (c) the Services shall conform in all respects to **Contract Schedule 5** (Schedule of Services) and conditions under the Contract;

- (d) it shall not employ any illegal workers to carry out its obligations under the Contract;
- (e) the Contractor has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;
- (f) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
- (g) all authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect and the use of the Services by the Government will not contravene any applicable laws;
- (h) all information supplied, and statements and representations made by or on behalf of the Contractor in or in relation to its Quotation and the Contract are true, accurate and complete;
- (i) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (j) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (k) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue;
- (l) it owns, has obtained and is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (m) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract;
- (n) all Contractor's Cleansing Workers engaged under this Contract shall have signed a written Standard Employment Contract in the format as **Appendix E** and the Contractor shall pay each Cleansing Worker (i) the wages specified in **Contract Schedule 2** (Wage Proposal) or (ii) any adjusted wage level brought about by future revisions of the SMW,

whichever is the higher, at the time and in the manner agreed under the Standard Employment Contract between the Contractor and such Cleansing Worker;

- (o) the Contractor shall, through the Government Representative, keep the Government informed of all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (p) the Contractor shall comply with all laws, regulations, by-laws and code of practice which are from time to time applicable to the provision of the Services;
- (q) the Contractor shall take all necessary measures to ensure the safety of its employees engaged and all other persons at, in or near the School Premises in the provision of the Services; and
- (r) the Contractor shall comply with all instructions of the Government Representative and shall use its best endeavours to promote the interests of the Government.

4.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 4.1 above and other provisions of the Contract (collectively, “Warranties” and each, a “Warranty”) shall be true without limitation in time, save that in case of any Warranty expressed to be effective during the Service Period, it shall be true on each day of the Service Period as if it is repeated on each such day.

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

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

5. Costs and Expenses

Save as otherwise expressly provided for in the Contract, the Contractor shall comply with all provisions of the Contract and its obligations under the Contract at its own costs and expenses.

6. Provision of Services

- 6.1 The Contractor shall provide to the Government the Services so specified in **Contract Schedule 5** (Schedule of Services) and the provisions of the Contract.
- 6.2 If no date and time for provision of the Services is specified in **Contract Schedule 5** (Schedule of Services) or the provisions of the Contract, the Contractor shall execute the Services in such order and commencing at such point as the Contractor reasonably considers to be the most effective and efficient for the purposes of providing the Services, and without unnecessary disruption to public's use of the School Premises.
- 6.3 Time shall be of the essence as regards each provision of the Services specified in **Contract Schedule 5** (Schedule of Services) and the provisions of the Contract.
- 6.4 Notwithstanding any provision of the Contract, due provision of any Services to the Government shall not be regarded to have taken place unless and until such Services are accepted by the Government.
- 6.5 Without prejudice to any other provisions of this Contract, the Contractor shall during the Service Period –
 - (a) provide, maintain and employ at the sole expense of the Contractor and to the satisfaction of the Government Representative, its Cleansing Workers as well as related materials and equipment in the School Premises to carry out the Services as specified in **Contract Schedule 5** (Schedule of Services);
 - (b) provide additional Cleansing Workers upon request by the Government Representative;
 - (c) ensure that its Cleansing Workers diligently and properly perform all the Services; and
 - (d) ensure that the Services performed meet the performance standards as illustrated in the desired outcomes.
- 6.6 The Contractor shall upon and subject to the terms and conditions of the Contract herein carry out and complete the Services in accordance with the Contract in every respect in accordance with the directions and to the reasonable satisfaction of the Government Representative, who may in its absolute discretion and from time to time issue further details, and/or written explanations in regard to the Services.
- 6.7 The Contractor shall forthwith comply with all instructions of the Government Representative relating to the Services.

7. Inspection

- 7.1 The Services performed shall be subject to inspection and certification by the Inspecting Officer and/or the Government Representative. Upon breach of any term or condition of the Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with **Contract Schedule 5** (Schedule of Services), the Government shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.
- 7.2 In the event that the Contractor, its sub-contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Government may by notice in writing to the Contractor at any time require the Contractor to make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Government in the notice.
- 7.3 If the Contractor shall fail to rectify such rejected Services in accordance with Clause 7.2 above, the Government may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by engaging other contractors. All costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Contractor forthwith.
- 7.4 The Government may keep a record of all notices of default issued under this Contract. The Contractor agrees that the record so kept by the Government may be used by the Government in assessing any quotations submitted by the Contractor to the Government in future. For those notices of default under appeal lodged by the Contractor, they will still be taken into consideration in quotation assessment until the Government Representative has revoked the decision made and removed the notices of default from record.

8. Non-exclusive Contract

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

9. 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 from any cause whatsoever while in the possession or control of the Contractor or his servants, Cleansing Workers or agents, the Contractor shall pay an amount equal to its replacement costs plus all administrative costs incurred by the Government for replacing such lost or damaged property. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

10. Government Premises/Contractor's Premises

- 10.1 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.
- 10.2 Where the Services are carried out on the Contractor's premises, such premises shall be open to inspection by the Government Representative or Inspecting Officer at all reasonable times.
- 10.3 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.
- 10.4 The Government Representative may at his sole discretion provide free of charge storage space within the School Premises for the use by the Contractor to store equipment and materials employed in the Services if such space is available.
- 10.5 Permission to use the storage space is given to the Contractor, its Cleansing Workers or agent solely for the purpose of facilitating the Contractor's performance of this Contract during the Service Period. Such permission shall cease at the end or sooner termination of the Contract, or at such earlier time as may be specified by the Government Representative by notice in writing to the Contractor.
- 10.6 The Contractor should not use any space provided to it for conducting fee charging activities, without the prior written consent of the Government Representative. The Government Representative reserves its right to terminate the Contract if fee charging activities are conducted by the Contractor without prior consent of the Government Representative and the Contractor is not entitled to claim any compensation.
- 10.7 Nothing in this Contract shall create a tenancy or licence of whatsoever nature in favour of the Contractor and its Cleansing Workers or agent and that no such tenancy or licence has or shall come into being. The Government may enter and use the storage space at any time without the need to obtain the consent of the Contractor.
- 10.8 The Contractor shall keep the storage space and any furniture and equipment therein clean, tidy, in reasonably good state of repairs and properly secured, as appropriate. The Contractor shall not erect or install any fixtures or fittings at the storage space unless with the Government's prior written approval.
- 10.9 The Contractor undertakes at the expiry or sooner termination of the Contract to remove at its own expense within such time as specified by the Government Representative all fixtures or fittings erected at the School Premises by the Contractor and to make good any damage to the Government or the Government's properties which are caused by such removal. If the Contractor fails to do so, the Government shall be entitled to remove and dispose of any properties, chattels, fixtures or fittings left in the School Premises in any manner deemed appropriate by the Government (including sale and abandonment) without incurring any

liability by the Government towards the Contractor (including the payment of any compensation to the Contractor). All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of this Clause shall be recoverable as a debt due from the Contractor.

11. Payment for Services

11.1 Subject to the terms and conditions of these Conditions of Contract and Paragraph 8 of **Appendix F**, the Government shall pay to the Contractor the Monthly Fee in accordance with the Monthly Rate quoted in **Contract Schedule 1** (Price Proposal) and in the manner specified in Clause 11.3 below, provided that the Contractor has complied with the following –

- (a) the Contractor has performed its obligations and Services in accordance with the terms and conditions of the Contract to the satisfaction of the Government; and
- (b) the Contractor has provided to the Government Representative a monthly statement, to substantiate that all its Cleansing Workers for this Contract have been paid no less than the wages as specified in **Contract Schedule 2** (Wage Proposal) and contributions have been made for all its Cleansing Workers in accordance with the Mandatory Provident Funds Schemes Ordinance (Chapter 485 of the Laws of Hong Kong) to the satisfaction of the Government Representative.

11.2 In making payment of the Monthly Fee,

- (a) the Government may withhold from the fee a sum which is equivalent to the total amount of wages due and payable that the Contractor has failed to pay its Cleansing Workers. The sum shall be determined by the Government at its absolute discretion and will be released to the Contractor, without interest, when the Contractor has paid the wages so due and payable in full to its Cleansing Workers. The Contractor hereby accepts the payment with the sum, if any, to be so withheld. The Government shall not be held liable for any loss or damage to the Contractor in relation to the Government's exercise of its right in this Clause; and
- (b) the Government reserves the right to make deductions from payment due in accordance to Clause 12.1 of the Conditions of Contract.

11.3 The Contractor shall at the beginning of each month deliver to the Government Representative of the School Premises an invoice in respect of the Services rendered to the School Premises in the preceding month. Unless otherwise provided, the Government shall pay the Contractor the Monthly Fee in arrears after the Government Representative's receipt of invoices and only on the certification of the Government Representative that the relevant Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the reasonable satisfaction of the Government Representative. The Monthly Fee will be paid by the Government to the Contractor's bank account specified in **Contract Schedule 3** (Details of Bank Account for Payment of Monthly Fee) direct.

- 11.4 Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning the Monthly Fee shall be addressed to the School Premises to which the Services are provided. The Government Representative shall not be liable for any delay in the Monthly Fee if invoices and correspondence shall not be so addressed.
- 11.5 The Monthly Fee will be inclusive of all fees, costs, charges, expenses and disbursements incurred by the Contractor for provision of the Services. Apart from the Monthly Fee, under no circumstances whatsoever will the Government be liable to pay to the Contractor or any other person any money. All Services must be performed by the Contractor at its sole cost, subject to the payment of the Monthly Fee only.
- 11.6 Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Monthly Fee and any other sum payable by the Government to the Contractor under the Contract if:
- (a) the Contractor fails to observe or perform any provision of the Contract;
 - (b) the Government disputes on any reasonable ground its obligation to pay the amount in question;
 - (c) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or
 - (d) withholding of payment is required by any applicable law or regulation for tax or otherwise.
- 11.7 No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.

12. Deduction in Monthly Fee

- 12.1 The Contractor shall ensure that the number of its Cleansing Workers deployed to perform the Services at the School Premises is not less than that stipulated in **Contract Schedule 5** (Schedule of Services). In the event of resignation, dismissal or absence of any such Cleansing Workers at School Premises, the Contractor shall promptly provide adequate and competent replacements. If the Contractor fails to comply with this Clause, the Government may deduct a sum or sums calculated in accordance with Clause 12.2 below from the Monthly Fee as liquidated damage.

- 12.2 Without prejudice to any rights, actions or remedies that the Government has or may have against the Contractor, the Monthly Fee will be deducted (to be rounded to the nearest dollar) by the sum calculated as follows:-

$$\begin{array}{r} \text{Duration of absence} \\ \text{(in minutes) of the} \\ \text{relevant Cleansing} \\ \text{Workers} \end{array} \quad \times \quad \frac{\text{Monthly Rate for the School Premises} \\ \text{stated in **Contract Schedule 1**}}{\text{No. of normal aggregate working period (in} \\ \text{minutes) for the School Premises concerned} \\ \text{in that month}}$$

- 12.3 If the Contractor fails to observe Clause 12.1 above, the Government Representative is entitled to at its sole discretion make a deduction under Clause 12.2 above.
- 12.4 The Government may deduct the amount of liquidated damages calculated in accordance with Clauses 12.2 above or any other sum then due or which at any time thereafter may become due from the Government to the Contractor under this Contract or any other contract made between the Contractor and the Government.
- 12.5 If the Contractor fails to provide any of the Services or fails to provide the Services to the satisfaction of the Government Representative, the Government Representative shall be entitled to have such Services carried out by its own resources or by other contractors and to recover any loss, damages, claims or any liability that may be incurred by the Government Representative and may deduct the same from any money due or becoming due to the Contractor under this or any other contracts with the Government.

13. Additional Services and Suspension of Services

- 13.1 The Government Representative may make any variation in the quantity of any work as well as the performance requirements and standards of requirements detailed in **Contract Schedule 5** (Schedule of Services) hereof and such variation shall not in any way vitiate or invalidate the Contract.
- 13.2 The Government may by giving not less than seven (7) days' notice in writing require the Contractor to carry out additional services other than the Services specified in the Schedule of Services in such manner and at such times as the Government Representative may specify.
- 13.3 The Government may by giving not less than two (2) hours' verbal notice (to be properly documented subsequently) require the Contractor to carry out emergency/supplementary works at any locations in the School Premises with or without special equipment for such duration and in such manner as the Government Representative may specify.
- 13.4 The Government may, if necessary, request the Contractor to provide additional services beyond the estimated quantity of services and at the rate specified in the Price Proposal.

- 13.5 Where a request for additional services has been made to the Contract under Clauses 13.2 to 13.4 above, which is not cancelled by the Government Representative prior to the time at which the additional services are required to commence, the Contractor shall carry out such additional services, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Contract.
- 13.6 Solely at the discretion of the Government Representative, the Government may grant time-off in lieu to the Cleansing Worker or pay for the additional services provided by the Contractor under Clauses 13.2 to 13.4 above in accordance with the rates of charges specified in the Price Proposal so far as the same may be applicable. Where rates are not contained in the Price Proposal, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.
- 13.7 Any time-off in lieu taken by the Cleansing Worker under Clause 13.6 above shall be subject to the Government Representative's prior approval.
- 13.8 The Government may by giving not less than fourteen (14) days' notice in writing require the Contractor to suspend the Services or any part thereof at such times, in such manner and for such duration as the Government Representative may specify.
- 13.9 Where a suspension occurs under Clause 13.8 above in any month, the Monthly Fee in respect of that particular month shall be adjusted and calculated as follows:

$$\text{Monthly Rate} \times \frac{(\text{number of days in the month} - \text{number of days of suspension})}{\text{number of days in the month}}$$

14. Contractor's Personnel

- 14.1 The Contractor undertakes not to employ illegal workers or to aid and abet another person to breach his condition of stay in the execution of this Contract or any other contract made with the Government. Should the Contractor be found to be in breach of this undertaking the Government Representative may, on behalf of the Government by notice in writing, terminate the Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all loss or expenses incurred by the Government as a result of such termination.
- 14.2 The Contractor shall not employ and deploy any staff of known bad character, disorderly conduct or violent character for the performance of the Services. Any default, neglect or omission of any Cleansing Worker shall be deemed to be the default, neglect or omission of the Contractor.
- 14.3 Notwithstanding any other provisions, the Government Representative shall be entitled to refuse to admit to or remove from the School Premises or any part thereof for the purposes of this Contract any Cleansing Worker, whose admission will be, in the reasonable opinion of the Government Representative, undesirable. The Contractor shall as soon as practicable replace any Cleansing Worker who is denied admission to the School Premises. The Government shall in no circumstances be liable either to the Contractor or the Cleansing Worker in respect of any liability, loss or damage occasioned by such removal. .

14.4 Without prejudice to any other rights or remedies which the Government has under the Contract, the Government shall be entitled to require a replacement of a Cleansing Worker or any other personnel deployed by the Contractor for the Contract (including any of the management or supervisory staff) who does not perform his duties in accordance with the requirements set out in the Contract or otherwise to the satisfaction of the Government Representative. The replacement shall comply with the requirements set out in the Contract and to the satisfaction of the Government Representative.

15. Monies or Valuables Found by the Contractor's Staff

All monies or other items of value found by the Contractor, its Cleansing Workers, its agent or its sub-contractor in performing the Services at any places shall be handed to the Government Representative as soon as possible and the Contractor shall obtain from the Government Representative a written receipt obtained therefore.

16. Notice to be Written in both English and Chinese

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

17. Passes

17.1 The Government Representative may require the Contractor, its Cleansing Workers or agent to apply for and to hold valid passes issued by the Government Representative for admission to the School Premises or any part thereof. The Government Representative may refuse to admit to the School Premises or any part thereof any person who fails to show his/her pass on demand by the Government Representative. The Contractor shall continue to perform the Services despite admission of such person to the School Premises or any part thereof is refused under this Clause.

17.2 The Contractor shall submit a list of the names and identity card numbers of all its Cleansing Workers or agent applying for passes and shall prove to the satisfaction of the Government Representative their bona fide identities.

17.3 Any pass so issued shall be returned immediately to the Government Representative on demand by the Government Representative, upon termination or expiry of the Contract, or upon the cessation of the bearer's employment with the Contractor, its Cleansing Workers or its agent, whichever is earlier. If there is any situation requiring the re-issue of the pass, the Contractor shall pay to the Government a sum which is equal to the total replacement cost of the pass.

18. Water and Electricity Supply

- 18.1 The Government Representative shall permit the Contractor to use free of charge water supplies and to consume electricity made available at the supply points installed at the School Premises for the purpose of provision of the Services. The Contractor shall warrant and undertake to the Government that it has made known to all its employees, sub-contractor and agents that the water and electricity supplies shall only be used for purposes under and in accordance with the Contract.
- 18.2 Except with the prior written approval of the Government Representative, the Contractor shall not install its own water or electrical fittings at the School Premises to facilitate drawing of water or electricity. If approved by the Government Representative, the installations (be it permanent or temporary) shall be carried out by qualified person registered under the Waterworks Ordinance (Chapter 102 of the Laws of Hong Kong) or Electricity (Registration) Regulations (Chapter 406D of the Laws of Hong Kong) as the case may be. The ownership of any such installations shall be vested in the Government provided that the Contractor shall, if and when required by the Government Representative, dismantle and remove at its own cost such installations without causing any damage and if so, shall make good such damage to the Government premises.
- 18.3 The Contractor shall ensure that all its employees, sub-contractors and agents exercise their utmost care in the use of water or electricity supplies to avoid wastage and damage to Government property.
- 18.4 Permission to use the said water and electricity supplies shall cease at the end or sooner determination of the Contract as may be specified by the Government Representative by notice in writing to the Contractor.

19. Waiver

- 19.1 No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 19.2 Without prejudice to the generality of Clause 19.1 above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

20. Inconvenience or Annoyance Caused

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

21. Applicability of Public Health and Municipal Services Ordinance

The Contract is subject to, and the Contractor shall comply with, the provisions of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong), and of all regulations made thereunder, which may be applicable to the School Premises.

22. Giving of Notice and Payment of Fees

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

23. Government Provided Information

23.1 The Government does not guarantee the accuracy of any information supplied to the Contractor by or on behalf of the Government or otherwise.

23.2 No negligence or failure on the part of the Contractor to obtain information about or to obtain independent verification of the foregoing or any other matters affecting the execution of the Services shall relieve the Contractor from any liabilities undertaken by the Contractor herein.

24. Licence, Permit and Certificate

24.1 The Contractor shall apply to the relevant authorities to obtain or renew, as the case, may be, for all licences, permits and/or certificates required by law for the performance of the Services and shall produce the same to the Government Representative for inspection if so required.

24.2 The Contractor shall make no claim of any kind whatsoever against the Government Representative in the event of the Contractor's failure or inability for any reason to obtain or renew any such licences, permits or certificates. It will be unlawful for the Contractor to perform the Services without the licenses, permits and/or certificates as required by law, notwithstanding the commencement of the Service Period.

24.3 The Contractor shall observe and comply with the conditions of any licence, permit or certificate issued to it in relation to the performance of the Contract.

25. Employment of Staff and Manner of Supervising

- 25.1 The Contractor shall ensure that its Cleansing Workers are adequately supervised and perform their duties properly. The Contractor shall be responsible for the good conduct of its Cleansing Workers or agent while they are performing the Services under the Contract and shall ensure that they will behave accordingly.
- 25.2 The Contractor shall provide the numbers of staff not less than the minimum requirement in hour per day for School Premises set out in **Contract Schedule 5** (Schedule of Services) for completion of the Services. The Contractor shall also provide a Contractor's Representative to provide general liaison between the Contractor and the Government according to the requirement set out in Clause 25.6. The Contractor is required to note the content of **Contract Schedule 5** (Schedule of Services) on performance of the Contract.
- 25.3 The service hours for a member of the full-time staff are 0700 to 1700 or 0730 to 1730 hours with net working hours of 9 hours per day exclusive of a 60 minute meal break on Mondays to Fridays, except on general holidays, and from 0800 to 1500 hours with net working hours of 6 hours per day exclusive of a 60 minute meal break on Saturdays, except on general holidays. The time for meal break shall be determined by the Contractor with prior endorsement of the Government Representatives according to operation requirement and shall normally not fall on the last 30 minutes of the hour of service of the Cleansing Workers concerned. The Contractor shall provide leave relief for staff on leave or weekly day off. The full-time staff shall be deployed by Government Representatives to work in any part of the School Premises concerned to perform the Services required in this Contract.
- 25.4 The Contractor shall forthwith notify the Government Representative if –
- (a) any of its Cleansing Workers proposes to resign from office;
 - (b) the Contractor intends to dismiss any of its Cleansing Workers; or
 - (c) any of its Cleansing Workers is absent from duty.

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

- 25.5 The Contractor shall, prior to the Commencement Date, provide the persons designated by the Government Representative with details of all its Cleansing Workers or agent (including the names of such persons, their sex, Hong Kong Identity Card numbers and their posts). In case there is a change of any of the Contractor's Cleansing Workers or agent, the Contractor shall submit revised details of all its Cleansing Workers or agent to the Government Representative three (3) days prior to the effective date of such change.
- 25.6 If any of the Cleansing Workers applies for leave during the Service Period, the Contractor must consult the Government Representative before approving such leave application.

- 25.7 The Government Representative may by written notice to the Contractor demand the immediate removal or replacement of any of the Cleansing Workers on reasonable grounds (including but not limited to misconduct, incompetency, medical, security and disciplinary ground). Where a notice is given by the Government Representative under this Clause, the Contractor shall not deploy that Cleansing Worker to perform any of the Services for the remaining term of the Service Period. The Government shall in no circumstances be liable either to the Contractor or to any Cleansing Worker in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Government against any claim that may be made by any of the Cleansing Workers.
- 25.8 If the Contractor fails to remove any Cleansing Worker so requested by the Government Representative or provide replacement of any of the Cleansing Worker for the Contract, or if the Contractor fails to provide the Services in accordance with the Contract, the Government Representative shall be entitled, without prejudice to Clause 41 of the Conditions of Contract, to instruct other contractors to furnish the necessary substitutes to carry out such duties as are rendered necessary by the Contractor's failure and the Government shall be entitled to recover the full cost thereof from the Contractor, or to deduct the same from any money due or becoming due to the Contractor under this Contract or any other contract.
- 25.9 If any of the Cleansing Worker becomes unavailable for providing the Services by reason of physical or other incapacity, leave taking under Clause 25.6 above, removal by Government Representative under Clause 25.7 above or any other reason whatsoever, the Contractor shall replace that Cleansing Worker with a competent substitute whose qualification and experience shall at least meet the minimum requirements as mentioned in the Schedule of Services as soon as possible and in any event within ten (10) working days from the date of that Cleansing Worker becoming unavailable. The Contractor shall submit details of all the incoming Cleansing Worker for the Government Representative's prior approval at least three (3) working days before such change. If the Government Representative, at his reasonable judgment, objects to or is not satisfied with the candidates, the Contractor shall within five (5) working days from the date of notification by the Government Representative nominate at least the same number of prospective candidates for selection by the Government Representative until suitable candidates are selected.
- 25.10 For the purpose of this Clause, any absence from duty of any Cleansing Worker without a substitute shall be deemed to be and counted as absence from duty for the purpose of Clause 12.2 of the Conditions of Contract and the Monthly Fee shall be adjusted in accordance with the formula set out in Clause 12.2 of the Conditions of Contract.
- 25.11 The Contractor shall nominate for Government Representative's approval (whose approval may at any time be withdrawn) a full time representative. Such representative shall be the representative of the Contractor who has the full authority to make all necessary decisions on behalf of the Contractor regarding the provision of the Services (the "Contractor's Representative"). The Contractor's Representative may not be required to station in the School Premises but he shall be at all times easily contactable and available to receive Government's instructions

at all times during the Service Period. The Contractor's Representative shall be the sole contact point in all communications and exchanges with the Government and shall be responsible for receiving instructions from the Government Representative. The Contractor's Representative shall at the expense of the Contractor be equipped with portable radio pagers or mobile phones communication system, and the Contractor's Representative shall respond to all communication made by the Government Representative through such communication systems within twenty (20) minutes. If the full time representative resigns or for whatever reasons that he could no longer execute his duties, the Contractor should promptly assign a replacement whose assignment shall be subject at all times to the approval of the Government Representative (which approval may at any time be withdrawn) and inform the Government Representative immediately.

- 25.12 The Contractor shall make its own arrangements in regard to the provision of its Cleansing Workers as may be required for providing the Services, and shall use all diligence in arranging for a sufficient and suitable supply of its Cleansing Workers to perform the Services.
- 25.13 The Contractor shall ensure that all its Cleansing Workers deployed at the School Premises shall not smoke or drink alcoholic beverage while performing their duties.

26. Meeting

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

27. Contractor's Equipment, Materials and Tools

- 27.1 The Contractor shall when providing the Services during the Service Period, at its own expense, adopt or provide –
- (a) the cleansing equipment, materials and tools required for the performance of the Services; and
 - (b) the methods for the performance of the Services.
- 27.2 All cleansing equipment, materials and tools shall be available for inspection and trial use by the Government Representative.
- 27.3 All equipment, materials and tools used in the performance of the Services shall be clean, safe, of good working condition, free of excessive noise, odour or emission, and properly maintained.
- 27.4 All cleansing equipment, materials and tools must be properly stored away after use so as not to be unsightly or cause obstruction.

- 27.5 The Government shall not be liable for the loss or damage howsoever caused to any equipment, materials and tools used by the Contractor and brought onto the School Premises.
- 27.6 All cleaning chemicals must be environmentally friendly. The Contractor shall not use any cleaning chemicals of corrosive nature which may cause any personal injury or property damage to the School Premises, the Cleansing Workers or any person in or near the School Premises.
- 27.7 The Contractor shall not use any abrasive materials for cleaning porcelain, stainless steel and fibreglass surfaces.
- 27.8 The Contractor shall ensure that all its Cleansing Workers and agents exercise their utmost care to avoid contamination to the electrical fittings and flower beds with detergents, cleaning agent or any liquid during performance of the Services.
- 27.9 The Contractor shall provide and display at its own expense warning signs bearing the words “Cleansing Work in Progress (清潔進行中)”, “Beware of Wet Floor (小心地滑)” and “Caution! Deep Cleansing Work in Progress (請勿接近! 徹底清潔進行中)” as appropriate.
- 27.10 The Contractor shall ensure that only those operators authorized by the Contractor shall operate or use the equipment and tools and in so doing shall comply with all relevant legislation, regulations and code of practice.
- 27.11 The Contractor shall ensure that all operators of equipment and tools shall be fully trained and thoroughly competent in the safe and proper use and operation of all equipment and tools and all associated equipment used in the execution of the Services.
- 27.12 The Contractor shall ensure that operators of equipment and tools shall not leave any such equipment or tools whilst such equipment or tools are in any way operating (including when such equipment or tools are stationary or in motion and whether or not engaged for use).
- 27.13 The Contractor shall ensure that all equipment and tools are used in such a manner so as not to cause any damage whatsoever and the Contractor shall make good any such damage caused to the satisfaction of the Government Representative within a reasonable period specified by the Government Representative. Should the Contractor fail to make good any such damage caused, the Government Representative shall be entitled to make good any such damage caused and recover the costs in so doing from the Contractor or deducting such costs from any payments otherwise due to the Contractor under the Contract or any other contract entered into with the Government.

- 27.14 The Contractor shall keep and use all equipment, tools, pesticides, rodenticides and materials in the performance the Services in such manner as to comply with the provisions of the Contract, the manufacturer's instructions or guidelines and all relevant legislation, regulations and code of practice.

28. Contractor's Other Obligations

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

- (a) all its Cleansing Workers deployed under this Contract, whether working at the School Premises or elsewhere, do not work more than the daily maximum net working hours as specified in **Contract Schedule 2** (Wage Proposal);
- (b) notwithstanding anything contained in **Contract Schedule 5** (Schedule of Services), the Government Representative may at any time and from time to time during the Service Period require the Contractor to redeploy any of its Cleansing Workers in such manner as the Government Representative may direct, or require the Contractor to provide and deploy additional Cleansing Workers at the School Premises. The Contractor shall immediately comply with any such requirement;
- (c) all its Cleansing Workers and agent deployed at the School Premises shall be provided at the expense of the Contractor with uniforms (free-of-charge to its Cleansing Workers) of such design and material as have been approved by the Government Representative and such uniform shall bear in a conspicuous position the name of the Contractor's firm. Such uniforms shall at all times be worn by the Contractor's Cleansing Workers while on duty at the School Premises and kept clean, tidy and well-fitting to the satisfaction of the Government Representative provided that the Government Representative may require the Contractor's Cleansing Workers to be attired in plain clothes;
- (d) all its Cleansing Workers and agent shall wear special or protective clothing and footwear and be equipped with all such protective equipment as required under the relevant laws and regulations and/or as the Contractor or the Government may consider necessary or appropriate. Any such special or protective clothing, footwear and equipment shall be provided, maintained and replaced as necessary by the Contractor at its own expenses.
- (e) any Cleansing Workers or agent of the Contractor failing to wear the approved uniform may, subject to the discretion of the Government Representative, be refused entry or evicted from the premises prescribed in the Contract and all such Cleansing Workers or agent so refused entry or evicted shall be immediately replaced by the Contractor. The Contractor shall continue to perform the Services despite admission of any of its Cleansing Workers or sub-contractor or agent is refused under this Clause;

- (f) the Contractor shall be responsible for the overall supervision of the performance of its Cleansing Workers and shall from time to time make surprise inspection on its Cleansing Workers while they are performing their duties for the purpose of this Contract. The surprise inspection on the Contractor's Cleansing Workers deployed at the School Premises shall be carried out at any time during a working day;
- (g) observations made by the Contractor during the surprise inspections shall be recorded and documented at the School Premises concerned for inspection by the Government Representative in a form/checklist which is approved by the Government Representative;
- (h) the Contractor shall only permit its female workers or agent to clean the female toilet and male workers or agent to clean the male toilet unless with the prior approval of the Government Representative. All toilets shall be kept clean and tidy at all times to the satisfaction of the Government Representative;
- (i) no touting shall be allowed by the Contractor and its Cleansing Workers or agents. Refuse and junk collected under the Contract shall become the property of the Government Representative;
- (j) the Contractor shall not use any electrical equipment in such manner that will overload the fuses. Particular attention must be given to the maintenance of cleansing equipment in order that it does not run below rated speed and draw excessive electricity current. Double adaptors will not be permitted;
- (k) the Contractor is required to collect and sort all refuse in an environmental friendly manner as instructed by the Government Representative and remove and dispose the refuse properly in degradable plastic bags (to be supplied by the Contractor) or approved containers, except those recyclable waste collected, immediately after each cleansing operation. The Contractor shall place all recyclable waste into appropriate recyclable bin in the refuse collection point of the School Premises which shall be collected by appropriate contractor of the Government;
- (l) the Contractor is required to load all refuse and junk collected from the School Premises or other locations as specified by the Government Representative and nearby catchment area into refuse collection vehicles; and if a refuse compactor is provided inside the refuse collection point, to operate the compactor for waste loading. All the refuse containers shall be kept clean and properly covered while awaiting loading of refuse into refuse collection vehicles;
- (m) the Contractor shall not use the passenger's lift within the School Premises for the conveyance of refuse except in special circumstances and with the prior approval of the Government Representative; and
- (n) the Contractor shall ensure that all its Cleansing Workers or agents maintain the highest standard of hygiene, courtesy and consideration in performing the Services.

29. Working Hours

Notwithstanding any other provisions in this Contract, the working hours set out in **Contract Schedule 5** (Schedule of Services) may be varied at any time by the Government Representative to meet the actual operational requirement.

30. Contractor's Obligations relating to the Employment of Contractor's Cleansing Workers

- 30.1 The Contractor shall pay monthly wages to each Cleansing Worker for the whole duration of their employment contracts. The monthly wage payable to the Cleansing Workers by the Contractor shall not be lower than (i) the monthly wage committed in **Contract Schedule 2** (Wage Proposal); or (ii) any adjusted wage level brought about by future revisions of the Statutory Minimum Wage, whichever is the higher.
- 30.2 A failure to observe or comply with any requirements in Clause 30.1 above will be construed as a material breach of the Contract and the Government shall have the right to seek appropriate remedies including the right to terminate the Contract forthwith.
- 30.3 For the avoidance of doubt, if the working hours of the Contractor's Cleansing Workers under the Contract deviate from the time basis quoted in **Contract Schedule 2** (Wage Proposal), such Cleansing Workers' monthly wage shall be determined on the basis as stipulated in the guidance notes of the Standard Employment Contract (see **Appendix E**).
- 30.4 The Contractor shall not allow any of its Cleansing Workers to work each day for more than the daily maximum net working hours as specified in **Contract Schedule 2** (Wage Proposal), save and except under special circumstance with the approval of the Government.
- 30.5 The Contractor undertakes and warrants that it shall pay each of its Cleansing Workers specified in Clause 30.1 to 30.3 above and in the manner as stated in Clause 30.4 of the Conditions of Contract.
- 30.6 Any breaches of the provisions on wage and/or daily maximum net working hours shall be construed as a material breach of the Contract and the Government Representative shall have a right to seek appropriate remedies which include the right to terminate the Contract.
- 30.7 If the Contractor fails to comply with Clause 31 of the Conditions of Contract and this Clause 30, the Government has the right to seek appropriate remedies which include but not limited to the right to terminate the Contract under Clause 41 of the Conditions of Contract.
- 30.8 The Contractor shall use autopay for payment of wages to the Contractor's Cleansing Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the workers concerned).

31. Personnel Records

- 31.1 The Contractor shall maintain proper up-to-date and accurate records of the Standard Employment Contracts, the attendance log and wage books showing details of working hours, working days, payment of wages to its Cleansing Workers, bank autopay return, receipt of wages and record of contribution to the statutory provident fund schemes. Such records shall also include the name, identity card number, photograph, grade, qualifications and/or record of experience (of manager and supervisors only) and age of each of the Contractor's Cleansing Workers.
- 31.2 The Contractor shall on or before the commencement date of employment with each of its Cleansing Workers (except a temporary relief worker whose period of engagement does not exceed seven (7) days) enter into a written Standard Employment Contract with such worker. Copies of the signed Standard Employment Contract should be kept by the Contractor, the Cleansing Workers and the Government for record and for monitoring of the Contractor's compliance with the Contract.
- 31.3 The Contractor shall within two (2) weeks from the Commencement Date of the Contract provide the Government Representative with a copy of the Standard Employment Contract entered into under Clause 31.2 above at its own cost. In the event that there is any subsequent change of any of the Contractor's Cleansing Workers and/or of the terms of the Standard Employment Contract as approved by the Government Representative, the Contractor shall supply the Government Representative within three (3) days after such change with a copy of any new employment contract entered into or any employment contract as amended, as the case may be, at its own costs.
- 31.4 The Contractor shall keep proper record of all amendments, variation or cancellation to the Standard Employment Contracts and the payment to its Cleansing Workers.
- 31.5 Any breach of Clause 31.2 above in respect of Standard Employment Contract with its Cleansing Workers may be construed as a material breach of the Contract and the Government Representative shall have right to seek other appropriate remedies which include the right to terminate the Contract.
- 31.6 The Contractor shall not vary the terms and conditions of the Standard Employment Contracts without the prior written approval of the Government Representative.
- 31.7 If requested by the Government Representative, the Contractor shall produce evidence to satisfy the Government Representative that the terms and conditions specified in the Standard Employment Contracts have been complied with. The Government Representative may at any time during the Service Period approach the Contractor's Cleansing Workers to verify the information provided by the Contractor. If requested by the Government Representative, the Contractor shall make arrangement for any or all of its Cleansing Workers to meet the Government Representative or the representative of the Labour Department.

- 31.8 The Contractor shall obtain consent from its Cleansing Workers, or other workers employed by the Contractor or its agent 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.
- 31.9 All records stated in this Clause shall be open for inspection by the Government Representative at any time.

32. Contractual Obligations under the Standard Employment Contract

- 32.1 The Contractor shall enter into a written Standard Employment Contract with each of its Non-skilled Workers employed for the performance of this Contract if the employment period exceeds seven (7) days.
- 32.2 The Contractor shall strictly observe its contractual obligations under the Standard Employment Contract, including but not limited to, the contractual obligations the breach of which would attract a Demerit Point.
- 32.3 Without prejudice to the generality of Clause 32.2 above, the Contractor shall, in accordance with the Contract and the Standard Employment Contract, comply with the following contractual obligations:
- (a) paying wages;
 - (b) paying holiday pay payable to the Non-skilled Workers having been employed under a continuous contract for not less than one month;
 - (c) paying wages at a rate of at least 150% for the Non-skilled Workers who are required to work when the typhoon signal no. 8 or above is hoisted; and
 - (d) paying wages by means of autopay to the Non-skilled Workers (payment by cheque is only allowed upon termination of employment contract and is made at the request of the worker concerned);
 - (e) paying the gratuity to the Non-skilled Workers with no less than one year of service under a continuous contract;
 - (f) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.
- 32.4 In the event that the Contractor engages a sub-contractor (the engagement of which is subject to the Government's prior written approval), it shall ensure that its sub-contractor shall also observe and comply with Clause 32.1 to Clause 32.3 above, as if references to "Contractor" read "sub-contractor".

32.5 If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 32.1 to Clause 32.3 above, without prejudice to any other rights, actions or remedies available to the Government including but not limited to the issuance of one or more Demerit Points to the Contractor and/or the sub-contractor, the Government may terminate the Contract immediately.

33. Gratuity to Non-skilled Workers

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

34. Holiday Pay to Non-skilled Workers

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

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

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

36. Debarment Mechanism and Demerit Point System

- 36.1 If the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- 36.2 If the Contractor is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to the Contractor.
- 36.3 If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to each of the Contractor and the sub-contractor.
- 36.4 Each default notice issued under Clause 36.2 or 36.3 above attracts one Demerit Point. The Demerit Point(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.

37. Sub-contractors' Compliance with the Relevant Obligations

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

38. Variations

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

39. Photographs

- 39.1 The Contractor shall throughout the Service Period take all practicable steps to ensure that no photographs of the School Premises or any part thereof or anything therein are taken except with the permission in writing of the Government and no such photographs are published or otherwise circulated without the Government's written permission.
- 39.2 No such permission shall exempt the Contractor from complying with any statutory provisions in regard to the taking and publication of photographs.

40. Liability and Indemnities

40.1 Neither the Government nor any of its employees or agents shall be under any liability whatsoever for or in respect of:

- (a) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Government or any of its employees or agents or otherwise); or
- (b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees or agents, save and except any such injury or death caused by the Negligence of the Government or any of its employees or agents.

40.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of the Government and its employees and agents (each an "Indemnified Person") against:

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

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

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

- 40.3 The indemnity under Clause 40.2 above shall not apply to any injury or death caused by the Negligence of an Indemnified Person.
- 40.4 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor 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.
- 40.5 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 (Chapter 71 of the Laws of Hong Kong).
- 40.6 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

41. Termination

41.1 In the event that:

- (a) the Contractor fails to provide to the Government any Services specified in **Contract Schedule 5** (Schedule of Services) and the provisions of the Contract or in accordance with Clause 6.2 of the Conditions of Contract;
- (b) any Services are rejected pursuant to the Contract;
- (c) the Contractor fails to provide to the Government rectified Services by the date specified by the Government Representative pursuant to Clause 7.2 of the Conditions of Contract;
- (d) the Contractor commits a fundamental breach of any term of the Contract;
- (e) the Contractor is in breach of any other provision of the Contract which in the opinion of the Government is not capable of remedy;
- (f) the Contractor commits a breach of any other provision of the Contract which is capable of remedy and fails to remedy the same within seven (7) days of service of notice by the Government (or such longer period as specified in the notice) requiring such remedy;
- (g) any Warranty is incorrect, inaccurate, incomplete or misleading;
- (h) the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract;

- (i) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with the Government;
- (j) the Contractor abandons the Contract in whole or in part;
- (k) the Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government; or
- (l) the Government is given the right to terminate the Contract under any other provision of the Contract,

the Government may by seven (7) days' written notice to the Contractor terminate the Contract immediately.

41.2 The Government may immediately terminate the Contract upon the occurrence of any of the following events:

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) if the Contractor is an incorporated body, a shareholders' or members' resolution has been passed that it be wound up or dissolved (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation the terms of which have been approved by the Government in advance);
- (c) a petition is presented for the winding-up or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
- (d) the Contractor is or becomes insolvent, or any order is made for the Contractor's bankruptcy or winding up or dissolution;
- (e) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor's business or assets;
- (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (g) the Contractor or any sub-contractor engaged by the Contractor to perform this Contract:
 - (i) is convicted of any of the Relevant Offences arising from this Contract; or

- (ii) has accumulated three (3) or more Demerit Points arising from this Contract over a rolling period of 36 months;
 - (h) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (i) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
 - (j) the Government reasonably apprehends that any of the events mentioned above is about to occur.
- 41.3 Separate from the event mentioned in Clause 53.3 of the Conditions of Contract, where there is a Force Majeure Event, the Government may terminate the Contract in part or in whole pursuant to Clause 53.7 of the Conditions of Contract. In case of partial termination of any part but not the whole of the Contract under this Clause 41.3 (including the partial termination of the Contract in relation to one or more Items of the Services), the partial termination shall be referred to as “Partial Termination Due to FM”.
- 41.4 Notwithstanding anything herein to the contrary, the Government may at any time and from time to time during the Service Period, at its discretion and without cause, suspend or terminate the Contract or any part thereof by giving the Contractor one month’s written notice of such suspension or termination. In the case of suspension, the written notice shall specify the period of the suspension (“Suspension Period”) and the scope of the suspension (viz., the Item(s) of the Services to be suspended, which may be all or any of the Items of the Services covered by the Contract) (“Suspended Services”). In case of partial termination of any part but not the whole of the Contract under this Clause (including the partial termination of one or more Item(s) of the Services), the partial termination shall be referred to as “Partial Termination by Notice”.
- 41.5 Instead of terminating the Contract in relation to all Items of the Services pursuant to Clause 41.1 or 41.2 above, the Government may elect, but is not obliged, to terminate the Contract in relation to any one or more Item(s) of the Services only (“Partial Termination Due to Default”). The term “Partial Termination” may mean a Partial Termination Due to FM or a Partial Termination by Notice or a Partial Termination Due to Default and in each case a “Partial Termination”. The Item(s) of the Services to which a Partial Termination relates are referred to as “Terminated Services”. The Terminated Services may cover all or any Item(s) of the Services which have not been accepted up to the time of the Partial Termination.
- 41.6 Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 41.1 to 41.5 above and in each Sub-clause of Clauses 41.1 and 41.2 above shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.

- 41.7 Upon expiry or early termination of the Contract (howsoever occasioned) (“Termination”):
- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) the Government’s rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
 - (ii) the rights and claims which have accrued to a Party prior to the Termination; and
 - (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the Termination (however occasioned) (including Clauses 3, 4, 11.6 to 11.7, 12 to 69 of the Conditions of Contract, the Interpretation, and such other provisions as specified in the Conditions of Contract);
 - (b) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination;
 - (c) without prejudice to the other rights and claims of the Government including the right to seek indemnity under Clause 40.2 of the Conditions of Contract, in the event of the Termination under Clause 41.1 or 41.2 above, the Contractor shall be liable for all losses, damage, costs and expenses incurred by the Government arising from the Termination including without limitation (i) any amount in excess of the Estimated Service Price incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting quotation/tender for the uncompleted Services; and (ii) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 41.1 or 41.2 above. If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Government to the Contractor for the Services provided by the Contractor prior to Termination and in accordance with the Contract for which payment has yet to be made by the Government;
 - (d) the Contractor shall immediately return to the Government all Government Property which is supplied or in respect of which access is granted to the Contractor by the Government for the purposes of or in relation to the Contract;

- (e) the Contractor shall provide all such assistance as the Government may request from time to time after the Termination to ensure an orderly and effective transition of the provision of the Services to the Government or another contractor to be appointed by the Government Representative and/or completion of any work-in-progress;
- (f) the Contractor shall within twenty-eight (28) days of the date of Termination compile and submit to the Government a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of Termination; and
- (g) at the request of the Government, the Contractor shall enter into and perform all deeds of assignment, transfer or novation in favour of the Government or in favour of any person whom the Government may designate, for the assignment, transfer or novation of any contract, arrangement or other subject matter whatsoever (including without limitation licences in relation to any Intellectual Property Rights) on such terms and conditions as the Government may stipulate; and procure any other third party whom the Government considers necessary for effecting or perfecting such assignment, transfer or novation to enter into and perform any such deeds of assignment, transfer or novation.

Further, upon request by the Government and/or in the event of the expiry or termination (howsoever occurred) of the Contract, the Contractor shall at its sole costs and expenses promptly deliver to the Government the Materials (including any drafts and copies thereof) then in the Contractor's custody, control or possession, whether in their completed forms or not.

41.8 Upon a Partial Termination pursuant to Clause 41.3 or 41.4 or 41.5 above:

- (a) the provisions in the Contract to the extent they apply or concern or relate to the Terminated Services shall be of no further force and effect, but without prejudice to:
 - (i) the Government's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor;
 - (ii) the rights and claims which have accrued to a Party prior to the Partial Termination; and
 - (iii) the continued existence and validity of all remaining provisions of the Contract; and
- (b) all of the consequences specified in Clause 41.7 above (apart from Clause 41.7(a) above) shall apply save that (i) references to "Termination" shall mean "Partial Termination"; references to "Services" shall mean the "Terminated Services"; and (ii) for Clause 41.7(c), it shall apply to a Partial Termination Due to Default.

- 41.9 Upon the issue of a suspension notice pursuant to Clause 41.4 above in relation to the Suspended Services for the Suspension Period specified therein (“Suspension”):
- (a) the Contract in relation to the Suspended Services shall be of no force and effect during the Suspension Period but subject to the same provisions set out in Clauses 41.7(a)(i) to (iii) above save that references therein to Termination shall mean Suspension;
 - (b) the Contract in relation to the Suspended Services shall resume immediately upon expiry of the Suspension Period (or such other date as the Government may subsequently stipulate by varying the Suspension Period by serving at least fourteen (14) days’ notice on the Contractor);
 - (c) unless and to the extent waived by the Government Representative in writing, Clauses 41.7(b) and (e) shall apply in the case of a Suspension save that references therein to Termination shall mean Suspension;
 - (d) the Government has no obligation to pay any outstanding Contract Price (or any part thereof) to the Contractor for any Suspended Services performed but unpaid as at the date when the Suspension comes into effect or at any time during the Suspension Period; and any such obligation shall only resume as the Contract resumes pursuant to Clause 41.9(b) above but strictly on and subject to the terms and conditions of the Contract; any Contract Price paid in advance of the Suspension need not be refunded; no Contract Price shall be payable during the Suspension Period; and
 - (e) the Contractor shall not and has no obligation to perform its obligations in relation to the Suspended Services as at the date when the Suspension comes into effect or at any time during the Suspension Period; and save as directed by the Government in relation to any uncompleted part of the Contractor’s obligations in relation to the Suspended Services as at the date of the Suspension, any such obligation will resume as the Contract resumes pursuant to Clause 41.9(b) above whereupon the Contractor shall resume its obligations in relation to the Suspended Services strictly on and subject to the terms and conditions of the Contract.

42. Intellectual Property Rights

- 42.1 The Government shall be the exclusive owner of the Materials. Except for the Third Party Materials, all the Intellectual Property Rights in the Materials shall vest in the Government immediately upon creation. Subject to Clause 42.3 below, the Contractor warrants that such Materials are original works created, developed or made by or on behalf of the Contractor.
- 42.2 The Contractor shall not use or allow to be used directly or indirectly the Materials except for the performance of its obligations under the Contract or except with the prior written approval of the Government. “Use” includes any acts restricted by copyright (including reproduction) set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).

- 42.3 If any materials of which the Intellectual Property Rights are owned by third parties and incorporated into the Materials or supplied or used by the Contractor in the performance of the Contract (“Third Party Materials”), the Contractor shall identify the Third Party Materials to the Government and keep the Government informed in writing of such Third Party Materials. The Contractor hereby grants or in case it is not empowered to do so, shall at its own costs and expenses procure that there will be granted, in favour of the Government, its authorised users, assigns and successors-in-title a royalty-free, non-exclusive, irrevocable, perpetual, worldwide and sub-licensable licence, for all purposes contemplated by the Contract, to use (including doing any of the acts restricted by copyright set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong)) the Third Party Materials.
- 42.4 The Contractor warrants that:
- (a) it has or shall have a valid and continuing licence under which it is entitled to use or sub-license such third party materials and the third party Intellectual Property Rights for itself and for the Government and its authorised users to use such third party materials;
 - (b) prior to the use and incorporation of such Third Party Materials into the Materials or in providing the Services, the Contractor shall have obtained from the third party Intellectual Property Rights owners the grant of all necessary clearances and licences for itself and its authorised users and for the Government, its authorised users, assigns and successors-in-title to use the Third Party Materials in the manner and for any of the purposes contemplated by the Contract. The costs of the above clearances and licences shall be borne by the Contractor;
 - (c) the provision of the Materials, Services and Third Party Materials by the Contractor and the use or possession by the Government, its authorised users, assigns and successors-in-title of the Materials and the Third Party Materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights or any other rights of any person; and
 - (d) the exercise of any of the rights granted under the Contract by the Government, its authorised users, assigns and successors-in-title will not infringe any Intellectual Property Rights or any other rights of any person.
- 42.5 The Contractor hereby waives and will procure its officers, employees, agents, sub-contractors and all authors concerned to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of the Government, its authorised users and licensees and shall take effect upon delivery of the relevant Materials.
- 42.6 The Contractor shall at its own costs execute or procure the execution of any further assignments, deeds, licence, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause.

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

43. Conflict of Interest

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

- (a) ensure that it (including each and every officer, employee and agent of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons (collectively “Restricted Group”) shall not undertake any business, activity, service, task, or job or do anything whatsoever for its own account (whether on its own or in conjunction with another person(s) in a joint venture or partnership or other business entity) or for or on behalf of another person (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor’s duties or obligations under the Contract without the prior written approval of the Government; and
- (b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the interests (of whatsoever nature) of the Contractor or any other member of the Restricted Group, conflict or compete, or may be seen to conflict or compete, with the Contractor’s duties or obligations under the Contract.

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

- 43.3 In the Contract:

- (a) “associate” in relation to any person means:
 - (i) a relative or partner of that person; or
 - (ii) a company one or more of whose directors is in common with one or more of the directors of that person;
- (b) “associated person” of a person means:
 - (i) any person who has control, directly or indirectly, over the second-mentioned person;
 - (ii) any person who is controlled, directly or indirectly, by the second-mentioned person; or

- (iii) any person who is controlled by, or has control over, a person at (i) or (ii) above;
- (c) “control” over another person (“person under control”) means the power of a person to secure:
 - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that person under control or any other person;
 - (ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that person under control or any other person; or
 - (iii) by virtue of holding office as a director in that person under control or any other person;

that the affairs of the person under control are conducted in accordance with the wishes of that other person exercising control;
- (d) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.
- (f) “Restricted Group” has the meaning given to it in Clause 43.1 above.

44. Confidentiality

44.1 The Contractor shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), in whatever form or media, which the Government has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Contractor or which may come to the Contractor’s knowledge or be accessible by the Contractor in the course of carrying out the Services and all advices, recommendations, documents, materials and data given by the Contractor to the Government under the Contract (“Confidential Information”). The Contractor’s obligations under this Clause 44 shall not extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).

- 44.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep the Government and its authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:
- (a) a breach of confidence (whether under the Contract or general law) by the Contractor or any of its employees, agents or sub-contractors;
 - (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
 - (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Chapter 593 of the Laws of Hong Kong).
- 44.3 The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Service Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government's prior written consent.
- 44.4 The Contractor shall not disclose the Confidential Information to any third parties except in confidence to such of the Contractor's employees, agents or sub-contractors who need to know the same for the purposes of the Contract.
- 44.5 The Contractor undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- 44.6 The Contractor shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.
- 44.7 The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 44 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 44.8 The Contractor undertakes, if so requested by the Government, to deliver to the Government on such date as specified by the Government, separate confidentiality agreements duly executed by the Contractor and/or each person to whom any Confidential Information is to be disclosed by the Contractor in accordance with the Contract. The Contractor shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by the Government.

- 44.9 The Contractor further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- 44.10 If the Contractor becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Government and give the Government all reasonable assistance in connection with any action or proceedings which the Government may take or institute against any such persons.
- 44.11 The Government may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.
- 44.12 The provisions of this Clause 44 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

45. Probity

- 45.1 The Contractor acknowledges it has been reminded that:
- (a) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong);
 - (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.
- 45.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.
- 45.3 The Government may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.

45.4 The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 45.2 above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

46. Insurance

46.1 The Contractor shall effect and maintain throughout the Service Period a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such insurances shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. The insurance company or companies shall be authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong).

46.2 Without prejudice to Clause 46.1 above, the Contractor shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.

46.3 The Contractor shall submit to the Government Representative upon award of the Contract two copies of the said policy of insurance together with the receipt for payment of the current premium. Thereafter, the Contractor shall provide the Government with copies of the premium receipts of the policy of insurance within 30 days after the due date for payment of premium.

46.4 The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim.

46.5 If the Contractor fails to give effect to or maintain any insurance required under the Contract, the Government may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.

46.6 No provision in any insurance and no amount of insurance covered shall relieve the Contractor of any liability under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

- 46.7 The Contractor shall with all due diligence conform to all conditions of the insurance policies effected under the Contract and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents and the Contractor shall bear the consequences of any failure to do so. The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies.
- 46.8 The Contractor shall cause all sums received by virtue of the insurances taken out by the Contractor under the Contract to be paid to the Government, who shall apply the same towards the discharge of any liability, settlement of any action or claims and/or reinstatement of any property damaged. The Contractor shall make up any deficiency in the amount required for discharging such liability, settling such action or claim and/or reinstatement if any.

47. Process Agent

If the Contractor is not a Hong Kong resident, the Contractor irrevocably appoints a person whose name and address are set out in the **Appendix A** as its process agent to receive on its behalf service of process of any legal action or proceedings arising out of or in connection with the Contract in Hong Kong and shall notify the Government the name and address for service of that process agent. Service upon the process agent shall be good service upon the Contractor whether or not it is forwarded to and received by the Contractor. If, for any reason, the process agent ceases to be or ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Contractor hereby agrees to appoint a substitute process agent with an address in Hong Kong acceptable to the Government and to deliver to the Government a copy of the substitute process agent's acceptance of that appointment within thirty (30) days. In the event that the Contractor fails to appoint a substitute process agent, or fails to notify the Government of the name and address for service of that substitute process agent, it shall be effective service for the Government to serve the process upon the last known address in Hong Kong of the last known process agent for the Contractor notified to the Government notwithstanding that such process agent is no longer found at such address or has ceased to act or has ceased to be able to act.

48. Relationship of the Parties

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

49. Assignment and Sub-contracting

- 49.1 Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it.
- 49.2 The Contractor shall submit the proposed sub-contract to the Government for approval. The Government reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract shall be deposited with the Government within seven (7) days after the effective date of the sub-contract.
- 49.3 The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.

50. Disclosure of Information

- 50.1 None of the information in the documents furnished by the Government to the Contractor shall be used by the Contractor for any purpose other than for the purpose of the Contract and the Contractor shall not divulge or use except for the purpose of the Contract any information contained in the documents.
- 50.2 The Contractor hereby irrevocably authorises, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as the Government considers fit:
- (a) the Services provided or to be provided by the Contractor;
 - (b) the Total Estimated Service Price and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
 - (c) the price proposal submitted prior to the date of the Contract by the Contractor to the Government in relation to the Services;
 - (d) the engagement by the Government of the Contractor under the Contract and the name and address of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract;
 - (e) contractual information and commitment contained in the Quotation submitted by the Contractor in relation to its Cleansing Workers' wages and maximum working hours and the number of its Cleansing Workers engaged for the performance of the Contracts; and
 - (f) information in relation to the Demerit Points given to the Contractor for breaches of the specific contractual obligations under the Contract.

51. Publicity

- 51.1 Whether before, during or after the expiry or termination of the Service Period, the Contractor shall not use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.
- 51.2 Subject to Clause 51.1 above, the Contractor shall submit to the Government Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Services or other services provided 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.
- 51.3 Notwithstanding any consent or approval given under Clause 51.1 or 51.2 above, whenever required by the Government, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein the Government is mentioned or language used from which a connection with the Government can reasonably be inferred or implied and the Contractor must comply with such request.

52. Vicarious Liability

Any act, default, neglect or omission of any officers, employees, agents or sub-contractors of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor.

53. Force Majeure

- 53.1 If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing concerning such matter and provide the Government with all relevant information as the Government may request.
- 53.2 Within three (3) days after the occurrence of a Force Majeure Event or earlier, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent, how the Force Majeure Event has and/or will materially prevent it from performing the Contract or such part thereof, and likely duration of such material prevention.
- 53.3 Provided the Government is satisfied with the Contractor's claim of a Force Majeure Event which has materially prevented and/or will continue to materially prevent it from performing its obligations under the Contract or such part thereof, the Contract or such part thereof strictly to the extent of such prevention shall be suspended during the subsistence of such Force Majeure Event commencing from a date to be agreed between the Parties ("Suspension due to Force Majeure"). Where the Government is not so satisfied about any alleged claim of a Force Majeure Event, there shall be no Suspension due to Force Majeure. The Contractor may not allege or claim any event as a Force Majeure Event. Any failure by the Contractor to perform any obligation under the Contract shall be treated as default and entitles the Government to terminate the Contract under any applicable Sub-

clause of Clause 41.1 or Clause 41.2 of the Conditions of Contract or partially terminate the Contract under Clause 41.5 of the Conditions of Contract.

- 53.4 Without prejudice to the generality of Clause 53.3 above, whilst the Suspension due to Force Majeure subsists:
- (a) the Contractor shall not be required to perform any part of its obligations under the Contract strictly to the extent it is materially prevented from doing so by the Force Majeure Event (“Affected Obligations”) but it shall use its best endeavours to remove or mitigate the effect of the Force Majeure Event on the Affected Obligations;
 - (b) the Government may make alternative arrangements for the performance of the Affected Obligations, whether by another person or otherwise, without compensation to the Contractor;
 - (c) the Contractor shall not be entitled to any payment of money in respect of the Affected Obligations (if any money would have been payable in the first place);
 - (d) notwithstanding anything in the Contract to the contrary, no compensation shall be payable by either Party to the other due to any losses or damage arising from the Suspension due to Force Majeure; and
 - (e) the Contractor shall continue to fully and punctually perform and observe all of its other obligations which are not affected by the Force Majeure Event in full accordance with the requirements of the Contract including those obligations which are not Affected Obligations, and to that extent, all terms and conditions of the Contract shall continue to apply and be in full force and effect.
- 53.5 Following the issue of a notice by the Contractor under Clause 53.1 above which has led to Suspension due to Force Majeure under Clause 53.3 above, the Contractor shall keep the Government informed once every week or at such longer frequency as may be allowed by the Government, and in any event from time to time upon the request of the Government, of
- (a) the likely duration of the relevant Force Majeure Event and of its effect of materially preventing the Contractor from performing the Affected Obligations;
 - (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event (“Mitigation Actions”); and
 - (c) any other matters relevant to that Force Majeure Event or the Contractor’s performance affected by that Force Majeure Event.
- 53.6 As soon as the relevant Force Majeure Event has terminated or otherwise that the Government considers that the Mitigation Actions have minimised the effect of the Force Majeure Event on the ability of the Contractor to perform the Affected

Obligations, the Contractor shall forthwith notify the Government, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate date for resuming the performance of the Affected Obligations (“Resumption Date”). The Contractor shall immediately after the termination of the Force Majeure Event or with effect from Resumption Date as determined by the Government in the aforesaid manner, resume performance of the Affected Obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Resumption Date, the Government’s decision shall be final in the absence of manifest error.

- 53.7 Should a Suspension due to Force Majeure subsists for more than thirty (30) days, the Government shall be entitled to, but is not obliged to, terminate the Contract (whether in whole or in part) pursuant to Clause 41.3 of the Conditions of Contract (depending on the election of the Government).

54. Report on Defects

The Contractor shall report immediately to the office of the School Premises any defects, such as drain blockage or defective light bulbs, etc. found in any part of the School Premises where it is responsible for cleansing.

55. Arrangement during Epidemic Illness

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

56. Contract Briefing

Before the commencement of the Service Period, the Contractor may be invited to meet with the school concerned to discuss on the handover arrangement. Furthermore, the Contractor shall observe all terms and conditions in the Contract and as advised by the school concerned.

57. Sexual Conviction Record Check

- 57.1 The Contractor shall take all reasonable steps throughout the Service Period to engage for the provision of the Services only persons who are suitably qualified, skilled, honest, experienced, and trained in the work which they are to perform. Without limitation, the Contractor shall not engage any person with previous criminal convictions and sexual convictions for the delivery of the Services. The Contractor^{Note 2} shall require the Contractor’s employees (including its Cleansing Workers) to:

Note 2

The Contractor shall inform the Contractor’s employees of the following:

1. It is obligatory for the Contractor’s employees to provide the information required;
2. Refusing to disclose the required information or intentionally providing false information and/or withholding any material information may render them unsuitable for deployment at the School Premises;

- (a) declare in the job application form and/or other related documents whether they have been convicted of any criminal offence in Hong Kong or elsewhere, and to provide the details; and
- (b) undergo the Sexual Conviction Record Check with the Hong Kong Police Force under the Sexual Conviction Record Check Scheme implemented on 1 December 2011 to the Government.

57.2 The Contractor shall seek the consent of the employees to pass the information regarding Clauses 57.1 (a) and 57.1(b) above to Government Representative for its consideration of the suitability of the Contractor's prospective employees.

58. Retention of Records

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

59. Notices

59.1 Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, facsimile number or email address set out in the **Appendix A** and Paragraph 22.1 of the Terms of Quotation respectively (or such other postal address, facsimile number or email address as the addressee has by no less than seven (7) working days' prior written notice specified to the other Party).

59.2 Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 59.1 above and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant Party;
- (b) if sent by post, (regardless of whether during or outside normal business hours), two (2) working days (for any place in Hong Kong) and seven (7) working days (for any place outside Hong Kong) after the date of posting which is a working day;

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- 3. The information provided by the employees is used by Government Representative for the consideration of their suitability for deployment at the School Premises;
 - 4. Any conviction of criminal offence(s) may not necessarily render them unsuitable for deployment at the School Premises; and
 - 5. The employees have the right to request for access and correction of the information provided by sending a written request to the Contractor.
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- (c) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; or
- (d) if sent by email during normal business hours on a working day, upon despatch unless the sender has received a non-delivery notification from his own computer system.

60. Entire Agreement

- 60.1 The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government.
- 60.2 All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

61. Governing Law and Jurisdiction

- 61.1 The Contract shall be governed by and construed in accordance with the laws of Hong Kong.
- 61.2 The Parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters or dispute arising out of or in connection with or in relation to the Contract.

62. Severability

If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

63. Recovery of Sums Due

Where the Contractor has incurred any liability to the Government, whether at law or in equity and whether such liability is liquidated or unliquidated, the Government may set off, whether by way of equitable set off or at common law the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from the Government to the Contractor under the Contract or any other contract made between the Government and the Contractor.

64. Government to Step In

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

65. Assistance in Legal Proceedings

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

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

66. Contracts (Right of Third Parties) Ordinance

The Parties hereby declare that nothing in this Contract confers or purports to confer on any person not being a Party to this Contract any benefit or any right to enforce any term of this Contract under or pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

67. Admission of Contractor Personnel to Government Premises

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

- 67.2 The Contractor shall ensure that while any of the Relevant Personnel is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- 67.3 The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.
- 67.4 In the event that the Contractor fails to comply with this Clause 67 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 41.1 of the Conditions of Contract or partially terminate the Contract pursuant to Clause 41.5 of the Conditions of Contract.

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

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

69. Sub-contractors

- 69.1 If any obligations of the Contractor are proposed to be performed by a sub-contractor, the Service Provider shall submit in the Working Background and Status of Service Provider information of the sub-contractor. Details of the obligations to be performed by the proposed sub-contractor shall be submitted.
- 69.2 The information required in the Working Background and Status of Service Provider for each proposed sub-contractor shall cover the information as required in Paragraph 9.1(a) of the Terms of Quotation as if references to Service Provider shall mean the proposed sub-contractor.
- 69.3 The Government reserves the power to request the Service Provider to withdraw any sub-contracting proposal in the Information Schedule whereupon should the Service Provider refuse to do so, its Quotation may not be considered further.
- 69.4 If a sub-contractor was established or incorporated outside Hong Kong, the legal opinion referred to in Paragraphs 9.2 and 9.3 of the Terms of Quotation shall also be provided in relation to the proposed sub-contractor.

70. Order of Precedence

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

- (a) Conditions of Contract;
- (b) Contract Schedule 5 (Schedule of Services);
- (c) other Contract Schedules; and

- (d) any other materials which were submitted by the Contractor as part of its Quotation and attached to the Contract.

PART 5 - CONTRACT SCHEDULES**Contract Schedule 1 (Price Proposal)***(To be completed and returned together with the Quotation before the Quotation Closing Time)***Provision of the Services set out in Contract Schedule 5 (Schedule of Services) in accordance with terms and conditions under the Contract.****Item 1 - Estimated Service Price for Provision of Cleansing Services**

Location Item	Location of School Premises	Estimated Requirement (A)	Monthly Rate (HK\$) (B)	Estimated Service Price (HK\$) (A) x (B)
1	Li Cheng Uk Government Primary School 43 Tonkin Street, Shamshuipo, Kowloon. <u>Manpower Required</u> (i) Minimum no. of Cleansing Workers per day: 5 (ii) Minimum hours per Cleansing Worker per shift per day: (i) 10 hours for one Cleansing Worker (Monday to Friday) (ii) 7 hours for one Cleansing Worker (Saturday)	12 months		(C)

Item 2 - Waste Disposal ArrangementsQuotation of the Government MSW Payment (see Paragraph 3 of the MSW Schedule)

Location Item	Location of School Premises	Description	Monthly Rate	
			Quote MSW Charges per month (HK\$) (A)	Monthly Administrative Fee (MSW) (HK\$) (B)
1	Li Cheng Uk Government Primary School 43 Tonkin Street, Shamshuipo, Kowloon.	Performance of all obligations as stated in the MSW Schedule in relation to MSW		
Monthly Rate of the Government MSW Payment (X) = (A) + (B) for the Location Item(s) above (HK\$)				
Estimated Service Price of the Government MSW Payment over the Service Period: (X) x N (N = the estimated number months within the Service Period during which the MSW Charging Scheme comes into force, viz., 9 months)				(D)

Total Estimated Service Price (i.e. (C) + (D)):	HK\$
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Name of Service Provider: _____

 Li Cheng Uk Government Primary School

Notes for Item 2:

1. The quotation of the Quoted MSW Charges shall cover the cost per month of disposing the MSW under the MSW Charging Scheme based on the estimate of MSW as stated in Annex 1 to this MSW Schedule and the applicable unit rates the MSW Charges (viz., whether it be the unit price for D-bags or for D-labels). These unit rates as at the date of this Invitation to Quotation are set out in Paragraph 5.3 of the MSW Schedule.
2. Since the MSW Schedule does not concern any EGW, no price quotation in relation to EGW shall be submitted in this **Contract Schedule 1** (Price Proposal).
3. The quotation of the Monthly Administrative Fee (MSW) shall cover a reasonable amount of the monthly administrative fee in performing other Contractor's obligations as stated in this MSW Schedule (viz., "Monthly Administrative Fee (MSW)") not covered by the Quoted MSW Charges which amount shall be separately quoted in the breakdown of the Government MSW Payment.
4. If the Service Provider fails to submit the Quoted MSW Charges and/or the Monthly Administrative Fee (MSW) for any Location Item, it shall be assumed that zero amount shall be chargeable. This is unless upon subsequent clarification with the Service Provider (which the Government may but is not obliged to make), the Service Provider denies such intention in which case, the Service Provider's Quotation **will not be considered further**.
5. The "N" (i.e. the estimated number of months within the Service Period during which the MSW Charging Scheme comes into force) and the "Estimated Service Price of the Government MSW Payment over the Service Period" in the above table are used for price comparison only. The final payment should be "X" multiplied by the actual number of months within the Service Period during which the MSW Charging Scheme comes into force.

PART 5 - CONTRACT SCHEDULES**Contract Schedule 2 (Wage Proposal)***(To be completed and returned together with the Quotation submission)*

A Service Provider shall refer to Paragraph 30 of the Terms of Quotation and Clause 30 of the Conditions of Contract in completing this Contract Schedule.

1. A Service Provider must propose in the given spaces below a monthly wage rate and the basis on which such wage rate is calculated. The monthly wage rate proposed must comply with the requirements set out in the Standard Employment Contract and the accompanying Guidance Notes in **Appendix E**.
2. Any wage proposed lower than the “SMW plus rest pay rate” will be dealt with in accordance with Paragraph 30.4 of the Terms of Quotation.
3. By way of illustration, the monthly wage payable to a full-time Cleansing Worker shall not less than HK\$9,300, calculated on the basis of -
 - (i) 31 days per month (i.e. 27 normal working days plus 4 paid rest days);
 - (ii) 6 normal working days per week;
 - (iii) 10 hours a day¹ (Monday to Friday) and 7 hours¹ (Saturday); and
 - (iv) HK\$40.00 per hour.

[(5 + 7/10 + 1) x 4 + 3] days x 10 hours x HK\$40.00 = HK\$11,920.00]
 Gratuity : HK\$11,920.00 x 12 months x 6% = HK\$8,582.40

4. Wage proposal for Cleansing Workers

- 4(a) The **monthly wage** payable to a full-time Cleansing Worker shall be **HK\$** _____ calculated on the basis of 31 days per month, one paid rest day for every period of seven days, **X** normal working days per week, **X** hours a day¹ and **HK\$** _____ **per hour**.
- 4(b) A Service Provider shall refer to Paragraph 30 of the Terms of Quotation and Clause 30 of the Conditions of Contract in complying with this Contract Schedule.

Staff	Daily maximum net working hours for each staff (exclusive of meal break)	Total number of normal working days per month
Cleansing Workers	9	27

Name of Service Provider: _____

¹ The number of hours means working hours plus paid meal break.

PART 5 - CONTRACT SCHEDULES

Contract Schedule 3 (Details of the Bank Account for Payment of Monthly Fee)
(To be completed and returned together with the Quotation submission)

1. Name of Bank : _____
2. Address of the Bank : _____
3. Name of Account Holder* : _____
4. Bank Account Number : _____

Note: *Must be the same as the name of the Service Provider shown in Part 6 (Offer to be Bound).

Name of Service Provider: _____

PART 5 - CONTRACT SCHEDULES
Contract Schedule 4 (Information Schedule)
(To be completed and returned together with the Quotation submission)

Information required under Paragraph 25.2 (Government Discretion) of the Terms of Quotation

(* Please “✓” where appropriate.)

- * I / We confirm that none of the events as mentioned in Paragraphs 25.1(a) to 25.1(g) of the Terms of Quotation has ever occurred.

- * I / We confirm that the following event(s) as mentioned in Paragraphs 25.1(a) to 25.1(g) of the Terms of Quotation has occurred:

Date	Details of the Event

Name of Service Provider: _____

PART 5 - CONTRACT SCHEDULES
Contract Schedule 5 (Schedule of Services)

Provision of Cleansing Services for Li Cheng Uk Government Primary School

(Please refer to the Chinese version with captioned as below)
(外判清潔服務合約細則及其附表一及表二)

**PART 6 - OFFER TO BE BOUND
(PLEASE SIGN AND SUBMIT THIS PART 6
WITHOUT CHANGING THE ORIGINAL TEXT)**

(To be completed and returned together with the Quotation before the Quotation Closing Time)

1. Having read the Quotation Documents, I/we, the Service Provider mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
2. I/We, the Service Provider mentioned below, do hereby agree to carry out all or any of the Services at the prices quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the terms and conditions of the Quotation Documents.

*# Signed by the Service Provider / Signed by an authorised signatory for and on behalf of the Service Provider : _____

Name of the Service Provider : _____

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

Date : _____

Notes:

- (i) The Offer to be Bound to be submitted shall be this Part 6 or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of this Part 6 (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Quotation with the non-conforming Offer to be Bound will not be considered further.
- (ii) *This Part 6 – Offer to be Bound shall be signed and submitted in the Quotation before the Closing Closing Time. This signed Part 6 – Offer to be Bound to be submitted must not be a photocopy of the original, otherwise, the Quotation will not be considered further.
- (iii) In compliance with the restriction set out in Paragraph 11 of the Terms of Quotation, the Service Provider shall not make any alteration to the original text set out in this Part 6 – Offer to be Bound, otherwise the Quotation will not be considered further. Deleting inapplicable word “I/we” or “me/us” or the alternative wording denoted by # above is however not to be treated as an alteration.

Appendix A

Working Background and Status of Service Provider
(To be completed and returned together with the Quotation submission)

1. Please provide the following information (please attach separate sheets if space is insufficient) –

Working Background and Status of Service Provider

(a)	Name of the Service Provider	
(b)	Principal place of business of the Service Provider (in address form)	
(c)	Type of business entity of the Service Provider	company / sole proprietorship / partnership / statutory corporation /others* (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Service Provider and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: (i) managing director and other directors; (ii) partners; or (iii) sole proprietor	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Service Provider including the number and location of full time/contract employees, core business strategies and strength, and industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Service Provider	

Appendix A**Working Background and Status of Service Provider (Cont'd)**

(j)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Service Provider is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Service Provider does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Service Provider	Please attach if applicable.
(k)	(if the Service Provider is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Service Provider	Please attach if applicable.
(l)	(if the Service Provider is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Service Provider	Please attach if applicable.
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy no.: Expiry date:	
(n)	A certified extract of board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Service Provider.	Please attach if applicable.

Appendix A

Working Background and Status of Service Provider (Cont'd)

(o)	Contact details of the Service Provider: (i) Address (ii) Attention (Name and Post Title) (iii) Facsimile (iv) Email Address	
(p)	Process Agent (for a Service Provider incorporated, formed or established outside Hong Kong) (i) Address (ii) Attention (Name and Post Title) (iii) Facsimile (iv) Email Address	

Information required under Paragraph 69 of the Terms of Quotation:

(a)	Name of the proposed sub-contractor	
(b)	Place of business of the proposed sub-contractors (in address form)	
(c)	Obligations proposed to be performed by the proposed sub-contractor	

2. Statement of Compliance (** Please “✓” in the appropriate box.*)

- * My/Our offer **does comply** with the Schedule of Services; or
- * My/Our offer **does not comply** with the Schedule of Services. Details are as follows:

3. In the event of any queries relating to my/our offers or Quotation, please contact –

Name & Post: _____ Tel. No.: _____

Email Address: _____

Name of Service Provider: _____

Appendix B

Statement of Convictions

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

A Service Provider hereby declares if the following person(s) has/have obtained any conviction of the Relevant Offences (as defined in Paragraph 6 of the Terms of Quotation) for a period of five (5) years immediately preceding the Quotation Closing Date:

- (a) the Service Provider itself;
- (b) where applicable, each of its partners if it is a partnership or each of its shareholders if it is a company; and
- (c) where applicable, its sub-contractor.

(Please “✓“ in the appropriate box.)*

* No

* Yes

If yes, please complete the following table –

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

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

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

Name of Service Provider: _____ :

Signed by the Service Provider / Signed by an authorised signatory for and on behalf of the Service Provider _____ :

Name of the authorised signatory (where applicable) _____ :

Title of the authorised signatory (where applicable) _____ :

Date _____ :

Appendix C

Sub-contractor's Acknowledgement

(To be completed and returned together with the Quotation submission, if applicable)

The sub-contractor proposed by the Service Provider hereby acknowledges that:

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

Authorised Signature : _____

Name of Authorised Person : _____

Name of the Sub-contractor : _____

Appendix D

Non-Collusive Quotation Certificate

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

To: the Government

Dear Sir/ Madam,

Non-collusive Quotation Certificate

1. I/We, (name of the Service Provider) _____ of
(address(es) of the Service Provider) _____

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

Non-collusion

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

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

Appendix D**Non-Collusive Quotation Certificate (Cont'd)**

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

Disclosure of subcontracting

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

Appendix D

Non-Collusive Quotation Certificate (Cont'd)

Consequences of breach or non-compliance

- 5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 14.1 of the Terms of Quotation, the Government may exercise any of the rights under Paragraphs 14.3 to 14.5 of the Terms of Quotation in addition to and without prejudice to any other rights or remedies available to it against me/us.

- 6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Quotation and my/our personal information.

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

Name of the authorised signatory (where
applicable) :

Title of the authorised signatory (where
applicable) :

Date :

Appendix E

26.4.2023 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)，為政府服務合約 (編號：_____ (註2)，批出合約日期：____年____月____日) 工作。僱員的工作地點是_____ (限於上述政府服務合約的範圍)。在本僱傭合約期內，如有需要，僱主可緊急或短暫及有限度調配僱員在_____區域(註3)內工作。(註4)
- 三、 (甲) 僱員每星期工作____天，每天的工作時間：(註5)
- 上/下午*____至上/下午*____及上/下午*____至上/下午*____。
- 分更制的
- 上/下午*____至上/下午*____及上/下午*____至上/下午*____；
- 上/下午*____至上/下午*____及上/下午*____至上/下午*____；或
- 上/下午*____至上/下午*____及上/下午*____至上/下午*____。
- (乙) 僱員的用膳時間由上/下午*____至上/下午*____/每日____小時/分____鐘*。上述用膳時間(註6)：
- 屬於工作時數。用膳時間薪酬已包括在本僱傭合約第六(甲)條款所列明的每月工資內。(註7)
- 不屬於工作時數。用膳時間薪酬為每天港幣____元，並為本僱傭合約第六(甲)條款所列明的每月工資以外的額外薪酬。
- 不屬於工作時數及無薪。

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

- 四、僱員每7天可享有1天有薪休息日。僱員的有薪休息日為每週的星期___/有薪休息日不固定*（如屬此情況，則僱主須於每月開始之前將有薪休息日的日期以書面通知僱員或將僱員有薪休息日的輪值表張貼於僱傭地點的顯眼處）。僱員休息日的工資須相等於該僱員在一正常工作日工作所賺取的工資（但不包括超時工作工資）。
- 五、除第四條款指明的有薪休息日外，根據本僱傭合約的其他休班日（如適用）：
 有薪，款額為每天港幣__元/相等於僱員在一正常工作日工作所賺取的工資*。休班日薪酬為本僱傭合約第六(甲)條款所列的每月工資以外的額外薪酬。
 無薪。
- 六、根據本僱傭合約第三(甲)條款所訂的工作時間工作，僱員應收取：
- (甲) 每月工資為港幣 ____ 元（但不包括超時工作工資），該款項包括僱員在正常工作日的工作時數所賺取的工資及本僱傭合約第四條款所列的休息日工資。
(註7)
無論每月有多少日數，僱員的每月工資仍應該相等於本僱傭合約所訂定的工資。在計算僱員的缺勤工資時，應以有關月份的正常工作日加有薪休息日的日數為基數。
 如僱員受聘為僱主在同一區域內所承辦的不同政府服務合約工作，其在每一工作地點應得的工資須根據附表第二條款各表內所載的每月工資按比例計算。(須填寫附表)
任何津貼須為上述工資以外的額外款項。
- (乙) 如需工作超逾本僱傭合約第三(甲)條款所列的每天工作時間或在休息日/休班日工作，則超時工作的工資率及休息日/休班日工作的工資率為僱員在正常工作日的工作時數所賺取的工資率的__%（所填寫的數字必須不低於100）。(註8)
- (丙) 本僱傭合約第三(乙)條款列明不屬於工作時數的有薪用膳時間的薪酬。
- (丁) 本僱傭合約第五條款所列的休班日薪酬。
- (戊) 根據第二十七條款或附表第五條款，在8號或以上風球下工作的薪酬。
- (己) 根據《最低工資條例》應獲得的任何額外報酬。(註9)
- (庚) 任何根據本僱傭合約或香港法例規定須支付予僱員的金額。
- 七、工資期為1個月。工資（包括應支付的超時工作工資及根據本僱傭合約第六條款應支付的任何款項）在任何情況下不得遲於工資期屆滿後7天支付。同樣，工資及到期付給僱員的任何款項（包括本僱傭合約第二十八條款的酬金（如有）及任何其他到期的須付款項），亦不得遲於本僱傭合約屆滿或終止後7天支付。如僱員受僱於僱主在多於一個職位（依附表所定義）工作，而在僱員工作的職位屆滿或終止時，根據附表第六條款應獲得酬金，該筆酬金不得遲於有關職位屆滿或終止後7天支付。
- 八、僱主及僱員雙方同意以自動轉賬方式將所有工資（包括應支付的超時工作工資及根據本僱傭合約第六條款應支付的任何款項，但因本僱傭合約或某一職位屆滿或終止而須支付的酬金及款項除外）直接存入以僱員名義開設的銀行戶口內。該銀行須是根據香港法例第155章《銀行業條例》的規定而領有牌照的銀行。僱主並須向僱員提供詳列每期工資細項的薪金表（糧單）以作參考。如僱員同意，僱主可以支票形式支付因本僱傭合約或某

一職位屆滿或終止而須支付的酬金（如有）及任何款項（包括工資），但不得遲於本僱傭合約或該職位屆滿或終止後7天支付。

- 九、僱主除按照《僱傭條例》規定准許的扣薪項目及香港法例第485章《強制性公積金計劃條例》規定的僱員部份的供款外，不得扣除僱員的工資，而扣薪款額不得超過《僱傭條例》及《強制性公積金計劃條例》的規定。除法例規定外，任何僱主之經營及/或行政成本，與固定資產及器具的損耗，包括衣服鞋襪等制服費、培訓費、行政費、清潔費、工具費、交通費、按金等，以及採購部門根據有關政府服務合約的條款向僱主收取及/或扣除的任何款項，均應由僱主負責，一律不可向僱員收取或在僱員的工資中扣減。
- 十、僱員可根據《僱傭條例》的規定享有休息日、法定假日、有薪年假、產假、侍产假及疾病津貼等法定權益和有關的保障。
- 十一、僱主須依照《僱傭條例》安排僱員在不同日期分別放取休息日、法定假日及有薪年假，此等假日不可互相取代。
- 十二、僱主須遵守《僱員補償條例》的規定。僱員可根據《僱員補償條例》的條文享有有關的權利、利益和保障。
- 十三、僱主須遵守香港法例第509章《職業安全及健康條例》及第59章《工廠及工業經營條例》有關安全及健康的規定。
- 十四、僱員須/毋須*根據香港法例第460章《保安及護衛服務條例》之規定申領保安人員許可證。(註10)
- 十五、僱主須依照《強制性公積金計劃條例》的規定安排僱員登記成為強積金計劃成員，並為僱員每月向註冊計劃供款。僱主每月供款後的7個工作天內，須向僱員發放強積金供款記錄。
- 十六、當8號或以上風球懸掛時，
- 僱員毋須上班，工資不會被扣減。當8號或以上風球於下班前不少於____小時前除下，僱員須要上班。
 - 僱員須要上班，並可獲發實報實銷的額外交通費用。
 - 僱員須要上班，並可獲發颱風當值津貼港幣____元。
- 為免生疑問，本條款所賦予的權益，是第二十七條款或附表第五條款所列明的在8號或以上風球懸掛時工作應獲得的工資以外的額外權益。
- 十七、當黑色暴雨警告生效期間，
- 僱員毋須上班，工資不會被扣減。當黑色暴雨警告於下班前不少於____小時前除下，僱員須要上班。
 - 僱員須要上班，並可獲發實報實銷的額外交通費用。
 - 僱員須要上班，並可獲發暴雨當值津貼港幣____元。

十八、如政府在8號風球改為3號風球前發出「極端情況」公布，在「極端情況」生效期間(註13)，

- 僱員毋須上班，工資不會被扣減。當「極端情況」於下班前不少於____小時前除下，僱員須要上班。
- 僱員須要上班，並可獲發實報實銷的額外交通費用。
- 僱員須要上班，並可獲發「極端情況」當值津貼港幣_____元。如僱員已獲發第十六條款所列明的颱風當值津貼，**仍會/不會***獲發本「極端情況」當值津貼。

十九*、僱員之試用期為____天/____個月*。

二十、本僱傭合約任何一方均可根據以下情況終止僱傭合約：

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

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

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

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

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

廿五、僱員同意僱主將已簽署的本僱傭合約副本及修訂副本（如有）交予_____（採購部門之名稱）（註11）以作記錄及監察僱主履行政府服務合約之用。僱員亦同意該採購部門可將本僱傭合約副本、修訂副本及其他有關資料交予其他政府部門及執法機關作為監察僱主遵守有關法例之用。

- 廿六、（甲） 僱員只需在緊接法定假日之前，已按《僱傭條例》所定義的連續性合約（「連續性合約」）在第二條款指明的政府服務合約受僱於僱主滿1個月，便可獲發假日薪酬。僱主須根據《僱傭條例》的有關規定計算假日薪酬的款額，並最遲須於法定假日後的第一個發薪日支付假日薪酬給僱員。為免生疑問，本第二十六條款並不損害僱員根據《僱傭條例》享有假日薪酬的權益。
- （乙） 如僱員為僱主在多於一個職位工作，應獲付假日薪酬的詳情載列於附表第四條款。

- 廿七、 (甲) 如在僱員某天或某更份的工作期間，曾懸掛8號或以上風球（不論懸掛時間的長短），僱員就該天或該更份應獲支付的工資，為其本應在該天或該更份的工作時數而賺取的工資的__%（所填寫的數字必須不低於150）。僱員本應在該天或該更份的工作時數賺取的工資，包括僱員於該天或該更份的所有工作時數依其每月工資按比例計算的工資、根據第六(乙)條款訂明百分比計算的超時工作工資（如適用）及根據第三(乙)條款應獲付的用膳時間薪酬（如適用）。
- (乙) 如僱員為僱主在多於一個職位工作，其在8號或以上風球懸掛時工作應獲工資的詳情載列於附表第五條款。
- 廿八、 (甲) 在本僱傭合約屆滿或終止時（而終止的原因並非基於《僱傭條例》第9條(註12)的理由而作出），如僱員在緊接本僱傭合約屆滿或終止前已為僱主在上述第二條款列明的政府服務合約下按連續性合約受僱不少於12個月，僱主須向僱員支付酬金。
- (乙) 如僱員根據上述第二十八(甲)條款可獲發酬金，該筆酬金的款額相等於僱員在應計算酬金的期間內所賺取的總工資的6%。應計算酬金的期間為僱員在緊接僱傭合約屆滿或終止之前，就有關政府服務合約按連續性合約受僱於僱主的一段連續期間，但該期間在任何情況下不得早於2019年4月1日開始。
- (丙) 該筆酬金是按僱員的服務年資支付的款項。如僱員根據《僱傭條例》應獲付遣散費或長期服務金，僱主須在支付遣散費或長期服務金（按情況而定）前先支付酬金，並可按照《僱傭條例》從任何根據該條例須付予僱員的遣散費或長期服務金中，扣除已支付予僱員的酬金的款額。可扣除的款額，以該筆酬金與須付遣散費或長期服務金基於相同部份的服務年期所計算的款額為限。僱主只可從僱員的有關職業退休計劃利益或強制性公積金計劃權益中，扣除須付的遣散費或長期服務金的餘額。
- (丁) 如僱員為僱主在多於一個職位工作，應獲付酬金的詳情載列於附表第六條款。

僱員簽名

僱主或僱主代表簽名

姓名： _____

姓名： _____

香港身份證號碼： _____

職位： _____

簽署日期： _____

簽署日期： _____

* 請刪去不適用者

 請於適當方格劃上“✓”號

附註

(公司印鑑)

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

- 註2： 如僱員為僱主在同一區域內多於一份政府服務合約中工作，則毋須填寫此政府服務合約編號及本僱傭合約第二、第三、第六(乙)及第二十七(甲)條款，但必須填寫附表。
- 註3： 「區域」是指根據《2011年地方選區（立法會）宣布令》而劃分的地區，但將離島區獨立於新界西；因此，有關分區是6區，分別為：香港島、九龍西、九龍東、新界西、新界東以及離島。而「區域」只可填寫其中一區並只限於第二條款中所指明的工作地點的所屬區域範圍。
- 註4： 本僱傭合約第二條款只規定僱主可在本僱傭合約期內緊急或短暫及有限度調配僱員在本僱傭合約第二條款列明的區域內工作，並不適用於因本僱傭合約終止或本僱傭合約第二條款列明的政府服務合約屆滿而重新調配僱員到其他職位或工作地點的安排。這類安排，須經僱主及僱員雙方協議並符合《僱傭條例》的有關規定。
- 註5： 僱主在有關政府服務合約內承諾僱員每天准予工作時數上限為 小時。
- 註6： 如僱員在用膳時間是處於《最低工資條例》工作時數所指的情況（當中包括按照僱傭合約、或在僱主同意或指示下而留駐僱傭地點當值，不論該僱員當時有否獲派工作），或僱員的用膳時間按照本僱傭合約或勞資雙方的協議屬於僱員的工作時數，則在計算最低工資時須包括該段時間。
- 註7： (i) 本僱傭合約第六(甲)條款訂明的每月工資的工資率，須不低於僱主在有關政府服務合約內承諾的每月工資的工資率，或參照簽訂標準僱傭合約須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾的每月工資的工資率計算。
- (ii) 本僱傭合約第六(甲)條款的每月工資的工資率是以每月最高正常工作日數加有薪休息日共 天及平均每日正常工作時數 小時為基數計算。如根據本僱傭合約第三(乙)條款，僱員的用膳時間屬於工作時數，則在計算僱員每月工資時，上述平均每日正常工作時數須包括該段用膳時間。
- (iii) 僱主在有關政府服務合約內承諾的每月工資港幣 元的工資率，是以每月 31 天（27 天正常工作日加 4 天有薪休息日）及平均每日正常工作時數 小時為基數計算。為免生疑問，根據本僱傭合約第四條款，僱員每 7 天可享有 1 天有薪休息日。
- 註8： 本僱傭合約第六(乙)條款的超時工作工資率和休息日/休班日工作工資率，須不低於根據本僱傭合約第六(甲)條款所列的每月工資，以及僱員在該月正常工作日加有薪休息日的日數和註7(ii)所列的平均每日正常工作時數所計算出的工資率的100%。
- 註9： 根據《最低工資條例》，僱員就某工資期應獲支付的最低工資，應相等於將他於該工資期的總工作時數（不足一小時亦須計算在內），乘以該條例所訂定的他的每小時最低工資額。於任何工資期內就某僱員的非工作時數而支付予該僱員的款項，不得算作為須就該工資期或任何其他工資期支付的工資的一部分。如就某工資期支付予某僱員的工資，少於他於該工資期的最低工資，則他有權就該工資期獲得額外報酬，款額為從該筆最低工資中，減去須就該工資期支付的工資後所得之數。
- 註10： 僱員若受聘擔任保安工作，必須根據《保安及護衛服務條例》申領保安人員許可證。
- 註11： 如僱員為僱主在同一區域內多於一份政府服務合約中工作，必須在本僱傭合約第二十四及二十五條款中填寫所有有關的採購部門之名稱。
- 註12： 根據《僱傭條例》第9條，如有以下情況，僱主可無須給予通知或代通知金而即時解僱一名僱員：(i)僱員在與其僱傭有關的事宜上，(a)故意不服從合法而又合理的命令；(b)行為不

當，與正當及忠誠履行職責的原則不相符；(c)犯有欺詐或不忠實行為；或(d)慣常疏忽職責；或(ii)僱主因任何其他理由而有權根據普通法無須給予通知而終止合約。

註13：如因颱風引致「極端情況」，例如公共交通服務嚴重受阻、廣泛地區水浸、嚴重山泥傾瀉或大規模停電，政府會審視情況，並於8號風球改為3號風球前，決定是否發出「極端情況」公布。在「極端情況」公布發出後，除與僱主就「極端情況」下訂立有上班協定的僱員，其他僱員在8號風球取消後的兩小時，應留在原來的地點或安全地點。在「極端情況」生效期間，政府會審視情況及考慮會否延長「極端情況」。當「極端情況」取消，僱員應根據和僱主協定的安排上班。「極端情況」適用於全港。

**適用於政府服務合約承辦商
與其僱員的標準僱傭合約
附表**

(如僱員受聘為僱主在同一區域內(註14)多於一份政府服務合約中工作，則須同時填寫此附表，但毋須填寫標準僱傭合約第二、第三、第六(乙)及第二十七(甲)條款。)

- 一、僱主按以下各表所列詳情聘用僱員在多於一份政府服務合約的職位(統稱「職位」)工作。在本僱傭合約期內，如有需要，僱主可緊急或短暫及有限度調配僱員在 _____ 區域(註14)內工作。(註15)
- 二、僱員每星期工作____天，每天工作時間根據僱主所投得的不同政府服務合約而定。有關政府服務合約之資料表列於下列各表內。僱員的實際每月工資需依據所工作的不同政府服務合約在下列各表內所列的每月工資按有關月份之正常工作日加有薪休息日的日數為基數計算。(如政府服務合約多於兩份，請在表(2)後繼續表列)：

表 (1)	(甲)	政府服務合約編號		採購部門	
		僱員在此政府服務合約下工作的首天	__年__月__日	批出此政府服務合約的日期：	__年__月__日
		職位		工作地點	
		每天工作時數		每天准予工作時數上限	
	(乙)	每天工作時間	<input type="checkbox"/> 上/下午* __至上/下午* __及上/下午* __至上/下午* __。 <input type="checkbox"/> 分更制的 上/下午* __至上/下午* __及上/下午* __至上/下午* __； 上/下午* __至上/下午* __及上/下午* __至上/下午* __；或 上/下午* __至上/下午* __及上/下午* __至上/下午* __。 僱員的用膳時間由上/下午* __至上/下午* __/ 每日__小時/分鐘*。上述用膳時間(註16)： <input type="checkbox"/> 屬於工作時數。用膳時間薪酬已包括在本表(丙)項所列的每月工資內。(註17) <input type="checkbox"/> 不屬於工作時數。用膳時間薪酬為每天港幣____元，並為本表(丙)項所列的每月工資以外的額外薪酬。 <input type="checkbox"/> 不屬於工作時數及無薪。 在特殊情況下，因應有關採購部門的要求，僱主可將上述工作時間作出適當調動，但有關調動祇屬短暫性，亦不會影響僱員原本每天的工作時數。		

(丙)	如根據本表(乙)項所訂的工作時間工作及每星期工作__天，僱員應收取的每月工資為港幣____元(但不包括超時工作工資)，該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第四條款所列的休息日工資。(註17)
(丁)	如需工作超逾本表(乙)項所列的每天工作時間或在休息日/休班日工作，則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日的工作時數所賺取的工資率的____%(所填寫的數字必須不低於100)。(註18)

表 (2)	(甲)	政府服務合約編號		採購部門	
		僱員在此政府服務合約下工作的首天	__年__月__日	批出此政府服務合約的日期：	__年__月__日
		職位		工作地點	
		每天工作時數		每天准予工作時數上限	
	(乙)	每天工作時間	<input type="checkbox"/> 上/下午*__至上/下午*__及上/下午*__至上/下午*__。 <input type="checkbox"/> 分更制的 上/下午*__至上/下午*__及上/下午*__至上/下午*__； 上/下午*__至上/下午*__及上/下午*__至上/下午*__；或 上/下午*__至上/下午*__及上/下午*__至上/下午*__。 僱員的用膳時間由上/下午*__至上/下午*__/ 每日__小時/分鐘*。上述用膳時間(註16)： <input type="checkbox"/> 屬於工作時數。用膳時間薪酬已包括在本表(丙)項所列的每月工資內。(註17) <input type="checkbox"/> 不屬於工作時數。用膳時間薪酬為每天港幣____元，並為本表(丙)項所列的每月工資以外的額外薪酬。 <input type="checkbox"/> 不屬於工作時數及無薪。 在特殊情況下，因應有關採購部門的要求，僱主可將上述工作時間作出適當調動，但有關調動祇屬短暫性，亦不會影響僱員原本每天的工作時數。		
	(丙)	如根據本表(乙)項所訂的工作時間工作及每星期工作__天，僱員應收取的每月工資為港幣____元(但不包括超時工作工資)，該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第四條款所列的休息日工資。(註17)			
	(丁)	如需工作超逾本表(乙)項所列的每天工作時間或在休息日/休班日工作，則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日的工作時數所賺取的工資率的____%(所填寫的數字必須不低於100)。(註18)			

三、如僱員在僱主所投得的不同政府服務合約下工作：

- (甲) 僱員的法定利益如假日薪酬、年假薪酬和疾病津貼需依據《僱傭條例》的規定計算。如無法確定僱員應得的假日薪酬、年假薪酬、疾病津貼和其他法定利益的款額，則以本附表第二條款各表內所列的每月工資中最高的一個數額來計算。
- (乙) 僱員的休息日工資須相等於僱員在該月的正常工作日所賺取的平均每日工資（但不包括超時工作工資）。僱主最遲須於休息日後的第一個發薪日支付該等休息日工資給僱員。
- (丙) 如僱員在一段期間未獲僱主提供工作，則僱員仍應收取相等於該僱員在整段未獲提供工作期間本應賺取的工資。如無法確定僱員在整段未獲提供工作期間本應賺取的工資數目，則以本附表第二條款各表內所列的每月工資中最高的一個數額來計算。
- 僱主和僱員可選擇以不低於本附表第二條款各表內所列的每月工資中最高的一工資率所釐訂的一個數額劃一計算該僱員的每月工資。如屬此情況，僱員根據本附表第二條款內所列的工作日數及有關政府服務合約所列的工作時間工作，應收取的每月工資為港幣_____元（但不包括超時工作工資），該款項包括僱員在正常工作日的工作時數所賺取的工資及標準僱傭合約第四條款所列的休息日工資。如僱員需工作超逾本附表第二條款各表內有關政府服務合約所列的每天工作時間或在休息日/休班日工作，則超時工作工資的工資率及休息日/休班日工作工資的工資率為僱員在正常工作日所賺取的工資率的_____%(所填寫的數字必須不低於100)。(註19)
- 四、 如僱員為僱主在本僱傭合約下多於一個職位工作，僱員只需在緊接法定假日之前，已按連續性合約（所有職位包括在內）受僱滿1個月，便可獲發假日薪酬。僱主須根據《僱傭條例》的有關規定計算假日薪酬的款額，並最遲須於法定假日後的第一個發薪日支付假日薪酬給僱員。為免生疑問，本第四條款並不損害僱員根據《僱傭條例》享有假日薪酬的權益。
- 五、 如僱員為僱主在本僱傭合約下多於一個職位工作，而在僱員某天或某更份就某一職位的工作期間，曾懸掛8號或以上風球（不論懸掛時間的長短），僱員就該職位在那天或該更份應獲支付的工資，為其本應就該職位在那天或該更份的工作時數賺取的工資的__%（所填寫的數字必須不低於150）。僱員本應就該職位在那天或該更份的工作時數賺取的工資，包括僱員就該職位於那天或該更份的所有工作時數依其每月工資按比例計算的工資、根據附表第二或第三條款訂明百分比計算的超時工作工資（如適用）及根據附表第二條款應獲付的用膳時間薪酬（如適用）。
- 六、 (甲) 在某一職位屆滿或終止時（而終止的原因並非基於《僱傭條例》第9條(註20)的理由而作出），如：
- (i) 在緊接該職位屆滿或終止之前，僱員已在該職位受僱於僱主不少於12個月；及
- (ii) 在緊接該職位屆滿或終止之前，僱員已按連續性合約（所有職位包括在內）受僱於僱主不少於12個月，僱主須向僱員支付酬金。
- (乙) 如僱員根據上述第六(甲)條款就某一職位可獲發酬金，該筆酬金的款額相等於僱員就該職位在應計算酬金的期間內所賺取的總工資的6%。應計算酬金的期間為

僱員在緊接該職位屆滿或終止之前，按連續性合約（所有職位包括在內）受僱於僱主的一段連續期間，但該期間在任何情況下不得早於2019年4月1日開始。

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

僱員簽名

僱主或僱主代表簽名

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

註15：本附表第一條款只規定僱主可在本僱傭合約期內緊急或短暫及有限度調配僱員在本附表第一條款列明的區域內工作，並不適用於因本僱傭合約終止或本附表第二條款各表內列明的政府服務合約屆滿而重新調配僱員到其他職位或工作地點的安排。這類安排，須經僱主及僱員雙方協議並符合《僱傭條例》的有關規定。

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

註17： (i)本附表第二條款各表內的每月工資的工資率，須不低於僱主在有關政府服務合約內承諾的每月工資的工資率，或參照簽訂標準僱傭合約須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾的每月工資的工資率計算。

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

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

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

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

為免生疑問，根據本標準僱傭合約第四條款，僱員每7天可享有1天有薪休息日。

註18： 本附表第二條款各表內所列的超時工作工資率和休息日/休班日工作工資率，須不低於根據本附表第二條款各表內(丙)項所列的每月工資及註17(ii)所列的有關每月正常工作日加有薪休息日的日數及平均每日正常工作時數所計算出的有關工資率的100%。

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

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

適用於政府服務合約承辦商 與其僱員簽訂標準僱傭合約須知

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

填寫標準僱傭合約及附表必須注意事項

二、 僱主在有關政府服務合約內承諾每月工資的工資率須不低於以每月最高正常工作日加每月有薪休息日的日數（即27天正常工作日加4天有薪休息日）及平均每日正常工作時數為基數，乘以根據《最低工資條例》訂明每小時最低工資額而得出的款額（下稱「法定最低工資加有薪休息日的工資率」）。此外，日後如有關工資水平由於《最低工資條例》規定的每小時最低工資額作出修訂而有所調整，僱員的工資亦須不低於調整後的工資水平。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾每月工資的工資率計算。有關根據《最低工資條例》訂明每小時最低工資額，請參閱《最低工資條例》附表3。為免生疑問，根據本僱傭合約第四條款，僱員每7天可享有1天有薪休息日。

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

四、 如僱員只限於在同一份政府服務合約中工作，則必須填寫標準僱傭合約第二、第三、第六(乙)及第二十七(甲)條款有關工作地點、工作時間及超時工作工資率和休息日/休班日/在8號或以上風球下工作工資率，而毋須填寫附表。但如該僱員為僱主在同一區域內多於一份政府服務合約中工作，則必須填寫附表，但毋須填寫標準僱傭合約第二、第三、第六(乙)及第二十七(甲)條款。已填寫的附表乃屬標準僱傭合約的一部份。

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

六、 填寫標準僱傭合約第六(甲)條款有關僱員的每月工資時，該每月工資的工資率須不低於僱主在有關政府服務合約內承諾每月工資的工資率，或參照本須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。此外，僱主須同時填寫註7(ii)關於標準僱傭合約第六(甲)條款，及註7(iii)每月工資的工資率所對應的僱員最高每月正常工作日加休息日的日數及平均每日正常工作時數的資料，以及僱主在有關政府服務合約內承諾每月工資的資料（有關資料必須與政府服務合約內所載的相關資料相同）。僱主在填寫註7(ii)時須以一個月31天，最高正常工作日日數加每七天有一天有薪休息日計算，計算方法為：(每星期正常工作日日數+ 1日有薪休息日) x 4(星期) + 餘下星期的最高正常工作日日數/有薪休息日日數。餘下星期的最高正常工作日日數/有薪休息日日數相等於每星期正常工作日日數+ 1日有薪休息日或3天，以較低者為準。[參考例一及例二]

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

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

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

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

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

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

十三、 如僱員根據標準僱傭合約應獲付酬金，該筆酬金的款額相等於僱員在有關受僱期(詳列於標準僱傭合約第二十八(乙)條款)內所賺取的總工資的6%。總工資為僱員根據標準僱傭合約第六條款賺取的所有款項，加上在有關受僱期內應付予僱員的假日薪酬、年假薪酬、疾病津貼和其他法定利益。為免生疑問，在計算酬金時，須剔除與終止僱傭合約有關的款項(包括根據《僱傭條例》須支付的遣散費或長期服務金)。[參考例十三]

十四、 如僱員為僱主在多於一個職位工作，並在標準僱傭合約下的某一職位屆滿或終止時應獲付酬金，該筆應付的酬金的款額相等於僱員在有關受僱期(詳列於附表第六(乙)條款)內就該職位所賺取的總工資的6%。總工資相等於僱員在該職位工作時數所賺取的工資，加上其他與該職位相關的僱傭利益。該等僱傭利益按照在該職位工作時數所賺取的工資相對於在所有職位工作時數所賺取的工資的比例計算。為免生疑問，在計算酬金時，須剔除與終止僱傭合約有關的款項(包括根據《僱傭條例》須支付的遣散費或長期服務金)。[參考例十四及例十五中關於僱傭利益的例子]

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

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

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

強積金供款

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

具體例子

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

每月工資的釐訂

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

- 每星期工作 6 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **31 天**
 $[6(\text{天}) + 1(\text{天})] \times 4 + 3\text{天正常工作日/有薪休息日} = 31\text{天}$
 該僱員應收取的每月工資應不低於**\$11,160.0**；
- 每星期工作 5.5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **29 天**
 $[5.5(\text{天}) + 1(\text{天})] \times 4 + 3\text{天正常工作日/有薪休息日} = 29\text{天}$
 該僱員應收取的每月工資應不低於**\$10,440.0**
 $[\$11,160.0 \div 31(\text{天}) \times 29(\text{天}) = \$10,440.0]$ ；
- 每星期工作 5 天，每天工作時數為 8 小時，則該僱員的每月最高正常工作日加有薪休息日的日數為 **27 天**
 $[5(\text{天}) + 1(\text{天})] \times 4 + 3\text{天正常工作日/有薪休息日} = 27\text{天}$
 該僱員應收取的每月工資應不低於**\$9,720.0**
 $[\$11,160.0 \div 31(\text{天}) \times 27(\text{天}) = \$9,720.0]$ ；
- 每星期工作 6 天，每天工作時數為 6 小時，則該僱員應收取的每月工資應不低於**\$8,370.0**
 $[\$11,160.0 \div 8(\text{小時}) \times 6(\text{小時}) = \$8,370.0]$ ；或
- 每星期工作 6 天，每天工作時數為 8 小時，另有 1 小時屬於工作時數的有薪用膳時間，則該僱員應收取的每月工資應不低於**\$12,555.0**

$$[\$11,160.0 \div 8(\text{小時}) \times 9(\text{小時}) = \$12,555.0]。$$

由於法定最低工資額有所修訂而須調整僱員的每月工資

例二 如根據有關政府服務合約，僱主承諾清潔員的每月工資為\$9,300.0 [以每月正常工作日加有薪休息日的日數為31天及平均每日正常工作時數8小時為基數計算]。參照本須知第二段所述，由於每小時最低工資額由\$37.5修訂至\$40，該僱員的工資水平應調整為\$9,920.0(\$40 x 31(天) x 8(小時) = \$9,920.0)。根據標準僱傭合約第三條款及註7(i)，若清潔員：

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

缺勤工資的計算方法

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

- (1) 如僱員每星期工作6天，每天工作時數為8小時，並沒有休息日以外的休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，則該僱員：
 - 於二月缺勤 1 天，而二月的曆日日數為 28 天，則應扣除的缺勤工資為**\$398.6**
 $[\$11,160.0 \div 28(\text{天}) = \$398.6]$ ；
 - 於三月缺勤 1 天，而三月的曆日日數為 31 天，則應扣除的缺勤工資為**\$360.0**
 $[\$11,160.0 \div 31(\text{天}) = \$360.0]$ ；或
 - 於四月缺勤 1 天，而四月的曆日日數為 30 天，則應扣除的缺勤工資為**\$372.0**
 $[\$11,160.0 \div 30(\text{天}) = \$372.0]$ 。
- (2) 如僱員每星期工作5天，每天工作時數為8小時，除了休息日以外，每星期有1天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$9,720.0，則該僱員：
 - 於二月缺勤 1 天，而二月的曆日日數為 28 天及有 4 天休班日，則應扣除的缺勤工資為**\$405.0**

$$[\$9,720.0 \div (28-4(\text{天})) = \$405.0] ;$$

- 於三月缺勤 1 天，而三月的曆日日數為 31 天及 4 天休班日，則應扣除的缺勤工資為**\$360.0**

$$[\$9,720.0 \div (31-4(\text{天})) = \$360.0] ; \text{或}$$

- 於四月缺勤 1 天，而四月的曆日日數為 30 天及有 4 天休班日，則應扣除的缺勤工資為**\$373.8**

$$[\$9,720.0 \div (30-4(\text{天})) = \$373.8] 。$$

- (3) 如僱員每星期工作6天，每天工作時數為8小時，並沒有休息日以外的休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，如該僱員在三月份放取了5天有薪年假，而三月的曆日日數為31天，於三月缺勤1天，則應扣除的缺勤工資為**\$360.0** [$\$11,160.0 \div 31(\text{天})^{\#} = \360.0] 。

([#]在計算三月份缺勤工資時，僱員的正常工作日(包括於正常工作日放取的5天有薪年假)加有薪休息日的日數為31天。)

超時工作及休息日/休班日工作工資的計算方法

例四 (1) 如僱員每星期工作6天，每天工作8小時及沒有休息日以外的休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，

- 該僱員在二月份(二月的曆日日數為 28 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$398.6** [$\$11,160.0 \div 28(\text{天}) = \398.6] ；以及
 - 每小時：**\$49.8** [$\$11,160.0 \div 28(\text{天}) \div 8(\text{小時}) = \49.8] ；
- 該僱員在三月份(三月的曆日日數為 31 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$360.0** [$\$11,160.0 \div 31(\text{天}) = \360.0] ；以及
 - 每小時：**\$45.0** [$\$11,160.0 \div 31(\text{天}) \div 8(\text{小時}) = \45.0] ；或
- 該僱員在四月份(四月的曆日日數為 30 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$372.0** [$\$11,160.0 \div 30(\text{天}) = \372.0] ；以及
 - 每小時：**\$46.5** [$\$11,160.0 \div 30(\text{天}) \div 8(\text{小時}) = \46.5] 。

(2) 如僱員每星期工作5天，每天工作8小時，除了休息日以外，每星期有1天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$9,720.0，

- 該僱員在二月份(二月的曆日日數為 28 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$405.0** { $\$9,720.0 \div [28 - 4(\text{天})] = \405.0 } ；以及
 - 每小時：**\$50.6** { $\$9,720.0 \div [28 - 4(\text{天})] \div 8(\text{小時}) = \50.6 } ；
- 該僱員在三月份(三月的曆日日數為 31 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$360.0** { $\$9,720.0 \div [31 - 4(\text{天})] = \360.0 } ；以及
 - 每小時：**\$45.0** { $\$9,720.0 \div [31 - 4(\text{天})] \div 8(\text{小時}) = \45.0 } ；或
- 該僱員在四月份(四月的曆日日數為 30 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$373.8** { $\$9,720.0 \div [30 - 4(\text{天})] = \373.8 } ；以及
 - 每小時：**\$46.7** { $\$9,720.0 \div [30 - 4(\text{天})] \div 8(\text{小時}) = \46.7 } 。

- (3) 如僱員每星期工作6天，每天工作8小時，並沒有休息日以外的休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，如該僱員在一月份放取了1天法定假日，而一月的曆日日數為31天，其在一月份的超時工作及休息日/休班日工作的工資率須不低於：

- 每天：**\$360.0** [$\$11,160.0 \div 31(\text{天})^{\#} = \360.0] ；以及
- 每小時：**\$45.0** [$\$11,160.0 \div 31(\text{天})^{\#} \div 8(\text{小時}) = \45.0] 。

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

在8號或以上風球下工作工資的計算方法

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

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

僱員為僱主在兩份或以上政府服務合約中工作的休息日工資及月薪的計算方法

例六 (1) 如僱員需於兩份政府服務合約工作，而在附表第二條款各表所載的每月工資分別為\$11,160.0 [表(1)]和\$11,408.0[表(2)]，該僱員每星期需工作6天，每天工作8小時及每7天有1天有薪休息日，

- 如該僱員在一個有 30 天的月份內享有 4 天有薪休息日，僱員為表(1)的合約工作 10 天及為表(2)的合約工作 16 天，
 - 僱員 26 天工作的工資為**\$9,804.3**
[$\$11,160.0 \div 30(\text{天}) \times 10(\text{天}) + \$11,408.0 \div 30(\text{天}) \times 16(\text{天}) = \$9,804.3$] ；
 - 僱員的休息日工資應不低於每天**\$377.1**
[$\$9,804.3 \div 26(\text{天}) = \377.1] ；以及
 - 僱員在該月的工資應不低於**\$11,312.7**

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

- 如該僱員在一個有 31 天的月份內享有 5 天有薪休息日，僱員為表(1)的合約工作 14 天及為表(2)的合約工作 12 天，
 - 僱員 26 天工作的工資為**\$9,456.0**
 $[\$11,160.0 \div 31(\text{天}) \times 14(\text{天}) + \$11,408.0 \div 31(\text{天}) \times 12(\text{天}) = \$9,456.0]$ ；
 - 僱員的休息日工資應不少於每天**\$363.7**
 $[\$9,456.0 \div 26(\text{天}) = \$363.7]$ ；以及
 - 僱員在該月的工資應不少於**\$11,274.5**
 $[\$9,456.0 + [\$363.7 \times 5(\text{天})] = \$11,274.5]$ 。

- (2) 如僱員需於兩份政府服務合約工作，而在附表第二條款各表所載的每月工資分別為 \$9,720.0[表(1)]和\$9,936.0[表(2)]，該僱員每星期需工作5天，每天工作8小時及每7天有1天有薪休息日，
 - 如該僱員在一個有 30 天的月份內享有 4 天有薪休息日及 4 天無薪休班日，僱員為表(1)的合約工作 10 天及為表(2)的合約工作 12 天，
 - 僱員 22 天工作的工資為**\$8,324.3**
 $\{\$9,720.0 \div [30 - 4(\text{天})] \times 10(\text{天}) + \$9,936.0 \div [30 - 4(\text{天})] \times 12(\text{天}) = \$8,324.3\}$ ；
 - 僱員的休息日工資應不低於每天**\$378.4**
 $[\$8,324.3 \div 22(\text{天}) = \$378.4]$ ；以及
 - 僱員在該月的工資應不低於**\$9,837.9**
 $\{\$8,324.3 + [\$378.4 \times 4(\text{天})] = \$9,837.9\}$ 。

 - 如該僱員在一個有 31 天的月份內享有 5 天有薪休息日及 4 天無薪休班日，僱員為表(1)的合約工作 11 天及為表(2)的合約工作 11 天，
 - 僱員 22 天工作的工資為**\$8,008.0**
 $\{\$9,720.0 \div [31 - 4(\text{天})] \times 11(\text{天}) + \$9,936.0 \div [31 - 4(\text{天})] \times 11(\text{天}) = \$8,008.0\}$ ；
 - 僱員的休息日工資應不低於每天**\$364.0**
 $[\$8,008.0 \div 22(\text{天}) = \$364.0]$ ；以及
 - 僱員在該月的工資應不低於**\$9,828.0**
 $\{\$8,008.0 + [\$364.0 \times 5(\text{天})] = \$9,828.0\}$ 。

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

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

(1) 如在附表第二條款各表所列的每月工資分別為：

- \$11,160.0{每星期工作 6 天及每天工作 8 小時[表(1)]}；以及
- \$11,408.0{每星期工作 6 天及每天工作 8 小時[表(2)]}；

所選擇的劃一每月工資須不低於**\$11,408.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$11,408.0**為基數計算。

(2) 如在附表第二條款各表所列的每月工資分別為：

- \$9,720.0{每星期工作 5 天及每天工作 8 小時[表(1)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$11,160.0
〔 $\$9,720.0 \div 27(\text{天}) \times 31(\text{天}) = \$11,160.0$ 〕；以及
- \$10,672.0{每星期工作 5.5 天及每天工作 8 小時[表(2)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$11,408.0
〔 $\$10,672.0 \div 29(\text{天}) \times 31(\text{天}) = \$11,408.0$ 〕；

所選擇的劃一每月工資須不低於**\$11,408.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$11,408.0**為基數計算。

(3) 如在附表第二條款各表所列的每月工資分別為：

- \$9,720.0{每星期工作 5 天及每天工作 8 小時[表(1)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$11,160.0
〔 $\$9,720.0 \div 27(\text{天}) \times 31(\text{天}) = \$11,160.0$ 〕；以及
- \$7,452.0{每星期工作 5 天及每天工作 6 小時[表(2)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$11,408.0
〔 $\$7,452.0 \div 27(\text{天}) \times 31(\text{天}) \div 6(\text{小時}) \times 8(\text{小時}) = \$11,408.0$ 〕；

所選擇的劃一每月工資須不低於**\$11,408.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$11,408.0**為基數計算。

假日薪酬的計算方法

例八 如僱員每星期工作6天，每天工作8小時，根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，該僱員的假日薪酬(根據《僱傭條例》)應為：

- 在緊接該假日前 12 個月內所賺取的薪酬：\$133,560.0，包括工作 300 天、52 天有薪休息日及 12 天有薪法定假日(其間沒有加班工作)
- 在該 12 個月期間放取而獲付少於全部工資的假期：1 天無薪法定假日(受僱期首個月內的法定假日無薪)
- 須剔除的期間及款額：1 天無薪法定假日(由於該 1 天為無薪法定假日，故須剔除的款額為「\$0」)
- 假日薪酬的款額：〔 $(\$133,560.0 - \$0) \div (365 - 1)(\text{天})$ 〕 = \$366.9。

年假薪酬的計算方法

例九 如僱員每星期工作5.5天，每天工作8小時，根據標準僱傭合約第六(甲)條款的每月工資為\$10,440.0，5天的年假薪酬(根據《僱傭條例》)應為：

- 在緊接該假期前 12 個月內所賺取的薪酬：\$125,280.0，包括工作 274 天及以下假期(其間沒有加班工作)：
 - 52 天有薪休息日
 - 13 天有薪法定假日
 - 26 天無薪休班日
- 須剔除的期間及款額：26 天無薪休班日(因該 26 天休班日為無薪，故須剔除的款額為「\$0」)
- 5 天的年假薪酬：〔(\$125,280.0 – \$0) ÷ (365 – 26) (天) x 5(天)〕 = \$1,847.8。

例十 如僱員每星期工作6天，每天工作8小時，根據標準僱傭合約第六(甲)條款的每月工資為\$11,160.0，5天的年假薪酬(根據《僱傭條例》)應為：

- 在緊接該假期前 12 個月內所賺取的薪酬：\$160,920.0，包括
 - 工作 300 天、52 天有薪休息日及 13 天有薪法定假日共\$133,920.0
 - 加班費\$27,000.0 (該僱員的過去 12 個月內平均款額不低於僱員在同期的平均月薪的 20%)
- 須剔除的期間及款額：因為僱員在該 12 個月內沒有因放取假期而獲支付少於全部工資，故須剔除的期間及款額均為「0」
- 5 天年假薪酬：〔(\$160,920.0 – \$0) ÷ (365 – 0) (天) x 5(天)〕 = \$2,204.4。

疾病津貼的計算方法

例十一 如僱員每星期工作5天，每天工作8小時，根據標準僱傭合約第六(甲)條款的每月工資為\$9,720.0，而該僱員獲連續4天病假，該4天的疾病津貼(根據《僱傭條例》)應為：

- 在緊接病假首天前 12 個月內所賺取的薪酬：\$115,920.0，包括工作 239 天及以下假期(其間沒有加班工作)：
 - 52 天有薪休息日
 - 13 天有薪法定假日
 - 7 天有薪年假
 - 52 天無薪休班日
 - 5 月份 1 天無薪假(在僱主同意下放取的假期)
 - 7 月份 1 天無薪假(在僱主同意下放取的假期)
- 須剔除的期間及款額：52 天無薪休班日及 2 天無薪假(由於該 54 天為無薪假，故須剔除的款額為「\$0」)
- 4 天的疾病津貼：

$$\left[(\$115,920.0 - \$0) \div (365 - 54) (\text{天}) \right] \times 4 (\text{天}) \times 4/5 = \$1,192.7。$$

代通知金的計算方法

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

- 緊接通知日期前 12 個月所賺取的薪酬：\$133,920.0，包括工作 300 天、52 天有薪休

息日及 13 天有薪法定假日(其間沒有加班工作)

- 須剔除的期間及款額：因為僱員在該 12 個月內沒有因放取假期而獲支付少於全部工資，故須剔除的期間及款額均為「0」
- 7 天代通知金金額：〔(\$133,920.0 – \$0) ÷ (365 – 0) (天)〕 x 7 (天) = \$2,568.3。

僱員為僱主在一份政府服務合約工作，在該服務合約屆滿時應獲付酬金的計算方法

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

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

僱員為僱主在兩個職位工作，在其中一個職位屆滿時應獲付酬金的計算方法

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

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

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

- 在表(2)的職位，首 24 個月賺取的總工資為\$182,735.8：
 - 在表(1)的職位及表(2)的職位，就工作時數所賺取的工資總額為\$234,630.0 〔\$87,840.0 + \$146,790.0 = \$234,630.0〕；
 - 在表(2)的職位，首 24 個月賺取的總工資為\$182,735.8 〔\$146,790.0 + \$57,456.0 x (\$146,790.0 ÷ \$234,630.0) = \$182,735.8〕；
- 在表(2)的職位，最後 12 個月賺取的總工資為\$91,955.7：
 - 在表(2)的職位及表(3)的職位，就工作時數所賺取的工資總額為\$120,243.0 〔\$73,395.0 + \$46,848.0 = \$120,243.0〕；
 - 在表(2)的職位，最後 12 個月賺取的總工資為\$91,955.7 〔\$73,395.0 + \$30,408.0 x (\$73,395.0 ÷ \$120,243.0) = \$91,955.7〕

- 在表(2)的職位，於 36 個月內賺取的總工資為\$274,691.5
〔 \$182,735.8 + \$91,955.7 = \$274,691.5 〕
- 就表(2)的職位，應支付的酬金為\$16,481.5
〔 \$274,691.5 x 6% = \$16,481.5 〕。

從應付予僱員的遣散費中扣除已支付的酬金

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

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

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

2023年4月

Appendix F**1. Interpretation**

“Amendment Ordinance”	means the Waste Disposal (Charging for Municipal Solid Waste) (Amendment) Ordinance 2021;
“designated bags” and “designated labels”	have the meanings given to them in the WDO;
“D-bags” and “D-labels”	means designated bags and designated labels respectively;
“gate fee”	means the charges at the unit rates as set out in Sections 2, 3(a) and 4 of Part 1 of the Schedule to the Waste Disposal (Charge for Disposal of Municipal Solid Waste at Scheduled Facilities) Regulation (formerly known as Waste Disposal (Refuse Transfer Station) Regulation), Chapter 354M of the Laws of Hong Kong (“Cap 354M”) which are not applicable under this MSW Schedule;
“Group 2 facility service fee”	means the charges at the unit rates as set out in Section 3(b) of Part 1 of the Schedule to Cap 354M for disposing of MSW at a Group 2 facility (as defined in the aforesaid Part 1) from a waste vehicle in private use (with compactor) which is not applicable under this MSW Schedule;
“Locations”	means those locations as specified in Annex 1 to this MSW Schedule;
“Monthly Administrative Fee (MSW)”	means the amount to be quoted on top of the Quoted MSW Charges in the Price Proposal;
“Monthly Period”	has the meaning given to the term in Paragraph 4.2 of this MSW Schedule;
“Government MSW Payment”	means a monthly quotation in the Price Proposal comprising the Quoted MSW Charges and the Monthly Administrative Fee (MSW);
“MSW Charging Scheme”	means a quantity-based charging scheme for the disposal of municipal solid waste under the WDO;
“MSW”	means municipal solid waste which is covered by the MSW Charging Scheme;

“MSW Charges”	means the charges payable under the MSW Charging Scheme at the unit rates as specified in Schedule 14 of the WDO, and for these rates as at the date of the Quotation Documents, are now repeated in Paragraph 5.3 of this MSW Schedule;
“MSW Schedule”	means this Schedule;
“Quoted MSW Charges”	means a monthly quotation to cover the cost of disposing the MSW under the MSW Charging Scheme based on the estimate of MSW as stated in Annex 1 to this MSW Schedule and the applicable unit rates of the MSW Charges;
“RCP”	means refuse collection point as defined in the WDO;
“waste vehicle in Government service” (in upper or lower case)	has the meaning given to the term in the WDO;
“waste vehicle in private use (with compactor)” (in upper or lower case)	has the meaning given to the term in the WDO;
“waste vehicle in private use (without compactor)” (in upper or lower case)	has the meaning given to the term in the WDO;
“waste vehicle in private use (with or without compactor)” (in upper or lower case)	means waste vehicle in private use (with compactor) or waste vehicle in private use (without compactor); and
“WDO”	means Waste Disposal Ordinance (Chapter 354 of the Laws of Hong Kong) as amended by the Amendment Ordinance and from time to time.

2. Introduction - The Municipal Solid Waste (MSW) Charging Scheme

- 2.1 The Waste Disposal (Charging for Municipal Solid Waste) (Amendment) Ordinance 2021 (viz., “Amendment Ordinance”), which amends the Waste Disposal Ordinance (Chapter 354 of the Laws of Hong Kong) (viz., “WDO”) and its subsidiary legislations to establish a quantity-based charging scheme for the disposal of municipal solid waste (viz., “MSW Charging Scheme”), was passed by the Legislative Council on 26 August 2021.
- 2.2 The Amendment Ordinance will come into operation on a date to be appointed by notice published in the Gazette. For full details of the legal requirements concerning MSW Charging, please refer to the gazetted version of the Amendment Ordinance at <https://www.gld.gov.hk/egazette/pdf/20212535/es12021253525.pdf>.
- 2.3 Even if the Amendment Ordinance may not yet come into effect as at the date when the Contract is awarded, the Government requires the Service Provider to submit a monthly quotation in the Price Schedule to be known as the “Government MSW Payment” to comprise the amount(s) as further specified in Paragraph 3 below. This Government MSW Payment will only be payable by the Government to the Contractor as and when the MSW Charging Scheme comes into effect during the Service Period. The amount will be payable in arrears and on a monthly basis in accordance with Paragraph 8 of this MSW Schedule. This Government MSW Payment as quoted by the Service Provider shall have to be included in the quotation price to be evaluated in the price assessment.

3. Service Providers’ obligations

- 3.1 The Government MSW Payment shall be quoted by the Service Provider in **Contract Schedule 1** (Price Proposal) having regard to the monthly estimate of the Government municipal solid waste which is covered by the Municipal Solid Waste Charging Scheme (viz., “MSW”) provided by the Government in Annex 1 to this MSW Schedule, and the unit prices of the designated bag or designated label set out in Schedule 14 to the WDO (and such unit prices as at the date of this Invitation to Quotation are repeated in Paragraph 5.3 below) (viz., collectively, “Quoted MSW Charges”).
- 3.2 The Service Provider may also include in the Government MSW Payment to be quoted in **Contract Schedule 1** (Price Proposal) a reasonable amount of the monthly administrative fee in performing the Contractor’s obligations as stated in this MSW Schedule not already covered by the Quoted MSW Charges (viz., “Monthly Administrative Fee (MSW)”) which amount shall be separately quoted in the breakdown of the Government MSW Payment.
- 3.3 The Service Provider is advised not to under-quote the Quoted MSW Charges. This is because to the extent that the Service Provider has under-quoted, and the actual MSW Charges incurred by it as the Contractor (should the Contract be awarded to it) are higher than the amount of the Quoted MSW Charges, it would have to bear the difference without recourse to the Government unless Paragraph 8.4 of this MSW Schedule applies.

4. Waste Types to be handled

- 4.1 All waste covered by this Contract is MSW except for paper/plastic/glass/metal waste to be recycled, if any.

- 4.2 Unless otherwise stated, all provisions of this MSW Schedule (apart from Paragraphs 1, 2, 3 and 9) take effect on the date when the MSW Charging Scheme commences into operation (i.e. when the Amendment Ordinance commences into operation) and shall remain in effect throughout the remainder of the Service Period. This period will be split into consecutive monthly periods. For Paragraphs 1, 2, 3, and 9, they shall come into effect as soon as the Contract comes into effect.
- 4.3 Each of these “monthly period” shall match with the ongoing monthly billing period already adopted in the Contract for monthly payment of the Services and measurement of the performance level of the Services (“monthly period (original)”. So that if a monthly period (original) has already started for the Contract when this MSW Schedule comes into effect, that monthly period for the MSW Schedule shall end at the same time as that monthly period (original).
- 5. Contractor’s obligation in handling of Municipal Solid Waste (i.e. non-exempt Government Waste) (MSW)**
- 5.1 Upon the MSW Charging Scheme coming into operation, the Contractor is required to procure at its own cost D-bags and D-labels for the collection and disposal of MSW. Since as mentioned in Paragraph 5.2 below, the Contractor is not required to deploy any Waste Vehicle in Private Use (With or Without Compactor) in the removal of the MSW, no gate fee or Group 2 facility service fee will be payable.
- 5.2 Under the MSW Charging Scheme, the Contractor shall adopt the following waste disposal arrangements:
- (a) MSW shall be properly wrapped in designated bags or affixed with a designated label for oversized waste before it can be deposited onto a waste vehicle operated by FEHD or a contractor of FEHD (viz., “Waste Vehicle in Government Service”).
- OR
- (a) MSW shall be properly wrapped in designated bags or affixed with a designated label for oversized waste before the Contractor may dispose of the same at an RCP.
- OR
- (a) MSW shall be properly wrapped in designated bags or affixed with a designated label for oversized waste before the Contractor may deposit the same at a designated collection area within the building of the Location(s) for removal by the management company of the building.
- 5.3 The MSW Charges (in the form of D-bags and D-labels) shall be payable by the Contractor at the unit prices as prescribed in Schedule 14 to WDO. As at the date of this Invitation to Quotation, the unit prices are summarized below. The MSW Charges shall be deemed to have been included in the Quoted MSW Charges as part of the Government MSW Payment regardless of whether the actual MSW Charges incurred by the Contractor are higher or lower than the Quoted MSW Charges.

(a) Unit prices of designated bags (\$ / bag)

3L	5L	10L	15L	20L	35L	50L	75L	100L	240L	660L
\$0.3	\$0.6	\$1.1	\$1.7	\$2.2	\$3.9	\$5.5	\$8.5	\$11	\$26	\$73

(b) Unit price of designated label

\$11 per label

- 5.4 The Contractor shall supply and maintain sufficient quantity of designated bags and designated labels to cater for the disposal of MSW. The Contractor shall maintain an electronic file (template as set out in Annex 2 to this MSW Schedule) on the stock and usage of the designated bags and designated labels and to replenish the stock in good time.
- 5.5 The Contractor shall procure all necessary designated bags and designated labels from the retail outlets or online platform which are authorized by the DEP to sell such designated bags and designated labels under the WDO.
- 5.6 The Contractor shall make the best use of the designated bags in order to minimize any wastage, e.g. using smaller designated bags if practicable. Unless under exceptional circumstances (e.g. rupture of designated bags during the course of waste collection), the Contractor shall avoid using another designated bag to wrap waste that has already been wrapped with a designated bag.
- 5.7 The Contractor shall propose and execute control and monitoring measures to achieve proper use of designated bags or designated labels for handling MSW. The control and monitoring measures shall be proposed to the EDB's satisfaction and approved by the Government Representative before execution.

6. All waste shall be treated as MSW

- 6.1 All waste, except for recyclables, shall be treated as MSW and shall be wrapped in D-bags and in the case of oversize waste, affixed with D-labels. No exemption is available and there will not be any exempt Government waste (alternatively known as exempted government waste ("EGW")).

7. Other Contract requirements for handling MSW

- 7.1 The approved waste disposal bags for MSW to be used under the Contract after the MSW Charging Scheme coming into operation shall be the "designated bags" as defined in the WDO.
- 7.2 The Contractor is required to facilitate the Government Representative in conducting joint waste survey not less than once every 6 months using the template as set out in Annex 3 to this MSW Schedule.
- 7.3 The Contractor shall provide sufficient quantity of tools, equipment, and the correct bags and labels to facilitate the collection and disposal of MSW.
- 7.4 The Contractor shall facilitate the Government Representative to carry out waste reduction and recycling measures. Any waste intended for recycling and designated to a place for

recycling is not required to be put into D-bags or affixed with D-labels and shall not be loaded to the Waste Vehicle in Government Service or disposed of at any RCP.

- 7.5 The Contractor shall comply with the requirements of the WDO as amended from time to time (but not just the Amendment Ordinance) when disposing the waste collected. The Contractor shall provide adequate guidelines, training, equipment and necessary means to its employees and / or staff to comply with the requirements of the WDO.

8. Payment

- 8.1 In respect of each monthly period, the Government will pay the Government MSW Payment quoted by the Contractor in the Price Proposal in arrears. Where a monthly period is an incomplete calendar month, the Government MSW Payment will be payable on a pro rata basis by first determining the daily rate of the Government MSW Payment to be divided by thirty (30) and then multiply the daily rate by the number of days in that monthly period.
- 8.2 In respect of each monthly period, the Contractor will be required to pay the MSW Charges directly which are incurred by the Contractor in the course of the provision of the Services. The Contractor is required to bear the actual MSW Charges payable in respect of any monthly period to the extent that they are higher than Government MSW Payment (whether or not including or excluding the Administrative Fee (MSW)) (and the amount of the deficit to be calculated by excluding the Administrative Fee (MSW) shall be known as “MSW Charge Deficit”) unless the Contractor can point to any circumstances beyond the control of the Contractor which have led to the sudden upsurge of the quantities of the MSW (see Paragraph 8.4 below). On the other hand, if and to the extent that in respect of any monthly period, the summation of the actual MSW Charges, and Monthly Administrative Fee (MSW) fall below the Government MSW Payment (or the pro rata amount thereof in the case of an incomplete calendar month), the Contractor can keep the difference.
- 8.3 In respect of each monthly period, the Contractor shall stock take the monthly number of designated bags / designated labels actually used.
- 8.4 Under exceptional and/or unforeseen circumstances, within three (3) months from the occurrence of such circumstances, the Contractor may consider to submit an application together with supporting documents and justifications to the Government Representative requesting the Government to reimburse it any MSW Charge Deficit in respect of any monthly period. Upon receiving the application, the Government Representative will evaluate the application to consider whether the case involves any exceptional and/or unforeseen circumstance which has caused the MSW Charge Deficit. Subject to the result of vetting conducted by Government Representative, the Government Representative may approve the whole or part of the requested reimbursement amount or reject the application.

9. Records of MSW removed

- 9.1 Prior to the commencement of the MSW Charging Scheme, the Contractor is responsible for recording the monthly quantity of MSW removed (e.g. number and size of garbage bags used, tonnage of waste and waste type from each office floor / building) and provide such records to the Government Representative in an electronic file (templates as set out in Annex 4 to this MSW Schedule).

List of Annexes to the MSW Schedule

- Annex 1 – Estimated quantities of MSW to be handled by using Designated Bags (D-bags), Designated Labels (D-labels)
- Annex 2 – Template for Stock and Usage of D-bags and D-labels (for MSW)
- Annex 3 – Template for Joint Waste Survey
- Annex 4 – Template monthly quantity of MSW removed

Annex 1 to this MSW Schedule - Estimated quantities of MSW to be handled by using Designated Bags (D-bags), Designated Labels (D-labels)

This Annex is solely for Service Providers' reference and is only applicable upon the commencement of the MSW Charging Scheme.

Location Item	Location of School Premises	Size of D-bags or D-labels required	Monthly quantity estimated by the EDB		Unit Price (HK\$)
			Number of D-bags	Number of D-labels	
1.	Li Cheng Uk Primary School	100L D-bags	242		11
		D-labels		242	11

Name of Service Provider: _____

Annex 2 to the MSW Schedule

Stock and Usage of D-bags and D-labels (For MSW)												
Name of Bureau : Education Bureau			Contract Site: XXX Primary School					Month: < Sept 2023 >				
Date	Number of D-bags									Number of D-labels	Remark	Input by
	3L	5L	10L	15L	20L	35L	50L	75L	100L			
<i>e.g. 1 Sept 2023</i>	10	20	30	40	50	60	70	80	200	100	<i>opening balance</i>	<i>CHAN Tai-man</i>
<i>e.g. 2 Sept 2023</i>					-1				-2	-3	<i>use</i>	<i>CHAN Tai-man</i>
<i>e.g. 10 Sept 2023</i>					1				2	3	<i>refill</i>	<i>CHAN Tai-man</i>
<i>e.g. 30 Sept 2023</i>					-3				-10	-2	<i>use</i>	<i>CHAN Tai-man</i>
Usage of D-bags and D-labels in < Sept 2023 >												
	0	0	0	0	4	0	0	0	12	5		<i>CHAN Tai-man</i>
Closing Balance (carried forward to the next month)												
	10	20	30	40	47	60	70	80	190	98		<i>CHAN Tai-man</i>

Annex 3 to this MSW Schedule - Template for Joint Waste Survey

Name of
B/D: **XXX Primary School**

Contract Site	MSW												Monthly Payment of Gate Fee and Group 2 Facility Service Fee (if applicable)					
	Monthly Usage of D-bags and D-labels																	
	D-bags											Gate Fee			Group 2 Facility Service Fee			
	3L	5L	10L	15L	20L	35L	50L	75L	100L	240L	660L	No. of D-labels	Total Trips	Total Waste Load (Tonne)	Total Amount to be chargeable to EDB (HKD)	Total Trips	Total Waste Load (Tonne)	Total Amount to be chargeable to EDB (HKD)
XXX Primary School					10				30			7	5	5	\$ 1,975.00	2	2	\$ 60.00

Cleansing Contractor: < ABC Company >
 Representative: < Tom Li >
 Post Title: < Coordinator >
 Date: < 30 Sept 2023 >

Name of Bureau: Education Bureau
 Representative: < Mike Chan >
 Post Title: < RO(Adm) >
 Date: < XX Jun 2023 >

Photo Plates of the Joint Waste Survey (if applicable)

< Date of Photo taken >



Using D-bags
<Description, e.g. location of the survey in action>

< Date of Photo taken >



Using D-labels
<Description>

