

本署檔案
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**Environmental Protection Department
Accounting Services Group
Supplies Section**

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環境保護署
會計部
物料供應組
香港鰂魚涌海灣街一號
華懋交易廣場五樓
五〇四至五〇五室

By Fax and/or email
5 May 2020

To Tenderers

Dear Sir/ Madam,

**Tender Addendum No. 2
Tender Ref: WMSD19015
Tender for Provision of services for Municipal Solid Waste Charging Trial Project
in Public Rental Housing Estates in Wong Tai Sin
and the New Territories (except Sai Kung)
Tender Closing on 19 May 2020 at 12:00 noon (Hong Kong Time)**

Further to the captioned tender notice issued on 28 February 2020, I wish to inform you that the Tender Closing Date is extended to **19 May 2020 (Tuesday) 12:00 noon (Hong Kong Time)**.

In this connection, an addendum has been made to the “Supplement to the Interpretation of the Standard Terms and Conditions”, “Notes for Tenderers”, “Terms of Tender (Supplement)”, “Schedule C – Proposed Monthly Wage Rates and Daily Maximum Working Hours”, “Marking Scheme and Assessment Criteria”, “Special Conditions of Contract” and “Annex C – Standard Employment Contract” as per **Annex 1** to this letter.

Apart from the above, other terms and conditions remain unchanged. Relevant sheets amended are enclosed for your replacement in Enclosure E to K. This addendum shall form part of the Tender Document.

To be considered as a valid tender, tenderers must deposit their tenders in the Government Logistics Department Tender Box located at the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before **19 May 2020 (Tuesday) 12:00 noon (Hong Kong Time)** in accordance with the requirements stipulated in the Tender Document. Late tender will not be considered.

In case an interested tenderer has already submitted a tender but wishes to make an amendment, it can do so by submitting a revised offer which shall be accompanied by a covering letter. The revised offer and the covering letter shall be submitted in the same manner as stipulated in the Invitation to Tender.

Should you have any further enquiries on the above, please contact Mr. Ken Fung at 3528 0434. Thank you for your attention.

Yours faithfully,



(Mr. Jacky CHAN)
for Director of Environmental Protection

c.c. E(SD)11 Fax: 2909 9521

Encls.

Annex 1

- Enclosure E – Amended page for “Supplement to the Interpretation of the Standard Terms and Conditions”
- Enclosure F – Amended page for “Notes for Tenderers”
- Enclosure G – Amended pages for “Terms of Tender (Supplement)”
- Enclosure H – Amended pages for “Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours”
- Enclosure I – Amended pages for “Marking Scheme and Assessment Criteria”
- Enclosure J – Amended page for “Special Conditions of Contract”
- Enclosure K – Amended page for “Annex C – Standard Employment Contract”

Tender Ref: WMSD19015

**Tender for Provision of services for Municipal Solid Waste Charging Trial Project
in Public Rental Housing Estates in Wong Tai Sin
and the New Territories (except Sai Kung)**

Amendments in Tender Addendum No. 2

<u>Documents</u>	<u>Original</u>	<u>Revised</u>
Para. (a) of "Supplement to the Interpretation of the Standard Terms and Conditions"	"SMW Plus Paid Rest Day Rate" has the meaning given to the term in Paragraph (a) of Schedule C – Proposed Monthly Wage Rates and Daily Maximum Working Hours;	"SMW Plus Paid Rest Day Rate" has the meaning given to the term in Paragraph (a) of Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours;
Para. 1(e) of "Notes for Tenderers"	Schedule C – Proposed Monthly Wage Rates and Daily Maximum Working Hours	Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours
Para. 2(a)(iii), 7(b) and 16(a)(iii) of "Terms of Tender (Supplement)"	Schedule C – Proposed Monthly Wage Rates and Daily Maximum Working Hours	Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours
"Schedule C - Proposed Monthly Wage Rates and Daily Maximum Working Hours" - throughout the document (including the title)	Proposed Monthly Wage Rates Proposed Committed Monthly Wage Rates	Proposed Monthly Wage Rate Proposed Committed Monthly Wage Rate
"Schedule C - Proposed Monthly Wage Rates and Daily Maximum Working Hours"	To add a paragraph after Para. (c) (d) The Tenderer shall provide <u>ONE</u> CMW rate only in the above table. In case more than one CMW rate is provided, only the lowest of the CMW rates provided will be used for tender evaluation purpose according to the guidelines set out in the Marking Scheme and Assessment Criteria. In case the lowest of the CMW rates provided is less than the SMW plus paid rest day rate, the procedures as stated in Paragraph (c) above will apply.	
Note 1 of Appendix I of "Marking Scheme and Assessment Criteria" – throughout the paragraphs of Note 1	monthly wages	monthly wage

<u>Documents</u>	<u>Original</u>	<u>Revised</u>
Clause 16 of the “Special Conditions of Contract”	<p>(d) In the event that the Contractor and comply with Clause 16(a) to Clause 16(c) above, as if references to “Contractor” read “sub-contractor”.</p> <p>(e) If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 16(a) to Clause 16(c) above the Government may terminate the Contract immediately.</p>	<p>(d) The Contractor shall also make available to the Government all such other information and documents as the Government may request such as wage books, bank autopay return, receipts of wages and record of contributions made under the Mandatory Provident Fund Schemes Ordinance (Cap. 485 of the Laws of Hong Kong) or under the Occupational Retirement Schemes Ordinance (Cap. 426 of the Laws of Hong Kong) to enable the Government to conduct the necessary verification.</p> <p>(e) In the event that the Contractor and comply with Clause 16(a) to Clause 16(d) above, as if references to “Contractor” read “sub-contractor”.</p> <p>(f) If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 16(a) to Clause 16(d) above the Government may terminate the Contract immediately.</p>
“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 - 第三(乙)條款” of “Annex C – Standard Employment Contract” (Chinese version)	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 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。	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。

Enclosure E

**Amended page for
“Supplement to the Interpretation of
the Standard Terms and Conditions”**

“Execution Plan”	means the proposed plan for execution of the Services to be submitted by the Tenderer as part of the tender set out in Paragraphs 7(c) to (d) of the Terms of Tender (Supplement) and to be further refined by the Contractor and approved by the Government upon commencement of the Contract;
“Innovative Suggestion”	means an innovative suggestion proposed by the Tenderer in its Tender to be assessed under Assessment Criteria (6) of the Marking Scheme;
“Accepted Innovative Suggestion”	means an Innovative Suggestion and its specifications, subject to negotiations if any, accepted by the Government;
“Non-skilled Workers”	means all unskilled workers employed or to be employed by the Contractor and/or the sub-contractor to work under the Contract, and for the present purpose, include the waste assessors deployed to conduct the waste assessment work specified in Clause 4.20 to 4.21 of the Service Specifications;
“Non-skilled Worker Contract”	means a non-works service contract of the Government that rely heavily on the deployment of Non-skilled Workers, and for the purpose of this Invitation of Tender, include this Contract;
“Relevant Offences”	means the offences as defined in Paragraph 9.3(a) of the Terms of Tender (Supplement);
“SMW Plus Paid Rest Day Rate”	has the meaning given to the term in Paragraph (a) of Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours;
“Standard Employment Contract”	means the written employment contracts to be entered into between the Contractor and its Non-skilled Workers and, where applicable, the written employment contracts to be entered into between the sub-contractor and its Non-skilled Workers, a copy of such contract and its guidance notes are annexed to the Tender Documents as Annex C;
“Statement of Convictions”	means the Statement of Convictions in respect of the Relevant Offences in the form of Schedule D;

Enclosure F

**Amended page for
“Notes for Tenderers”**

The Government of the Hong Kong Special Administrative Region**Provision of Services for Municipal Solid Waste Charging Trial Project
in Public Rental Housing Estates in Wong Tai Sin
and the New Territories (except Sai Kung)**

This Invitation to Tender is NOT covered by the
World Trade Organization Agreement on Government Procurement

Notes for Tenderers**1. Tender Document**

This Tender Document, identified as Tender Ref: WMSD19015, comprises the Interpretation, the Terms of Tender and the General Conditions of Contract under BD-TERMS-2 (October 2019) and the following documents:

- (a) the Tender Form (G.F. 231 – Parts 1 to 5) (applicable to Paper-based Tendering);
- (b) the Supplement to the Interpretation of the Standard Terms and Conditions;
- (c) the Notes for Tenderers;
- (d) the Terms of Tender (Supplement);
- (e) the Schedules
 - Schedule A – Price Schedule;
 - Schedule B – Job Experience of the Key Personnel of the Tenderer;
 - Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours;
 - Schedule D – Statement of Convictions;
 - Schedule E – Sub-contractor’s Acknowledgement;
 - Schedule F – Statement of Compliance;
 - Schedule G – Non-collusive Tendering Certificate;
 - Schedule H – Other Information;
- (f) the Appendix (Contact Details);
- (g) the Special Conditions of Contract;
- (h) the Service Specifications;
- (i) the Marking Scheme and Assessment Criteria;
- (j) Annex A (Reply Slip);
- (k) Annex B (Banker’s Guarantee); and
- (l) Annex C (Standard Employment Contract).

2. Tenderers’ Enquiries

- (a) Subject to Paragraph 2(b) below, any enquiries from a prospective Tenderer concerning the tender terms other than the Service Specifications or user requirements of this Tender Document up to the date of lodging its Tender with the Government shall be made in writing to EPD (Attn.: Senior Supplies Officer) in one of the following ways:

- (i) by facsimile on number (852) 2904 2710; or

Enclosure G

**Amended pages for
“Terms of Tender (Supplement)”**

**Provision of services for Municipal Solid Waste Charging Trial Project
in Public Rental Housing Estates in Wong Tai Sin
and the New Territories (except Sai Kung)**

Terms of Tender (Supplement)

1. Subject of Tender Invitation

- (a) Tenders are invited for the provision of services for Municipal Solid Waste Charging Trial Project in Public Rental Housing Estates in Wong Tai Sin and the New Territories (except Sai Kung) subject to and in accordance with the Tender Document.
- (b) In addition to the Contract under this invitation to Tender (Tender Ref.: WMSD19015), a Tenderer may separately submit tender for the following contract pursuant to its tender document:
- Provision of Services for Municipal Solid Waste Charging Trial Project in Public Rental Housing Estates on Hong Kong Island, Most of Kowloon, Sai Kung and Outlying Islands (Tender Ref.: WMSD19011)

2. Tender Preparation and Submission

- (a) Pursuant to Paragraph 3.3 of the Terms of Tender under BD-TERMS-2 (October 2019), a Tenderer shall complete:
- (i) Schedule A – Price Schedule with the item(s) fully priced, costed and totaled;
 - (ii) Schedule B – Job Experience of the Key Personnel of the Tenderer;
 - (iii) Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours, as Part I of the Technical Proposal on Labour Benefits;
 - (iv) A proposal with Execution Plan and Tenderer’s Experience in accordance with the Marking Scheme and Assessment Criteria and its Appendix I and II, as Part II of the Technical Proposal on Technical Attributes;
 - (v) Schedule D – Statement of Convictions;
 - (vi) Schedule E – Sub-contractor’s Acknowledgement;
 - (vii) Schedule F – Statement of Compliance;
 - (viii) Schedule G – Non-collusive Tendering Certificate
 - (ix) Schedule H – Other Information;
 - (x) Part 4 “Offer to be Bound” of the Tender Form (G.F.231) signed by the Tenderer; and

a Tenderer shall provide its contact details in the Appendix (Contact Details), a copy of which is attached to this Tender Document.

5. **Quotation**

- (a) A Tenderer shall quote, and any quotation submitted shall be deemed to be, an all-inclusive Estimated Contract Price in Part C of Schedule A – Price Schedule.
- (b) Apart from Sub-Paragraph (a) above, under no circumstances whatsoever will the Government be obliged to pay any other money to the Contractor under or in connection with the Contract.

6. **Probable Requirements**

The estimated quantities specified in Schedule A – Price Schedule, and other information, data and statistics set out in the Tender Document are provided for the Tenderers' reference only and are not binding on the Government. The Government disclaims liability for any loss or damage (including loss of profit) suffered or incurred by any Tenderer howsoever caused arising from the use of or reliance on any such information, data or statistics.

7. **Technical Proposal**

- (a) For the purpose of the feasibility evaluation of the quality of Services to be provided, a Tenderer shall submit a Technical Proposal including the “Labour Benefits”, “Execution Plan” and “Tenderer’s Experience”.

Labour Benefits

- (b) Tenderers shall provide information on Labour Benefits as specified in Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours when submitting their Technical Proposal.

Execution Plan

- (c) The Execution Plan shall address the following items:
 - (1) Implementation Plan
 - (2) Resources Plan
 - (3) Supervision and Quality Assurance Plan
 - (4) Innovative Suggestions
- (d) Tenderers shall provide detailed information in their execution plans in different aspects as stated in Sub-Paragraphs (c) (1) to (4) above. The plans should demonstrate the Tenderer’s ability to coordinate and deliver the Services promptly with quality assurance measures. Tenderers are also encouraged to make Innovative Suggestions in their proposed plans. Marks will be given according to the guidelines set out in the Marking Scheme and Assessment Criteria. All practical information included in the “Execution Plan” of the Technical Proposal submitted by the successful Tenderer shall form part of the Contract.

Tenderer’s Relevant Experience

- (a) Pursuant to Paragraph 25.1 of the Terms of Tender under BD-TERMS-2 (October 2019), the Tenderer attaining the highest combined score will normally be recommended for the award of the contract. The Government is not bound to accept the Tender with the lower price offer, or the Tender with the highest combined 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.
- (b) Award of contract shall be subject to the recommended Tenderer (and where applicable, its sub-contractor) not being debarred up to the date of the letter of acceptance due to conviction of any of the Relevant Offences in Paragraph 9.3 or accumulation of three or more Demerit Points in Paragraph 9.4. The recommended Tenderer will receive a letter of acceptance with a condition to this effect. Subject to the condition as mentioned above, a binding Contract would be deemed to have been constituted between the Government and the successful Tenderer upon issuance of the letter of acceptance by the Government.

15. Contract Deposit

- (a) Pursuant to Paragraph 27 of the Terms of Tender under BD-TERMS-2 (October 2019), 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 H – Other Information the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be deemed to have undertaken to pay the Contract Deposit to the Government in cash.
- (b) If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the banker's guarantee must be on the terms set out at Annex B.

16. Information / Items to be Submitted

- (a) A Tenderer shall submit the following information/supporting documents in its Tender **before the Tender Closing Date**:
 - (i) the price information as required in Part A to Part C of Schedule A – Price Schedule;
 - (ii) Schedule B – Job Experience of the Key Personnel of the Tenderer;
 - (iii) Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours, as Part I of the Technical Proposal on Labour Benefits;
 - (iv) a proposal with Execution Plan and Tenderer's Experience in accordance with the Marking Scheme and Assessment Criteria and its Appendix I and II, as Part II of the Technical Proposal on Technical Attributes; and
 - (v) Part 4 "Offer to be Bound" of the Tender Form (G.F.231) signed by the Tenderer.

Failure to submit any of the documents specified in Sub-Paragraphs (a)(i) to (a)(v) above will render a Tender not be considered further.

Enclosure H

**Amended pages for
“Schedule C - Proposed Monthly
Wage Rate and Daily Maximum
Working Hours”**

**Provision of services for Municipal Solid Waste Charging Trial Project
in Public Rental Housing Estates in Wong Tai Sin
and the New Territories (except Sai Kung)**

Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours
(To be completed and returned together with the Tender)

Tenderer shall provide information as specified in the following table.

Type of Contractor Personnel	Proposed Committed Monthly Wage Rate	Daily Maximum Working Hours to be specified in the Standard Employment Contract
Waste Assessor	HK\$	<input type="checkbox"/> (a) Ten (10) hours excluding meal break or less or <input type="checkbox"/> (b) _____ hours (To specify the number of hours in case the proposed daily maximum working hours are more than ten (10) hours excluding meal break.) <input type="checkbox"/> <i>please ✓ where appropriate</i>

- (a) Tenderers should note that the proposed monthly wage rate for Non-skilled Workers shall not be less than the monthly wage rate of statutory minimum wage per hour (SMW) plus paid rest days, derived on the basis of thirty-one (31) days (i.e. eight (8) hours of work per day, twenty-seven (27) working days plus four (4) paid rest days per month), irrespective of number of days in a particular month. The proposed monthly wage rate for Non-skilled Workers (i.e. Waste Assessors) to be employed for the Contract shall not be less than the monthly wage to be calculated based on the SMW under the Minimum Wage Ordinance (Cap. 608 of the Laws of Hong Kong), [i.e. Waste Assessors: \$9,300 (HK\$37.5 x 8 x 31)] (hereafter referred as “SMW plus paid rest day rate”).
- (b) The successful Tenderer should also note that the monthly wage rates payable to the Non-skilled Workers during the Contract Period shall not be less than that calculated from
- i) the SMW plus paid rest day rate;
 - ii) the monthly wage rate as committed by the Tenderer (viz the amount to be arrived by multiplying a committed hourly rate by 8 working hours (excluding meal break) and further multiplied by 31 days) during the Contract Period (“Committed monthly wage rate” or “CMW rate” which shall include paid rest days); or
 - iii) a revised SMW plus paid rest day rate brought about by a future revision of the SMW;
- whichever is the highest.
- (c) A Tenderer is required to state the CMW rate to the Non-skilled Workers on the basis mentioned in Paragraph (b)(ii) above. In case the CMW rate is missing or is

**Provision of services for Municipal Solid Waste Charging Trial Project
in Public Rental Housing Estates in Wong Tai Sin
and the New Territories (except Sai Kung)**

Schedule C – Proposed Monthly Wage Rate and Daily Maximum Working Hours
(To be completed and returned together with the Tender)

less than the SMW plus paid rest day rate as stated in Paragraph (b)(i) above,

- (i) then the Tenderer shall be deemed to have submitted a CMW rate which is not less than the SMW plus paid rest day rate for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm in writing the correctness of this presumption upon request by the Government Representative at any time before the tender exercise is completed and the tender will not be considered further; and
 - (ii) if the Tenderer offers an amount which is higher than the SMW plus paid rest day rate in subsequent clarification in writing pursuant to (i), the tender will only be assessed on the basis that the CMW rate is the same as SMW plus paid rest day rate. However, the higher CMW rate offered shall become binding if the Contract is subsequently awarded to this Tenderer.
- (d) The Tenderer shall provide ONE CMW rate only in the above table. In case more than one CMW rate is provided, only the lowest of the CMW rates provided will be used for tender evaluation purpose according to the guidelines set out in the Marking Scheme and Assessment Criteria. In case the lowest of the CMW rates provided is less than the SMW plus paid rest day rate, the procedures as stated in Paragraph (c) above will apply.
- (e) If a Tenderer fails to indicate the daily maximum working hours as required in the above table, the tender will be evaluated but the respective working hours proposed will be deemed to be more than ten (10) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of ten (10) hours or less in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the tender will only be assessed on the basis that the daily maximum working hours offered by the Tenderer is more than ten (10) hours. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

Enclosure I

**Amended pages for
“Marking Scheme and Assessment
Criteria”**

Appendix I

**Provision of services for Municipal Solid Waste Charging Trial Project
in Public Rental Housing Estates in Wong Tai Sin
and the New Territories (except Sai Kung)**

Assessment Criteria and Marking Guidelines for the Technical Proposal

Assessment Criteria		Maximum Mark	Passing Mark
I. Labour Benefits			
(1)	Proposed monthly wage for Non-skilled Workers ¹ to be employed under the Contract (see Note 1)	25	-
(2)	Proposed daily maximum working hours for Non-skilled Workers to be employed under the Contract (see Note 2)	5	-
II. Technical Attributes			
Section A. Execution Plan			
(3)	Implementation Plan (see Notes 3 and 6)	20	12*
(4)	Resources Plan (see Notes 4 and 6)	15	
(5)	Supervision and Quality Assurance Plan (see Notes 5 and 6)	13	
(6)	Innovative Suggestions (see Note 7)	12	-
Section B. Tenderer's Experience			
(7)	Tenderer's Relevant Experience (see Note 8)	10	-
Total Technical Mark		100	-

* Any tender which fails to score the passing mark of 5 under Assessment Criterion (3) (Implementation Plan) or the passing mark of 3.75 under Assessment Criterion (4) (Resources Plan) or the overall passing mark of 12 under Assessment Criteria (3) to (5) will not be considered further.

Explanatory Notes for Stage III – Technical Assessment**Note 1: for Assessment Criterion (1) – Proposed monthly wage for Non-skilled Workers to be employed under the Contract**

A zero mark shall be given to a tender where the monthly wage for Non-skilled Workers as proposed is below or equivalent to the monthly wage of the prevailing Statutory Minimum Wage (SMW) derived on the basis of thirty-one (31) days (i.e. eight (8) hours of work per day, twenty-seven (27) working days plus four (4) paid rest days per month), irrespective of number of days in a particular month.

Marks given to each tender will be determined by the following formula –

¹ “Non-skilled Workers” means the waste assessors as specified in the Supplement to the Interpretation of the Standard Terms and Conditions.

$$\text{Full mark} \times \frac{P - S}{H - S}$$

P = Proposed monthly wage for Non-skilled Workers of the tender being considered

H = Highest proposed monthly wage for Non-skilled Workers among all conforming tenders

S = The prevailing SMW monthly wage calculated on the basis of thirty-one (31) days (i.e. eight (8) hours of work per day, twenty-seven (27) working days plus four (4) paid rest days per month), irrespective of number of days in a particular month.

If the monthly wage for Non-skilled Workers proposed in a tender is missing or is less than the prevailing monthly wage of SMW on a 31-day-per-month basis, the tender shall be evaluated with the proposed monthly wage deemed to be the prevailing monthly wage of SMW on a 31-day-per-month basis for the purpose of tender evaluation. Such presumption will be revoked immediately if the Tenderer fails to confirm their abidance by the SMW upon request by the Government Representative at any time before the tender exercise is completed and the tender will not be considered further. If the Tenderer offers a higher amount than the SMW 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 SMW. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to the Tenderer.

Note 2: for Assessment Criterion (2) – Proposed daily maximum working hours for Non-skilled Workers to be employed under the Contract

Marks will be given as shown in the following:

- 100% - Proposed daily maximum working hours for the Non-skilled Workers as specified in Schedule C are 10 hours excluding meal break (i.e. net total) or less.
- 0% - Proposed daily maximum working hours for the Non-skilled Workers as specified in Schedule C are more than 10 hours excluding meal break (i.e. net total).

If a Tenderer fails to indicate any daily maximum working hours, the tender will be evaluated but the respective working hours proposed will be deemed to be more than ten (10) hours excluding meal break for the purpose of tender evaluation. If the Tenderer offers the daily maximum working hours of ten (10) hours or less in a subsequent clarification in writing upon request by the Government Representative at any time before the tender exercise is completed, the tender will only be assessed on the basis that the daily maximum working hours offered by the Tenderer is more than ten (10) hours. However, the smaller number of working hours offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.

Note 3: for Assessment Criterion (3) – Implementation Plan

The Implementation Plan shall cover the following items:

- (a) Work plan for liaising with the Estate Management Advisory Committees (EMACs) and Property Management Offices (PMOs) of the participating estates to obtain background information about the estates and seek their agreement on the Operation Plans
- (b) Methodologies and work plan for counting of bulky waste with and without designated labels at junkyards

Enclosure J

**Amended page for
“Special Conditions of Contract”**

- (vi) not allowing the Non-skilled Workers to work beyond the committed daily maximum working hours under the Contract.
- (d) The Contractor shall also make available to the Government all such other information and documents as the Government may request such as wage books, bank autopay return, receipts of wages and record of contributions made under the Mandatory Provident Fund Schemes Ordinance (Cap. 485 of the Laws of Hong Kong) or under the Occupational Retirement Schemes Ordinance (Cap. 426 of the Laws of Hong Kong) to enable the Government to conduct the necessary verification.
- (e) In the event that the Contractor engages a sub-contractor (the engagement of which is subject to the Government's prior written approval), it shall ensure that its sub-contractor shall also observe and comply with Clause 16(a) to Clause 16(d) above, as if references to "Contractor" read "sub-contractor".
- (f) If the Contractor or the sub-contractor fails to comply with any of its obligations in Clause 16(a) to Clause 16(d) above, without prejudice to any other rights, actions or remedies available to the Government including but not limited to the issuance of one or more Demerit Points to the Contractor and/or the sub-contractor, the Government may terminate the Contract immediately.

17. Debarment Mechanism and Demerit Point System

- (a) If the Contractor or any sub-contractor engaged by the Contractor is convicted of any of the Relevant Offences (regardless of whether the conviction arises from this Contract), such conviction(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.
- (b) If the Contractor is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to the Contractor.
- (c) If any sub-contractor engaged by the Contractor to perform this Contract is in breach of any contractual obligations referred to in the definition of "Demerit Point", the Government is entitled to issue a default notice to each of the Contractor and the sub-contractor.
- (d) Each default notice issued under Clause 17(b) or 17(c) attracts one Demerit Point. The Demerit Point(s) will be taken into account in the assessment of the Contractor/sub-contractor's offer (as the case may be) in future tender or quotation exercises.

18. Sub-contractors' Compliance with the Relevant Obligations

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

Enclosure K

**Amended page for
“Annex C – Standard Employment
Contract”**

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五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 22)

如僱員受僱工作的政府服務合約有列明標準僱傭合約第二十六至二十八條款的新權益適用，則以下第四至六條款於 2019 年 4 月 1 日起生效。為免生疑問，如僱員為僱主在多於一個職位工作，以下第四至六條款的新權益只適用於有關政府服務合約有列明新權益適用的職位。

- 四、如僱員為僱主在本僱傭合約下多於一個職位工作，僱員只需在緊接法定假日之前，已按連續性合約（所有職位包括在內）受僱滿 1 個月，便可獲發假日薪酬。為免生疑問，在緊接本僱傭合約生效日期前就任何職位的受僱期亦計算在內。僱主須根據《僱傭條例》的有關規定計算假日薪酬的款額，並最遲須於法定假日後的第一個發薪日支付假日薪酬給僱員。為免生疑問，本第四條款並不損害僱員根據《僱傭條例》享有假日薪酬的權益。
- 五、如僱員為僱主在本僱傭合約下多於一個職位工作，而在僱員某天或某更份就某一職位的工作期間，曾懸掛 8 號或以上風球（不論懸掛時間的長短），僱員就該職位在該天或該更份應獲支付的工資，為其本應就該職位在該天或該更份的工作時數賺取的工資的_____ %（所填寫的數字必須不低於 150）。僱員本應就該職位在該天或該更份的工作時數賺取的工資，包括僱員就該職位於該天或該更份的所有工作時數依其每月工資按比例計算的工資、根據附表第二或第三條款訂明百分比計算的超時工作工資（如適用）及根據附表第二條款應獲付的用膳時間薪酬（如適用）。
- 六、(甲) 在某一職位屆滿或終止時（而終止的原因並非基於《僱傭條例》第 9 條(註 23)的理由而作出），如：
 - (i) 在緊接該職位屆滿或終止之前，僱員已在該職位受僱於僱主不少於 12 個月；及
 - (ii) 在緊接該職位屆滿或終止之前，僱員已按連續性合約（所有職位包括在內）