



The Secretary for Home and Youth Affairs Incorporated

The Ping Wo Fund

INVITATION TO QUOTATION

for the Provision of Counselling and Treatment Services for

Gamblers with Gambling Disorder

for the Ping Wo Fund

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INTERPRETATION

1. Interpretation

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

“Additional Services”	has the meaning given to it in Clause 3.2 of the Service Specifications and constitutes part of the Services;
“Centre”	means a counselling and treatment centre for providing assistance to gamblers with gambling disorder, persons with relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities, as well as the individuals affected by them;
“Closing Date”	means the latest date and time specified in Clause 5.1 of the Terms of Quotation before which quotations must be submitted, and such date and time as may be extended in accordance with Clause 5.2 of the Terms of Quotation;
“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, comprising the terms and conditions set out in the Quotation Documents and the information and proposals contained in the Operator’s quotation which has been accepted by the Corporation, a full copy of which will be delivered by the Corporation to the Operator pursuant to Clause 20.3 of the Terms of Quotation 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;
“ESG Proposal” (in upper or lower case)	means a proposed measure or arrangement that will improve environmental protection, sustainability or social responsibility or governance which may but need not be directly relevant to the Services, but which can bring about positive value(s) and/or benefit(s) to the Corporation or the public at large;
“Force Majeure Event”	means: (a) any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution affecting Hong Kong, overthrow (whether by external or internal means) of the Government; or (b) any event which is not caused or contributed to by, and is beyond the control of, the Operator, its related persons (as defined in Clauses 25.6 and 25.7 of the Terms of Quotation) or any employee or agent or ex-employee or ex-agent of the Operator and none of them can prevent the consequences of such event from happening; and which, in any case of (a) or (b) above, materially prevents the performance of the duties and obligations of any Party hereunder; for the avoidance of doubt, any change of law and regulation of whichever jurisdiction shall not be treated as a Force Majeure Event;
“Good Industry Practice”	means the standards, practices, methods and procedures conforming to all laws and regulations, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“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;
“Innovative Suggestion” (in upper or lower case)	means a Pro-innovation Proposal or an ESG Proposal;
“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 Quotation”	means the invitation to quotation for the Contract issued by the Corporation on and subject to the terms set out in the Quotation Documents;
“Item 1”	means the provision of the Services for the Centre in the catchment area of Hong Kong Island;
“Item 2”	means the provision of the Services for the Centre in the catchment area of Kowloon West and New Territories West;
“Mandatory Services”	has the meaning given to it in Clause 3.1 of the Service Specifications and constitutes part of the Services;
“Materials”	means any and all works of authorship and materials of whatever nature (including their drafts and uncompleted versions) developed, written, prepared, produced, created, collected, compiled or provided by or on behalf of or for the Operator, its employees, agents or sub-contractors, in relation to the Services or for the purposes of the Contract (whether individually or collectively or jointly with the Corporation) including without limitation, any reports, summaries, models, questionnaires, analyses, papers, advice, recommendations, documents, records, plans, designs, pictures, images, sound, music, diagrams, charts, drawings, tables, formula, specifications, databases, computer source codes, compilation of data or information, data or information collected, compiled, produced or created by the Operator, its employees, agents or

sub-contractors in relation to the Services or for the purposes of the Contract, recorded or stored by whatever means;

“NGO(s)”	means non-governmental organisation(s);
“Operator”	means the Service Provider whose quotation has been selected and accepted by the Corporation in accordance with Clause 20.1 of the Terms of Quotation;
“Parties” (in upper or lower case)	means the Corporation and the Operator; and “Party” (in upper or lower case) means any one of them;
“Performance Indicators”	means the output indicators and outcome indicators specified in Clause 5.1 of the Service Specifications required by the Corporation in respect of the Operator’s delivery of Mandatory Services;
“PRC”	means the People’s Republic of China;
“Pro-innovation Proposal” (in upper or lower case)	means a proposal that adopts any one or more of the following: technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the Services;
“Project Objectives”	means the main objectives of setting up and operating the Centres, which are to: (a) provide specialised counselling and treatment services for gamblers with gambling disorder, persons with relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities, as well as the individuals affected by them; (b) facilitate the development of best practices and expertise in counselling and treatment services for individuals affected by gambling disorder, relevant addictions and/or emerging gambling and gaming activities, as well as the requisite network with the concerned parties; (c) reach out to the community and schools to provide the public and students with information about gambling

disorder, relevant addictive behaviours induced by quasi-gambling games, emerging gambling and gaming activities, as well as preventive measures; and

- (d) collate appropriate data and statistics for enhancing understanding about the behaviour and risk factors of gambling disorder, relevant addictive behaviours induced by quasi-gambling games, and emerging gambling and gaming activities.

“Public Holiday” (in upper or lower case)	has the meaning given to “public holiday” in the Interpretation and General Clauses Ordinance (Cap. 1);
“Quotation Documents”	has the meaning given to it in Clause 1 of the Terms of Quotation;
“Services”	means all duties, obligations and services (including but not limited to the Mandatory Services and the Additional Services (if any)) to be performed and provided by the Operator to the Corporation under and in accordance with the Contract, details of which are set out in the Service Specifications, the Conditions of Contract and the completed Contract Schedules;
“Service Fee”	has the meaning given to it in Clause 7(a) of the Conditions of Contract, which is payable by the Corporation to the Operator under the Contract for the due and proper performance by the Operator of its obligations under the Contract for the Centre in one catchment area;
“Service Provider”	means the person submitting a quotation and making proposals to provide and execute the Services in response to the Invitation to Quotation, 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;
“Tax-Exempt Organisation”	means a charitable institution or trust of a public character, which is exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112);

“Validity Period” means the period described in Clause 7.1 of the Terms of Quotation;

“Working Day” (in upper or lower case) means Monday to Friday but excluding any Public Holiday which falls on any of those days; and

“Working Hours” (in upper or lower case) means such hours during which the Services have been provided on the Working Days.

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

- (a) Words importing a gender shall include all other genders.
- (b) Words importing the singular shall include the plural and vice versa.
- (c) References to a person shall include an individual, firm, company, corporation or body corporate or unincorporate (wherever established or incorporated), and include any public body.
- (d) A time of a day shall be construed as a reference to Hong Kong time.
- (e) References to a day shall be construed as a calendar day. If a person is required to pay money or do an act or thing on a day that is not a Working Day, then the person may pay the money or do the act or thing on the next Working Day.
- (f) References to a month or a monthly period shall be construed as a calendar month.
- (g) References to a year or a yearly period shall be construed as a calendar year.
- (h) References to any statute (including all subordinate legislation made thereunder), enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as replaced, amended, modified or re-enacted (as the case may be) from time to time. Reference to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity.
- (i) Headings are inserted for ease of reference only and shall not in any way vary, limit, extend or affect the interpretation or construction of the Quotation Documents or the Contract.

- (j) References to “Service Provider” or “Operator” shall include its permitted assigns, successors or any persons deriving title under them. References to the employees of the Operator shall include, but not limited to, all members of the Service Team.
- (k) References to “Corporation” or “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions.
- (l) Unless otherwise specifically stated, references to a clause, sub-clause, section or paragraph in or a contract schedule, annex, appendix or any other attachment to a document shall be construed as a clause, sub-clause, section or paragraph in or a contract schedule, annex, appendix or attachment to that document.
- (m) References to a document shall include all schedules, appendices, annexures and other materials attached to such document, and mean the same as from time to time amended or supplemented in accordance with the terms of the Quotation Documents or the Contract.
- (n) 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.
- (o) 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.
- (p) Any word or expression to which a specific meaning has been attached in any part of the Quotation Documents shall bear such meaning whenever it appears in the same and other parts of the Quotation Documents.
- (q) Words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Quotation Documents or by reference to any other definition,
- (r) 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.
- (s) Where a general obligation in the Quotation Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed

restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.

3. Unless otherwise provided, all payments shall be made in Hong Kong Dollars.
4. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Corporation or the Government or any person in the service of the Corporation or the Government.
5. All rights and powers of the Corporation under the Contract may be exercised by the Corporation Representative. If any provision of the Contract provides for a determination of any matter by the Corporation or Corporation Representative, the determination made by the Corporation or Corporation Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.

PART 1 - TERMS OF QUOTATION

1 Quotation Documents

1.1 The quotation documents comprise the following:

	Interpretation
Part 1	Terms of Quotation
	Annex A – Assessment Criteria
	Annex B – Non-Collusive Quotation Certificate
Part 2	Conditions of Contract
Part 3	Contract Schedules
	Contract Schedule 1 – Service Provider Information
	Contract Schedule 2 – Service Team Structure
	Contract Schedule 3 – Service Plan
	Contract Schedule 4 – Publicity Plan, Operational Arrangements, Service Monitoring, Quality Assurance, Training Programmes and Public Education Programmes
	Contract Schedule 5 – Working Timeline for Setting Up the Centre
	Contract Schedule 6 – Pro-innovation Proposals and ESG Proposals
	Contract Schedule 7 – Knowledge and Experience in the Addiction Counselling and Treatment Field
Part 4	Service Specifications
	Annex C – Template of Statistics Report
Part 5	Offer to be Bound

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

2 Invitation to Quotation

2.1 This Invitation to Quotation invites quotations for the provision of the whole of the Services, including the provision of counselling and treatment services for gamblers with gambling disorder, persons with relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities, as well as the individuals (e.g. family and friends) affected by them, through the setting up and operation of a Centre in the catchment areas of (1) Hong Kong Island, and (2) Kowloon West and New Territories West (as the case may be) and other means, subject to and in accordance with the Contract throughout the Contract Period.

2.2 Each Service Provider shall indicate in its quotation whether it proposes to set up and operate a Centre in (1) Hong Kong Island, or (2) Kowloon West and New Territories West to provide

the Services. Each set of quotation shall contain a proposal for one of the catchment areas only (i.e. either (1) Hong Kong Island **OR** (2) Kowloon West and New Territories West). Service Providers who wish to submit a proposal for both catchment areas (i.e. (1) Hong Kong Island **AND** (2) Kowloon West and New Territories West) shall submit two **separate quotations**, failure which will result in the quotation not being considered further.

- 2.3 Subject to the Corporation's right to extend the Contract under Clause 1(b) of the Conditions of Contract, the Corporation shall pay the Operator a maximum fixed sum of **HK\$23,708,000** in twelve (12) instalments for the operation of one Centre during the Contract Period for the Services (save and except the Additional Services) provided for either (1) the Centre in Hong Kong Island or (2) the Centre in Kowloon West and New Territories West (as the case may be) in accordance with Clause 7 of the Conditions of Contract.

3 Eligibility of Service Provider

- 3.1 It is an essential requirement that a Service Provider **MUST** have the legal capacity to enter into a contract and **MUST** be a Tax-Exempt Organisation. The Service Provider shall submit documentary proof to substantiate its claim of compliance with this Clause 3.1 before the Closing Date or upon subsequent request made by the Corporation.
- 3.2 **Failure to comply with the essential requirement mentioned in Clause 3.1 above will invalidate the quotation and the quotation will not be further considered.**

4 Quotation Preparation

- 4.1 A quotation and all accompanying documents shall be completed in English and in ink or typescript. A quotation not so completed will not be further considered.
- 4.2 A Service Provider shall complete, and submit in its quotation, all the following documents:
- (a) Contract Schedule 1 – Service Provider Information;
 - (b) Contract Schedule 2 – Service Team Structure;
 - (c) Contract Schedule 3 – Service Plan;
 - (d) Contract Schedule 4 – Publicity Plan, Operational Arrangements, Service Monitoring, Quality Assurance, Training Programmes and Public Education Programmes;
 - (e) Contract Schedule 5 – Working Timeline for Setting Up the Centre;

- (f) Contract Schedule 6 – Pro-innovation Proposals and ESG Proposals;
- (g) Contract Schedule 7 – Knowledge and Experience in the Addiction Counselling and Treatment Field;
- (h) Part 5 – Offer to be Bound;
- (i) Annex B – Non-Collusive Quotation Certificate; and
- (j) other relevant information (e.g. additional service plans and corresponding information), if any.

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

5 Quotation Closing Date

- 5.1 The quotation shall be enclosed in a sealed plain envelope marked **“Quotation for the Provision of Counselling and Treatment Services for Gamblers with Gambling Disorder for the Ping Wo Fund – Hong Kong Island”** or **“Quotation for the Provision of Counselling and Treatment Services for Gamblers with Gambling Disorder for the Ping Wo Fund – Kowloon West and New Territories West”** (as the case may be) and submitted to the **Quotation Box of Home and Youth Affairs Bureau situated at 2/F Entrance, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong** **no later than 2:30 p.m. on 24 September 2026 (Thursday).** Late quotations will not be accepted.

- 5.2 In case a Black Rainstorm Warning Signal or a Tropical Cyclone Signal No. 8 or above is hoisted or “extreme conditions” announced by the Government is/are in force 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 Quotation Documents, all communications given or made by the Corporation or a Service Provider in relation to the Invitation to Quotation shall be in writing and sent or delivered to the other party in the manner provided in Clause 25 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 Quotation 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 quotation once submitted by a Service Provider will be binding on the Service Provider, and the quotation shall remain valid and open for acceptance for a period of fifteen (15) months from the Closing Date.
- 7.2 If a Service Provider offers in its quotation a period that is shorter than the Validity Period or if it rejects the Validity Period, its quotation will not be further considered.

8 Quotation Addenda

- 8.1 The Corporation may issue addendum to the terms and conditions set out in the Quotation Documents 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 Quotation Exercise

- 9.1 Without prejudice to the Corporation’s right to cancel this Invitation to Quotation 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 quotation and reserves the right to cancel this Invitation to Quotation.

- 9.2 Upon cancellation of the Invitation to Quotation, the Corporation Representative reserves the right to re-issue the Invitation to Quotation (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 Quotations

- 10.1 All quotations that are submitted before the Closing Date will be checked by the Corporation Representative for compliance with the essential requirements including those stipulated in Clauses 3.1 and 4.4 above. Only those quotations that comply with all the essential requirements under the Quotation Documents will be further assessed on the assessment criteria set out in **Annex A**.
- 10.2 The quotations for Item 1 and Item 2 will be assessed separately. An assessment panel comprising the chairman and members of the Ping Wo Fund Advisory Committee (“Assessment Panel”) will be formed to assess the quotations. **Service Providers whose quotations comply with all the essential requirements under the Quotation Documents will be invited to present their proposals before the Assessment Panel, which may be arranged right after the Closing Date at short notice. Failure to present the proposal before the Assessment Panel will result in the quotation not being considered further.**

11 Authenticity of Documents Submitted

- 11.1 All documents submitted by a Service Provider to the Corporation in relation to its quotation 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 quotation further.

12 Service Provider’s Commitment

- 12.1 All quotations, 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 quotation that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Clause 12.1 above.

12.3 If a Service Provider is incorporated, formed or established outside Hong Kong, a legal opinion in form and substance satisfactory to the Corporation and issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Service Provider and acceptable to the Corporation may be requested by the Corporation. The legal opinion, if required, shall be made available upon request during the Validity Period. Upon such request, the Service Provider shall provide such legal opinion covering the following issues and any other issues as may be required by the Corporation:

- (a) the Service Provider is duly incorporated, formed or established and validly existing and in good standing under the laws of the place of the Service Provider's incorporation, formation or establishment and that the Service Provider has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to the Corporation on the terms and conditions of the proposed Contract. By "validly existing and in good standing", it is meant that no event mentioned in Clauses 29(b)(i) to (v) of the Conditions of Contract or any event which has an equivalent effect to any such event has occurred in relation to the Service Provider;
- (b) the Service Provider has the full power, authority and legal capacity to:
 - (i) execute and submit its quotation and to incur the liabilities and perform the obligations under the Quotation Documents; and
 - (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
- (c) the proposed Contract will, upon its formation, constitute the legal, valid and binding obligations of the Service Provider in the place of its incorporation, formation or establishment and is enforceable against the Service Provider in accordance with its terms;
- (d) the submission of its quotation and the performance of the Contract (if awarded to the Service Provider) have been duly authorised by all necessary corporate action of the Service Provider, and does not violate any provision of any applicable law, regulation or decree of the Service Provider's place of incorporation, formation or establishment, or the Memorandum (if any) and Articles of Association or similar constitutional documents of the Service Provider;
- (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Service Provider's quotation, or the performance by the Service Provider of its obligations under the Quotation Documents and the Contract;
- (f) the Service Provider's quotation and the Contract (if awarded to the Service Provider) need not be registered or filed in the place of incorporation, formation or establishment in order to

secure their validity and/or priority;

- (g) there is no restriction under the laws of the place of the Service Provider's incorporation, formation or establishment affecting the Service Provider's obligations under the Quotation Documents and the Contract;
- (h) the choice of the laws of Hong Kong to govern the Quotation Documents and the Contract is a valid choice of laws;
- (i) the judgment handed by the courts of Hong Kong after the adjudication of any dispute arising from the Contract will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Service Provider; and
- (j) it is not necessary under the laws of the place of incorporation, formation or establishment of the Service Provider that the Corporation be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Quotation Documents and the Contract.

12.4 The Corporation may require a Service Provider to provide, at its own expense, additional legal opinion satisfactory to the Corporation in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Service Provider and acceptable to the Corporation on any other matters arising from its quotation. Where the opinion on the question specified in Clause 12.3 above is negative or otherwise subject to qualifications not satisfactory to the Corporation, the additional legal opinion shall opine that any ruling made by the arbitrator under the arbitration provision set out in Clause 12.5 below will be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Service Provider ("additional opinion on arbitration"). Together with the additional opinion on arbitration to be provided, the Service Provider shall also be required to provide a confirmation in writing that in consideration of the award of the Contract, it agrees that Clause 24 of the Conditions of Contract shall be replaced by the arbitration clause in Clause 12.5 below.

12.5 Where the opinion on the question specified in Clause 12.3 above is negative or otherwise subject to qualifications not satisfactory to the Corporation, subject to the obtaining of the additional opinion on arbitration as mentioned in Clause 12.4 above, Clause 24 of the Conditions of Contract shall be deemed deleted and replaced by the following:

"24(a) The Parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

24(b) If the said dispute or difference is not settled by mediation according to Clause 24(a)

above, the said dispute or difference shall be adjudicated by arbitration to be held in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules prevailing at the time when a notice of arbitration is issued by a Party (“Arbitration Rules”) except that regardless of whether the Arbitration Rules providing anything to the contrary, unless the Parties otherwise agree in writing: (a) the arbitration hearing must be held in Hong Kong and that the Arbitration Ordinance (Cap. 609) shall apply to the arbitration (including the whole of Schedule 2); and (b) without prejudice to section 18(2) of the Arbitration Ordinance, the Corporation may on its own disclose any information relating to (i) the arbitral proceedings under the arbitration agreement; and (ii) an award made in those arbitral proceedings, under any of the circumstances mentioned in Clause 22.2 of the Terms of Quotation”.

13 New Information

- 13.1 A Service Provider shall inform the Corporation in writing immediately of any factor which might affect its ability to meet any requirements of the Quotation Documents. The Corporation reserves the right not to consider a Service Provider’s quotation 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 quotation will be used by the Corporation for the purposes of the Invitation to Quotation and all other purposes arising from or incidental to it (including for the purposes of quotation evaluation, the award of the Contract, resolution of any dispute arising from the Invitation to Quotation, and the disclosure pursuant to Clause 22 of the Terms of Quotation).
- 14.2 By submitting a quotation, a Service Provider is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the quotation, 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 above, or the disclosure pursuant to Clause 22 of the Terms of Quotation.
- 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 quotation.
- 14.4 Enquiries concerning the personal data collected by means of the Invitation to Quotation, including the making of access and corrections, shall 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 quotations/tender exercises are evaluated.

16 Cost of Quotation

- 16.1 A Service Provider shall submit its quotation 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 quotation, 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 quotation is necessary; or
- (b) a document or a piece of information, other than the document or information set out in Clause 17.2 below, is missing from any quotation,

it may, but is not obliged to, request the Service Provider concerned to make the necessary clarification, or submit the required document or information. Each Service Provider shall thereafter within five (5) Working Days or such other period as specified in the request submit such clarification, information or document in the form required by the Corporation. A quotation 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 quotation further or may proceed to evaluate the quotation on an "as is" basis.

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

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

- (b) any other document or information in respect of which it is specified in the Quotation Documents that a failure to provide to the Corporation in a quotation at the time of submission of the quotation or by the Closing Date will result in the quotation 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 quotation in substance or give the Service Provider an advantage over the other Service Providers.

17.4 By submitting a quotation in response to this Invitation to Quotation, the Service Provider gives consent to the Corporation to obtain from:

- (a) any person whose particulars are required in the Quotation Documents to be set out by the Service Provider in its quotation; and

- (b) any issuing body of any of the test reports/ certificates or documentary evidence required in the Quotation Documents,

all information which the Corporation considers appropriate and relevant to the evaluation of the quotation including information to verify the legitimacy, completeness, authenticity and accuracy of any information or document submitted by the Service Provider. If any consent from any other person is required for the Corporation to obtain any of the aforesaid information or document, the Service Provider undertakes that it can obtain such consent when required by the Corporation. Further, upon request by the Corporation, the Service Provider shall provide a written authorisation to the Corporation if such written authorisation is needed for the Corporation to obtain information and/or document(s) from the person or issuing body referred to in Sub-clauses (a) and (b) above. The Corporation has the sole discretion to disqualify the Service Provider if the Service Provider fails to provide such written authorisation upon request by the Corporation.

18 Negotiations

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

19 Award of Contract

19.1 Subject to the other provisions of the Quotation Documents, the Corporation will normally award the Contract to the Service Provider which the Corporation has determined to be capable

of fulfilling the terms of the Contract and whose quotation conforms with all the essential requirements stipulated in the Quotation Documents and has obtained the highest marks under the assessment criteria in Annex A to the Terms of Quotation.

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 quotation.

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

20 Acceptance

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

- (a) if the Quotation Acceptance is sent by post, at the time of posting; or
- (b) if the Quotation Acceptance is transmitted by facsimile, at the time when a transmission report is generated by the Corporation's facsimile machine, confirming that the Quotation Acceptance has been transmitted to the aforementioned facsimile number.

20.2 Each of the successful Service Providers bidding for Item 1 and Item 2 will be awarded a separate Contract. For the avoidance of doubt, if Item 1 and Item 2 are awarded to the same successful Service Provider, that successful Service Provider will still be awarded two separate Contracts respectively for Item 1 and Item 2.

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

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

21 Documents of Unsuccessful Service Providers

21.1 The Corporation may destroy all documents submitted by unsuccessful Service Providers three

(3) months after the Contract has been constituted under Clause 20.1 above.

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 above shall prejudice the Corporation's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Service Provider (successful or unsuccessful) or its quotation (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 above, 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 quotation 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 Quotation Certificate referred to in Clause 23.2 below), regarding, amongst other things, price, quotation submission procedure or any terms of the quotation. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). 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 Corporation a Non-collusive Quotation Certificate (in the form set out in **Annex B**) as part of its quotation.

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 above or in Non-collusive Quotation Certificate submitted by it under Clause 23.2 above, 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 quotation;
- (b) if the Corporation has accepted the quotation, withdraw its acceptance of the Service Provider's quotation; and
- (c) if the Corporation has entered into the Contract with the Service Provider, terminate the Contract under Clause 29 of the Conditions of Contract.

23.4 By submitting a quotation, 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 Clause 23.1 above or in Non-collusive Quotation Certificate submitted by it under Clause 23.2 above.

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

23.6 The rights of the Corporation under Clauses 23.3 to 23.5 above 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, or as a reward for or otherwise on account of such award, is an offence under the

Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Service Provider or any of its officers, directors, employees or agents will render its quotation null and void.

24.2 The successful Service Provider shall inform its officers, directors, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the offering, 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, directors, employees and agents and sub-contractors against soliciting or accepting any advantage or inducement which may impair their impartiality in relation to the performance of the Contract.

25 Corporation's Discretion

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

- (a) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award or an order is made or a resolution is passed for the winding up or bankruptcy of the Service Provider or a related person 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 quotation or in any subsequent submission by the Service Provider or communication between the Corporation and the Service Provider since submission of that quotation;
- (c) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that any thing(s), service(s) or material(s) to be supplied or recommended by the Service Provider in its quotation infringes any Intellectual Property Rights or any other rights of any person ("IPR infringement") (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Closing Date and up to the time of Contract award); or (ii) the Corporation having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Service Provider or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Closing Date and up to the time of Contract award;
- (d) any time during the thirty-six (36) months prior to the Closing Date or between the Closing

Date and the award of the Contract, the Service Provider or a related person of the Service Provider (as defined in Clauses 25.6 and 25.7 below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Closing Date or between the Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficiency(ies) in the performance of any requirement or obligation under any other Government contract regardless of the procurement department of such other Government contract, regardless of whether the default(s) or deficiency(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficiency(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficiency(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficiency(ies) has been remedied (“Contract Default(s)”); and the Corporation Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Service Provider to perform the Contract to be awarded in this Invitation to Quotation;

- (e) the Service Provider; or (ii) a related person of the Service Provider; or (iii) a director or management staff of the Service Provider or those of the related person of the Service Provider, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of 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 Contract award;
- (f) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Service Provider or a related person of the Service Provider or a director or management staff of the Service Provider or those of the related person of the Service Provider; professional misconduct includes any breach of the Good Industry Practice;
- (g) any failure of the Service Provider to pay taxes to the Government during a period of five (5) years preceding the Closing Date and up to the time of Contract award; or
- (h) the Corporation considers that the Service Provider will not be capable of fulfilling the terms of the Contract.

The grounds specified in Clauses 25.1(a) to 25.1(h) above 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 above, each Service Provider shall provide at the time of submission of its Quotation (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 and the information in relation to its related person or its director or management staff (which it has knowledge and 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) above;
- (b) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Clause 25.1(c) above;
- (c) details of all Contract Defaults as mentioned in Clause 25.1(d) above;
- (d) details of conviction as mentioned in Clause 25.1(e) above in Hong Kong or any overseas jurisdiction;
- (e) details of any professional misconduct or act or omission as mentioned in Clause 25.1(f) above; and
- (f) details of any failure to pay taxes as mentioned in Clause 25.1(g) above.

If none of the events as mentioned in Clauses 25.1(a) to 25.1(g) above has ever occurred within the applicable period as mentioned above, the Service Provider shall provide a statement to that effect by completing Part IX of Contract Schedule 1 at the time of submission of its quotation. If found missing, the Corporation reserves the right to seek clarification pursuant to Clause 25.3 below. The information provided by the Service Provider is not conclusive. The Corporation may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Corporation will form an assessment as to whether or not such Contract Default has occurred.

25.3 In addition to the information mentioned in Clause 25.2 above, the Corporation reserves the right (but not obligation) to request from a Service Provider or a related person of the Service Provider or director or management staff of the Service Provider or those of the related person of the Service Provider or other independent sources, such other information that is reasonably relevant to facilitate the Corporation's determination as to whether to exercise its right of disqualification under Clause 25.1 above.

25.4 If the Service Provider fails to comply with the request made by the Corporation pursuant to Clause 25.3 above within such time as required by the Corporation, the Corporation may disqualify the Service Provider pursuant to Clause 17 of the Terms of Quotation. If the Service Provider has submitted false, inaccurate or incomplete information, the Corporation may

disqualify the Service Provider pursuant to Clause 25.1(b) above.

25.5 In providing the information required under Clauses 25.2 and 25.3 above, the Service Provider may show cause to satisfy the Corporation that in relation to any of the events as mentioned in Clause 25.1 above, even if it has occurred, it 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 Quotation.

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 (being a company) of the Service Provider; or
- (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 (Cap. 622).

25.7 If the Service Provider is a sole proprietor or partnership, the expression “related person” includes any one of the following:

- (a) any partner of the Service Provider (if it is a partnership);
- (b) the spouse, parent, child, brother or sister of the Service Provider, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or
- (c) a company in which the Service Provider or any partner of the Service Provider beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

25.8 References to related persons of the Service Provider, directors and management staff of the Service Provider or those of a related person in any of the applicable Sub-paragraph of Clause 25.1 above include persons who were in such capacity at such time of the event referred to in that Sub-paragraph.

25.9 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 Site Visits

For the purposes of evaluating whether the Service Provider will be capable of performing the Contract, the Corporation may, at its own costs, conduct site visit(s) to any premises including the premises of the Service Provider, with or without prior notice, whether by the Corporation Representative, the Assessment Panel, or any person appointed by the Corporation. The Service Provider shall make all necessary arrangements to facilitate such site visit(s). The making of any such site visit does not imply that the Service Provider will be awarded the Contract.

27 Enquiries

27.1 Any enquiries from Service Providers concerning this Invitation to Quotation up to the date of submitting their quotations 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 Katy TSE)
Fax No.: 2591 6002 Tel. No.: 3509 8055

27.2 After submitting a quotation to the Corporation, the Service Provider shall not attempt to initiate any further contact, whether direct or indirect, with the Corporation on its quotation or this Invitation to Quotation. 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.

Annex A

Assessment Criteria

Assessment Criteria	Maximum Marks
(A) Execution Plan (<i>Maximum mark is 85; passing mark is 16^{Note 1}</i>)	
(1) Service team, service plan and overall intervention strategy in pursuing the Project Objectives (Contract Schedule 2 and Clauses 2 and 4 of Contract Schedule 3 are relevant).	27
(2) Relevance and feasibility of the proposed Additional Services (if any) (Clause 3 of Contract Schedule 3 is relevant).	5
(3) Training programmes and public education programmes (Part E of Contract Schedule 4 is relevant).	15
(4) Publicity plan, operational arrangements, service monitoring and quality assurance (Parts A to D of Contract Schedule 4 are relevant).	10
(5) Working timeline (Contract Schedule 5 is relevant).	10
(6) Innovative suggestions (Contract Schedule 6 is relevant). (a) Pro-innovation proposals – directly relevant to the Services (see Note 2) (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 (see Note 2)	18 ^{Note 2}
Sub-total for (A)	85
(B) Service Provider's Experience (<i>Maximum mark is 15; there is no passing mark.</i>)	
(1) Background and relevance of knowledge and experience of the Service Provider in the addiction counselling and treatment field (Contract Schedules 1 and 7 are relevant.)	15
Sub-total for (B)	15
Total	100

Note 1: A passing mark of 16 (i.e. 24% of the maximum mark in (A), excluding the marks for innovative suggestions) is set for Assessment Criteria (1) to (5) in (A). **Proposals that do not attain the passing mark of 16 will not be considered further.**

For Assessment Criteria (1) to (5) in (A), marks will be given in accordance with the following rules:

Assessment Criteria (1):

Percentage of Maximum Mark	Marking Standard
100%	- Comprehensive and well-structured service team with clear division of labour and relevant qualifications that fit specific roles; and - Detailed service plan that fully addresses the Project Objectives.
66%	- Adequate service team with defined roles and relevant qualifications; and - Service plan covers most of the Project Objectives.
33%	- Basic service team structure with limited role clarity or qualifications; and - Service plan partially addresses the Project Objectives.
0%	- Incomplete or missing service team details; and/or - Service plan does not address the Project Objectives or is irrelevant.

Assessment Criteria (2):

Percentage of Maximum Mark	Marking Standard
100%	- Additional Services are highly relevant, and can directly and effectively enhance the core services which address the Project Objectives; and - Very high level of feasibility with concrete implementation plan and means of performance evaluation.
66%	Additional Services are relevant, and can directly and effectively enhance the core services which address the Project Objectives; and

	High level of feasibility with clear implementation plan and means of performance evaluation.
33%	- Additional Services are marginally relevant and barely address the Project Objectives; and - Moderate/low level of feasibility with incomplete implementation plan and lack of means of performance evaluation.
0%	No additional Services are proposed or they are irrelevant or infeasible.

Assessment Criteria (3):

Percentage of Maximum Mark	Marking Standard
100%	Comprehensive training and public education plans with very clear objectives and target groups.
66%	Adequate training and public education plans with clear objectives and target groups.
33%	Basic training and public education plans with limited detail or relevance to target groups.
0%	No training and public education plans are provided, or the plans are provided without any detail.

Assessment Criteria (4):

Percentage of Maximum Mark	Marking Standard
100%	- Detailed publicity plan with multi-channel strategies; and - Robust operational arrangements, clear service monitoring mechanism and quality assurance measures.
66%	- Adequate publicity plan with some multi-channel strategies; and - Basic operational arrangements, service monitoring mechanism and quality assurance measures.
33%	- Generic or limited publicity and operational plans; and - Weak or unclear monitoring mechanism and quality assurance measures.

0%	No publicity, operational, or quality assurance plans are provided, or the plans are provided without detail.
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Assessment Criteria (5):

Percentage of Maximum Mark	Marking Standard
100%	Clear, realistic, and detailed timeline with milestones for setup and operation of the Centre.
66%	Realistic timeline for setup and operation of the Centre is proposed but without details.
33%	Basic or unrealistic timeline is proposed for setup and operation of the Centre.
0%	No working timeline provided.

The information and plans submitted by the successful Service Provider for evaluation under Assessment Criteria (1) to (5) (collectively, “Proposed Plan”) and accepted by the Corporation shall form part of the Contract. Any failure to perform the Services in accordance with the Proposed Plan would constitute a breach of the Contract, and the Corporation would be entitled to take follow-up actions in accordance with the terms and conditions of the Contract.

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

Service Providers are encouraged to make pro-innovation proposals in their proposed plans for Assessment Criteria (1) to (4) and propose ESG proposals. **18 out of the maximum mark of 85 marks for Part A are reserved for assessing innovative suggestions** (i.e. maximum marks of 2 marks, 2 marks, 4 marks and 5 marks for pro-innovation proposals in their proposed plans for Assessment Criteria (1), (2), (3) and (4) respectively and 5 marks for ESG proposals).

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

- (a) Pro-innovation proposals which are considered directly relevant to, effective and practicable in improving the delivery of the Services. The benefits that this type of pro-innovation proposals shall bring about are not pre-defined for 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.

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

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

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

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

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

Assessment Criterion	Maximum Mark
(1) Service Plan	2
(2) Additional Services	2
(3) Training programmes and public education programmes	4
(4) Publicity plan, operational arrangements, service monitoring and quality assurance	5
Total:	13

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 effective and practicable 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 effective and practicable ESG proposals.

A suggestion that score 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 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 Assessment Panel 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 quotation submissions and the factual supporting documents (e.g. test reports / certificates) provided by the Service Providers upon request by the Corporation. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the 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 quotation submissions.

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

Non-Collusive Quotation Certificate

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

To: the Corporation

Dear Sir / Madam,

Non-collusive Quotation Certificate

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

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

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Quotation:
- (a) My/Our quotation was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our quotation 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 quotation;
 - iv) an intention or decision to withdraw any quotation;
 - v) the submission of any quotation that does not conform with the requirements of the Invitation to Quotation;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Quotation relates; and
 - vii) the terms of my/our quotation,

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 quotation, and such joint venture arrangement has already been notified to the Corporation in my/our quotation;
 - (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 quotation;
 - (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 Quotation 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 am/are required to disclose all proposed sub-contracting arrangements for the Contract to the Corporation in my/our quotation, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Corporation.

Consequences of breach or non-compliance

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

6. Under the Competition Ordinance (Cap. 619), 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 twenty-four (24) months from 1 January 2027 or such other date as specified by the Corporation (“Initial Term”).
- (b) The Corporation may, in its sole discretion, extend the Contract for a further period of twelve (12) months immediately following the expiry of the Contract Period (“Extended Period”), provided that the Operator’s performance during the Initial Term has been satisfactory to the Corporation.
- (c) If the Corporation extends the Contract in accordance with Clause 1(b), the Operator shall accept such extension and continue to provide the Services for the Extended Period on the same terms and conditions of the Contract.

2. Provision of the Services

- (a) During the Contract Period, the Operator shall set up and operate a Centre in (1) Hong Kong Island, or (2) Kowloon West and New Territories West (as the case may be) and 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 premises for the Centre ready for operation by 1 January 2027 (or such other date as agreed by the Corporation in writing) and shall be responsible for all necessary fitting-out works, renovation works, and reinstatement of the premises by the expiry of the Contract Period. The Operator shall bear all costs, expenses and liabilities associated with the use of the premises for the operation of the Centre during the Contract Period, including but not limited to the costs, expenses and liabilities in relation to the fitting-out works, renovation works, and reinstatement of the premises by the expiry of the Contract Period. The Operator shall also be responsible for furnishing and equipping the Centre at its sole costs and expenses. 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 or the Contract.

3. Non-exclusive Contract

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

4. Service Level and Fee-charging

- (a) The Operator shall provide the Services in a timely, efficient and professional manner with all due care, skill and diligence and shall conform to the standards generally observed in the industry for similar services and the specific requirements as set out in the Contract.
- (b) Unless otherwise approved by the Corporation, the Operator shall provide counselling and treatment services, and public education and training programmes to all service seekers free of charge. If the Operator wishes to offer any counselling and treatment services, public education or training programmes 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 counselling and treatment services, and public education and training programmes 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 counselling and treatment services, and public education and training programmes or any part thereof shall solely be used for the operation of the Centre 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 Operator shall be responsible for the acts, omissions, defaults and neglects of any member of the Service Team or any employees, officers, workmen and sub-contractors in the performance or purported performance of the Services as fully as if they were the acts, omissions, defaults or neglects of the Operator.
- (g) The Operator shall provide training and instruction from time to time to all members of the Service Team engaged in the provision of the Services on all matters concerned with the Services as and when necessary to ensure that the members of the Service Team performs and provides the Services in accordance with the Contract.
- (h) If, in the sole 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) all and any liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs, charges and expenses incurred or suffered by an Indemnified Person of whatsoever nature (including all legal and expert costs, charges and expenses on a full indemnity basis); and
- (ii) all and any demands, claims, allegations, actions, arbitrations, proceedings, threatened, brought or instituted by any person against an Indemnified Person or by an Indemnified Person against any person (regardless of whether or not they have been settled or compromised) (collectively, "Claims" and each a "Claim") and everything stated in Sub-clause (i) above incurred or suffered by an Indemnified Person in all and any such 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, operation or possession of the Materials infringes the Intellectual Property Rights of any person;
- (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;
- (6) any Warranty which is incorrect, inaccurate, incomplete or misleading; or
- (7) any act or omission of the Operator, its employees, agents or sub-contractors, in the performance of the Contract notwithstanding that the Operator is authorised or obliged to do or commit any such act or omission under this Contract.

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

(b) Damage 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 willful omission of the Operator, its employees, agents or sub-contractors;
 - (3) any default, unauthorised act or willful misconduct of the Operator, its employees, agents or sub-contractors;
 - (4) any claim that the use, operation or possession of the Materials infringes the Intellectual Property Rights of any person;
 - (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;
 - (6) any Warranty which is incorrect, inaccurate, incomplete or misleading; or
 - (7) any act or omission of the Operator, its employees, agents or sub-contractors, in the performance of the Contract notwithstanding that the Operator is authorised or obliged to do or commit any such act or omission under this Contract.
- (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 located at the Centre, the Operator shall be responsible for making good the damage at its own cost and expense.
- (d) If the Operator defaults in the payment of any sum so demanded in Clauses 6(a), 6(b) or 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 entered into between the Operator and the Corporation.
- (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 its obligations and provision of all of the Services (save and except the Additional Services) for either (1) the Centre in Hong Kong Island or (2) the Centre in Kowloon West and New Territories West

(as the case may be) in accordance with the Contract to the satisfaction of the Corporation, the Corporation shall pay the Operator a maximum fixed sum of **HK\$23,708,000** (“Service Fee”) in twelve (12) instalments for the operation of one Centre during the Contract Period in accordance with the conditions set out in this Clause 7.

- (b) Except for the 1st instalment of the Service Fee in the Initial Term, which shall be payable by the Corporation upon commencement of the Contract Period, the Operator shall submit an invoice for each of the remaining instalments of the Service Fee, together with the performance records of the Services for the last three (3) months, within seven (7) days of the respective date of invoice set out below:

Contract Period	Instalment	Amount (HK\$)	Date of Invoice
Initial term of twenty-four (24) months	1 st	1,940,500	On 1 January, 1 April, 1 July and 1 October of each year, starting from the contract commencement date as specified in Clause 1 of the Conditions of Contract, or such other date as specified by the Corporation.
	2 nd	1,940,500	
	3 rd	1,940,500	
	4 th	1,940,500	
	5 th	1,975,500	
	6 th	1,975,500	
	7 th	1,975,500	
	8 th	1,975,500	
Extension period of twelve (12) months (where the Contract is extended under Clause 1(b) above)	9 th	2,011,000	
	10 th	2,011,000	
	11 th	2,011,000	
	12 th	2,011,000	
Total (HK\$):		23,708,000	

For the avoidance of doubt, the 9th, 10th, 11th and 12th instalments above shall be payable by the Corporation to the Operator only upon the Corporation’s extension of the Contract under Clause 1(b) above and subject to the other terms and conditions of the Contract.

- (c) 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.

Subject to the mutual agreement between the Corporation and the Operator, additional fee may be paid for the Operator’s due and proper performance of all of its obligations and

provision of the Additional Services. Details of the payment of such additional fee (if any) shall be agreed between the Corporation and the Operator in writing.

- (d) Notwithstanding any provision in the Contract, unless otherwise agreed in writing by the Corporation, in respect of any Services provided to the Corporation, the Corporation shall not have any obligation to pay the Operator any Service Fee or any instalment thereof for such Services unless and until the Services have been accepted by the Corporation. Unless otherwise provided, payment of any instalment of the Service Fee shall be made by the Corporation within 14 days upon certification by the Corporation Representative that the relevant Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Corporation Representative.
- (e) Unless the Corporation Representative otherwise notifies in writing, all invoices and correspondence concerning payment shall be sent to the Corporation Representative and addressed to the Home Affairs Division of HYAB in the manner described below:

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

Attention: Assistant Secretary (Home Affairs)¹

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

- (f) Payment of all instalments of the Service Fee will be made directly to the Operator's bank account in Hong Kong as specified by the Operator in accordance with Clause 7 of the Service Specifications.
- (g) The Service Fee is inclusive of all charges for the provision of all of the Services (save and except the Additional Services), including but not limited to the setting up and operation of the Centre, and the provision of the Mandatory Services by the Operator in its quotation. Save as otherwise expressly provided for in the Contract, the Operator shall not be entitled to any adjustment in the Service Fee for any reason (including foreign exchange fluctuations). The Corporation will not reimburse or compensate the Operator for all or any costs, expenses, losses and liabilities which may be incurred or suffered by the Operator in undertaking the Services, irrespective of the location in which the Services have to be provided. All things done by the Operator shall be deemed as things which the Operator is required to do for performing the Services. All Services shall be performed by the Operator at its sole cost and expense.
- (h) Without prejudice to any rights or remedies the Corporation may have, the Corporation

shall be entitled to deduct from the Service Fee or any monies payable to the Operator, any monies which the Operator may owe to the Corporation whether under or in connection with the Contract or any other contract entered into between the Corporation and the Operator and in the case of deficiency, the Corporation has the right to claim any outstanding balance from the Operator.

- (i) Notwithstanding any provision of the Contract, the Corporation is entitled to withhold payment of all or any part of the Service Fee or any instalment thereof, and any other sum payable by the Corporation to the Operator in the event that:
 - (i) any of the Services or deliverables (including any report mentioned under Clause 6 of the Service Specifications) is not performed or provided to the satisfaction of the Corporation;
 - (ii) the Operator fails to observe or perform any provision of the Contract;
 - (iii) the Corporation has reasonable grounds to believe that the Operator is or will be liable to the Corporation under any provision of the Contract for the loss or damage suffered by the Corporation;
 - (iv) the Corporation disputes on any reasonable ground its obligation to pay the amount in question; or
 - (v) withholding of payment is required by any applicable law.
- (j) Notwithstanding any other provisions in the Contract and the Corporation's acceptance of the Services, no payment made by the Corporation under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has or may have accrued, or which may accrue, or any remedy available, to the Corporation under the Contract or the law in respect of any breach of the Contract by the Operator.

8. Sanction against Committing of Offences

If the Operator is convicted of an offence under the Employment Ordinance (Cap. 57), the Immigration Ordinance (Cap. 115), the Employees' Compensation Ordinance (Cap. 282), the Criminal Procedure Ordinance (Cap. 221), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) or the Occupational Safety and Health Ordinance (Cap. 509) in relation to or arising from the performance of the Contract or other contracts (whether contracts with the Government 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 quotations/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 in the joint names of (1) the Operator and (2) the Corporation (with appropriate cross-indemnity clause as if a separate policy has been issued to each of them) providing an adequate level of cover in respect of all risks which may be incurred by the Operator in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss, and all liabilities to pay damages or compensation in respect of all of its employees and other staff, and in respect of all of the service seekers in the Centre 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 make 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 putting such in place 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. Site Visits

- (a) The Corporation may, at any time during the Contract Period, at its own costs, conduct site visit(s) to any premises, including the Operator's premises, with or without prior notice, whether by the Corporation Representative, the Assessment Panel, or any person appointed by the Corporation. The Operator shall make all necessary arrangements to facilitate such site visit(s).
- (b) The Operator shall have obtained prior written consent from the sub-contractor and such other persons as may be appropriate for such site visit(s) and shall make all necessary arrangements to facilitate such site visit(s). If the Operator fails to obtain the aforesaid prior written consent or fails to make all necessary arrangements to facilitate the site visit(s), the Corporation is entitled to terminate the Contract.

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 legally 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 officers, 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 officers, directors, employees, agents and sub-contractors against soliciting or accepting any advantage or entertainment which would impair their impartiality in relation to the Contract.
- (b) If the Operator or any of its officers, 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, at its own cost and expense, its officers, employees, sub-contractors, agents and all other persons who are involved in the production of Materials to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance (Cap. 528) and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of the Corporation, its authorised users and licensees and shall take effect upon delivery of the relevant Materials.
- (f) In the event of the expiry or termination of the Contract, the Operator shall at its own cost and expense promptly deliver to the Corporation all the Materials then in the Operator’s custody, control or possession.
- (g) The Operator warrants to the Corporation that:
 - (i) the Materials shall be original works created, developed or made by or on behalf of the Operator for the Corporation during the course of or in connection with the Contract;
 - (ii) the Operator has or shall have a valid and continuing licence under which it is entitled to use or sub-license such third party materials and the third party Intellectual Property Rights for itself and for the Corporation and its authorised users to use such third party materials;

- (iii) prior to the use and incorporation of such third party materials, the Operator shall have obtained the grant of all necessary clearances for itself and for the Corporation and its authorised users authorising the use of such third party materials for the purposes contemplated under the Contract;
 - (iv) the provision of the Services by the Operator and the use or possession by the Corporation and its authorised users of the Materials including the third party materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights of any person; and
 - (v) the exercise of any of the rights granted under the Contract by the Corporation and its authorised users will not infringe any Intellectual Property Rights of any person.
- (h) The Operator shall, free of charge to the Corporation, do all such things and sign all documents or instruments reasonably necessary in the opinion of the Corporation to enable the Corporation to obtain, defend or enforce its rights in the Materials.
- (i) Without prejudice to any other provision of the Contract, the Operator shall indemnify and keep the Corporation and authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, losses, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature which may be sustained or incurred by the Corporation and its authorised users as a result of any allegation of or claim for infringement of the Intellectual Property Rights or innominate rights of any person arising from or in any way related to the Operator's performance of the Services, the use or possession of the Materials by the Corporation and its authorised users and/or the exercise by the Corporation and its authorised users of any rights granted under the Contract.
- (j) The Operator shall at its own cost and expense execute or procure the execution of any further assignments, deeds, licence, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause 15.
- (k) The provisions of this Clause 15 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

16. Force Majeure

- (a) If the Operator becomes aware of any matter likely to constitute a Force Majeure Event, the Operator shall forthwith notify the Corporation in writing concerning such matter and provide the Corporation with all relevant information as the Corporation may request.

- (b) Within seven (7) days after the occurrence of a Force Majeure Event or earlier, the Operator shall notify the Corporation in writing of the full particulars of the Force Majeure Event including its nature, extent, how the Force Majeure Event has and/or will materially prevent it from performing the Contract or such part thereof, and likely duration of such material prevention.
- (c) Provided the Corporation is satisfied with the Operator's claim of a Force Majeure Event which has materially prevented and/or will continue to materially prevent it from performing its obligations under the Contract or such part thereof, the Contract or such part thereof strictly to the extent of such prevention shall be suspended during the subsistence of such Force Majeure Event commencing from a date to be agreed between the Parties ("Suspension due to Force Majeure"). Where the Corporation is not so satisfied about any alleged claim of a Force Majeure Event, there shall be no Suspension due to Force Majeure. The Operator may not allege or claim any event as a Force Majeure Event. Any failure by the Operator to perform any obligation under the Contract shall be treated as default and entitles the Corporation to terminate the Contract under any applicable Sub-clause of Clause 29(a) or Clause 29(b) of the Conditions of Contract.
- (d) Without prejudice to the generality of Clause 16(c) above, whilst the Suspension due to Force Majeure subsists:
 - (i) the Operator shall not be required to perform any part of its obligations under the Contract strictly to the extent it is materially prevented from doing so by the Force Majeure Event ("Affected Obligations") but it shall use its best endeavours to remove or mitigate the effect of the Force Majeure Event on the Affected Obligations;
 - (ii) the Corporation may make alternative arrangements for the performance of the Affected Obligations, whether by another person or otherwise, without compensation to the Operator;
 - (iii) the Operator shall not be entitled to any payment of money in respect of the Affected Obligations (if any money would have been payable in the first place);
 - (iv) notwithstanding anything in the Contract to the contrary, no compensation shall be payable by either Party to the other due to any losses or damage arising from the Suspension due to Force Majeure; and
 - (v) the Operator shall continue to fully and punctually perform and observe all of its

other obligations which are not affected by the Force Majeure Event in full accordance with the requirements of the Contract including those obligations which are not Affected Obligations, and to that extent, all terms and conditions of the Contract shall continue to apply and be in full force and effect.

- (e) Following the issue of a notice by the Operator under Clause 16(a) above which has led to Suspension due to Force Majeure under Clause 16(c) above, the Operator shall keep the Corporation informed once every week or at such longer frequency as may be allowed by the Corporation, and in any event from time to time upon the request of the Corporation, of:
 - (i) the likely duration of the relevant Force Majeure Event and of its effect of materially preventing the Operator from performing the Affected Obligations;
 - (ii) the actions taken or proposed to be taken by the Operator to mitigate or minimise the effects of that Force Majeure Event (“Mitigation Actions”); and
 - (iii) any other matters relevant to that Force Majeure Event or the Operator’s performance affected by that Force Majeure Event.
- (f) As soon as the relevant Force Majeure Event has terminated or otherwise that the Corporation considers that the Mitigation Actions have minimised the effect of the Force Majeure Event on the ability of the Operator to perform the Affected Obligations, the Operator shall forthwith notify the Corporation, or the Corporation may on its own, after consultation with the Operator, by notice in writing to the Operator, determine the appropriate date for resuming the performance of the Affected Obligations (“Resumption Date”). The Operator shall immediately after the termination of the Force Majeure Event or with effect from Resumption Date as determined by the Corporation in the aforesaid manner, resume performance of the Affected Obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Corporation and the Operator on the appropriate Resumption Date, the Corporation’s decision shall be final in the absence of manifest error.
- (g) Should a Suspension due to Force Majeure subsist for more than thirty (30) days, the Corporation shall be entitled to, but is not obliged to, terminate the Contract immediately .

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.

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 under the Contract or any other contract made between the Corporation and the Operator and whether such liability is liquidated or unliquidated, the Corporation may set off 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. Dispute Resolution and Jurisdiction

- (a) The Parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- (b) If the said dispute or difference is not settled by mediation according to Clause 24(a), a Party may institute litigation in respect of the said dispute or difference. The Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

25. Notices

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

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

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

Attention: Assistant Secretary (Home Affairs)¹
Fax Number: 2591 6002

Unless otherwise stated in this Contract, any such notices, demands, correspondences or other communications shall be addressed as provided in this Clause 25 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.

26. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the laws of Hong Kong.

27. 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).

28. Warranties and Representations

- (a) The Operator warrants, represents and undertakes that:
 - (i) the Operator and any permitted sub-contractors of the Operator, their respective employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
 - (ii) the Operator shall carry out the Services with all due diligence and in a timely, safe, proper, skillful and workmanlike manner;

- (iii) the Services shall conform in all respects to the Service Specifications and conditions under the Contract;
- (iv) it shall not employ any illegal workers in the execution of this Contract. Should the Operator be found to have employed illegal workers in breach of this undertaking, the Corporation Representative may, on behalf of the Corporation, by notice, terminate this Contract pursuant to Clause 29(a) of the Conditions of Contract;
- (v) the Operator has full power, capacity and authority to enter into the Contract and to perform all its obligations under the Contract including without limitation the vesting of the Intellectual Property Rights in the Corporation, and the granting and/or procuring the grant of the licences to the Corporation, its authorised users, assigns and successors-in-title in accordance with Clause 15 of the Conditions of Contract;
- (vi) the Contract constitutes valid, legally binding obligations of the Operator enforceable in accordance with its terms;
- (vii) all information and documents supplied, and statements and representations from time to time made by or on behalf of the Operator in or in relation to its quotation and the Contract are genuine, true, accurate and complete;
- (viii) throughout the Contract Period, no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Operator's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (ix) throughout the Contract Period, it is not subject to any contractual obligation, or court judgment or ruling order or arbitration decision, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (x) throughout the Contract Period, no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Operator or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Operator's assets or revenue; and
- (xi) throughout the Contract Period, it has not done or omitted to do anything which

could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.

- (b) The Operator gives consent to the Corporation (“Consent”) to obtain from:
 - (i) any person whose particulars are provided or required to be provided by the Operator under the Contract; and
 - (ii) any issuing body of any test reports/ certificates or documentary evidence required under the Contract,

all information which the Corporation considers appropriate and relevant for the enforcement and administration of the Contract, including information to verify the legitimacy, completeness, authenticity and accuracy of any information or document submitted by the Operator. The Consent shall be valid throughout the Contract Period. If any consent from any other person is required for the Operator to obtain any of the aforesaid information or document, the Operator undertakes that it can obtain such consent when required by the Corporation. Further, upon request by the Corporation, the Operator shall provide a written authorisation to the Corporation if such written authorisation is needed for the Corporation to obtain information and/or document(s) from the person or issuing body referred to in Clauses 28(b)(i) and (ii) above.

- (c) The warranties, representations, Consent, and undertakings, expressed or implied, contained in Clauses 28(a) and 28(b) above and in Clause 15 of the Conditions of Contract and in other provisions of the Contract (including without limitation Clause 23.1 of the Terms of Quotation), and those made by the Operator in its quotation for the Contract including all Schedules, during the evaluation of the quotation, and those from time to time made in the course of performance of the Contract, are collectively referred to as “Warranties”, and each, a “Warranty”.
- (d) Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.
- (e) Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Cap. 457) apply to bind the Operator and the Corporation respectively.

29. Termination

(a) In the event that:

- (i) the Operator fails to perform or provide to the Corporation any of the Services;
- (ii) any Services performed or provided by the Operator are rejected by the Corporation pursuant to the Contract;
- (iii) the Operator is in breach of any provision of the Contract which in the opinion of the Corporation is not capable of remedy;
- (iv) the Operator commits a breach of any provision of the Contract which is capable of remedy and fails to remedy the same within fourteen (14) days after the issuance by the Corporation Representative to the Operator of a request in writing (or such longer period as specified in the notice) requiring such remedy;
- (v) 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; or
- (vi) any event or circumstance occurs which enables the Corporation to terminate the Contract under any one of the following provisions:
 - 1. Clause 10(b) of the Conditions of Contract (Site Visit);
 - 2. Clause 16(c) of the Conditions of Contract (Force Majeure);
 - 3. Clause 28(a)(iv) of the Conditions of Contract (Illegal Workers); or
 - 4. Clause 23.3(c) of the Terms of Quotation (Warranty against Collusion),

the Corporation may by seven (7) days' written notice to the Contractor terminate the Contract immediately.

(b) The Corporation may immediately terminate the Contract upon the occurrence of any of the following events:

- (i) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Operator's creditors;
- (ii) if the Operator is an incorporated body, a shareholders' or members' resolution has been passed that it be wound up or dissolved (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation the terms of which have been approved by the Corporation in advance);

- (iii) a petition is presented for the winding up or dissolution or bankruptcy of the Operator, which is not dismissed within fourteen (14) days after the petition is presented;
- (iv) the Operator is or becomes insolvent, or any order is made for the Operator's bankruptcy or winding up or dissolution;
- (v) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Operator's business or assets;
- (vi) the Operator suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (vii) 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;
- (viii) the continued engagement of the Operator or the continued performance of the Contract is contrary to the interest of national security;
- (ix) the Operator, any officer, director, employee, agent or sub-contractor of the Operator commits an offence under the Prevention of Bribery Ordinance (Cap. 201), the Theft Ordinance (Cap. 210), the Crimes Ordinance (Cap. 200) or any law of a similar nature;
- (x) the Operator abandons the Contract in whole or in part;
- (xi) the Corporation reasonably believes that any of the events mentioned in Sub-clauses (i) to (x) above is about to occur;
- (xii) the Corporation reasonably believes that any Warranty is incorrect, inaccurate, incomplete or misleading;
- (xiii) the Corporation reasonably believes that the Operator has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract and/or during the Contract Period; or
- (xiv) the Corporation considers that it is in the public interest to terminate the Contract.

- (c) Separate from the event mentioned in Clause 29(a)(vi) above and Clause 16(c) of the Conditions of Contract, where there is a Force Majeure Event, the Corporation may terminate the Contract pursuant to Clause 16(g) of the Conditions of Contract.
- (d) Notwithstanding anything herein to the contrary, the Corporation may at any time and from time to time during the Contract Period, at its discretion and without cause, terminate the Contract by giving the Operator one (1) month's written notice of such termination.
- (e) The Corporation may at any time and from time to time during the Contract Period, at its discretion and without cause, suspend the Contract with immediate effect and serve a written notice (which may be served after the suspension takes effect in case the Corporation considers it not reasonably practicable to serve the written notice beforehand) to the Operator. The written notice (whether being served before or after the suspension) shall specify the period of the suspension ("Suspension Period") and the scope of the suspension (viz. the Services to be suspended, which may be all or any of the Services covered by the Contract) ("Suspended Services").
- (f) Each of the grounds entitling the Corporation to terminate the Contract as specified in Clauses 29(a) to 29(d) above and in each Sub-clause of Clauses 29(a) and 29(b) shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.

30. Effect of Termination or Expiry

- (a) Upon expiry or early termination of the Contract (howsoever occasioned) ("Termination"):
 - (i) the Contract shall be of no further force and effect, but without prejudice to:
 - 1. the Corporation's rights and claims under the Contract or otherwise at law against the Operator arising from antecedent breaches of the Contract by the Operator (including any breach(es) which entitle the Corporation to terminate the Contract);
 - 2. the rights and claims which have accrued to a Party prior to the Termination; and
 - 3. the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the Termination (however

occasioned);

- (ii) 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), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Operator arising out of or in relation to the Termination;
- (iii) without prejudice to the other rights and claims of the Corporation including the right to seek indemnity under Clauses 6(a) and (b) of the Conditions of Contract, in the event of the Termination under Clause 29(a) or 29(b) of the Conditions of Contract, the Operator shall be liable for all losses, damage, costs and expenses incurred by the Corporation arising from the Termination including without limitation (i) any amount in excess of 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 quotation or tender for the uncompleted Services; and (ii) any additional expenditure incurred by the Corporation in connection with a default by the Operator referred to in Clause 29(a) or 29(b) of the Conditions of Contract. 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;
- (iv) 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;
- (v) the Operator shall assist and co-operate with the Corporation to ensure an orderly and effective transition of the provision of the Services to the Corporation or another Service Provider to be appointed by the Corporation Representative and/or completion of any work-in-progress;
- (vi) 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

- (vii) at the request of the Corporation, the Operator shall enter into and perform all deeds of assignment, transfer or novation in favour of the Corporation or in favour of any person whom the Corporation may designate, for the assignment, transfer or novation of any contract, arrangement or other subject matter whatsoever (including without limitation licences in relation to any Intellectual Property Rights) on such terms and conditions as the Corporation may stipulate; and procure any other third party whom the Corporation considers necessary for effecting or perfecting such assignment, transfer or novation to enter into and perform any such deeds of assignment, transfer or novation.

Further, upon request by the Corporation and/or in the event of the expiry or termination (howsoever occurred) of the Contract, the Operator shall at its sole costs and expenses promptly deliver to the Corporation the Materials (including any drafts and copies thereof) then in the Operator's custody, control or possession, whether in their completed forms or not.

- (b) Upon the issue of a suspension notice pursuant to Clause 29(e) of the Conditions of Contract in relation to the Suspended Services for the Suspension Period specified therein ("Suspension"):
 - (i) the Contract in relation to the Suspended Services shall be of no force and effect during the Suspension Period but subject to the same provisions set out in Clauses 30(a)(i)(1) to (3) above save that references therein to Termination shall mean Suspension;
 - (ii) the Contract in relation to the Suspended Services shall resume immediately upon expiry of the Suspension Period (or such other date as the Corporation may subsequently stipulate by varying the Suspension Period by serving at least fourteen (14) days' notice on the Operator);
 - (iii) unless and to the extent waived by the Corporation Representative in writing, Clauses 30 (a)(ii) and (v) shall apply in the case of a Suspension save that references therein to Termination shall mean Suspension;
 - (iv) the Corporation has no obligation to pay any outstanding Service Fee (or any part thereof) to the Operator for any Suspended Services performed but unpaid as at the date when the Suspension comes into effect or at any time during the Suspension Period; and any such obligation shall only resume as the Contract resumes pursuant

to Clause 30(b)(ii) above but strictly on and subject to the terms and conditions of the Contract; any Service Fee paid in advance of the Suspension need not be refunded; no Service Fee shall be payable during the Suspension Period; and

- (v) the Operator shall not and has no obligation to perform its obligations in relation to the Suspended Services as at the date when the Suspension comes into effect or at any time during the Suspension Period; and save as directed by the Corporation in relation to any uncompleted part of the Operator's obligations in relation to the Suspended Services as at the date of the Suspension, any such obligation will resume as the Contract resumes pursuant to Clause 30(b)(ii) above whereupon the Operator shall resume its obligations in relation to the Suspended Services strictly on and subject to the terms and conditions of the Contract.

PART 3 – CONTRACT SCHEDULES

CONTENT

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION

CONTRACT SCHEDULE 2 – SERVICE TEAM STRUCTURE

CONTRACT SCHEDULE 3 – SERVICE PLAN

CONTRACT SCHEDULE 4 – PUBLICITY PLAN, OPERATIONAL ARRANGEMENTS,
SERVICE MONITORING, QUALITY ASSURANCE,
TRAINING PROGRAMMES AND PUBLIC EDUCATION
PROGRAMMES

CONTRACT SCHEDULE 5 – WORKING TIMELINE FOR SETTING UP THE CENTRE

CONTRACT SCHEDULE 6 – PRO-INNOVATION PROPOSALS AND ESG PROPOSALS

CONTRACT SCHEDULE 7 – KNOWLEDGE AND EXPERIENCE IN THE ADDICTION
COUNSELLING AND TREATMENT FIELD

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION

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

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

I. Details of Service Provider

Name: _____
Address: _____

Telephone No.: _____ Fax No.: _____
Website: _____

Please also list out the name, position and address of each director of the Service Provider where the Service Provider is a company incorporated / registered under the *Companies Ordinance (Cap. 622)*, 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: _____

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

III. Organisation Nature of Service Provider

Charitable Organisation* ☐ Yes ☐ No

**Please “✓” the appropriate box.*

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

- (a) Where the Service Provider is a charitable body corporate in Hong Kong which has been established by legislation, a certified true copy of:
 - (i) the relevant ordinance; and
 - (ii) a valid document issued by the Inland Revenue Department certifying that the Service Provider is a Tax-Exempt Organisation.

- (b) Where the Service Provider is a company incorporated or registered under the Companies Ordinance, a certified true copy of:
 - (i) a Certificate of Incorporation or a Certificate of Registration of Non-Hong Kong Company (as the case may be) issued under the Companies Ordinance; and
 - (ii) a valid document issued by the Inland Revenue Department certifying that the Service Provider is a Tax-Exempt Organisation.

- (c) Where the Service Provider is a trustee registered under the Registered Trustees Incorporation Ordinance (Cap. 306), a certified true copy of:
 - (i) a Certificate of Incorporation issued/granted under the Registered Trustees Incorporation Ordinance (Cap. 306); and
 - (ii) a valid document issued by the Inland Revenue Department certifying that the Service Provider is a Tax-Exempt Organisation.

Name of Service
Provider with
Chop: _____

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

Telephone No.: _____ Fax No.: _____ Date: _____

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

IV. Background of Service Provider

I / We, certify that the particulars given by me/us below, are correct:

- (a) The number of my / our / the company / body corporate's Business Registration Certificate issued under the Business Registration Ordinance (Cap. 310) / Certificate of Incorporation issued under the Companies Ordinance or Registered Trustees Incorporation Ordinance / Certificate of Registration of Non-Hong Kong Company issued under the Companies Ordinance is _____
- (b) The date of expiry of my / our / the company / body corporate's Business Registration Certificate / Certificate of Incorporation / Certificate of Registration of Non-Hong Kong Company is _____
- (c) I am/We are/The company is covered by an employees' compensation insurance policy, the particulars of which are as follows:
Name of Insurance Company _____
Period covered by the policy is from _____ to _____
Brief particulars of the cover provided and any special conditions are as follows:

- (d) The registered office / principal place of business of the company / body corporate is situated at _____ Hong Kong]

(Please also give a brief introduction on the background of the Service Provider, including its objectives, service targets, major activities/services etc.)

Name of Service
Provider with
Chop: _____

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

Telephone No.: _____ Fax No.: _____ Date: _____

V. Details of Sub-contractor (if applicable)

Name:

Address:

Telephone No.:

Fax No.:

Website:

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

Name:

Mr./Ms./Mrs.

Post Title:

Address:

Telephone No.:

Fax No.:

Email Address:

Name of Service
 Provider with
 Chop:

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

Telephone No.:

Fax No.:

Date:

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

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

Charitable Organisation* ☐ Yes ☐ No

**Please “✓” the appropriate box.*

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

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

Name of Service
Provider with
Chop: _____

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

Telephone No.: _____ Fax No.: _____ Date: _____

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

VIII. Background of Sub-contractor (if applicable)

(Please give a brief introduction on the background of the sub-contractor, including its objectives, service targets, major activities/services etc.)

Name of Service	Name (in block letters) and
Provider with	Signature of Authorised
Chop:	Person:
_____	_____

Telephone No.:	Fax No.:	Date:
_____	_____	_____

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION (CONT.)

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

- *(a) I/We confirm that none of the events as mentioned in Clauses 25.1(a) to 25.1(g) of the Terms of Quotation has ever occurred.
- *(b) I/We confirm that the following event(s) as mentioned in Clauses 25.1(a) to 25.1(g) of the Terms of Quotation 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 quotation is complete, true and accurate. I/We understand that any inaccurate information may render the quotation invalid. I/We also confirm that except the Service Fee and the amount agreed to be payable by the Corporation in writing for the Service Provider's provision of the Additional Services (if any) accepted by the Corporation, no other funding has been or shall be received for any part of the Services from the Corporation or any third party.

Name of Service
Provider with
Chop: _____

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

Telephone No.: _____ Fax No.: _____ Date: _____

CONTRACT SCHEDULE 2 – SERVICE TEAM STRUCTURE

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

- A. Service Providers are required to provide the **composition of the proposed Service Team**, such as the number of social workers, counsellors, clerical staff and hotline staff, etc. in the format set out in the following table:

Job Title	Roles and Responsibilities	Qualifications / Specialities (please highlight in what ways these qualifications / specialities would contribute to the service delivery of the Centre)	Estimated Efforts (in man-days per month)

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

Time of Award	Name and other details of the Award

Name of Service

Provider with

Chop:

Name (in block letters) and

Signature of Authorised

Person:

Telephone No.:

Fax No.:

Date:

CONTRACT SCHEDULE 3 – SERVICE PLAN

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

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

1. Proposed catchment area to set up and operate the Centre

*I/We propose to set up and operate a Centre in *Hong Kong Island/Kowloon West and New Territories West to provide the Services.

**Please delete whichever is not applicable.*

Service Providers who wish to submit a proposal for both catchment areas shall submit two (2) separate quotations (please refer to Clauses 2.1, 2.2 and 5.1 of the Terms of Quotation).

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

- (a) provide specialised counselling and treatment services for gamblers with gambling disorder, persons with relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities, as well as the individuals affected by them;**
- (b) facilitate the development of best practices and expertise in counselling and treatment services for individuals affected by gambling disorder, relevant addictions and/or emerging gambling and gaming activities, as well as the requisite network with the concerned parties;**
- (c) reach out to the community and schools to provide the public and students with information about gambling disorder, relevant addictive behaviours induced by quasi-gambling games, emerging gambling and gaming activities, as well as preventive measures; and**
- (d) collate appropriate data and statistics for enhancing understanding about the behaviour and risk factors of gambling disorder, relevant addictive behaviours induced by quasi-gambling games, and emerging gambling and gaming activities.**

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

3. Additional Services

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

A. Details of the Additional Services

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

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

B. Output and Outcome Indicators for the Additional Services

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

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

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

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

- 4. Overall intervention strategy in pursuing the Project Objectives including screening services/tools and data collection methods for assessing the severity, needs and profiles of the gamblers with gambling disorder/persons with relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities; methods for reaching out and engaging the gamblers with gambling disorder/persons with relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities to receive counselling and/or medical treatment where necessary; methods for delivering preventive education to the public, particularly to young people and their families.**

- 5. Other relevant information (if any).**

Name of Service
Provider with
Chop: _____

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

Telephone No.: _____

Fax No.: _____

Date: _____

CONTRACT SCHEDULE 4 – PUBLICITY PLAN, OPERATIONAL ARRANGEMENTS, SERVICE MONITORING, QUALITY ASSURANCE, TRAINING PROGRAMMES AND PUBLIC EDUCATION PROGRAMMES

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

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

A. Publicity Plan

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

B. Operational Arrangements

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

C. Service Monitoring

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

D. Quality Assurance

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

E. Training Programmes and Public Education Programmes

1. **Staff training programmes** to be organised by the Service Provider to its staff including members of the Service Team; and professional training programmes organised by other professional organisations or NGOs that the Service Provider will arrange its staff including members of the Service Team to attend.
2. **Professional training programmes** to be organised by the Service Provider for personnel of institutions, social workers or human resources personnel of other NGOs or private

corporations who need to identify, assess and assist gamblers with gambling disorder and/or individuals affected by relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities in their workplace.

3. **Public education programmes** *(at least 50% of such programmes (based on the minimum attainment level as specified in the Clause 5.1 of Part 4 – Service Specifications) shall cover one or more of the following elements: (i) preventive education targeting youth and their families to prevent the development of addictive behaviours; (ii) raising awareness of the legal consequences of illegal gambling; and/or (iii) adopting innovative initiatives to enhance public engagement and impact of the public education programmes)*

(a) **Public education programmes** to be organised by the Service Provider in the community and schools to disseminate anti-gambling messages.

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

Name of Service
Provider with
Chop: _____

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

Telephone No.: _____

Fax No.: _____

Date: _____

CONTRACT SCHEDULE 5 – WORKING TIMELINE FOR SETTING UP THE CENTRE
(In completing Contract Schedule, the Service Providers may adjust the spaces provided below.)

Service Providers are required to provide details on their working timeline for setting up of the Centre in the following table:

Time	Details <i>(Service Providers may add other actions items as appropriate.)</i>	Remarks (if the answer is ‘Yes’, please provide a copy for the Assessment Panel’s reference)
	Locating and making the premises for the Centre ready for operation	<i>(Are there any existing premises available?)</i>
	Making ready a Service Team for the provision of the Services in accordance with the requirements of the Contract	<i>(Is there an existing Service Team available?)</i>
	Making ready the publicity plan for the Centre	<i>(Is there an existing publicity plan available?)</i>
	Making ready the operational manual and service plan	<i>(Is there an existing operational manual and service plan available?)</i>

Name of
Service Provider
with Chop: _____

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

Telephone No.: _____

Fax No.: _____

Date: _____

CONTRACT SCHEDULE 6 – PRO-INNOVATION PROPOSALS AND ESG PROPOSALS
(In completing Contract Schedule, the Service Providers may adjust the spaces provided below.)

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

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

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

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

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

Name of Service
Provider with
Chop: _____

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

Telephone No.: _____ Fax No.: _____ Date: _____

CONTRACT SCHEDULE 7 – KNOWLEDGE AND EXPERIENCE IN THE ADDICTION COUNSELLING AND TREATMENT FIELD

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

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

Period	Type and Scope of Services	Details

Name of Service
Provider with
Chop:

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

Telephone No.:

Fax No.:

Date:

PART 4 – SERVICE SPECIFICATIONS

1. Background

- 1.1 The Ping Wo Fund was set up in September 2003 to finance preventive and remedial measures to address the gambling-related problems. These measures include:
- (a) research and studies into problems and issues relating to gambling;
 - (b) public education and other measures to prevent or alleviate problems relating to gambling; and
 - (c) counselling, treatment and other remedial or support services for gamblers with gambling disorder and the individuals affected by them.
- 1.2 At present, the Ping Wo Fund is providing financial support to the operation of four Centres to provide counselling and treatment services to gamblers with gambling disorder and the individuals affected by them. The first two Centres were set up in 2003 to provide services on a geographical basis. Two other Centres were then set up in 2007 with a smaller scale of operation, which initially targeted at certain groups in the community (e.g. elderly, ethnic minorities, etc.) and subsequently served to provide assistance to gamblers with gambling disorder in the general community on a geographical basis. The existing operators of the four Centres are:
- (a) Caritas-Hong Kong, who operates the Caritas Addicted Gamblers Counselling Centre (明愛展晴中心) (“Caritas Centre”) in Tsuen Wan;
 - (b) Tung Wah Group of Hospitals, who operates the Even Centre (東華三院平和坊) (“Even Centre”) in Wan Chai;
 - (c) Zion Social Service, who operates the Yuk Lai Hin Counselling Centre (錫安社會服務處勗勵軒輔導中心) (“Yuk Lai Hin”) in Kwun Tong; and
 - (d) Hong Kong Lutheran Social Service of the Lutheran Church-Hong Kong Synod, who operates the Sunshine Lutheran Centre (香港路德會社會服務處路德會青亮中心) (“Sunshine Lutheran Centre”) in Tai Po.
- 1.3 The service contracts in relation to the Caritas Centre and Even Centre will expire on 31 December 2026. This Invitation to Quotation invites quotations for the provision of counselling and treatment services for gamblers with gambling disorder, persons with relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming

activities, as well as individuals (e.g. family and friends) affected by them through setting up and operating a Centre in the catchment areas in (a) Hong Kong Island; and (b) Kowloon West and New Territories West respectively (as the case may be) and other means for a maximum period of thirty-six (36) months from 1 January 2027 to 31 December 2029.

- 1.4 Subject to any provision for early termination or extension provided for in the Contract, the Operator shall provide the Services to the Corporation for the initial term of twenty-four (24) months from 1 January 2027 or such other date as specified by the Corporation.
- 1.5 The Corporation may, in its sole discretion, extend the Contract for a further period of twelve (12) months immediately following the expiry of the Contract Period, provided that the Operator's performance during the Initial Term has been satisfactory to the Corporation.
- 1.6 If the Corporation extends the Contract in accordance with Clause 1.5 above, the Operator shall accept such extension and continue to provide the Services for the Extended Period on the same terms and conditions of the Contract.

2. Project Objectives

- 2.1 The main objectives of setting up and operating the Centres are to:
 - (a) provide specialised counselling and treatment services for gamblers with gambling disorder, persons with relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities, as well as the individuals affected by them;
 - (b) facilitate the development of best practices and expertise in counselling and treatment services for individuals affected by gambling disorder, relevant addictions and/or emerging gambling and gaming activities, as well as the requisite network with the concerned parties;
 - (c) reach out to the community and schools to provide the public and students with information about gambling disorder, relevant addictive behaviours induced by quasi-gambling games, emerging gambling and gaming activities, as well as preventive measures; and
 - (d) collate appropriate data and statistics for enhancing understanding about the behaviour and risk factors of gambling disorder, relevant addictive behaviours induced by quasi-gambling games, and emerging gambling and gaming activities.

3. Scope of the Services

- 3.1 The Operator shall provide the mandatory services set out in Clauses 3.3 to 3.7 below (“Mandatory Services”) during the Contract Period. The annual minimum attainment levels of various output indicators and outcome indicators of the Mandatory Services are set out in Clause 5.1 below.
- 3.2 Apart from the Mandatory Services, in their quotations, Service Providers are encouraged to propose and provide additional services that will add value to the Mandatory Services in accordance with Clauses 3.8 and 3.9 below (“Additional Services”).

Counselling and Treatment Services

- 3.3 The setting up and operation of the Centre for provision of counselling and treatment services form the core part of the Services. The Services shall be delivered in accordance with the following three levels:

(a) Level 1 Services

- (i) hotline services as the first point of contact (the Centres shall collaborate with each other to maintain a hotline (183 4633) for the counselling and treatment services, and propose the service hours of the hotline services and back-up services, if any, after the service hours of the hotline services and implement such service hour proposal if accepted by the Corporation), providing general service information, initial telephone screening, counselling and referral services; and
- (ii) self-help information packages for dissemination to persons seeking help over the telephone;

(b) Level 2 Services

- (i) face-to-face counselling services;
- (ii) consultation and counselling services provided by registered social workers and/or counsellors with post-graduate qualifications in counselling and clinical psychologist as appropriate;
- (iii) self-help and group support/therapy programmes;
- (iv) other support for gamblers with gambling disorder, persons affected by relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities, as well as the individuals affected by them; and
- (v) suitable referral services as appropriate; and

(c) Level 3 Services

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

Hotline Services, Websites and the Use of Mobile Messaging Apps and the Social Media

- 3.4 A dedicated hotline 183 4633 is being operated jointly by the existing four Centres under a centralised system to receive and refer telephone calls for assistance from the public. The Operator shall have its Centre-specific website, hotline and reception service through mobile messaging apps (e.g. WhatsApp, WeChat, etc.) and social media platforms to facilitate service seekers.

Staff Training Programme

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

Professional Training Programmes

- 3.6 The Operator shall organise professional training programmes for teachers, personnel of institutions, social workers or human resources personnel of other NGOs or private corporations who need to identify, assess and assist gamblers with gambling disorder, individuals affected by relevant addictive behaviours induced by quasi-gambling games and/or emerging gambling and gaming activities in their workplace on the techniques to identify those in need of intervention and to provide assistance in such cases. Such professional training programmes are essential to help other institutions, organisations and corporations to build up the capacity to identify individuals in need of intervention and provide timely support or make timely referral.

Public Education Programmes

- 3.7 The Operator shall organise public education programmes or participate in public education programmes organised by other organisations (i.e. by arranging its staff including members of the Service Team to give talks, participate in forums or provide workshops, etc. in such public education programmes) in the community and schools to help disseminate anti-gambling messages, with at least **50%** of the public education programmes (based on the minimum attainment level as specified in the Clause 5.1 below) covering one or more of the following elements: (i) preventive education targeting youth and their families to prevent the development of addictive behaviours; (ii) raising awareness of the legal consequences of illegal gambling; and/or (iii) adopting innovative initiatives to enhance public engagement and impact of the public education programmes.

Additional Services

- 3.8 Service Providers are encouraged to include in their quotations new elements of service scope

and the corresponding means of service delivery. The proposals may include any addition to the existing service scope (e.g. services targeting those exposed to online gambling, credit betting, illegal gambling, other emerging gambling and gaming activities, relevant addictive behaviours induced by quasi-gambling games, etc.), new means of service delivery (e.g. outreaching services, online services, etc.), or addition of specific groups at risk of, or affected by, gambling and/or relevant addictive behaviours induced by quasi-gambling games (e.g. young people, certain occupations / industries / professions, affected family members, etc.). The proposals shall set out the service scope, the service deliverables and the means of qualitative and quantitative performance evaluation, provided that they shall not have the effect of lowering the minimum attainment level specified in Clause 5.1 below.

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

4. Working Timeline

- 4.1 Service Providers shall set out in Contract Schedule 5 the working timeline for completion of each critical milestone, which shall include all essential items conducive to the smooth commencement of the operation of the Centre and the provision of the Services on 1 January 2027, including preparation of the premises, manpower, publicity and operational manual and service plan. Unless otherwise approved by the Corporation Representative in advance, the Operator shall comply with the working timeline in Contract Schedule 5 submitted by it in its quotation in its preparation for the commencement of the operation of the Centre and the provision of the Services.

5. Service Level Requirements

- 5.1 The Operator shall provide the Mandatory Services according to the respective output and outcome indicators as set out by the Corporation in the table below:

Output Indicators (per year)	Minimum Attainment Level
Total number of calls from service-seekers taken up via the hotline (183 4633)	2 205
Total number of messages received from service-seekers via mobile messaging apps (e.g. WhatsApp, WeChat, etc.) and social media	5 040
Total number of new cases receiving Level 1 Services	2 000

Output Indicators (per year)	Minimum Attainment Level
Total number of new cases receiving Level 2 Services and/or Level 3 Services (at least 70% shall be gamblers/ persons with relevant addictive behaviours induced by quasi-gambling games)	500
Total number of new clients receiving Level 2 Services and/or Level 3 Services (including families / friends)	700
Total number of counselling and treatment sessions provided	3 000
Total number of mutual support/self-help group sessions organised	150
Total number of staff training sessions organised	2
Total number of professional training sessions organised	8
Total number of attendants in the professional training programmes	200
Total number of public education programmes organised (at least 50% covering one or more of the elements as specified in Clause 3.7 above)	12
Total number of attendants in the public education programmes	1 200

Outcome Indicators (per year)	Minimum Attainment Level
Percentage of (Level 2 Services and Level 3 Services) cases achieving and maintaining complete abstinence for half a year upon termination of treatment (excluding social gambling)	60%
Percentage of cases showing increased ability of control, and ability to manage the emotional, cost and other factors leading to their gambling activities	70%
Percentage of cases closed with attainment of agreed goals in the case plans	70%
Percentage of cases with improvement in other aspects of the life of the gamblers with gambling disorder which are conducive to eliminating or reducing their gambling problems	75%
Percentage of positive feedback from service-seekers on achievement of the Project Objectives and the effectiveness of the Services provided by the Operator in meeting the Project Objectives	90%

- 5.2 In the event that the Operator fails to meet any of the required minimum level of performance standards mentioned in Clauses 5.1 above and to make any improvement of the same, the Corporation may terminate the Contract immediately by written notice. Without prejudice to

Clause 29 of the Conditions of Contract and to any rights and claims of the Corporation under the Contract or otherwise at law, upon the Corporation's issue of a notice of termination in accordance with this Clause 5.2:

- (a) the Corporation shall cease to pay to the Operator 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 the Services that have not been provided by the Operator in accordance with the Contract and to the satisfaction of the Corporation.

5.3 The Operator shall ensure the Working Hours of the Centre will suit the need of the service seekers or the target groups. During the Contract Period, the daily Working Hours of the Centre shall include at least two (2) of the following three (3) time sessions: (i) morning session (from 10:00 a.m. to 1:00 p.m.); (ii) afternoon session (from 2:00 p.m. to 6 p.m.); and (iii) evening session (from 7:00 p.m. to 10:00 p.m.).

6. Internal Control and Reporting Requirements

6.1 The Operator shall use the Service Fee for the sole purpose of paying the expenses incurred in the operation of the Centre(s) and the provision of the Mandatory Services. Other than those amount agreed to be payable by the Corporation in writing for the Operator's provision of the Additional Services (if any) accepted by the Corporation, no funding in addition to the Service Fee shall be paid by the Corporation under this Contract. The Operator shall not make any profit out of or in relation to the operation of the Centre or the provision of the Services. For the avoidance of doubt, the Corporation shall not accept any liabilities or financial assistance (except for donations) from any third party beyond the Service Fee.

6.2 The Operator shall maintain an effective and sound financial management system, including budget planning, projection and cash flow management, accounting, internal control system and auditing. It shall maintain proper books and records and supporting documents on income and expenditure relating to the Centre(s) and shall make them available for inspection by the Corporation Representative at the Corporation Representative's request.

6.3 The Operator shall cause to be kept proper books of account regarding:

- (a) all sums of money received and expended by the Operator in respect of the operation of the Centre(s) and the provision of the Services, and the particulars of such receipt and expenditure;
- (b) all sales and purchases of goods and services by the Operator in respect of the operation

of the Centre(s) and the provision of the Services; and

- (c) the assets and liabilities of the Operator in respect of the operation of the Centre(s) and the provision of the Services.

- 6.4 The Operator shall follow and comply with all applicable guidelines on procurement and financial management as required by the Corporation. The Operator shall keep proper records of all procurement activities, and shall make such records available for inspection upon request by the Corporation.
- 6.5 Within ninety (90) days from the end of each year during the Contract Period, the Operator shall provide to the Corporation its income and expenditure account for the previous year and its balance sheet as at the date the income and expenditure account is made up in respect of the operation of the Centre and the provision of the Services, audited by a practice unit as defined under the Accounting and Financial Reporting Council Ordinance (Cap. 588) which is not in any way connected with the Services and the Operator and signed by two (2) authorised representatives of the Operator, e.g. chairperson, head of organisation or head of social welfare services.
- 6.6 Unless otherwise agreed in writing by the Corporation, any unused Service Fee at the expiry or early termination of the Contract must be refunded to the Corporation within ninety (90) days from such expiry or termination. If the Operator wishes to retain the surplus Service Fee, full justifications have to be provided for consideration by the Corporation. The Corporation shall have the absolute discretion to decide whether or not the surplus Service Fee can be retained by the Operator, and is not obliged to provide any reasons for its decisions thereof.
- 6.7 The Operator shall submit to the Corporation a quarterly statistics report once every three (3) months during the Contract Period. The statistics report shall follow the Template of Statistics Report at **Annex C**. The quarterly statistics reports ending 31 March, 30 June, 30 September and 31 December of each year during the Contract Period shall be submitted on the 15th day of the subsequent month (i.e. 15 April, 15 July and 15 October of the same year and 15 January of the next year respectively).
- 6.8 In addition to the performance indicators mentioned in Clauses 5.1 the Operator shall establish and implement a self-evaluation mechanism to assess the effectiveness of its operation of the Centre and its performance of the Services in meeting the Project Objectives. The Operator shall submit to the Corporation one (1) interim self-evaluation report within sixty (60) days from the end of each year during the Contract Period and one (1) final self-evaluation report within sixty (60) days from the date of expiry of the Contract Period or early termination of the Contract. The final self-evaluation report shall include an evaluation of the effectiveness of all of the Services provided by the Operator during the Contract Period in meeting the Project

Objectives, supported by a summary of questionnaires setting out the satisfaction rates of the service-seekers. It shall also highlight and explain any emerging trend(s) in respect of gambling addiction.

- 6.9 The provisions of this Clause 6 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

7. Dedicated Bank Account

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

8. Supervision

- 8.1 In the course of provision of the Services, the Operator shall comply with all reasonable instructions as may be given from time to time by the Corporation or the Corporation Representative in connection with the Services.
- 8.2 The Corporation reserves the right to require the Operator to revise the Proposed Plan (as set out in Annex A – Assessment Criteria) in accordance with the Corporation’s instructions and the Operator shall perform the Services in accordance with such revised Proposed Plan.

TEMPLATE OF STATISTICS REPORTS

I. Service Statistics

As set out in the invitation to quotation. A separate sheet should be used for the additional services with indicators proposed by the Service Providers.																		
Performance Indicators* Month and Year	No. of calls for information lines (self-help information package)	No. of calls taken		No. of messages received from service-seekers via mobile messaging apps (e.g. WhatsApp, WeChat) and social media	No. of new cases receiving Level 1 Services			No. of new cases receiving Level 2 Services and/or Level 3 Services (at least 70% should be gamblers/ persons with relevant addictive behaviours induced by quasi-gambling games)	No. of new clients receiving Level 2 Services and/or Level 3 Services (including families / friends)	No. of closed cases re-opened and included in new cases	No. of closed cases	No. of counselling and treatment sessions	No. of mutual support / self-help group sessions	No. of staff training sessions	No. of professional training sessions	No. of attendant in the professional training sessions	No. of public education programmes	No. of attendant in the public education programmes
		(hotline operated by service provider)	(183 4633)		(Hotline)	(Online/ mobile platform)	(Other means)											
Minimum Mandatory Attainment Level (per year)*	N.A.	2 205		5 040	2 000			500	700	N.A.	N.A.	3 000	150	2	8	200	12	1 200
Jan (year)																		
Feb (year)																		
Mar (year)																		
Apr (year)																		
May (year)																		
Jun (year)																		
Jul (year)																		
Aug (year)																		
Sep (year)																		
Oct (year)																		
Nov (year)																		
Dec (year)																		

* The service scope of the performance indicators is set out in Clauses 3.3 to 3.7 of Part 4 – Service Specifications.

II. Profile of Service-seekers

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

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

Profile of Service-seekers (Gamblers)			[Name of Centre]													
			Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumulative
8	Types of Gambling (Can choose more than one option) 賭博形式	Casino 賭場														
		Horse Racing 賭馬														
		Illegal Horse Racing 非法賭馬														
		Soccer Betting 賭足球														
		Illegal Soccer Betting 非法賭足球														
		Mahjong 麻雀														
		Online Gambling 網上賭博														
		Illegal Online Gambling 非法 網上賭博														
		Stock Futures 股票期貨														
		Mark Six 六合彩														
		Illegal Bookmaking/Gambling 外圍賭檔														
		Others 其他														
9	Types of Amusements Causing Addictive Behaviours (Can choose more than one option) 引致成癮行為 的娛樂形式	Pinball Machines 彈珠機														
		Claw Machines 夾公仔機														
		Others 其他														
10	Age of Starting Gambling 開始賭博年齡	10 or below 10 歲或以下														
		11 to 15														
		16 to 20														
		21 to 25														
		26 to 30														
		31 to 35														
		36 to 40														
		41 to 50														
		51 or above 51 歲或以上														
		No Information 沒有資料														

Profile of Service-seekers (Gamblers)			[Name of Centre]												
Month			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumu- lative
11	Years of Gambling 賭博年期	0 to 5 years													
		6 to 10 years													
		11 to 15 years													
		16 to 20 years													
		21 to 30 years													
		31 to 40 years													
		41 to 50 years													
		51 years or above 51 年或以上													
		No Information 沒有資料													
12	Gambling Debt 賭債	No debt 沒有債務													
		\$50,000 or below 5 萬元或以下													
		\$50,001 to \$100,000													
		\$100,001 to \$200,000													
		\$200,001 to \$300,000													
		\$300,001 to \$400,000													
		\$400,001 to \$500,000													
		\$500,001 to \$600,000													
		\$600,001 or above 600,001 或以上													
		Bankrupt 破產													
		No Information 沒有資料													
13	Presented Problems 賭博問題	Physical Health Problems 身體健康問題													
		Financial & Debt Problems 財務問題													
		Emotional Problems 情緒問題													
		Mental Health Problems 精神健康問題													
		Insomnia 失眠													
		Work-related Problems 工作問題													
		Unemployment 失業													
		Accommodation Problems 住屋問題													
		Family Relationship Problems 家庭關係問題													

Profile of Service-seekers (Gamblers)			[Name of Centre]												
Month			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumu- lative
		Interpersonal Relationship Problems 相處問題													
		Academic Problems 學業問題													
		Legal Difficulties (Criminal Charge) 法律													
		Suicidal/Self-harm 自殺/自毀													
		Familial Homicide-Suicide 與家人同歸於盡													
14	District of Residence 居住區域	Outlying Islands 離島													
		Central & Western 中西區													
		Eastern 東區													
		Southern 南區													
		Wan Chai 灣仔													
		Sham Shui Po 深水埗													
		Yau Tsim Mong 油尖旺													
		Kwai Tsing 葵青													
		Tsuen Wan 荃灣													
		Tuen Mun 屯門													
		Yuen Long 元朗													
		Tin Sui Wai 天水圍													
		Kwun Tong 觀塘													
		Wong Tai Sin 黃大仙													
		Kowloon City 九龍城													
		Tseung Kwan O 將軍澳													
		Sai Kung 西貢													
		Sha Tin 沙田													
		Tai Po 大埔													
		North 北區													
		Overseas/ Mainland 海外/內地													
			No Information 沒有資料												
15	Level of Severity of the Gambling Problems (Assessment Tools to be suggested by Service Providers) 賭博問題嚴重程度(評估方法由服務提供者建議)														
	e.g. DSM-5	0-3 questions (At Risk)													
		4-5 questions (Problem Gamblers)													

Profile of Service-seekers (Gamblers)			[Name of Centre]												
<i>Month</i>			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Cumu- lative
		6-7 questions or above (Pathological)													
		8-9 questions or above (Pathological)													
		No Information													

PART 5 - OFFER TO BE BOUND

- 1. Having read the Quotation Documents, I / we, the Service Provider mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
- 2. I / We, the Service Provider mentioned below, do hereby agree to carry out the Services at the Service Fee and such other amount (if any) accepted by the Corporation in writing, subject to and in accordance with the terms and conditions of the Quotation Documents.

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

Name of the Service Provider :

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

Date :

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