

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION

Transport Department
TENDER FOR THE PROVISION OF SERVICES

Tender Ref.: TD 322/2018

TENDER FORM

Contract No.:

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked "Tender for Provision of Services for Physical Move of Furniture, Equipment, Files and Other Items from Various Locations to South Tower, West Kowloon Government Offices for the Transport Department and addressed to the Chairman, Tender Opening Committee

must be deposited in the Government Logistics Department

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

before 12:00 noon (time) on 11 February 2019 (date) (Hong Kong time). Late tenders will not be accepted

INTERPRETATION

PART 1 — TERMS OF TENDER

PART 2 — GENERAL CONDITIONS OF CONTRACT

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

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

Copies of the Standard Tender Terms and General Conditions of Contract can also be obtained from the following:

Procurement Division, Government Logistics Department
9/F, North Point Government Offices
333 Java Road, North Point, Hong Kong
(Internet Homepage-<http://www.gld.gov.hk>)

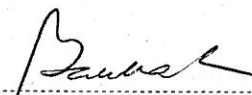
PART 3 — SPECIAL CONDITIONS OF CONTRACT

Attached to this Tender Form (if any).

PART 3A — SERVICE SPECIFICATIONS

Attached to this Tender Form (if any).

Dated this 14 day of January 2019


Government Representative

PART 4 — OFFER TO BE BOUND

- 1. Having read the Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.
- 2. I/We do hereby agree to carry out any or all of the Services specified in the Schedule, during the Contract Period at the prices quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Document.

3. I/We also certify that the particulars given by me/us below, are correct:

- (a) Business Registration Certificate (No.)
which expires on
- (b) Employee's Compensation Insurance Policy (No.)
which expires on
Name of Insurance Company

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

— or —

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

5. The name of the company/firm is

6. The registered office of the company is situated at

— or —

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

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

Authorised
Signature(s):

Dated this day of 20.....

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

PART 5

MEMORANDUM OF ACCEPTANCE

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

I
(name and position of officer)

accept your Tender for the Contract relating to the following item(s) in the Schedule. A copy of each document constituting the Contract is hereby attached for identification purpose.

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

Dated this day of 20.....

Signed by the said in the presence of :

香港特別行政區政府

運輸署

招標承投提供服務

招標編號：TD 322/2018

投標表格

合約編號：.....

投遞標書

投遞標書，必須填妥此表格，一式三份密封於信封內，信封面註明

「為運輸署提供搬遷服務，將家具、設備、檔案及其他物品由不同辦公室搬遷到西九龍政府合署南座」

投標書」，致 開標委員會 主席收，並於 二〇一九 年 二 月
十一 日 正午十二時 (香港時間) 前投入設於 香港北角渣華道 333 號
北角政府合署地下的政府物流服務署 的投標箱內。逾期投標概不受理。

釋義

第 1 部分 — 招標條款

第 2 部分 — 一般合約條款

有關招標承投提供服務予香港特別行政區政府的釋義部分、招標條款和一般合約條款的詳情，載於標準招標條款和一般合約條款，請到以下網站查閱和下載：

- https://www.gldpcms.gov.hk/etb_prod/jsp_public/sm/ssm00105.jsp?ACTION=SWITCH_TO_TRADITIONAL_CHINESE

上述文件亦可在下列辦事處索取：

政府物流服務署採購科
北角政府合署 9 樓
香港北角渣華道 333 號
(互聯網頁 — <http://www.gld.gov.hk>)

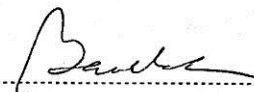
第 3 部分 — 特別合約條款

夾附於本投標表格內 (如有)。

第 3 甲部分 — 服務規格

夾附於本投標表格內 (如有)。

日期：二〇一九 年 一 月 十四 日



政府代表

第 4 部分—應約履行

1. 我／我們參閱過本招標文件，同意受上述條款約束。
2. 我／我們同意按照本招標文件的招標條款及條件，在合約期內以我／我們在價格附表呈報的價錢，依約提供附表內訂明的任何或全部服務，不再收取其他任何費用。

3. 我／我們並證明，下述由我／我們提供的資料均屬正確：

- (a) 商業登記證（號碼：.....）
屆滿日期為：.....
- (b) 僱員賠償保險單（編號：.....）
屆滿日期為：.....
保險公司名稱：.....

4. 我／我們獲下述公司授權，我／我們的簽署對下述公司具有約束力。

— 或 —

我／我們為下述商號的合伙人，我／我們獲授權作出對該商號及其他合伙人有約束力的簽署。

5. 公司／商號的名稱為：.....

6. 上述公司已登記辦事處地址為：.....

— 或 —

上述商號合伙人的姓名及住址為：.....

7. 簽署人的姓名、職位及地址：

獲授權簽署：

日期：二〇.....年.....月.....日

註：(i) 投標者必須填報上述所需的資料。

(ii) 請將不適用者清楚刪去。

第 5 部分

接受投標備忘錄

本人.....
(姓名及職位)

現代表香港特別行政區政府，接納你就附表所列下開服務的合約遞交的投標。現附上構成合約的每份文件的副本，以供識別之用：

日期：二〇.....年.....月.....日

簽署人：.....
.....
.....

見證人：.....
.....
.....

INTERPRETATION

In the documents issued by the Government in connection with this Invitation to Tender (including these Standard Terms and Conditions (Reference No. BD-TERMS-2 (August 2018)) and the Contract that is made pursuant to this Invitation to Tender), 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 Tender Form; |
| “Companies Registry” | means the Companies Registry of the Government; |
| “Contract” | means the agreement made between the Government and the Contractor pursuant to the Invitation to Tender, and reference to the terms thereof shall include: <ul style="list-style-type: none">(a) the terms set out in the Tender Document, completed, modified or expanded as necessary or appropriate to include the terms accepted by the Government and the Contractor; and(b) all other documents attached to the Tender Form as a Schedule or other attachment by whatever name called, completed and stamped with a chop of the Procuring Department; |
| “Contract Deposit” | has the meaning given to it in Clause 11 of the General Conditions of Contract; |
| “Contract Period” | means, subject to early termination or extension provided for in the Contract: <ul style="list-style-type: none">(a) the period specified in the Special Conditions of Contract as the contract period; or(b) if no such period is specified in the Special Conditions of Contract, the period from the date on which the Contract is constituted in accordance with Paragraph 26.1 of the Terms of Tender to the date on which the Contractor has fully discharged all its obligations under the Contract (both dates inclusive); |

- “Contract Price” means the amount calculated in accordance with paragraph (b) under Part A – Contract Price of the Price Schedule, which is payable by the Government to the Contractor under the Contract for the full and proper performance by the Contractor of its obligations under the Contract;
- “Contractor” means the Tenderer whose Tender is accepted by the Government;
- “Estimated Contract Price” means the amount specified at the end of paragraph 1.1 – Price Schedule under the heading “Estimated Contract Price”;
- “Force Majeure Event” means:
- (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 23.6 and 23.7 of the Terms of Tender) 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 23.6 and 23.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof; or
 - (c) any supervening epidemic outbreak in Hong Kong;
- and which, in any case of (a), (b) and (c) above, prevents the performance of the duties and obligations of any party hereunder;

“General Conditions of Contract”	means the General Conditions of Contract set out in Part 2 of these Standard Terms and Conditions (Reference No. BD-TERMS-2 (August 2018));
“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 the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Representative”	means: (a) the Head of the Procuring Department; (b) any officer of the Government specified by the Head of the Procuring Department for the purposes of the Contract; and (c) any other officer authorised by the officer referred to in (b) for the purpose of the Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Inland Revenue Department”	means the Inland Revenue Department of the Government;
“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”	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 Tender”	means this invitation to tender for the provision of the Services to the Government on the terms and conditions set out in the Tender Document;
“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;
“Non-collusive Tendering Certificate”	means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender under Paragraph 12.2 of the Terms of Tender;
“Notes for Tenderers”	means the notes for tenderers (if any) attached to the Tender Form;
“PRC”	means the People’s Republic of China;
“Price Schedule”	means the price schedule attached to the Tender Form containing details of the Contract Price and the payment timetable;
“Procuring Department”	means the bureau or department of the Government specified as such in the Appendix;
“Schedule”	means a schedule attached to the Tender Form;

- “Services” means the services to be provided by the Contractor to the Government as specified in the Service Specifications;
- “Service Specifications” means the specifications referred to in [PART 3A] of, and attached to, the Tender Form;
- “Special Conditions of Contract” means the special conditions of contract attached to the Tender Form;
- “Specified Tender Box” means the tender box specified in the “Lodging of Tender” section of the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
- “Tender” means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
- “Tender Acceptance” has the meaning given to it in Paragraph 26 of the Terms of Tender;
- “Tender Closing Time” means the time on the date specified in the “Lodging of Tender” section of the Tender Form as the latest date and time before which Tenders must be deposited with the Government, and as such date and time as may be extended in accordance with Paragraphs 3.7(b) and (c) of the Terms of Tender;
- “Tender Document” means the documents issued by the Government for the purpose of the Invitation to Tender, and reference to the terms thereof shall include the terms set out in:
- (a) the Tender Form;
 - (b) this Interpretation section;
 - (c) the Notes for Tenderers (if any);
 - (d) the Terms of Tender;
 - (e) the Terms of Tender (Supplement) (if any);
 - (f) the General Conditions of Contract;

- (g) the Special Conditions of Contract (if any);
- (h) the Service Specifications (if any);
- (i) the Price Schedule;
- (j) the Information Schedule
- (k) Statement of Compliance
- (l) Expertise and Experience and Tender's Background Form;
- (m) Relevant Experience and Job Reference;
- (n) the Non-collusive Tendering Certificate; and
- (o) all other documents attached to the Tender Form whether as a Schedule or other attachment by whatever name called;

“Tender Form” means the Tender Form G.F. 231 issued for the Invitation to Tender;

“Tender Submission Date” means the date of the Offer to be Bound;

“Tenderer” means the person whose particulars are set out in the “Offer to be Bound” section of the Tender Form;

“Terms of Tender” means the Terms of Tender set out in Part 1 of these Standard Terms and Conditions (Reference No. BD-TERMS-2 (August 2018)) and the Terms of Tender (Supplement) (if any) attached to the Tender Form;

“Terms of Tender (Supplement)” means the terms of tender (supplement) (if any) attached to the Tender Form;

“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 a Black Rainstorm Warning Signal is in force for any duration between 0900 and 1200 hours in Hong Kong; and

“WTO GPA” means the Agreement on Government Procurement of the World Trade Organization.

1.2 the following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Document or the Contract;
- (d) references to a document shall:
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Document or the Contract;
- (e) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them;
- (f) references to “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (g) references to a “Paragraph” in the Terms of Tender are to a paragraph in the Terms of Tender; references to a Clause, Sub-clause, Section 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 “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (i) any word or expression to which a specific meaning has been attached in any part of the Tender Document shall bear such meaning whenever it appears in the same and other parts of the Tender Document;
- (j) 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 Tender Document or by reference to any other definition;
 - (s) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form; and
 - (t) where a general obligation in the Tender Document or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.
- 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 Tender Document, all quotations and payments shall be made in Hong Kong Dollars.

SUPPLEMENT TO THE INTERPRETATION

1.1 In addition to the terms defined in the Interpretation of the Standard Terms of Conditions, the following terms are applicable to this Invitation to Tender and the Contract:

“Contract Price” means the amount calculated in accordance with Paragraph 1.1 of Schedule 1 (Price Schedule), which is payable by the Government to the Contractor under the Contract for the full and proper performance by the Contractor of its obligations under the Contract;

“Estimated Contract Price” means the amount specified at Paragraph 1.1 of Schedule 1 (Price Schedule) by the Contractor;

“Government Representative” means:

- (a) the Commissioner for Transport;
- (b) any officer of the Government specified by the Commissioner for Transport for the purposes of the Contract; and
- (c) any other officer authorised by the officer referred to in (b) for the purpose of the Contract;

“Inspecting Officer” means the officer designated in the Service Specifications and the Schedules to act as the Inspecting Officer or such other person as may be appointed from time to time by the Government Representative and notified in writing to the Contractor for the purpose of inspecting the services performed in pursuance of, and to carry out the duties of Inspecting Officer of the Contract. The Inspecting Officer so designated may be described either by name or as the holder for the time being of a public officer;

“Tender Document” has the meaning given to it in Paragraph 1 of the Notes for Tenderers.

“Workman” or means the non-skilled worker or workers appointed by
“Workmen” the Contractor to perform the Services.

- 1.2 The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
- 1.3 The definitions of “Contract Price”, “Estimated Contract Price” and “Tender Document” in the Interpretation of the Standard Terms and Conditions (BD-TERMS-2 (August 2018)) shall be deleted.

Notes for Tenderers

1. Tender Documents

This Tender Document, identified as TD 322/2018, comprises the following documents (collectively, the “Tender Document”):

- (a) the Tender Form (G.F. 231 – Parts 1 to 5);
- (b) the Interpretation section;
- (c) the Notes for Tenderers;
- (d) the Terms of Tender;
- (e) the Terms of Tender (Supplement);
- (f) the General Conditions of Contract;
- (g) the Special Conditions of Contract;
- (h) the Service Specifications;
- (i) Schedule 1 – Price Schedule;
- (j) Schedule 2 – Statement of Compliance;
- (k) Schedule 3 – Expertise and Experience and Tenderer’s Background Form;
- (l) Schedule 4 – Relevant Experience and Job Reference;
- (m) Schedule 5 – Non-collusive Tendering Certificate;
- (n) Schedule 6 – Other Information;
- (o) Attachment A (Reply Slip);
- (p) Attachment B (Form of Banker’s Guarantee for the Performance of a Contract); and
- (q) Appendices I to VI

2. Enquiry

- (a) For any enquiries from a prospective Tenderer concerning the tender terms and the Service Specifications or user requirements of this Tender Document up to the date of Tenderer lodging its Tender with the Government, please contact the Departmental Secretariat of the Transport Department in writing:

Departmental Secretariat
Transport Department, 41st Floor,
Immigration Tower, 7 Gloucester Road, Wanchai,
Hong Kong
(Attn: TEx/WKGO)
Facsimile: (852) 2824 0433

- (b) After lodging a tender with the Government, a Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or the Tender Document. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tender thereto shall be in writing or formally documented in writing.

3. Tender Briefing Session and Site Inspections

- (a) A tender briefing session will be held tentatively at **9:30 am on 23 January 2019** at Room 4110B, 41/F, Immigration Tower, 7 Gloucester Road, Wanchai, Hong Kong.
- (b) Site inspections on some current offices of TD will be held tentatively according to the schedule at **Appendix I**.
- (c) Although attendance at the tender briefing session and site inspections is not compulsory, prospective Tenderers are encouraged to participate. A prospective Tenderer who wishes to attend the briefing session and site inspections is requested to complete the reply slip in **Attachment A** and fax it to Departmental Secretariat of the Transport Department (Attn.: TEx/WKGO) on (852) 2824 0433 **at or before 5:00 p.m. on 21 January 2019**. For planning purpose, the number of representatives of each prospective Tenderer is limited to two (2). Late registration may not be accepted.
- (d) Questions for clarification at the tender briefing session and site inspections may be submitted in writing to Departmental Secretariat of the Transport Department (Attn.: TEx/WKGO) on facsimile no. (852) 2824 0433 **on or before 21 January 2019**.
- (e) In case of Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force for any duration at or after 7:00 am on **23 January 2019**, the tender briefing scheduled for that day will be cancelled and the Government will notify prospective Tenderers who have submitted the reply slip the arrangement of the rescheduled tender briefing.
- (f) The schedule of the tender briefing session is subject to change at the sole discretion of the Government.

TRANSPORT DEPARTMENT

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

TENDER FOR

**PROVISION OF SERVICES FOR PHYSICAL MOVE OF
FURNITURE, EQUIPMENT, FILES AND OTHER ITEMS
FROM VARIOUS LOCATIONS TO SOUTH TOWER, WEST
KOWLOON GOVERNMENT OFFICES FOR THE
TRANSPORT DEPARTMENT**

Tender Reference: TD 322/2018

PART 1

TERMS OF TENDER

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Appendix

Annex

TERMS OF TENDER

1. Invitation to Tender

- 1.1 Unless otherwise specified in the Tender Form, Tenders are invited for the provision of all of the Services subject to and in accordance with the Tender Document.
- 1.2 The Standard Terms and Conditions (Reference No. BD-TERMS-2 (August 2018)) comprising the Interpretation section, the Terms of Tender and the General Conditions of Contract may be downloaded from the website at <http://www.gldetb.gov.hk>.
- 1.3 A Tenderer should read the Tender Document carefully prior to submitting a Tender and ensure that it understands all requirements of the Tender Document.
- 1.4 A Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 1.5 A Tenderer should check the numbers of pages of the Tender Document. 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 Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Document (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. The Government does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of the Tenderer 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 Tenderer shall affect any provision of the Tender Document (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Document (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any liability under the Contract as a consequence of any misinterpretation by it of any matter or fact relating to the Tender Document or the Contract.

- 1.8 Information, statistics and forecasts set out in the Tender Document are provided for a Tenderer'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, the estimated requirement of the Services specified in the Price Schedule or Service Specifications (if any) is/are estimate(s) of the Services that may be required by the Government. They are given for a Tenderer'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 Procuring Department and the successful Tenderer must accept any increase or decrease of the stated estimates.
- 1.10 By submitting a Tender, a Tenderer will be regarded to have agreed to all terms and conditions set out in the Tender Document.

2. Supplementary Information/Tender Addenda

All supplementary information or tender addenda to the Invitation to Tender will be provided in writing by the Government and forwarded to all prospective Tenderers who have registered with the Government when obtaining a copy of the Tender Document.

3. Tender Preparation and Submission

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

Tender Submission:

The Tender (including the Tender Form) shall be completed in ink or typescript and submitted in triplicate in accordance with the “Lodging of Tender” section of the Tender Form.

3.4 The Government may not consider a Tender if:

- (a) false, inaccurate or incorrect information is given in the Tender;
- (b) complete information (including descriptive literature, catalogues and any other document required under any provision of the Tender Document) is not given with the Tender; and
- (c) any particulars or data requested for in the Tender Document is not furnished in full in the Tender.

3.5 When completing the Tender Document (including the Offer to be Bound section of the Tender Form), a Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:

- (a) if the Tenderer is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Tenderer; or
 - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer;
- (b) if the Tenderer is a sole proprietorship or a partnership, the latest business registration certificate of the Tenderer; or
- (c) if the Tenderer is formed, established or incorporated outside Hong Kong, a document equivalent to Paragraph 3.5 (a)(i), (a)(ii) or (b) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is formed, established or incorporated.

3.6 Execution and Submission of Tenders

- (a) Part 4 “Offer to be Bound” of the Tender Form shall be duly signed by:
 - (i) if the Tenderer is a sole proprietorship, the Tenderer;
 - (ii) if the Tenderer is a partnership, a partner of the Tenderer; or

- (iii) if the Tenderer is a body corporate, one or more persons who are duly authorised by the Tenderer to sign and submit the Tender for and on behalf of the Tenderer.
- (b) a Tender will not be further considered if Part 4 “Offer to be Bound” of the Tender Form is not completed and signed in the manner described in Paragraph 3.6(a) above or submitted with the Tender before the Tender Closing Time.

3.7 Tender Closing Time

- (a) A Tender must be deposited in the Specified Tender Box before the Tender Closing Time. A Tender deposited in the Specified Tender Box at or after the Tender Closing Time, or a Tender not deposited in the Specified Tender Box, will not be considered.
- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or a Black Rainstorm Warning Signal is in force for any duration between 0900 and 1200 hours on the date and time specified in the “Lodging of Tender” section of the Tender Form, the latest date and time before which Tenders are to be deposited in the Specified Tender Box will be extended to 1200 hours on the following working day.
- (c) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours on the Tender Closing Date, the Government will announce extension of the Tender Closing Time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

- 3.8 All documents to be submitted by a Tenderer shall either be originals or certified true copies of the documents. If a Tenderer fails to comply with this requirement, its Tender may not be further considered.

4. Tenders to Remain Open

- 4.1 A Tender once submitted by a Tenderer will be binding on the Tenderer.

- 4.2 It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for acceptance for the longest of the following periods:
- (a) a period of not less than ninety (90) days after the Tender Closing Time;
 - (b) a period specified in the Terms of Tender (Supplement) for which Tenders are to remain valid and open for acceptance, if any; and
 - (c) a period offered in the Tender for which it is to remain valid and open for acceptance,
- (“Tender Validity Period”).
- 4.3 If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender shall be the longer of the periods in Paragraphs 4.2(a) and (b).
- 4.4 If a Tenderer offers in its Tender a period that is shorter than any of the periods referred to in Paragraphs 4.2(a) and (b), or if it rejects the Tender Validity Period prescribed in Paragraph 4.2, its Tender will not be further considered.

5. Prices

- 5.1 Unless otherwise provided for in the Tender Document, a Tenderer shall quote all the prices requested for in the Tender Document 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 Tenderer shall only be shown in the Price Schedule.
- 5.3 A Tenderer must quote fixed prices. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- 5.4 A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).

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

6. Checklist of Compliance

A Tenderer should ensure that its Tender complies with all the essential requirements stipulated in the Tender Document. The Tenderer should complete the Checklist of Compliance, if any, and submit it with its Tender.

7. Company/Business Organisation Status

7.1 A Tenderer shall provide the following details relating to itself in the Schedules:

- (a) name and address of the company/business organisation;
- (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/partners;
 - (ii) other directors; and
 - (iii) sole proprietor;
- (e) a copy of a valid Business Registration Certificate and copies of other documents evidencing its business status;
- (f) if the Tenderer is a company or body corporate, its Memorandum (if any) and Articles of Association, a copy of the agreement made between its shareholders (if any), Certificate of Incorporation, Certificate of Change of Name (if any), and other corporate documents;

- (g) if the Tenderer, being an incorporated entity, is a company incorporated in Hong Kong or has a principal place of business in Hong Kong, a copy of the latest annual return filed with the Companies Registry;
- (h) place and date of its incorporation or formation;
- (i) company profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise;
- (j) a copy of the relevant document (e.g. board resolutions of the Tenderer if it is a company) showing that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer; 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 Tenderer.

7.2 If a Tenderer 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 Tenderer 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 Tenderer is duly incorporated, formed or established and validly existing under the laws of the place of the Tenderer's incorporation, formation or establishment and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Government on the terms and conditions of the proposed Contract;
- (b) the Tenderer has the full power, authority and legal capacity to:
 - (i) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Document; 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 26.1, constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation, formation or establishment and is enforceable against the Tenderer in accordance with its terms;
- (d) the execution, delivery and performance of its Tender and the proposed mode of execution, delivery and performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, formation or establishment, or the Memorandum and Articles of Association or similar constitutional documents of the Tenderer;
- (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Document and the Contract;
- (f) the Tenderer's Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation, 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 Tenderer's incorporation, formation or establishment affecting the Tenderer's obligations under the Tender Document and the Contract;
- (h) the choice of the laws of Hong Kong to govern the Tender Document and the Contract is a valid choice of laws and would be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer; and
- (i) it is not necessary under the laws of the place of incorporation, formation or establishment of the Tenderer 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 Tender Document and the Contract.

7.3 The Government may require a Tenderer 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 Tenderer and

acceptable to the Government on any other matters arising from its Tender.

- 7.4 If a Tenderer proposes to engage any sub-contractor to perform the Contract, subject to the other provisions in the Tender Document relating to such engagement, the Tenderer shall submit with its Tender, information and documents relating to each of such proposed sub-contractor on the matters referred to in Paragraph 7.1, and if the proposed sub-contractor is incorporated outside Hong Kong, the legal opinion referred to in Paragraphs 7.2 and 7.3 above.

8. Cancellation of Tender

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

9. Counter-Proposals

- 9.1 A Tenderer must not submit any proposal that has the effect of varying or modifying any essential requirements specified in the Tender Document.
- 9.2 If a Tenderer fails to comply with Paragraph 9.1, its Tender will be disqualified and will not be further considered by the Government.
- 9.3 Subject to Paragraph 9.1, if a Tenderer still wishes to submit a counter-proposal ("Counter-Proposal"), the Counter-Proposal must be submitted in the following manner:
- (a) the Counter-Proposal shall be attached to the Offer to be Bound;
 - (b) the original provision which the Counter-Proposal relates to should be fully recited before the proposed alteration or deletion;
 - (c) the proposed alteration to the original provision should be underlined and should bear the corresponding clause number of the original provision unless it is an addition;
 - (d) if it is an addition, the additional provision should be underlined;
 - (e) words to be deleted should be crossed out by a single line only;
- and

- (f) an explanation should be given below the alteration or deletion and put in square brackets “[]”.
- 9.4 Any Counter-Proposal that is not submitted in accordance with Paragraph 9.3 will not be considered by the Government and will not be regarded to form part of the Tender submitted by a Tenderer. In such event, the Tenderer shall be deemed to have agreed to the original term to which the Counter-Proposal relates and the Government will continue to consider the Tenderer’s Tender on this basis.
- 9.5 Notwithstanding and without prejudice to the aforesaid, the Government may negotiate with the Tenderer any Counter-Proposal but is not obliged to do so. The Government may at its absolute discretion reject any Counter-Proposal. If negotiation is conducted but fails, the Government may reject or exclude the Counter-Proposal and assess the Tender as it is without the Counter-Proposal.

10. Authenticity of Documents Submitted

All documents submitted by a Tenderer to the Government in relation to its Tender shall be original documents or certified true copies of the original documents. If a Tenderer 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 further consider the Tender.

11. Personal Data Provided

- 11.1 All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender).
- 11.2 By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Paragraph 11.1.
- 11.3 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 Tender.

- 11.4 Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Procuring Department.

12. Warranty against Collusion

- 12.1 The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to in Paragraph 12.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- 12.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in one of the Schedules titled as such) as part of its Tender.
- 12.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Paragraph 12.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 12.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (a) reject the Tenderer's Tender;
 - (b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
 - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 14.1 of the General Conditions of Contract.
- 12.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in

Paragraph 12.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 12.2 above.

- 12.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Paragraph 12.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 12.2 above may prejudice its future standing as a Government contractor or service provider.
- 12.6 The rights of the Government under Paragraphs 12.3 to 12.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

13. Warning against Bribery

- 13.1 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 Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 13.2 The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer 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.

14. Environmental Protection

- 14.1 Tenderers are requested to minimise the impact of their activities on the environment.
- 14.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:
- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;

- (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
- (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

15. Tenderer's Commitment

- 15.1 All Tenders, information and responses from a Tenderer must be submitted in writing. Each of them is the representation of the Tenderer and will, if accepted by the Government, be incorporated into and made part of the Contract in such manner as the Government considers appropriate.
- 15.2 The Government reserves the right not to consider a Tender that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Paragraph 15.1 above.

16. New Information

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

17. Contractors' Performance Monitoring

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

18. Cost of Tender

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

19. Request for Information

19.1 In the event that the Government determines that:

- (a) clarification in relation to any Tender is necessary; or
- (b) a document or a piece of information, other than the document or information set out in Paragraph 19.2, is missing from any Tender,

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

19.2 The document and information not covered by Paragraph 19.1 are:

- (a) price information or quotes required in the Tender Document;
- (b) a signed Offer to be Bound; and
- (c) any other document or information in respect of which it is specified in the Tender Document that a failure to provide to the Government in a Tender at the time of submission of the Tender or by the Tender Closing Time will result in the Tender not being considered.

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

20. Tenderer's Enquiries

- 20.1 Any enquiries from the Tenderer concerning the Tender Document up to the date of lodging its Tender with the Government shall be in writing and shall be submitted to the Government specified in the Notes for Tenderers.
- 20.2 After lodging a Tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or the Tender Document. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- 20.3 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 Tenderer 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 Tenderer or prospective Tenderer to rely on such statement. No such statement shall form part of the Tender Document or alter, negate or constitute a waiver of any provision of the Tender Document.

21. Communication with the Government

- 21.1 All communications given or made by the Government or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other party in the manner provided in Clause 28 of the General Conditions of Contract, save that the Government may, by prior notice to a Tenderer, require the Tenderer to send or deliver a written communication by post or facsimile only. A Tenderer shall complete the Appendix and should note that the Government will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.
- 21.2 All communications in relation to the Invitation to Tender shall be conducted directly between the Government and the Tenderer irrespective of the number of sub-contractors involved.

22. Negotiations

- 22.1 The Government reserves the right to negotiate with any Tenderer the terms of the Tenderer's Tender and conditions of the Contract.
- 22.2 Negotiations will normally be conducted only with the Tenderer whose Tender complies with all the essential requirements and is in the sole opinion of the Government the most advantageous to the Government. Where there is no Tender (despite having complied with all the essential requirements) is so considered by the Government or where the most advantageous Tender cannot be determined until after any Counter-Proposals have been resolved or withdrawn, the Government reserves the right to hold negotiations also with the other Tenderers.

23. Government Discretion

- 23.1 Notwithstanding anything to the contrary in this Tender Document, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:
- (a) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Tender Closing Time or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer;
 - (b) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
 - (c) in the event of a claim alleging or the Government having grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringe or will infringe any Intellectual Property Rights of any person;
 - (d) the Tenderer has made significant or persistent breaches or deficiencies in performance of any substantive requirement or obligation under any Government or other contracts;
 - (e) the Tenderer has been convicted by the final judgement in respect of serious crimes or other serious offences;

- (f) in the event of the professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer;
- (g) any failure of the Tenderer to pay taxes to the Government; or
- (h) the Tenderer has made any restrictions or limitations which seek to limit or avoid the responsibility of the Tenderer in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Tenderer/Contractor under the Contract in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of the Tender.

The grounds specified in Paragraphs 23.1(a) to 23.1(h) are separate and independent, and shall not be limited by reference to or inference from the other of them.

23.2 For the purposes of Paragraph 23.1, each Tenderer shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification, including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Paragraph 23.1(a);
- (b) details of conviction of the Tenderer in Hong Kong or any overseas jurisdictions in respect of (i) serious offences; and (ii) other offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Time and thereafter up to the time of award;
- (c) details of all infringement claims as mentioned in Paragraph 23.1(c); and
- (d) details of all breaches or performance deficiencies of the Tenderer or a related person as mentioned in Paragraph 23.1(d).

If none of the events as mentioned in Paragraphs 23.2(a) to 23.2(d) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by

completing the relevant part of the Information Schedule at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification pursuant to Paragraph 23.3 below.

23.3 In addition to the information mentioned in Paragraph 23.2, the Government reserves the right to request from a Tenderer and take into account all information about:

- (a) the Tenderer itself;
- (b) any of the directors or management staff of the Tenderer who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer; and
- (c) any of the related persons of the Tenderer and of any directors and management staff of the related persons who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer,

and such information is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Paragraph 23.1.

Such information relating to any of the aforesaid persons may include, without limitation, details of any conviction in respect of offences referred to in Paragraph 23.2(b) or details of any breaches or performance deficiencies referred to in Paragraph 23.1(d), details of any serious crimes or serious offences referred to in Paragraph 23.1(e), of any professional misconduct, acts or omissions referred to in Paragraph 23.1(f) and of any failure to pay taxes to the Government referred to in Paragraph 23.1(g) above.

23.4 If the Tenderer fails to comply with the request made by the Government pursuant to Paragraph 23.3 above within such time as required by the Government or has otherwise submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to Paragraph 23.1(b) above.

23.5 In providing the information required under Paragraphs 23.2 and 23.3 above, the Tenderer may show cause to satisfy the Government that the petition, proceedings, conviction record, infringement claim, breach or performance deficiency, or professional misconduct, as the case may be, does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.

23.6 If the Tenderer is a company, the expression “related person” of the Tenderer includes any one of the following:

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

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

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

- (a) any partner of the Tenderer (if it is a partnership);
- (b) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent;
- (c) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

23.8 References to related persons, directors and management staff of the Tenderer or of a related person include persons who were in such capacity at such time of the incident referred to in Paragraphs 23.1(d), 23.1(e), 23.1(f), 23.1(g) or Paragraph 23.2(b).

24. Financial Vetting

24.1 If the Estimated Contract Price of a Tender exceeds HK\$15 million, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. For this purpose, the Tenderer is required to submit the following documents for financial vetting:

- (a) Originals (or copies certified by its auditors) of the audited accounts of the Tenderer, and the audited consolidated accounts of the group if the Tenderer is a subsidiary of another company for the three (3) financial years prior to the Tender Submission Date. The audited accounts must comply with the following requirements:
 - (i) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
 - (ii) The latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Submission Date.
 - (iii) The audited accounts must contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts.
 - (iv) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by its local law.
 - (v) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
 - (vi) If the Tenderer is a joint venture or partnership, audited accounts for each member of the joint venture or partnership must be submitted if the members are incorporated bodies.

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

- (b) Management accounts with a period ending not more than three (3) months before the Tender Submission Date if this has not been covered by the latest audited accounts. The accounts shall be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the sole proprietor, partners or directors of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government;
- (c) Projected statement of profit or loss and other comprehensive income and statements of cash flows of the Contract for each contract year and the pre-operating period (if applicable) and, if possible, those of the company during the Contract Period, setting out the revenue, details of operating expenses, capital expenditure including the initial investments and the sources of finance, and other particulars showing how the Tenderer will deal with the Contract. The projected accounts and statements must comply with the following requirements:
 - (i) They should be certified by the company's chief executive. For a joint venture or partnership, separate certification from each member of the joint venture or partnership is required.
 - (ii) The assumptions used in preparing the projections should be reasonable and must be clearly stated. All the supporting schedules and detailed calculations should also be provided.
 - (iii) The assumptions by the Government included in the Tender Document must be reflected in the Tenderer's projections.
- (d) Original letters from bankers, where applicable, confirming lines of credit facilities available to the Tenderer and the current undrawn/unutilised balances of such credit facilities on or after a specified date (shortly before the Tender Submission Date or a date fixed by the Government) and stipulating the expiry date of the facilities;

- (e) Copies (certified by the sole proprietor, partners, directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
 - (f) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.
- 24.2 Tenderers shall upon the request in writing by the Government provide the documents mentioned in Paragraph 24.1 and any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by the Government.
- 24.3 If the successful Tenderer has passed the financial assessment, it shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong Dollars in an amount equivalent to two percent (2%) of the Estimated Contract Price in accordance with Paragraph 27.3 below.
- 24.4 If the successful Tenderer fails in the financial assessment, or it is a newly established company, or it is unable to submit adequate information for conducting a meaningful financial assessment, the Tenderer shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong Dollars in an amount equivalent to five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, of the Estimated Contract Price in accordance with Paragraph 27.3 below.

25. Award of Contract

- 25.1 Subject to the other provisions of the Tender Document, the Government will normally award the Contract to the Tenderer which the Government has determined to be capable of fulfilling the terms of the Contract and whose Tender:
- (a) conforms with all the essential requirements stipulated in the Tender Document and has the lowest tender price among all the Tenders where the Invitation to Tender is not subject to a marking scheme on the technical and price aspects; or
 - (b) conforms with all the essential requirements stipulated in the Tender Document and has the highest combined technical and price score where the Invitation to Tender is subject to a marking scheme on the technical and price aspects.

- 25.2 Each Tenderer acknowledges that the Government may elect at its sole option to accept all or any part of the Tenderer's Tender.
- 25.3 The Government is not bound to accept the Tender with the lowest price offer or the Tender with the highest combined technical and price score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

26. Acceptance

- 26.1 A Tender shall not be regarded to have been accepted by the Government unless the Government issues to the successful Tenderer an acceptance in writing ("Tender Acceptance") and send it by either post or facsimile transmission to the successful Tenderer's address or facsimile number (as the case may be) specified in the Appendix. A binding Contract between the Government and the successful Tenderer is only constituted:
- (a) if the Tender Acceptance is sent by post, at the time of posting; or
 - (b) if the Tender Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Government's facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.
- 26.2 A duplicate hard copy of the Contract, including the "Memorandum of Acceptance" duly completed by the Government, will subsequently be delivered to the successful Tenderer evidencing the earlier acceptance by post or facsimile transmission, as the case may be.
- 26.3 Tenderers who do not receive any notification within the Tender Validity Period should assume that their Tenders have not been accepted.

27. Contract Deposit

- 27.1 Based on the rate/unit price quoted by a Tenderer in paragraph 1.1 of the Price Schedule, an Estimated Contract Price that may be payable by the Government under the Contract during the Contract Period pursuant to the Tenderer's Tender will be determined by the Government.
- 27.2 If the Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$1.4 million but is less than or equals to HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall

deposit with the Government via the Head of the Procuring Department, within twenty-one (21) days from the date of the Tender Acceptance, an amount equivalent to two percent (2%) of the Estimated Contract Price (“Contract Deposit”).

27.3 If the Estimated Contract Price payable by the Government to the successful Tenderer exceeds HK\$15 million, as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with the Government via the Head of the Procuring Department, within twenty-one (21) days from the date of the Tender Acceptance, an amount equivalent to:

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

as the case may be of the Estimated Contract Price.

27.4 The successful Tenderer shall pay the Contract Deposit either in cash or in the form of a banker’s guarantee. Each Tenderer should state clearly in Part I of the Annex the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.

27.5 If the successful Tenderer elects to pay the Contract Deposit by way of a banker’s guarantee, the banker’s guarantee must comply with the following:

- (a) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;
- (b) unless otherwise agreed by the Government, it must be on the terms set out at Part II of the Annex; and
- (c) the banker’s guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Tender Acceptance as the date on which the banker’s guarantee is to take effect. In the event that another date is so specified, the banker’s guarantee shall take effect no later than such date.

- 27.6 The Contract Deposit, whether paid by way of cash or banker's guarantee shall be returned to the Contractor or released in accordance with the Contract.

28. Complaints about Tendering Process or Contract Award

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

- 28.2 A Review Body on Bid Challenges under the WTO GPA has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA. The relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department. They may also be sent to the interested parties upon request to the Secretariat of the Review Body. Where the Invitation to Tender is subject to WTO GPA, and that a Tenderer believes that a breach of the WTO GPA has occurred, the Tenderer may, within ten (10) working days after it knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless the Tenderer is encouraged to seek resolution of its complaint in consultation with the Procuring Department before lodging a complaint to the Review Body. In such instances, the Procuring Department shall accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body. The Review Body may receive and consider a late challenge but a challenge will not be considered if it is filed later than thirty (30) working days after the basis of the challenge is known or reasonably should have been known to the Tenderer.

29. Documents of Unsuccessful Tenderers

- 29.1 The Government may destroy all documents submitted by unsuccessful Tenderers three (3) months after the Contract has been constituted under Paragraph 26.1.

29.2 Where the Invitation to Tender is subject to WTO GPA, the Government may destroy all documents submitted by unsuccessful Tenderers three (3) years after the Contract has been constituted under Paragraph 26.1.

30. Consent to Disclosure

30.1 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 Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer, particulars of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer and the Estimated Contract Price.

30.2 Nothing in Paragraph 30.1 shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Paragraph 30.1) if the disclosure is made under any one of the following circumstances:

- (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;
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, a request made by the Review Body mentioned in Paragraph 28, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or
- (e) without prejudice to the power of the Government under Paragraph 30.1, to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

APPENDIX

Contact details of:

(1) the Government Representative:

Procuring Department:

Address:

Attn:

Facsimile Number:

Email Address:

(2) the Tenderer:

Address:

Attn:

Facsimile Number:

Email Address:

(3) Process Agent (for a Tenderer incorporated, formed or established outside Hong Kong):

Address:

Attn:

Facsimile Number:

Email Address:

Part I

Method of providing the Contract Deposit

If the Contract is awarded to us, we shall pay the Government the Contract Deposit *in cash/by way of a banker's guarantee in accordance with Paragraph 27 of the Terms of Tender.

* Delete as appropriate.

Part II

**Form of
Banker's Guarantee**

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

In favour of

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

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the [day] of [month year]
made between «SERVICE PROVIDER_NAME» of «SERVICE PROVIDER_ADDRESS»
(hereinafter called the "Contractor") of the one part and the Government of the other part
(designated as «Name of the Procuring Department» Contract No.
«CONTRACT_NUMBER»), the Contractor agreed and undertook to provide
_____ upon the terms and conditions of the
Contract.

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

Now this Guarantee executed as a deed witnesses as follows:

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

(2) In consideration of the Government's acceptance of the bank named herein as the
Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.
 - (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
 - (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.
- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution or where "the Contractor" is a company, any change its member or shareholder or its officers or its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

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

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

(7) This Guarantee shall have immediate effect on the same date as the Contract and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or

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

whichever is the applicable.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Government, at the <<Name of Procuring Department>> of <<Address of the Procuring Department>> marked for the attention of _____, facsimile number _____;

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

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

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

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

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

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

Name of witness:
 Title of witness:
 Signature of witness:

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

Name of witness:
 Title of witness:
 Signature of witness:

* Please delete as appropriate

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

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

TERMS OF TENDER (SUPPLEMENT)

1 Tender Preparation and Submission

- 1.1 Pursuant to paragraph 3.3 of the Terms of Tender, a Tenderer shall submit a Tender **in triplicate** and is to be completed in ink or typescript. Tenders not so submitted may not be considered.
- 1.2 Pursuant to paragraphs 3.3 and 12.2 of the Terms of Tender and paragraph 1.1 of the Terms of Tender (Supplement) above, a Tenderer shall complete:
 - (a) Schedule 1 - Price Schedule;
 - (b) Schedule 2 - Statement of Compliance;
 - (c) Schedule 3 - Expertise and Experience and Tenderer's Background Form;
 - (d) Schedule 4 - Relevant Experience and Job Reference;
 - (e) Schedule 5 – Non-Collusive Tendering Certificate duly signed by the Tenderer;
 - (f) Schedule 6 – Other Information; and
 - (g) Part 4 “Offer to be Bound” of the Tender Form (G.F. 231) duly signed by the Tenderer.

A Tenderer shall refer to paragraph 18 below for further details concerning the required composition of a Tender.

2 Charges

- 2.1 The charges to be quoted by Tenderers must only be shown on the Schedule 1 and are to be shown in Hong Kong dollars. Such charges shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Tenderer.
- 2.2 If, at the request of the Tenderer, assistance of any Government staff is provided after normal working hours (i.e. Mondays to Fridays, inclusive, 9:00 a.m. to 6:00 p.m.; Sundays and general holidays excluded) the Contractor will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.
- 2.3 The charges quoted by the Tenderers shall remain valid for the duration of the Contract. No request for price variation will be considered.
- 2.4 Tenderers should make certain the prices quoted are accurate before submitting their tenders. Under no circumstances will the Government accept any request for price adjustment on grounds that a mistake has been made in the Tender prices.

3 Mandatory Requirements

3.1 A Tenderer and its offer will be checked for its compliance with the following mandatory requirements. Any Tenderer or its offer which fail to meet any of the mandatory requirements will not be considered further.

(a) Conviction Records

If the Tenderer has obtained any conviction on or after 12 Feb 2014 up to the Tender Closing Date on 11 Feb 2019 under the following Ordinances:

- (i) the Employment Ordinance (Cap. 57) or the Employees' Compensation Ordinance (Cap. 282), convictions of which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221);
- (ii) section 17I(1) of the Immigration Ordinance (Cap. 115);
- (iii) section 89 of the Criminal Procedure Ordinance (Cap. 221) or section 41 of the Immigration Ordinance (Cap. 115);
- (iv) section 38A(4) of the Immigration Ordinance (Cap. 115); and
- (v) section 7, 7A or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap.485).

its tender offers shall not be considered for a period of five (5) years from the date of conviction (hereinafter referred to as "debarment period") and this applies to the present tender. A revised debarment period will only be applicable for the purpose of evaluation for this tender if it is determined by the Central Tender Board under the established review mechanism on or before the Tender Closing Date. For the purpose of this Tender evaluation, the revised debarment period will become invalid from the date on which the Tenderer has obtained a new conviction under any of the provisions of the Ordinances as mentioned above subsequent to the Central Tender Board's decision to reduce or revise its debarment period for a previous conviction and the tender offer submitted by the Tenderer shall not be considered for a period of five years from the date of its latest conviction. For details of the review mechanism, please visit the homepage of the Treasury Branch of the Financial Services and the Treasury Bureau at the following website:

<http://www.fstb.gov.hk/tb/en/government-procurement-policy-procedures.htm>

For the purpose of this clause, if the Tenderer is a partnership or an unincorporated joint venture or incorporated joint venture, conviction obtained by any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture will also be counted. The Tenderer shall submit with the Tender a statement of either "all convictions" or "no conviction" in respect of the relevant offences under the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221), and Mandatory Provident Fund Schemes Ordinance (Cap. 485) during the five-year period immediately preceding the Tender Closing Date for the performance of a Government service contract or private business contract. by completing Section 2.4 of Schedule 2 – Schedule of Compliance. A statement

shall be submitted in respect of the Tenderer, each participant of the partnership or unincorporated joint venture, or each shareholder of incorporated joint venture as applicable. For avoidance of doubt, for the purpose of this section participant or shareholder means the company participating in the partnership or unincorporated joint venture or the company holding the share of the incorporated joint venture. The statement shall be certified by an authorised person of the Tenderer who is duly authorised by the Tenderer to execute contracts with the Government. Tenderers' convictions of the relevant offences under appeal or review will still be counted for the purpose of tender evaluation. If a Tenderer is found to have made a false declaration or untruthful revelation of, including but not limited to, its record of convictions of offences under the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Immigration Ordinance (Cap. 115), Criminal Procedure Ordinance (Cap. 221) and Mandatory Provident Fund Schemes Ordinance (Cap. 485), the Government may, without prejudice to any other rights which it has or may have, refuse to further consider its tender or terminate forthwith the Contract.

(b) Demerit Points

- (i) Tenderer is required to comply with contractual obligations in respect of wages, daily maximum working hours, signing of standard employment contracts with and wage payment by means of autopay to its relevant employees. If the Tenderer concerned has, over a rolling period of 36 months immediately preceding the month of the Tender Closing Date, accumulated three demerit points from one or more departments, its offer shall not be considered for a period of five years from the date the third demerit point is obtained.
- (ii) The Government will not award the Contract to any Tenderer who has obtained any conviction under the relevant Ordinances or accumulated up to three demerit points between the Tender Closing Date and the date of the letter of acceptance.

(c) Monthly Wage of Workmen

- (i) The proposed monthly wage for each Workman to be deployed by the Contractor to perform the Services must not be less than HK\$8,556, which is calculated on the basis of the revised statutory minimum wage at HK\$34.5 per hour (being effective from 1 May 2015), eight (8) working hours per day and for 31 days (i.e. 27 working days plus four (4) paid rest days). If the number of working days or the number of working hours applicable to any of the Workmen is different from the aforesaid, a Contractor must offer the Workmen an equivalent monthly wage on a pro-rata basis with an average hourly rate not less than the statutory minimum rate. Moreover, the monthly wage payable by the Contractor to Workman shall not less than the (A) the monthly wage committed by it in the tender; or (B) any adjusted wage level brought about by future revisions of the statutory minimum wage, whichever is higher.

- (ii) If the proposed monthly wage offered by the Tenderer for each Workman as deployed for the Services is less than the mandatory wage, such wage will be deemed to be not less than the mandatory wage for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm their abidance by the mandatory wage upon request by the Government Representative at any time before the tender exercise is completed. If the Tenderer offers a higher amount than the mandatory wage in subsequent clarification in writing, the tender will only be assessed on the basis that the monthly wage offered by the Tenderer is same as the mandatory wage. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

Note: During the Contract Period, the monthly wage payable to each non-skilled worker shall not be less than (i) the monthly wage committed by the Tenderer; or (ii) any adjusted wage level brought about by future revisions of the Statutory Minimum Wage, whichever is the higher.

(d) Expertise and Experience

A Tenderer is required to provide the supporting evidence in Schedule 3 as appropriate, including but not limited to:

- (i) the project manager have at least two (2) years' project management experience in project of similar nature and scale prior to the Tender Closing Date. In the case of previous contracts with an overlapping period, the period of relevant experience in each contract can be taken into account separately in calculating the two (2) years of project management experience;
- (ii) the on-site supervisor has experience and expertise in carrying out the services at least one (1) project of similar nature and scale prior to the Tender Closing Date;
- (iii) a Tenderer who fails to submit the supporting evidence as stipulated in sub-clauses (i) to (ii) above within the time stipulated at the Government's written request, its tender may not be considered further; and
- (iv) if a Tenderer's offer fails to meet the requirement in sub-clauses (i) or (ii), its Tender will not be considered further.

(e) Relevant Experience and Job Reference

A Tenderer is required to provide the supporting evidence in Schedule 4 as appropriate, including but not limited to:

- (i) claim on experiences in the job categories relevant to relocation services as stipulated in Paragraphs 10.1 of Service Specifications;
- (ii) no less than four (4) completed contracts for the relocation service related to the experience mentioned in Paragraphs 10.3 of Service Specifications within the past ten (10) years prior to the Tender Closing Date.

(f) Submission of Schedules 1 to 6

If the Tenderer does not submit as part of its Tender the Schedule 1 (Price Schedule), Schedule 2 (Statement of Compliance), Schedule 3 (Expertise and Experience and Tenderer's Background Form), Schedule 4 (Relevant Experience and Job Reference), Schedule 5 (Non-collusive Tendering Certificate), Schedule 6 (Other Information) or any information required to be completed therein which the Government Representative considers material is missing, its tender offer may not be considered further.

4 Statement of Compliance

- 4.1 A Tenderer shall confirm in Schedule 2 that the Services offered are in compliance with all the terms, conditions, Specifications and Schedules stipulated in this Tender Document. Without prejudice to other provisions of the Tender Document, **if a Tenderer expressly indicates non-compliance with any of the mandatory features / requirements in the Specifications, its tender will not be considered further.**
- 4.2 For the avoidance of doubt, the Government reserves the right to seek clarification from a Tenderer to determine if the Services offered comply with the Specifications.

5 Basis of Acceptance

- 5.1 Tenderers should note that their tenders will be considered on itemized basis. Price evaluation will be based on total one-off cost (including hardware, software and service cost). Partial or incomplete tender will not be considered. The right to accept all or part of any Tender is reserved by the Commissioner for Transport. Should the price of any item be dependent on the acceptance of other items, it shall be clearly stated in the Schedule 1.

6 Tender Evaluation

- 6.1 Without prejudice to other rights and powers of the Government not to consider a tender under other applicable provisions in the Tender Document, the evaluation of tender will be conducted as follows:
- (a) Completeness Check

A completeness check will be conducted by checking whether the tender has been submitted in accordance with the requirements of the Tender Document. If a Tenderer fails to submit any information/documents stipulated the Tender Closing Date and time or upon the Government's written request, its tender will not be considered further.

(b) Assessment of Compliance with Mandatory Requirements

A Tender will be checked for its compliance with the mandatory requirements as detailed in the Specifications and the Tender Document. **Any Tender which fails to fully meet any of these mandatory requirements will not be considered further.**

(c) Price Assessment

The Estimated Contract Prices will be assessed on the basis of the prices consolidated in Part 1.1 of Schedule 1. Contract will be awarded to the offer which is considered to be most advantageous offer to the Government.

For price comparison purposes, any prompt payment discount offered by a Services Provider in Part 1.2 of Schedule 1 will not be taken into consideration in the tender price assessment.

7 Acceptance

7.1 The successful Tenderer will receive as an indication of acceptance a fax or a letter of acceptance. This fax or letter of acceptance shall constitute a binding Contract. Tenderers who do not receive any notification within the validity period of their Tenders shall assume that their Tenders have not been accepted.

8 Alternative Proposals

8.1 Alternative proposals which improve the value of the tender may be submitted. The Government reserves the right to negotiate with any Tenderer about the terms of its Tender.

9 Consideration of Offers

9.1 The Government is not bound to consider a Tender in the event of a claim being received by the Government alleging or the Government having grounds to believe that the Goods/Services proposed to be supplied by the Tenderer under that Tender are infringing copyrights or have otherwise infringed the intellectual property rights in the goods/services or product/service of a third party.

10 Saving

10.1 The Government Representative is not bound to accept the lowest or any Tender and reserves the right to accept all or any part of any Tender at any time within the period mentioned in Clause 4 of Part 1 - Terms of Tender.

11 Documents of Unsuccessful Tenderers

11.1 Documents of unsuccessful Tenderers may be destroyed not less than three months after the date the Contract has been awarded and the agreement signed.

12 New Information Relevant to Qualified Status

12.1 Tenderers should inform the Government in writing immediately of any factor which might affect their qualified status as an enlisted Tenderer with the Government, or as a qualified Tenderer for a particular service. The Government reserves the right to review their qualified status in the light of any new information relevant to their qualification.

13 Latest Audited/Unaudited Accounts

13.1 The Tenderers shall upon request by the Government Representative whilst their Tenders remain open submit the latest audited accounts or unaudited accounts as appropriate for checking within 14 days from the date of such request. Late submission will not be considered.

14 Offers to be Binding

14.1 All parts of the Tender submitted and offered by the Tenderer shall be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its Tender. In the event that a Tenderer discovers an error in its quotation after the Tender has been deposited, the Tenderer may correct the same in separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.

14.2 Should it be found on examination by the Government after the Tender Closing Date that a Tenderer has made errors in the figures stated in its Tender, the Tenderer may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.

14.3 The Government may require a Tenderer to clarify any aspect of its Tender by way of provision of additional information or documentary proof. A Tender may not be considered further if the Tenderer fails to comply with the Government's request for clarification.

15 Authenticity of Documents submitted

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

16 Miscellaneous

16.1 The Government may issue addendum to the terms and conditions set out in the Tender Document. Tenderers may be asked to confirm compliance with the terms and conditions issued under the Tender Document or those issued under any addendum thereto.

17 Contract Deposit

- 17.1 The successful Tenderer shall pay the Contract Deposit either in cash or in the form of a banker's guarantee. A Tenderer should state clearly in Schedule 6 (Other Information) the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to the Government in cash.
- 17.2 Pursuant to Paragraph 27 of the Terms of Tender, if the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, unless otherwise agreed by the Government, the banker's guarantee must be on the terms set out in Attachment B (Form of Banker's Guarantee).

18 Information / Items to be submitted

- 18.1 A Tenderer shall submit the following information, in relation to this Service Contract for which it intends to bid, in its Tender before the Tender Closing Time:
- (a) Schedule 1 - Price Schedule as required in Paragraph 1.2(a) above;
 - (b) Schedule 2 - Statement of Compliance as required in Paragraph 1.2(b) above;
 - (c) Schedule 3 - Expertise and Experience and Tenderer's Background Form as required in Paragraph 1.2(c) above;
 - (d) Schedule 4 - Relevant Experience and Job Reference as required in Paragraph 1.2(d) above;
 - (e) Schedule 5 – Non-Collusive Tendering Certificate duly signed by the Tenderer as required in Paragraph 1.2(e) above; and
 - (f) Part 4 “Offer to be Bound” of the Tender Form (G.F. 231) duly signed by the Tenderer.

Failing this, the Tenderer's Tender shall **not** be considered further.

- 18.2 In addition to paragraph 18.1 above, a Tender is required to provide, in relation to the Services for which the Tenderer intends to bid, all other information / items requested in the Tender Document or relevant to its Tender, including but not limited to the following:
- (a) The Contact Details and Method of providing the Contract Deposit as required in Schedule 6 (Other Information);
 - (b) Documentary proof to substantiate that the expertise, experience and job reference as required in Paragraph 3 above;
 - (c) A copy of valid Business Registration Certificates or other valid business document issued by a competent authority; and

- (d) A copy of Certificate of Incorporation or the Certificate of Change of Name (if any) or equivalent document or its trading name as shown in the Business Registration Certificate or other valid business documents issued by a competent authority.

A Tenderer should provide all the above information / items at the same time when it submits its Tender. **If any of the above information / items are missing in a Tender or are not provided upon any request which may be made pursuant to Paragraph 19 (Request for Information) of the Terms of Tender, the Tender for the relevant items shall not be considered further.**

- 18.3 Nothing in this paragraph shall limit the Government's absolute right to determine or to request any other information / items in connection with or arising out of this Invitation of Tender.

19 Deletion

- 19.1 For the purpose of this Invitation of Tender, Paragraphs 27.4 and 27.5(b) (Contract Deposit) of the Terms of Tender are deleted.

TRANSPORT DEPARTMENT

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

TENDER FOR

**PROVISION OF SERVICES FOR PHYSICAL MOVE OF
FURNITURE, EQUIPMENT, FILES AND OTHER ITEMS FROM
VARIOUS LOCATIONS TO SOUTH TOWER, WEST
KOWLOON GOVERNMENT OFFICES FOR THE
TRANSPORT DEPARTMENT**

Tender Reference: TD 322/2018

PART 2

GENERAL CONDITIONS OF CONTRACT

PART 2 – GENERAL CONDITIONS OF CONTRACT

1. Total Services and Variation
2. Contractor's Acknowledgement, Obligations and Contract Performance
3. Warranties and Representations
4. Costs and Expenses
5. Order and Provision of Services
6. Inspection
7. Non-exclusive Contract
8. Government Property
9. Government Premises/Contractor's Premises
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33. Recovery of Sums Due
34. Assistance in Legal Proceedings
35. Contracts (Rights of Third Parties) Ordinance
36. Order of Precedence

1. Total Services and Variation

- 1.1 The Services to be performed under the Contract shall be as laid down in the Service Specifications, Special Conditions of Contract and Schedule (if any) and shall be carried out, as and when required, 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.
- 1.2 The Contractor shall not extend the Services beyond the requirements specified in the Service Specifications, Special Conditions of Contract and Schedule (if any) 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 Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Service Specifications, Special Conditions of Contract and Schedule (if any).
- 1.3 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 Price Schedule so far as the same may be applicable and where rates are not contained in the Price Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

2. Contractor's Acknowledgement, Obligations and Contract Performance

- 2.1 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 the Service Specifications 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 the Service Specifications or any other provisions of the Contract.
- 2.2 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.

- 2.3 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.
- 2.4 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.
- 2.5 The Contractor shall secure, obtain and maintain throughout the Contract Period all and any governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licences.
- 2.6 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.
- 2.7 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.

- 2.8 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.
- 2.9 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.

3. Warranties and Representations

- 3.1 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;
 - (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 the Service Specifications 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 Tender and the Contract are true, accurate and complete;
 - (i) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
 - (j) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
 - (k) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up 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; and
 - (m) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.
- 3.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 3.1 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 Contract Period, it shall be true on each day of the Contract Period as if it is repeated on each such day.
- 3.3 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.

- 3.4 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.

4. 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.

5. Order and Provision of Services

5.1 Whenever required by the Government by a written order signed by the Government Representative (“Order”) specifying:

- (a) the Services to be provided to the Government;
- (b) the date and time for provision of the Services referred to in (a); and
- (c) the conditions, if any, applicable to the provision of the Services referred to in (a),

the Contractor shall provide to the Government the Services so specified in the Order in accordance with the Order and the provisions of the Contract.

5.2 If no date and time for provision of the Services is specified in an Order, the Contractor shall provide the Services specified in the Order within fourteen (14) working days from the date of the Order.

5.3 Time shall be of the essence as regards each provision of the Services specified in an Order.

5.4 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. Inspection

- 6.1 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 the Service Specifications, the Government shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.
- 6.2 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. Non-exclusive Contract

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

8. 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, workmen or agents, the Contractor shall pay for the same at total original cost plus twenty percent (20%). 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.

9. Government Premises/Contractor's Premises

- 9.1 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.

- 9.2 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.
- 9.3 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. Payment of the Contract Price

- 10.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with the Contract, the Government shall pay the Contractor the Contract Price in accordance with the payment timetable set out in the Price Schedule.
- 10.2 Notwithstanding any provision in the Contract, unless otherwise agreed in writing by the Government, in respect of any Services provided to the Government, the Government shall not have any obligation to pay the Contractor any Contract Price for such Services unless and until the Services have been accepted by the Government. The Government shall pay the Contractor the Contract Price within thirty (30) days after the date of acceptance of the Services.
- 10.3 The Contract Price is inclusive of all charges for provision of Services. Subject to Clause 1 and save as otherwise expressly provided for in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).
- 10.4 In the event that the Contractor has made a standing offer to provide the Services to the Government if and when demanded during the Contract Period, the Contractor and the Government hereby acknowledge and agree that the consideration for the standing offer shall be One Hong Kong Dollar, payable by the Government to the Contractor, if demanded, and that the Contractor irrevocably undertakes to keep the standing offer open throughout the Contract Period.
- 10.5 The Contractor shall invoice the Government for any payment of the Contract Price. In respect of each provision of the Services, the Contractor shall deliver to the Government an invoice setting out the particulars of the Services provided (including the unit rate), the Order number (if any), the amount of Contract Price payable for the Services and such other information as the Government Representative may require from time to time.

- 10.6 Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Contract Price and any other sum payable by the Government to the Contractor under the Contract if:
- (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.
- 10.7 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.

11. Contract Deposit

- 11.1 If the Estimated Contract Price exceeds HK\$1.4 million, as security for the due and faithful performance of the Contract by the Contractor, the Contractor shall deposit with the Government via the Head of the Procuring Department within twenty-one (21) days from the date of Tender Acceptance, an amount specified in Paragraph 27.2 or 27.3 of the Terms of Tender (“Contract Deposit”).
- 11.2 If the Contractor fails to comply with Clause 11.1, the Government may terminate the Contract immediately.
- 11.3 Without prejudice to Clause 11.2, if the Contractor fails to comply with Clause 11.1, the Government may withhold from any sum due or payable by the Government to the Contractor from time to time, such amount which in aggregate does not exceed the amount of Contract Deposit payable to the Government under Clause 11.1. The Government may apply the amount so withheld to satisfy the Contractor’s obligation under Clause 11.1 in full or in part, and to the extent that the amount is so applied, the latter amount shall be treated as Contract Deposit paid in cash pursuant to Clause 11.1.

- 11.4 If:
- (a) the Contractor fails to comply with any provision of the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government arising from or relating to such failure; or
 - (b) any amount is due or payable by the Contractor to the Government under the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Contractor.
- 11.5 The Contract Deposit (whether paid in cash or in the form of the banker's guarantee) may be deducted or called on by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government.
- 11.6 If any deduction is made by the Government from the Contract Deposit or a call is made on the banker's guarantee any time prior to the expiry or termination of the Contract, the Contractor shall, within twenty-one (21) days after the date of the written demand by the Government, deposit a further sum or provide a further banker's guarantee, in a sum equal to the amount so deducted or so called, which further sum shall be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause, the further banker's guarantee must comply with the requirements in Paragraphs 27.5(a) and (b) of the Terms of Tender and shall come into operation on the date of its execution.
- 11.7 If based on the Orders issued by the Government under Clause 5.1, the Government determines that the total Contract Price payable by it for such Orders is likely to exceed the Estimated Contract Price, the Government may, by written notice to the Contractor, require the Contractor to submit to the Government such additional amount as further Contract Deposit such that the Contract Deposit shall at all times during the Contract Period be an amount equivalent to two percent (2%) (or five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, if the Contractor failed in the financial assessment under Paragraph 24 of the Terms of Tender in the tender evaluation stage) of the Estimated Contract Price specified by the Government in the notice.

- 11.8 If a notice is issued by the Government under Clause 11.7, the Contractor shall within twenty-one (21) days deliver to the Government the additional amount of further Contract Deposit required in the notice in the form of either cash or a further banker's guarantee. The further banker's guarantee must comply with the requirements in Paragraphs 27.5(a) and (b) of the Terms of Tender and shall come into operation on the date of its execution. A further Contract Deposit paid by the Contractor to the Government shall form part of the Contract Deposit.
- 11.9 If the Contractor fails to comply with Clause 11.6, 11.7 or 11.8, the Government may terminate the Contract immediately.
- 11.10 Upon the expiry or termination of the Contract:
- (a) if the Contract Deposit is paid in cash, the Government shall, after deducting the sums due from the Contractor to the Government, return the balance of the Contract Deposit in cash and without interest to the Contractor three (3) months after completion of all the obligations under the Contract by the Contractor to the Government's satisfaction, or the expiry or termination of the Contract, whichever is the later;
 - (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee shall be discharged and released in accordance with its terms.

12. 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.

13. Liability and Indemnities

- 13.1 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.

13.2 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.

13.3 The indemnity under Clause 13.2 shall not apply to any injury or death caused by the Negligence of an Indemnified Person.

- 13.4 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.
- 13.5 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).
- 13.6 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.

14. Termination

14.1 If:

- (a) the Contractor fails to provide to the Government any Services specified in an Order within the time as specified in the Order or in accordance with Clause 5.2;
- (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 6.2;
- (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) the Contractor is in breach of any of its warranties and undertakings under the Contract;

- (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; or
- (j) the Government is given the right to terminate the Contract under any other provision of the Contract,

the Government may by written notice to the Contractor terminate the Contract immediately.

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

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) if the Contractor is an incorporated body, a shareholders or members meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);
- (c) a petition is presented for the winding-up 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;
- (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 Government reasonably apprehends that any of the events mentioned above is about to occur; or

- (h) a Force Majeure Event occurs in such manner entitling the Government to terminate the Contract under Clause 26.7.
- 14.3 The Government may at any time suspend or terminate the Contract by giving the Contractor thirty (30) working days prior written notice.
- 14.4 On termination of the Contract for any reason, the Government is under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Government by the Contract.
- 14.5 The expiry or termination of the Contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 14.6 If the Contract is terminated under Clause 14.1 and the Government makes other arrangements for the provision of any Services from any other source, the Government may recover from the Contractor: (a) any amount in excess of the Contract 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 tender for the uncompleted Services; and (b) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 14.1. 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.
- 14.7 On the expiry or termination of the Contract for any reason, the Contractor shall:
 - (a) immediately return to the Government all documents containing confidential information, personal data and such other information, property and materials in the possession or under the control of the Contractor or any of its sub-contractors and agents, which was obtained or produced in the course of providing the Services;
 - (b) assist and co-operate with the Government to ensure an orderly transition of the provision of the Services to such person specified by the Government Representative and/or the completion of any work-in-progress;

- (c) 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
 - (d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Government for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Government or a replacement contractor to conduct due diligence.
- 14.8 Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) shall be payable by the Government to the Contractor as a result of any suspension or early termination of the Contract by the Government.

15. Intellectual Property Rights

- 15.1 The Government shall be the exclusive owner of the Materials. All the Intellectual Property Rights in the Materials shall vest in the Government at the time they are created. Subject to Clause 15.3, the Contractor warrants that such Materials are original works developed by or on behalf of the Contractor.
- 15.2 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).
- 15.3 If materials from other copyright works or Intellectual Property Rights from other sources (except those originating from the Government) are included in the Materials or any software and materials are supplied or used by the Contractor in the performance of the Contract and the Intellectual Property Rights are vested in a third party, the Contractor shall identify such materials to the Government and keep the Government informed in writing of such third party materials.

15.4 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, the Contractor shall have obtained the grant of all necessary clearances for itself and for the Government and its authorised users authorising the use of such third party materials for the purposes contemplated under the Contract;
- (c) the provision of the Services by the Contractor and the use or possession by the Government and its authorised users of the Materials including the third party materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights of any person; and
- (d) the exercise of any of the rights granted under the Contract by the Government and its authorised users will not infringe any Intellectual Property Rights of any person.

15.5 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.

15.6 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.

15.7 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.

16. Conflict of Interest

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

- (a) ensure that it (including each and every employee of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor's duties or obligations under the Contract without the prior written approval of the Government (which approval shall not be unreasonably refused or delayed); and
- (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 financial, professional, commercial, personal or other interests of the Contractor or any of the Contractor's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Contractor's obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.

16.2 The Contractor shall ensure that each of its associate and associated person, each of its sub-contractors and each of their respective employees, officers and agents deployed in the performance of the Contractor's obligations hereunder and their respective associates and associated persons shall keep themselves informed and inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's obligations under this Contract.

16.3 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” in relation to another person means:
 - (i) any person who has control, directly or indirectly, over the other;
 - (ii) any person who is controlled, directly or indirectly, by the other; or
 - (iii) any person who is controlled by, or has control over, a person at (i) or (ii) above;
- (c) “control” in relation to another person 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 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 or any other person; or
 - (iii) by virtue of holding office as a director in that or any other person;

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

17. Confidentiality

- 17.1 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 17 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).

- 17.2 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).
- 17.3 The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government's prior written consent.
- 17.4 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.

- 17.5 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.
- 17.6 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.
- 17.7 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 17 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 17.8 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.
- 17.9 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.
- 17.10 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.
- 17.11 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.
- 17.12 The provisions of this Clause 17 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

18. Probity

18.1 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.

18.2 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 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.

18.3 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.

18.4 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 18.2 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.

19. Insurance

- 19.1 The Contractor shall effect and maintain throughout the Contract Period a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such 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).
- 19.2 Without prejudice to Clause 19.1, 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.
- 19.3 If required by the Government, the Contractor shall deliver to the Government copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 19.4 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.
- 19.5 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.
- 19.6 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.

20. Process Agent

If the Contractor is not a Hong Kong resident, the Contractor irrevocably appoints the person whose name and address are set out in the Appendix 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. 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.

21. 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.

22. Assignment and Sub-contracting

22.1 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.

22.2 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.

22.3 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.

23. Disclosure of Information

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

- (a) the Services provided or to be provided by the Contractor;
- (b) the Estimated Contract 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; and
- (d) the engagement by the Government of the Contractor under the Contract and the name and address of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract.

24. Publicity

- 24.1 Whether before, during or after the expiry or termination of the Contract 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.
- 24.2 Subject to Clause 24.1, 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.
- 24.3 Notwithstanding any consent or approval given under Clause 24.1 or 24.2, 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.

25. 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.

26. Force Majeure

26.1 If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing of that matter and all relevant particulars.

26.2 Within three (3) days after the occurrence of a Force Majeure Event, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Contractor's ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, the Government may on its own issue a notice to the Contractor noting the occurrence of the Force Majeure Event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or the Government pursuant to this Clause is hereinafter referred to as the "Suspension Notice".

26.3 Following the issue of a Suspension Notice by the Contractor or the Government, the Contractor shall keep the Government informed at reasonable intervals, and upon the request of the Government, of:

- (a) the likely duration of the relevant Force Majeure Event and of its effect on the Contractor's ability to perform its obligations under the Contract;
- (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and
- (c) any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.

26.4 To the extent that the performance of obligations by the Contractor under the Contract is prevented by a Force Majeure Event, the Contractor's performance of such obligations will, subject to Clause 26.5, be suspended to that extent from the date the Contractor or the Government gives a Suspension Notice in respect of that Force Majeure Event until the Contractor ceases to be so prevented ("Cessation Date"). Notwithstanding anything in the Contract to the contrary, as soon as the Government issues a Suspension Notice to the Contractor, the Contractor shall forthwith suspend the performance of the obligations to the extent specified in the Suspension Notice.

- 26.5 During the suspension of any obligations under Clause 26.4:
- (a) the Contractor shall use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Contractor's performance of the obligations under the Contract;
 - (b) the Government may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and
 - (c) the Contractor shall not be entitled to any cost, fee or charge or such pro rata portion thereof in respect of the suspended obligations for the suspended period.
- 26.6 As soon as the relevant Force Majeure Event has ended, the Contractor shall forthwith notify the Government of the Cessation Date, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate Cessation Date. The Contractor shall immediately after the Cessation Date resume performance of the suspended obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Cessation Date, the Government's decision shall be final in the absence of manifest error.
- 26.7 Should suspension of the performance by the Contractor of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, the Government shall be entitled to terminate the Contract pursuant to Clause 14.2.
- 26.8 The Contractor shall ensure that provisions similar to this Clause 26 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

27. Retention of Records

The Contractor shall keep and maintain until six (6) years after the expiry of the Contract, or such longer period as may be agreed by the parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor shall afford the Government or its representative access to the records as may be requested by the Government.

28. Notices

- 28.1 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 (or such other postal address, facsimile number or email address as the addressee has by not less than seven (7) working days' prior written notice specified to the other party).
- 28.2 Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 28.1 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, four (4) days (for any place in Hong Kong) and seven (7) days (for any place outside Hong Kong) after the date of posting;
 - (c) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission;
 - (d) if sent by email, when actually received in a form readable by an individual.

29. Entire Agreement

- 29.1 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.
- 29.2 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).

30. Governing Law

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

31. 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.

32. Waiver

32.1 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.

32.2 Without prejudice to the generality of Clause 32.1, 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.

33. 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.

34. Assistance in Legal Proceedings

34.1 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.

34.2 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.

35. Contracts (Rights of Third Parties) Ordinance

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

36. Order of Precedence

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

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

TRANSPORT DEPARTMENT

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

TENDER FOR

**PROVISION OF SERVICES FOR PHYSICAL MOVE OF
FURNITURE, EQUIPMENT, FILES AND OTHER ITEMS
FROM VARIOUS LOCATIONS TO SOUTH TOWER,
WEST KOWLOON GOVERNMENT OFFICES FOR THE
TRANSPORT DEPARTMENT**

Tender Reference: TD 322/2018

PART 3

SPECIAL CONDITIONS OF CONTRACT

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1 Contract for the Services

- 1.1 The Tender will be concluded as a Contract with effect from the date of acceptance of offer to fulfillment of contractual obligation. The 'date of acceptance' shall be the letter of acceptance.
- 1.2 The Contractor performs its obligations under the Contract in accordance with the Specifications and shall complete each task by the date specified in the relocation schedule.
- 1.3 The Government shall be entitled to change any of the dates in the relocation schedule for any further period provided the Government will give the Contractor at least ten (10) days' written notice prior to the date to be changed and the remaining relocation schedule shall remain in full force and effect unless the Government shall otherwise determine or unless the postponement is of a material length and the Contractor provides justifications to the satisfaction of the Government that there shall be a corresponding postponement of the remaining dates.
- 1.4 The application of any staff or resources employed by the Contractor under the Contract may be redirected by the Government at any time without additional payment provided that due allowance is made for programmed work not completed as a consequence of such redirection.
- 1.5 The Contractor shall fully co-operate with the Government Representative and comply with his instructions and directives on all matters relating to the Contract. The Contractor shall perform the Services in a manner fully and strictly in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative.
- 1.6 The Contractor shall make necessary allowance and provide adequate staff and other resources to cope with the Government Representative to perform the Services.
- 1.7 The Government Representative may suspend the Services or any part thereof where he in his sole discretion considers this necessary due to adverse conditions. No payment, compensation or otherwise whatsoever shall be due or payable to the Contractor by the Government by reason of

such suspension of Services or in respect of any increase or accumulation of work arising during suspension of the Services or any other circumstances in relation to the suspension.

2 Suspension of Services

2.1 The Contractor may suspend all Services when a Black Rainstorm Warning Signal is issued and suspend all Services when Tropical Cyclone Warning Signal No. 8 or above is issued. However, the Contractor shall resume normal Services immediately after the cancellation of Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 with due diligence.

3 Contractor's Acknowledgement

3.1 The Contractor acknowledges that –

- (a) it has made itself thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality required of the Services, the equipment, materials and deployed labour and supervisory staff which may be required, any necessary storage and transportation requirement under the Contract;
- (b) it has been provided with sufficient information to enable it to provide the Services to the Government; and
- (c) it shall neither be entitled to any additional payment nor be excused from any liability for satisfying any requirement stipulated under the Contract on the ground of any misinterpretation by the Contractor of any matter or fact relating to the Contract.

4 Contractor's Warranties and Undertakings

4.1 The Contractor warrants and undertakes to the Government that –

- (a) it and its sub-Contractor (if any) or employees shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;

- (b) it shall carry out the Services with all due and reasonable diligence, care and despatch and in a safe, proper, skillful and workmanlike manner, and shall use its best endeavour to perform the Services to the satisfaction of the Government Representative;
- (c) it shall, through the Government Representative, keep the Government informed on all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (d) it shall comply with the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), section 17 I (1) of the Immigration Ordinance (Cap. 115), section 89 of the Criminal Procedure Ordinance (Cap. 221), section 41 of the Immigration Ordinance (Cap. 115), or sections 7, 7A and 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485). Any conviction of an offence under the Employment Ordinance (Cap. 57) or Employees' Compensation Ordinance (Cap. 282) the punishment of which carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221) and for any conviction of an offence under section 17 I (1) of the Immigration Ordinance (Cap. 115), section 89 of the Criminal Procedure Ordinance (Cap. 221), section 41 of the Immigration Ordinance (Cap. 115), or sections 7, 7A and 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485) arising from the performance of the Contract may be construed as a breach of the commitment of the Contract and the Government Representative may have a right to seek appropriate remedies which include the right to terminate the Contract under Clause 11 of the Special Conditions of Contract or under Clause 14 of the General Conditions of Contract;
- (e) it shall comply with the Occupational Retirement Schemes Ordinance (Cap. 426) and other relevant legislative provisions in the employment of its staff. Should the Contractor be found to be in breach of this undertaking after being convicted of any offences under the Occupational Retirement Schemes Ordinance (Cap. 426) arising from the performance of the Contract, the Government may, by notice in writing, terminate the Contract and the Contractor is not entitled to

claim any compensation;

- (f) it shall comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of its own staff, Government staff and others who may be affected by its performance of Services. Should the Contractor be found to be in breach of this undertaking after being convicted of any offences under the Occupational Safety and Health Ordinance (Cap. 509) arising from the performance of the Contract, the Government may, by notice in writing, terminate the Contract and the Contractor is not entitled to claim any compensation; and
- (g) it shall not, except with the written consent of the Government Representative, undertake any work or perform any services beyond those specified herein; and
- (h) the Contractor undertakes not to employ illegal workers in the execution of this Contract. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government may, by notice in writing, terminate this Contract and the Contractor is not entitled to claim any compensation.

5 Contractor's Employees or Sub-contractor (if any)

- 5.1 It is the responsibility of the Contractor to seek permission and consent from its employees and agents engaged to release and provide for the purposes of the Contract their personal data, records and photographs to the Government Representative.
- 5.2 The Contractor shall maintain proper current and accurate records of all employees or agents employed by the Contractor under the Contract, and such records shall include the names and photographs of such persons, their grades, posts, sex, identity card numbers, ages, training, the time sheet showing their attendance and their wage books.
- 5.3 The Contractor shall enter into the Standard Employment Contract with its employees who are employed to work for more than seven (7) days in posts

(except temporary leave relief employees) as approved by the Government (**Appendix II**) and such contract shall stipulate the employment period, the rest day arrangements (namely number of paid rest day per week, the number of paid statutory holiday per year, the number of paid annual leave per year), the maximum working hours for each working day, the maximum number of working days per month, the monthly wages payable (which must be consistent with the particulars set out in Schedule of Compliance and other parts of the Contract (where applicable)) and a provision that the parties to the contract shall consent to the production of the contract and all documents relating to the employment thereunder to the Government Representative and to the Labour Department for law enforcement purpose upon request.

- 54 The Contractor shall inform its employees (to the extent they are non-skilled workers) of the monthly wages as committed in the Tender Documents by the Contractor.
- 55 The Contractor shall, upon request by the Government, produce evidence to substantiate that Clause 5.4 hereof has been complied with.
- 56 The Contractor shall not amend or vary any term of the employment agreement executed under Clause 5.4 hereof except with the prior approval of the Government.
- 57 The Contractor shall keep proper record of the Standard Employment Contract including any amendments, variation or cancellation and the payment to staff. The methods of autopay or issue of cheque for payment of wages shall be adopted for proper record keeping purpose unless the employee exercises its right to demand payment in legal tender in which event the Contractor shall obtain official receipt from the relevant employee.

6 Level of Wages for Non-skilled Worker

- 6.1 The Contractor shall pay the monthly wage not less than those specified by it in the Schedule of Compliance for any non-skilled worker employed by it in the performance of the Contract. The monthly wage payable to each Labour shall not be less than (i) the monthly wage committed in the Statement of Compliance; or (ii) any adjusted wage level brought about by

future revisions of the Statutory Minimum Wage, whichever is the higher.

- 62 The Contractor undertakes and warrants that it will pay each Labour the wages specified in Clause 6.1 above at the time and in the manner so agreed between the Contractor and that Labour.
- 63 The Contractor shall ensure that any contract with any sub-contractor shall contain a contractual term to the same effect as Clause 6 hereof. Any failure of the sub-contractor to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor itself under this Clause entitling the Government to terminate the Contract forthwith thereunder.
- 64 Any breaches of the wage level undertaking, daily maximum working hours undertaking and/or wage payment by means of autopay undertaking may be construed as a breach of the commitment in the Contract and the Government Representative may have a right to seek appropriate remedies which include the right to terminate the Contract under Clause 11 of the Special Conditions of Contract or under Clause 14 of the General Conditions of Contract.
- 65 The Contractor shall ensure and procure that its contract with its sub-contractor (if any) shall contain contractual clauses to the same effect as Clauses 4 and 6 of the Special Conditions of Contract. The Contractor shall ensure that any default of the said contractual clause by the sub-contractor (if any) shall be readily remedied. Any failure of the sub-contractor (if any) to observe the aforesaid contractual clause shall be deemed to be a breach of the Contract on the part of the Contractor itself under Clause 11 of the Special Conditions of Contract or under Clause 14 of the General Conditions of Contract entitling the Government to terminate the Contract.
- 66 A Notice of Default in Employment Commitment will be issued for each breach of the contractual obligations in respect of wage level, daily maximum working hours and signing of standard employment contract with and wage payment by means of autopay to non-skilled workers. Each Notice of Default so issued under Government service contracts that rely heavily on the deployment of non-skilled workers attracts one Demerit Point. The Demerit Points given to the Contractor from Government departments

will be taken into account by the Government in tender evaluation of the Contractor's future bids for all Government services contracts the performance of which will rely heavily on the deployment of non-skilled workers and may result in the Contractor failing the tender assessment.

- 6.7 The Contractor shall comply with the terms and conditions set out in the written standard employment contract. If the Contractor is in breach of the terms and conditions in the standard employment contract not in connection with wages, daily maximum working hours, wage payment by autopay referred to in Clause 6.1 of the Special Conditions of Contract and signing of standard employment contract referred to in Clause 5.3 and not in connection with offences under the Ordinances referred to in Clause 4 of the Special Conditions of Contract, the Government Representative shall be entitled to record in writing a Notice of Default in Employment Commitment and serve the same upon the Contractor. The Notice of Default given to the Contractor will be taken into account in tender evaluation of the Contractor's future bids for TD's service contracts, the performance of which will rely heavily on the deployment of non-skilled workers.

7 Performance

- 7.1 The Contractor shall provide vehicles which are safe and of good working condition.
- 7.2 The Contractor shall provide vehicles which are registered with the Transport Department and issued with valid licences and conform to all Road Traffic Ordinance.
- 7.3 The Contractor must also ensure the safety of the cargo during loading, unloading and in transit. Should the Contractor cause any damage/loss on the Government's cargos in the course of delivery, they will be held responsible for compensating the Government for such damage/loss.
- 7.4 During a work shift of eight (8) hours or longer, there shall be one (1) meal break of one (1) hour on each work shift for the Workmen employed by the Contractor for the performance of the Contract. The schedule of such break shall be determined by the Government Representative.

75 The Contractor shall provide Workmen who are fit for the required duties.

8 Estimate of Probable Requirement

8.1 This serves to provide information on the requirement of the Services covered by this Contract. All figures quoted are approximations and such estimates must be regarded as given for the Contractor's information only and not as figures to which the Government binds itself to adhere. The Contractor must be prepared to provide all the requirements of the Government at the rates stated in the Price Schedule during the Contract Period if called upon to do so.

9 Default in Performance

9.1 At any time during the Contract Period, the Inspecting Officer may investigate each case where the Contractor has failed to perform the Service or any part thereof in accordance with the provisions of the Contract.

9.2 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 other contracts with the Government.

10 Inspection and Rejection

10.1 In connection with the carrying out of the Services, the Inspecting Officer and the Government Representative shall at any time be entitled to inspect the Services and the Vehicles, equipment, materials and tools used or to be used in the Services. The Inspecting Officer and the Government Representative shall be entitled to interview any member of the Contractor's employees, agents or sub-contractors (if any) and to inspect all records relevant to the Services and to obtain copies of such records from the Contractor free of charge.

10.2 The Service performed shall before payment be subject to inspection before payment by the Inspecting Officer and the Government Representative who may withhold payment unless the Services have been performed in

accordance with the terms and conditions of the Contract and to the satisfaction of the Inspecting Officer and the Government Representative. The Inspecting Officer and the Government Representative shall have the right not to accept unsatisfactory performance of the Services and suspend payment until the Contractor has rectified the defects.

- 103 Within twenty-four (24) hours of being notified in writing of any of the Services being unsatisfactory, the Contractor shall be required to take immediate and necessary action to rectify such unsatisfactory Services.
- 104 If the Contractor fails to rectify such unsatisfactory Services in accordance with Clause 10.3 hereof or to provide the Services in accordance with Clause 10 hereof, the Government Representative may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by other contractors. All costs and expenses whatsoever which may be incurred by the Government Representative thereof shall be recoverable in full from the Contractor by deducting such sums from any money due or becoming due to the Contractor under this or other contracts with the Government.

11 Immediate Termination of Contract

- 11.1 The Contractor agrees and undertakes to perform the Services in accordance with the terms and provisions of the Contract.
- 11.2 Without prejudice to Clause 14 of the General Conditions of Contract and without prejudice to any other right, action or remedy which shall have accrued or shall accrue thereafter to the Government, the Government will at any time terminate the Contract forthwith if the Contractor or its permitted sub-contractor in the performance of the Contract:
- (a) has obtained any conviction under the Ordinances detailed in Clause 4.4 of the Special Conditions of Contract; or
 - (b) has an aggregate of three (3) or more Demerit Points over a rolling period of three (3) years issued against their non-compliance with contractual obligations in respect of wage, daily maximum working hours, signing of written Standard Employment Contracts with and wage payment by means of autopay (payment by cheque is only allowed upon termination of employment contract and is made at the

request of the Labour concerned) to Labour under Clause 6.6 of the Special Conditions of the Contract.

- (c) The Government may recover all losses, damages, costs and expenses suffered or incurred by the Government (including but not limited to all costs and expenses incurred in relation to engaging replacement contractor(s) and conducting re-tendering exercise(s)). In such event, the Government may deduct from any money due to the Contractor under this Contract and under any other Government contracts the losses, damages, costs and expenses.

12 Illegal Workers

12.1 The Contractor undertakes not to employ illegal workers in the execution of any Government contracts. Should the Contractor be found to have employed illegal workers 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.

12.2 The Contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract.

13 Prompt Payment of Employees' Salaries by Contractor

13.1 The Contractor shall promptly pay salaries to its employees who are employed for the purpose of this Contract, failure to do so will entitle the Government to terminate the Contract.

14 Sub-contracting

14.1 The Contract shall be personal to the Contractor who have complete control of the Services and shall efficiently direct and supervise the performance of the Services to the full extent of its ability and with its full attention.

14.2 The Contract shall be personal to the Contractor who shall not, without the prior written consent of the Government Representative, enter into any sub-contract with any person for the performance of any part of the Contract.

The Government Representative reserves the right to require the Contractor to enter into such sub-contract on such terms and conditions as the Government Representative thinks fit. After signing of the sub-contract, the Contractor shall not, without the prior written consent of the Government Representative, propose to amend or accept any proposal to amend the sub-contract.

- 143 The Contractor shall remain fully responsible for the performance of the Services and shall not be relieved from any of its obligations under the Contract by entering into any sub-contract for the performance of any part of the Contract and the Contractor shall be fully liable for any acts of defaults or neglect of any sub-contractor, its employees or agents. Upon request of the Government Representative, the Contractor shall within three (3) days provide the Government Representative with copies of any such sub-contracts.

15 Contractor's Employees or Sub-Contractor (if any)

- 15.1 The Contractor shall be responsible for the good conduct of its employees or sub-Contractor (if any) while they are performing the Services under the Contract and shall ensure that they behave accordingly. The Contractor shall ensure that its employees engaged in the provision of the Services are fit for their tasks. The Contractor shall be liable for any contractual default committed by its sub-Contractor (if any).
- 152 The Government Representative shall be entitled to request on reasonable grounds (including but not limited to medical, security and disciplinary grounds and / or on grounds of incompetency or inattentiveness) the removal or replacement of any of the Contractor's employees or sub-Contractor (if any).
- 153 The Contractor shall replace any employee or sub-Contractor (if any) so removed as soon as possible by a competent substitute.
- 154 The Government shall in no circumstances be liable either to the Contractor or to its employees or sub-Contractor (if any) in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Government against any claim made by such employees or sub-Contractor (if any).

16 Compliance with Enactments, Regulations, etc.

16.1 The Contractor shall conform in all respects with provision of any legislation and regulations or by-laws of any local or other authority or public body (as defined in Interpretation and General Clauses Ordinance, Cap 1) in the performance of the Services or any of its obligations under the Contract. The Contractor shall keep the Government indemnified from and against all penalties and liability of every kind for breach of any such legislation, regulations, by-laws or rules.

17 Non-Compliance of Contractual Obligation

17.1 The Contractor shall ensure that requirements of Contract are strictly adhered to. If, however, the Contractor shall be in breach of any of the obligations set out in the Schedules, without prejudice to any claims by the Government for breach of Contract over and above the liquidated damages in respect of breaches of such obligations in accordance with the Schedules, the Government may in its absolute discretion deduct from the agreed payment.

18 Notice

18.1 Any notice served by the Government on the Contractor shall be deemed to be properly served when addressed to the Contractor and sent by post or delivered to the Contractor's last known address.

19 Charges

19.1 The charges set out in Price Schedule shall cover all expenses involved in this Contract.

20 Payment for Service

20.1 Provided that the Contractor shall have performed the Services and terms and conditions of the Contract in accordance with the Contract to the satisfaction of the Government Representative, the Government shall pay the Contractor the Contract Prices for the Services provided in arrears as

specified in Schedule 1 subject to any payment discount or deductions provided herein and in the manner hereinafter provided.

- 202 Invoices shall be sent by the Contractor to the Government Representative or as otherwise directed. Unless otherwise provided, the payment shall be made after the receipt of invoices and only upon certification by the Inspecting Officer that the Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Government Representative.
- 203 Unless the Government Representative otherwise notifies in writing, all invoices and correspondence concerning payment shall be addressed to:-

Transport Department
41st Floor, Immigration Tower
7 Gloucester Road,
Wanchai
(Attn: TEx/WKGO)

Facsimile: (852) 2824 0433

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

- 204 Without prejudice to any rights or remedies the Government may have, the Government shall be entitled to offset or deduct any monies referred to in this clause from any monies which the Government may owe to the Contractor and claim for any outstanding balance from the Contractor.

21 Sum Payable to the Government

- 21.1 Any sum payable by the Contractor to the Government or recoverable from the Contractor by the Government and any deduction imposed on the Contractor by the Government pursuant to the terms and conditions of the Contract shall be borne by the Contractor only and not be charged to any person who is employed or engaged for the purposes of performing the Services and maintaining and executing the Contract or recovered by deductions from such person's wages.

22 Passes

- 221 The Government Representative may issue passes to the Contractor for the admission of its vehicles, employees or sub-Contractor (if any) to the Government premises. Any person who fails to show such a pass on demand may be refused admission to the premises or any part thereof by the Government.
- 222 The Contractor should submit a list of the names and identity card numbers of all its employees or sub-Contractor (if any) and copies of vehicle registration document of all vehicles requiring passes together with two (2) recent photographs of each person and shall prove to the satisfaction of the Government their bona fide identities.
- 223 Any pass so issued shall be returned to the Government Representative on demand of the Government Representative, or upon termination of the Contract, or cessation of the bearer's employment with the Contractor, or cessation of the use of the vehicles for the performance of the Services, as the case may be.
- 224 The Contractor may on demand deposit with the Government Representative the sum of one hundred Hong Kong dollars (HK\$100) for each pass issued which sum shall be refunded without interest upon the return of the pass to the Government Representative.

23 Engagement of Labour

- 231 The Contractor shall make its own arrangements in regard to the provision of such labour, skilled and unskilled, as may be required for the execution, completion, and maintenance of the Services and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements shall be in accordance with the general local usage and Employment Ordinance (Cap. 57) and subject to such regulations as the Government may from time to time require to be observed.
- 232 As far as practicable all labour both skilled and unskilled shall be engaged in Hong Kong.

24 Relationship of the Parties

- 24.1 Nothing herein shall be construed as in any way constituting a partnership, agency or joint venture between the Government and the Contractor and neither party shall (without the consent in writing of the other) commit the other to any obligation whatsoever.
- 24.2 The Contractor enters into this Contract with the Government as an independent Contractor only and shall at all times remain as an independent Contractor throughout the Contract Period.
- 24.3 For the avoidance of doubt, the Contractor shall not represent itself as an employer, employee or servant of the Government.
- 24.4 The Contractor shall declare to all its employees and sub-Contractor (if any) the provisions of this clause.

TRANSPORT DEPARTMENT

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

TENDER FOR

**PROVISION OF SERVICES FOR PHYSICAL MOVE OF
FURNITURE, EQUIPMENT, FILES AND OTHER ITEMS
FROM VARIOUS LOCATIONS TO SOUTH TOWER,
WEST KOWLOON GOVERNMENT OFFICES FOR THE
TRANSPORT DEPARTMENT**

Tender Reference: TD 322/2018

PART 3A

SERVICE SPECIFICATIONS

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Part 1 **Purpose**

- 11 The Transport Department (“TD”) will move from the eleven (11) current office premises stipulated in Paragraph 2.1 in the Service Specifications to the new office premises at 5/F, 10/F to 16/F, the South Tower, West Kowloon Government Offices (“WKGO”), 11 Hoi Ting Road, Yau Ma Tei, Kowloon from March 2019 to July 2019.

- 12 This Tender is to invite Tenderers to submit proposal for provision of services to TD for physical move of furniture, equipment, files, publications and other items to the new office premises at WKGO, and related disassembling/reassembling and coordination works for TD offices (involving around 950 staff):
 - (i) to relocate all the furniture, equipment, files, publications and other items from the eleven (11) current office premises of TD to WKGO and perform the related disassembling and reassembling works;

 - (ii) to pack files, publications, documents and other items into carton/plastic boxes or other appropriate containers before relocation, and to unpack and place them back onto storage racks and filing cabinets at WKGO and, if necessary, to perform internal reshuffling of furniture, equipment and files;

 - (iii) to provide carton boxes with enhanced protection for IT equipment items (see details in para. 3.3 below); and

 - (iv) to ensure a smooth relocation of the offices by professional project management.

- 13 Detailed requirements are described in Part 3 in this Service Specifications and the updated layout plans of WKGO are provided at **Appendix III** for Tenderer’s reference. Please note that the finalised layout plans are subject to further changes.

- 14 All requirements stipulated in this Service Specifications are mandatory except for those which are stated optional specifically.

Part 2 **Addresses of Current and New Office Premises**

2.1 Current address

- (a) Immigration Tower, 7 Gloucester Road, Wanchai (“IT”)
 - Rooms 3402 & 3404, 34/F
 - Rooms 3708, 3729 & 3730, 37/F
 - Rooms 3801-3825, 38/F
 - 39/F (whole floor)
 - 40/F (whole floor)
 - 41/F (whole floor)

- (b) Harbour Building, 38 Pier Road, Central (“HB”)
 - 5/F (part)

- (c) Rumsey Street Multi-storey Carpark Building, 2 Rumsey Street, Sheung Wan (“RSMSCB”)
 - Rooms 1001-1004A, 10/F
 - 11/F (whole floor)
 - 12/F (whole floor)

- (d) Eastern Law Courts Building, 29 Tai On Street, Sai Wan Ho (“ELCB”)
 - Rooms 1212-1214, 12/F

- (e) China Resources Building, 26 Harbour Road, Wanchai (“CRB”)
 - Rooms 2401-2405, 24/F

- (f) Harcourt House, 39 Gloucester Road, Wanchai (“HH”)
 - Rooms 506-508, 5/F
 - Rooms 2001, 2014 & 2018, 20/F

- (g) MassMutual Tower, 33 Lockhart Road, Wanchai (“MMT”)
 - 20/F (whole floor)
 - 25/F (whole floor)

- (h) Hopewell Centre, 183 Queen’s Road East, Wanchai (“HC”)
 - Room 3410, 34/F
 - Room 3501, 35/F

- (i) AIA Tower, 183 Electric Road, North Point (“AIA”)
 - Room 2503-2505, 25/F

- (j) Kowloon Government Offices, 405 Nathan Road (“KGO”)
 - Rooms 502-504 & 509, 5/F
 - 16/F (whole floor)
 - 17/F (whole floor)
- (k) Yaumatei Carpark Building, 250 Shanghai Street (“YMTCB”)
 - Room 919, 9/F

2.2 New address

5/F, 10/F to 16/F, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon (“WKGO”)

Part 3 Detailed Requirements

3.1 **To relocate all furniture, equipment, files, publications, and other items from the eleven current office premises of TD to WKGO, and perform the related disassembling and reassembling works.**

3.1.1 Items to be relocated

- (i) The items to be relocated include furniture, equipment, electrical/electronic appliances, steel cabinets, roller shutters, files, documents, stores, office consumables, etc. as stipulated in **Appendices IV-A to IV-E**.
- (ii) While TD has tried to make the lists of items and the details of the items at **Appendices IV-A to IV-E** as accurate as possible, they may not be exhaustive. They are listed for Tenderer’s reference only. A briefing will be arranged for Tenderers to gain an idea of the quantities of items to be relocated and the actual location and distribution of the items so as to ascertain the actual volume of work involved for their cost estimation. Tenderers shall conduct site inspections on some current office premises of TD. The details of the site inspections are provided at **Appendix I**. No claim of whatsoever kind will be entertained for any mistakes made by the Contractor in estimating the actual volume of work involved.

3.1.2 Scope of Work

- (i) The Contractor shall provide sufficient number of Workmen during different phases of move for the removal items listed at **Appendices IV-A to IV-E**.

- (ii) The Contractor shall provide suitable and sufficient quantities of carton/plastic boxes and other containers, e.g. bamboo baskets for decorations, exhibits and other items of odd sizes, and appropriate packaging materials, e.g. heavy duty duct tapes, strings, bubble wrap, cling films, etc.
- (iii) The Contractor is responsible for wrapping and packing all electrical/electronic appliances including fax machines, TV sets, projectors & screens, photocopiers, paper shredders, typewriters, refrigerators, microwave ovens, fans, etc, with appropriate packaging materials/containers, e.g. transparent plastic sheets and bubble sheets, in order to protect them from damage and water penetration before and during removal. The Contractor will/may need to detach and wall/ceiling-mount the TV sets, projectors and any other items as stipulated in **Appendices IV-B to D** when necessary without any additional charges.
- (iv) Upon relocation of the items to WKGO, the Contractor shall immediately move and stack items to their appropriate and designated locations as directed by the Government Representative.
- (v) All furniture and equipment items shall be relocated on a point-to-point basis from the eleven current office premises of TD to WKGO.
- (vi) Desks and side returns will/may need to be dismantled before and reassembled/reinstalled after removal. It is up to the Contractor's own decision based on their previous experiences whether the side returns of our desks need to be dismantled before relocation. There is no supply of spare parts available as these items are obsolete. Hence, all the parts of these side returns must be retained for the reassembling works.
- (vii) The above list may not be exhaustive. Where necessary, disassembling, reassembling and reinstallation work for other furniture and equipment not on the above list may be required.
- (viii) The Contractor shall carry out the removal services by appropriate methods including but not limited to the following:-

- (a) use of skid sheets, i.e. placing items to be removed on sizeable sheets of felt or carpet or other suitable materials so as to avoid gouging the finishes when dragging these items across floor surface;
- (b) use of crates or other containers with protective material such as felt or carpet on bottom surfaces;
- (c) laying of hardboard or plyboard panels across floor finishes with removal of items by means of rubber-wheeled trolleys or handcarts;
- (d) use of rainproof canvas sheets for protection of the relocated items against water/liquid when necessary; and
- (e) manual lifting and carrying of items to be moved.

3.1.3 Special Requirement

- (i) The Contractor shall reserve two (2) seats for designated staff of TD in the vehicle for each journey between TD's eleven (11) current office premises and WKGO to escort the relocation of all items to WKGO whenever TD considers it necessary.
- (ii) The Contractor should as far as possible perform the Services in an environmentally friendly manner.

32 To pack files, books, publications, documents and other items into carton/plastic boxes before relocation and unpack them onto the storage racks and filing cabinets in accordance with the relocation schedule as stipulated in Appendix V.

3.2.1 Volume of Files, publications and other documents

- (i) There is a large volume of files/documents, books/publications and other documents like newspaper clippings, reference materials, folders, etc. held by TD which requires packing and unpacking service rendered by the Tenderer. The total estimated quantity is approximately 8,000 linear meters of files and the details are provided at **Appendix IV - E**.

- (ii) The above figures are provided for Tenderer's reference only. While TD has tried to provide the estimated figures as accurate as possible, they may still be subject to changes owing to file weeding exercise and creation of new files in the interim. The volume of files, books, publications and other documents shall be ascertained by the Tenderers at the site inspections conducted during the Tender period. No claim by the Contractor of whatsoever kind will be entertained for any discrepancies between the above estimations and the actual volume of files and publications to be relocated.

3.2.2 Scope of work

- (i) The Contractor shall be responsible in packing those files, books/publications, documents and other items into carton/plastic boxes in the eleven (11) current office premises of TD. The carton/plastic boxes shall be sealed with heavy duty duct tape and properly labeled.
- (ii) After the carton/plastic boxes are delivered to the designated locations, the Contractor shall unpack carton/plastic boxes containing files onto storage racks and filing cabinets under the advice of the Government Representative.
- (iii) The Contractor shall note that except the steel 4-drawer filing cabinets and the pedestals, contents in all filing cabinets/cupboards/racks will be emptied and packed during relocation.
- (iv) The packing and unpacking of files, books/publications, documents and other items will be conducted under the guidance and supervision of the Government Representative.

3.2.3 Special requirement

- (i) For the classified files and documents which are at 'Restricted' level or above, additional security measures shall be taken during their removal. While the details of the measures will be provided to the Contractor in due course, the Contractor shall perform the following, among others:-

- (a) seal the bottom edges of the carton/plastic boxes securely with heavy duty duct tape to ensure the boxes/bins do not break open exposing the classified files/documents during relocation;
- (b) apply at least three (3) full layers of industrial type transparent cling-film/stretch wrap film starting from the base of the bottom box/bin and covering all the external sides of the top boxes/bins to ensure the boxes/bins do not break open exposing the classified files/documents during relocation;
- (c) facilitate the Government Representative to escort every removal journey involving these classified files/documents; and
- (d) allow the Government Representative to use padlocks provided by TD to lock the storage compartment of the removal vehicles if required.

33 To provide carton boxes with enhanced protection for IT equipment items to facilitate their relocation to the new office premises at WKGO.

3.3.1 Scope of work

- (i) The Contractor shall provide but not limited to the following relocation services for the IT equipment in the eleven (11) current office premises of TD:-
 - (a) IT equipment items for about 1000 staff (inclusive of the computer unit and peripherals like monitor, local laser printer, keyboard, mouse, adapters and power bar if any). These items are individual computer sets for all the Government Representative and common workstations in the eleven current office premises; and
 - (b) IT equipment items equivalent to about 80 carton boxes, including but not limited to computers, monitors, printers, etc. These equipment are located on 39/F, Immigration Tower, Wanchai.

The details and information of IT equipment items are provided at **Appendix IV-B**.

- (ii) The Contractor shall provide carton boxes (see suggested size below) with enhanced protection (e.g. air bubble wrapping and “fragile” label) for IT equipment items (e.g. personal computers, monitors and A4 laser printers, etc.) –

Item	Size
Box for 1 x PC, Keyboard, Mouse	L18 x W 10 x H18 inches
Box for 1 x LCD Monitor	L18 x W22 x H20 inches
Box for 1 x A4 Laser Printer	L18 x W18 x H12 inches

[Note: A separate Contractor arranged by TD will pack/unpack individual user workstation PC and personal printer, connection cable bag, keyboard, mouse and other accessories in a few enclosures as a set and label them with identifiers specified by TD and a fragile sticker prior to dispatch.]

- (iii) The Contractor shall provide relocation service for photocopiers. The details and information of the photocopiers are provided at **Appendix IV-B**. Prior arrangement with the suppliers of the photocopiers will be facilitated by TD before relocation to ensure the validity of the warranty for the machines after relocation. Details of such arrangement will be provided by TD to the Contractor before the relocation takes place.
- (iv) The Contractor shall arrange and provide transport for delivering the office IT equipment to WKGO, implement measures for protecting them against any damages during relocation and ensure they would be delivered to the right location.
- (v) The Contractor shall use rainproof canvas sheets for protection of the relocated items against water/liquid when necessary.
- (vi) Upon arrival, the Contractor shall unload the IT equipment at WKGO.
- (vii) The Contractor shall deliver the grouped IT equipment as a single set to designated location as indicated in the seating plan which will be provided by TD.

[Note: A separate Contractor arranged by TD will unpack the IT equipment at designated location.]

34 To ensure a smooth relocation of the offices by professional project management.

3.4.1 Professional requirement for Project Manager

- (i) The Contractor shall assign a Project Manager (PM) to take charge of the management as well as the overall co-ordination with other parties on the project. The PM shall act as the single contact point to TD in respect of this work assignment, and shall:-
 - (a) be responsible for the overall planning, scheduling, control, resource management and quality assurance for this project;
 - (b) provide professional comments and advice on TD's relocation plan, scheduling and other logistic arrangements;
 - (c) provide a detailed labour and vehicle deployment plan to the satisfaction of TD before execution;
 - (d) resolve crisis and conflicts, if any, about the relocation, disassembling, configuration or reassembling work during the Contract Period;
 - (e) supervise and co-ordinate with the on-site supervisors of the Contractor to ensure that the relocation, disassembling/configuration and reassembling works are delivered on time and comply with all the requirements as stipulated by TD;
 - (f) answer all enquires of TD concerning the Contract during the Contract Period; and
 - (g) ensure that all terms and conditions as stipulated in the Contract are complied with.
- (ii) The PM shall have at least two (2) years of project management experience in project of similar nature and scale prior to the Tender Closing Date. In the case of previous contracts with an overlapping period, the period of relevant experience in each contract can be taken into account separately in calculating the two years of project management experience.

- (iii) The Contractor shall not change the PM without the explicit consent of TD. Should change of the PM is necessary, the Contractor must assign a new PM with experience comparable to the original PM to the satisfaction of TD.
- (iv) The Tenderer should provide the particulars of PM who will be assigned to take up project management role of this Contract. If a Tenderer fails to provide a PM to meet this requirement, its tender **will not** be considered further.

3.4.2 Professional requirement for on-site supervisor

- (i) The Contractor shall assign at least one (1) experienced on-site supervisor during each and every day where and when relocation or disassembling/configuration and reassembling works are to be conducted. Their responsibilities shall include, but not limited to, the following:-
 - (a) co-coordinating with sub-Contractors, if any, for a smooth relocation;
 - (b) answering on-site queries and problems raised by Government Representatives regarding the relocation, disassembling or configuration and reassembling works;
 - (c) monitoring the Workmen in carrying out the relocation, disassembling/configuration and reassembling works; ensuring that the works are delivered on time and meeting all requirements stipulated by Government;
 - (d) ensuring that Workmen will wear the worker permit and adhering to all instructions of Government representatives, as well as the instructions of the related building management of the eleven current office premises and WKGO;
 - (e) escalating unresolved problems to the PM and TD as appropriate; and
 - (f) assisting the PM to ensure that all terms and conditions as stipulated in the Contract are complied with.

- (ii) The on-site supervisor shall have experience and expertise in carrying out the services for at least one (1) project of similar nature and scale prior to the Tender Closing Date.
- (iii) The Tenderer should provide the particulars of on-site supervisor who will be assigned to take up supervisory role in this Contract. If a Tenderer fails to provide an on-site supervisor to meet this requirement, its tender **will not** be considered further.

35 Time-frame of Relocation

- 3.5.1 The tentative relocation schedule is at **Appendix V** for reference. The Tenderer shall note that relocations of two (2) TD's current office premises to WKGO may carry out concurrently to meet the tight relocation schedule as provided at **Appendix V**. The Tenderer shall provide adequate labourers and resources to meet the relocation schedule.
- 3.5.2 TD will notify the Contractor in writing of the actual dates of removal at least ten (10) days prior to each tentative date of removal, as far as possible. However, the scheduled dates may be subject to changes due to unforeseeable operational needs and the Contractor must be prepared to work on alternative schedule with short notice given for such changes. When a black rainstorm warning signal or tropical cyclone signal No. 8 or above is in effect at or after 7:00 a.m. (Hong Kong time) on a scheduled date of removal, the removal programme will be postponed to a date within one (1) month to be decided by the Government Representative.
- 3.5.3 The relocation plan mentioned above is tentative only. The final schedule and other details will be worked out by TD in conjunction with the Contractor in due course.

36 Time-frame of Coordination Work

- 3.6.1 The tentative time-frame for the related coordination work is as follows:

Action	Tentative Dates
(i) Meeting with TD to conduct pre-move survey and discuss the preliminary removal flow, including the zoning arrangement	Within one (1) week from date of letter of acceptance
(ii) Provision of draft labour and vehicle deployment plan for the removal	Within two (2) weeks from date of letter of acceptance
(iii) Provision of advice on TD's draft relocation plan which will cover, among others : <ul style="list-style-type: none"> ◆ relocation timetable and rundown ◆ zoning plan ◆ item labeling system 	Within two (2) weeks from date of letter of acceptance
(iv) Site visit to WKGO	Around March/April 2019 and at a time as specified by TD
(v) Meeting with the representatives of TD to discuss and finalise the coordinated relocation plan, timetable, relocation rundown checklist, labour and vehicle deployment, item labeling system and training/briefing materials to staff	Around March/April 2019 and at a time as specified by TD
(vi) Assisting TD to conduct staff briefing to the supporting staff of TD	Around March/April 2019 and at a time as specified by TD

3.6.2 The schedule mentioned above is tentative only. The final schedule and other details will be worked out by TD in conjunction with the Contractor in due course.

Part 4 Other Requirements

4.1 The Contractor shall design colour-coded labeling system to facilitate the placement of items in WKGO and control of inventory of all items being moved. The labeling system should be described in detail to TD representatives during training/briefing sessions to the Government Representative.

- 4.2 The Contractor shall supply adequate and suitable Workmen, who shall have the necessary skills and experience and who are not forbidden to be employed by the laws of Hong Kong, to complete the assigned task within the specified time-frame. The Contractor should remind the Workmen to wear company's uniform and observe tidiness and courtesy requirement throughout the provision of the relocation service. The Contractor staff must wear the worker permits issued by TD or the Building Management Office.
- 4.3 The Contractor shall bear all the costs, including but not limited to packing, carriage, labeling materials, insurance, labour, tools, transport, tunnel fees and carpark charges, etc. incurred in the course of duty when conducting the work assignment.
- 4.4 The Contractor shall be required to provide adequate delivery lorries, wooden pallets, containers, handling equipment and safety protective materials for the proper and efficient disassembling, relocation and reassembling/reinstallation works, labour and tools as specified above. Rainproof canvas sheets for protection against rain must be prepared for use when necessary.
- 4.5 The Contractor shall estimate and ensure sufficient trucks and Workmen are available for the relocation to meet the relocation requirements and schedules provided by TD. The Contractor shall provide backup trucks in case of truck breakdown.
- 4.6 The Contractor shall comply with the instructions of the related building management when entering/leaving the buildings and conducting services in the buildings.
- 4.7 The Contractor shall remove all debris, rubbish and scrap materials resulting from the assignment and reinstate any previously affected areas within reasonable time-frames.
- 4.8 The Contractor shall provide floor, wall, door and lift protection at TD's existing office premises and WKGO during all disassembling, packing, relocation, reassembling and installation and unpacking works.
- 4.9 The Contractor shall be responsible for collecting, by a time-frame to be specified by TD, all the used wrapping, packing and wall and floor protective materials, for example, carton/plastic boxes, rainproof canvas sheets, transparent plastic sheets, etc. from TD for reuse and recycling purposes.

- 4.10 The Contractor shall ensure that all reassembled furniture is safe, secure and to the satisfaction of the Government Representative.
- 4.11 If the Contractor will engage sub-Contractors to provide the Services, the Contractor shall provide TD, within two (2) weeks from date of the letter of acceptance, the full details of the sub-Contractor(s), including their name, address(es), contact person(s) and contact telephone number(s). Any change of the sub-Contractor(s) during the Contract Period is not allowed except with the explicit consent from TD. The Contractor shall be fully responsible for the management, coordination, all insurances for its staff, public liability and the property of all TD's existing office premises and WKGO, and assurance of service quality of the sub-Contractors, if engaged.
- 4.12 The Contractor shall contact and make necessary traffic arrangement with the relevant government department(s)/ parties for the loading and unloading for the four TD's current office premises at KGO, RSMSCB, YMTCB and MMT during the relocation as there is no loading zone at these locations.
- 4.13 The Contractor shall render assistance to the Government Representative to conduct a stock take of all items in the possession of TD before relocation.
- 4.14 The Contractor shall conduct the check-out procedures defined by TD in order to make sure that all items are relocated in a controlled manner.

Part 5 Proposed Work Schedule

- 5.1 The relocation of all current TD offices should follow Paragraph 3.5 and the tentative relocation schedule at **Appendix V**. The whole relocation exercise will commence tentatively on **21 March 2019** and shall start as early as possible on each day (e.g. starting from 8:00 am each morning). The detailed schedule of the relocation and related disassembling, configuration and reassembling work will be worked out by TD in conjunction with the Contractor in due course.
- 5.2 Please note that the relocation schedule is tentative only. TD reserves the right to revise it at all times. The Contractor must accept the change of relocation schedule without any additional cost to TD.

- 53 Subject to the advice of TD upon award of contract, the Contractor shall be prepared to work overnight at the existing office premises of TD and WKGO without charging additional cost to TD during the relocation period. The Contractor shall arrange adequate manpower to carry out the required works having taken into account the site conditions without charging TD for any extra costs arising from the overnight work.

Part 6 Information of Lifts and Loading Zones

- 6.1 The information of the lifts and loading zones of the eleven (11) current offices and WKGO are provided at **Appendix VI**, which is for reference only. Site inspections will be arranged for the Contractor to access the actual situations of lifts and loading zones in some current office premises of TD. Information of site inspections is provided at **Appendix I**. The Contractor shall estimate the manpower and time required for relocation according to actual situations of the premises. No claim of whatsoever kind will be entertained for any mistake made by the Contractor in estimating the manpower and time required for the relocation service.

Part 7 Contingency Plan

- 7.1 In case of inclement weather, i.e. hoisting of Typhoon Signal No 8 or above or issue of Black Storm Warning Signal, at 7:00 am on the scheduled commencement dates of the action listed in Paragraph 5.1, the disassembling/packing/relocation works will be postponed until the Typhoon Signal is lowered or the Black Storm Warning is cancelled, or to the alternative date to be specified by TD; and the prices, terms and conditions of the Contract shall remain unchanged.

Part 8 Incident Handling

- 8.1 In case of incidents during the physical relocation process, the Contractor must immediately report the status to the designated contact point of TD. The Contractor shall also suggest the remedial actions and fully cooperate with TD to rectify the problems. Examples of incidents include, but not limited to, the failure to meet the planned completion date/time of the relocation tasks by the Contractor.

Part 9 Company Background and Work Plan

9.1 To facilitate the evaluation of the offer by TD, the Contractor should provide the following information in its quotation by completing Tenderer's Background Form in **Schedule 3**:-

- (i) brief introduction of the company background and history;
- (ii) information on Certifications generally recognised in the industry e.g. valid and relevant ISO certifications, possessed by the company;
- (iii) brief information on the company's staffing position;
- (iv) brief information on the number of vehicles and lifting/handling equipment and tools the company possesses or at the full disposal of the company;
- (v) advice on whether sub-contractor will be hired to carry out the project; and
- (vi) supplementary information or views on the work plan which the company would like to draw TD's attention to, if any.

Part 10 Relevant Experience and Job Reference

10.1 Tenderers shall submit the claim on experiences in the following job categories in **Part (A) of Schedule 4**:-

- (i) dismantling and assembling/reinstallation of furniture, e.g. conference tables, partitions, writing desks with side returns, etc;
- (ii) physical removal of furniture, equipment and large volume of files/documents for government departments or large companies;
- (iii) packing and unpacking of large volume of files and publications and other documents;
- (iv) designing and implementing colour-coded labeling system to facilitate relocation of items; and
- (v) central coordination work with other contractors during removal work, including the delivery of briefing sessions.

10.2 Tenderers without experience in **all job categories** as stated in Paragraphs 10.1(i) - (v) above **will not** be considered further.

- 10.3 Tenderers shall have no less than four (4) completed contracts for the relocation service related to the experience mentioned in Paragraphs 10.1(i) - (v) above within the past ten (10) years prior to the Tender Closing Date.
- 10.4 To substantiate compliance with the requirements stated in Paragraph 10.3 above, the Tenderer shall confirm in **Part (B) of Schedule 4** its compliance with the experience requirements as specified in Paragraph 10.3 above and provide documentary evidences which may be in the form of contract copies, letters of acceptance, orders and sales invoices and recommendation letters from previous client.
- 10.5 A Tenderer's Tender **will not be considered** further if:-
- (i) the Tenderer expressly indicated its non-compliance with the experience requirements stipulated in Paragraphs 10.1 and 10.3 above; or
 - (ii) the Tenderer fails to submit documentary evidences as required in Paragraphs 10.1 and 10.3 above before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request at the Government's discretion; or
 - (iii) the documentary evidences submitted fail to prove that the Tenderer is in compliance with the experience requirements as stipulated in Paragraph 10.3 above.

Schedule 1-Price Schedule

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

Name of Tenderer: _____

Date: _____

1.1 Price Schedule

Item	Description of Services	Estimated Contract Price (HK\$)
Provision of relocation service for Transport Department from its eleven (11) current office premises to 5/F, 10/F to 16/F, the South Tower, West Kowloon Government Offices (“WKGO”), 11 Hoi Ting Road, Yau Ma Tei, Kowloon.		
1.	Estimated Quoted Price including all mandatory requirements as stated in the Service Specifications	

Note: The price quoted shall include all expenses necessary for performing the service.**1.2 Payment Discount**

Tenderer is required to indicate in the spaces provided below the discounts on prices it would offer if payment is made in full within the time specified:-

	Discount Allowed
(a) seven (7) clear working days (Note 1) from date of receipt of invoice or from date of acceptance of Services, whichever is the later:	_____ %
(b) eight (8) to fourteen (14) clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later:	_____ %

Remarks:

- (i) If no payment discount is offered, the word ‘NIL’ should be inserted in the spaces
- (ii) Any prompt payment discount offered by Service Provider will not be taken into consideration in the quotation price assessment.

Note 1: Clear working days refer to days excluding Saturdays, Sundays and General Holidays, date of receipt of bill/invoice/acceptance of the service and the date of issue of payment.

Schedule 2 - Statement of Compliance

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

Name of Tenderer: _____

Date: _____

2.1 Compliance of Implementation Schedule

Tenderer shall confirm if it can meet the implementation schedule by completing the below table:

Activity Description	Sub-section ref. in Para. 3.6.1 of Specifications	Completion Date	Compliance and Details of Deviation if any (Yes/ No)
(i) Meeting with TD to conduct pre-move survey and discuss the preliminary removal flow, including the zoning arrangement	(i)	Within one (1) week from date of letter of acceptance	Yes/No
(ii) Provision of draft labour and vehicle deployment plan for the removal	(ii)	Within two (2) weeks from date of letter of acceptance	Yes/No
(iii) Provision of advice on TD's draft relocation plan which will cover, among others: ◆ relocation timetable and rundown ◆ zoning plan ◆ item labeling system	(iii)	Within two (2) weeks from date of letter of acceptance	Yes/No
(iv) Site visit to WKGO	(iv)	Around March/April 2019 and at a time as specified by TD	Yes/No
(v) Meeting with the representatives of TD to discuss and finalise the coordinated relocation plan, timetable, relocation rundown checklist, labour and vehicle deployment, item labeling system and training/briefing materials to staff	(v)	Around March/April 2019 and at a time as specified by TD	Yes/No
(vi) Assisting TD to conduct staff briefing to the supporting staff of TD	(vi)	Around March/April 2019 and at a time as specified by TD	Yes/No

Schedule 2 -Statement of Compliance

2.2 Statement of Compliance

*(a) I/We confirm that the Services offered comply with all the terms, conditions, Service Specifications and Schedules stipulated in this Tender Document.

*(b) I/We confirm that the Services offered do not comply with all the terms, conditions, Service Specifications and Schedules stipulated in the following clause(s):

(* Delete whichever is not applicable)

Clause No.	Details (please use and attach extra pieces of paper if necessary)

Note : A Tenderer's offer that fails to meet any of the mandatory requirements of the Service Specifications will not be considered further.

2.3 Validity Period

My/our Quotation will remain valid (Note 1) for a period of ____days from the Tender Closing Date.

Schedule 2 -Statement of Compliance

2.4 Tender's Declaration on Conviction of Offences

- (a) Tenderer shall declare if it and, where applicable, each of its participants if it is a partnership or unincorporated joint venture or each of its shareholders if it is an incorporated joint venture, has obtained any conviction of an offence under the Employment Ordinance (Cap. 57) or Employees' Compensation Ordinance (Cap. 282) which individually carries a maximum fine corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221), section 17I(1), 38A(4) or 41 of the Immigration Ordinance (Cap. 115), section 89 of the Criminal Procedure Ordinance (Cap. 221), or section 7, 7A or 43E of the Mandatory Provident Fund Schemes Ordinance (Cap. 485) during the five-year period immediately preceding the Tender Closing Date (i.e. from 12 Feb 2014 to 11 Feb 2019) for the performance of a Government service contract or private business contract:

***Yes (With conviction) / *No (No conviction) (*Please delete as appropriate)**

If yes (with conviction), 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)				

- (b) I/We agree to give consent and authorisation to the Government for checking with the authorities concerned to affirm the conviction records for the purposes of assessment of my/our tender in this tender exercise and subsequent management of the Contract.

2.5 Proposed Monthly Wages and Daily Maximum Working Hours for Workman

I/We undertake that the proposed monthly wage and daily maximum working hours for each Workman to be employed under the Contract is of not less than HK\$_____ (Note 2) and _____ hours (Note 3).

Note 1: In accordance with Clause 4.2 of the Terms of Tender, Tenders shall remain valid for 90 days from the closing date. If Tenderers are unable to comply with these requirements, they must clearly indicate here the period for which their Tenders are valid for acceptance.

Note 2: In accordance with Clause 6.1 of the Special Condition of Contract, the proposed monthly wage for each Workman shall not be less than the Statutory Minimum Wages.

Note 3: The proposed daily maximum working hours is on the basis of the net total working hours excluding meal break in respect of a Workman in a working day. In accordance with Clause 7.4 of the Special Conditions of Contract, during a work shift of eight (8) hours or longer, there shall be one (1) meal break of one (1) hour on each work shift for the Workmen.

Schedule 3 - Expertise and Experience

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

Name of Tenderer: _____

Date: _____

3.1 The qualification and experience of the proposed service project manager:

Please **provide the supporting evidence** about the qualification and experience of the project manager in the following table for reference:

Project Manager

Name	Qualification and Experience in Projects of Similar Nature and Scale	Responsibilities of Proposed Project Manager

Please use supplementary sheet(s) if necessary.

Note:

- (a) The project manager shall have at least two (2) years of project management experience in project of similar nature and scale prior to the Tender Closing Date. In the case of previous contracts with an overlapping period, the period of relevant experience in each contract can be taken into account separately in calculating the two (2) years of project management experience.
- (b) **If a Tenderer's offer fails to meet the requirement in sub-clause (a) above, its Tender will not be considered further.**
- (c) **A Tenderer who fails to submit the supporting evidence as stipulated in sub-clause (a) above within the time stipulated at the Government's written request, its Tender will not be considered further.**

Schedule 3 - Expertise and Experience

3.2 The qualification and experience of the proposed on-site supervisor:

Please **provide the supporting evidence** about the qualification and experience of the on-site supervisor in the following table for reference:

On-site Supervisor

Name	Qualification and Experience in Projects	Responsibilities of Proposed On-site Supervisor

Please use supplementary sheet(s) if necessary.

Note:

- (a) The on-site supervisor has experience and expertise in carrying out the services in at least one (1) project of similar nature and scale prior to the Tender Closing Date.
- (b) **If a Tenderer's offer fails to meet the requirement in sub-clause (a) above, its Tender will not be considered further.**
- (c) **A Tenderer who fails to submit the supporting evidence as stipulated in sub-clause (a) above within the time stipulated at the Government's written request, its Tender will not be considered further.**

Schedule 3 – Tenderer's Background Form

Tenderer **must** submit this background form, duly completed, as part of the Tender. Failure to complete this form may result in invalidation of the quotation. (Please use supplementary sheets if necessary)

1. Name of Tenderer :(in English) _____
(in Chinese) _____

2. Present Business : _____

3. Particulars of Company :

(a) Year of Establishment : _____

(b) (i) Ownership : _____

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

(c) No. of Staff : _____

(d) Liability : HK\$ _____ (as at _____)

(e) Capital :

(i) Authorised Capital : HK\$ _____ (as at _____)

(ii) Paid up Capital : HK\$ _____ (as at _____)

(f) Net worth (i.e. Total Assets - Liabilities):

HK\$ _____ (as at _____)

4. Brief introduction of the Company background and history:

--

5. Past experience of the Company in relevant field (with specific locations and dates):

--

6. Certifications generally recognised in the industry e.g. valid and relevant ISO certifications possessed by the Company (please attach the copies):

Name of Certification	Year certification obtained

7. Brief information on the Company's staffing position:

Staffing Type	No. of Full-time Staff	No. of Part-time Staff
Management and Administration Staff		
Professional/Technical Worker *:		
(a)		
(b)		
(c)		
Casual Labourer		
Others		

* Please specify the nature of the profession or skills, e.g. carpenter.

8. Brief information on the number of vehicles and lifting/handling equipment and tools the company possesses or at the full disposal of the Company:

Asset Type		Quantity
Vehicle #	(a)	
	(b)	
	(c)	
	(d)	
Board Trolley (板車)		
Other lifting/handling equipment and tools^	(a)	
	(b)	
	(c)	

Please specify the type and loading size of each vehicle type.

^ Please specify the details of the lifting/handling equipment and tools required.

9. Engagement of Sub-Contractors:

Job Categories for which hiring of sub-contractors may be accepted by TD	Sub-contractor will be hired by the Tenderer (Y/N)	Company name of the sub-contractors intended to be hired, if any, and the Tenderer's past working relationship with them
(a) Dismantling and assembling/ reinstallation of furniture, e.g. conference tables, writing desks with side returns, partitions, etc		
(b) Physical removal of furniture, equipment, files, publications and other items		
(c) Packing and unpacking of files and publications		

10. Supplementary information or views relating to the work plan (with reference to the Time Frame of Relocation and Time Frame of Coordination Work detailed in Paragraphs 3.5 and 3.6 of the Service Specifications) which the Company would like to draw TD's attention to, if any.

--

11. A copy of the Business Registration Certificate, Memorandum and Articles of Association, Certificate of Incorporation or other documents evidencing its business status.
12. I certify that the details of the company stated in this form are true and correct.

Schedule 4 - Relevant Experience and Job Reference

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

Name of Tenderer: _____

Date: _____

**(A) Tenderer's claim on experience in the following job categories
[Please refer to Paragraph 10.1 of the Service Specifications.]**

Job Categories	Compliance with the relevant experience (Yes/No)
(i) dismantling and assembling/re-installation of furniture, e.g. conference tables, partitions, writing desks with side returns, etc;	Yes/No*
(ii) physical removal of furniture, equipment and large volume of files/documents for government departments or large companies;	Yes/No*
(iii) packing and unpacking of large volume of files and publications and other documents	Yes/No*
(iv) designing and implementing colour-coded labeling system to facilitate relocation of items; and	Yes/No*
(v) central coordination work with other contractors during removal work, including the delivery of briefing sessions.	Yes/No*

Note: Tenderers without experience in **all job categories** as stated in sub-clauses (i) - (v) above **will not** be considered further.

**(B) Tenderer's job reference
[Please refer to Paragraph 10.3 of the Service Specifications.]**

* I/We confirm that I/we **have/do not have:**

- No less than four (4) completed contracts for the relocation service related to the experience mentioned in Part (A) above within the past ten years prior to the Tender Closing Date.

* Please delete as appropriate.

Note:

- (a) If a Tenderer does not complete this Parts (A) and (B) above, it shall be deemed that the Tenderer confirms its compliance with the experience requirements specified in Paragraph 10.1 and 10.3 of the Service Specifications
- (b) A Tenderer's Tender **will not be considered** further if:
 - (i) the Tenderer expressly indicated its non-compliance with the experience requirements stipulated in Paragraphs 10.1 and 10.3 of Service Specifications; or
 - (ii) the Tenderer fails to submit documentary evidences as required in Paragraph 10.3 of Service Specifications before the Tender Closing Time or within the time which may subsequently be stipulated in the Government's written request at the Government's discretion; or
 - (iii) the documentary evidences submitted fail to prove that the Tenderer is in compliance with the experience requirements as stipulated in Paragraph 10.3 of Service Specifications.

Schedule 5 – Non-Collusive Tendering Certificate
(to be completed and returned together with the tender submission)

To: Commissioner for Transport

Non-collusive Tendering Certificate

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

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

Non-collusion

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

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

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

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 12.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 12.3 to 12.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (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 Tender and my/our personal information.

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

Name of the authorised signatory :
(where applicable)

Title of the authorised signatory :
(where applicable)

Date :

Schedule 6 – Other Information

(to be completed and returned together with the Price Schedule)

Name of Tenderer: _____

Date: _____

1. Method of providing the Contract Deposit

If the Contract is awarded to us, we shall pay the Government the Contract Deposit ***in cash / by way of a banker's guarantee** (Form of Banker's Guarantee is provided at Attachment B) in accordance with Paragraph 27 of the Terms of Tender.

* Delete as appropriate.

(Note: It is assumed that the Contract Deposit will be paid in cash if the Tenderer does not complete this part)

Schedule 6 – Other Information

2. Contact details of:

(a) the Government Representative: Commissioner for Transport
Procuring Department: Transport Department
Address: 41st Floor, Immigration Tower, 7 Gloucester Road,
Wanchai, Hong Kong
Attn: Transport Executive/West Kowloon Government
Offices (TEEx/WKGO)
Facsimile Number: (852) 2824 0433

(b) the Tenderer:
Address:
Attn:
Telephone Number:
Facsimile Number:
Email Address:

(c) Process Agent (for a Tenderer incorporated, formed or established outside Hong Kong):
Address:
Attn:
Telephone Number:
Facsimile Number:
Email Address:

Reply Slip

To : Commissioner for Transport

(Attn.: TEx/WKGO)

Facsimile : (852) 2824 0433

Tender Ref.: TD 322/2018
Provision of Services for Physical Move of Furniture, Equipment, Files and Other Items from Various Locations to South Tower, West Kowloon Government Offices
for the Transport Department

I/We would like to attend the briefing session to be held at 9:30 a.m. on 23 January 2019 at Room 4110B, 41/F, Immigration Tower, 7 Gloucester Road, Wanchai, Hong Kong and site inspections as stipulated in the Appendix I.

Full name of Representative(s)

Post Title

Mr/Mrs/Ms/Miss _____

Mr/Mrs/Ms/Miss _____

Name of Company: _____

Signature of Authorised Person: _____

Full name (in block letters): _____

Contact Person/Post Title: _____

Telephone No.: _____ Fax No. : _____

Mobile Phone No.: _____ Email : _____

Notes:

- (a) Each prospective Tenderer can register no more than two (2) representatives.
- (b) Please register at or before 5:00 p.m. on 21 January 2019. Late registration may not be accepted.

**Form of
Banker's Guarantee**

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

In favour of

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

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the [day] of [month year] made between «SERVICE PROVIDER_NAME» of «SERVICE PROVIDER_ADDRESS» (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as <<Name of the Procuring Department>> Contract No. «CONTRACT_NUMBER»), the Contractor agreed and undertook to provide _____ upon the terms and conditions of the Contract.

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

Now this Guarantee executed as a deed witnesses as follows:

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

(2) In consideration of the Government's acceptance of the bank named herein as the Guarantor under this Guarantee:

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

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution or where "the Contractor" is a company, any change its member or shareholder or its officers or its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

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

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

(7) This Guarantee shall have immediate effect on the same date as the Contract and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or

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

whichever is the applicable.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Government, at the <<Name of Procuring Department>> of <<Address of the Procuring Department>> marked for the attention of _____, facsimile number _____;

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

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

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

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

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

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

Name of witness:
Title of witness:
Signature of witness:

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

Name of witness:
Title of witness:
Signature of witness:

* Please delete as appropriate

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

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

Information of Site Inspection

Date	Time	Meeting Place	Site Inspection Location
23 Jan 2019	Around 11:00am (after briefing session)	41/F, Immigration Tower, 7 Gloucester Road, Wanchai, Hong Kong	1. Immigration Tower, 7 Gloucester Road, Wanchai 2. MassMutual Tower, 33 Lockhart Road, Wanchai
24 Jan 2019	2:30pm	G/F, Rumsey Street Multi-storey Carpark Building, 2 Rumsey Street, Sheung Wan, Hong Kong	1. Rumsey Street Multi-storey Carpark Building, 2 Rumsey Street, Sheung Wan 2. Harbour Building, 38 Pier Road, Central
25 Jan 2019	2:30pm	G/F, Kowloon Government Offices, 405, Nathan Road, Kowloon	1. Kowloon Government Offices, 405, Nathan Road, Kowloon 2. Yaumatei Carpark Building, 250 Shanghai Street

Note:

- (a) In case of Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force for any duration **at or after 7:00am on 23 Jan 2019; or at or after 12:00 noon on the other scheduled dates (i.e. 24 Jan 2019 and 25 Jan 2019)** of the site inspections, the site inspections scheduled for that day will be cancelled and the Government will notify prospective Tenderers who have submitted the reply slip the arrangement of the rescheduled site inspections.
- (b) The schedule of the site inspections is subject to change at the sole discretion of the Government.

Standard Employment Contract
for Employees of Contractors of Government Service Contract (Note 1)
Government Service Contract No.: _____ (Note 2)

This employment contract is made between _____
 (“the Employer”) at the address of _____
 _____ and Mr/Ms* _____
 (Hong Kong Identity Card No. _____) (“the Employee”) at the address
 of _____. The Employer and the Employee
 understand and agree to observe the terms of employment set out below. Both parties understand
 that this employment contract is governed by the laws of Hong Kong, in particular, the Employment
 Ordinance, Chapter 57, the Employees’ Compensation Ordinance, Chapter 282 and the Minimum
 Wage Ordinance, Chapter 608. Both parties acknowledge that they have read the attached Guidance
 Notes on Signing of Standard Employment Contract (“the Guidance Notes”).

1. This employment contract shall commence on _____ (day/month/year).
2. The Employee shall be employed by the Employer as _____ (post title).
 The place of work is _____ (as
 specified in government service contract no.: _____ (Note
 2)). If necessary, the Employer shall be allowed to deploy the Employee to work within
 _____ region (Note 3) under an urgent
 situation or on an ad hoc and limited basis in the course of this employment contract. (Note 4)
3. (a) The Employee shall work _____ days a week, and his/her daily working hours shall
 be: (Note 5)
 - _____ a.m./p.m.* to _____ a.m./p.m.* and _____ a.m./p.m.* to _____ a.m./p.m.*
 - on shift _____ a.m./p.m.* to _____ a.m./p.m.* and _____ a.m./p.m.* to _____ a.m./p.m.*;
 _____ a.m./p.m.* to _____ a.m./p.m.* and _____ a.m./p.m.* to _____ a.m./p.m.*; or
 _____ a.m./p.m.* to _____ a.m./p.m.* and _____ a.m./p.m.* to _____ a.m./p.m.*
- (b) The meal time of the Employee shall be from _____ a.m./p.m.* to _____
 a.m./p.m.* / _____ hour(s)/minutes* per day and is:
 - counted as hours worked and its pay has been included in the monthly wages payable
 under Clause 6(a); (Note 6)
 - not counted as hours worked and shall be paid at the rate of HK\$ _____ per day on
 top of the monthly wages payable under Clause 6(a);
 - not counted as hours worked and no payment will be made in this respect.

Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above working hours, provided that such adjustment should be on an ad hoc basis and it should not affect the original number of working hours in a day of the Employee.

4. The Employee is entitled to 1 paid rest day in every period of 7 days. The paid rest day for the Employee shall be on every _____/ granted on an irregular basis* (in which case the Employer must inform the Employee in writing of the appointed paid rest days, or exhibit the Employee's roster of paid rest days in a conspicuous place in the place of employment, before the beginning of each month). The rest day pay of the Employee shall be a sum equivalent to the pay for the Employee's work on a normal working day (excluding overtime pay).
5. Contractual day-off other than paid rest days as specified in Clause 4 shall be (if applicable):
 - paid at the rate of HK\$_____per day/a sum equivalent to the pay for the Employee's work on a normal working day* on top of the monthly wages payable under Clause 6(a).
 - unpaid.
6. If the Employee works in accordance with the working hours as specified in Clause 3(a) of this employment contract, he/she shall receive:
 - (a) monthly wages (excluding any overtime pay) of HK\$_____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 4. (Note 6)

Irrespective of the number of days in a particular month, the Employee shall be paid monthly wages equivalent to the wages specified in this employment contract. The Employee's deductions for absence from work shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month.

 - wages for working in each workplace calculated pro rata according to the monthly wages specified in the Tables under Clause 2 of the Schedule if he/she is employed to work for the Employer under different government service contracts undertaken by the Employer in the same region. (The Schedule to this employment contract must also be completed.)

Any allowance shall be paid on top of the above wages.
 - (b) the overtime pay and pay for work on rest day/contractual day-off shall be _____% (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in Clause 3(a) of this employment contract or on a rest day/contractual day-off. (Note 7)
 - (c) the pay for meal time if the periods of meal time as specified in Clause 3(b) are not counted as hours worked and are payable.
 - (d) the pay for contractual day-off, if any, as specified in Clause 5.
 - (e) additional remuneration, if any, in accordance with the Minimum Wage Ordinance. (Note 8)
 - (f) any other sum payable to the Employee under the provisions of this employment contract or the laws of Hong Kong.

7. The wage period shall be one month. Wages (including overtime pay and other sum payable under Clause 6, if any) shall be paid in any case not later than 7 days after the expiry of the wage period. Similarly, wages and any sum due to the Employee (including any other sums due in respect of this employment contract, if any) must be paid not later than 7 days after the termination of the employment contract.
8. The Employer and the Employee agree that all wages (including overtime pay and other sum payable under Clause 6 but excluding any sum payable upon termination of this employment contract) shall be paid directly by way of automatic payment into a bank account in the Employee's name with a bank licensed under the Banking Ordinance, Chapter 155. The Employer shall also provide a wage record (pay slip) setting out the breakdown of wages for each wage period to the Employee for reference. If the Employee agrees, the Employer may pay the sum payable upon termination of this employment contract (including wages) by cheque not later than 7 days after the termination of the contract.
9. No deductions shall be made by the Employer from the wages of the Employee other than permitted deductions made in accordance with the Employment Ordinance and the Employee's contribution in accordance with the Mandatory Provident Fund Schemes Ordinance, Chapter 485, and the sum to be deducted shall not exceed the limit stipulated therein. Subject to the provisions of the law, any operating and/or administrative costs due to wear and tear of fixed assets and equipment including expenses on uniforms (clothing, shoes, socks, etc.), training fees, administrative costs, cleaning fees, tool charges, travelling expenses, deposits, etc, and any sum and/or deductions imposed on the Employer by the procuring department pursuant to the terms of the relevant government service contract shall be borne by the Employer and not be charged to the Employee or recovered by deductions from the Employee's wages.
10. The Employee shall be entitled to statutory rights and benefits and the relevant protection such as rest days, statutory holidays, paid annual leave, maternity leave, paternity leave and sickness allowance in accordance with the Employment Ordinance.
11. The Employer shall arrange the Employee to take rest days, statutory holidays and paid annual leave on separate dates in accordance with the Employment Ordinance. These holidays must not be substituted by each other.
12. The Employer shall comply with the provisions of the Employees' Compensation Ordinance. The Employee shall be entitled to the rights, benefits and protection provided under the Employees' Compensation Ordinance.
13. The Employee is/is not* required to obtain a security personnel permit according to the requirements of the Security and Guarding Services Ordinance, Chapter 460. (Note 9)
14. The Employer shall arrange the Employee to enrol as a member of a mandatory provident fund scheme and pay the contribution to the relevant registered scheme each month in accordance with the Mandatory Provident Fund Schemes Ordinance. The Employer shall issue to the Employee a record of mandatory provident fund contribution within 7 working days after each monthly contribution.

15. When typhoon signal no. 8 or above is hoisted,
- the Employee is not required to work and no wages shall be deducted. The Employee is required to resume duty if typhoon signal no. 8 is lowered not less than _____ hours before close of working hours.
 - the Employee is required to work and is entitled to reimbursement of extra travelling expenses.
 - the Employee is required to work and is entitled to a typhoon allowance of HK\$_____.
16. When black rainstorm warning is hoisted,
- the Employee is not required to work and no wages shall be deducted. The Employee is required to resume duty if the black rainstorm warning is lowered not less than ___ hours before close of working hours.
 - the Employee is required to work and is entitled to reimbursement of extra travelling expenses.
 - the Employee is required to work and is entitled to a rainstorm allowance of HK\$_____.
- 17*. The probation period of the Employee shall be _____ day(s)/month(s) *.
18. Either party may terminate this employment contract under the following circumstances:
- During the first month of the probation period, both parties are not required to give notice or payment in lieu of notice. During the rest of the probation period, a notice period of _____ day(s)/month(s) * or payment in lieu of notice is required.
After the probation period, a notice period of _____ day(s)/month(s) * or payment in lieu of notice is required.
 - There is no probation period, a notice period of _____ day(s)/month(s) * or payment in lieu of notice is required.
19. Should there be any legislative amendment to the relevant legislation subsequent to the signing of this employment contract which in effect confers more favourable terms on the Employee than what he/she is entitled to under this employment contract, the provision of the legislation shall prevail and the employment contract shall be taken to be varied accordingly. Should the rights and benefits conferred on the Employee after the legislative amendment be still less favourable than the terms of this employment contract, the terms of this employment contract shall prevail.
20. The Employer shall provide a copy of this employment contract signed by both parties (including the Schedule to this employment contract, if any, and the attached Guidance Notes on Signing of Standard Employment Contract) to the Employee for his/her retention.
21. Any variation, amendment, cancellation or addition to any terms of this employment contract (including the Schedule) must not extinguish or reduce any right, benefit or protection conferred upon the Employee by this employment contract, and must be duly signed by both

parties, otherwise it shall be void. The Employer shall provide a copy of the amendments duly signed by both parties to the Employee for retention.

22. The Employee consents to the Employer providing his/her wage records, attendance records and other relevant information to _____ [name(s) of procuring department(s)] (Note 10) for the purpose of monitoring the Employer's fulfillment of employment-related obligations under the government service contract(s).
23. The Employee consents to the Employer providing copies of this signed employment contract together with the amendments, if any, to _____ [name(s) of procuring department(s)] (Note 10) for record and for the purpose of monitoring the Employer's compliance with the government service contract(s). The Employee also consents to the procuring department(s) providing copies of this signed employment contract together with any amendments, and any other relevant information to other government departments and enforcement agencies for the purpose of monitoring the Employer's compliance with the relevant legislation.

Employee's signature

Signature of Employer or Employer's representative

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

Name: _____
Post: _____
Date: _____

Company Chop

- * Delete whichever is inapplicable
- Please mark a "✓" at the appropriate box

Notes:

- Note 1: In accordance with the relevant mandatory requirements specified in government service contracts, government service contractors are required to enter into this Standard Employment Contract with each and every employee who is employed to work under government service contracts for more than 7 days in posts which signing of Standard Employment Contract is specified in the relevant government service contracts.
- Note 2: If the Employee is employed by the Employer to work under more than one government service contract undertaken by the Employer in the same region, the parties must also complete the

Schedule but are not required to fill in the government service contract no., Clause 2, Clause 3 and Clause 6(b) of this employment contract.

- Note 3: "Region" refers to an area delineated under the Declaration of Geographical Constituencies (Legislative Council) Order 2011, with the exception of Islands District which is separated from New Territories West. As such, there are 6 relevant regions, namely, Hong Kong Island, Kowloon West, Kowloon East, New Territories West, New Territories East and Islands District. The parties shall state one region only in accordance with the area of the place of work specified in Clause 2.
- Note 4: Clause 2 of this employment contract only provides for deployment of the Employee to work within the region specified in Clause 2 of this employment contract under an urgent situation or on an ad hoc and limited basis in the course of this employment contract and is not applicable to any redeployment of the Employee to other posts or work places as a result of the termination of this employment contract or expiry of the government service contract specified in Clause 2 of this employment contract, which shall be subject to the mutual agreement between the Employer and the Employee and relevant provisions of the Employment Ordinance.
- Note 5: The Employer has committed in the relevant government service contract that the Employee's maximum number of working hours in a day shall be _____ hours.
- Note 6: (i) The wage rate of the monthly wages specified in Clause 6(a) of this employment contract shall not be less than the wage rate of the monthly wages committed by the Employer in the relevant government service contract or with reference to paragraph 2 of the Guidance Notes any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract.
- (ii) The wage rate of the monthly wages specified in Clause 6(a) of this employment contract shall be calculated based on the maximum number of _____ normal working days plus paid rest days per month and the average number of _____ normal hours of work per day. If the period of meal time as specified in Clause 3(b) of this employment contract is counted as hours worked, such period shall be included in the above average number of normal hours of work per day for derivation of the monthly wages.
- (iii) The wage rate of the monthly wages of HK\$ _____ committed by the Employer in the relevant government service contract is calculated on the basis of 31 days (27 normal working days plus 4 paid rest days) per month and the average number of _____ normal hours of work per day. For the avoidance of doubt, the Employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 4 of this employment contract.
- Note 7: The wage rates of overtime pay and pay for work on rest day/contractual day-off specified in Clause 6(b) of this employment contract shall not be less than 100% of the wage rates calculated using the monthly wages specified in Clause 6(a) of this employment contract and the number of normal working days plus paid rest days in the month and the average number of normal hours of work per day specified in Note 6(ii).
- Note 8: Under the Minimum Wage Ordinance, the minimum wage for an employee for a wage period is the amount derived by multiplying the total number of hours (including any part of an hour) worked by the employee in the wage period by the minimum hourly wage rate for the employee provided by the Ordinance. A payment made to an employee in any wage period for any time that is not hours worked by the employee must not be counted as part of the wages payable in respect of that or any other wage period. If the wages payable to an employee in respect of any wage period are less than the minimum wage for the employee for that period, the employee is entitled to additional remuneration in respect of that period of the amount derived by subtracting from that minimum wage the amount of wages that is payable in respect of that period.
- Note 9: All employees employed to perform security work are required to obtain a permit in accordance with the Security and Guarding Services Ordinance.
- Note 10: If the Employee is employed by the Employer to work under more than one government service contract, the names of all relevant procuring departments have to be filled in Clause 22 and Clause 23 of this employment contract.

Standard Employment Contract
for Employees of Contractors of Government Service Contracts
Schedule

(If the Employee is employed by the Employer to work under more than one government service contract in the same region (Note 11), this Schedule should also be completed. Clause 2, Clause 3 and Clause 6(b) of the Standard Employment Contract are not applicable and shall be left blank.)

1. The Employee shall be employed by the Employer for posts of employment terms stated in the Table(s) below. If necessary, the Employer shall be allowed to deploy the Employee to work within ___ region (Note 11) under an urgent situation or on an ad hoc and limited basis in the course of this employment contract. (Note 12)
2. The Employee shall work _____ days a week. The daily working hours shall accord with that specified in the relevant government service contracts awarded to the Employer. Information on relevant government service contracts is listed in the Table(s) below. The actual monthly wages to be received by the Employee shall be calculated in accordance with the monthly wages listed in the following Tables in respect of different government service contracts under which the Employee has worked during a particular month and on the basis of the number of normal working days plus paid rest days in that particular month (if the number of government service contracts is more than two, please continue to list out after Table (2)):

Table (1)	(a)	Government service contract no.		Procuring department	
		Post title		Place of work	
		Number of working hours in a day		Maximum number of working hours in a day	
	(b)	Daily working hours	<input type="checkbox"/> ___ a.m./p.m.* to ___ a.m./p.m.* and ___ a.m./p.m.* to ___ a.m./p.m.* <input type="checkbox"/> on shift ___ a.m./p.m.* to ___ a.m./p.m.* and ___ a.m./p.m.* to ___ a.m./p.m.*; ___ a.m./p.m.* to ___ a.m./p.m.* and ___ a.m./p.m.* to ___ a.m./p.m.*; or ___ a.m./p.m.* to ___ a.m./p.m.* and ___ a.m./p.m.* to ___ a.m./p.m.* The meal time of the Employee shall be from ___ a.m./p.m.* to ___ a.m./p.m.* / ___ hour(s)/minutes* per day and is: <input type="checkbox"/> counted as hours worked and its pay has been included in the monthly wages payable under item (c) of this Table; (Note 13) <input type="checkbox"/> not counted as hours worked and shall be paid at the rate of HK\$_____ per day on top of the monthly wages payable under item (c) of this Table; <input type="checkbox"/> not counted as hours worked and no payment will be made in this respect. Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above daily working hours, provided that such adjustment shall be on an ad hoc basis and it shall not affect the original number of working hours in a day of the Employee.		
	(c)	If the Employee works in accordance with the working hours as specified in item (b) of this Table and works _____ days a week, he/she shall receive monthly wages (excluding any overtime pay) of HK\$_____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 4 of the Standard Employment Contract. (Note 13)			

	(d) The wage rate for overtime pay and pay for work on rest day/contractual day-off shall be % (the entered figure must not be less than 100) of the pay for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in item (b) of this Table or on a rest day/contractual day-off. (Note 14)			
Table (2)	(a) Government service contract no.		Procuring department	
	Post title		Place of work	
	Number of working hours in a day		Maximum number of working hours in a day	
(b)	Daily working hours	<input type="checkbox"/> ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.* <input type="checkbox"/> on shift ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*; ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.*; or ____ a.m./p.m.* to ____ a.m./p.m.* and ____ a.m./p.m.* to ____ a.m./p.m.* The meal time of the Employee shall be from ____ a.m./p.m.* to ____ a.m./p.m.* / ____ hour(s)/minutes* per day and is: <input type="checkbox"/> counted as hours worked and its pay has been included in the monthly wages payable under item (c) of this Table; (Note 13) <input type="checkbox"/> not counted as hours worked and shall be paid at the rate of HK\$ ____ per day on top of the monthly wages payable under item (c) of this Table; <input type="checkbox"/> not counted as hours worked and no payment will be made in this respect. Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above daily working hours, provided that such adjustment shall be on an ad hoc basis and it shall not affect the original number of working hours in a day of the Employee.		
(c)	If the Employee works in accordance with the working hours as specified in item (b) of this Table and works ____ days a week, he/she shall receive monthly wages (excluding any overtime pay) of HK\$ ____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 4 of the Standard Employment Contract. (Note 13)			
(d)	The wage rate for overtime pay and pay for work on rest day/contractual day-off shall be % (the entered figure must not be less than 100) of the pay for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours as specified in item (b) of this Table or on a rest day/contractual day-off. (Note 14)			

3. If the Employee works under different government service contracts awarded to the Employer:

- (a) The statutory benefits of the Employee including holiday pay, annual leave pay and sickness allowance shall be calculated in accordance with the Employment Ordinance.

If it is not possible to ascertain the amount of holiday pay, annual leave pay, sickness allowance and other statutory benefits to which the Employee is entitled, the sum shall be calculated in accordance with the highest monthly wages among those listed in the Tables under Clause 2 of this Schedule.

- (b) The rest day pay of the Employee shall be the average daily wages of the Employee for work on a normal working day (excluding overtime pay) in the month. The Employer shall pay the Employee such rest day pay not later than the day on which the Employee is next paid his wages after the rest day.
- (c) If the Employee is not provided with any work for a period, the Employee shall still receive wages equivalent to the wages which he/she would have earned if he/she had worked for that period during which work is not provided.

If it is not possible to ascertain the wages which the Employee would have earned for the

period during which work is not provided, the sum shall be calculated in accordance with the highest monthly wages among those listed in the Tables under Clause 2 of this Schedule.

- The Employer and the Employee may choose an amount calculated at a wage rate no less than the highest wage rate of the monthly wages among those listed in the Tables under Clause 2 of this Schedule for calculating the monthly wages of the Employee. If this is the case, the Employee shall work in accordance with the number of working days as specified in Clause 2 of this Schedule and the working hours as specified in the relevant government service contracts, and he/she shall receive monthly wages (excluding any overtime pay) of HK\$_____, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay as specified in Clause 4 of the Standard Employment Contract. The overtime pay and pay for work on rest day/contractual day-off shall be _____% (the entered figure must not be less than 100) of the wage rate for the Employee's work on his/her normal working days if the Employee is required to work beyond the daily working hours in respect of the relevant government service contract as specified in the Tables under Clause 2 of this Schedule or on a rest day/contractual day-off. (Note 15)

Employee's signature

Signature of Employer or Employer's representative

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

Name: _____
Post: _____
Date: _____

Company Chop

- * Delete whichever is inapplicable
 Please mark a "✓" at the appropriate box

Notes:

Note11: "Region" refers to an area delineated under the Declaration of Geographical Constituencies (Legislative Council) Order 2011, with the exception of Islands District which is separated from New Territories West. As such, there are 6 relevant regions, namely, Hong Kong Island, Kowloon West, Kowloon East, New

Territories West, New Territories East and Islands District. The parties shall state one region only in accordance with the area of the place of work specified in Clause 1 of this Schedule.

Note 12: Clause 1 of this Schedule only provides for deployment of the Employee to work within the region specified in Clause 1 of this Schedule under an urgent situation or on an ad hoc and limited basis in the course of this employment contract and is not applicable to any redeployment of the Employee to other posts or work places as a result of the termination of this employment contract or expiry of the government service contracts specified in the Table(s) in Clause 2 of this Schedule, which shall be subject to the mutual agreement between the Employer and the Employee and relevant provisions of the Employment Ordinance.

Note 13: (i) The wage rates of the monthly wages listed in the Tables under Clause 2 of this Schedule shall not be less than the wage rates of the monthly wages committed by the Employer in the relevant government service contracts or with reference to paragraph 2 of the Guidance Notes any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract.

(ii) The wage rates of the monthly wages listed in the Tables under Clause 2 of this Schedule are calculated based on the following maximum number of normal working days plus paid rest days per month and average number of normal hours of work per day. If the periods of meal time as specified in the Tables under Clause 2 of this Schedule are counted as hours worked, such periods shall be included in the average number of normal hours of work per day for derivation of the monthly wages.

	<u>Table (1)</u>	<u>Table (2)</u>
Maximum number of normal working days plus paid rest days per month	days	days
Average number of normal hours of work per day	hours	hours

(iii) The wage rates of the monthly wages committed by the Employer in the relevant government service contracts specified in the Tables under Clause 2 of this Schedule are calculated on the basis of 31 days (27 normal working days plus 4 paid rest days) per month and the following average number of normal hours of work per day:

	<u>Table (1)</u>	<u>Table (2)</u>
Monthly wages committed in government service contract	HK\$	HK\$
Average number of normal hours of work per day	hours	hours

For the avoidance of doubt, the employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 4 of the Standard Employment Contract.

Note 14: The wage rates of overtime pay and pay for work on rest day/contractual day-off specified in the Tables under Clause 2 of this Schedule shall not be less than 100% of the wage rates calculated using the monthly wages specified in item (c) of the Tables under Clause 2 of this Schedule and the relevant number of normal working days plus paid rest days in the month and the average number of normal hours of work per day as specified in Note 13(ii).

Note 15: The wage rates of overtime pay and pay for work on rest day/contractual day-off shall not be less than 100% of the wage rates calculated based on the chosen monthly wages specified in the second box of Clause 3 of this Schedule, the number of normal working days plus paid rest days in the month and the average number of normal hours of work per day.

Guidance Notes on Signing of Standard Employment Contract (SEC) for Employees of Contractors of Government Service Contracts

The Guidance Notes explain the points to note when filling in the SEC and the Schedule. Before signing the SEC, the employer and the employee should read the contents of the SEC and these Guidance Notes thoroughly to ensure that both parties understand all the contents. The employer and the employee should refer to the Employment Ordinance (Cap. 57) for statutory provisions on employees' rights and benefits. Please note that the Employment Ordinance only lays down the minimum requirements of employment terms. Employers and employees may enter into employment terms more favourable than those provided in the Employment Ordinance. They may also refer to the booklet "A Concise Guide to the Employment Ordinance" published by the Labour Department for reference.

Points to note when filling in the SEC and the Schedule

2. The monthly wages committed by the employer in the government service contract shall not be less than the amount derived by multiplying the maximum number of normal working days plus paid rest days per month (i.e. 27 normal working days plus 4 paid rest days) and the average number of normal hours of work per day of the employee by the prescribed minimum hourly wage rate under the Minimum Wage Ordinance ("statutory minimum wage plus rest day pay rate"). However, if the wage rate of the average monthly wages for a particular industry/occupation as published in the Census and Statistics Department's Quarterly Report of Wage and Payroll Statistics (December 2010 edition) ("C&SD rate") is higher than the "statutory minimum wage plus rest day pay rate", the "C&SD rate" should be adopted. Besides, the employee's wages shall not be less than any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance. Employees with disabilities are entitled to the same monthly wage rate committed by the employer in the relevant government service contract. Please refer to Schedule 3 of the Minimum Wage Ordinance and the Quarterly Report of Wage and Payroll Statistics (December 2010 edition) for details of the prescribed minimum hourly wage rate and the average monthly wages for the relevant industry/occupation. For the avoidance of doubt, the employee is entitled to 1 paid rest day in every period of 7 days in accordance with Clause 4 of the SEC.
3. The employer and the employee can make reference to the examples listed in the last part of these Guidance Notes in determining the employee's monthly wages, adjusting the employee's monthly wages upon revision of the statutory minimum wage rate and calculating deductions for absence from work, overtime pay, pay for work on rest day/contractual day-off and statutory benefits.
4. If the employee is employed to work under a single government service contract, Clause 2, Clause 3 and Clause 6(b) of the SEC on the workplace, working hours as well as overtime pay and pay for work on rest day/contractual day-off, have to be filled in. It is not necessary to fill in the Schedule. However, if the employee is employed by the employer to work under more than one government service contract in the same region, then the parties have to complete the Schedule, but not Clause 2, Clause 3 and Clause 6(b) of the SEC. The completed Schedule is an integral part of the SEC.
5. When filling in Clause 3 of the SEC on the working hours of the employee, the employer should also fill in Note 5 regarding the employee's maximum number of working hours in a day. This maximum number of working hours in a day must be the same as that specified in the relevant government service contract.
6. When filling in the monthly wages of the employee in Clause 6(a) of the SEC, the wage rate of the monthly wages shall not be less than the wage rate of the monthly wages committed by the employer in the relevant government service contract or with reference to paragraph 2 above any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Besides, the employer should also fill in Note 6(ii) regarding the information on the maximum number of normal working days plus paid rest days per month and the

average number of normal hours of work per day of the employee which form the basis for working out the monthly wages specified in Clause 6(a) of the SEC, and in Note 6(iii) the information on the monthly wages committed by the employer in the relevant government service contract (such information must be the same as that specified in the relevant government service contract). When filling in Note 6(ii), the employer should derive the maximum number of normal working days plus a paid rest day for every 7 days in a month of 31 days as follows: (number of normal working days per week + 1 paid rest day) x 4 (weeks) + maximum number of working days/paid rest day for the remaining week. The maximum number of working days/paid rest day for the remaining week shall be equal to the number of normal working days per week of the employee + 1 paid rest day or 3 days, whichever is lower. (Please refer to Examples 1 and 2.)

7. When filling in the monthly wages, if the employee is employed to work under more than one government service contract, please mark a “✓” at the second box of Clause 6(a) of the SEC and fill in information such as the relevant government service contract numbers, places of work, working hours and monthly wages in the Schedule. The monthly wages of the employee should be derived with reference to paragraph 6 above. If the employee works under different government service contracts, the actual monthly wages to be received by the employee shall be calculated in accordance with the monthly wages specified in the Tables under Clause 2 of the Schedule in respect of different government service contracts under which he/she has worked on the basis of the number of normal working days plus paid rest days in a particular month. If, in the future, there is a change in the number of government service contracts listed in the Schedule, the employer should comply with Clause 21 of the SEC and amend the Schedule.

8. To avoid confusion, the “monthly wages” under SEC do not include any overtime pay and allowances. Except for deductions of wages made in accordance with the Employment Ordinance and the Mandatory Provident Fund Schemes Ordinance (Cap. 485), the wages provided by the employer shall not be less than the monthly wages specified in the employment contract. The monthly wages shall not be broken down into different items, but they may include other wage items on top of the monthly wages. (For example, if the monthly wages are HK\$9,000, and the employer pays an additional allowance of HK\$500, the total monthly wages of the employee shall be HK\$9,500.) The employee’s monthly wages and other income should not be labelled as housing allowance.

9. The employee employed under the SEC is monthly-rated. Deductions for absence from work and the wage rate for overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month. (Please refer to Examples 3 and 4.) The statutory benefits of the employee such as holiday pay, annual leave pay, sickness allowance, maternity leave pay and paternity leave pay, shall be calculated in accordance with the provisions of the Employment Ordinance. (Please refer to Examples 7 – 11.)

10. When filling in the monthly wages in the Tables under Clause 2 of the Schedule for the employee working under different government service contracts, the wage rate shall not be less than the wage rates of the monthly wages committed by the employer in the relevant government service contracts or with reference to paragraph 2 above any adjusted wage level brought about by future revisions of the prescribed minimum hourly wage rate under the Minimum Wage Ordinance, whichever is higher. Besides, the employer should also fill in Note 13 regarding the information on the maximum number of normal working days plus paid rest days per month and the average number of normal hours of work per day which form the basis for working out the monthly wages specified in the Tables under Clause 2 of the Schedule, and also information on the monthly wages committed by the employer in the relevant government service contracts (such information must be the same as that specified in the relevant government service contracts).

11. The rest day pay for an employee who is employed to work under more than one government service contract shall be the average daily wages of the employee for work on a normal working day (excluding overtime pay). (Please refer to Example 5.)

12. For the calculation of the monthly wages in the second box of Clause 3 of the Schedule for an employee who is employed to work under more than one government service contract, the employer and the employee may choose an amount calculated at a wage rate no less than the highest wage rate worked out from among those monthly wages listed in the Tables under Clause 2 of the Schedule. If the employee is required to work beyond the daily working hours in respect of the relevant government service contract as specified in the Tables under Clause 2 of the Schedule or on a rest day/contractual day-off, he/she shall be paid overtime pay or pay for work on a rest day/contractual day-off. The relevant wage rates should not be less than 100% of the wage rates calculated based on the chosen monthly wages and the number of normal working days plus paid rest days in the month and the average number of normal hours of work per day based on which the chosen monthly wages are worked out. (Please refer to Example 6.)

13. If an employee is on leave or absent from work, whatever the circumstances may be, the employer shall make staffing arrangements as appropriate and pay wages to the substitute worker. The employer shall not ask the employee to hire his/her own substitute or pay wages to the substitute.

14. For details of the employment terms, employers and employees are advised to refer to the employment contract and the Employment Ordinance. Any term of an employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon an employee by the Employment Ordinance shall be void.

Contributions to Mandatory Provident Fund

15. An employer is obliged to enrol his/her employee aged between 18 and 65 in a mandatory provident fund scheme if the employee is employed for 60 days or more. The employer shall make the monthly contribution for the employee to the relevant registered scheme from his/her own funds. For details, please refer to the Mandatory Provident Fund Schemes Ordinance.

Examples for illustration

16. Examples listed below are for employers' reference for calculating employees' monthly wages, deductions for absence from work, overtime pay, pay for work on rest day/contractual day-off and statutory benefits.

Determining the monthly wages

Example 1

According to the relevant government service contract, the committed monthly wages for a cleaner are \$8,556.0 (calculated based on the normal working days plus paid rest days per month of 31 days and the average number of normal hours of work per day of 8). As per Clause 3 of SEC, if the cleaner:

- works 6 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **31 days**
[6 (days) + 1 (day)] x 4 + 3 normal working days/paid rest day = 31 days
and his/her monthly wages shall not be less than **\$8,556.0** ;
- works 5.5 days per week and 8 hours per day, his/her maximum number of normal working days plus paid rest days per month shall be **29 days**
[5.5 (days) + 1 (day)] x 4 + 3 normal working days/paid rest day = 29 days
and his/her monthly wages shall not be less than **\$8,004.0**
[\$8,556.0 ÷ 31(days) x 29(days) = \$8,004.0];
- works 5 days per week and 8 hours per day, his/her maximum number of normal working days

plus paid rest days per month shall be **27 days**
[5 (days) + 1 (day)] x 4 + 3 normal working days/paid rest day = 27 days
and his/her monthly wages shall not be less than **\$7,452.0**
[\$8,556.0 ÷ 31(days) x 27(days) = \$7,452.0];

- works 6 days per week and 6 hours per day, his/her monthly wages shall not be less than **\$6,417.0**
[\$8,556.0 ÷ 8(hours) x 6(hours) = \$6,417.0]; or
- works 6 days per week, 8 hours per day plus 1-hour paid meal time which is counted as hours worked, his/her monthly wages shall not be less than **\$9,625.5**
[\$8,556.0 ÷ 8(hours) x 9(hours) = \$9,625.5].

Adjusting the monthly wages upon revision of the statutory minimum wage rate

Example 2

According to the relevant government service contract, the committed monthly wages for a cleaner are \$8,060.0 (calculated based on the normal working days plus paid rest days per month of 31 days, the average number of normal hours of work per day of 8). With reference to paragraph 2 of the Guidance Notes, the adjusted wage level of the cleaner brought about by revision of the prescribed minimum hourly wage rate from \$32.5 to \$34.5 shall be **\$8,556.0** (\$34.5 x 31 days x 8 hours = \$8,556.0). As per Clause 3 and Note 6(i) of the SEC, if the cleaner:

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

Calculating deductions for absence from work

Example 3

An employee's deductions for absence from work shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month:

- (1) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off and his/her monthly wages as per Clause 6(a) of the SEC are \$8,556.0, and he/she:
 - is absent from work on any one day in February, and there are 28 calendar days in February, the

deduction for absence from work shall be **\$305.6**

$[\$8,556.0 \div 28(\text{days}) = \$305.6]$;

- is absent from work on any one day in March, and there are 31 calendar days in March, the deduction for absence from work shall be **\$276.0**
 $[\$8,556.0 \div 31(\text{days}) = \$276.0]$; or
- is absent from work on any one day in April, and there are 30 calendar days in April, the deduction for absence from work shall be **\$285.2**
 $[\$8,556.0 \div 30(\text{days}) = \$285.2]$.

(2) If an employee works 5 days per week and 8 hours per day, he has one contractual day-off per week and his/her monthly wages as per Clause 6(a) of the SEC are \$7,452.0, and he/she:

- is absent from work on any one day in February and there are 28 calendar days in February, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$310.5**
 $[\$7,452.0 \div (28 - 4(\text{days})) = \$310.5]$;
- is absent from work on any one day in March, there are 31 calendar days in March, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$276.0**
 $[\$7,452.0 \div (31 - 4(\text{days})) = \$276.0]$; or
- is absent from work on any one day in April, there are 30 calendar days in April, and there are 4 contractual day-off in the month, the deduction for absence from work shall be **\$286.6**
 $[\$7,452.0 \div (30 - 4(\text{days})) = \$286.6]$.

(3) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off and his/her monthly wages as per Clause 6(a) of the SEC are \$8,556.0, and if he/she has taken 5 days of annual leave in March, and there are 31 calendar days in March, the deduction for absence from work for any one day in March shall be **\$276.0**.

$[\$8,556.0 \div 31(\text{days})^{\#} = \$276.0]$

[#]In calculating the deduction for absence from work in March, the number of the employee's normal working days (which includes the 5 days of annual leave falling on his/her normal working days) plus paid rest days shall remain as 31 days.)

Calculating overtime pay and pay for work on rest day/contractual day-off

Example 4

- (1) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off and his/her monthly wages as per Clause 6(a) of the SEC are \$8,556.0,
- the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in February (there are 28 calendar days in February) shall not be less than:
 - daily: **\$305.6** $[\$8,556.0 \div 28(\text{days}) = \$305.6]$; and
 - hourly: **\$38.2** $[\$8,556.0 \div 28(\text{days}) \div 8(\text{hours}) = \$38.2]$.
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in March (there are 31 calendar days in March) shall not be less than:
 - daily: **\$276.0** $[\$8,556.0 \div 31(\text{days}) = \$276.0]$; and
 - hourly: **\$34.5** $[\$8,556.0 \div 31(\text{days}) \div 8(\text{hours}) = \$34.5]$.
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in April (there are 30 calendar days in April) shall not be less than:
 - daily: **\$285.2** $[\$8,556.0 \div 30(\text{days}) = \$285.2]$; and
 - hourly: **\$35.7** $[\$8,556.0 \div 30(\text{days}) \div 8(\text{hours}) = \$35.7]$.
- (2) If an employee works 5 days per week and 8 hours per day, he/she has one contractual day off per week and his/her monthly wages as per Clause 6(a) of the SEC are \$7,452.0,

- the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in February (there are 28 calendar days in February and 4 contractual day-off in the month) shall not be less than:
 - daily: **\$310.5** { $\$7,452.0 \div [28 - 4(\text{days})] = \310.5 }; and
 - hourly: **\$38.8** { $\$7,452.0 \div [28 - 4(\text{days})] \div 8(\text{hours}) = \38.8 }.
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in March (there are 31 calendar days in March and 4 contractual day-off in the month) shall not be less than:
 - daily: **\$276.0** { $\$7,452.0 \div [31 - 4(\text{days})] = \276.0 }; and
 - hourly: **\$34.5** { $\$7,452.0 \div (31 - 4(\text{days})) \div 8(\text{hours}) = \34.5 } .
 - the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in April (there are 30 calendar days in April and 4 contractual day-off in the month) shall not be less than:
 - daily: **\$286.6** { $\$7,452.0 \div [(30 - 4(\text{days}))] = \286.6 }; and
 - hourly: **\$35.8** { $\$7,452.0 \div [(30 - 4(\text{days}))] \div 8(\text{hours}) = \35.8 }.
- (3) If an employee works 6 days per week and 8 hours per day, he/she has no contractual day-off and his/her monthly wages as per Clause 6(a) of the SEC are \$8,556.0, and if he/she has taken one statutory holiday in January, and there are 31 calendar days in January, the wage rates of his/her overtime pay and pay for work on rest day/contractual day-off in January shall not be less than:
- daily: **\$276.0** [$\$8,556.0 \div 31(\text{days})^{\#} = \276.0]; and
 - hourly: **\$34.5** [$\$8,556.0 \div 31(\text{days})^{\#} \div 8(\text{hours}) = \34.5].

[#]In calculating the overtime pay and pay for work on rest day/contractual day-off in January, the number of the employee's normal working days (which includes the statutory holiday falling on his/her normal working days) plus paid rest days shall remain as 31 days.)

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

Example 5

- (1) An employee is employed to work for two government service contracts, and the monthly wages in the Tables under Clause 2 of the Schedule are \$8,556.0 [Table (1)] and \$8,804.0 [Table (2)] respectively. The employee is required to work 6 days per week and 8 hours per day with 1 paid rest day every 7 days.
- If the employee has 4 paid rest days in a month of 30 days, the employee works 10 days for the contract in Table (1) and 16 days for the contract in Table (2),
 - his/her wages for the 26 days' work is: **\$7,547.5**;
[$\$8,556.0 \div 30(\text{days}) \times 10(\text{days}) + \$8,804.0 \div 30(\text{days}) \times 16(\text{days}) = \$7,547.5$]
 - his/her rest day pay shall not be less than **\$290.3** per rest day ; and
[$\$7,547.5 \div 26(\text{days}) = \290.3]
 - his/her monthly wages for the month shall not be less than **\$8,708.7**.
[$\$7,547.5 + \$290.3 \times 4(\text{days}) = \$8,708.7$]
 - If the employee has 5 paid rest days in a month of 31 days, the employee works 14 days for the contract in Table (1) and 12 days for the contract in Table (2),
 - his/her wages for the 26 days' work is: **\$7,272.0**;
[$\$8,556.0 \div 31(\text{days}) \times 14(\text{days}) + \$8,804.0 \div 31(\text{days}) \times 12(\text{days}) = \$7,272.0$]
 - his/her rest day pay shall not be less than **\$279.7** per rest day; and
[$\$7,272.0 \div 26(\text{days}) = \279.7]
 - his/her monthly wages for the month shall not be less than **\$8,670.5**.
[$\$7,272.0 + \$279.7 \times 5(\text{days}) = \$8,670.5$]
- (2) An employee is employed to work for two government service contracts, and the monthly wages in

the Tables under Clause 2 of the Schedule are \$7,452.0 [Table (1)] and \$7,668.0 [Table (2)] respectively. The employee is required to work 5 days per week and 8 hours per day with 1 paid rest day every 7 days.

- If the employee has 4 paid rest days and 4 contractual day-off in a month of 30 days, the employee works 10 days for the contract in Table (1) and 12 days for the contract in Table (2),
 - his/her wages for the 22 days' work: **\$6,405.3**;
 $\{ \$7,452.0 \div [30 - 4 \text{ (days)}] \times 10 \text{ (days)} + \$7,668.0 \div [30 - 4 \text{ (days)}] \times 12 \text{ (days)} = \$6,405.3 \}$
 - his/her rest day pay shall not be less than **\$291.2** per rest day; and
 $[\$6,405.3 \div 22 \text{ (days)} = \$291.2]$
 - his/her monthly wages for the month shall not be less than **\$7,570.1**.
 $\{ \$6,405.3 + [\$291.2 \times 4 \text{ (days)}] = \$7,570.1 \}$
- If the employee has 5 paid rest days and 4 contractual day-off in a month of 31 days, the employee works 11 days for the contract in Table (1) and 11 days for the contract in Table (2),
 - his/her wages for the 22 days' work: **\$6,160.0**;
 $\{ \$7,452.0 \div [31 - 4 \text{ (days)}] \times 11 \text{ (days)} + \$7,668.0 \div [31 - 4 \text{ (days)}] \times 11 \text{ (days)} = \$6,160.0 \}$
 - his/her rest day pay shall not be less than **\$280.0** per rest day; and
 $[\$6,160.0 \div 22 \text{ (days)} = \$280.0]$
 - his/her monthly wages for the month shall not be less than **\$7,560.0**.
 $\{ \$6,160.0 + [\$280.0 \times 5 \text{ (days)}] = \$7,560.0 \}$

Calculating the highest monthly wages chosen for the employee who is employed to work for more than one government service contract and the employee's overtime pay and pay for work on rest day/contractual day-off

Example 6

An employee is employed to work for two government service contracts and he/she agrees with his/her employer to choose an amount calculated at a wage rate no less than the highest wage rate of the monthly wages among those listed in the Tables under Clause 2 of the Schedule for calculating his/her monthly wages, overtime pay and pay for work on rest day/contractual day-off. If the employee is required to work 6 days a week and:

- (1) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:
 - \$8,556.0 [working 6 days a week and 8 hours a day in Table (1)]; and
 - \$8,804.0 [working 6 days a week and 8 hours a day in Table (2)],
 the monthly wages chosen shall not be less than **\$8,804.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$8,804.0.
- (2) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:
 - \$7,452.0 [working 5 days a week and 8 hours a day in Table (1)]; if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$8,556.0
 $[\$7,452.0 \div 27 \text{ (days)} \times 31 \text{ (days)} = \$8,556.0]$; and
 - \$8,236.0 [working 5.5 days a week and 8 hours a day in Table (2)]; if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$8,804.0
 $[\$8,236.0 \div 29 \text{ (days)} \times 31 \text{ (days)} = \$8,804.0]$,

then the monthly wages chosen shall not be less than **\$8,804.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$8,804.0.

- (3) if the monthly wages specified in the Tables under Clause 2 of the Schedule are:
 - \$7,452.0 [working 5 days a week and 8 hours a day in Table (1)], if the employee is required to

work 6 days a week and 8 hours a day, then the monthly wages shall be \$8,556.0
[\$7,452.0 ÷ 27(days) x 31(days) = \$8,556.0]; and

- \$5,751.0 [working 5 days a week and 6 hours a day in Table (2)], if the employee is required to work 6 days a week and 8 hours a day, then the monthly wages shall be \$8,804.0
[\$5,751.0 ÷ 27(days) x 31(days) ÷ 6(hours) x 8(hours) = \$8,804.0],

then the monthly wages chosen shall not be less than **\$8,804.0**. The wage rates of the employee's overtime pay and pay for work on rest day/contractual day-off shall be calculated on the basis of the monthly wages of \$8,804.0.

Calculating holiday pay

Example 7

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$8,556.0 (working 6 days per week and 8 hours per day). The holiday pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the holiday: \$101,568.0, including wages of 301 days of work, 52 paid rest days and 8 paid statutory holidays. No overtime work is performed during the period.
- Leave taken with less than full wages in the 12-month period: 4 statutory holidays without pay (statutory holidays falling within the first 3 months of employment are without pay).
- Periods and the sum to be disregarded: 4 days of statutory holidays without pay (as the 4 days are statutory holidays without pay, the amount to be disregarded will be \$0).
- Holiday pay: $[(\$101,568.0 - 0) \div (365 - 4) \text{ (days)}] = \281.4

Calculating annual leave pay

Example 8

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$8,004.0 (working 5.5 days per week and 8 hours per day). 5 days of annual leave pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the annual leave: \$96,048.0, including wages for 275 days of work and the following leaves (no overtime work is performed during the period):
 - 52 paid rest days
 - 12 paid statutory holidays
 - 26 unpaid contractual day-off.
- Periods and the sum to be disregarded: 26 unpaid contractual day-off (as the 26 contractual day-off are unpaid, the amount to be disregarded will be \$0).
- 5-day annual leave pay: $[(\$96,048.0 - 0) \div (365 - 26) \text{ (days)} \times 5 \text{ (days)}] = \$1,416.6$.

Example 9

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$8,556.0 (working 6 days per week and 8 hours per day). 5 days of annual leave pay (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the annual leave: \$129,672.0, including
 - \$102,672.0 for 301 days of work, 52 paid rest days and 12 paid statutory holidays
 - Overtime pay of \$27,000.0 (where the monthly average over the past 12 months is not less than 20% of the average monthly wages of the employee during the same period).
- Periods and the sum to be disregarded: No period and sum have to be disregarded because the employee is not paid less than his full wages for the leave taken in the 12-month period.
- 5-day annual leave pay: $[(\$129,672.0 - 0) \div (365 - 0) \text{ (days)} \times 5 \text{ (days)}] = \$1,776.3$.

Calculating sickness allowance

Example 10

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$7,452.0 (working 5 days per week and 8 hours per day). If the employee is granted 4 consecutive days of sick leave, the sickness allowance of the 4 days (according to the Employment Ordinance) shall be:

- 12-month wages earned immediately preceding the first sickness day: \$88,872.0, including wages of 240 days of work and the following leaves (no overtime work is performed during the period):
 - 52 paid rest days
 - 12 paid statutory holidays
 - 7 days of paid annual leave
 - 52 unpaid contractual day-off
 - 1 day no-pay leave in May (leave taken with the agreement of the Employer)
 - 1 day no-pay leave in July (leave taken with the agreement of the Employer).
- Periods and the sum to be disregarded: 52 unpaid contractual day-off and 2 days of no-pay leave (as the 54 days are no-pay leave, the amount to be disregarded will be \$0).
- 4-day sickness allowance:
$$[(\$88,872.0 - 0) \div (365 - 54) \text{ (days)}] \times 4(\text{days}) \times 4/5 = \$285.8 \times 4(\text{days}) \times 4/5 = \$914.6.$$

Calculating wages in lieu of notice

Example 11

According to Clause 6(a) of the SEC, the monthly wages of an employee are \$8,556.0 (working 6 days per week and 8 hours per day). Clause 17 of the SEC specifies that there is no probation period, and a notice period of 7 days or payment in lieu of notice is required. If the employer terminates the employment, the employee's wages in lieu of notice shall be:

- 12-month wages earned immediately preceding the date of notification: \$102,672.0, including wages of 301 days of work, 52 paid rest days and 12 paid statutory holidays. No overtime work is performed during the period.
- Periods and the sum to be disregarded: No period and sum have to be disregarded because the employee is not paid less than his full wages for the leave taken in the 12-month period.
- Amount of 7 days' wages in lieu of notice:
$$[(\$102,672.0 - 0) \div (365 - 0) \text{ (days)}] \times 7(\text{days}) = \$1,969.1.$$

April 2017

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

本僱傭合約由_____ (「僱主」) 其地址為_____

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

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

一、 本僱傭合約由_____年_____月_____日起生效。

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

三、 (甲) 僱員每星期工作_____天，每天的工作時間：(註 5)

上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。

分更制的

上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____；

上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____；或

上/下午*_____至上/下午*_____及上/下午*_____至上/下午*_____。

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

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

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

不屬於工作時數及無薪。

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

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

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

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

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

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

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

僱員簽名

僱主或代表簽名

姓名：_____

姓名：_____

香港身份證號碼：_____

職位：_____

簽署日期：_____

簽署日期：_____

公司印鑑

* 請刪去不適用者

請於適當方格劃上“✓”號

附註

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

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

註 3：「區域」是指根據《2011年地方選區(立法會)宣布令》而劃分的地區，但將離島區獨立於新界西；因此，有關分區是 6 區，分別為：香港島、九龍西、九龍東、新界西、新界東以及離島。而「區域」只可填寫其中一區並只限於第二條款中所指的工作地點的所屬區域範

圍。

註 4：本僱傭合約第二條款只規定僱主可在本僱傭合約期內緊急或短暫及有限度調配僱員在本僱傭合約第二條款列明的區域內工作，並不適用於因本僱傭合約終止或本僱傭合約第二條款列明的政府服務合約屆滿而重新調配僱員到其他職位或工作地點的安排。這類安排，須經僱主及僱員雙方協議並符合《僱傭條例》的有關規定。

註 5：僱主在有關政府服務合約內承諾僱員每天准予工作時數上限為_____小時。

註 6：(i) 本僱傭合約第六(甲)條款訂明的每月工資的工資率，須不低於僱主在有關政府服務合約內承諾的每月工資的工資率，或參照簽訂標準僱傭合約須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。殘疾僱員的工資，同樣須以僱主在有關政府服務合約內承諾的每月工資的工資率計算。

(ii) 本僱傭合約第六(甲)條款的每月工資的工資率是以每月最高正常工作日數加有薪休息日共_____天及平均每日正常工作時數_____小時為基數計算。如根據本僱傭合約第三(乙)條款，僱員的用膳時間屬於工作時數，則在計算僱員每月工資時，上述平均每日正常工作時數須包括該段用膳時間。

(iii) 僱主在有關政府服務合約內承諾的每月工資港幣_____元的工資率，是以每月 31 天(27 天正常工作日加 4 天有薪休息日)及平均每日正常工作時數_____小時為基數計算。為免生疑問，根據本僱傭合約第四條款，僱員每 7 天可享有 1 天有薪休息日。

註 7：本僱傭合約第六(乙)條款的超時工作工資率和休息日/休班日工作工資率，須不低於根據本僱傭合約第六(甲)條款所列的每月工資，以及僱員在該月正常工作日加有薪休息日的日數和註 6(ii)列的平均每日正常工作時數所計算出的工資率的100%。

註 8：根據《最低工資條例》，僱員就某工資期應獲支付的最低工資，應相等於將他於該工資期的總工作時數(不足一小時亦須計算在內)，乘以該條例所訂定的他的每小時最低工資額。於任何工資期內就某僱員的非工作時數而支付予該僱員的款項，不得算作為須就該工資期或任何其他工資期支付的工資的一部分。如就某工資期支付予某僱員的工資，少於他於該工資期的最低工資，則他有權就該工資期獲得額外報酬，款額為從該筆最低工資中，減去須就該工資期支付的工資後所得之數。

註 9：僱員若受聘擔任保安工作，必須根據《保安及護衛服務條例》申領保安人員許可證。

註 10：如僱員受聘在多於一份政府服務合約中工作，必須在本僱傭合約第廿二及廿三條款中填寫所有有關的採購部門之名稱。

**適用於政府服務合約承辦商
與其僱員的標準僱傭合約
附表**

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

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

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

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

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

三、如僱員在僱主所投得的不同政府服務合約下工作：

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

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

僱員簽名

僱主或代表簽名

姓名：_____

香港身份證號碼：_____

簽署日期：_____

姓名：_____

職位：_____

簽署日期：_____

公司印鑑

- * 請刪去不適用者
 請於適當方格劃上“✓”號

附註

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

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

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

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

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

為免生疑問，根據本標準僱傭合約第四條款，僱員每7天可享有1天有薪休息日。

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

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

適用於政府服務合約承辦商 與其僱員簽訂標準僱傭合約須知

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

填寫標準僱傭合約及附表必須注意事項

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

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

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

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

六、 填寫標準僱傭合約第六(甲)條款有關僱員的每月工資時，該每月工資的工資率須不低於僱主在有關政府服務合約內承諾每月工資的工資率，或參照本須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。此外，僱主須同時填寫註6(ii)關於標準僱傭合約第六(甲)條款，及註6(iii)每月工資的工資率所對應的僱員最高每月正常工作日加休息日的日數及平均每日正常工作時數的資料，以及僱主在有關政府服務合約內承諾每月工資的資料(有關資料必須與政府服務合約內所載的相關資料相同)。僱主在填寫註6(ii)時須以一個月31天，最高正常工作日日數加每七天有一天有薪休息日計算，計算方法為： $(\text{每星期正常工作日日數} + 1 \text{ 日有薪休息日}) \times 4 \text{ (星期)} + \text{餘下星期的最高正常工作日日數} / \text{有薪休息日日數}$ 。餘下星期的最高正常工作日日數/有薪休息日日數相等於每星期正常工作日日數 + 1 日有薪休息日或3天，以較低者為準。[參考例一及例二]

七、 填寫僱員每月工資時，如僱員為僱主在多於一份政府服務合約中工作，則只須在標準僱傭合約第六(甲)條款第二個方格內填上“✓”號，並於附表內填上有關政府服務合約編號、工作

地點、工作時間和每月工資等資料。在計算僱員的每月工資時須參照上述第六段。如僱員在僱主所投得的不同政府服務合約下工作，其實際每月工資需依據所工作的不同政府服務合約在附表第二條款各表內所列的每月工資按有關月份之正常工作日日數加有薪休息日日數為基數計算。如日後附表內的政府服務合約的數目有所變更，僱主必須遵行標準僱傭合約第二十一條款的規定，對附表作出相應修訂。

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

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

十、 填寫附表第二條款各表內有關僱員在不同政府服務合約中工作應收取的每月工資時，該每月工資的工資率須不低於僱主在有關政府服務合約內承諾的每月工資的工資率或參照本須知第二段所述，由於《最低工資條例》規定的每小時最低工資額日後有所修訂而調整的工資水平，兩者以較高者為準。此外，僱主須同時填寫註 13 關於附表第二條款各表內每月工資的工資率所對應的每月最高正常工作日日數及平均每日正常工作時數的資料，以及僱主在有關政府服務合約內承諾每月工資的資料(有關資料必須與政府服務合約內所載的相關資料相同)。

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

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

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

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

強積金供款

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

具體例子

十六、 為方便僱主計算僱員的每月工資、缺勤工資、超時工作工資、休息日/休班日工作工

資及法定利益等，現列舉下列例子，以供參考。

每月工資的釐訂

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

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

由於法定最低工資額有所修訂而須調整僱員的每月工資

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

- 每星期工作 6 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 31 天
〔6(天) + 1(天)〕 x 4 + 3 天正常工作日 / 有薪休息日 = 31 天
該清潔工人應收取的每月工資應不低於 **\$8,556.0**；
- 每星期工作 5.5 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 29 天
〔5.5(天) + 1(天)〕 x 4 + 3 天正常工作日 / 有薪休息日 = 29 天
該清潔工人應收取的每月工資應不低於 **\$8,004.0**
〔\$8,556.0 ÷ 31(天) x 29(天) = \$8,004.0〕；
- 每星期工作 5 天，每天工作時數為 8 小時，則該清潔工人的每月最高正常工作日加有薪休息日的日數為 27 天

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

該清潔工人應收取的每月工資應不低於**\$7,452.0**

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

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

缺勤工資的計算方法

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

- (1) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為**\$8,556.0**，則該僱員：
 - 於二月缺勤 1 天，而二月的曆日日數為 28 天，則應扣除的缺勤工資為**\$305.6**
 $[\$8,556.0 \div 28(\text{天}) = \$305.6]$ ；
 - 於三月缺勤 1 天，而三月的曆日日數為 31 天，則應扣除的缺勤工資為**\$276.0**
 $[\$8,556.0 \div 31(\text{天}) = \$276.0]$ ；或
 - 於四月缺勤 1 天，而四月的曆日日數為 30 天，則應扣除的缺勤工資為**\$285.2**
 $[\$8,556.0 \div 30(\text{天}) = \$285.2]$ 。
- (2) 如僱員每星期工作 5 天，每天工作時數為 8 小時，每星期有 1 天休班日，而根據標準僱傭合約第六(甲)條款的每月工資為**\$7,452.0**，則該僱員：
 - 於二月缺勤 1 天，而二月的曆日日數為 28 天及有 4 天休班日，則應扣除的缺勤工資為**\$310.5**
 $[\$7,452.0 \div (28 - 4(\text{天})) = \$310.5]$ ；
 - 於三月缺勤 1 天，而三月的曆日日數為 31 天及 4 天休班日，則應扣除的缺勤工資為**\$276.0**
 $[\$7,452.0 \div (31 - 4(\text{天})) = \$276.0]$ ；或
 - 於四月缺勤 1 天，而四月的曆日日數為 30 天及有 4 天休班日，則應扣除的缺勤工資為**\$286.6**
 $[\$7,452.0 \div (30 - 4(\text{天})) = \$286.6]$ 。
- (3) 如僱員每星期工作 6 天，每天工作時數為 8 小時，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為**\$8,556.0**，如該僱員在三月份放取了 5 天有薪年假，而三月的曆日日數為 31 天，於三月缺勤 1 天，則應扣除的缺勤工資為**\$276.0**
 $[\$8,556.0 \div 31(\text{天})^{\#} = \$276.0]$ 。
([#]在計算三月份缺勤工資時，僱員的正常工作日(包括於正常工作日放取的 5 天有薪年假)加有薪休息日的日數為 31 天。)

超時工作及休息日/休班日工作工資的計算方法

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

- 該僱員在二月份的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$305.6** [$\$8,556.0 \div 28(\text{天}) = \305.6]；以及
 - 每小時：**\$38.2** [$\$8,556.0 \div 28(\text{天}) \div 8(\text{小時}) = \38.2]；
- 該僱員在三月份(三月的曆日日數為 31 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$276.0** [$\$8,556.0 \div 31(\text{天}) = \276.0]；以及
 - 每小時：**\$34.5** [$\$8,556.0 \div 31(\text{天}) \div 8(\text{小時}) = \34.5]；或
- 該僱員在四月份(四月的曆日日數為 30 天)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$285.2** [$\$8,556.0 \div 30(\text{天}) = \285.2]；以及
 - 每小時：**\$35.7** [$\$8,556.0 \div 30(\text{天}) \div 8(\text{小時}) = \35.7]。

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

- 該僱員在二月份(二月的曆日日數為 28 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$310.5** [$\$7,452.0 \div [28 - 4(\text{天})] = \310.5]；以及
 - 每小時：**\$38.8** [$\$7,452.0 \div [28 - 4(\text{天})] \div 8(\text{小時}) = \38.8]；
- 該僱員在三月份(三月的曆日日數為 31 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$276.0** [$\$7,452 \div [31 - 4(\text{天})] = \276.0]；以及
 - 每小時：**\$34.5** [$\$7,452.0 \div [31 - 4(\text{天})] \div 8(\text{小時}) = \34.5]；或
- 該僱員在四月份(四月的曆日日數為 30 天及有 4 天休班日)的超時工作及休息日/休班日工作的工資率須不低於：
 - 每天：**\$286.6** [$\$7,452.0 \div [30 - 4(\text{天})] = \286.6]；以及
 - 每小時：**\$35.8** [$\$7,452.0 \div [30 - 4(\text{天})] \div 8(\text{小時}) = \35.8]。

(3) 如僱員每星期工作 6 天，每天工作 8 小時，並沒有休班日，而根據標準僱傭合約第六(甲)條款的每月工資為\$8,556.0，如該僱員在一月份放取了 1 天法定假日，而一月的曆日日數為 31 天，其在一月份的超時工作及休息日/休班日工作的工資率須不低於：

- 每天**\$276.0** [$\$8,556.0 \div 31(\text{天})^{\#} = \276.0]；以及
- 每小時**\$34.5** [$\$8,556.0 \div 31(\text{天})^{\#} \div 8(\text{小時}) = \34.5]。

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

僱員為僱主在兩份或以上政府服務合約中工作的休息日工資及月薪的計算方法

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

- 如該僱員在一個有 30 天的月份內享有 4 天有薪休息日，僱員為表(1)的合約工作 10 天及為表(2)的合約工作 16 天，
 - 僱員 26 天工作的工資為**\$7,547.5**
[$\$8,556.0 \div 30(\text{天}) \times 10(\text{天}) + \$8,804.0 \div 30(\text{天}) \times 16(\text{天}) = \$7,547.5$]；
 - 僱員的休息日工資應不低於每天**\$290.3**

- [$\$7,547.5 \div 26(\text{天}) = \290.3]；以及
- 僱員在該月的工資應不低於**\$8,708.7**
[$\$7,547.5 + \$290.3 \times 4(\text{天}) = \$8,708.7$]。
- 如該僱員在一個有 31 天的月份內享有 5 天有薪休息日，僱員為表(1)的合約工作 14 天及為表(2)的合約工作 12 天，
 - 僱員 26 天工作的工資為**\$7,272.0**
[$\$8,556.0 \div 31(\text{天}) \times 14(\text{天}) + \$8,804 \div 31(\text{天}) \times 12(\text{天}) = \$7,272.0$]；
 - 僱員的休息日工資應不少於每天**\$279.7**
[$\$7,272.0 \div 26(\text{天}) = \279.7]；以及
 - 僱員在該月的工資應不少於**\$8,670.5**
[$\$7,272.0 + [\$279.7 \times 5(\text{天})] = \$8,670.5$]。
- (2) 如僱員需於兩份政府服務合約工作，而在附表第二條款各表所載的每月工資分別為 \$7,452.0[表(1)]和\$7,668.0[表(2)]，該僱員每星期需工作 5 天，每天工作 8 小時及每 7 天有 1 天有薪休息日，
- 如該僱員在一個有 30 天的月份內享有 4 天有薪休息日及 4 天無薪休班日，僱員為表(1)的合約工作 10 天及為表(2)的合約工作 12 天，
 - 僱員 22 天工作的工資為**\$6,405.3**
[$\$7,452.0 \div [30 - 4(\text{天})] \times 10(\text{天}) + \$7,668.0 \div [30 - 4(\text{天})] \times 12(\text{天}) = \$6,405.3$]；
 - 僱員的休息日工資應不低於每天**\$291.2**
[$\$6,405.3 \div 22(\text{天}) = \291.2]；以及
 - 僱員在該月的工資應不低於**\$7,570.1**
[$\$6,405.3 + [\$291.2 \times 4(\text{天})] = \$7,570.1$]。
 - 如該僱員在一個有 31 天的月份內享有 5 天有薪休息日及 4 天無薪休班日，僱員為表(1)的合約工作 11 天及為表(2)的合約工作 11 天，
 - 僱員 22 天工作的工資為**\$6,160.0**
[$\$7,452.0 \div [31 - 4(\text{天})] \times 11(\text{天}) + \$7,668.0 \div [31 - 4(\text{天})] \times 11(\text{天}) = \$6,160.0$]；
 - 僱員的休息日工資應不低於每天**\$280.0**
[$\$6,160.0 \div 22(\text{天}) = \280.0]；以及
 - 僱員在該月的工資應不低於**\$7,560.0**
[$\$6,160.0 + [\$280.0 \times 5(\text{天})] = \$7,560.0$]。

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

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

- (1) 如在附表第二條款各表所列的每月工資分別為：
- \$8,556.0 {每星期工作 6 天及每天工作 8 小時[表(1)]}；以及
 - \$8,804.0 {每星期工作 6 天及每天工作 8 小時[表(2)]}；
- 所選擇的劃一每月工資須不低於**\$8,804.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資\$8,804.0 為基數計算。

- (2) 如在附表第二條款各表所列的每月工資分別為：
- \$7,452.0 {每星期工作 5 天及每天工作 8 小時[表(1)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$8,556.0
 $[\$7,452.0 \div 27(\text{天}) \times 31(\text{天}) = \$8,556.0]$ ；以及
 - \$8,236.0 {每星期工作 5.5 天及每天工作 8 小時[表(2)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$8,804.0
 $[\$8,236.0 \div 29(\text{天}) \times 31(\text{天}) = \$8,804.0]$ ；
- 所選擇的劃一每月工資須不低於**\$8,804.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$8,804.0**為基數計算。
- (3) 如在附表第二條款各表所列的每月工資分別為：
- \$7,452.0 {每星期工作 5 天及每天工作 8 小時[表(1)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$8,556.0
 $[\$7,452.0 \div 27(\text{天}) \times 31(\text{天}) = \$8,556.0]$ ；以及
 - \$5,751.0 {每星期工作 5 天及每天工作 6 小時[表(2)]}，如僱員每星期需工作 6 天及每天工作 8 小時，則其每月工資應為\$8,804.0
 $[\$5,751.0 \div 27(\text{天}) \times 31(\text{天}) \div 6(\text{小時}) \times 8(\text{小時}) = \$8,804.0]$ ；
- 所選擇的劃一每月工資須不低於**\$8,804.0**。而該僱員的超時工作及休息日/休班日工作的工資率須以每月工資**\$8,804.0**為基數計算。

假日薪酬的計算方法

例七 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為\$8,556.0，該僱員的假日薪酬(根據《僱傭條例》)應為：

- 在緊接該假日前 12 個月內所賺取的薪酬：\$101,568.0，包括工作 301 天、52 天有薪休息日及 8 天有薪法定假日(其間沒有加班工作)
- 在該 12 個月期間放取而獲付少於全部工資的假期：4 天無薪法定假日(受僱期首 3 個月內的法定假日無薪)
- 須剔除的期間及款額：4 天無薪法定假日(由於該 4 天為無薪法定假日，故須剔除的款額為「\$0」)
- 假日薪酬的款額： $[(\$101,568.0 - \$0) \div (365 - 4)(\text{天})] = \281.4 。

年假薪酬的計算方法

例八 如僱員每星期工作 5.5 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為\$8,004.0，5 天的年假薪酬(根據《僱傭條例》)應為：

- 在緊接該假期前 12 個月內所賺取的薪酬：\$96,048.0，包括工作 275 天及以下假期(其間沒有加班工作)：
 - 52 天有薪休息日
 - 12 天有薪法定假日
 - 26 天無薪休班日
- 須剔除的期間及款額：26 天無薪休班日(因該 26 天休班日為無薪，故須剔除的款額為「\$0」)
- 5 天的年假薪酬： $[(\$96,048.0 - \$0) \div (365 - 26)(\text{天}) \times 5(\text{天})] = \$1,416.6$ 。

例九 如僱員每星期工作 6 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為\$8,556.0，5 天的年假薪酬(根據《僱傭條例》)應為：

- 在緊接該假期前 12 個月內所賺取的薪酬：\$129,672.0，包括

- 工作 301 天、52 天有薪休息日及 12 天有薪法定假日共 \$102,672.0
- 加班費 \$27,000.0 (該僱員的過去 12 個月內平均款額不低於僱員在同期的平均月薪的 20%)
- 須剔除的期間及款額：因為僱員在該 12 個月內沒有因放取假期而獲支付少於全部工資，故須剔除的期間及款額均為「0」
- 5 天年假薪酬： $[(\$129,672.0 - \$0) \div (365 - 0)(\text{天}) \times 5(\text{天})] = \$1,776.3$ 。

疾病津貼的計算方法

例十 如僱員每星期工作 5 天，每天工作 8 小時，根據標準僱傭合約第六(甲)條款的每月工資為 \$7,452.0，而該僱員獲連續 4 天病假，該 4 天的疾病津貼(根據《僱傭條例》)應為：

- 在緊接病假首天前 12 個月內所賺取的薪酬： \$88,872.0，包括工作 240 天及以下假期(其間沒有加班工作)：
 - 52 天有薪休息日
 - 12 天有薪法定假日
 - 7 天有薪年假
 - 52 天無薪休班日
 - 5 月份 1 天無薪假(在僱主同意下放取的假期)
 - 7 月份 1 天無薪假(在僱主同意下放取的假期)
- 須剔除的期間及款額：52 天無薪休班日及 2 天無薪假 (由於該 54 天為無薪假，故須剔除的款額為「\$0」)
- 4 天的疾病津貼：

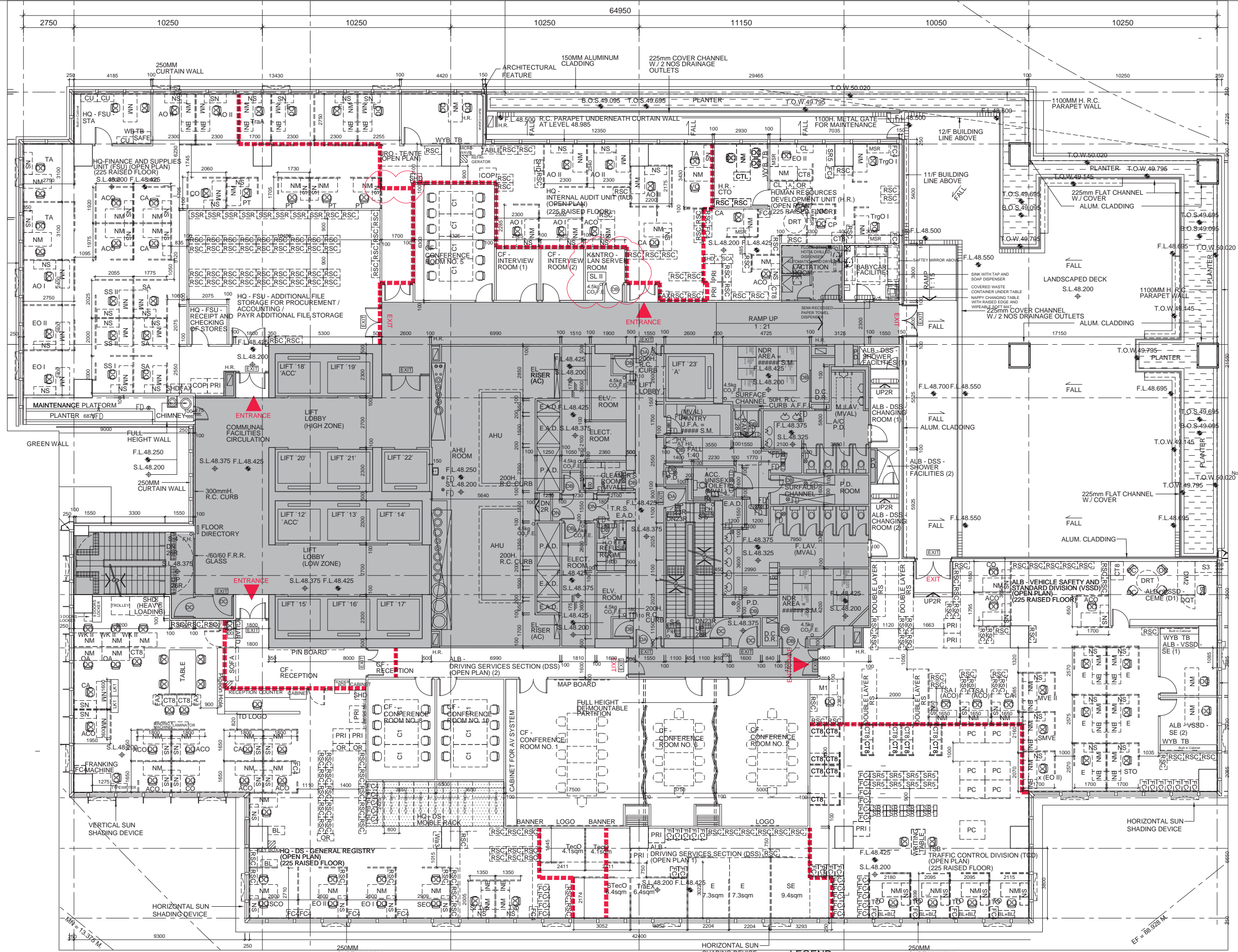
$$[(\$88,872.0 - \$0) \div (365 - 54)(\text{天})] \times 4(\text{天}) \times 4/5 = \$285.8 \times 4(\text{天}) \times 4/5 = \$914.6$$

代通知金的計算方法

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

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

2017 年 4 月

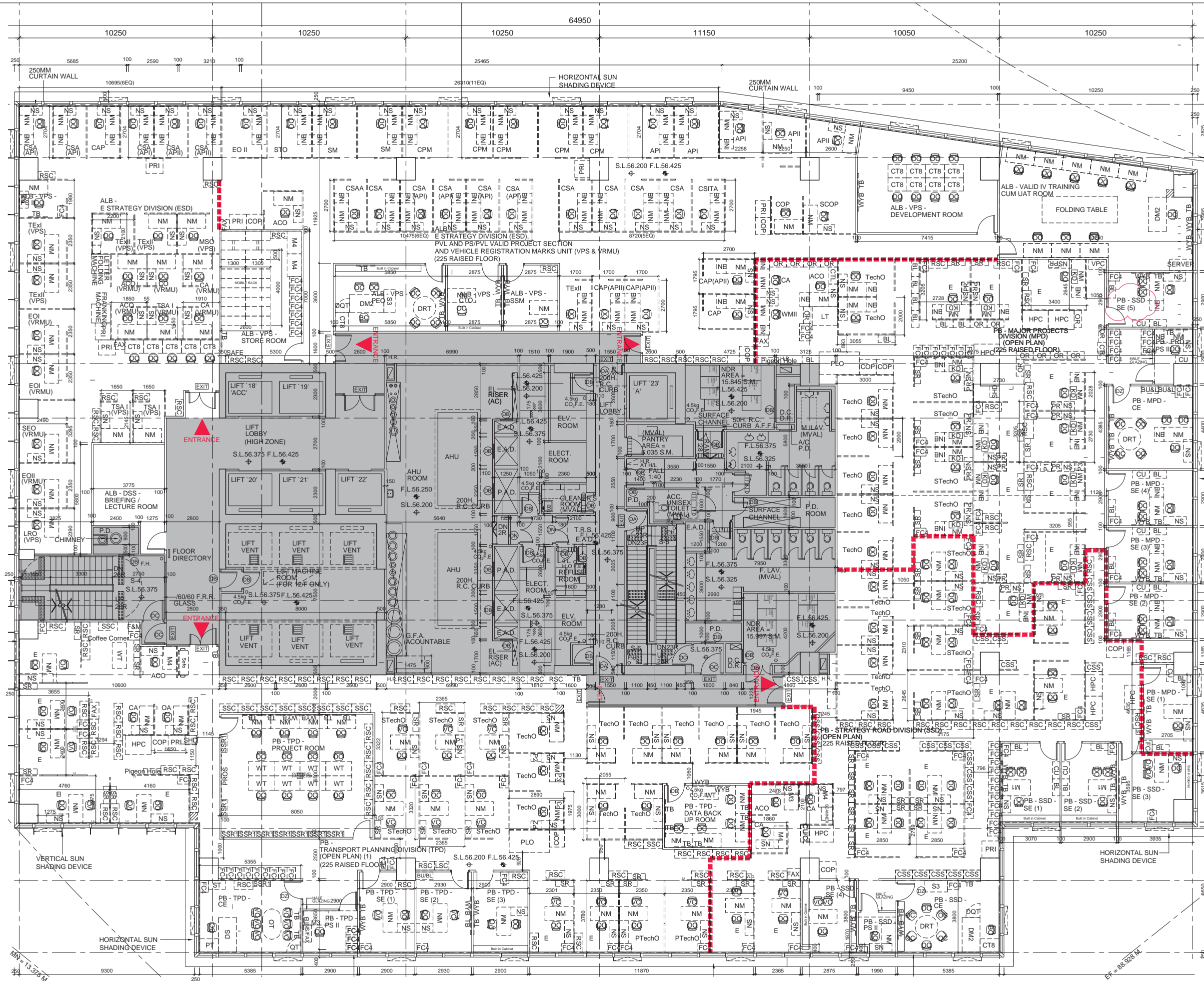


10TH FLOOR PLAN (SOUTH TOWER)

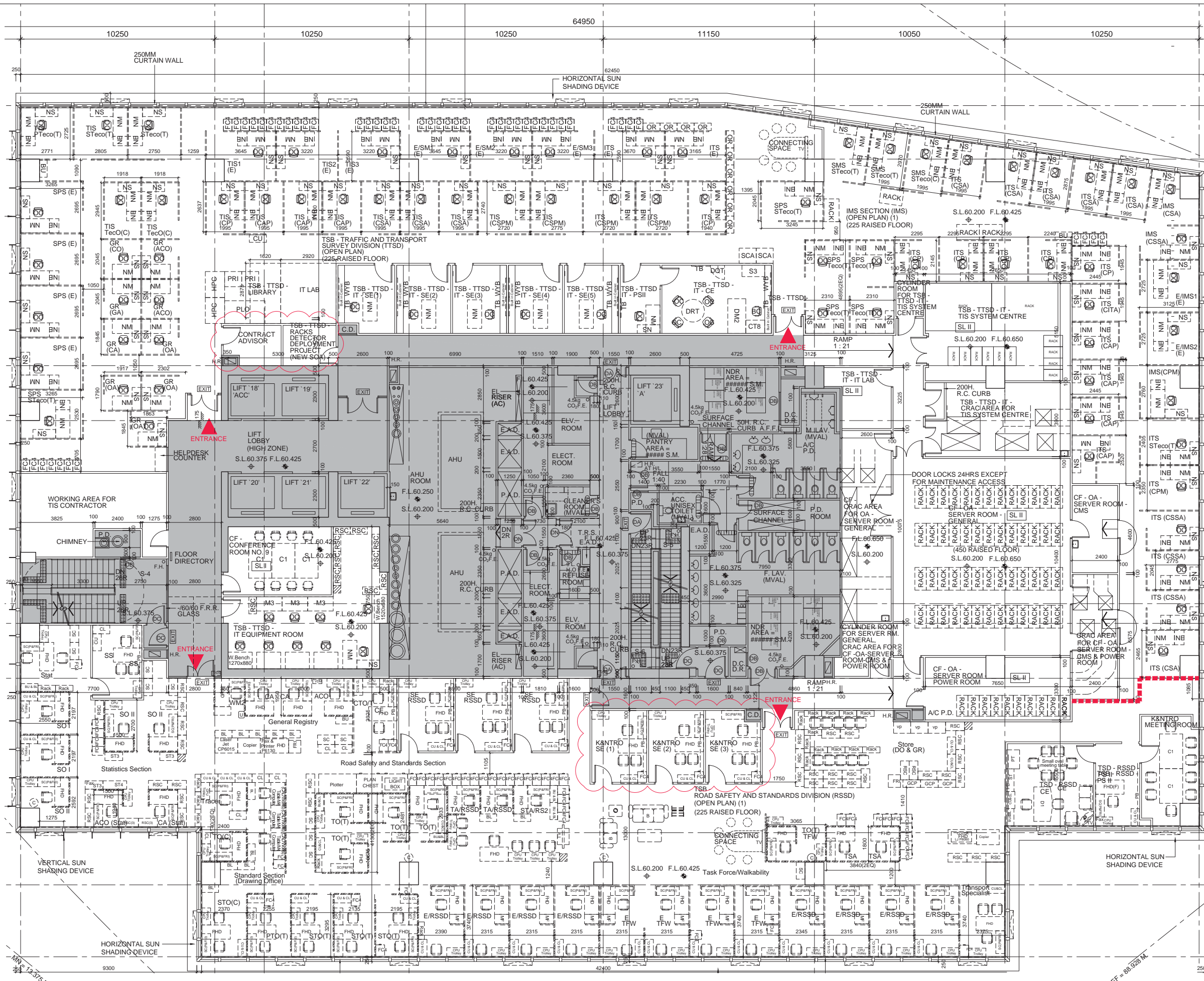
LEGEND :

MW = 13.378 M

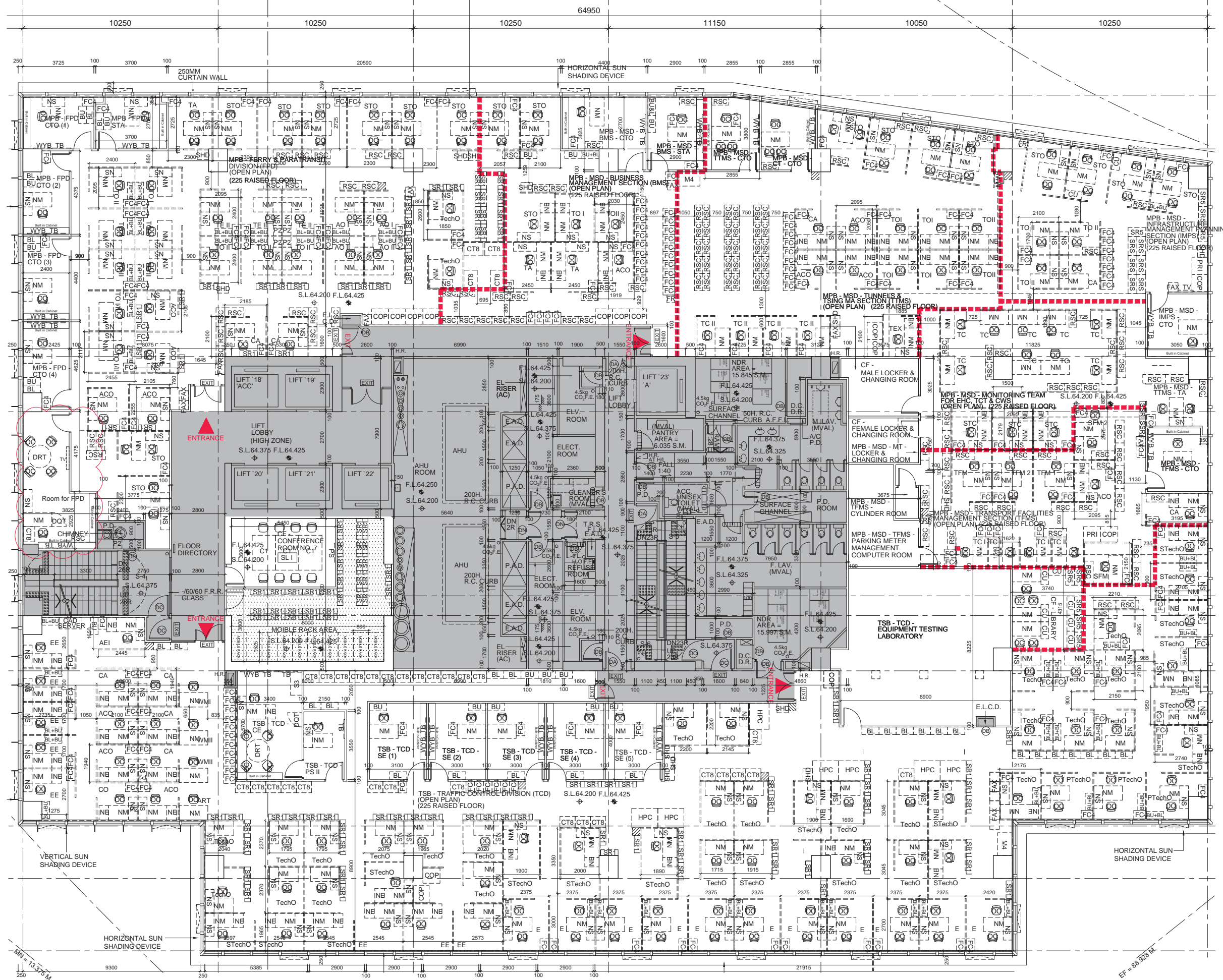
EF = 88.928 M



12TH FLOOR PLAN (SOUTH TOWER)

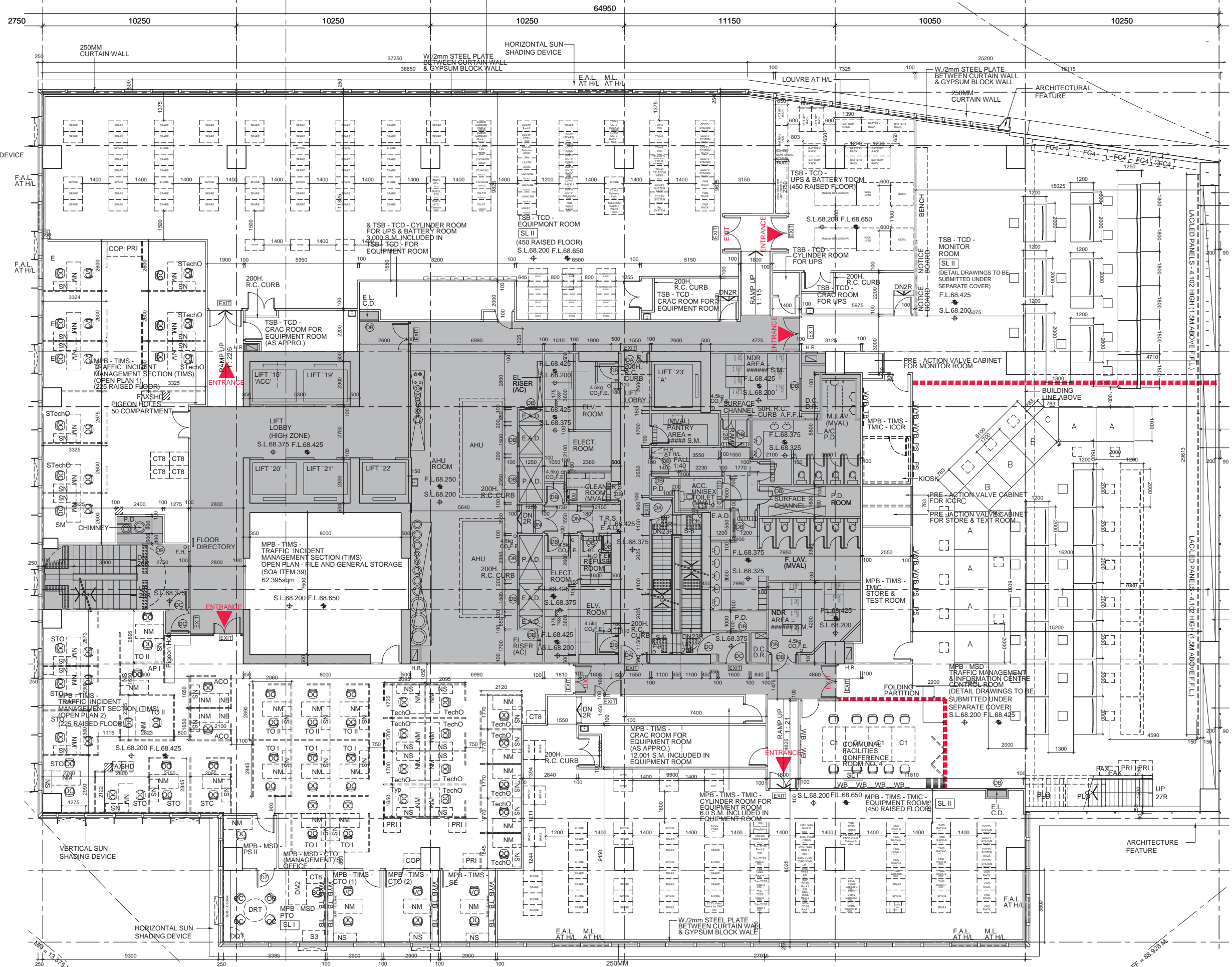


13TH FLOOR PLAN (SOUTH TOWER)

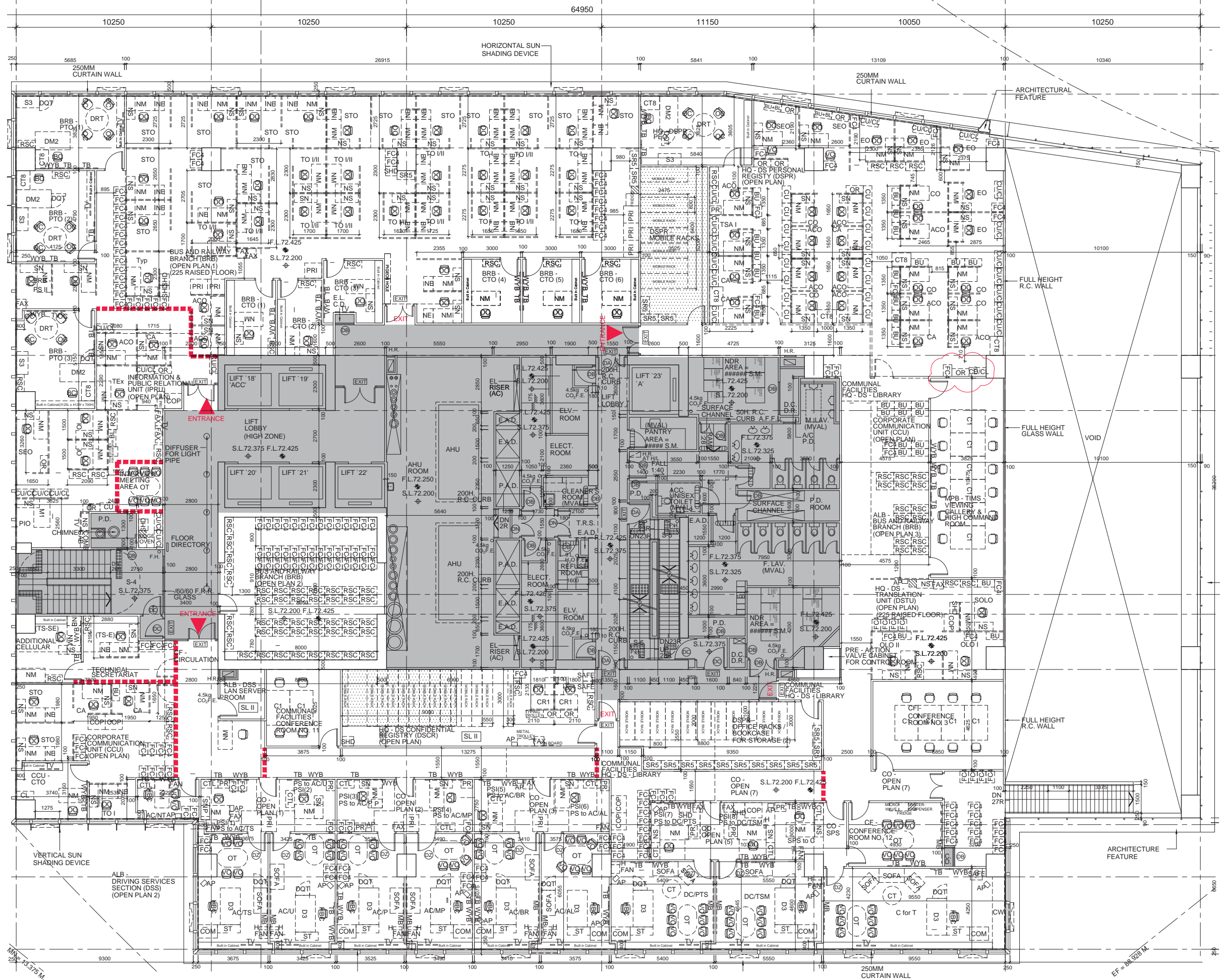


14TH FLOOR PLAN (SOUTH TOWER)

EF = 88.928 M



15TH FLOOR PLAN (SOUTH TOWER)



16TH FLOOR PLAN (SOUTH TOWER)

EF = 06.9221M

List of Directorate Furniture to be Relocated

Leased/ Government Premises	Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	Chair, High Back	Computer Table (PT)	Main Desk, Large (DL)	Main Desk, Small (DS)	Oval Meeting Table (OT)	Coffee Table (CT)	Pedestal (P)	Quadrant Table (QT)	Side Table (ST)	Sofa - One seater	Sofa - Two seater	Sofa - Three seater	Cupboard Walnut	Teapoy (Wooden)
Immigration Tower																		
Government Premises	VSSD	Immigration Tower	34/F	10/F	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Government Premises	BMS	Immigration Tower	34/F	14/F	0	0	0	0	0	0	2	0	0	0	0	0	0	0
Government Premises	RSSD	Immigration Tower	38/F	13/F	0	1	0	0	0	0	0	1	0	1	2	1	0	0
Government Premises	TFW	Immigration Tower	38/F	13/F	0	0	1	0	1	0	2	0	1	0	0	0	0	0
Government Premises	TIMS	Immigration Tower	38/F, 40/F, 41/F	15/F	1	0	1	1	1	0	3	0	0	1	0	0	0	0
Government Premises	DS/PR	Immigration Tower	41/F	16/F	1	0	0	1	0	0	4	0	0	0	0	0	0	0
Government Premises	TS	Immigration Tower	41/F	16/F	0	0	0	0	0	0	4	0	1	0	0	0	0	0
Government Premises	Office of Commissioners	Immigration Tower	41/F	16/F	0	0	0	0	0	0	0	0	0	1	2	3	3	0
Government Premises	DS/GR	Immigration Tower	41/F	10/F	0	0	0	0	0	1	0	0	0	0	1	0	0	0
Sub-total:					2	1	2	2	2	1	15	1	2	3	6	4	3	0
Kowloon Government Offices																		
Government Premises	# TCD	Kowloon Government Offices	17/F	10/F, 14/F	0	1	0	0	0	0	2	0	0	0	0	0	0	0
Harcourt House																		
Leased	VPS	Harcourt House	5/F	12/F	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Total:					2	3	2	2	2	1	17	2	2	3	6	4	3	1

Remarks:

1. The above figures are subject to change.
2. For division(s)/ section(s) with #, their offices are located on the floors that can only be reached by stairs.

List of IT Equipment to be Relocated

Government Premises

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	Computer (1 x PC, Keyboard, Mouse)	LCD Monitor	A4 Laser Printer	Photocopier/ Network Printer	Laptop	Scanner	Projector	Projector Screen	Other
Eastern Law Court Building												
ESD	Eastern Law Courts Building	12/F	12/F	20	25	20	2	5	0	0	0	
Harbour Building												
TCD/HK	Harbour Building	5/F	14/F	30	35	18	12	0	0	0	0	
Immigration Tower												
VSSD	Immigration Tower	34/F	10/F	20	30	18	1	0	0	0	0	
BMS	Immigration Tower	34/F	14/F	9	15	8	3	0	0	0	0	
TTMS	Immigration Tower	37/F	14/F	42	50	38	1	2	0	0	0	
FSU	Immigration Tower	38/F	10/F	24	35	24	2	0	0	0	0	
RSSD	Immigration Tower	38/F	13/F	47	78	31	4	0	2	1	1	
TFW	Immigration Tower	38/F	13/F	11	20	10	0	0	1	0	0	
SMD	Immigration Tower	38/F, 39/F	11/F, 13/F	78	62	45	2	0	0	1	1	
TIMS	Immigration Tower	38/F, 40/F, 41/F	15/F	59	118	33	8	0	0	0	0	
TPD	Immigration Tower	39/F	11/F, 12/F	65	85	32	3	0	1	0	0	
TSSD	Immigration Tower	39/F	13/F	67	76	30	2	0	0	0	0	1) Around 75 extra boxes of computer equipment.
FPD/PLB	Immigration Tower	39/F	14/F	5	5	5	1	0	0	0	0	
TCD/NT	Immigration Tower	39/F, 40/F	14/F	29	43	21	9	0	0	0	0	
FPD	Immigration Tower	40/F	14/F	12	12	12	1	0	0	0	0	
IPRU	Immigration Tower	40/F	16/F	1	1	1	0	0	0	0	0	
BRB	Immigration Tower	40/F	16/F	60	112	67	6	0	0	0	0	
FSU	Immigration Tower	41/F	10/F	0	0	0	0	0	0	0	0	
DS/PR	Immigration Tower	41/F	16/F	33	34	28	5	0	0	0	0	
TS	Immigration Tower	41/F	16/F	2	4	2	0	0	0	0	0	
CCU	Immigration Tower	41/F	16/F	6	12	6	2	0	0	0	0	
HRDU	Immigration Tower	41/F	10/F	7	8	7	1	0	1	0	0	
Office of Commissioners	Immigration Tower	41/F	16/F	20	24	20	2	0	0	0	0	
Communal Facilities	Immigration Tower	41/F	16/F	0	0	0	0	0	0	0	0	
DS/GR	Immigration Tower	41/F	10/F	23	22	22	3	0	0	0	0	
DS/CR	Immigration Tower	41/F	16/F	2	2	2	1	0	1	0	0	
IPRU	Immigration Tower	41/F	16/F	7	7	7	2	0	1	0	0	
Sub-total:				629	855	469	59	2	7	2	2	
Kowloon Government Offices												
TCD	Kowloon Government Offices	5/F	10/F, 14/F	5	8	2	1	0	0	0	0	
TCD	Kowloon Government Offices	16/F	10/F, 14/F	23	34	11	2	0	0	0	0	
#TCD	Kowloon Government Offices	17/F	10/F, 14/F	30	48	24	3	0	0	1	2	
Sub-total:				58	90	37	6	0	0	1	2	
Rumsey Street Multi-storey Carpark Building												
TFMS	Rumsey Street Multi-storey Carpark Building	10/F	14/F	12	19	13	2	0	0	0	1	1) 7 extra boxes of computer equipment with dimensions as follows:- 1 Box of 380W x 350D x 115H 1 Box of 620W x 430D x 170H 5 Boxes of 500W x 595D x 295H
#TransU	Rumsey Street Multi-storey Carpark Building	11/F	10/F	4	4	4	1	0	0	0	0	
#IMPS	Rumsey Street Multi-storey Carpark Building	12/F	14/F	8	13	9	2	0	1	0	0	
Sub-total:				24	36	26	5	0	1	0	1	
Yaumatei Carpark Building												
TCD	Yaumatei Carpark Building	9/F	14/F	0	0	0	0	0	0	0	0	

Remarks:

1. The above figures are subject to change.
2. For division(s)/ section(s) with #, their offices are located on the floors that can only be reached by stairs.
3. Mounting is required at WKGO for items with *

List of IT Equipment to be Relocated

Leased Premises

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	Computer (1 x PC, Keyboard, Mouse)	LCD Monitor	A4 Laser Printer	Photocopier/ Network Printer	Laptop	Scanner	Projector	Projector Screen	Other
AIA Tower												
FPD/PTFSSS	AIA Tower	25/F	11/F	16	26	16	1	0	0	0	0	
FPD/PTFCSS	AIA Tower	25/F	14/F	16	26	16	1	0	0	0	0	
Sub-total:				32	52	32	2	0	0	0	0	
China Resource Building												
IAU	China Resource Building	24/F	10/F	8	8	7	1	0	0	0	0	
SSD	China Resource Building	24/F	12/F	14	39	12	1	0	0	0	0	
RSSD	China Resource Building	24/F	13/F	10	14	9	1	0	0	0	0	
ESD	China Resource Building	24/F	12/F	9	9	9	1	0	0	0	0	1) 9 POS Printers in the size of 150W x 200D x 150H
SMD	China Resource Building	24/F	13/F	10	18	16	2	0	1	0	0	
TSSD	China Resource Building	24/F	13/F	39	33	22	2	0	2	0	0	
Sub-total:				90	121	75	8	0	3	0	0	
Harcourt House												
VPS	Harcourt House	5/F	12/F	13	17	11	2	7	3	2	2*	
VRMU	Harcourt House	5/F	12/F	15	25	23	0	25	0	3	0	
ESD	Harcourt House	5/F	12/F	50	50	35	2	10	0	0	0	
MPD	Harcourt House	20/F	12/F	7	12	6	1	1	0	0	0	
SSD	Harcourt House	20/F	12/F	0	0	0	0	0	0	0	0	
DS/GR	Harcourt House	20/F	10/F	0	0	0	0	0	0	0	0	
FPD/Disabled	Harcourt House	20/F	14/F	4	4	4	1	0	0	0	0	
FPD/Ferry	Harcourt House	20/F	14/F	13	22	11	1	0	0	0	0	
Sub-total:				102	130	90	7	43	3	5	2	
Hopewell Centre												
NFBET	Hopewell Centre	34F	5/F	16	27	12	1	0	0	0	0	
ProSU	Hopewell Centre	35/F	5/F	30	43	28	2	0	2	0	0	
Sub-total:				46	70	40	3	0	2	0	0	
MassMutual Tower												
MPD	MassMutual Tower	20/F	12/F	4	7	4	0	0	0	0	0	
SSD	MassMutual Tower	20/F	12/F	22	39	20	2	0	0	0	0	
MPD	MassMutual Tower	25/F	12/F	24	42	22	3	6	1	0	0	
Sub-total:				50	88	46	5	6	1	0	0	
Total number of IT Equipment to be Relocated in TD (Government Premises and Leased Premises):				1081	1502	853	109	56	17	8	7	
Number of IT Equipment located in the offices that do not have lift access:				42	65	37	6	0	1	1	2	

Remarks:

4. " For TEHK, only one of the two set figures will be taken as the number of items relocated to WKGO

5. Mounting is required at WKGO for items with *

List of Equipment to be Relocated

Government Premises

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	Air Purifier	Binder	Distilled Water Dispenser	Fax Machine	Fan	Laminator	Microwave	Shredder	Refrigerator	Typewriter, Electric	Television, LCD	Heater	Cooler	CCTV System/ System to be relocated	Fire Extinguisher	Other	
Eastern Law Courts Building																				
ESD	Eastern Law Courts Building	12/F	12/F	2	0	2	1	6	0	1	1	1	0	0	0	0	0	0	0	
Harbour Building																				
TCD/HK	Harbour Building	5/F	14/F	0	1	2	2	17	0	2	1	1	4	0	0	0	0	0	0	1) 15 heavy Traffic Controllers in various sizes. 2) 2 heavy pedestrian traffic lights in the size of 600W x 2260H x 510D
Immigration Tower																				
VSSD	Immigration Tower	34/F	10/F	4	1	1	1	8	1	1	1	1	0	0	0	0	0	0	0	
BMS	Immigration Tower	34/F	14/F	3	1	1	1	3	0	1	1	1	0	0	0	0	0	0	0	
TTMS	Immigration Tower	37/F	14/F	1	1	1	1	16	0	1	2	0	0	0	0	0	0	1	0	
FSU	Immigration Tower	38/F	10/F	8	1	1	2	12	0	1	1	0	1	0	0	0	0	0	0	
RSSD	Immigration Tower	38/F	13/F	4	2	2	2	7	1	1	1	2	2	2	0	0	0	0	5	
TFW	Immigration Tower	38/F	13/F	3	0	1	1	0	0	0	0	0	0	1	0	0	0	0	0	
SMD	Immigration Tower	38/F, 39/F	11/F, 13/F	0	2	3	2	25	0	1	2	1	2	1	0	0	0	0	10	
TIMS	Immigration Tower	38/F, 40/F, 41/F	15/F	3	1	4	6	10	1	3	3	2	0	1	0	0	0	0	0	
TPD	Immigration Tower	39/F	11/F, 12/F	6	1	1	2	0	0	2	1	1	1	1	0	0	0	0	0	
TSSD	Immigration Tower	39/F	13/F	5	0	0	0	25	0	0	0	0	0	0	0	0	0	0	0	
FPD/PLB	Immigration Tower	39/F	14/F	2	0	1	1	4	0	1	1	0	0	0	0	0	0	0	0	
TCD/NT	Immigration Tower	39/F, 40/F	14/F	0	1	2	2	5	0	1	1	1	1	0	0	0	0	0	2	
FPD	Immigration Tower	40/F	14/F	2	0	1	1	14	1	1	1	0	0	1*	0	0	0	0	0	
IPRU	Immigration Tower	40/F	16/F	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
BRB	Immigration Tower	40/F	16/F	5	2	1	5	40	2	1	3	1	1	3*	1	0	0	0	0	
FSU	Immigration Tower	41/F	10/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DS/PR	Immigration Tower	41/F	16/F	6	0	0	1	12	0	0	2	0	2	0	0	3	0	0	0	1) 1 letter folding machine
TS	Immigration Tower	41/F	16/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CCU	Immigration Tower	41/F	16/F	5	1	1	1	5	1	0	1	0	0	1*	0	0	0	0	0	1) 1 portable amplifier
HRDU	Immigration Tower	41/F	10/F	2	1	0	0	2	0	0	1	0	0	0	0	0	0	0	0	1) 1 speech teleprompter
Office of Commissioners	Immigration Tower	41/F	16/F	12	0	0	5	12	0	0	2	0	7	9	5	2	0	0	0	
Communal Facilities	Immigration Tower	41/F	16/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DS/GR	Immigration Tower	41/F	10/F	6	2	3	3	10	2	2	3	3	1	0	0	1	0	0	0	1) 1 movable TD logo board 2) 1 franking machine 3) 4 portable amplifiers
DS/CR	Immigration Tower	41/F	16/F	1	0	0	1	1	0	0	2	0	1	0	0	0	0	0	0	
IPRU	Immigration Tower	41/F	16/F	4	0	1	2	3	0	1	1	1	0	2*	0	0	0	0	0	1) 3 Acrylic Mic holders with stainless steel poles
Sub-total:				82	17	25	41	214	9	18	30	14	19	23	6	6	1	17		
Kowloon Government Offices																				
TCD	Kowloon Government Offices	5/F	10/F, 14/F	1	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	1) 1 heavy 起渠蓋積機
TCD	Kowloon Government Offices	16/F	10/F, 14/F	2	0	1	1	26	0	1	1	1	0	0	0	0	0	0	0	
# TCD	Kowloon Government Offices	17/F	10/F, 14/F	1	1	1	2	35	0	1	2	1	2	1*	0	0	0	0	0	
Sub-total:				4	1	3	3	63	0	2	3	2	2	1	0	0	0	0	0	
Rumsey Street Multi-storey Carpark Building																				
TFMS	Rumsey Street Multi-storey Carpark Building	10/F	14/F	4	1	1	1	8	0	1	1	1	1	1	0	0	0	0	0	
# TransU	Rumsey Street Multi-storey Carpark Building	11/F	10/F	1	0	1	1	2	0	0	1	1	0	0	0	0	0	0	0	
# IMPS	Rumsey Street Multi-storey Carpark Building	12/F	14/F	2	1	1	1	6	0	1	1	1	0	1*	0	0	0	0	0	
Sub-total:				7	2	3	3	16	0	2	3	3	1	2	0	0	0	0	0	
Yaumatei Carpark Building																				
TCD	Yaumatei Carpark Building	9/F	14/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1) 12 heavy traffic controllers in various sizes 2) 205 pieces of operational equipment in various sizes

Remarks:

1. The above figures are subject to change.

2. For division(s)/ section(s) with #, their offices are located on the floors that can only be reached by stairs.

3. Mounting is required at WKGO for items with *

List of Equipment to be Relocated

Leased Premises

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	Air Purifier	Binder	Distilled Water Dispenser	Fax Machine	Fan	Laminator	Microwave	Shredder	Refrigerator	Typewriter, Electric	Television, LCD	Heater	Cooler	CCTV System/ System to be relocated	Fire Extinguisher	Other	
AIA Tower																				
FPD/PTFSSS	AIA Tower	25/F	11/F	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	
FPD/PTFCSS	AIA Tower	25/F	14/F	5	1	1	2	13	0	1	1	1	0	0	0	0	0	0	0	
Sub-total:				5	1	2	3	13	0	1	1	1	0	0	0	0	0	0	0	
China Resource Building																				
IAU	China Resource Building	24/F	10/F	3	0	1	1	3	0	1	1	1	0	0	0	0	0	0	0	
SSD	China Resource Building	24/F	12/F	4	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	
RSSD	China Resource Building	24/F	13/F	2	2	0	1	8	0	1	1	1	0	0	0	0	0	0	0	
ESD	China Resource Building	24/F	12/F	0	0	1	0	1	0	0	1	0	0	0	0	0	0	0	0	
SMD	China Resource Building	24/F	13/F	2	1	3	1	5	0	2	1	1	0	0	0	0	0	0	0	
TSSD	China Resource Building	24/F	13/F	2	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	
Sub-total:				13	3	5	3	23	0	4	4	3	0	0	0	0	0	0	0	
Harcourt House																				
VPS	Harcourt House	5/F	12/F	2	0	2	2	9	0	2	1	1	0	1*	1	0	1	2		
VRMU	Harcourt House	5/F	12/F	3	1	1	1	2	1	0	0	0	0	0	0	0	0	0	0	1) 21 boxes of packed equipment with the dimensions as follows:- 6 Boxes in 500W x 300D x 800H 15 Boxes in 500Wx 320D x 370H 2) 1 franking machine 3) 1 letter folding machine
ESD	Harcourt House	5/F	12/F	3	1	1	1	3	0	0	0	0	0	0	0	0	0	0	4	
MPD	Harcourt House	20/F	12/F	2	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	
SSD	Harcourt House	20/F	12/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DS/GR	Harcourt House	20/F	10/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
FPD/Disabled	Harcourt House	20/F	14/F	2	0	1	0	4	0	0	0	0	0	0	0	0	0	0	0	
FPD/Ferry	Harcourt House	20/F	14/F	3	0	1	1	11	0	1	1	0	0	1*	0	0	0	0	0	
Sub-total:				15	2	7	5	31	1	3	2	1	0	2	1	0	1	6		
Hopewell Centre																				
NFBET	Hopewell Centre	34F	5/F	4	2	1	1	5	1	1	2	1	0	0	5	0	0	0	0	1) 4 pieces of carry-on luggage
ProsU	Hopewell Centre	35/F	5/F	6	2	1	1	8	0	2	3	1	2	0	6	0	1	0	0	1) 17 pieces of luggage
Sub-total:				10	4	2	2	13	1	3	5	2	2	0	11	0	1	0		
MassMutual Tower																				
MPD	MassMutual Tower	20/F	12/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SSD	MassMutual Tower	20/F	12/F	8	1	2	2	8	1	1	2	2	1	1*	0	0	0	0	0	1) 1 portable amplifier
MPD	MassMutual Tower	25/F	12/F	10	2	1	2	11	0	1	2	1	1	1	11	0	0	0	0	
Sub-total:				18	3	3	4	19	1	2	4	3	2	2	11	0	0	0	0	
Total number of Equipment to be Relocated in TD (Government Premises and Leased Premises):				156	34	54	67	415	12	38	54	31	30	30	29	6	3	23		
Number of Equipment located in the offices that do not have lift access:				4	2	3	4	43	0	2	4	3	2	2	0	0	0	0		

Remarks:

- The above figures are subject to change.
- Mounting is required at WKGO for items with *

List of Furniture to be Relocated

Government Premises

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	FC	BL	BU	CL	CU	RSC(S)	RSC	SSR(S)	SSR(L)	WA	OR	PR	CTL	CTH	MT	WT	RT	ST(W)	Folding Table	Cart / Trolley	Chair	Partition	P	Whiteboard/ Notice Board/ Wall Board	C	T	Cupd.	BC	R	V.P.C	P.C	P.H	Light Box	Other		
Eastern Law Courts Building																																							
ESD	Eastern Law Courts Building	12/F	12/F	4	0	0	3	3	0	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	1) 1 sofa in the size of 1400W x 800D x 700H	
Harbour Building																																							
TCD/HK	Harbour Building	5/F	14/F	30	10	0	21	0	0	5	0	0	0	0	0	12	13	0	2	0	0	0	0	1	0	25	0	5	19	24	19	0	0	4	1	3			
Immigration Tower																																							
VSSD	Immigration Tower	34/F	10/F	17	0	0	0	0	12	20	0	0	0	0	5	1	1	0	3	1	0	2	4	14	0	2	0	9	2	2	0	0	0	0	0	0			
BMS	Immigration Tower	34/F	14/F	20	1	0	0	0	4	15	0	0	0	0	0	0	0	0	2	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0		
TTMS	Immigration Tower	37/F	14/F	27	2	3	0	4	0	25	3	0	0	0	0	1	0	1	0	0	5	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1) 10 lockers in the size of 800W x 600D x 1750H 2) 1* mirror in the size of 400W x 1750H	
FSU	Immigration Tower	38/F	10/F	10	0	0	5	5	5	5	10	10	0	5	5	15	0	0	0	0	0	0	7	15	0	0	0	14	0	0	0	61	0	0	0	0	0		
RSSD	Immigration Tower	38/F	13/F	43	16	8	12	6	0	27	0	18	0	0	0	0	0	0	3	0	8	1	2	44	0	33	4*	6	2	3	0	0	3	4	0	1	1) 1 magazine rack in the size of 660W x 500D x 1000H		
TFW	Immigration Tower	38/F	13/F	4	2	3	5	5	0	2	0	0	0	0	4	0	0	0	0	0	0	0	0	24	0	13	0	0	0	0	0	0	0	0	0	0	0		
SMD	Immigration Tower	38/F, 39/F	11/F, 13/F	35	13	6	8	6	0	10	0	4	0	1	0	0	0	0	0	1	0	11	2	30	0	5	0	1	13	0	0	0	0	0	2	0	0		
TIMS	Immigration Tower	38/F, 40/F, 41/F	15/F	42	3	4	8	4	5	33	2	0	1	4	0	0	0	1	1	1	1	2	2	32	0	0	15	0	0	0	0	0	0	0	0	0	0	1) 4 foldable beds in the size of 800W x 200D x 1100H 2) 6 lockers in the size of 500W x 500D x 1800H	
TPD	Immigration Tower	39/F	11/F, 12/F	35	9	5	0	0	0	70	1	0	0	8	0	0	0	0	7	0	0	0	1	30	20	15	0	0	7	0	0	16	0	1	0	0	0	1) 1 lighting showcase in the size of 770W x 460D x 1680H	
TSSD	Immigration Tower	39/F	13/F	23	3	5	3	5	0	15	0	1	0	0	0	0	0	0	2	1	0	0	12	0	20	0	5	1	0	0	0	0	0	0	0	0	0		
FPD/PLB	Immigration Tower	39/F	14/F	12	0	0	6	0	0	6	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TCD/NT	Immigration Tower	39/F, 40/F	14/F	29	8	8	15	11	0	0	0	0	0	17	2	2	0	0	0	0	0	0	5	2	0	18	0	0	14	0	0	3	0	0	0	1			
FPD	Immigration Tower	40/F	14/F	22	1	4	7	0	1	7	2	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
IPRU	Immigration Tower	40/F	16/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
BRB	Immigration Tower	40/F	16/F	64	0	0	0	2	0	68	12	0	0	2	1	0	0	0	0	0	0	0	0	40	0	0	0	1	0	0	0	0	0	0	0	0	0		
FSU	Immigration Tower	41/F	10/F	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
DS/PR	Immigration Tower	41/F	16/F	11	0	0	0	0	1	0	0	0	0	3	0	3	0	0	0	1	0	0	0	10	0	0	0	1	3	1	0	3	0	0	53	0	1) 4 desktop mirrors in various sizes		
TS	Immigration Tower	41/F	16/F	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	1	0	0	0	0	0	0	0	0	0		
CCU	Immigration Tower	41/F	16/F	10	0	0	1	1	0	13	0	0	0	0	0	0	0	1	0	0	0	1	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
HRDU	Immigration Tower	41/F	10/F	5	0	0	1	0	1	1	0	0	0	0	0	3	0	0	0	0	0	0	1	6	6	7	0	1	1	0	0	0	0	0	0	0	0		
Office of Commissioners	Immigration Tower	41/F	16/F	34	3	2	2	0	4	4	0	0	1	0	4	7	0	0	0	0	0	0	0	0	0	6	0	0	8	0	0	0	0	0	0	0	0	0	
Communal Facilities	Immigration Tower	41/F	16/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0		
DS/GR	Immigration Tower	41/F	10/F	14	0	1	0	0	6	15	0	0	1	0	0	4	0	0	0	0	0	1	13	9	1	0	0	3	0	0	0	0	0	0	0	0	0	0	
DS/CR	Immigration Tower	41/F	16/F	0	0	0	0	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
IPRU	Immigration Tower	41/F	16/F	0	1	0	0	0	0	0	0	0	0	1	3	0	0	0	0	0	0	0	0	2	0	9	0	2	1	5	0	2	0	4	0	1) COMBCAB with metal shelf in the size of 1200W x 480D x 2000H			
Sub-total:				459	62	49	73	49	45	337	45	33	3	41	30	36	1	3	16	6	15	19	41	288	27	128	19	40	63	11	0	85	3	7	57	2			

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	FC	BL	BU	CL	CU	RSC(S)	RSC	SSR(S)	SSR(L)	WA	OR	PR	CTL	CTH	MT	WT	RT	ST(W)	Folding Table	Cart / Trolley	Chair	Partition	P	Whiteboard/ Notice Board/ Wall Board	C	T	Cupd.	BC	R	V.P.C	P.C	P.H	Light Box	Other		
Kowloon Government Offices																																							
TCD	Kowloon Government Offices	5/F	10/F, 14/F	8	9	4	2	2	0	9	0	0	0	0	0	2	0	0	0	0	0	0	2	3	0	3	0	0	2	0	0	0	0	0	10	0	1		
TCD	Kowloon Government Offices	16/F	10/F, 14/F	6	23	27	6	8	0	0	0	0	0	0	0	3	17	0	0	0	0	0	0	31	0	18	0	2	2	0	0	0	0	0	0	0	0		
# TCD	Kowloon Government Offices	17/F	10/F, 14/F	26	35	28	16	14	0	7	0	0	0	0	7	10	12	0	0	0	0	0	4	9	0	32	0	0	4	4	0	0	0	0	1	0			
				Sub-total:	40	67	59	24	24	0	16	0	0	0	0	7	15	29	0	0	0	0	6	43	0	53	0	2	8	4	0	0	0	10	1	1			
Rumsey Street Multi-storey Carpark Building																																							
TFMS	Rumsey Street Multi-storey Carpark Building	10/F	14/F	19	1	1	0	0	0	6	3	2	0	0	0	0	0	0	4	0	1	0	2	11	0	12	1	5	0	0	0	0	0	0	0	0	0		
# TransU	Rumsey Street Multi-storey Carpark Building	11/F	10/F	7	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
# IMPS	Rumsey Street Multi-storey Carpark Building	12/F	14/F	12	5	5	0	0	3	9	0	1	0	1	0	0	0	0	0	1	2	0	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				Sub-total:	38	6	6	0	0	3	15	4	3	0	2	0	0	0	0	4	1	3	0	3	16	0	12	1	5	1	0	0	0	0	0	0	0	0	
Yaumatei Carpark Building																																							
TCD	Yaumatei Carpark Building	9/F	14/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Remarks:

- 1. The above figures are subject to change.
- 2. For division(s)/ section(s) with #, their offices are located on the floors that can only be reached by stairs.
- 3. Mounting is required at WKGO for items with *

List of Furniture to be Relocated

Leased Premises

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	FC	BL	BU	CL	CU	RSC(S)	RSC	SSR(S)	SSR(L)	WA	OR	PR	CTL	CTH	MT	WT	RT	ST(W)	Folding Table	Cart / Trolley	Chair	Partition	P	Whiteboard/ Notice Board/ Wall Board	C	T	Cupd.	BC	R	V.P.C	P.C	P.H	Light Box	Other		
AIA Tower																																							
FPD/PTFSSS	AIA Tower	25/F	11/F	1	0	0	0	0	7	10	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0		
FPD/PTFCSS	AIA Tower	25/F	14/F	5	0	0	0	0	4	16	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				Sub-total:	6	0	0	0	11	26	0	0	0	0	0	1	0	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0		
China Resource Building																																							
IAU	China Resource Building	24/F	10/F	1	0	0	0	0	13	0	0	0	0	0	0	1	0	0	0	0	0	0	1	9	0	14	0	1	0	0	0	0	0	0	0	0	0	0	
SSD	China Resource Building	24/F	12/F	2	3	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RSSD	China Resource Building	24/F	13/F	5	0	0	2	2	10	0	2	0	0	0	0	0	0	0	0	0	4	2	0	3	0	15	1*	5	0	0	0	0	0	0	0	0	0	0	
ESD	China Resource Building	24/F	12/F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2	0	0	0	10	1*	0	0	0	0	0	0	0	0	0	0		
SMD	China Resource Building	24/F	13/F	13	1	1	6	7	0	14	0	0	0	0	0	1	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TSSD	China Resource Building	24/F	13/F	6	1	1	6	7	0	14	3	0	0	0	0	0	0	0	0	0	4	0	0	1	0	0	0	0	6	3	0	0	0	0	0	0	0	0	
				Sub-total:	27	5	2	14	16	2	57	3	2	0	0	0	2	0	1	0	0	8	4	1	16	0	39	2	6	6	3	0	0	0	0	0	0		
Harcourt House																																							
VPS	Harcourt House	5/F	12/F	10	1	0	4	3	0	5	0	0	0	4	0	1	0	0	0	0	0	0	1	5	0	0	4*	2	1	0	0	0	0	0	0	0	0	1) 1 magazine rack in the size of 1000W x 380D x 1090H	
VRMU	Harcourt House	5/F	12/F	5	0	0	4	3	0	2	0	0	0	0	0	0	0	0	0	0	0	0	6	9	0	0	2*	0	0	0	0	0	0	0	0	0	0		
ESD	Harcourt House	5/F	12/F	8	0	0	10	6	0	5	0	0	1	2	0	1	0	0	0	0	0	0	0	0	0	18	10*	0	1	0	0	0	0	0	0	0	1) 1 sofa in the size of 1400W x 800D x 700H		
MPD	Harcourt House	20/F	12/F	5	1	1	0	0	1	4	0	0	0	0	0	0	0	0	0	0	4	0	0	2	0	0	1*	0	0	2	0	1	0	1	0	0	0		
SSD	Harcourt House	20/F	12/F	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DS/GR	Harcourt House	20/F	10/F	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	4	0	0	5	0	0	0	0	0	0	0	0		
FPD/Disabled	Harcourt House	20/F	14/F	3	0	0	0	0	6	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
FPD/Ferry	Harcourt House	20/F	14/F	23	0	0	0	0	46	0	0	0	1	7	0	0	0	0	0	0	0	0	0	22	0	0	2	0	0	0	0	0	0	0	0	0	0	0	
				Sub-total:	62	2	1	18	12	1	68	0	0	1	8	9	2	0	0	0	4	0	7	38	0	22	19	2	7	2	0	1	0	1	0	0			
Hopewell Centre																																							
NFBET	Hopewell Centre	34F	5/F	8	0	0	0	0	1	8	0	0	0	0	1	1	0	0	0	0	0	0	3	0	0	16	0	4	2	4	0	0	0	0	0	0	0	0	
ProsU	Hopewell Centre	35/F	5/F	28	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	1	10	0	20	2*	2	7	5	0	2	0	0	0	0	0		
				Sub-total:	36	0	0	0	1	9	0	0	0	0	1	2	0	0	0	0	0	0	4	10	0	36	2	6	9	9	0	2	0	0	0	0	0		
MassMutual Tower																																							
MPD	MassMutual Tower	20/F	12/F	0	0	0	0	0	0	0	0	0	0	0	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SSD	MassMutual Tower	20/F	12/F	27	1	1	0	2	0	7	9	1	0	0	0	0	0	0	0	0	1	0	2	12	0	0	0	0	2	14	0	0	0	0	1	0	0	0	
MPD	MassMutual Tower	25/F	12/F	33	6	2	2	4	0	2	7	4	0	2	1	3	2	0	0	0	1	0	4	11	3	5	1*	0	3	14	3	0	2	2	0	0	0	0	
				Sub-total:	60	7	3	2	6	0	9	16	5	0	2	1	7	3	0	0	0	2	0	6	23	3	5	1	0	5	28	3	0	2	3	0	0		
Total number of furniture in TD (Government Premises and Leased Premises):				762	159	120	155	110	63	545	68	43	5	53	48	77	46	5	22	8	32	23	68	435	30	330	44	67	118	81	22	88	5	25	59	6			
Number of Furniture located in the offices that do not have lift access:				45	40	33	16	14	3	16	1	1	0	2	7	10	12	0	0	1	2	0	5	14	0	32	0	0	5	4	0	0	0	0	1	0			

Remarks:

1. The above figures are subject to change.

2. Mounting is required at WKGO for items with *

Dimensions of Furniture

Category	Item Code	Furniture Item	Approximate Dimensions (in mm)
Desk	PT	Computer Table (Directorate)	1000W x 700D x 750H
	DL	Main Desk, Large (Directorate)	1930W x 1050D x 750H
	DS	Main Desk, Small (Directorate)	1830W x 950D x 750H
	OT	Oval Meeting Table (Directorate)	1600W x 975D x 750H
	CT	Coffee Table (Directorate)	975Dia x 406H
	QT	Quadrant Table (Directorate)	750 radius x 550H
	ST	Side Table (Directorate)	1200W x 430D x 550H
	PR	Printer Rack	600W x 460D x 570H
	CTL	Computer Table – Low (In Various Sizes)	600~ 1140W x 450~ 770D x 750H
	CTH	Computer Table – High (In Various Sizes)	610~ 920W x 500~ 600D x 1280~ 1490H
	MT	Meeting Table	1830W x 915D x 750H
	WT	Writing Table (In Various Sizes)	1070~ 1500W x 690~ 760D x 750H
	RT	Small Round Meeting Table	920Dia x 750H
	ST(W)	Side Table, Wooden (In Various Sizes)	950~ 1220W x 450D x 740H
T	Table (In Various Sizes)	330~ 1700W x 290~ 1160D x 320~ 1740H	
Pedestal	P	Pedestal (In Various Sizes)	430~ 460W x 430~ 580D x 580~ 640H

Cont'd

Category	Item Code	Furniture Item	Approximate Dimensions (in mm)
Sofa	-	One Seater (Directorate)	790W x 740D x 790H
	-	Two Seater (Directorate)	1330W x 740D x 790H
	-	Three Seater (Directorate)	1990W x 760D x 950H
Storage	FC	Steel Filing Cabinet, Vertical – 4 drawers	470W x 610D x 1300H
	C	Cabinet (In Various Sizes)	270 ~ 1300W x 340 ~ 700D x 290 ~ 1980H
	BL	Bookcase Lower	900W x 400D x 1200H
	BU	Bookcase Upper	900W x 400D x 760H
	BC	Bookcase (In Various Size)	900~ 1525W x 300~ 450D x 600~ 1810H
	CL	Cupboard Lower	900W x 450D x 1200H
	CU	Cupboard Upper	900W x 450D x 760H
	Cupd.	Cupboard (In Various Sizes)	900~ 1200W x 320~ 460D x 600~ 1980H
	RSC(S)	Roller-Shutter Storage Cabinet – Low (In Various Sizes)	1000W x 460D x 840~ 1500H
	RSC	Roller-Shutter Storage Cabinet – High	1000W x 460D x 1850H
	SSR(S)	Storage Rack – Small (In Various Sizes)	914~ 1120W x 305D x 1320~ 1800H
	SSR(L)	Storage Rack – Large (In Various Sizes)	910W x 457D x 1700~ 1800H
	R	Rack (In Various Sizes)	600~ 1100W x 300~ 470D x 700~ 1900H
WA	Wardrobe	900W x 600D x 1800H	
OR	Office Rack	900W x 400D x 750H	
Other Furniture	V.P.C	Vertical Plan Chest	900W x 520D x 1320~ 1450H
	P.C	Plan Chest (In Various Sizes)	1300~ 1400W x 900~ 1020D x 410~ 910H
	P.H	Pigeon Hole (In Various Sizes)	280~ 1950W x 320~ 410D x 300~ 1600H

File storage (in linear metres) in the Transport Department

Government Premises

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	Classified files/ Documents in linear metres	Unclassified files/ Documents in linear metres	Total File Storage (in linear metres)
Eastern Law Courts Building						
ESD	Eastern Law Courts Building	12/F	12/F	1.8	50.6	52.4
Harbour Building						
TCD/HK	Harbour Building	5/F	14/F	3.95	340	343.95
Immigration Tower						
VSSD	Immigration Tower	34/F	10/F	12	180	192
BMS	Immigration Tower	34/F	14/F	30	25	55
TTMS	Immigration Tower	37/F	14/F	21	90	111
FSU	Immigration Tower	38/F	10/F	100	750	850
RSSD	Immigration Tower	38/F	13/F	10.4	292	302.4
TFW	Immigration Tower	38/F	13/F	1	6.8	7.8
SMD	Immigration Tower	38/F, 39/F	11/F, 13/F	6.2	80	86.2
TSSD	Immigration Tower	39/F	13/F	-	48	48
TIMS	Immigration Tower	38/F, 40/F, 41/F	15/F	7.5	67.5	75
TPD	Immigration Tower	39/F	11/F, 12/F	24	108	132
TSSD	Immigration Tower	39/F	11/F	-	48	48
FPD/PLB	Immigration Tower	39/F	14/F	9.94	51.8	61.74
TCD/NT	Immigration Tower	39/F, 40/F	14/F	-	288	288
FPD	Immigration Tower	40/F	14/F	15.33	160.37	175.7
IPRU	Immigration Tower	40/F	16/F	-	-	0
BRB	Immigration Tower	40/F	16/F	75	265	340
FSU	Immigration Tower	41/F	10/F	25	250	275
DS/PR	Immigration Tower	41/F	16/F	1160	222.3	1382.3
TS	Immigration Tower	41/F	16/F	3	3	6
CCU	Immigration Tower	41/F	16/F	27.5	9.75	37.25
HRDU	Immigration Tower	41/F	10/F	18	30	48
Office of Commissioners	Immigration Tower	41/F	16/F	49	61.1	110.1
Communal Facilities	Immigration Tower	41/F	16/F	-	-	0
DS/GR	Immigration Tower	41/F	10/F	-	137.5	137.5
DS/CR	Immigration Tower	41/F	16/F	345	-	345
IPRU	Immigration Tower	41/F	16/F	0.35	66.47	66.82
Sub-total:				1940.22	3240.59	5180.81
Kowloon Government Offices						
TCD	Kowloon Government Offices	5/F	10/F, 14/F	-	158.5	158.5
TCD	Kowloon Government Offices	16/F	10/F, 14/F	-	207	207
# TCD	Kowloon Government Offices	17/F	10/F, 14/F	16.5	373	389.5
Sub-total:				16.5	738.5	755
Rumsey Street Multi-storey Carpark Building						
TFMS	Rumsey Street Multi-storey Carpark Building	10/F	14/F	14.4	162	176.4
# TransU	Rumsey Street Multi-storey Carpark Building	11/F	10/F	0.4	4.1	4.5
# IMPS	Rumsey Street Multi-storey Carpark Building	12/F	14/F	8	64	72
Sub-total:				22.8	230.1	252.9
Yaumatei Carpark Building						
TCD	Yaumatei Carpark Building	9/F	14/F	-	-	0

Leased Premises

Division / Section	Current Office Location	Floor of the Current Office	Floor of the New Office at WKGO	Classified files/ Documents in linear metres	Unclassified files/ Documents in linear metres	Total File Storage (in linear metres)
AIA Tower						
FPD/PTFSSS	AIA Tower	25/F	11/F	0.25	1	1.25
FPD/PTFCSS	AIA Tower	25/F	14/F	1.88	30	31.88
Sub-total:				2.13	31	33.13
China Resource Building						
IAU	China Resource Building	24/F	10/F	8	18	26
SSD	China Resource Building	24/F	12/F	-	2	2
RSSD	China Resource Building	24/F	13/F	-	80	80
ESD	China Resource Building	24/F	12/F	-	0.3	0.3
SMD	China Resource Building	24/F	13/F	-	80	80
TSSD	China Resource Building	24/F	13/F	40	105	145
Sub-total:				48	285.3	333.3
Harcourt House						
VPS	Harcourt House	5/F	12/F	5	65	70
%VRMU	Harcourt House	5/F	12/F	6	46	52
ESD	Harcourt House	5/F	12/F	10.8	96.9	107.7
MPD	Harcourt House	20/F	12/F	-	2.5	2.5
SSD	Harcourt House	20/F	12/F	10.3	-	10.3
DS/GR	Harcourt House	20/F	10/F	-	-	0
FPD/Disabled	Harcourt House	20/F	14/F	0.7	35	35.7
FPD/Ferry	Harcourt House	20/F	14/F	32.97	139.09	172.06
Sub-total:				65.77	384.49	450.26
Hopewell Centre						
NFBET	Hopewell Centre	34/F	5/F	2.1	72.1	74.2
ProsU	Hopewell Centre	35/F	5/F	0.8	197.68	198.48
Sub-total:				2.9	269.78	272.68
MassMutual Tower						
MPD	MassMutual Tower	20/F	12/F	-	-	0
SSD	MassMutual Tower	20/F	12/F	12.8	48	60.8
MPD	MassMutual Tower	25/F	12/F	20	129	149
Sub-total:				32.8	177	209.8

Total File Storage in TD (in linear metres):	7884.23
Total Unclassified Files in TD (in linear metres):	5747.36
Total Classified Files in TD (in linear metres):	2136.87
Total Classified Files in the offices that do not have lift access (in linear metres):	24.9
Total Unclassified Files in the offices that do not have lift access (in linear metres):	441.1
Total File Storage in the offices that do not have lift access (in linear metres):	466

Remarks:

- The above figures are subject to change.
- For division(s)/ section(s) with #, their offices are located on the floors that can only be reached by stairs.
- % There are 170 extra boxes of application forms with the size 320W x 220D x 260H in VRMU.
- One linear metre of files is approximate equivalent to half of the volume of a 4-drawers filing cabinet with dimensions 470W x 610D x 1300H

Tentative Relocation Schedule to the South Tower of West Kowloon Government Offices (WKGO) (see Notes)

Floor at WKGO	Division/Section	Estimated No. of Staff	Current Office Location	Floor of the Current Office	21-24 Mar	18-24 Apr	13-19 May	20-26 May	27 May - 2 Jun	3-9 Jun	10-16 Jun	17-23 Jun	24-30 Jun	1-7 Jul	8-14 Jul	15-21 Jul	22-28 Jul	
5/F	NFBET	12	Hopewell Centre	34/F													✓	
	ProsU	18	Hopewell Centre	35/F													✓	
10/F	IAU	8	China Resources Building	24/F			✓											
	DS/GR	-	Harcourt House	20/F			✓											
	VSSD	21	Immigration Tower	34/F						✓								
	FSU	24	Immigration Tower	38/F						✓								
	FSU	-	Immigration Tower	41/F							✓							
	HRDU	7	Immigration Tower	41/F								✓						
	DS/GR	21	Immigration Tower	41/F		✓		✓	✓									✓
	TransU	3	Rumsey Street Multi-storey Carpark Building	11/F													✓	
	TCD	3	Kowloon Government Offices	5/F		✓												
	TCD/HK	1	Harbour Building	5/F		✓												
11/F	FPD/PTFSSS	14	AIA Tower	25/F													✓	
	TSSD	18	China Resources Building	24/F													✓	
	TPD	38	Immigration Tower	39/F								✓						
	TCD	16	Kowloon Government Offices	16/F		✓												
	TCD/HK	19	Harbour Building	5/F		✓												
	SMD	69	Immigration Tower	38/F, 39/F											✓			
	TSSD	29	Immigration Tower	39/F													✓	
12/F	TPD	38	Immigration Tower	39/F								✓						
	ESD	15	Eastern Law Courts Building	12/F						✓								
	SSD	9	China Resources Building	24/F			✓											
	ESD	-	China Resources Building	24/F						✓								
	VPS	8	Harcourt House	5/F							✓							
	VRMU	10	Harcourt House	5/F							✓							
	ESD	25	Harcourt House	5/F							✓							
	SSD	-	Harcourt House	20/F			✓											
	MPD	6	Harcourt House	20/F			✓											
	MPD	4	MassMutual Tower	20/F			✓											
	SSD	19	MassMutual Tower	20/F			✓											
	MPD	26	MassMutual Tower	25/F			✓											
	13/F	RSSD	9	China Resources Building	24/F									✓				
TSSD		18	China Resources Building	24/F									✓					
SMD		9	China Resources Building	24/F										✓				
SMD		69	Immigration Tower	38/F, 39/F											✓			
RSSD		33	Immigration Tower	38/F												✓		
TFW		13	Immigration Tower	38/F												✓		
14/F	TSSD	47	Immigration Tower	39/F	✓				✓								✓	
	FPD/PTFCSS	15	AIA Tower	25/F													✓	
	FPD/Ferry	14	Harcourt House	20/F								✓						
	FPD/Disabled	4	Harcourt House	20/F								✓						
	TFMS	12	Rumsey Street Multi-storey Carpark Building	10/F												✓		
	IMPS	7	Rumsey Street Multi-storey Carpark Building	12/F												✓		
	TCD	-	Yaumatei Carpark Building	9/F	✓													
	TCD/HK	19	Harbour Building	5/F	✓													
	TCD	16	Kowloon Government Offices	16/F	✓													
	TCD	26	Kowloon Government Offices	17/F	✓													
	TCD/NT	24	Immigration Tower	39/F, 40/F	✓													
	BMS	10	Immigration Tower	34/F									✓					
	TTMS	39	Immigration Tower	37/F													✓	
	FPD/PLB	5	Immigration Tower	39/F										✓				
FPD	12	Immigration Tower	40/F										✓					
15/F	TIMS	60	Immigration Tower	38/F, 40/F, 41/F		✓												
16/F	BRB	46	Immigration Tower	40/F				✓										
	IPRU	1	Immigration Tower	40/F					✓									
	DS/PR	32	Immigration Tower	41/F					✓									
	TS	3	Immigration Tower	41/F					✓									
	CCU	6	Immigration Tower	41/F					✓									
	Office of Com	19	Immigration Tower	41/F					✓									
	DS/CR	2	Immigration Tower	41/F					✓									
	IPRU	7	Immigration Tower	41/F					✓									
Communal Facilities	-	Immigration Tower	41/F					✓										

Notes:

- (1) The tentative relocation schedule is subject to the timely completion and satisfactory condition of South Tower, WKGO, for handover to TD in March/April 2019, and on the condition that all the new furniture and equipment items can be delivered and installed on time. The exact date of relocation for individual offices is subject to confirmation.
- (2) Relocation of individual offices may take place concurrently on either Wednesday or Saturday in the following pattern -
- Tuesday / Friday: Packing
Wednesday / Saturday: Relocation (and Unpacking)
Thursday / Sunday: Unpacking (if needed)

Information of Lifts and Loading Zones

Location	Lift No.	Use of Lift	Lift Door Size (W x H)	Lift Car Size (with bumper/ handrail) (D x W x H)	Loading Capacity	Headroom of Carpark/ Loading Zone	Estimated No. of Parking Available for Loading
Immigration Tower, 7 Gloucester Road, Wan Chai	32	Goods	1100mm x 2090mm	1650mm x 1900mm x 2280mm	1600kg	3100mm	2
*Kowloon Government Offices, 405 Nathan Road	2	Passenger	1050mm x 2050mm	1682mm x 1794mm x 2200mm	1600kg	N/A	N/A
#Harbour Building, 38 Pier Road, Central	9	Goods	1090mm x 2080mm	1300mm x 1825mm x 2290mm	1250 kg	Uncovered Area	2 (30mins/session)
^Rumsey Street Multi-storey Carpark Building, 2 Rumsey Street, Sheung Wan	5	Goods	1290mm x 1980mm	1640mm x 1430mm x 2380mm	1350kg	N/A	N/A
	3 & 4	Passenger	1010mm x 2090mm	1280mm x 1440mm x 2330mm	900kg		
Yaumatei Carpark Building, 250 Shanghai Street	1	Goods	1000mm x 2000mm	1240mm x 1320mm x 2200mm	750kg	N/A	N/A
Eastern Law Courts Building, 29 Tai On Street, Sai Wan Ho	8	Goods	1105mm x 2095mm	1410mm x 1930mm x 2285mm	1250kg	3200mm	1
MassMutual Tower, 33 Lockhart Road, Wanchai	9	Goods	990mm x 2080mm	1030mm x 1700mm x 2500mm	1000kg	N/A	N/A
Harcourt House, 39 Gloucester Road, Wan Chai	7	Goods	1200mm x 2080mm	1680mm x 1840mm x 3000mm	1350kg	3000mm	2
AIA Tower, 183 Electric Road, North Point	12	Goods	890mm x 2380mm	1320mm x 1550mm x 2530mm	900kg	3800mm	3
China Resources Building, 26 Harbour Road, Wanchai	17 & 18	Goods and Passenger	960mm x 2060mm	1335mm x 1300mm x 2380mm	1000kg	3000mm	3 (1 Medium goods vehicle, 2 Light goods vehicle)
Hopewell Centre, 183 Queen's Road East, Wan Chai	19 - 20	Goods	800mm x 2080mm	1760mm x 1395mm x 2880mm	1230kg	3100mm (Loading Zone)	24 in total at 4/F Loading area
West Kowloon Government Offices, South Tower 11 Hoi Ting Road, Yau Ma Tei, Kowloon	23	Goods	1200mm X 2500mm	1715mm x 2000mm x 3000mm	1600Kg	4700mm	6

*Kowloon Government Offices: The goods lift serves G/F -16/F only.

#Harbour Building: The contractor has to submit an application to the Building Management Office (BMO) if the parking time is longer than 30 minutes.

^ Rumsey Street Multi-storey Carpark Building:

1. The goods lift merely serves G/F, 9/F & 10/F
2. The goods lift's lobby on 10/F is located inside the office area of some users' departments. Advance notification and approval from the users' departments are needed.
3. The passenger lifts only serve even floors (without 12/F) and can be used for relocation only if the access to the goods lift's lobby on 10/F is not available.

Notes:

1. The contractor shall ask the BMO of the office premises concerned for details of for parking/loading arrangement.
2. The contractor shall make the necessary arrangements with relevant parties for the loading and unloading arrangement in office premises where there is no loading zone.