



Labour Department (Headquarters)

勞工處 (總處)

Your reference 來函編號 :

Our reference 本處檔案編號 : LD/CR 814/1

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5 August 2003

Clerk to the Panel on Manpower
Legislative Council
3/F, Citibank Tower
Central
Hong Kong
(Attn : Mrs Eleanor Chow)
Fax : 2509 0775

Dear Mrs Chow,

**LegCo Panel on Manpower
List of follow-up actions**

I refer to your letter of 16 July 2003 regarding the captioned subject. The Administration has been requested at item 8 of the list “to provide the relevant part of a contract showing that the wages and working hours of staff to be hired by contractors were specified”.

In this connection, The Food and Environmental Hygiene Department has provided the relevant extracts at Annex from a tender document for “Provision of Roving Team Cleansing Services for Cleansing of Old Tenement Buildings in Hong Kong, Kowloon and New Territories Districts” for Members’ reference.

Yours sincerely,

(Anson Lai)
for Permanent Secretary for
Economic Development and Labour (Labour)

Special Conditions of Contract

14. Personnel Record

- (a) It is the responsibility of the Contractor to seek permission and consent from his employees, Sub-contractor and agents engaged to release and provide for the purposes of this Contract their personal data, records and photographs to the Government Representative.
- (b) 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.
- (c) The Contractor shall maintain proper records of all managerial and supervisory staff employed by him under the Contract. Such records, including the relevant qualifications shall be produced to the Government Representative on demand.
- (d) The Contractor shall enter the employment agreement including any amendments, variations or cancellation with his staff in writing (if the contractual period exceeds 7 days) containing at least the employment period, the rest day arrangements, the wages payable to the staff and that the parties to the employment agreement agree that they consent to the production of the written employment agreement and all documents relating to the employment to the Government Representative and to the Labour Department for law enforcement purpose upon request. The Contractor shall inform his employees of the minimum wages as committed in the Document by the Contractor.
- (e) The Contractor shall within two (2) weeks from the commencement of the Contract provide the Government Representative with a copy of all employment agreements entered into under sub-clause (d) hereof at his own costs. In the event that there is any subsequent change of employee(s) or of the terms of any employment, including but not limited to those terms referred to in sub-clause (d), the Contractor shall provide the Government Representative within three (3) days after such change with a copy of any new employment agreement entered into or any employment agreement as amended, as the case may be, at his own costs.
- (f) The Contractor shall keep proper record of the written employment agreement 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 his right to demand payment in legal tender in which event the Contractor shall obtain official receipt from the relevant employee.

Special Conditions of Contract

18. Level of Wage

- (a) The Contractor shall pay the wages not less than those specified by him in Schedule 3 for each workman on the basis of eight (8) working hours per day and twenty-six (26) working days per month. For the avoidance of doubt, the monthly wage for staff with working hours deviating from the referenced eight (8) working hours per day and twenty-six (26) working days per month shall be determined on pro rata basis.
- (b) The Contractor undertakes and warrants that he will pay each workman the wage specified in Clause 18(a) above at the time and in the manner so agreed between the Contractor and his staff.
- (c) For reference purpose, the Contractor's attention is drawn to the wage statistics concerning the overall average monthly salary for Cleaner (general) in Sanitary and Similar Services, as published in the Quarterly Report of Wage and Payroll Statistics by the Census and Statistics Department in the edition for the time being in force (that is, December 2002 Edition).
- (d) Any breaches of the wage level undertaking may be construed as a material breach of the Contract and the Government Representative may have a right to seek other appropriate remedies which include the right to terminate the Contract under Clause 21 hereof or Clause 23 of the General Conditions of Contract.
- (e) The Contractor shall ensure and procure that his contract with his Sub-contractor shall contain a contractual clause to the same effect as Clause 18 hereof. The Contractor shall ensure that any default of the said contractual clause by the Sub-contractor shall be readily remedied. 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 Clause 21 hereof or Clause 23 of the General Conditions of Contract entitling the Government to terminate the Contract forthwith thereunder.
- (f) If the Contractor is in breach of any of the commitments set out in Clause 18(a) and 18(b) hereof, the Government Representative shall be entitled to record in writing a Notice of Default in Employment Commitment and serve the same upon the Contractor. Without prejudice to this and any other rights, remedies or actions to be taken under the Contract or affecting the obligation of the Contractor to readily remedy the breach so identified, the Government Representative shall be entitled to make a deduction in the form of liquidated damages of a sum equivalent to the actual administrative cost incurred for enforcing the contractual terms of this Clause which is calculated as HK\$2,688.

**Schedule 1
Manpower, Vehicles and Job Requirements**

Working Day	Work Shift	Manpower/ Vehicles/ Equipment Requirements	Location of Work (See Note)	Job
<p>On six-day week basis.</p> <p>The Government Representative shall have the right to determine the day-off for the Contractor's employees.</p>	<p>Eight (8) working hours (net total) per day basis, normally from 0800 hours to 1200 hours and from 1300 hours to 1700 hours.</p> <p>However, the Contractor shall note that the Government Representative shall have the right to direct his employees to work on irregular shift for the performance of the Services.</p>	<p>To provide two (2) teams each with manpower/vehicle equipment requirements specified below to the District for the performance of the Services.</p> <p><u>Manpower/Vehicle/ Equipment Requirements for a Team</u></p> <p>Each team shall comprise –</p> <ul style="list-style-type: none"> (i) one (1) supervisor and eight (8) workmen; (ii) adequate related work gears, cleansing equipment, materials and tools; and (iii) vehicle(s) for transportation of the staff and equipment, materials and tools. 	<p>Any old tenement buildings in the District as directed by the Government Representative.</p>	<p>To carry out cleansing operations in old tenement buildings for the removal of Waste from and washing of the accessible common parts, and any other related duties including transportation of Waste arising from such operations to designated refuse disposal points or sites, as directed by the Government Representative.</p> <p>For washing operations, the Contractor shall scrub with cleansing agents to remove all grease and stains on surfaces, then rinse until the surfaces are free of grease, dirt, stains and slippery substances. Finally, to remove all excess water by squeegeeing or other suitable methods.</p>

Note : The Government Representative shall have the right to redirect the staff and resources employed by the Contractor under the Contract to any where in the Territory as necessary.

Schedule 3

(Clauses 18, 19 and 21 of Special Conditions of Contract apply to this Schedule)

Proposed Monthly Wages for Employees of Contractor

Post of Staff	Proposed Monthly Wage (See Notes 2 and 3)
Supervisor (See Note 1)	HK\$ _____
Workman	HK\$ _____

Note 1 : Service Providers' attention is drawn to Clause 7(d) of the Special Conditions of Contract that a Supervisor-in-charge is required to be appointed to be in charge of the Services.

Note 2 : Service Providers should note that the proposed monthly wage shall be on the basis of 8 working hours per day and 26 working days per month. Service Providers' attention is also drawn to Clause 18 of the Special Condition of Contract concerning the level of wage for workmen.

Note 3 : Service Providers should note that only the proposed monthly wage for workmen is an item of consideration under item A.2 of the Marking Scheme for Quotation Assessment as set out on page 10 of this Document.

Authorized Signature &
Company Chop : _____

Name of Person Authorized
to Sign (in Block Letters) : _____

Name of Service Provider in English
(in Block Letters) : _____