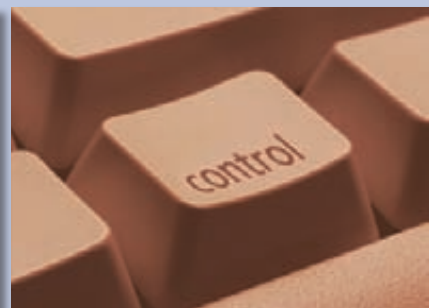


防貪錦囊

# Best Practice Checklist



## 「誠信・問責」— 受資助機構實務手冊 Strengthening Integrity and Accountability – Grantee's Guidebook



防止貪污處  
Corruption Prevention Department

政府多年來設立了不同類型的基金資助計劃，讓合資格的機構向有關的基金管理委員會或基金管理秘書處（下稱秘書處）提交申請。一般來說，成功申請者（下稱受資助機構）須推行或進行一些可達致個別基金計劃目標的項目或活動。由於基金所批核的資助涉及公帑，公眾當然對受資助機構（及其職員）的期望甚殷，要求他們恪守高度的誠信標準，並遵守相關的資助條款。

鑑於有關受資助機構濫用資助款項和違反資助條款的新聞報導偶有所聞，而且廉政公署（廉署）亦曾處理多宗濫用資助款項的貪污舉報，廉署轄下的防止貪污處（防貪處）特別在檢討了多項基金資助計劃後，編製了這本《防貪錦囊》，旨在協助受資助機構以合乎公眾期望的誠信和問責方式去履行有關的資助協議。




本《防貪錦囊》主要闡釋資助協議中所訂定受資助機構必須遵守與履行的的主要條款，尤其是誠信方面的規定。同時亦提供實用指引，協助受資助機構以公開、公平、具透明度的方式採購服務與物品及招聘員工。

**廉政公署防止貪污處的私營機構顧問組會應任何受資助機構的要求，提供免費、保密及度身訂造的防貪建議，包括如何推行本《防貪錦囊》內的防貪措施，以切合個別受資助機構的運作需要。**

**如需我們的服務或更多資料，請致電2526 6363或傳真2522 0505或電郵[asg@cpd.icac.org.hk](mailto:asg@cpd.icac.org.hk)與該組聯絡。**

## 如何使用本《防貪錦囊》

為提供簡便快捷的參照，本《防貪錦囊》運用以下標記，方便使用者找出所需資料：

	<b>參考指引</b> — 標準的紀律守則、程序指引或工作手冊以便參考
	<b>表格範本</b> — 範本以供採用（如適用）
	<b>指針</b> — 交互參照本《防貪錦囊》內的其他章節

### 編輯小組註

本《防貪錦囊》旨在向受資助機構於使用基金資助及履行資助協議提供一般性的指引，但就各種特殊情況下可能遇到的問題，受資助機構應向有關的基金管理委員會或其秘書處查詢。《錦囊》中有關法例的解釋，亦只屬一般及概括性質，旨在以淺白的文字介紹予非專業人士，並不可取代原本的法例條文。因此，任何引用本《防貪錦囊》的人士在有需要時必須徵詢法律或專業意見。對於任何人士因採用本《錦囊》或其文內的建議，或依據本《錦囊》內的資料而引致的任何損失或後果，廉署概不承擔任何責任。

在本《防貪錦囊》，代名詞「他」同時包括男性和女性，並沒有任何性別偏向的含義。

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## 1.1 引言

由於政府基金涉及公帑，市民自然期望受資助機構能恪守高度誠信標準，以公開、公平、問責方式善用基金的資助款項。

## 1.2 誠信條文

- 為確保基金計劃下各受資助機構職員和代理人的崇高操守，受資助機構應：
  - 規定所有以任何形式參與項目的職員、分判商、代理人及其他人士，均不得在進行與項目有關的事務時提供、索取或接受他人任何金錢、禮物或在《防止賄賂條例》（第201章）中所定義的利益；
  - 就其職員、分判商、代理人及以任何形式參與項目的其他人士，因在進行有關項目時干犯《防止賄賂條例》的罪行而導致協議被終止下的任何損失或損毀，向秘書處作出賠償；
  - 保證所有有關人士（即其職員、分判商、代理人及以任何形式參與項目的其他人士）不得執行任何與秘書處所訂協議中與受資助機構職務有所抵觸或被視為有所抵觸的服務、職務、工作或做任何事情，除非受資助機構已適時及充分地告知秘書處，並取得批准；及
  - 就任何可令人合理地認為受資助機構或其任何職員、代理人、分判商或其各自的合伙人或有關連人士在財務、專業、個人及其他利益方面，會與受資助協議中的職務有或可能有所抵觸或衝突時儘快以書面通知秘書處。

## 1.3 紀律守則

- 制定紀律守則，供員工遵守（受資助機構紀律守則範本  見附錄1）
- 將紀律守則加入具約束效力的僱傭合約內。
- 在紀律守則內列明機構的操守政策所要求的標準，包括：
  - 禁止員工索取或接受與其資助計劃職務有關的利益；
  - 限制收受供應商 / 承辦商提供的款待；
  - 禁止員工向基金管理委員會成員和秘書處職員提供利益；
  - 申報和處理利益衝突的安排；及
  - 使用和保障機密資料的規則，包括推行資助項目所涉及的知識產權。
- 為新聘員工解釋紀律守則的內容，以及不時提醒所有職員關於遵守紀律守則的重要性及提高他們的防貪意識。

## 2.1 引言

受資助機構應確保所有以資助款項聘用的職員，必須具備所需資歷、獲適當調派工作和得到合理薪酬。本章建議一些良好作業方式，以幫助受資助機構提高員工招聘過程的公正性與透明度。


### 招聘員工的主要流程



## 2.2 招聘程序

- 在本地報章及 / 或其他獲秘書處批核的渠道刊登職位空缺廣告。
- 在職位空缺廣告中清晰刊載有關的工作範圍、所要求的資歷和經驗、截止申請日期、查詢聯絡人等主要資料。
- 有系統地記錄所有收到的應徵書。
- 按照管理層的預定準則初步篩選和挑選應徵者。
- 成立招聘委員會進行甄選面試和技能測驗（如需要）。



- 事先釐定客觀的評核制度並設計劃一的評審表格，方便個別委員記錄評核意見（面試評審表格範本  見附錄2）。
- 妥善存檔招聘委員會對應徵者的有關評核結果和推薦。
- 清楚釐定聘任員工的批核權責。

## 2.3 薪酬和員工福利


- 在考慮薪酬和員工福利時要遵守審慎和具成本效益的原則。
- 按照秘書處訂立的薪酬標準聘用項目職員（如適用）。
- 如聘用項目職員的開支超逾薪酬標準，應提供理據和向秘書處尋求批准。

## 2.4 監察員工值勤

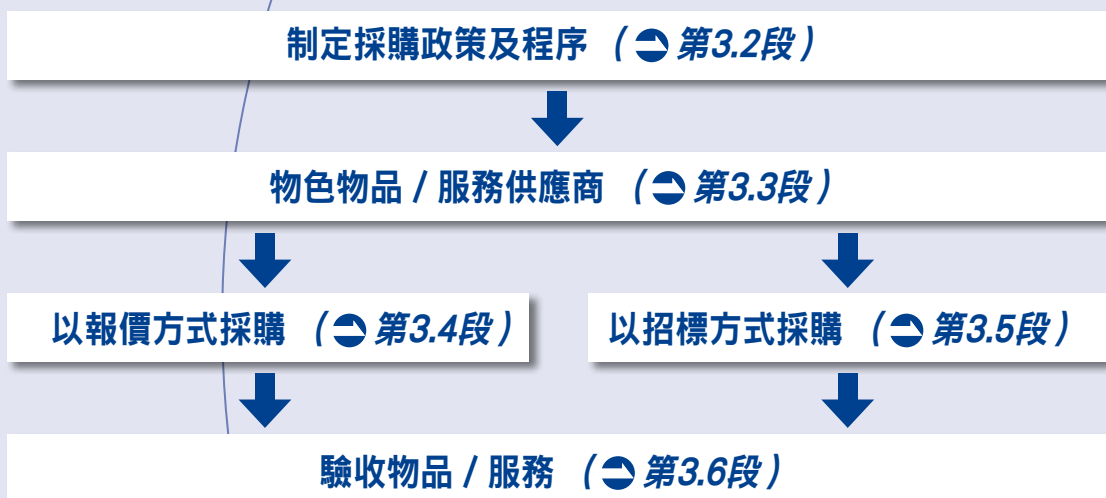
- 清楚訂明工作時數。
- 如機構未有設置電子值勤記錄系統，項目職員須在值勤簿作值勤記錄。
- 委派高級主管抽查值勤記錄。
- 保留值勤記錄至一段合理時間，以便審核。

### 3.1 引言

從廉署過往處理的貪污案件中，揭示了沒有制衡的採購過程是很容易衍生貪污舞弊，包括在物色及揀選供應商時徇私及接受不合規格的物品或服務等。本章旨在對物品或服務採購過程提供程序指引，以協助受資助機構預防在採購過程中出現貪污舞弊。




（受資助機構亦可參考廉署編製的《「採購」防貪錦囊》，詳見廉署網頁：[www.icac.org.hk](http://www.icac.org.hk)。）

#### 主要採購程序



### 3.2 採購政策

- 按照資助協議的要求制定一套標準採購程序，以公開、公平和具競爭性的方式採購物品及服務。
- 在採購過程中要有適當分工安排（如指派不同職員負責物色供應商以邀請報價 / 投標、批核報價 / 標書，及驗收物品 / 服務等）。

- 訂明對不同價值採購的審批人員及採購方法（如以公開招標方式進行較高金額的採購，或以局限性招標方式進行指定金額以下的小型採購）。
- 訂定負責審批採用單一報價或招標的人員（大額採購應盡可能由小組審批），並要求建議單一報價或招標的職員以書面提出理據。
- 在標書 / 報價邀請書中加入誠信條款（ **附錄3**），禁止所有競投者就競投項目行賄或索賄。
- 在標書 / 報價邀請書中加入反圍標條款（ **附錄4**），並要求參與的競投者在遞交標書 / 報價時，須一併呈交一份承諾遵守反圍標條款的聲明書。
- 在判授的合約中加入誠信條款（ **附錄5**），禁止承辦商的所有職員提供、索取或接受賄賂。
- 有需要時，可就資助項目的採購程序向廉署徵詢度身訂造的防貪建議。

### 3.3 物色物品及服務供應商

- 對於經常採購的物品或服務，為方便職員物色供應商，應編訂相關的物品 / 服務供應商名單。名單須按照他們提供的物品 / 服務類別及 / 或地區分類，並由指定的授權人員批核。
- 按照公平分配原則（如輪流方式），從相關名單中邀請規定數目的合適物品 / 服務供應商參與報價或投標。
- 物品 / 服務的使用者或其他職員可建議在競投名單上加入由他們提名的供應商，但須提供充分的理據並由指定的授權人員批核。

- 在沒有認可物品 / 服務供應商名單的情況下，應透過互聯網搜尋、經由使用者或其他職員介紹、及邀請表現理想的現有供應商參與等方法，物色合適的供應商參與報價或投標，並可按該公司的規模、經驗及過往表現記錄（如適用）等作出考慮。

### 3.4 以報價方式採購<sup>1</sup>


- 向獲邀請報價的競投者提供所需物品的規格或服務的詳情。
- 知會獲邀競投者遞交報價單的最後限期。
- 須使用擺放於非公開地方的指定傳真機或設有密碼保障的電郵戶口來接收報價單。
- 將獲邀的競投者、接收報價單的日期、供應商的報價及負責職員的姓名記錄在案，並保存報價單的副本，以供將來有需要時作核對之用。
- 採取適當措施防止報價單資料外洩（如要求供應商在傳真報價單前知會收件人，或以密封信封遞交報價單）。
- 採納符合物品規格或服務要求的最低報價；如不採納最低報價，則須提出理據並提交指定的授權人員批核。

<sup>1</sup> 當決定以何種方法（即以報價或投標方式）進行採購時，受資助機構應考慮採購所涉的預算價值、標書甄選準則中品質的重要性，以及有關採購方法是否有效等。採購低價值及一般物品或服務時，通常會採用報價方式。


## 3.5 以招標方式採購

### (i) 邀請投標


- 在招標文件中清楚註明：
  - 所需物品/服務的詳細規格；
  - 如價錢並非唯一的考慮因素，須註明其他的甄選準則及其相對比重；
  - 合約條款；
  - 禁止投標人士圍標及向受資助機構僱員提供利益以求中標的條款；

(反圍標條款及誠信條款範本  見附錄4及5)

  - 遞交標書的最後限期；及
  - 遞交標書的方法（如採購特別服務時須考慮服務質素建議，則應要求投標者以密封信封分別遞交價格及技術建議書）。
- 如有需要，在發出投標邀請書後，應盡快安排簡介會向所有有意投標的人士介紹是次投標的須知事項。
- 採取措施確保標書保密，如使用堅固及雙重上鎖的投標箱，及開啟標書後將收取的標書鎖好並交由一名負責職員保管。
- 委派開標小組（最少由兩人組成）在限期後立即開啟標書，並指派一名未曾參與過評審工作的高級人員保管標書的副本。

(開標記錄範本  見附錄 6)
- 只有在有充分理由（如標書數目不足）及得到授權人士批准的情況下，方可接納於限期後遞交的標書。但這種做法必須是在未開啟已收標書之前。

## (ii) 評審標書

- 預先訂定評審標書的準則；如採購特別服務，則須訂立評分制度（如採納符合要求的最低標價，或如價錢並非唯一的考慮因素，則採納價格建議書及技術建議書兩者綜合得分最高的標書）。
- 委任評審委員會（成員應包括使用單位、採購部門及專家 / 技術部門代表）評審標書，以及推薦採納符合要求的最低標價或得分最高的標書。
- 規定委員會須在完成技術建議書的評審後才開啟價格建議書。
- 要求委員會將討論標書優劣的過程及其決定記錄在案。
- 要求委員會成員各自獨立在一份標準評審表格上為每份標書評分，然後計算每份標書所得的總分。
- 如委員會在討論後決定修改個別標書的分數，應將修改的細節、原因及任何委員的反對意見記錄在案。
- 委員會如不推薦採納符合要求的最低標價或得分最高的標書，須作出解釋。
- 要求委員會呈交標書評審報告，供有關人員審批。  
（標書評審報告範本  見附錄7）

## 3.6 驗收物品及服務

### 驗收物品

- 盡可能委派並非負責訂購物品的職員驗收物品，確保數量足夠及沒有不符合標準或有損毀等情況。

- 安排合資格的職員在認收前測試物品（如由資訊科技人員測試電腦設備）。
- 交付的物品如數量不足或未符標準/損毀，須立即與供應商跟進。
- 要求指定人員或使用者在驗收物品的指定時限內核實認收，以確保在合理時限內（如認收後的一個月）付清貨款。
- 如物品有損毀或數量不足，須按機構既定政策和程序處理（如要求供應商立即補交不足之數）。

### **驗收服務**

- 有關服務如屬短期或一次性（如顧問或雜項服務），付款前須由使用者確認服務質素達滿意程度。
- 如屬定期合約（如課程供應商），須制定一份核對表格，以便審查服務是否符合標準。
- 指派適當職級的職員，定期審查服務供應商的表現是否符合標準，以及在付款前確認服務質素達滿意程度。
- 有關服務如有缺失或未乎理想，應以驗收物品的相同程序處理。


## 4.1 引言

由於受資助計劃所購入的資產（如電腦及辦公室器材）均是由公帑支付，因此受資助機構必須備存清晰記錄及定期進行盤點，以防資產被盜或用於資助範圍以外的用途。

### 處理資助計劃資產的主要程序



## 4.2 資產的儲存

- 指派一名員工對有關資產作出全面監控及管理，包括任何轉移或使用者的變動。
- 為每項資產編號，並設置登記冊記錄其收發情況，例如發放日期、認收人員、購置日期及成本、資產的詳細描述、所在位置等。（資產記錄表範本  見附錄8）
- 在每項資產上清楚註明（盡可能順序編號）該物件屬計劃的資產。
- 發放資產時，須要求使用者認收。
- 管理員在收回資產時，亦須認收。



### 4.3 盤點工作

- 對資產進行抽查及定期檢查（如年檢），並記錄檢查結果。
- 資產如有遺失或不能使用，須向管理層報告，以便採取適當行動。
- 資產如有遺失/被偷去，須向警方或適當人員（如秘書處）報告。

### 4.4 不可再使用物品的棄置

- 棄置物品前，指派合資格的人員（例如保養代理商）覆查物品及簽發技術證明書，證明物品不可再用，而維修亦不合乎經濟原則。
- 指派一名人員負責批准及核實不可再使用物品的棄置。
- 在資產登記冊上記錄所有遭棄置的不可再使用物品。

### 4.5 可再使用物品的處理

- 按既定的處理程序及方法處理可再使用的物品。
- 處理物品前須取得指定授權人員的批准。
- 備存有關的處理記錄（例如批核人員、處理的日期及證明文件）。

## 5.1 引言

由於資助協議已訂明受資助機構須履行的各項責任，受資助機構如未能照辦，有可能會受到制裁(例如停止獲得資助); 因此受資助機構必須遵守協議，按承諾推行有關的活動及履行協議中的責任。主要的責任包括：

## 5.2 匯報規定

- 按既定時間表及使用標準報告表格呈交進度報告，詳述報告期內取得的成果/進度。
- 按既定時間表撰備財務報告，及使用標準報告表格細列報告期內受資助計劃的收入與支出。
- 呈交財務報告時須一併附上有關資助項目的收據、付款單、帳簿等作為證明文件。
- 委任執業會計師進行財務及合規審計。
- 按既定時間表將經審計帳目報告提交秘書處審閱。

## 5.3 保存記錄

- 在協議結束後的最少七年內，保存有關計劃的全部及妥善完整的帳簿及記錄。
- 准許秘書處及其獲授權代表隨時查閱所有或任何帳簿及記錄，以進行審計、查核、核證等工作。

- 准許廉署進行防貪檢討，包括查閱資助計劃的帳簿及文件，以及審查有關的管理及監控措施。

## 5.4 更改計劃

- 將更改計劃的理據記錄在案。
- 須以書面方式要求秘書處同意更改計劃承諾/製成品。
- 就計劃更改而對協議規定的承諾/製成品所帶來的影響，提出適時的紓緩措施及於取得秘書處准許後盡快採取相關措施。
- 記錄為減少因更改計劃而對協議規定的承諾/製成品所帶來的影響所採取的紓緩措施，以及該等措施的成效。

## 5.5 財務監控

- 開立一個資助計劃專用的銀行戶口，專為存入撥款和其他有關收入，以及支付計劃開支之用。
- 如要豁免開立資助計劃專用戶口，須取得秘書處的批准。
- 指派一名獲授權人士負責從資助計劃專用戶口提取款項。
- 設定單一交易的現金付款限額；倘若超過限額，必須取得受資助機構的管理人員的批准。
- 規定只可將資助重新分配到計劃內的核准項目。

- 如重新分配的資助超逾既定限額，須事先向秘書處取得書面批准，並提供理據。
- 在每一份進度報告、終結報告及經審計帳目報告中均須提供重新分配資助的資料。

# 受資助機構僱員紀律守則範本

## 引言

誠信、廉潔、公平是[受資助機構名稱]（下稱「本機構」）的重要價值。本紀律守則列明本機構所有職員必須恪守的基本操守準則，以及在處理本機構事務時應遵守的有關接受利益及申報利益衝突的政策。

## 預防賄賂

### 《防止賄賂條例》

2. 根據《防止賄賂條例》（第201章），若任何職員未經僱主或主事人（即本機構）許可，索取或收受任何利益，作為他作出任何與主事人的事務或業務有關的作為或優待的誘因或報酬，即屬違反法例，而提供利益者亦違反法例。

3. 根據《防止賄賂條例》，若任何職員行使載有虛假資料的文件，意圖欺騙其僱主或主事人，亦屬違法。

[《防止賄賂條例》第9條全文及有關「利益」的法律釋義見**附件1**。]

## 接受利益

4. 本機構的政策是禁止職員以私人身分向任何與本機構有業務往來的人士或公司（如服務對象、供應商、承辦商）索取或收受任何利益。不過，他們可接受（但不准索取）下列由饋贈人自願送贈的利益：

- (甲) 只具象徵價值的宣傳或推廣禮品或紀念品；或
- (乙) 傳統節日或特別場合中的饋贈，惟價值不得超過\_\_\_\_\_元；  
或
- (丙) 任何人士或公司給予本機構職員的折扣或其他優惠，而使用條款及條件亦須同樣適用於其他一般顧客；或
- (丁) 職員代表本機構以公職身分獲贈的禮物或紀念品。

除第4(甲)及(乙)段所指饋贈外，所有職員均不得以私人身分接受由下屬提供的任何利益。

5. 所有在4(丁)段所指的禮物或紀念品，應當視作給予本機構的饋贈，職員只可在獲批准後方可保留。獲饋贈者應向本機構報告接受禮物一事，並使用《表格甲》（範本見**附件2**）向（核准人員）<sup>1</sup> 徵詢如何處理這些獲贈禮物。如職員希望收取其他任何不屬於第4段所指的禮物 / 利益，他們亦應在《表格甲》上列明該物品，向[核准人員職銜]申請批准。

6. 如接受禮物會影響職員處理機構事務的客觀態度，或導致他們作出有損本機構利益的行為，或他們相信饋贈者確有該等意圖，或接受禮物會被視為處事不當，他們便應予以拒絕。

### **提供利益**

7. 職員在執行本機構事務時，均不得直接或間接經第三者向任何基金管理委員會成員或秘書處職員提供利益，以影響該成員或人士在其職務上的決定。

### **款待**

8. 根據《防止賄賂條例》第2條，「款待」指供應在當場享用的食物或飲品，以及任何與此項供應有關或同時提供的其他款待。雖然款待是一般業務上可以接受的商業及社交活動，但職員應拒絕接受與本機構有業務往來的人士（如服務對象、供應商或承辦商）或其下屬所提供過於奢華或頻密的款待，以免對提供款待者欠下恩惠。

### **記錄、帳目及其他文件**

9. 職員應盡其所知，確保所有提交本機構的任何記錄、收據、帳目或其他文件，內容對所載事件或商業交易如實報告。如職員刻意使用載有虛假資料的文件以欺騙或誤導本機構，則不論他們有否獲取任何得益或利益，均可能觸犯《防止賄賂條例》。

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<sup>1</sup> 請於紀律守則及表格裡訂明核准人員的名字及職位。

## 遵守其他司法管轄區的法例

10. 職員在其他司法管轄區為本機構辦理業務，必須遵守該司法管轄區的法例，包括反貪法例。

## 利益衝突

11. 任何職員應盡量避免任何利益衝突（即私人利益與本機構利益有所衝突）或會被視為有利益衝突的情況。他們不得濫用其在本機構的職位或權力，以謀取私人利益。「私人利益」泛指職員本身及與他相關的人士，包括其家人及親屬、私交友好、所屬會社及社團和他欠下恩惠或人情的任何人士的財務和個人利益。在實際或潛在的利益衝突情況出現時，職員應使用《表格乙》（見**附件3**）向[核准人員職銜]申報。若他們沒有避免或申報利益衝突，可能會被指徇私、濫權、甚至貪污。

12. 利益衝突的情況不能盡錄，以下是一些常見的利益衝突的例子：

- (甲) 參與採購工作的職員與其中一間被考慮的供應商有密切關係或擁有該公司的財務利益。
- (乙) 負責處理聘用或晉升事宜的職員是其中一名應徵者或獲考慮晉升的職員的家屬、親戚或私交友好。
- (丙) 一名職員接受服務對象、供應商或承辦商過於頻密或奢華的款待。
- (丁) 一名全職或兼職職員在一間他負責監管的承辦商裡兼職。

## 使用機構資產

13. 獲授權管理或使用本機構資產（包括資金、財物、資料及知識產權等）的職員，只可將資產用於進行本機構業務的事宜上。本機構嚴禁職員將機構資產作未經許可之用途以謀取私利。

## 資料保密

14. 所有職員未經授權不可向任何其他人士洩露本機構任何機密資料或濫用本機構任何資料。獲授權查閱或管理該等資料的職員，必須時刻採取保密措施，以防該等資料遭人濫用或未經授權下洩露。在使用任何僱員及服務對象的個人資料時，必須格外小心，以確保符合《個人資料（私隱）條例》（第486章）和本機構的個人資料私隱政策的規定。

## 外間兼職

15. 全職僱員如欲兼任本機構以外的工作，不論是固定職務或屬顧問性質，均須事先向[指定人員職銜]申請書面批准。核准人員應考慮該項工作會否對申請人在本機構的職務構成利益衝突。

## 與供應商、承包商及服務對象的關係

### 賭博活動

16. 任何職員應避免與本機構有業務往來的人士進行頻密的賭博活動（如搓麻將）。若在社交場合中與服務對象、供應商或生意夥伴參與有賭博成分的遊戲，應先判斷是否恰當，如注碼過高，則應退出。

### 貸款

17. 任何職員不可接受任何與本機構有業務往來的人士或機構的貸款，或由其協助獲得貸款。然而，向持牌銀行或財務機構的借貸則不受限制。

## 遵守紀律守則

18. 本機構的所有職員，不論在香港或其他地方執行本機構事務，都有責任瞭解及遵守紀律守則的內容。

19. 任何職員違反紀律守則，均會受到紀律處分，嚴重者更可能被終止職務。如本機構懷疑該違規事項涉及貪污或其他刑事罪行，將會向廉政公署或有關執法機構舉報。



20. 如對本守則有任何疑問，應向[高層人員職銜]請示。

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[機構名稱]

日期：

## 《防止賄賂條例》節錄

### 第九條 - 代理人的貪污交易

- (1) 任何代理人無合法權限或合理辯解，索取或接受任何利益，作為他作出以下行為的誘因或報酬，或由於他作出以下行為而索取或接受任何利益，即屬犯罪 —
  - (a) 作出或不作出，或曾經作出或不作出任何與其主事人的事務或業務有關的作為；或
  - (b) 在與其主事人的事務或業務有關的事上對任何人予以或不予，或曾經予以或不予優待或虧待。
  
- (2) 任何人無合法權限或合理辯解，向任何代理人提供任何利益，作為該代理人作出以下行為的誘因或報酬，或由於該代理人作出以下行為而向他提供任何利益，即屬犯罪 —
  - (a) 作出或不作出，或曾經作出或不作出任何與其主事人的事務或業務有關的作為；或
  - (b) 在與其主事人的事務或業務有關的事上對任何人予以或不予，或曾經予以或不予優待或虧待。
  
- (3) 任何代理人意圖欺騙其主事人而使用如下述的任何收據、帳目或其他文件 —
  - (a) 對其主事人有利害關係；及
  - (b) 在要項上載有虛假、錯誤或欠妥的陳述；及
  - (c) 該代理人明知是意圖用以誤導其主事人者，  
即屬犯罪。

- (4) 代理人如有其主事人的許可而索取或接受任何利益，即該項許可符合第(5)款的規定，則該代理人及提供該利益的人均不算犯第(1)或(2)款所訂罪行。
- (5) 就第(4)款而言，該許可 —
- (a) 須在提供、索取或接受該利益之前給予；或
  - (b) 在該利益未經事先許可而已提供或接受的情況下，須於該利益提供或接受之後在合理可能範圍內盡早申請及給予，

同時，主事人在給予該許可之前須顧及申請的有關情況，該許可方具有第(4)款所訂效力。

## **第二條 — 利益的釋義**

「利益」指：

- (a) 任何饋贈、貸款、費用、報酬或佣金，其形式為金錢、任何有價證券或任何種類其他財產或財產權益；
- (b) 任何職位、受僱工作或合約；
- (c) 將任何貸款、義務或其他法律責任全部或部分予以支付、免卻、解除或了結；
- (d) 任何其他服務或優待（款待除外），包括維護使免受已招致或料將招致的懲罰或資格喪失，或維護使免遭採取紀律、民事或刑事上的行動或程序，不論該行動或程序是否已經提出；
- (e) 行使或不行使任何權利、權力或職責；及
- (f) 有條件或無條件提供、承諾給予或答應給予上文(a)、(b)、(c)、(d)及(e)段所指的任何利益，

但不包括《選舉(舞弊及非法行為)條例》（第554章）所指的選舉捐贈，而該項捐贈的詳情已按照該條例的規定載於選舉申報書內的。

## **款待的定義（第二條）**

**「款待」指：**

供應在當場享用的食物或飲品，以及任何與此項供應有關或同時提供的其他款待。

## **第十九條 — 習慣不能作為免責辯護**

在因本條例（即《防止賄賂條例》）所訂罪行而進行的任何法律程序中，即使顯示本條例所提及的利益對任何專業、行業、職業或事業而言已成習慣，亦不屬免責辯護。

**[受資助機構名稱]**  
**接受禮物申報表**

**甲部 一 由獲贈禮物職員填寫**

致：**[批核人員職銜]**

饋贈人資料：

饋贈人姓名及職銜：\_\_\_\_\_

公司：\_\_\_\_\_

關係（業務/私人）：\_\_\_\_\_

經已/將會獲贈禮物的場合：\_\_\_\_\_

禮物的資料及估值/價值：\_\_\_\_\_

**建議處理方法：**

**備註**

- |   |       |
|---|-------|
| <input type="checkbox"/> 由獲贈禮物職員保留      | _____ |
| <input type="checkbox"/> 存放在辦公室作陳列或紀念之用 | _____ |
| <input type="checkbox"/> 與機構其他職員共同分享    | _____ |
| <input type="checkbox"/> 在職員活動中作抽獎之用    | _____ |
| <input type="checkbox"/> 送贈另一慈善機構       | _____ |
| <input type="checkbox"/> 退回饋贈人          | _____ |
| <input type="checkbox"/> 其他（請註明）：       | _____ |

[日期]

[獲贈禮物職員姓名]

[職銜]

**乙部 一由批核人員填寫**

致：**[獲贈禮物職員]**

上述所建議的處理獲贈禮物方法\***已獲/不獲批准**。

該份禮物將以下列方式處理：\_\_\_\_\_

[日期]

[批核人員姓名]

[職銜]

\* 請將不適用者刪除

**[受資助機構名稱]**  
**利益衝突申報書**

**甲部 — 申報事項** (由申報人填寫)

致：**[批核人員]**

本人在執行職務時所遇到的現有/潛在\* 利益衝突情況，現申報如下：

<b>與本人有業務往來及有利益衝突的人士/公司</b>
<b>本人與上述人士 / 公司的關係 (如親屬)</b>
<b>上述人士 / 公司與本機構的關係 (如供應商)</b>
<b>本人與上述人士 / 公司有關的職務概要 (如參與招標工作)</b>

[日期]

\_\_\_\_\_ [申報人姓名]

[職銜/部門]

**乙部 — 回條** (由批核人員填寫)

致：**[申報人]**

**收訖利益衝突申報書回條**

你在\_\_\_\_\_ [日期] 呈交的利益衝突申報書經已收悉。本機構決定：

- 你毋須再執行或參與執行甲部中提及可能引致利益衝突的工作。
- 如甲部中提及的資料沒有更改，你可繼續處理甲部中提及的工作。
- 其他 (請註明)：\_\_\_\_\_

[日期]

\_\_\_\_\_ [批核人員姓名]

[職銜/部門]

\* 請將不適用者刪除

## [機構名稱]

應徵者姓名：\_\_\_\_\_

面試日期及時間：\_\_\_\_\_

評核範圍（評分比重）*	分數
1. 工作知識 (30%)	
2. 相關工作經驗 (20%)	
3. 溝通技巧 (30%)	
4. 督導能力及其他工作要求（如適用）(20%)	
<b>總分數 (100%) :</b>	

## 附註：

## 建議：

- 適合聘用
- 不適合聘用
- 候補

\_\_\_\_\_  
(評審委員的簽署及姓名)

\* 表格所列出的評核內容及所佔比重只供說明用途。在進行表現評核前，評審小組應按照職位空缺的性質和要求（例如聘任會計文員時應考慮會計資格），先行釐訂評核內容及所佔比重。

### 提供利益

- (1) 投標者不得且須禁止其僱員、代理人及分判承辦商就本合約的招標及執行而提供、索取或接受《防止賄賂條例》（香港法例第201章）所定義的利益。
  
- (2) 若未能促致前述結果，或若投標者或投標者的僱員、代理人或分判承辦商作出任何提供上文第(1)段所述的利益的行為，將導致投標者的投標無效，而投標者仍須就該等錯失及行為承擔責任。



### 反圍標

- (1) 在[受資助機構]（以下稱為「機構」）通知投標者招標結果之前，投標者不得
  - i. 向機構以外的任何人士傳達任何關於投標金額的資料；
  - ii. 透過與任何其他人士的安排調整任何投標金額；
  - iii. 與任何其他人士就投標者或該其他人士應否投標訂立任何安排；或
  - iv. 在投標過程中以任何方式與任何其他人士串通。

若投標者違反或不遵守本款，除可能導致投標者的投標無效外，投標者仍須就違反或不遵守該等規則和法例承擔責任。
- (2) 本條的第（1）款不適用於投標者為獲得保險報價以計算投標價格而向其承保人或經紀人發出嚴格保密的通訊，以及為獲得顧問／分判商協助編製標書而向他們發出嚴格保密的通訊。
- (3) 投標者須按附件所載的格式，向機構提交一份妥為簽署的函件，以表明他明白並會遵守有關條文。該函件須由獲授權代表投標者簽署合約的人士簽署。
- (4) 投標者若違反其所作的任何申述及／或保證有可能損害其日後作為機構承辦商的地位。

致：[受資助機構名稱]

敬啟者：

## 保證書

1. 於呈交本標書時，投標者申述及保證於是次投標[標書內容說明]中：
  - i. 投標者從沒有亦不會向[受資助機構名稱]（以下稱為「機構」）以外的任何人士傳達任何關於投標金額的資料；
  - ii. 投標者從沒有亦不會透過與任何其他人士的安排調整任何投標金額；
  - iii. 投標者從沒有亦不會與任何其他人士就投標者本身或該其他人會或不會投標訂立任何安排；或
  - iv. 投標者從沒有亦不會以任何方式與任何人士串通。
2. 如投標者違反本條的第(1)款所作的任何申述及/或保證，機構有權採取下列行動，而無須向任何人作出補償或承擔法律責任：
  - i. 拒絕接納有關投標；
  - ii. 如機構已接納其標書，則撤回對該標書的接納；或
  - iii. 如機構已與投標者簽訂合約，則終止該合約。
3. 就違反上文第(1)條的任何陳述及 / 或保證而引致或與上述違反有關的所有損失、損害、費用或開支，投標者須向機構作出彌償，並使機構獲得彌償。
4. 本條的第(1)款不適用於投標者為獲得保險報價以計算投標價格而向其承保人或經紀人發出嚴格保密的通訊，以及為獲得顧問 / 分判商協助編製標書而向他們發出嚴格保密的通訊。為免生疑問，競投人於公開拍賣時所作的競投並不會視作違反本條的第(1)款所作的任何申述及/或保證。
5. 機構於本條的第(2)、(3)及 (4)款的權利並不損害機構針對投標者而享有的任何其他權利或補救方法。

獲授權人士簽署及公司印章： \_\_\_\_\_

獲授權簽署人士的姓名： \_\_\_\_\_

投標者名稱： \_\_\_\_\_

日期： \_\_\_\_\_

## 道德承擔

### 防止賄賂

- (A) 除獲得[機構名稱]（下稱「本機構」）的許可外，承辦商不得就本機構的業務索取或接受任何《防止賄賂條例》（香港法例第201章）所定義的利益。承辦商也得促使其參與本合約的董事、僱員、代理人及分判商，除獲得本機構的許可外，不可就本機構的業務索取或接受該等利益。承辦商亦應提醒其董事、僱員、代理人及分判商，不要索取或接受任何過多的酬酢或款待，以免影響他們公正處理本機構的業務。承辦商須採取所有必要措施（包括在適當情況下以內部指引或合約條款形式），確保其董事、僱員、代理人及分判商瞭解上述禁止事項，以及不會就本機構的業務索取或接受任何利益、過多的款待等。
- (B) 承辦商不得就本機構的業務向任何本機構的董事或職員提供任何利益，也須促使其參與本合約的董事、僱員、代理人及分判商，不可就本機構的業務提供該等利益。

### 申報利益

- (C) 承辦商須要求其董事及僱員以書面方式向承辦商申報其個人／財務利益與其在執行與本合約有關的職責之間的任何衝突或潛在衝突。若該等衝突或潛在衝突已在申報中披露，則承辦商須立即採取合理措施，盡可能緩解或消除所披露的衝突或潛在衝突。承辦商亦須要求其代理人及分判商以合約條款形式對其董事及僱員施加類似限制。
- (D) 承辦商須禁止其參與本合約的董事及僱員，除履行本合約外，從事任何工程或工作（無論有無薪酬），如該等工程或工作均會造成或可能引起其個人／財務利益與其職責間的衝突。承辦商亦須要求其代理人及分判商以合約條款形式對其董事及僱員施加類似限制。

- (E) 承辦商須採取所有必要措施（包括在適當情況下以內部指引或合約條款形式），確保其參與本合約的董事、僱員、代理人及分判商瞭解前述第(C)和(D)款的內容。

### **處理機密資料**

- (F) 除為本合約的目的外，承辦商不得洩露或使用本機構在本合約或任何隨後通訊或文件中提供的任何資料，或在開展與本合約有關的業務時取得的任何資料。就本合約而言，向任何人士、代理人、分判商披露的任何資料須嚴格保密，並按「需要知情」原則披露，且只在為本合約的目的而必需的範圍內提供。承辦商須採取所有必要措施（包括在適當情況下以內部指引或合約條款形式），確保有關人士、代理人或分判商不會就合約以外的目的而洩露該等資料。承辦商須就其本身或其董事、僱員、代理人或分判商違反前述保密條款而引致（或與其有關而直接或相應引致）本機構可能經受、蒙受或招致的所有任何性質的損失、債務、損害、費用、訴訟費、專業及其他開支，對本機構作出彌償，並使本機構獲得彌償。

### **道德承擔聲明**

- (G) 承辦商須簽署並提交由本機構訂明或批准的格式（見附件）的聲明，確認遵守前述第(A)、(B)、(C)、(D)、(E)和(F)款有關防止賄賂、申報利益、處理機密資料的規定。若承辦商未能提交所要求的聲明，則本機構有權扣留付款，直至承辦商提交該等聲明為止，而承辦商於該期間內無權獲取利息。為證明遵守前述第(A)、(B)、(C)、(D)、(E)和(F)款有關防止賄賂、申報利益、處理機密資料的規定，承辦商及其為履行本合約的職責而僱用的分判商，須向本機構呈交他們向員工頒發的內部指引。

## 承辦商遵守道德承擔要求的聲明表格

致：**[機構名稱]**（下稱「機構」）

合約編號：\_\_\_\_\_

合約標題：\_\_\_\_\_

根據本合約的道德承擔條款：

- (1) 我們確認，我們已遵守以下條款，並確保我們的董事、僱員、代理人及分判商瞭解以下條款：
  - (a) 除獲得機構許可外，禁止參與本合約的董事、僱員、代理人及分判商就機構業務提供、索取或接受任何《防止賄賂條例》（香港法例第201章）所定義的利益；
  - (b) 要求參與本合約的董事、僱員、代理人及分判商，以書面方式向他們所屬公司的管理層申報其個人／財務利益與他們在執行與本合約有關的職責之間的任何衝突或潛在衝突。對於已披露的衝突或潛在衝突，我們將採取必要的合理措施，盡可能緩解或消除有關的衝突或潛在衝突；
  - (c) 禁止參與本合約的董事及僱員，除履行本合約外，從事會造成或可能引起其個人／財務利益與本合約下的職責間的衝突的任何工程或工作（無論有無薪酬），並要求我們的代理人及分判商採取同樣的措施；及
  - (d) 採取所有必要措施，確保由機構或機構代表託付予我們的任何機密／有特權的資料或數據不會洩露予任何人士，除本合約允許者外。

簽署：\_\_\_\_\_

（承辦商名稱）：\_\_\_\_\_

（簽署人姓名）：\_\_\_\_\_

（簽署人職位）：\_\_\_\_\_

（日期）：\_\_\_\_\_

**開標紀錄表**

**[機構名稱]**  
**(下稱「本機構」)**

本機構為 \_\_\_\_\_ 一事進行招標，並於[日期及時間]開啟所有在截標前收到的標書。是次招標共接獲 \_\_\_\_\_ 份標書，現將參與投標的公司名稱及標價詳列如下：

投標公司名稱	標價
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

**監標人員簽署**

姓名及職位	簽署
1. _____	_____
2. _____	_____
3. _____	_____

日期： \_\_\_\_\_

標書評審報告

[機構名稱]

提供 \_\_\_\_\_ [物品 / 服務類別]

合約簡介

\_\_\_\_\_ [概括說明所需的物品 / 服務]

招標詳情

招標方法：\*公開招標 / \*選擇性招標

邀請投標公司數目：\_\_\_\_\_ \*貨品供應商 / \*服務承辦商

招標日期：\_\_\_\_\_

截標日期：\_\_\_\_\_

投標有效期：由 \_\_\_\_\_ 起計 \_\_\_\_\_ 天

接獲標書

收到的標書數目：\_\_\_\_\_

收到的標書詳情：

投標者	投標金額 (按金額從小至大)

**\*獲邀請投標但沒有遞交標書的公司名稱：**

公司名稱	原因（如知悉）

**是否符合招標規格**

投標者（按投標金額排序）	是否符合招標規格	不合規格的詳情（如適用）
	*是 / *否	
	*是 / *否	
	*是 / *否	
	*是 / *否	
	*是 / *否	
	*是 / *否	
	*是 / *否	

有關個別評審委員的評核，詳見**附錄**。[本報告夾附由每名評審委員填寫的標書評審表。]

**\*三份最低價標書的優勢與不足之處（只適用於服務合約）**

	投標者名稱		
	[投標者A]	[投標者B]	[投標者C]
	最低價標者	次低價標者	第三低價標者
(a) 優勢			
(b) 不足之處			
(c) 評審委員會的建議			



**\*三名最低價標者的附加條件 (如有的話)**

	投標者名稱		
	[投標者A]	[投標者B]	[投標者C]
	最低價標者	次低價標者	第三低價標者
(a) 附加條件			
(b) 評審委員會的建議			

**備註：**評審委員會如有疑問，應要求投標者撤回附加條件或徵詢法律意見。假若評審委員會建議接受的投標附加條件將對投標規格構成重大改變，則機構應考慮就合約重新招標。

**三名最低價標者的過往表現 (如有的話)**

	投標者名稱		
	[投標者A]	[投標者B]	[投標者C]
	最低價標者	次低價標者	第三低價標者
(a) 過往與機構的往來	*有/*無	*有/*無	*有/*無
* (b) 過往表現	*滿意/*不滿意 詳情： _____ _____	*滿意/*不滿意 詳情： _____ _____	*滿意/*不滿意 詳情： _____ _____
* (c) 評審委員會的建議	*適合/*不適合 授予合約	*適合/*不適合 授予合約	*適合/*不適合 授予合約

**推薦建議**

就合約判授一事，現推薦採納由 \_\_\_\_\_ [投標者名稱] 遞交的 \*最低價標書 / \*第 \_\_\_\_\_ 最低價標書。原因如下： \_\_\_\_\_  
\_\_\_\_\_ [若不推薦採納最低價標書，則必須填寫此欄]。

\*與符合要求而索價最低的投標者進行議價，務求在判授合約上取得更佳價格。

其他商議事項： \_\_\_\_\_

\* 其他建議及原因： \_\_\_\_\_

**避免利益衝突**

謹此證明參與擬備招標文件及評審標書工作的人士 \*已經 / \*並未申報利益衝突。\*沒有申報的原因為：\_\_\_\_\_。有關人士須在合約批出前，申報任何利益衝突的情況。若有利益衝突申報個案，則招標規格和評審結果均須經由[指定授權人士]審核，以防偏袒某一投標者。

\*並無利益衝突申報 / \*已經申報利益衝突如右：\_\_\_\_\_。

\*已採取以下行動處理利益衝突申報個案：\*規定已申報利益衝突的人士 \_\_\_\_\_ [姓名] 須避免參與採購過程 / \*其他行動：\_\_\_\_\_。

簽署： \_\_\_\_\_  
委員姓名及職位： \_\_\_\_\_  
日期： \_\_\_\_\_

\* 請將不適用者刪除

## 資產記錄表 Assets Register

**計劃編號及名稱**

Project No. / Title:

**受款人名稱**

Name of Grantee:

**資產類別**

Class of Asset:

編號 Item No.	項目說明* Item/ Description*	單價 Unit Cost/Item 港幣 HK\$	數量 No. of Units	總值 Total Cost 港幣 HK\$	購買日期 Date of Purchase	供應商發票編號 Supplier's Invoice No.	項目存放地點 Location of Item	根據資產運用計劃作出調配 Deployed in accordance with the Asset Usage Plan		負責人 (請註明姓名及職銜) Person in Charge (Please state Name and Post)
								是 Yes	否 No (理據 Justification)	
1.										
2.										
3.										
4.										
5.										
6.										

類別總計 Total for the Asset Class: **港幣 HK\$** \_\_\_\_\_ 元

\* 該項目如有牌子、型號及編號，請詳列

Please detail out the brand, model and serial number, if any

**受款人確證真實無誤**  
Certified True and Correct by Grantee

獲授權人簽署

Signature of Authorised Person: \_\_\_\_\_

獲授權人姓名

Name of Authorised Person: \_\_\_\_\_

獲授權人職銜

Title of Authorised Person: \_\_\_\_\_

日期

Date: \_\_\_\_\_

This is to certify that –

Item No.	Disposed on	Signature of Person in charge

# Best Practice Checklist



## Strengthening Integrity and Accountability – Grantee's Guidebook



防止貪污處

Corruption Prevention Department



# FOREWORD

Over the years, the Government has established various funding schemes. Eligible applicants submit their applications to the funding committee or fund administering secretariat (hereinafter referred to as Secretariat) for assessment. Depending on individual funding schemes, successful applicants (hereinafter referred to as Grantees) are usually required to undertake projects and activities aimed at achieving the objectives of the funding schemes concerned. Since the funds are public money, there is a high public expectation that the Grantees (and their staff as applicable) are subject to a high integrity standard, and at the same time, committed to complying with the funding conditions.

Occasionally, there are press reports pertaining to abuse of funds and breaches of funding conditions by Grantees. The Independent Commission Against Corruption (ICAC) has also received a number of corruption complaints relating to abuse of funds. The Corruption Prevention Department (CPD) of the ICAC, having reviewed a number of funding schemes, has compiled this Best Practice Checklist to help Grantees execute their funding agreement in an ethical and accountable manner.




This Best Practice Checklist aims at highlighting the general obligations, in particular the probity requirements, as specified in the funding agreement which the Grantees like you should observe and discharge. It also provides a practical guide to help Grantees in procuring services and goods, and recruiting staff in an open, fair, and transparent manner.

***The Advisory Services Group of the Corruption Prevention Department of ICAC stands ready to provide free, confidential, and tailor-made corruption prevention advice to Grantees on request, including the application of the practices recommended in this Checklist to suit individual grantees' operational needs.***

***For further information, please contact the Group at 2526 6363 or by fax at 2522 0505 or by email at [asg@cpd.icac.org.hk](mailto:asg@cpd.icac.org.hk).***

## HOW TO USE THIS BEST PRACTICE CHECKLIST

For quick and easy reference, users will find the following icons throughout this Best Practice Checklist. They serve to lead users to the information required:

	<b>Reference Guideline</b> – standard code of conduct, procedural guideline or work manual for quick reference
	<b>Sample Form</b> – sample forms for adoption where applicable
	<b>Pointer</b> – cross reference to other sections of the Checklist

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### FROM THE EDITORIAL BOARD

This Checklist provides general guidance only and does not purport to deal with all possible issues that may arise. Grantees are advised to consult their respective funding committee or secretariat if they need to deal with special issues. Descriptions and explanations of the relevant legal provisions and the recommended work procedures and practices are necessarily general and abbreviated to make this Checklist easy to understand from the layman's angle. Users of this Checklist should seek legal or professional advice as and when necessary. The ICAC will not accept any liability, legal or otherwise, for loss occasioned to any person acting or refraining from action as a result of any material in this Checklist.

Throughout this Checklist, the male pronoun is used to cover references to both the male and female. No gender preference is intended.

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## 1.1 Introduction

As government funds involve public money, there is high public expectation on the Grantees to adhere to a high standard of integrity and spend the funds in an open, fair and accountable manner.

## 1.2 Probity Provisions

- To uphold the integrity of the staff members and agents of the Grantee in relation to the funded project, the Grantee shall:
  - require its staff members, subcontractors, agents and other personnel who are in any way involved in the project that they are not allowed to offer, solicit or accept from any person any money, gifts or advantages as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the project;
  - be liable for any loss or damage to the Secretariat arising from the termination of the agreement where the termination is attributed to the commitment of any offence under the Prevention of Bribery Ordinance in relation to the project by the Grantee's staff members, subcontractors, agents or other personnel who are in any way involved in the project;
  - ensure, during the agreement period, that it (including its staff members, subcontractors, agents or other personnel) shall not undertake any service, task or job or do anything whatsoever for or on behalf of the Grantee or any third party (other than in the performance of the agreement) which conflicts, or which may be seen to conflict, with the Grantee's duties to the Secretariat under this agreement unless and to the extent the Secretariat has been fully informed by the Grantee in a timely fashion of all the circumstances in which the permission is sought; and
  - notify the Secretariat 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 Grantee or any of its staff members, agents, and contractors, or any of their respective associates or associated persons, conflict or compete, or may conflict or compete, with the Grantee's duties to the Secretariat under the agreement.

## 1.3 Code of Conduct

- Issue a Code of Conduct for compliance by the staff members (*Sample Code of Conduct for Employees of Grantees*  is at **Appendix 1**.)
- Attach the Code to the Employment Contract by which the staff members are contractually bound.
- Set out in the Code the policy or standards of conduct required, including:
  - prohibiting staff members from soliciting or accepting advantage in relation to their duties under the respective funding schemes;
  - restriction on acceptance of entertainment offered by the suppliers/contractors;
  - prohibiting staff members from offering advantage to the Funding Committee members and Secretariat staff;
  - declaration and handling of conflict of interest; and
  - use and protection of confidential information including the intellectual property rights arising from the performance of the funded project.
- Conduct briefings for newly-appointed staff members to familiarize them with the Code, and arrange refresher sessions for them periodically to raise their awareness.

## 2.1 Introduction

Grantees should ensure that all project staff recruited with funds granted are well qualified, suitably deployed, and properly remunerated. This chapter recommends some good practices to enhance fairness and transparency in staff recruitment.

### Key process in recruitment of staff

*Recruitment Procedures (☞ para. 2.2)*




*Remuneration and Staff Benefits (☞ para. 2.3)*



*Monitoring of staff attendance (☞ para. 2.4)*

## 2.2 Recruitment Procedures

- Advertise job vacancies in local newspapers and/or other channels as approved by the Secretariat.
- Set out clearly in the advertisement the job descriptions and requirements, and other essential information such as the application deadline and the contact person for enquiries.
- Record systematically all applications received.
- Shortlist and select candidates based on predetermined criteria approved by the management.
- Form a recruitment panel to conduct selection interviews and skill tests as necessary.

- Devise an objective assessment method and a standard form to record assessment by individual panel members (*Sample Interview Assessment Form for Appointment of Staff* is at  **Appendix 2**).
- Document properly the assessment of candidates and recommendations of panel members.
- Define clearly the approving authority for the staff appointment.

### 2.3 Remuneration and Staff Benefits


- Observe the principle of prudence and cost effectiveness in determining the remuneration and staff benefits.
- Abide by the prescribed remuneration standards laid down by the Secretariat for recruiting project staff, if any.
- Provide justifications and seek approval of the Secretariat if the project staff expenditures exceed the remuneration standards.

### 2.4 Monitoring Staff Attendance

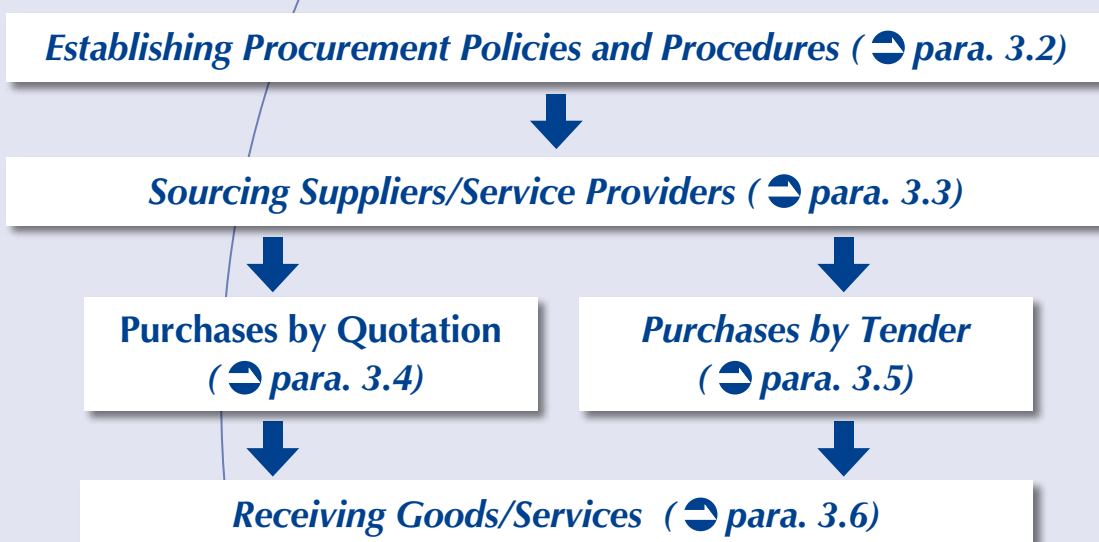
- Specify clearly the working hours.
- Require project staff to record attendance, if electronic attendance record system is not available.
- Spot check the attendance records by more senior supervisors.
- Retain attendance records for a reasonable period to facilitate auditing if necessary.

## 3.1 Introduction

As reflected in past ICAC cases, in the absence of checks and balances, procurement processes are vulnerable to corruption and malpractice, including favouritism in the sourcing and selection of suppliers or contractors, and connivance at substandard goods or services. This chapter provides a procedural guide to help Grantees avoid corrupt practices in their procurement of goods and services.




(Grantees can also refer to the Best Practice Checklist on Procurement  at [www.icac.org.hk](http://www.icac.org.hk).)

### KEY PROCESSES IN PROCUREMENT



## 3.2 Procurement Policy

- Adopt a set of standard procurement procedures to procure all goods and services in an open, fair and competitive basis, no less stringent than the requirements of the funding agreement, to ensure consistency in practice.
- Segregate the duties in the procurement process as far as possible, (e.g. assign different staff members to source suppliers/contractors for invitation of quotations/tenders, approve quotations/tenders, and certify the goods/services received).

- Specify the approving authorities and the procurement methods for purchases of different values (e.g. open tendering for purchases of significant value or restricted tendering for minor purchases of a specified amount).
- State the approving authorities for purchases by single source quotation or tender (preferably by a panel in case of high value purchases) and require the staff concerned to give justifications in writing.
- Include in the tender/quotation invitation documents probity clauses (  **Appendix 3**), prohibiting all bidders from offering or soliciting bribes in relation to the bidding exercise.
- Incorporate anti-collusion clauses in the tender/quotation invitation document (  **Appendix 4**), and require the bidders to submit, together with their bids, a declaration pledging compliance with the anti-collusion clause.
- Add probity clauses (  **Appendix 5**), prohibiting all contractor/service provider's staff from offering, soliciting or accepting bribes, in the contracts to be awarded.
- Seek ICAC's tailor-made advice, if necessary, on procurement in relation to the funded projects.

### 3.3 Sourcing of Suppliers and Service Providers

- Compile suppliers/service providers lists (e.g. categorizing them by the types of goods/services they provide, and/or their geographical locations) for approval by the designated authority to facilitate sourcing of suppliers/service providers for the goods or services that are required frequently.
- Invite the required number of suitable suppliers/service providers on the respective approved lists to bid on a fair-share basis (e.g. by rotation).
- Add other suppliers nominated, with justification of their nominations and approved by designated authority, by the users or other staff.

- Source, for those without any approved list, suitable suppliers/service providers for invitation to bid, taking into account their company size, experience and past performance records, if any, through the Internet and nominations by the users and other staff, and include the current supplier/service provider as appropriate.

### 3.4 Purchases by Quotations<sup>1</sup>

- Provide the bidders with a description of the goods or details of the services required.
- Inform the bidders of the deadline for submission of quotations.
- Use a designated fax machine kept in a secure place or an email account with password control for receiving quotations.
- Keep a record of the suppliers invited, the date of receipt of the quotations, the offered prices, and the names of the staff responsible, and keep copies of the quotations received to facilitate future checking as necessary.
- Take precautions to prevent leakage of quotation information (e.g. requesting the bidders to notify the receiving person before sending in their quotations by fax or to submit quotations in sealed envelopes).
- Accept the lowest bid that meets the specified requirements, and obtain approval from the designated authority, with justifications, if the lowest offer is not accepted.

---


<sup>1</sup> When determining the method of purchase, i.e. by quotation or by tender, the Grantee should take into consideration the estimated value of the purchase, the gravity of quality in the selection of tender, and the effectiveness of the method of purchase. Usually, quotation will be adopted for purchases of low-value and general goods/services.




## 3.5 Purchases by Tender

### (i) *Tender Invitation*

- Set out clearly in the tender documents:
  - a detailed description of the goods/services required;
  - if price is not the only consideration, the criteria for tender selection and the weighting of each assessment criterion, if applicable;
  - the contract terms and conditions;
  - a statement prohibiting price rigging by the tenderers, and prohibiting the tenderers from offering any advantage to employees of the Grantee for the purpose of securing the tender award;

(Sample anti-collusion and probity clauses  are at **Appendices 4 and 5**)


- the deadline for tender submission; and
  - the submission method (e.g. for the procurement of special services requiring an assessment of the quality standards proposed, bidders should be required to submit the price and technical proposals in separately sealed envelopes).
- Conduct a briefing to all interested bidders shortly after the tender invitation, if necessary.
- Take measures to ensure the security of the tender submissions received, e.g. use a secure tender box for bidders to deposit their bid submissions, and put collected bid submissions under lock in the custody of a staff member responsible for receipt of tenders.
- Assign a tender opening team (comprising at least two persons) to open the bid submissions received immediately after the deadline, and designate a senior staff member not involved in the evaluation to keep duplicate copies of the proposals.

(A sample tender opening form  is at **Appendix 6**)

- Accept late submissions after the closing time only if justified (e.g. insufficient tenders) with the approval of the designated authority, and that the received submissions have not been opened.

## **(ii) Tender Evaluation**

- Pre-determine the criteria for tender assessment and, in the case of special services, draw up a marking scheme for tender evaluation (e.g. the lowest bid that meets the specified requirements, or if price is not the only criterion, the highest combined score of the price and technical proposals).
- Appoint an assessment panel (comprising staff from the user section, the procurement section and specialist or technical section as appropriate) to evaluate the tenders and recommend the lowest conforming bid or tender with the highest score for acceptance.
- Require the assessment panel, when evaluating tenders with both technical and price proposals, not to open the price proposals until the evaluation of technical proposals is completed.
- Require the assessment panel to record the deliberations and the decisions made.
- Require individual panel members to independently record the marks given to each proposal on a standard evaluation form before calculating the total scores.
- Document any changes to the marks, the reasons for the change, and any dissenting views of the panel members.
- Require the panel to give justification if an offer, other than the lowest conforming bid or the one with the highest score, is recommended.
- Require the panel to submit a tender evaluation report for consideration by the appropriate approving authority.

*(A sample tender evaluation form  is at **Appendix 7**)*

## 3.6 Receipt of Goods and Services

### *For Goods*

- Assign staff members, preferably not those placing the purchase orders, to receive and inspect the goods delivered to ensure there is no short delivery or substandard/defective goods.
- Arrange testing of the goods by competent staff before acceptance (e.g. the IT staff for computer equipment).
- Follow up immediately with the supplier for any short delivery or substandard/defective goods.
- Require the assigned staff or users to certify acceptance within a specified time limit upon receipt of the goods to ensure payment is made within a reasonable time frame (e.g. one month from certification).
- Handle substandard/defective goods or short delivery in accordance with established policies and procedures (e.g. asking the supplier to make good the shortfall immediately).

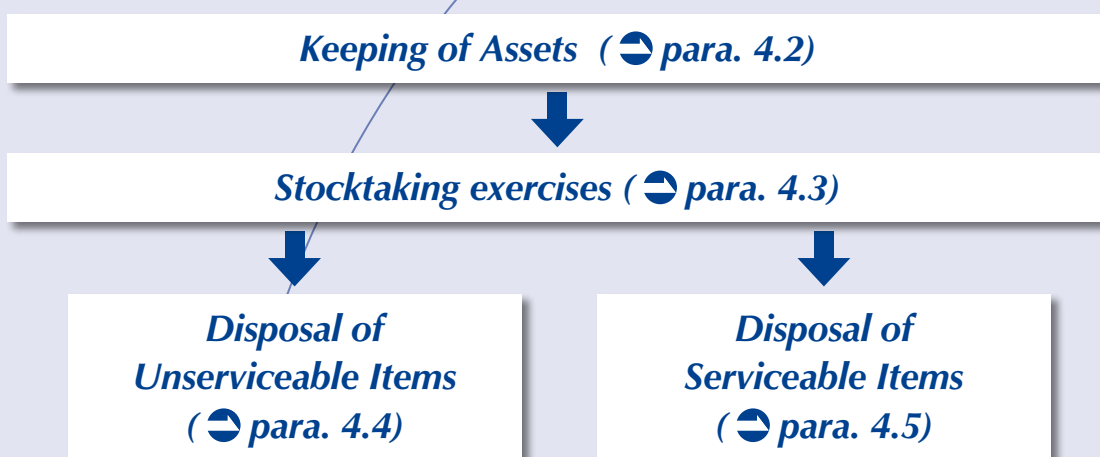
### *For Services*

- Require the users to confirm satisfactory delivery of service of a short term or one-off nature before payment (e.g. consultancy or miscellaneous services).
- Design a checklist for the checking of service standards in case of term contracts (e.g. course providers).
- Designate staff at the right level to conduct periodic checks on the standards of service provided and to confirm satisfactory delivery of service before payment.
- Handle unsatisfactory or deficient service as recommended for goods.


## 4.1 Introduction

Assets (e.g. computer or office equipment) purchased under the funded project are paid by public money. As such, there should be a clear record and regular stocktaking of the assets to prevent pilferage or for use outside the ambit of the funds.

### KEY PROCESSES IN HANDLING OF PROJECT ASSETS



## 4.2 Keeping of Assets

- Assign a keeper to be responsible for the overall control and management of asset items including any movements or transfers among users.
- Allocate a serial number to each asset item and keep a register to record their movements, such as the date of issue and the recipient, date and cost of acquisition, detailed description of the assets and their physical locations. (A sample assets register is at  **Appendix 8**)
- Mark on the asset items clear indications (with serial numbers if possible) that they are project assets.
- Require the user to acknowledge receipt of the asset items upon issue.
- Require the keeper to acknowledge receipt of asset items upon return.

### 4.3 Stocktaking Exercises

- Conduct and record random and regular (e.g. yearly) physical checks on the assets.
- Report any loss or unserviceable assets to the management for necessary action.
- Report to the police or the appropriate person (e.g. the Secretariat) for all assets lost/stolen.

### 4.4 Disposal of Unserviceable Items

- Identify a competent person (e.g. maintenance agent) to countercheck and issue a technical certificate to certify that an asset is no longer serviceable and is beyond economic repair before disposal.
- Designate an approving authority to approve and verify the disposal of unserviceable items.
- Record in the assets register all disposed unserviceable items.

### 4.5 Disposal of Serviceable Items

- Follow the laid down procedures and methods of disposal of the asset items purchased.
- Seek the approval of the designated approving authority before the disposal.
- Keep records of the disposal (e.g. the approving authority, date of disposal and documentary proofs, if any.)

## 5.1 Introduction

The funding agreement sets out, amongst others, the obligations which the Grantee has to perform. Failure to accomplish the obligations may lead to sanctions (e.g. suspension of payment of funds); the Grantee shall therefore observe, implement the pledged activities and comply with the obligations in the agreement. The key obligations are highlighted as follows.

## 5.2 Reporting Requirements

- Submit progress reports, detailing the deliverables/milestones achieved etc. during the reporting period, in accordance with the prescribed schedule and standard report form.
- Prepare financial reports, stating the incomes and expenditures of the funded project etc. during the reporting period, in accordance with the prescribed schedule and standard report form.
- Attach the receipts, payment vouchers and books of accounts etc. relating to the funded project together with financial reports as supporting documents.
- Appoint a certified public accountant to carry out financial and compliance audits.
- Submit the audited account report to the Secretariat in accordance with the prescribed schedule.

## 5.3 Record Keeping

- Maintain, for a minimum period of 7 years after the termination of the agreement, full and proper books of accounts and records in respect of the project.
- Allow the Secretariat and their respective authorized representatives to access to all or any of the books and records for conducting audit, inspection, and verification from time to time.

- Allow ICAC to inspect the books and documents, examine the management and control measures in relation to the funded project for corruption prevention review.

## 5.4 Project Variation

- Document the justifications leading to the variation.
- Submit in writing to the Secretariat the request for endorsement of any variation of project pledges/deliverables.
- Propose and take timely measures (as approved by the Secretariat) to mitigate the impact to the pledges/deliverables, if any.
- Record the measures taken to mitigate the impact to the pledges/deliverables arising from the variation and their effects.

## 5.5 Financial Controls

- Keep a bank account solely for depositing grant payments received and any income, as well as for making payments in relation to the approved project.
- Seek the approval of the Secretariat for exemption of opening a separate account.
- Designate an authorized person to withdraw money from the project account.
- Specify a limit of payment in cash for single transactions, beyond which the approval of the management of the Grantee has to be sought.
- Reallocate funds to the approved items of the project only.

- Obtain prior written approval from the Secretariat for any reallocation of funds exceeding the prescribed limit, with justification.
- Provide in each progress report, completion report and audited account report information on such reallocation of funds.



# SAMPLE CODE OF CONDUCT FOR EMPLOYEES OF GRANTEES

## Introduction

The [Name of Grantee] (the Organisation) believes that honesty, integrity and fair play are important corporate values. This Code sets out the basic standard of conduct expected of all staff members and our policy on acceptance of advantage and conflict of interest in connection with one's official duties.

## Prevention of Bribery

### *Prevention of Bribery Ordinance*

2. Under the Prevention of Bribery Ordinance (Cap. 201), any staff member who, without the permission of his employer or principal (i.e. the Organisation), solicits or accepts an advantage as a reward or inducement for doing any act or showing favour in relation to the latter's business, commits an offence. The person offering the advantage also commits an offence.

3. It is also an offence under the Ordinance for any staff member to use any document containing false information with the intent to deceive his employer or principal.

[Section 9 of the Ordinance and the definition of "advantage" are detailed at **Annex 1**.]

### *Acceptance of Advantage*

4. It is our policy that staff members, in their private capacity, should not solicit or accept any advantage from any persons or companies having business dealings with the Organisation (e.g. service recipients, suppliers, contractors), except that they may accept, but not solicit, the following advantages when offered on a voluntary basis:

- (a) advertising or promotional gifts or souvenirs of a nominal value;
- (b) gifts given on festive or special occasions subject to a maximum limit of \$ \_\_\_\_\_ in value; or
- (c) discounts or other special offers from any person or company, on terms and conditions applicable to other customers;
- (d) gifts or souvenirs presented to the staff member acting on behalf of the Organisation in official functions.

No staff member should, in his/her private capacity, accept any advantage from a subordinate, except those mentioned in paragraphs (a) and (b) above.

5. Gifts or souvenirs in (d) above are deemed as offered to the Organisation and should only be retained by the staff member with permission. The recipient should report the acceptance to and seek direction on its disposal from the approving authority<sup>1</sup> using Form A (a sample at **Annex 2**). If a staff member wishes to accept any other advantage not listed in paragraph 4, he/she should specify the item in Form A when seeking permission from the approving authority.

6. A staff member should decline an offer of advantage if the acceptance could affect his/her objectivity in conducting the Organisation's business or induce him/her to act against its interest, or where he/she believes the offeror has such an intention, or acceptance will likely lead to perception or allegation of impropriety.

### ***Offer of Advantage***

7. Staff members are prohibited from offering advantages to any Secretariat staff and members of the Funding Committee, whether directly or indirectly through a third party, for the purpose of influencing such staff or member in any dealings related thereto.

### ***Entertainment***

8. As defined in Section 2 of the Prevention of Bribery Ordinance, "entertainment" refers to food or drink provided for immediate consumption on the occasion, and any other entertainment provided at the same time. Although entertainment is an acceptable form of business and social behaviour, a staff member should avoid accepting lavish or frequent entertainment from persons with whom the Organisation has business dealings (e.g. service recipients, suppliers or contractors) or from his/her subordinates to avoid placing themselves in a position of obligation to the offeror.

---

<sup>1</sup> Specify the post of the approving authority in the Code and the Form.

## Records, Accounts and Other Documents

9. Staff members should ensure, to the best of their knowledge, that any record, receipt, account or other document they submit to the Organisation gives a true representation of the events or transactions reported in the document. Intentional use of documents containing false information to deceive or mislead the Organisation, regardless of whether the staff member may obtain any gain or advantage, may constitute an offence under the Ordinance.

## Compliance with Local Laws in Other Jurisdictions

10. Staff members must comply with all local laws and regulations when conducting the Organisation's business, and also those in other jurisdictions, when conducting business there.

## Conflict of Interest

11. Staff members should avoid any conflict of interest situation (i.e. situation where their private interest conflicts with the interest of the Organisation) or the perception of such conflicts. They should not misuse their position or authority in the organisation to pursue their own private interests. Private interest includes both financial and personal interests of the staff member and those of his/her connections including family and other relations, personal friends, the clubs and societies to which he/she belongs, and any person to whom he/she owes a favour or obligated in any way. When actual or potential conflict of interest arises, the staff member should make a declaration to the management through the reporting channel using Form B (**Annex 3**). Failure to do so may give rise to criticism of favouritism, abuse of authority or even allegation of corruption.

12. Some common examples of conflict of interest are described below but they are by no means exhaustive:

- (a) A staff member involved in a procurement process is closely related to or has beneficial interest in a supplier being considered by the organisation.
- (b) One of the candidates under consideration in a recruitment or promotion exercise is a family member, a relative or a close personal friend of the staff member responsible for the exercise.

- (c) A staff member accepts frequent or lavish entertainment from the organisation's service recipients, suppliers or contractors.
- (d) A staff member (full-time or part-time) undertaking part-time work with a contractor whom he is responsible for monitoring.

## **Use of Organisation Assets**

13. Staff members in charge of or having access to any assets of the Organisation, including funds, property, information, and intellectual property should use them solely for the purpose of conducting the Organisation's business. Unauthorized use to make personal gain is strictly prohibited.

## **Confidentiality of Information**

14. Staff members should not disclose any classified information of the Organisation without authorization or misuse any such information. Those who have access to or in control of such information should at all times ensure its security and prevent any abuse, unauthorized disclosure or misuse of the information. Special care should be taken when handling any personal data to ensure compliance with the Personal Data (Privacy) Ordinance (Cap. 486) and the Organisation's data privacy policy.

## **Outside Employment**

15. If a full-time staff member wishes to take up concurrent employment, either on a regular or consulting basis, they must seek the prior written approval of (post of a nominated officer). The approving authority should take into consideration whether the employment would pose a conflict of interest with the staff member's duties in the Organisation.

## **Relationship with Suppliers, Contractors and Service Recipients**

### ***Gambling***

16. Staff members are advised not to engage in frequent gambling of any kind, including games of mahjong, with persons having business dealings with the Organisation. In social games of chance with service recipients, suppliers or business associates, they must exercise judgment and withdraw from any high stake games.

## ***Loans***

17. Staff members should not accept a loan from, or through the assistance of, any person or organisation having business dealings with the Organisation. There is, however, no restriction on borrowing from a licensed bank or financial institution.

## **Compliance with the Code**

18. It is the responsibility of every staff member of the Organisation to understand and comply with this Code, whether performing the duties of the Organisation in or outside Hong Kong.

19. Any staff member in breach of the Code will be subject to disciplinary action, including termination of appointment. In case of suspected corruption or criminal offences, a report will be made to the ICAC or the appropriate law enforcement agencies.

20. Any enquiries about the Code should be channeled to the [Name of Senior Management of the Organization] for advice.

---

[Name of Organisation]

Date :

## **Extracts of the Prevention of Bribery Ordinance**

### **Section 9 - Corrupt transaction with agents**

- (1) Any agent who, without lawful authority or reasonable excuse, solicits or accepts any advantage as an inducement to or reward for or otherwise on account of his –
- (a) doing or forbearing to do, or having done or forborne to do, any act in relation to his principal's affairs or business; or
  - (b) showing or forbearing to show, or having shown or forborne to show, favour or disfavour to any person in relation to his principal's affairs or business,
- shall be guilty of an offence.
- (2) Any person who, without lawful authority or reasonable excuse, offers any advantage to any agent as an inducement to or reward for or otherwise on account of the agent's –
- (a) doing or forbearing to do, or having done or forborne to do, any act in relation to his principal's affairs or business; or
  - (b) showing or forbearing to show, or having shown or forborne to show, favour or disfavour to any person in relation to his principal's affairs or business,
- shall be guilty of an offence.
- (3) Any agent who, with intent to deceive his principal, uses any receipt, account or other document -
- (a) in respect of which the principal is interested; and
  - (b) which contains any statement which is false or erroneous or defective in any material particular; and
  - (c) which to his knowledge is intended to mislead the principal,
- shall be guilty of an offence.

- (4) If an agent solicits or accepts an advantage with the permission of his principal, being permission which complies with subsection (5), neither he nor the person who offered the advantage shall be guilty of an offence under subsection (1) or (2).
- (5) For the purposes of subsection (4) permission shall -
- (a) be given before the advantage is offered, solicited or accepted; or
  - (b) in any case where an advantage has been offered or accepted without prior permission, be applied for and given as soon as reasonably possible after such offer or acceptance,

and for such permission to be effective for the purposes of subsection (4), the principal shall, before giving such permission, have regard to the circumstances in which it is sought.

## **Definition of an Advantage (Section 2)**

**"Advantage"** means :

- (a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;
- (b) any office, employment or contract;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;
- (e) the exercise or forbearance from the exercise of any right or any power or duty; and
- (f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e).

but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap 554), particulars of which are included in an election return in accordance with that Ordinance.

## **Definition of Entertainment (Section 2)**

**"Entertainment"** means :

The provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment connected with, or provided at the same time as, such provisions.

## **Section 19 – Custom not to be a Defence**

In any proceedings for an offence under the Ordinance, it shall not be a defence to show that any such advantage as is mentioned in the Ordinance is customary in any profession, trade, vocation or calling.



[Name of Organisation]  
**REPORT ON GIFTS RECEIVED**

**Part A – To be completed by Receiving Staff**

To : *[Approving Authority]*

Description of Offeror :

*Name & Title of Offeror* : \_\_\_\_\_

*Company* : \_\_\_\_\_

*Relationship (Business/Personal)* : \_\_\_\_\_

Occasion on which the Gift was/is to be Received : \_\_\_\_\_

Description & (Assessed) Value of the Gift : \_\_\_\_\_

**Suggested Method of Disposal :**

**Remark**

( ) Retain by the Receiving Staff \_\_\_\_\_

( ) Retain for Display/as a Souvenir in the Office \_\_\_\_\_

( ) Share among the Office \_\_\_\_\_

( ) Reserve as Lucky Draw Prize at a Staff Function \_\_\_\_\_

( ) Donate to another Charitable Organisation \_\_\_\_\_

( ) Return to the Offeror \_\_\_\_\_

( ) Others (please specify) : \_\_\_\_\_

\_\_\_\_\_  
 [Name of Receiving Staff]

[Date]

[Title]

**Part B – To be completed by Approving Authority**

To : *[Name of Receiving Staff]*

The recommended method of disposal is *\*approved/not approved.*

\*The gift(s) concerned should be disposed of by way of :

\_\_\_\_\_

\_\_\_\_\_  
 [Name of Approving Authority]

[Date]

[Title]

*\* Please delete as appropriate*

[Name of the Organisation]  
**Declaration of Conflict of Interest**

**Part A – Declaration** *(To be completed by Declaring Staff)*

To : *[Approving Authority]*

I would like to report the following existing/potential\* conflict of interest situation arising during the discharge of my official duties :-

<b>Persons/companies with whom/which I have official dealings</b>
<b>My relationship with the persons/companies (e.g. relative)</b>
<b>Relationship of the persons/companies with the Organisation (e.g. supplier)</b>
<b>Brief description of my duties which involved the persons/companies (e.g. handling of tender exercise)</b>

\_\_\_\_\_  
 [Name of Declaring Staff]

[Title / Department]

[Date]

**Part B – Acknowledgement** *(To be completed by Approving Authority)*

To : *[Declaring Staff]*

**Acknowledgement of Declaration**

The information contained in your declaration form of   [Date]   is noted. It has been decided that :-

- You should refrain from performing or getting involved in performing the work, as described in Part A, which may give rise to a conflict.
- You may continue to handle the work as described in Part A, provided that there is no change in the information declared above.
- Others (please specify) : \_\_\_\_\_

\_\_\_\_\_  
 [Approving Authority]

[Title]

[Date]

*\* Please delete as appropriate*

# SAMPLE INTERVIEW ASSESSMENT FORM FOR APPOINTMENT OF STAFF

[Name of Organisation]

Name of candidate : \_\_\_\_\_

Date and time of interview: \_\_\_\_\_

Aspect and weighting of assessment*	Score
1. Work knowledge (30%)	
2. Relevant working experience (20%)	
3. Communication skills (30%)	
4. Supervisory ability and other job requirements, if applicable (20%)	
<b>Total score (100%):</b>	

**Additional Remarks:**

**Recommendation:**

- Suitable for appointment
  Waiting List  
 Not suitable for appointment

\_\_\_\_\_  
Signatures & Names of Assessment Panel Members

\* The assessment aspects and weightings listed in the table are for illustration purposes only. The interview panel should draw up the assessment aspects and weightings, based on the nature and requirement (e.g. accounting qualification for accounting clerk) of the vacancies, before conducting the interviews.

### Offering Gratuities

(1) The tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and execution of this contract.

(2) Failure to so procure or any act of offering advantage referred to in (1) above committed by the tenderer or by an employee, agent or sub-contractor of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in his tender being invalidated.

### Anti-collusion

- (1) The Tenderer shall not communicate to any person other than the **[Name of Grantee]** 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. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer's liability for such breach rules and laws or non-compliance, invalidate his tender.
- (2) Sub-clause (1) of this Clause 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.
- (3) The Tenderer shall submit to the [Name of Grantee] a duly signed warranty in the form set out in Annex to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the contract on the Tenderer's behalf.
- (4) Any breach of any of the representations and/or warranties by the Tenderer may prejudice the Tenderer's future standing as a [name of Grantee] contractor.

To: **[Name of Grantee]**

Dear Sir/Madam,

## **Warranty**

- (1) By submitting a tender, the Tenderer represents and warrants that in relation to the tender of [description] :
  - (i) it has not communicated and will not communicate to any person other than the [Name of Grantee] the amount of any tender price;
  - (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
  - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
  - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
  
- (2) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, the [Name of Grantee] shall be entitled to, without compensation to any person or liability on the part of the [Name of Grantee] :
  - (i) reject the tender;
  - (ii) if the [Name of Grantee] has accepted the tender, withdraw its acceptance of the tender; and
  - (iii) if the [Name of Grantee] has entered into the contract with the Tenderer, terminate the contract.
  
- (3) The Tenderer shall indemnify and keep indemnified the [Name of Grantee] against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.
  
- (4) Clause (1) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the [Name of Grantee] in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

(5) The rights of the [Name of Grantee] under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

Authorized Signature & Company Chop : \_\_\_\_\_

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

Name of Tenderer in English (in Block Letters) : \_\_\_\_\_

Date : \_\_\_\_\_

## Ethical Commitment

### Prevention of Bribery

- (A) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, except with permission of [Name of Organisation] (hereafter referred to as the Organisation) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Organisation. The Contractor shall also caution his directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Organisation. The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not, except with permission of the Organisation, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of the Organisation.
- (B) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, offer any advantage to any Board member or staff in relation to the business of the Organisation.

### Declaration of Interest

- (C) The Contractor shall require his directors and employees to declare in writing to the Contractor any conflict or potential conflict between their personal/ financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.



- (D) The Contractor shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (E) The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under the aforesaid sub-clauses (C) and (D).

## **Handling of Confidential Information**

- (F) The Contractor shall not use or divulge, except for the purpose of this Contract, any information provided by the Organisation in the Contract or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Contract. Any disclosure to any person or agent or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a “need to know” basis and extend only so far as may be necessary for the purpose of this Contract. The Contractor shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Contractor shall indemnify and keep indemnified the Organisation against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Organisation may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Contractor or his directors, employees, agents or sub-contractors.

## **Declaration of Ethical Commitment**

- (G) The Contractor shall submit a signed declaration in a form (see Annex) prescribed or approved by the Organisation to confirm compliance with the provisions in aforesaid sub-clauses (A) (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and confidentiality. If the Contractor fails to submit the declaration as required, the Organisation shall be entitled to withhold payment until such declaration is submitted and the Contractor shall not be entitled to interest in that period. To demonstrate compliance with the aforesaid sub-clauses (A), (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and handling of confidential information, the Contractor and the sub-contractors employed for the performance of duties under this Contract are required to deposit with the Organisation a copy of the internal guidelines issued to their staff.

## Declaration Form by Service Providers on their Compliance with the Ethical Commitment Requirements

To: *[Name of Employer]*

Contract No.: \_\_\_\_\_

Title: \_\_\_\_\_

In accordance with the Ethical Commitment clauses in the Contract:

- (1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:
- (a) prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Organisation except with the permission of the Organisation;
  - (b) requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to their respective company management any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract, and in the event that a conflict or potential conflict is disclosed, take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
  - (c) prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment (other than in the performance of this Contract), with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our agents and sub-contractors to do the same; and
  - (d) taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Organisation from being divulged to a third party other than those allowed in this Contract.

Signature \_\_\_\_\_

(Name of the Contractor) \_\_\_\_\_

(Name of the Signatory) \_\_\_\_\_

(Position of the Signatory) \_\_\_\_\_

(Date) \_\_\_\_\_

# SAMPLE TENDER OPENING FORM

## Tender Opening Record Form

[Name of Organisation]

Tenders for \_\_\_\_\_ have been invited and those received before the submission deadline were opened on [date and time]. A total of \_\_\_\_\_ tenders in respect of the above-mentioned contract were received. The tenderers' names and their respective tender prices are listed below :

### Name of Tenderers

### Tender Prices

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

### Signature of Witnesses

#### Name and Post

#### Signature

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

# SAMPLE TENDER EVALUATION FORM

## Tender Evaluation Report

[Name of Organisation]

Provision of \_\_\_\_\_ [Type of Goods/Services]

### Brief Description of Contract

\_\_\_\_\_

[Give a brief description of the goods/services required]

### Details of Invitation

Tender invitation method: \*Open tender / \*Selective tender.

Invitations issued to \_\_\_\_\_ \*suppliers / \*service providers

Tender invitation date: \_\_\_\_\_

Tender closing date: \_\_\_\_\_

Tender validity period: \_\_\_\_\_ days from \_\_\_\_\_

### Tenders Received

Number of tenders received: \_\_\_\_\_

Details of tenders received:

Tenderers	Tendered Sums (lowest first)

\*Name of non-returning tenderers:

Tenderers	Reasons, if known

### Compliance with Tender Specifications

Tenderers (in order of tendered sum)	Compliance with tender specifications	Details of any non-compliance
	*Yes/*No	
	*Yes/*No	
	*Yes/*No	
	*Yes/*No	
	*Yes/*No	
	*Yes/*No	
	*Yes/*No	

Evaluation of individual assessors is at **Appendix**. [Attach the tender evaluation forms duly completed by each assessment panel member to this report.]

### \*Strengths and Weaknesses of Lowest Three Tenderers (for use with service contracts only)

	Name of Tenderers		
	[Tenderer A]	[Tenderer B]	[Tenderer C]
	Lowest Bid	2 <sup>nd</sup> Lowest Bid	3 <sup>rd</sup> Lowest Bid
(a) Strengths			
(b) Weaknesses			
(c) Recommendations of Assessment Panel			

### \*Tender Qualifications of Lowest Three Tenderers (if any)

	Name of Tenderers		
	[Tenderer A]	[Tenderer B]	[Tenderer C]
	Lowest Bid	2 <sup>nd</sup> Lowest Bid	3 <sup>rd</sup> Lowest Bid
(a) Tender qualifications submitted			
(b) Recommendations of Assessment Panel			

**Note:** The Assessment Panel should require the tenderers to withdraw their tender qualifications, or seek legal advice, if in doubt. If the Assessment Panel recommends accepting the tender qualifications which would have material changes to the tender specifications, the Organisation may consider putting up the contract for re-tendering.

### Performance Records of Lowest Three Tenderers

	Name of Tenderers		
	[Tenderer A]	[Tenderer B]	[Tenderer C]
	Lowest Bid	2 <sup>nd</sup> Lowest Bid	3 <sup>rd</sup> Lowest Bid
(a) Previous dealings with the Organisation	*Yes/*No	*Yes/*No	*Yes/*No
* (b) Previous performance	*Satisfactory/ *Unsatisfactory, details: _____ _____	*Satisfactory/ *Unsatisfactory, details: _____ _____	*Satisfactory/ *Unsatisfactory, details: _____ _____
* (c) Recommendations of Assessment Panel	*Suitable/*Not suitable for contract award	*Suitable/*Not suitable for contract award	*Suitable/*Not suitable for contract award

### Recommendations

\* The lowest tender/\*The \_\_\_\_\_ lowest tender submitted by \_\_\_\_\_ [Tenderer Name] is recommended for contract award. Reasons: \_\_\_\_\_  
\_\_\_\_\_ (Mandatory if the lowest tender is not recommended).

\* To negotiate with the tenderer submitting the lowest conforming tender for a better price with a view for tender award. Other items to be negotiated: \_\_\_\_\_.

\* Other recommendations and reasons: \_\_\_\_\_  
\_\_\_\_\_.

### Avoiding Conflict of Interest

This is to confirm that persons involved in preparing the tender documents and assessing tenders \*have / \*have not declared conflict of interest. \*If not, the reasons are \_\_\_\_\_. The persons involved will be required to declare any conflict of interest before contract award. The tender specifications and assessment results will be reviewed by the [designated authority] to detect any favouritism to particular tenderers if any conflicts are declared.

\*No conflict is declared. /\*The conflicts declared are as follows: \_\_\_\_\_  
\_\_\_\_\_.

\*The following actions have been taken to manage the conflicts declared: \*required the persons \_\_\_\_\_ [Name] who have made a declaration to abstain from the procurement process/\*other actions taken \_\_\_\_\_ .

Signature: \_\_\_\_\_

Name and Post of Assessors: \_\_\_\_\_

Date: \_\_\_\_\_

(\* Delete as appropriate)



## SAMPLE ASSETS REGISTER FORM

## 資產記錄表 Assets Register

### 計劃編號及名稱

Project No. / Title :

### 受款人名稱

Name of Grantee :

### 資產類別

Class of Asset :

編號 Item No.	項目說明* Item/ Description*	單價 Unit Cost/Item 港幣 HK\$	數量 No. of Units	總值 Total Cost 港幣 HK\$	購買日期 Date of Purchase	供應商發票編號 Supplier's Invoice No.	項目存放地點 Location of Item	根據資產運用計劃作出調配 Deployed in accordance with the Asset Usage Plan		負責人 (請註明姓名及職銜) Person in Charge (Please state Name and Post)
								是 Yes	否 No (理據 Justification)	
1.										
2.										
3.										
4.										
5.										
6.										

類別總計 Total for the Asset Class : 港幣 HK\$ \_\_\_\_\_ 元

\* 該項目如有牌子、型號及編號，請詳列

Please detail out the brand, model and serial number, if any

**受款人確證真實無誤**  
Certified True and Correct by Grantee

獲授權人簽署

Signature of Authorised Person :

獲授權人姓名

Name of Authorised Person :

獲授權人職銜

Title of Authorised Person :

日期

Date :

This is to certify that –

Item No.	Disposed on	Signature of Person in charge



**防止貪污處**

**廉政公署**

香港北角渣華道303號

**Corruption Prevention Department**

**Independent Commission Against Corruption**

303 Java Road, North Point, Hong Kong