

To : CHAIRMAN, QUOTATION OPENING TEAM
HOME AND YOUTH AFFAIRS BUREAU OF THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION OF THE PEOPLE'S REPUBLIC OF CHINA
2/F ENTRANCE, EAST WING, CENTRAL GOVERNMENT OFFICES, 2 TIM MEI AVENUE,
TAMAR, HONG KONG

TENDER LABEL

Tender Reference No. : HYAB PWF/32/37/2025 Closing Date : 2:30 p.m. on 18 November 2024

NOTES

1. This proposal MUST be placed in the Home and Youth Affairs Bureau (HYAB)'s Quotation Box located at the 2/F Entrance, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong AT OR BEFORE 2:30 p.m. (Hong Kong time) on the closing date specified.
2. The supplier is requested to return his/her quotation in a **PLAIN ENVELOPE** which should bear no reference to the name of the supplier and be properly sealed. The **TENDER LABEL** at the upper portion of this form must be affixed on the envelope.
3. If the supplier is unable to make an offer, return of the tender documents is NOT REQUIRED. However, it would be much appreciated if the supplier would complete the lower portion of this form and return it to the HYAB by post in a **PLAIN ENVELOPE** with the **TENDER LABEL** affixed on the envelope before the closing date specified. This will enable the HYAB to understand the supplier's reason for not submitting proposal which may take this into consideration in the next procurement exercise.
4. Each submission, irrespective of whether it is with or without an offer, must be put in an individual envelope. It is not acceptable to put more than one proposal in the same envelope.
5. Proposal may be lodged from 9:00 a.m. to 6:00 p.m. from Monday to Friday (except public holiday).
6. Proposal will not be accepted if it is sent by post with inadequate postage.
7. Late proposal will not be considered.
8. If a rainstorm black warning or typhoon signal No. 8 or above is hoisted between 9:00 a.m. and 2:30 p.m. on the closing date, the tenderclosing date/time will be extended to 2:30 p.m. on the next day, except Saturday, Sunday and public holiday.

To : The Chairman, Quotation Opening Team, Home and Youth Affairs Bureau

With reference to your quotation enquiry (Ref. : _____)

Closing Date : _____), I regret that I am unable to make a quote due to the following reasons :

(Please tick against the box where applicable)

<u>Reasons</u>	<u>Remarks (if any)</u>
<input type="checkbox"/> Requirement is out of our range of supply/service.	_____
<input type="checkbox"/> Specifications cannot be met.	_____
<input type="checkbox"/> Delivery schedule cannot be met.	_____
<input type="checkbox"/> Quotation closing date cannot be met.	_____
<input type="checkbox"/> Quantity required is too small.	_____
<input type="checkbox"/> Others (Please specify)	_____

Signature : _____

Name in Block Letters : _____

Name of Company : _____

Date : _____

(Company Chop)



**The Government of the Hong Kong Special Administrative Region
Home and Youth Affairs Bureau
Invitation for Services**

Tender Ref.: HYAB PWF/32/37/2025 **Tender Form**

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed *in duplicate* and enclosed in a sealed plain envelope marked “**Tender Ref.: HYAB PWF/32/37/2025**” and addressed to the Chairman, Tender Opening Team, Home and Youth Affairs Bureau (HYAB) of the Government of the Hong Kong Special Administrative Region of the People’s Republic of China and must be deposited in the HYAB’s Tender Box situated at the 2/F Entrance, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong **at or before 2:30 p.m. on 18 November 2024 (Monday)**. Late tender will not be accepted.

INTERPRETATION

PART 1 – TERMS OF TENDER

PART 2 – GENERAL CONDITIONS OF CONTRACT

Details on Interpretation, Terms of Tender and General Conditions of Contract used for bidding for provision of services to the HYAB are contained in tender document issued by the HYAB and any subsequent addendum issued.

PART 3 – SERVICE SPECIFICATIONS, SCHEDULES AND ANNEXES

Attached to this Tender form (if any).

Dated this 25 day of October 2024

Ms Remy CHAN, EO(HA)1

(Name and position of officer)

PART 4 - OFFER TO BE BOUND

1. Having read the Tender Document, I/we, the Supplier mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.

2. I/We, the Supplier mentioned below, do hereby agree to carry out all and any of the Services at the Unit Price(s) quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Document.

3. I/We, also certify that the particulars given by me/us below, are correct:-
 - (a) The number of my/our/the Company's Business Registration Certificate is

 - (b) The date of expiry of my/our/the Company's Business Registration Certificate 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 of the Company is situated at _____ Hong Kong

Signed by the Supplier / Signed by an authorised signatory :
for and on behalf of the Supplier _____

Name of the Supplier : _____

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

Date : _____

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

PART 5 – MEMORANDUM OF ACCEPTANCE

On behalf of the HYAB,

I, _____
(name and position of officer)

accept your Tender for the Contract relating to the following Item(s). A copy of each document constituting the Contract is hereby attached for identification purposes.

.....
.....
.....
.....
.....

Dated this _____ day of _____ 20 _____

Signed by the said _____

in the presence of : _____



The Secretary for Home and Youth Affairs Incorporated
The Ping Wo Fund

INVITATION TO TENDER

**for Provision of Services for Setting-up and Operating a
Publicity Truck for the Ping Wo Fund**

INTERPRETATION

1. Interpretation

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

- “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 Document, 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 Document;
- “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;
- “Public holiday” has the meaning given to “public holiday” in the Interpretation and General Clauses Ordinance (Cap. 1);
- “Service Fee” means the amount specified in Clause 7(a) of the Conditions of Contract, which is payable by the Corporation to the Operator under the 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;
- “Services” means all duties, obligations and services 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;
- “Tender Document” has the meaning given to it in Clause 1 of the Terms of Tender;
- “Validity Period” means the period described in Clause 7.1 of the Terms of Tender;

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 Document 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 Document or the Contract.
- (n) Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
- (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 Document shall bear such meaning whenever it appears in the same and other parts of the Tender Document.
 - (r) Words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Document 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 Document 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 Document

1.1 The tender document comprise the following:

	Interpretation
Part 1	Terms of Tender
	Annex A – Assessment Criteria
	Annex B – Non-Collusive Tender Certificate
Part 2	Conditions of Contract
Part 3	Service Specifications
Part 4	Offer to be Bound
Part 5	Contract Schedules
	Contract Schedule 1 – Service Provider Information
	Contract Schedule 2 – Relevant Knowledge and Experience
	Contract Schedule 3 – Execution Plan and Annexes

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

2 Invitation to Tender

2.1 This Invitation to Tender invites tenders for the provision of services for setting up and operating a Publicity Truck for the Ping Wo Fund for a Contract Period of **24 months tentatively from 1 January 2025 to 31 December 2026**. The Service Provider should be responsible for the planning, organisation and delivery of Services for the whole project.

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 to be invalid and not to be considered further**. Originals or certified true copies of the originals of all documentary proof of the Service Provider’s eligibility shall be provided in the tender.

3.2 The Service Provider shall **have relevant experiences of similar mobile publicity truck services for the Government or other organisation(s) in Hong Kong**. The Service Provider shall provide a list with past experience on providing similar mobile publicity truck services implemented in Hong Kong with Special Vehicle Permit issued, and attach photo(s) / design to the tender for the reference of the Corporation.

3.3 Failure to comply with the essential requirements mentioned in Clauses 3.1, 3.2 and 4.4, will invalidate the tender and the tender shall not be further considered.

4 Tender Preparation

4.1 A tender and all accompanying documents should be completed in English or Chinese and in ink or typescript. A tender not so completed will not be further considered.

4.2 The Service Provider should complete and submit in its tender, all the following documents:

- (a) Part 4 – Offer to be Bound (Part 4 of the Tender Form);
- (b) Contract Schedule 1 – Service Provider Information;
- (c) Contract Schedule 2 – Relevant Knowledge and Experience;
- (d) Contract Schedule 3 – Execution Plan and Annexes;
- (e) originals or certified true copies of the originals of all documentary proof of the Service Provider’s eligibility required in Clause 3.1;
- (f) supporting documents to show the Service Provider has the relevant experience of similar mobile publicity truck services required in Clause 3.2 (e.g. photos / design of the Service Providers’ previous similar mobile publicity truck services); and
- (g) Annex B – Non-Collusive Tender Certificate.

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 duly completed Contract Schedules 1 to 3 and Annexes, a duly signed Offer to be Bound (Part 4 of Tender Form), and the originals or certified true copies of the originals of all documentary proof of the Service Provider’s eligibility required in Clause 3.1 and the supporting documents to show the Service Provider has the relevant experience of similar mobile publicity truck services required in Clause 3.2. 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 Document, a Service Provider shall not alter any provision of the Tender Document or submit any proposal that has the effect of varying or modifying any provision of the Tender Document. 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 Tender Closing Date

- 5.1 The tender shall be enclosed in a sealed plain envelope marked “**Tender Reference No.: HYAB PWF/32/37/2025: Tender for the Provision of Services for Setting-up and Operating a Publicity Truck for the Ping Wo Fund**” and submitted to the Tender Box of Home and Youth Affairs Bureau situated at the 2/F Entrance, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong **no later than 2:30 p.m. on 18 November 2024 (Monday)**. **Late tenders will not be accepted.**
- 5.2 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 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 Document before the Closing Date which will be posted on the Ping Wo Fund website at 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 Cancellation of Tender Exercise

- 9.1 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.
- 9.2 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).

10 Method of Assessing Tenders

- 10.1 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, 3.2 and 4.4. Only those tenders that comply with all the essential requirements under the Tender Document will be further assessed on the assessment criteria set out in **Annex A**.
- 10.2 An Assessment Panel will be formed to assess the submitted proposals. Service Providers whose tenders comply with all the essential requirements under the Tender Document may be invited to present their proposals before the Assessment Panel and to clarify any points of their proposals shortly after the submission of proposals, if necessary.

11 Authenticity of Documents Submitted

11.1 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.

12 Service Provider's Commitment

12.1 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.

12.2 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 12.1.

13 New Information

13.1 A Service Provider should inform the Corporation in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Document. 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.

14 Personal Data Provided

14.1 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).

14.2 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 14.1, or the disclosure pursuant to Clause 22 of the Terms of Tender.

14.3 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.

14.4 Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to the Corporation or the Personal Data Privacy Officer of HYAB.

15 Operators' Performance Monitoring

15.1 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.

16 Cost of Tender

16.1 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.

17 Request for Information

17.1 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 17.2, 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 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.

17.2 The document and information not covered by Clause 17.1 are:

- (a) a signed Offer to be Bound; and
- (b) any other document or information in respect of which it is specified in the Tender Document 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.

17.3 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.

18 Negotiations

18.1 The Corporation reserves the right to negotiate with any Service Provider in relation to the Service Provider’s tender and/or the Contract.

19 Award of Contract

19.1 Subject to the other provisions of the Tender Document, 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 Document and has the highest marks.

19.2 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.

19.3 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.

20 Acceptance

20.1 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 the Offer to be Bound / 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.

20.2 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).

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

21 Documents of Unsuccessful Service Providers

21.1 The Corporation may destroy all documents submitted by unsuccessful Service Providers three months after the Contract has been constituted under Clause 20.1.

22 Consent to Disclosure

22.1 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.

22.2 Nothing in Clause 22.1 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 22.1) 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 22.1, to the extent the information relates to a Service Provider, with the prior written consent of that Service Provider.

23 Warranty against Collusion

23.1 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 paragraph 23.2), 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.

23.2 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.

23.3 In the event that a Service Provider is in breach of any of the representations, warranties and/or undertakings in Clause 23.1 or in Non-collusive Tender Certificate submitted by it under Clause 23.2, the Corporation shall be entitled to, without compensation to any person or liability on the part of the Corporation:

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

23.4 By submitting a tender, a Service Provider is regarded to have undertaken to indemnify and keep indemnified the Corporation 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 paragraph 23.1 or in Non-collusive Tender Certificate submitted by it under paragraph 23.2.

23.5 A breach by a Service Provider of any of the representations, warranties and/or undertakings in Clause 23.1 or in Non-collusive Tender Certificate submitted by it under Clause 23.2 may prejudice its future standing as a contractor or service provider of the Corporation.

23.6 The rights of the Corporation under Clauses 23.3 to 23.5 are in addition to and without prejudice to any other rights or remedies available to it against the Service Provider.

24 Warning against Bribery

24.1 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.

24.2 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.

25 Corporation's Discretion

25.1 Notwithstanding anything to the contrary in these Tender Document, 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 25.1(a) to 25.1(g) are separate and independent, and shall not be limited by reference to or inference from the other of them.

25.2 For the purposes of Clause 25.1, 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 25.1(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 25.1(c); and
- (d) details of all breaches or performance deficiencies of the Service Provider or a related person as mentioned in Clause 25.1(d).

If none of the events as mentioned in Clauses 25.2(a) to 25.2(d) above has ever occurred within the applicable period as mentioned above, the Service Provider shall provide a statement to that effect at the time of submission of its tender. Clause IX of Contract Schedule 1 in Part 3 is relevant. If found missing, the Corporation reserves the right to seek clarification pursuant to Clause 25.3.

25.3 In addition to the information mentioned in Clause 25.2, 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 25.1.

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 25.2(b) or details of any breaches or performance deficiencies referred to in Clause 25.1(d), details of any serious crimes or serious offences referred to in Clause 25.1(e), of any professional misconduct, acts or omissions referred to in Clause 25.1(f).

25.4 If the Service Provider fails to comply with the request made by the Corporation pursuant to Clause 25.3 within such time as required by the Corporation or has otherwise submitted false, inaccurate or incomplete information, the Corporation may disqualify the Service Provider pursuant to Clause 25.1(b).

25.5 In providing the information required under Clauses 25.2 and 25.3, 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.

25.6 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.

25.7 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 25.1(d), 25.1(e), 25.1(f), 25.1(g) or Clause 25.2(b).

25.8 Notwithstanding anything to the contrary in the Quotation 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.

26 Enquiries

26.1 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

26.2 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.

Marking Scheme and Assessment criteria

All proposals received will be checked to determine its compliance with all the **essential requirements as set out in Clause 3 in the Terms of Tender** and on whether all the **documents required in Clause 4.2 in the Terms of Tender have been submitted**. Failure to comply with the essential requirements or submit the required documents including Contract Schedules 1 to 3 and Annexes and Offer to be Bound on or before the Tender Closing Date will render a tender invalid and will not be considered further.

2. The maximum total marks are 100 and are divided into two parts: Part A on the assessment of the quality of the Technical Proposal is allocated a maximum mark of 85 and Part B on the assessment of the experience of the Service Provider is allocated a maximum mark of 15. There is no passing mark for the total marks scored in the assessment. **A passing mark of 17 is set for Assessment Criteria (1) to (4) in Part A**, which is 25% of the maximum mark of Part A (excluding the marks reserved for innovative suggestions). Service Providers that do not attain the passing mark of 17 for Assessment Criteria (1) to (4) in Part A will not be considered further.

Assessment Criteria	Maximum Marks
(A) Execution Plan (Maximum mark is 85; passing mark is 17)	
(1) Service and Operational Plan (Notes 1 and 5)	25
(2) Design and Equipment / Facilities Plan (Notes 2 and 5)	15
(3) Publicity, Service Monitoring and Quality Assurance Plan (Notes 3 and 5)	15
(4) Safety and Contingency Plan (Notes 4 and 5)	13
(5) Innovative suggestions (Note 7)	17
(a) Pro-innovation proposals – directly relevant to the Services;	
(b) Environmental protection, sustainability or governance or social responsibility (ESG Proposals) – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services	
Sub-total for (A)	68 + 17
(B) Service Provider’s Relevant Knowledge and Experience (Maximum mark is 15; there is not a passing mark.)	
(6) Background and relevance of knowledge and experience of the Service Provider in providing similar mobile publicity truck services for non-commercial purpose in Hong Kong and/or services for prevention and alleviation of gambling-related problems (Note 6)	15
Sub-total for (B)	15
Total	100

Explanatory Notes for Assessment

Note 1: for Assessment Criterion (1) – Service and Operational Plan

The Service and Operational Plan should cover the following items:

- (a) details of the arrangements to ensure the smooth operation of the publicity truck including the human resources plan and the working timeline for setting up the publicity truck;
- (b) details of the arrangements to achieve the objectives of engaging the target audience and disseminating anti-gambling messages to the public, including the project theme of the publicity truck, different types of games, workshops, talks, exhibition and education programmes provided as well as the proposed list of schools and locations to visit;
- (c) a mechanism to assess and review the effectiveness of the publicity truck.

Marks will be given according to the marking guidelines provided in Note 5 below.

Note 2: for Assessment Criterion (2) – Design and Equipment / Facilities Plan

The Design and Equipment / Facilities Plan should cover the following items:

- (a) interior and exterior design and layout of the publicity truck as well as the equipment / facilities to be provided on the publicity truck;
- (b) refer to Clause 5 of the Services Specifications and propose a vehicle to be used as the publicity truck. The Service Provider may make counter proposals on the requirements of the truck for consideration and acceptance of the Corporation.

Marks will be given according to the marking guidelines provided in Note 5 below.

Note 3: for Assessment Criterion (3) – Publicity, Service Monitoring and Quality Assurance Plan

The Publicity, Service Monitoring and Quality Assurance Plan should cover the following items:

- (a) publicity and promotional strategies and measures to publicise the publicity truck, reach out the target audience and attract them to visit the publicity truck. The promotion strategies should also support the major publicity campaigns (e.g. anti-gambling campaign for World Cup 2026) conducted by the Ping Wo Fund during the contract period;
- (b) qualitative and quantitative performance indicators for service delivery for monitoring and measuring the performance of their proposed services. The proposed output indicators should not have the effect of lowering the minimum attainment level specified in Clause 4.6 of the Service Specifications;
- (c) quality assurance measures and mechanisms (e.g. service manual, guidelines, records, review system, regular meetings etc.) for monitoring the implementation of the programme and reporting to the Corporation.

Marks will be given according to the marking guidelines provided in Note 5 below.

Note 4: for Assessment Criterion (4) – Safety and Contingency Plan

The Safety and Contingency Plan should cover the following items:

- (a) fallback plans of operation to cater for the unfortunate event of another epidemic outbreak in the community;
- (b) details of the arrangements to ensure that a safe environment is provided for visitors to get on and leave the publicity truck;
- (c) details of the operational arrangements in case of urgent maintenance or emergency situations, such as inclement weather or unwell of driver.

Marks will be given according to the marking guidelines provided in Note 5 below.

Note 5: for Assessment Criteria (1) to (4)

Assessment of the Proposed Plans

Marks (excluding those reserved for innovative suggestions) will be given to Assessment Criteria (1) to (4) in accordance with the following five-grade scale approach:

Grade	Grade will be given if the proposed plan is:	Percentage of Maximum Marks
Very Good	<ul style="list-style-type: none"> ● highly effective and practicable; and ● provides clear, logical and detailed information on all listed items. 	100%
Good	<ul style="list-style-type: none"> ● effective and practicable; and ● provides clear, logical and detailed information on more than 75% of the listed items. 	75%
Satisfactory	<ul style="list-style-type: none"> ● generally effective and practicable; and ● provides clear, logical and detailed information on more than 50% of the listed items. 	50%
Fair	<ul style="list-style-type: none"> ● generally practicable; and ● provides information on all listed items. 	25%
Poor	<ul style="list-style-type: none"> ● impracticable; or ● fails to provide information on any one of the listed items. 	0%

Note 6: for Assessment Criterion (5) – Service Provider’s Relevant Knowledge and Experience

Assessment will be based on Service Provider’s relevant knowledge and experiences of similar mobile publicity truck services for the Government or other organisation(s) in Hong Kong as presented in the tender. For the purpose of counting the experience of a Service Provider, “experience” means years of experience of the Service Provider on providing similar mobile publicity truck services operated in Hong Kong with Special Vehicle Permit in the past ten years and experiences in providing services for prevention and alleviation of gambling-related problems in the past ten years. Assessment will be based on the aggregate number of years of experience in the past ten years immediately preceding the Tender Closing Date.

Marks will be given according to the marking guidelines below.

Grade	Range of Marks	Guidelines for Assessment of Grade if the Bidder:
Very Good	10-15	possesses aggregate of 6 years or more years’ experience
Good	7-9	possesses aggregate of 5 to less than 6 years’ experience.
Satisfactory	4-6	possesses aggregate of 3 to less than 5 years’ experience.
Fair	1-3	possesses aggregate of 2 to less than 3 years’ experience.
Poor	0	possesses aggregate of less than 2 years’ experience.

Note 7: Marking Guidelines for Innovative Suggestions

Service Providers are encouraged to make innovative suggestions in their proposed plans for Assessment Criteria (1) to (3). 17 out of the maximum mark of 85 marks for Part A are reserved for assessing innovative suggestions (i.e. maximum marks of 6 marks, 3 marks and 3 marks for innovative suggestions in their proposed plans for Assessment Criteria (1) to (3) respectively and 5 marks for ESG proposals).

Service Providers shall spell out clearly the improvements, benefits or positive values that the proposed innovative suggestions can bring to the Corporation or the public in quantifiable and measurable terms where possible as well as provide sufficient information, supporting documents and evidence to substantiate the claimed improvements, benefits or positive values. Marks will not be given to any pro-innovation proposal which is commonly found in the market and/or already implemented under the existing contract.

The marks for innovative suggestions will be given to pro-innovative 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 quotation 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 Centre.

Marks will not be given to any pro-innovation proposal which is commonly found in the market and/or already implemented under the existing contract.

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.

Service Providers shall indicate clearly what positive values can be brought by the ESG proposal, with sufficient implementation details of each ESG proposal. Marks will not be given to any pro-innovation proposal / ESG proposal which contractor 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:

Assessment Criterion	Maximum Mark
(1) Service and Operational Plan	6
(2) Design and Equipment / Facilities Plan	3
(3) Publicity, Service Monitoring and Quality Assurance Plan	3
Total:	12

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

Percentage of Maximum Mark	Marking Standard
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:

Percentage of Maximum Mark	Marking Standard
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 pro-innovation proposals / ESG proposals 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 Assessment Panel 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 (4), all practicable pro-innovation proposals and ESG proposals included in the proposed plans submitted by the successful Service Provider for Assessment Criteria (1) to (3) 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.

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 sub-contracting 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 sub-contracting 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 Paragraph 23.1 of the Terms of Tender, the Corporation may exercise any of the rights under Paragraphs 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 :

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 24 months, starting from the publicity truck kick off to services**. The Contract Period is tentatively from 1 January 2025 to 31 December 2026.

2. Provision of the Services

- (a) The Operator shall set up a publicity truck and take charge of its operation for delivery of the Services according to the Service Specifications and the Contract Schedules during the Contract Period. The Operator shall also provide all of the Services at such place and 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 publicity truck ready for operation no later than 16 October 2024 (unless agreed otherwise with the Corporation Representative), including but not limiting to all necessary design and arrangement for setting-up of the publicity truck. The Operator shall also be responsible for taking charge of the operation of the publicity truck, planning and delivery of the Services, and reinstatement of the truck (if necessary) by the expiry of the Contract Period. The Operator shall bear all costs, expenses and liabilities associated with the use of the truck and delivery of the Services for the Contract, including but not limiting to the costs, expenses and liabilities in relation to the fitting-out, equipping and renovation works, operation, staff employment and reinstatement of the truck by the expiry of the Contract Period. No additional funding shall be provided by the Corporation for these purposes.
- (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.

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 publicity truck 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 perform and provide 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 Centre is located, the Operator shall be responsible for making good the damage at his 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 in accordance with the Contract to the satisfaction of the Corporation, the Corporation shall pay the Operator a fixed sum of **HK\$4,500,000 (“Service Fee”) in ten instalments** in accordance with the conditions set out in this Clause 7.
- (b) Except for the 1st instalment of the Service Fee in the first year of the Contract Period which shall be payable by the Corporation upon acceptance of the offer and after confirmation of the final design of the publicity truck and service plan. For the 2nd instalment, the Operator shall submit an invoice with a letter and supporting documents to confirm the readiness of the publicity truck to deliver Services. For each of the remaining instalments of the Service Fee, the Operator shall submit an invoice, together with the performance records of the Services for the last three months within fourteen (14) days of the respective date of invoice set out below. For the 6th instalment, also an interim self-evaluation report. For the final instalment (10th instalment), the Operator shall submit an invoice with a final self-evaluation report and an audited report for its income and expenditure for this Contract for acceptance of the Corporation.

Instalment	Amount (HK\$)	Date of Invoice
1 st	500,000	Upon acceptance of offer and confirmation of the final design of the publicity truck and service plan

Instalment	Amount (HK\$)	Date of Invoice
2 nd	500,000	When the publicity truck is ready to kick off to services in all aspects, such as the truck construction is completed and up to the satisfaction of the Corporation and the required Special Vehicle Permit is granted by the Transport Department.
3 rd	437,500	3 months after the publicity truck has kicked off to service
4 th	437,500	6 months after the publicity truck has kicked off to service
5 th	437,500	9 months after the publicity truck has kicked off to service
6 th	437,500	12 months after the publicity truck has kicked off to service and submission of an interim self-evaluation report
7 th	437,500	15 months after the publicity truck has kicked off to service
8 th	437,500	18 months after the publicity truck has kicked off to service
9 th	437,500	21 months after the publicity truck has kicked off to service
10 th	437,500	Upon the satisfactory completion of the Contract and submission of the final self-evaluation report and audited report by the Operator
Total (HK\$):	4,500,000	

Note

The Service Fee may be deducted according the actual expenditure for setting-up and running of the Publicity Truck. Besides, 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 as mentioned at Clause 15.5 of the Service Specifications.

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) 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 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.

- (d) 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 of HYAB in the manner described below:

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

Attention: EO(HA)1

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

- (e) The Service Fee is inclusive of all charges for the provision of all of the Services, including but not limited to the setting up and operation of the publicity truck and the provision of the Services proposed to be provided by the Operator in its tender. 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.
- (f) 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.
- (g) 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.
- (h) 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 related to the Publicity Truck 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; or
 - (I) Clause 16(b) (Force Majeure); or
 - (II) Clause 23.3(c) of the Terms of Tender (Warranty against Collusion);
 - (xiv) 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;
 - (xv) 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 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 is mentioned or language used from which a connection with the Corporation 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 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 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) The Operator shall submit the proposed sub-contract to the Corporation for approval. The Corporation reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. 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.
- (c) 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 and the Operator shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.
- (d) The Operator shall be responsible for all acts, defaults or neglect of its employees, agents, sub-contractors (including the members of the Service Team) as if they were its own acts, omissions or defaults.

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 Working Days' prior written notice specified to the other party):

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

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

Attention: EO(HA)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 – SERVICE SPECIFICATIONS

1. Purpose

- 1.1 The specifications set out (a) the background and objectives for launching the publicity truck for the Ping Wo Fund (“the Fund”); and (b) the scope of services to be undertaken by the successful bidder (“the Operator”).

2. Background

- 2.1 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 related 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.
- 2.2 The Fund engaged an NGO through an open bidding exercise to set up and operate an anti-gambling publicity truck which serves as a mobile resources centre for outreaching to schools and the community for a period from June 2018 to September 2020. Though the publicity truck programme was well received by schools and the general public, the programme was temporarily suspended in view of the uncertainty of the development of COVID-19. Upon resumption of normalcy of the society, the publicity truck programme was resumed in October 2022.
- 2.3 As the publicity truck programme has proven to be a useful instrument for outreaching to schools and the community to disseminating the anti-gambling messages, the Fund will launch a fresh round of publicity truck programme with details set out in the ensuing clauses.

3. Project Objectives

- 3.1 The main objectives of setting up and running the publicity truck are:
- (a) to step up the publicity and outreaching efforts of the Fund in preventing and alleviating gambling-related problems;

- (b) to cultivate positive values among the primary and secondary students in order to prevent them from being involved in gambling;
- (c) to educate the general public, especially the young people, about the negative consequences of excessive gambling and also the risks involved in various new and popular gambling channels; and
- (d) to increase the public awareness of gambling-related problems and how to seek assistance in case of need.

3.2 The target audience of the publicity truck are primary and secondary students, parents and the general public, in particular the at-risk youth.

4. Scope of the Services

4.1 The Operator shall be responsible for the rental / procurement, construction, installation, operation and maintenance of the publicity truck, obtaining all relevant permits / licences and other related services, which include but not limit to the services set out in the Specifications.

4.2 The publicity truck, which carries the logos of the Fund and/or any other logos as requested by the Corporation, shall be in the form of a mobile resources centre, containing reference materials and related exhibitions as well as interactive devices for use by visitors on board the truck. The publicity truck should target to outreach to schools and the community during the Contract Period.

4.3 The Operator should also develop programmes and teaching aids / materials to meet the specific needs of primary and secondary school students and parents; and targeted audiences in the community. A wide range of programmes such as interactive games, competitions, storytelling workshops, talks, seminars, and community education programmes and exhibitions shall be conducted during the Contract Period at schools and other locations and venues in the community including (public) housing estates. The programmes proposed should reach a vast number of students, young people, parents, teachers and members of the public and should have enduring and positive effect on promotion of relevant messages among the targeted audiences.

4.4 The Operator may identify at-risk gamblers and their significant others among members of the public at early stage and refer them to seek help.

4.5 The Operator should demonstrate how they could support the major publicity campaigns (e.g. anti-gambling campaign for World Cup 2026) conducted by the Fund in the peak of mega football events and other programmes of the Fund as requested by the Corporation.

4.6 The publicity truck shall visit primary and secondary schools, and other locations and venues in various districts across the territory including (public) housing estates during the Contract Period. The Operator is encouraged to deepen collaboration with organisations at the district level so as to create synergy and better serve those in need. The list of schools, locations and venues proposed by the Operator should be agreed by the Corporation. The Operator shall also meet the following minimum requirements during the Contract Period –

	Output Indicators (per year)	Minimum Attainment Level (per year)
1.	Number of primary / secondary school visits conducted	70
2.	Number of community visits conducted	50
3.	Number of visitors on board the publicity truck	3 250
4.	Number of participants of the programmes related to the publicity truck	10 000
5.	Number of at-risk gamblers and their significant others referred to the counselling and treatment centres	125
6.	Number of consultation for at-risk gamblers and their significant others rendered	500*
7.	Number of target audiences reached through various publicity measures	60 000

* At least 125 consultations should be provided for at-risk gamblers.

4.7 The Operator should give two weeks prior notification to the Corporation about the list of schools / venues / locations that the publicity truck will visit.

4.8 Service Providers are invited to propose in their proposals qualitative and quantitative performance indicators for service delivery in the light of its operational experience, provided that they should not have the effect of lowering the minimum attainment level specified in Clause 4.6.

4.9 The Operator shall observe the guidelines issued by the Centre for Health Protection for property management for conducting cleansing and disinfection for the publicity truck and other relevant guidelines issued by the Government from time to time and draw up fallback plans of operation when necessary during the Contract Period.

4.10 In the event where the Operator fails to meet any of the required minimum level of performance standards mentioned in Clauses 4.6 and 4.8 and to make any improvement of the same, the Corporation may terminate the Contract 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 4.12:

- (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.

5. Requirements of the Truck

5.1 The Operation shall use one vehicle in good condition, decorated and equipped with the materials based on the information as detailed below for operating the publicity truck throughout the Contract Period. From the contract start day, the service period of the vehicle shall NOT be over four (4) years since its "Date of First Registration". The size of the vehicle shall be at least 5 tonnes, well air-conditioned in a reasonably stable and comfortable condition (24 °C +/-2).

5.2 The Operator shall ensure the power generator will not release bad smell and dark smoke during operation. The Operator shall arrange cleaning of the power generator once every month or at such time when necessary. If exhaust air or irregularities of the power generator were found, the Operator shall replace or fix the power generator before the next service day.

5.3 The Operator shall provide sufficient and stable electricity supply which is capable for supporting of all facilities, equipment and operations of the Publicity Truck. Extension power strip for electricity supply will NOT be considered.

5.4 Energy saving lighting shall be provided for illuminating in the Publicity Truck, especially for the interior area of the vehicle.

5.5 Free Wi-Fi service and two (2) wireless microphones with sound system / speaker shall be provided in the truck throughout the Contract Period.

- 5.6 The Operator shall provide at least one (1) electrical retractable canopy over the sliding door of the publicity truck and on top of the mobile stairs. Electrical retraction and extension with switches to control the electrical canopy should be provided. The frame structural materials should be light weight, corrosion resistant and robust. The canopy should be weatherproof and be able to provide a shelter from rain and sunshade for visitors.
- 5.7 Only a registered electrician(s) shall be employed to perform design, installation, dismantle and repair of the above systems related tasks of the publicity truck to ensure safety for the electrical connections and system operation before the launch of the vehicle to schools and the public.
- 5.8 The Operator shall provide one (1) non-slip mobile stairs in good and safe conditions for visitors boarding to the publicity truck. The design of the mobile stairs should take into account of safety and security concerns.
- 5.9 The Operator shall facilitate barrier-free access to the publicity truck for people with disabilities.
- 5.10 The Operator should provide three 2-kg dry powder fire extinguishers plus expiry label with quick release clamp and approved certificate. One shall be mounted close to the driver's seat; one should be mounted near the entrance of the publicity truck compartment and the remaining one at the middle position of the publicity truck compartment. The fire extinguishers should comply with all the relevant legislation, government regulations and requirements.
- 5.11 The vehicle should comply with at least Euro V Vehicle Emission Standards and all the relevant statutory requirements and hold all the applicable license(s) which are required for the purpose of the Services.
- 5.12 The Operator shall responsible for the charges including, but not limited to, truck rental, diesel fee, tunnel fee, charges for the registered electrician(s) in designing and installation of the power supply and cable connection systems and related tasks, fees for licensees, repair and maintenance charges of the publicity truck, electricity charges and other operational charges.
- 5.13 The Operator may make counter proposals on the requirements of the truck to be used for this Contract subject to the agreement of the Corporation.

6. Construction and Installation Work (Interior and Exterior)

- 6.1 The Operator shall propose the truck design, including the whole body of the truck, the construction and installation work, facilities, devices and equipment. The Corporation may adjust or revise the truck design as proposed by the Operator. The Operator shall follow the final design approved by the Corporation for the truck construction.
- 6.2 Only registered electricians shall be employed to perform installation and construction of the above tasks of the publicity truck to ensure safety for the electrical connections and system operation.
- 6.3 The construction and installation work of the publicity truck shall be completed with all valid permit / licence(s).

7. Motor Driving

- 7.1 The driver(s) engaged by the Operator for motor driving services of the Publicity Truck shall be non-smoker(s) and shall hold a valid driving licence issued by the Transport Department with good track driving record, i.e. absence of criminal offence under the Transport Department according to the Road Traffic (Driving-offence Points) Ordinance (Chapter 375 of the laws of Hong Kong) within this Contract and a minimum of one year of driving experience in driving a truck or similar type(s) of vehicles.
- 7.2 The driver should be familiar with Hong Kong road traffic and traffic regulations, well-mannered, with good driving skills, knowledgeable in repair and maintenance of vehicles. The driver is responsible for driving the publicity truck to the designated locations with pre-setting routes, keeping the interior and exterior of the publicity truck clean and in good repair and maintenance. The Operator shall design and produce uniform for the driver. The uniform shall be of the design and style acceptable by the Corporation.
- 7.3 The driver is responsible to inform the Operator to repair and to replace any necessary equipment on the truck if irregularities found.
- 7.4 The Operator shall observe the terms and conditions imposed by the venue provider(s) for the publicity truck.

8. Parking

- 8.1 The publicity truck shall be parked in the parking area with 24-hour surveillance provided by the Operator after the event service hours during the whole Contract Period.

9. Transportation of Publicity Materials

9.1 The Operator shall provide transportation of publicity materials and giveaways for the Corporation to schools/ designated venues on an as and when required basis.

10. Cleansing and Disinfection, Maintenance and Repair (Interior and Exterior)

10.1 The Operator shall provide adequate manpower to perform regular cleansing and disinfection services and for keeping the interior and exterior of the publicity truck clean and in good operation.

10.2 The Operator shall provide regular check-up, the overall maintenance and repair services for the vehicle (say, lighting, air-conditioning system, the power generator and water defusing system, retractable canopy, sliding door etc.) every week throughout the Contract Period to ensure the truck is in good condition for delivery of services.

11. Insurance

11.1 The Operator shall purchase the required insurance at his own cost to cover all the possible accidents, injuries, loss and damage, etc. that may happen at site during the preparation and operation of the entire Contract Period.

12. Other Terms and Conditions

12.1 The Operator shall be responsible for the security and safekeeping of all the exhibition materials, publicity materials, equipment and furniture during the Contract Period. The Corporation shall not be held liable for any loss or damage to the properties belonging to the Operator.

12.2 The Operator shall indemnify the Corporation and keep the Corporation fully indemnified against all liabilities, expenses, losses, claims and proceedings, whatsoever under any statutes or common law in respect of damages to person or property arising from or in the course of or caused by the staging or mounting of the publicity truck.

12.3 The events may be cancelled / suspended when Tropical Cyclone Warning Signal No. 3 or above / Rainstorm Red Warning or above is in force. If the event is cancelled due to bad weather, the event will NOT be counted in meeting the requirements mentioned in Clauses 4.6 and 4.8.

12.4 The Operator shall attend meetings with the Corporation, other government departments, the venue providers and other organisations as and when required to discuss / review the operation of the Services. The Operator shall prepare the notes of meeting and submit to the Corporation for consideration.

12.5 The Operator shall comply with all the terms and conditions as stated in this Service Specifications and with the instructions of the Corporation.

13. Work Schedule

13.1 The construction and installation work, if any, shall be completed and the truck shall be ready to operate and delivery of service **on or before 1 January 2025 tentatively**. The proposed work schedule of the selected bidder will be subject to revision as decided by the Corporation.

14. Declaration of Interest

14.1 The Operator shall declare any involvement or interest which he considers may be in potential conflict with the duties to be performed for the project.

15. Internal Control and Reporting Requirements

15.1 The Operator shall use the Service Fee for the sole purpose of paying the expenses incurred in setting up and operating the publicity truck. No funding in addition to the Service Fee shall be provided by the Corporation for setting up and operating of the publicity truck. The Operator shall not make any profit out of or in relation to the operation of the publicity truck or the provision of the other related Services. For the avoidance of doubt, the Corporation shall not accept any liabilities or financial implications beyond the Service Fee.

15.2 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 publicity truck and shall make them available for inspection by the Corporation Representative at the Corporation Representative's request.

15.3 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 publicity truck, 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 publicity truck; and
 - (c) the assets and liabilities of the Operator in respect of the operation of the publicity truck.
- 15.4 Within sixty (60) days from the end of the Contract Period, the Operator shall provide to the Corporation its income and expenditure account for the whole Contract and its balance sheet as at the date the income and expenditure is made up in respect of the setting up and operation of the publicity truck, 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.
- 15.5 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.
- 15.6 The Operator shall submit to the Corporation a quarterly statistics report once every three months during the Contract Period.
- 15.7 In addition to the performance indicators mentioned in Clauses 4.6 and 4.8 and any additional performance 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 publicity truck and its performance of the Services in meeting the Project Objectives. The Operator shall submit to the Corporation one interim self-evaluation report within thirty days after completion of first 12 months service 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.
- 15.8 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. Dedicated Bank Account

- 16.1 The Operator shall keep a dedicated bank account (“Dedicated Bank Account”) for the sole purpose of meeting the costs and expenses in the setting-up and operation of the publicity truck. 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).
- 16.2 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.

17. Supervision

- 17.1 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.

PART 4 - OFFER TO BE BOUND

1. Having read the Tender Document, I/we, the Supplier mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.

2. I/We, the Supplier mentioned below, do hereby agree to carry out all and any of the Services at the Service Fee free of all other charges, subject to and in accordance with the terms and conditions of the Tender Document.

3. I/We, also certify that the particulars given by me/us below, are correct:
 - (a) The number of my/our/the Company's Business Registration Certificate is _____

 - (b) The date of expiry of my/our/the Company's Business Registration Certificate 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 of the Company is situated at _____ Hong Kong

Signed by the Supplier / Signed by an
authorised signatory for and on behalf of the
Supplier

Name of the Supplier

Name and title of the authorised
signatory (where applicable)

Date

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

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION

(In completing the 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:
_____	_____

(Please insert more rows for completion if appropriate.)

II. Details of Contact Person of Service Provider

Name: _____ Mr./Ms./Mrs.
Post Title: _____
Address: _____

Telephone No.: _____ Fax No.: _____
Email Address: _____

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 have 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/services 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 have 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.

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 etc.)

Name of Service Provider with Chop:	_____	Name (in block letters) and Signature of Authorised Person:	_____
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Telephone No.:	_____	Fax No.:	_____	Date:	_____
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CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

IX. Information required under Clause 25.2 of the Terms of Tender

- * (a) I/We confirm that none of the events as mentioned in Clauses 25.2(a) to 25.2(d) of the Terms of Tender has ever occurred.

- * (b) I/We confirm that the following event(s) as mentioned in Clauses 25.2(a) to 25.2(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 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 – RELEVANT KNOWLEDGE AND EXPERIENCE

1.1 The Service Providers shall have relevant experiences of operating mobile publicity truck services for Government Bureau(x) / Department(s) or other organisations in Hong Kong. The list of experience on providing similar mobile publicity truck services operated in Hong Kong with Special Vehicle Permit issued **in the past ten years** shall be presented in chronological order in the following table. Photo(s) / design of the mobile publicity truck shall also be submitted together with the tender for reference of the Corporation.

Contract Period (duration in months)	Type and Scope of Services	Details

(Please provide detailed information in separate sheets, if required.)

1.2 The Service Providers shall provide the information on their experiences in providing services for prevention and alleviation of gambling-related problems (if any). The list of experience in providing services for prevention and alleviation of gambling-related problems (if any) **in the past ten years** shall be presented in chronological order in the following table.

Contract Period (duration in months)	Type and Scope of Services	Details

(Please provide detailed information in separate sheets, if required.)

Name of Service
Provider with
Chop: _____

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

Telephone No.: _____

Fax No.: _____

Date: _____

CONTRACT SCHEDULE 3 – EXECUTION PLAN AND ANNEXES

The Service Providers are required to provide a detailed Execution Plan (in English or Chinese) for setting up the publicity truck and delivery of the Services (see Annex A of Part 1 - Terms of Tender). **The Execution Plan should include (a) Service and Operational Plan; (b) Design and Equipment / Facilities Plan; (c) Publicity, Service Monitoring and Quality Assurance Plan; and (e) Safety and Contingency Plan, and cover the following aspects –**

1. Project Theme

The Service Provider should set out the project theme for operation of the publicity truck in achieving the Project Objectives mentioned at Clause 3 of the Service Specifications.

2. Proposed vehicle to be used as the Publicity Truck

The Service Provider should refer to Clause 5 of the Services Specifications and propose a vehicle to be used as the publicity truck. The Service Provider may make counter proposals on the requirements of the truck for consideration and acceptance of the Corporation.

3. Design of the Publicity Truck

The Service Provider should propose the interior and exterior design and layout of the publicity truck as well as the equipment / facilities to be provided on the publicity truck, including but not limited to the outlook, construction and installation, facilities, devices and equipment to be provided.

4. Detailed services and operational arrangements

The Service Provider should refer to Clause 4 of the Service Specifications and propose a wide range of programmes such as interactive games, competitions, storytelling workshops, talks, seminars, and community education programmes and exhibitions to be conducted during the Service Period at schools and other locations and venues in the community including (public) housing estates. The Service Provider should also propose the teaching aid / materials to meet the needs of primary and secondary school students and youth in the community. The programmes proposed should reach a vast number of students, young people, parents and members of the public and should have enduring and positive effect on promotion of relevant messages among the targeted audiences.

The Service Provider should also propose the operational arrangements, which include but not limit to, the 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. The Service Provider should complete the table at **Annex A** for the Service Team structure for operating and running the publicity truck services. The Service Provider is also required to complete the working timeline for setting up the publicity truck at **Annex B**.

5. List of schools and locations/venues to reach

The Service Provider should propose an initial list of primary and secondary schools, locations and venues in the community including (public) housing estates that the publicity truck may visit.

6. Publicity plan and promotion strategies

The Service Provider should propose a publicity plan and promotional strategies to include but not limited to the following:

- (a) publicise the publicity truck, reach out the target audience and attract them to visit the publicity truck;
- (b) demonstrate how the proposed promotion strategy could support the major publicity campaigns (e.g. anti-gambling campaign for World Cup 2026) conducted by the Fund during the Contract Period.

7. Service monitoring and quality assurance plan

The Service Provider should propose a service monitoring and quality assurance plan to include but not limited to the following:

- (a) qualitative and quantitative performance indicators for service delivery for monitoring and measuring the performance of their proposed services. The proposed output indicators should not have the effect of lowering the minimum attainment level specified in Clauses 4.6 of the Service Specifications;

- (b) quality assurance measures and mechanisms (e.g. service manual, guidelines, records, review system, regular meetings etc.) for monitoring the implementation of the programme and reporting to the Corporation.

8. Safety and Contingency Plan

The Service Provider should draw up a safety and contingency plan to include but not limited to the following:

- (a) fallback plans of operation to cater for the unfortunate event of another epidemic outbreak in the community;
- (b) details of the arrangements to ensure that a safe environment is provided for visitors to get on and leave the publicity truck;
- (c) details of the operational arrangements in case of urgent maintenance or emergency situations, such as inclement weather or unwell of driver.

9. Budget Proposal

Service Providers are required to provide a budget proposal setting out the breakdown of the estimated costs for the whole project.

Service Team Structure

Service Providers are required to provide the **composition and the other related information of the proposed Service Team** for operating and running the publicity truck for delivery of the Services in the following table:

Job Title (e.g. such as social worker, activity coordinator, driver)	Roles and Responsibilities	Experience / Knowledge / Qualifications / Specialities	Estimated Efforts (in man-days per month)

Name of Service Provider with Chop: _____

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

Telephone No.: _____

Fax No.: _____

Date: _____

Working Timeline for Setting up the Publicity Truck

Service Providers are required to provide the **details on their working timeline** for setting up the publicity truck in the following table:

Time	Details <i>(Service Providers may add other action items as appropriate.)</i>	Remarks <i>(if the answer is ‘Yes’, please provide a copy for the Corporation’s reference)</i>
	Rental / procurement of a vehicle for use as the publicity truck	<i>(Is an existing truck available?)</i>
	Completion of the interior and exterior construction and installation of the truck and making ready the facilities, devices and equipment in the truck as proposed by the Service Provider.	
	Making ready the programmes contents, such as interactive games, seminar, workshops, community educations programmes and exhibitions, for delivery of Services to the target audiences in schools and other venues / locations	
	Making ready concrete measures for publicising the publicity truck and enhance awareness of the service to the targeted groups	
	Making ready a Service Team for the provision of the Services in accordance with the requirements of the Contract	<i>(Is an existing Service Team available?)</i>

Name of
Service
Provider with
Chop: _____

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

Telephone
No.: _____

Fax No.: _____

Date: _____