



**The Secretary for Home and Youth Affairs Incorporated**

**The Ping Wo Fund**

**INVITATION TO TENDER**

**for the Provision of a Smart Counselling Platform**

**and the related Services for Gamblers**

**for the Ping Wo Fund**

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## INTERPRETATION

### 1. Interpretation

In the Tender Documents and the Contract (as hereinafter defined), the following expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

“Additional Services”	has the meaning given to it in Clause 3.2 of the Service Specifications and constitute part of the Services;
“Closing Date”	means the latest date and time specified in Clause 5.1 of the Terms of Tender before which Tenders must be submitted, and such date and time as may be extended in accordance with Clause 5.2 of the Terms of Tender;
“Companies Ordinance”	means Cap. 622 of the Laws of Hong Kong and includes the predecessor Ordinance which has the meaning assigned to it in section 2 of the Companies Ordinance (Cap. 622);
“Contract”	means the contract made between the Corporation and the Operator for the supply of the Services on the terms and conditions set out in the Tender Documents, as completed, modified or expanded as necessary or appropriate, and submitted by the Operator to the Corporation as part of its Tender and accepted by the Corporation and in the Tender submitted by the Operator to the Corporation and accepted by the Corporation, a full copy of which will be delivered by the Corporation to the Operator pursuant to Clause 20.2 of the Terms of Tender for identification purpose;
“Contract Period”	means the period specified in Clause 1 of the Conditions of Contract, subject to early termination or extension provided for in the Contract;
“Corporation”	means The Secretary for Home and Youth Affairs Incorporated;
“Corporation Representative”	means the Corporation or any other officer authorised by the Corporation for the purpose of the Contract;
“Government”	means the Government of Hong Kong;

“HYAB”	means the Home and Youth Affairs Bureau of the Government;
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC;
“Intellectual Property Rights”	means patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, design or processes and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, in each case whether registered or unregistered, and including applications for the grant of any such rights;
“Invitation to Tender”	means the invitation to Tender for the Contract issued by the Corporation on and subject to the terms set out in the Tender Documents;
“Mandatory Services”	has the meaning given to it in Clause 3.1 of the Service Specifications and constitute part of the Services;
“Materials”	means all works of authorship and materials in whatever media (including their drafts and uncompleted versions) developed, written, prepared, produced or created by the Operator, its employees, agents or sub-contractors in relation to the Services (whether individually or collectively or jointly with the Corporation) including without limitation reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, diagrams, charts, drawings, tables, formula, specifications, data or information collected, compiled, produced or created by the Operator in relation to the Services;
“NGO(s)”	means non-governmental organisation(s);
“Operator”	means the Service Provider whose Tender has been selected and accepted by the Corporation in accordance with Clause 20.1 of the Terms of Tender;
“PRC”	means the People’s Republic of China;

“Project Objectives”	<p>means the main objectives of provision of a Smart Counselling Platform and the related services, which are to:</p> <ul style="list-style-type: none"><li>(a) offer preliminary advice to users through textual means round-the-clock so as to complement the existing services provided by the four counselling and treatment centres;</li><li>(b) target at participants of online gambling and gamblers who do not wish to receive counselling service at conventional counselling centres and encouraging them to receive further counselling services;</li><li>(c) facilitate the development of best practices and expertise in counselling and treatment services for gamblers with gambling disorder, as well as the requisite network with the concerned parties;</li><li>(d) reach out to the community and schools to provide the public and students with information about gambling disorder and preventive measures; and</li><li>(e) collate appropriate data and statistics for enhancing understanding about the behaviour and risk factors of gambling disorder.</li></ul>
“Public Holiday”	has the meaning given to “public holiday” in the Interpretation and General Clauses Ordinance (Cap. 1);
“Tender Documents”	has the meaning given to it in Clause 1 of the Terms of Tender;
“Services”	means all duties, obligations and services (including but not limited to the Mandatory Services and the Additional Services (if any)) to be performed and provided by the Operator to the Corporation under and in accordance with the Contract, details of which are set out in the Service Specifications, the Conditions of Contract and the completed Contract Schedules;
“Service Fee”	means the amount of “Service Fee” which is payable by the Corporation to the Operator under the Contract as specified in Clause 7(a) of the Conditions of Contract for the full and proper

performance by the Operator of its obligations under the Contract;

“Service Provider”	means the statutory body, corporation or trust submitting a Tender and making proposals to provide and execute the Services in response to the Invitation to Tender, and whose particulars are set out in the Offer to be Bound;
“Service Team”	means the persons engaged or employed by the Operator to provide the Services;
“Smart Counselling Platform”	means a digital platform that utilises Artificial Intelligence (AI) technology, such as machine learning (ML) and Natural Language Processing (NLP), to offer preliminary support and assistance to individuals with gambling-related problems round-the-clock;
“Tax-Exempt Organisation”	means a charitable institution or trust of a public character, which is exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112);
“Validity Period”	means the period described in Clause 7.1 of the Terms of Tender;
“Working Day”	means Monday to Friday but excluding any Public Holiday which falls on any of those days; and
“Working Hours”	means such hours during which the Services have been provided on the Working Days.

2. In the Contract, unless the content otherwise requires, the following rules of interpretation shall apply:

- (a) Words importing a gender shall include all other genders.
- (b) Words importing the singular shall include the plural and vice versa.
- (c) References to a person shall include an individual, firm, company, corporation or body corporate or unincorporate (wherever established or incorporated), and include any public body.

- (d) A time of a day shall be construed as a reference to Hong Kong time.
- (e) References to a day shall be construed as a calendar day. If a person is required to pay money or do an act or thing on a day that is not a Working Day, then the person may pay the money or do the act or thing on the next Working Day.
- (f) References to a month or a monthly period shall be construed as a calendar month.
- (g) References to a year or a yearly period shall be construed as a calendar year.
- (h) References to any statute (including all subordinate legislation made thereunder), enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as replaced, amended, modified or re-enacted (as the case may be) from time to time. Reference to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity.
- (i) Headings are inserted for ease of reference only and shall not in any way vary, limit, extend or affect the interpretation or construction of the Tender Documents or the Contract.
- (j) References to “Service Provider” or “Operator” shall include its permitted assigns, successors or any persons deriving title under them. References to the employees of the Operator shall include, but not limited to, all members of the Service Team.
- (k) References to “Corporation” or “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions.
- (l) Unless otherwise specifically stated, references to a clause, sub-clause, section or paragraph in or a contract schedule, annex, appendix or any other attachment to a document shall be construed as a clause, sub-clause, section or paragraph in or a contract schedule, annex, appendix or attachment to that document.
- (m) References to a document shall include all schedules, appendices, annexures and other materials attached to such document, and mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Documents or the Contract.

- (o) Any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Operator shall be deemed to be the act, default, neglect or omission of the Operator.
  - (p) Words importing the whole shall be treated as including a reference to any part of the whole. The expressions “include” and “including” shall be construed without limitation to the words following.
  - (q) Any word or expression to which a specific meaning has been attached in any part of the Tender Documents shall bear such meaning whenever it appears in the same and other parts of the Tender Documents.
  - (r) Words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition,
  - (s) References to “writing” shall include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form.
  - (t) Where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.
3. Unless otherwise provided, all payments shall be made in Hong Kong Dollars.
4. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Corporation or the Government or any person in the service of the Corporation or the Government.
5. All rights and powers of the Corporation under the Contract may be exercised by the Corporation Representative. If any provision of the Contract provides for a determination of any matter by the Corporation or Corporation Representative, the determination made by the Corporation or Corporation Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.



## **PART 1 – TERMS OF TENDER**

### **1 Tender Documents**

#### **1.1 The Tender Documents comprise the following:**

	Interpretation
Part 1	Terms of Tender
	Annex A – Assessment Criteria
	Annex B – Non-Collusive Tender Certificate
	Annex C – Reply Slip for the Briefing
Part 2	Conditions of Contract
Part 3	Contract Schedules
	Contract Schedule 1 – Service Provider Information
	Contract Schedule 2 – Service Plan and Service Team Structure
	Contract Schedule 3 – Publicity Plan, Operational Arrangements, Service Monitoring, Quality Assurance, Training Programmes and Public Education Programmes
	Contract Schedule 4 – Working Timeline
	Contract Schedule 5 – Pro-innovation Proposals and ESG Proposals
	Contract Schedule 6 – Knowledge and Experience in the Addiction Counselling and Treatment Field
	Contract Schedule 7 – Fee Proposal
Part 4	Service Specifications
	Annex D – Security Requirements
	Annex E – Government regulations, policies, standards, guidelines, methodologies and quality requirements
	Annex F – Template of Statistics Report
Part 5	Offer to be Bound

collectively, the “Tender Documents”. Each of the above Tender Documents shall be referred to by their names as stated above throughout the Tender Documents and the Contract.

### **2 Invitation to Tender**

#### **2.1 This Invitation to Tender invites Tenders for the provision of the whole of the Services through the setting up and operation of a Smart Counselling Platform and provision of the related services for gamblers, subject to and in accordance with the Contract throughout the Contract Period.**

### **3 Eligibility of Service Provider**

- 3.1 It is an essential requirement that a Service Provider **MUST** have the legal capacity to enter into contract and must be a Tax-Exempt Organisation; failing which will render a Service Provider's Tender to be invalid and not to be considered further.
- 3.2 **Failure to comply with the essential requirement mentioned in Clause 3.1 above, will invalidate the Tender and the Tender shall not be further considered.**

### **4 Tender Preparation**

- 4.1 A Tender and all accompanying documents shall be completed in English and in ink or typescript. A Tender not so completed will not be further considered.
- 4.2 A Service Provider shall complete, and submit in its Tender, all the following documents:
- (a) Contract Schedule 1 – Service Provider Information;
  - (b) Contract Schedule 2 – Service Plan and Service Team Structure;
  - (c) Contract Schedule 3 – Publicity Plan, Operational Arrangements, Service Monitoring, Quality Assurance, Training Programmes and Public Education Programmes;
  - (d) Contract Schedule 4 – Working Timeline;
  - (e) Contract Schedule 5 – Pro-innovation Proposals and ESG Proposals;
  - (f) Contract Schedule 6 – Knowledge and Experience in the Addiction Counselling and Treatment Field;
  - (g) Contract Schedule 7 – Fee Proposal;
  - (h) Part 5 – Offer to be Bound;
  - (i) Annex B – Non-Collusive Tender Certificate; and
  - (j) other relevant information (e.g. additional service plans and corresponding information), if any.

- 4.3 The Tender shall be submitted in **DUPLICATE** in the manner described in Clause 5 below. A Tender not so submitted (e.g. a Tender submitted by email or facsimile) will not be considered.
- 4.4 It is an essential requirement that a Service Provider **MUST** submit in its Tender a set of Contract Schedules 1 to 7, a duly signed Part 5 – Offer to be Bound, and Annex B – Non-Collusive Tender Certificate. **Failure to comply with such essential requirement will invalidate the Tender and the Tender shall not be further considered.**
- 4.5 Save in accordance with the terms of the Tender Documents, a Service Provider shall not alter any provision of the Tender Documents or submit any proposal that has the effect of varying or modifying any provision of the Tender Documents. Otherwise, its Tender will not be further considered.
- 4.6 All Tenders submitted to the Corporation, whether accepted or not, will not be returned to the Service Provider.

## **5 Two-Envelope System in Submission of Proposals and Tender Closing Date**

- 5.1 A two-envelope system will be adopted for the procurement of the Services. A Service Provider shall submit the following in two separate sealed envelopes clearly labelled **Envelope A** and **Envelope B** on the outside.
- 5.2 Documents relating to the technical information (i.e. **Contract Schedules 1 to 6** – duly completed and signed with the organisation’s chop) and all other information required for this Tender without indication of any fee information provided in Schedule 8 must be enclosed in a sealed envelope clearly marked **“Envelope A: Reference No. HYAB PWF/32/29(2024)/1: Provision of a Smart Counselling Platform and the Related Services for Gamblers for the Ping Wo Fund – Technical Proposal”**.
- 5.3 Documents relating to the fee information (i.e. **Contract Schedule 7** – duly completed and signed with the organisation’s chop) must be enclosed in another sealed envelope clearly marked **“Envelope B: Reference No. HYAB PWF/32/29(2024)/1: Provision of a Smart Counselling Platform and the Related Services for Gamblers for the Ping Wo Fund – Fee Proposal”**. Detailed breakdown of the prices for the Services must be included in the submitted proposal.
- 5.4 The above two envelopes shall be submitted to the **Tender Box of Home and Youth Affairs Bureau situated at 2/F Entrance, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong** **no later than 2:30 p.m. on 4 July 2024 (Thursday)**. **Late Tenders will not be accepted.**

- 5.5 In case a black rainstorm warning signal or a tropical cyclone signal no. 8 or above is hoisted between 9:00 a.m. and 2:30 p.m. on the Closing Date, the Closing Date will be extended to 2:30 p.m. on the next Working Day, except Saturday, Sunday and Public Holiday.

## **6 Communication with the Corporation**

- 6.1 Unless otherwise stated in the Tender Documents, all communications given or made by the Corporation or a Service Provider in relation to the Invitation to Tender shall be in writing and sent or delivered to the other party in the manner provided in Clause 24 of the Conditions of Contract, save that the Corporation may, by prior notice to a Service Provider, require the Service Provider to send or deliver a written communication by post or facsimile only. A Service Provider should note that the Corporation will not accept the use of a postal box as the Service Provider's correspondence address for any purpose whether before or after the award of the Contract.
- 6.2 All communications in relation to the Invitation to Tender shall be conducted directly between the Corporation and the Service Provider irrespective of the number of sub-contractors involved.

## **7 Validity Period**

- 7.1 A Tender once submitted by a Service Provider will be binding on the Service Provider, and the Tender shall remain valid and open for acceptance for a period of at least nine (9) months from the Closing Date.
- 7.2 If a Service Provider offers in its Tender a period that is shorter than the Validity Period or if it rejects the Validity Period, its Tender will not be further considered.

## **8 Tender Addenda**

- 8.1 The Corporation may issue addendum to the terms and conditions set out in the Tender Documents before the Closing Date which will be posted on the Ping Wo Fund website at [www.donotgamble.org.hk](http://www.donotgamble.org.hk). Service Providers are advised to check the said website from time to time for any issue of addendum and the contents thereof.

## **9 Sub-contractors**

- 9.1 If any obligations of the Contractor are proposed to be performed by a sub-contractor, the Service Provider shall submit the name and place of business of the proposed sub-contractor and the details of the obligations to be performed by the proposed sub-contractor.

- 9.2 The Corporation reserves the power to request the Service Provider to withdraw any sub-contracting proposal whereupon should the Service Provider refuse to do so, its Tender may not be considered further.

## **10 Cancellation of Tender Exercise**

- 10.1 Without prejudice to the Corporation's right to cancel this Invitation to Tender at its absolute discretion or for public interest reasons, where there are changes of requirement after the Closing Date for operational or whatever reasons, the Corporation is not bound to accept any conforming Tender and reserves the right to cancel this Invitation to Tender.
- 10.2 Upon cancellation of the Invitation to Tender, the Corporation Representative reserves the right to re-issue the Invitation to Tender (on such terms and conditions as it considers fit), or directly appoint another service provider or operator to take up the Services (through whatsoever and howsoever means).

## **11 Method of Assessing Tenders**

- 11.1 All Tenders that are submitted before the Closing Date will be checked by the Corporation Representative for compliance with the essential requirements including those stipulated in Clauses 3.1 and 4.4 above. Only those Tenders that comply with all the essential requirements under the Tender Documents will be further assessed on the assessment criteria set out in **Annex A**.
- 11.2 An assessment panel comprising the Chairperson and Members of the Ping Wo Fund Advisory Committee ("Assessment Panel") will be formed to assess the Tenders. **Service Providers whose Tenders comply with all the essential requirements under the Tender Documents may be invited to make a presentation on their proposal and to clarify any points of the proposal before the assessment panel, which may be arranged shortly after the Closing Date.**

## **12 Authenticity of Documents Submitted**

- 12.1 All documents submitted by a Service Provider to the Corporation in relation to its Tender shall be original documents or certified true copies of the original documents. If a Service Provider fails to comply with this requirement or fails to provide such verification as the Corporation may require to prove the authenticity of a document submitted to the Corporation, the Corporation may not consider the Tender further.

### **13 Service Provider's Commitment**

- 13.1 All Tenders, information and responses from a Service Provider must be submitted in writing. Each of them is the offer, commitment and representation of the Service Provider and will, if accepted by the Corporation, be incorporated into and made part of the Contract in such manner as the Corporation considers appropriate.
- 13.2 The Corporation reserves the right not to consider a Tender that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Clause 13.1 above.

### **14 New Information**

- 14.1 A Service Provider shall inform the Corporation in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Documents. The Corporation reserves the right not to consider a Service Provider's Tender further if the Service Provider's continued ability to meet such requirements is in doubt.

### **15 Personal Data Provided**

- 15.1 All personal data provided in a Tender will be used by the Corporation for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of Tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender, and the disclosure pursuant to Clause 22 of the Terms of Tender).
- 15.2 By submitting a Tender, a Service Provider is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Corporation of the personal data for the purposes set out in Clause 15.1 above, or the disclosure pursuant to Clause 22 of the Terms of Tender.
- 15.3 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 of and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- 15.4 Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, shall be addressed to the Corporation or the Personal Data Privacy Officer of HYAB.

## **16 Operators' Performance Monitoring**

- 16.1 If a Service Provider is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other Tender/tender exercises are evaluated.

## **17 Cost of Tender**

- 17.1 A Service Provider shall submit its Tender at its own cost and expense. The Corporation shall not be liable for any costs and expenses whatsoever incurred by a Service Provider in connection with the preparation or submission of its Tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation(s) or demonstration(s) to the Corporation, the Corporation Representative and/or the Assessment Panel, (b) site visits or surveys made by the Service Provider, and (c) presenting the Service Provider's reference sites and equipment to the Corporation Representative during the site visits, whether before or after the Closing Date.

## **18 Request for Information**

- 18.1 In the event that the Corporation determines that:

- (a) clarification in relation to any part of the Tender is necessary; or
- (b) a document or a piece of information, other than the document or information set out in Clause 18.2 below, is missing from any Tender,

it may, but is not obliged to, request the Service Provider concerned to make the necessary clarification, or submit the required document or information. Each Service Provider shall thereafter within five (5) Working Days or such other period as specified in the request submit such clarification, information or document in the form required by the Corporation. A Tender will not be considered further if complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Corporation. As an alternative to seeking clarification or further information or document, the Corporation may not consider the Tender further or may proceed to evaluate the Tender on an "as is" basis.

- 18.2 The document and information not covered by Clause 18.1 above are:

- (a) a duly signed Offer to be Bound; and

- (b) any other document or information in respect of which it is specified in the Tender Documents that a failure to provide to the Corporation in a Tender at the time of submission of the Tender or by the Closing Date will result in the Tender not being considered.

18.3 The Corporation will not consider any clarification or information submitted by a Service Provider after the Closing Date (irrespective of whether or not the clarification or information is submitted at the invitation of the Corporation) if the Corporation considers that such clarification or information would alter the Service Provider's Tender in substance or give the Service Provider an advantage over the other Service Providers.

## **19 Negotiations**

19.1 The Corporation reserves the right to negotiate with any Service Provider in relation to the Service Provider's Tender and/or the Contract.

## **20 Award of Contract**

20.1 Subject to the other provisions of the Tender Documents, the Corporation will normally award the Contract to the Service Provider which the Corporation has determined to be capable of fulfilling the terms of the Contract and whose Tender conforms with all the essential requirements stipulated in the Tender Documents and has the highest marks.

20.2 Each Service Provider acknowledges that the Corporation may elect at its sole option to accept all or any part of the Service Provider's Tender.

20.3 The Corporation is not bound to accept the Tender with the highest marks or any Tender and reserves the right to accept all or any part of any Tender at any time within the Validity Period.

## **21 Acceptance**

21.1 A Tender shall not be regarded to have been accepted by the Corporation unless the Corporation issues to the successful Service Provider an acceptance in writing ("Tender Acceptance") and send it by either post or facsimile transmission to the successful Service Provider's address or facsimile number (as the case may be) specified in Item I of Contract Schedule 1. A binding Contract between the Corporation and the successful Service Provider is only constituted:

- (a) if the Tender Acceptance is sent by post, at the time of posting; or



- (b) if the Tender Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Corporation's facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.

21.2 A duplicate hard copy of the Contract will subsequently be delivered to the successful Service Provider evidencing the earlier Tender Acceptance by post or facsimile transmission (as the case may be).

21.3 Service Providers who do not receive any notification within the Validity Period shall assume that their Tenders have not been accepted.

## **22 Documents of Unsuccessful Service Providers**

22.1 The Corporation may destroy all documents submitted by unsuccessful Service Providers three (3) months after the Contract has been constituted under Clause 21.1 above.

## **23 Consent to Disclosure**

23.1 The Corporation may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Service Provider) without any further reference to or consent from the successful Service Provider or any other Service Provider, particulars of the Services to be provided by the successful Service Provider, the date of the award, the name and address of the successful Service Provider and the total estimated fee of the Services and any other fees, cost and expense payable to the successful Service Provider pursuant to the Contract.

23.2 Nothing in Clause 23.1 above shall prejudice the Corporation's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Service Provider (successful or unsuccessful) or its Tender (whether or not the information is specified in Clause 23.1) if the disclosure is made under any one of the following circumstances:

- (a) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Cap. 1) or any other person employed, used or engaged by the Corporation (including agents, advisers, contractors and consultants);
- (b) the disclosure of any information already known to the recipient;
- (c) the disclosure of any information which is public knowledge;

- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
- (e) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (f) without prejudice to the power of the Corporation under Clause 23.1 above, to the extent the information relates to a Service Provider, with the prior written consent of that Service Provider.

## **24 Warranty against Collusion**

24.1 The Service Provider must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tender Certificate referred to in Clause 24.2 below), regarding, amongst other things, price, Tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Service Providers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

24.2 The Service Provider shall complete and submit to the Government a Non-collusive Tender Certificate (in the form set out in **Annex B**) as part of its Tender.

24.3 In the event that a Service Provider is in breach of any of the representations, warranties and/or undertakings in Clause 24.1 above or in Non-collusive Tender Certificate submitted by it under Clause 24.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

- (a) reject the Service Provider's Tender;
- (b) if the Government has accepted the Tender, withdraw its acceptance of the Service Provider's Tender; and
- (c) if the Government has entered into the Contract with the Service Provider, terminate the Contract under Clause 10 of the Conditions of Contract.

24.4 By submitting a Tender, a Service Provider is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in

Clause 24.1 above or in Non-collusive Tender Certificate submitted by it under Clause 24.2 above.

24.5 A breach by a Service Provider of any of the representations, warranties and/or undertakings in Clause 24.1 above or in Non-collusive Tender Certificate submitted by it under Clause 24.2 above may prejudice its future standing as a Government contractor or service provider.

24.6 The rights of the Government under Clauses 24.3 to 24.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Service Provider.

## **25 Warning against Bribery**

25.1 The offer of an advantage to any public servant with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Service Provider or any of its officers (including directors), employees or agents will render its Tender null and void.

25.2 The successful Service Provider shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The successful Service Provider shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

## **26 Corporation's Discretion**

26.1 Notwithstanding anything to the contrary in these Tender Documents, the Corporation reserves the right to disqualify a Service Provider on grounds including any one of the following:

- (a) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Closing Date or an order is made or a resolution is passed for the winding up or bankruptcy of the Service Provider;
- (b) the Service Provider has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Service Provider or communication between the Corporation and the Service Provider since submission of that Tender;

- (c) in the event of a claim alleging or the Corporation having grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the Service Provider in its Tender infringe or will infringe any Intellectual Property Rights of any person;
- (d) the Service Provider has made significant or persistent breaches or deficiencies in performance of any substantive requirement or obligation under any contracts with the Corporation or other contracts;
- (e) the Service Provider has been convicted by the final judgement in respect of serious crimes or other serious offences;
- (f) in the event of the professional misconduct or acts or omissions that adversely reflect on the integrity of the Service Provider; or
- (g) the Service Provider has made any restrictions or limitations which seek to limit or avoid the responsibility of the Service Provider in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Service Provider or the Operator under the Contract in the Tender or in any subsequent submission by the Service Provider or communication between the Corporation and the Service Provider since submission of the Tender.

The grounds specified in Clauses 26.1(a) to 26.1(g) above are separate and independent, and shall not be limited by reference to or inference from the other of them.

26.2 For the purposes of Clause 26.1 above, each Service Provider shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself that is reasonably relevant to facilitate the Corporation's determination as to whether to exercise its right of disqualification, including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Clause 26.1(a);
- (b) details of conviction of the Service Provider in Hong Kong or any overseas jurisdictions in respect of (i) serious offences; and (ii) other offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Closing Date and thereafter up to the time of award;
- (c) details of all infringement claims as mentioned in Clause 26.1(c); and
- (d) details of all breaches or performance deficiencies of the Service Provider or a related person as mentioned in Clause 26.1(d).

If none of the events as mentioned in Clauses 26.2(a) to 26.2(d) above has ever occurred within the applicable period as mentioned above, the Service Provider shall provide a statement to that effect by completing Part IX of Contract Schedule 1 in Part 3 at the time of submission of its Tender. If found missing, the Corporation reserves the right to seek clarification pursuant to Clause 26.3 below.

26.3 In addition to the information mentioned in Clause 26.2 above, the Corporation reserves the right to request from a Service Provider and take into account all information about:

- (a) the Service Provider itself;
- (b) any of the directors or management staff of the Service Provider who conduct similar business as the Service Provider or whose businesses any of which is similar to the business of the Service Provider; and
- (c) any of the related persons of the Service Provider and of any directors and management staff of the related persons who conduct similar business as the Service Provider or whose businesses any of which is similar to the business of the Service Provider,

and such information is reasonably relevant to facilitate the Corporation's determination as to whether to exercise its right of disqualification under Clause 26.1 above.

Such information relating to any of the aforesaid persons may include, without limitation, details of any conviction in respect of offences referred to in Clause 26.2(b) or details of any breaches or performance deficiencies referred to in Clause 26.1(d), details of any serious crimes or serious offences referred to in Clause 26.1(e), or details of any professional misconduct, acts or omissions referred to in Clause 26.1(f).

26.4 If the Service Provider fails to comply with the request made by the Corporation pursuant to Clause 26.3 above within such time as required by the Corporation, the Corporation may disqualify the Service Provider pursuant to Clause 18 of the Terms of Tender. If the Service Provider has submitted false, inaccurate or incomplete information, the Corporation may disqualify the Service Provider pursuant to Clause 26.1(b) above.

26.5 In providing the information required under Clauses 26.2 and 26.3 above, the Service Provider may show cause to satisfy the Corporation that the petition, proceedings, conviction record, infringement claim, breach or performance deficiency, or professional misconduct, as the case may be, does not cast doubt on the fitness, propriety or capability of the Service Provider to perform the Contract to be awarded in this Invitation to Tender.

26.6 If the Service Provider is a company, the expression “related person” of the Service Provider includes any one of the following:

- (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Service Provider (“majority shareholder”);
- (b) a holding company or a subsidiary of the Service Provider;
- (c) a holding company or a subsidiary of a majority shareholder of the Service Provider;
- (d) a company in which a majority shareholder (being an individual) of the Service Provider directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions “holding company” and “subsidiary” have the meanings given to them in the Companies Ordinance.

26.7 References to related persons, directors and management staff of the Service Provider or of a related person include persons who were in such capacity at such time of the incident referred to in Clauses 26.1(d), 26.1(e), 26.1(f), 26.1(g) or Clause 26.2(b) above.

26.8 Notwithstanding anything to the contrary in the Tender Documents, the Corporation reserves the right to disqualify a Service Provider on the grounds that the Service Provider has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

## **27 Enquiries**

27.1 Any enquiries from Service Providers concerning this Invitation to Tender up to the date of submitting their Tenders to the Corporation shall be in writing and submitted to:

Secretariat to The Ping Wo Fund Advisory Committee  
Home and Youth Affairs Bureau  
13/F, West Wing, Central Government Offices  
2 Tim Mei Avenue, Tamar, Hong Kong  
(Attn.: Ms Emily HO)  
Fax No.: 2591 6002      Tel. No.: 3509 8055

27.2 After submitting a Tender to the Corporation, the Service Provider shall not attempt to initiate any further contact, whether direct or indirect, with the Corporation on its Tender or this Invitation to Tender. The Corporation shall have the sole right to initiate any such further contact and all such contacts and any replies of the Service Provider thereto shall be in writing or formally documented in writing.

## **28 Briefing**

28.1 A briefing will be held on **13 June 2024 (Thursday) at 11:00 a.m.** to address possible enquiries from the Service Providers. Service Providers who are interested to attend the briefing please submit the duly completed reply slip at **Annex C** and email it to [pingwofund@hyab.gov.hk](mailto:pingwofund@hyab.gov.hk) on or before 5:00 p.m. on 12 June 2024.

### Assessment criteria

A **70:30** weighting for technical proposal vs. fee proposal is adopted. All calculations of the weighted technical score, the weighted fee score and the combined score in Parts I to III respectively will be rounded to the nearest two (2) decimal places. The assessment consists of three parts, including technical assessment and fee evaluation:

Part I: To assess the following aspects of the technical proposals –

Assessment Criteria	Maximum Marks
<b>(A) Execution Plan</b> ( <i>Maximum mark is 85; passing mark is 17<sup>Note 1</sup></i> )	
(1) Service plan, service team and overall intervention strategy in pursuing the Project Objectives (Contract Schedule 2 is relevant).	27
(2) Relevance and feasibility of the proposed Additional Services (if any) (Clauses 2.3 to 2.5 of Contract Schedule 2 are relevant).	6
(3) Training programmes and public education programmes (Part E of Contract Schedule 3 is relevant).	15
(4) Publicity plan, operational arrangements, service monitoring and quality assurance (Parts A to D of Contract Schedule 3 are relevant).	10
(5) Working timeline (Contract Schedule 4 is relevant).	10
(6) Innovative suggestions (Contract Schedule 5 is relevant, See Note 2). (a) Pro-innovation proposals – directly relevant to the Services (b) Environmental protection, sustainability or governance or social responsibility (ESG) – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services	17 <sup>Note 2</sup>
<b>Sub-total for (A)</b>	<b>85</b>
<b>(B) Service Provider's Experience</b> ( <i>Maximum mark is 15; there is not a passing mark.</i> )	
(1) Background and relevance of knowledge and experience of the Service Provider in the addiction counselling and treatment field (Contract Schedules 1 and 6 are relevant.)	15
<b>Sub-total for (B)</b>	<b>15</b>
<b>Total</b>	<b>100</b>



A maximum technical score of 70 will be allocated to the technical qualified proposal with the highest total technical mark, while the score of other technical qualified proposals will be calculated by the following formula:

$$70 \text{ (Technical weighting)} \times \frac{\text{Total technical marks achieved for the technical qualified proposal being assessed}}{\text{The highest total technical mark among all technical qualified proposals}}$$

**Note 1:** A passing mark of 17 (i.e. 25% of the maximum mark in (A), excluding the marks for innovative suggestions) is set for Assessment Criteria (1) to (5) in (A). **Proposals that do not attain the passing mark of 17 will not be considered further.**

**Note 2: Marking Guidelines for Assessment Criteria (6)(a) and (6)(b) of Pro-innovation Proposals and ESG Proposals**

Service Providers are encouraged to make pro-innovation proposals in their proposed plans for Assessment Criteria (1) to (4) and propose ESG proposals. **17 out of the maximum mark of 85 marks for Part A are reserved for assessing innovative suggestions** (i.e. maximum marks of 2 marks, 2 marks, 4 marks and 4 marks for pro-innovation proposals in their proposed plans for Assessment Criteria (1), (2), (3) and (4) respectively and 5 marks for ESG proposals).

These marks for innovative suggestions will be given to pro-innovation proposals and ESG proposals as follows:

- (a) Pro-innovation proposals which are considered directly relevant to, effective and practicable in improving the delivery of the Services. The benefits that this type of pro-innovation proposals shall bring about are not pre-defined for Tender assessment. Pro-innovation proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable. They may, for example, involve application / adoption of new technology / inventions and/or innovative application of existing / matured technology that may enhance service delivery while contributing to the development of Smart City and innovation and technology development. Service Providers may propose pro-innovation proposals, which may not necessarily be technology-related, bringing benefits in terms of the following:

- better quality of the Services;
- saving of manpower resources for delivering the Services;
- boosting of training participants' satisfaction;

- increased utilisation of the Services; and/or
- any other benefits that can facilitate the operation of the Smart Counselling Platform.

Pro-innovation proposals will be assessed **in comparison to how the Services are previously delivered under the existing contract or the conventional mode of service delivery adopted by the Corporation.**

(b) ESG proposals will improve environmental protection, sustainability or governance or social responsibility. They may but need not be directly relevant to the Services but can bring about positive values or benefits to the Corporation or the public at large. Such positive values or benefits may include, inter alia, the following:

- environmental protection (e.g. reduction in energy consumption, use of renewable energy, such as solar energy, in the execution of the contract, etc.);
- social responsibility (e.g. employment of people with disabilities and/or rehabilitated persons for the contract, etc.); and/or
- governance.

Marks will not be given to any pro-innovation proposal / ESG proposal which a Service Provider will neither be capable of nor responsible for implementation.

**The distribution of marks for pro-innovation proposals in respect of Assessment Criteria (1) to (4) are as follows:**

<b>Assessment Criterion</b>	<b>Maximum Mark</b>
(1) Service Plan	2
(2) Additional Services	2
(3) Training programmes and public education programmes	4
(4) Publicity plan, operational arrangements, service monitoring and quality assurance	4
<b>Total:</b>	<b>12</b>

For pro-innovation proposals meeting the requirements under (a) above, marks will be given in accordance with the following rule:

<b>Percentage of Maximum Mark</b>	<b>Marking Standard</b>
100%	The proposed plan contains three or more effective and practicable pro-innovation proposals.

66%	The proposed plan contains two effective and practicable pro-innovation proposals.
33%	The proposed plan contains one effective and practicable pro-innovation proposals.
0%	The proposed plan does not contain any pro-innovation proposals.

For ESG proposals, marks (maximum: 5 marks) will be given in accordance with the following rule:

<b>Percentage of Maximum Mark</b>	<b>Marking Standard</b>
100%	The proposed plan contains three or more effective and practicable ESG proposals.
66%	The proposed plan contains two effective and practicable ESG proposals.
33%	The proposed plan contains one effective and practicable ESG proposal.
0%	The proposed plan does not contain any ESG proposals.

A suggestion that scores marks under pro-innovation proposals will not earn marks again under ESG proposals and vice versa. In case a Service Provider specified the type of a suggestion under both pro-innovation proposals and ESG proposals and the Assessment Panel (“AP”) considers that the same suggestion could earn marks under pro-innovation proposals and ESG proposals, it will be taken as scoring marks under pro-innovation proposals only. Furthermore, a pro-innovation proposal scores marks under one assessment criterion will not earn marks again under the other assessment criteria. If the AP considers that the pro-innovation proposal could score marks under more than one assessment criterion, it will be taken as scoring marks under the first relevant criterion.

Apart from the schedule of pro-innovation proposals and ESG proposals mentioned above, Service Providers shall submit the following information for demonstrating the effectiveness and practicability of the pro-innovation proposals / ESG proposals. Marks will not be given if the Service Providers only propose a concept without sufficient details. The information that shall be provided by the Service Providers includes the following –

- if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc.: scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;

- if the suggestion is concerned with a kind of measure, service, scheme and activity, etc. : the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and
- if the suggestion is related to manpower : the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate.

Service Providers may also be requested to provide supporting documents or a demonstration to prove the practicability of their pro-innovation proposals / ESG proposals. All proposed pro-innovation proposals / ESG proposals will be assessed on the basis of the information provided in the Tender submissions and the factual supporting documents (e.g. test reports / certificates) provided by the Service Providers upon request by the Corporation. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the AP to have a better understanding of the pro-innovation proposals / ESG proposals proposed by the Service Providers. During the demonstration, Service Providers are also not allowed to provide additional information not contained in their original Tender submissions.

Apart from the proposed plans for Assessment Criteria (1) to (5), all practicable pro-innovation proposals and ESG proposals included in the proposed plans submitted by the successful Service Provider for Assessment Criteria (1) to (4) and accepted by the Corporation shall also form part of the Contract. Any failure to perform such pro-innovation proposals / ESG proposals would be deemed a breach of the contractual obligation, and the Corporation would be entitled to take follow-up actions in accordance with the existing mechanism on the handling of breach of contractual obligations e.g. claiming damages and/or termination of the contract.

Part II: To assess the fee proposals

Failure to submit a Fee Proposal with fee information duly completed will render a tender invalid and will not be considered further.

A maximum fee score of 30 will be allocated to the qualified proposal with the lowest bid, while the fee score for other qualified proposals will be calculated by the following formula –

$$30 \text{ (Fee weighting)} \quad \times \quad \frac{\text{The lowest bid among all qualified technical proposals}}{\text{Bid of the qualified technical proposal being assessed}}$$

Part III: Calculation of combined score

$$\text{Combined Score} = \frac{\text{Weighted Technical Score for Technical Proposal}}{\text{Weighted Price Score for Fee Proposal}} +$$

The submission achieving the highest combined score will normally be awarded of the contract.

**Non-Collusive Tender Certificate**

(To be completed and returned together with the Tender submission)

To: The Corporation

Dear Sir / Madam,

**Non-collusive Tender Certificate**

1. I/We, (name of the Service Provider) \_\_\_\_\_ of  
(address(es) of the Service Provider(s)) \_\_\_\_\_

\_\_\_\_\_ refer to the Corporation's invitation to Tender for the Contract ("Invitation to Tender") and my/our Tender in response to the Invitation to Tender.

**Non-collusion**

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

vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after 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 Corporation;
- (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Corporation in my/our Tender;
- (c) my/our 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) my/our 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 my/our 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;
- (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; and
- (g) any person other than the Corporation, provided that the Corporation has given prior written consent.

#### **Disclosure of subcontracting**

4. Without prejudice to other requirements set out in the Tender Documents concerning subcontracting arrangement, in particular, the requirement to seek the Corporation's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed subcontracting arrangements for the Contract to the Corporation in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Corporation.

**Consequences of breach or non-compliance**

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 23.1 of the Terms of Tender, the Corporation may exercise any of the rights under Clauses 23.3 to 23.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Corporation 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 my/our Service Provider and my/our personal information.

Signed by the Service Provider / Signed by  
an authorised signatory for and on behalf of :  
the Service Provider

Name of the authorised signatory (where  
applicable) :

Title of the authorised signatory (where  
applicable) :

Date :



**Reply Slip**  
**(Please return by email at or before 5:00 p.m. on 12 June 2024)**

Secretariat to The Ping Wo Fund Advisory Committee  
Home and Youth Affairs Bureau  
13/F, West Wing, Central Government Offices  
2 Tim Mei Avenue, Tamar, Hong Kong  
Attn.: Ms Emily HO, Senior Executive Officer (Home Affairs) 2  
Tel.: 3509 8055  
Email: [pingwofund@hyab.gov.hk](mailto:pingwofund@hyab.gov.hk)

**Provision of a Smart Counselling Platform and the Related Services for Gamblers  
for the Ping Wo Fund  
Briefing Session**

We will attend the briefing session to be held at **11:00 a.m. on 13 June 2024 (Thursday)**  
**at Conference Room 2, G/F, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong (香港添馬添美道 2 號政府總部地下 2 號會議室).**

Name and post / title of representative(s) attending the briefing session	:	
Organisation	:	
Tel.	:	
Date	:	

\* Please delete as appropriate

## **PART 2 – CONDITIONS OF CONTRACT**

### **1. Contract Period**

- (a) Subject to any provision for early termination or extension provided for in the Contract, the Operator shall provide the Services to the Corporation for a period of thirty-six (36) months from 1 October 2024 to 30 September 2027, or any other date(s) as approved by the Corporation Representative.

### **2. Provision of the Services**

- (a) During the Contract Period, the Operator shall set up and operate a Smart Counselling Platform and provide all of the Services in such manner as the Corporation Representative may require from time to time, to the satisfaction of the Corporation.
- (b) The Operator shall be fully responsible for making the Smart Counselling Platform ready for operation by 1 October 2024, or any other date(s) as approved by the Corporation Representative.
- (c) The Operator shall observe and comply with all reasonable directions or instructions given by the Corporation Representative in relation to its provision of the Services or the Contract.

### **3. Non-exclusive Contract**

The Operator acknowledges that the Operator has no exclusive right to provide the Services to the Corporation and that the Corporation has the right to procure any Services from any other person for any period.

### **4. Service Level and Fee-charging**

- (a) The Operator shall provide the Services in a timely, efficient and professional manner with all due care, skill and diligence and shall conform to the standards generally observed in the industry for similar services and the specific requirements as set out in the Contract.
- (b) Unless otherwise approved by the Corporation, the Operator shall provide the Services to all service seekers free of charge. If the Operator wishes to offer any of the Services on a fee-charging basis, it shall provide a fee proposal and schedule with detailed justifications to the Corporation for approval. Subject to this, the Services shall be provided free-of-charge to those in need. All monies received from the service seekers,

if any, in return for the provision of the Services or any part thereof shall solely be used for the operation of the Smart Counselling Platform and the provision of the Services.

## **5. Operator's Acknowledgement, Obligations and Contract Performance**

- (a) The Operator acknowledges and agrees that it has been supplied with sufficient information to enable it to provide to the Corporation the Services, which shall comply fully with the requirements set out in the Service Specifications and other provisions of the Contract. The Operator shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Operator of any matter or fact relating to the Service Specifications or any other provisions of the Contract.
- (b) The Operator further acknowledges that the Corporation relies on the skill and judgment of the Operator in the provision of the Services and the performance of its obligations under the Contract.
- (c) The Operator shall secure, obtain and maintain throughout the Contract Period all and any governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract and shall bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licences.
- (d) The Operator shall:
  - (i) provide the Services and perform its obligations under the Contract with appropriately experienced, qualified and trained personnel (including the Service Team), ensure that all the members of the Service Team are acceptable to the Corporation Representative in terms of competence, capability, suitability, working attitude and personal behaviour, and be responsible for the good conduct of all such members of the Service Team while they are performing the Services for the Corporation;
  - (ii) ensure that each member of the Service Team performs competently and behaves to the satisfaction of the Corporation Representative while they are performing the Services for the Corporation;
  - (iii) ensure that the members of the Service Team abide by any and all instructions given by the Corporation from time to time and all ordinances and regulations as may be specified by the Corporation Representative upon the commencement of their

engagement for the performance of the Services;

- (iv) obtain the approval in writing from the Corporation Representative before giving any permission for any member of the Service Team to take up any outside work other than the Services; and
  - (v) immediately notify the Corporation Representative in writing of particulars of any acceptance of advantage, bankruptcy or disclosure of confidential and official information or other similar circumstances in relation to any of the members of the Service Team which affect or may affect the competence, capability or suitability of such member(s) of the Service Team to perform the Services whenever any of these circumstances come to its notice.
- (e) The Operator shall assign one of the members of the Service Team (“Operator’s Representative”) to liaise and attend meetings with the Corporation from time to time in relation to the provision of the Services under the Contract. The Operator shall not replace or substitute the Operator’s Representative without obtaining prior written consent from the Corporation. Should the Operator wish to obtain the written consent of Corporation for the proposed change of the Operator’s Representative, the Operator shall designate another member of the Service Team and shall submit the name of such replacement for Corporation’s approval. The Operator shall be solely responsible for any costs and expenses incurred with respect to such replacement.
- (f) The appointment or replacement of any member of the Service Team to undertake any part of the Services shall not relieve the Operator from any liability or obligation under the Contract and the Contactor shall be responsible for the acts, omissions, defaults and neglects of any member of the Service Team or any employees, officers, workmen and sub-contractors in the performance or purported performance of the Services as fully as if they were the acts, omissions, defaults or neglects of the Operator.
- (g) The Operator shall provide training and instruction from time to time to all members of the Service Team engaged in the provision of the Services on all matters concerned with the Services as and when necessary to ensure that the members of the Service Team performs and provides the Services in accordance with the Contract.
- (h) If, in the opinion of the Corporation Representative, any member of the Service Team (including the Operator’s Representative) and any other persons engaged by the Operator or any sub-contractor to provide the Services is found to be incompetent, incapable or unsuitable to provide the Services, or to have conducted himself improperly, the Corporation Representative shall have the power to require his removal forthwith by

giving notice to the Operator and to require that a competent, capable and suitable replacement possessing the necessary experience, qualifications and training, and acceptable to the Corporation be appointed in his stead. The Operator shall at once comply with the requirement at its sole costs and expenses.

- (i) The Operator shall not employ any illegal workers in relation to the Contract or any other contract with the Corporation.
- (j) The Operator shall comply with all applicable laws and regulations. In particular, the Operator shall:
  - (i) comply with the Employment Ordinance (Cap. 57) and the Immigration Ordinance (Cap. 115). The Operator shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
  - (ii) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
  - (iii) comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509) and any other legal provisions pertaining to the health and safety of its personnel, the staff of the Corporation and others who may be affected by its performance of the Services.
- (k) The Operator shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Operator under any laws or regulations in connection with the performance of the Contract.

## **6. Liability and Indemnities**

### **(a) Injury to Persons**

Neither the Corporation nor any of its employees or agents shall be under any liability whatsoever for or in respect of any accident, or any injury to or death of the Operator (in the case whether the Operator is a natural person) or any of the Operator's employees or agents. Without prejudice to any other provision of the Contract, the Operator shall be solely liable for and shall indemnify each of the Corporation and its employees and agents (each an "Indemnified Person") against:

- (i) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person (“Claims”); and
- (ii) any and all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other awards, costs, payments, charges and expenses, and any loss or damage sustained by or any injury to or death of any person arising out of or in the course of or caused by the performance of the Services or by the Negligence of the Operator or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with, out of or in relation to:

- (1) the performance or breach of any provisions of the Contract by the Operator, its employees, agents or sub-contractors;
- (2) the Negligence, recklessness, tortious acts or wilful omission of the Operator, its employees, agents or sub-contractors;
- (3) any default, unauthorised act or wilful misconduct of the Operator, its employees, agents or sub-contractors;
- (4) any claim that the use or possession of the Materials infringes the Intellectual Property Rights of any person; or
- (5) the non-compliance by the Operator, its employees, agents or sub-contractors with any applicable law, or regulation, order or requirement of any government agency or authority.

The indemnity under this Clause 6(a) shall not apply to any injury or death caused by the Negligence of an Indemnified Person.

(b) Damages to Property

Neither the Corporation nor any of its employees or agents shall be under any liability whatsoever for or in respect of any loss of or damage to any of the Operator’s property or that of its employees or agents however caused (whether by any Negligence of the Corporation or any of its employees or agents or otherwise). Without prejudice to any

other provision of the Contract, the Operator shall be solely liable for and shall indemnify each of the Indemnified Person against:

- (i) any and all Claims; and
- (ii) any and all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other awards, costs, payments, charges and expenses, and any loss or damage to any property, real or personal, arising out of or in the course of or caused by the performance of the Services or by the Negligence of the Operator or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur whether as a result of or in relation to any Claims or otherwise,

which in any case arise directly or indirectly in connection with, out of or in relation to:

- (1) the performance or breach of any provisions of the Contract by the Operator, its employees, agents or sub-contractors;
  - (2) the Negligence, recklessness, tortious acts or wilful omission of the Operator, its employees, agents or sub-contractors;
  - (3) any default, unauthorised act or wilful misconduct of the Operator, its employees, agents or sub-contractors;
  - (4) any claim that the use or possession of the Materials infringes the Intellectual Property Rights of any person; or
  - (5) the non-compliance by the Operator, its employees, agents or sub-contractors with any applicable law, or regulation, order or requirement of any government agency or authority.
- (c) If any of the Operator, its employees, agents or sub-contractors in the course of performing the Services causes any damage to any property where the Services is provided, the Operator shall be responsible for making good the damage at its own cost and expense.
  - (d) If the Operator shall make default in the payment of any sum so demanded in Clause 6(c) above, the Corporation shall be entitled to deduct the amount thereof from any monies then or thereafter payable to the Operator under the Contract or any other contracts.
  - (e) For the purposes of this Clause 6, “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

- (f) The indemnities, payment and compensation given in pursuance of the Contract by the Operator shall not be affected or reduced by reason of any failure or omission of the Corporation in enforcing any of the terms and conditions of the Contract.

## **7. Payment for Services**

- (a) In consideration of the Operator's due and proper performance of all of its obligations and provision of all of the Services (save and except the Additional Services) in accordance with the Contract to the satisfaction of the Corporation, the Corporation shall pay the Operator a fixed sum as agreed in the Contract ("Service Fee") in twelve (12) instalments on a quarterly basis during the Contract Period in accordance with the conditions set out in this Clause 7.
- (b) Except for the 1<sup>st</sup> instalment of the Service Fee in the first year of the Contract Period, which shall be payable by the Corporation upon commencement of the Contract Period, the Operator shall submit an invoice for each of the remaining instalments of the Service Fee, together with the performance records of the Services for the last three (3) months, within the first seven (7) days of each quarter. The invoice and the performance records of the Services shall be in the form as specified by the Corporation. The Operator shall provide any further or supplemental information or statistics in relation to the performance of the Services as may be requested by the Corporation.
- (c) Subject to the mutual agreement between the Corporation and the Operator, additional fee may be paid for the Operator's due and proper performance of all of its obligations and provision of the Additional Services. Details of the payment of such additional fee (if any) shall be agreed between the Corporation and the Operator in writing.
- (d) Notwithstanding any provision in the Contract, unless otherwise agreed in writing by the Corporation, in respect of any Services provided to the Corporation, the Corporation shall not have any obligation to pay the Operator any Service Fee or any instalment thereof for such Services unless and until the Services have been accepted by the Corporation. Unless otherwise provided, payment of any instalment of the Service Fee shall be made by the Corporation within fourteen (14) days upon certification by the Corporation Representative that the relevant Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Corporation Representative.
- (e) Unless the Corporation Representative otherwise notifies in writing, all invoices and correspondence concerning payment shall be sent to the Corporation Representative and



addressed to the Home Affairs Division (2) of HYAB in the manner described below:

Address: 13/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar,  
Hong Kong

Attention: Assistant Secretary for Home and Youth Affairs (Home Affairs) 1

The Corporation shall not be liable for any delay in payment if invoices and correspondences concerning payment are not so addressed.

- (f) Payment of all instalments of the Service Fee will be made directly to the Operator's bank account in Hong Kong as specified by the Operator in accordance with Clause 7 of the Service Specifications.
- (g) The Service Fee is inclusive of all charges for the provision of all of the Services (save and except the Additional Services), including but not limited to the setting up and operation of the Smart Counselling Platform, and the provision of the Mandatory Services by the Operator in its Tender (if any). Save as otherwise expressly provided for in the Contract, the Operator shall not be entitled to any adjustment in the Service Fee for any reason (including foreign exchange fluctuations). The Corporation will not reimburse or compensate the Operator for all or any costs, expenses, losses and liabilities which may be incurred or suffered by the Operator in undertaking the Services, irrespective of the location in which the Services have to be provided. All things done by the Operator shall be deemed as things which the Operator is required to do for performing the Services. All Services shall be performed by the Operator at its sole cost and expense.
- (h) Without prejudice to any rights or remedies the Corporation may have, the Corporation shall be entitled to deduct from the Service Fee or any monies payable to the Operator, any monies which the Operator may owe to the Corporation whether under or in connection with the Contract or any other contract and in the case of deficiency, the Corporation shall claim for any outstanding balance from the Operator.
- (i) Notwithstanding any provision of the Contract, the Corporation is entitled to withhold payment of all or any part of the Service Fee or any instalment thereof, and any other sum payable by the Corporation to the Operator in the event that:
  - (i) any of the Services or deliverables (including any report mentioned under Clause 6 of the Service Specifications) is not performed or provided to the satisfaction of the Corporation;
  - (ii) the Operator fails to observe or perform any provision of the Contract;

- (iii) the Corporation has reasonable grounds to believe that the Operator is or will be liable to the Corporation under any provision of the Contract for the loss or damage suffered by the Corporation;
  - (iv) the Corporation disputes on any reasonable ground its obligation to pay the amount in question; or
  - (v) withholding is required by any applicable law.
- (j) Notwithstanding any other provisions in the Contract and the Corporation's acceptance of the Services, no payment made by the Corporation under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has or may have accrued, or which may accrue, or any remedy available, to the Corporation under the Contract or the law in respect of any breach of the Contract by the Operator.

## **8. Sanction against Committing of Offences**

If the Operator is convicted of an offence under the Employment Ordinance (Cap. 57), the Immigration Ordinance (Cap. 115), the Employees' Compensation Ordinance (Cap. 282), the Criminal Procedure Ordinance (Cap. 221), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) or the Occupational Safety and Health Ordinance (Cap. 509) in relation to or arising from the performance of the Contract or other contracts (whether contracts with the Corporation or contracts with other persons), without prejudice to other rights and powers of the Corporation under the Contract or otherwise at law, such conviction(s) shall constitute a sufficient ground for the Corporation Representative to suspend the Contract immediately and/or to suspend the Operator from being considered for other contracts with the Corporation in future for such period as from time to time determined by the Corporation pursuant to such essential requirements from time to time prescribed by the Corporation for evaluating Tenders/tenders.

## **9. Insurance Policy**

- (a) (i) Without prejudice to any and all applicable laws, regulations or legal requirements, the Operator shall effect and maintain throughout the Contract Period a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Operator in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss, and all liabilities to pay damages or compensation in respect of all of its employees and other staff, and in respect of all of the service seekers in the Smart Counselling Platform and all

participants of training programmes and public education programmes organised by the Operator. Such insurances shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Operator. The insurance company or companies shall be authorised under the Insurance Ordinance (Cap. 41). The Operator shall, when required by the Corporation, deposit with the Corporation Representative for safe keeping during and throughout the Contract Period such policy or policies of insurance together with the receipts or other evidence of payment of the current premium under the policy or policies.

- (ii) If the Operator fails to effect or maintain any policy or policies of insurance required under the terms of the Contract, the Corporation may take such alternative arrangements as it considers appropriate to protect its interests, including the effecting and maintaining of any policy or policies of insurance and the payment of such premium or premiums, and may recover from the Operator the costs of taking and maintaining such arrangements.
  - (iii) The Operator shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy or policies of the occurrence of any event liable to give rise to a claim. In the event of any person in the employment of the Operator or other persons in connection with the Contract suffering any death or personal injury and whether there be a claim for compensation or not, the Operator shall without delay give notice in writing of such death or personal injury to the Corporation Representative.
- (b) For the avoidance of doubt, members of the Service Team even when acting under the direction of the Corporation Representative shall be deemed under the control and thereby remaining as employees of the Operator.
  - (c) No provision in any insurance policy and no amount of insurance covered shall relieve the Operator of any liability under the Contract. It is the responsibility of the Operator to determine the amount of insurance cover that will be adequate to enable the Operator to satisfy any liability under the Contract.

## **10. Termination and Effects of Termination or Expiry**

- (a) Without prejudice to any rights and claims of the Corporation under the Contract or otherwise at law, the Corporation may by written notice to the Operator terminate the Contract immediately if:
  - (i) the Operator fails to perform or provide to the Corporation any of the Services, or any Services performed or provided by the Operator are rejected by the Corporation;

- (ii) the Operator commits a fundamental breach of any term of the Contract;
- (iii) the Operator is in breach of any other provision of the Contract which in the opinion of the Corporation is not capable of remedy;
- (iv) the Operator commits a breach of any other provision of the Contract which is capable of remedy and fails to remedy the breach to the satisfaction of the Corporation Representative within seven (7) days (or such longer period as the Corporation Representative may, in its sole discretion, allow) after the issuance by the Corporation Representative to the Operator of a request in writing requiring it to do so;
- (v) the Operator is persistently in breach of any provision of the Contract (whether the persistent breaches relate to the same provision or different provisions);
- (vi) the Operator is in breach of any of the warranties, undertakings or representations made or deemed to have been made by the Operator to the Corporation in the Contract or in its Tender for the Contract or otherwise from time to time during the Contract Period;
- (vii) the Operator, any officer (including director), employee, agent or sub-contractor of the Operator commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or any law of a similar nature in relation to the Contract or any other contract made by the Operator with the Corporation;
- (viii) the Operator becomes bankrupt or goes into liquidation or a petition has been filed for the bankruptcy or the winding up of the Operator otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Corporation Representative in writing or the Operator has become insolvent or made any composition or arrangement with its creditors;
- (ix) the Operator abandons the Contract in part or in whole, or the Operator suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (x) the Operator assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Corporation;

- (xi) the Operator has made a material misrepresentation (including submission of any incomplete, inaccurate, false or incorrect statement, information or document) during the Tender process of the Contract or otherwise from time to time during the Contract Period;
  - (xii) the Operator is found to have employed illegal workers in the performance of the Contract;
  - (xiii) any event or circumstance occurs which enables the Corporation to terminate the Contract under any one of the following provisions of the Contract:
    - (I) Clause 16(b) (Force Majeure); or
    - (II) Clause 23.3(c) of the Terms of Tender (Warranty against Collusion);
  - (ix) the Operator has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
  - (x) the continued engagement of the Operator or the continued performance of the Contract is contrary to the interest of national security; or
  - (xi) the Corporation reasonably apprehends that any of the events mentioned above is about to occur.
- (b) Notwithstanding anything herein to the contrary, the Corporation may at any time during the Contract Period suspend or terminate the Contract by giving the Operator one (1) month's prior written notice.
- (c) In the event that the Contract is terminated for whatever reason or upon expiry of the Contract Period:
- (i) neither any accrued rights or liabilities of either party, nor the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination or expiry, shall be affected;
  - (ii) subject to any rights and remedies which the Corporation may have under the Contract or otherwise (including any right of set off or counterclaim), the Corporation shall only pay to the Operator such portion of the Service Fee for such part of the Services actually performed by the Operator in strict accordance with the

Contract and to the satisfaction of the Corporation (if not paid already);

- (iii) other than any payment under Clause 10(c)(ii) above, the Corporation shall have no obligation to pay to the Operator any money whatsoever and is under no further obligation to the Operator under the Contract without thereby releasing the Operator from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Corporation by the Contract;
- (iv) the Corporation shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the Operator due to the termination or expiry of the Contract;
- (v) in the case of termination, the Operator shall be liable for all costs and expenses actually incurred by the Corporation arising from or in the termination of the Contract; and
- (vi) in the case of termination, the Corporation may, without prejudice to any accrued rights and claims of Corporation, make other arrangements for the performance or provision of any Services from any other source, including the assignment of the uncompleted Services to other operator(s) or undertake the Services itself. Whereupon in the case of termination pursuant to Clause 10(a) above, the Operator shall be liable to the Corporation for (1) the service fee incurred by the Corporation in engaging such other operator(s) to perform or provide the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting Tender for the uncompleted Services; or (2) the costs and expenses incurred by the Corporation for undertaking such Services (as the case may be), in excess of the Service Fee which would have been payable to the Operator had the Contract not been terminated as liquidated damages and not as a penalty. If the Contract is so terminated, until the Corporation has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Corporation to the Operator for the Services provided by the Operator prior to termination and in accordance with the Contract for which payment has yet to be made by the Corporation;
- (vii) the Operator and each member of the Service Team shall immediately return to the Corporation all property of the Corporation and all documents containing Confidential Information, personal data and such other information, property and materials in the possession or under the control of the Operator or any of its sub-

contractors and agents, which was obtained or produced in the course of providing the Services;

- (viii) the Operator and each member of the Service Team shall certify to the Corporation that after the return of the property and documents pursuant to Clause 10(c)(vii) above, no property or documents or any copy or duplicate thereof is in the Operator or any member of the Service Team's possession or control;
  - (ix) the Operator shall assist and co-operate with the Corporation to ensure an orderly transition of the provision of the Services to such person specified by the Corporation Representative and/or the completion of any work-in-progress;
  - (x) the Operator shall, within twenty-eight (28) days of the date of termination or expiry of the Contract, compile and submit to the Corporation a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of termination or expiry; and
  - (xi) the Operator shall promptly provide all information concerning the provision of the Services which may reasonably be requested by the Corporation for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing the Corporation or a replacement operator to conduct due diligence.
- (d) Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Operator) shall be payable by the Corporation to the Operator as a result of any suspension or termination of the Contract by the Corporation.

## **11. Conflict of Interest**

- (a) The Operator shall during the Contract Period and for six (6) months thereafter:
  - (i) ensure that it (including each member of the Service Team) and each of its sub-contractors, and each of their respective employees, officers and agents engaged in the discharge of the obligations under this Contract, shall not undertake any service, task or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts with, touches, concerns or affects the Services, or which may be seen to conflict with, touch, concern or affect the Services, without the prior written approval of the Corporation (which

shall not be unreasonably refused or delayed); and

- (ii) forthwith notify the Corporation 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 Operator (including each member of the Service Team) or any of the Operator's sub-contractors, or any of their respective employees, officers and agents deployed for the performance of the Operator's obligations under the Contract, conflict or compete, or may conflict or compete, or may be seen to conflict or compete with the Operator's duties to the Corporation under the Contract.
- (b) The Operator shall perform the Services under the Contract to the Corporation on an impartial basis without giving favour to any particular product, service or equipment in which the Operator has a financial, professional, commercial, personal, or other interest. The Operator shall notify the Corporation immediately and in writing of any actual or potential financial, professional, commercial, personal or other interests any member of the Service Team may have in, or any association or connection the aforesaid persons may have with, any product, service or equipment proposed or recommended by them under the Contract.
- (c) The Operator shall obtain from each member of the Service Team a binding undertaking to observe Clause 11(a) above.
- (d) The Operator shall ensure that each member of the Service Team shall inform the Operator and keep it informed regularly of all facts within their knowledge which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may conflict or compete, or may be seen to conflict or compete with the Operator's duties to the Corporation under the Contract.

## **12. Corrupt Gifts**

- (a) The Operator shall prohibit its directors, employees, agents and sub-contractors who are involved in the Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201). The Operator shall also caution their 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 Contract.



- (b) If the Operator or any of its directors, employees, agents or sub-contractors is found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other contracts with the Corporation, the Corporation may terminate the Contract immediately.

### **13. Ombudsman/Auditor Investigations and Recommendations**

- (a) Without prejudice to the Operator's liability to indemnify the Corporation under the Contract, in the event that the Ombudsman or the Corporation's internal and/or external auditors identify any unlawful practices or procedures being undertaken by the Operator in its performance of the Services or where any practice or procedure undertaken by the Operator has resulted in a finding of maladministration on the part of the Corporation, the Operator shall forthwith upon written notice from the Corporation Representative cease to operate the practice or procedure specified therein and shall amend the practice or procedure to the satisfaction of the Corporation Representative.
- (b) In the event where the Ombudsman or the Corporation's internal and/or external auditors make recommendations for the amendment and/or improvement of any of the practices or procedures undertaken by the Operator in its performance of the Services, the Operator shall amend the practice or procedure to give effect to the recommendations made.

### **14. Publicity**

- (a) Whether before, during or after the expiry or termination of the Contract Period, the Operator shall not use the Corporation's name in any document, publication, advertisement or publicity material without the prior written consent of the Corporation.
- (b) Subject to Clause 14(a) above, the Operator shall submit to the Corporation Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Services or the products, other services or equipment provided or supplied or other work done in connection with the Contract wherein the Corporation's name is mentioned or language used from which a connection with the Corporation can reasonably be inferred or implied. The Operator shall also be required to include any Government logo as required by the Corporation Representative from time to time in the publicity material. The Operator shall not publish or use any advertising or other publicity material without the prior written consent of the Corporation Representative.
- (c) Notwithstanding any consent or approval given under Clause 14(a) or 14(b) above, whenever required by the Corporation, the Operator shall remove all advertisement and

publicity material relating to the Contract wherein the Corporation or the Government is mentioned or language used from which a connection with the Corporation or the Government can reasonably be inferred or implied and the Operator must comply with such request.

## **15. Intellectual Property Rights**

- (a) All the Materials and all the Intellectual Property Rights therein shall vest in and belong to the Corporation at the time they are created.
- (b) In the event and to the extent that any part of the Materials or the Intellectual Property Rights therein is deemed for any reason not to vest in the Corporation pursuant to Clause 15(a) above, then upon the request by the Corporation, the Operator shall forthwith, free of charge to the Corporation, assign or otherwise transfer or cause to be assigned or otherwise transferred the same to the Corporation free of any encumbrance or compensation to the Operator.
- (c) The Operator shall not use or allow to be used directly or indirectly the Materials except for the performance of its obligations under the Contract or except with the prior written approval of the Corporation. “Use” includes any acts restricted by copyright (including reproduction) set out in sections 22 to 29 of the Copyright Ordinance (Cap. 528).
- (d) If materials from other copyright works or Intellectual Property Rights from other sources (except those originating from the Corporation) are included in the Materials or any software and materials are supplied or used by the Operator in the performance of the Contract and the Intellectual Property Rights are vested in a third party, the Operator shall identify such materials to the Corporation and keep the Corporation informed in writing of such third party materials.
- (e) The Operator hereby waives and undertakes to procure, at its own cost and expense, its officers, employees, sub-contractors, agents and all other persons who are involved in the production of Materials to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance (Cap. 528) and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of the Corporation, its authorised users and licensees and shall take effect upon delivery of the relevant Materials.
- (f) In the event of the expiry or termination of the Contract, the Operator shall at its own cost and expense promptly deliver to the Corporation all the Materials then in the Operator’s

custody, control or possession.

- (g) The Operator warrants to the Corporation that:
- (i) the Materials shall be original works created, developed or made by or on behalf of the Operator for the Corporation during the course of or in connection with the Contract;
  - (ii) the Operator has or shall have a valid and continuing licence under which it is entitled to use or sub-license such third party materials and the third party Intellectual Property Rights for itself and for the Corporation and its authorised users to use such third party materials;
  - (iii) prior to the use and incorporation of such third party materials, the Operator shall have obtained the grant of all necessary clearances for itself and for the Corporation and its authorised users authorising the use of such third party materials for the purposes contemplated under the Contract;
  - (iv) the provision of the Services by the Operator and the use or possession by the Corporation and its authorised users of the Materials including the third party materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights of any person; and
  - (v) the exercise of any of the rights granted under the Contract by the Corporation and its authorised users will not infringe any Intellectual Property Rights of any person.
- (h) The Operator shall, free of charge to the Corporation, do all such things and sign all documents or instruments reasonably necessary in the opinion of the Corporation to enable the Corporation to obtain, defend or enforce its rights in the Materials.
- (i) Without prejudice to any other provision of the Contract, the Operator shall indemnify and keep the Corporation and authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, losses, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature which may be sustained or incurred by the Corporation and its authorised users as a result of any allegation of or claim for infringement of the Intellectual Property Rights or innominate rights of any person arising from or in any way related to the Operator's performance of the Services, the use or possession of the Materials by the Corporation and its authorised users and/or the exercise by the Corporation and its authorised users of

any rights granted under the Contract.

- (j) The Operator shall at its own cost and expense execute or procure the execution of any further assignments, deeds, licence, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause 15.
- (k) The provisions of this Clause 15 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **16. Force Majeure**

- (a) In the event of Force Majeure, the party so prevented shall be excused from the performance of the obligations under the Contract for so long as such event shall continue. The party so prevented shall give notice in writing to the other party as soon as possible of the occurrence of the event of Force Majeure.
- (b) Should the performance by the Operator of its obligations hereunder be prevented by Force Majeure for a period of not less than fourteen (14) consecutive days, the Corporation shall be entitled at the expiration of such period to terminate the Contract by not less than fourteen (14) days' notice in writing to the Operator.
- (c) In the event that the Contract is terminated pursuant to Clause 16(b) above, the Operator shall be entitled to receive payment for the Services rendered to the Corporation up to the date of termination.
- (d) Subject to the provision in Clauses 16(b) and 16(c) above, in the event that performance of obligations under the Contract is delayed by Force Majeure, the parties shall diligently endeavour to achieve expeditiously the normal pursuit of the Contract after the event of Force Majeure and to regain the time lost. The Contract Period shall be extended by the number of days of delay that have been caused whether directly or indirectly by such event of Force Majeure unless a different extension shall be agreed between the parties. In all other respects, the obligations of the parties hereunder shall be unaffected.
- (e) For the purpose of this Clause 16, "Force Majeure" means:
  - (i) any supervening outbreak of war affecting Hong Kong and/or any other part of the PRC, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the PRC, civil war, riot, civil disturbances, supervening epidemic outbreak in Hong Kong and/or any

other part of the PRC, fire if not caused or contributed to by the Operator, its related persons (as defined in Clauses 25.6 and 25.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God; or

- (ii) any supervening catastrophic event which is similar to the foregoing, if not caused or contributed to by the Operator, its related persons (as defined in Clauses 25.6 and 25.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof,

and which, in either Clause 16(e)(i) or 16(e)(ii) above, prevents the performance of the Operator's duties and obligations hereunder; for the avoidance of doubt, any change of law and regulation of whichever jurisdiction shall not be treated as a Force Majeure event.

## **17. Confidentiality and Protection of Personal Data**

- (a) The Operator shall treat as proprietary and confidential the terms and conditions of the Contract, all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)), in whatever form or media, which the Corporation has for the purposes of the Contract supplied, made available or communicated to the Operator or which may come into the possession of or to the knowledge of or may be accessible by the Operator or any member of the Service Team in the course of carrying out the Services or performance of the Contract, and all advices, recommendations, documents, materials and data given by the Operator to the Corporation under the Contract (“Confidential Information”).
- (b) The Operator shall use the Confidential Information solely for the purposes of the Contract. The Operator shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use or allow to be used the Confidential Information for any other purposes without the Corporation’s prior written consent.
- (c) The Operator shall not disclose the Confidential Information to any third parties except in confidence to such of the Operator’s employees, agents or sub-contractors who need to know the same for the purposes of the Contract. Any disclosure of the Confidential Information by the Operator’s employees, agents or sub-contractors shall be deemed to be the default of the Operator.

- (d) The Operator undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- (e) The Operator shall not without the prior written consent of the Corporation Representative publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical or through any electronic medium, any article, photograph or illustration relating to the Contract.
- (f) The Operator shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Corporation from time to time.
- (g) The Operator shall, take all precautionary measures to, and ensure that each of the members of the Service Team, the Operator's employees, agents, sub-contractors and any other persons involved in the performance of the Contract shall preserve the integrity of all of the Confidential Information and prevent any corruption, disclosure or loss of any such Confidential Information. The Operator shall ensure that each of the members of the Service Team, the Operator's employees, agents, sub-contractors and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 17 and the Official Secrets Ordinance (Cap. 521).
- (h) The Operator shall take all necessary measures to ensure that each of the members of the Service Team, the Operator's employees, agents, sub-contractors and any other persons involved in the performance of the Contract is aware of and shall comply with the provisions of this Clause 17 by having each of them sign a written undertaking to such effect, the format of which shall be subject to the agreement of the Corporation Representative, before the Operator provides any of the Services. The Operator undertakes, if so requested by the Corporation, to deliver to the Corporation on such date as specified by the Corporation, separate confidentiality agreements duly executed by the Operator and/or each person to whom any Confidential Information is to be disclosed by the Operator in accordance with the Contract. The Operator shall not be regarded to have complied with this Clause 17(h) unless each confidentiality agreement is executed on terms prescribed by the Corporation.
- (i) The Operator further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- (j) Without prejudice to the provisions in this Clause 17 and any other provision of the Contract, if the Operator becomes aware of any breach of confidence by any of its

employees, agents or sub-contractors, it shall promptly notify the Corporation and give the Corporation all reasonable assistance in connection with any action or proceedings which the Corporation may take or institute against any such persons.

- (k) The Corporation may request the Operator in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause 17 and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Operator shall comply with any such request from the Corporation within seven (7) days of receipt of such request.
- (l) Without prejudice to any other provision of the Contract, the Operator shall indemnify and keep the Corporation and its authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, losses, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:
  - (i) a breach of confidence (whether under the Contract or general law) by the Operator or any of its employees, agents or sub-contractors;
  - (ii) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance (Cap. 486), which action and/or claim would not have arisen but for the act, negligence or omission of the Operator or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
  - (iii) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Cap. 593).
- (m) The provisions of this Clause 17 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination

## **18. Relationship of the Parties**

- (a) Nothing in the Contract shall be construed as in any way constituting a partnership, agency or joint venture between Corporation and the Operator. Unless otherwise expressly provided for in the Contract, the Operator has no authority to act in the name of, or on behalf of, or otherwise bind the Corporation.

- (b) The Operator enters into the Contract with the Corporation as an independent contractor only and shall at all times remain as an independent contractor throughout the Contract Period. The Operator shall not represent itself as an employee, agent or servant of the Corporation.
- (c) The Operator shall declare and make known to all its employees, agents and sub-contractors the provisions of this Clause 18.

## **19. Assignment and Sub-contracting**

- (a) Unless otherwise provided for in the Contract, the Operator shall not, without the prior written consent of the Corporation, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Operator shall be personal to it.
- (b) Acceptance of the Tender does not signify the Corporation's acceptance of any sub-contracting proposal set out in the Tender.
- (c) The Corporation may impose conditions either to be complied with by the Operator and/or any proposed sub-contractors before giving any approval under Clause 19(a) above including without limitation the execution of a sub-contractor's undertaking by the proposed sub-contractor in favour of the Corporation in such form and substance to be prescribed by the Corporation. Where the Corporation requests the same, a certified copy of the sub-contract shall be deposited with the Corporation within seven (7) days after the effective date of the sub-contract.
- (d) The Operator shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract. The Operator shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever level), and employees and agents of any such sub-contractor as it they were its own.

## **20. Entire Contract and Variation**

- (a) The Contract constitutes the whole agreement between the parties thereto and supersedes any and all previous agreements or arrangements between the parties relating to the subject matter hereof. The Operator acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Corporation.



- (b) Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an instrument in writing and duly signed by the Operator and the Corporation.
- (c) All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed to the satisfaction of the Corporation).

## **21. Severability**

In the event that any provision of the Contract or any part thereof is found by any authority or court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

## **22. Non-waiver**

- (a) Time is of the essence of the Contract but no failure, delay, forbearance or indulgence by the Corporation in exercising any right, power or remedy available to it under the Contract or at law or in equity shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any right, power or remedy. A right or a remedy of each party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- (b) Without prejudice to the generality of Clause 22(a) above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Corporation under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Corporation may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Corporation of any other right, power or remedy.

## **23. Set off**

Where the Operator has incurred any liability to the Corporation, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Corporation may set off, whether by way of equitable set off or at common law, the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability against any sum then due or which at any time thereafter may become due from the Corporation to the Operator under the Contract or any other contract made between the Corporation and the Operator.

## **24. Notices**

Each notice, demand, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address or fax number set out below (or such other postal address or fax number as the addressee has by not less than five (5) Working Days' prior written notice specified to the other party):

To the Operator: at the Operator's address or fax number as specified in Item I of Contract Schedule 1

To the Corporation: 13/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong

Attention: Assistant Secretary for Home and Youth Affairs (Home Affairs) 1

Fax Number: 2591 6002

Unless otherwise stated in this Contract, any such notices, demands, correspondences or other communications shall be addressed as provided in this Clause 24 and, if so addressed, shall be deemed to have been delivered as follows:

- (a) if delivered by hand on a Working Day, upon delivery at the address of the relevant party;
- (b) if delivered by registered post, on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent evidence;
- (c) if delivered by ordinary post, on the expiry of two (2) Working Days after the date of posting in Hong Kong; or
- (d) if delivered by facsimile, when dispatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

## **25. Governing Law and Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

## **26. Contracts (Rights of Third Parties) Ordinance (Cap. 623)**

The parties hereby declare that nothing in the Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

## **PART 3 – CONTRACT SCHEDULES**

### **CONTENT**

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION

CONTRACT SCHEDULE 2 – SERVICE PLAN AND SERVICE TEAM STRUCTURE

CONTRACT SCHEDULE 3 – PUBLICITY PLAN, OPERATIONAL ARRANGEMENTS,  
SERVICE MONITORING, QUALITY ASSURANCE,  
TRAINING PROGRAMMES AND PUBLIC EDUCATION  
PROGRAMMES

CONTRACT SCHEDULE 4 – WORKING TIMELINE

CONTRACT SCHEDULE 5 – PRO-INNOVATION PROPOSALS AND ESG PROPOSALS

CONTRACT SCHEDULE 6 – KNOWLEDGE AND EXPERIENCE IN THE ADDICTION  
COUNSELLING AND TREATMENT FIELD

CONTRACT SCHEDULE 7 – FEE PROPOSAL

**CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION**

**(In completing Contract Schedule, the Service Providers may adjust the spaces provided below.)**

Service Providers are required to provide the following details (including the company / organisation status and relevant experience of any sub-contractor who may be involved in the provision of the proposed Services):

**I. Details of Service Provider**

Name:			
Address:			
Telephone No.:			Fax No.:
Website:			

Please also list out the name, position and address of each director of the Service Provider where the Service Provider is a company incorporated / registered under the *Companies Ordinance*, or the name and address of each trustee where the Service Provider is registered/incorporated under the *Registered Trustees Incorporation Ordinance (Cap. 306)*(as the case may be):

Name and position:	Address:		
Name and position:	Address:		
Name and position:	Address:		
<i>(Please insert more rows for completion if appropriate.)</i>			

**II. Details of Contact Person of Service Provider**

Name:	Mr./Ms./Mrs.		
Post Title:			
Address:			
Telephone No.:			Fax No.:
Email Address:			

## CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

### III. Organisation Nature of Service Provider

Charitable Organisation\* ☐ Yes ☐ No

*\*Please “✓” the appropriate box.*

Please submit the following documentary evidence (as the case may be) to prove the eligibility of the Service Provider in compliance with Clause 3.1 of Part 1 – Terms of Tender.

- (a) Where the Service Provider is a charitable body corporate in Hong Kong which has been established by legislation, a certified true copy of:
- (i) the relevant ordinance; and
  - (ii) a valid document issued by the Inland Revenue Department certifying that the Service Provider is a Tax-Exempt Organisation.
- (b) Where the Service Provider is a company incorporated or registered under the Companies Ordinance, a certified true copy of:
- (i) a Certificate of Incorporation or a Certificate of Registration of Non-Hong Kong Company (as the case may be) issued under the Companies Ordinance; and
  - (ii) a valid document issued by the Inland Revenue Department certifying that the Service Provider is a Tax-Exempt Organisation.
- (c) Where the Service Provider is a trustee registered under the Registered Trustees Incorporation Ordinance (Cap. 306), a certified true copy of:
- (i) a Certificate of Incorporation issued/granted under the Registered Trustees Incorporation Ordinance (Cap. 306); and
  - (ii) a valid document issued by the Inland Revenue Department certifying that the Service Provider is a Tax-Exempt Organisation.

Name of Service  
Provider with  
Chop: \_\_\_\_\_

Name (in block letters) and  
Signature of Authorised  
Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

**IV. Background of Service Provider**

*(Please give a brief introduction on the background of the Service Provider, including its objectives, service targets, major activities/service, place of business, relevant IT knowledge and experience in delivering services to the Government Bureaux / Departments to operate the chatbot for public use, if any, etc.)*

**V. Details of Sub-contractor (if applicable)**

Name:

Address:

Telephone No.:

Fax No.:

Website:

**VI. Details of Contact Person of Sub-contractor (if applicable)**

Name: 

Mr./Ms./Mrs.

Post Title:

Address:

Telephone No.:

Fax No.:

Email Address:

Name of Service  
 Provider with  
 Chop:

Name (in block letters) and  
 Signature of Authorised  
 Person:

Telephone No.:

Fax No.:

Date:

## CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

### **VII. Organisation Nature of Sub-contractor (if applicable)**

Charitable Organisation\* ☐ Yes ☐ No

*\*Please “✓” the appropriate box.*

Please submit the following documentary evidence (as the case may be):

- (a) Where the Sub-contractor is a charitable body corporate in Hong Kong which has been established by legislation, a certified true copy of:
  - (i) the relevant ordinance; and
  - (ii) a valid document issued by the Inland Revenue Department certifying that the Sub-contractor is a Tax-Exempt Organisation.
- (b) Where the Sub-contractor is a company incorporated or registered under the Companies Ordinance, a certified true copy of:
  - (i) a Certificate of Incorporation or a Certificate of Registration of Non-Hong Kong Company (as the case may be) issued under the Companies Ordinance; and
  - (ii) a valid document issued by the Inland Revenue Department certifying that the Sub-contractor is a Tax-Exempt Organisation.
- (c) Where the Sub-contractor is a trustee registered under the Registered Trustees Incorporation Ordinance (Cap. 306), a certified true copy of:
  - (i) a Certificate of Incorporation issued/granted under the Registered Trustees Incorporation Ordinance (Cap. 306); and
  - (ii) a valid document issued by the Inland Revenue Department certifying that the Sub-contractor is a Tax-Exempt Organisation.

Name of Service  
Provider with  
Chop: \_\_\_\_\_

Name (in block letters) and  
Signature of Authorised  
Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_



**CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)**

**VIII. Background of Sub-contractor (if applicable)**

*(Please give a brief introduction on the background of the sub-contractor, including its objectives, service targets, major activities/services, place of business, relevant IT knowledge and experience in delivering services to the Government Bureaux / Departments to operate the chatbot for public use, if any, etc.)*

Name of Service Provider with Chop:	_____	Name (in block letters) and Signature of Authorised Person:	_____
Telephone No.:	_____	Fax No.:	_____
		Date:	_____

**CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)**

**IX. Information required under Clause 26.2 of the Terms of Tender**

- \*(a) I/We confirm that none of the events as mentioned in Clauses 26.2(a) to 26.2(d) of the Terms of Tender has ever occurred.
- \*(b) I/We confirm that the following event(s) as mentioned in Clauses 26.2(a) to 26.2(d) of the Terms of Tender has occurred:

Date	Details of the Event

*\*Please delete whichever is not applicable.*

**X. Declaration of Service Provider**

I/We certify that all the information given herein and in relation to this Tender is complete, true and accurate. I/We understand that any inaccurate information may render the Tender invalid. I/We also confirm that except the Service Fee and the amount agreed to be payable by the Corporation in writing for the Service Provider’s provision of the Additional Services (if any) accepted by the Corporation, no other funding has been or shall be received for any part of the Services from the Corporation or any third party.

Name of Service  
 Provider with  
 Chop:

Name (in block letters) and  
 Signature of Authorised  
 Person:

Telephone No.:

Fax No.:

Date:

**CONTRACT SCHEDULE 2 – SERVICE PLAN AND SERVICE TEAM STRUCTURE**  
**(In completing Contract Schedule, the Service Providers may adjust the spaces provided below.)**

Service Providers are required to state clearly their proposed service plan on the following areas:

**1. Detailed description of (a) design of the Services / proposed Service Plan and (b) composition of the proposed Service Team in pursuing the following Project Objectives:**

- offer preliminary advice to users through textual means round-the-clock so as to complement the existing services provided by the four counselling and treatment centres;
- target at participants of online gambling and gamblers who do not wish to receive counselling service at conventional counselling centres and encouraging them to receive further counselling services;
- facilitate the development of best practices and expertise in counselling and treatment services for gamblers with gambling disorder, as well as the requisite network with the concerned parties;
- reach out to the community and schools to provide the public and students with information about gambling disorder and preventive measures; and
- collate appropriate data and statistics for enhancing understanding about the behaviour and risk factors of gambling disorder.

**(a) Design of the Services / Proposed Service Plan** *(Please provide an attachment for the details)*

**(b) Composition of the proposed Service Team**

- (i) Service Providers are required to provide the **composition of the proposed Service Team**, such as the number of social workers, counsellors, clerical staff, etc. in the format set out in the following table. The maximum number of members in the proposed Service Team is preferred to be set at seven full-time staff.

<b>Job Title</b>	<b>Roles and Responsibilities</b>	<b>Qualifications / Specialities</b> <i>(please highlight in what ways these qualifications / specialities would contribute to the service delivery of the Smart Counselling Platform and the related Services)</i>	<b>Estimated Efforts</b> <i>(in man-days per month)</i>

<b>Job Title</b>	<b>Roles and Responsibilities</b>	<b>Qualifications / Specialities (please highlight in what ways these qualifications / specialities would contribute to the service delivery of the Smart Counselling Platform and the related Services)</b>	<b>Estimated Efforts (in man-days per month)</b>

- (ii) Service Providers are also required to provide information on the **awards received by the proposed Service Team or by the Service Providers** (as the case may be) in the format as set out in the following table:

<b>Time of Award</b>	<b>Name and other details of the Award</b>

## 2. Service Level Requirements

### *Mandatory Services*

- 2.1 The Operator's contractual obligations in respect of the output indicator numbers below are set out in Clause 5.1 of the Service Specifications. Service Providers may propose requirements beyond the minimum attainment level in respect of any or all of the output indicators in the third column of the following table:**

<b>2.1 Output Indicators (per year)</b>	<b>Minimum Attainment Level</b>	<b>Proposed Requirements beyond the Minimum Attainment Level (if any)</b>
Total number of chatbot enquiry cases	<b>2 400</b>	
Total number of new cases recruited from chatbot handled by the NGO (gamblers)	<b>120</b>	
Total number of online outreach contacts	<b>6 000</b>	

<b>2.1 Output Indicators (per year)</b>	<b>Minimum Attainment Level</b>	<b>Proposed Requirements beyond the Minimum Attainment Level (if any)</b>
Total number of new cases recruited from online outreach handled by the NGO (gamblers)	<b>30</b>	
Total number of counselling and treatment sessions provided	<b>600</b>	
Total number of mutual support / self-help group sessions organised	<b>40</b>	
Total number of staff training sessions	<b>2</b>	
Total number of public education programmes	<b>12</b>	
Total number of participants attending the public education programmes	<b>600</b>	
Total reach via different social media platforms	<b>100 000</b>	

**2.2 The Operator's contractual obligations in respect of the output indicator percentages below are set out in Clause 5.2 of the Service Specifications. Service Providers may propose requirements beyond the minimum attainment level in respect of any or all of the outcome indicators in the third column of the following table:**

<b>Outcome Indicators (per year)</b>	<b>Minimum Attainment Level</b>	<b>Proposed Requirements beyond the Minimum Attainment Level (if any)</b>
Percentage of cases achieving and maintaining complete abstinence for half a year upon termination of treatment (excluding social gambling)	60%	
Percentage of cases showing increased ability of control, and ability to manage the emotional, financial and other factors leading to their gambling activities	70%	
Percentage of cases closed with attainment of agreed goals in the case plans	70%	

Outcome Indicators (per year)	Minimum Attainment Level	Proposed Requirements beyond the Minimum Attainment Level (if any)
Percentage of cases with improvement in other aspects of the life of the gamblers with gambling disorder which are conducive to eliminating or reducing their gambling problems	75%	
Percentage of positive feedback from service-seekers on achievement of the Project Objectives and the effectiveness of the Services provided by the Operator in meeting the Project Objectives	90%	

***Additional Services (Optional)***

*(Please provide an attachment for the details if the space is insufficient.)*

**A. Details of the Additional Services**

**2.3 Service Providers may also propose the Additional Services to be provided, and the additional funding (if any) required, during the Contract Period. Shall the proposed Additional Services be accepted by the Corporation, they will be incorporated into the Contract. Service Providers are required to provide details of any proposed Additional Services in the following table:**

Proposed Additional Services	Objectives	Implementation Details	Target Group(s)	Additional Funding Required

**B. Output and Outcome Indicators for the Additional Services**

**2.4 Service Providers are required to propose output indicators and the minimum attainment level for any Additional Services they propose to offer in the following table:**

Proposed Additional Services	Proposed Output Indicators (per year)	Proposed Minimum Attainment Level

2.5 Service Providers are required to propose outcome indicators and the minimum attainment level for any Additional Services they propose to offer in the following table:

Proposed Additional Services	Proposed Outcome Indicators (per year)	Proposed Minimum Attainment Level

3. Overall intervention strategy in pursuing the Project Objectives including screening services/tools and data collection methods for assessing the severity, needs and profiles of the gamblers with gambling disorder; methods for reaching out and engaging the gamblers with gambling disorder to receive counselling and/or medical treatment.

4. Other relevant information (if any).

Name of Service  
 Provider with  
 Chop:

Name (in block letters) and  
 Signature of Authorised  
 Person:

Telephone No.:

Fax No.:

Date:

**CONTRACT SCHEDULE 3 – PUBLICITY PLAN, OPERATIONAL ARRANGEMENTS, SERVICE MONITORING, QUALITY ASSURANCE, TRAINING PROGRAMMES AND PUBLIC EDUCATION PROGRAMMES**

**(In completing Contract Schedule, the Service Providers may adjust the spaces provided below.)**

Service Providers are required to provide details in the following areas:

**A. Publicity Plan**

1. Concrete measures to publicise the Services and enhance accessibility of the Services to the target groups (if social media is used as a publicity strategy, please include viewership).

**B. Operational Arrangements**

1. Operational arrangements including Working Hours and shift patterns to ensure that the requirements of the Contract are met.
2. Human resources plan to ensure suitable professionals and personnel are timely recruited and engaged as members of the Service Team to provide the Services required under the Contract.
3. Financial control and accounting including the maintenance of proper books and records and supporting documents.
4. Sustainable development plan including analysis of case, development of knowledge base, publications, transfer of the chatbot, transfer of cases upon completion or termination of contract.



### **C. Service Monitoring**

1. Monitoring of implementation of the programme and reporting to the Corporation.
2. Case flow management, and case monitoring and client profiling.

### **D. Quality Assurance**

1. Quality assurance measures and mechanisms (e.g. service manual, guidelines, records, review system, regular meetings, etc.).

### **E. Training Programmes and Public Education Programmes**

1. **Staff training programmes** to be organised by the Service Provider to its staff including members of the Service Team; and professional training programmes organised by other professional organisations or NGOs that the Service Provider will arrange its staff including members of the Service Team to attend.

3. **Public education programmes organised by other organisations that the Service Provider will participate in** (i.e. by arranging its staff including members of the Service Team to give talks, participate in forums or provide workshops, etc. in such public education programmes) in the community and schools to help disseminate anti-gambling messages.

Chop:

Person:

Date:

## CONTRACT SCHEDULE 4 – WORKING TIMELINE

(In completing Contract Schedule, the Service Providers may adjust the spaces provided below.)

Service Providers are required to provide details on their working timeline for setting up of the Smart Counselling Platform and the related services in the following table:

Time	Details (Service Providers may add other actions items as appropriate.)	Remarks (if the answer is 'Yes', please provide a copy for the Assessment Panel's reference)
	Making ready an office for the staff of the Smart Counselling Platform and the related services	(Is there an office available?)
	Making ready a Service Team for the provision of the Services in accordance with the requirements of the Contract	(Is there an existing Service Team available?)
	Making ready the publicity plan for the provision of the Services	(Is there an existing publicity plan available?)
	Making ready the operational manual and service plan for the provision of the Services	(Is there an existing operational manual and service plan available?)

Name of  
Service Provider  
with Chop: \_\_\_\_\_

Name (in block letters) and  
Signature of Authorised  
Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

**CONTRACT SCHEDULE 5 – PRO-INNOVATION PROPOSALS AND ESG PROPOSALS**  
**(In completing Contract Schedule, the Service Providers may adjust the spaces provided below.)**

Service Providers should provide details of the proposed (a) pro-innovation proposals and (b) ESG proposals in the following table.

**(a) Pro-innovation proposals - Improving the Delivery of the Services**

Proposed pro-innovation proposals	Brief description on improvements / benefits / positive values that can bring about	How to implement	Relevant to which assessment criterion	Supporting documents (if any)

**(b) ESG Proposals – Measures to Improve Environmental Protection, Sustainability or Governance or Social Responsibility which may not be Directly Relevant to the Services**

Proposed ESG proposals	Brief description on improvements / benefits / positive values that can bring about	How to implement	Relevant to which assessment criterion	Supporting documents (if any)

Name of Service  
 Provider with  
 Chop:

Name (in block letters) and  
 Signature of Authorised  
 Person:

Telephone No.:

Fax No.:

Date:

**CONTRACT SCHEDULE 6 – KNOWLEDGE AND EXPERIENCE IN THE ADDICTION COUNSELLING AND TREATMENT FIELD**

(In completing Contract Schedule, the Service Providers may adjust the spaces provided below.)

Service Providers are required to provide details in chronological order their relevant **knowledge and experience in the addiction counselling and treatment field** in the following table:

Period	Type and Scope of Services	Details

Name of Service  
 Provider with  
 Chop:

Name (in block letters) and  
 Signature of Authorised  
 Person:

Telephone No.:

Fax No.:

Date:

**CONTRACT SCHEDULE 7 – FEE PROPOSAL**

**(The Service Providers should provide the Fee Proposal in Envelope B under seal.)**

The Service Providers should refer to **Part 4 – Service Specifications** for specific service requirements of the Mandatory Services and Additional Services.

Items (Notes)	Fee (HK\$)	Remarks (if any)
<b>I. Mandatory Services</b>		
<b>II. Additional Services (if any)</b>		
<b>Total</b>		

Notes:

- The Service Providers must provide detailed fee breakdown of the Mandatory Services and Additional Services, if any.**
- Acceptance of all or part of the Additional Services suggested by the Service Provider is subject to the final decision of the Corporation.
- The fee quoted for the Additional Services will NOT be taken into consideration in the fee assessment, but will contribute to the total contract sum. The fees for the Additional Services shall not exceed that of the Mandatory Services.

Name of Service  
Provider with  
Chop: \_\_\_\_\_

Name (in block letters) and  
Signature of Authorised  
Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

## PART 4 – SERVICE SPECIFICATIONS

### 1. Background

- 1.1 The Ping Wo Fund (“the Fund”) was set up in September 2003 to finance preventive and remedial measures to address the gambling-related problems. These measures include:
- (a) research and studies into problems and issues relating to gambling;
  - (b) public education and other measures to prevent or alleviate problems relating to gambling;  
and
  - (c) counselling, treatment and other remedial or support services for gamblers with gambling disorder and the individuals affected by them.
- 1.2 On provision of counselling, treatment and other remedial or support services, the Fund finances the operation of four dedicated centres to provide counselling and treatment services to gamblers with gambling disorder and the individuals affected by them. The four centres are Tung Wah Group of Hospitals Even Centre, Caritas Addicted Gamblers Counselling Centre, Zion Social Service Yuk Lai Hin Counselling Centre and Hong Kong Lutheran Social Service, LC-HKS, Sunshine Lutheran Centre.
- 1.3 At present, the Fund is also providing financial support to the operation of a programme titled Project i-Change 「i-Change 賭博輔導平台」. The programme, which features a virtual counsellor (a chatting robot, “Chatbot” system), is a pilot project operated by Evangelical Lutheran Church Social Service – Hong Kong with an aim to fill the gap of existing operation hours of counselling services by providing simulated counselling support service to problem gamblers 24 hours a day, 7 days a week. The Chatbot serves as an initial contact point to offer preliminary advice and encourage problem gamblers for further telephone and face-to-face counselling. The contract in relation to this programme will expire on 30 September 2024.
- 1.4 This Invitation to Tender **invites proposals for the provision of a Smart Counselling Platform and the related services for gamblers (including at-risk gamblers and gamblers with gambling disorder) and the individuals affected by them** for a three-year period from 1 October 2024 to 30 September 2027, or any other dates as approved by the Corporation Representative.

## 2. Project Objectives

- 2.1 The Smart Counselling Platform (“The Platform”) shall include a digital platform that utilizes Artificial Intelligence (AI) technology, such as machine learning (ML) and Natural Language Processing (NLP), to offer preliminary support and assistance to individuals with gambling-related problems round-the-clock. The Contractor of the Platform shall focus on providing online counselling and treatment services, online outreach and public education programmes as well as training for its staff.
- 2.2 The objectives of setting up and operating the Smart Counselling Platform and provision of the related services are to:
- (a) offer preliminary advice to users through textual means round-the-clock so as to complement the existing services provided by the four counselling and treatment centres;
  - (b) target at participants of online gambling and gamblers who do not wish to receive counselling service at conventional counselling centres and encouraging them to receive further counselling services;
  - (c) facilitate the development of best practices and expertise in counselling and treatment services for gamblers with gambling disorder, as well as the requisite network with the concerned parties;
  - (d) reach out to the community and schools to provide the public and students with information about gambling disorder and preventive measures; and
  - (e) collate appropriate data and statistics for enhancing understanding about the behaviour and risk factors of gambling disorder.

## 3. Scope of the Services

- 3.1 The Operator shall provide the **mandatory services set out in Clauses 3.4 to 3.25 below** (“Mandatory Services”) during the Contract Period.
- 3.2 Apart from the Mandatory Services, in their Tenders, Service Providers are encouraged to **propose and provide additional services** that will add value to the Mandatory Services in accordance with Clauses 3.25 and 3.26 below (“Additional Services”).



- 3.3 The annual minimum attainment levels of various output indicators and outcome indicators of the Mandatory Services are set out in Clauses 5.1 and 5.2 below. Service Providers are invited to propose in their Tenders qualitative and quantitative performance indicators for service delivery in the light of their operational experience, provided that they shall not have the effect of lowering any of the minimum attainment level specified in Clauses 5.1 and 5.2 below.

**(a) *Thematic website***

- 3.4 The Operator shall set up and operate a thematic website for the AI-powered Chatbot and the related materials such as assessment and screening tools, self-help resources offered on the Smart Counselling Platform.

**(b) *AI-powered Chatbot***

- 3.5 The Operator shall set up and operate an AI-powered Chatbot, instead of a rule-based one, and such Chatbot shall form the core part of the Smart Counselling Platform. The Chatbot shall be an interactive interface in the thematic website to respond to help seekers through textual means round-the-clock.
- 3.6 The Chatbot shall adopt a warm communication style in the dialogue with a view to attracting and encouraging more problem gamblers for further in-depth counselling. The Operator shall also take into account professional advice in respect of counselling in designing the Chatbot's dialogues and the respective communication style.
- 3.7 The Chatbot shall include a mechanism to trigger alert and support human intervention by trained counsellors to respond the user input to suit their needs and improve their satisfaction when necessary or during critical moments.
- 3.8 The Operator shall set up an arrangement to refer the cases identified by the Chatbot to the four conventional counselling centres for follow-up as deemed appropriate and to provide an option for help seekers to select the counselling centres for receiving further counselling.
- 3.9 The Operator shall provide online counselling and treatment services to help seekers. Face-to-face counselling and treatment services shall also be provided to help seekers as requested by them or as deemed necessary by the counsellors. Such services is ancillary to the online counselling and treatment services.
- 3.10 The Chatbot AI shall be set up in a Public Cloud Platform with three system environments:

System Environment(s)	Purpose(s)
(a) Production	Production for public use
(b) Development and Training	Development and Chatbot training
(c) UAT	User acceptance test

3.11 The core functions requirements of the Chatbot AI are set out below:

Core Functions	Description
Web-based Chatbot user interface (Chatbot AI)	A Custom Program of chatbot web application to be embedded in the thematic website to answer FAQs from the general public and provide appropriate URL links and related services information on the thematic website.
Message queue function	A message queue function for queueing user input received via the Chatbot AI.
Natural Language Processing (NLP)	The Chatbot AI should be able to understand and interpret natural language input from users, allowing for conversational interactions.
Intent Recognition	The Chatbot AI should be capable of accurately identifying and understanding the intent behind user queries or requests, enabling it to provide relevant responses.
Contextual Understanding	The Chatbot AI should be able to maintain context throughout a conversation, remembering previous interactions and using that information to provide more accurate and personalised responses.
Response Generation	The Chatbot AI should generate appropriate and meaningful responses based on user inputs and the context of the conversation. Responses should be coherent, concise, and relevant.
NLP search engine function	An NLP search engine function making use of NLP technology for accepting user input in natural language received via the Chatbot AI and searching indexed contents for respond.

Core Functions	Description
Analytics and Reporting functions	The Chatbot AI should provide analytics and reporting features, allowing system administrator to view statistics, monitor its performance, track user interactions, and gain insights for continuous improvement.
Online live chat function	To trigger alert and support human intervention to respond the user input received via the Chatbot AI to suit users' needs and improve user satisfaction when necessary.
Knowledge Base Integration	The Chatbot AI should be integrated with a knowledge base or database containing relevant information about training data, commonly asked questions and conversation history with members of the public of the Chatbot AI. This integration enables the Chatbot AI to provide accurate and up-to-date information to users.
Error Handling and Fallback Mechanism	The Chatbot AI should have a robust error handling system in place to handle queries it cannot understand or respond to. It should be able to provide appropriate fallback responses or escalate the query to a human operator, if necessary.
Training and Maintenance	During the Contract Period, the contractor should provide ongoing training and maintenance for the chatbot, ensuring that it continues to learn and improve over time. This may involve periodic updates, retraining, and addressing any issues or bugs that arise.

3.12 The Operator is responsible for project management of the work assignment relating to the Chatbot and it may include an IT vendor as Sub-contractor(s) in its Proposal in response to the invitation for Proposal from the Corporation. The duties of the project management services will include the following:

- (a) be responsible for the total project management and act as a single contact point to the Corporation regarding all related activities of the work assignment;
- (b) resolve conflicts and crisis during the entire work assignment life cycle;
- (c) oversee and monitor the progress of various activities during the work assignment life cycle to ensure that these activities are completed according to the implementation schedule and meeting the work assignment requirements;

- (d) plan and schedule meetings at appropriate time during the work assignment life cycle, to prepare meeting agenda, to chair and to take notes for all the meetings with various parties;
- (e) report progress, follow up all outstanding issues with all related parties, suggest solutions and resolve difficulties throughout the work assignment;
- (f) carry out any other activities which are necessary for the satisfactory completion of the work assignment.

- 3.13 The Operator's assignment team or Sub-contractor(s) as a whole, and each individual within the team, should have the necessary qualification or experience of conducting projects of similar nature and scope of those required in this work assignment.
- 3.14 The Operator or the IT vendor to be engaged by the Operator as Sub-contractor(s), if any, shall be either from the list of contractors in Category A of the Standing Offer Agreement for Quality Professional Services 5 (SOA-QPS5)<sup>1</sup> maintained by Office of the Government Chief Information Officer (OGCIO) or has proof to show its experience in delivering services to the Government Bureaux / Departments to operate the chatbot for public use as a contractor or a sub-contractor. The Operator or the IT vendor, if any, shall be conversant with the latest chatbot development and trends and possess the necessary and relevant IT knowledge and experience to effectively run the Smart Counselling Platform or to support the Operator to effectively run the Smart Counselling Platform.
- 3.15 The submitted proposal should describe how the assignment team would be structured in providing the services, and provide a full description of the experience of all designated team members and their proposed roles in the work assignment.
- 3.16 The Operator is required to comply with the security requirements set out at **Annex D** and the Government regulations, policies, standards, guidelines, methodologies and quality requirements set out at **Annex E**.
- 3.17 The Operator needs to adopt mobile friendly design to provide good user experience with different devices (including desktop, notebook computers, tablets and smartphones) in accordance to the "Common Look and Feel Guidelines and Design Specifications" (see Annex E).

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<sup>1</sup> The list of contractors in the Standing Offer Agreement for Quality Professional Services 5 maintained by OGCI is at [https://www.ogcio.gov.hk/en/our\\_work/business/business\\_window/contractor\\_list.html#soa-qps](https://www.ogcio.gov.hk/en/our_work/business/business_window/contractor_list.html#soa-qps).

### Transition Services Requirements

- 3.18 Upon the completion of the service contract or contract termination, the Operator shall handover all relevant duties of the Website including the Chatbot to the new operator including documentation on the website design, website structure documentation, script, database, directory and file naming convention, setting of database connection and sub-domain of web server, etc. and those related to the Chatbot. It should be done upon contract termination or two weeks before contract ends.
- 3.19 During the transition period, the Operator is required to plan and work closely with the new operator to ensure a smooth takeover of duties and information which include, but not limited to, all updated electronic files and all backups, such as source code and artwork. The Operator shall provide all necessary assistance to facilitate the handover activities and relevant data transition works at no cost to the Corporation, where necessary.
- 3.20 The Operator has to provide a USB Flash Drive / external hard disk containing the content of the entire Website (HTML, graphic files, databases, scripts and source files, etc.) and documentation within three working days after the Contract Period ends or upon contract termination.

#### **(c) *Online outreach***

- 3.21 The Operator is required to conduct online outreach in popular social media and content communities to identify at-risk gamblers in the online community who are not willing to seek help through traditional means.

#### **(d) *Counselling and Treatment Services***

- 3.22 The Services shall be delivered in accordance with the following three levels:

##### **(a) Level 1 Services**

- (i) Chatbot and online outreach services as the first point of contact, providing general service information, initial online screening, counselling and referral services; and
- (ii) self-help information packages for dissemination to persons seeking help over the Chatbot ;

##### **(b) Level 2 Services**

- (i) online counselling services via video conferencing, face-to-face counselling and treatment services should also be provided to supplement the online services;
- (ii) consultation and counselling services provided by registered social workers and/or counsellors with post-graduate qualifications in counselling and clinical psychologist

as appropriate;

(iii) suitable referral services as appropriate; and

(c) Level 3 Services

- (i) psychiatric and medical treatment and/or other alternative methods of treatment for the more severe cases provided directly by the Operator, or indirectly through allied private practitioners with costs to be borne by the Operator.

(e) ***Public Education Programmes and other Publicity***

3.23 The Operator shall organise public education programmes or participate in public education programmes organised by other organisations (i.e. by arranging its staff including members of the Service Team to give talks, participate in forums or provide workshops, etc. in such public education programmes) in the community and schools to help disseminate anti-gambling messages. Such activities are important for prevention of gambling problems.

3.24 The Operator shall also promote the Platform via social media platforms so as to introduce the Platform to the general public and to reach out to the at-risk gamblers and gamblers with gambling disorder and those affected by them.

(f) ***Staff Training Programme***

3.25 The Operator shall organise specific training programmes to its staff (including members of the Service Team) or arrange their attendance of professional training programmes organised by other professional organisations or NGOs to refresh their knowledge and service techniques and to help them stay abreast of the latest developments in the addiction counselling and treatment field.

(g) ***Additional Services***

3.26 Service Providers are encouraged to include in their proposals new elements of service scope for the gamblers with gambling disorder and the corresponding means of service delivery. The proposals may include any addition to the existing service scope (e.g. services targeting at those exposed to online gambling, credit betting, or junkets, etc.), new means of service delivery (e.g. outreaching services, online services, etc.), or addition of specific groups at risk of gambling. In considering what Additional Services (if any) the Service Providers may propose, Service Providers may make reference to the recommendations made in the Study of Hong Kong People's Participation in Gambling Activities ([https://www.donotgamble.org.hk/en/pdf/research/gambling\\_report\\_2021.pdf](https://www.donotgamble.org.hk/en/pdf/research/gambling_report_2021.pdf)). See Chapter 7 of the report and paragraph 7.1.2 in particular. The proposals shall set out the service scope, the service deliverables and the means of qualitative and quantitative performance evaluation, provided that they shall not have the effect of lowering the minimum attainment level specified

in Clauses 5.1 and 5.2 below.

- 3.27 The Operator shall provide Additional Services proposed in its quotation as a Service Provider to the extent as accepted by the Corporation. Save as otherwise expressly provided for in the Contract, the Corporation shall not reimburse or compensate the Operator for all or any costs, expenses, losses and liabilities which may be incurred or suffered by the Operator in providing such Additional Services.

#### **4. Working Timeline**

- 4.1 Service Providers shall set out in Contract Schedule 4 the working timeline for completion of each critical milestone, which shall include all essential items conducive to the smooth commencement of the operation of the Smart Counselling Platform and the provision of the Services on 1 October 2024, or any other dates as approved by the Corporation Representative, including preparation of the premises, manpower, publicity and operational manual and service plan. Unless otherwise approved by the Corporation Representative in advance, the Operator shall comply with the working timeline in Contract Schedule 4 submitted by it in its proposal in its preparation for the commencement of the operation of the Platform and the provision of the Services.

#### **5. Service Level Requirements**

- 5.1 The Operator shall provide the Mandatory Services according to the respective output indicators numbers as proposed by the Operator in the table under Clause 2.1 of its Contract Schedule 2 and accepted by the Corporation. Each of such output indicator numbers shall not be less than the corresponding minimum attainment level set out in the said table.
- 5.2 The Operator shall provide the Mandatory Services according to the respective outcome indicator percentages as proposed by the Operator in the table under Clause 2.2 of its Contract Schedule 2 and accepted by the Corporation. Each of such outcome indicator percentages shall not be less than the corresponding minimum attainment level set out in the said table.
- 5.3 In the event that the Operator fails to meet any of the required minimum level of performance standards mentioned in Clauses 5.1 and 5.2 above and to make any improvement of the same, the Corporation may terminate the Contract immediately by written notice. Without prejudice to Clause 10 of the Conditions of Contract and to any rights and claims of the Corporation under the Contract or otherwise at law, upon the Corporation's issue of a notice of termination in accordance with this Clause 5.3:
- (a) the Corporation may suspend payment to the Operator of all or any part of the Service Fee or any instalment thereof; and

- (b) the Operator shall return to the Corporation any unspent amount of the Service Fee or any amount of the Service Fee in respect of Services that have not been provided by the Operator in accordance with the Contract and to the satisfaction of the Corporation.

## **6. Internal Control and Reporting Requirements**

- 6.1 The Operator shall use the Service Fee for the sole purpose of paying the expenses incurred in the operation of the Smart Counselling Platform and the provision of the Mandatory Services. Other than those amount agreed to be payable by the Corporation in writing for the Operator's provision of the Additional Services (if any) accepted by the Corporation, no funding in addition to the Service Fee shall be paid by the Corporation under this Contract. The Operator shall not make any profit out of or in relation to the operation of the Platform or the provision of the Services. For the avoidance of doubt, the Corporation shall not accept any liabilities or financial implications beyond the Service Fee.
- 6.2 The Operator shall maintain an effective and sound financial management system, including budget planning, projection and cash flow management, accounting, internal control system and auditing. It shall maintain proper books and records and supporting documents on income and expenditure relating to the Smart Counselling Platform and the related services and shall make them available for inspection by the Corporation Representative at the Corporation Representative's request.
- 6.3 The Operator shall cause to be kept proper books of account regarding:
  - (a) all sums of money received and expended by the Operator in respect of the operation of the Smart Counselling Platform and the provision of the Services, and the particulars of such receipt and expenditure;
  - (b) all sales and purchases of goods and services by the Operator in respect of the operation of the Smart Counselling Platform and the provision of the Services; and
  - (c) the assets and liabilities of the Operator in respect of the operation of the Smart Counselling Platform and the provision of the Services.
- 6.4 Within ninety (90) days from the end of each year during the Contract Period, the Operator shall provide to the Corporation its income and expenditure account for the previous year and its balance sheet as at the date the income and expenditure account is made up in respect of the operation of the Smart Counselling Platform and the provision of the Services, audited by an auditor registered under the Professional Accountants Ordinance (Cap. 50) and signed by two (2) authorised representatives of the Operator, e.g. Chairperson, Head of organisation or Head



of Social Welfare Services.

- 6.5 Unless otherwise agreed in writing by the Corporation, any unused Service Fee at the expiry or early termination of the Contract must be refunded to the Corporation within ninety (90) days from such expiry or termination. If the Operator wishes to retain the surplus Service Fee, full justifications have to be provided for consideration by the Corporation. The Corporation shall have the absolute discretion to decide whether or not the surplus Service Fee can be retained by the Operator, and is not obliged to provide any reasons for its decisions thereof.
- 6.6 The Operator shall submit to the Corporation a quarterly statistics report once every three (3) months during the Contract Period. The statistics report shall follow the Template of Statistics Report at **Annex F**.
- 6.7 In addition to the performance indicators mentioned in Clauses 5.1 and 5.2 and any additional output/outcome indicators proposed by the Operator in its proposal and accepted by the Corporation, the Operator shall establish and implement a self-evaluation mechanism to assess the effectiveness of its operation of the Smart Counselling Platform and its performance of the Services in meeting the Project Objectives. The Operator shall submit to the Corporation one (1) interim self-evaluation report within sixty (60) days from the end of each year during the Contract Period and one (1) final self-evaluation report within sixty (60) days from the date of expiry of the Contract Period or early termination of the Contract. The final self-evaluation report shall include an evaluation of the effectiveness of all of the Services provided by the Operator during the Contract Period in meeting the Project Objectives, supported by a summary of questionnaires setting out the satisfaction rates of the service-seekers. It shall also highlight and explain any emerging trend(s) in respect of gambling addiction.
- 6.8 The provisions of this Clause 6 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **7. Dedicated Bank Account**

- 7.1 The Operator shall keep a dedicated bank account (“Dedicated Bank Account”) for the sole purpose of meeting the costs and expenses in the operation of the Smart Counselling Platform and the provision of the Services. Such Dedicated Bank Account shall be a Hong Kong Dollar account established and maintained with a licensed bank in Hong Kong under the Banking Ordinance (Cap. 155).
- 7.2 The Operator shall cause all monies received from the Corporation for the purposes of this Contract to be paid into, and all relevant costs and expenses to be paid out of, the Dedicated Bank Account.

## **8. Supervision**

- 8.1 In the course of provision of the Services, the Operator shall comply with all reasonable instructions as may be given from time to time by the Corporation or the Corporation Representative in connection with the Services.

### **Security Requirements**

The Contractor is required to comply with the following **security requirements** and ensure the provisions will be observed:

- (a) The Contractor shall comply with and assure that the provisions of the data protection principles and Personal Data (Privacy) Ordinance (Cap. 486), where appropriate;
- (b) The Contractor shall treat as confidential all information, drawings, specifications, documents, contracts, design materials and all other data (including without limitation any personal particulars records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)) and materials of any nature (in or on whatever media) relating to the affairs or business of the Government or designated as confidential by the Government or which is by its nature confidential, which may come into the possession of the Contractor, the Contractor's employee, or any employee, agent or subcontractor of the Contractor as a result of or in connection with the provision and performance of Services;
- (c) The Contractor shall not at any time during or after the provision of the Services divulge or allow to be divulged to any person any such confidential information other than to the Relevant Employees and any other employees, officers, agents or contractors who need to know the same for the purpose of carrying out the work assignment and have signed an undertaking on non-disclosure as approved by the Government;
- (d) The Contractor shall provide and enforce proper software, configuration and procedure to protect the Website against unauthorised access. The Contractor shall review the access rights of user accounts periodically against unauthorised or outdated access. The Contractor shall monitor and review the Platform periodically against suspicious access. The Contractor shall report to the Fund immediately if potential security breach is observed.
- (e) The Contractor shall ensure that the Relevant Employees and any other persons engaged on any work in connection with the work assignment are aware of and comply with the provisions of the above and the Official Secrets Ordinance (Cap. 521). The Contractor indemnifies the Government against any loss or damage, which the Government may sustain or incur as a result of any breach of confidence by any of such persons;
- (f) The Contractor shall acknowledge that all the materials provided to them for the purpose of this assignment remain the properties of the Government. These materials must be returned and they must never be re-distributed to any third parties without the written consent of the Government;

- (g) The Contractor shall maintain proper records for all operational activities, such as sign in/out of the system. The records shall be available for inspection upon request by the Fund;
- (h) The Contractor shall maintain proper records for all system changes, such as contents updated, regular security patches and regular virus signature updates. The records shall be available for inspection upon request by the Fund;
- (i) The Contractor, under any circumstances, shall refrain from performing any unsafe operations onto Government equipment and systems which might possibly lead to data integrity problems, data corruption and even data leakage. Moreover, the Contractor shall not install any virus and/or malicious code in the government systems;
- (j) The Contractor shall enforce proper procedure to protect backup media of the Platform against unauthorised access;
- (k) Should the work assignment terminate, either normally at the end of the work assignment period or prematurely due to any reasons, the Contractor shall return all related materials belonging to the Government or information collected from the Government within 3 working days of the termination including both hard copies and soft copies;
- (l) Documents collected by the Contractor for this work assignment must be returned to the Fund at the end of the project and no copies in whatever form should be kept by the Contractor;
- (m) The Contractor shall take all possible measures to protect the collected information and to avoid the leakage of the information to other parties, during and after the Service; and
- (n) All members of the Contractor team shall have read and understood the security requirements of Baseline IT Security Policy (S17) prior to entering service agreement with the Fund. The S17 could be downloadable at the following location:-  
[https://www.ogcio.gov.hk/en/information\\_cyber\\_security/government](https://www.ogcio.gov.hk/en/information_cyber_security/government).

**Government regulations, policies, standards, guidelines,  
methodologies and quality requirements**

The Contractor shall comply with the following **Government regulations, policies, standards, guidelines, methodologies and quality requirements** which can be downloaded at <https://www.ogcio.gov.hk/>:

- (a) Baseline IT Security Policy;
- (b) IT Security Guidelines;
- (c) Practice Guide for Information Security Incident Handling;
- (d) Common Look and Feel Guidelines and Design Specifications;
- (e) Personal Data (Privacy) Ordinance (Cap. 486) (PD(P)O).

## TEMPLATE OF STATISTICS REPORTS

### I. Service Statistics

* As set out in the invitation to Tender. A separate sheet should be used for the additional services with indicators proposed by the Service Providers.										
Perfor- mance Indica- tors  Month and Year	Total number of chabot enquiry cases	Total number of new cases recruited from chatbot handled by the NGO (gamblers)	Total number of online outreach contacts	Total number of new cases recruited from online outreach handled by the NGO (gamblers)	Total number of counselling and treatment sessions provided	Total number of mutual support / self-help group sessions organised	Total number of staff training sessions	Total number of public education programmes	Total number of participants attending the public education programmes	Total reach via different social media platforms
Minimum Mandatory Attainment Level (per year)*	2 400	120	6 000	30	600	40	2	12	600	100 000
Jan (year)										
Feb (year)										
Mar (year)										
Apr (year)										
May (year)										
Jun (year)										
Jul (year)										
Aug (year)										
Sep (year)										
Oct (year)										
Nov (year)										
Dec (year)										

II. Profile of Service-seekers

Profile of Service-seekers (Gamblers)			[Name of Operator]												
Month			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumulative
1	Gender 性別	Male 男													
		Female 女													
2	Age 年齡	18 or below 18 歲或以下													
		19													
		20													
		21													
		22 to 25													
		26 to 29													
		30 to 39													
		40 to 49													
		50 to 59													
		60 or above 60 歲或以上													
		No Information 沒有資料													
3	Education Level 教育程度	No Education 未曾接受教育													
		Primary School 小學													
		Secondary School 中學													
		Tertiary Education / University 專上程度 / 大學													
		No Information 沒有資料													
4	Marital Status 婚姻狀況	Single 未婚													
		Married 已婚													
		Widowed 鰥寡													
		Divorced 離婚													
		Separated 分居													
		Cohabited 同居													
		Remarried 再婚													
		Others 其他													
		No Information 沒有資料													
5	Occupation 職業	Self-employed 自僱													
		Service Industry 服務業													
		Professional 專業人士													
		Clerical 文職													

Profile of Service-seekers (Gamblers)			[Name of Operator]												
<i>Month</i>			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumulative
		Civil Servant 公務員													
		Technician 技術人士													
		Unemployed 失業													
		On CSSA 綜援													
		Unemployed and CSSA 失業及綜援													
		Student 學生													
		Housewife 家庭主婦													
		Others 其他													
		No Information 沒有資料													
6	Monthly Income 每月收入	No Income 沒有收入													
		\$5,000 or below 5000 元或以下													
		\$5,001 to \$10,000													
		\$10,001 to \$15,000													
		\$15,001 to \$20,000													
		\$20,001 to \$25,000													
		\$25,001 to \$30,000													
		\$30,001 to \$40,000													
		\$40,001 or above 40,001 元或以上													
		No Information 沒有資料													
7	Source of Referral 轉介來源	Self-referred 自我轉介													
		Service-seeking in Person 親身前往求助													
		Service-seeking by Phone 致電求助													
		Online Service-seeking 網上求助													
		Service-seeking through outreach team 透過外展服務求助													
		Relatives 親屬轉介													
		Organisation 機構轉介													
		Others 其他													
		No Information 沒有資料													



Profile of Service-seekers (Gamblers)			[Name of Operator]												
Month			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumulative
8	Types of Gambling (Can choose more than one option) 賭博形式	Casino 賭場													
		Horse Racing 賭馬													
		Illegal Horse Racing 非法賭馬													
		Soccer Betting 賭波													
		Illegal Soccer Betting 非法賭波													
		Mahjong 麻雀													
		Online Gambling 網上賭博													
		股票期貨													
		Mark Six 六合彩													
		外圍賭檔													
		Others 其他													
9	Age of Starting Gambling 開始賭博年齡	10 or below 10 歲或以下													
		11 to 15													
		16 to 20													
		21 to 25													
		26 to 30													
		31 to 35													
		36 to 40													
		41 to 50													
		51 or above 51 歲或以上													
		No Information 沒有資料													
10	Years of Gambling 賭博年期	0 to 5 years													
		6 to 10 years													
		11 to 15 years													
		16 to 20 years													
		21 to 30 years													
		31 to 40 years													
		41 to 50 years													
		51 years or above 51 年或以上													
		No Information 沒有資料													
11	Gambling Debt 賭債	No debt 沒有債務													
		\$50,000 or below 5 萬元或以下													
		\$50,001 to \$100,000													
		\$100,001 to \$200,000													

Profile of Service-seekers (Gamblers)			[Name ofOperator]												
Month			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumu-lative
		\$200,001 to \$300,000													
		\$300,001 to \$400,000													
		\$400,001 to \$500,000													
		\$500,001 to \$600,000													
		\$600,001 or above													
		600,001 或以上													
		Bankrupt 破產													
		No Information 沒有資料													
12	Presented Problems 賭博問題	Physical Health Problems 身體健康問題													
		Financial & Debt Problems 財務問題													
		Emotional Problems 情緒問題													
		Mental Health Problems 精神健康難題													
		Insomnia 失眠													
		Work-related Problems 工作出現問題													
		Unemployment 失業													
		Accommodation Problems 住屋問題													
		Family Relationship Problems 家庭關係問題													
		Interpersonal Relationship Problems 相處問題													
		Schooling Problems 學業問題													
		Legal Difficulties (Criminal Charge) 法律													
		Suicidal/Self-harm 自殺/自毀													
		與家人同歸於盡													
13	District of Residence 居住區域	Outlying Islands 離島													
		Kwai Tsing 葵菁													
		North 北區													
		Sai Kung 西貢													
		Tseung Kwan O 將軍澳													
		Sha Tin 沙田													
		Tai Po 大埔													
		Tsuen Wan 荃灣													
		Tuen Mun 屯門													

Profile of Service-seekers (Gamblers)			[Name ofOperator]												
Month			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumu-lative
		Yuen Long 元朗													
		Tin Sui Wai 天水圍													
		Central & Western 中西區													
		Eastern 東區													
		Kowloon City 九龍城													
		Kwun Tong 觀塘													
		Sham Shui Po 深水埗													
		Southern 南區													
		Wan Chai 灣仔													
		Wong Tai Sin 黃大仙													
		Yau Tsim Mong 油尖旺													
		Overseas 海外/境外													
		No Information 沒有資料													
14	Level of Severity of the Gambling Problems (Assessment Tools to be suggested by Service Providers) 賭博問題嚴重程度 (評估方法由服務提供者建議)														
	e.g. DSM-5	0-3 questions (At Risk)													
		4-5 questions (Problem Gamblers)													
		6-7 questions or above (Pathological)													
		8-9 questions or above (Pathological)													
		No Information													

## PART 5 – OFFER TO BE BOUND

1. Having read the Tender Documents, I / we, the Service Provider mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
2. I / We, the Service Provider mentioned below, do hereby agree to carry out the Services at the Service Fee and such other amount (if any) accepted by the Corporation in writing, subject to and in accordance with the terms and conditions of the Tender Documents.
3. I / We, also certify that the particulars given by me/us below, are correct:
  - (a) The number of my / our / the company / body corporate's Business Registration Certificate issued under the Business Registration Ordinance (Cap. 310) / Certificate of Incorporation issued under the Companies Ordinance or Registered Trustees Incorporation Ordinance / Certificate of Registration of Non-Hong Kong Company issued under the Companies Ordinance is \_\_\_\_\_
  - (b) The date of expiry of my / our / the company / body corporate's Business Registration Certificate / Certificate of Incorporation / Certificate of Registration of Non-Hong Kong Company is \_\_\_\_\_
  - (c) I am/We are/The company is covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:  
Name of Insurance Company \_\_\_\_\_  
Period covered by the Policy is from \_\_\_\_\_ to \_\_\_\_\_  
Brief particulars of the cover provided and any special conditions are as follows:  
\_\_\_\_\_  
\_\_\_\_\_
  - (d) The registered office / principal place of business of the company / body corporate is situated at \_\_\_\_\_ Hong Kong

Signed by the Service Provider / Signed by an :  
authorised signatory for and on behalf of the  
Service Provider

Name of the Service Provider :

Name and title of the authorised signatory :  
(where applicable)

Date :

- Notes:
- (i) All the particulars required above must be completed.
  - (ii) Strike out clearly alternatives which are not applicable.