

香港中文大學逸夫書院
膳堂管理委員會
承辦學生及教職員膳堂投標章程
Tender No. (招標編號) : CS-21-0303

逸夫書院為香港中文大學成員書院之一，現有學生約3400人，教職員約300人。書院有兩座學生宿舍，共容納宿生近1200多人。逸夫書院膳堂管理委員會(膳委會)負責膳堂管理及招標工作，膳堂現時之承辦商合約將於2021年6月底屆滿，現邀請有意承辦膳堂之商號投標。

一. 面積及設備

- (1) 膳堂位於國楸樓學生宿舍地下平台及底層LG1樓，樓面面積達4575呎，最高可容納250人。膳堂圖則請參閱「附錄一」。
- (2) 校方僅供應廚房內之部份器具和設備如煮食爐、洗滌盤、抽油煙機等，若承辦商認為該等提供不足夠或不合用，可向膳委會申請安裝其他符合規例之設備，惟所有費用需由承辦商負責。若承辦商認為有需要，可自費更換、添置或改裝，惟事前須取得膳委會之批准。
- (3) 膳堂內之基本燈光與冷氣設備均由校方供應及負責保養。若承辦商認為有需要，可自費更換、添置或改裝，惟事前須取得膳委會之批准。
- (4) 各款食具如杯、碟、刀、叉及廳面之傢具如餐枱、椅等由承辦商自置。
- (5) 由校方供應的器具及設備，將由校方負責保養及維修，惟日後需要更換或補充時則由承辦商負責。所有由承辦商購置的器具及設備，將由承辦商負責保養及維修。

二. 服務時間

- (6) 膳堂的實際營業時間需與膳委會商討，並於宿期內(除農曆新年假期外)不設休息。承辦商可申請宿期內休息，惟事前必須取得膳委會特別批准。膳堂如有特別原因需更改營業時間或於節日或公眾假期休息，亦須先行向膳委會申請。
- (7) 適切的營運時間是其中一個主要的評審準則。
- (8) 因應現時新冠肺炎疫情發展，餐廳營業時間可與膳委會商討後作臨時調整。

三. 食品飲料供應

- (9) 膳委會希望於膳堂提供更多健康食品及素食，承辦商需於計劃書內列舉有關菜單。食品及飲料之種類及定價由承辦商提出，並由膳委會核准方可實施。一般而言，售價每年調整不逾一次。
- (10) 校內部門團體之聚餐或茶會收費由雙方議定。
- (11) 承辦商須供應早、午、晚三餐及中、西宴會及筵席，並於菜式供應上照顧素食者的需要。
- (12) 校內部門團體及書院教職員聯誼會成員惠顧可先掛賬，每月經大學扣除承辦商應付之數後支付。

四. 大學外判政策

- (13) 社會責任
能證明實踐企業社會責任的承辦商可獲優先考慮，其中的例子包括：
 - a) 支持弱勢社群，例如：邊緣青年、復康人士、受社會福利支援者；
 - b) 為弱勢社群創造就業機會；
 - c) 為社會、慈善機構、有需要人士作出具規模的財政支持；或改善非技術勞工的勞工福利；
 - d) 實踐公平貿易。
- (14) 承辦商作為僱主的責任
 - a) 承辦商聘請其僱員時，須聘請符合香港特別行政區僱傭條例(第57章)的僱員及/或其他香港特別行政區的法例。

- b) 承辦商須按照僱傭條例(香港法例第57章)、僱員補償條例(第282章)、職業安全及健康條例(第509章)、強制性公積金計劃條例(第485)、最低工資條例(第608章)及其他香港特別行政區的法例，承擔作為僱主應有的責任。
- c) 承辦商須以正式書面僱傭合約聘請員工。
- d) 薪金
 - i) 承辦商應向非技術員工提供有薪休息日和有薪用膳時段，並按照最低工資標準訂立薪金。能提供高於基本要求的承辦商可獲優先考慮。
 - ii) 承辦商需準時發薪，並妥善保留工資支出記錄證明。當大學與承辦商及其員工於提供合約期間出現勞資糾紛時，將有可能要求承辦商提供上述證明。
 - iii) 承辦商應向非技術員工發出以中文和/或英文寫成的僱傭條款，其內容包括：薪金、工資期、發薪日及僱傭條件等。
- e) 薪金僱傭合約應清晰列明工作時數，如有超時工作，承辦商需按照已經同意的比率支付超時工作薪酬。
- f) 承辦商應向其員工提供安全及健康的工作環境，並採取一切預防和/或改善措施，減低餐廳內發生意外；並向員工提供認可機構(例如：勞工署職業安全及健康訓練中心)所舉辦的相關職業安全訓練課程。
- g) 承辦商應建立切合的渠道處理員工的不滿及投訴。如出現有關薪金支付、工作安全、僱傭條件事宜等嚴重勞資糾紛，承辦商的員工可尋求大學協助解決事件。
- h) 承辦商應向大學提供過去五年無論本地或海外有關違犯僱傭條例、最低工資條例、強制性公積金計劃條例、反歧視條例及其他職業安全及健康條例定罪紀錄。
- i) 承辦商應提供其將於大學工作的員工相關記錄，包括：全職員工、兼職員工和日薪員工的比例及為承辦商工作兩年或以上的員工名單。
- j) 承辦商應遵守下列行為守則：
 - i) 承辦商應承諾以合乎道德、負責任、透明及良好信譽的方式經營餐廳。
 - ii) 承辦商應遵守人權及平等機會的基本原則，不得在聘請及僱用過程中對員工作出任何形式的歧視。
 - iii) 承辦商應向員工提供安全及健康的工作環境，並給予員工適當訓練。
 - iv) 承辦商應尊重員工，不得作出任何形式的剝削。
 - v) 承辦商應確保員工有表達自由及組成職工會的自由，並設立溝通渠道聽取員工的意見。
 - vi) 承辦商應為其供應商的行為負責，確保供應商遵守上述行為守則。

(15) 環保政策

- a) 大學採取了一系列的環保政策，包括：可持續政策、環境政策、無煙校園政策、能源政策及環保採購政策等。詳情可參閱：<https://www.cpsu.cuhk.edu.hk/en-gb/about-us/sustainabilitypolicies-and-practices>。承辦商應注意並遵守以上環保政策。
- b) 基於上述15(a)，承辦商所提交的計劃書必須包括環保措施供膳委會評審。其中可包括(但不限於)：透過採購、餐單設計及鼓勵顧客減少浪費等方法減少廚餘、廢食油及垃圾的數量；推行廚餘分類及提供廚餘及廢食油予回收商製成魚糧、肥料、燃料等；減少環境噪音及異味、保持環境衛生；鼓勵顧客購買外賣時自備器皿及協助宣傳環保意識等工作。
- c) 承辦商必須使用可生物降解或含有循環再造物料的外賣器皿，不可使用危害生態環境或人體健康的物料(如發泡膠)。
- d) 承辦商須保持油隔池的排水暢順。隔油池收集得的油脂廢物須給予環保回收商作非食用用途，不可排放至下水管道。
- e) 大學預計未來將陸續推行新的環保政策/措施，其中包括聘請外判商回收校內的廚餘及/或廢食油，承辦商須盡量配合有關政策/措施。屆時大學將與承辦商商討有關細節及安排。
- f) 承辦商不可於校內提供或售賣魚翅、黑鮪魚、髮菜或相關產品。

四. 按金及其他收費

- (16) 有意投標者於呈交申請表及計劃書時須預繳港幣20,000元按金，以保證投標人於中標後必須履行簽約時之承諾。該筆款項以劃線支票形式繳付，抬頭請寫「香港中文大學」。按金於簽約時將自動轉為首月的管理費。倘若投標人於中標後未能履行簽約之承諾，該20,000元按金將不會發還。未能中標之按金將於2021年8月底前發還。中標者之膳堂合約則於2021年7月1日或之後生效，確實生效日期需要經大學及承辦商雙方商議。所有承辦商繳付之按金，本校不付利息。
- (17) 中標之承辦商須於簽署合約時繳交港幣200,000萬元予大學作保證金，該筆款項將於合約完結時發還，惟大學有權扣除部分或全部保證金以抵償承辦商未繳付之任何費用。所有承辦商繳付之保證金，本校不付利息。
- (18) 承辦商每月須負責繳付電費、冷氣費、水費及石油氣等燃料費。另外，承辦商須於承辦膳堂合約期內每月繳付港幣20,000萬元管理費予大學，作為設備折舊、保養及管理等用途，膳委會並有權按時調整有關管理費用。（*如經營環境受新冠肺炎疫情影響，膳委會會適時檢討及調整管理費用。）
- (19) 如欲安裝電話，安裝費及日後之電話費亦由承辦商承擔。

五. 監督與問責

- (20) 承辦商需接受膳委會對其所提供服務的監督。
- (21) 承辦商需負責保持大學為配合其顧客的需要所提供的設施(包括男、女及傷殘人士公用洗手間)的清潔及妥善管理。
- (22) 承辦商需於每年7月份向膳委會提交年結財務報告表及不定時應膳委會的要求公開財務簡報。
- (23) 承辦商需按膳委會的要求出席公開場合(包括會面、論壇)及以書面接受及回應顧客對其提供服務的意見。

六. 標書內容須知

- (24) 投標商須根據上述章程於投標計劃書內列出詳細的營運模式，並提供下列基本資料，以供評審之用：
 - a) 公司背景、公司架構、財務狀況及與營運相關的經驗。
 - b) 股東人數、資本總額預算(包括裝修費)及首年的財務預算。
 - c) 膳堂內部規劃、座位擺設、設計圖則及運作模式(包括營業時間之建議)。
 - d) 詳細餐單及價目表建議食物及飲品的種類及售價(須包括健康食品及素食食品)。
 - e) 投標者應提供過去實踐企業社會責任的證明記錄(如適用)。
 - f) 投標者應列出營運人力資源計劃，提供將安排於大學工作的員工數目，包括：全職員工、兼職員工和日薪員工的比例及為承辦商工作兩年或以上的員工數目。
 - g) 投標者應呈交標準僱傭合約、不同職位的非技術勞工最低工資及員工的薪金架構。
 - h) 投標者應提供處理員工不滿及投訴的安排或部門等詳細資料。
 - i) 投標者應提供配合大學環保政策的措施詳情。
 - j) 投標者須於建議書中另行列出未能符合章程中列出的條款(如適用)。
 - k) *投標者須提交過去5年無論本地或海外有關違犯僱傭條例、最低工資條例、強制性公積金計劃條例、反歧視條例及其他職業安全及健康條例定罪紀錄。
 - l) *交回已簽署反共謀條款的確認信，表示投標者已明白及確定遵守反圍標條款的內容。
 - m) 投標者須按投標申請書內註明的截止日期遞交標書及相關文件。
*未能提供確認信或記錄的投標承辦商將被取消資格。
- (25) 在投標過程中，承辦商不可以任何方式與其他人合謀。投標者亦須呈遞已簽署反共謀條款的確

認信，表示投標商已明白及確定遵守反圍標條款的內容。未能提供此確認信的投標承辦商將被取消資格。

- (26) 投標者必須正確填寫申請書及投標書上各項資料，若故意遺漏，其投標資格有被取消之可能。投標者如在2021年6月30日前仍未獲通知，其申請即作落選論。
- (27) 膳委會將於2021年4月15日（星期四）下午2時30分於逸夫書院院輔仁中心舉行簡介會，有意參加者可 (1) 於網上登記: <https://bit.ly/3rMZhUD> 或 (2) 致電陳小姐 (電話: 3943 8597) 登記。簡介會後可安排實地介紹。
- (28) 標書的評審準則包括(但不限於):
- 價目/優惠。
 - 食品品質及種類。
 - 承辦商過往經驗及提供的特色美食。
 - 對服務及環境保護的承擔。
 - 僱主責任，如僱員數目、薪酬水平及福利架構，及社會企業責任。

備註：

- 大學將根據所提交標書內容對所有投標者進行評審；如有關標書未能符合上述要求，則有關標書將告無效，不會獲得繼續考慮。
 - 大學有絕對權力決定不接納任何投標而不需作出解釋。
 - 大學有絕對權力選取任何承辦商。
 - 大學保留對章程及一切有關文件的解釋權。
 - 中標之承辦商與香港中文大學校方達成協議後，將另訂詳細合約。
- (29) 終止合約
- 在簽訂合約後，如發生以下情況，大學將保留權利終止承辦商的合約：
- 承辦商在投標書中提供不正確、不實或不完整的資料。
 - 在合約期間，承辦商無法遵守投標規格或承諾書中的要求。
 - 在合約期間，承辦商拒絕或無法提供有關與員工糾紛及員工投訴的文件及資訊。
 - 發生勞資糾紛時，承辦商拒絕與大學或於大學工作的員工溝通，或拒絕參與相關的和解過程。
 - 在同意和解後，承辦商無法履行已經同意的條件。
 - 承辦商在食物質素、衛生及營運安排上持續不達標。

七. 其他

- (30) 中標之承辦商與香港中文大學逸夫書院院方達成協議後，將另定詳細合約，合約為期2年。首屆合約期滿後，如雙方無任何異議，合約可續2年，條件另議。次2年合約期滿後，商議另訂續約1年。
- (31) 承辦商於合約期內持有效的保險，其中包括 (但不限於) 勞工保險、公眾責任保險 (投保額為不少於20,000,000萬港元) 及盜竊保險、火險及第三者責任保險等。
- (32) 承辦商須負責及承擔因承辦商或其僱員於運作上引致他人傷亡及財物損失責任，校方一概不負責，因此承辦商須購買合適及足夠之公眾責任保險。
- (33) 本章程只供參考，一切承辦細則，以最後簽訂合約為準。
- (34) 如有任何疑問，請致電 3943 7361 向陳小姐查詢。

2021年3月

香港中文大學逸夫書院
承辦書院教職員及學生膳堂申請書
Tender No. (招標編號) : CS-21-0303

一·投標人姓名/註冊商號	(中文)	
	(英文)	
商業登記証號碼：_____	聘用人手總數：_____	資本額：_____
啟業日期：_____	平均每年生意額：_____	股東人數：_____
二·通訊地址： _____		
三. 負責人/聯絡人姓名： _____		
聯絡電話：_____ (辦公室)		_____ (手提電話)
傳真號碼：_____		
四·曾經或現時經營之飲食機構資料		
機構名稱、地址、座位總數與菜式種類 (詳情可另紙書寫)	經營日期	

六. 本人 / 公司同意若中標後本人 / 公司未能簽署承辦合約，按金港幣 20,000 元
(_____ 銀行支票編號 _____) 將由逸夫書院沒收，
不得異議。

日期：

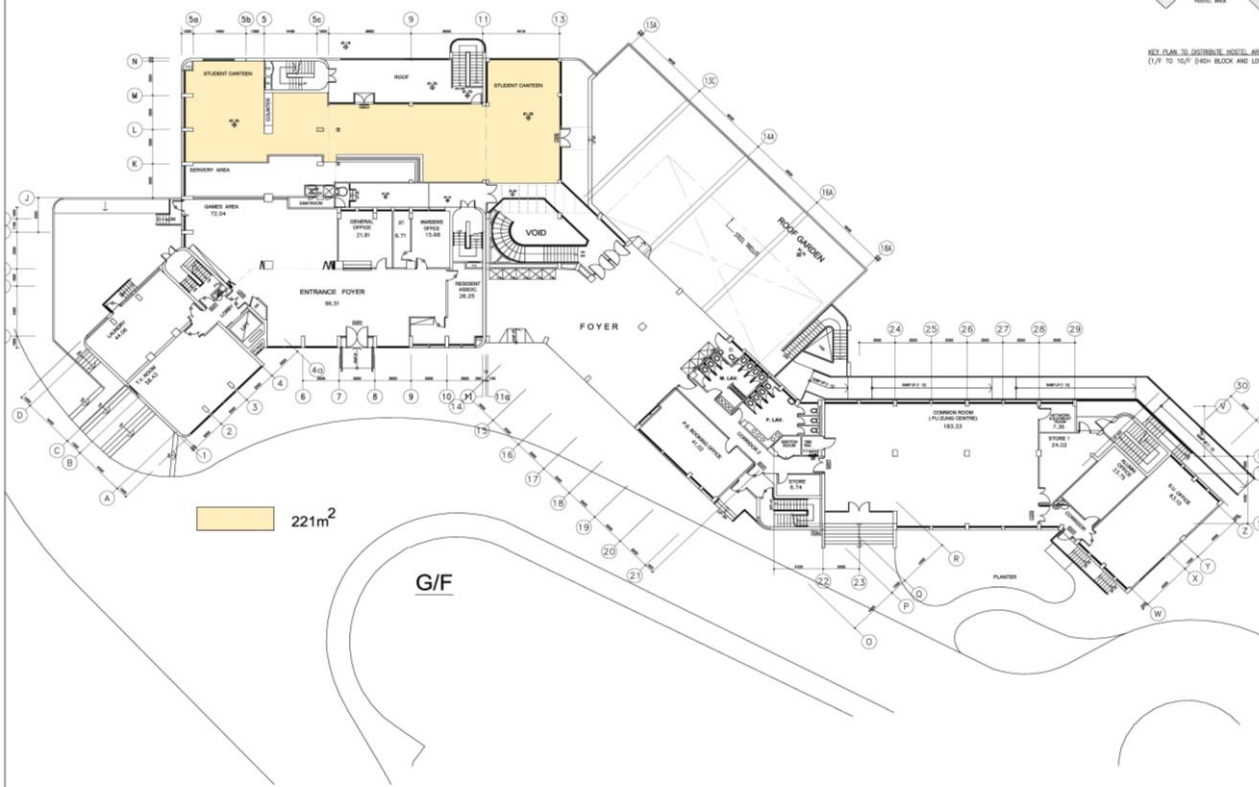
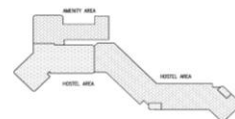
投標人/授權董事簽名：

公司印鑑：

投標須知

- 請把下列文件於2021年5月6日下午2時30分前送達香港中文大學兆龍樓一樓商務組投標箱。信封面請註明「逸夫書院膳堂投標」。逾期標書一概不受理。
 - 填妥之投標申請書、計劃書、投標表格、投標承諾、人力資源調配計劃(附加投標表格甲)及僱員薪酬制度(附加投標表格乙)；
 - 標書(內容參閱投標章程及標書內容須知)；
 - 已簽署的反圍標保證書；
 - 並無違反僱傭法例聲明書/因違反僱傭法例而遭定罪的紀錄；
 - 商業登記證影印本；及
 - 按金支票。
- 如有需要，膳委會將約見合適之投標承辦商。
- 以上資料只會用作招標承辦本院學生及教職員膳堂之用，所有記錄將於投標程序完成後銷毀。

Student Canteen (學生膳堂)
G/F, Kuo Mou Hall



Campus Development Office
The Chinese University of Hong Kong
Sha Tin, New Territories

Note:
- Do not scale drawings
- Do not write dimensions and grid lines only
- Dimensions of existing works to be checked on site

Drawn by	Date
Checked by	OCT 2009
Scale	Scale
Project	Project

KUO MOU HALL

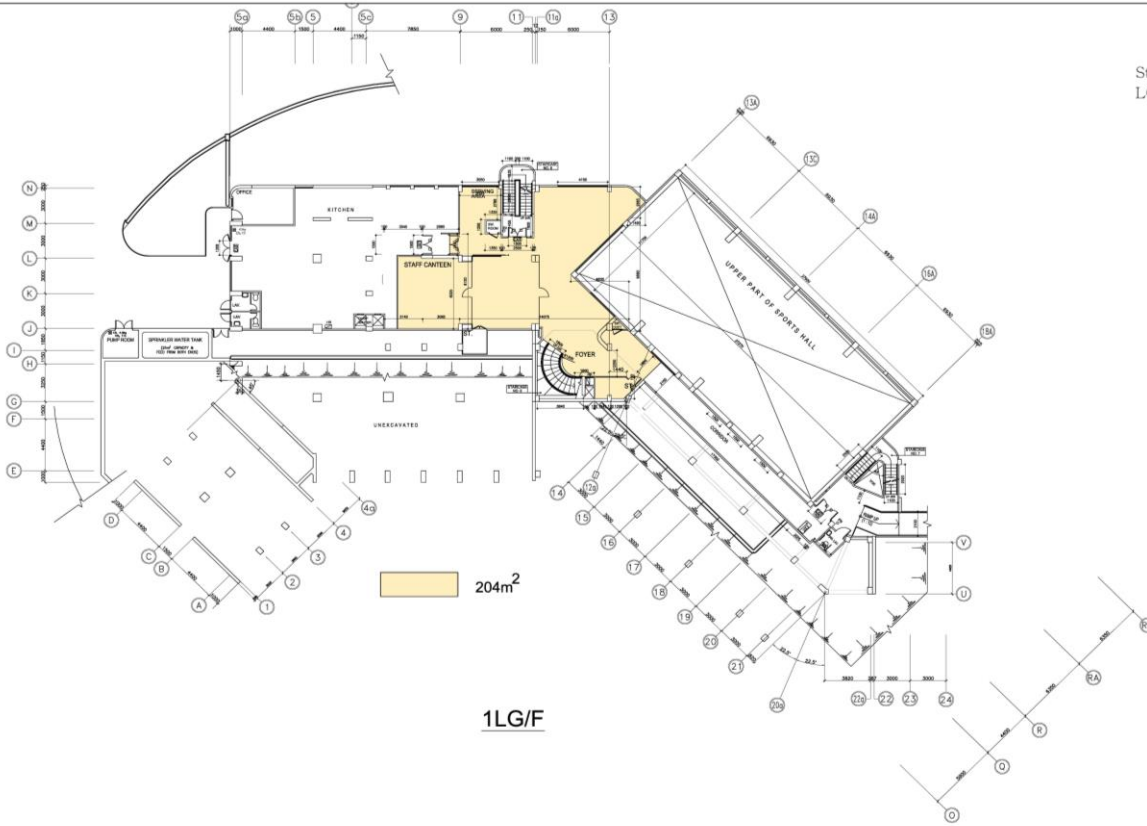
Drawing Title

G/F PLAN

Drawing Number	Revision
S1 / LD-04	-

LDG Ref:
S1_G.dwg

Staff Canteen (職員膳堂)
LG/F, Kuo Mou Hall



Campus Development Office
The Chinese University of Hong Kong
Sha Tin, New Territories

Note:
- Do not scale drawings
- Do not write dimensions and grid lines only
- Dimensions of existing works to be checked on site

Drawn by	Date
Checked by	OCT 2009
Scale	Scale
Project	Project

KUO MOU HALL

Drawing Title

1LG/F PLAN

Drawing Number	Revision
S1/LD-03	-

LDG Ref:
S1-LG1

LEGEND:
 Student Day Facilities (S/110)
 Student Dining & Social Activities (S/120)

The Chinese University of Hong Kong

香港中文大學

Tender Form

投標表格

Tender No. (招標編號): CS-21-0303

Please put a tick "✓" in the appropriate box.

請在適當的空格填上“✓”號。

For
CUHK
Use Only
只供香港
中文大學
使用

1.	Have you read and understood the anti-collusion clause and returned the signed anti-collusion form? 你是否已閱讀並理解反圍標條款及簽妥並交回反圍標的表格?	Yes, as attached 是, 已附上 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
2.	Have you provided the past records of practising corporate social responsibility? (e.g. support of under-privileged person, creating employment for under-privileged group demonstrating a considerable amount of financial support to the society, charity, needy people, practising fair trade.) 你是否已提交企業社會責任的過往記錄? (例如: 支持弱勢社群; 為弱勢社群創造就業; 以資金支持社會、慈善事業及有需要人士; 實行公平貿易。)	Yes, as attached 是, 已附上 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
3.	a. Do you have any conviction records, local and overseas, relating to the violations of the employment and related ordinances in the past five years? 在過去五年內, 你有沒有任何違反本地及海外勞工及相關法例的定罪紀錄? b. If "Yes", have you provided the conviction records, local and overseas, relating to the violations of the employment and related ordinances in the past five years? 如果「有」, 你是否已提供有關過去五年違反本地及海外勞工及相關法例的定罪紀錄?	Yes 有 <input type="checkbox"/> As attached 已附上 <input type="checkbox"/>	No 沒有 <input type="checkbox"/> No 否 <input type="checkbox"/>	
4.	Have you provided a sample of standard employment contract of your company? (Work hours shall be explicitly indicated in the employment contract. Overtime shall be compensated at agreeable pre-determined rates.) 你是否已提交一份貴公司的標準僱用合約樣本? (工作時間應在僱用合約中明確註明。超時工資應按預先同意的方法計算。)	Yes, as attached 是, 已附上 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
5.	Have you provided the manpower deployment plan showing the proportion of full-time vs part-time employees vs daily rated workers who will serve CUHK during the contract period and the proportion of such employees who have been in the employment of your company for 2 years or above? (Please use Supplementary Tender Form A or similar format) 你是否已提交人力資源調配計劃列明在合約期間向香港中文大學提供服務之全職員工、兼職員工及日薪計算工人的比例和列明於貴公司工作兩年或以上員工的比例? (請使用附加投標表格甲或近似格式)	Yes, as attached 是, 已附上 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
6.	Have you provided the wage structure of your non-skilled employees? (Please use Supplementary Tender Form B or similar format) 你是否已提交非技術僱員的薪酬制度? (請使用附加投標表格乙或近似格式)	Yes, as attached 是, 已附上 <input type="checkbox"/>	No 否 <input type="checkbox"/>	

Declaration:

We, _____, declare that the information provided at the date in this tender form for tender no.: _____, including all the related documents provided, is true, correct and complete to the best of our knowledge. We also understand that CUHK reserves the right to disqualify us from the tender evaluation process and/or to terminate our service contract if any of such information is found to be untrue, incorrect or incomplete; or if we fail to fulfill the undertakings made in this tender submission.

聲明:

我們, _____, 謹此聲明, 是次投標(招標編號: _____)所提供的資料, 包括所有提供的相關文件, 以我們所知是真實、正確及完整的。我們亦明白如所提供的資料有不實、不正確或不完整; 或倘本公司未能履行於是次投標所作出的承諾, 香港中文大學有權取消我們的投標資格及/或終止相關的服務合約。

Signed for and on behalf :
of the Tenderer with
Company Chop
投標者或投標者代表簽
署及公司印章

Date :
日期

Name :
姓名

Post :
職位

Tender No. (招標編號): CS-21-0303

Please put a tick “✓” in the appropriate box.

請在適當的空格填上“✓”號。

For
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中文大學
使用

1.	Do you undertake to comply with the tender term ^{Note 1} by offering non-skilled employees paid rest days and paid meal breaks? (Preference may be given to those who provide better terms and conditions exceeding baseline requirements.) 你是否承諾遵守投標的要求 ^{註一} 向非技術僱員提供有薪休息日及有薪用膳時間? (能夠提供更高的聘用條款可獲優先考慮。) Paid rest days 有薪休息日 Paid meal breaks 有薪用膳時間	Yes 是 <input type="checkbox"/> <input type="checkbox"/>	No 否 <input type="checkbox"/> <input type="checkbox"/>	
2.	Do you undertake to comply with the tender term ^{Note 2} by paying non-skilled employees no less than 150% of original pay when Typhoon Signal No. 8 or above, black rainstorm warning signal or Government announcement of 'Extreme Conditions' is in force during the working hours of a day or a shift in which they has worked? 你是否承諾遵守投標的要求 ^{註二} ，當非技術僱員在某天或某更份的工作期間，曾懸掛 8 號或以上風球，黑色暴雨警告或政府宣布「極端情況」曾生效時，向他們支付不低於應獲工資的 150%?	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
3.	Do you undertake to comply with the tender term ^{Note 3} by paying your non-skilled employees who have been employed for no less than 12 months, a 6% gratuity of the total wages earned by the employee during the relevant employment period, upon the expiry or termination of their employment contracts? 你是否承諾遵守投標的要求 ^{註三} ，在僱傭合約屆滿或終止時，向受僱不少於 12 個月的非技術僱員支付在受僱期內所賺取的總工資的 6% 酬金?	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
4.	Do you undertake to report to CUHK within one month of any new conviction records, local and overseas, under the ordinances and regulations enforced by local or overseas Government against your company during the contract period? 於服務合約期間，你是否承諾於一個月內向香港中文大學報告有關違反本地及海外勞工及相關法例的新定罪紀錄?	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
5.	Have you provided / Do you undertake to provide the non-skilled workers with a written document in Chinese and/or English about the employment terms including but not limited to wages, wage period, pay day and employment conditions within one week after assuming duty? 你是否已於或承諾於非技術工人到任後一星期內向該工人提供一份中文及/或英文的聘用條款，當中包括但不限於工資、工資期、發薪日及聘用條件?	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
6.	Do you undertake to pay the wages timely and keep proper payroll records of your employees? Such information will be provided to CUHK upon request, especially in case of labour dispute between your company and your employees who serve CUHK during the contract period. ^{Note 4} 你是否承諾準時支付工資及保留員工正確的工資記錄? 當香港中文大學要求時，將會向中文大學提交這些資料，尤其在涉及貴公司員工於服務香港中文大學期間引起的勞資糾紛。 ^{註四}	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
7.	Do you undertake to submit the records of the daily rated workers to CUHK upon request? The record shall include the following information, but not limited to: ^{Note 4} • The record of the actual working days of the daily rated workers; • The actual payment record to the daily rated workers; • The wage level of the daily rated workers; • The record of the changes of the wages level during the contract period. 你是否承諾按香港中文大學要求提交日薪工人之記錄? 記錄應包括但不限於以下資料: ^{註四} • 日薪工人的實際工作日數; • 支付日薪工人的紀錄; • 日薪工人的工資水平; • 在合約期內的日薪工資水平變動的紀錄。	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
8.	Do you consent CUHK to share your performance records at CUHK among local tertiary institutes? 你是否同意香港中文大學跟本地大專院校分享貴公司的服務紀錄?	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
9.	Do you undertake to comply with the Green policy adopted by CUHK during the contract period? (CUHK Green policy website: https://www.cpsu.cuhk.edu.hk/en-gb/about-us/sustainability-policies-and-practices) 你是否承諾在合約期內遵守香港中文大學的綠色政策? (香港中文大學綠色政策的網站: https://www.cpsu.cuhk.edu.hk/en-gb/about-us/sustainability-policies-and-practices)	Yes 是 <input type="checkbox"/>	No 否 <input type="checkbox"/>	
10.	Do you undertake to notify your employees in writing of the “CUHK Hotline for Outsourced Workers – 39431795” within one month after the commencement of the contract?	Yes 是	No 否	

	你是否承諾於服務合約生效後一個月內把「香港中文大學外判工友熱線 39431795」以書面通知你的員工？	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Do you undertake to follow the code of conduct stated in the tender terms during the contract period? 你是否承諾在合約期內遵守招標條款內列出的行為守則？	Yes 是	No 否	
12.	a. Do you undertake to provide a safe and healthy workplace and to take all necessary preventive and/or corrective measure for your employees? 你是否承諾提供一個安全和健康的工作場所，並為員工採取一切必要的預防及/或改善措施？	Yes 是	No 否	
	b. Do you undertake to provide in-house job-related training courses or send your employees to attend job-related and/or safety training courses offered by approved institutes such as Occupational Safety and Health Training Centre, Labour Department of HKSAR? 你是否承諾提供與工作相關的內部培訓課程，或安排你的員工參加由認可機構，如職業安全及健康訓練中心，香港特區政府之勞工處提供與工作相關的培訓課程及/或安全培訓課程？	Yes 是	No 否	
13.	a. Have you established / Do you undertake to establish a proper channel to handle staff grievance and complaint? 你是否已建立或承諾建立一個恰當的渠道來處理員工申訴及投訴？	Yes 是	No 否	
	b. In case of serious labour disputes over the payment of wages, other conditions of employment, and work safety matters, do you consent your employees to seek assistance from CUHK to facilitate problem resolution? 在支付工資，其他聘用條件，及工作安全事宜上倘若發生嚴重的勞資糾紛，你是否同意你的員工向香港中文大學尋求協助解決問題？	Yes 是	No 否	
	c. Do you consent CUHK assigned representatives to conduct surprise workplace inspections through interviewing non-skilled employees individually to verify full compliance of tender terms and undertakings 你是否同意中文大學所授權的代表到工作場所進行突擊視察，通過單獨會見非技術員工以確保投標條款和承諾得以全面執行。	Yes 是	No 否	
14.	Do you undertake to assign a responsible person for liaison with CUHK in relation to compliance of labour standards set in the tender and advance notice will be given to CUHK if there is any change of the responsible person? 你是否承諾委派一名負責人與香港中文大學聯繫有關遵守投標訂明的勞工標準；如有人事變動將預先通知香港中文大學？	Yes 是	No 否	
	If “Yes”, please provide the information of the responsible person: 如果「是」，請提供負責人資料： Name 姓名: _____ Contact 聯絡: _____	<input type="checkbox"/>	<input type="checkbox"/>	

Declaration:

We, _____, declare that the information provided at the date in this tender form for tender no.: _____, including all the related documents provided, is true, correct and complete to the best of our knowledge. We also understand that CUHK reserves the right to disqualify us from the tender evaluation process and/or to terminate our service contract if any of such information is found to be untrue, incorrect or incomplete; or if we fail to fulfill the undertakings made in this tender submission.

聲明：

我們，_____，謹此聲明，是次投標（招標編號：_____）所提供的資料，包括所有提供的相關文件，以我們所知是真實、正確及完整的。我們亦明白如所提供的資料有不實、不正確或不完整；或倘本公司未能履行於是次投標所作出的承諾，香港中文大學有權取消我們的投標資格及/或終止相關的服務合約。

Signed for and on behalf of :
the Tenderer with Company
Chop
投標者或投標者代表簽署
及公司印章

Date :
日期

Name :
姓名

Post :
職位

- Note 1: Non-skilled employee is entitled to the holiday pay provided that the non-skilled employee has been employed by the service provider under a continuous contract as defined in the Employment Ordinance (“continuous contract”) in respect of the service contract specified in this tender for not less than one month immediately preceding a statutory holiday.
- 註一：非技術僱員只需在緊接法定假日之前，已按《僱傭條例》所定義的連續性合約(「連續性合約」)就本標書列明的服務合約受僱於服務供應商滿 1 個月，便可獲發假日薪酬。
- Note 2: If typhoon signal no.8 or above, black rainstorm warning signal or Government announcement of ‘Extreme Conditions’ is in force anytime (regardless of the duration) during the working hours of a day or a shift in which the non-skilled employee has worked, the pay for that day/shift must be no less than 150% of the non-skilled employee’s original pay for the hours worked in that day/shift.
- 註二：如非技術僱員某天或某更份的工作期間，曾懸掛 8 號或以上風球，黑色暴雨警告或政府宣布「極端情況」曾生效時(不論懸掛時間的長短)，非技術僱員就該天或該更份應獲支付的工資，必須為不低於其本應在該天或該更份的工作時數而賺取的工資的 150%。
- Note 3: The service provider shall pay a gratuity to the non-skilled employee upon the expiry or termination of his/her employment contract for reason(s) other than in accordance with section 9 of the Employment Ordinance (Note 5), provided that the non-skilled employee has been employed by the service provider under a continuous contract in respect of the service contract specified in this tender for a period of not less than 12 months immediately before its expiry or termination. The amount of gratuity shall be a sum equivalent to 6% of the total wages earned by the non-skilled employee during the period for which the gratuity is payable. The period for which the gratuity is payable is a continuous period of time immediately before the expiry or termination of the employment contract during which the non-skilled employee has been employed by the service provider under a continuous contract in respect of the CUHK service contract, but in any case the commencement date of such period shall not be earlier than 1 April 2019. The gratuity is a sum of money payable to the non-skilled employee based on his/her length of service. If any severance payment or long service payment is payable to the non-skilled employee under the Employment Ordinance, the service provider shall pay the gratuity prior to the payment of the severance payment or long service payment (as the case may be), and may, pursuant to the Employment Ordinance, reduce any severance payment or long service payment payable to the non-skilled employee under the Employment Ordinance by the amount of gratuity paid to the non-skilled employee to the extent that the gratuity is attributable to the same period of service for which the severance payment or long service payment is payable. The service provider may only reduce the relevant occupational retirement scheme benefit or mandatory provident fund scheme benefit in respect of the non-skilled employee by the remainder of severance payment or long service payment payable to the non-skilled employee.
- 註三：在僱傭合約屆滿或終止時(而終止的原因並非基於《僱傭條例》第 9 條(註五)的理由而作出)，如非技術僱員在緊接其僱傭合約屆滿或終止前已為服務供應商就本標書列明的服務合約下按連續性合約受僱不少於 12 個月，服務供應商須向非技術僱員支付酬金。該筆酬金的款額相等於非技術僱員在應計算酬金的期間內所賺取的總工資的 6%。應計算酬金的期間為僱員在緊接僱傭合約屆滿或終止之前，就有關中文大學的服務合約按連續性合約受僱於服務供應商的一段連續期間，但該期間在任何情況下不得早於 2019 年 4 月 1 日開始。該筆酬金是按非技術僱員的服務年資支付的款項。如非技術僱員根據《僱傭條例》應獲付遣散費或長期服務金，服務供應商須在支付遣散費或長期服務金(按情況而定)前先支付酬金，並可按照《僱傭條例》從任何根據該條例須付予非技術僱員的遣散費或長期服務金中，扣除已支付予非技術僱員的酬金的款項。可扣除的款額，以該筆酬金與須付遣散費或長期服務金基於相同部份的服務年期所計算的款額為限。服務供應商只可從非技術僱員的有關職業退休計劃利益或強制性公積金計劃權益中，扣除須付的遣散費或長期服務金的餘額。
- Note 4: Personal information could be reasonably altered to comply with Personal Data (Privacy) Ordinance. Service provider should obtain consent, via employment contract, from its non-skilled employee to provide his/her wage records, attendance records and other relevant information to CUHK, and complying with relevant ordinances, for the purpose of monitoring the service provider’s fulfillment of employment-related obligations under the CUHK service contract.
- 註四：個人資料可作適度改動以遵守個人資料(私隱)條例。服務供應商應通過僱傭合約並遵守相關法例規定，取得非技術僱員同意服務供應商向中文大學提供其工資記錄、值勤記錄及其他相關資料，作為監察服務供應商履行中文大學的服務合約內有關僱傭規定之用。
- Note 5: Under section 9 of the Employment Ordinance, an employer may summarily dismiss an employee without notice or payment in lieu of notice: (i) if the employee, in relation to his/her employment, (a) wilfully disobeys a lawful and reasonable order; (b) misconducts himself/herself, such conduct being inconsistent with the due and faithful discharge of his/her duties; (c) is guilty of fraud or dishonesty; or (d) is habitually neglectful in his/her duties; or (ii) on any other ground on which he/she would be entitled to terminate the contract without notice at common law.
- 註五：根據《僱傭條例》第 9 條，如有以下情況，僱主可無須給予通知或代通知金而即時解僱一名僱員：(i) 僱員在與其僱傭有關的事宜上，(a) 故意不服從合法而又合理的命令；(b) 行為不當，與正當及忠誠履行職責的原則不相符；(c) 犯有欺詐或不忠實行為；或(d) 慣常疏忽職責；或(ii) 僱主因任何其他理由而有權根據普通法無須給予通知而終止合約。

Supplementary Tender Form A
附加投標表格 甲

Manpower Deployment Plan
人力資源調配計劃

Tender No. (招標編號): CS-21-0303

Post/Rank of Staff 職位/職級	Part A 甲部 No. of Staff by Types of Employment 各聘用種類的僱員人數			Part B 乙部 No. of Staff by Length of Service 兩類服務年資的僱員人數	
	Full Time 全職	Part Time 兼職	Daily Rated 日薪	Below 2 Years 少於兩年	2 Years or more 兩年或以上
Subtotal 小計					
Total 總人數*					
Percentage 百分比	%	%	%	%	%
Total 總計	100%			100%	

*Total of Part A and Part B should be the same.
*甲部和乙部的總人數應該相同。

Supplementary Tender Form B
附加投標表格 乙

Staff Wage Structure
僱員薪酬制度

Tender No. (招標編號): CS-21-0303

Post/Rank of Staff 職位/職級	Minimum Wages 最低工資			Daily Maximum Working Hours 每日最高工時 (Hours 小時)	Other Benefits 其他福利
	Monthly Wage 月薪	Daily Wage 日薪	Hourly Wage 時薪		

Anti-collusion Clause

- i. The tenderer shall not communicate to any person other than The Chinese University of Hong Kong (hereafter referred to as the University) the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tenderer is notified by the University of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach of rules and laws or non-compliance, invalidate his tender.
- ii. Sub-clause (i) above shall have no application to the tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants/sub-contractors to solicit their assistance in preparation of tender submission.
- iii. The tenderer shall submit to the University a duly signed letter in the form set out in Appendix 1 to the effect that he understands and will abide by these clauses. The letter shall be signed by a person authorized to sign the contract on the tenderer's behalf.
Tender submission without such duly signed letter will be disqualified.

To : Secretary of Tender Board
The Chinese University of Hong Kong

Dear Sir,

Tender No. _____
**Confirmation Letter for Compliance with
Anti-Collusion Clauses in Tender**

I / We¹ [_____] of
(Name of the Tenderer)²

(Address of the Tenderer)²

refer to my / our¹ submission of the above Tender.

I / We¹ confirm that before I / We¹ sign this confirmation letter, I / We¹ have read and fully understood the anti-collusion clauses in the tender.

I / We¹ confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter I / We¹ had not communicated to any person other than The Chinese University of Hong Kong (hereinafter referred to as the University) the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / We¹ or that other person should tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the tendering process for the above Tender until I am / We are¹ notified by the University of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter I / We¹ will not communicate to any person other than the University the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not I / We¹ or that other person should tender or otherwise collude with any other person in any manner whatsoever.

In this letter, the expression “Excepted Communications” means my / our¹ communications in strict confidence with my / our¹ own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with my / our¹ consultants or sub-contractors to solicit their assistance in preparation of tender submission.

Signed for and on behalf of the Tenderer with Company Chop/Stamp

Date

1. Delete as appropriate
2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
3. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign the contract on behalf of that person or as the case may be company.