

# Procurement Guidelines, and Code of Conduct

## 採購指引及行為守則



2 December 2020  
二零二零年十二月二日

## 1. AUTHORIZATION

### 1.1 Sub-committees (except Building Sub-committee) and the Club Manager

The Club authorizes each Sub-committee and the Club Manager, except the Building Sub-committee, to decide on their own discretion any item related to the daily operation of the business under its jurisdiction at a cost of HK\$7,000 or below provided that quotations are obtained in accordance with the normal guidelines for the acquisitions of goods and services. For the purchase value over the cost of HK\$7,000, it should be approved by the General Committee.

### 1.2 Building Sub-committee

For the Building Sub-committee, if the project/purchase expenditure is less than HK\$20,000, the Building Sub-committee may decide on the selection of contractor/service supplier provided that quotations are obtained in accordance with the Procurement Guidelines. If the expenditure is more than HK\$20,000, the Building Sub-committee should seek approval from the General Committee before the work proceeds. The normal tendering procedures of the Club should be adopted if the estimated tender price exceed the amount of HK\$100,000.

## 1. 授權

### 1.1 小組委員會（建築小組除外）和會所經理

理事會授權除建築小組以外的小組委員會及會所經理批核其轄下業務的採購，上限為港幣 7,000 元，前提是必須按照「購買商品和服務的一般指引」獲取報價。如果購買價值超過港幣 7,000 元，則應經理事會批准。

### 1.2 建築小組

至於建築小組方面，如果項目/採購支出少於港幣 20,000 元，則建築小組可以決定承辦商/服務供應商，前提是要根據採購指引獲得報價。如果支出超過港幣 20,000 元，則建築小組應在進行採購之前獲得理事會的批准。如估計的投標價超過港幣 100,000 元，則應採用本會的一般招標程序。

## 2. PROCUREMENT PROCESS

### 2.1 Petty Cash Purchase

- 2.1.1 The purchase amount of petty cash purchases for products or services must be below HK\$1,000.
- 2.1.2 A staff member who conducts petty cash purchase must provide reasons to the approving person (Sub-committee Convenor/Chairman or the Club Manager, as the case may be). After obtaining the approval, he/she may purchase the required service/goods from a supplier. Photos of purchased items must be presented to the Club Manager, together with the original receipt, and a completed Petty Cash Claim Form (Appendix 1) for verification and reimbursement.
- 2.1.3 Upon approval by the Club Manager, the whole set of documents should be submitted to the Accountant for reimbursement. The staff members who conducted the petty cash purchase should sign on the Petty Cash Claim Form to confirm receipt of the reimbursement from the Club.

### 2.2 Procurement (other than Petty Cash Purchase)

#### 2.2.1 Purchase Applications

- a. For any purchase at or above an estimate price of HK\$1,000, a Purchase Requisition Form (Appendix 2) should be submitted to the Sub-committee Convenor/Chairman concerned or the Club Manager by the responsible Assistant Club Manager / F&B Manager for approval. The Purchase Requisition Form should be checked by approving person before approval, to ensure the purchase is necessary and funds are available.
- b. After approval, the responsible Assistant Club Manager / F&B Manager should send the signed Purchase Requisition Form to the procurement staff who will proceed with the procurement. Specifications shall be stated in the Purchase Requisition Form to enable the procurement staff to understand the requirements. Quality goods and services should be procured by the procurement staff at

competitive and reasonable prices.

- c. Bulk purchase should be adopted wherever possible. Every effort should be made to determine the economic order level.
- d. The use of intermediaries should be avoided unless the quoted prices are very reasonable/competitive.

### 2.2.2 Selection of Suppliers

- a. A list of approved suppliers should be maintained and reviewed by the responsible Sub-committee annually. Names of the suppliers on the List should be removed if they provided unsatisfactory goods or services to the Club or declined to participate in tenders in the past year after respected invitations.
- b. Procurement staff should select reliable suppliers for procurement. He/she should source and identify the suppliers from:
  - i) the Club's approved lists by rotation,
  - ii) recommendations (with justifications) by the Sub-committee concerned; and
  - iii) if (i) or (ii) is not available, recommendation/referrals from other reputable organizations or suppliers who have a good reputation in the market.

### 2.2.3 Number of Quotations

- a. For orders at an estimated cost between \$1,000 and \$3,000, 2 verbal quotations are required. Records should be kept of all verbal quotations received, showing names of suppliers and persons in contact, contact telephone numbers and quoted prices for future verification of the validity or accuracy of the quotations.

- b. Procurement estimated to cost above \$3,000 would require written quotations from suppliers as follows:

<u>Estimated Order Value</u>	<u>No. of Quotations</u>
\$3,001 - \$10,000	At least 2 quotations
Above \$10,000	At least 3 sealed quotations

- c. Written quotations are not required for goods & services supplied by approved sole suppliers. List of approved sole suppliers should be recommended by the Sub-committee and approved by the General Committee. However, unit price should be closely monitored by the procurement staff and reviewed periodically by the Sub-committee concerned and the Club Manager.
- d. After receiving the required quotations, the procurement staff must submit the quotations to the responsible Assistant Club Manager / F&B Manager for review. The Club Manager and the Sub-committee Convenor/Chairman should confirm the acceptance of quotations by signing on the Purchase Order Form (Appendix 3) so as to enable the procurement staff to proceed with the purchase.
- e. The procurement staff, the responsible Assistant Club Manager, F&B Manager, the Club Manager and the Sub-committee Convenor/Chairman concerned, as the case may be, should also sign on the Purchase Requisition Form to declare that there is no conflict of interest.
- f. After receiving the goods, the delivery note and the invoice, the responsible Assistant Club Manager / F&B Manager should authorize payment by putting the Payment Authorization Chop on the original invoice and forward the invoice together with the Purchase Requisition Form and the Purchase Order Form to the Club Manager and/or Sub-committee Convenor/Chairman for payment authorization.

#### 2.2.4 Invitation of Tenders

- a. The Sub-committee responsible for the project shall make the final review and recommend the project to the General Committee for approval.
- b. Before tendering, the responsible Sub-committee/General Committee should determine a set of criteria for evaluation and selection of tenders. If tender price is not the sole consideration, the relative weighting of each criterion and the scoring system should be specified before tendering.
- c. For procurement of goods or services with an estimated cost between HK\$100,000 and HK\$499,999, invitation for tenders should be announced on the Club's notice board and the Club's website so as to provide Members and relevant suppliers/contractors with an opportunity to bid.
- d. For procurement of goods or services with an estimated cost of HK\$500,000 or above, invitation should be announced on the Club's notice board and the Club's website as well as newspaper advertisements for providing interested eligible parties with an equal opportunity to bid.
- e. Members of the Committees, Tender Board, Sub-committees concerned, Club staff and their immediate family members (parents, spouses, children, brothers and sisters) should not participate in bidding to avoid potential conflicts of interest.
- f. Tenderers' list should be compiled by the Club Manager and the Sub-committee concerned after considering:
  - applications from interested and qualified contractors;
  - recommendations from the consultants appointed by the Club, if any;
  - recommendations from members of the Sub-committee concerned;
  - recommendations from other recreation clubs; and

- contractors selected from the Club's approved lists, having regard to their past performance.

(Note: Contractors selected for the tenderers list should be able to meet the criteria laid down by the Club.)

- g. The tender documents which include Letter of Invitation, Tender Specifications, Tenderers' List and Tender Return Form should be put forward to the Tender Board for comments.
- h. After vetting of the documents by the Tender Board, the tender documents should be sent to the companies on the tenderers' list either by e-mail or registered mail. (Specimen of the tender documents include the letter of invitation, specifications of services/goods, and the Tender Return Form are shown at Appendix 4.)
- i. Follow-up telephone calls to the invited tenderers would be made by the purchasing staff two to three days after dispatch of tender documents to the invited tenderers.
- j. All tenders should be sealed and deposited in the Tender Box provided at the Club Office before the deadline as specified in the invitation letter.
- k. In preparing the formal invitation for tenders, the following points must be stated in the tender documents:
  - i) The specifications or requirements for the goods or services to be procured.
  - ii) It is the policy of the Club to maintain confidentiality of the terms and conditions of the contract with a successful bidder for the provision of services or goods to the Club. Price is a material but not the only consideration for assessment. Unsuccessful bidders will not be informed of the reasons why their bids are not successful. (The reasons for not selecting the lowest bidder should be documented internally



to enhance accountability.)

- iii) Any form of bribery or corruption to the General Committee members, the concerned Sub-committee members, the Tender Board members or concerned staff members of the Club is strictly prohibited and the Club reserves the right to terminate the contract. No compensation will be given to the bidder for an early termination of the contract if a bribery or “bid rigging” is detected.
  
- l. The returned tenders must be accompanied by a “Non-Collusive Tendering Certificate” (Appendix 5) which should be signed by the authorized person of the tenderer upon submitting the tender to the Club. The tender will not be considered without such signed certificate.
  
- m. The same information should be provided to all tenderers for their preparation of the tenders.
  
- n. The Tender Box should be opened by the staff members responsible for the tendering at an appropriate time after the deadline.
  
- o. Sealed tenders should be jointly opened by the Convenor/Chairman of the Sub-committee concerned, the Club Manager and the Deputy Club Manager/F&B Manager/responsible Assistant Club Manager.
  
- p. Prices quoted by the tenderers should be recorded on the Tender Results Form (Appendix 6) for record and future audit purposes. The completed form should be jointly signed by the Convenor/Chairman of the Sub-committee concerned, the Club Manager and the Deputy Club Manager/F&B Manager/responsible Assistant Club Manager.
  
- q. The tenders should be put forward to the responsible Sub-committee Chairman or the Club Manager for analysis purpose.
  
- r. Tender is normally awarded to the lowest-priced bidder who should also comply with the requirements of the tender specifications. Price quoted would be the main consideration. Justifications must be

provided by the responsible Sub-committee or the Club Manager if the lowest quotation is not recommended.

- s. The recommendation should be put forward to the Tender Board for endorsement.
- t. Before making recommendations or giving approval, members of the responsible Sub-committees, Tender Board or the General Committee, as the case may be, should declare their interest, if any.

## 2. 採購流程

### 2.1 小額現金採購

- 2.1.1 購買產品或服務的小額現金金額必須少於港幣 1,000 元。
- 2.1.2 進行小額現金採購的員工必須向批准人(相關的小組委員會召集人/主席或會所經理，視情況而定)提供理由。獲得批准後，他/她可以進行採購。所購買物品的照片必須連同收據正本和填妥的小額現金報銷表(附件 1)一起提交會所經理，以進行核實和報銷。
- 2.1.3 於批核後，會所經理會把整套文件交會計部以作報銷。進行小額現金採購的員工應在小額現金報銷表上簽署，以確認收到本會的報銷。

### 2.2 採購(小額現金採購以外)

#### 2.2.1 採購申請

- a. 對於估算價值為港幣 1,000 元或以上的任何採購，應由負責的助理會所經理/餐飲經理將採購申請表(附件 2)提交給相關小組召集人/主席或會所經理。獲批之前，應由批准人檢視採購申請表，以確保有必要進行採購並有可用的資金。
- b. 獲批後，負責的助理會所經理/餐飲經理應將簽妥的採購申請表發送給採購員工。所需規格應在採購申請表中列明，以便採購員工理解其要求。採購員工應以有競爭力及合理的價格採購優質的商品和服務。
- c. 盡可能採用批量購買。應盡一切努力確保採購合乎經濟原則。
- d. 除非報價非常合理/具有競爭力，否則應避免使用中介機構。

#### 2.2.2 選擇供應商

- a. 負責的小組委員會應每年審查供應商名單。如供應商向本會提供的商品或服務未能滿足所需，或者在過去一年中受到邀請而又拒絕參加投標，則應刪除名單上相關供應商的名字。

- b. 採購員工應選擇可靠的供應商進行採購。他/她可從以下渠道取得及辨識供應商：
- i) 本會已批准的名單，
  - ii) 有關小組委員會的建議（有恰當理由）；及
  - iii) 如果沒有（i）和（ii），則可選取在市場上享有良好聲譽的組織或供應商的建議/推薦。

### 2.2.3 報價數量

- a. 對於估計採購價在 1,000 元至 3,000 元之間的訂單，需要兩個口頭報價。收到的所有口頭報價記錄，包括供應商和聯絡人的名字、聯絡電話及報價等，應妥為保留，以備將來驗證報價的有效性或準確性。
- b. 估計採購價超過 3,000 元的採購需要供應商提供以下書面報價：

<u>估計訂單價值</u>	<u>報價數量</u>
3,001 元 - 10,000 元	至少兩個報價
10,000 元以上	至少三個密封的報價

- c. 已獲批的唯一供應商所提供的商品和服務，不需要書面報價。已獲批的唯一供應商名單應由相關的小組委員會推薦，並由理事會批准。但是，單價應由採購員工密切監察，並由有關小組和會所經理定期進行檢視。
- d. 收到所需的報價後，採購員工必須將報價提交給負責的助理會所經理/餐飲經理進行檢視。會所經理和小組召集人/主席應在採購訂單表（附件 3）上簽署，確認接受報價，以便採購員工能夠進行餘下的採購流程。
- e. 採購員工、負責的助理會所經理、餐飲經理、會所經理以及相關的小組召集人/主席，也應在採購申請表上簽署，以聲明不存在利益衝突。
- f. 負責的助理會所經理/餐飲經理在收到商品、送貨單和發票後，應在發票正本上蓋上付款印章以授權付款，並將發票連同採購申請表和採購訂單表一起交給會所經理，及/或小組召集人/主席，

進行付款授權。

#### 2.2.4 招標

- a. 負責項目的小組委員會應進行最終檢視，並將該項目推薦給理事會批准。
- b. 在招標之前，負責的小組委員會/理事會應制定一套評估和選擇標書的準則。如果投標價格並非單一考慮因素，則應在招標前列明每個評核標準的相對權重和評分系統。
- c. 對於估計採購價在港幣 100,000 元至港幣 499,999 元之間的採購，應在本會的公告欄和本會的網站上宣布招標，讓會員和相關供應商/承辦商得悉投標的事宜。
- d. 對於估算合約價在港幣 500,000 元或以上的招標，應在本會的公告欄、本會的網站上以及報章上發布邀請公告，以向感興趣而又合資格的供應商及承辦商提供平等的競標機會。
- e. 理事會、招標委員會、相關小組委員會成員，以及會所職員及其直系親屬（父母、配偶、子女、兄弟姐妹）不可以參加競標，以避免潛在的利益衝突。
- f. 投標者名單應由會所經理和有關小組委員會在考慮以下因素後編制：
  - 感興趣及合資格的承辦商的申請；
  - 本會任命的專業顧問的建議（如有的話）；
  - 有關小組委員會成員的建議；
  - 其他會所的建議；和
  - 考慮到他們過去的表现，從本會獲批的名單中選擇承辦商。

（注：被列入投標者名單的承辦商應能滿足本會所製定的標準。）

- g. 招標文件應包括邀請函、招標規格、投標者名單和回標書，並向招標委員會徵求意見。

- h. 招標委員會對文件進行審查後，會所職員應通過電子郵件或掛號信將招標文件發送給投標名單上的公司。(招標文件的範例請見附件 4，包括邀請函、服務/商品的規格以及回標書。)
- i. 採購員工在招標文件發送給受邀投標者二至三天後，需以電話聯絡受邀投標者以作跟進。
- j. 投標者應在邀請函規定的截標日期之前，將所有投標書密封並投入放在會所辦事處的投標箱內。
- k. 在準備正式招標時，必須在招標文件中說明以下幾點：
  - i) 所採購的商品或服務的規格或要求。
  - ii) 本會的政策是把中標者與本會的合約條款保密。價錢是其中之一，但不是唯一的考慮。不成功的投標者將不會被告知其投標失敗的原因。(但會所應在內部清楚記錄未選擇最低出價者的原因，以加強問責制。)
  - iii) 本會的理事會成員、有關的小組委員會成員、招標委員會成員及有關的會所職員嚴禁進行任何形式的行賄或受賄，本會保留終止相關合約的權利。如發現出現賄賂或「投標操縱」等行為，則不會因提前終止合約而給予投標者任何補償。
- l. 回標必須附有「不合謀投標確認書」(附件 5)，該確認書應由投標者的授權人仕在向本會提交回標書前簽署。沒有簽妥確認書的標書將不予考慮。
- m. 應向所有投標者提供 相同 的資料以讓投標者公平地投標。
- n. 投標箱應由負責招標的職員在截止回標日期及時間後的適當時間打開。
- o. 密封的標書應由有關小組召集人/主席，聯同會所經理或副會所經理/餐飲經理/負責的助理會所經理共同開標。

- p. 投標者所報的價格應記錄在回標書（附件 6）中，以作記錄和將來查核之用。填妥的表格應由有關小組召集人/主席、會所經理和副會所經理/餐飲經理/負責的助理會所經理共同簽署。
- q. 標書應提交負責的小組主席或會所經理進行分析。
- r. 招標通常授予價格最低的投標者，投標者也應遵守招標規格的要求。價錢將是主要考慮因素。如不推薦給最低的報價，則必須由負責的小組或會所經理提供合適的理由。
- s. 有關建議應提交招標委員會認可。
- t. 在提出建議或予以批准前，負責的小組委員會、招標委員會或理事會成員（視情況而定），應申報其利益（如有的話）。

### 3. ANALYSIS OF QUOTATIONS & TENDERS

#### 3.1 Analysis of quotations (for the purchase below HK\$20,000)

Procurement staff and the responsible Assistant Club Manager / F&B Manager are responsible for analyzing the quotations to ensure:

- a. contents of the quotations/tenders meet the requirements of tender specifications,
- b. the quotation with the lowest price and in compliance with the requirements of specifications should be normally selected,
- c. if adoption of the lowest price quotation is not recommended, justifications must be stated; and
- d. all quotations/tenders received must be attached with the Purchase Requisition Form for approval.

#### 3.2 Analysis of tenders (for the purchase at or above HK\$20,000)

Relevant Sub-committee and the Club Manager/Deputy Club Manager/F&B Manager are responsible for analysis of the tenders.

- a. Check whether the contents of the tender are in line with the tender specifications, and select the best tender.
- b. Deputy Club Manager/F&B Manager/the Club Manager and the responsible Sub-committee should evaluate the tenders according to the assessment criteria.
- c. Tenderers could be invited to attend a Tender Interview to answer questions from the Sub-committee members on the details of their tenders, if necessary.
- d. The lowest tender or the highest-scored bid that complied with the specifications/requirements should be recommended for acceptance otherwise sufficient justifications should be provided to the Tender Board



and General Committee for consideration and approval.

- e. The Sub-committee's recommendation on the acceptance of tender should be put forward to the Tender Board for review and endorsement, before submission to the General Committee for approval.

### 3. 報價和標書分析

#### 3.1 報價分析（少於港幣 20,000 元的採購）

採購員工和負責的助理會所經理/餐飲經理負責分析報價，以確保：

- a. 報價/標書內容符合招標規格要求，
- b. 通常應選擇價格最低且符合規格要求的報價，
- c. 如果不建議採用價格最低的報價，則必須說明理由；及
- d. 所有收到的報價/標書都必須隨附採購申請表以供批准。

#### 3.2 標書分析（港幣 20,000 元或以上的採購）

相關小組委員會和會所經理/副會所經理/餐飲經理負責標書的分析工作。

- a. 檢查標書內容是否符合標書規格，以及選擇最佳標書。
- b. 副會所經理/餐飲經理/會所經理和負責的小組委員會應根據評估標準評估標書。
- c. 如有必要，可邀請投標者參加投標面試，回答小組委員會成員有關投標細節的問題。
- d. 應推薦符合規格及要求的最低標書或獲得最高分數的標書，否則應向招標委員會和理事會提供充分的理由進行考慮和批准。
- e. 小組委員會應把接受標書的建議提交招標委員會檢視和認可，然後再提交理事會批准。

#### 4. INSUFFICIENT NUMBER OF QUOTATIONS / TENDERS

Responsible procurement staff should invite quotations/tenders according to the Purchase Guidelines and the specifications for the goods/services. If the number of suppliers identified is less than the number specified in paragraph 2.2.3, justifications must be provided.

#### 4. 報價/標書數量不足

負責的採購員工應根據採購指引及商品/服務的規格邀請報價/投標。如果已選的供應商數量少於 2.2.3 節中指定的數量，則必須提供理由。

## 5. GUIDELINES ON CORRUPTION PREVENTION

- 5.1 Procurement staff, members of the Sub-committee concerned and the Tender Board must declare actual or potential conflict of interest, before consideration of any tender proposals.
- 5.2 Procurement staff, members of the Sub-committee concerned, the Tender Board and the General Committee should avoid social activities or accept entertainment offered by the tenderers.
- 5.3 Procurement staff and all persons involved in the procurement must ensure that all records, receipts, and other documents submitted to the Club are able to give a true representation of the purchased goods/services. Intentional use of documents containing false information to deceive or mislead the Club by the procurement staff or any persons involved in the procurement, regardless of whether there is any gain or advantage involved, may constitute an offence under the Prevention of Bribery Ordinance.
- 5.4 Procurement staff or any persons involved in procurement are required to comply with the contents of the Code of Conduct (Appendix 7) whether they are performing their duties of the Club inside or outside Hong Kong. Club Manager, the Deputy Manager and the Assistant Club Managers should also ensure that the staff under their supervision understand well and comply with the standards and requirements set out in the Code of Conduct.
- 5.5 If any members of staff involved in the procurement are found breaching the “Guidelines” or the “Code of Conduct” may be subject to disciplinary action, including termination of appointment. In cases of suspected corruption or other criminal offences, a report should be made to the Independent Commission Against Corruption or the appropriate authority.
- 5.6 Reports of possible breaches of these Guidelines should be made to the Club Manager or the Honorary Secretary.

## 5. 預防貪污指引

- 5.1 採購員工、有關的小組委員會、招標委員會和理事會成員必須在考慮所有投標建議之前聲明實際或潛在的利益衝突。
- 5.2 採購員工、有關小組委員會的成員、招標委員會和理事會應避免出席由投標者提供的社交活動或娛樂活動。
- 5.3 採購員工和所有參與採購的人士必須確保提交給本會的所有記錄、收據和其他文件能夠真實地代表所購買的商品/服務。根據《防止賄賂條例》，採購員工或參與採購的任何人士故意使用包含虛假資料的文件來欺騙或誤導本會，無論有否涉及任何收益或利益，均可能構成犯罪。
- 5.4 採購員工或任何參與採購的人士無論在香港境內或境外執行本會的職責，都必須遵守《行為守則》（附件 7）的內容。會所經理及所有部門主管亦應確保在其監督下的員工充分理解並遵守《行為守則》中規定的標準和要求。
- 5.5 如果發現參與採購的任何員工違反本指引或《行為守則》，則可能會受到紀律處分，包括終止聘用。如果涉嫌貪污或其他刑事罪行，應向廉政公署或有關當局報告。
- 5.6 應向會所經理或理事會的義務秘書報告可能違反本指引的情況。

6. REVIEW OF THE GUIDELINES

These Guidelines should be reviewed annually by the Tender Board, the Finance & Treasury Sub-committee and the Club Manager and to be approved by the General Committee if any amendments need to be made.

## 6. 指引檢視

本指引應由招標委員會、財務小組和會所經理每年進行檢視，如有任何修改，須經理事會批准。





V NO.:	
DATE:	

## CRAIENGOWER CRICKET CLUB Appendix 1(a)

### Petty Cash Voucher

ACCOUNT CODE	PARTICULARS	FOLIO	AMOUNT
TOTAL : .....			

Authorized by	Approved by	Paid by	Received by	Checked by
(Section Head)	(Club Manager)	Asst. Accountant / Accountant	(Claimant)	(Sr. Accountant)
Date :	Date :	Date :	Date :	Date :



V NO.:	
DATE:	

# CRAIGENGOWER CRICKET CLUB

## Appendix 1(b)

### Petty Cash Voucher (F&B)

ACCOUNT CODE	PARTICULARS (Description of Goods & Reasons for Purchase)	FOLIO	AMOUNT
TOTAL :			

Authorized by	Approved by	Paid by	Received by	Checked by
(Section Head)	(Club Manager)	Asst. Accountant / Accountant	(Claimant)	(Sr. Accountant)
Date :	Date :	Date :	Date :	Date :



**採購申請表**  
**PURCHASE REQUISITION**

To 致： \_\_\_\_\_

申請表編號 P.R. No. : \_\_\_\_\_

請依照會所採購指引及安排供應以下項目

Please arrange the following item(s) to be supplied in accordance with the Club's Purchase Guidelines and the instructions below :

所需數量 Quantity Required	內容 Details	估計價值 Estimated Cost (HK\$)
申請原因 Reason for the Requisition :		送貨日期 Date of Delivery Required :
推薦供應商, 如有 Recommended Supplier(s), if any :		原因 Reasons :
聯絡人及內線電話號碼 Contact Person & Extension No. :		
授權人士簽署 Authorized Signature :		日期 Date :

**報價單記錄 RECORD OF QUOTATIONS**

取得口頭 / 書面報價 Verbal / Written quotations obtained from :

供應商名稱 Name of Supplier	聯絡人姓名及電話 Contact Person & Telephone no.	報價單價值 Quotation Value	日期 Date
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

選用供應商 Supplier Selected : \_\_\_\_\_ 選用原因 Reason for selection : \_\_\_\_\_

負責職員簽署 Signature of Responsible Staff :

**小組召集人/主席及會所職員聲明書 DECLARATION BY CONVENOR/ CHAIRMAN & CLUB STAFF**

The undersigned declares that there is no conflict of interest in carrying out the duties in relation to the procurement of the goods and services in question.

以下人士在此聲明在履行有關商品和服務的採購職責方面沒有利益衝突。

Responsible Asst. Club Manager / Sr Accountant / F&B Manager / Deputy Club Manager	F&B Purchaser / Asst. Club Manager (Purchasing)	Club Manager	Convenor / Chairman
--	---	--------------	---------------------



採購訂單  
**PURCHASE ORDER**

	Date 日期 :
	P.O. No. 採購單編號 :
	Fax No. 傳真號碼 :
	Tel. No. 電話號碼 :

請依照如下敘述供應以下項目

**Please supply in accordance with the following specifications :**

項目 Item	數量 Quantity	內容 Description	單價(港幣) Unit Price (HK\$)	總值(港幣) Total Amount (HK\$)

地址 Shipping Instructions	香港跑馬地黃泥涌道188號紀利華木球會 Craigengower Cricket Club 188 Wong Nai Chung Road Happy Valley, Hong Kong	送貨日期 Delivery Date :
聯絡人 Contact Person	電話號碼 Tel no. : 2577 8331	傳真號碼 Fax no. : 2890 5501
付款方式 Payment Term	[ ] 貨到付款 [ ] 付款期限 天 C.O.D. Credit of ___ days	

授權人士簽署 Authorized Signature	_____ (Club Manager)	_____ (Convenor)
--------------------------------	-------------------------	---------------------

備註 請簽署並傳真至本會(傳真號碼: 2890 5501)確認收到此訂單  
Note : Please sign and fax acknowledgement of this order to 2890 5501. \_\_\_\_\_



紀利華木球會  
CRAIGENGOWER CRICKET CLUB

ddmmyyyy

Name of the company  
Address of the company  
(Attn: Mr xxxx)

Dear Mr xxxx,

**Invitation of Tender for**  
**XXXXXXXXXXXXXXXXXXXX**

We are writing to invite your company to submit a tender for xxxxxxxxxxxxxxxx:

In the tender, you are required to:

1. The Price

quote the price for the (name/nature of the work/service) at the above-mentioned locations (Please refer to the attached floor plan). The price quoted should include:

- a. supply and delivery of materials, labours, and equipment to the Site for the repainting and water trays installation works.
- b. protection of the surface of the site before & during the entire work period.
- c. remove the existing paint, make good the damaged areas and repaint all the surface except the floor in accordance with the attached scope of works.
- d. contractor-all-risk insurance policy including Employee Compensation should be arranged for this project by your company. Club's name should be included in the policy.

.../P.2

- e. preliminaries and supervision of the repainting, repair and installation works;
- f. attending meetings with the Club's representatives as required;
- g. overall cleaning of the Site after completion of repainting, repair and installation works;
- h. temporary storage of the materials and equipment, if required.  
(Please note the Club will not be responsible for any loss or damage of the equipment, materials and tools temporarily stored in the Club.)

2. The Site Areas

(Names of the facilities and location)

3. Transportation of Materials

In delivering the materials & equipment to the Site and removing the rubbish / debris from the Club, the work should only be carried out during the prescribed hours and at the specified routes as decided by the Club.

4. Job Reference

Provide your job reference of similar projects to the Club.

5. Work Schedule and Liquidated Damages (LD)

Provide information on the number of working days required and the schedule of the works to the Club. (Please note that a LD of HK\$5,000 per day will be charged by the Club for any delay in completion of the works by the Contractor.)

6. Payment Schedule

Indicate your acceptance to the Club's payment schedule as follows:

- 20% - Upon signing of the contract
- 25% - Upon commencement of the work
- 50% - Upon satisfactory completion of the work
- 5% - Upon satisfactory completion of the DLP

## 7. Defects Liability Period

Provide a defects liability period of six (6) months.

Please note that it is the policy of the Club to maintain confidentiality of the terms and conditions of the contract with a successful bidder for provision of services or goods to the Club. Please also note that price is a material but not the only consideration when deciding the award of contract by the Club. Unsuccessful bidders will not be informed why their bids are not successful.

Your tender should be sealed and returned to the Tender Board of the Craigenower Cricket Club on or before **ddmmyyy** at 12:00 noon. Should further information be provided or site visit be arranged, please do not hesitate to contact our Asst Club Manager, Mr/Ms xxxx, at 2577 8331.

Yours sincerely,

(Name)

(Position)

Encl



**紀利華木球會**  
**CRAIGENGOWER CRICKET CLUB**

**Scope of Works**

**Nature of Works:** Repainting work & installation of water trays

**Location :** Covered Tennis Courts no. 7 & 8, 1/F and 2/F of Sports Building, Craigengower Cricket Club

Item	Descriptions	Qty.	Unit Rate	Amount HK\$
1.	Provide “contractor all risk” insurance cover including Employees’ Compensation Insurance policy for the works.			
2.	Provide temporary protection for the floor of the Covered Tennis Courts area.			
3.	Provide high-level working platform including scaffolding for the works.			
4.	Take down all canvas hanging on the wire mesh fences at the Covered Tennis Courts area.			
5.	Supply labour and material to: a) hack off loosened plastering on all walls as marked on the attached photo (Attachment A); and b) paint 2 layers of external use “SKK” water base paint. Colour should match with existing paint, and be approved by the Club.			



Item	Description	Qty.	Unit Rate	Amount HK\$
6.	<p>Supply labour and material to:</p> <p>a) hack off loosened plastering on the ceiling as marked on the attached photo (Attachment B); and</p> <p>b) paint 2 layers of external use “SKK” water base paint. Colour should match with existing paint, and be approved by the Club.</p>			
7.	<p>Supply labour and material to:</p> <p>a) hack off loosened plastering of all pillars as marked on the attached photo (Attachment C); and</p> <p>b) paint 2 layers of external use “SKK” water base paint. Colour should match with existing paint, and be approved by the Club.</p>			
8.	<p>Supply labour and material to:</p> <p>a) remove the loosened paint on the high level steel lighting racks as marked on the attached photo (Attachment D); and</p> <p>b) paint the racks with 2 layers of Synthetic/Enamel paint. Colour should match with existing paint, and be approved by the Club.</p>			
9.	<p>Supply labour and material to:</p> <p>a) remove the loosened paint on the wall-mounted exhaust air duct and steel support frames; and</p> <p>b) paint 2 layers of “Camel” enamel. Colour should match with existing paint, and be approved by the Club.</p>			
10.	<p>Supply labour and material to:</p> <p>a) remove the loosened paint on all wire mesh doors, wire mesh window guards, staircase hand-rail, and soffit of batter I-beam girder support as marked on the attached photo (Attachment E); and</p> <p>b) paint 2 layers of Synthetic/Enamel paint. Colour should match with existing paint, and be approved by the Club.</p>			

Item	Description	Qty.	Unit Rate	Amount HK\$
11.	<p>Supply labour and material to:</p> <p>a) paint all E &amp; M services installations as marked on the attached photos (Attachment F). The installations include electrical conduits, drain pipes, water pipes, and F.S. pipes with 2 layers of Synthetic/Enamel paint. Colour should match with existing paint, and be approved by the Club.</p>			
12.	<p>Supply and installation of 4 sets of suspended ceiling mounted stainless steel water tray [700mm(L) x 900mm(W) x 40mm(H)] at the leaking locations on the ceiling. UPVC drain pipes should be provided for diverting the water to the nearest drainage points. The locations of the leaking areas and the drainage points are marked on the attached photos (Attachment G).</p>			
13.	Site clearance			
14.	Other costs, if any. (Please state clearly nature of the expenses)			

Tender Board  
Craigengower Cricket Club  
No. 188 Wong Nai Chung Road,  
Happy Valley  
Hong Kong

**Tender Return Form for Pest Control Services**

1.	Name of Company :	English :
		Chinese :
2.	Business Registration No.	
3.	Registered Company Address :	
4.	Date of formation of Company :	
5.	Authorized Person :	Name :
		Position :
		Telephone :
		Email :
6.	Contract Period :	
7.	Monthly charges including material, manpower, equipment, insurance and administrative costs	Total : _____ per month all inclusive
8.	Termite control treatment	HK\$ _____ per treatment.

9.	Related job reference in the last 3 years (please use additional sheets if required)	1.
		2.
		3.
		4.
		5.
		6.
		7.
		8.
		9.
		10.
10.	Termination of services contract :	The services contract could be terminated by either party by giving _____ month(s) notice.
11.	Other Information, if any :	

Name of Company : \_\_\_\_\_

Name, Title & Signature of Authorized Person : \_\_\_\_\_

Company Chop : \_\_\_\_\_ Date of Submission : \_\_\_\_\_

## **Non-Collusive Tendering Certificate**

To: Craigengower Cricket Club (the “Club”)

Dear Sirs,

Non-Collusive Tendering Certificate for [Contract No. ( )] (the “Contract”)

1. We, (name(s) of the tenderer(s)) of (address(es) of the tenderer(s)) refer to the tender for the Contract (the “Tender”) and our bid in relation to the Tender.

### **Non-collusion**

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

and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
  - (a) the (procuring organization);
  - (b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to the (procuring organization);
  - (c) consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
  - (d) professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;

- (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
- (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

**Disclosure of Subcontracting**

- 4. We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the (procuring organization), including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the (procuring organization).

**Consequences of Breach or Non-Compliance**

- 5. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the (procuring organization) may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that we are awarded the Contract) terminate the Contract.
- 6. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that the (procuring organization) may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on our bid and our personal information.

Signed for and on behalf of the (tenderer)\*

Signature:

Name:

Position:

Date:

\*Remarks: Additional signature blocks will need to be used where the tenderer is comprised of multiple parties.



**Tender Results for**

**Project:** \_\_\_\_\_

**Tender-closing date & time:** \_\_\_\_\_ **Tender-opening date & time:** \_\_\_\_\_

	<b>Names of Tenderers</b>	<b>Tender Sum</b>	<b>Position</b>	<b>Remarks</b>
<b>1</b>		\$		
<b>2</b>		\$		
<b>3</b>		\$		
<b>4</b>		\$		
<b>5</b>		\$		
<b>6</b>		\$		

\_\_\_\_\_  
( Name )                      ( Position )                      ( Signature )                      ( Name )                      ( Position )                      ( Signature )

\_\_\_\_\_  
( Name )                      ( Position )                      ( Signature )                      ( Name )                      ( Position )                      ( Signature )

\_\_\_\_\_  
( Name )                      ( Position )                      ( Signature )                      ( Name )                      ( Position )                      ( Signature )



紀利華木球會  
CRAIGENGOWER CRICKET CLUB

**Code of Conduct for Officials and Staff**  
**of the Craigengower Cricket Club**

**Introduction**

1. Craigengower Cricket Club is fully committed to the principle of honesty, integrity and fair play in all its businesses and activities. All officials (Officers, General Committee members, Convenors and Chairmen of Sub-committees and members of Sub-committees), and staff should ensure that the businesses of the Club such as procurement of sports, social, recreation, catering, and office equipment, hiring of staff, selection of contractors / suppliers, and allocation of resources are dealt with in an open, fair and impartial manner. They should bear in mind the Club is accountable to its Members in the conduct of its business and activities.
2. This Code of Conduct sets out the basic standard of conduct expected of all our officials and staff and the Club's policy on such matters as acceptance of advantages and declaration of conflict of interest. This Code also applies to temporary or part-time staff employed by the Club.

**Prevention of Bribery**

3. The Club prohibits all forms of bribery and corruption. All officials and staff are prohibited from soliciting, accepting or offering any bribe in conducting the Club's business or affairs, whether in Hong Kong or elsewhere. In conducting all business or affairs of the Club, they must comply with the Prevention of Bribery Ordinance (POBO) of Hong Kong and must not:



- (a) solicit or accept any advantage from others as a reward for or inducement to doing any act or showing favour in relation to the Club's business or affairs, or offer any advantage to an agent of another as a reward for or inducement to doing any act or showing favour in relation to his principal's business or affairs;
- (b) offer any advantage to any public servant (incl. Government / public body employee) as a reward for or inducement to his performing any act in his official capacity or his showing any favour or providing any assistance in business dealing with the Government / a public body; or
- (c) offer any advantage to any staff of a Government department or public body while they are having business dealing with the latter.

#### **Acquisition of Goods and Services**

- 4. A set of *Procurement* Guidelines, Purchase Requisition Form and Purchase Order Forms are available for the compliance and the use of the officials and the staff.
- 5. The officials and staff should follow the procedures as stipulated in the Guidelines in the procurement process in order to avoid putting themselves in a position that may give rise to criticism of favouritism, abuse of authority or even allegations of corruption.

**Acceptance of Advantage**

6. An official or employee who solicits or accepts an advantage in relation to **the Club's** business or affairs without the Club's permission is a breach of **Section 9(1) of the POBO** as well as the Club rules.
  
7. It is the policy of the Club to prohibit all officials and staff from soliciting or accepting any advantage from any persons having business dealings with the Club (e.g. suppliers, contractors and members). Officials and staff who wish to accept any advantage from such persons should seek permission from the General Committee prior to the acceptance.
  
8. Any gifts offered voluntarily to the officials or staff in their official capacity should **not** be accepted without permission. Officials and staff should decline the offer if the acceptance could affect their objectivity in conducting the Club's business, or induce them to act against the interest of the Club, or lead to perception or complaints of bias or impropriety.
  
9. For advertising or promotional gifts or souvenirs which are presented to officials or staff in their official capacity and of nominal value (below HK\$300), the refusal of which could be seen as unsociable or impolite (e.g. a plaque, a diary or a calendar given to an official or a staff member), the Club has given a permission for the officials and staff to accept these gifts. In other circumstances, the officials and staff should apply in writing by using Form A to the General Committee for permission to accept the gifts or souvenirs. Each application should be carefully considered by the General Committee. Proper records of these applications should be kept showing the name of the applicant, the occasion of the offer, the nature and estimated value of the gift, and whether permission had been granted for the applicant to retain the gift or dispose of the gift.

### **Offer of Advantage**

10. Officials and staffs are prohibited from offering advantages to any director, staff member or agent of another company or organization, for the purpose of influencing such person in any dealing, or any public official, whether directly or indirectly through a third party, when conducting the Company's business. Even when an offer of advantage carries no intention of improper influence, it should be ascertained that the intended recipient is permitted by his employer / principal to accept it under the relevant circumstance before the advantage is offered.

### **Conflict of Interest**

11. A conflict of interest situation arises when the "private interests" of the official and staff compete or conflict with the interests of the Club. "Private interests" means both the financial and personal interests of the official and staff or those of their connections including :
  - family and other relations,
  - personal friends,
  - other companies or business interests which they hold or own (both in part or in whole),
  - other clubs and societies to which they belong ; and
  - any person to whom they owe a favour or are obligated in any way.
12. Officials should refrain from casting the votes and participating in the discussion of the Committee / Sub-committee as regards to the matters of the Club for which there is an actual or perceived conflict of interest.

13. Officials and staff should avoid using their official position or any information made available to them in the course of their duties for the Club to benefit themselves, their relatives or any other persons with whom they have personal or social ties, or business connections. They should avoid putting themselves in a position that may lead to an actual or perceived conflict of interest with the Club. Failure to avoid or declare any conflict of interest may give rise to criticism of favouritism, abuse of authority or even allegations of corruption, which are to the corporate disgrace of the Club. In particular, officials and staff involved in the procurement process should declare conflict of interest if they are closely related to, or have or will likely be perceived to have, beneficial interest in any company which is submitting quotation / tender to the Club or is being considered for selection as the Club's supplier of goods or services.
  
14. When called upon to deal with matters of the Club for which there is an actual or perceived conflict of interest, the officials and staff should make a declaration in writing to his supervisor or the General Committee. He should then abstain from dealing with the matter in question, and follow the instruction of this supervisor or the General Committee who may (or may not) reassign the task to other officials or staff. An official or a staff member who wish to make a declaration to the Club may use Form B.

### **Entertainment**

15. Although entertainment is an acceptable form of business and social behaviour and is not an "advantage", officials and staff must not accept lavish or frequent entertainment from persons with whom the Club has official dealings (e.g. suppliers or contractors, clubs/persons) to which the Club may allocate resources or job assignments, so that they will not be placed in a position of obligation to the offerer.

### **Misuse of Official Position**

16. Officials and staff who misuse their official position for personal gains or to favour their relatives or friends or to benefit their business connections are liable to disciplinary action by the Club or even prosecution by the appropriate authorities. Examples of misuse include an official or a staff member responsible for the selection of suppliers giving undue favour or leaking tender information to his own or his relatives' company with a view to awarding the contract to the latter, or placing it in an advantageous position ahead of other competitive bidders.

### **Records, Accounts and other Documents**

17. Officials and staff should ensure that all records, receipts, accounts or other documents they submit to the Club give a true representation of the facts, events or business transactions as shown in the documents. Intentional use of documents containing false information to deceive or mislead the Company, regardless of whether there is any gain or advantage involved, may constitute an offence under the POBO.

### **Handling of Classified or Proprietary Information**

18. Officials and staff are not allowed to disclose any classified or proprietary information of the Club to anybody without prior authorisation by the General Committee. Officials and staff who have access to or are in control of such information including information in the company's computer system should at all times provide adequate safeguards to prevent its abuse or misuse. Special care should also be taken in the use of any personal data, including officials', staff's and Members' personal data, to ensure compliance with Hong Kong's Personal Data (Privacy) Ordinance.

### **Gambling**

19. Staff must not engage in frequent or excessive gambling with persons who have business dealings with the Club as well as among colleagues, particularly with subordinates. If on social occasions where refusal of gambling (provided that the activity is legal) is considered unsociable, the amount of money involved should not be significant. Gambling in the Club's premises is strictly forbidden.

### **Loans**

20. Officials and staff should not accept any loan from, or through the assistance of, any individual or organization having business dealings with the Club. There is however no restriction on borrowing from licensed banks or financial institutions.

### **Outside Employment**

21. Staff who wish to take up paid outside work in or provide other service for other private clubs must seek the written approval of the Club before accepting the appointment. Applications for outside work should be made to the Club Manager / Honorary Secretary for consideration. Approval will not be given if the outside work is in conflict with the interest of the Club.

### **Compliance with the Code**

22. It is the personal responsibility of every official and staff to understand and comply with the Code of Conduct, in particular by conscientiously avoiding any conflict of interest, and making declaration and seeking prior permission from the General Committee in accordance with this Code in any case of exception.

23. Any official and staff who violates any provision of the Code will be subject to disciplinary action, or termination of appointment / employment where warranted. In cases of suspected corruption or other criminal offences, a report will be made to the ICAC or the appropriate authorities.

First edition: 6/1/2016

Revised edition: 2/12/2020

Z:\other\Purchase Guidelines\Appendix 7\_Code of Conduct for Officials and Staff of the CCC.docx



## REPORT ON GIFTS/ADVANTAGES RECEIVED

### Part A – To be completed by Receiving Officials / Staff

To : \_\_\_\_\_  
(Approving Authority)

Description of Offeror :

Name & Title :

Company :

Relationship (Business / Personal) :

Occasion on which the Gift/Advantage was / is to be received :

Description & (assessed) value of the Gift/Advantage:

#### Suggested Method of Disposal :

- ( ) Retain by the Receiving Officials / Staff
- ( ) Retain for Display / as a Souvenir in the Office
- ( ) Share among the Office
- ( ) Reserve as Lucky Draw Prize at Staff Function
- ( ) Donate to a Charitable Organization
- ( ) Return to Offeror
- ( ) Others (please specify) : \_\_\_\_\_

#### Remarks

\_\_\_\_\_  
(Name, Title and Signature of Receiving Official / Staff)

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

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

To : \_\_\_\_\_  
(Name of Receiving Officials / Staff)

The recommended method of disposal is *\*approved / not approved\**. \*The gift/advantage concerned should be disposed of by way of: \_\_\_\_\_

\_\_\_\_\_  
(Name, Title and Signature of Approving Authority)

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

*\*Delete as appropriate*





## DECLARATION OF CONFLICT OF INTEREST

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

To : \_\_\_\_\_  
(Approving Authority)

I would like to report the following actual/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 our Club (e.g. supplier)</b>
<b>Brief description of my duties which involved the persons/companies (e.g. handling of tender exercise)</b>

\_\_\_\_\_  
(Name, Title and Signature of Declaring Official / Staff)

\_\_\_\_\_  
(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, and you must uphold the Company's interest without being influenced by your private interest.
- Others (please specify) : \_\_\_\_\_

\_\_\_\_\_  
(Name, Title and Signature of Approving Authority)

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

*\*Delete as appropriate*



## 紀利華木球會 CRAIGENGOWER CRICKET CLUB

### 紀利華木球會委員會成員和職員行為守則

#### 引言

1. 紀利華木球會在所有業務和活動中均完全恪守誠實，正直和公平競爭的原則。所有委員會成員（常務理事、理事會成員、小組委員會召集人和主席及小組委員會成員）和職員應確保本會的各项業務，例如體育、社交、娛樂、餐飲和辦公設備的採購、員工招聘、承辦商/供應商的選擇，以及資源的分配以公開、公平和公正的方式處理。他們需緊記，本會在開展業務和活動時應對會員負責。
2. 本行為守則列明我們所有委員會成員和職員必須恪守的基本操守準則，以及在處理本會事務時應遵守的有關接受利益及申報利益衝突的政策。本守則也適用於本會僱用的臨時或兼職員工。

#### 預防賄賂

3. 本會禁止一切形式的賄賂和貪污。禁止所有委員會成員和職員在香港或其他地方索取、接受或提供任何賄賂。在執行本會的所有業務或事務時，他們必須遵守香港的《防止賄賂條例》，並且不得：
  - (a) 索取或收受他人任何利益，作為作出任何與本會的事務有關的行為或優待的誘因或報酬；或向他人的中介人提供任何利益，作為作出任何與其業務或事務有關的行為或優待的誘因或報酬；

- (b) 向任何公務員（包括政府/公共機構僱員）提供任何利益，作為任何以其公職身份作出的行為或優待，或與政府/公共機構進行業務往來時提供任何協助的誘因或報酬；或
- (c) 當與政府部門或公共機構有業務往來時，向其職員提供任何利益。

### **採購商品和服務**

- 4. 本會已提供一套採購指引、採購申請表和採購訂單表，供委員會成員及職員遵守和使用。
- 5. 委員會成員及職員在採購過程中應遵循本守則規定的程序，以免令自己被指偏私、濫權、甚至貪污。

### **接受利益**

- 6. 若任何委員會成員及職員未經本會許可，索取或收受任何與**本會**業務或事務有關的利益，即屬違反《防止賄賂條例》**第 9 條(1)**以及本會會規。
- 7. 本會政策禁止所有委員會成員及職員，向與本會有業務往來的任何人（例如供應商、承辦商和會員）索取或收受任何利益。委員會成員及職員若希望從該類人士收取任何利益，須在收取前徵得理事會的許可。
- 8. 未經許可，**不得**接受任何因委員會成員或職員的身份而自願贈予的禮物。如接受禮物會影響委員會成員及職員處理本會業務的客觀性，或導致他們作出有損本會利益的行為，或他們接受禮物會被視為處事不當，他們便應予以拒絕。

9. 對於以委員會成員或職員的身份贈送，只具象徵價值（低於港幣 300 元）的宣傳或推廣禮品或紀念品，而拒絕接受會被視為不友善或不禮貌（例如贈予委員會成員或職員的牌匾、記事本或日曆），會所則准許委員會成員和職員接受這些禮物。在其他情況下，委員會成員和職員應使用表格甲向理事會提出書面申請，以取得接受禮物或紀念品的批准。理事會應仔細考慮每份申請。這些申請記錄應妥善保存，申請記錄應包括申請人姓名、事件發生的時間、禮物的性質和估計價值，以及申請人是否已獲准保留或處置禮物。

### **提供利益**

10. 委員會成員和職員在執行本會事務時，均不得直接或間接經第三者向另一家公司或組織的任何董事、職員或中介人提供利益，以影響該人士或公職人員的決定。即使饋贈者在提供利益時沒有意圖作不正當的影響，在相關情況下，預定的接收者亦應在該利益提供之前，確定該利益得到其僱主/本人允許接受的。

### **利益衝突**

11. 當委員會成員和職員的「私人利益」與本會的利益有所競爭或抵觸時，便會出現利益衝突的情況。「私人利益」泛指委員會成員和職員本身及與他相關的人士的財務和個人利益，包括：

- 其家人及親屬，
- 私交友好，
- 他們持有或擁有的其他公司或商業利益（部分或全部），
- 他們所屬的會社及社團；和
- 他們欠下恩惠或人情的任何人士

12. 委員會成員應避免就與本會存在實際或潛在利益衝突的事項進行投票，及參加委員會/小組委員會的討論。
13. 委員會成員和職員應避免在履行會所的職責期間，利用其職務或資訊之便，使他們本身、其親屬或與他們有個人或社會聯繫或業務聯繫的任何人士受益。他們應避免將自己置於可能與本會產生實際或潛在利益衝突的位置。如未能避免或申報任何利益衝突，可能會被指偏私、濫權、甚至貪污，這將令本會蒙羞。特別是參與採購過程的委員會成員和職員，若他們與正向會所提交報價/標書，或正被考慮選為會所商品或服務的供應商的任何公司有密切關係，或者已經或可能被認為具有受益權，則應申報利益衝突。
14. 當被要求處理本會存在實際或潛在利益衝突的事項時，委員會成員和職員應向其主管或理事會作出書面申報。然後，他應避免處理有關問題，並按照主管或理事會的指示，可以（或不得）將工作重新分配給其他委員會成員或職員。委員會成員或職員如希望向本會申報利益，可以使用表格乙。

### 款待

15. 雖然款待是一般業務上可以接受的商業及社交活動，亦並非一項「利益」，但委員會成員和職員不得接受與本會有資源分配或工作分派等官方往來的人士（例如供應商或承辦商、會所/人士）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。

### 濫用公職

16. 若委員會成員和職員濫權謀私，或偏私其親友，或為他們的業務聯繫謀利，將會受到本會的紀律處分，甚至被有關當局起訴。濫權的例子包括負責揀選供應商的委員會成員或職員為了將合同判予其本人或親屬的公司，或將之置於其他具有競爭力的投標者之上的有利位置，而向前述公司作出不適當的偏私或洩露招標資料。

### 記錄、帳目及其他文件

17. 委員會成員和職員應確保所有提交本會的任何記錄、收據、帳目或其他文件，其內容對所載事實、事件或商業交易如實報告。如委員會成員和職員刻意使用載有虛假資料的文件以欺騙或誤導本會，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》。

### 處理機密或專利的資料

18. 未經理事會事先授權，委員會成員和職員不得向任何人透露本會的任何機密資料或專利的資料。有權查看或控制此類資料，包括本會電腦系統中的資料的委員會成員和職員，應一直提供足夠的保護措施，防止資料被濫用或誤用。使用任何個人資料，委員會成員、職員和會員的個人資料時也應格外小心，以確保遵守香港的《個人資料（隱私）條例》。

### 賭博活動

19. 職員不得與本會有業務往來的人士、同事，尤其是與下屬之間，進行頻密或過度的賭博活動。如在社交場合上，拒絕參與賭博會被視為不友善（前提是該活動是合法的），則投入的金額不應太大。嚴禁在會所內進行賭博活動。

### 貸款

20. 委員會成員和職員不應接受任何與本會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

## 外間兼職

21. 職員如希望在其他私人會所從事有償工作或為後者提供其他服務，必須先尋求本會的書面批准，然後才能接受任命。外間兼職的申請應交由會所經理/義務秘書考慮。如果外間兼職工作與本會的利益相抵觸，將不予准許。

## 遵守行為守則

22. 所有委員會成員和職員均有個人責任瞭解及遵守本《行為守則》的內容，尤其應盡力避免任何利益衝突，並根據本《守則》，在任何可豁免的情況下，作出申報並事先尋求理事會的許可。
23. 任何違反本《守則》規定的委員會成員和職員將受到紀律處分，或在必要時終止任用/僱用。如果涉嫌貪污或其他刑事罪行，將向廉政公署或有關當局報告。

初版：6/1/2016  
修訂版：2/12/2020

Z:\other\Purchase Guidelines\Appendix 7 (Chin) \_Code of Conduct for Officials and Staff of the CCC.docx



## 接受禮物/利益申報表

## 甲部 — 由獲贈的委員會成員/職員填寫

致： \_\_\_\_\_  
(批核人員職銜)

饋贈人資料：

姓名及職銜： \_\_\_\_\_

公司： \_\_\_\_\_

關係 (業務/私人)： \_\_\_\_\_

經已/將會獲贈禮物/利益的場合： \_\_\_\_\_

禮物/利益的資料及估值/價值： \_\_\_\_\_

建議處理方法：

備註

由獲贈委員會成員/職員保留

存放在辦公室作陳列或紀念之用

與辦公室其他職員共同分享

在職員活動中作抽獎之用

送贈另一慈善機構

退回饋贈人

其他 (請註明)： \_\_\_\_\_

\_\_\_\_\_  
(獲贈委員會成員/職員的姓名、職銜和簽名)

\_\_\_\_\_  
(日期)

## 乙部 — 由批核人員填寫

致： \_\_\_\_\_  
(獲贈委員會成員/職員姓名)

上述所建議的處理獲贈禮物方法 **\*已獲/不獲批准\***。\*有關禮物/利益應通過以下方式

處置： \_\_\_\_\_

\_\_\_\_\_  
(獲贈委員會成員/職員的姓名、職銜和簽名)

\_\_\_\_\_  
(日期)

\*請將不適用者刪除





表格乙

## 利益衝突申報書

### 甲部 — 申報事項（由申報委員會成員/職員填寫）

致： \_\_\_\_\_  
（批核人員職銜）

本人在執行職務時所遇到的實際/潛在\* 利益衝突情況，現申報如下：

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

\_\_\_\_\_

（獲贈委員會成員/職員的姓名、職銜和簽名）

\_\_\_\_\_

（日期）

### 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。本會決定：

- 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，同時你必須維護公司的利益，而不受你私人利益的影響。
- 其他（請註明）：\_\_\_\_\_

\_\_\_\_\_

（獲贈委員會成員/職員的姓名、職銜和簽名）

\_\_\_\_\_

（日期）

\*請將不適用者刪除